City of Kelowna
Regular Council Meeting
AGENDA

Monday, September 26, 2022

1:30 pm

Council Chamber

City Hall, 1435 Water Street

Pages

1. Call to Order

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca.

2. Development Application Reports & Related Bylaws

2.1. Ward Rd 1989 - A22-0004 FH22-0006 - Gill Family Orchards Inc., Inc.No. BC1159244 5 - 33

To support an application to the Agricultural Land Commission for a Non-Adhering Residential Use to allow temporary farm worker housing to accommodate 24 seasonal farm workers on the subject property.

2.2. Tower Ranch Blvd 2160 - OCP20-0006 Z20-0023 - Supplemental Report 34 - 36

To waive the requirement for a Natural Environment and Hazard Development Permit and to forward Bylaws No. 12379 and 12380 for adoption.

2.3. Tower Ranch Blvd 2160 - BL12379 (OCP20-0006) - 0977415 BC Ltd., Inc.No. BC0977415 37 - 39

Requires a majority of all members of Council (5)

To adopt Bylaw No. 12379 in order to change the Future Land Use designation of portions of the subject property from the S-RES – Suburban Residential and REC – Private Recreational designations to the S-RES – Suburban Residential and REC – Private Recreational designations.

2.4. Tower Ranch Blvd 2160 - BL12380 (Z20-0023) - 0977415 BC Ltd., Inc.No. BC0977415 40 - 42

To adopt Bylaw No. 12380 in order to rezone portions of the subject property from the RU1 – Large Lot Housing, RU1h – Large Lot Housing (Hillside) and P3 – Parks and Open Space zones to the RU5 – Bareland Strata Housing and P3 – Parks and Open Space zones.

2.5. Supplemental Report - Lakeshore 3773-3795 - TA20-0009 (BL12366) - Westcorp on the Lake Inc., Inc. No. A75763 43 - 156

To authorize staff to enter into a Master Development Agreement for the subject property and adopt the proposed Zoning Bylaw amendment.

2.6. Lakeshore 3773-3795 - BL12366 (TA20-0009) - Westcorp on the Lake Inc., Inc. No. A75763 157 - 160

To adopt Bylaw No. 12366 in order to update the CD 24 - Comprehensive Zone of the Zoning Bylaw No. 8000.

2.7. Lakeshore 3773-3795 - DP21-0183 - Westcorp on the Lake Inc, Inc. No. A75763 161 - 277

To issue a Development Permit for the form and character of a comprehensive multi-family development comprising a mix of townhouses, commercial space, one high-rise building and two mid-rise buildings.

2.8. Hilltown Dr 3310 - DP22-0112 - Kinnikinnik Developments Inc., Inc.No. BC0622664 278 - 314

To issue a Development Permit for the form and character of a new multiple dwelling housing development.

3. Bylaws for Adoption (Development Related)

3.1. BL12375 - Zoning Bylaw 315 - 622

To adopt Bylaw No. 12375.

3.2. BL12386 - Density Bonusing for Public Amenities and Streetscape Reserve Fund 623 - 624

To adopt Bylaw No. 12386.

4. Non-Development Reports & Related Bylaws

4.1. Tree Protection Bylaw No. 8041 Amendments 625 - 651

To update the bylaw regulating the removal and replacement of trees in riparian management areas and hazardous condition (steep slope) areas.

4.2. BL12025 - Amendment No. 2 to the Tree Protection Bylaw No. 8041 652 - 661

To give Bylaw No. 12025 first, second and third reading.

4.3. Development Application and Heritage Procedures Bylaw No. 12310 - Landscape Amendments 662 - 682

To update Development Applications and Heritage Procedures Bylaw No. 12310 in order to change the landscaping procedures requirements.

4.4. **BL12423 - Amendment No. 1 to the Development Applications and Heritage Procedures Bylaw No. 12310** 683 - 688

To give Bylaw No. 12423 first, second and third reading.

4.5. **Policy Amendments Related to Zoning Bylaw No. 12375 and 2040 OCP Bylaw No. 12300 - City of Kelowna** 689 - 719

To approve changes to various Council Policies to align with Zoning Bylaw No. 12375 and 2040 Official Community Plan Bylaw No. 12300.

4.6. **Uptown Rutland BIA Bylaw Renewal 2023 - 2027** 720 - 759

To approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Uptown Rutland Business Association.

4.7. **BL12427 - Uptown Rutland Business Improvement Area Bylaw 2023 - 2027** 760 - 779

To give Bylaw No. 12427 first, second and third reading.

4.8. **Contract Renewals for Regional District of Kootenay Boundary, City of Vernon and Okanagan Indian Band** 780 - 790

To request approval by Council to continue providing fire dispatch service to the VFR, RDKB and OKIB on a fee for service basis for another five years.

4.9. **Regional Emergency Management Contracts** 791 - 803

To gain approval from Council to enter into an agreement for services with the Regional District of Central Okanagan to continue administering both the Regional Rescue Program and to provide Regional Dispatch.

4.10. **BC Active Transportation Infrastructure Grant Application - 2022;2023** 804 - 806

To authorize staff to apply for a BC Active Transportation Infrastructure Grant for the Casorso 3 and Houghton 2 Active Transportation Corridor Projects.

4.11. **GEID Water Supply Boundary Exclusion for 2025 Begbie Rd** 807 - 814

To support a water service area boundary modification requested by the Glenmore-Ellison Improvement District.

4.12. **Accelerate Okanagan Talent and Compensation Study** 815 - 817

To receive Council approval of a $5,000 contribution in support of a Talent and Compensation Study to be commissioned by Accelerate Okanagan.

4.13. UBCM Community Emergency Preparedness Fund Support 818 - 819

To support the Regional District of Central Okanagan to manage a Community Emergency Preparedness Fund Extreme Heat Risk Mapping, Assessment and Planning grant on behalf of Central Okanagan local jurisdictions.

5. Bylaws for Adoption (Non-Development Related)

5.1. BL12390 - Road Closure Bylaw - Adjacent to 657 Clement Ave 820 - 821

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 12390.

6. Mayor and Councillor Items

7. Termination

REPORT TO COUNCIL

Date:	September 19, 2022		
To:	Council		
From:	City Manager		
Department:	Development Planning Department		
Application:	A22-0004 / FH22-0006	**Owner:**	Gill Family Orchards Inc., Inc. No. BC1159244
Address:	1989 Ward Road	**Applicant:**	Carl Withler
Subject:	Application to the ALC for a Non-Adhering Residential Use for Temporary Farm Worker Housing		
Existing OCP Designation:	R-AGR – Rural – Agricultural and Resource		
Existing Zone:	A1 – Agriculture 1		

1.0 Recommendation

That Agricultural Land Reserve Application No. A22-0004 for Lot 1, Section 5, Township 26, ODYD, Plan EPP95434, located at 1989 Ward Road, Kelowna, BC for a Non-Adhering Residential Use pursuant to Section 25 of the *Agricultural Land Commission Act*, be supported by Council;

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

AND THAT Council authorizes the issuance of Temporary Farm Worker Housing Permit No. FH22-0006 for Lot 1, Section 5, Township 26, ODYD, Plan EPP95434, located at 1989 Ward Road, Kelowna, BC subject to the following:

1. Approval by the Agricultural Land Commission of Non-Adhering Residential Use Permit Application A22-0004;
2. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule A;
3. A vegetated buffer is provided for screening adjacent property lines and between the temporary farm worker housing and active farming areas in accordance with Schedule B;
4. The applicant is required to post to the City a Landscape Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscape buffer, as determined by a professional landscaper;
5. Registration of a Section 219 Restrictive Covenant on the Title that states:

a. The dwellings will be used for temporary farm workers only;

b. The owner will remove the dwellings if the farm operation changes such that they are no longer required;

c. The dwellings will only be used for farm workers for a maximum of ten (10) months of the year;

d. The maximum number of accommodations permitted on this farm unit within this City sector is 60 workers; and

e. The temporary farm worker housing building footprint is a maximum of 0.3 ha.

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

Purpose

To support an application to the Agricultural Land Commission for a Non-Adhering Residential Use to allow temporary farm worker housing to accommodate 24 seasonal farm workers on the subject property.

2.0 Development Planning

Staff support the Non-Adhering Residential Use application to allow temporary farm worker housing to accommodate 24 seasonal farm workers on the subject property. The proposed farm worker accommodation meets the regulations of the Zoning Bylaw and is consistent with the Ministry of Agriculture standards.

The proposal complies with the City of Kelowna Official Community (OCP) Plan policies for farm worker housing. The principal use on the subject property is agriculture and the scale of farm operations is large enough to require farm employees. The proposed housing will be on non-permanent foundations, located to minimize negative impacts on agriculture, and will be provided a minimum 3 m wide vegetated buffer.

3.0 Proposal

3.1 Project Description

The applicant is proposing to place prefabricated trailer units on blocks on the subject property to accommodate 24 seasonal farm workers. The gross floor area of the trailers would be 419 m^2 (4510 ft^2) The temporary farm worker housing would be located near Ward Road on a portion of the property that is not used for agricultural purposes. The owner already has 6 temporary farm workers on another property (3296 McCulloch Road) who would be accommodated on the subject property once this project is constructed.

The temporary farm workers would help with planting, pruning, and picking cherries on 17.72 ha (43.78 ac) that is owned and farmed by the property owner:

- 1989 Ward Road – 9.27 ha / 22.9 ac (subject property)
- 3254 McCulloch Road - 4.34 ha / 10.72 ac
- 3571 Bemrose Road – 4.11 ha / 10.16 ac

3.2 Site Context

The subject property is located on Ward Road, west of Spiers Road, in Southeast Kelowna. The subject property currently contains farm equipment storage buildings only, with no residential uses presently located on the property. The subject and surrounding properties in all directions are within the Agricultural Land Reserve, designated R-AGR – Rural – Agricultural and Resource, and zoned A1 – Agriculture.

Specifically, adjacent land uses are as follows:

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

Subject Property Map: 1989 Ward Road

4.0 Current Development Policies

Objective 8.1 Protect and preserve agricultural land and its capability	
Policy 8.1.1 Protect Agricultural Land	Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.
	The principal use on the subject property is agriculture.
Policy 8.1.9 Farm Help Housing	As a first option, encourage farm help housing to be located within the Permanent Growth Boundary, providing access to amenities for workers. As a second option, accommodation for farm help on agricultural land on the same farm unit, where approved by the ALC, will be considered only when: • Agriculture is the principal use on the parcel; and • The applicant demonstrates that on-site housing for farm workers is necessary for the overall operation of the farm. The primary consideration is whether the scale of the farm operation is large enough that permanent help is deemed necessary. Temporary farm worker housing, such as bunkhouse accommodation on non-permanent foundations, is the preferred solution where farm worker housing is justified.

	The proposed temporary farm worker housing is located on a parcel which is principally used for agriculture, is necessary for the operation of the farm, and consists bunkhouse accommodation on non-permanent foundations.

5.0 Application Chronology

Date of Application Received: July 14, 2022
Date Public Consultation Completed: July 14, 2022
Agricultural Advisory Committee August 11, 2022

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on August 11, 2022 and the following recommendations were passed:

THAT the Committee recommends that Council support the application to consider a non-adhering residential use permit on the subject property, 1989 Ward Road.

Anecdotal Comments:

- The Committee acknowledges there is now farm housing that is available for rent and it will be used for other domestic farm workers versus being rented out as market rental properties.
- The committee would like to confirm that there are 24 workers being applied for not sixty.
- Staff confirmed the Council report will reflect 24.

Report prepared by: Mark Tanner, Planner II

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: ALC Non-Adhering Residential Use Application

Attachment B: Draft Temporary Farm Worker Housing Permit (FH22-0006)

Schedule A: Site Plan and Floor Plans

Schedule B: Landscape Plan

ATTACHMENT A
This forms part of application
A22-0004 FH22-0006
Planner Initials MT
City of Kelowna
COMMUNITY PLANNING

Provincial Agricultural Land Commission - Applicant Submission

Application ID: 64834
Application Status: Under LG Review
Applicant:
Agent: Carl Withler
Local Government: City of Kelowna
Local Government Date of Receipt: 02/10/2022
ALC Date of Receipt: This application has not been submitted to ALC yet.
Proposal Type: Non-Adhering Residential Use - Additional Residence for Farm Use
Proposal: House 60 TFW for cherry production.

Agent Information

Agent: Carl Withler
Mailing Address:
2612 Woodland Cres
Kelowna, BC
V1W 2R4
Canada
Primary Phone: (250) 870-2137
Email: withler@shaw.ca

Parcel Information

Parcel(s) Under Application

1. **Ownership Type:** Fee Simple
   Parcel Identifier: 030-944-988
   Legal Description: EPP95434
   Parcel Area: 10 ha
   Civic Address: 1989 Ward Road, Kelowna, B.C.
   Date of Purchase: 12/01/2021
   Farm Classification: Yes
   Owners
   1. **Name:**
      Address:

      Phone:
      Email:

Ownership or Interest in Other Lands Within This Community

1. **Ownership Type:** Fee Simple
   Parcel Identifier: 004-320-921
   Owner with Parcel Interest:
   Parcel Area: 4.3 ha
   Land Use Type: Agricultural/Farm
   Interest Type: Full Ownership

Current Use of Parcels Under Application

1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).
Entire orchard planted to high quality cherry and apple production.

2. Quantify and describe in detail all agricultural improvements made to the parcel(s).
Equipment shed on site for storage of farm equipment.

3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).
None.

Adjacent Land Uses

North

Land Use Type: Agricultural/Farm
Specify Activity: apple production

East

Land Use Type: Agricultural/Farm
Specify Activity: apple production.

South

Land Use Type: Agricultural/Farm
Specify Activity: apple production

West

Land Use Type: Agricultural/Farm
Specify Activity: cherry production

ATTACHMENT A
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

Proposal

1. What is the purpose of the proposal?
House 60 TFW for cherry production.

2. Describe the necessity for an additional residence for farm use and how it will support agriculture in the short or long term.
The Gill family now has 40 acres in producing cherries. Labour is needed to plant, prune and pick the crop.

3. Describe the size, type and number, as well as occupancy of all residential structures currently located on the property.
None

4. What is the total floor area of the proposed additional residence in square metres?
200 m^2

5. Describe the rationale for the proposed location of the additional residence.
Housing for TFW is a requirement of the SAWP program.

6. What is the total area of infrastructure necessary to support the additional residence?
2000 m as required by City of Kelowna.

7. Do you need to import any fill to construct the additional residence or infrastructure?
No

ATTACHMENT A
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

Applicant Attachments

- Agent Agreement-Carl Withler
- Proposal Sketch-64834
- Certificate of Title-030-944-988

ALC Attachments

None.

Decisions

None.

TEMPORARY FARM WORKER HOUSING PERMIT

APPROVED ISSUANCE OF TEMPORARY FARM WORKER HOUSING PERMIT NO. FH22-0006

Issued To: Gill Family Orchards Inc., Inc. No. BC1159244

Site Address: 1989 Ward Road

Legal Description: Lot 1, Section 5, Township 26, ODYD, Plan EPP95434

ATTACHMENT B
This forms part of application
A22-0004 FH22-0006
City of Kelowna COMMUNITY PLANNING
Planner Initials MT

Zoning Classification: A1 – Agriculture 1

Development Permit Area: Temporary Farm Worker Housing

SCOPE OF APPROVAL

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

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

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

1. TERMS AND CONDITIONS

THAT Temporary Farm Worker Housing Permit No. FH22-0006 for Lot 1, Section 5, Township 26, ODYD, Plan EPP95434, located at 1989 Ward Road, Kelowna, BC to allow the development of temporary farm worker housing be approved subject to the following:

a) The dimensions and siting of the buildings and structures to be constructed on the land be in accordance with Schedule "A";

b) A vegetated buffer is provided for screening adjacent property lines and between the temporary farm worker housing and active farming areas in accordance with Schedule B;

c) The applicant be required to post with the City a Landscape Performance Security deposit in the form of an Irrevocable Letter of Credit in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper;

d) Registration of a Section 219 Restrictive Covenant on the Title that states:

   a. The dwellings will be used for temporary farm workers only;

   b. The owner will remove the dwellings if the farm operation changes such that they are no longer required;

DRAFT

c. The dwellings will only be used for farm workers for a maximum of ten (10) months of the year;

d. The maximum number of accommodations permitted on this farm unit within this City sector is 60 workers; and

e. The temporary farm worker housing footprint is a maximum of 0.3 ha.

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

2. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit in the amount of $11,254.69

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

3. DEVELOPMENT

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

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

This Permit IS NOT a Building Permit.

4. Indemnification

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

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

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

ATTACHMENT B
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

5. APPROVALS

Issued and approved by Council on September 19, 2022.

_____	_____
Terry Barton, Development Planning Department Manager	Issue Date

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

ATTACHMENT B
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

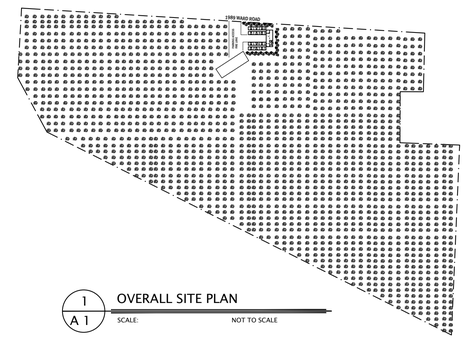
SCHEDULE A

This forms part of application

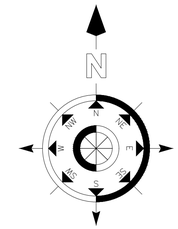
A22-0004 FH22-0006

City of Kelowna
COMMUNITY PLANNING

Planner Initials MT



1 / A 1 OVERALL SITE PLAN
SCALE: NOT TO SCALE



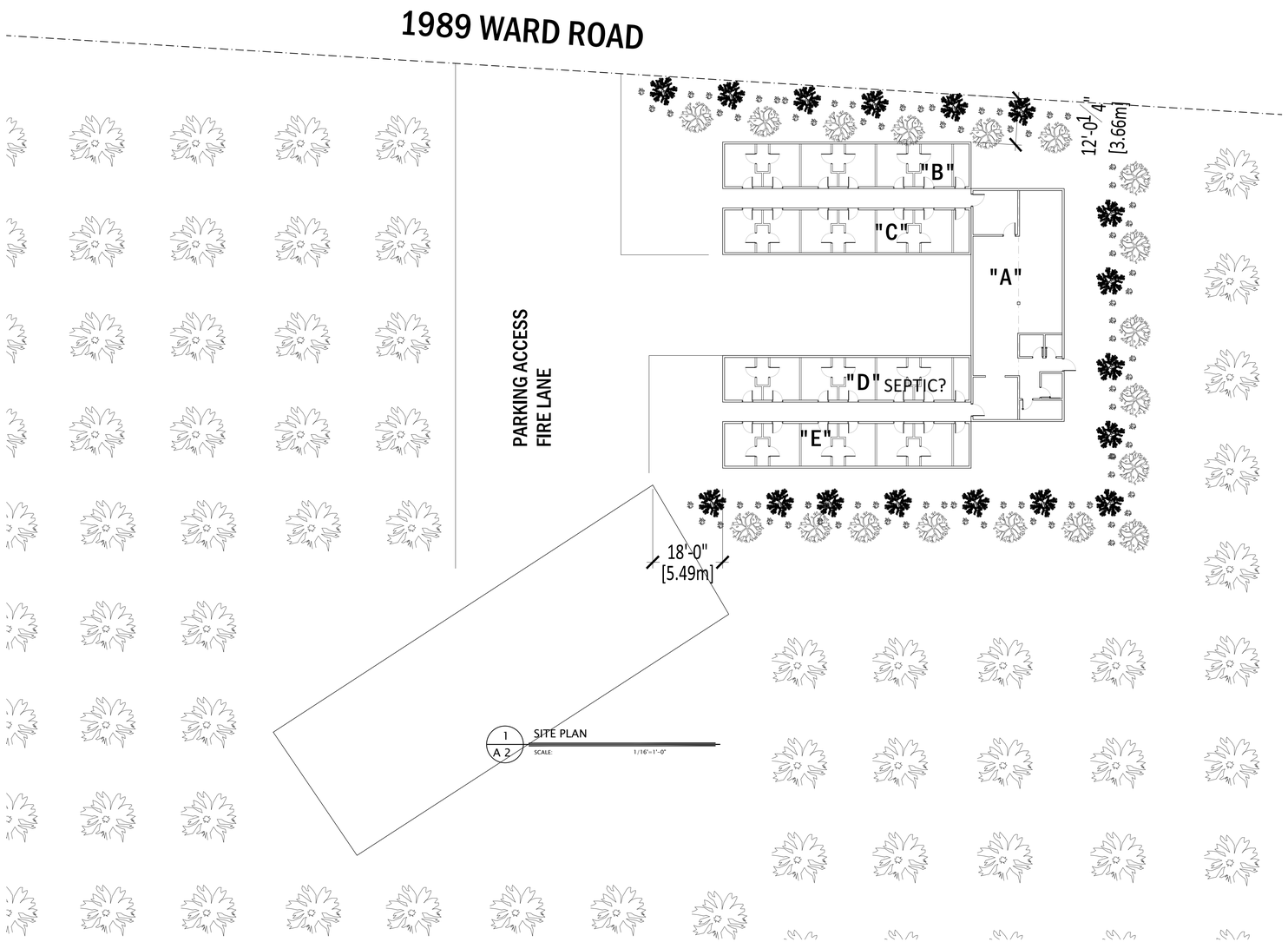
MUNICIPAL ADDRESS
1989 WARD ROAD
KELOWNA, B.C.
V1W-4B1

LEGAL ADDRESS
LOT 1 BLOCK
PLAN EPP95434
KID 855120
PID 030-944-988

ZONE A1
WATER CITY

FIRE

22.907 Acres / 9.27 Ha.



1 / A 2 SITE PLAN
SCALE: 1/16"=1'-0"

A	KITCHEN / DINING	24' x 60'
B	SLEEPING UNITS	12'x 64'
C	SLEEPING UNITS	12'x 64'
D	SLEEPING UNITS	12'x 64'
E	SLEEPING UNITS	12'x 64'
G	SEPTIC FIELD	

DATE	NO.	BY	REVISION

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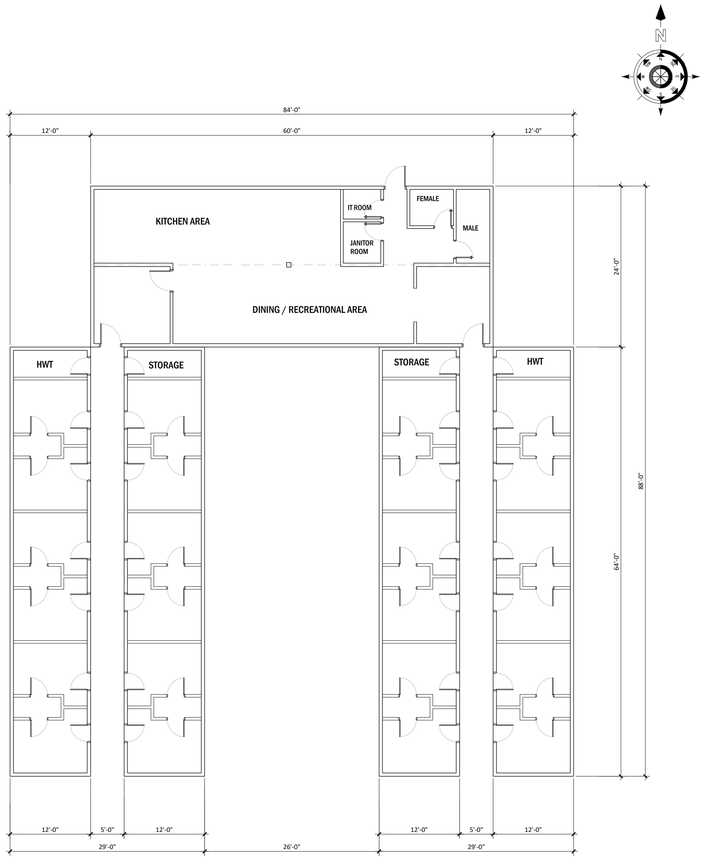
HOLDEN'S DRAUGHTING & DESIGN
832 SAUCIER AVENUE
KELOWNA, B.C.
V1Y-6A3
Phone: 250.868.0962
Fax: 250.868.0962
Email: r-holden@shaw.ca
H.D.D.

PROJECT
M. GILL
1989 WARD ROAD
KELOWNA, B.C.

SHEET TITLE
SITE PLAN & NOTATION

DRAWN RAH
CHECKED
SCALE 1/32"=1'-0"
DATE 14-Jun-22
SHEET NO. A 1
Rev. 0

Project No. 343



1 / A 2 TRAILER LAYOUT
SCALE: 3/32"=1'-0"

TYPICAL CONSTRUCTION NOTES:
refer to specifications

fire
fire extinguisher supplied
one per exit
one per laundry room

plumbing
shut off valves 1 per fixture
all vents in wall structure / where possible

electrical
electrical heat / 1 per bedroom
receptacles as per specifications

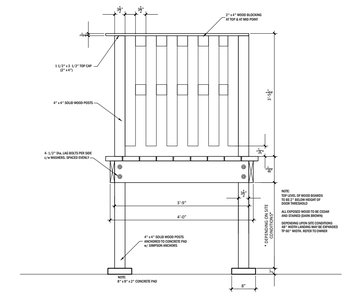
telephone
one per
jacks as per spec

emergency exit
running man symbol to be installed
at all exits

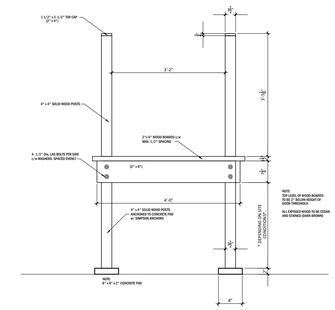
bedroom doors to have
20 min. FRR
door closer or door closer hinges

mechanical doors to have
20 min. FRR
door closer or door closer hinges

DORMITORY COMPLEX REGULATIONS	
LIVE LOAD	75 PSF
ROOF LOAD	44 PSF
CEILING HEIGHT STRUC.	8'-0 1/4"
CEILING HEIGHT FINISH	8'-0 1/4"



2 / A 2 LANDING SIDE VIEW
SCALE: 1/2"=1'-0"



3 / A 2 LANDING FRONT VIEW
SCALE: 1/2"=1'-0"

SLEEPING UNIT SCHEDULE (x4)

BED (48" x 78")	24
NIGHT STAND	24
SMALL DESK	24

SCHEDULE A
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

TYPICAL CONSTRUCTION NOTES:

BLOCKING
treated 6"x 6" bottom core
untreated 6"x 6" top blocks
24" x 24" x 1 1/2" concrete pad

SKIRTING
to a maximim height of 25 1/2"
2" x 4" spruce as required
screened vents 6 only 14" x 8"
clad access hatch 1 only 36" x 18"

STAIRS & LANDINGS
total max. rise allowed
all stairs / landings to be c/w handrail
spruce construction / 2 coats of solid stain
to match exterior
non slip surface on treads & decking

PREFABRICATED TRAILER UNITS
to be confirmed by manufacturer
FLOORS
3/8" plywood glued/screwed
2"x10" @ 16" o.c. joists
R28 friction fit batt insulation
5/8" t&g plywood glued / screwed / sanded
EXTERIOR WALLS
30 gauge exterior steel
3/8" plywood
2"x6"@ 16" o.c. spruce
R20 friction fit batt insulation
3/8" plywood
PARTITIONS
2"x4" @16" o.c. spruce
R12 friction fit batt insulation

ROOF
EPDM
1/2" spruce plywood
2"x8" @ 16" o.c. tapered
R28 batt insulation
1/2" type 'x' g.w.b.

DATE	NO.	BY	REVISION

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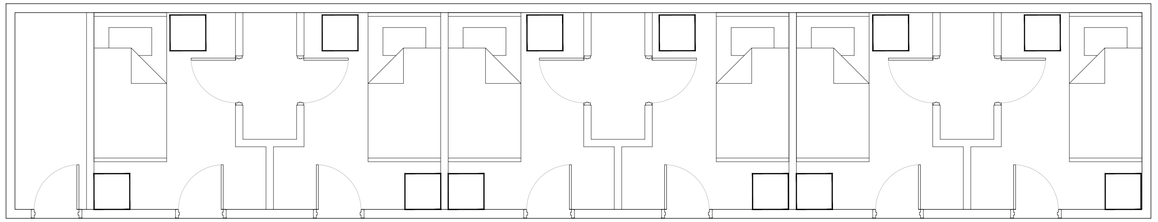
HOLDEN'S DRAUGHTING & DESIGN
832 SAUCIER AVENUE
KELOWNA, B.C.
V1Y-6A3
Phone: 250.868.0962
Fax: 250.868.0962
Email: r-holden@shaw.ca
H.D.D.

PROJECT
M. GILL
1989 WARD ROAD
KELOWNA, B.C.

SHEET TITLE
TRAILER LAYOUT

DRAWN	SHEET NO.
RAH	A 2
CHECKED	
SCALE 3/32"=1'-0"	
DATE 14-Jun-22	Rev. 0



1 / A 3 SLEEPING TRAILER
SCALE: 1/4"=1'-0"

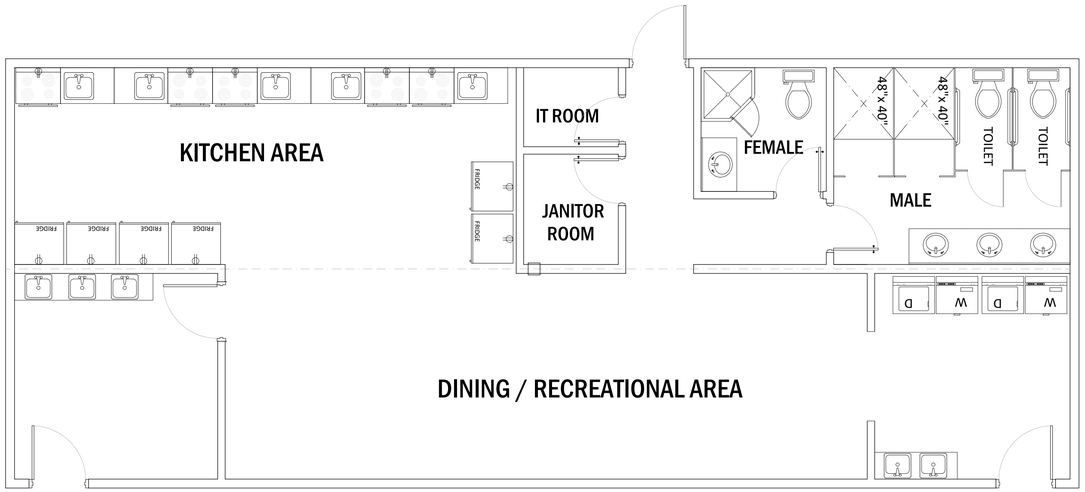
SLEEPING UNIT SCHEDULE (x4)

BED (48" x 78")	24
NIGHT STAND	24
SMALL DESK	24

BATHROOMS
- VANITY
- 18"x 24" high FRAMELESS MIRROR CENTRED OVER VANITY
- TOILET
- DOUBLE PAPER TOILET DISPENSER
- SHOWER (SIZE)
- 48"x 78" WHITE VINYL CURTAIN c/w ROD
- ROBE HOOK

LAUNDRY
- SHELF ABOVE LAUNDRY MACHINES
- MAYTAG HEAVY DUTY RESIDENTIAL TYPE WASHERS
- MAYTAG HEAVY DUTY RESIDENTIAL TYPE DRYERS
- ROBE HOOK

MILLWORK:
- ALL CLOSETS, NIGHT TABLES AND DESKS TO BE BIRCH CONSTRUCTION c/w DOORS, ADJUSTABLE AND/OR FIXED SHELVING
- COUNTERTOPS SHALL BE "EBONY FUSHION" POST FORMED PLASTIC LAMINATE ALL VANITIES SHALL BE 30" x 32" A.F.F. FULL CABINET c/w 4" BACKSPLASH AND BIRCH DOOR.
- ALL DOOR / DRAWER PULLS SHALL BE 'C" PULL TYPE ALUMINUM
- ALL HINGES SHALL BE RECESSED EUROPEAN



2 / A 3 KITCHEN / BATHROOM TRAILER
SCALE: 1/4"=1'-0"

FIXTURE & APPLIANCE SCHEDULE

KITCHENS

STOVE	5
SINK	5
FRIDGE	6

BATHROOM

SINKS	9
TOILETS	3
SHOWER	3

LAUNDRY

WASHER	2
DRYER	2

SCHEDULE A

This forms part of application

A22-0004 FH22-0006

City of Kelowna
COMMUNITY PLANNING

Planner Initials MT

DATE	NO.	BY	REVISION

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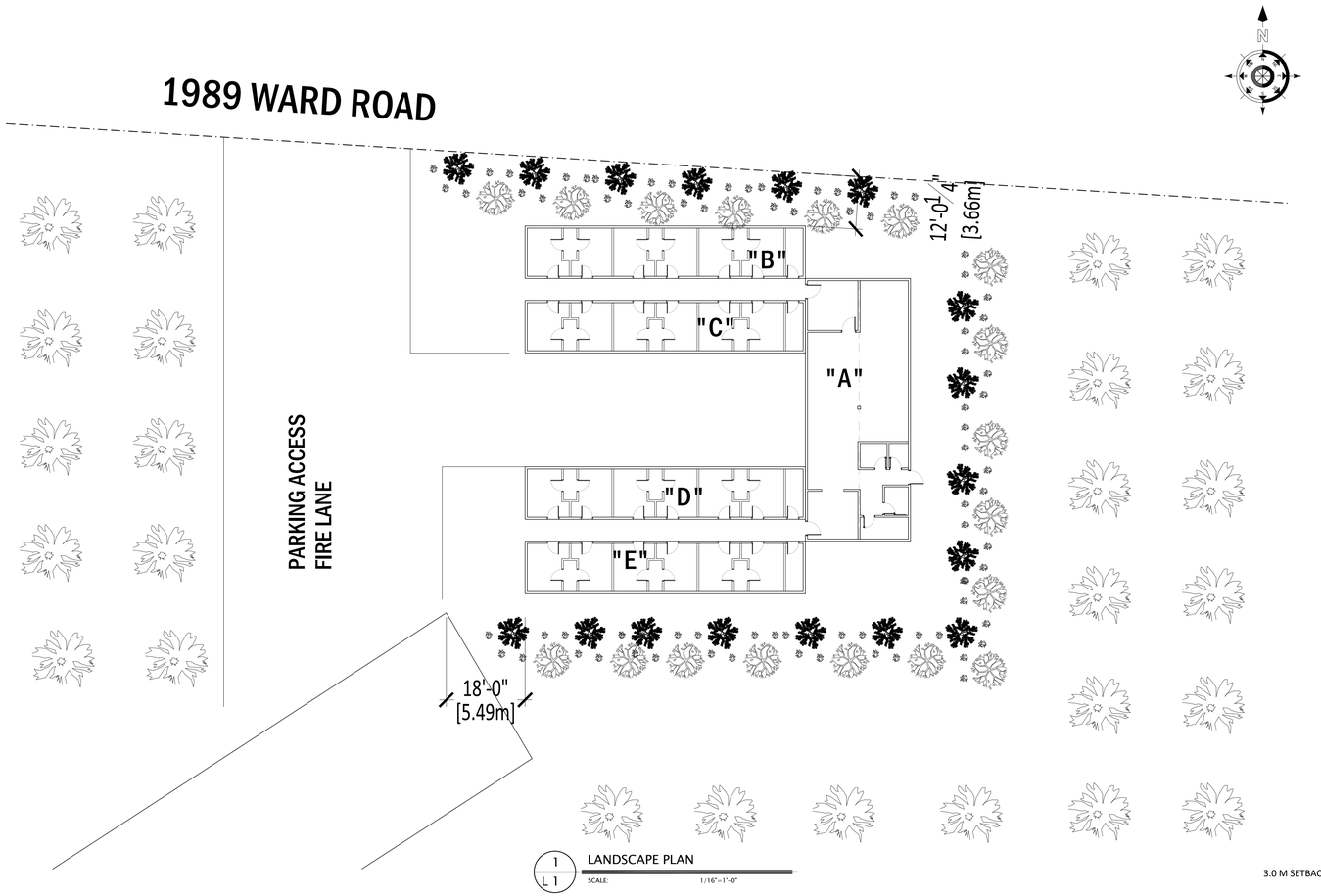
H.D.D.

PROJECT
M. GILL
1989 WARD ROAD
KELOWNA, B.C.

SHEET TITLE
TRAILER & KITCHEN BATHROOM LAYOUT

DRAWN	RAH
CHECKED	
SCALE	1/4"=1'-0"
DATE	14-Jun-22
SHEET NO.	A 3
	Rev. 0



1 / L 1 LANDSCAPE PLAN
SCALE: 1/16"=1'-0"

D.1: Solid Wood Fence
All posts and rails shall be rough sawn of "No. 1 Structural" grade,
pressure treated with a wood preservative non-toxic to surrounding plant material,
in accordance with CSA Standard 080.2 and compatible with staining requirements below.
Stain to match fence boards.

All fence boards and planks shall be rough sawn of "Quality Fencing" grade,
finished with penetrating stain with preservative, conforming to CGSB Standards 1-GP145M and 204M,
applied to all surfaces prior to installation and on any cuts thereafter.

Line posts shall be minimum 8.0 ft. in length and at least (standard) 4"x 4".

Corner posts shall be minimum 8.0 ft. in length and at least (standard) 6"x 6".

Fence rails (min. 3) shall be maximum 7.5 ft. in length and at least (standard) 2"x 4".

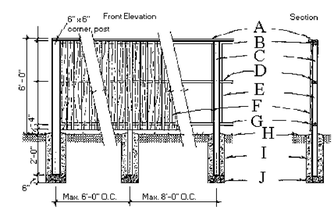
Cap rails shall be at least (standard) 2"x 6". Cant to drain.

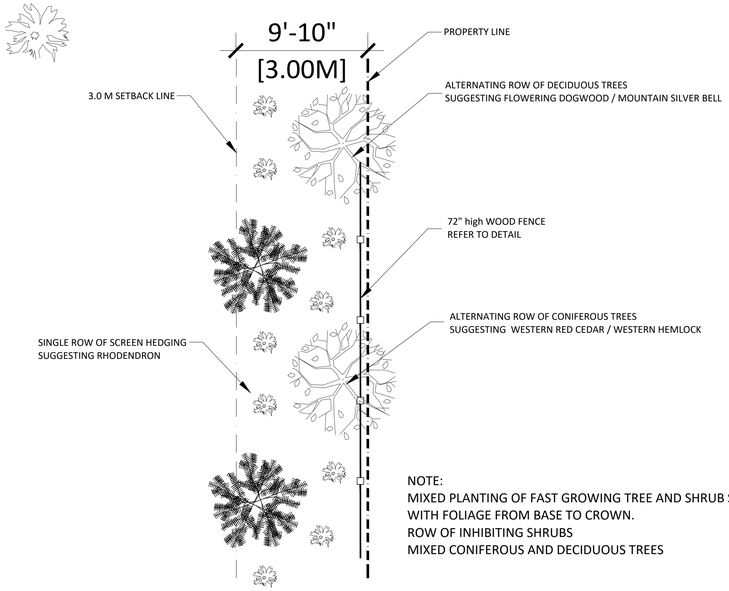
The finished height of opaque fencing shall be at least 6.0 ft.
All nails used in fence construction shall meet the following specifications:
8.1 Minimum gauge of nails used - #9, common in post/rail connections
8.2 Minimum gauge of nails used - #11.5,common in rail/fence board connections
8.3 Galvanized - CSA G164

Line posts shall be placed no more than 8.0 ft. o.c.
and be firmly anchored in the soil to a depth of not less than 2.0 ft.

The fence shall be constructed in accordance with these specifications and details.
which forms part of these specification.

A - 2" x 6" cap rail
B - 2" x 4" top rail
C - 4" x 4" post
D - 2" x 4" middle rail
E - 2" x 4" side support
F - 1" x 6" fence boards
G - 2" x 4" bottom rail
H - finished grade
I - compacted fill
J - drain rock





NOTE:
MIXED PLANTING OF FAST GROWING TREE AND SHRUB SPECIES
WITH FOLIAGE FROM BASE TO CROWN.
ROW OF INHIBITING SHRUBS
MIXED CONIFEROUS AND DECIDUOUS TREES

2 / L 1 LANDSCAPE PLANTING LAYOUT
SCALE: 3/16"=1'-0"

SCHEDULE B
This forms part of application
A22-0004 FH22-0006
City of Kelowna
COMMUNITY PLANNING
Planner Initials MT

DATE	NO.	BY	REVISION

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Email: r-holden@shaw.ca

PROJECT
M. GILL
1989 WARD ROAD
KELOWNA, B.C.

SHEET TITLE
LANDSCAPE PLAN

DRAWN: RAH
CHECKED:
SCALE: 1/16"=1'-0"
DATE: 14-Jun-22
SHEET NO. L 1
Rev. 0

City of Kelowna

A22-0004 / FH22-0006
1989 Ward Rd

ALR Application for Non-Adhering Residential Use & Temporary Farm Work Housing Permit Application

Proposal

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

Development Process

City of Kelowna

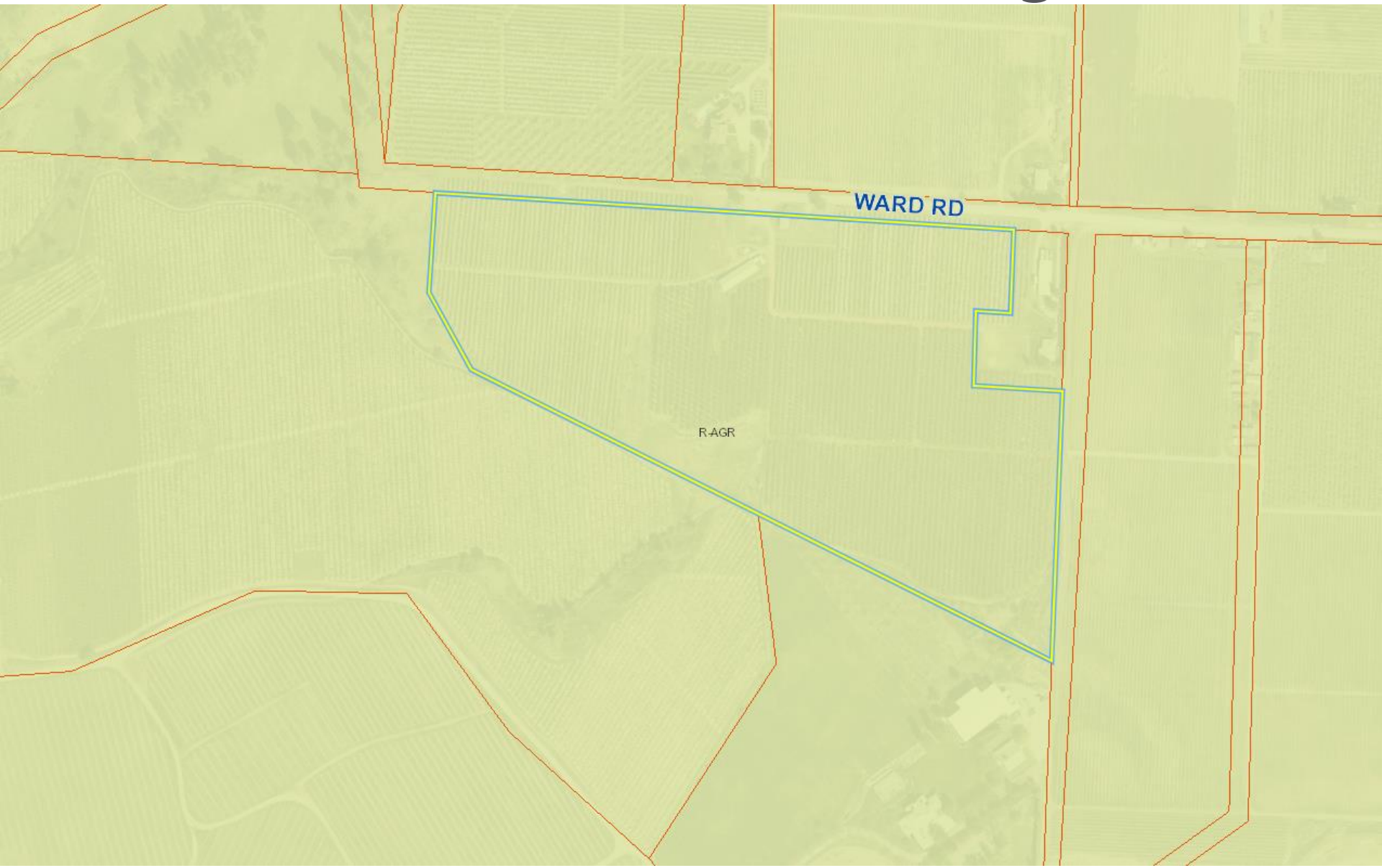
July 14, 2022	Development Application Submitted
	Staff Review & Circulation
July 14, 2022	Public Notification Received
Aug 11, 2022	Agricultural Advisory Committee
Sept 19, 2022	Council Consideration
	Agricultural Land Commission Consideration
	TFWH Permit Issuance and Building Permit

Council Approvals

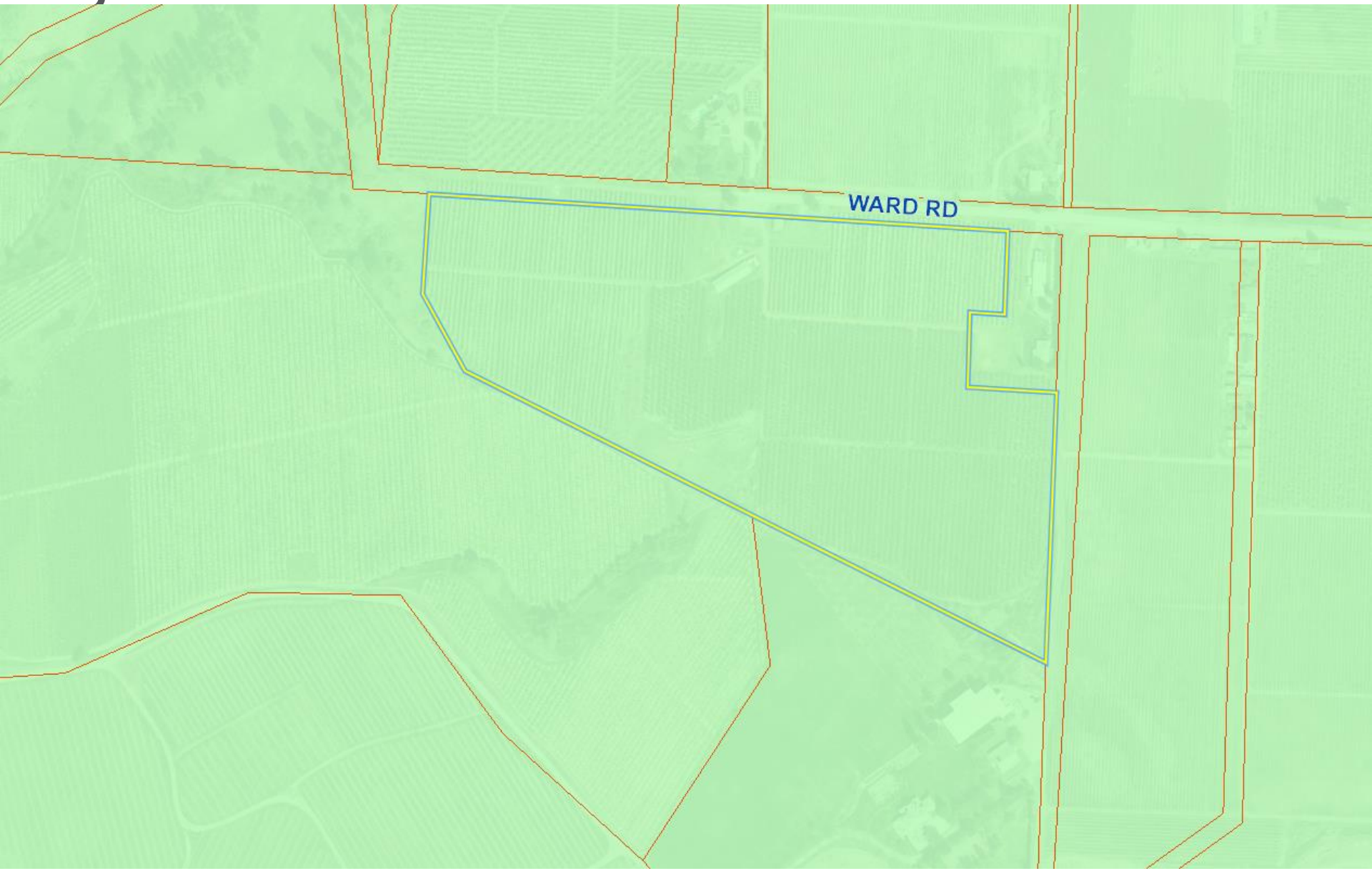
If proposal is supported by Council & the ALC

Context Map

OCP Future Land Use / Zoning



Agricultural Land Reserve

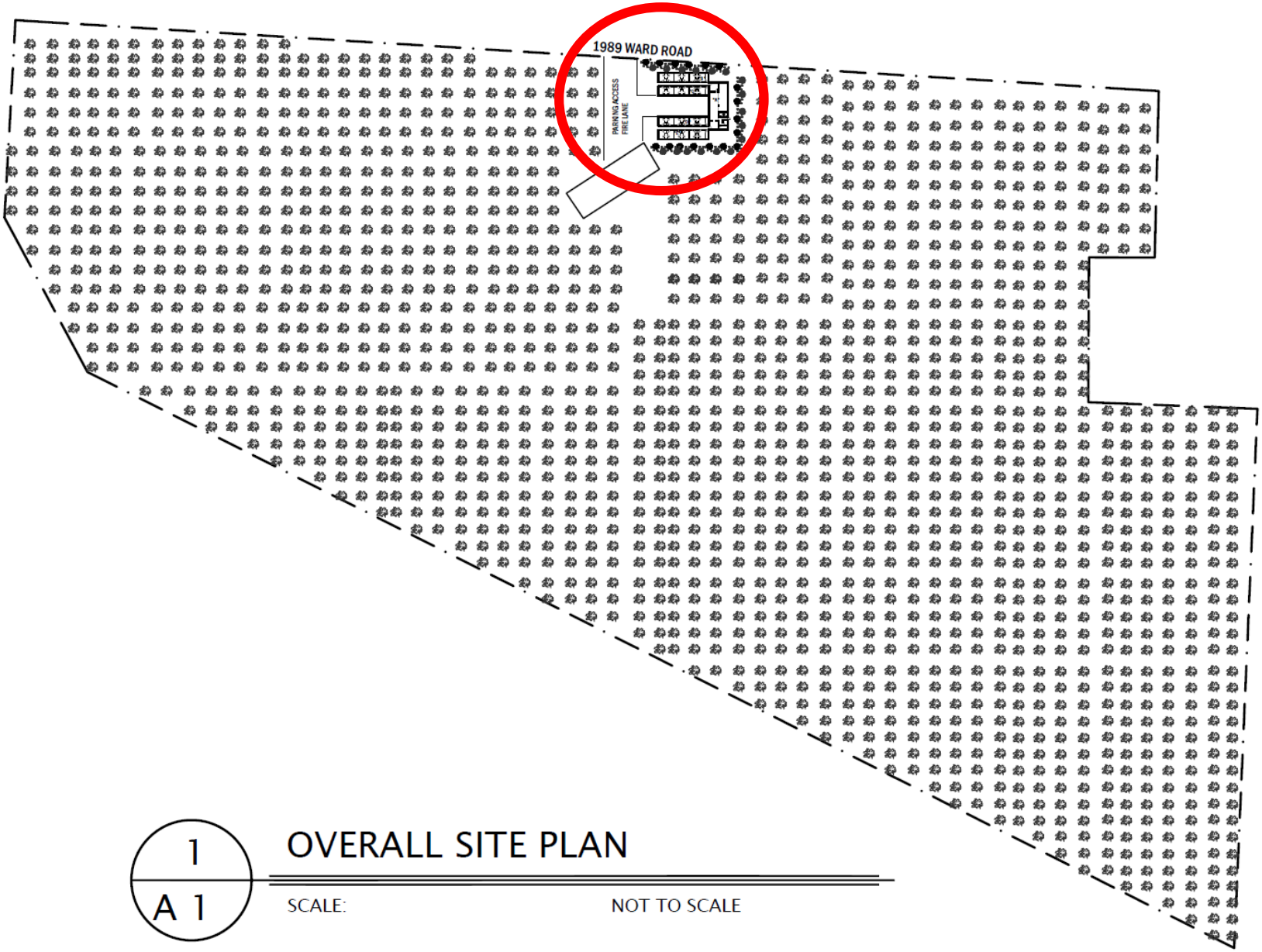


Project Details

City of Kelowna

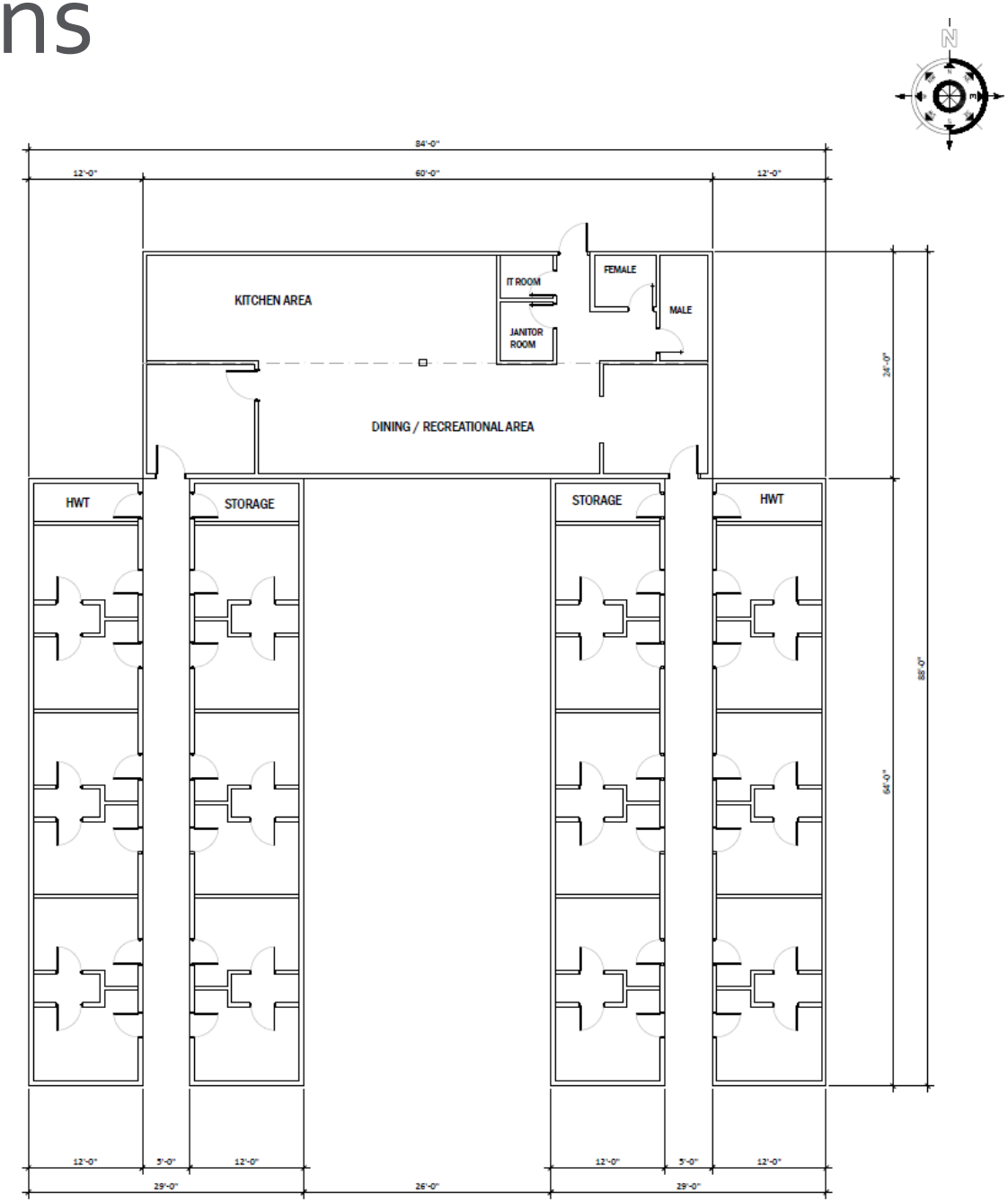
- The application is to construct temporary farm worker housing to accommodate 24 seasonal workers
- The owners are seeking seasonal agricultural workers to help with planting, pruning, and picking cherries on the subject property and two other nearby properties belonging to the property owner.
- Housing would consist of 419 m2 pre-fabricated trailer units on blocks

Site Plan


1989 WARD ROAD
PARKING ACCESS
FIRE LANE
1
A 1
OVERALL SITE PLAN
SCALE:
NOT TO SCALE

Aerial View

Floor Plans


84'-0"
12'-0"
60'-0"
12'-0"
KITCHEN AREA
IT ROOM
JANITOR ROOM
FEMALE
MALE
DINING / RECREATIONAL AREA
HWT
STORAGE
STORAGE
HWT
26'-0"
64'-0"
88'-0"
12'-0"
5'-0"
12'-0"
12'-0"
5'-0"
12'-0"
29'-0"
26'-0"
29'-0"

Development Policy: Zoning Bylaw

City of Kelowna

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

Development Policy: OCP Policies & Permit Guidelines

City of Kelowna

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

AAC Recommendation

- Application went to the Agricultural Advisory Committee on August 11, 2022
  - AAC Recommended that Council support the application.

Staff Recommendation

City of Kelowna

- Staff recommend **support** of the proposed Non-Adhering Residential Use & Temporary Farm Worker Housing applications:
  - Complies with Zoning Bylaw regulations
  - Consistent with Ministry of Agriculture standards
  - Complies with OCP policies for farm worker housing
- Recommend the application be forwarded to ALC for consideration.

City of Kelowna

Conclusion of Staff Remarks

REPORT TO COUNCIL

Date:	September 19th 2022		
To:	Council		
From:	City Manager		
Department:	Development Planning		
Application:	OCP20-0006, Z20-0023	**Owner:** 0977415 BC Ltd Inc. No. BC0977415	
Address:	2160 Tower Ranch Blvd	**Applicant:** Christy & Associates Planning Consultants Ltd	
Subject:	Official Community Plan Amendment and Rezoning Application		
Existing OCP Designation:	S-RES – Suburban Residential, REC – Private Recreational, PSU – Public Services/Utilities		
Proposed OCP Designation:	S-RES – Suburban Residential, REC – Private Recreational, PSU – Public Services/Utilities		
Existing Zone:	RU1 – Large Lot Housing Zone, RU1h – Large Lot Housing (Hillside) Zone, P3 – Parks and Open Space Zone		
Proposed Zone:	RU5 – Bareland Strata Housing Zone, P3 – Parks and Open Space Zone		

1.0 Recommendation

THAT Council waives the requirement of a Development Permit related to the Natural Environment and Hazard Development Permit Areas for the adoption of Zoning Bylaw Amendment Bylaw No. 12380;

AND THAT final adoption of OCP Bylaw Amendment Bylaw No. 12379 and Zoning Bylaw Amendment Bylaw No. 12380 be considered by Council.

2.0 Purpose

To waive the requirement for a Natural Environment and Hazard Development Permit and to forward Bylaws No. 12379 and 12380 for adoption.

3.0 Background

On May 31st, 2022 after a Public Hearing, Council gave third readings to OCP and Zoning Bylaw amendments related to a proposed strata subdivision in the Tower Ranch neighborhood. At that time the staff recommendation was that final adoption of the bylaws be considered subsequent to the issuance of a Development Permit related to the Natural environment and Hazard Development Permit Areas. Staff are

proposing this condition be waived in order to have the land use bylaws adopted and if supported staff will continue to process the development permit applications.

Previous Council Resolution

Resolution	Date
THAT Official Community Plan Map Amendment Application No. OCP20-0006 to amend Map 3.1 in the Kelowna 2040 – Official Community Plan Bylaw No. 12300 by changing the Future Land Use designation of portions of Lot 4, Section 31, Township 27, ODYD, Plan KAP80993 located at 2160 Tower Ranch Blvd, Kelowna, BC from the S-RES – Suburban Residential and the REC– Private Recreational designations to the S-RES – Suburban Residential and REC – Private Recreational designations as shown on Maps "A1 and A2" attached to the Report from the Development Planning Department dated May 16, 2022 be considered by Council; AND THAT the Official Community Plan Map Amending Bylaw be forwarded to a Public Hearing for further consideration; AND THAT Council considers the Public Information Session public process to be appropriate consultation for the Purpose of Section 475 of the Local Government Act, as outlined in the Report from the Development Planning Department dated May 16, 2022; AND THAT Rezoning Application No. Z20-0023 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot 4, Section 31, Township 27, ODYD, Plan KAP80993 located at 2160 Tower Ranch Blvd, Kelowna, BC from the RU1 – Large Lot Housing, RU1h – Large Lot Housing (Hillside) and P3 – Parks and Open Space zones to the RU5 – Bareland Strata Housing and P3 – Parks and Open Space zones as shown on Maps "B1 and B2" attached to the Report from the Development Planning Department dated May 16, 2022 be considered by Council; AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration; AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Development Planning Department dated May 16, 2022; AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Development Permit related to the Natural Environment and Hazard Development Permit Areas; AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.	First Reading May 16th 2022 Second and Third Reading May 31st 2022

4.0 Discussion

Staff are recommending that Council waive the conditions that final adoption be considered subsequent to the issuance of a Natural Environment/Hazard Development Permit. Decoupling the Development Permit allow the amending Bylaws to receive final adoption by Council under Zoning Bylaw No. 8000. If supported the Natural Environment/Hazard Development Permit application will continue to be processed by staff. The applicant has satisfied all other outstanding conditions of adoption.

Should Council not support the recommendation to waive the condition, final adoption of the bylaws will be postponed until after the adoption of Zoning Bylaw No. 12375 and will require re-readings and that a Public Hearing to be held a second time.

5.0 Conclusion

The applicants for OCP Bylaw Amendment Bylaw No. 12379 and Zoning Bylaw Amendment Bylaw No. 12380 have satisfied the conditions of adoption except for the issuance of Natural Environment/Hazard Development Permit . Staff are recommending this outstanding conditions be waived.

Reviewed/Prepared by: Alex Kondor, Planner Specialist

Reviewed by: Terry Barton, Development Planning Department Manager

CITY OF KELOWNA

BYLAW NO. 12379

Official Community Plan Amendment No. OCP20-0006
2160 Tower Ranch Boulevard

A bylaw to amend the "*Kelowna 2040* – Official Community Plan Bylaw No. 12300".

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

1. THAT Map 3.1 – **Future Land Use** of "*Kelowna 2040* – Official Community Plan Bylaw No. 12300" be amended by changing the Future Land Use designation of portions of Lot 4 Section 31 Township 27, ODYD Plan KAP80993, located on Tower Ranch Boulevard, Kelowna, B.C., from the S-RES – Suburban Residential and REC – Private Recreational designations to the S-RES – Suburban Residential and REC – Private Recreational designations as shown on Maps "A1 and A2" 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 16th day of May, 2022.

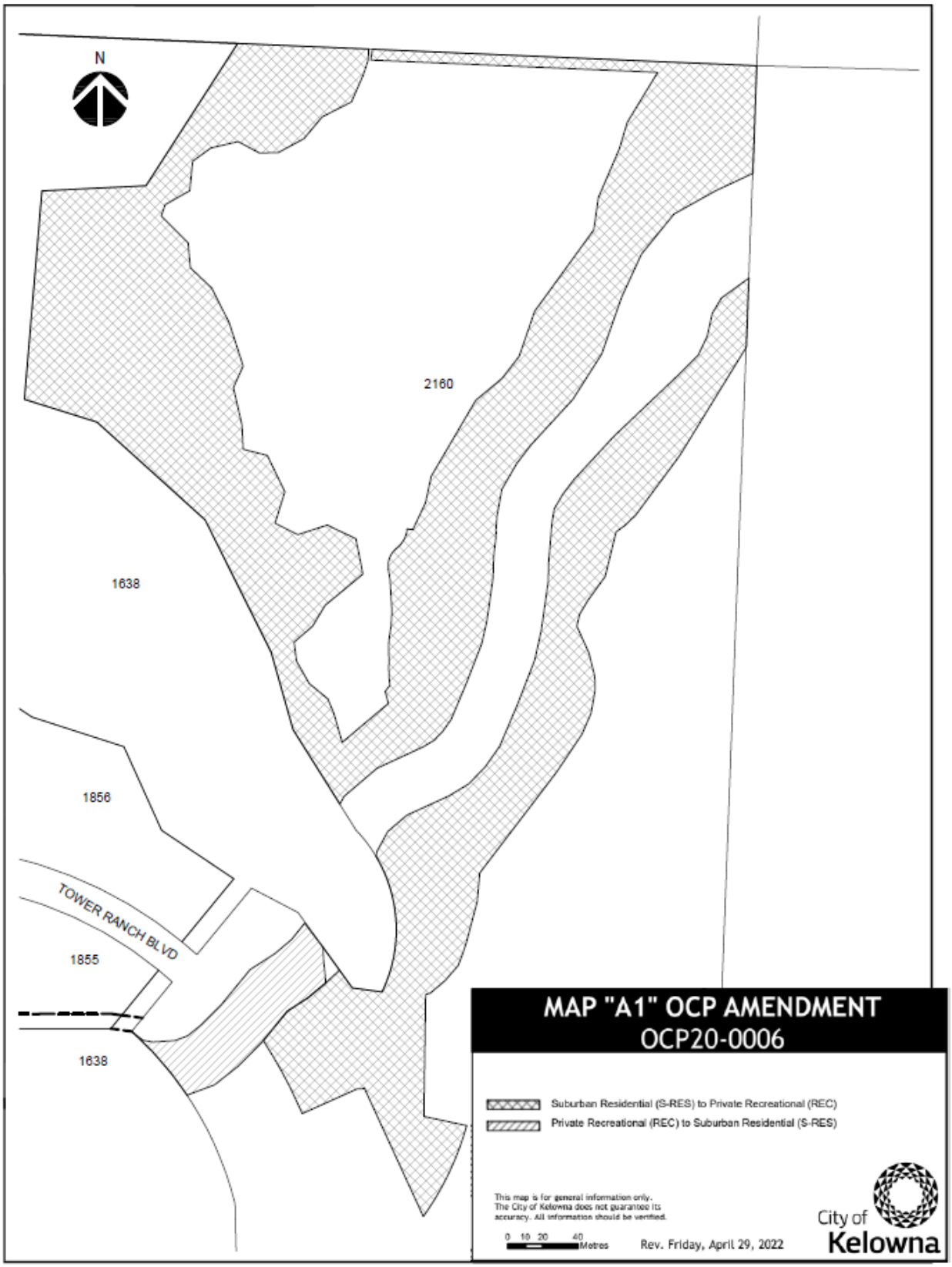
Considered at a Public Hearing on the 31st day of May, 2022.

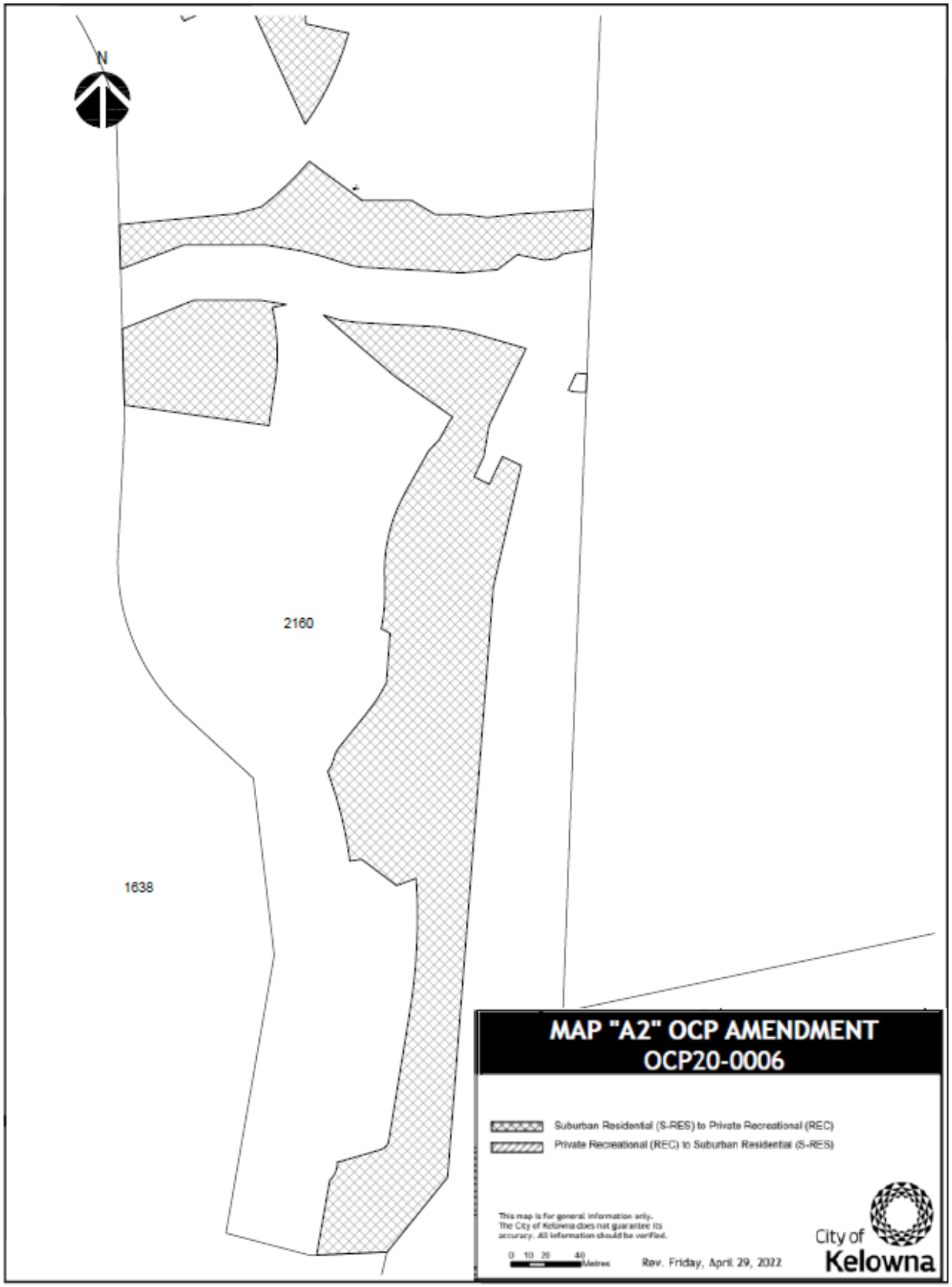
Read a second and third time by the Municipal Council this 31st day of May, 2022.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk


N
2160
1638
1856
TOWER RANCH BLVD
1855
1638
MAP "A1" OCP AMENDMENT
OCP20-0006
Suburban Residential (S-RES) to Private Recreational (REC)
Private Recreational (REC) to Suburban Residential (S-RES)
This map is for general information only.
The City of Kelowna does not guarantee its
accuracy. All information should be verified.
0 10 20 40
Metres
Rev. Friday, April 29, 2022
City of
Kelowna


N
2160
1638
MAP "A2" OCP AMENDMENT
OCP20-0006
Suburban Residential (S-RES) to Private Recreational (REC)
Private Recreational (REC) to Suburban Residential (S-RES)
This map is for general information only.
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0 10 20 40 Metres
Rev. Friday, April 29, 2022
City of Kelowna

CITY OF KELOWNA

BYLAW NO. 12380
Z20-0023
2160 Tower Ranch Boulevard

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 portions of Lot 4 Section 31, Township 27, ODYD, Plan KAP80993 located on Tower Ranch Boulevard, Kelowna, BC from the RU1 – Large Lot Housing, RU1h – Large Lot Housing (Hillside) and P3 – Parks and Open Space zones to the RU5 – Bareland Strata Housing and P3 – Parks and Open Space zones as shown on Maps "B1 and B2" 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 16th day of May, 2022.

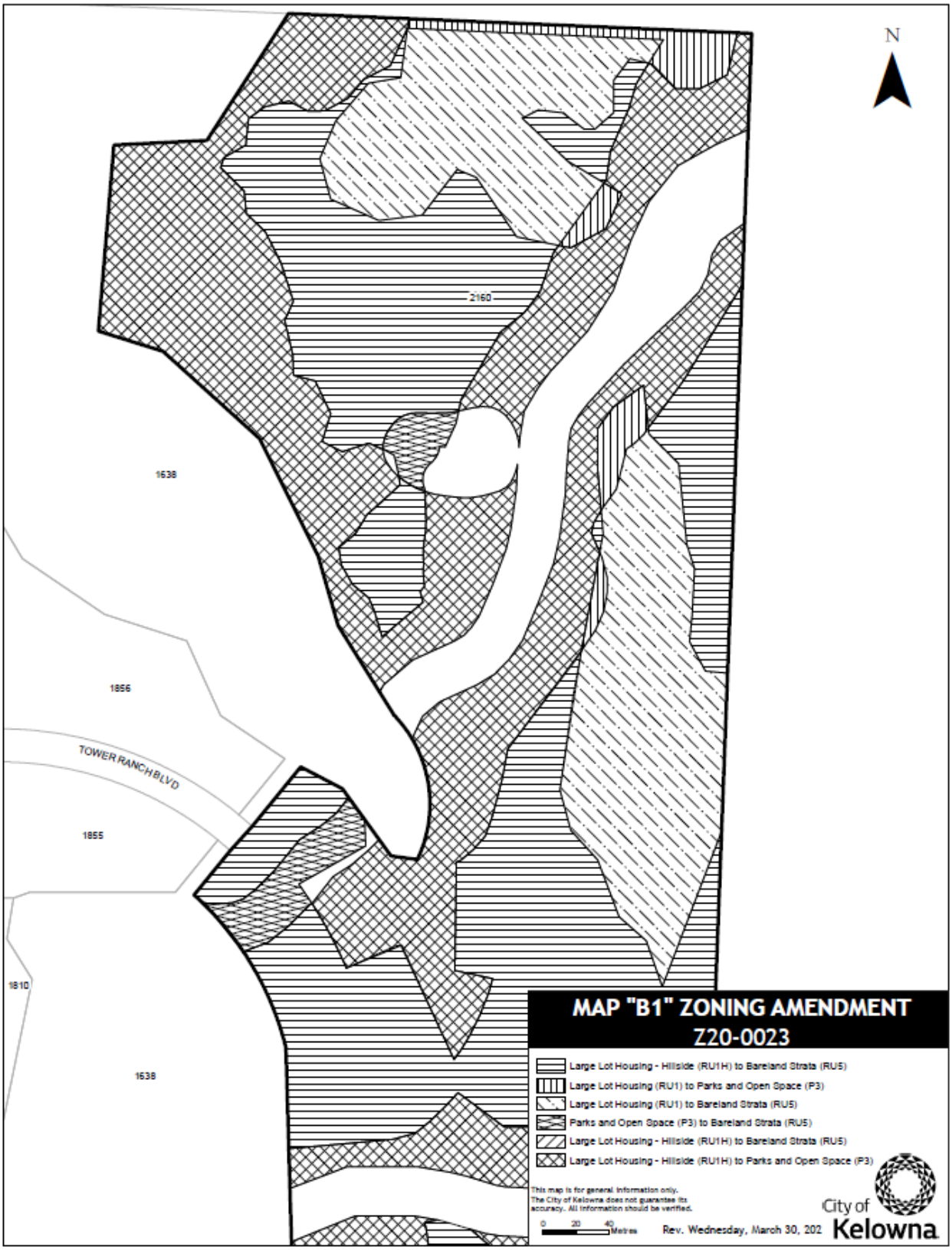
Considered at a Public Hearing on the 31st day of May, 2022.

Read a second and third time by the Municipal Council this 31st day of May, 2022.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk


N
2160
1638
1856
TOWER RANCH BLVD
1855
1810
1638
MAP "B1" ZONING AMENDMENT
Z20-0023
Large Lot Housing - Hillside (RU1H) to Bareland Strata (RU5)
Large Lot Housing (RU1) to Parks and Open Space (P3)
Large Lot Housing (RU1) to Bareland Strata (RU5)
Parks and Open Space (P3) to Bareland Strata (RU5)
Large Lot Housing - Hillside (RU1H) to Bareland Strata (RU5)
Large Lot Housing - Hillside (RU1H) to Parks and Open Space (P3)
This map is for general information only.
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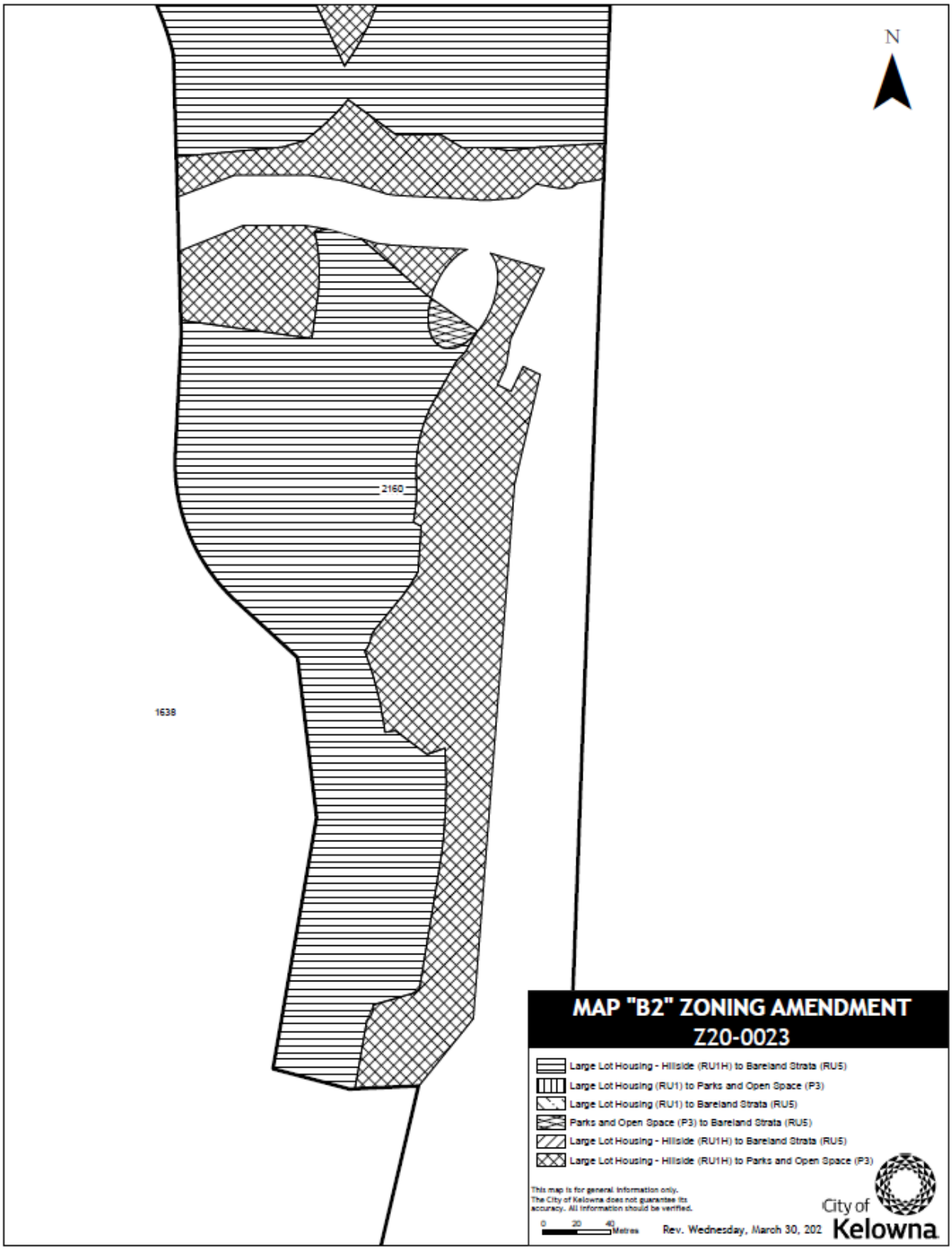
0 20 40 Metres
Rev. Wednesday, March 30, 202
City of Kelowna


N
2160
1638
MAP "B2" ZONING AMENDMENT
Z20-0023
Large Lot Housing - Hillside (RU1H) to Bareland Strata (RU5)
Large Lot Housing (RU1) to Parks and Open Space (P3)
Large Lot Housing (RU1) to Bareland Strata (RU5)
Parks and Open Space (P3) to Bareland Strata (RU5)
Large Lot Housing - Hillside (RU1H) to Bareland Strata (RU5)
Large Lot Housing - Hillside (RU1H) to Parks and Open Space (P3)
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accuracy. All information should be verified.
0 20 40 Metres
Rev. Wednesday, March 30, 202
City of Kelowna

REPORT TO COUNCIL

Date:	September 26th 2022		
To:	Council		
From:	City Manager		
Department:	Community Planning		
Application:	TA20-0009	**Owner:**	Westcorp on the Lake Inc. Inc. No. A75763
Address:	3773-3795 Lakeshore Road	**Applicant:**	Westcorp Development Management Inc.
Subject:	Zoning Bylaw Text Amendment		
Existing OCP Designation:	VC – Village Centre and NAT – Natural Areas		
Existing Zone:	CD24 – Comprehensive Development Zone / P3 – Parks and Open Space		

1.0 Recommendation

THAT council authorize staff to enter into a 'Master Development Agreement' for the subject property attached as Schedule "A" to the report from the Development Planning Department dated September 26th 2022 for Lot 1, DL 134, ODYD, Plan EPP41204 Except Plan EPP112300, located at 3773-3795 Lakeshore Road, Kelowna, BC;

AND THAT Final Adoption of Zoning Bylaw Amendment Bylaw No. 12366 be considered by Council.

2.0 Purpose

To authorize staff to enter into a Master Development Agreement for the subject property and adopt the proposed Zoning Bylaw amendment.

3.0 Background

On May 31st, 2022 after a Public Hearing, Council gave third readings to a Zoning Bylaw amendment to update the CD24 – Comprehensive Development Zone. The staff recommendation was that final adoption of the bylaws be considered subsequent to staff being authorized to enter into a Master Development Agreement (MDA) to guide future development on the property.

Previous Council Resolution

Resolution	Date
THAT Zoning Bylaw Text Amendment Application No. TA20-0009 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in Schedule "A" attached to the report from the Development Planning Department dated May 2nd 2022 for Lot 1, DL 134, ODYD, Plan EPP41204 located at 3773-3795 Lakeshore Road be considered by Council; AND THAT the Zoning Bylaw Text Amending Bylaw be forwarded to a Public Hearing for further consideration; AND THAT final adoption of the Text Amending Bylaw be considered subsequent to council authorizing staff to enter into a 'Master Development Agreement' for the subject property; AND THAT final adoption of the Text Amending Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "B" attached to the Report from the Development Planning Department dated May 2nd 2022; AND FURTHER THAT final adoption of the Text Amending Bylaw be considered in conjunction with Council's consideration of a Development Permit for the subject property.	First Reading May 2nd 2022 Second and Third Reading May 31st 2022

4.0 Discussion

A Master Development Agreement (MDA) is proposed to guide future development on the site. Staff are recommending that prior to final adoption council authorize staff to enter into an MDA. Specifically, an MDA is proposed to be used as tool to ensure the site develops in accordance with the concept plans submitted in support of the text amendment and includes:

a) The provision, protection and maintenance of access roads;
b) The construction of off-site and on-site streetscape and site servicing improvements;
c) The provision, protection and maintenance of City owned water utility services within the Development, including the provision of covenants, or statutory rights of way, or any combination thereof;
d) Amenity phasing and the construction of Wilson Creek Linear Park;
e) Dedication or transfer of Wilson Creek Linear Park to the City;
f) Allocation of density through different phases of the Development;
g) The construction of the Roads and Sidewalks through the Lands, including the provision of covenants, or Statutory Rights of Way, or combination thereof, to secure public use of the Roads and Sidewalks;
h) Section 219 Covenant restricting development on the Lands except as contemplated by the Agreement;
i) The provision, protection and maintenance of storm and sanitary sewer works throughout the Development;
j) The construction of Bird Place bridge;

k) Construction of Lakeshore Road frontage improvements and the installation of a pedestrian crossing on Lakeshore Road

5.0 Conclusion

The proposed Master Development Agreement has been reviewed by staff and the City Solicitor. Staff are recommending council authorize staff to proceed with entering into the Master Development Agreement. The applicant for Zoning Bylaw Text Amendment Bylaw No. 12366 has satisfied all other conditions of adoption and staff are recommending the bylaw be adopted.

The Master Development Agreement will be attached by legal agreement to the title of the property to ensure that the requirements are binding and enforceable in the long term. With the adoption of the City's new Zoning Bylaw; the updated CD zone will be replaced by the key development regulations have been incorporated into the new zone applied to the property.

Report prepared by: Alex Kondor, Planner Specialist

Reviewed by: Terry Barton, Development Planning Department Manager

Attachments:

Schedule A: Draft Master Development Agreement

SCHEDULE A
This forms part of application
TA20-0009
Planner Initials ak
City of Kelowna
DEVELOPMENT PLANNING

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022.

BETWEEN:

City of Kelowna, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 1435 Water Street, in the City of Kelowna, Province of British Columbia, V1Y 1J4

(hereinafter called the **"City"**)

AND:

Westcorp On The Lake Limited Partnership (Registration No. XP0490356) having an office at 200 – 1460 Pandosy St. in the City of Kelowna, Province of British Columbia, V1Y 1P3 **, by its General Partner, Westcorp On The Lake Inc.** (Inc. No. A0075763), a company extra-provincially registered under the laws of the Province of British Columbia, having an office at 200 - 1460 Pandosy Street, in the City of Kelowna, Province of British Columbia, V1Y 1P3 and **Westcorp on the Lake Inc.**

(hereinafter collectively called the **"Developer"**)

WHEREAS:

A. The Developer is the beneficial and registered owner of lands and premises situate, lying and being in the City of Kelowna, Province of British Columbia, and more particularly known and described as:

PID: 029-373-301	Lot 1 District Lot 134 Osoyoos Division Yale District Plan EPP41204 Except Plan EPP112300
PID: 031-681-751	Lot 1 District Lot 134 Osoyoos Division Yale District Plan EPP112300
PID: 031-681-760	Lot 2 District Lot 134 Osoyoos Division Yale District Plan EPP112300
PID: 031-681-778	Lot 3 District Lot 134 Osoyoos Division Yale District Plan EPP112300

(collectively hereinafter called the **"Lands"**);

B. The Developer has made an application to the City for a development permit or development permits (the "Development Permit") to develop the Lands substantially as set out in the Concept Plan attached as Schedule "A" hereto;

C. The Developer wishes to develop rental units through the construction of a series of townhomes and apartment buildings; and

D. The parties wish to set out in this Master Development Agreement their agreement as to conditions for the Development (as defined below) and the various provisions if the Development Permit is issued, namely:

(i) the provision, protection and maintenance of access roads;

(ii) the construction of off-site and on-site streetscape and site servicing improvements;

(iii) the provision, protection and maintenance of City owned water utility services within the Development, including the provision of covenants, statutory rights of way or combination thereof;

(iv) amenity phasing and the construction of Wilson Creek Linear Park;

(v) dedication or transfer of Wilson Creek Linear Park to the City;

(vi) allocation of density through different phases of the Development;

(vii) the construction of the Roads and Sidewalks through the Lands, including the provision of covenants, statutory rights of way or combination thereof, to secure public use of the Roads and Sidewalks;

(viii) Section 219 No-Build Covenant restricting development on the Lands except as contemplated by this Agreement;

(ix) the provision, protection and maintenance of storm and sanitary sewer works throughout the Development;

(x) the construction of Bird Place bridge; and

(xi) construction of Lakeshore Road frontage improvements and the installation of a pedestrian crossing on Lakeshore Road.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration for the mutual promises exchanged herein, the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

"Agreement" or **"Master Development Agreement"** or **"MDA"** means this Agreement;

"Concept Plan" means the sketch attached hereto as Schedule "A";

"**Development**" means the development that the Developer will construct on the Lands as contemplated under this Agreement and substantially as set out in the Concept Plan;

"**DP Phase 1**", "**DP Phase 2**" and "**DP Phase 3**" mean the development permit phase as shown on the Phasing Plan attached hereto as Schedule "H";

"**DP Phase**" means any of DP Phase 1, DP Phase 2, or DP Phase 3 attached hereto as Schedule "H";

"**Final Townhouse Building**" means, for the purposes of Section 6.2, the last of the nine townhouses to be constructed within the area described as DP Phase 1 (DP20-0037) on the Phasing Plan attached hereto as Schedule "H";

"Roads and Sidewalks" means a portion of the Lands, generally as shown on the Concept Plan, for the use and enjoyment of the public in perpetuity; and

"**Tower 3**" means, for the purposes of Section 6.2, the building to be constructed adjacent to Lakeshore Road and identified as Tower 3 on the Phasing Plan attached hereto as Schedule "H".

1.2. The following Schedules are attached to and form part of this Agreement, and each description of a Schedule set out below shall be a defined term in this Agreement:

(a) Schedule "A" – Concept Plan;

(b) Schedule "B" – Section 219 No-Build Covenant;

(c) Schedule "C" – Wilson Creek Linear Park Plan;

(d) Schedule "D" – Parks Maintenance and Operations Agreement

(e) Schedule "E" – Roads and Sidewalks Statutory Rights of Way

(f) Schedule "F" – Offsite Infrastructure Improvements Plan;

(g) Schedule "G" – Onsite Servicing Plan;

(h) Schedule "H" – Phasing Plan;

(i) Schedule "I" – Phased Parking Plan;

(j) Schedule "J" – Access Easement;

(k) Schedule "K" – *Intentionally deleted;*

(l) Schedule "L" – Assignment and Assumption Agreement;

(m) Schedule "M" Density – Section 219 Covenant;

(n) Schedule "N" – City – Statutory Right of Way Regarding Water

(o) Schedule "O" – Section 219 Construction and Maintenance Covenant.

2. DEVELOPMENT IN ACCORDANCE WITH PLANS

2.1. The parties acknowledge that the Concept Plan is general and conceptual only, having been prepared without a determination as to whether the precise road alignment best suits the contours of the Lands. Parcel locations and configurations have only been shown to provide an indication as to probable site coverage and location and do not control final siting and location of the parcels and/or structures to be constructed on the Lands.

2.2. The Developer covenants and agrees that it will seek further approvals to subdivide and develop the Lands in substantial compliance with the Concept Plan.

2.3. The Developer will construct the Development in phases consistent with the Phasing Plan attached as Schedule "H", with some flexibility of sequencing for future buildings not connected to the parkade.

3. WILSON CREEK LINEAR PARK

3.1. The Developer covenants and agrees to transfer to the City an area of approximately 8,411 square meters along the south boundary of the Lands adjacent to Wilson Creek, generally in locations, configurations and at the times, identified on the Wilson Creek Linear Park Plan, subject to the final review and acceptance of the City, acting reasonably ("Wilson Creek Linear Park").

3.2. The Developer covenants and agrees that it will construct and install in Wilson Creek Linear Park the works and services as set out in a Parks Maintenance and Operations Agreement attached to this Agreement as Schedule "D" to the satisfaction of the City.

3.3. Once the works and services contemplated in section 3.2 of this Agreement are constructed and installed in the Wilson Creek Linear Park to the satisfaction of the City and prior to the use or occupancy of the final building in DP Phase 3, the Developer shall transfer the Wilson Creek Linear Park to the City.

3.4. The Developer covenants and agrees that it will maintain the Wilson Creek Linear Park works and services set out in the Parks Maintenance and Operations Agreement and the Developer covenants and agrees to enter into a Park Maintenance and Operation Agreement with the City, which agreement will govern the construction and maintenance of the works and services to be installed by the Developer in Wilson Creek Linear Park. The Park Maintenance and Operations Agreement shall be substantially in the form attached to this Agreement as Schedule "D". The Developer may assign its rights and obligations under the Park Maintenance and Operation Agreement to a society to be incorporated for the purpose of maintenance and the City shall consent to such assignment.

4.0 ROADS AND SIDEWALKS

4.1. The Developer has provided statutory rights of way to provide for public access to the Roads and Sidewalks in the form attached to this Agreement as Schedule "E".

4.2. The Developer will grant an access easement to each of the lots created by the Development, over all the other lots within the Development, as they are created, in accordance with the Concept Plan. The access easement will be substantially in the form attached as Schedule "J".

5. RESTRICTIVE COVENANTS

5.1 The Developer covenants and agrees that it will, at its sole cost, provide the City with the Section 219 No-Build Covenant restricting the development of the Lands to be consistent with the terms of this Mater Development Agreement substantially in the form attached to this Agreement as Schedule "B".

5.2 The Developer covenants and agrees with the City that the total density on the Lands shall be restricted to 90,990 m^2 of the net floor area (the "Development Density"). At the time of the first application for subdivision of the Lands, density will be allocated to the lot or lots to be created by the subdivision. The Developer covenants and agrees that it will, at is sole cost, register a section 219 *Land Title Act* covenant (the "Density - Section 219 Covenant") on the newly created lot or lots from the subdivision allocating a portion of the Development Density to that lot or lots and concurrently register a Density – Section 219 Covenant on the remainder of the Lands allocating the remaining Development Density. At the time of any subsequent application for subdivision of the Lands, density will be allocated to the lots or lots to be created by the subdivision. The Developer covenants and agrees that it will, at its sole cost, register a Density – Section 219 Covenant on the newly created lot or lots created by any subsequent subdivision allocating a portion of the remaining Development Density to that lot or lots and concurrently register an amendment to the Density – Section 219 Covenant registered on the remainder of the Lands reducing the total density permitted by that covenant by the amount of density allocated to the new lot or lots, such that the density allocated to all lots on the Lands is no greater than the Development Density. The Density – Section 219 Covenant used to allocate and restrict the density shall be substantially in the form attached as Schedule "M".

5.3 The Developer covenants and agrees that it will, at its sole cost, install and construct the following works on the Lands:

- the sanitary and storm sewer system, as required by the City under the City's Subdivision, Development and Servicing Bylaw No. 7900, as amended from time to time;
- the Roads and Sidewalks, including the internal roads contemplated under section 8.1;
- the streetscapes and landscapes; and
- the common amenities.

The Developer covenants and agrees that it will, at its cost, repair, maintain, clean and replace the works set out in section 5.3 above and that the Lands will not be used or occupied unless and until the Developer grants the City a section 219 covenant securing the ongoing repair, maintenance, cleaning and replacement obligations for the works set out in section 5.3 above in substantially the form attached to this Agreement as Schedule "O".

6. OFFSITE INFRASTRUCTURE IMPROVEMENTS

6.1 The Developer will complete the offsite infrastructure improvements at each phase of the Development as set out in the Offsite Infrastructure Improvements Plan attached to this Agreement as Schedule "F". Notwithstanding the works and services requirements associated with DP Phase 1, DP Phase 2, and DP Phase 3, indicated below, at the time of approval of subdivision to create a lot or lots

within each DP Phase, or at the time of each building permit application, directly attributable works and services requirements for each subdivision approval or building permit application will be reviewed by the City and any such additional directly attributable requirements may require additional performance security as a condition of subdivision approval or building permit issuance. All works and services required pursuant to this Agreement are to be designed and constructed in accordance with the City's Subdivision, Development and Servicing Bylaw No. 7900, as amended from time to time and the works and services are subject to review and approval by the City prior to construction, in its sole discretion.

6.2 The offsite infrastructure improvements shall be completed in phases as follows:

(a) the Final Townhouse Building shall not be used or occupied unless and until the Developer has, to the satisfaction of the City:

- installed a watermain within the Development (the "Watermain"). For clarity, the Watermain shall loop along North Road and East Road with connections to Lakeshore Road, Bird Place, and Springrose Way, subject to Provincial regulatory approval for the construction of a bridge over Wilson Creek;
- granted the City a statutory right of way over the portion of the Lands necessary to service the Watermain in the form attached to this Agreement as Schedule "N". For clarity, no other utility shall be allowed to run parallel within the statutory right of way area and all water service connections to a building or DP Phases shall be within the statutory right of way area;
- installed a storm water connection to Lakeshore Road;
- installed a sanitary connection to Lakeshore Road;
- constructed Wilson Creek Linear Park trail from Bird Place bridge to the east property line, as illustrated in DP21-0184;
- completed Springbrook Road dead-end curbing; and
- constructed and installed the improvements to Cook Road (subject to Provincial regulatory approval for construction of a bridge over Wilson Creek), including:
    - a sidewalk from 648-654 Cook Road to Bird Place;
    - intersection improvements to Cook Road and Bird Place, including curb bulb-outs, road marking, signage and landscaping;
    - a sidewalk from Cook Road to Bird Place Bridge; and
    - a second left turn lane on Cook Road (Westbound), at the intersection of Cook Road and Gordon Drive, onto Gordon Drive, which shall include an additional turning light, pole, arm, signage, and paint lines or re-timing of left turn signal. The Developer shall provide bonding and the requirement shall be reviewed at full build-out;

(b) Tower 3 shall not be used or occupied unless and until, the Developer has, to the satisfaction of the City:

- constructed a temporary traffic entrance to the Lands off of Lakeshore Road;
- constructed a roundabout at Lakeshore Road (the "Roundabout");
- submitted civil construction design plans for Lakeshore Road from Wilson Creek bridge to Barrera Road with class D cost estimate;
- constructed a bridge over Wilson Creek connecting the internal roads of the Development to Bird Place (subject to Provincial regulatory approval);
- closed Springrose Way to public vehicular traffic and installed emergency bollards to allow emergency vehicle access through Springrose Way (subject to Provincial regulatory approval for construction of a bridge over Wilson Creek);

- constructed a pedestrian crossing from Wilson Creek trail to the west side of Lakeshore Road; and
- constructed a pedestrian crossing north of the Roundabout to the south corner of Rotary Beach; and

(c) concurrently with the construction of each of the buildings in DP Phase 3, the Developer shall construct the Wilson Creek Linear Park trail from the bridge at Bird Place to Lakeshore Road to the satisfaction of the City. For clarity, the Developer is only required to construct the portion of the Wilson Creek Linear Park trail that lies adjacent to the building under construction and no building in DP Phase 3 shall be used or occupied unless and until the portion of the trail adjacent to that building is constructed to the satisfaction of the City.

7. ONSITE SERVICING

7.1 The Developer will complete, to the satisfaction of the City, the onsite servicing at each phase of the Development as set out in the Onsite Servicing Plan attached to this Agreement as Schedule "G" (the "Onsite Servicing Works").

7.2 The Onsite Servicing Works are subject to review and approval by the City prior to construction.

8. INTERNAL ROADS

8.1 The Developer will construct the internal roads for the Development, including permanent and temporary roads, substantially in accordance with the Concept Plan attached to this Agreement as Schedule "A".

9. PARKING

9.1 The Developer will construct the parking for the Development substantially in accordance with the Phased Parking Plan attached to this Agreement as Schedule "I".

10. SERVICING AGREEMENTS

10.1 The Developer will, through servicing agreements entered into with the City, provide performance security for any off-site improvements and the construction of Wilson Creek Linear Park in accordance with the provisions of the City's Subdivision, Development and Servicing Bylaw No. 7900, as amended from time to time

11. ASSIGNMENT/ ASSUMPTION

11.1. The Developer covenants and agrees not to sell the Lands, or portion thereof, to which there are outstanding obligations under this Agreement, unless the purchaser agrees to assume the outstanding obligations of this Agreement for the Lands or portions thereof purchased.

11.2. Upon any sale of the Lands, or portion thereof:

(a) the Developer, the purchaser of the Lands (or portions thereof) and the City shall enter into an assignment and assumption agreement substantially in the form attached to this Agreement as Schedule "L" (the Assignment and Assumption Agreement"), subject to the reasonable satisfaction of the City with respect to clause 3(a) of the Assignment and Assumption Agreement, under which the purchaser shall assume all of the Developer's obligations under this Master Development Agreement with respect to the Lands, or portion thereof purchased;

(b) subject to receipt of the Assignment and Assumption Agreement, the City shall release the Developer from the obligations so assumed; and

(c) if the purchaser replaces any existing security relating to the Lands, or portion thereof, which are assigned under this clause, to the City's satisfaction, the City shall release a comparable portion of the security provided by the Developer.

12. TERMINATION

12.1. If the City does not approve development of the Lands as contemplated by the Concept Plan, the City covenants and agrees to promptly discharge this Agreement and all related covenants from title to the Lands and this Agreement shall be terminated.

13. PUBLIC BODY

13.1. Nothing contained or implied within this Master Development Agreement shall prejudice or affect the duties, rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Master Development Agreement had not been executed and delivered. Without limiting the generality of the foregoing, nothing in this Master Development Agreement shall be construed as affecting or influencing in any way the decision of Council for the City with respect to approval of development of the Lands as contemplated by the Concept Plan.

13.2. Nothing in this Agreement shall relieve the Developer from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands and of which the Developer is the owner at the relevant time. Without limiting the generality of the foregoing, the Developer shall remain fully responsible to ensure that the development of the Lands is in full compliance with all requirements of the bylaws of the City respecting land development, zoning, subdivision and building construction and the payment of development costs charges and others fees and charges as determined on the rates applicable at the appropriate time, regardless of the rates in force at the time of execution of this Agreement.

13.3. The parties acknowledge that the approving officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the approving officer in respect of any application to subdivide the Lands.

14. INTERPRETATION

14.1. In this Agreement:

(a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope;

(c) a reference to currency means Canadian currency;

(d) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;

(e) a reference to time or date is to the local time or date in Kelowna, British Columbia;

(f) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;

(g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and

(h) a reference to Part means a Part of this Agreement and the word Section means a separately enumerated provision within a Part, and the words Section or Part followed by a number or some combination of numbers and letters refers to a Section or Part of this Agreement.

15. GENERAL PROVISIONS

15.1. Notice: It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given if:

(a) delivered at the time of delivery; and

(b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

If to the City:

1435 Water Street
Kelowna, BC V1Y 1J4
Attention: _____
Fax No.: _____
E-Mail: _____

If to the Developer:

200 - 1460 Pandosy Street
Kelowna, BC V1Y 1P3
Attention: Phil Milroy/Gail Temple
E-Mail: phil.milroy@westcorp.net/gtemple@westcorp.net

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission or other electronic means, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed or by other electronic means, 72 hours after the time of mailing or faxing of delivery by electronic means, and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

15.2. Time: Time is to be the essence of this Agreement.

15.3. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees and successors in title.

15.4. The Developer covenants and agrees that any charge to be registered in favour of the City pursuant to this Agreement shall receive priority over any financials charges, and the Developer shall take any and all steps necessary to obtain such priority.

15.5. Waiver: The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

15.6. Cumulative Remedies: No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

15.7. Entire Agreement: This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

15.8. Further Assurances: Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

15.9. Amendment: No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are in writing and duly executed by all parties to this Agreement.

15.10. Law Applicable: This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____ / ____ / ____	**CITY OF KELOWNA** by its authorized signatory(ies) _____ Name: _____ Name:
(as to both signatures)		

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____ / ____ / ____	**Westcorp On The Lake Limited Partnership, by its General Partner, Westcorp On The Lake Inc.** by its authorized signatory _____ Name: **Phil Milroy**

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____ / ____ / ____	**Westcorp On The Lake Inc.** by its authorized signatory _____ Name: **Phil Milroy**

SCHEDULE "A"
Concept Plan

NORTH ROAD
TOWER 7
10 Storeys
TOWER 3
17 Storeys
EAST ROAD
TOWER 6
10 Storeys
TOWER 1
14 Storeys
SOUTH ROAD
TOWER 2
17 Storeys
BLDG 4
2-4 Storeys
TOWER 5
7 Storeys
BIRD PL.

SCHEDULE "B"
Section 219 No-Build Covenant

TERMS OF INSTRUMENT—PART 2

COVENANT
SECTION 219 LAND TITLE ACT

THIS AGREEMENT dated for reference _____ day of _____, 2021

BETWEEN:

WESTCORP ON THE LAKE INC. (Inc. # A0075763), having an office at 1460 Pandosy Street, Kelowna, BC V1 1P3

(the "**Transferor**")

AND:

CITY OF KELOWNA a municipal corporation incorporated pursuant to the laws of British Columbia and having an office at 1435 Water Street, Kelowna, BC V1Y 1J4

(the "**City**")

WHEREAS:

A. The Transferor is the registered owner of those lands and premises lying within the city of Kelowna, as more particularly described in Item 2 of Part 1 of this instrument (the "**Lands**").

B. The City, a municipality incorporated in the Province of British Columbia by Letters Patent, has requested that the Transferor, as owner of the Lands, enter into this Covenant with the City concerning the use of the Lands, and the Transferor has agreed to do so.

C. The City wishes to ensure that any subdivision or land development has no detrimental environmental, financial, or infrastructure impacts on the municipality and that the development proposed by the Transferor will provide benefits to the City including, but not limited to public recreational opportunities, protection of wildlife habitat, and enhanced infrastructure

C. The City has requested that the Transferor, as owner of the Lands, enter into this Covenant with the City restricting the subdivision and development of the Lands, and the Transferor has agreed to do so.

D. Section 219 of the *Land Title Act* (BC) permits the registration of a covenant in favour of a municipality in respect of the subdivision and development of land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR ($1.00) now paid by the City to the Transferor, receipt of which is hereby acknowledged, the Transferor covenants and agrees with the City pursuant to Section 219 of the Land Title Act as follows:

1. Transferor covenants and agrees with the City that no buildings, structures or improvements of any kind shall be constructed on the Lands, and the Transferor will not develop, subdivide or use the Lands.

2. Notwithstanding the restrictions set out in Section 1 above, the Transferor may develop, and the Transferee hereby consents to development of, the Lands, including, but not limited to, construction of buildings, structures, or improvements, pursuant to the terms of a Master Development Agreement entered into between the Transferor and the City dated _____, 2022 (the "Master Development Agreement"), a copy of which is attached to this Agreement as Schedule A.

3. The Transferor covenants and agrees that compliance with the terms and conditions of this Covenant does not constitute compliance with the obligations which continue in full force and effect that the Transferor pay development cost charges and all taxes, rates, fees and charged as would be applicable to any other development in the City in connection with any and all use, building, subdivision or development of the Lands.

5. This Agreement shall be a covenant running with the Lands, including all parts into which the Lands are subdivided or consolidated and will enure to the benefit of and be binding upon the owners from time to time of any parcel forming part of the Lands.

6. The Transferor hereby releases the City and shall indemnify and save harmless the City and its councillors, officers, employees and agents from any claim of any nature by the Transferor or any other person, that may be made against the City or its councillors, officers, employees and agents in connection with the granting or existence or enforcement of this Agreement or breach by the Transferor of the covenants in this Agreement.

7. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted, provided they are not inconsistent with the Master Development Agreement.

8. This Covenant shall restrict building on the Lands in the manner provided herein, notwithstanding any right or permission to the contrary contained in any bylaw of the City.

9. The parties agree that this Covenant creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of this Covenant. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

10. The Transferor will, at its sole cost, do or cause to be done all acts reasonably necessary to register this Covenant against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this Covenant against title to the Lands.

11. An alleged waiver of any breach of this Covenant is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Covenant does not operate as a waiver of any other breach of this Covenant.

12. This Covenant and the Master Development Agreement constitute the entire agreement between the parties regarding the subject-matter thereof.

13. This Covenant binds the parties to it and their respective successors, heirs, executors, administrators and permitted assigns, provided that the Transferor is only liable for breaches of this Covenant and the Master Development Agreement that occur while the Transferor is the registered owner of the Lands.

14. Time is of the essence of this Covenant.

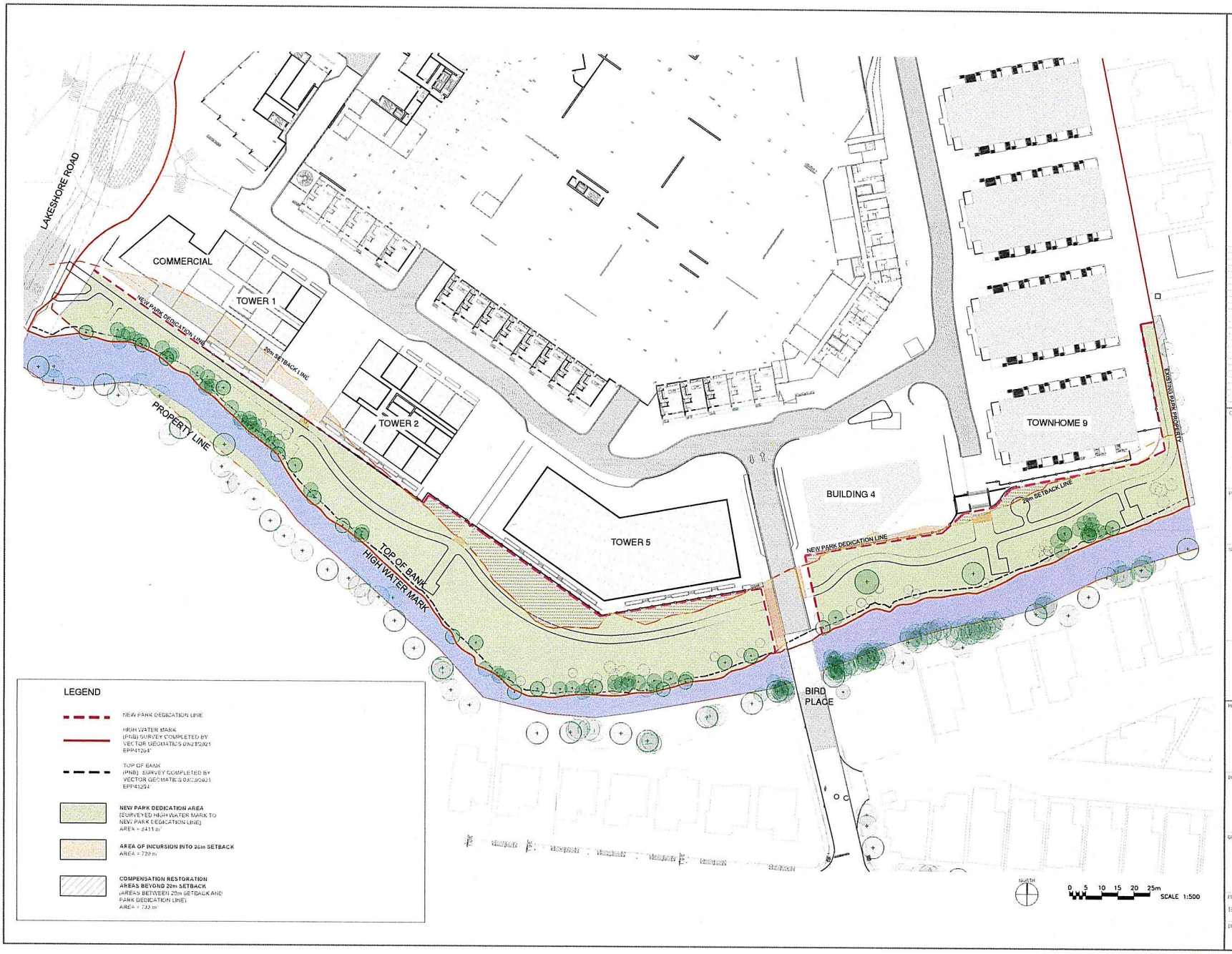
15. The Covenant is not intended to create a partnership, joint venture or agency between the Transferor and the City.

16. Whenever the masculine singular pronoun is used in this agreement, it includes and means the plural, feminine, body corporate or body politic as the context may require. The "City" includes and means its officers, employees, servants, agents, councilors, directors, successors, and assigns. The "Transferor" includes and means any of its successors, heirs, executors, administrators, and assigns.

17. If any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdictions, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Covenant under seal by executing Part 1 of the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

SCHEDULE "C"
Wilson Creek Linear Park Plan



Westcorp

CONSULTANT

wsp

PERMIT STAMP

SEAL

PROJECT

LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK

KELOWNA, B.C., CANADA

DRAWING TITLE

HABITAT RESTORATION COMPENSATION AREA PLAN

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
181401715-01	2021.11.29	AP
	SCALE	REVIEWED
	1:500	AS

DRAWING NO. L4

REVISION

SCHEDULE "D"
Parks Maintenance and Operations Agreement

D

PARK MAINTENANCE & OPERATIONS AGREEMENT

This Agreement dated for reference _____, *2013*, is

BETWEEN:

WESTCORP ON THE LAKE INC.,
200-8215 112 St NW
Edmonton, AB T6G 2C8

(the "Developer")

AND:

CITY OF KELOWNA,
1435 Water Street,
Kelowna, British Columbia, V1Y 1J4

(the "City")

WHEREAS:

A. The Developer is developing land in the City of Kelowna legally described as:

PID: 029-373-301 Lot 1 District Lot 134 ODYD Plan EPP41204

(the "Land");

B. The Developer will be transferring to the City that portion of the Land shown outlined in bold on the plan attached as Schedule "A" to this Agreement for the purposes of a public park (the "Park");

C. The Developer has voluntarily agreed to install, maintain and operate a system of works and services on the Park on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that in consideration of $1.00 paid by the City to the Developer and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Developer, the City and the Developer covenant and agree as follows:

Construction & Maintenance of Works

1. The Developer covenants and agrees, at its sole cost and expense, to carry out and complete the installation, maintenance and operation of the works and services set out in Schedule "B" to this Agreement on the Park (the "Works").

2. The Developer covenants and agrees, to operate and maintain the Park and the Works, to:

   (a) commence installation, operation and maintenance of the Works on or before the date the City takes title to the Park pursuant to an Option Agreement relating to the Park land (the "Commencement Date");

   (b) at the time of installation of the Works, the Developer shall assess the Park for any hazardous trees, and shall remove any trees deemed hazardous at such time;

   (c) maintain and repair the Works and so they are safe for the passage of the public;

   (d) mow grass as required to ensure that it does not exceed a height of 8 inches from the surface of the ground;

   (e) prune trees and shrubs as required;

   (f) install hardware cloth around trees to prevent beaver damage;

   (g) provide adequate litter bins and clean up litter as required; litter bins shall be inspected at least daily from April to October and at least twice per week during the rest of the year;

   (h) advise the City of any pests creating issues within the Park;

   (i) remediate any vandalism within the Park;

   (j) provide safety and security measures to ensure the Park is safe for public access;

   (k) obtain, maintain and comply with all federal, provincial and local government permits and approvals required under applicable enactments, laws, statutes and regulations as may be necessary to perform the Works and any other obligations under this Agreement.

City Contribution for Works

3. The Developer acknowledges and agrees that the Developer has voluntarily agreed to perform the installation, operations and maintenance of the Works at its own cost and expense on the terms and conditions contained in this Agreement. Except as set out in this Agreement, the City has no obligation to install, maintain or operate the Works or to make a contribution to the Developer for the Developer's performance of the terms and conditions in this Agreement.

4. During the Term, the City shall be responsible for the maintenance, repair and operation of the Works and the Park as follows:

   (a) hazardous tree assessment and removal;

   (b) installation of any signs or improvements other than as set out in Schedule B;

(c) pest control.

5. After the Term, the City shall be responsible for the maintenance, repair and operation of the Works and the Park as follows:

   (a) all those items set out in section 2 and 4 of this Agreement; provided, however, that the City shall only be required to repair and maintain the Park and the Works to the City's standards and specifications, and not to a higher level if the Park and Works have been constructed to a higher level.

Timeframe

6. The parties agree that:

   (a) the Developer's obligations under this Agreement shall be for a period of 5 years from the Commencement Date (the "Term"); and,

   (b) at the end of the Term, the City and Developer may extend the time of the Developer's obligations as agreed.

Developer's Risk

7. The Developer acknowledges and agrees that the City does not, by it approvals, inspections or acceptance of the Works warrant or represent that the Works are in compliance with any enactment or other law or as to the quality, fitness for purpose, adequacy or safety of the Works, or that the Works are without fault or defect, and the Developer acknowledges and agrees that all approvals and inspection of the Works given or made by the City are for the sole benefit of the City and in no way relieve the Developer from constructing and installing the Works in accordance with this Agreement.

Indemnity and Hold Harmless

8. The Developer shall:

   (a) defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the obligations of the Developer pursuant to this Agreement;

   (b) be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of the obligations of the Developer pursuant to this Agreement;

   (c) indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against all expenses that may be incurred by reason of liens, non-payment for labour or materials, federal or provincial taxes, workers' compensation assessments, employment insurance or union dues resulting from the Developer's obligations pursuant to this Agreement

This indemnity will survive the termination of this Agreement in relation to any matter arising out of or caused by any action taken or not taken before the end of the Term.

9. The City shall:

   (a) defend, indemnify and hold harmless the Developer, its directors, officers, employees and agents from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the obligations of the City pursuant to this Agreement;

   (b) be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Developer, its directors, officers, employees and agents including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of the obligations of the City pursuant to this Agreement;

   (c) indemnify and hold harmless the Developer, its directors, officers, employees and agents from and against all expenses that may be incurred by reason of liens, non-payment for labour or materials, federal or provincial taxes, workers' compensation assessments, employment insurance or union dues resulting from the City's obligations pursuant to this Agreement.

This indemnity will survive the termination of this Agreement in relation to any matter arising out of or caused by any action taken or not taken before the end of this Agreement.

Developer To Provide

10. The Developer shall procure and maintain, at its own expense and cost, the insurance policies listed in the following section of this agreement, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of this Agreement the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this Agreement until the date that the City certifies in writing completion of the terms of this Agreement or such further period as may be specified by the City.

Insurance

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

    (a) Workers' Compensation Insurance covering all employees of the Developer engaged in this Agreement, in accordance with the statutory requirements of the province or territory having jurisdiction over such employees;

    (b) Comprehensive General Liability Insurance:

        i. providing for an inclusive limit of not less than $5,000,000.00 for each occurrence or accident;

        ii. providing for all sums which the Developer shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement, or any operations carried on in connection with this Agreement;

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

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

(c) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Developer directly or indirectly in the performance of this Agreement. The limit of liability shall not be less than $2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

12. The policies required by Section 11 above shall provide that the City is named as an additional insured party thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

13. The Developer shall require each of its sub-contractors to provide comparable insurance to that set forth under Section 11 of this Agreement.

14. The Developer agrees to submit a policy of insurance as shown in Schedule "C" (the "Certificate") for itself and all of its sub-contractors to the City prior to the commencement of any Works relating to this Agreement. Such Certificate shall provide that 30 days' written notice shall be given to the City, prior to any material changes or cancellations of any such policy or policies.

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

16. The Developer may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Developer shall ensure that all of its sub-contractors are informed of and comply with the City's requirements set out in this Agreement.

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

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

19. The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Developer or any sub-contractor shall not be held to waive or release the Developer or sub-contractor from any of the provisions of the insurance requirements of this Agreement with respect to the liability of the Developer. Any insurance deductible maintained by the Developer or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Developer as stated in section 18 of this Agreement.

Assignment

20. Subject to section 21 of this Agreement, the Developer must not assign its rights under this Agreement without the prior written consent of the City.

21. The Developer intends to develop a series of strata projects on a portion of the Land. The City agrees that the Developer can arrange for one or more of the strata corporations to assume a portion of the cost relating to the maintenance and operation of the Park and the Works, provided the Developer continues to have the primary obligation over the maintenance and operation of the Park and Works. The Developer also intends to develop a hotel and one or more rental complexes on a portion of the Land. If the Developer sells its entire interest in the Land, the City agrees that the Developer may assign this Agreement to a party who obtains an interest in the hotel or a rental complex, on the condition that such party assumes the obligations of the Developer under this Agreement. If the Developer assigns this Agreement as set out above, it shall not have any further obligations under the Agreement.

General

22. This Agreement will bind and benefit each party to this Agreement, and its respective successors, administrators, employees, agents, and contractors.

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

24. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

25. Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Developer must not be deemed to be a waiver of any subsequent default by the Developer. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Developer must not be deemed to be a waiver of such term, covenant or condition.

26. Time is of the essence of this Agreement.

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

CITY OF KELOWNA by its authorized signatories:)

_____) C/S
Name:)

_____)
Name:)

_____)
Date)

DEVELOPER

by its authorized signatories:)

_____) C/S
Name:)

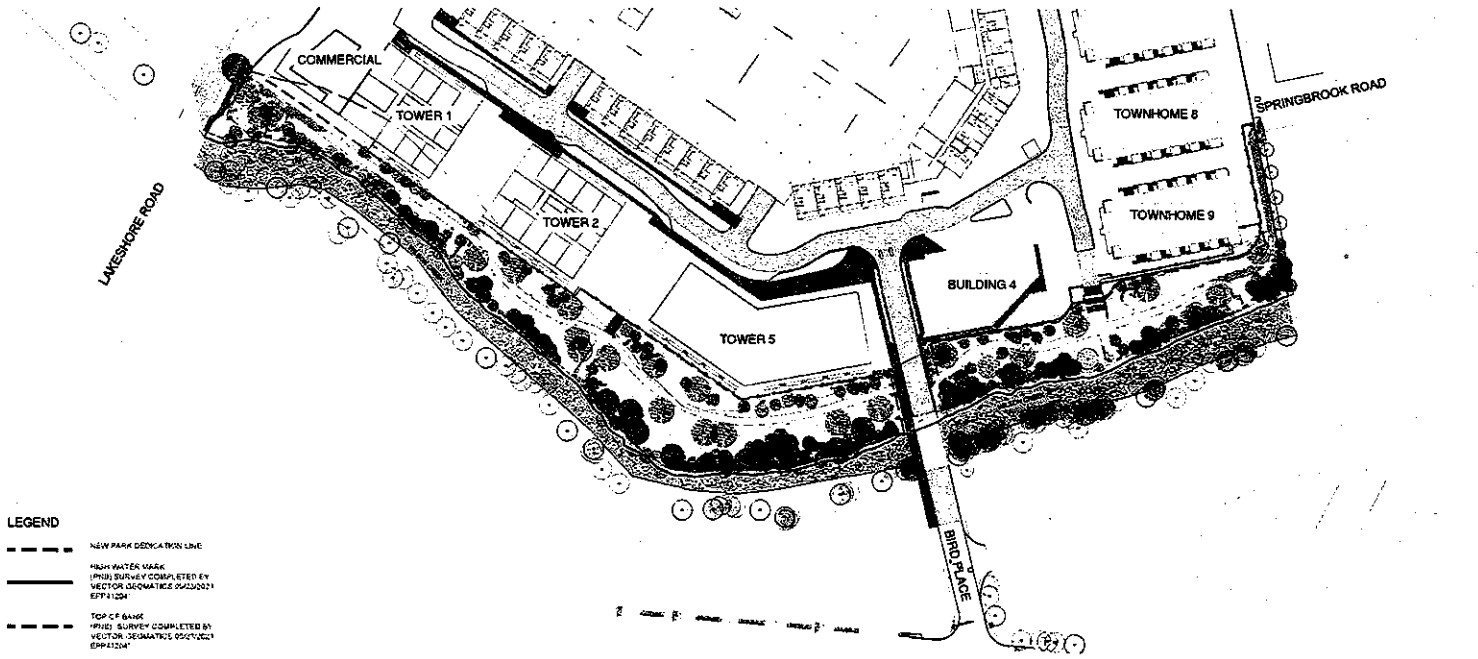
_____)
Name:)

_____)
Date)

{03036938;1}

Schedule A

Park



D1 / L01 SITE PLAN
SCALE: 1:750

GENERAL NOTES:

1. THESE DRAWINGS SHOULD BE READ AND INTERPRETED WITH ALL DRAWING SHEETS AND WITH THE REPORT: Environmental Assessment Report for the Proposed Development at Hunsche Properties, Kelowna, BC (2021)
2. THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL BUT REFLECTS THE MINIMUM ACCEPTABLE QUALITY AND SCE.
3. PLANT MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY. PLANTING MATERIAL TO BE SUPPLIED FROM REGIONALLY LOCAL SOURCES.
4. THE ENVIRONMENTAL MONITOR SHOULD FLAG OUT NO-DISTURB AREAS PRIOR TO CONSTRUCTION.
5. PRIOR TO MOBILIZATION, THE QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP) SHOULD ASSESS THE AREA FOR RAPTORS NESTS (ACTIVE OR INACTIVE) AND ACTIVE NESTS OF ALL OTHER BIRDS. IN ORDER TO AVOID CONTRAVENTION OF SECTION 34 OF THE WILDLIFE ACT, SHOULD AN ACTIVE NEST BE PRESENT, THE AREA SHOULD BE PROTECTED FROM CONSTRUCTION ACTIVITIES UNTIL THE YOUNG HAVE FLEDGED.
6. IF TREES ARE SUSPECTED OF BEING HAZARDOUS, THEN ALSO HAVE THEM ASSESSED BY A QUALIFIED WILDLIFE DANGER TREE ASSESSOR TO DETERMINE THE PRESENCE AND NATURE OF THE HAZARD.
7. INSTREAM WORK SHOULD ONLY OCCUR WITHIN THE SUFFESTED FISHERIES WORK WINDOW (AUGUST 15 TO MARCH 1). INSTREAM WORKS ARE NOT INCLUDED IN THE SCOPE OF THIS ENVIRONMENTAL OP APPLICATION.
8. FISH AND WILDLIFE SALVAGE PERMITS MUST BE OBTAINED FOR SALVAGE WHERE WORK MUST OCCUR IN ISOLATED AREAS WITHIN THE PRIOR TO WORK. ONLY QUALIFIED PERSONS MAY CONDUCT THE FISH AND WILDLIFE SALVAGE.

PLANTING NOTES

1. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED IN THE CANADIAN LANDSCAPE STANDARDS (CURRENT EDITION) AND BCSLA LANDSCAPE STANDARD.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPENCIES REGARDING THE USE OR AVAILABILITY OF SPECIFIED SPECIES TO THE LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND INSTALLATION. STOCK PLANTED DURING THE FALL (SEPT-OCT AND SPRING (MAR-APRIL) HAS THE BEST CHANCE OF SURVIVING. PLANTING OUTSIDE OF THESE WINDOWS IS DISCOURAGED AND NEEDS TO BE AUTHORIZED WITH THE LANDSCAPE ARCHITECT.
3. PROTECT ALL PLANTED VEGETATION FROM ANIMAL BROWSE (IE. BEAVERS AND VOLES) AND OTHER DAMAGE WITH APPROPRIATE 24" GALVANIZED MESH FENCING AND BUDDS GUARDS WHILE BECOMING ESTABLISHED. ANY MATERIAL DAMAGED OR DESTROYED BY ANIMALS IS THE RESPONSIBILITY OF THE CONTRACTOR MUST BE REPLANTED.
4. THE SITE MUST BE KEPT FREE OF NOXIOUS WEEDS IN ACCORDANCE WITH THE BC WEED CONTROL ACT (RSBC, 1996)

EARTHWORKS, FINE GRADING AND TOPSOIL PLACEMENT:

1. ENSURE THAT MATERIAL SUCH AS ROCK, RIP RAP OR OTHER MATERIALS PLACED ON THE BANKS OR WITHIN THE ACTIVE CHANNEL OR FLOODPLAIN OF THE WATERCOURSE IS INERT AND FREE OF SILT, OVERBURDEN, DEBRIS, OR OTHER SUBSTANCES DELETERIOUS TO AQUATIC LIFE.
2. SHRUB PLANTING AREAS OUTSIDE OF EXISTING AREAS OF NATIVE VEGETATION AND ROOTING AREAS OF EXISTING TREES HAVE A MINIMUM 450MM OF TOPSOIL. PLANTING WITHIN THESE ZONES SHOULD BE POCKET PLANTED AS PER ATTACHED DETAILS. CARE SHOULD BE TAKEN TO NOT DAMAGE SIGNIFICANT EXISTING ROOTS AS MUCH AS POSSIBLE. RESCUE SEEDED AREAS ARE TO HAVE A MINIMUM 150MM OF TOPSOIL SOIL SHOULD BE FEATHERED DOWN TO MEET EXISTING GRADE AT THE EDGE OF THE ROOT ZONE OF EXISTING NATIVE TREES TO BE RETAINED. TOP SOIL TO BE WEED FREE AND FROM A SOURCE APPROVED BY LANDSCAPE ARCHITECT AND TO A STANDARD COMPLIANT WITH THE BRITISH COLUMBIA LANDSCAPE STANDARD.
3. AREAS OF EXISTING ASPHALT, CONCRETE OR CRUSHED STONE PAVING ARE TO BE STRIPPED, INCLUDING ANY BASE AGGREGATES, RIP RUBBLE, TO LOGGER STRUCTURE, BRING UP TO GRADE WITH APPROVED AMENDED TOP SOIL.

ENVIRONMENTAL MONITORING NOTES.

1. ALL WORK WITHIN THE STREAMSIDE PROTECTION AND ENHANCEMENT AREA (SPEA) SHALL BE MONITORED BY A QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP) AS DEFINED BY THE RIPARIAN AREAS REGULATION (1994). THE ENVIRONMENTAL MONITOR (EM) SHOULD HAVE WRITTEN AUTHORITY TO HALT WORKS UNTIL SUCH PROBLEMS ARE RECTIFIED.
2. RESTORATION ACTIVITIES IN THE DRY SHOULD BE MONITORED AT A MINIMUM WEEKLY BY THE EM. INSTREAM WORKS REQUIRE DAILY MONITORING AT A MINIMUM. MORE OR LESS INTENSIVE MONITORING VISITS WILL BE DECIDED BY THE EM. THE ENVIRONMENTAL MONITOR SHOULD BE PROVIDED WITH AUTHORITY TO MODIFY OR HALT ANY CONSTRUCTION ACTIVITY IF IT IS DEEMED NECESSARY TO DO SO FOR THE PROTECTION OF THE ENVIRONMENT. A SIGN LISTING THE MONITOR'S COMPANY NAME AND PHONE NUMBER SHOULD BE POSTED AT THE JOB SITE.
3. A COPY OF THIS SECTION OF THIS DOCUMENT LISTING MITIGATION MEASURES AND ALL APPROPRIATE PLANS, DRAWINGS, AND DOCUMENTS SHOULD BE FORWARDED TO THE CONTRACTOR OR CREW SUPERVISOR, AND THIS INFORMATION WILL BE READILY AVAILABLE AT THE SITE WHILE DURING THESE WORKS.
4. A PRECONSTRUCTION MEETING SHOULD BE HELD BETWEEN THE ENVIRONMENTAL MONITOR AND THE CONTRACTOR UNDERTAKING THE WORK ON THE SITE TO ENSURE A COMMON UNDERSTANDING OF THE BEST MANAGEMENT PRACTICES FOR THIS PROJECT.

SEDIMENT CONTROL AND PROTECTION OF AQUATIC HABITAT NOTES:

1. ALL WORKS SHOULD BE COMPLETED IN ACCORDANCE WITH THE LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT (DHULBECK ET AL. 1993). THIS INCLUDES ESTABLISHING AND MAINTAINING PROPERLY INSTALLED SILT FENCE AND USING APPROPRIATE SEDIMENT CONTROL MEASURES TO AVOID SEDIMENT MIGRATION INTO WATER.
2. PREVENT THE RELEASE OF SILT, SEDIMENT, SEDIMENT-LADEN WATER, RAW CONCRETE, CONCRETE LEACHATE, HYDROCARBONS, OR ANY OTHER DELETERIOUS SUBSTANCES INTO ANY DITCH, WATERCOURSE, RAVINE, OR STORM SEWER SYSTEM.
3. CONSTRUCTION AREAS SHOULD BE CLEARLY DELINEATED WITH FLAGGING TO EXCLUDE EQUIPMENT FROM THE RMA WHERE POSSIBLE. ON WATERCOURSES, FENCES MAY BE NECESSARY TO KEEP EQUIPMENT WELL BACK OF TREE BRANCHES AND OUTSIDE OF ROOTING AREAS.
4. ANY SOIL STOCKPILES SHOULD BE LOCATED A MINIMUM OF 20M FROM THE RMA OF WILSON CREEK. STOCKPILES SHOULD BE STABILIZED WITH A TEMPORARY COVERING SUCH AS WELL-ANCHORED PLASTIC SHEETING WITH SILT FENCING INSTALLED AROUND THE BASE TO REDUCE MOBILIZATION OF SEDIMENT.
5. THE WORK AREA SHOULD BE ISOLATED FROM WILSON CREEK WITH A SILT FENCE AND OTHER SEDIMENT CONTROL MEASURES AS NECESSARY TO PREVENT THE MIGRATION OF SEDIMENT INTO THE CREEK.
6. IF SOIL IS TO BE EXPOSED FOR LONG PERIODS OF TIME, IT SHOULD BE STABILIZED WITH MEASURES SUCH AS RESEEDING, MULCH OR EROSION CONTROL MATS.
7. EXCAVATOR MACHINERY IS OPERATED FROM THE BANK OF THE STREAM AND NOT IN THE STREAM CHANNEL TO MINIMIZE IMPACTS.
8. PUT SEDIMENT CONTROL MEASURES INTO PLACE BEFORE STARTING ANY WORKS THAT MAY RESULT IN SEDIMENT MOBILIZATION.
9. CONSTRUCT ANY DITCHES, WATERBARS OR WATER DIVERSIONS WITHIN THE WORK AREAS SO THEY DO NOT DIRECTLY DISCHARGE SEDIMENT-LADEN SURFACE FLOWS INTO THE STREAM. DIVERT SUCH FLOWS TO A VEGETATED AREA OR CONSTRUCTED DETENTION POND WHERE FLOWS CAN INFILTRATE.
10. REMOVE ANY EXCAVATED MATERIAL AND DEBRIS FROM THE SITE OR PLACE IT IN AN AREA JUST ABOVE THE HIGHWATER MARK OR ACTIVE FLOOD PLAIN OF THE STREAM AS FAR AS POSSIBLE FROM THE CHANNEL.
11. USE MITIGATING MEASURES TO PROTECT EXCAVATED MATERIAL FROM BEING ERODED AND REINTRODUCED INTO THE WATER COURSE. SUCH MEASURES INCLUDE BUT ARE NOT LIMITED TO: COVERING THE MATERIAL WITH EROSION CONTROL BLANKETS OR SEEDING AND PLANTING WITH NATIVE VEGETATION.
12. WHEN MATERIAL IS MOVED OFFSITE DISPOSE OF IT IN A MANNER THAT PREVENTS ITS ENTRY INTO ANY WATERCOURSE, FLOODPLAIN, RAVINE, OR STORM SEWER SYSTEM.
13. IF OFFSITE FILL IS BROUGHT TO THE SUBJECT PROPERTY FOR LEVELING OR CONSTRUCTION PURPOSES IT SHOULD BE OF SUFFICIENT QUALITY TO MEET APPLICABLE GUIDELINES FOR RESIDENTIAL LAND USE OUTLINED IN THE BC CONTAMINATED SITES REGULATION OF THE ENVIRONMENTAL MANAGEMENT ACT.
14. ENSURE EQUIPMENT AND MACHINERY ARE IN GOOD OPERATING CONDITION (POWER WASHED), FREE OF LEAKS, EXCESS OIL AND GREASE. NO EQUIPMENT REFUELING OR SERVICING SHOULD BE UNDERTAKEN WITHIN 30M OF ANY WATERCOURSE OR SURFACE WATER DRAINAGE.
15. REFUELING AND MAINTENANCE SHOULD OCCUR IN ONE AREA THAT IS LOCATED AWAY (IDEALLY THE NORTHEAST CORNER OF THE SUBJECT PROPERTY) FROM WILSON CREEK. A SPILL MANAGEMENT PLAN SHOULD BE DEVELOPED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. KEEP A SPILL CONTAINMENT KIT READILY ACCESSIBLE ONSITE IN THE EVENT OF A RELEASE OF A DELETERIOUS SUBSTANCE TO THE ENVIRONMENT. TRAIN ONSITE STAFF IN ITS USE IMMEDIATELY REPORT ANY SPILL OF A SUBSTANCE THAT IS TOXIC POLLUTING OR DELETERIOUS TO AQUATIC LIFE OR REPORTABLE QUANTITIES TO THE PROVINCIAL EMERGENCY PROGRAM 24 HOUR PHONE LINE AT 1-800-663-3456.
16. DO NOT USE TREATED WOOD PRODUCTS IN ANY CONSTRUCTION BELOW THE HIGHWATER MARK OF THE STREAM CHANNEL TO PREVENT THE RELEASE OF PRESERVATIVES THAT ARE TOXIC TO FISH.

L01 CONTEXT PLAN AND DRAWING LIST
L02 TREE REMOVAL PLAN
L03 LANDSCAPE PLAN
L04 HABITAT RESTORATION COMPENSATION AREA PLAN
L05 REFERENCE IMAGERY AND PLANT PALETTE

Westcorp

wsp

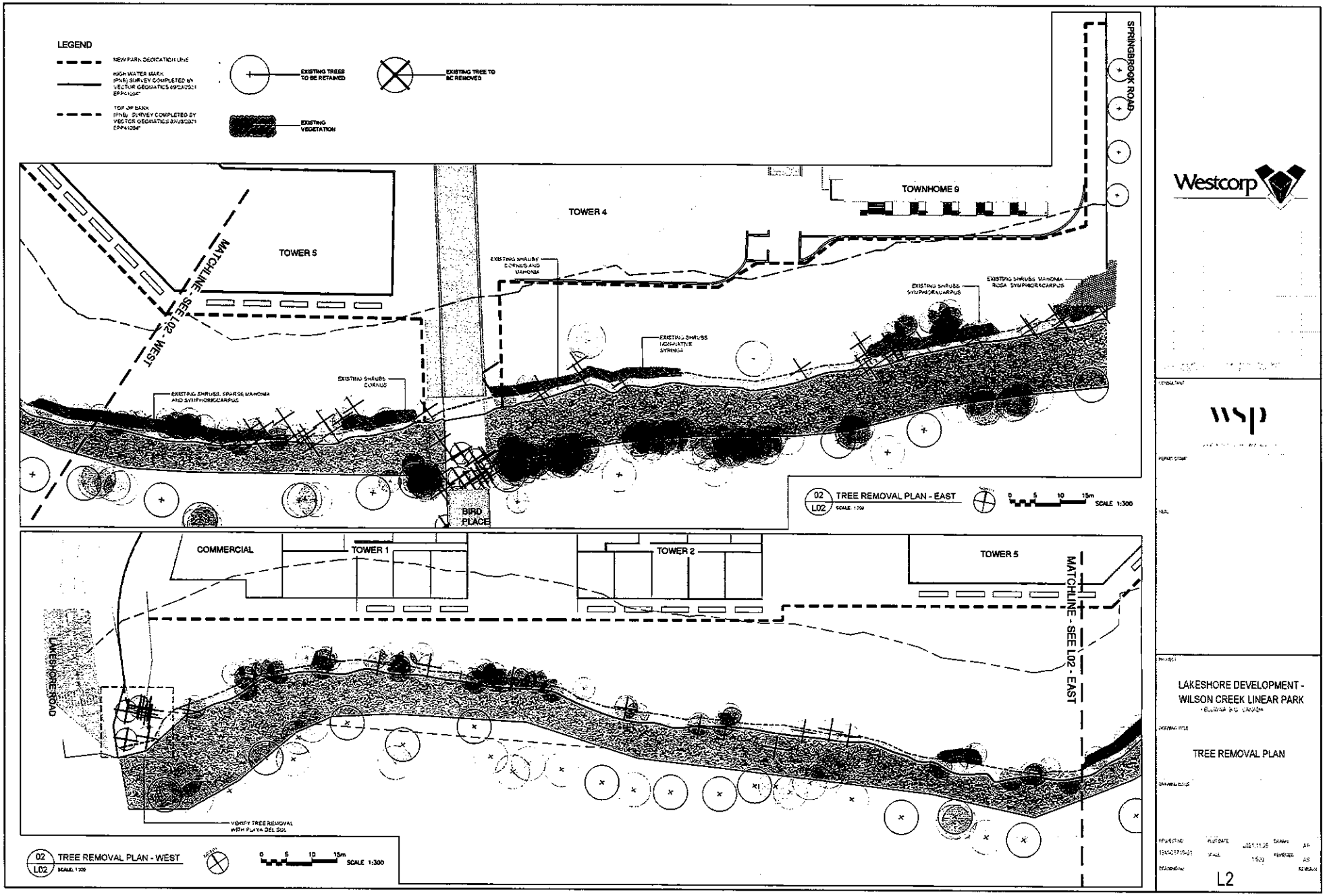
LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK
KELOWNA B.C. CANADA

CONTEXT PLAN AND DRAWING LIST

L1

Schedule B

Works and Services

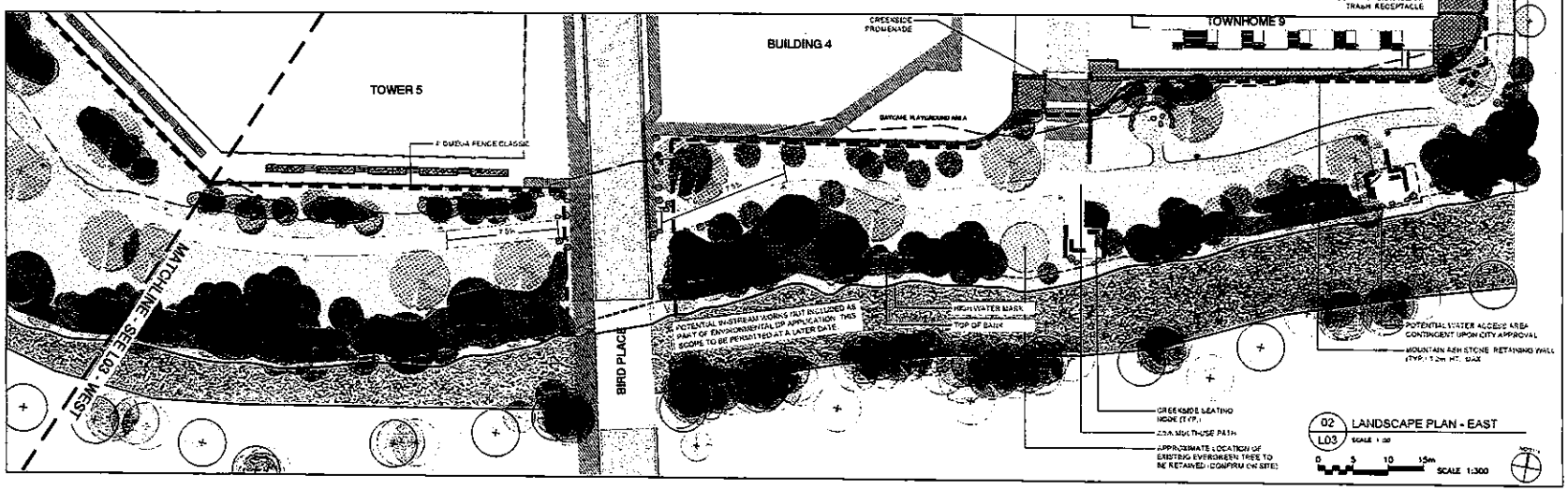

LEGEND
NEW PARK DEDICATION LINE
HIGH WATER MARK (PNB) SURVEY COMPLETED BY VECTOR GEOMATICS 09/28/2021 EPP41204
TOP OF BANK (PNB) SURVEY COMPLETED BY VECTOR GEOMATICS 09/28/2021 EPP41204
EXISTING TREES TO BE RETAINED
EXISTING TREE TO BE REMOVED
EXISTING VEGETATION
SPRINGBROOK ROAD
TOWNHOME 9
TOWER 4
TOWER 5
MATCHLINE - SEE L02 - WEST
EXISTING SHRUBS CORNUS AND MAHONIA
EXISTING SHRUBS SYMPHORICARPUS
EXISTING SHRUBS MAHONIA ROSA SYMPHORICARPUS
EXISTING SHRUBS NOMINATIVE SYRINGA
EXISTING SHRUBS CORNUS
EXISTING SHRUBS, SPARSE MAHONIA AND SYMPHORICARPUS
BIRD PLACE
02 L02 TREE REMOVAL PLAN - EAST
SCALE 1:300
COMMERCIAL
TOWER 1
TOWER 2
TOWER 5
MATCHLINE - SEE L02 - EAST
LAKESHORE ROAD
VERIFY TREE REMOVAL WITH PLAYA DEL SOL
02 L02 TREE REMOVAL PLAN - WEST
SCALE 1:300
Westcorp
wsp
LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK
TREE REMOVAL PLAN
L2

NEW PARK DEDICATION LINE
HIGH WATER MARK (PRIB) SURVEY COMPLETED BY VECTOR GEOMATICS 05/23/2021 EPP41204
TOP OF BANK (PRIB) SURVEY COMPLETED BY VECTOR GEOMATICS 05/23/2021 EPP41204
MOUNTAIN ASH STONE RETAINING WALL
LO C.I.P. CONCRETE (4" THK.) NATURAL GREY, BROOM FINISH SAWCUT
BOLLARD LIGHT (WITH AMBER WILDLIFE LIGHTING)
4' OMEGA FENCE CLASSIC
4' OMEGA FENCE CLASSIC
120mm TALL MOUNTAIN ASH DRYSTACK STONE SEATWALL
6' LONG MACLEN GOGEN BENCH WITH THERMALLY MODIFIED ASH PEDESTAL MOUNT
SMALL MOUNTAIN ASH BOULDERS 300-400mm Ø

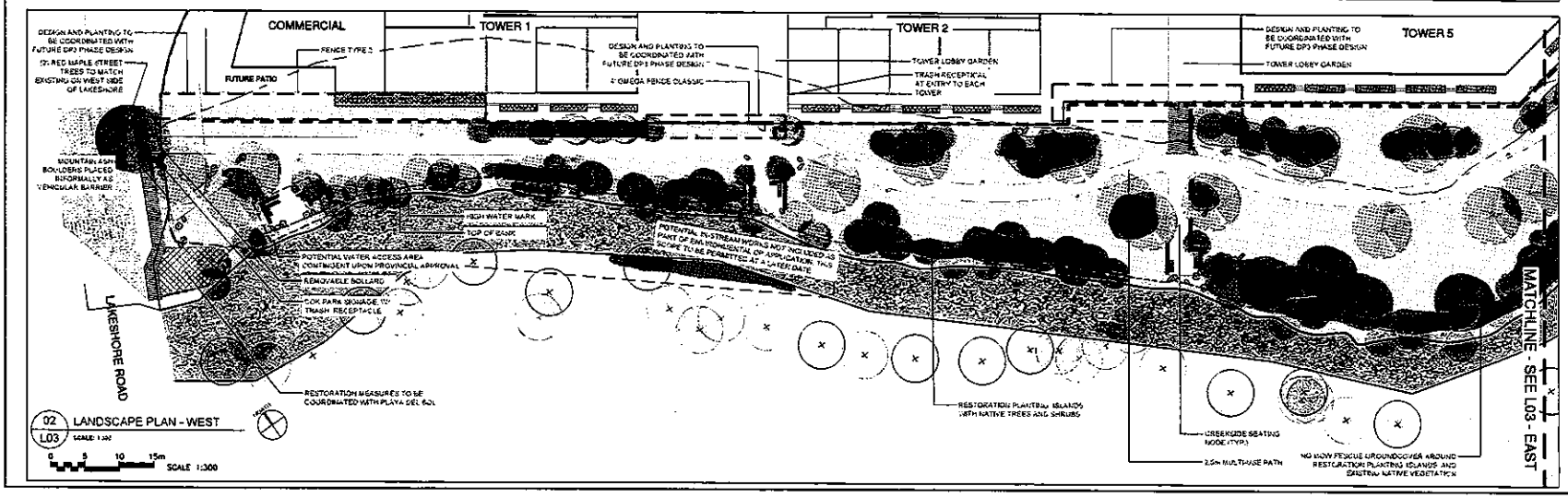
(Qty. 15) BETULA OCCIDENTALIS #10, 3m
(Qty. 11) CRATAEGUS DOUGLASII #10, 1.75m
(Qty. 42) ACER GLABRUM #10, 2.5m
(Qty. 25) ACER GLABRUM #5
(Qty. 7) PSEUDOTSUGA MENZIESII Ht. 2.5m
(Qty. 56) POPULUS TRICHOCARPA #15 Ht. 4m
(Qty. 12) POPULUS TRICHOCARPA #5, 3m
(Qty. 23) PINUS PONDEROSA Ht. 2.5m

MIXED ON-SITE ORNAMENTAL AND NATIVE PLANTING
(Qty. 40) CORNUS SERICEA # 2 @1.2M O.C.
(Qty. 88) MAHONIA AQUIFOLIUM #1
(Qty. 86) SYMPHORICARPOS ALBUS #1
(Qty. 172) SPIREA BETULAEFOLIA #1
(Qty. 22) AMELANCHIER ALNIFOLIA #2
(Qty. 11) PHILADELPHUS LEWISII #2
(Qty. 9) ROSA ASSOCIARIS SSP. SAYI #1
1 : 2 : 0.25 : 0.125 : 0.1 RATIO AT 1.2M O.C.
(Qty. 100) MAHONIA AQUIFOLIUM #1
(Qty. 483) SYMPHORICARPOS ALBUS #1
(Qty. 10) ROSA ASSOCIARIS SSP. SAYI #1
(Qty. 30) AMELANCHIER ALNIFOLIA #2
1 : 5 : 0.1 : 0.5 RATIO AT 1.2M O.C.
(Qty. 48) ROSA ASSOCIARIS SSP. SAYI #1
(Qty. 18) MAHONIA AQUIFOLIUM #1
(Qty. 3) PHILADELPHUS LEWISII #2
3 : 1 : 0.8 RATIO AT 1.2M O.C.

HYDROSEED NO-MOW FESCUE
EXISTING RIPARIAN PLANTING
EXISTING VEGETATION



02 L03 LANDSCAPE PLAN - EAST
SCALE 1:300



02 L03 LANDSCAPE PLAN - WEST
SCALE 1:300

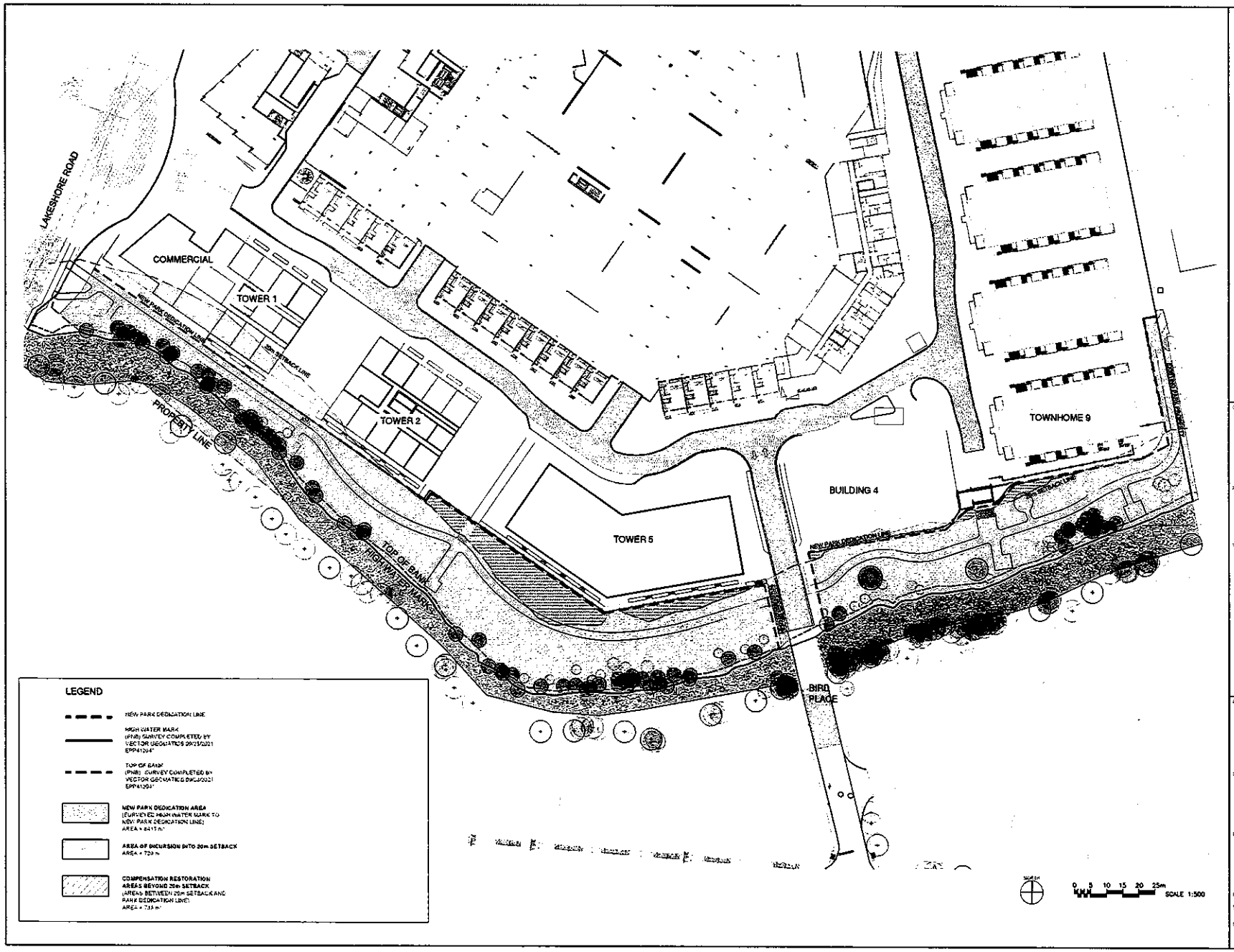
Westcorp

wsp

LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK
KELOWNA, B.C., CANADA

LANDSCAPE PLAN

L3



Westcorp

wsp

LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK

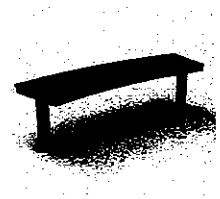
HABITAT RESTORATION COMPENSATION AREA PLAN

L4

REFERENCE IMAGERY

Omega Fence Classic, 4' and 6' heights

Maglin Ogden Bench


Maglin Ogden Bench, Pedestal mount

Mountain Ash Boulders

Mountain Ash Retaining Walls

Low Mountain Ash Seat Wall

PLANT PALETTE

Acer glabrum

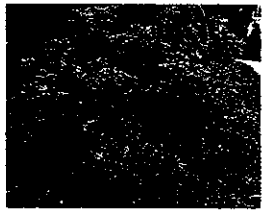
Amelanchier alnifolia

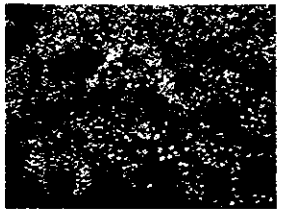
Betula occidentalis

Cornus sericea

Craetagus douglasii

Festuca idahoensis

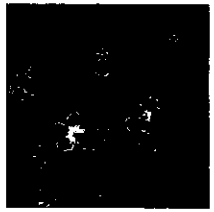

Mahonia aquifolium


Philadelphus lewisii

Pinus Ponderosa

Populus trichocarpa

Pseudotsuga_menziesii


Rosa acicularis ssp. sayi

Spiraea betulifolia

Symphoricarpos albus

Westcorp

wsp

LAKESHORE DEVELOPMENT - WILSON CREEK LINEAR PARK

REFERENCE IMAGERY AND PLANT PALETTE

L5

Schedule C

Certificate of Insurance

City of Kelowna

1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

City staff to complete prior to circulation
City Dept.: _____
Dept. Contact: _____
Project/Contract/Event: _____

Insured

Name:

Address:

Broker

Name:

Address:

Location and nature of operation and/or contract reference to which this Certificate applies:

Type of Insurance	Company & Policy Number	Policy Dates *Effective*	Policy Dates *Expiry*	Limits of Liability/Amounts
Section 1 Comprehensive General Liability including: • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause.				Bodily Injury and Property Damage $ 5,000,000 Inclusive $ _____ Aggregate $ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage $ 2,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name _____ Title _____ Company (Insurer or Broker) _____

Signature of Authorized Signatory _____ Date _____

{03036938;1}

SCHEDULE "E"
Roads and Sidewalks Statutory Rights of Way

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 **Province of British Columbia**

Aug-06-2014 08:44:42.004

CA3885509

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Bradley Cameron Cronquist MN4MPW

Digitally signed by Bradley Cameron Cronquist MN4MPW
DN: c=CA, cn=Bradley Cameron Cronquist MN4MPW, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?Id=MN4MPW
Date: 2014.08.05 14:34:25 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3

Phone 250-762-2108
Client No. 10332
BCC/50895.2-mlw (SRW)

Document Fees: $73.50

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]	[LEGAL DESCRIPTION]
029-326-222	**THAT PART OF DISTRICT LOT 134, ODYD, SHOWN ON PLAN EPP41104**

STC? YES ☐

3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION

Statutory Right of Way

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

WESTCORP ON THE LAKE INC. (INC. NO. A75763)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF KELOWNA

1435 WATER STREET
KELOWNA BRITISH COLUMBIA
V1Y 1J4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
NIL

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y	M	D	Transferor(s) Signature(s)
Bradley C. Cronquist Barrister & Solicitor 3rd Floor, 1665 Ellis Street Kelowna, BC V1Y 2B3	14	07	11	WESTCORP ON THE LAKE INC., by its authorized signatory(ies): Name: Phil Milroy
As to all signatures				Name:

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2

STATUTORY RIGHT OF WAY – Public Access

THIS COVENANT dated for reference the __ day of _____, 20__

BETWEEN:

WESTCORP ON THE LAKE INC. (Inc. No. A75763)
300 -1460 Pandosy Street, Kelowna, B.C. V1Y 1P3

(the "Grantor")

AND:

CITY OF KELOWNA, a municipality under the laws of British Columbia, having offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "City")

RECITALS:

A. The Grantor owns the land located in the City of Kelowna, British Columbia legally described as:
PID: 026-326-222
That Part of District Lot 134, ODYD, Shown on Plan EPP41104

(the "Land");

B. The Grantor intends to construct a road (including upon a bridge) with adjoining sidewalks on the Land (the "Roads and Sidewalks");

C. Section 218 of the *Land Title Act,* R.S.B.C., c. 250 enables the Grantor to grant in favour of the City an easement without a dominant tenement known as a statutory right of way;

D. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act*, and in consideration of ONE DOLLAR ($1.00) paid by the City to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges), the Grantor grants to and covenants with the City as follows:

1. **Grant of Statutory Right of Way** - The Grantor hereby grants, conveys and confirms to the City in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way ("Statutory Right of Way") for the City, its officers, employees, contractors and agents, in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the Land (the "Right of Way Area") to:

(a) access the Roads and Sidewalks and to permit the public to use the Roads and Sidewalks;

(b) permit the public (without the need for any express invitation) to have use of the Right of Way Area by foot, bicycle, and other means of conveyance, including motor vehicles.

2. **Grantor's Obligations** - The Grantor must:

(a) not do or permit to be done anything in the Right of Way Area which in the opinion of the City, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area or the rights granted under this Statutory Right of Way;

(b) trim or, if the City requires, permit the City to trim or cut down any tree or other growth on the Right of Way Area which in the opinion of the City constitutes or may constitute a danger, impairment or obstruction to the Right of Way Area;

(c) permit the City to peaceably hold and enjoy the rights hereby granted;

(d) permit the City to do all other things in the Right of Way Area which in the reasonable opinion of the City are reasonably necessary for the safe use and preservation of the Right of Way Area for the purposes of the Statutory Right of Way;

(e) not deposit or place garbage, debris or other material on the Right of Way Area;

(f) at its own expense, do or cause to be done all acts necessary to grant priority to this Statutory Right of Way over all charges and encumbrances which are registered, or pending registration, against title to the Land, in the applicable Land Title Office, save and except those as have been approved in writing by the City or have been granted in favour of the City; and

(g) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the City the rights, liberties and statutory right of way hereby granted.

3. **City's Obligations** - The City:

(a) covenants and agrees that, notwithstanding the blanket grant in Paragraph 1. herein, the City will restrict its use of the Right of Way Area to the Roads and Sidewalks constructed by the Grantor;

(b) must indemnify and save harmless the Grantor from and against all liability for losses, costs, actions, causes of action, claims, demands, liabilities and expenses which the Grantor may suffer or incur due to:

(i) any default by the City in observing or performing the City's obligations under this Agreement; or,

(ii) use of the Right of Way area by members of the public, as public roads and sidewalks.

4. **Grantor Indemnity** – The Grantor covenants to and does hereby indemnify and save harmless the City, its elected officials, officers, and employees at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the City is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from any act, omission, negligence or default of the Grantor in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the City.

5. **No Obligation to Maintain** - No right herein granted to or reserved by the City requires the City to clean, repair or maintain the Roads and Sidewalks or the Right of Way Area, except as expressly provided herein.

6. **City's Rights** - The City:

   (a) is entitled to peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor; and

   (b) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency, the City must first give 20 days prior notice to the Grantor specifying the default and requiring it to be remedied. The Grantor shall reimburse the City for its reasonable, out of pocket expenses incurred in remedying such a default.

7. **No Waiver** - No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.

8. **No Effect on Powers** - This Agreement does not:

   (a) affect or limit the discretion, rights, duties or powers of the City under the common law or any statute, bylaw, or other enactment;

   (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or

   (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.

9. **Notice** - Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses hereinbefore set out. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is mailed, it is to be deemed given 5 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice must do so by personal delivery as provided in this section. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.

10. **Severance** - If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

11. **Entire Agreement** - No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

12. **Headings** - The headings in this Statutory Right of Way are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.

13. **Interpretation** - In this Agreement:

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

    (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

    (c) reference to a particular numbered section or article is a reference to the correspondingly numbered or lettered article, or section of this Agreement;

    (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

    (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

    (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

    (g) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;

    (h) time is of the essence;

    (i) all provisions are to be interpreted as always speaking;

(j) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;

(k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and

(l) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

14. **Interest In Land and Enurement** - The Statutory Right of Way runs with the Land and each and every part into which the Land may be subdivided or consolidated by any means (including by deposit of strata plan or leasehold plan of any kind), but no part of the fee of the Land passes to or is vested in the City under or by this Agreement and the Grantor may fully use the Right of Way Area and Land subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement. This Statutory Right of Way enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

Execution - As evidence of their agreement to be bound by the above terms, the Grantor and Grantee have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 **Province of British Columbia**

Dec-11-2013 09:27:32.007

CA3501753

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Bradley Cameron Cronquist UWVUW8

Digitally signed by Bradley Cameron Cronquist UWVUW8
DN: c=CA, cn=Bradley Cameron Cronquist UWVUW8, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=UWVUW8
Date: 2013.12.10 15:24:03 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3

Phone 250-762-2108
Client No. 10332
BCC/50895.2-mlw (SRW - Public Access)

Document Fees: $73.50

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT A, DISTRICT LOT 134, ODYD, PLAN EPP32434

STC? YES

Related Plan Number: **EPP32434**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Statutory Right of Way

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

WESTCORP ON THE LAKE INC. (INC. NO. A75763)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF KELOWNA

1435 WATER STREET
KELOWNA BRITISH COLUMBIA
V1Y 1J4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

NIL

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Bradley C. Cronquist
Barrister & Solicitor

3rd Floor, 1665 Ellis Street
Kelowna, BC V1Y 2B3

As to both signatures if more than one

Execution Date		
Y	M	D
13	09	04

Transferor(s) Signature(s)

WESTCORP ON THE LAKE INC.,
by its authorized signatory(ies):

Print Name: Gail Temple

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Jacqueline Joy Bytelaar Commissioner for Taking Affidavits in BC 1435 Water Street Kelowna, BC V1Y 1J4	13	09	26	CITY OF KELOWNA, by its authorized signatory(ies): Print Name: Walter Gray, Mayor Print Name: Karen Needham, Deputy City Clerk

As to both signatures if more than one

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT – PART 2
STATUTORY RIGHT OF WAY – Public Access

THIS COVENANT dated for reference the _____ day of _____, 20_____

BETWEEN:

WESTCORP ON THE LAKE INC. (Inc. No. A75763)
300 -1460 Pandosy Street, Kelowna, B.C. V1Y 1P3

(the "Grantor")

AND:

CITY OF KELOWNA, a municipality under the laws of British Columbia, having offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "City")

RECITALS:

A. The Grantor owns the land located in the City of Kelowna, British Columbia legally described as:

PID: NO PID NUMBER
Lot A, District Lot 134, ODYD, Plan EPP32434

(the "Land");

B. The Grantor intends to construct a series of circulation roads with adjoining sidewalks on the Land (the "Roads and Sidewalks"). For greater certainty, the Roads and Sidewalks shall be limited to:

(a) roads that are solely for circulation throughout the Land and shall not include roads that provide access to a residential complex, a park or a pool located on the Land;

(b) sidewalks that are adjoining a road described in (a) above, and shall not include sidewalks within a residential complex or development, or sidewalks that are on, in, around or lead to a park, pool or other amenity located on the Land;

C. Section 218 of the *Land Title Act*, R.S.B.C., c. 250 enables the Grantor to grant in favour of the City and easement without a dominant tenement knows as a statutory right of way;

D. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act*, and in consideration of ONE DOLLAR ($1.00) paid by the City to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges), the Grantor grants to and covenants with the City as follows:

1. **Grant of Statutory Right of Way** - The Grantor hereby grants, conveys and confirms to the City in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way ("Statutory Right of Way") for the City, its officers, employees, contractors and agents, in common with the Grantor, at all times hereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and across the Land (the "Right of Way Area") to:

   (a) access the Roads and Sidewalks and to permit the public to use the Roads and Sidewalks;

   (b) permit the public (without the need for any express invitation) to have use of the Right of Way Area by foot, bicycle, and other means of conveyance, including motor vehicles.

2. **Grantor's Obligations** - The Grantor must:

   (a) not do or permit to be done anything in the Right of Way Area which in the opinion of the City, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area or the rights granted under this Statutory Right of Way;

   (b) trim or, if the City requires, permit the City to trim or cut down any tree or other growth on the Right of Way Area which in the opinion of the City constitutes or may constitute a danger, impairment or obstruction to the Right of Way Area;

   (c) permit the City to peaceably hold and enjoy the rights hereby granted;

   (d) permit the City to do all other things in the Right of Way Area which in the reasonable opinion of the City are reasonably necessary for the safe use and preservation of the Right of Way Area for the purposes of the Statutory Right of Way;

   (e) not deposit or place garbage, debris or other material on the Right of Way Area;

   (f) at its own expense, do or cause to be done all acts necessary to grant priority to this Statutory Right of Way over all charges and encumbrances which are registered, or pending registration, against title to the Land, in the applicable Land Title Office, save and except those as have been approved in writing by the City or have been granted in favour of the City; and

   (g) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever for better assuring to the City the rights, liberties and statutory right of way hereby granted.

3. **City's Obligations** - The City:

   (a) covenants and agrees that, notwithstanding the blanket grant in Paragraph 1. herein, the City will restrict its use of the Right of Way Area to the Roads and Sidewalks constructed by the Grantor;

(b) must indemnify and save harmless the Grantor from and against all liability for losses, costs, actions, causes of action, claims, demands, liabilities and expenses which the Grantor may suffer or incur due to:

(i) any default by the City in observing or performing the City's obligations under this Agreement; or,

(ii) use of the Right of Way area by members of the public, as public roads and sidewalks.

4. **Grantor Indemnity** – The Grantor covenants to and does hereby indemnify and save harmless the City, its elected officials, officers, and employees at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the City is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from any act, omission, negligence or default of the Grantor in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the City.

5. **No Obligation to Maintain** - No right herein granted to or reserved by the City requires the City to clean, repair or maintain the Roads and Sidewalks or the Right of Way Area, except as expressly provided herein.

6. **City's Rights** - The City:

(a) is entitled to peaceably hold and enjoy the rights, liberties and Statutory Right of Way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor; and

(b) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency, the City must first give 20 days prior notice to the Grantor specifying the default and requiring it to be remedied. The Grantor shall reimburse the City for its reasonable, out of pocket expenses incurred in remedying such a default.

7. **No Waiver** - No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by either party of a previous default of the other is to be taken to operate as a waiver of any subsequent default or continuing default, or to in any way defeat or affect the rights and remedies of the non-defaulting party.

8. **No Effect on Powers** - This Agreement does not:

(a) affect or limit the discretion, rights, duties or powers of the City under the common law or any statute, bylaw, or other enactment;

(b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or

(c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.

9. **Notice** - Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses hereinbefore set out. If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is mailed, it is to be deemed given 5 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice must do so by personal delivery as provided in this section. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.

10. **Severance** - If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

11. **Survey of Roads and Sidewalks** – Upon the establishment of a system of Roads and Sidewalks on the Lands, the Grantor may, at its sole option and expense, arrange to the have the Roads and Sidewalks surveyed by an accredited British Columbia Land Surveyor. The City hereby agrees that it will provide a discharge of this Statutory Right of Way at the request of the Grantor provided that the Grantor shall provide a replacement statutory right of way, substantially on the same terms and conditions as contained in this Statutory Right of Way, with the Roads and Sidewalks being the right of way area and identified by survey. The Grantor shall be responsible for any and all costs associated with the discharge of this Statutory Right of Way and registration of a replacement statutory right of way.

12. **Entire Agreement** - No amendment of this Agreement, is valid or binding unless in writing and executed by the parties.

13. **Headings** - The headings in this Statutory Right of Way are inserted for reference and convenience only and must not be used to construe or interpret the provisions hereof.

14. **Interpretation** - In this Agreement:

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

(b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

(c) reference to a particular numbered section or article is a reference to the correspondingly numbered or lettered article, or section of this Agreement;

(d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

(e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

(f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

(g) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;

(h) time is of the essence;

(i) all provisions are to be interpreted as always speaking;

(j) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;

(k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and

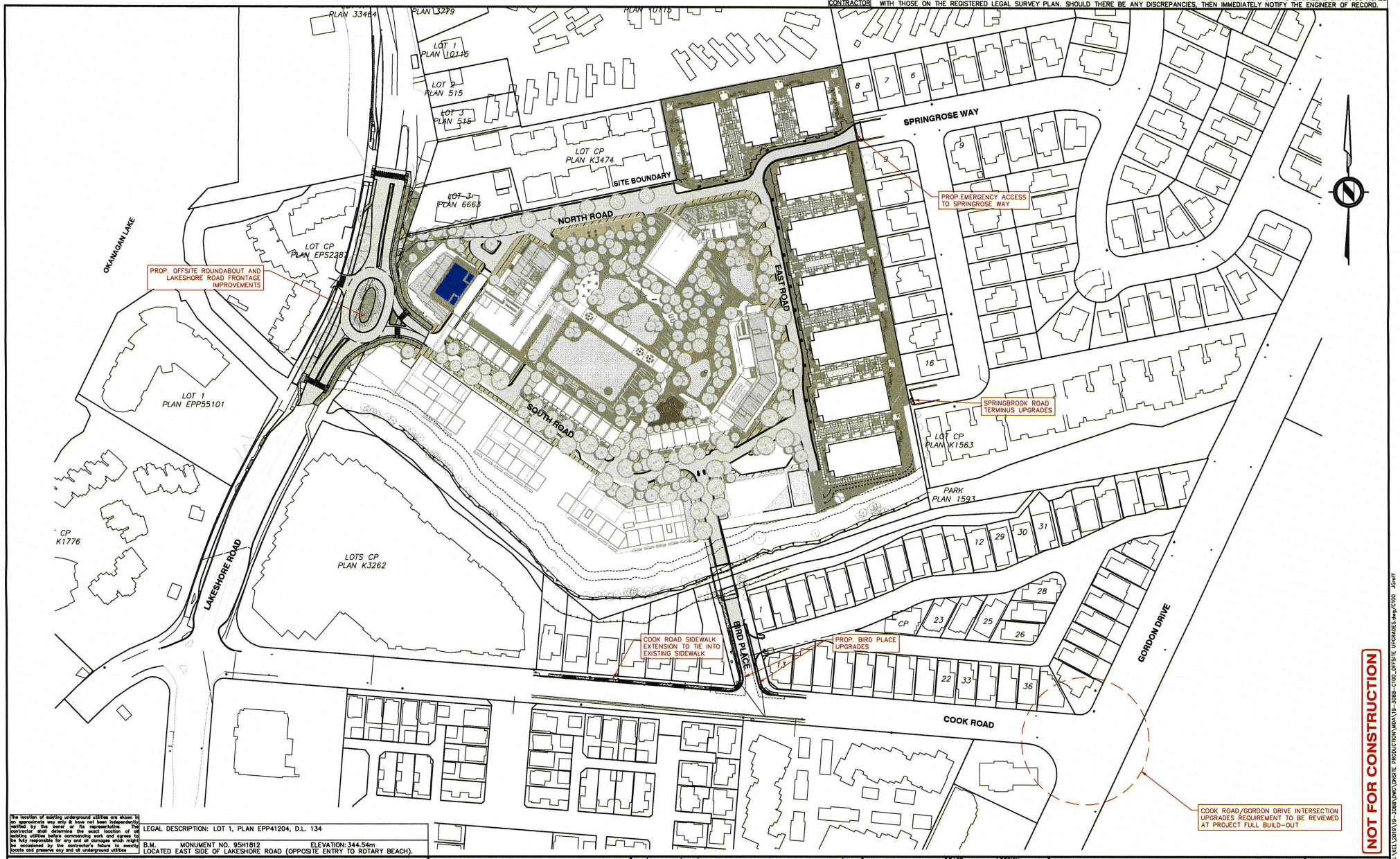
(l) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

15. **Interest In Land and Enurement** - The Statutory Right of Way runs with the Land and each and every part into which the Land may be subdivided or consolidated by any means (including by deposit of strata plan or leasehold plan of any kind), but no part of the fee of the Land passes to or is vested in the City under or by this Agreement and the Grantor may fully use the Right of Way Area and Land subject only to the common law and the rights, obligations and restrictions expressly set out in this Agreement. This Statutory Right of Way enures to the benefit of and is binding on the parties notwithstanding any rule of law or equity to the contrary.

Execution - As evidence of their agreement to be bound by the above terms, the Grantor and Grantee have executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "F"
Offsite Infrastructure Improvements Plan

NOTICE TO CONTRACTOR IT IS THE RESPONSIBILITY OF THE CONTRACTOR'S SURVEYOR TO VERIFY THAT ALL LEGAL SURVEY DIMENSIONS SHOWN ON THE ENGINEERS DRAWINGS AGREE WITH THOSE ON THE REGISTERED LEGAL SURVEY PLAN. SHOULD THERE BE ANY DISCREPANCIES, THEN IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.



NOT FOR CONSTRUCTION

The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities

LEGAL DESCRIPTION: LOT 1, PLAN EPP41204, D.L. 134

B.M. MONUMENT NO. 95H1812 ELEVATION: 344.54m
LOCATED EAST SIDE OF LAKESHORE ROAD (OPPOSITE ENTRY TO ROTARY BEACH).

LEGEND

WATER
SAN. SEWER
STORM SEWER
GAS
U/G TELEPHONE
U/G ELECTRICAL

LEGEND

NEW PAVEMENT
ASPHALT REPLACEMENT
MILL AND OVERLAY

NAD 83

INSERTION BASE POINT= 300,000 , 5,500,000

Locations and offsets of existing utilities shown on this plan are not guaranteed to be accurate and must be verified in the field PRIOR TO CONSTRUCTION. The City of Kelowna does not guarantee their accuracy. Consumed persons should not rely on these documents and should verify all information shown by way of site survey and other appropriate methods. The City of Kelowna accepts no liability for use of these files or information.

APLIN MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING
1258 Ellis Street, Kelowna, B.C. Canada V1Y 1Z4
Tel: (250) 448-0157, Email: kelowna@aplinmartin.com

NO.	YY/MM/DD	BY	REVISION	CH'KD
1	22/02/07	JMR	ISSUED FOR MDA SCHEDULES	JRG
0	21/07/14	JMR	ISSUED FOR MDA SCHEDULES	JRG

BASE TIG DESIGN JRG
APPROVED JDB
DATE FEBRUARY 2022
SCALE HORIZ. 1:1000 VERT. N/A
SCALE NOT ACCURATE OVER LONG DISTANCES

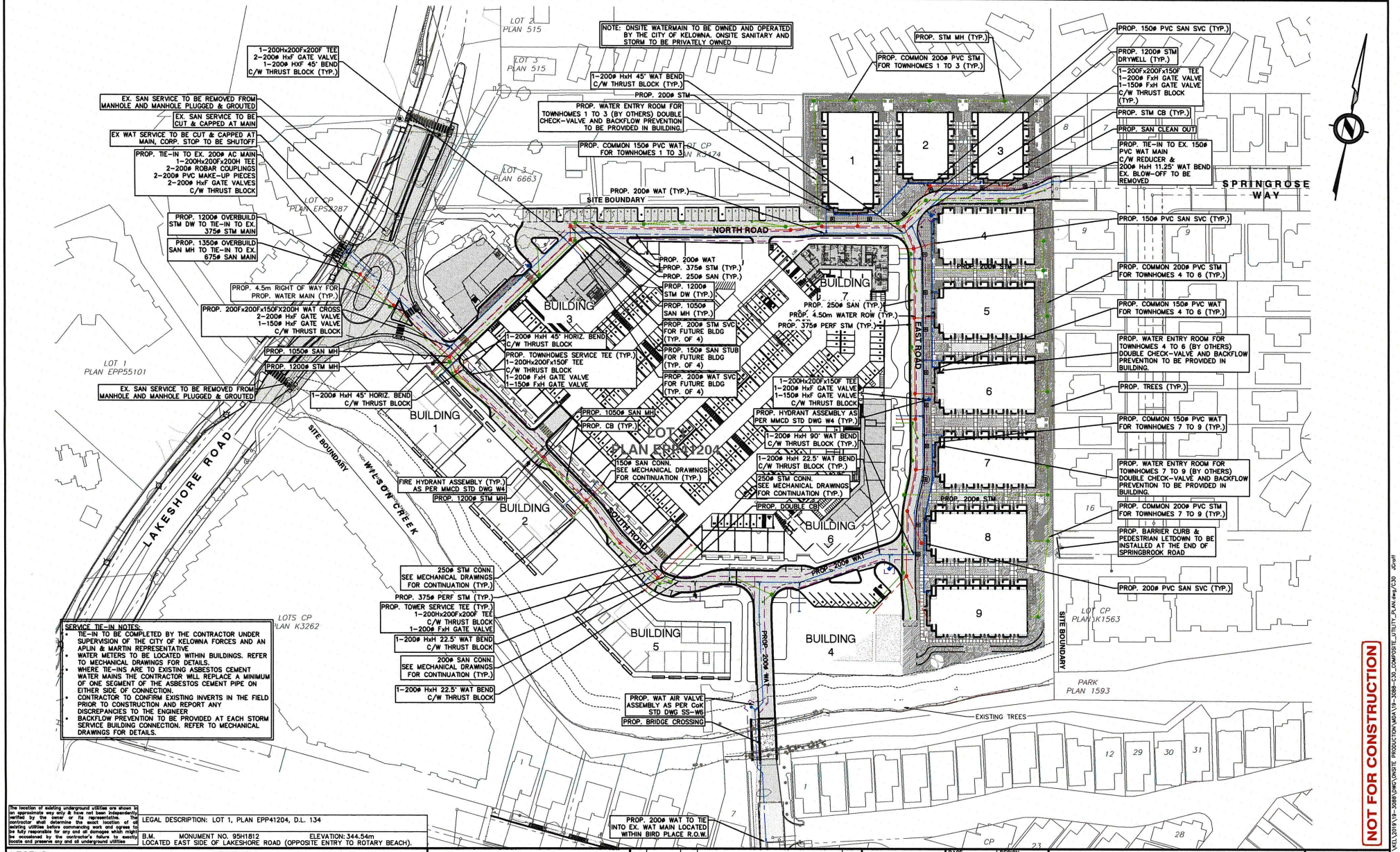
THE CITY OF KELOWNA
DESIGN AND CONSTRUCTION
WESTCORP LAKESHORE PROPERTY DEVELOPMENT SITE
OFFSITE INFRASTRUCTURE IMPROVEMENT PLAN

DIVISION
DRAWING NO. 19-3088-C100
REV NO. 1
CITY DRAWING NO.

Feb 07 2022 - 3:01pm M:\KEL\2019\19-3088\DWG\ONSITE PRODUCTION\MDA\19-3088-C100_OFFSITE UPGRADES.dwg/C100 JGraff

SCHEDULE "G"
Onsite Servicing Plan

NOTICE TO CONTRACTOR: IT IS THE RESPONSIBILITY OF THE CONTRACTOR'S SURVEYOR TO VERIFY THAT ALL LEGAL SURVEY DIMENSIONS SHOWN ON THE ENGINEERS DRAWINGS AGREE WITH THOSE ON THE REGISTERED LEGAL SURVEY PLAN. SHOULD THERE BE ANY DISCREPANCIES, THEN IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.



SERVICE TIE-IN NOTES:

- TIE-IN TO BE COMPLETED BY THE CONTRACTOR UNDER SUPERVISION OF THE CITY OF KELOWNA FORCES AND AN APLIN & MARTIN REPRESENTATIVE
- WATER METERS TO BE LOCATED WITHIN BUILDINGS. REFER TO MECHANICAL DRAWINGS FOR DETAILS.
- WHERE TIE-INS ARE TO EXISTING ASBESTOS CEMENT WATER MAINS THE CONTRACTOR WILL REPLACE A MINIMUM OF ONE SEGMENT OF THE ASBESTOS CEMENT PIPE ON EITHER SIDE OF CONNECTION.
- CONTRACTOR TO CONFIRM EXISTING INVERTS IN THE FIELD PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ENGINEER
- BACKFLOW PREVENTION TO BE PROVIDED AT EACH STORM SERVICE BUILDING CONNECTION. REFER TO MECHANICAL DRAWINGS FOR DETAILS.

The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

LEGAL DESCRIPTION: LOT 1, PLAN EPP41204, D.L. 134

B.M. MONUMENT NO. 95H1812 ELEVATION: 344.54m
LOCATED EAST SIDE OF LAKESHORE ROAD (OPPOSITE ENTRY TO ROTARY BEACH).

LEGEND

WATER
SAN. SEWER
STORM SEWER
GAS
U/G TELEPHONE
U/G ELECTRICAL

LEGEND

NEW PAVEMENT
ASPHALT REPLACEMENT
MILL AND OVERLAY

NAD 83

INSERTION BASE POINT= 300,000 , 5,500,000

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1258 Ellis Street, Kelowna, B.C. Canada V1Y 1Z4
Tel: (250) 448-0157, Email: kelowna@aplinmartin.com

NO.	YY/MM/DD	BY	REVISION	CH'KD
0	21/07/14	JMR	ISSUED FOR MDA SCHEDULES	JRG

BASE TIG DESIGN JRG
APPROVED JDB
DATE JULY 2021
SCALE HORIZ. 1:750 VERT. N/A
SCALE NOT ACCURATE OVER LONG DISTANCES

THE CITY OF KELOWNA
DESIGN AND CONSTRUCTION
WESTCORP LAKESHORE PROPERTY DEVELOPMENT SITE

ONSITE SERVICING PLAN

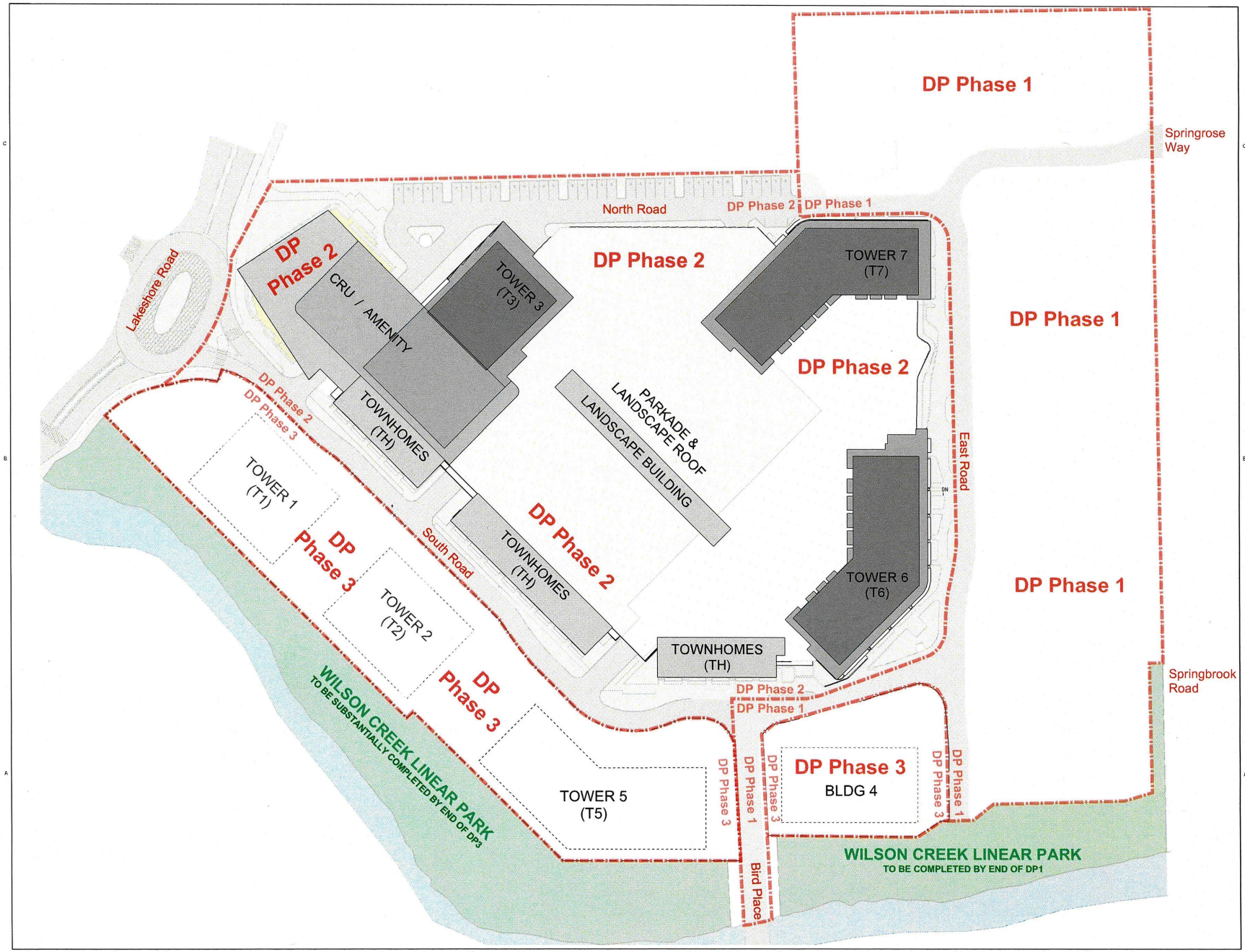
DIVISION

DRAWING NO. 19-3088-C30
REV NO 0
CITY DRAWING NO.

0 7.5 1:750 37.5m

Jul 21, 2021 - 9:37am M:\KEL\2019\19-3088\DWG\ONSITE PRODUCTION\MDA\19-3088-C30_COMPOSITE_UTILITY_PLAN.dwg/C30 JDoeff

SCHEDULE "H"
Phasing Plan



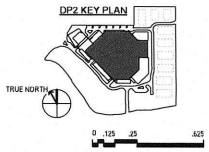
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-01-28	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV IIII

Project Number 10268137
Original Issue 01/28/22

Sheet Name

Scale
1 : 500

Sheet Number
A.101

Project Status
Building Permit

SCHEDULE "I"
Phased Parking Plan

CD24 DEVELOPMENT PERMIT PHASING

MDA
PHASED PARKING SET

2022.06.24

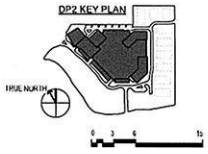
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	CHL Consultants Ltd.

Sheet Reviewer | Checker

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4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Sheet Name

Scale
1 : 500

Sheet Number
A-101

Project Status
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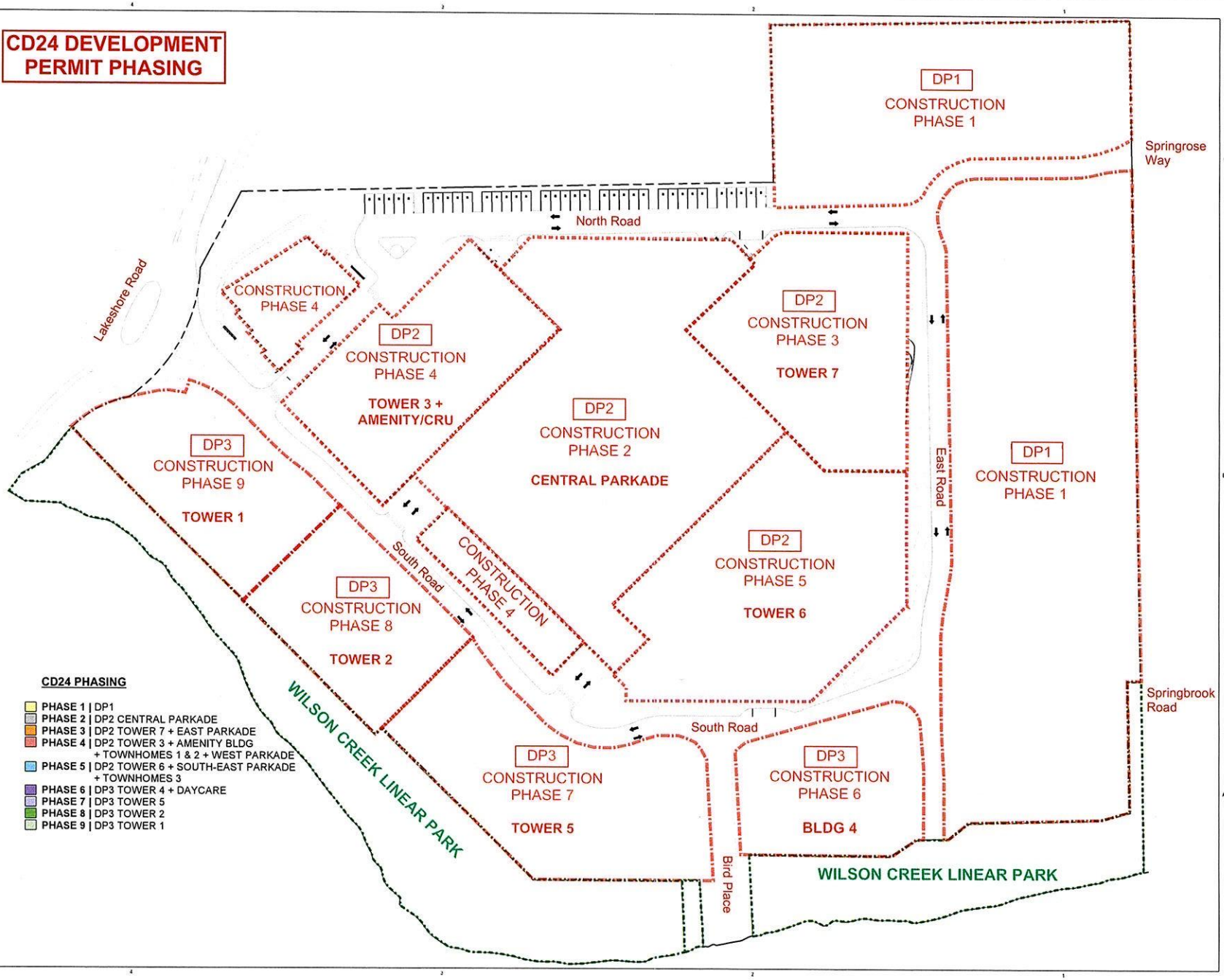


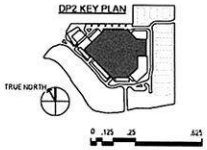
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT
PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glidman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
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Project Number 10268137
Original Issue 01/08/22

Sheet Name
CONSTRUCTION
PHASING PLAN

Scale
1 : 500

Sheet Number
A.101

Project Status
Building Permit

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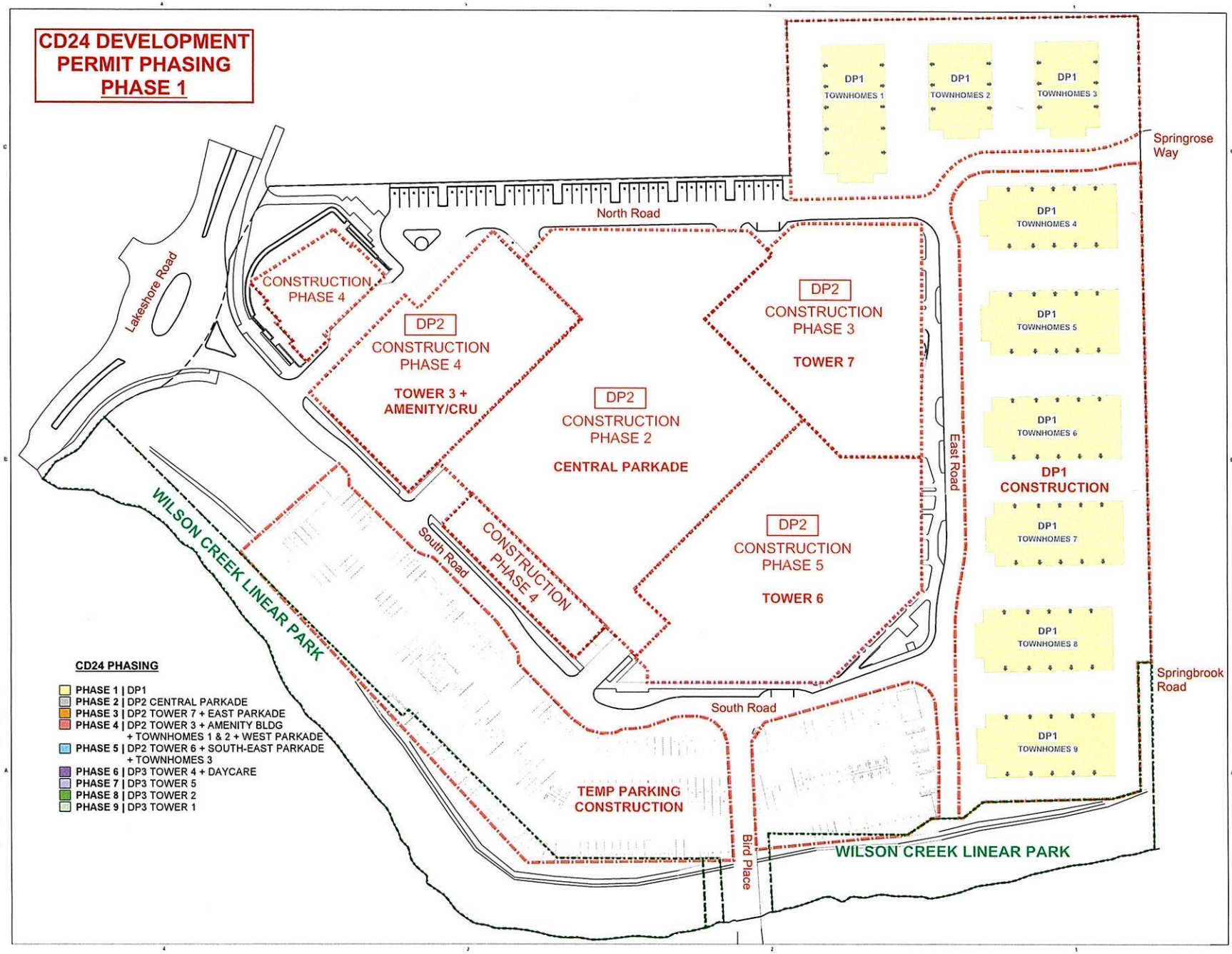
CD24 DEVELOPMENT PERMIT PHASING PHASE 1



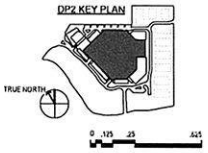
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Duhby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinhold Engineering
Electrical Engineer	Falkon Engineering
Plumbing Engineer	Reinhold Engineering
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4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Project Number	10268137
Original Issue	01/08/02

Sheet Name

PHASE 1
AT GRADE / LEVEL 1

Scale
1 : 500

Sheet Number

A.101

Project Status
Building Permit

CD24 DEVELOPMENT PERMIT PHASING

CONSTRUCTION PHASE 2
DP2 CENTRAL PARKADE

PARKING ALLOCATION
DP1

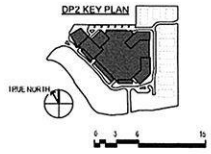
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24 DEVELOPMENT
PERMIT PHASING

DP2 KEY PLAN



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Landscape Architect	WSP
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Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	CHL Consultants Ltd.

Sheet Reviewer | Checker

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5	2022-06-24	ISSUED FOR MDA REV III

Sheet Name

Scale
1 : 500

Sheet Number
A-101

Project Status
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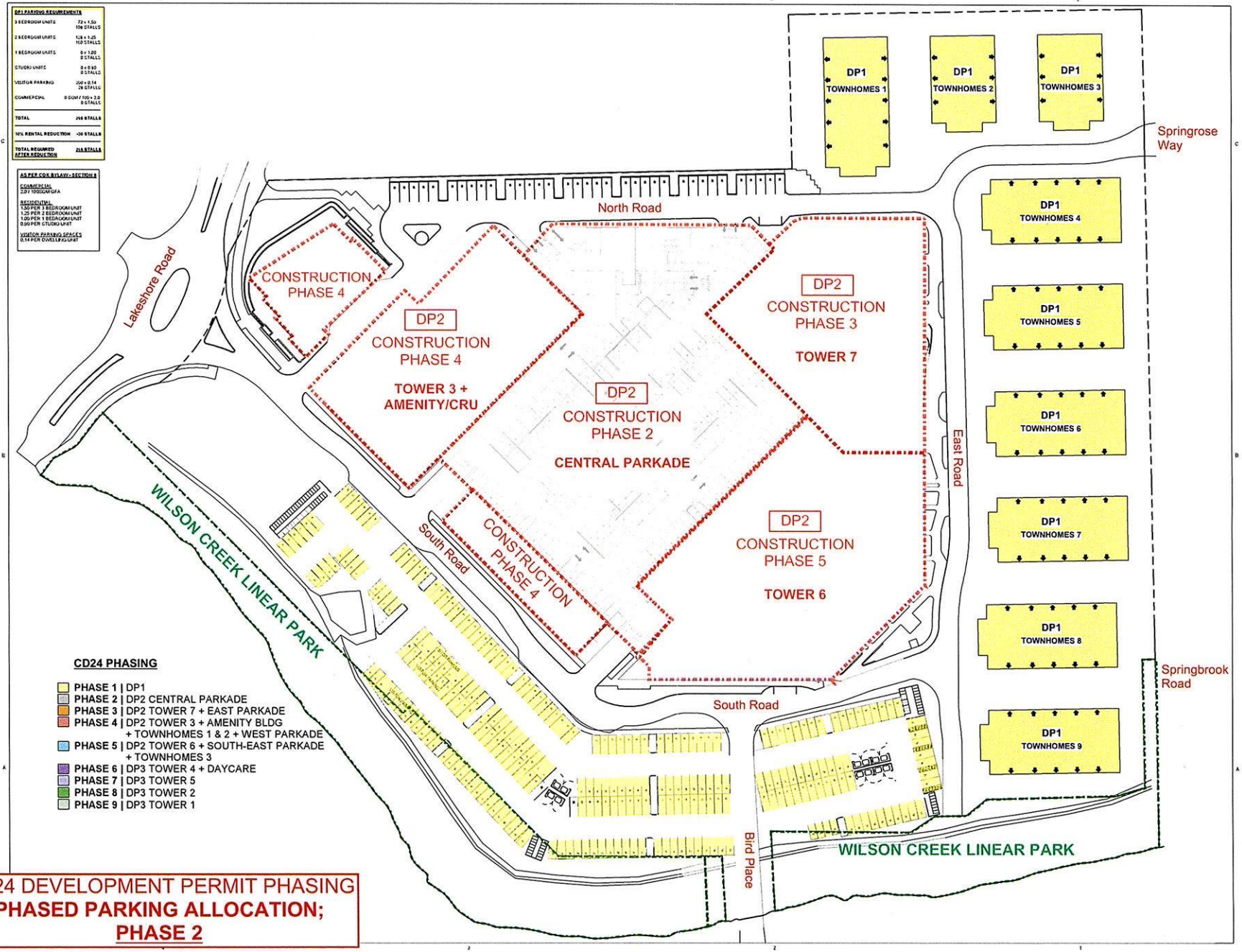

CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION;
PHASE 2

HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN

TRUE NORTH

0 .125 .25 .425

Project Manager	Al Buehby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
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5	2022-06-24	ISSUED FOR MDA REV III

Project Number 102058137
Original Issue 6/10/2022

Sheet Name
PHASE 2
AT GRADE / LEVEL 1

Scale
1 : 500

Sheet Number
A.101

Project Status
Building Permit

CD24 DEVELOPMENT PERMIT PHASING

CONSTRUCTION PHASE 3
DP2 TOWER 7

PARKING ALLOCATION
DP1

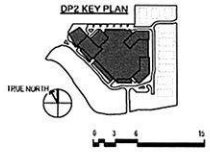
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24 DEVELOPMENT
PERMIT PHASING

DP2 KEY PLAN



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Envelope Consultant	TBD
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Sheet Reviewer | Checker

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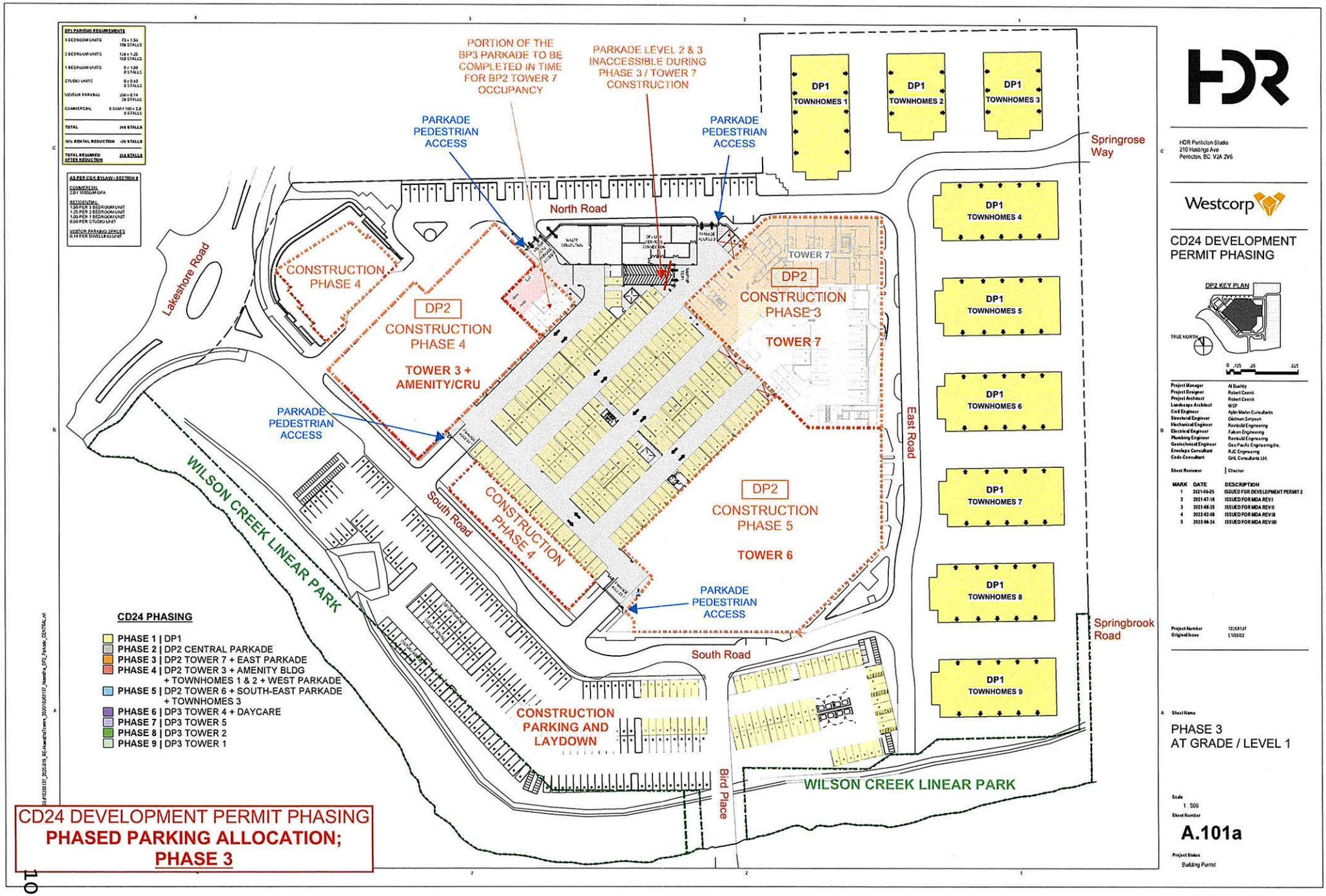
5	2022-06-24	ISSUED FOR MDA REV III

Sheet Name

Scale
1 500

Sheet Number
A-101

Project Status
SCHEMATIC DESIGN


DP1 PARKING REQUIREMENTS
3 BEDROOM UNITS 72 x 1.50 108 STALLS
2 BEDROOM UNITS 128 x 1.25 160 STALLS
1 BEDROOM UNITS 0 x 1.00 0 STALLS
STUDIO UNITS 0 x 0.80 0 STALLS
VISITOR PARKING 200 x 0.14 28 STALLS
COMMERCIAL 0 GCA / 100 x 2.0 0 STALLS
TOTAL 296 STALLS
50% RENTAL REDUCTION -148 STALLS
TOTAL REQUIRED AFTER REDUCTION 148 STALLS
AS PER COK BYLAW - SECTION 8
COMMERCIAL
2.0 / 100SQM GFA
RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.80 PER STUDIO UNIT
VISITOR PARKING SPACES
0.14 PER DWELLING UNIT
PORTION OF THE BP3 PARKADE TO BE COMPLETED IN TIME FOR BP2 TOWER 7 OCCUPANCY
PARKADE LEVEL 2 & 3 INACCESSIBLE DURING PHASE 3 / TOWER 7 CONSTRUCTION
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
DP1 TOWNHOMES 1
DP1 TOWNHOMES 2
DP1 TOWNHOMES 3
DP1 TOWNHOMES 4
DP1 TOWNHOMES 5
DP1 TOWNHOMES 6
DP1 TOWNHOMES 7
DP1 TOWNHOMES 8
DP1 TOWNHOMES 9
Springrose Way
North Road
Lakeshore Road
CONSTRUCTION PHASE 4
DP2
CONSTRUCTION PHASE 4
TOWER 3 + AMENITY/CRU
TOWER 7
DP2
CONSTRUCTION PHASE 3
TOWER 7
East Road
WILSON CREEK LINEAR PARK
South Road
CONSTRUCTION PHASE 4
DP2
CONSTRUCTION PHASE 5
TOWER 6
Springbrook Road
South Road
CONSTRUCTION PARKING AND LAYDOWN
Bird Place
WILSON CREEK LINEAR PARK
CD24 PHASING
PHASE 1 | DP1
PHASE 2 | DP2 CENTRAL PARKADE
PHASE 3 | DP2 TOWER 7 + EAST PARKADE
PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
PHASE 6 | DP3 TOWER 4 + DAYCARE
PHASE 7 | DP3 TOWER 5
PHASE 8 | DP3 TOWER 2
PHASE 9 | DP3 TOWER 1
CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION;
PHASE 3
HDR
HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6
Westcorp
CD24 DEVELOPMENT PERMIT PHASING
DP2 KEY PLAN
TRUE NORTH
Project Manager Al Buckley
Project Designer Robert Cosnik
Project Architect Robert Cosnik
Landscape Architect WSP
Civil Engineer Aplin Martin Consultants
Structural Engineer Glotman Simpson
Mechanical Engineer Reinbold Engineering
Electrical Engineer Falkon Engineering
Plumbing Engineer Reinbold Engineering
Geotechnical Engineer Geo Pacific Engineering Inc.
Envelope Consultant RJC Engineering
Civil Consultant GHL Consultants Ltd.
Sheet Reviewer Checker
MARK DATE DESCRIPTION
1 2021-06-25 ISSUED FOR DEVELOPMENT PERMIT 2
2 2021-07-16 ISSUED FOR MDA REV I
3 2021-08-25 ISSUED FOR MDA REV II
4 2022-02-08 ISSUED FOR MDA REV III
5 2022-06-24 ISSUED FOR MDA REV IIII
Project Number 102058137
Original Issue C1/28/02
Sheet Name
PHASE 3
AT GRADE / LEVEL 1
Scale
1 : 500
Sheet Number
A.101a
Project Status
Building Permit

CD24 DEVELOPMENT PERMIT PHASING

CONSTRUCTION PHASE 4

DP2 TOWER 3

PARKING ALLOCATION

DP1

TOWER 7

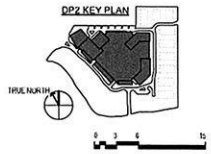
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bualby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

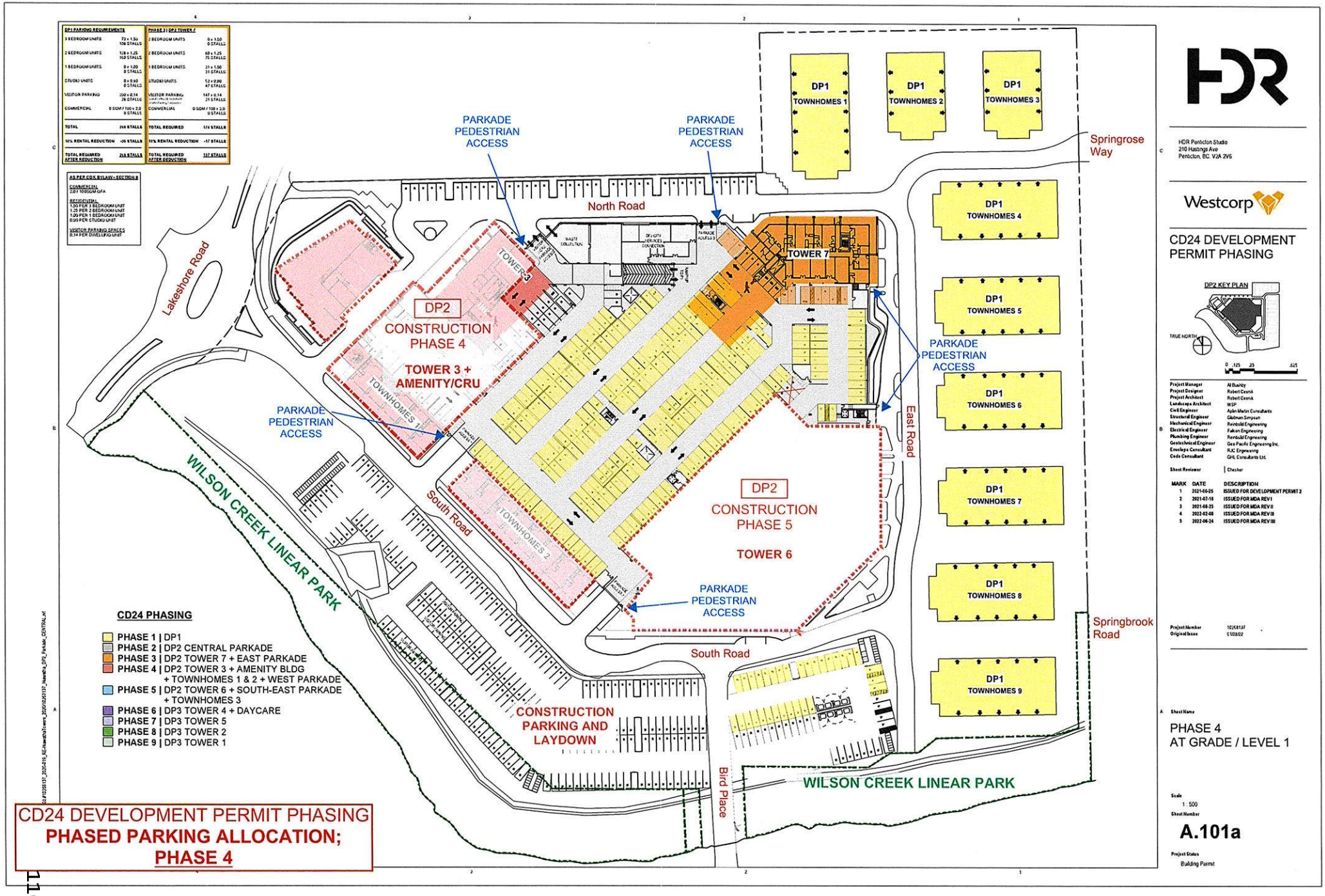
MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Sheet Name

Scale
1 : 500

Sheet Number
A-101

Project Status
SCHEMATIC DESIGN


DP1 PARKING REQUIREMENTS
3 BEDROOM UNITS 72 x 1.50 108 STALLS
2 BEDROOM UNITS 128 x 1.25 160 STALLS
1 BEDROOM UNITS 0 x 1.00 0 STALLS
STUDIO UNITS 0 x 0.90 0 STALLS
VISITOR PARKING 200 x 0.14 28 STALLS
COMMERCIAL 0 SQM / 100 x 2.0 0 STALLS
TOTAL 296 STALLS
10% RENTAL REDUCTION -30 STALLS
TOTAL REQUIRED AFTER REDUCTION 266 STALLS
PHASE 2 | DP2 TOWER 7
2 BEDROOM UNITS 0 x 1.50 0 STALLS
2 BEDROOM UNITS 60 x 1.25 75 STALLS
1 BEDROOM UNITS 21 x 1.00 21 STALLS
STUDIO UNITS 52 x 0.90 47 STALLS
VISITOR PARKING 167 x 0.14 23 STALLS
COMMERCIAL 0 SQM / 100 x 2.0 0 STALLS
TOTAL REQUIRED 174 STALLS
10% RENTAL REDUCTION -17 STALLS
TOTAL REQUIRED AFTER REDUCTION 157 STALLS
AS PER CDK BYLAW – SECTION 8
COMMERCIAL
2.0 / 100SQM GFA
RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.90 PER STUDIO UNIT
VISITOR PARKING SPACES
0.14 PER DWELLING UNIT
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
PARKADE PEDESTRIAN ACCESS
North Road
Lakeshore Road
Springrose Way
Springbrook Road
East Road
South Road
South Road
Bird Place
WILSON CREEK LINEAR PARK
WILSON CREEK LINEAR PARK
DP1 TOWNHOMES 1
DP1 TOWNHOMES 2
DP1 TOWNHOMES 3
DP1 TOWNHOMES 4
DP1 TOWNHOMES 5
DP1 TOWNHOMES 6
DP1 TOWNHOMES 7
DP1 TOWNHOMES 8
DP1 TOWNHOMES 9
TOWER 7
TOWER 3
TOWNHOMES 1
TOWNHOMES 2
DP2
CONSTRUCTION
PHASE 4
TOWER 3 +
AMENITY/CRU
DP2
CONSTRUCTION
PHASE 5
TOWER 6
CONSTRUCTION
PARKING AND
LAYDOWN
CD24 PHASING
PHASE 1 | DP1
PHASE 2 | DP2 CENTRAL PARKADE
PHASE 3 | DP2 TOWER 7 + EAST PARKADE
PHASE 4 | DP2 TOWER 3 + AMENITY BLDG
+ TOWNHOMES 1 & 2 + WEST PARKADE
PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE
+ TOWNHOMES 3
PHASE 6 | DP3 TOWER 4 + DAYCARE
PHASE 7 | DP3 TOWER 5
PHASE 8 | DP3 TOWER 2
PHASE 9 | DP3 TOWER 1
CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION;
PHASE 4
HDR
HDR Penticton Studio
210 Hastings Ave
Penticton, BC V2A 2V6
Westcorp
CD24 DEVELOPMENT
PERMIT PHASING
DP2 KEY PLAN
TRUE NORTH
Project Manager Al Dunley
Project Designer Robert Cesnik
Project Architect Robert Cesnik
Landscape Architect WSP
Civil Engineer Aplin Martin Consultants
Structural Engineer Glotman Simpson
Mechanical Engineer Reinhold Engineering
Electrical Engineer Falkon Engineering
Plumbing Engineer Reinhold Engineering
Geotechnical Engineer Geo Pacific Engineering Inc.
Envelope Consultant RJC Engineering
Code Consultant GHL Consultants Ltd.
Sheet Reviewer Checker
MARK DATE DESCRIPTION
1 2021-06-25 ISSUED FOR DEVELOPMENT PERMIT 2
2 2021-07-16 ISSUED FOR MDA REV I
3 2021-08-25 ISSUED FOR MDA REV II
4 2022-02-08 ISSUED FOR MDA REV III
5 2022-06-24 ISSUED FOR MDA REV III
Project Number 102681137
Original Issue 01/28/22
Sheet Name
PHASE 4
AT GRADE / LEVEL 1
Scale
1 : 500
Sheet Number
A.101a
Project Status
Building Permit

DP1 PARKING REQUIREMENTS	
3 BEDROOM UNITS	72 x 1.50 108 STALLS
2 BEDROOM UNITS	128 x 1.25 160 STALLS
1 BEDROOM UNITS	0 x 1.00 0 STALLS
STUDIO UNITS	0 x 0.90 0 STALLS
VISITOR PARKING	200 x 0.14 28 STALLS
COMMERCIAL	0 SQM / 100 x 2.0 0 STALLS
TOTAL	296 STALLS
10% RENTAL REDUCTION	-30 STALLS
TOTAL REQUIRED AFTER REDUCTION	266 STALLS

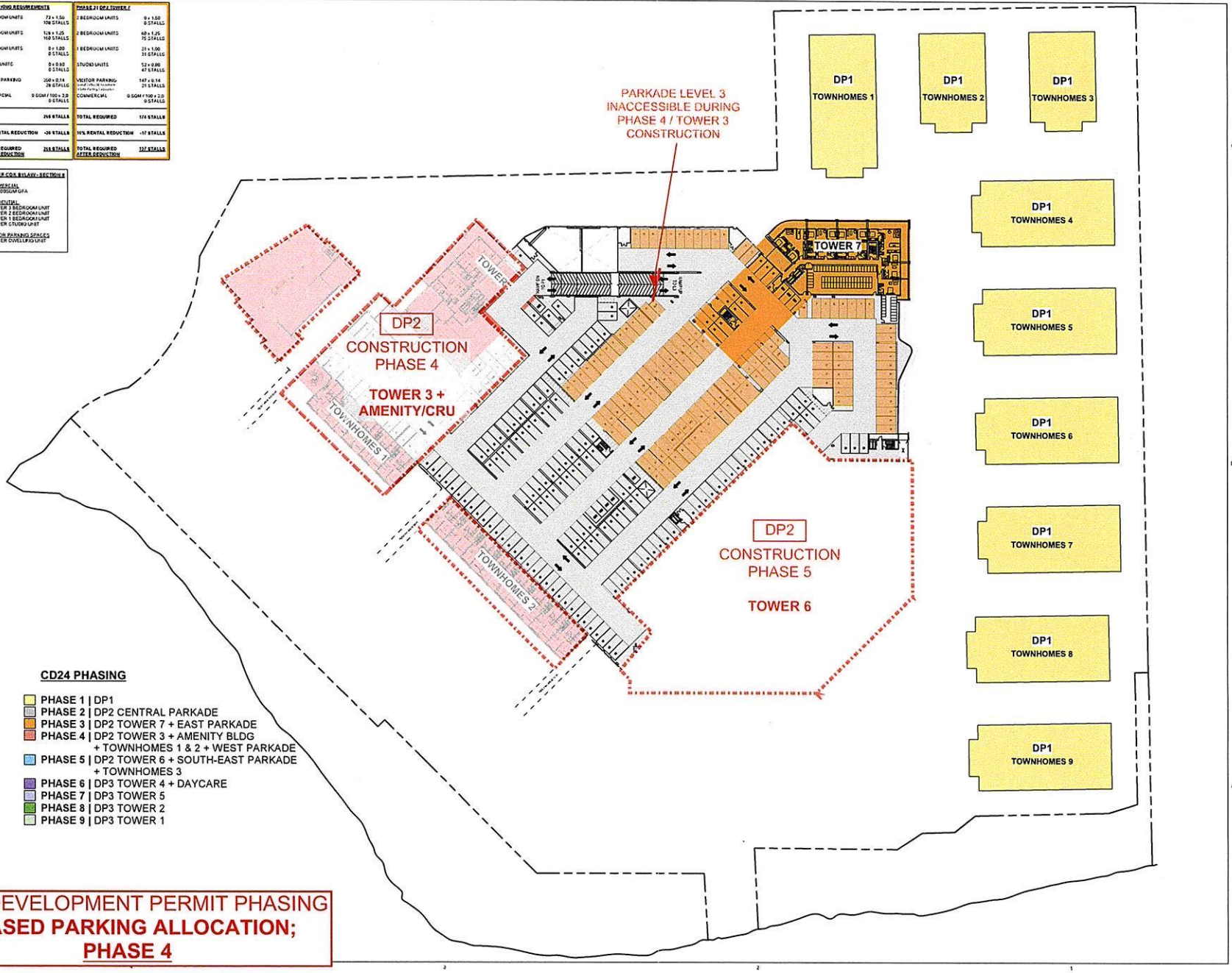
PHASE 2	DP2 TOWER 7
2 BEDROOM UNITS	0 x 1.50 0 STALLS
2 BEDROOM UNITS	60 x 1.25 75 STALLS
1 BEDROOM UNITS	31 x 1.00 31 STALLS
STUDIO UNITS	52 x 0.90 47 STALLS
VISITOR PARKING	147 x 0.14 21 STALLS
COMMERCIAL	0 SQM / 100 x 2.0 0 STALLS
TOTAL REQUIRED	174 STALLS
10% RENTAL REDUCTION	-17 STALLS
TOTAL REQUIRED AFTER REDUCTION	157 STALLS

AS PER COK BYLAW - SECTION 8

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.90 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT



CD24 PHASING

- PHASE 1 | DP1
- PHASE 2 | DP2 CENTRAL PARKADE
- PHASE 3 | DP2 TOWER 7 + EAST PARKADE
- PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
- PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
- PHASE 6 | DP3 TOWER 4 + DAYCARE
- PHASE 7 | DP3 TOWER 5
- PHASE 8 | DP3 TOWER 2
- PHASE 9 | DP3 TOWER 1

CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION; PHASE 4

HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN

TRUE NORTH

0 .125 .25 .625

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinhold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinhold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	Checker

MARK	DATE	DESCRIPTION
1	2021-04-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV IIII

Project Number 102C6137
Original Issue 02/25/21

Sheet Name
PHASE 4
LEVEL 2

Scale
1 : 500

Sheet Number
A.102

Project Status
Building Permit

CD24 DEVELOPMENT PERMIT PHASING

CONSTRUCTION PHASE 5

DP2 TOWER 6

PARKING ALLOCATION

DP1

TOWER 7

TOWER 3

CRU

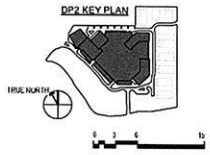
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	CHL Consultants Ltd.

Sheet Reviewer | Checker

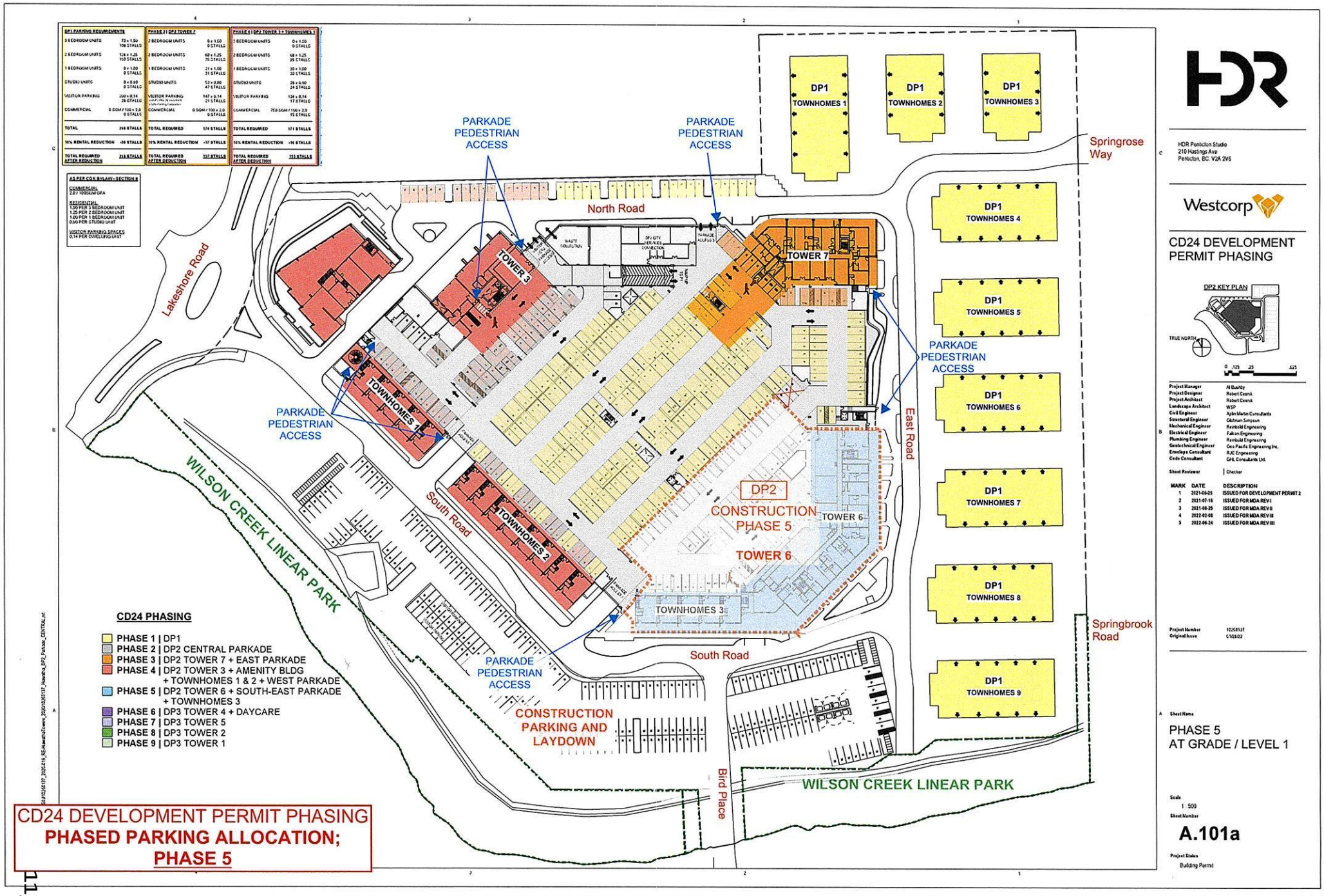
MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV IIII

Sheet Name

Scale
1 500

Sheet Number
A-101

Project Status
SCHEMATIC DESIGN



HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN

TRUE NORTH

0 .125 .25 .625

Project Manager	Al Buckby
Project Designer	Robert Czerek
Project Architect	Robert Czerek
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Project Number 10258137
Original Issue 01/03/22

Sheet Name
PHASE 5
AT GRADE / LEVEL 1

Scale
1 : 500

Sheet Number
A.101a

Project Status
Building Permit

DP1 PARKING REQUIREMENTS	
3 BEDROOM UNITS	72 x 1.50 108 STALLS
2 BEDROOM UNITS	128 x 1.25 160 STALLS
1 BEDROOM UNITS	0 x 1.00 0 STALLS
STUDIO UNITS	0 x 0.90 0 STALLS
VISITOR PARKING	200 x 0.14 28 STALLS
COMMERCIAL	0 SQM / 100 x 2.0 0 STALLS
TOTAL	296 STALLS
10% RENTAL REDUCTION	-30 STALLS
TOTAL REQUIRED AFTER REDUCTION	266 STALLS

PHASE 3	DP2 TOWER 7	
2 BEDROOM UNITS	0 x 1.50 0 STALLS
2 BEDROOM UNITS	60 x 1.25 75 STALLS
1 BEDROOM UNITS	31 x 1.00 31 STALLS
STUDIO UNITS	52 x 0.90 47 STALLS
VISITOR PARKING	147 x 0.14 21 STALLS
COMMERCIAL	0 SQM / 100 x 2.0 0 STALLS
TOTAL REQUIRED	174 STALLS
10% RENTAL REDUCTION	-17 STALLS
TOTAL REQUIRED AFTER REDUCTION	157 STALLS

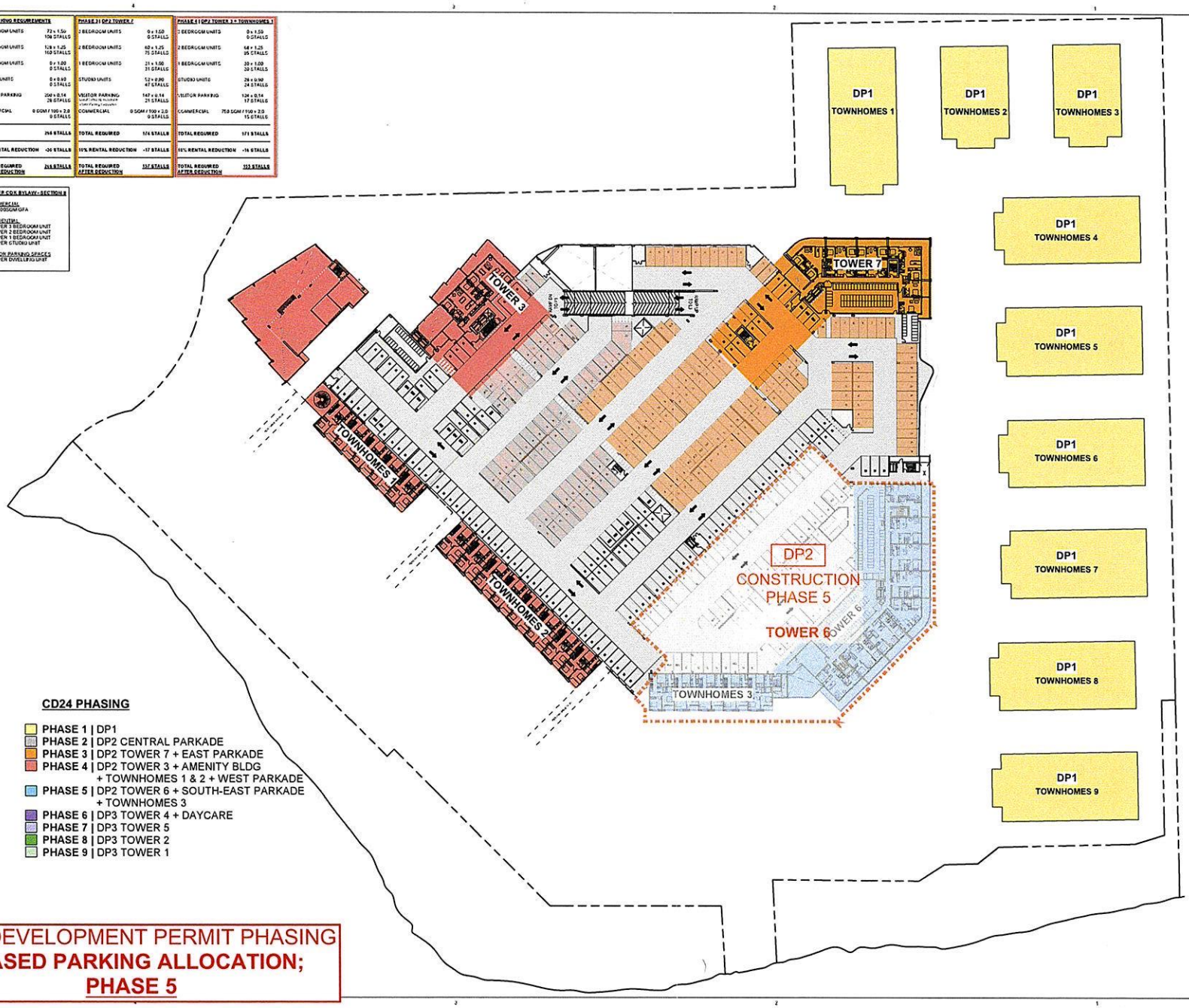
PHASE 4	DP2 TOWER 3 + TOWNHOMES 1
2 BEDROOM UNITS	0 x 1.50 0 STALLS
2 BEDROOM UNITS	68 x 1.25 85 STALLS
1 BEDROOM UNITS	30 x 1.00 30 STALLS
STUDIO UNITS	26 x 0.90 24 STALLS
VISITOR PARKING	124 x 0.14 17 STALLS
COMMERCIAL	75.0 SQM / 100 x 2.0 15 STALLS
TOTAL REQUIRED	171 STALLS
10% RENTAL REDUCTION	-16 STALLS
TOTAL REQUIRED AFTER REDUCTION	153 STALLS

AS PER CD24 BYLAW - SECTION 8

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL:
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.90 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT



CD24 PHASING

- PHASE 1 | DP1
- PHASE 2 | DP2 CENTRAL PARKADE
- PHASE 3 | DP2 TOWER 7 + EAST PARKADE
- PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
- PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
- PHASE 6 | DP3 TOWER 4 + DAYCARE
- PHASE 7 | DP3 TOWER 5
- PHASE 8 | DP3 TOWER 2
- PHASE 9 | DP3 TOWER 1

CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION; PHASE 5

HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN

TRUE NORTH

0 .125 .25 .625

Project Manager	Al Bashy
Project Designer	Robert Ceenk
Project Architect	Robert Ceenk
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falkon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Project Number 10258137
Original Issue 06/25/21

Sheet Name
PHASE 5
LEVEL 2

Scale
1 : 500

Sheet Number
A.102

Project Status
Building Permit

CD24 DEVELOPMENT
PERMIT PHASING

CONSTRUCTION PHASE 6-7-8-9
POST DP2 COMPLETION

PARKING ALLOCATION
DP1
DP2
DP3

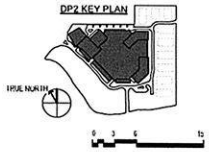
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24 DEVELOPMENT
PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	CHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-18	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Sheet Name

Scale
1 500

Sheet Number
A-101

Project Status
SCHEMATIC DESIGN

DP1 PARKING REQUIREMENTS		
3 BEDROOM UNITS	72 x 1.50	108 STALLS
2 BEDROOM UNITS	128 x 1.25	160 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.85	0 STALLS
VISITOR PARKING	200 x 0.14	28 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL		296 STALLS
10% RENTAL REDUCTION		-30 STALLS
TOTAL REQUIRED AFTER REDUCTION		266 STALLS

PHASE 2 | DP2 TOWER 7		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	60 x 1.25	75 STALLS
1 BEDROOM UNITS	21 x 1.00	21 STALLS
STUDIO UNITS	52 x 0.80	42 STALLS
VISITOR PARKING	147 x 0.14	21 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		174 STALLS
10% RENTAL REDUCTION		-17 STALLS
TOTAL REQUIRED AFTER DEDUCTION		157 STALLS

PHASE 4 | DP2 TOWER 3 + TOWNHOMES 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	68 x 1.25	85 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	28 x 0.80	24 STALLS
VISITOR PARKING	124 x 0.14	17 STALLS
COMMERCIAL	750 SQM / 100 x 2.0	15 STALLS
TOTAL REQUIRED		171 STALLS
10% RENTAL REDUCTION		-16 STALLS
TOTAL REQUIRED AFTER DEDUCTION		155 STALLS

PHASE 3 | DP2 TOWER 6 + TOWNHOMES 2 & 3		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	77 x 1.25	96 STALLS
1 BEDROOM UNITS	38 x 1.00	38 STALLS
STUDIO UNITS	56 x 0.80	50 STALLS
VISITOR PARKING	175 x 0.14	24 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		208 STALLS
10% RENTAL REDUCTION		-21 STALLS
TOTAL REQUIRED AFTER DEDUCTION		187 STALLS

PHASE 5 | DP2 TOWER 4		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	0 x 1.25	0 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.80	0 STALLS
VISITOR PARKING	0 x 0.14	0 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		10 STALLS
10% RENTAL REDUCTION		0 STALLS
TOTAL REQUIRED AFTER DEDUCTION		10 STALLS

PHASE 7 | DP2 TOWER 5		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	47 x 1.25	59 STALLS
1 BEDROOM UNITS	19 x 1.00	19 STALLS
STUDIO UNITS	35 x 0.80	31 STALLS
VISITOR PARKING	102 x 0.14	15 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		124 STALLS
10% RENTAL REDUCTION		-12 STALLS
TOTAL REQUIRED AFTER DEDUCTION		112 STALLS

PHASE 8 | DP2 TOWER 2		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	83 x 1.25	104 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	30 x 0.80	27 STALLS
VISITOR PARKING	144 x 0.14	20 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		181 STALLS
10% RENTAL REDUCTION		-18 STALLS
TOTAL REQUIRED AFTER DEDUCTION		163 STALLS

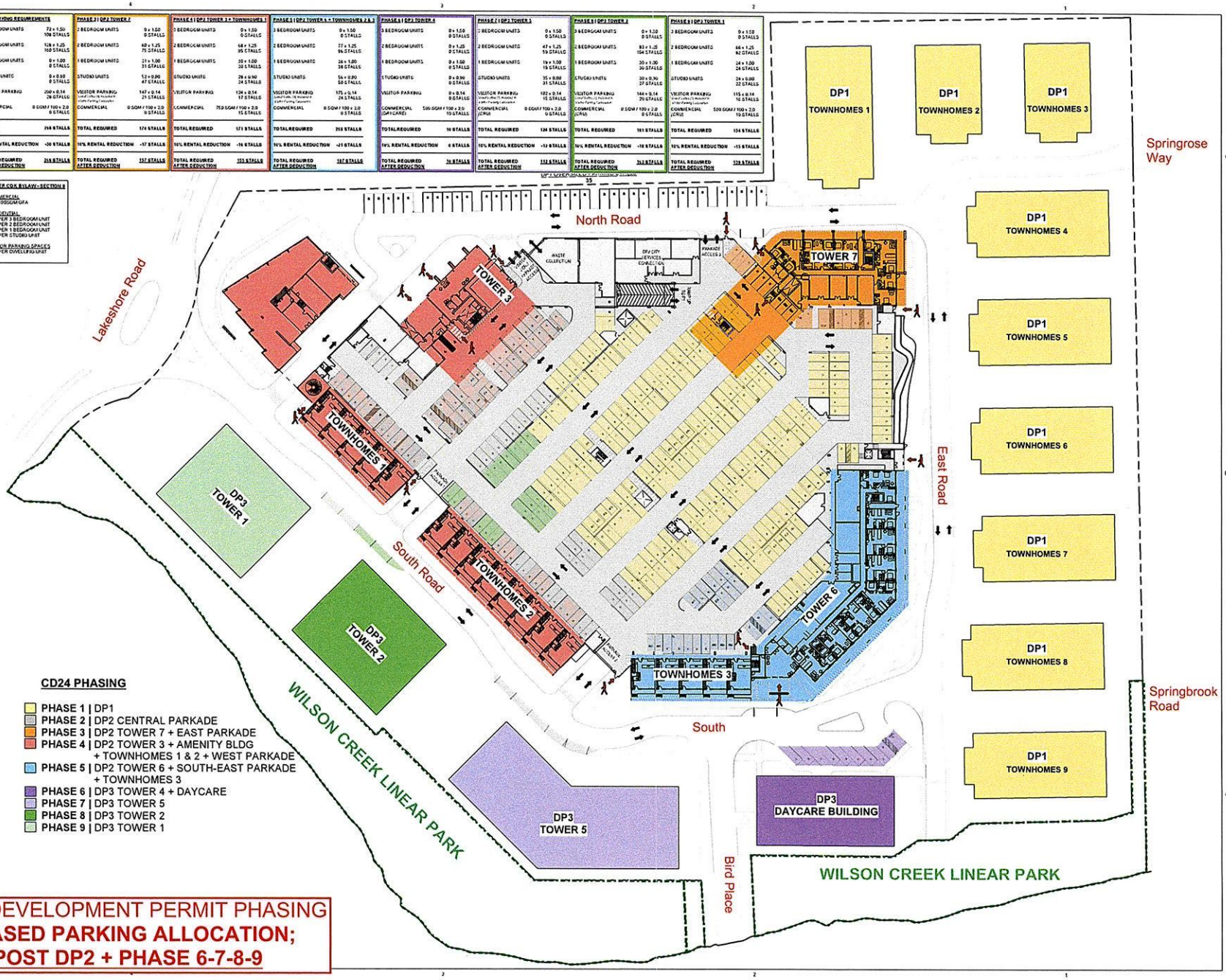
PHASE 9 | DP2 TOWER 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	66 x 1.25	82 STALLS
1 BEDROOM UNITS	24 x 1.00	24 STALLS
STUDIO UNITS	24 x 0.80	22 STALLS
VISITOR PARKING	115 x 0.14	16 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		154 STALLS
10% RENTAL REDUCTION		-15 STALLS
TOTAL REQUIRED AFTER DEDUCTION		139 STALLS

AS PER CKR BYLAW - SECTION 8

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.80 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT



CD24 PHASING

- PHASE 1 | DP1
- PHASE 2 | DP2 CENTRAL PARKADE
- PHASE 3 | DP2 TOWER 7 + EAST PARKADE
- PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
- PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
- PHASE 6 | DP3 TOWER 4 + DAYCARE
- PHASE 7 | DP3 TOWER 5
- PHASE 8 | DP3 TOWER 2
- PHASE 9 | DP3 TOWER 1

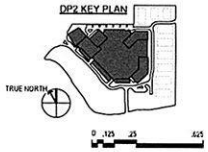
CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION; POST DP2 + PHASE 6-7-8-9

HDR Penticton Studio
210 Hastings Ave
Penticton, BC V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Bukhly
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinhold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinhold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	Checker

MARK	DATE	DESCRIPTION
1	2021-04-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-18	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Project Number 102C8137
Original Issue 02/25/21

Sheet Name
POST DP2
AT GRADE / LEVEL 1

Scale
1 : 500

Sheet Number
A.101

Project Status
Building Permit

DP1 PARKING REQUIREMENTS		
3 BEDROOM UNITS	72 x 1.50	108 STALLS
2 BEDROOM UNITS	128 x 1.25	160 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.80	0 STALLS
VISITOR PARKING	500 x 0.14	70 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL		338 STALLS
10% RENTAL REDUCTION		-34 STALLS
TOTAL REQUIRED AFTER REDUCTION		304 STALLS

PHASE 3 | DP2 TOWER 7		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	60 x 1.25	75 STALLS
1 BEDROOM UNITS	21 x 1.00	21 STALLS
STUDIO UNITS	59 x 0.80	47 STALLS
VISITOR PARKING	147 x 0.14	21 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		164 STALLS
10% RENTAL REDUCTION		-17 STALLS
TOTAL REQUIRED AFTER DEDUCTION		147 STALLS

PHASE 4 | DP2 TOWER 3 + TOWNHOMES 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	68 x 1.25	85 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	30 x 0.80	24 STALLS
VISITOR PARKING	124 x 0.14	17 STALLS
COMMERCIAL	750 SQM / 100 x 2.0	15 STALLS
TOTAL REQUIRED		171 STALLS
10% RENTAL REDUCTION		-16 STALLS
TOTAL REQUIRED AFTER DEDUCTION		155 STALLS

PHASE 5 | DP2 TOWER 6 + TOWNHOMES 2 & 3		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	77 x 1.25	96 STALLS
1 BEDROOM UNITS	38 x 1.00	38 STALLS
STUDIO UNITS	63 x 0.80	50 STALLS
VISITOR PARKING	175 x 0.14	24 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		208 STALLS
10% RENTAL REDUCTION		-21 STALLS
TOTAL REQUIRED AFTER DEDUCTION		187 STALLS

PHASE 6 | DP3 TOWER 4		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	0 x 1.25	0 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.80	0 STALLS
VISITOR PARKING	0 x 0.14	0 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		10 STALLS
10% RENTAL REDUCTION		0 STALLS
TOTAL REQUIRED AFTER DEDUCTION		10 STALLS

PHASE 7 | DP3 TOWER 5		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	47 x 1.25	59 STALLS
1 BEDROOM UNITS	15 x 1.00	15 STALLS
STUDIO UNITS	35 x 0.80	31 STALLS
VISITOR PARKING	102 x 0.14	15 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		124 STALLS
10% RENTAL REDUCTION		-12 STALLS
TOTAL REQUIRED AFTER DEDUCTION		112 STALLS

PHASE 8 | DP3 TOWER 2		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	83 x 1.25	104 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	30 x 0.80	27 STALLS
VISITOR PARKING	144 x 0.14	20 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		181 STALLS
10% RENTAL REDUCTION		-18 STALLS
TOTAL REQUIRED AFTER DEDUCTION		163 STALLS

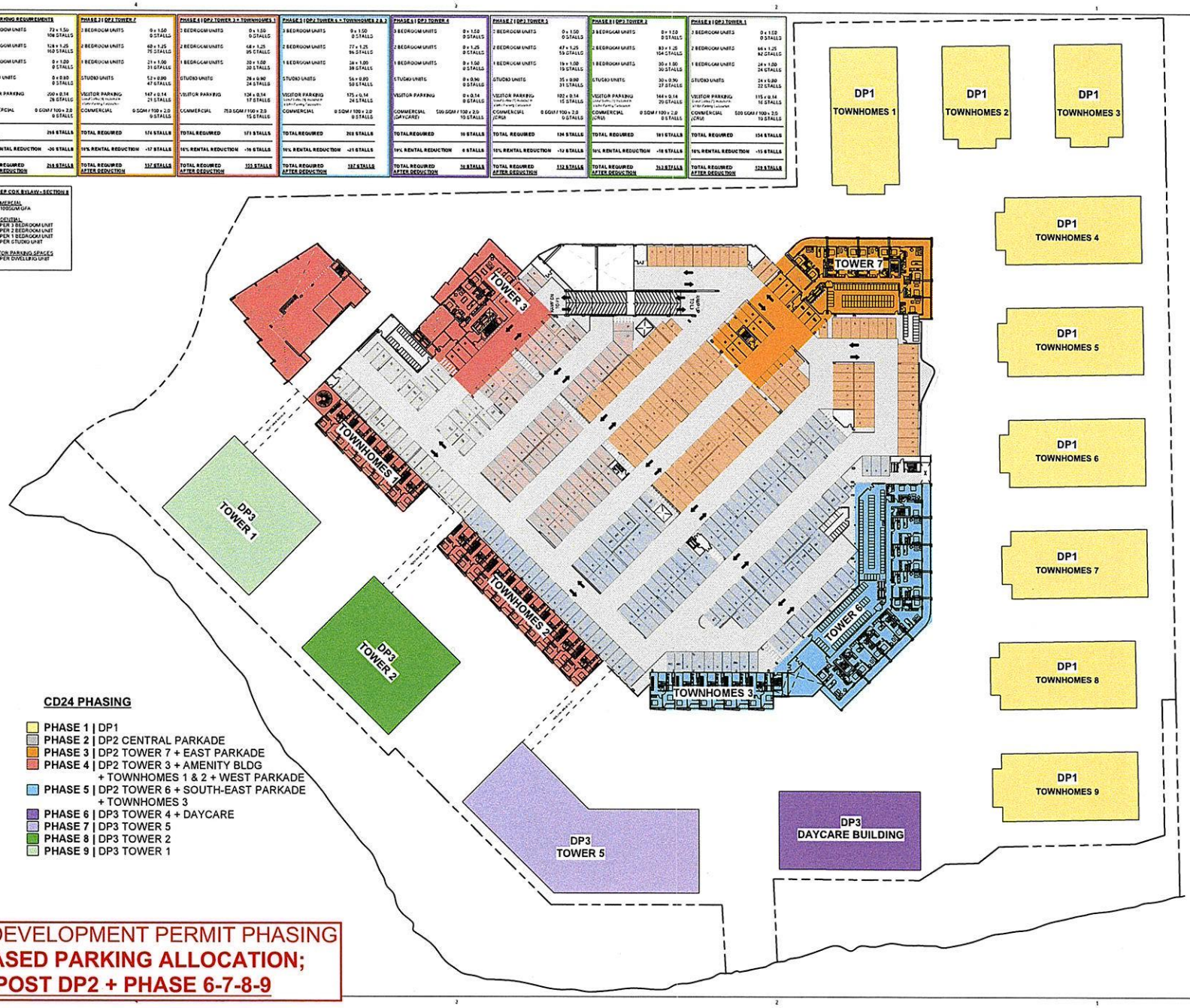
PHASE 9 | DP3 TOWER 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	66 x 1.25	82 STALLS
1 BEDROOM UNITS	24 x 1.00	24 STALLS
STUDIO UNITS	24 x 0.80	22 STALLS
VISITOR PARKING	115 x 0.14	16 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		154 STALLS
10% RENTAL REDUCTION		-15 STALLS
TOTAL REQUIRED AFTER DEDUCTION		139 STALLS

AS PER COK BYLAW - SECTION 8

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.80 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT



CD24 PHASING

- PHASE 1 | DP1
- PHASE 2 | DP2 CENTRAL PARKADE
- PHASE 3 | DP2 TOWER 7 + EAST PARKADE
- PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
- PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
- PHASE 6 | DP3 TOWER 4 + DAYCARE
- PHASE 7 | DP3 TOWER 5
- PHASE 8 | DP3 TOWER 2
- PHASE 9 | DP3 TOWER 1

CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION; POST DP2 + PHASE 6-7-8-9

HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN

TRUE NORTH

0 .125 .25 .625

Project Manager	Al Bukhy
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV IIII

Project Number 102518137
Original Issue 02/25/21

Sheet Name
POST DP2
LEVEL 2

Scale
1 : 500

Sheet Number
A.102

Project Status
Building Permit

DP1 PARKING REQUIREMENTS		
3 BEDROOM UNITS	72 x 1.50	109 STALLS
2 BEDROOM UNITS	128 x 1.25	160 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.90	0 STALLS
VISITOR PARKING	200 x 0.14	28 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL		298 STALLS
10% RENTAL REDUCTION		-30 STALLS
TOTAL REQUIRED AFTER REDUCTION		268 STALLS

PHASE 3 | DP2 TOWER 7		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	68 x 1.25	85 STALLS
1 BEDROOM UNITS	21 x 1.00	21 STALLS
STUDIO UNITS	52 x 0.90	47 STALLS
VISITOR PARKING	147 x 0.14	21 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		174 STALLS
10% RENTAL REDUCTION		-17 STALLS
TOTAL REQUIRED AFTER REDUCTION		157 STALLS

PHASE 4 | DP2 TOWER 3 + TOWNHOMES 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	68 x 1.25	85 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	26 x 0.90	24 STALLS
VISITOR PARKING	124 x 0.14	17 STALLS
COMMERCIAL	70.0 SQM / 100 x 2.0	15 STALLS
TOTAL REQUIRED		171 STALLS
10% RENTAL REDUCTION		-16 STALLS
TOTAL REQUIRED AFTER REDUCTION		155 STALLS

PHASE 5 | DP2 TOWER 6 + TOWNHOMES 2 & 3		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	77 x 1.25	96 STALLS
1 BEDROOM UNITS	38 x 1.00	38 STALLS
STUDIO UNITS	56 x 0.90	50 STALLS
VISITOR PARKING	175 x 0.14	24 STALLS
COMMERCIAL	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		208 STALLS
10% RENTAL REDUCTION		-21 STALLS
TOTAL REQUIRED AFTER REDUCTION		187 STALLS

PHASE 6 | DP3 TOWER 4		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	0 x 1.25	0 STALLS
1 BEDROOM UNITS	0 x 1.00	0 STALLS
STUDIO UNITS	0 x 0.90	0 STALLS
VISITOR PARKING	0 x 0.14	0 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		10 STALLS
10% RENTAL REDUCTION		0 STALLS
TOTAL REQUIRED AFTER REDUCTION		10 STALLS

PHASE 7 | DP3 TOWER 5		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	47 x 1.25	59 STALLS
1 BEDROOM UNITS	19 x 1.00	19 STALLS
STUDIO UNITS	35 x 0.90	31 STALLS
VISITOR PARKING	122 x 0.14	16 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		126 STALLS
10% RENTAL REDUCTION		-13 STALLS
TOTAL REQUIRED AFTER REDUCTION		113 STALLS

PHASE 8 | DP3 TOWER 2		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	83 x 1.25	104 STALLS
1 BEDROOM UNITS	30 x 1.00	30 STALLS
STUDIO UNITS	30 x 0.90	27 STALLS
VISITOR PARKING	144 x 0.14	20 STALLS
COMMERCIAL (DAYCARE)	0 SQM / 100 x 2.0	0 STALLS
TOTAL REQUIRED		181 STALLS
10% RENTAL REDUCTION		-18 STALLS
TOTAL REQUIRED AFTER REDUCTION		163 STALLS

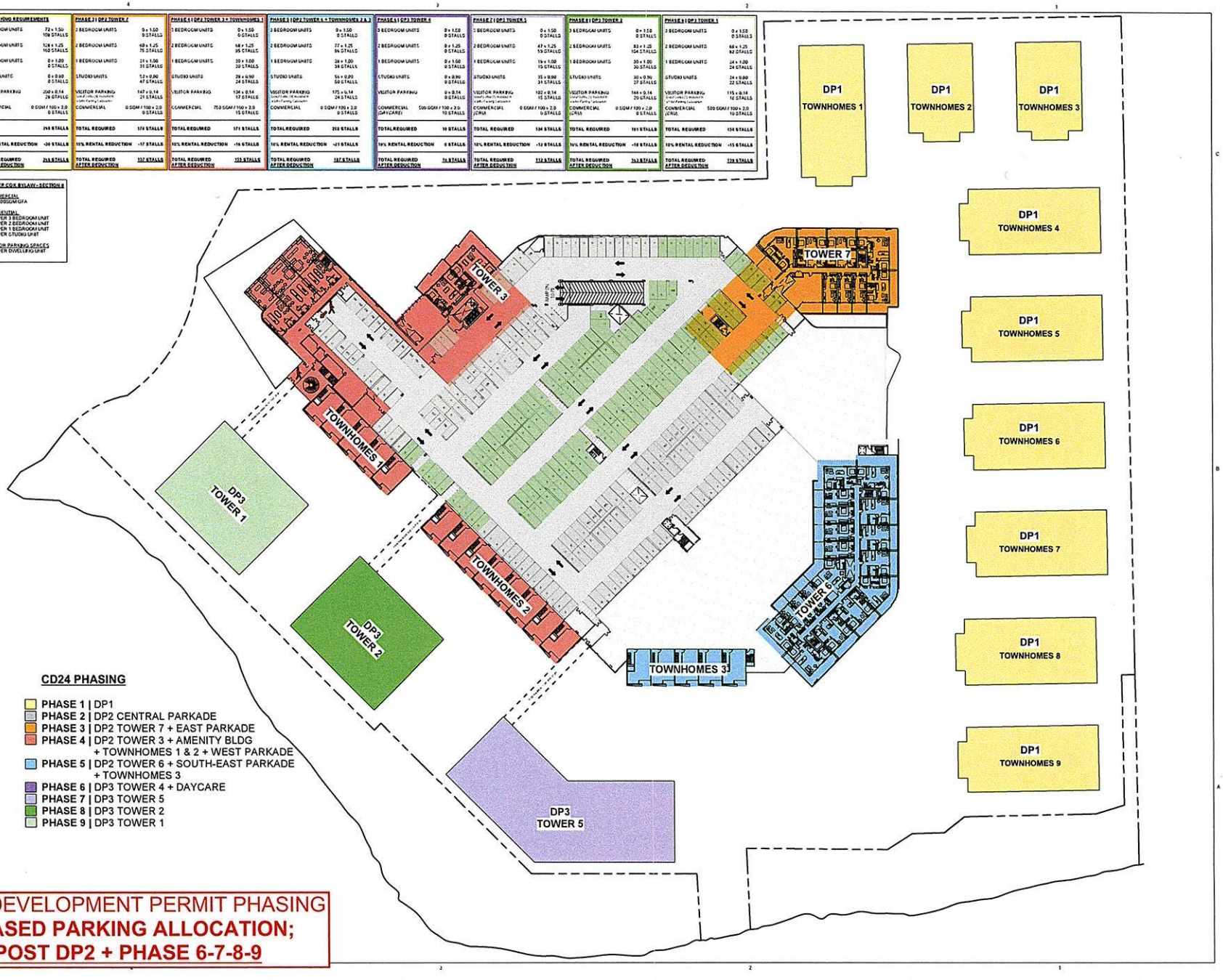
PHASE 9 | DP3 TOWER 1		
3 BEDROOM UNITS	0 x 1.50	0 STALLS
2 BEDROOM UNITS	66 x 1.25	82 STALLS
1 BEDROOM UNITS	24 x 1.00	24 STALLS
STUDIO UNITS	24 x 0.90	22 STALLS
VISITOR PARKING	115 x 0.14	16 STALLS
COMMERCIAL (DAYCARE)	500 SQM / 100 x 2.0	10 STALLS
TOTAL REQUIRED		154 STALLS
10% RENTAL REDUCTION		-15 STALLS
TOTAL REQUIRED AFTER REDUCTION		139 STALLS

AS PER COK BYLAW - SECTION 8

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.90 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT



CD24 PHASING

- PHASE 1 | DP1
- PHASE 2 | DP2 CENTRAL PARKADE
- PHASE 3 | DP2 TOWER 7 + EAST PARKADE
- PHASE 4 | DP2 TOWER 3 + AMENITY BLDG + TOWNHOMES 1 & 2 + WEST PARKADE
- PHASE 5 | DP2 TOWER 6 + SOUTH-EAST PARKADE + TOWNHOMES 3
- PHASE 6 | DP3 TOWER 4 + DAYCARE
- PHASE 7 | DP3 TOWER 5
- PHASE 8 | DP3 TOWER 2
- PHASE 9 | DP3 TOWER 1

CD24 DEVELOPMENT PERMIT PHASING
PHASED PARKING ALLOCATION; POST DP2 + PHASE 6-7-8-9

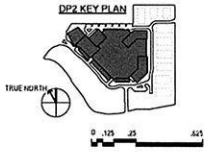
HDR

HDR Penticton Studio
210 Hastings Ave
Penticton, BC. V2A 2V6

Westcorp

CD24 DEVELOPMENT PERMIT PHASING

DP2 KEY PLAN



Project Manager	Al Buehby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falkon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT 2
2	2021-07-16	ISSUED FOR MDA REV I
3	2021-08-25	ISSUED FOR MDA REV II
4	2022-02-08	ISSUED FOR MDA REV III
5	2022-06-24	ISSUED FOR MDA REV III

Project Number 1025.8137
Original Issue 11/25/21

Sheet Name
POST DP2
LEVEL 3

Scale
1 : 500

Sheet Number
A.103

Project Status
Building Permit

SCHEDULE "J"

Access Easement

Land Title Act
Charge
General Instrument – Part 1

1. Application

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3
250-762-2108

BCC/50900.2 (Reciprocal Easement)

2. Description of Land

PID/Plan Number	Legal Description
EPP112300	**LOT 1 DISTRICT LOT 134 ODYD PLAN EPP112300**
EPP112300	**LOT 2 DISTRICT LOT 134 ODYD PLAN EPP112300**
EPP112300	**LOT 3 DISTRICT LOT 134 ODYD PLAN EPP112300**
EPP112300	**LOT 1 DISTRICT LOT 134 ODYD PLAN EPP41204 EXCEPT PLAN EPP112300**

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		**Over Part Lot 1, Plan EPP41204, except Plan EPP112300 shown on Plan EPP112301 as Part A Paragraphs 1 - 2, 3, 5, 7 - 13 and 15 - 21 Dominant: See Schedule - Paragraph A**
EASEMENT		**Over Part Lot 1, Plan EPP41204, except Plan EPP112300 shown on Plan EPP112301 as Part B Paragraphs 1 - 2, 4, 6, 7 - 13 and 15 - 21 Dominant: See Schedule - Paragraph B**
EASEMENT		**Over Part Lot 3, Plan EPP112300 shown on Plan EPP112301 as Part C Paragraphs 1 - 2, 4, 6, 7 - 13 and 15 - 21 Dominant: See Schedule - Paragraph C**
EASEMENT		**Over Part Lot 2, Plan EPP112300 shown on Plan EPP112301 as Part D Paragraphs 1 - 2, 4, 6, 7 - 13 and 15 - 21 Dominant: See Schedule - Paragraph D**
EASEMENT		**Over Part Lot 1, Plan EPP112300 shown on Plan EPP112301 as Part E Paragraphs 1 - 2, 4, 6, 7 - 13 and 15 - 21 Dominant: See Schedule - Paragraph E**
COVENANT		**Paragraph 14**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WESTCORP ON THE LAKE INC., NO.A75763

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6. Transferee(s)

WESTCORP ON THE LAKE INC. A75763
200, 8215 - 112 STREET NW
EDMONTON AB T6G 2C8

AS TO EASEMENTS

CITY OF KELOWNA
1435 WATER STREET
KELOWNA BC V1Y 1J4

AS TO COVENANT

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
ERIC C.H. LEDDING BARRISTER & SOLICITOR #301 - 1665 Ellis Street Kelowna, BC V1Y 2B3 Phone: (250) 762-2108	YYYY-MM-DD 2022/02/02	**WESTCORP ON THE LAKE INC.** TRANSFEROR AND TRANSFEREE By their Authorized Signatory PHILIP MILROY

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
	YYYY-MM-DD	**CITY OF KELOWNA** Transferee By their Authorized Signatory

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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Land Title Act
Charge
General Instrument – Part 1

6. Transferee(s)

WESTCORP ON THE LAKE INC. A75763
200, 8215 - 112 STREET NW
EDMONTON AB T6G 2C8

AS TO EASEMENTS

CITY OF KELOWNA
1435 WATER STREET
KELOWNA BC V1Y 1J4

AS TO COVENANT

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
ERIC C.H. LEDDING BARRISTER & SOLICITOR #301 - 1665 Ellis Street Kelowna, BC V1Y 2B3 Phone: (250) 762-2108	YYYY-MM-DD 2022/02/02	**WESTCORP ON THE LAKE INC.** TRANSFEROR AND TRANSFEREE By their Authorized Signatory PHILIP MILROY

Officer Certification
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
FIONA DAWN HANDS A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 1435 WATER STREET, KELOWNA, BC V1Y 1J4 Order No. 2019-1289 Expiry Date: 2022-08-31	YYYY-MM-DD 2022-02-11	**CITY OF KELOWNA** Transferee By their Authorized Signatory Loyal Wooldridge, DEPUTY MAYOR Stephen P. Fleming, City Clerk

Officer Certification
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

APPROVING OFFICER
CITY OF KELOWNA
Alex Kondor

Feb 8/22
DATE

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Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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TERMS OF INSTRUMENT – PART 2

WHEREAS:

A. The Grantor is the registered owner of those lands and premises in Kelowna, British Columbia, described in the Form C – Part 1, Item 2 hereto (collectively referred to herein as the "**Lands**" and individually referred to herein by legal description or by lot number);

B. The Grantee intends to construct a parking area upon that portion of the Lands shown outlined in heavy black on Reference Plan of Easement EPP112301 (a reduced copy of which, not to scale, is attached hereto as Schedule "A") and identified as Part A for the benefit of the Dominant Tenement Lots (as hereinafter defined) for the purposes of parking (the "**Parking Easement Area**").

C. The Grantee intends to construct a road upon or through those portions of the Lands shown outlined in heavy black on Reference Plan of Easement EPP112301 and identified as Part B, Part C, Part D and Part E for the benefit of the Dominant Tenement Lots (as hereinafter defined) for the purposes of access to the parking area (the "**Access Easement Area**").

D. For the purposes of this Easement, the improvements in the Parking Easement Area are referred to as the "**Parking Works**" and improvements in the Access Area Easement are referred to as the "**Access Works**". The Parking Works and Access Works are collectively referred to as the "**Works**" and Part A, Part B, Part C, Part D and Part E on Plan EPP112301 are collectively referred to as the "**Easement Area**".

E. The City of Kelowna (the "City") requires, and both the Dominant Tenements and Servient Tenements have agreed to grant to the City, a section 219 Covenant as herein provided for.

F. By the provisions of Section 219 of the *Land Title Act* R.S.B.C. 1996, Chapter 250, as amended (the "Land Title Act"), there may be registered and annexed to any land, conditions or covenants in favour of the City that the land, or any specified portion thereof, is not to be built upon or is not be used in a particular manner.

Now therefore this agreement witnesses that in consideration of the premises, covenants, warranties and representations herein contained, and of the sum of One ($1.00) Dollar now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor) and for other good and valuable consideration, the parties hereby agree as follows:

1. In this Agreement, Lot 1, Plan EPP41204, except Plan EPP112300 and Lots 1 – 3, Plan EPP112300 are collectively called the "Servient Tenement Lots".

2. In this Agreement, Lot 1, Plan EPP41204, except Plan EPP112300 and Lots 1 – 3, Plan EPP112300 are collectively called the "Dominant Tenement Lots".

3. The Grantee covenants and agrees that it shall construct, or cause to be constructed, the Parking Works and shall maintain, repair, replace or renew any or all of the Parking Works in,

over and upon those portions of the Servient Tenement Lots contained within the Parking Easement Area.

4. The Grantee covenants and agrees that it shall construct, or cause to be constructed, the Access Works and shall maintain, repair, replace or renew any or all of the Access Works in, over and upon those portions of the Servient Tenement Lots contained within the Access Easement Area.

5. The Grantor as "Servient Tenement" owner of the Servient Tenement Lots does hereby grant in favour of the Grantee as "Dominant Tenement" owner of the Dominant Tenement Lots the full, free and unrestricted right and liberty to cross in, over and upon those portions of the Servient Tenement Lots contained within the Parking Easement Area for the purposes of access and use of the Parking Works.

6. The Grantor as "Servient Tenement" owner of the Servient Tenement Lots does hereby grant in favour of the Grantee as "Dominant Tenement" owner of the Dominant Tenement Lots the full, free and unrestricted right and liberty to cross in, over and upon those portions of the Servient Tenement Lots contained within the Access Easement Area for the purposes of access and use of the Access Works.

7. The grant of Easement is from each of the Servient Tenement Lots in favour of one or more of the Dominant Tenement Lots as follows:

Servient Tenement Lot	Dominant Tenement Lots
Lot 1, District Lot 134, ODYD, Plan EPP41204, except Plan EPP112300, as to Part A on Plan EPP112301	Lots 1 – 3, District Lot 134, ODYD, Plan EPP112300
Lot 1, District Lot 134, ODYD, Plan EPP41204, except Plan EPP112300, as to Part B on Plan EPP112301	Lots 1 – 3, District Lot 134, ODYD, Plan EPP112300
Lot 1, District Lot 134, ODYD, Plan EPP112300, as to Part E on Plan EPP112301	Lot 1, District Lot 134, ODYD, Plan EPP41204, except Plan EPP112300 and Lots 2 – 3 District Lot 134, ODYD, Plan EPP112300
Lot 2, District Lot 134, ODYD, Plan EPP112300, as to Part D on Plan EPP112301	Lot 1, District Lot 134, ODYD, Plan EPP41204, except Plan EPP112300 and Lots 1 and 3 District Lot 134, ODYD, Plan EPP112300
Lot 3, District Lot 134, ODYD, Plan EPP112300, as to Part C, on Plan EPP112301	Lot 1, District Lot 134, ODYD, Plan EPP41204, except Plan EPP112300 and Lots 1 and 2 District Lot 134, ODYD, Plan EPP112300

8. All covenants of the Grantor hereunder and any and all rights, duties or responsibilities of the Grantor as specified herein shall be deemed to be granted in respect to each of the Servient Tenement Lots in favour of or in respect of the Grantee as Dominant Tenement owner of each of the Dominant Tenement Lots related to such Servient Tenement Lots as specified aforesaid.

9. The Grantor for purposes aforesaid grants to the Grantee as Dominant Tenement owner, the right to enter upon and have full and uninterrupted access at all times over, through and under the Easement Area with or without workmen, vehicles, and equipment, for the purpose of repairing, cleaning and otherwise maintaining the Works on the Easement Area.

10. The Grantor covenants with the Grantee that:

    (a) no building, structure, fence, foundation, pavement, excavation, well, pile of material or obstruction shall be made, placed, erected or maintained on any portion of the Easement Area and that no growth, except lawn grass and landscaping shall be planted upon the Easement Area;

    (b) no residence shall be made, placed, erected or maintained within the Easement Area;

    (c) the Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or obstruct access and use of the Works;

    (d) the Grantor shall not disturb, reshape, modify or in any way alter any portion of the finished ground surface of the Easement Area;

    (e) the Grantor will not diminish the soil cover over any portion of the Easement Area;

    (f) the Grantor may, as far as reasonably necessary, carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or other servicing of the Works located on or under the Easement Area in a proper and workmanlike manner should the Grantee fail to do so;

    (g) the Grantor will repair any damage to the Easement Area occasioned by its use of the Easement.

11. The Grantee covenants with the Grantor that:

    (a) the Grantee will, as far as reasonably necessary, carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or otherwise servicing of the Works located on or under the Easement Area in a proper and workmanlike manner, and that the cost for such maintenance, repair, cleaning, renewal and replacement and/or otherwise servicing of the Works shall be shared equally by all Grantees;

    (b) the Grantee will not diminish the soil cover over any portion of the Easement Area;

    (c) the Grantee will repair any damage to the Easement Area occasioned by its use of the Easement.

12. The Grantor and Grantee hereby covenant and agree each with the other, to indemnify and save harmless the other from any breach or default of any covenant hereunder until such time as their respective rights, interests, liberties, duties, obligations, and covenants are assigned, transferred, devolved or otherwise alienated.

13. It is mutually understood and agreed by and between the parties that this Agreement and the covenants herein contained shall be construed as running with the Lands.

14. Pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of both the Grantor and the Grantee that the provisions of this Section 14 will be annexed to and run with and be a charge on each of the Servient Tenement Lots and the Dominant Tenement Lots, each of the Grantor and Grantee covenants and agrees with the City

that the Servient Tenement Lots or Dominant Tenement Lots will not be used except in accordance with the covenants set out below, namely:

(a) No Interference with Easement. No portion of the Easement Area is to be used for any purpose which would detract from or interfere with the function of the Works.

(b) No Termination. Under no circumstances whatsoever shall the easements in Sections 5 & 6 charging the Servient Tenement Lots be interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Dominant Tenement owner or those claiming by, through, or under the Dominant Tenement owners or for any reason whatsoever, and the Servient Tenement owner shall refrain from seeking any judgment, order or declaration to that effect. Nothing contained herein shall prevent the Servient Tenement owner from applying to enjoin or restrain any wrongful action or from seeking damages therefore.

(c) No Liability of City. Notwithstanding anything to the contrary herein contained, the City is a party to this Agreement in respect of this Section 14, and, without limiting the generality of the foregoing, the City shall not be liable for anything done or failed to be done pursuant to or associated with any provision of this Agreement or anything contemplated thereby, whether or not such act or omission was accompanied by negligence on the part of the City.

(d) No Modification or Release. Each of the Grantor and Grantee covenant each with the other and with the City that the easements and rights granted pursuant to the provisions of this Agreement shall not be modified, abandoned, surrendered, released or discharged without the prior written consent of the City, acting reasonably.

15. The parties hereto covenant and agree that they will do and execute such further assurances as may be reasonably necessary to implement the true meaning of this Agreement.

16. Wherever the singular or masculine is used herein, the same shall be construed as meaning plural, feminine or body corporate or politic, where the contents or parties so require.

17. Nothing contained in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Easement Area in any manner that does not interfere with the security or efficient functioning of or unobstructed access to the Works.

18. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

19. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

20. This Agreement is the entire agreement between the parties regarding its subject.

21. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

22. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS THEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

SCHEDULE OF DOMINANT TENEMENTS

Paragraph A	Lots 1 – 3 District Lot 134 ODYD Plan EPP112300 NO PID
Paragraph B	Lots 1 – 3 District Lot 134 ODYD Plan EPP112300 NO PID
Paragraph C	Lot 1 District Lot 134 ODYD Plan EPP41204 except Plan EPP112300 PID: 029-373-301 Lots 2 – 3 District Lot 134 ODYD Plan EPP112300 NO PID
Paragraph D	Lot 1 District Lot 134 ODYD Plan EPP41204 except Plan EPP112300 PID:029-373-301 Lots 1 and 3 District Lot 134 ODYD Plan EPP112300 NO PID
Paragraph E	Lot 1 District Lot 134 ODYD Plan EPP41204 except Plan EPP112300 PID: 029-373-301 Lots 1 and 2 District Lot 134 ODYD Plan EPP112300 NO PID

LAND TITLE ACT
FORM DECLARATION

Related Document Number: CA9713992

Your electronic signature is a representation that
(a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
(b) you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
(c)if the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

I, Margo Wideman, Legal Assistant, in the Province of British Columbia, do declare that:

1) I submitted for registration Easements and Covenant filed under pending numbers CA9713992 - CA9713997.

2) The Land Title Survey Authority of British Columbia issued a Notice Declining to Register on the following basis:

(a) a PID number was inadvertently omitted from Item 2 of the Form C; and
(b) the grant of covenant is to be restricted to those areas governed by the easements granted under pending registration numbers CA9713992 - CA9713996.

3) The PID for Lot 1 DL 134 ODYD Plan EPP41204 except Plan EPP112300 is 029-373-301.

4) Item 3 of the Form C, as it relates to Covenant CA9713997, should be described as follows:

"Nature of Interest	Number	Additional Information
Covenant		Paragraph 14 Parts A - E on Plan EPP1123001"

4) All parties to the instrument have consented to foregoing correction.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL INFORMATION/REASONABLE BELIEF.

MARGO WIDEMAN

NOTE:
A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

10

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Corey Doherty PR3175

c=CA, cn=Corey Doherty PR3175, o=BC Land Surveyor, ou=Verify ID at www.juricert.com/LKUP.cfm?id=PR3175

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

Corey M. Doherty
170-1855 Kirschner Rd
Kelowna BC V1Y 4N7

Corey.Doherty@vgls.ca
250.300.4181

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **162-466-5379**

Plan Number: EPP112301

This original plan number assignment was done under Commission #: 990

3. CERTIFICATION:

◉ Form 9 ○ Explanatory Plan ○ Form 9A

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

The field survey was completed on:	2021	June	22	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2021	June	25	(YYYY/Month/DD)	251257

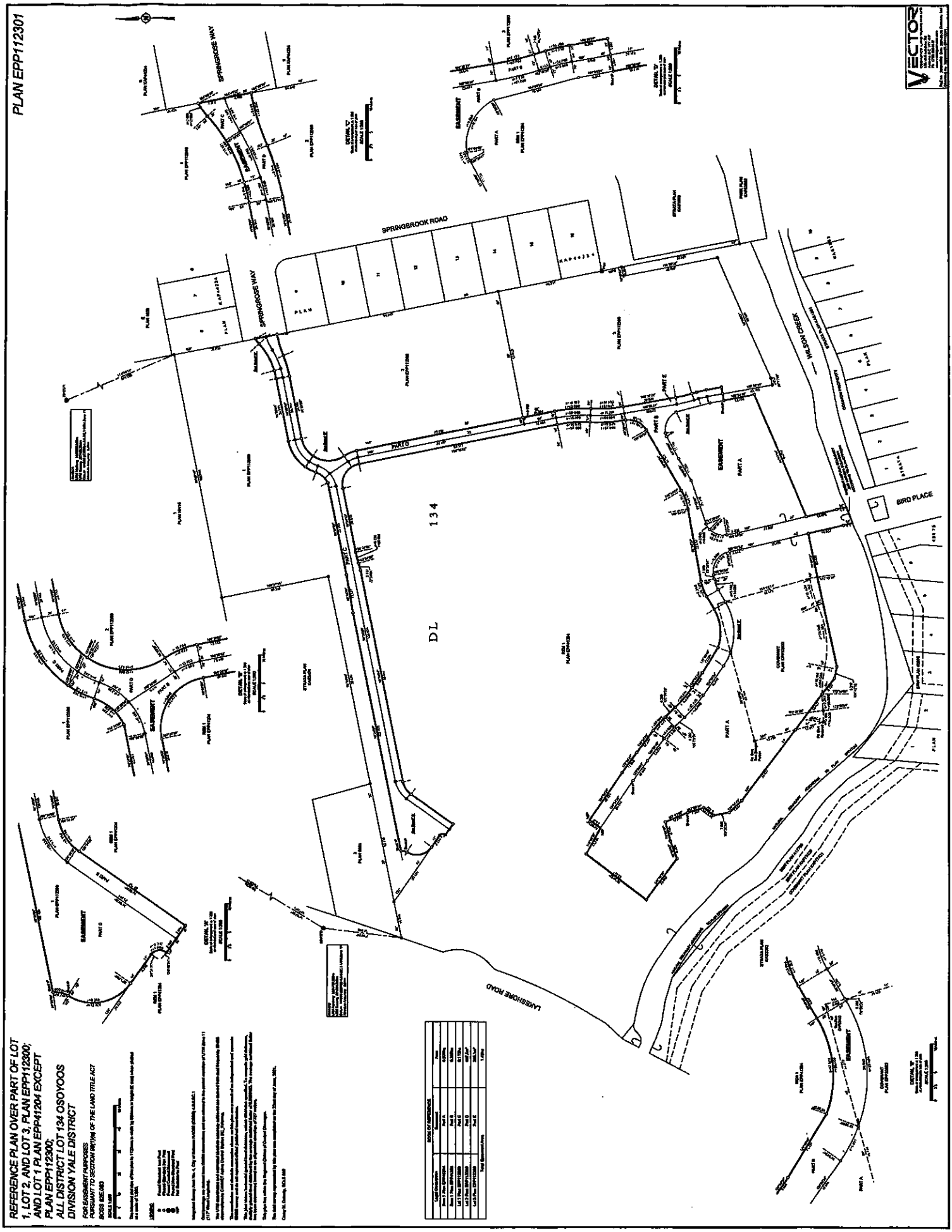
◉ None ○ Strata Form S

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

Arterial Highway ☐

Remainder Parcel (Airspace) ☐

4. ALTERATION: ☐


PLAN EPP112301
REFERENCE PLAN OVER PART OF LOT 1, LOT 2, AND LOT 3, PLAN EPP112300; AND LOT 1 PLAN EPP41204 EXCEPT PLAN EPP112300;
ALL DISTRICT LOT 134 OSOYOOS DIVISION YALE DISTRICT
FOR EASEMENT PURPOSES
PURSUANT TO SECTION 99(1)(a) OF THE LAND TITLE ACT
SPRINGBROOK ROAD
SPRINGROSE WAY
WILSON CREEK
BIRD PLACE
LAKESHORE ROAD
DL 134
EASEMENT
PART A
PART B
PART C
PART D
PART E
VECTOR

SCHEDULE “K”

Intentionally Deleted

SCHEDULE "L"
Assignment and Assumption Agreement

Schedule B

Assignment/Assumption Agreement

ASSIGNMENT OF MASTER DEVELOPMENTAGREEMENT

THIS AGREEMENT made as of the_____day of _____, 20_____.

BETWEEN:

Westcorp On The Lake Limited Partnership, by its General Partner, Westcorp On The Lake Inc., (Inc. No. A0075763) a company extra-provincially under the laws of the Province of British Columbia, having an office at 1460 Pandosy Street, in the City of Kelowna, Province of British Columbia, V1Y 1P3

(the "**Assignor**")

AND

_____
_____
_____

(the "**Assignee**")

AND

City of Kelowna, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 1435 Water Street, in the City of Kelowna, Province of British Columbia, V1Y 1J4

(the "**City**")

WHEREAS the Assignor and the City have entered into a master development agreement dated the ____ day of _____, 20____ (and any amendments thereto), a copy of which is attached hereto as Schedule "A" (the "**Master Development Agreement**"), with respect to the development of certain lands in Kelowna, British Columbia, legally described as:

PID: 029-373-301 Lot 1, District Lot 134, ODYD, Plan EPP41204

(hereinafter called the **"Lands"**)

AND WHEREAS the Assignor and the Assignee have agreed that the Master Development Agreement shall be assigned to the Assignee, on the terms and conditions herein set forth;

AND WHEREAS the City is entering into this Agreement in order to give its consent in writing to the assignment of the Master Development Agreement with respect to the Lands, in accordance with the terms of the Master DevelopmentAgreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE DOLLAR ($1.00)

now paid by each of the parties to each of the others and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereby covenant and agree as follows:

1. Assignment

The Assignor does hereby assign, set over and transfer unto the Assignee as of and from the date of this Agreement (the "**Effective Date**") all of the Assignor's right, title and interest, both at law and at equity, in and to the Master Development Agreement with respect to the Lands, together with all rights, benefits and advantages to be derived therefrom, to have and to hold unto the Assignee, its successors and assigns, subject, however, to the observance and performance of the obligations, agreements and covenants on the part of the Assignor contained in the Master Development Agreement, and henceforth on the part of the Assignee to be observed andperformed.

2. Assignor's Covenants

The Assignor hereby covenants and agrees with the Assignee that:

(a) all obligations, agreements and covenants contained in the Master Development Agreement have been duly observed and performed by the Assignor up to the Effective Date; and

(b) the Assignor now has full right, power and absolute authority to assign the Master Development Agreement in the manner aforesaid, according to the true intent and meaning of this Agreement.

3. Assignee's Covenants

(a) The Assignee hereby accepts the foregoing assignment and covenants with the Assignor that the Assignee shall and will from time to time during all of the residue of the term granted by the Master Development Agreement and every renewal thereof, perform the obligations, agreements and covenants on the part of the Assignor contained in the Master Development Agreement to be performed, and indemnify and save harmless the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof; provided however that the Assignee shall not be required to perform those obligations set out in clauses _____ of the Master Development Agreement;

(b) The Assignee hereby covenants and agrees with the City that:

(i) Except for those clauses of the Master Development Agreement referred to in paragraph 3(a) of this Agreement, it will at all times during the balance of the term of the Master Development Agreement observe and perform the terms, covenants and conditions contained in the Master Development Agreement respectively reserved and contained on the part of the Assignor therein to be observed and performed as and when the same are required to be observe and performed as provided by the Master Development Agreement; and

(ii) it will indemnify and save harmless the City from all actions, suits, costs, losses, charges, demands and expenses for and in respect of any such non-observance or non-performance.

4. City's Consent

The City consents to this Assignment of the Master Development Agreement from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions, that:

(a) This consent does not in any way derogate from the rights of the City under the Master Development Agreement nor operate to release the Assignor from the non-observance or non-performance of the terms, covenants and conditions in the Master Development Agreement on the part of the Assignor therein to be observed and performed and notwithstanding the within assignment, the Assignor shall remain liable for the observance and performance of the terms, covenants and conditions contained in the Master Development Agreement;

(b) This consent does not constitute a waiver of the necessity for consent to any further assignment of the Master Development Agreement which must be completed in accordance with the terms of the Master Development Agreement. If the Assignee proposes to effect a further assignment of the Master Development Agreement, the terms of the Master Development Agreement with respect to an assignment shall apply to any such further assignment;

(c) By giving its consent pursuant to this Agreement, the City does not hereby acknowledge or approve of any of the terms of this assignment as between the Assignor and the Assignee, except for the assignment of the Master Development Agreement itself per clause 3(a) and the Assignee's indemnity to the City per clause 3(b); and

(d) The Assignor and the Assignee shall, at their expense, promptly execute such further assurances with respect to the Master Development Agreement as City reasonably requires from time to time.

5. Acknowledgment

The Assignee acknowledges that it has received a copy of the executed Master Development Agreement and is familiar with the obligations, agreements and covenants contained therein.

6. Confirmation

The parties hereby confirm that, in all other respects, the Master Development Agreement is in full force and effect, unchanged and unmodified except in accordance with this Agreement.

7. Capitalized Terms

All capitalized terms when used in this Agreement shall have the meaning ascribed thereto in the Master Development Agreement, unless otherwise defined herein.

8. Binding

This Agreement shall enure to the benefit of the City and shall be binding upon each of the other parties and each of their permitted successors and assigns, respectively.

9. Time of the Essence

Time shall be of the essence of this Agreement and of all the transactions contemplated in it.

IN WITNESS WHEREOF the parties hereto have hereunto executed the Agreement.

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____/____/____	**Westcorp On The Lake Limited Partnership, by its General Partner, Westcorp On The Lake Inc.** by its authorized signatory _____ Name: **Phil Milroy** Assignor

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____/____/____	_____ _____. by its authorized signatory _____ Name: Assignee

Officer Signature(s)	Execution Date	Party(ies) Signature(s)
_____	Y M D ____/____/____	**CITY OF KELOWNA** by its authorized signatory(ies) _____ Name: _____ Name:

(as to both signatures)

SCHEDULE "A"
Master Development Agreement

SCHEDULE "M"
Density – Section 219 Covenant

DENSITY COV

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the ____ day of _____, _____.

BETWEEN:

_____
_____
_____

(hereinafter called the "Transferor")

AND:

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

(hereinafter called the "Transferee")

A. The Transferor is the registered owner of those lands and premises in the City of Kelowna , in the Province of British Columbia legally described as:

Parcel Identifier: NO PID
Legal Description: Lot _____, District Lot 134, ODYD, Plan EPP_____

(hereinafter called the "Lands");

B. Section 219 of the *Land Title Act* provides that a covenant, in favour of a municipality as transferee, whether of a negative or positive nature, in respect to the use of land or that land is or is not to be built on in favour of the transferee, may be registered as a charge against the title to that land and is enforceable against the transferor and his successors in title even if the covenant is not annexed to land owned by the transferee.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 219 of the *Land Title Act,* and in consideration of the sum of ONE ($1.00) DOLLAR now paid to the Transferor by the Transferee (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto agree and covenant with each other as follows:

1. The Transferor shall not construct any improvements on the Lands that exceeds a maximum Net Floor Area of _____ m^2. For the purposes of this Covenant, Net Floor Area means the sum of the horizontal areas of each storey of the building measured from the exterior faces of the exterior walls providing that in the case of a wall containing windows, the glazing line of the

windows may be used. The net floor area measurement is exclusive of areas of basement areas used exclusively for storage or service to the building, attics, attached garages, carports, breezeways, porches, balconies, exit stairways, corridors, and terraces. In the case of multiple dwelling housing, public corridors, common amenity spaces, and building mechanical systems are also excluded. In the case of congregate housing, communal dining and kitchen facilities are excluded.

2. The Transferor releases the Transferee and shall indemnify and save harmless the Transferee and its councillors, officers and employees from any claim of any nature by the Transferor or any other person, that may be made against the Transferee or its councillors, officers or employees in connection with the granting or existence or enforcement of this Agreement or the breach by the Transferor of the covenants in this Agreement.

3. The Transferor shall comply with all requirements of this Agreement at its own cost and expense.

4. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

5. The rights given to the Transferee by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Transferee to anyone, or obliges the Transferee to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, except that nothing in this section shall affect the contractual rights and obligations of the parties hereto under this Agreement.

6. This Agreement shall restrict use of the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the Transferee.

7. Where the Transferee is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Transferor agrees that the Transferee is under no public law duty of fairness or natural justice in that regard and agrees that the Transferee may do any of those things in the same manner as if it were a private party and not a public body.

8. This Agreement does not

   (a) affect or limit the discretion, rights or powers of the Transferee under any enactment (as defined in the Interpretation Act on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands;

   (b) affect or limit any enactment relating to the use or subdivision of the Lands, or

   (c) relieve the Transferor from complying with any enactment, including in relation to the use or subdivision of the Lands,

and the Transferor covenants and agrees to comply with all such enactments with respect to the Lands.

9. Every obligation and covenant of the Transferor in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which the Lands is subdivided by any means and any parcel into which the Lands is consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Transferor's cost, to burden and charge any land consolidated with the Lands.

10. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

11. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

12. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

13. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

14. Time is of the essence of this Agreement.

15. This covenant is not intended to create a partnership, joint venture, or agency between the Transferor and the Transferee.

16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "N"
City – Statutory Right of Way Regarding Water

Land Title Act
Charge
General Instrument – Part 1

KAMLOOPS LAND TITLE OFFICE
FEB 14 2022 11:43:30.001
CA9713986

1. Application

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street
Kelowna BC V1Y 2B3
250-762-2108

BCC/50900.2 (City SRW)

2. Description of Land

PID/Plan Number	Legal Description
029-373-301	**LOT 1 DISTRICT LOT 134 OSOYOOS DIVISION YALE DISTRICT PLAN EPP41204**

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

WESTCORP ON THE LAKE INC., NO.A75763

6. Transferee(s)

CITY OF KELOWNA
1435 WATER STREET
KELOWNA BC V1Y 1J4

7. Additional or Modified Terms

© Copyright 2022, Land Title and Survey Authority of B.C. All rights reserved.

8. Execution(s)

This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
Patrick R. Bobyn **Barrister & Solicitor** 301 - 1665 Ellis Street Kelowna BC V1Y 2B3	YYYY-MM-DD **2021-10-08**	**WESTCORP ON THE LAKE INC.** By their Authorized Signatory **Philip Milroy**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)
Fiona Dawn Hands **Commissioner for Taking Affidavits for British Columbia** 1435 Water Street Kelowna BC V1Y 1J4	YYYY-MM-DD **2022-02-11**	**CITY OF KELOWNA** TRANSFEREE By their Authorized Signatory **Loyal Woolridge** **Stephen Fleming**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Bradley Cameron Cronquist UQWCMU

Digitally signed by Bradley Cameron Cronquist UQWCMU
Date: 2022-02-11 14:22:33 -08:00

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TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY AGREEMENT

GIVEN THAT:

A. "Grantee" means collectively the party(ies) described as Transferee(s) in Form C – Part 1, Item 6 hereto;

B. "Grantor" means collectively the party(ies) described as Transferor(s) in Form C – Part 1, Item 5 hereto;

C. "Lands" means collectively the land described in Form C – Part 1, Item 2 and individually referred to by Lot number;

D. "Right of Way" means the Lands;

E. The Grantor is the registered owner of the Lands;

F. The Grantor has agreed to grant to the Grantee a statutory right of way to facilitate the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, and replacement of certain water works, including all pipes, valves, fittings, hydrants, lines, meters, appliances, facilities, attachments, devices, and other ancillary or incidental things, or any of them, ("Works"), such Works to be located substantially in those areas shown on the sketch plan attached hereto as Schedule "A";

G. This statutory right of way is necessary for the operation and maintenance of the Grantee's undertaking.

THIS AGREEMENT IS EVIDENCE that in consideration of $1.00 now paid by the Grantee to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which the Grantor hereby acknowledges), and of the mutual covenants and agreements set out in this Agreement, the Grantor and Grantee covenant and agree, and the Grantor hereby grants to the Grantee, as follows:

1. Pursuant to Section 218 of the *Land Title Act* the Grantor grants, conveys and confirms to the Grantee, in perpetuity, the full, free and uninterrupted right, liberty, easement and statutory right of way, for the Grantee and its licensees, employees, agents, officials, contractors, and workers at all times hereafter, by day and by night at their will and pleasure, to enter, go, be on, pass and re-pass, with or without vehicles, personal property or equipment, upon, over, under and across the Right of Way, to:

   (a) lay down, entrench, construct, erect, dig, and install the Works upon the Right of Way and to repair, operate, maintain, inspect, alter, remove, bury, cleanse, clear, string, replace, or otherwise establish the Works from time to time in the Grantee's discretion;

   (b) to have unobstructed access over the Lands for egress to and from the Right of Way at any and all times;

   (c) make surveys and tests;

(d) establish grades and levels;

(e) excavate or otherwise alter the contours of the Right of Way and to backfill trenches;

(f) store all personal property (including equipment) necessary to carry out the activities referred to in Section 1(a), provided that the Grantee shall consult the Grantor as to the duration and location of such storage, which is to be limited to the time and place necessary to complete the work for which it is needed;

(g) remove from the Right of Way such structures, improvements, fixtures, fences, gates, cattle guards, trees, shrubs, plants, and other obstructions whatsoever, as, in the Grantee's opinion, is necessary in order to carry out the activities referred to in Section (a) to (f); and

(h) do all other things on the Right of Way as may be reasonably required in connection with the foregoing.

2. The Grantor must:

(a) not do or permit to be done any act or thing which in the opinion of the Grantee may interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of, the Right of Way or the Works;

(b) trim or, if the Grantee thinks it necessary, cut down any tree or other growth on the Lands which in the opinion of the Grantee constitutes or may constitute a danger or obstruction to those using the Right of Way or to the Works;

(c) execute all further documents and things whatsoever for the better assuring unto the Grantee of the Right of Way hereby granted;

(d) permit the Grantee to peaceably hold and enjoy the rights hereby granted;

(e) maintain, care for and clear the surface of the Right of Way and remove grass and other growth from the surface of the Right of Way as required by the Grantee and do all other things deemed by the Grantee to be reasonably necessary for the safe use and preservation of the Right of Way;

(f) maintain and care for the Right of Way and keep it clean from garbage and noxious debris;

(g) not diminish or increase the soil cover over any of the Works in the Right of Way and in particular, without limiting the foregoing, must not construct open drains or ditches along or across any of the Works in the Right of Way.

3. The Grantee must and may peaceably hold and enjoy the rights, liberties, and right of way hereby granted without hindrance, molestation, or interruption by the Grantor or any person, firm, or corporation claiming by, through, under, or in trust for the Grantor.

4.

(a) The Works installed by the Grantee in, on, or under the Right of Way remain chattels and the property of the Grantee, despite the fact that the same may be annexed or affixed to the freehold, and the Works may at any time be removed in whole or in part by the Grantee in its discretion.

(b) In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place.

5.

(a) In the exercise of its powers under this Agreement, the Grantee may remove anything placed on the Right of Way by the Grantor but, except for the Works, must, so far as possible and subject to Sections 1 and 2 hereof, restore the Right of Way to substantially its original condition, so far as is reasonably practicable, promptly after completing the Works.

(b) Despite Section 5(a), nothing in this Agreement requires the Grantee to restore any trees or surface growth but the Grantee must leave the lands in a condition that will not inhibit natural re-generation of such growth.

6. The Grantee must do all Works and other things authorized under this Agreement to be done by it over, through, under, and upon the Right of Way in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Right of Way or to any improvements thereon.

7. Nothing in this Agreement restricts the Grantor from using the Right of Way in any manner which does not interfere with or endanger the activities referred to in Section 1 or the unobstructed access to the Works, but the Grantor must not erect, construct or install any building, improvement, structure (including a manufactured home, pipe or wire), driveway or patio (other than asphalt driveways or patios) on the Right of Way, or permit anything to be placed or exist on it or done on it, that may injure, interfere with or obstruct the Works or prevent reasonable access to the Works by the Grantee. The Grantor must not carry on blasting on or adjacent to the Right of Way without the Grantee's prior written consent. Whenever reasonably possible, the Grantee may cross over the remainder of the Lands to gain access to the Right of Way to perform work on it and, in any event, may use a strip of land 3 m in width on either side of, and running parallel to and the length of, and being adjacent to, the Right of Way for the purpose of performing work on the Right of Way, provided that the Grantee must exercise reasonable care to minimize any damage to the Lands or improvements on the Lands outside the Right of Way and, if such damage is caused, must remedy it promptly at its cost.

8. If the Grantor defaults in observance or performance of its obligations under this Agreement, the Grantee, after 20 days' prior written notice to the Grantor specifying the default and at any time in case of emergency, may (but is not obliged to) rectify the default, and the Grantor must pay to the Grantee, on demand, its reasonable costs in connection with so rectifying.

9. No right herein granted to or reserved by the Grantee requires the Grantee to clean, repair, or maintain the Works or the Right of Way, unless the Grantee is expressly required under this Agreement to perform such cleaning, repairing, or maintenance.

10. Upon completion of construction of the Works, the Grantor may, at its sole option and expense, arrange to the have Works surveyed by an accredited British Columbia Land Surveyor. The City hereby agrees that it will provide a discharge of this Statutory Right of Way at the request of the Grantor provided that the Grantor shall provide a replacement statutory right of way, substantially on the same terms and conditions as contained in this Statutory Right of Way, with a 3 meter area on either side of the location of the Works being the right of way area and identified by survey. The Grantor shall be responsible for any and all costs associated with the discharge of this Statutory Right of Way and registration of a replacement statutory right of way.

11. This Agreement is to be construed as running with the Lands but no part of the fee of the soil passes to or is vested in the Grantee under or by this Agreement and the Grantor may fully use the Right of Way subject only to the rights and restrictions set forth in this Agreement.

12. The Grantor must, after execution hereof by it at the expense of the Grantor, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Grantee or have been granted in favour of the Grantee.

13. Despite anything contained in this Agreement the Grantee reserves all rights and powers of expropriation otherwise enjoyed by the Grantee.

14. Waiver of any default by either party is not to be deemed to be a waiver of any subsequent default by that party.

15. This Agreement runs with the Lands and every part or parts thereof, and attaches to and runs with the Lands and each and every part to which the Lands may be divided or **Subdivided** whether by **Subdivision** plan, strata plan, or otherwise.

16. Whenever it is required or desired that either party must deliver or serve a notice on the other, delivery or service is deemed to be satisfactory if and deemed to have occurred when:

    (a) the Clerk of the Grantee or the Grantor, as the case may be, has been served personally, on the date of service; or

    (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the party may from time to time provide to the other party.

17.

    (a) Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as

the context so requires.

(b) Where the Grantor includes more than one person, all covenants in this Agreement on the part of the Grantor shall be construed as joint and several.

18. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

19. Any opinion which the Grantee is entitled by virtue of this Agreement to form may be formed on behalf of the Grantee by the Grantee's **Director of Civic Operations** in which event the opinion of that person is deemed to be the opinion of the Grantee for the purposes of this Agreement.

20. If any section, sub-section, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

21. Where, on the reference date of this Agreement, the Grantor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Grantor to the full extent of the Grantor's interest in the Lands, and where the Grantor acquires a greater or the entire interest in fee simple, this Agreement extends to the after-acquired interests.

22. Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint.

23. This Agreement enures to the benefit of and is binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

24. This Agreement may be assigned by the Grantee without the consent of the Grantor.

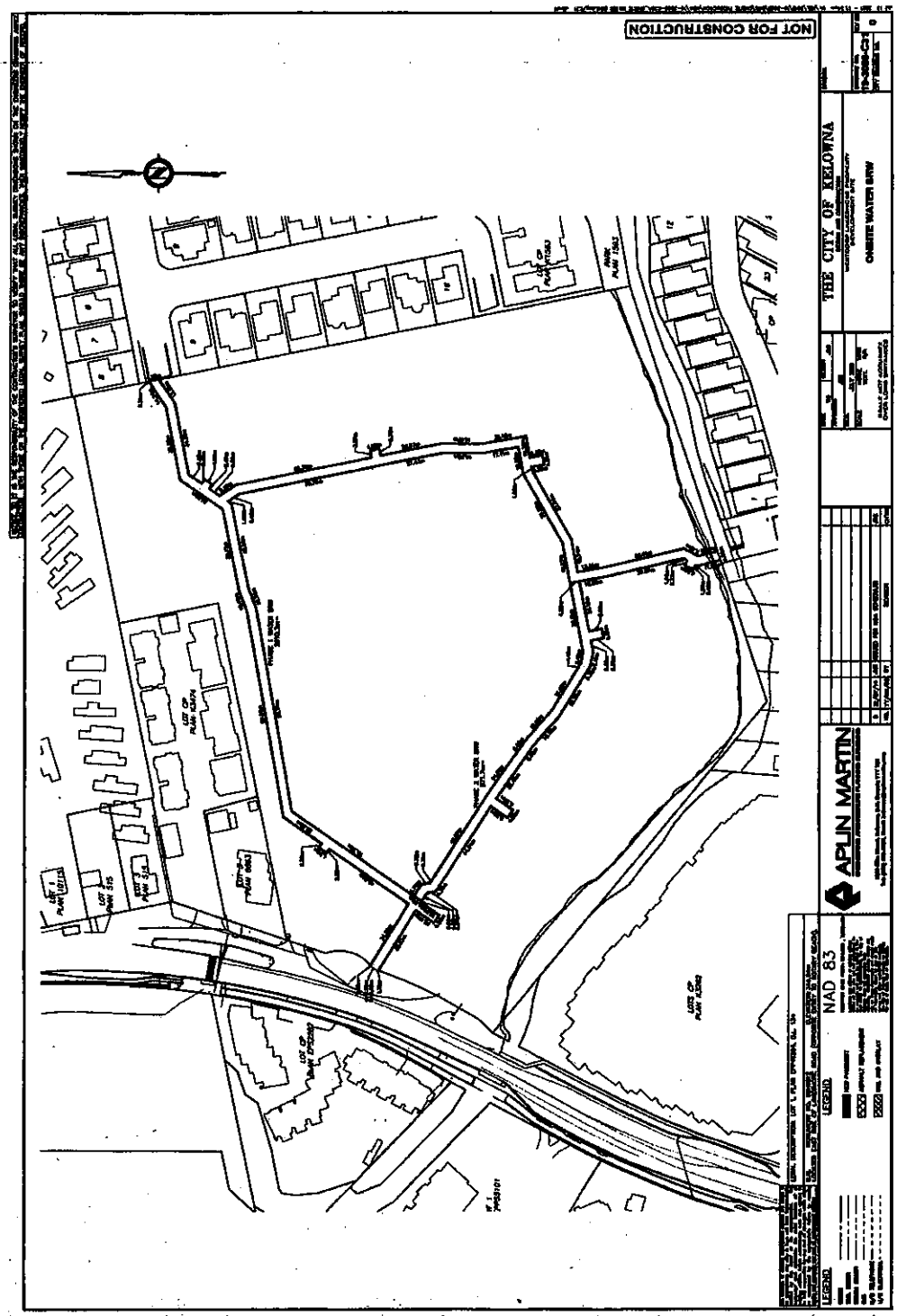
25. Despite anything contained in this Agreement, neither the Grantor named in this Agreement nor any future owner of the Lands or any portion thereof is liable under any of the covenants and agreements contained in this Agreement where such liability arises by reason of an act or omission occurring after the Grantor named in this Agreement or any future owner ceases to have a further interest in the Lands.

26. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

27. This Agreement is to be governed and construed according to the laws of the Province of British Columbia.

28. Words in this Agreement shall have the meaning assigned to them in the City of Kelowna **Subdivision, Development & Servicing Bylaw** No. 7900 as amended to the date of this Agreement.

Schedule "A"



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Schedule "O"
Section 219 Storm and Sanitary Sewer Covenant

TERMS OF INSTRUMENT - PART 2

RESTRICTIVE COVENANT: LAND TITLE ACT S.219

THIS AGREEMENT dated for reference the ____ day of _____, 2022.

BETWEEN:

WESTCORP ON THE LAKE INC.200, 8215 – 112 Street
Edmonton, AB T2G 2C8

(the "Owner")

AND:

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

(the "City")

WHEREAS:

A. The Owner is the registered owner of those lands and premises in the City of Kelowna, in the Province of British Columbia, as more particularly described in Item 2 of Part 1 of this instrument (the "Lands");

B. Pursuant to a Master Development Agreement between the Owner and the City dated for reference _____, the Owner agreed to maintain the roads, sidewalks, streetscapes, landscapes and common amenities on the Lands (the "Onsite Works");

C. The City has accepted the Owner's proposition to dispose of storm water and sanitary sewage generated within their Lands by means of certain works comprising of a chamber with a pump unit and controls, the entire storm water and sanitary service connection force main and all auxiliary components, from the building to the curb stop assembly connection thereinto the City's storm water and sanitary force main (the "Storm and Sanitary Works"). The Storm and Sanitary Works upon completion will remain in the ownership of the Owner, to be perpetually operated, maintained, repaired and replaced, when necessary, by the Owner at no cost to the City and shall include any required surface and sub-surface restoration costs;

D. Section 219 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250, and amendment thereto (the *"Land Title Act"*), provide that there may be registered and annexed to any land, conditions or covenants in favour of the City that the land or any certified portion thereof is to be used and the use of a building on or to be erected on the Lands to be constructed in a certain fashion and maintained by the owner of the Lands, its successors and assigns; and

E. The City as covenantee has required an indemnity pursuant to Section 219 of the *Land Title Act*.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act*, and in consideration of ONE ($1.00) DOLLAR now paid to the Owner by the City (the receipt of which is hereby acknowledged) the Owner covenants and agrees with the City as follows:

1. The Lands shall not be occupied unless the Storm and Sanitary Works are designed by a Professional Engineer, constructed in accordance with the British Columbia Plumbing Code and the City's Subdivision, Development and Servicing Bylaw No. 7900, as amended from time to time, and are operated and maintained for the disposal of storm water and sanitary sewage generated on the Lands.

2. The Owner shall, at its expense, operate the Storm and Sanitary Works and the Onsite Works and carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and otherwise servicing of the Storm and Sanitary Works and the Onsite Works to the satisfaction of the City.

3. The Owner covenants and agrees with the City that the Storm and Sanitary Works for residential dwellings located on the Lands will have been provided through a low pressure storm water and sanitary system and the pumping system will be installed to the satisfaction of the City.

4. If the Owner fails or neglects to adequately repair, maintain, clean, protect and otherwise service the Storm and Sanitary Works or the Onsite Works within a period of sixty (60) days following the City's written notification to the Owner to do so, or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing, the City may, but shall in no way be obligated to, enter on the Lands to carry out the maintenance, repair, cleaning, protection or servicing at the cost of the Owner, and the Owner shall repay to the City 110% of the costs incurred by the City in so doing forthwith upon receipt of the City's bill for same. It is understood that the City may do such work either by itself or by contractors contracted by the City and may use such equipment and machinery as it deems necessary and that, in the event that the City's bill for the cost of maintenance, repair, cleaning, protection or servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Owner, the City shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or servicing, with interest at the rate of six (6) percent per annum, as a debt due and owing to the City. The parties agree that the City has no responsibility to monitor the condition of the Storm and Sanitary Works or the Onsite Works.

5. Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered to the Owner.

6. The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants, the burden of which shall run with the Lands. It is further expressly agreed that this Agreement may only be modified or discharged by agreement of the City pursuant to the provisions of Section 219(9) of the *Land Title Act*.

7. Notwithstanding anything contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands unless the Owner fails to obtain the agreement referred to in section 13.

8. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.

9. The Owner hereby covenants and agrees with the City that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

10. The parties shall do and cause to be done all such things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

11. The Owner hereby releases, indemnifies and saves harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement or any default of the Owner under or in respect of this Agreement.

12. The Owner shall, at the Owner's expense, do or cause to be done all acts reasonably necessary to register this Agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this Agreement against title to the Lands.

13. The Owner covenants and agrees to obtain from any prospective purchaser, leaseholder, tenant and other transferee of the Lands referred to herein, an agreement to be bound by the terms of this Agreement.

14. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

15. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

16. If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdictions, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.

17. The Owner shall comply with all requirements of this Agreement at its own cost and expense.

CITY OF KELOWNA

BYLAW NO. BL12366
TA20-0009
3773-3795 Lakeshore Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000, **Schedule 'B' – Comprehensive Development Zones** be amended by deleting **CD24 – Comprehensive Development Zone** in its entirety and replacing it with Schedule 'A' in its appropriate location as 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 2nd day of May, 2022.

Considered at a Public Hearing on the 31st day of May, 2022.

Read a second and third time by the Municipal Council this 31st day of May, 2022.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Schedule 'A'

CD24 –Comprehensive Development Zone

1.1 Purpose

The purpose of this Comprehensive Development Zone (CD24) is to provide for the integrated design of a comprehensive mixed-use development which includes tourist commercial and residential uses.

1.2 Principal Uses

The principal uses in this zone are:

a) Apartment hotels
b) Congregate housing
c) Group home major
d) Hotels
e) Motels
f) Multiple dwelling housing
g) Supportive housing

1.3 Secondary Uses

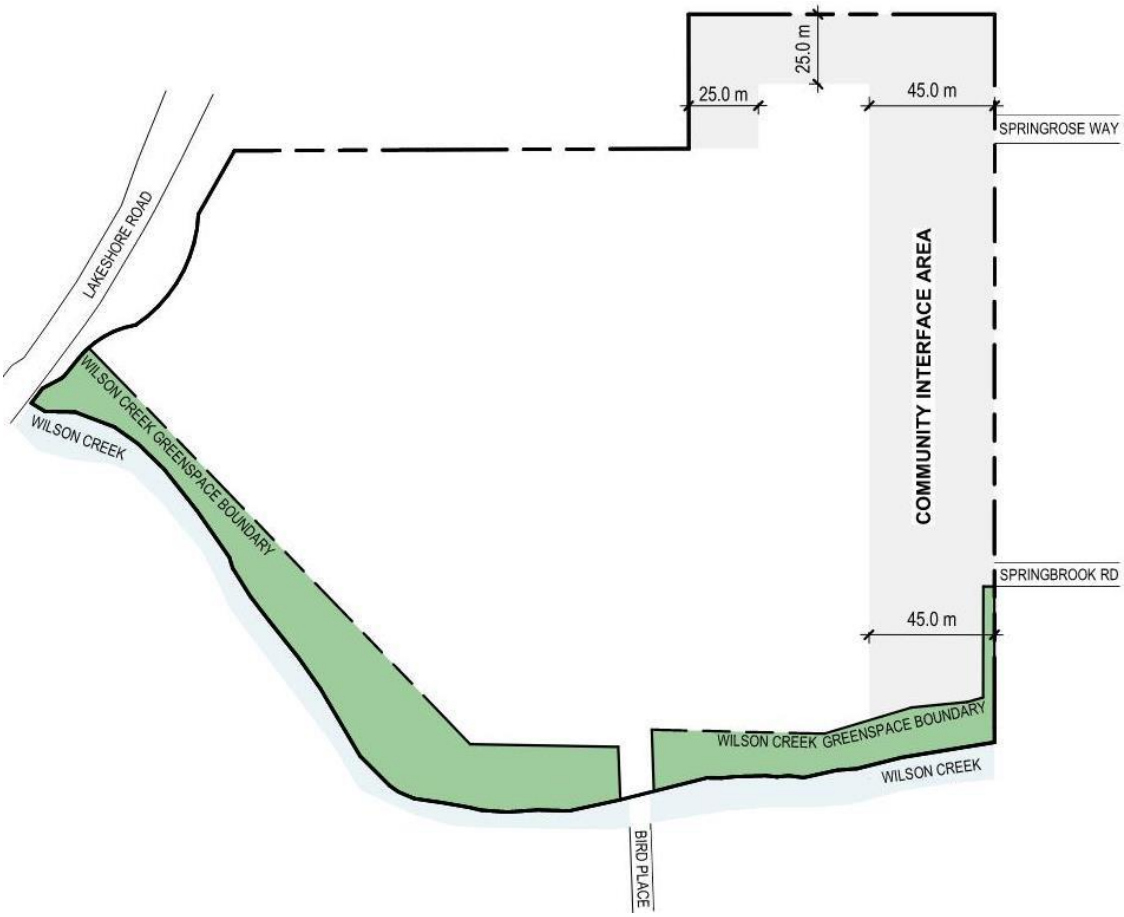
a) Agriculture, Urban
b) Boat storage (only within an enclosed building or structure)
c) Childcare centre, major
d) Community garden
e) Community recreation services
f) Financial services (max floor area of 280m^2)
g) Food primary establishment
h) Health services (Health and Office cumulative floor area cannot exceed 500m^2)
i) Liquor primary establishment, major
j) Liquor primary establishment, minor
k) Liquor primary license
l) Non-accessory parking
m) Home based business minor
n) Offices (Office and Health cumulative floor area cannot exceed 500m^2)
o) Participant recreation services, indoor
p) Personal service establishments
q) Residential security/operator unit
r) Retail liquor sales (establishments)
s) Retail store, general (maximum single tenancy of 1,400m^2)

1.4 Subdivision Regulations

(a) Each lot created that is serviced by the common lot access shall have a minimum frontage on the common lot access of 10 metres.
(b) Minimum lot width is 25 metres
(c) Minimum lot depth is 30 metres
(d) Minimum lot area is 750 m^2
(e) For all lots created within CD24, the maximum cumulative net floor area is 90,990m^2.

1.5 Development Regulations

a) The maximum net floor area is 90,990m^2.
b) The maximum height of buildings shall be the lesser of 60 metres or 17 storeys, not including rooftop mechanical penthouse, antenna or other ancillary structures. In the Community Interface Area of CD24, the maximum height of buildings shall be the lesser of 11.5 metres or 3.5 storeys.



c) The maximum site coverage is 40%, provided that the maximum site coverage of buildings, driveways, and above ground parking areas is 50%.
d) Parking structures located above natural finished grade and surfaced with landscaping or useable open space shall not be included in the calculation of site coverage.

1.6 Site Setbacks

Perimeter Property Line Setbacks

a) South Side – 3.0 metres from the boundary of the Wilson Creek green space for any buildings and structures less than 15 metres in height. Buildings, excluding balconies, cornices and architectural features, above 15 metres in height will require an additional
1.5 metre setback for a total of 4.5 metre setback from the boundary of the Wilson Creek Green Space.
b) North Side – 7.5 metres for all buildings and structures up to 11.5 metres in height, 15 metres for any buildings and structures, excluding balconies, cornices and architectural features, greater than 11.5 metres, with the exception of the townhome buildings located in the Community Interface Area.

c) West Side / Lakeshore Road Frontage – 0.0 metres for 50% of the frontage and 3.0 metres for 50% of the frontage for any buildings or structures under 10 metres in height. 3.0 metres for any portion of buildings or structures above 10 metres in height. Notwithstanding this provision, architectural features that are less than 25% of the building face width may encroach into the 3.0 metre setback requirement, to a maximum of 1.5 metres.
d) East Side – 7.5 metres
e) If the site is subdivided further into individual parcels served by a common lot access road, the minimum setback for all internal parcels is 0 metres.

1.7 Private Open Space

A minimum area of 7.5 m^2 of private open space shall be provided per **bachelor dwelling, apartment hotel unit, or congregate housing bedroom**; 15 m^2 of **private open space** shall be provided per **1 bedroom dwelling**, and 25 m^2 of **private open space** shall be provided per **dwelling** with more than **1 bedroom**, except for hotel where no minimum private open space is required. Private communal outdoor amenity space is included for the purposes of this calculation.

1.8 Other Regulations

(a) **Section 6 – General Development Regulations** of this bylaw applies;
(b) **Section 7 – Landscaping and Screening** of this bylaw applies;
(c) **Section 8 – Parking and Loading** of this bylaw will apply with the exception of:
    a. The base parking stall requirement will be as per Village Centre parking ratios
    b. If the development is guaranteed as rental through a Rental Agreement (for 10 years) with the City of Kelowna, a 10% reduction to the CD24 parking requirement (both base and visitor) can be applied.

Bicycle parking can be provided anywhere in the parkade necessary to be easily accessible to users.

REPORT TO COUNCIL

Date:	September 26th 2022		
To:	Council		
From:	City Manager		
Department:	Community Planning		
Application:	DP21-0183	**Owner:**	Westcorp on the Lake Inc., Inc.No. A75763
Address:	3773-3795 Lakeshore Road	**Applicant:**	Westcorp Development Management Inc.
Subject:	Development Permit		
Existing OCP Designation:	VC – Village Centre and NAT – Natural Areas		
Existing Zone:	CD24 – Comprehensive Development Zone / P3 – Parks and Open Space		

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP21-0183 for Lot 1, DL 134, ODYD, Plan EPP41204 Except Plan EPP112300, located at 3773-3795 Lakeshore Road, Kelowna, BC subject to the following:

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

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

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

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

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

2.0 Purpose

To issue a Development Permit for the form and character of a comprehensive multi-family development comprising a mix of townhouses, commercial space, one high-rise building and two mid-rise buildings.

3.0 Development Planning

Staff support the proposed Development Permit Application for the form and character of a comprehensive multi-family development comprising of a mix of uses and housing forms. The proposal aligns with the Official Community Planning (OCP) policy to target growth along transit supportive corridors and promote more housing diversity. The proposal is also consistent with OCP policies related to the Cook-Truswell area/village center. The proposed building height and site layout maximize views of the lake and allow for opportunities for at grade commercial which further contributes to a lively pedestrian-oriented environment with large amenity common areas above the proposed parkade structure.

4.0 Proposal

4.1 Background

In 2013 a Comprehensive Development zone (CD24 zone) for the subject property was approved to provide for the integrated design of a comprehensive mixed-use development which included tourist commercial and residential uses. In 2020 Council approved a Development Permit for phase 1 of the project to allow three and ½ storey townhouses with a total of 200 dwelling units on the east end of the site. In 2021 the owner applied to update/revise the existing comprehensive development zone with the most significant change being a proposed increase in building height from 11 storeys to 17 storeys.

Most recently a Natural Environment Development Permit has been issued by staff related to the park and restoration works along Wilson Creek. At present, a Development Permit application is under consideration for the form and character of the proposed 2nd phase of development on the subject site. If approved staff expect the owners to apply for at least one additional development permit for the 3rd and final phase of development before construction on the site is complete which will include a future day-care building and additional mid-rise and high-rise residential buildings.

4.2 Project Description

The proposed development design comprises of 439 dwellings comprising of one 17 storey high-rise building, two 10 storey mid-rise buildings, and ground-oriented townhouses. The buildings are proposed to include a variety of rental housing types ranging from one- and two-bedroom apartment units and two-bedroom townhomes. Development on the property is guided by a Master Development Agreement to ensure the site develops in accordance with the concept plans provided at time of rezoning.

The architecture of the development is intended to prioritize a simple and timeless expression, where form and proportion are highly considered, and realized through a muted and natural material palette. The design features large balconies and a terracing concept with the largest building setback from Lakeshore Road concentrating the highest density near the center of the site. The scale and proportions of the buildings have been crafted through a sensitive approach to balcony articulation. The residential towers are strategically placed to preserve view corridors through the site and offer residents views of the surrounding valley and lake. The entire development is focused inward onto a large, common rooftop amenity greenspace and landscaped garden and pool area intended to provide both passive and active spaces for social interaction of residents.

The proposal includes a new commercial node along Lakeshore Road, improved accessibility to Wilson Creek Linear Park, and substantial urban plazas and landscaping. The site is located along a transportation

supported corridor and forms linkages for other alternative transportation opportunities to connect future residents to the nearby schools as well as commercial and recreation areas.

The project provides for a variety of rental suite types ranging from single bedroom apartments to town homes intended to serve a diverse demographic as the City's population grows. A detailed checklist on how the proposal meets the applicable Official Community Plan Development Permit guidelines is attached to this report as Attachment B and detailed architectural renderings of the project are attached to this report as Attachment C.

The proposed Master Development Agreement has been reviewed by staff and the City Solicitor. Staff are recommending council authorize staff to proceed with entering into the Master Development Agreement. The applicant for Zoning Bylaw Text Amendment Bylaw No. 12366 has satisfied all other conditions of adoption and staff are recommending the bylaw be adopted.

The Master Development Agreement will be attached by legal agreement to the title of the property to ensure that the requirements are binding and enforceable in the long term. With the adoption of the City's new Zoning Bylaw; the updated CD zone will be replaced by the key development regulations have been incorporated into the new zone applied to the property.

Figure 1. Architectural Rendering

4.3 Site Context

The surrounding area is characterized by medium density multiple family development near Lakeshore Road and Cook Road, and existing single-family neighborhoods to the East and South of the property.

In the context of the 2040 Official Community Plan the subject property is within the Permanent Growth Boundary and Core Area of the City and is specifically designated to be part of the Cook/Truswell Village Centre. A portion of the site is directly adjacent to Wilson Creek and is designated as NAT – Natural Area in the OCP.

Subject Property Map:

4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	**CD24 ZONE REQUIREMENTS**	**PROPOSAL**
Development Regulations		
Max. Floor Area Ratio	The maximum net floor area is 90,990 m²	Total net floor area for DP 33,427 m²
Max. Site Coverage (buildings)	40%	35%
Max. Site Coverage (buildings, parking, driveways)	50%	46%
Max. Height	The maximum height of buildings shall be the lesser of 60 metres or 17 storeys, not including rooftop mechanical penthouse, antenna or other ancillary structures. In the Community Interface Area of CD24, the maximum height of buildings shall be the lesser of 11.5 metres or 3.5 storeys	60 m and 17 storeys

Min. Front Yard	West Side / Lakeshore Road Frontage – 0.0 metres for 50% of the frontage and 3.0 metres for 50% of the frontage for any buildings or structures under 10 metres in height. 3.0 metres for any portion of buildings or structures above 10 metres in height. Notwithstanding this provision, architectural features that are less than 25% of the building face width may encroach into the 3.0 metre setback requirement, to a maximum of 1.5 metres.	3.0 m
Min. Side Yard (south)	South Side – 3.0 metres from the boundary of the Wilson Creek green space for any buildings and structures less than 15 metres in height. Buildings, excluding balconies, cornices and architectural features, above 15 metres in height will require an additional 1.5 metre setback for a total of 4.5 metre setback from the boundary of the Wilson Creek Green Space	15 m+
Min. Side Yard (north)	North Side – 7.5 metres for all buildings and structures up to 11.5 metres in height, 15 metres for any buildings and structures, excluding balconies, cornices and architectural features, greater than 11.5 metres, with the exception of the townhome buildings located in the Community Interface Area.	15 m
Min. Rear Yard	7.5m	7.5 m
Other Regulations		
Min. Parking Requirements	849 spaces	1135 spaces

Short-Term Min. Bicycle Parking	6 per entrance, plus for buildings with greater than 70 units: 1 space for every additional 5 units Bicycle parking can be provided anywhere in the parkade necessary to be easily accessible to users.	6 per entrance, plus for buildings with greater than 70 units: 1 space for every additional 5 units (75 spaces)
Long-Term Bike Parking	770 spaces	880 spaces
Min. Private Open Space	A minimum area of 7.5 m2 of private open space shall be provided per bachelor dwelling, apartment hotel unit, or congregate housing bedroom; 15 m2 of private open space shall be provided per 1 bedroom dwelling, and 25 m2 of private open space shall be provided per dwelling with more than 1 bedroom, except for hotel where no minimum private open space is required. Private communal outdoor amenity space is included for the purposes of this calculation. (7,615sqm required)21,984 m^2	21,984 m^2

5.0 Current Development Policies

The Big Picture: 10 Pillars to Realize our Vision	
Target growth along transit corridors	Investing in more transit service makes it a more attractive option, but for it to be truly effective, there needs to be more people living, working and shopping nearby. With this in mind, the Official Community Plan focuses growth in the five Urban Centres and along major transit corridors that connect them with a goal of putting more people and more jobs within easy walking distance of reliable, direct transit service.
Promote more housing diversity	One of Imagine Kelowna's goals is to build healthier neighbourhoods that support a variety of households, incomes, and life stages. Having the housing that Kelowna citizens need is critical to achieving this goal. The Official Community Plan signals a wider variety of housing types and

	not just single-family homes or small apartments. This housing is focused in areas where residents have easier access to jobs, amenities, transit, and active transportation routes. In addition, this Official Community Plan supports more rental housing options.

Objective 5.1. Encourage Village Centres as Kelowna's secondary hubs of activity.	

Policy 5.1.4 Cook Truswell Village Centre	Policy 5.1.4. Cook Truswell Village Centre. Continue to support the evolution of the Cook Truswell Village Centre into a mixed use tourist commercial destination by supporting development that contributes to the following vision for the area:
	
	• A mix of tourist accommodation, with supporting residential and commercial development;
	• Buildings that are generally up to six storeys in height, with opportunities for taller buildings being explored with additional considerations such as:
	  ○ Building design that maximizes views of the lake;
	  ○ Uses at grade, such as retail commercial or restaurants to contribute to a lively pedestrian-oriented tourist environment;
	  ○ Significant publicly accessible parks, plazas and other public realm improvements;
	  ○ Enhancement of the public's access and enjoyment of the waterfront at Okanagan Lake; and
	  ○ Protection, restoration and dedication of Okanagan Lake foreshore and other riparian areas.
	• Orientation of buildings towards Truswell Road, creating a small retail street;
	• Increased transportation connectivity from Lakeshore Road to Okanagan Lake and surrounding neighbourhoods to the east.

	The proposal is consistent with OCP Policy 5.1.4 as the proposed building height and site layout maximizes views of the lake and allows opportunities for at grade commercial which further contributes to a lively pedestrian-oriented tourist environment with large amenity space areas on top of the proposed parkade structure.
Objective 5.1. Encourage Village Centres as Kelowna's secondary hubs of activity.	
Policy 5.2.1. Transit Supportive Corridor Densities	Encourage development that works toward a long-term population density of between 50 – 100 people per hectare within 200 metres of each corridor to achieve densities that support improved transit service and local services and amenities. Discourage underdevelopment of properties along Transit Supportive Corridors.
	The complete build out of the proposed development will result in approximately 1,100 dwelling units located within the subject which is equivalent to a site density of 157 people per hectare which will contribute to a future density that achieve

	densities that support improved transit service and local services and amenities.

6.0 Application Chronology

Date of Application Received: January 31st 2021
Date Public Consultation Completed: September 4th 2021

Report prepared by: Alex Kondor, 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 Permit DP21-0183

Schedule A: Site Plan

Schedule B: Design Plans

Schedule C: Landscape Plan

Attachment B – OCP Form and Character Development Permit Guidelines

Attachment C – Architectural Renderings

ATTACHMENT A
This forms part of application
DP21-0183
Planner Initials ak

City of Kelowna

Development Permit DP21-0183

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

3773-3795 Lakeshore Road, Kelowna, BC

and legally known as

Lot 1, DL 134, ODYD, Plan EPP41204 Except Plan EPP112300

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	September 19th 2022
Decision By:	COUNCIL
Development Permit Area:	Form and Character
Existing Zone:	CD24
Future Land Use Designation:	VC - Village 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:	Westcorp on the Lake Inc. Inc. No. A75763
Applicant:	Westcorp Development Management Inc.
Planner:	Alex Kondor – Planner Specialist

_____ _____

Terry Barton
Community Planning Department Manager
Planning & Development Services

Date

ATTACHMENT A
This forms part of application
DP21-0183
Planner Initials ak
City of Kelowna
DEVELOPMENT PLANNING

1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

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.

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

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may 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 $ $942,468.75

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.

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

CD24 LAKESHORE RD DEVELOPMENT

3787-3795 LAKESHORE RD KELOWNA, B.C. CANADA
LEGAL DESCRIPTION: PLAN #: EPP41204 LOT#:1
ISSUE FOR: DEVELOPMENT PERMIT - JUNE 25, 2021 ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE - May 11, 2022

PROJECT DIRECTORY

CLIENT / OWNER	ARCHITECTURAL	STRUCTURAL ENGINEERING
WESTCORP DEVELOPMENT MANAGEMENT INC. CONTACT: GAIL TEMPLE #200 1460 PANDOSY STREET KELOWNA, BC V1Y 1P3	**HDR ARCHITECTURE ASSOCIATES INC.** CONTACT: ROB CESNIK 210 HASTINGS AVENUE PENTICTON, BC V2A 2V6	**GLOTMAN SIMPSON CONSULTING ENGINEERS** CONTACT: NICK MAERKL 1661 WEST 5th AVENUE, VANCOUVER, BC V6J 1N5
CIVIL ENGINEERING	**LANDSCAPE ARCHITECTURE**	**CODE CONSULTANTS**
APLIN & MARTIN CONSULTANTS LTD CONTACT: JOSH GRAFF 1258 ELLIS STREET KELOWNA, BC V1Y 1Z4	**WSP** CONTACT: ADRIAN SHURA 1631 DICKSON AVENUE, SUITE 700 LANDMARK 6 KELOWNA, BC V1Y 0B5	**GHL CONSULTANTS LTD** CONTACT: RAPHAEL KLENSCH 950 - 409 GRANVILLE STREET VANCOUVER, BC V6C 1TC

DP2 Architectural Drawing List

A-000	COVER SHEET
A-001	CONTEXT
A-002	CONTEXT
A-004	SITE STATISTICS
A-005	SUSTAINABILITY ANALYSIS + STRATEGIES
A-110	SITE - PLAN - FROM ABOVE
A-110A	SITE - AXIOND SECTION
A-110B	SITE - AXIOND SECTION
A-111	SITE - PLAN - LEVEL 01
A-112	SITE - PLAN - LEVEL 02
A-113	SITE - PLAN - LEVEL 03
A-114	SITE - PLAN - LEVEL 04
A-115	SITE - PLAN - LEVEL 05
A-116	SITE - PLAN - LEVEL 06
A-117	SITE - PLAN - LEVEL 07 - TYPICAL
A-120	SITE - ELEVATIONS
A-121	SITE - ELEVATIONS
A-122	SITE - ELEVATIONS
A-130	SITE - SECTIONS
A-131	SITE - SECTIONS
A-210	PARKADE - LEVEL01 PLAN
A-211	PARKADE - LEVEL02 PLAN
A-212	PARKADE - LEVEL03 PLAN
A-213	PARKADE - LEVEL 04 PLAN
A-300	CRUIAMENITY - PERSPECTIVE
A-310	CRUIAMENITY - PLAN - LEVEL 1
A-311	CRUIAMENITY - PLAN - LEVEL 2
A-312	CRUIAMENITY - PLAN - LEVEL 3
A-313	CRUIAMENITY - PLAN - LEVEL 4
A-314	CRUIAMENITY - PLAN - LEVEL 5
A-315	CRUIAMENITY - PLAN - LEVEL 6
A-320	CRUIAMENITY - ELEVATION
A-321	CRUIAMENITY - ELEVATION
A-400	TOWER 3 - PERSPECTIVE
A-410	TOWER 3 - PLAN - LEVEL 1-4
A-411	TOWER 3 - PLAN - LEVEL 5-7 - TYPICAL
A-420	TOWER 3 - ELEVATION
A-421	TOWER 3 - ELEVATION
A-500	TOWER 6 - PERSPECTIVE
A-510	TOWER 6 - PLAN - LEVEL 1 & 2
A-511	TOWER 6 - PLAN - LEVEL 3 & 4 - TYPICAL
A-520	TOWER 6 - ELEVATION
A-600	TOWER 7 - PERSPECTIVE
A-610	TOWER 7 - PLAN - LEVEL 01 & 02
A-611	TOWER 7 - PLAN - LEVEL 03 & 04
A-612	TOWER 7 - PLAN - LEVEL 05 - TYPICAL
A-620	TOWER 7 - ELEVATION
A-700	TOWNHOMES - PERSPECTIVE
A-701	TOWNHOMES - CONTEXT
A-711	TOWNHOMES - GENERAL PLANS
A-712	TOWNHOMES - GENERAL PLANS
A-715	TOWNHOMES - ENLARGED PLANS - TYPICAL
A-730	TOWNHOMES - ENLARGED ELEVATION & SECTION - TYPICAL
A-800	PERSPECTIVE
A-801	PERSPECTIVE
A-802	PERSPECTIVE
A-803	PERSPECTIVE
A-804	PERSPECTIVE
A-805	PERSPECTIVE
A-806	PERSPECTIVE
A-807	PERSPECTIVE
A-810	SHADOW ANALYSIS
A-811	MATERIAL BOARD

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137
Original Issue	25/06/21

Sheet Name
COVER SHEET

Scale
1 : 10

Sheet Number
A-000

Project Status
SCHEMATIC DESIGN

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SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1. VIEW FROM LAKESHORE RD. - NORTH

2. VIEW FROM LAKESHORE RD. - SOUTH

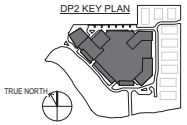
3. VIEW FROM SPRINGROSE WAY - WEST

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Landscape Architect	WSP
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Structural Engineer	Glotman Simpson
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Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
CONTEXT

Scale

Sheet Number
A-001

Project Status
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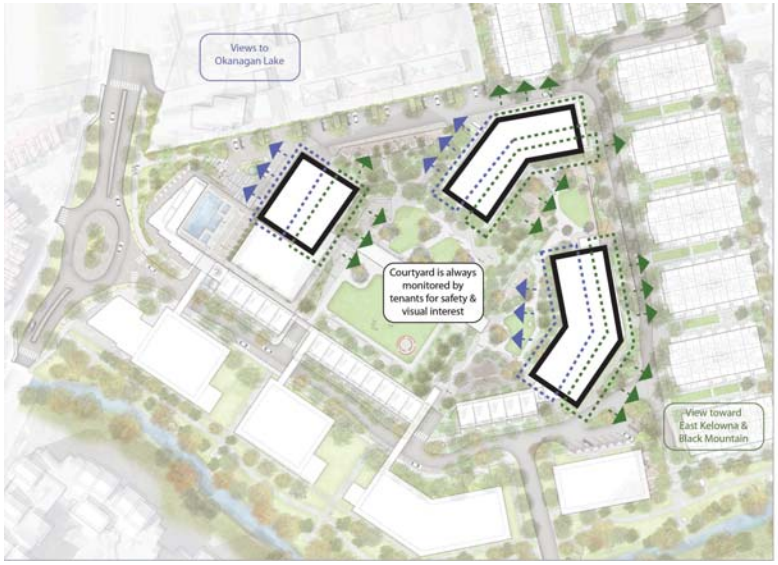
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

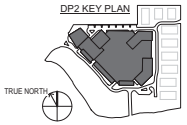


HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	06/25/21

Sheet Name
CONTEXT

Scale

Sheet Number
A-002

Project Status
SCHEMATIC DESIGN

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SCHEDULE A & B

This forms part of application

DP21-0183

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials AK

4 3 2

SITE AREA ANALYSIS

ZONING - CD24 COMPREHENSIVE DEVELOPMENT ZONE

DP2 PRINCIPAL USES - MULTIPLE DWELLING HOUSING, CRU, AMENITY

NET FLOOR AREA - LAKESHORE DEVELOPMENT

OVERALL SITE DENSITY MAX. NET FLOOR AREA	=	90,990 m2

NET FLOOR AREA - DP1 TOWN HOMES (1-9)

	=	27,224 m2

NET FLOOR AREA - DP2

CRU/AMENITY - NET FLOOR AREA	=	734 m²
TOWER 3 - NET FLOOR AREA	=	9630 m²
TOWER 6 - NET FLOOR AREA	=	10637 m²
TOWER 7 - NET FLOOR AREA	=	9652 m²
TOWNHOMES 1 - NET FLOOR AREA	=	770 m²
TOWNHOMES 2 - NET FLOOR AREA	=	1234 m²
TOWNHOMES 3 - NET FLOOR AREA	=	769 m²
TOTAL DP2 NET FLOOR AREA	=	33427 m²
DP3 - NET AREA REMAINING	=	[90,990-(DP1+DP2)]
	=	30,339 m2

GROSS FLOOR AREA - DP2

CRU/AMENITY - GROSS FLOOR AREA	=	7081 m²
PARKADE - GROSS FLOOR AREA	=	42276 m²
TOWER 3 - GROSS FLOOR AREA	=	11559 m²
TOWER 6 - GROSS FLOOR AREA	=	12440 m²
TOWER 7 - GROSS FLOOR AREA	=	11323 m²
TOWNHOMES 1 - GROSS FLOOR AREA	=	826 m²
TOWNHOMES 2 - GROSS FLOOR AREA	=	1325 m²
TOWNHOMES 3 - GROSS FLOOR AREA	=	831 m²
TOTAL DP2 GROSS FLOOR AREA	=	87662 m²

SITE AREA / PARCEL AREAS

DP1 TOTAL PARCEL AREA	=	21,459 m2
DP2 TOTAL PARCEL AREA	=	28,093 m2
DP3 TOTAL PARCEL AREA	=	11,426 m2
WILSON CREEK GREENSPACE AREA	=	8,411 m2
TOTAL SITE LOT AREA	=	69,389 m2

CD24 - ITEM 1.5

c) The maximum site coverage is 40%, provided that the maximum site coverage of buildings, driveways, and above ground parking areas is 50%.

d) Parking structures located above natural finished grade and surfaced with landscaping or useable open space shall not be included in the calculation of site coverage.

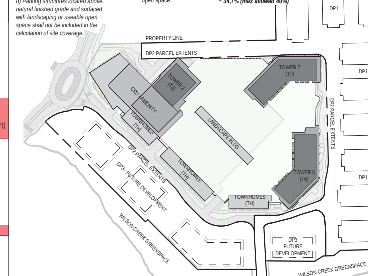
DP2 SITE COVERAGE STAT

DP2 PARCEL AREA; 28,093m2

EXCLUSION
11,735m2 - Parkade area surfaced with landscaping / useable open space

BUILDING COVERAGE
(balcony area included)
1,765m2 - Tower 7
1,810m2 - Tower 6
1,620m2 - Townhomes
535m2 - Landscape Bldg
4,030m2 - Tower 3 + Amenity/CRU
= 9,760m2
= 34,7% (max allowed 40%)

INCLUDING DP2 DRIVEWAYS
9,760m2 - DP2 Buildings
3,050m2 - At Grade DP2 Driveways
= 12,810m2
= 45.6% (max allowed 50%)



PRIVATE OPEN SPACE (AMENITY SPACE)

CD24 - ITEM 1.7 - PRIVATE OPEN SPACE

*A MIN. AREA OF **7.5m2** OF PRIVATE OPEN SPACE SHALL BE PROVIDED PER **BACHELOR DWELLING**, APARTMENT HOTEL UNIT, OR CONGREGATE HOUSING BEDROOM; **15 m²** OF PRIVATE OPEN SPACE SHALL BE PROVIDED PER **1 BEDROOM DWELLING**, AND **25m²** OF PRIVATE OPEN SPACE SHALL BE PROVIDED PER **DWELLING WITH MORE THAN 1 BEDROOM**, EXPECT FOR HOTEL WHERE NO MIN. PRIVATE OPEN SPACE IS REQUIRED. PRIVATE COMMUNAL OUTDOOR AMENITY SPACE IS INCLUDED FOR THE PURPOSES OF THIS CALCULATION.*

DP2 REQUIREMENTS	7,615 m2
2 BEDROOM+ DWELLING	205 x 25 m2 **5,125 m2**
1 BEDROOM DWELLING	99 x 15 m2 **1,485 m2**
BACHELOR DWELLING	134 x 7.5 m2 **1,005 m2**

PROPOSED DP2	21,984 m2
LANDSCAPE ROOF *(Refer to Site Coverage)*	11,735 m2
TOWER 3 BALCONY	3,964 m2
TOWER 6 BALCONY	3,164 m2
TOWER 7 BALCONY	3,121 m2

COK BYLAW

COMMERCIAL
2.0 / 100SQM GFA

RESIDENTIAL
1.50 PER 3 BEDROOM UNIT
1.25 PER 2 BEDROOM UNIT
1.00 PER 1 BEDROOM UNIT
0.90 PER STUDIO UNIT

VISITOR PARKING SPACES
0.14 PER DWELLING UNIT

LONG TERM BICYCLE BYLAW

GROUND-ANCHORED (MIN. 50%) OR WALL MOUNTED BEHIND REGULAR PARKING STALLS

APARTMENT HOUSING
0.75 PER 2 BEDROOM OR LESS
1.0 PER 3 BEDROOM OR MORE

COMMERCIAL
1 PER 500 SQM OF GFA

PARKING BYLAW - ITEM 8.2.19 a)

MIN. ACCESSIBLE SPACES
2% OF TOTAL REQUIRED PARKING SPACE.

AT LEAST ONE VISITOR SPACE SHALL BE CONFIGURED AS AN ACCESSIBLE SPACE.

MIN. VAN ACCESSIBLE SPACES
2 SPACES

SHORT TERM BICYCLE BYLAW

APARTMENT HOUSING
6 PER ENTRANCE, PLUS 1 SPACE FOR EVERY ADD. 5 UNITS ABOVE 70 UNITS

TOWNHOMES
THE GREATER OF 4 SPACES OR 1 PER 5 UNITS

COMMERCIAL
THE GREATER OF 2 PER ENTRANCE OR 1 SPACE PER 750SQM OF GFA

PARKING BYLAW - ITEM 8.2.17 a)

SHARED VISITOR + CRU
IN MIXED-USE DEVELOPMENTS THE PARKING SPACES REQUIRED FOR OFFICES AND OTHER COMMERCIAL RELATED LAND USES CAN BE SHARED WITH RESIDENTIAL VISITOR PARKING REQUIREMENTS. PARKING SPACES MUST BE AVAILABLE FOR BOTH LAND USES (COMMERCIAL AND VISITOR) AT ALL TIMES.

PARKING SUMMARY

***DP3 PRELIMINARY STATS**

DP1 PARKING REQUIREMENTS

3 BEDROOM *(incl. townhomes)*	72 x 1.50 108 STALLS
2 BEDROOM *(incl. townhomes)*	128 x 1.25 160 STALLS
1 BEDROOM UNITS	0 x 1.00 0 STALLS
STUDIO UNITS	0 x 0.90 0 STALLS
VISITOR PARKING	200 x 0.14 28 STALLS
COMMERCIAL	0 SQM / 100 X 2.0 0 STALLS
TOTAL DP1	**296 STALLS**

DP2 PARKING REQUIREMENTS

3 BEDROOM UNITS	0 x 1.50 0 STALLS
2 BEDROOM UNITS *(incl. townhomes)*	205 x 1.25 256 STALLS
1 BEDROOM UNITS	99 x 1.00 99 STALLS
STUDIO UNITS	134 x 0.90 121 STALLS
VISITOR PARKING *Guest Suites (8) included in Visitor Parking Calculation.*	446 x 0.14 62 STALLS
COMMERCIAL	750 SQM / 100 x 2.0 15 STALLS
TOTAL DP2	**553 STALLS**

DP3 PARKING REQUIREMENTS

3 BEDROOM UNITS	0 x 1.50 0 STALLS
2 BEDROOM UNITS *(incl. townhomes)*	196 x 1.25 245 STALLS
1 BEDROOM UNITS	73 x 1.00 73 STALLS
STUDIO UNITS	89 x 0.90 80 STALLS
VISITOR PARKING *Guest Suites (3) included in Visitor Parking Calculation.*	361 x 0.14 51 STALLS
COMMERCIAL *(CRU & DAYCARE)*	1,000 SQM / 100 x 2.0 20 STALLS
TOTAL DP3	**469 STALLS**

LAKESHORE DEVELOPMENT - PARKING REQUIREMENTS

		WITHOUT REDUCTION	WITH 10% REDUCTIONS
	DP1 Units	268 stalls	241 Stalls
	DP1 Visitor	28 stalls	25 Stalls
DP1		**296 STALLS**	**266 STALLS**
	DP2 Units	476 Stalls	428 Stalls
	DP2 Visitor	62 Stalls	56 Stalls
	DP2 CRU	15 Stalls	15 Stalls
DP2		**553 STALLS**	**499 STALLS**
	DP3 Units	398 Stalls	358 Stalls
	DP3 Visitor	51 Stalls	46 Stalls
	DP3 CRU & DAYCARE	20 Stalls	20 Stalls
DP3		**469 STALLS**	**424 STALLS**
TOTAL REQUIRED		**1,318 STALLS**	**1,189 STALLS**
TOTAL REQUIRED AFTER SHARED CRU/VISITOR		**1,283 STALLS**	**1,154 STALLS**

PROPOSED PARKING COUNT

DP2 PARKADE LEVEL 1	396 STALLS
DP2 PARKADE LEVEL 2	428 STALLS
DP2 PARKADE LEVEL 3	311 STALLS
DP2 NORTH SIDE	35 STALLS
DP3 DAYCARE	10 STALLS
DP2-DP3 TEMP PARKING	11 STALLS
TOTAL PROPOSED	**1,191 STALLS**

*Parkade developed with enhanced City of Kelowna Stalls (2.7m wide)

REQUIRED COK URBAN/VILLAGES CENTRES
1,318 STALLS
(WITHOUT ANY REDUCTIONS)

1,283 STALLS
*(WITHOUT ANY REDUCTION / **WITH SHARED CRU/VISITOR**)*

10% RENTAL INCENTIVE
REQUIRED = 1189

REQUIRED = 1,154 STALLS
*(WITH 10% REDUCTION / **WITH SHARED CRU/VISITOR**)*

SHORT TERM / LONG TERM BIKE

LONG TERM BICYCLE REQUIREMENTS

DP1		
3 BEDROOM OR MORE *(TOWNHOMES)*	72 x 1.0	**72 STALLS**
2 BEDROOM OR LESS *(TOWNHOMES)*	128 x 0.75	**96 STALLS**
DP2		
2 BEDROOM OR LESS *(UNITS + TOWNHOMES)*	438 x 0.75	**329 STALLS**
CRU	750 SQM / 500 X 1.0	**2 STALLS**
DP3		
2 BEDROOM OR LESS *(UNITS + TOWNHOMES)*	358 x 0.75	**269 STALLS**
CRU + DAYCARE	1000 / 500 X 1	**2 STALLS**
TOTAL REQUIRED		**770 STALLS**

LONG TERM BICYCLE - PROPOSED

DP2
LONG TERM BIKE ROOMS

PARKADE LEVEL 1	85 RACKS
PARKADE LEVEL 2	260 RACKS
	X2 / RACK
	690 STALLS

WALL MOUNTED IN PARKADE

PARKADE LEVEL 1	35 STALLS
PARKADE LEVEL 2	35 STALLS
PARKADE LEVEL 3	0 STALLS
	70 STALLS

DP3
GROUND ANCHORED

LEVEL 1	45 RACKS
	x2 / RACK
	90 STALLS*

TOTAL PROPOSED **850 STALLS**
As per Current Layouts.

** Conservative amount of Long Term Bicycle Stalls located in DP3.*

DP2 - SHORT TERM BICYCLE - REQUIREMENTS / PROPOSED

TOWER 3 ENTRANCE (119 UNITS) = 6 + (119-70)/5 = 16 SPACES
TOWER 6 ENTRANCE (158 UNITS) = 6 + (158-70)/5 = 24 SPACES
TOWER 7 ENTRANCE (143 UNITS) = 6 + (143-70)/5 = 21 SPACES
DP2 TOWNHOMES 1 (5 UNITS) = 4 SPACES
DP2 TOWNHOMES 2 (8 UNITS) = 4 SPACES
DP2 TOWNHOMES 3 (5 UNITS) = 4 SPACES
DP2 CRU ENTRANCE (750 SQM) = 2 SPACES

LEDGE ON LAKESHORE - ACCESSIBLE PARKING REQUIREMENTS

MIN. ACCESSIBLE SPACES
1189* X .02 = 24 STALLS

MIN. VAN ACCESSIBLE SPACES
2 SPACES

*AFTER 10% REDUCTION / BEFORE VISITOR/CRU SHARING.

DP1+DP2+DP3 PARKING REQUIREMENTS ARE BEING CONSIDERED FOR THE DP2 ACCESSIBLE STALLS AS THE GREAT MAJORITY OF THE STALLS WILL BE LOCATED IN DP2 PARKADE.

DP2 - NET FLOOR AREA - SUMMARY

DP2 NET - TOWER 3 (T3) BREAKDOWN - FOR DP

Level	Name	Count	Area
T3 - LEVEL 2	2 BED	1	99 m²
T3 - LEVEL 2	2 BED + DEN	1	107 m²
T3 - LEVEL 2		2	205 m²
T3 - LEVEL 3	2 BED	1	99 m²
T3 - LEVEL 3	2 BED + DEN	1	107 m²
T3 - LEVEL 3		2	205 m²
T3 - LEVEL 4	1 BED	1	65 m²
T3 - LEVEL 4	2 BED	2	186 m²
T3 - LEVEL 4	2 BED + DEN	1	107 m²
T3 - LEVEL 4	STUDIO	2	107 m²
T3 - LEVEL 4		6	464 m²
T3 - LEVEL 5	1 BED	1	65 m²
T3 - LEVEL 5	2 BED	2	186 m²
T3 - LEVEL 5	2 BED + DEN	1	107 m²
T3 - LEVEL 5	STUDIO	1	53 m²
T3 - LEVEL 5		5	411 m²
T3 - LEVEL 6	1 BED	1	65 m²
T3 - LEVEL 6	2 BED	2	186 m²
T3 - LEVEL 6	2 BED + DEN	1	107 m²
T3 - LEVEL 6	STUDIO	1	53 m²
T3 - LEVEL 6		5	411 m²
T3 - LEVEL 7	1 BED	2	129 m²
T3 - LEVEL 7	2 BED	3	273 m²
T3 - LEVEL 7	2 BED + DEN	2	213 m²
T3 - LEVEL 7	STUDIO	2	107 m²
T3 - LEVEL 7		9	721 m²
T3 - LEVEL 8	1 BED	2	129 m²
T3 - LEVEL 8	2 BED	3	273 m²
T3 - LEVEL 8	2 BED + DEN	2	213 m²
T3 - LEVEL 8	STUDIO	2	107 m²
T3 - LEVEL 8		9	721 m²
T3 - LEVEL 9	1 BED	2	129 m²
T3 - LEVEL 9	2 BED	3	273 m²
T3 - LEVEL 9	2 BED + DEN	2	213 m²
T3 - LEVEL 9	STUDIO	2	107 m²
T3 - LEVEL 9		9	721 m²
T3 - LEVEL 10	1 BED	2	129 m²
T3 - LEVEL 10	2 BED	3	273 m²
T3 - LEVEL 10	2 BED + DEN	2	213 m²
T3 - LEVEL 10	STUDIO	2	107 m²
T3 - LEVEL 10		9	721 m²
T3 - LEVEL 11	1 BED	2	129 m²
T3 - LEVEL 11	2 BED	3	273 m²
T3 - LEVEL 11	2 BED + DEN	2	213 m²
T3 - LEVEL 11	STUDIO	2	107 m²
T3 - LEVEL 11		9	721 m²
T3 - LEVEL 12	1 BED	2	129 m²
T3 - LEVEL 12	2 BED	3	273 m²
T3 - LEVEL 12	2 BED + DEN	2	213 m²
T3 - LEVEL 12	STUDIO	2	107 m²
T3 - LEVEL 12		9	721 m²
T3 - LEVEL 13	1 BED	2	129 m²
T3 - LEVEL 13	2 BED	3	273 m²
T3 - LEVEL 13	2 BED + DEN	2	213 m²
T3 - LEVEL 13	STUDIO	2	107 m²
T3 - LEVEL 13		9	721 m²
T3 - LEVEL 14	1 BED	2	129 m²
T3 - LEVEL 14	2 BED	3	273 m²
T3 - LEVEL 14	2 BED + DEN	2	213 m²
T3 - LEVEL 14	STUDIO	2	107 m²
T3 - LEVEL 14		9	721 m²
T3 - LEVEL 15	1 BED	2	129 m²
T3 - LEVEL 15	2 BED	3	273 m²
T3 - LEVEL 15	2 BED + DEN	2	213 m²
T3 - LEVEL 15	STUDIO	2	107 m²
T3 - LEVEL 15		9	721 m²
T3 - LEVEL 16	1 BED	2	129 m²
T3 - LEVEL 16	2 BED	3	273 m²
T3 - LEVEL 16	2 BED + DEN	2	213 m²
T3 - LEVEL 16	STUDIO	2	107 m²
T3 - LEVEL 16		9	721 m²
T3 - LEVEL 17	1 BED	2	129 m²
T3 - LEVEL 17	2 BED	3	273 m²
T3 - LEVEL 17	2 BED + DEN	2	213 m²
T3 - LEVEL 17	STUDIO	2	107 m²
T3 - LEVEL 17		9	721 m²
TOWER 3 - TOTAL NET AREA		119	9630 m²

DP2 NET - TOWER 6 (T6) BREAKDOWN - FOR DP

Level	Name	Count	Area
T6 - LEVEL 1 (EL.345.2m)	1 BED + DEN	5	363 m²
T6 - LEVEL 1 (EL.345.2m)	2 BED + DEN	2	171 m²
T6 - LEVEL 1 (EL.345.2m)		7	535 m²
T6 - LEVEL 2	1 BED + DEN	5	378 m²
T6 - LEVEL 2	2 BED + DEN	2	171 m²
T6 - LEVEL 2		7	550 m²
T6 - LEVEL 3	1 BED + DEN	4	298 m²
T6 - LEVEL 3	2 BED	4	304 m²
T6 - LEVEL 3	2 BED + DEN	3	270 m²
T6 - LEVEL 3	STUDIO	7	322 m²
T6 - LEVEL 3		18	1194 m²
T6 - LEVEL 4	1 BED + DEN	4	298 m²
T6 - LEVEL 4	2 BED	4	304 m²
T6 - LEVEL 4	2 BED + DEN	3	270 m²
T6 - LEVEL 4	STUDIO	7	322 m²
T6 - LEVEL 4		18	1194 m²
T6 - LEVEL 5	1 BED + DEN	4	298 m²
T6 - LEVEL 5	2 BED	4	304 m²
T6 - LEVEL 5	2 BED + DEN	3	270 m²
T6 - LEVEL 5	STUDIO	7	322 m²
T6 - LEVEL 5		18	1194 m²
T6 - LEVEL 6	1 BED + DEN	4	298 m²
T6 - LEVEL 6	2 BED	4	304 m²
T6 - LEVEL 6	2 BED + DEN	3	270 m²
T6 - LEVEL 6	STUDIO	7	322 m²
T6 - LEVEL 6		18	1194 m²
T6 - LEVEL 7	1 BED + DEN	4	298 m²
T6 - LEVEL 7	2 BED	4	304 m²
T6 - LEVEL 7	2 BED + DEN	3	270 m²
T6 - LEVEL 7	STUDIO	7	322 m²
T6 - LEVEL 7		18	1194 m²
T6 - LEVEL 8	1 BED + DEN	4	298 m²
T6 - LEVEL 8	2 BED	4	304 m²
T6 - LEVEL 8	2 BED + DEN	3	270 m²
T6 - LEVEL 8	STUDIO	7	322 m²
T6 - LEVEL 8		18	1194 m²
T6 - LEVEL 9	1 BED + DEN	4	298 m²
T6 - LEVEL 9	2 BED	4	304 m²
T6 - LEVEL 9	2 BED + DEN	3	270 m²
T6 - LEVEL 9	STUDIO	7	322 m²
T6 - LEVEL 9		18	1194 m²
T6 - LEVEL 10	1 BED + DEN	4	298 m²
T6 - LEVEL 10	2 BED	4	304 m²
T6 - LEVEL 10	2 BED + DEN	3	270 m²
T6 - LEVEL 10	STUDIO	7	322 m²
T6 - LEVEL 10		18	1194 m²
TOWER 6 - TOTAL NET AREA		158	10637 m²

DP2 NET - TOWER 7 (T7) BREAKDOWN - FOR DP

Level	Name	Count	Area
T7 - LEVEL 1 (EL.345.2m)	1 BED	1	69 m²
T7 - LEVEL 1 (EL.345.2m)	1 BED + DEN	1	80 m²
T7 - LEVEL 1 (EL.345.2m)	2 BED	1	82 m²
T7 - LEVEL 1 (EL.345.2m)	2 BED + DEN	1	85 m²
T7 - LEVEL 1 (EL.345.2m)		4	316 m²
T7 - LEVEL 2	1 BED + DEN	1	80 m²
T7 - LEVEL 2	2 BED	1	82 m²
T7 - LEVEL 2	2 BED + DEN	2	172 m²
T7 - LEVEL 2		4	334 m²
T7 - LEVEL 3	1 BED + DEN	1	80 m²
T7 - LEVEL 3	2 BED	2	153 m²
T7 - LEVEL 3	2 BED + DEN	3	270 m²
T7 - LEVEL 3	STUDIO	3	126 m²
T7 - LEVEL 3		9	628 m²
T7 - LEVEL 4	1 BED + DEN	4	282 m²
T7 - LEVEL 4	2 BED	4	306 m²
T7 - LEVEL 4	2 BED + DEN	3	270 m²
T7 - LEVEL 4	STUDIO	7	324 m²
T7 - LEVEL 4		18	1181 m²
T7 - LEVEL 5	1 BED + DEN	4	299 m²
T7 - LEVEL 5	2 BED	4	306 m²
T7 - LEVEL 5	2 BED + DEN	3	270 m²
T7 - LEVEL 5	STUDIO	7	323 m²
T7 - LEVEL 5		18	1199 m²
T7 - LEVEL 6	1 BED + DEN	4	299 m²
T7 - LEVEL 6	2 BED	4	306 m²
T7 - LEVEL 6	2 BED + DEN	3	270 m²
T7 - LEVEL 6	STUDIO	7	323 m²
T7 - LEVEL 6		18	1199 m²
T7 - LEVEL 7	1 BED + DEN	4	299 m²
T7 - LEVEL 7	2 BED	4	306 m²
T7 - LEVEL 7	2 BED + DEN	3	270 m²
T7 - LEVEL 7	STUDIO	7	323 m²
T7 - LEVEL 7		18	1199 m²
T7 - LEVEL 8	1 BED + DEN	4	299 m²
T7 - LEVEL 8	2 BED	4	307 m²
T7 - LEVEL 8	2 BED + DEN	3	270 m²
T7 - LEVEL 8	STUDIO	7	323 m²
T7 - LEVEL 8		18	1199 m²
T7 - LEVEL 9	1 BED + DEN	4	299 m²
T7 - LEVEL 9	2 BED	4	306 m²
T7 - LEVEL 9	2 BED + DEN	3	270 m²
T7 - LEVEL 9	STUDIO	7	323 m²
T7 - LEVEL 9		18	1199 m²
T7 - LEVEL 10	1 BED + DEN	4	299 m²
T7 - LEVEL 10	2 BED	4	306 m²
T7 - LEVEL 10	2 BED + DEN	3	270 m²
T7 - LEVEL 10	STUDIO	7	323 m²
T7 - LEVEL 10		18	1199 m²
TOWER 7 - TOTAL NET AREA		143	9652 m²

DP2 NET - TOWNHOMES 1 (TH1) BREAKDOWN - FOR DP

Name	Area
TH1 - UNIT 1.1	154 m²
TH1 - UNIT 1.2	154 m²
TH1 - UNIT 1.3	154 m²
TH1 - UNIT 1.4	154 m²
TH1 - UNIT 1.5	156 m²
TH1 - TOTAL NET AREA	770 m²

DP2 NET - TOWNHOMES 2 (TH2) BREAKDOWN - FOR DP

Name	Area
TH2 - UNIT 2.1	156 m²
TH2 - UNIT 2.2	153 m²
TH2 - UNIT 2.3	153 m²
TH2 - UNIT 2.4	153 m²
TH2 - UNIT 2.5	154 m²
TH2 - UNIT 2.6	154 m²
TH2 - UNIT 2.7	154 m²
TH2 - UNIT 2.8	156 m²
TH2 - TOTAL NET AREA	1234 m²

DP2 NET - TOWNHOMES 3 (TH3) BREAKDOWN - FOR DP

Name	Area
TH3 - UNIT 3.1	156 m²
TH3 - UNIT 3.2	152 m²
TH3 - UNIT 3.3	152 m²
TH3 - UNIT 3.4	152 m²
TH3 - UNIT 3.5	155 m²
TH3 - TOTAL NET AREA	769 m²

DP2 NET - CRU BREAKDOWN - FOR DP

Name	Area
CRU	511 m²
CRU MEZZANINE	224 m²
CRU - TOTAL NET AREA	734 m²

DP2 NET AREA - GRAND TOTAL	33427 m²

DP2 - GROSS FLOOR AREA - SUMMARY

Level	Area
CRU/AMENITY	
CRU+AMENITY - LEVEL 1 (EL.344m)	989 m²
CRU+AMENITY - LEVEL 2	313 m²
CRU+AMENITY - LEVEL 3	853 m²
CRU+AMENITY - LEVEL 4	2327 m²
CRU+AMENITY - LEVEL 5	1619 m²
CRU+AMENITY - LEVEL 6	980 m²
CRU+AMENITY - GROSS AREA TOTAL	7081 m²
PARKADE	
LEVEL 01 (EL.344m)	15948 m²
LEVEL 2	15571 m²
LEVEL 3	10619 m²
LEVEL 4 / LANDSCAPED ROOF	139 m²
PARKADE - GROSS AREA TOTAL	42276 m²

Level	Area
T3	
T3 - LEVEL 01 (EL.344m)	379 m²
T3 - LEVEL 2	304 m²
T3 - LEVEL 3	300 m²
T3 - LEVEL 4	556 m²
T3 - LEVEL 5	499 m²
T3 - LEVEL 6	499 m²
T3 - LEVEL 7	812 m²
T3 - LEVEL 8	812 m²
T3 - LEVEL 9	812 m²
T3 - LEVEL 10	812 m²
T3 - LEVEL 11	812 m²
T3 - LEVEL 12	812 m²
T3 - LEVEL 13	812 m²
T3 - LEVEL 14	812 m²
T3 - LEVEL 15	812 m²
T3 - LEVEL 16	812 m²
T3 - LEVEL 17	812 m²
T3 - ROOF	90 m²
TOWER 3 - GROSS AREA TOTAL	11559 m²

Level	Area
T6	
T6 - LEVEL 1 (EL.345.2m)	790 m²
T6 - LEVEL 2	787 m²
T6 - LEVEL 3	1349 m²
T6 - LEVEL 4	1349 m²
T6 - LEVEL 5	1349 m²
T6 - LEVEL 6	1349 m²
T6 - LEVEL 7	1349 m²
T6 - LEVEL 8	1349 m²
T6 - LEVEL 9	1349 m²
T6 - LEVEL 10	1349 m²
T6 - ROOF	69 m²
TOWER 6 - GROSS AREA TOTAL	12440 m²
T7	
T7 - LEVEL 1 (EL.345.2m)	529 m²
T7 - LEVEL 2	529 m²
T7 - LEVEL 3	754 m²
T7 - LEVEL 4	1349 m²
T7 - LEVEL 5	1349 m²
T7 - LEVEL 6	1349 m²
T7 - LEVEL 7	1349 m²
T7 - LEVEL 8	1349 m²
T7 - LEVEL 9	1349 m²
T7 - LEVEL 10	1349 m²
T7 - ROOF	68 m²
TOWER 7 - GROSS AREA TOTAL	11323 m²
TH1	
TH1 - LEVEL 1	352 m²
TH1 - LEVEL 2	388 m²
TH1 - ROOF	86 m²
TOWNHOMES 1 - GROSS AREA TOTAL	826 m²
TH2	
TH2 - LEVEL 1	563 m²
TH2 - LEVEL 2	623 m²
TH2 - ROOF	139 m²
TOWNHOMES 2 - GROSS AREA TOTAL	1325 m²
TH3	
TH3 - LEVEL 1	354 m²
TH3 - LEVEL 2	390 m²
TH3 - ROOF	87 m²
TOWNHOMES 3 - GROSS AREA TOTAL	831 m²
Grand total	87662 m²

UNIT TYPE SCHEDULE

Name	Count
1 BED	26
1 BED + DEN	73
2 BED	105
2 BED + DEN	82
STUDIO	134
TOWNHOMES (2 BED)	18
TOTAL DP2 UNITS	**438**

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	Reinbold Engineering
Electrical Engineer	Falcon Engineering
Plumbing Engineer	Reinbold Engineering
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	RJC Engineering
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	AB

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2021-07-07	ISSUED FOR DEVELOPMENT PERMIT REV 1
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SITE STATISTICS

Scale
As indicated

Sheet Number
A-004

Project Status
Building Permit

1/27/2022 9:37:41 AM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

4 3 2 1

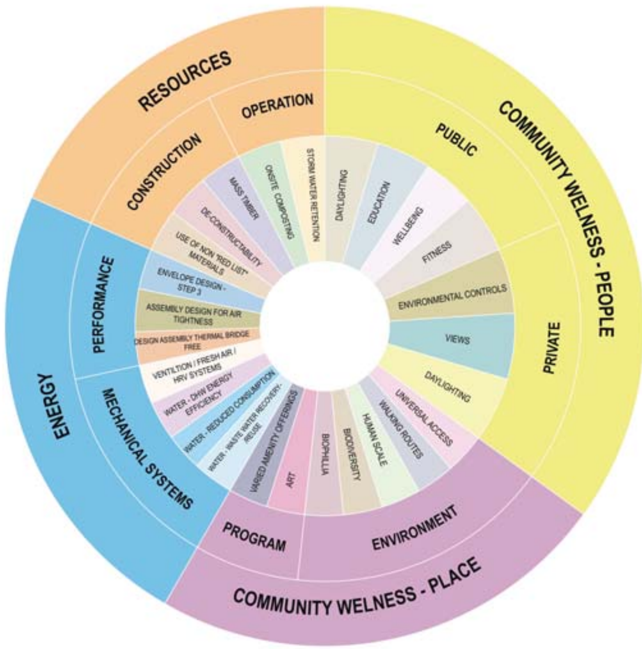
SCHEDULE A & B

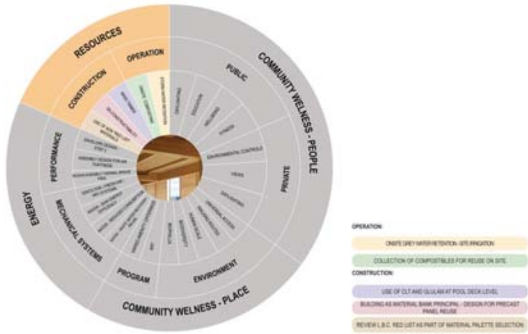
This forms part of application

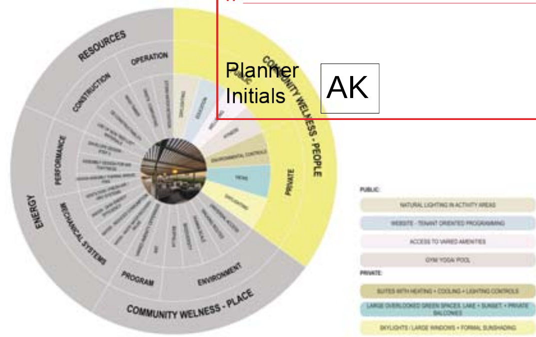
DP21-0183

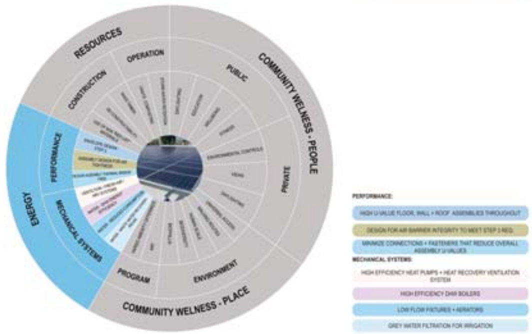
Planner Initials AK

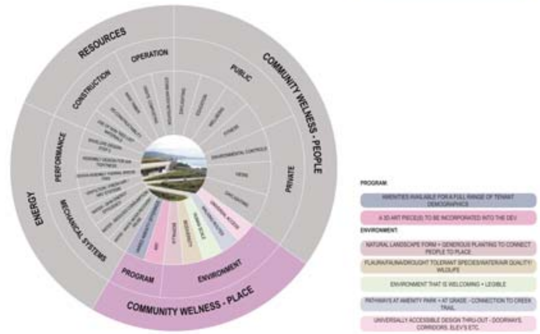
City of Kelowna
DEVELOPMENT PLANNING

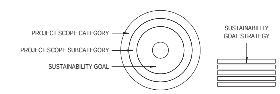












SUSTAINABILITY STRATEGY NARRATIVE

As part of a comprehensive review of sustainabile building Reference materials and inconjunction with certified green building design professionals, a strategy for the development has been identifed which includes approaches and methods from the following resources.

INTERNATIONAL WELL BUILDING INSTITUTE™ LIVING COMMUNITY CHALLENGE PASSIVEHOUSE CANADA

From these resources the project team is pursuing the following selected targets/methodolgies to bring the development in line with best sustainable practices that are synergistic for this typology of development:

- Well Building Standards – Air, Water, Nourishment, Light, Fitness, Comfort, Mind
- Living Community Challenge – Place, Water, Energy, Health+ Happiness, Materials, Equity, Beauty
- Passive House – Solar Gain, Thermally insulated assemblies + Thermal Comfort, Thermal Bridge free design, Air Tightness, Low Energy Use/Demand, Onsite energy Generation

1. WELL BUILDING Opportunities:

   a. Optimize Air Quality – Filtrations + Efficient mechanical systems, Operable windows.

   b. Optimize Water Quality – Filtration. (Mech input Req)

   c. Light - Access to natural Light throughout all occupiable spaces + artificial lighting controls to task appropriate levels Operable windows and automated lighting controls. – Skylights in TH + Amenity Roof daylighting, Mitigate Solar Gain – Overhangs – Visual Connections.

   d. Fitness – Design to facilitate exercise and to accommodate fitness regimes - Usable Stairs for common area access.

   e. Comfort – Thermal and acoustic design strategies for pleasant environments.

   f. Mind – Controllability of environment, environmental feedback/monitors, dedicated relaxation spaces. (Fitness) Green Space at L6 – use LA site plan. (Mech Strategy) Amenity offerings – piece of mind – calm and engagement. Program lends itself to this. Biophilia. Wildlife friendly design? Natural environments.

SUSTAINABILITY STRATEGY NARRATIVE

2. LIVING COMMUNITY CHALLENGE Opportunities:

   a. Health and Happiness – Civilized environment – Car + Bike Sharing Programs, Transit information Centre, Community Tool sharing, Community Book Library, Recreation programs for various demographics, Community Hub for information sharing and events/meetings.

   b. Health and Happiness – Healthy Neighborhood design – Walking trails, Passive recreation – squares, plazas etc. Active recreation - gym, pool etc. A health and wellness education plan on a website.

   c. Health + Happiness - Biophilic Environment – Environmental features including natural shapes and forms, link to local climate and plants, direct connections to natural elements.

   d. Materials – Avoid use of red listed materials, select responsible manufacturers as suppliers, and use locally sourced materials

   e. Equity – Human Scale + Humane Places – Surface Coverage, signage, Tree/Planting Density, Human powered vehicle and walking routes located regularly

   f. Equity – Universal Access to Community Services – Places to shop, Congregate, Work + Learn.

   g. Beauty – Art installation for every 500 residents, and minor art installation for every 100 residents.

SUSTAINABILITY STRATEGY NARRATIVE

3. PASSIVE HOUSE Opportunities:

   a. Solar Gain - Design and set orientation of buildings to capitalize on solar gains in winter months – and provide adequate shading elements in summer to mitigate excess solar gain in summer.

   b. Thermally insulated assemblies + Thermal Comfort – Design wall, roof + floor assemblies with adequate insulation to provide thermal comfort year-round. Select high performance Glazing products to maintain thermal comfort year-round. (Note DP1 of this development selected BC STEP Code level 3 Energy Code performance requirements. Energy modelling has been undertaken to guide this target.)

   c. Thermal Bridge Free Design – Envelope to be designed to mitigate thermal bridging through structural connections, penetrations and assembly design. (Energy Modelling required pre-design and energy re-modelling/tested post assembly design)

   d. Air Tightness – Design membrane details to maintain integrity of the air barrier throughout entire envelope. Detail penetrations to incl. proper air barrier integrity. Incorporate blower door testing to ensure air tightness both during and post construction. (DP1 selected STEP CODE 3 performance targets include requirements for blower door testing – note no minimum threshold required for CoK at present)

   e. Low energy Use/Demand – Integrate the use of both air + waste water Heat recovery systems and High efficiency Air source Heat Pumps into the building ventilation/DHW systems design to reduce energy requirements. (Note DP1 choose to meet BC STEP Code level 3 Energy Code performance requirements (not as stringent as Passive House). Energy modelling required.)

   f. Onsite energy Generation –

      - Wall or Roof mounted PV panels – Cost payback period to be determined (10-15years dependent on areas available for installation – Energy Model Required). Design opportunities exist on roof tops, south and west facing building facades. Current design Shadow studies will inform most effective distribution.
      - Wall or Roof mounted Solar DHW system heating - Cost payback period to be determined (10-15years dependent on areas available for installation– Energy Model Required). Design opportunities exist on roof tops. Current design Shadow studies will inform most effective distribution.
      - Locally distributed wind generation through vertical turbines – Cost payback Period dependent on system selection/technology type. Viability to be determined through wind studies (N/S dominated localized wind rose– Energy Model Required) of current design massing.
      - Ground Source Heat Pump – To be determined with Mechanical + Civil Consultants for viability onsite.

SUSTAINABILITY STRATEGY NARRATIVE

4. OTHER Sustainable Design Opportunities:

   a. MASS Timber Structure at Pool Pavilion - Carbon sequestration and material reuse at end of lifecycle

   b. High albedo roof membranes to offset urban heat island effect – Light color finishes including white, light grey or tan roofing materials.

   c. Green Roof designs and Storm water retention to supplement irrigation requirements for site. – Storm Water retention Sistern's, Bio-swales at grade, permeable paving for onsite streets, and durable drought tolerant planting through-out.

   d. Innovative heat delivery/climate controls with an electrically based systems approach.

   e. Efficient fixtures for plumbing: waterless/low flow fixtures,

   f. Lighting fixtures selected to be low energy LED linked to daylight sensors

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210 Hastings Ave
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Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

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Project Architect	Robert Cesnik
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Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | AB

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SUSTAINABILITY ANALYSIS + STRATEGIES

Scale
1 : 10

Sheet Number
A-005

Project Status
SCHEMATIC DESIGN

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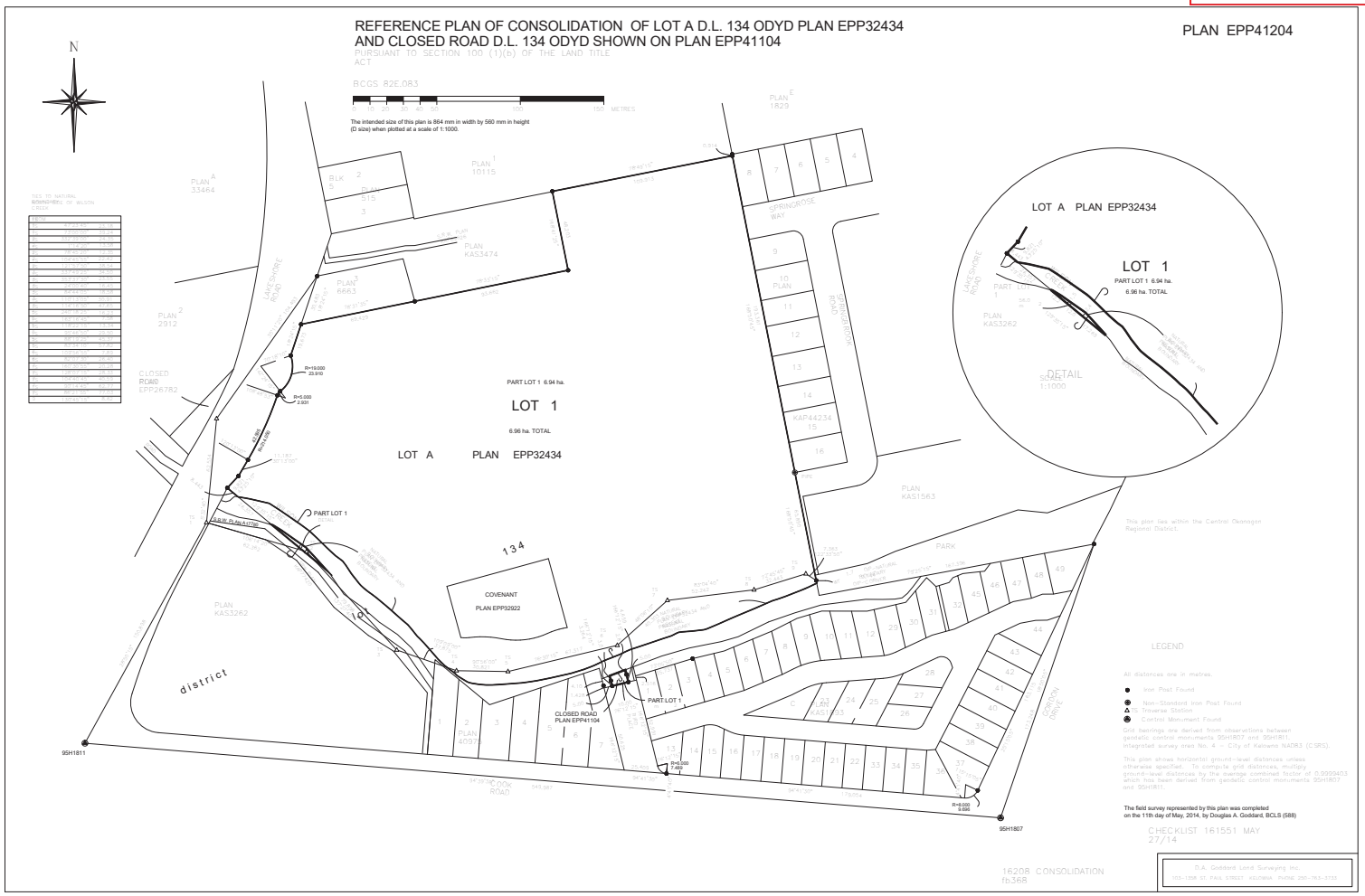
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 SITE SURVEY
1 : 1250

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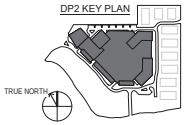
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Sheet Reviewer | NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SITE SURVEY

Scale
1 : 25

Sheet Number
A-006

Project Status
SCHEMATIC DESIGN

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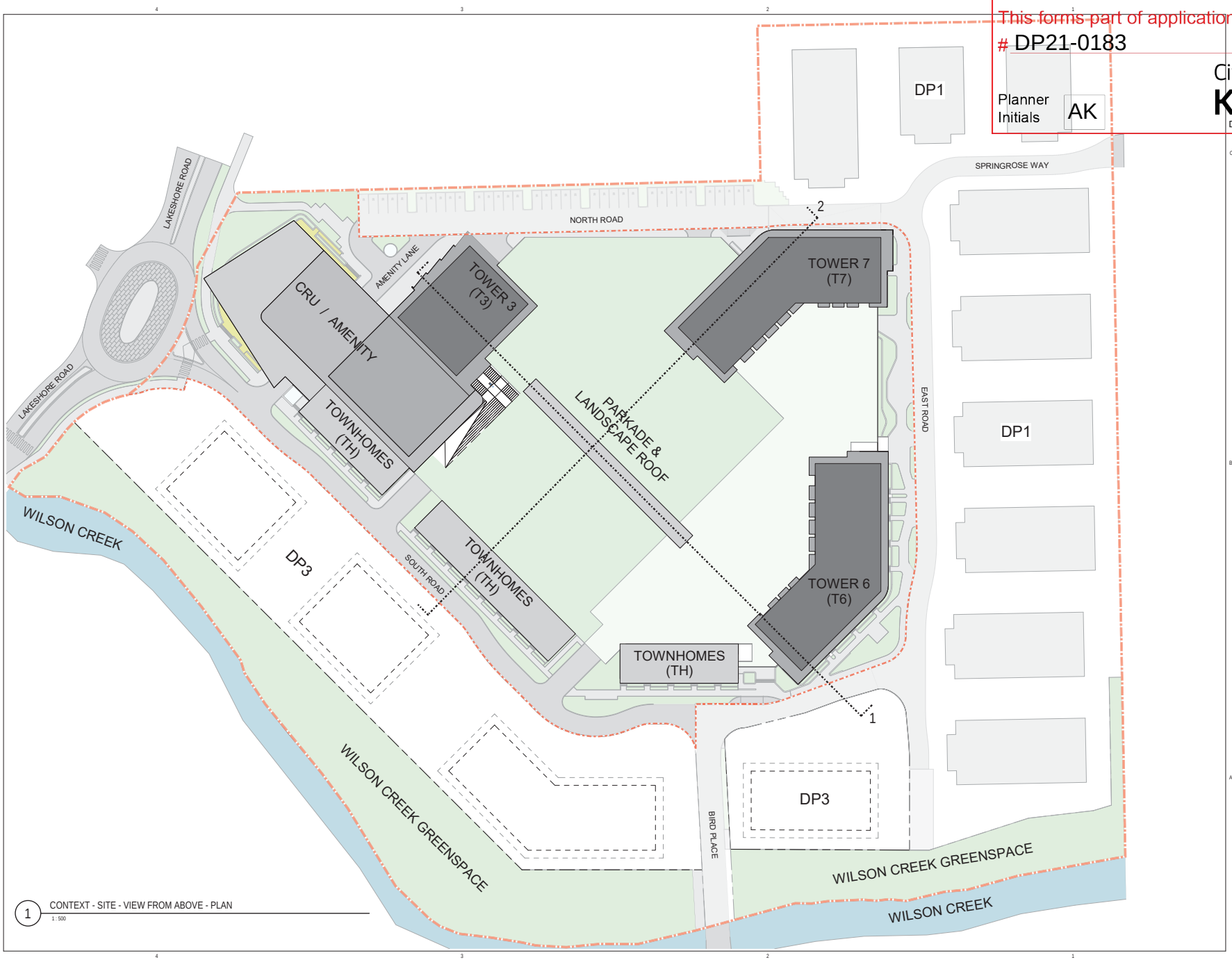
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 CONTEXT - SITE - VIEW FROM ABOVE - PLAN
1 : 500

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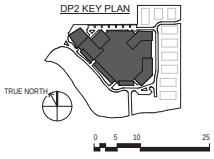
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Sheet Reviewer	NP

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1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - PLAN - FROM ABOVE

Scale
1 : 500

Sheet Number
A-110

Project Status
SCHEMATIC DESIGN

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SCHEDULE A & B

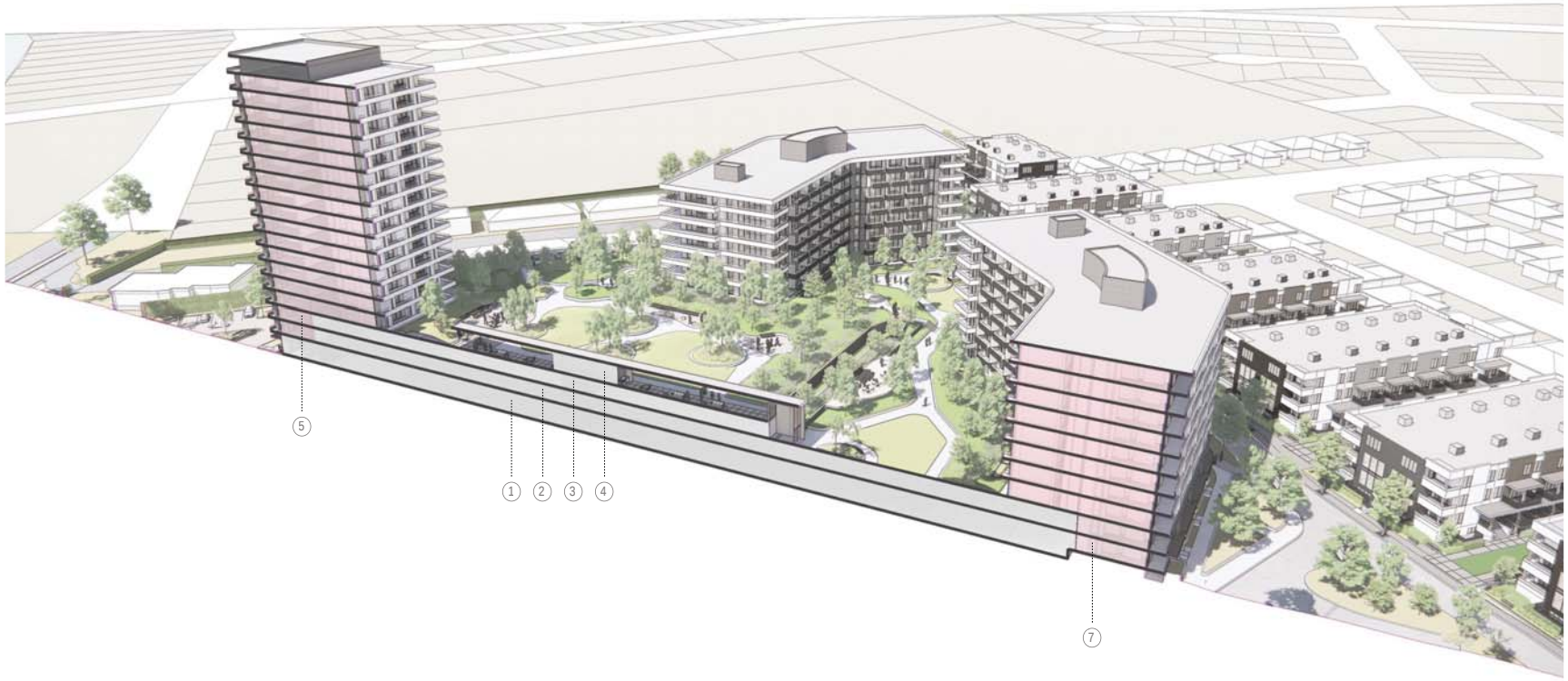
This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)



LEGEND:

1. Parking Level 1
2. Parking Level 2
3. Parking Level 3
4. Landscape Roof Entry via Parkade
5. Tower 3
6. Tower 6

1 SITE - AXONO SECTION 1

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210 Hastings Ave
Penticton, BC, V2A 2V6

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CD24
LAKESHORE DEVELOPMENT
DP2

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Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	06/25/21

Sheet Name
SITE - AXONO SECTION

Scale

Sheet Number
A-110A

Project Status
SCHEMATIC DESIGN

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SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

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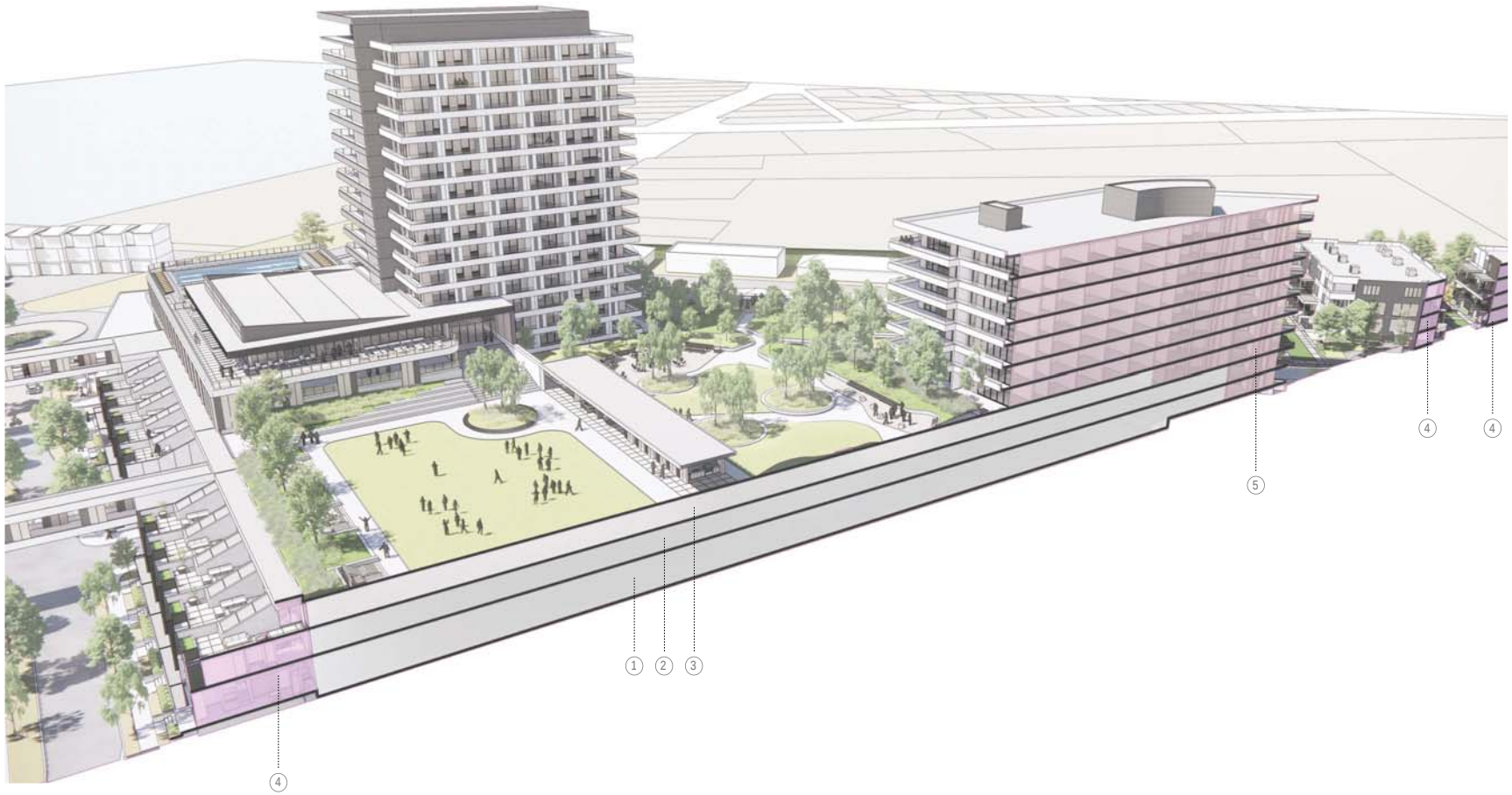

LEGEND:

1. Parking Level 1
2. Parking Level 2
3. Parking Level 3
4. Townhomes
5. Tower 7
6. DP1 Townhomes

2 SITE - AXONO SECTION 2

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

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Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137
Original Issue	06/25/21

Sheet Name
SITE - AXONO SECTION

Scale

Sheet Number
A-110B

Project Status
SCHEMATIC DESIGN

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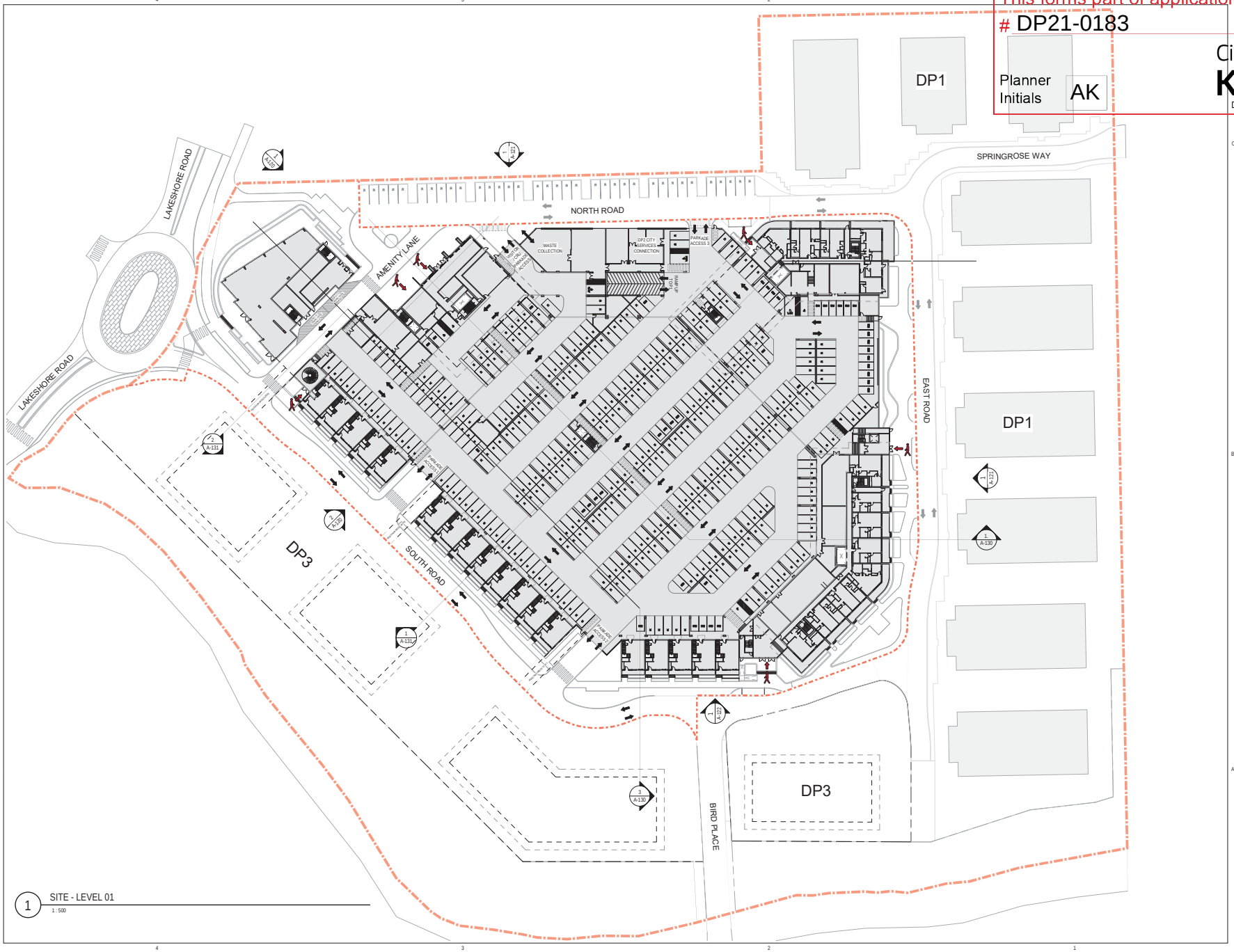
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 SITE - LEVEL 01
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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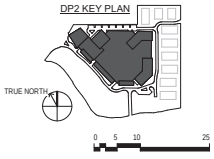
CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

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Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - PLAN - LEVEL 01

Scale
1 : 500

Sheet Number
A-111

Project Status
SCHEMATIC DESIGN

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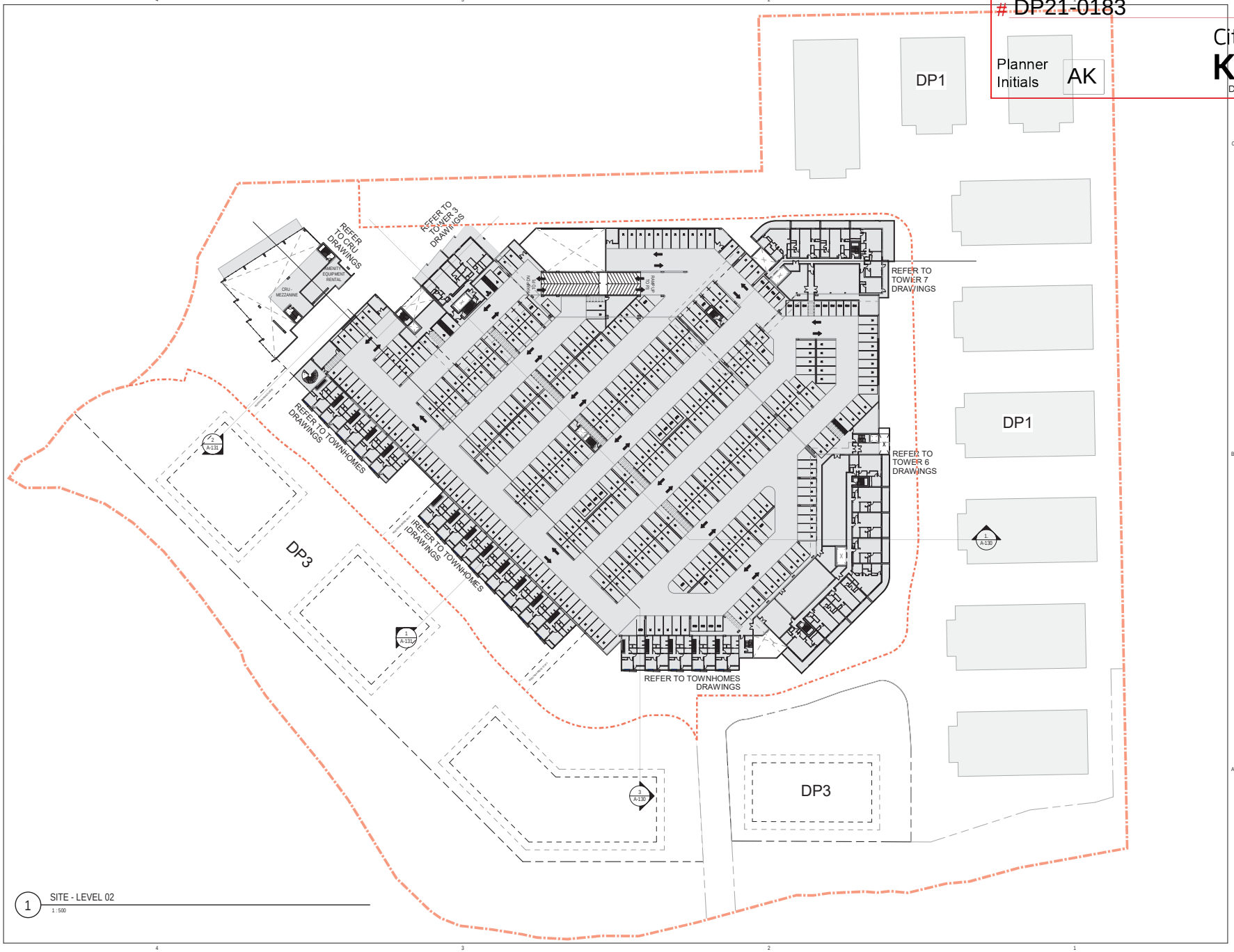
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



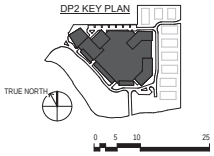
1 SITE - LEVEL 02
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Sheet Reviewer	NP

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1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - PLAN - LEVEL 02

Scale
1 : 500

Sheet Number
A-112

Project Status
SCHEMATIC DESIGN

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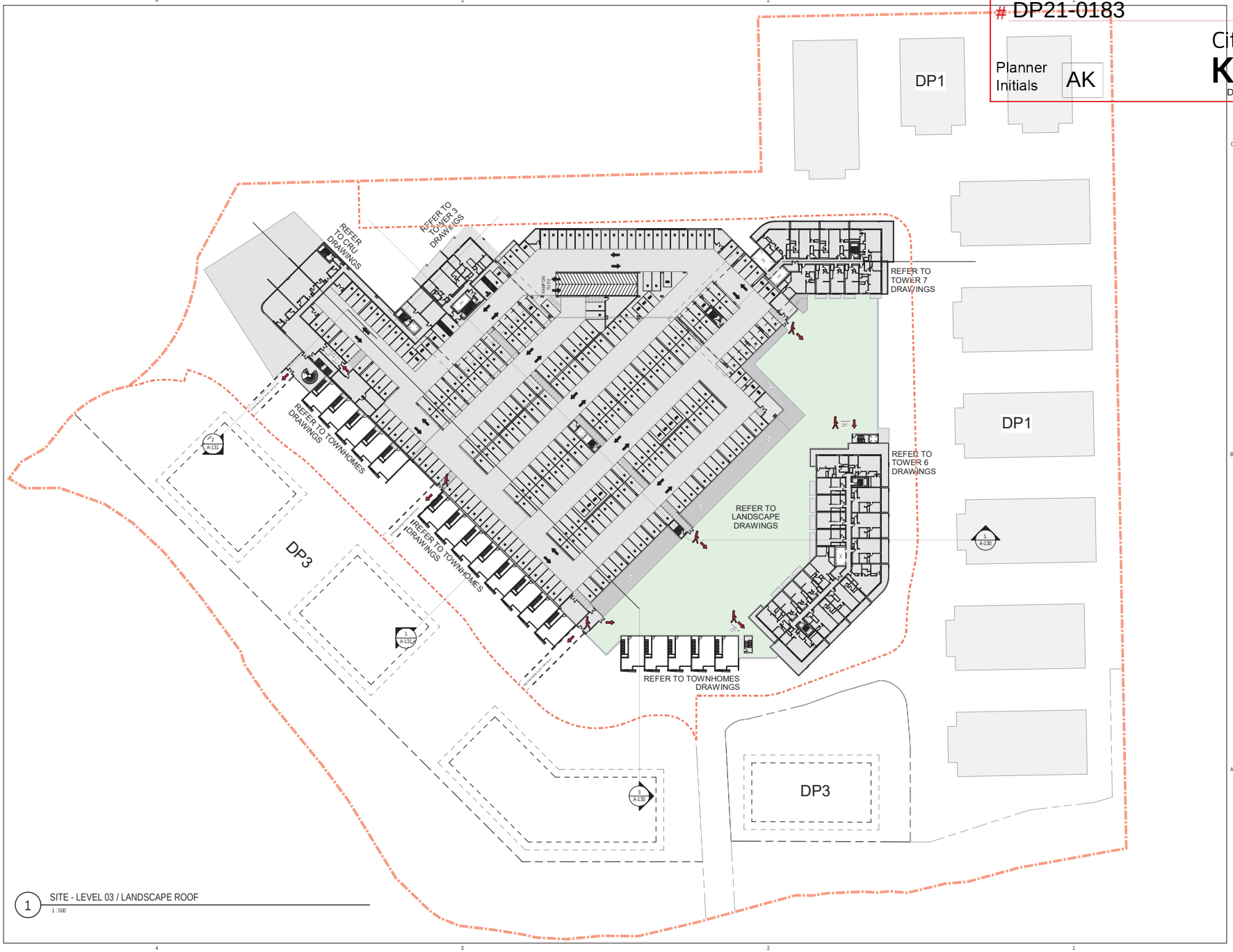
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 SITE - LEVEL 03 / LANDSCAPE ROOF
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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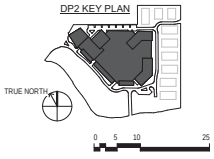
CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

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1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - PLAN - LEVEL 03

Scale
1 : 500

Sheet Number
A-113

Project Status
SCHEMATIC DESIGN

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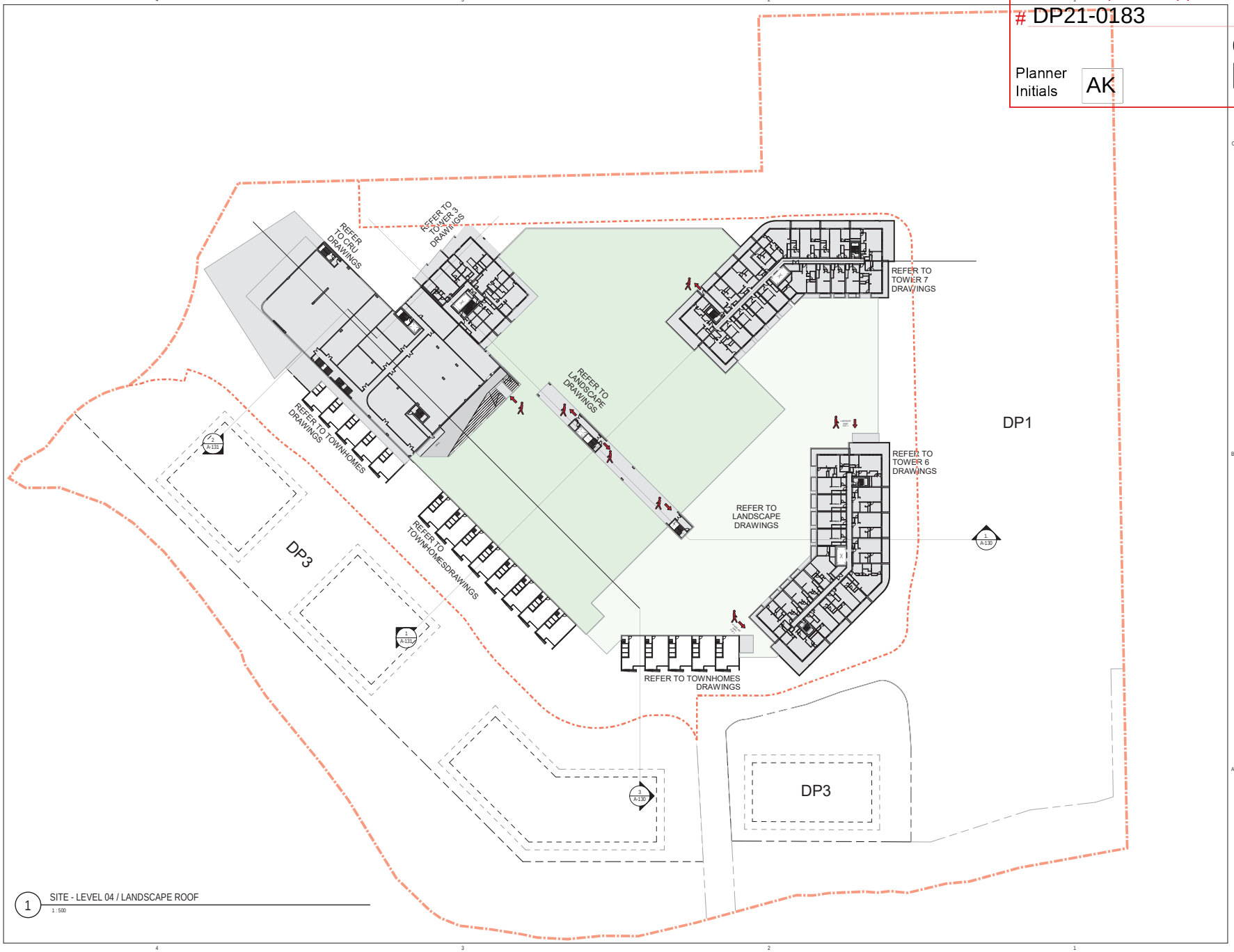
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



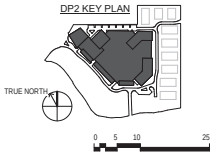
1 SITE - LEVEL 04 / LANDSCAPE ROOF
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

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1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - PLAN - LEVEL 04

Scale
1 : 500

Sheet Number
A-114

Project Status
SCHEMATIC DESIGN

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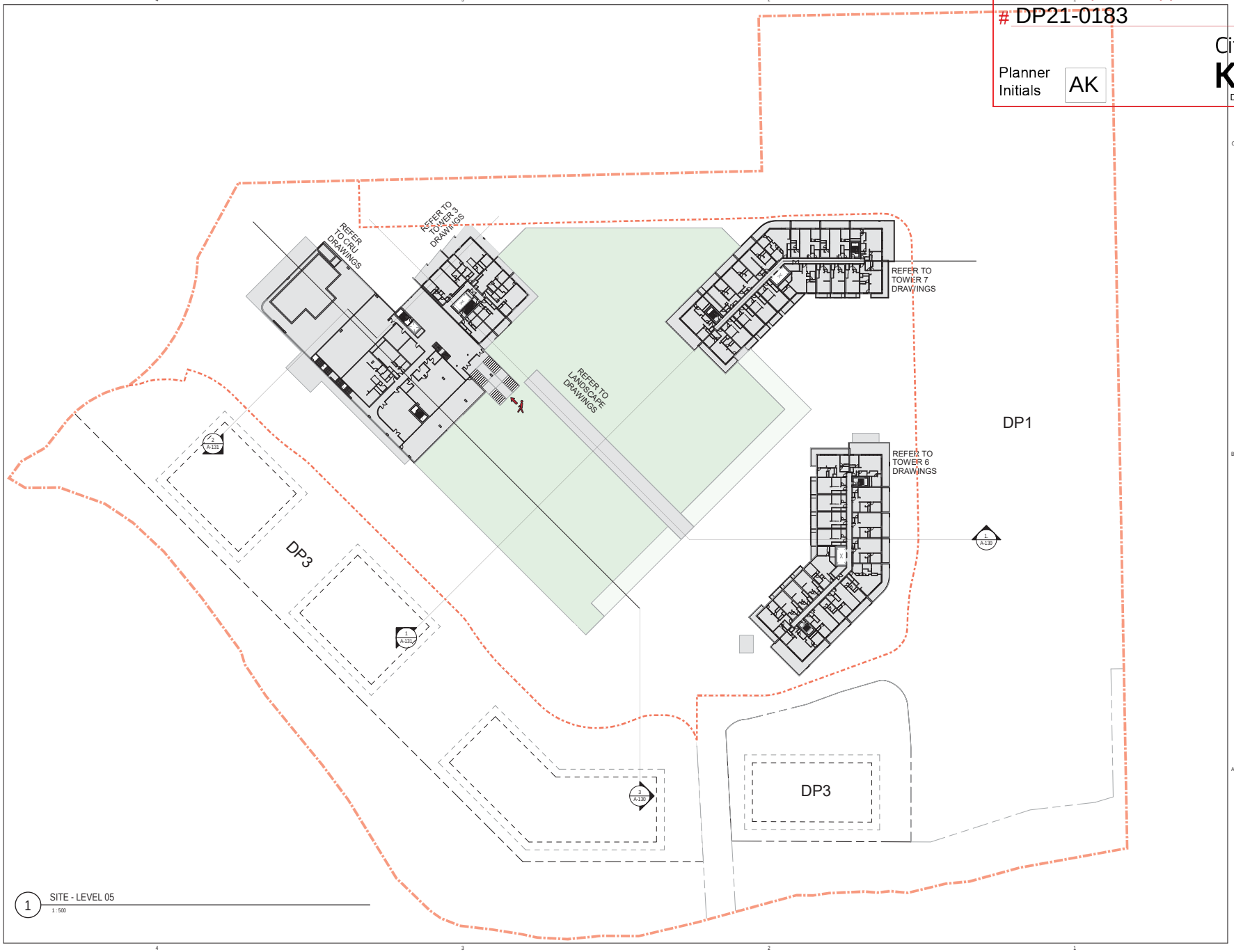
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



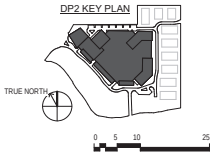
1 SITE - LEVEL 05
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SITE - PLAN - LEVEL 05

Scale
1 : 500

Sheet Number
A-115

Project Status
SCHEMATIC DESIGN

6/25/2021 7:23:53 AM BIM 360://1/1028137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Parkade_CENTRAL.rvt

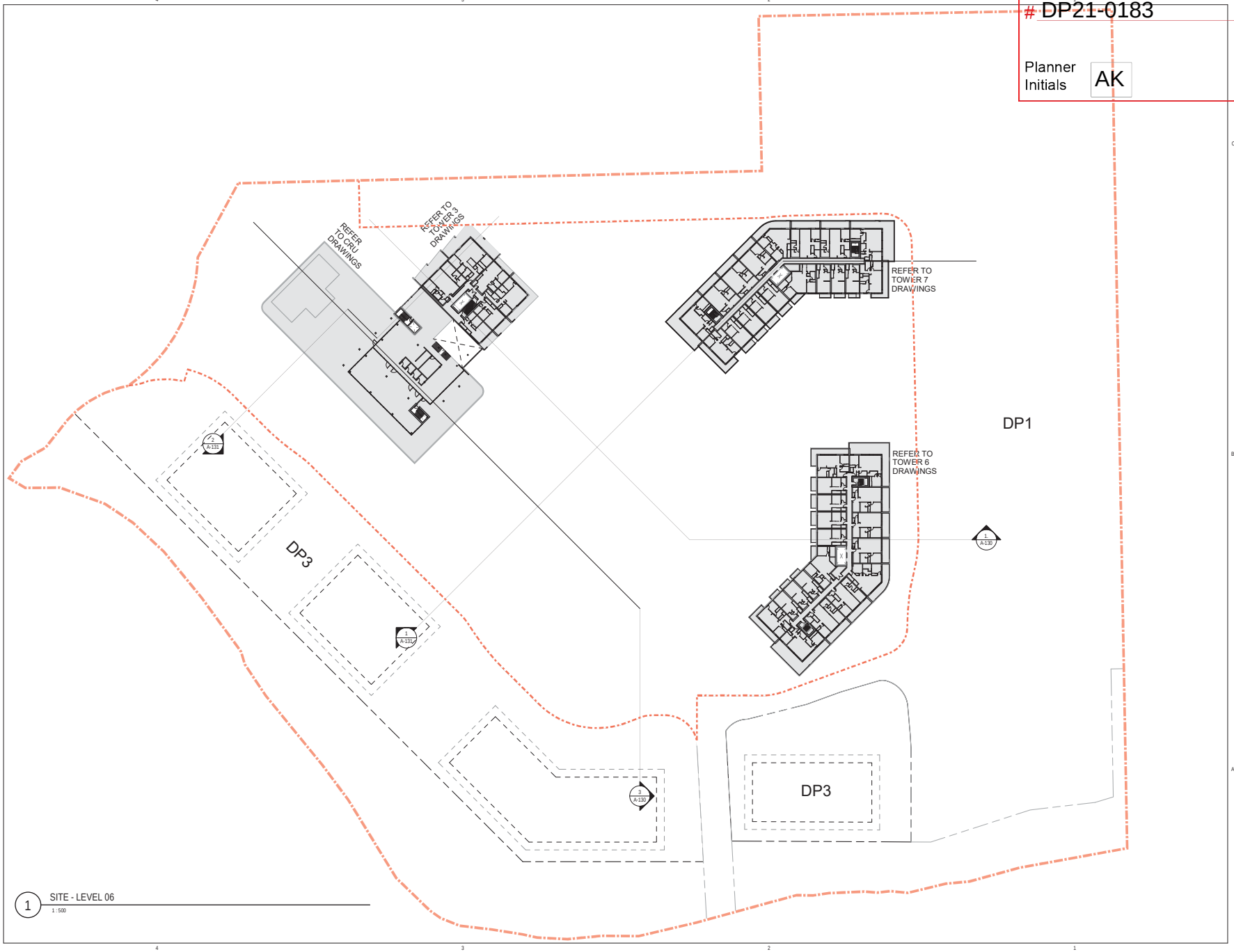
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



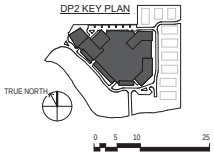
1 SITE - LEVEL 06
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SITE - PLAN - LEVEL 06

Scale
1 : 500

Sheet Number
A-116

Project Status
SCHEMATIC DESIGN

6/25/2021 7:23:56 AM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Parkside_CENTRAL.rvt

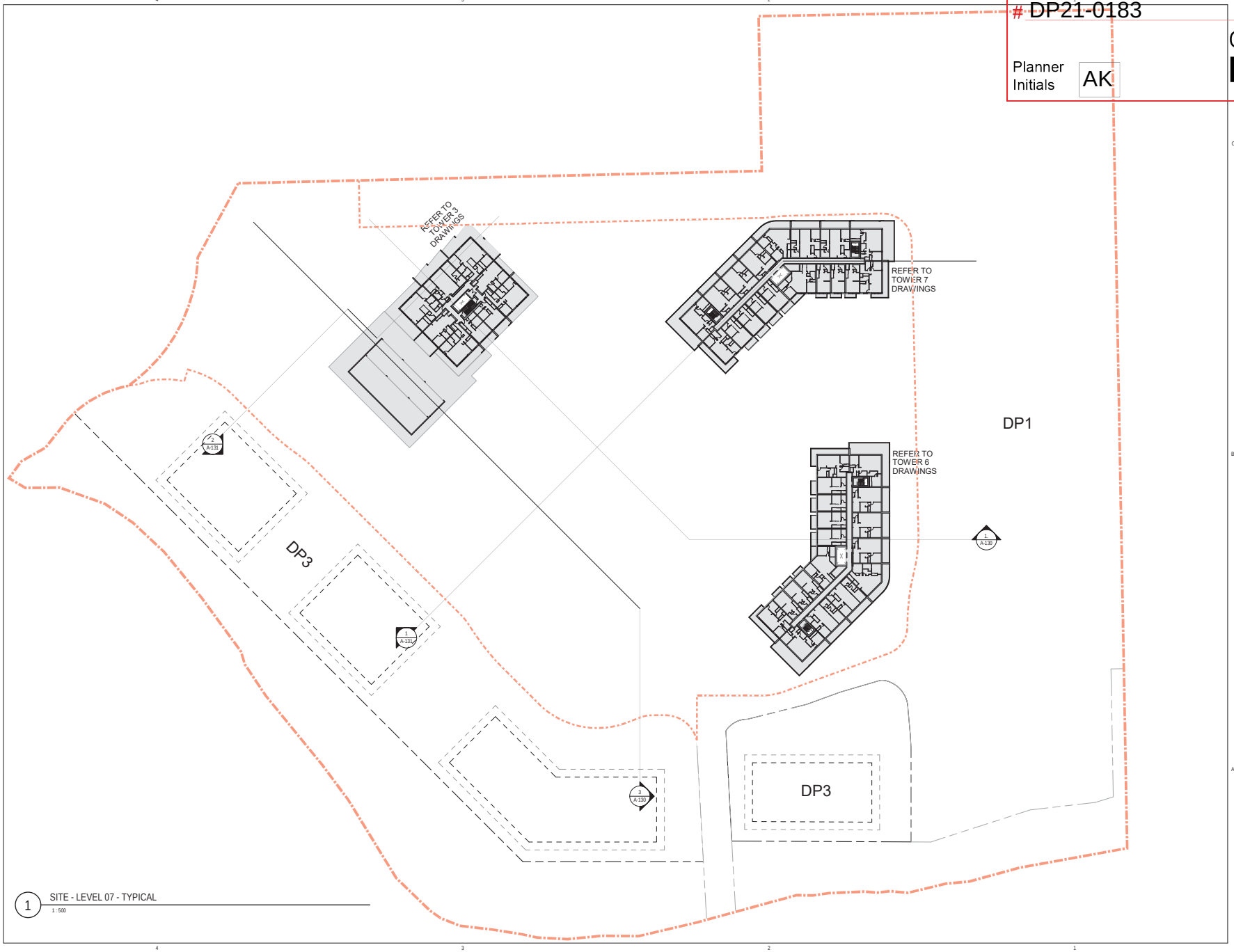
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



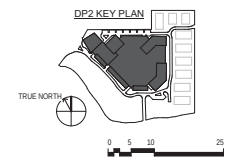
1 SITE - LEVEL 07 - TYPICAL
1 : 500

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
SITE - PLAN - LEVEL 07 - TYPICAL

Scale
1 : 500

Sheet Number
A-117

Project Status
SCHEMATIC DESIGN

6/25/2021 7:24:02 AM BIM 360://1/0268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Parkside_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 WEST ELEVATION
1 : 350

2 SOUTH ELEVATION
1 : 350

GENERAL NOTES

1. A Mech Screening System is intended on Tower 6 & 7 Roof. Tower 3 Roof Mech Units will be located inside the roof semi-open area part of the tower design.
   Refer to elevations.
2. More than 7 meters Clear Height is provided under each DP3 Bridges on South Road, and through the Amenity Lane under the parkade.
   Refer to elevations.
3. The DP2 Parkade is intended to be semi-open / cold (not heated);
   Parkade Intakes - Garage Doors and Openings incorporated in the parkake facade design will be used as Intakes.
   Parkade Exhaust - Will be located on the landscape roof.

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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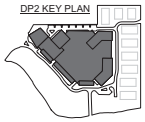
CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137
Original Issue 25/06/21

Sheet Name
ELEVATIONS - OVERALL

Scale
1 : 350

Sheet Number
A-120

Project Status
SCHEMATIC DESIGN

6/23/2021 8:27:24 PM BIM 360://10268137_2020-019_RE-Hawatha Towers_2020/10268137_Hawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 EAST ELEVATION
1 : 350

2 NORTH ELEVATION
1 : 350

GENERAL NOTES

1. A Mech Screening System is intended on Tower 6 & 7 Roof. Tower 3 Roof Mech Units will be located inside the roof semi-open area part of the tower design.
   Refer to elevations.
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HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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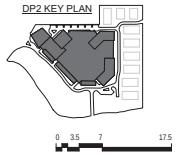
CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137
Original Issue 25/06/21

Sheet Name
ELEVATIONS - OVERALL

Scale
1 : 350

Sheet Number
A-121

Project Status
SCHEMATIC DESIGN

6/23/2021 8:27:27 PM BIM 360://10268137_2020-019_RE-HawatheTowers_2020/10268137_Hawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 SOUTHEAST ELEVATION
1 : 350

GENERAL NOTES

1. A Mech Screening System is intended on Tower 6 & 7 Roof. Tower 3 Roof Mech Units will be located inside the roof semi-open area part of the tower design.
   Refer to elevations.
2. More than 7 meters Clear Height is provided under each DP3 Bridges on South Road, and through the Amenity Lane under the parkade.
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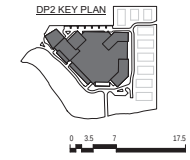
HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137
Original Issue 25/06/21

Sheet Name
ELEVATIONS - OVERALL

Scale
1 : 350

Sheet Number
A-122

Project Status
SCHEMATIC DESIGN

6/23/2021 8:27:30 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Parkade_CENTRAL.rvt

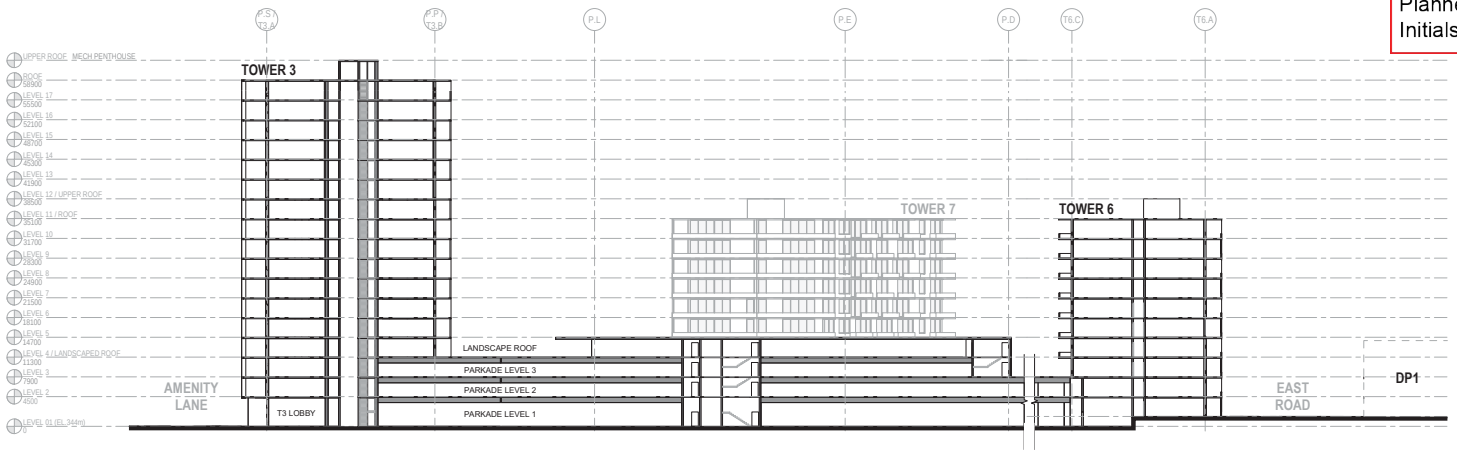
SCHEDULE A & B

This forms part of application

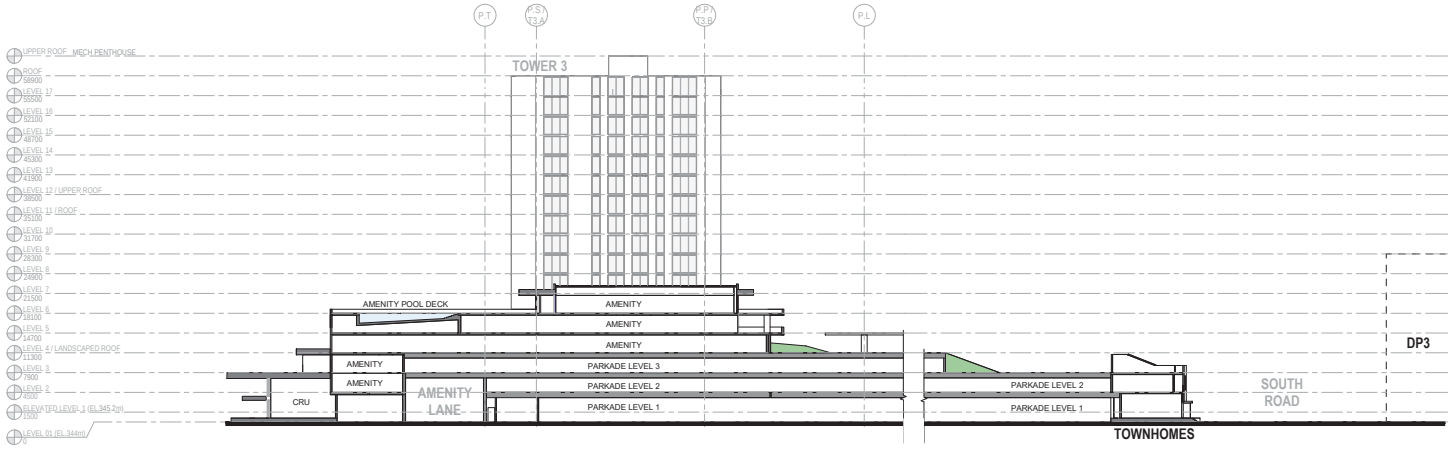
DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 SITE - GENERAL SECTION 1
1 : 350



2 SITE - GENERAL SECTION 2
1 : 350

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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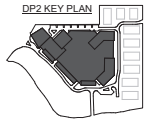
CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



0 3.5 7 17.5

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - SECTIONS

Scale
1 : 350

Sheet Number
A-130

Project Status
SCHEMATIC DESIGN

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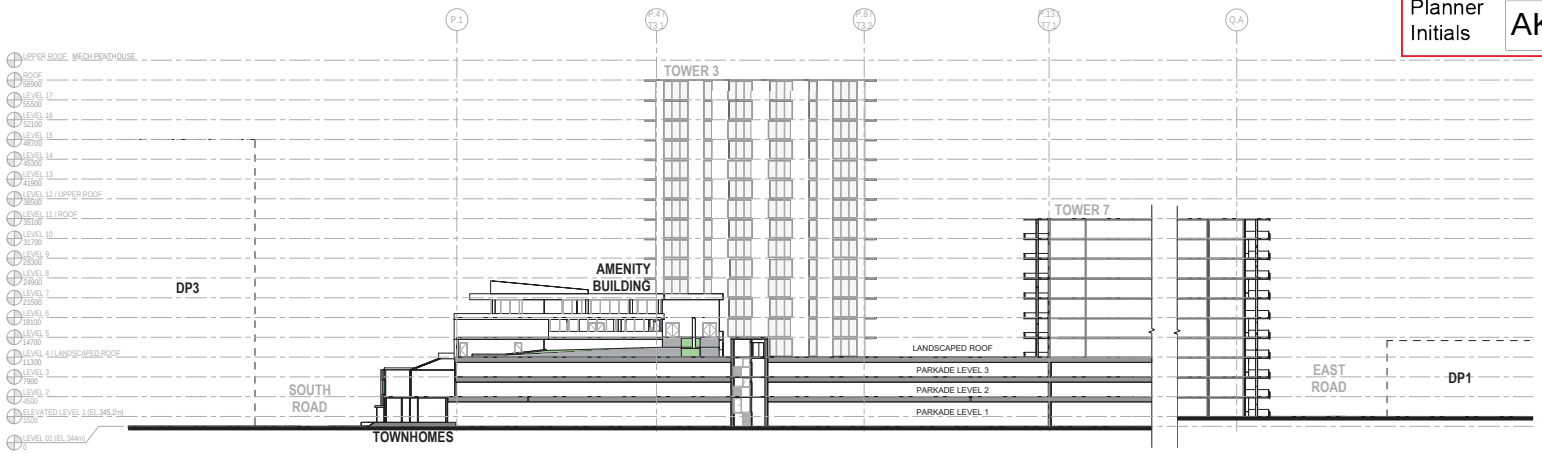
SCHEDULE A & B

This forms part of application

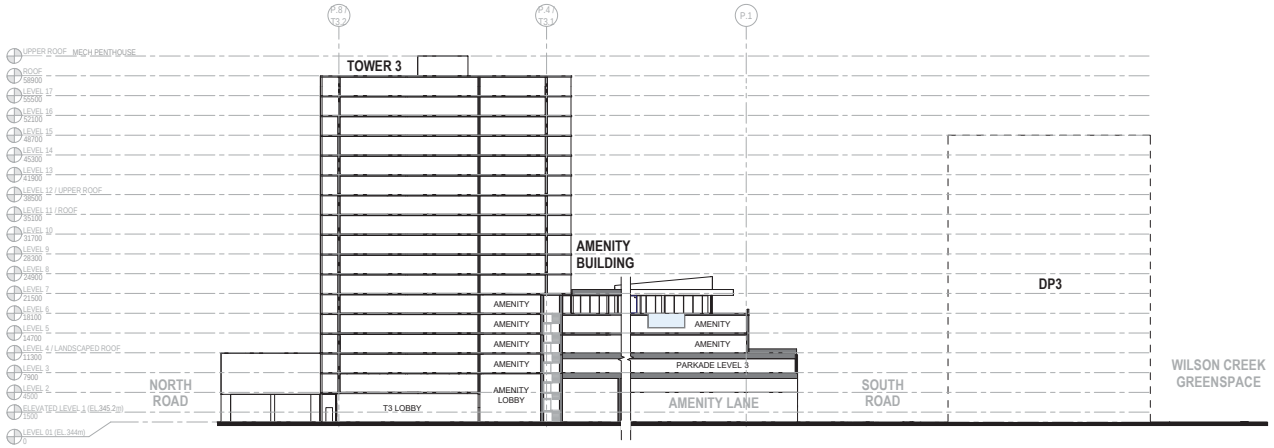
DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 SITE - GENERAL SECTIONS 3
1 : 350



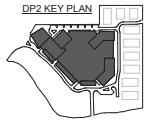
2 SITE - GENERAL SECTION 4
1 : 350

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



0 3.5 7 17.5

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SITE - SECTIONS

Scale
1 : 350

Sheet Number
A-131

Project Status
SCHEMATIC DESIGN

6/25/2021 5:55:08 PM BIM 360://10268137_20200919_RE-Hawathe Towers_20200120268137_Hawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

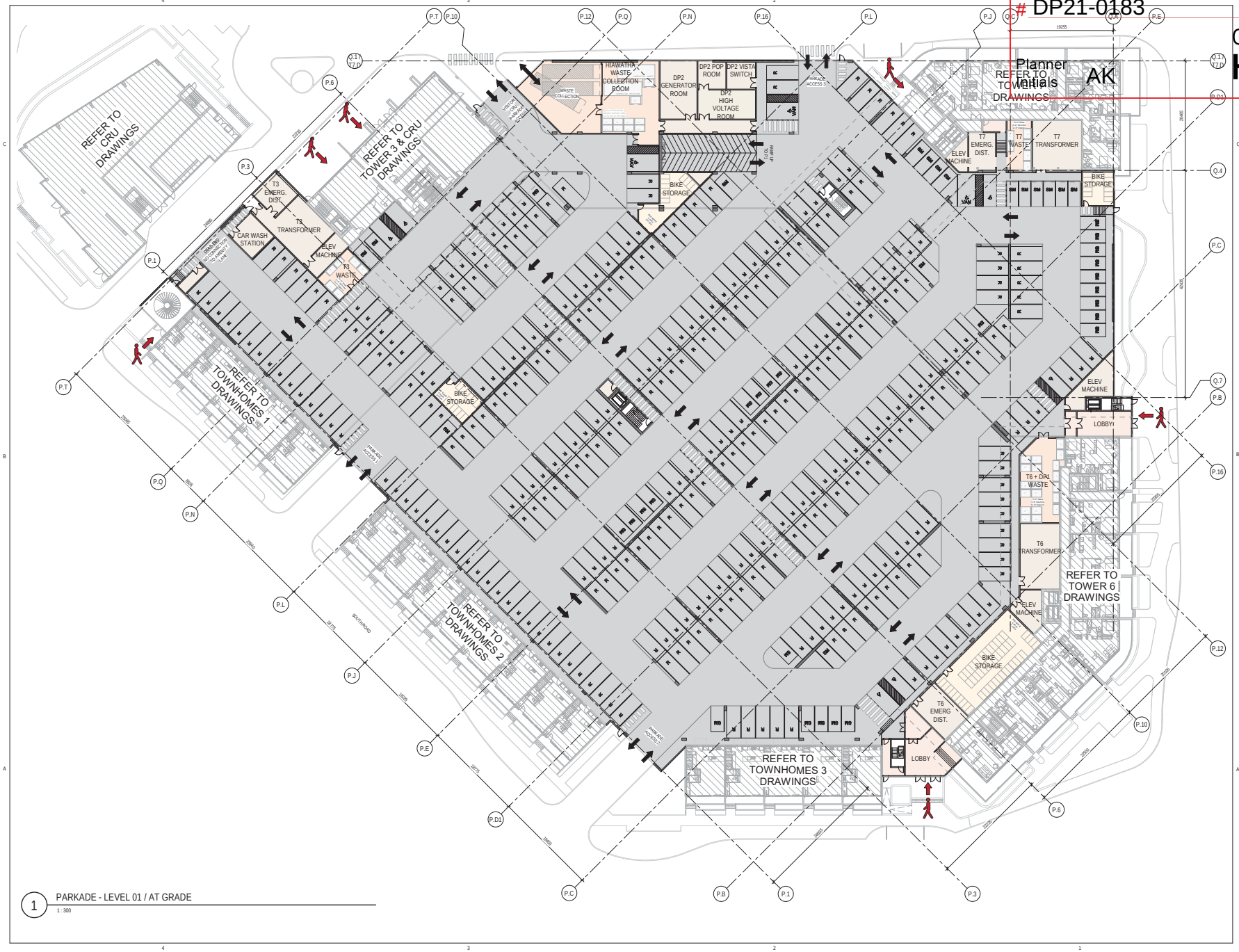
This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna

DEVELOPMENT PLANNING



1 PARKADE - LEVEL 01 / AT GRADE

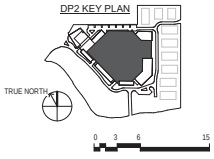
1 : 300

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name

PARKADE - LEVEL 01 PLAN

Scale

1 : 300

Sheet Number

A-210

Project Status

SCHEMATIC DESIGN

6/21/2021 7:09:53 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

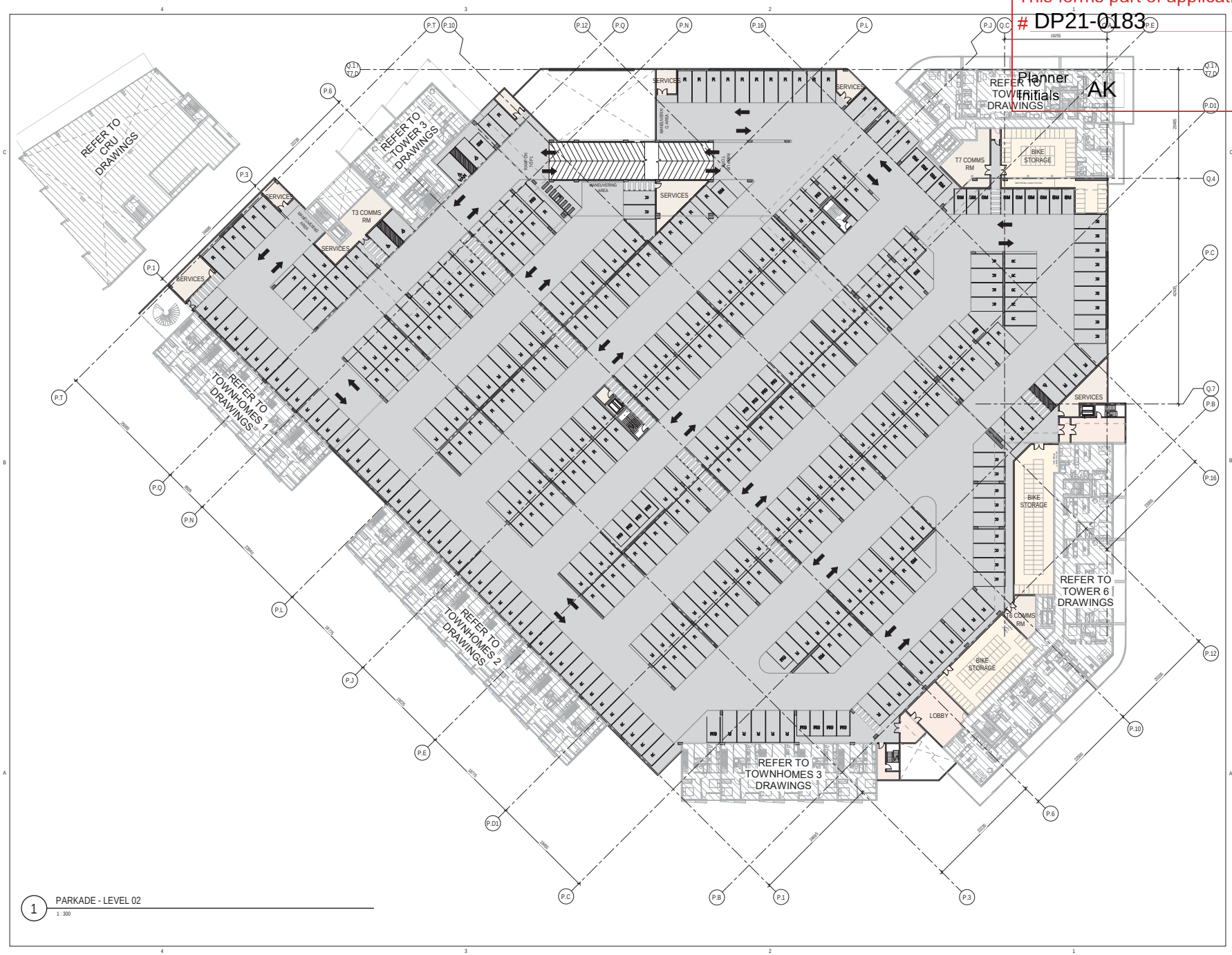
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING



1 PARKADE - LEVEL 02
1 : 300

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN

TRUE NORTH

0 3 6 15

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

SCHEDULE A&B
This forms part of application
DP21-0183
Planner Initials AK
City of Kelowna

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PARKADE - LEVEL 02 PLAN

Scale
1 : 300

Sheet Number
A-211

Project Status
SCHEMATIC DESIGN

6/21/2021 7:10:12 PM BIM 360://10268137_20200109_RE-Hawathi Towers_20200109_HawathiTowers_2020/10268137_Hawathi_DP2_Parkade_CENTRAL.rvt

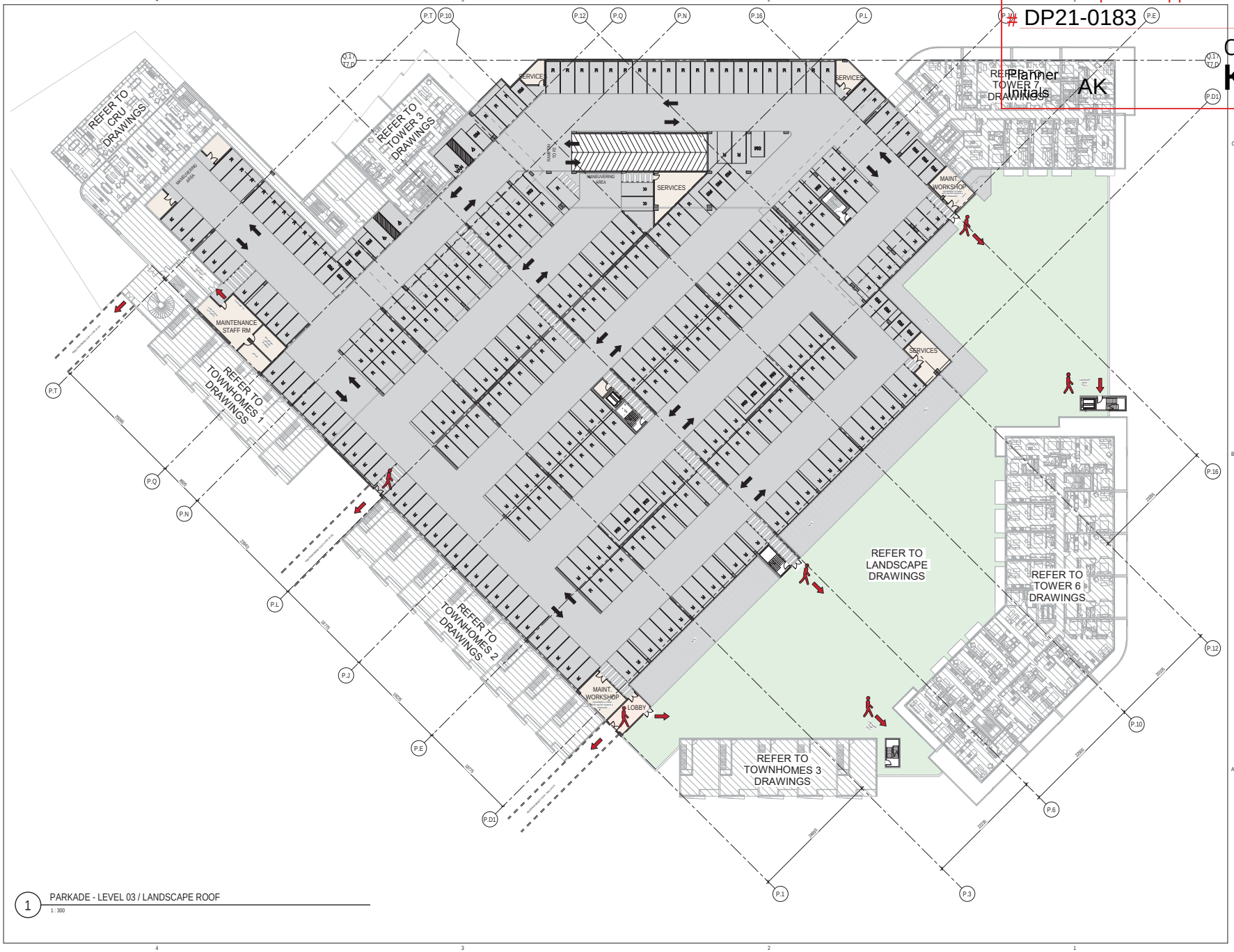
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



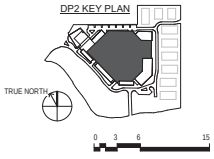
1 PARKADE - LEVEL 03 / LANDSCAPE ROOF
1 : 300

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PARKADE - LEVEL 03 PLAN

Scale
1 : 300

Sheet Number
A-212

Project Status
SCHEMATIC DESIGN

6/21/2021 7:10:34 PM BIM 360://0268137_20200915_RE-Hawathe Towers_20200102268137_Hawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

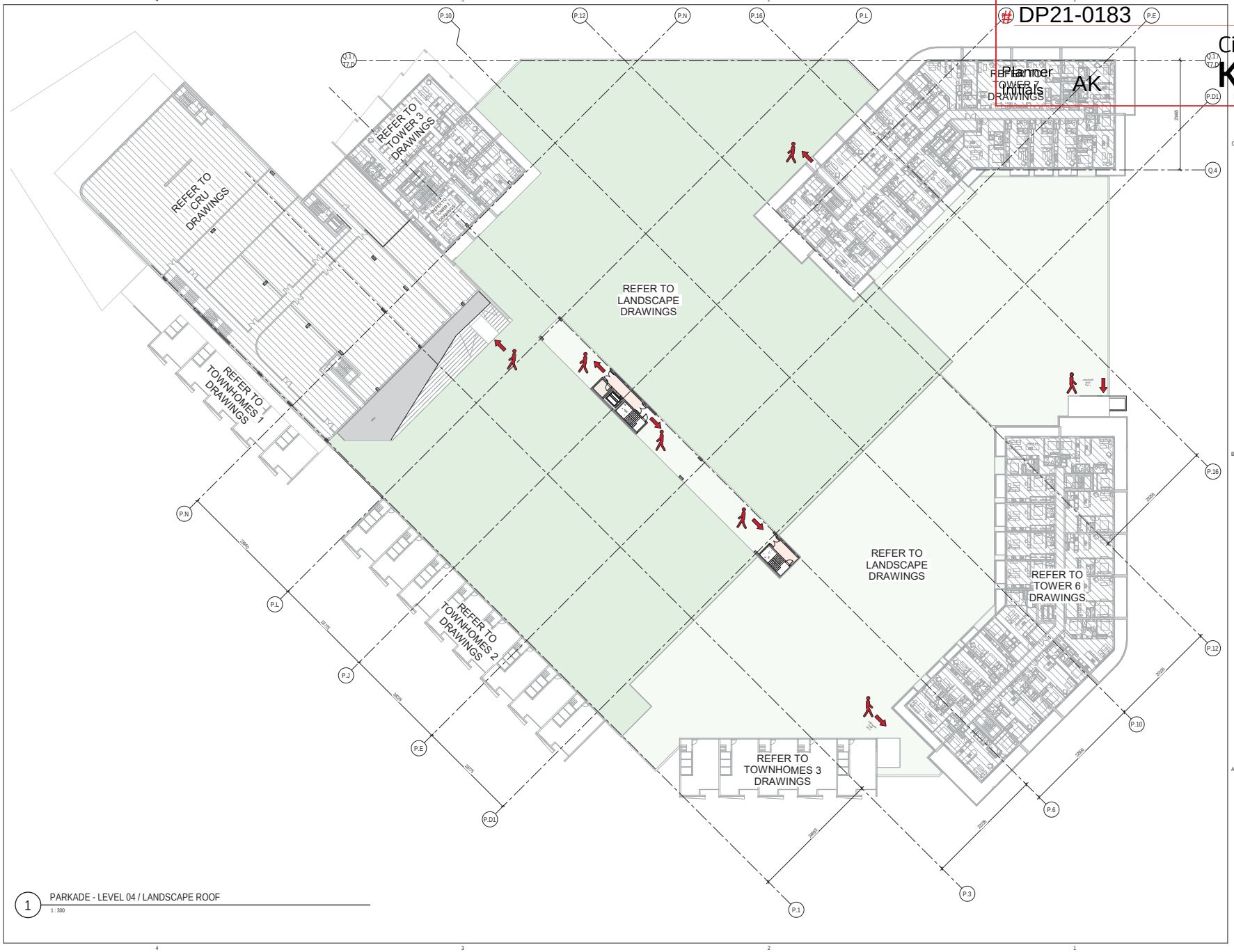
This forms part of application

DP21-0183

City of Kelowna

DEVELOPMENT PLANNING

Planner Initials AK



1 PARKADE - LEVEL 04 / LANDSCAPE ROOF

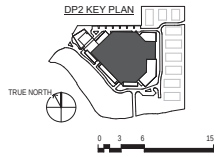
1 : 300

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name

PARKADE - LEVEL 04 PLAN

Scale

1 : 300

Sheet Number

A-213

Project Status

SCHEMATIC DESIGN

6/21/2021 7:19:32 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

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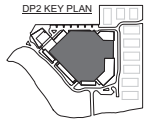
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
CRU/AMENITY-PERSPECTIVE

Scale

Sheet Number
A-300

Project Status
Schematic Design

6/23/2021 8:09:42 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Tower 3_CENTRAL.rvt

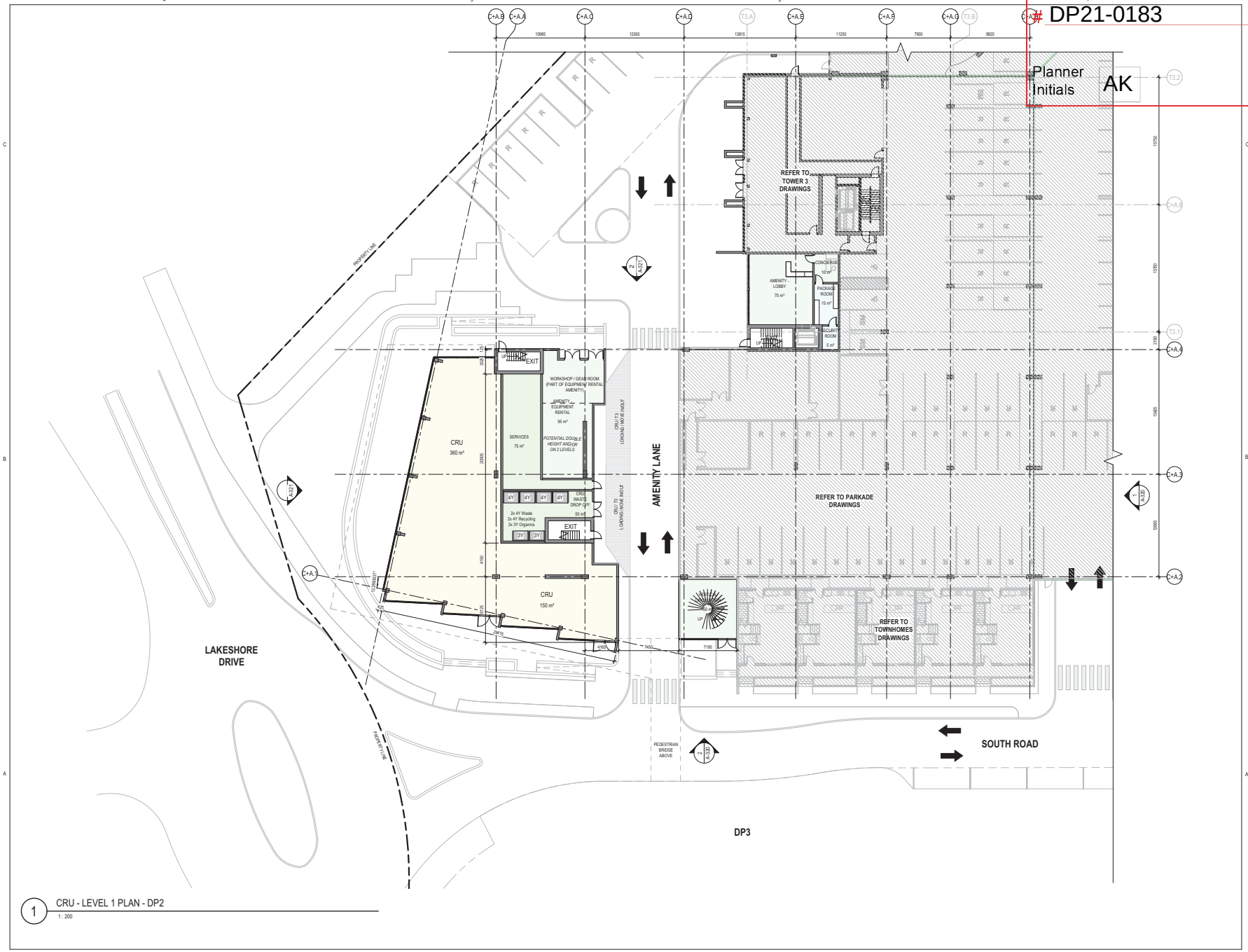
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



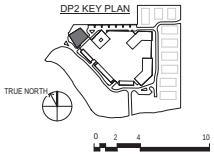
1 CRU - LEVEL 1 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
CRU/AMENITY - PLAN - LEVEL 1

Scale
1 : 200

Sheet Number
A-310

Project Status
Schematic Design

6/23/2021 8:09:47 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

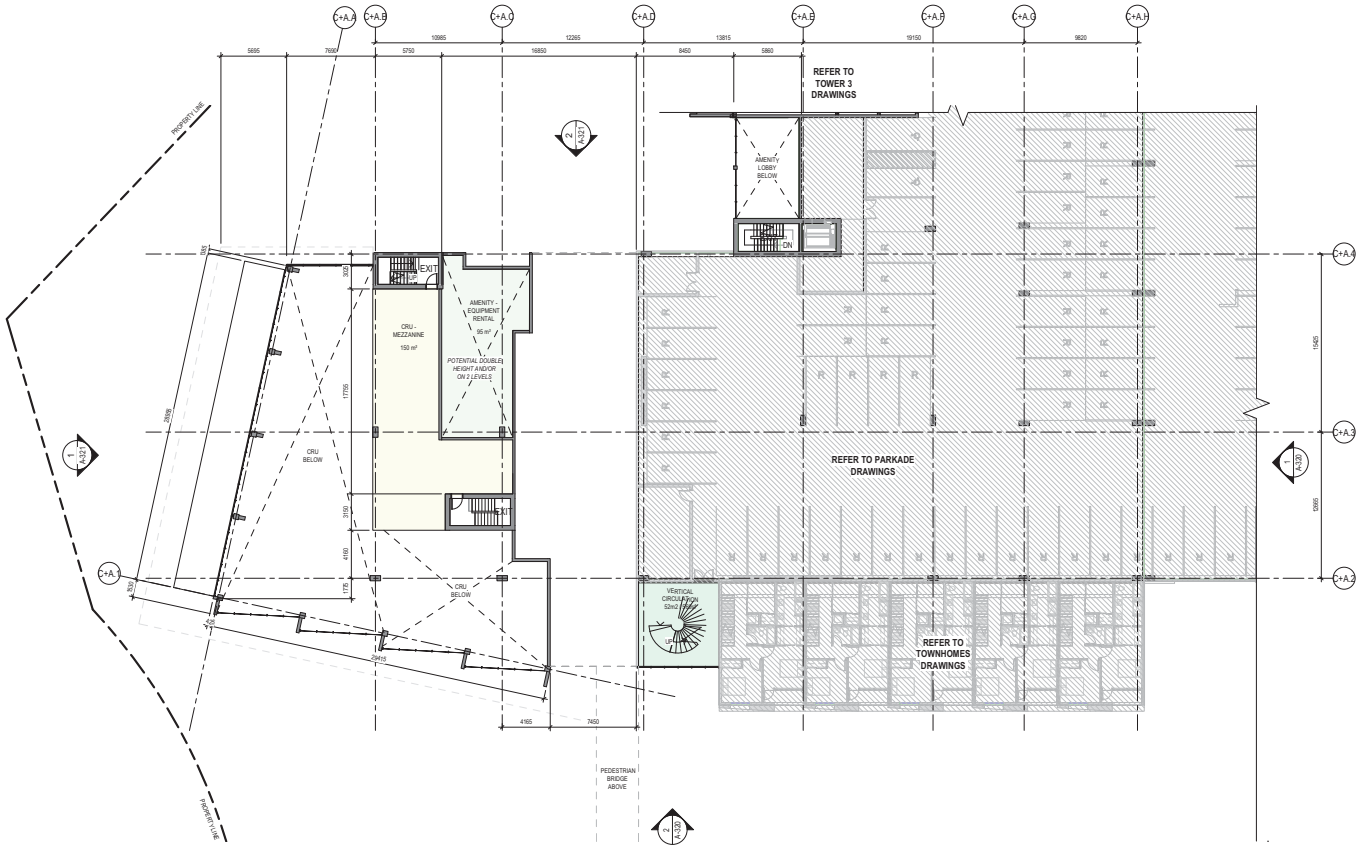
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



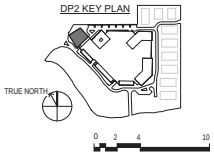
1 CRU - LEVEL 2 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
CRU/AMENITY - PLAN - LEVEL 2

Scale
1 : 200

Sheet Number
A-311

Project Status
Schematic Design

6/23/2021 8:09:49 PM BIM 360://10268137_2020-019_RE-HawthaTowers_2020/10268137_Hawtha_DP2_Tower 3_CENTRAL.rvt

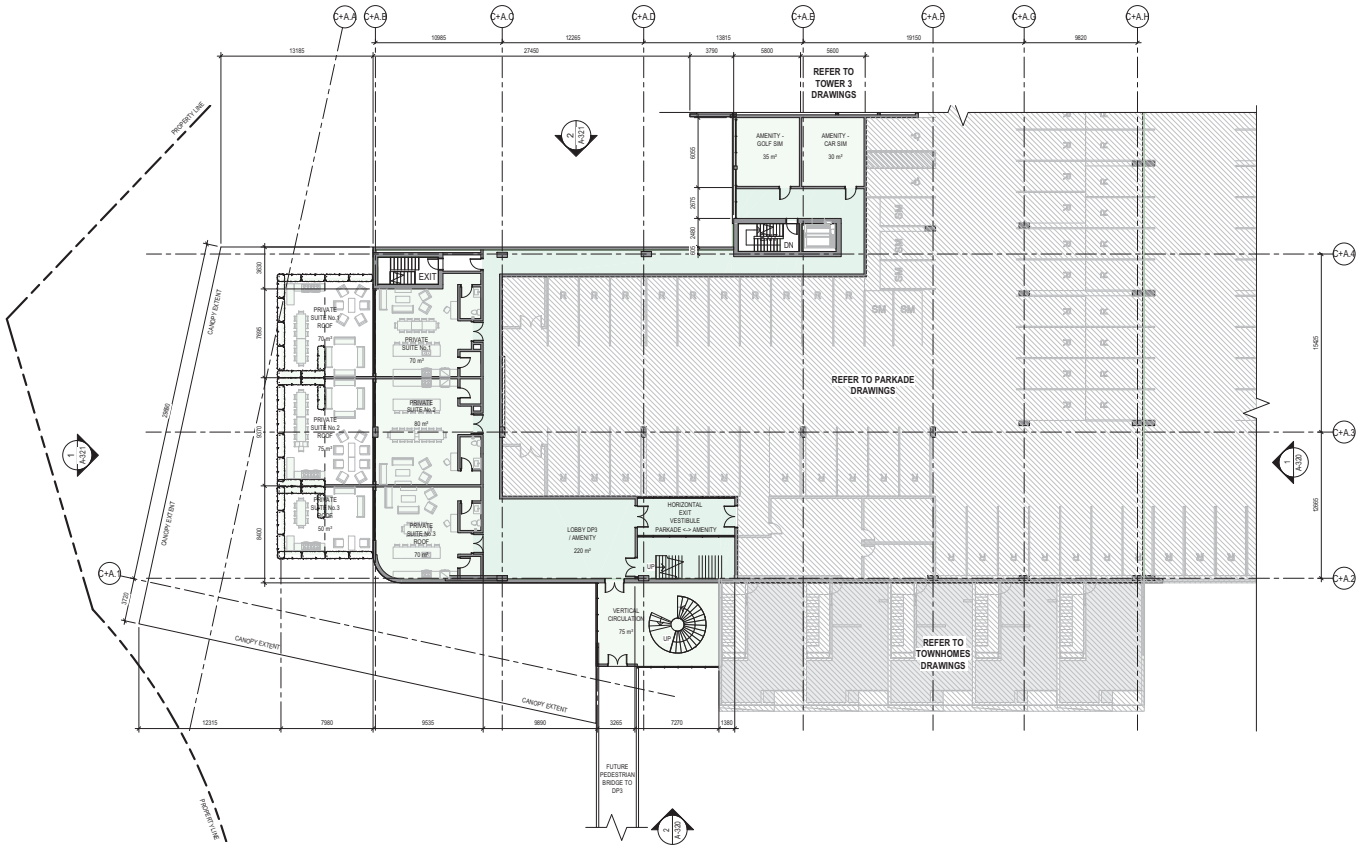
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



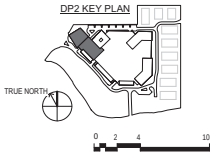
1 CRU - LEVEL 3 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137_2020-2019
Original Issue	25/06/21

Sheet Name
CRU/AMENITY - PLAN - LEVEL 3

Scale
1 : 200

Sheet Number
A-312

Project Status
Schematic Design

6/23/2021 8:05:56 PM BIM 360://10288137_2020-019_RE-Haweths Towers_2020/10288137_Haweths_DP2_Tower 3_CENTRAL.rvt

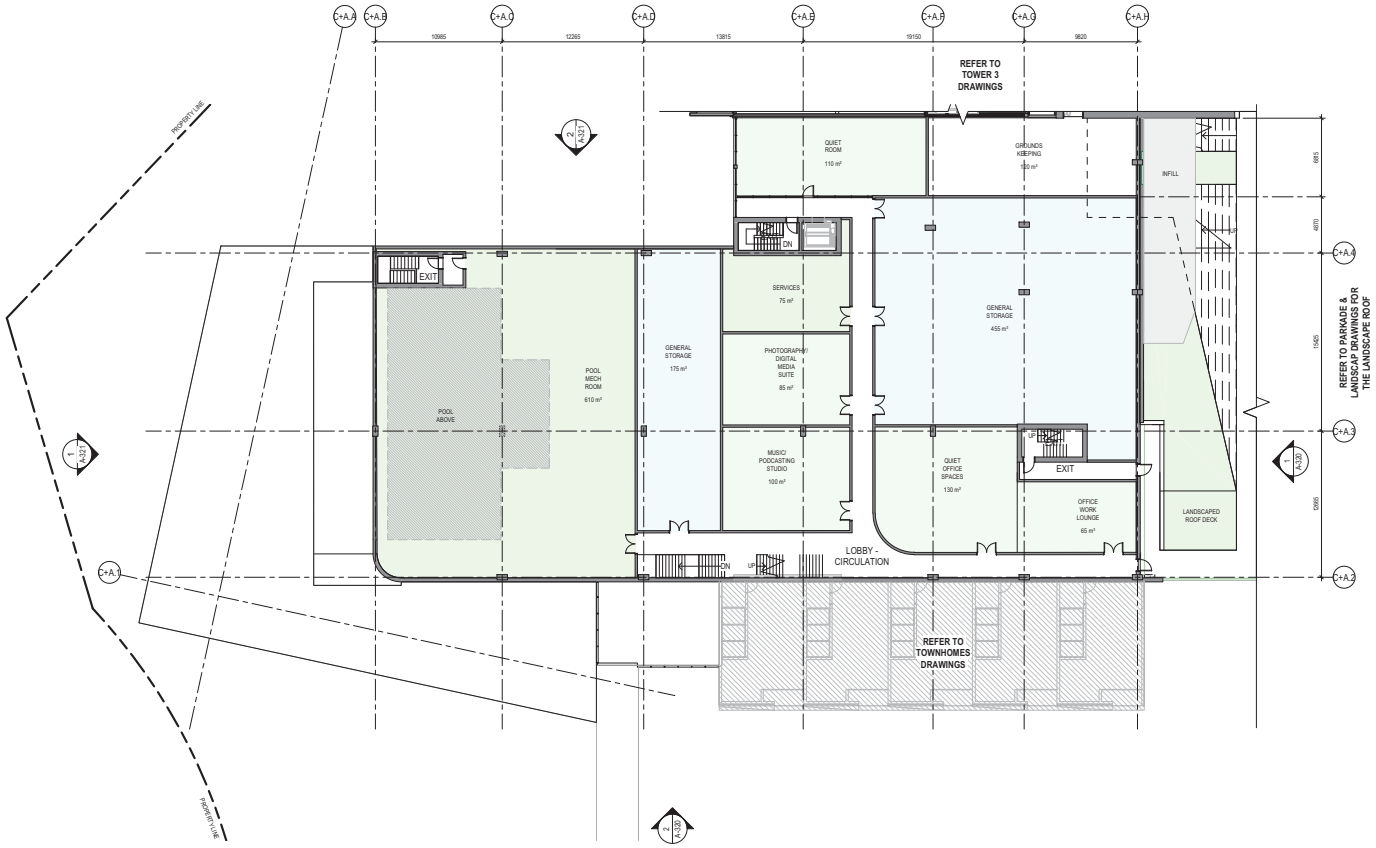
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



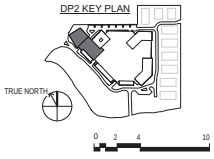
1 CRU - LEVEL 4 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
CRU/AMENITY - PLAN - LEVEL 4

Scale
1 : 200

Sheet Number
A-313

Project Status
Schematic Design

6/23/2021 8:09:57 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

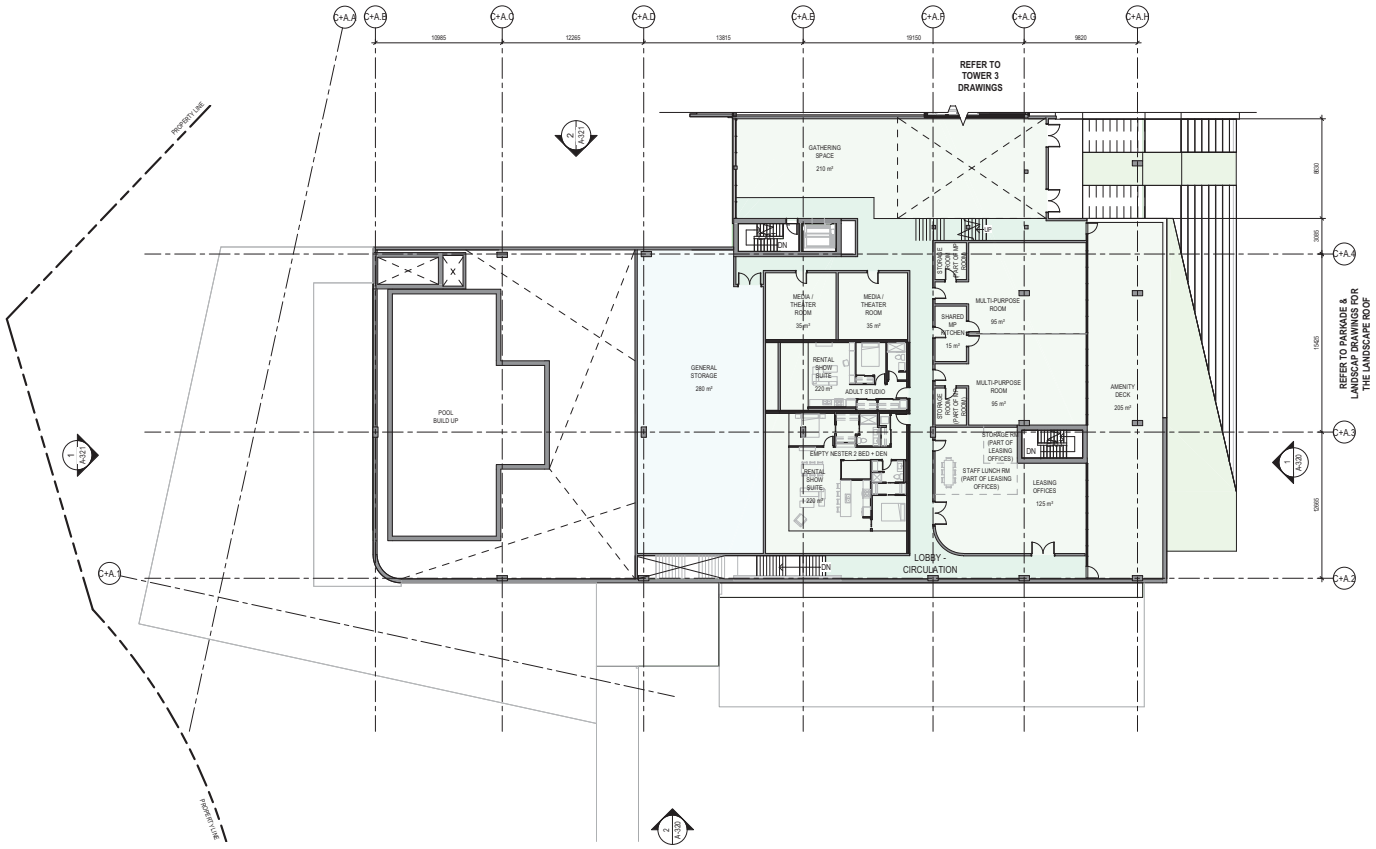
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



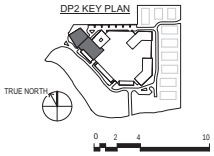
1 CRU - LEVEL 5 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
CRU/AMENITY - PLAN - LEVEL 5

Scale
1 : 200

Sheet Number
A-314

Project Status
Schematic Design

6/23/2021 8:09:58 PM BIM 360://10268137_2020-019_RE-Hawatha Towers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

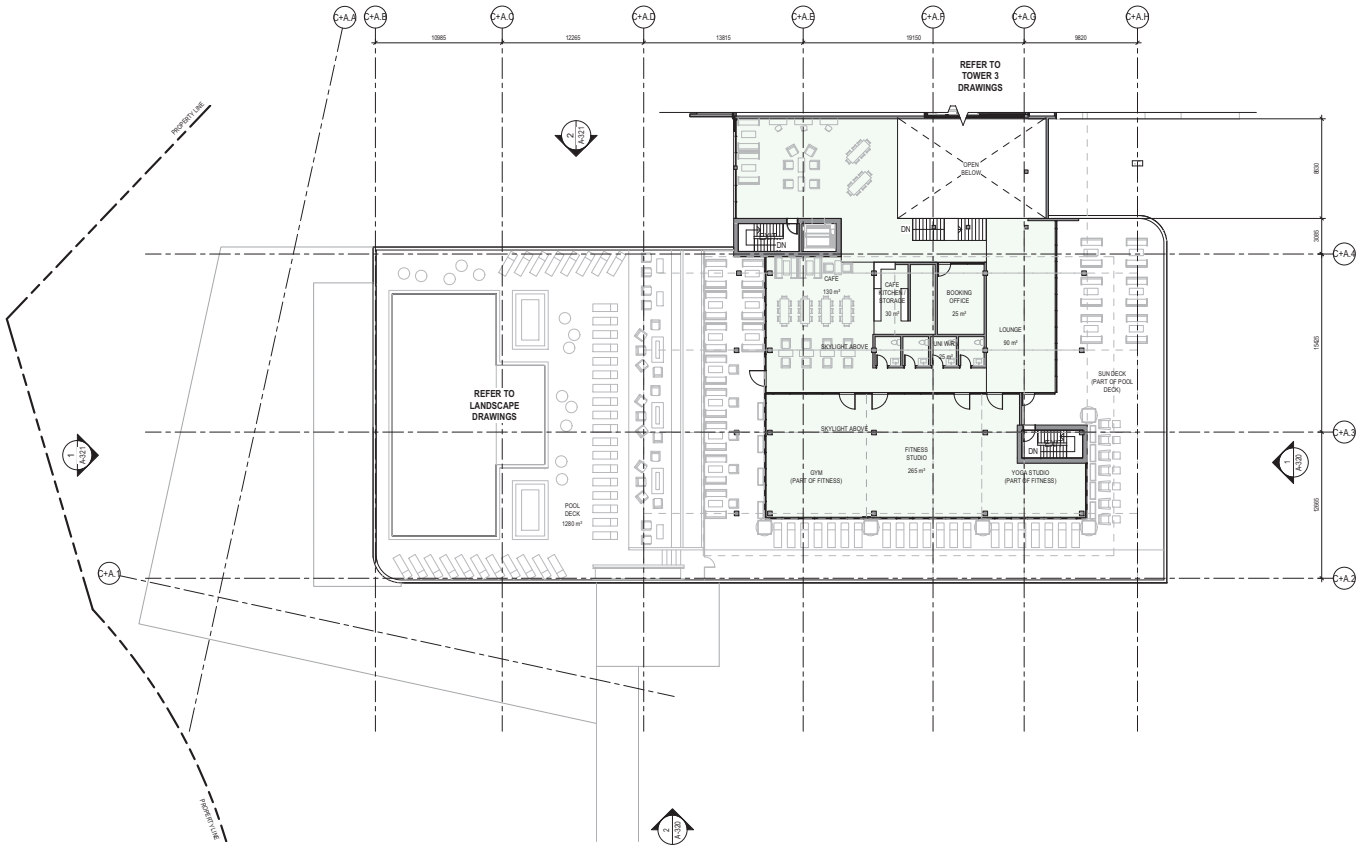
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING



1 CRU - LEVEL 6 PLAN - DP2

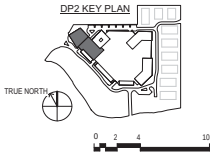
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name

CRU/AMENITY - PLAN - LEVEL 6

Scale

1 : 200

Sheet Number

A-315

Project Status

Schematic Design

6/23/2021 8:10:00 PM BIM 360://10268137_2020-019_RE-Haweths Towers_2020/10268137_Haweths_DP2_Tower 3_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 ELEVATION - CRU/AMENITY EAST
1 : 200

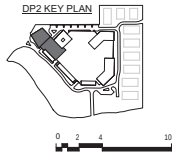
2 ELEVATION - CRU/AMENITY SOUTH
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
CRU/AMENITY - ELEVATION

Scale
1 : 200

Sheet Number
A-320

Project Status
Schematic Design

6/22/2021 8:10:00 PM BIM 360://10268137_2020-019_RE-Hawathe Towers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 ELEVATION - CRU/AMENITY WEST
1 : 200

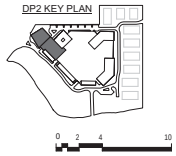
2 ELEVATION - CRU/AMENITY NORTH
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
CRU/AMENITY - ELEVATION

Scale
1 : 200

Sheet Number
A-321

Project Status
Schematic Design

6/22/2021 8:10:00 PM BIM 360://10268137_2020-019_RE-Hawatha Towers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

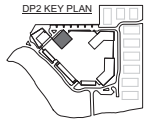
*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 3 - PERSPECTIVE

Scale

Sheet Number
A-400

Project Status
Schematic Design

6/23/2021 6:00:58 PM BIM 360://10288137_2020019_RE-Hiawatha Towers_2020/10288137_Hiawatha_DP2_Tower 3_CENTRAL.rvt

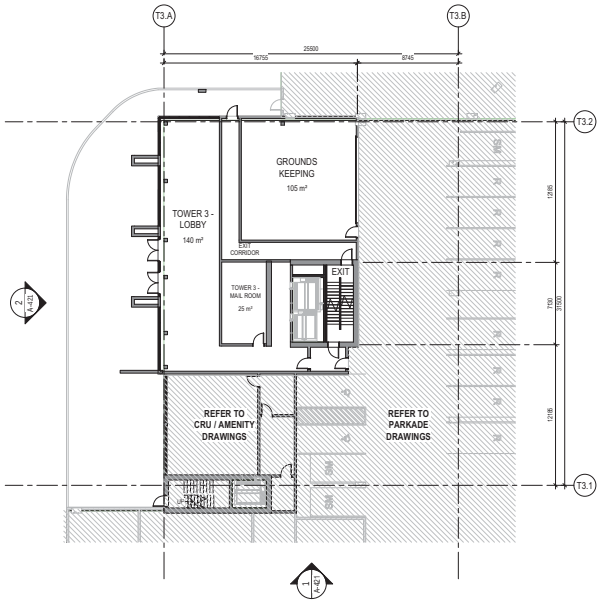
SCHEDULE A & B

This forms part of application

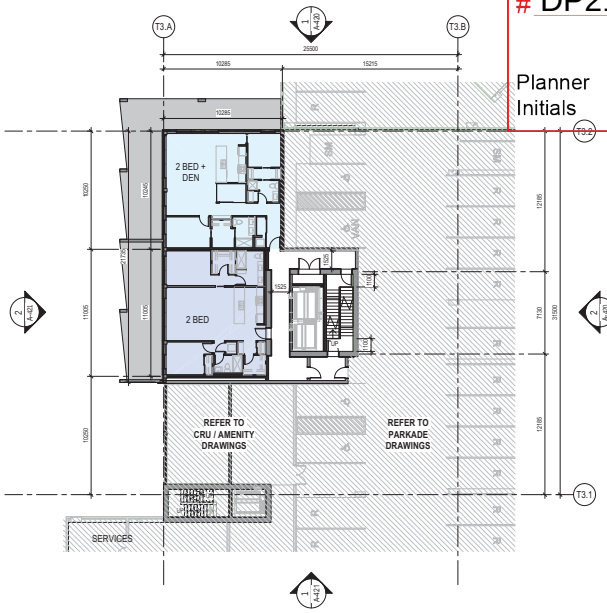
DP21-0183

Planner Initials AK

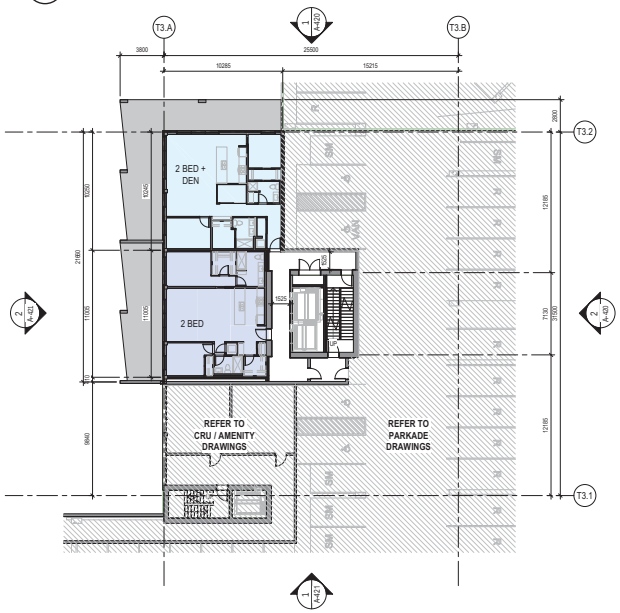
City of Kelowna
DEVELOPMENT PLANNING



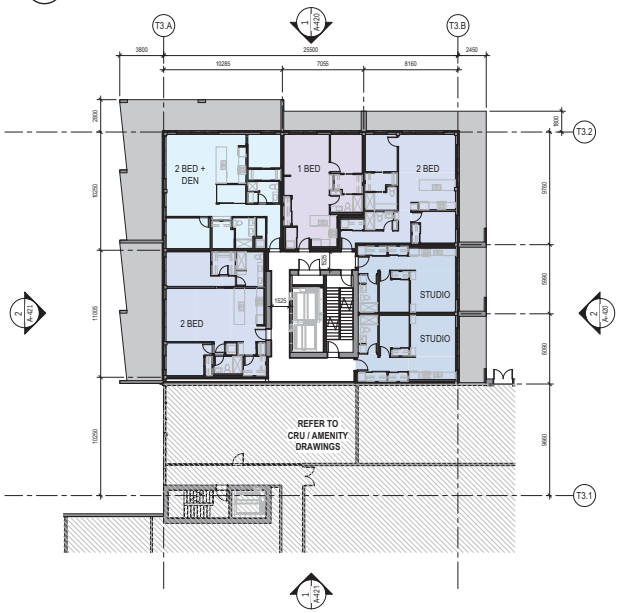
1 T3 - LEVEL 1 PLAN - DP2
1 : 200



2 T3 - LEVEL 2 PLAN - DP2
1 : 200



3 T3 - LEVEL 3 PLAN - DP2
1 : 200



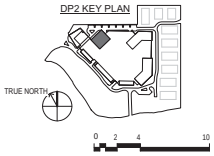
4 T3 - LEVEL 4 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Project Architect	Robert Cesnik
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Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 3 - PLAN - LEVEL 1-4

Scale
1 : 200

Sheet Number
A-410

Project Status
Schematic Design

6/23/2021 8:01:06 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

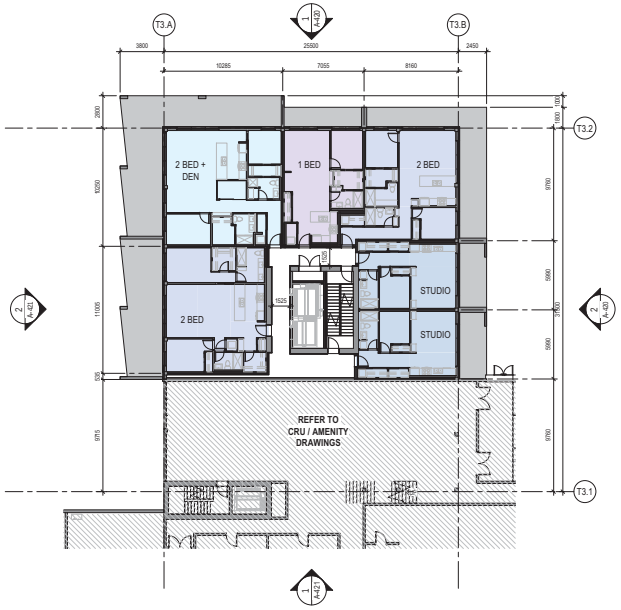
SCHEDULE A & B

This forms part of application

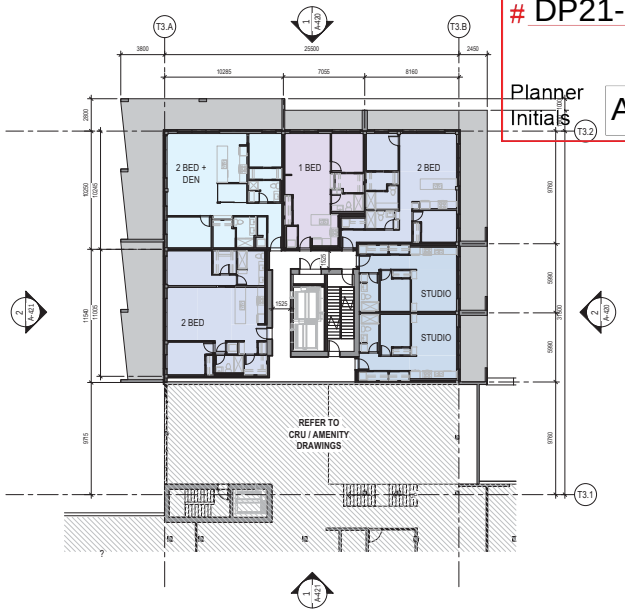
DP21-0183

Planner Initials AK

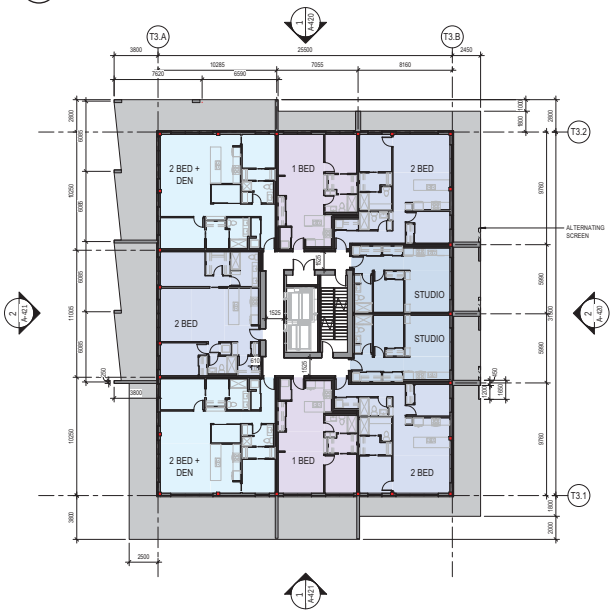
City of Kelowna
DEVELOPMENT PLANNING



1 TOWER 3 - LEVEL 5 - PLAN
1 : 200



2 TOWER 3 - LEVEL 6 - PLAN
1 : 200



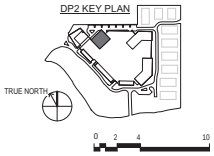
3 TOWER 3 - LEVEL 7 - TYPICAL FLOOR PLAN L7-14
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
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Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 3 - PLAN - LEVEL 5-7 - TYPICAL

Scale
1 : 200

Sheet Number
A-411

Project Status
Schematic Design

6/23/2021 8:01:14 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

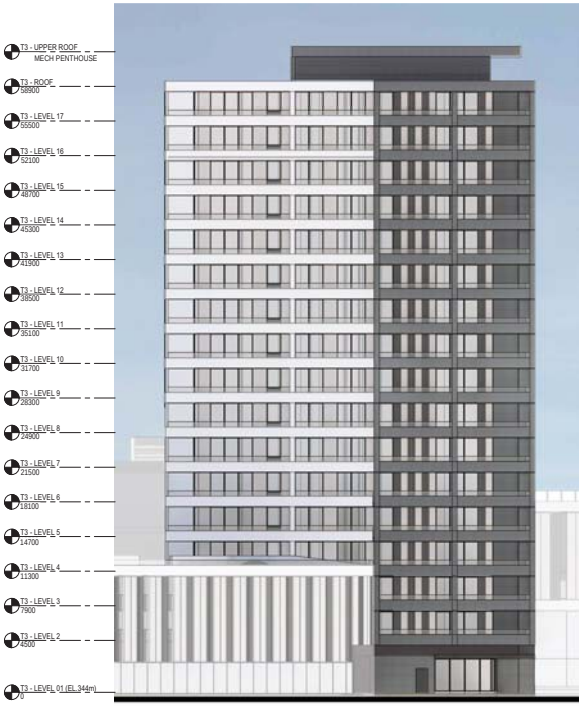
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 ELEVATION - NORTH
1 : 200

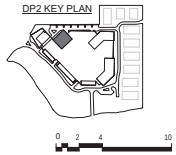
2 ELEVATION - EAST
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 3 - ELEVATION

Scale
1 : 200

Sheet Number
A.420

Project Status
Schematic Design

6/22/2021 1:44:01 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 3_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 ELEVATION - SOUTH
1 : 200

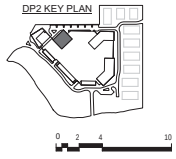
2 ELEVATION - WEST
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10288137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 3 - ELEVATION

Scale
1 : 200

Sheet Number
A.421

Project Status
Schematic Design

6/22/2021 4:44:03 PM BIM 360://10288137_2020-019_RE-Hawatha Towers_2020/10288137_Hawatha_DP2_Tower 3_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 6 - PERSPECTIVE

Scale

Sheet Number
A-500

Project Status
Schematic Design

6/23/2021 7:39:46 PM BIM 360://10288137_2020/10288137_2020/19_RE-Hiawatha Towers_2020/10288137_Hiawatha_DP2_Tower 6_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 T6 - ELEVATED LEVEL 1 PLAN (EL.345.5m) - DP2
1 : 200

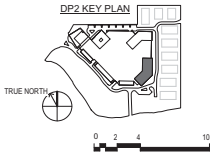
2 T6 - LEVEL 2 PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
HIAWATHA

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2021-07-07	ISSUED FOR DEVELOPMENT PERMIT REV-1

Project Number 10288137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 6 - PLAN - LEVEL 1 & 2

Scale
1 : 200

Sheet Number
A-510

Project Status
Schematic Design

7/7/2021 10:48:12 AM BIM 360://10288137_2020-019_RE-Hiawatha Towers_2020/10288137_Hiawatha_DP2_Tower 6_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 T6 - LEVEL 3 PLAN - DP2
1 : 200

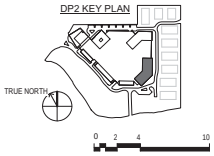
2 T6 - LEVEL 4 TYPICAL PLAN - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 6 - PLAN - LEVEL 3 & 4 - TYPICAL

Scale
1 : 200

Sheet Number
A-511

Project Status
Schematic Design

6/23/2017 4:09 PM BIM 360://10268137_2020-019_RE-Haweths Towers_2020/10268137_Haweths_DP2_Tower 6_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING

1 EAST ELEVATION
1 : 200

2 SOUTHWEST ELEVATION
1 : 200

GENERAL NOTES

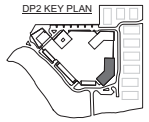
1. A Mech Screening System is intended on Tower 6 & 7 Roof. Tower 3 Roof Mech Units will be located inside the roof semi-open area part of the tower design.
   Refer to elevations.
2. More than 7 meters Clear Height is provided under each DP3 Bridges on South Road, and through the Amenity Lane under the parkade.
   Refer to elevations.
3. The DP2 Parkade is intended to be semi-open / cold (not heated);
   Parkade Intakes - Garage Doors and Openings incorporated in the parkake facade design will be used as Intakes.
   Parkade Exhaust - Will be located on the landscape roof.

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



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Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 6 - ELEVATION

Scale
1 : 200

Sheet Number
A-520

Project Status
Schematic Design

6/22/2017 4:00:09 PM BIM 360://10268137_2020-019_RE-Haweths Towers_2020/10268137_Haweths_DP2_Tower 6_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWER 7 - PERSPECTIVE

Scale

Sheet Number
A-600

Project Status
Schematic Design

6/23/2021 7:18:06 PM BIM 360://10288137_2020019_RE-Hiawatha Towers_2020/10288137_Hiawatha_DP2_Tower 7_CENTRAL.rvt

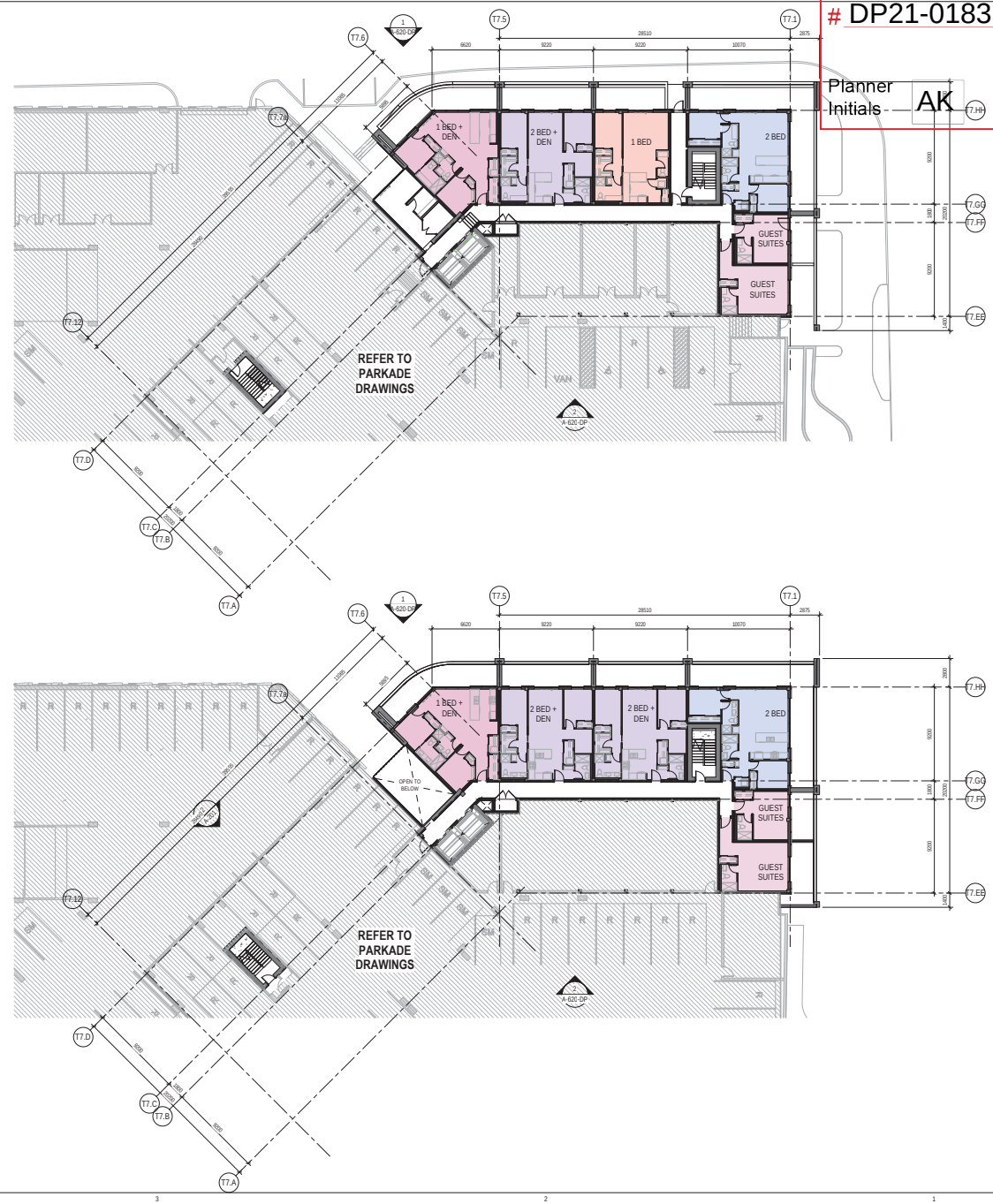
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 T7 - LEVEL 1 - DP2 (EL.345.2m)
1 : 200

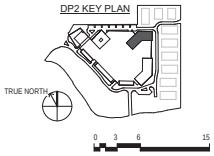
2 T7 - LEVEL 2 - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 7 - PLAN - LEVEL 01 & 02

Scale
1 : 200

Sheet Number
A-610

Project Status
Schematic Design

1/26/2022 10:36:46 AM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Tower 7_CENTRAL.rvt

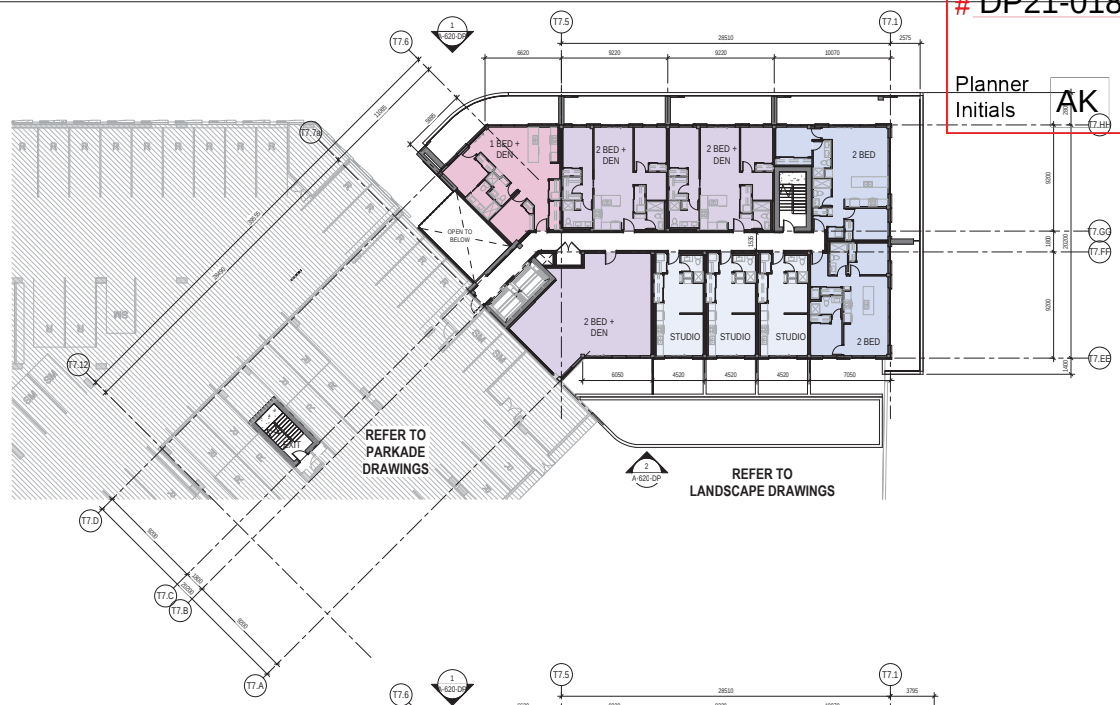
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 T7 - LEVEL 3 - DP2
1 : 200

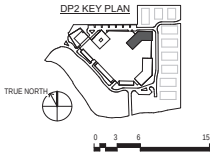
2 T7 - LEVEL 4 - DP2
1 : 200

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 7 - PLAN - LEVEL 03 & 04

Scale
1 : 200

Sheet Number
A-611

Project Status
Schematic Design

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

1 NORTH ELEVATION
1 : 200

2 SOUTHWEST ELEVATION
1 : 200

GENERAL NOTES

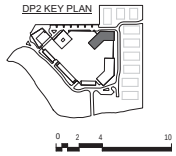
1. A Mech Screening System is intended on Tower 6 & 7 Roof. Tower 3 Roof Mech Units will be located inside the roof semi-open area part of the tower design.
   Refer to elevations.
2. More than 7 meters Clear Height is provided under each DP3 Bridges on South Road, and through the Amenity Lane under the parkade.
   Refer to elevations.
3. The DP2 Parkade is intended to be semi-open / cold (not heated);
   Parkade Intakes - Garage Doors and Openings incorporated in the parkake facade design will be used as Intakes.
   Parkade Exhaust - Will be located on the landscape roof.

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	**2021-06-25**	**ISSUED FOR DEVELOPMENT PERMIT**
2	2022-01-26	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE
3	2022-05-11	ISSUED FOR DEVELOPMENT PERMIT RESPONSE PACKAGE

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWER 7 - ELEVATION

Scale
1 : 200

Sheet Number
A-620

Project Status
Schematic Design

6/23/2021 7:02:01 PM BIM 360://10268137_2020-019_RE-HawathaTowers_2020/10268137_Hawatha_DP2_Tower 7_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWNHOMES - PERSPECTIVE

Scale
1 : 50

Sheet Number
A-700

Project Status
Schematic Design

6/24/2021 2:40:07 PM BIM 360://10268137_2020019_RE-Hiawatha/Towers_2020/10268137_Hiawatha_DP2_Townhomes 1_CENTRAL.rvt

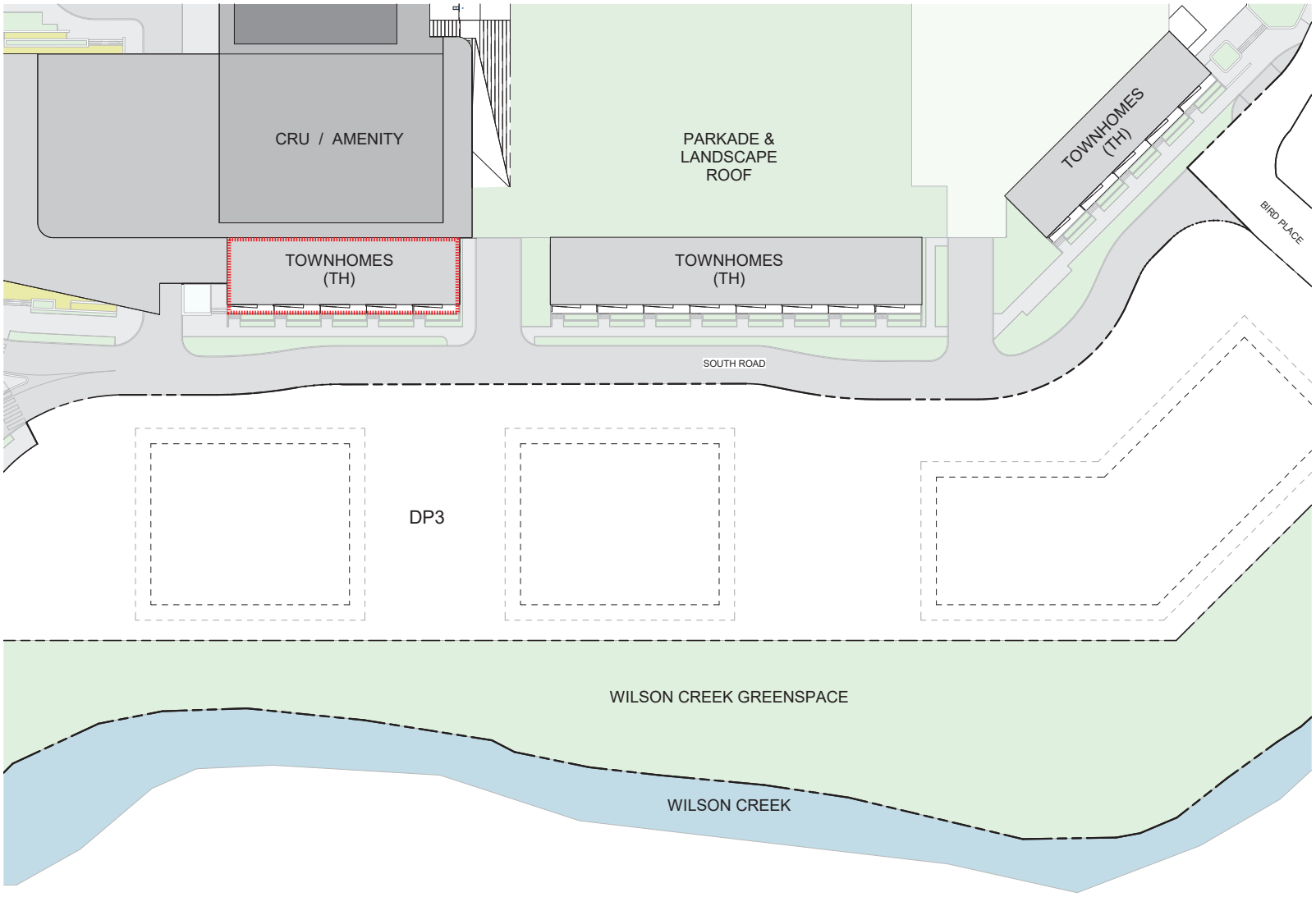
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING



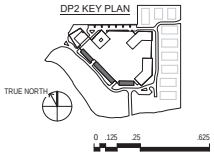
1 CONTEXT - TOWNHOMES - VIEW FROM ABOVE - PLAN
1 : 300

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
TOWNHOMES - CONTEXT

Scale
1 : 300

Sheet Number
A-701

Project Status
SCHEMATIC DESIGN

6/24/2021 2:43:41 PM BIM 360://10268137_20200915_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

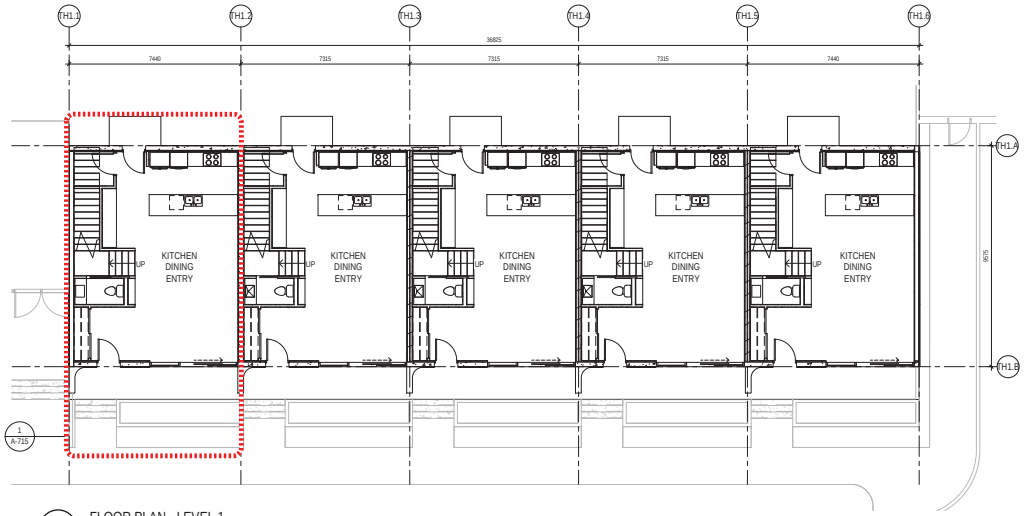
SCHEDULE A & B

This forms part of application

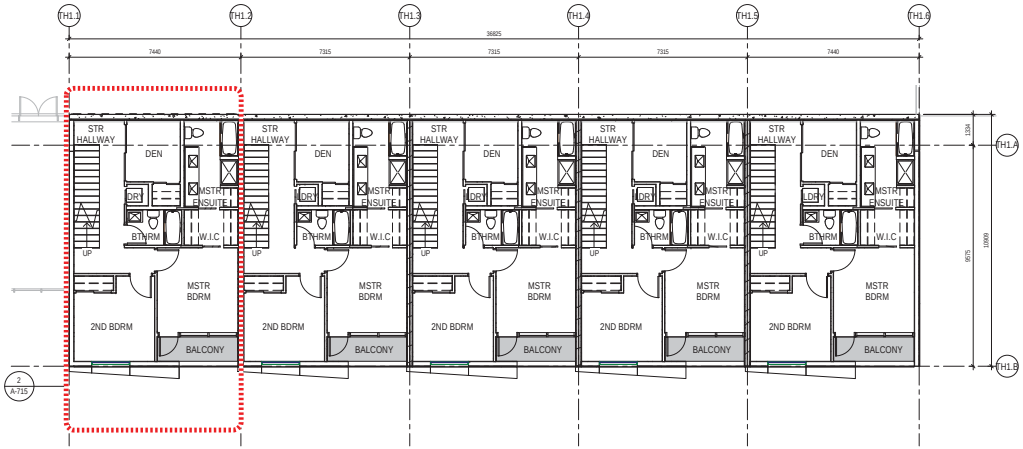
DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING



1 FLOOR PLAN - LEVEL 1
1 : 100



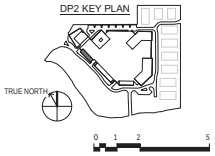
2 FLOOR PLAN - LEVEL 2
1 : 100

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWNHOME 1 - PLANS

Scale
1 : 100

Sheet Number
A-711

Project Status
Schematic Design

6/24/2021 4:35 PM BIM 360://10268137_2020019_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Townhomes 1_CENTRAL.rvt

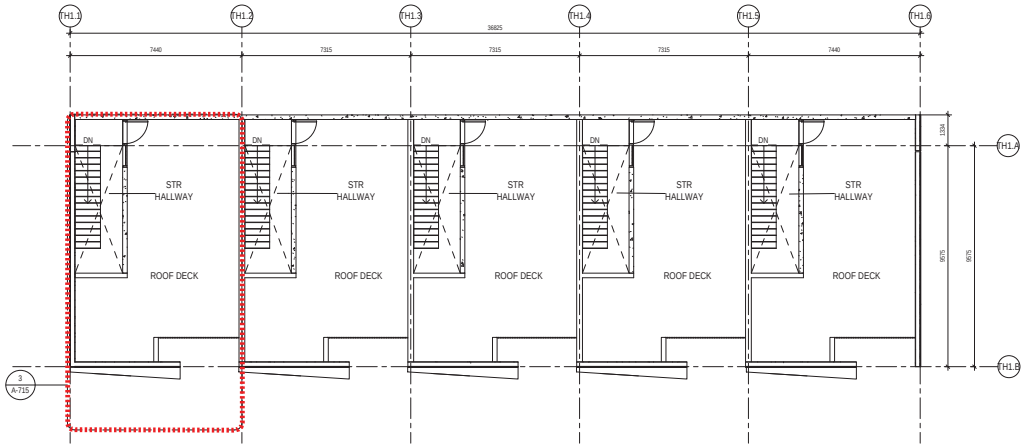
SCHEDULE A & B

This forms part of application

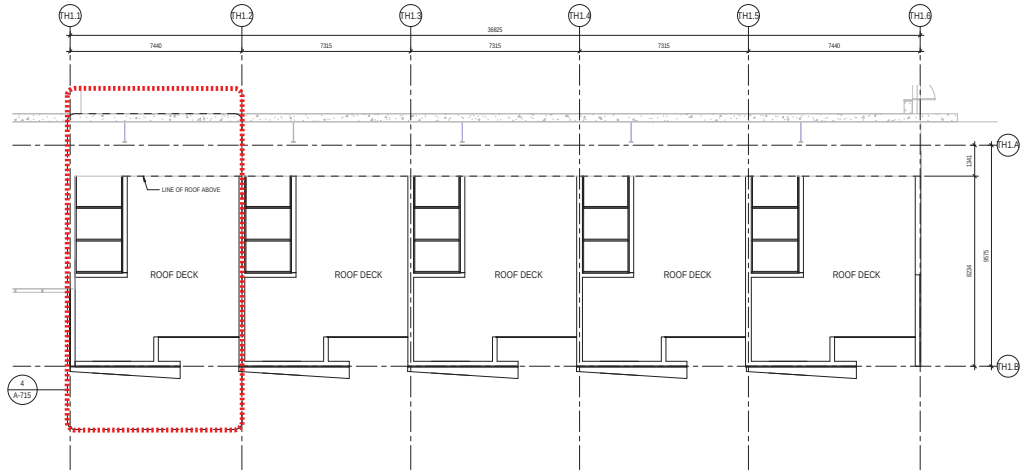
DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 FLOOR PLAN - LEVEL 3
1 : 100



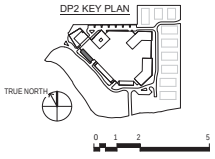
2 ROOF PLAN - LEVEL 4
1 : 100

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWNHOME 1 - PLANS

Scale
1 : 100

Sheet Number
A-712

Project Status
Schematic Design

6/24/2021 2:40:09 PM BIM 360://10268137_2020-019_RE-Hiawatha Towns_2020/10268137_Hiawatha_DP2_Townhomes 1_CENTRAL.rvt

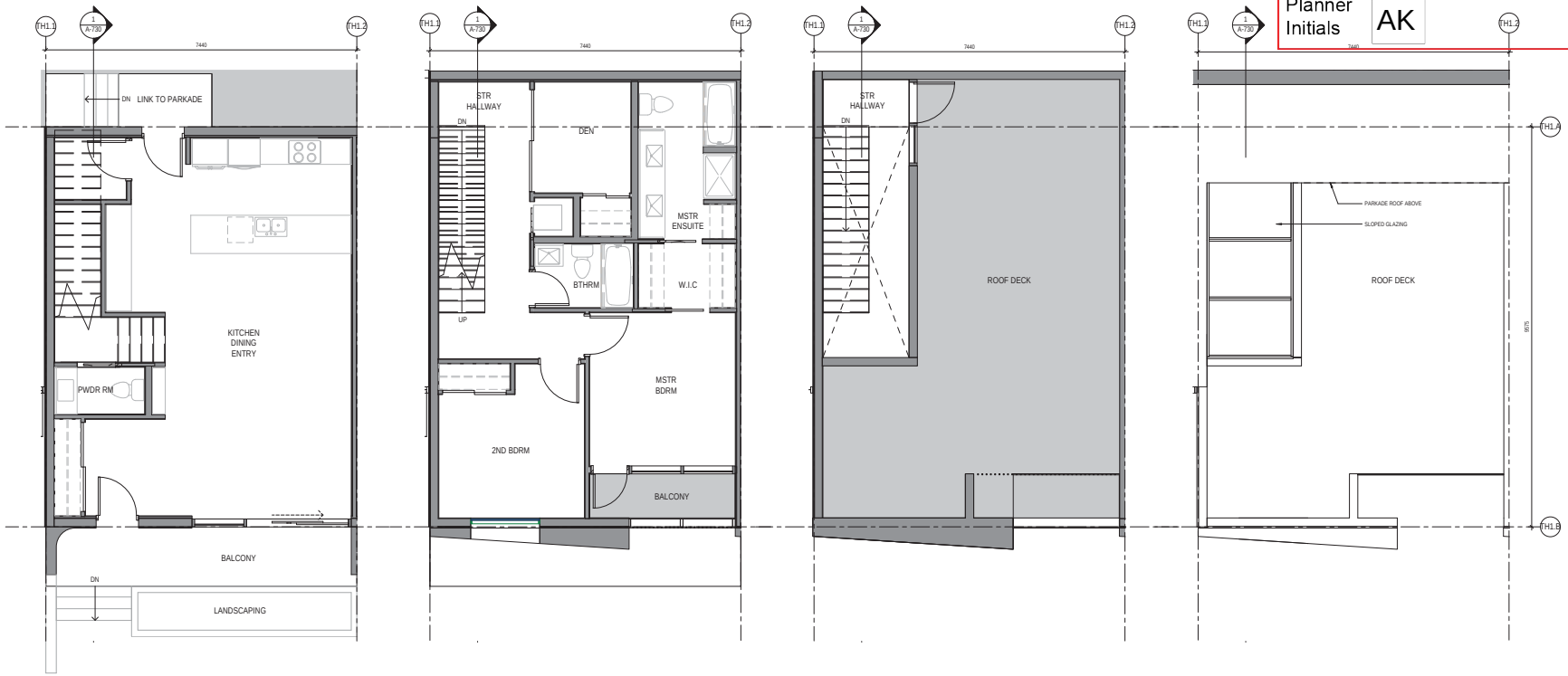
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 TH UNIT - FLOOR PLAN - LEVEL 1
1 : 50

2 TH UNIT - FLOOR PLAN - LEVEL 2
1 : 50

3 TH UNIT - FLOOR PLAN - LEVEL 3
1 : 50

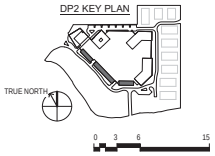
4 TH UNIT - ROOF PLAN
1 : 50

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137_2020-2019
Original Issue 25/06/21

Sheet Name
TOWNHOMES - ENLARGED PLANS

Scale
1 : 50

Sheet Number
A-715

Project Status
Schematic Design

6/24/2021 2:40:09 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Townhomes1_CENTRAL.rvt

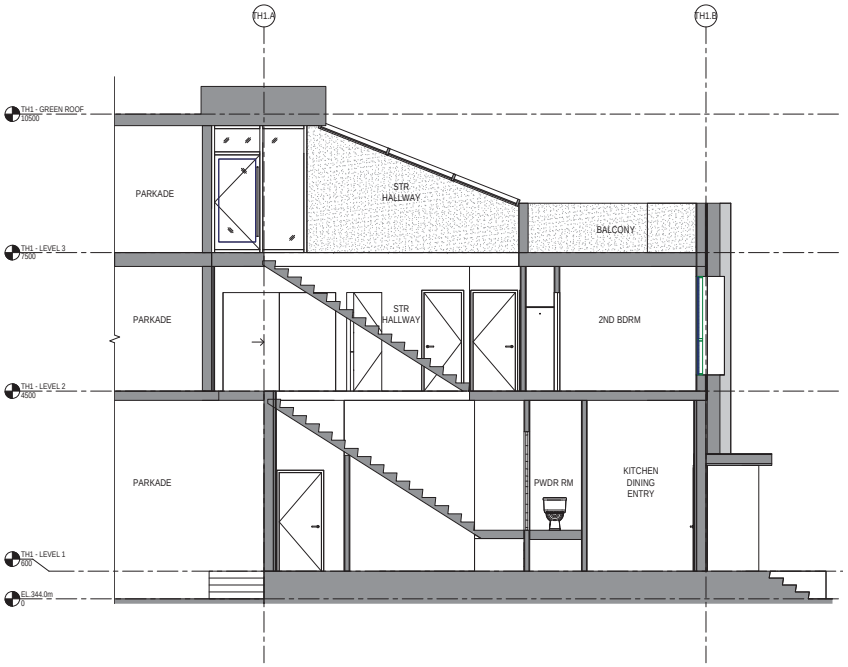
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING



1 TH UNIT - BUILDING SECTION - NORTH/SOUTH
1 : 50

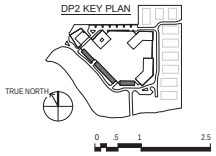
2 TH UNIT - ELEVATION - SOUTH - TH1
1 : 50

Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	NP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137_2020-2019
Original Issue	25/06/21

Sheet Name
TOWNHOMES - ELEVATION & SECTION

Scale
1 : 50

Sheet Number
A-730

Project Status
Schematic Design

6/24/2021 2:40:10 PM BIM 360://10268137_2020/019_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Townhomes 1_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

01 *footprints indicative of future DP3 building placement

02 *footprints indicative of future DP3 building placement

03

04 *shadow-massing indicative of future DP3 building placement

01-WEST AERIAL
02-SOUTH AERIAL
03-SOUTH AERIAL
04-NORTH AERIAL

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE
DEVELOPMENT - DP2

Project Manager	Al Bushby
Project Designer	Robert Cesnik
Project Architect	Robert Cesnik
Landscape Architect	WSP
Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | Checker

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT
2	2021-07-07	ISSUED FOR DEVELOPMENT PERMIT REV 1

Project Number 10268137
Original Issue 25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-800

Project Status
SCHEMATIC DESIGN

7/7/2021 11:10:27 AM BIM 360://10268137_2020-019_RE-HiawathaTowns_2020/10268137_Hiawatha_DP2_Parkside_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

05

06

07

08

05-SOUTH VIEW FROM LAKESHORE RD.
06-CRU STREET FRONTAGE
07-DEVELOPMENT ENRANCE
08-WEST VIEW FROM LAKESHORE RD.

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Project Architect	Robert Cesnik
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Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-801

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:27 PM BIM 360://10268137_20200919_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

09

10

11

12

09-WEST ELEVATION FROM LAKESHORE RD.
10-AERIAL - TOWER 3 + AMENITY ENTRANCE DROP-OFF
11-TOWER 3 + AMENITY ENTRANCE
12-TOWER 3 + AMENITY ENTRANCE DROP-OFF

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Project Architect	Robert Cesnik
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Civil Engineer	Aplin Martin Consultants
Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-802

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

13

14

15

16

13-SOUTH ROAD TOWNHOMES
14-SOUTH ROAD TOWNHOMES
15-SOUTH ROAD TOWNHOMES
16-BIRD PLACE ENTRY VIEW

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Project Architect	Robert Cesnik
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Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-803

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Parkside_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

17

18

19

20

17-TOWER 6
18-TOWER 6
19-AERIAL - TOWER 6+7
20-AERIAL - TOWER 6+7

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Penticton, BC, V2A 2V6

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CD24
LAKESHORE DEVELOPMENT
DP2

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Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number 10268137
Original Issue 25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-804

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_2020-019_RE-HiawathaTowers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

21

22

23

24

21-LANDSCAPE ROOF AMENITY
22-VIEW OF AMENITY PAVILION FROM CENTRAL LAWN
23-CROSS-LAMINATED TIMBER PAVILION
24-TOWER 3 FROM LANDSCAPE ROOF

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-806

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_20200919_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Perkins&_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING

25

26

27

28

25-MAIN POOL AMENITY DECK - WEST VIEW OF OKANAGAN LAKE
26-MAIN AMENITY DECK - EAST VIEW OF LANDSCAPE ROOF
27-VIEW OF TOWER 6 FROM LANDSCAPE ROOF
28-TOWER 6+7 AND LANDSCAPE ROOF

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

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CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-806

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_20200919_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Perkoke_CENTRAL.rvt

SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING

*Architectural concept renderings - number of building stories has been reduced from 18 to 17 stories (*scale, proportion and height are unchanged*)

29

30

29-VIEW OF TOWER 3+7 FROM LANDSCAPE ROOF
30-AERIAL FROM NORTH

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Landscape Architect	WSP
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Structural Engineer	Glotman Simpson
Mechanical Engineer	TBD
Electrical Engineer	TBD
Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
PERSPECTIVE

Scale

Sheet Number
A-807

Project Status
SCHEMATIC DESIGN

6/23/2021 6:58:28 PM BIM 360://10268137_20200919_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

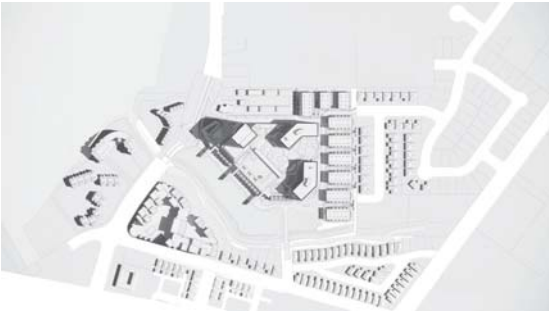
SCHEDULE A & B

This forms part of application

DP21-0183

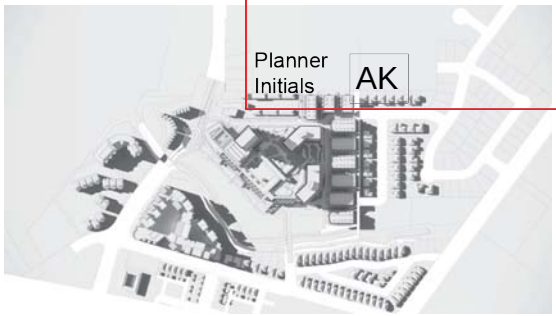
Planner Initials AK

City of Kelowna
DEVELOPMENT PLANNING

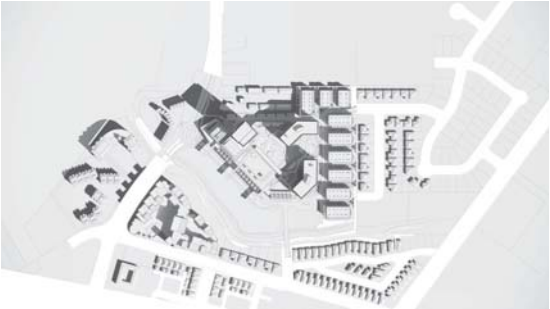


1 SUMMER SHADOWS - AM
N.T.S.

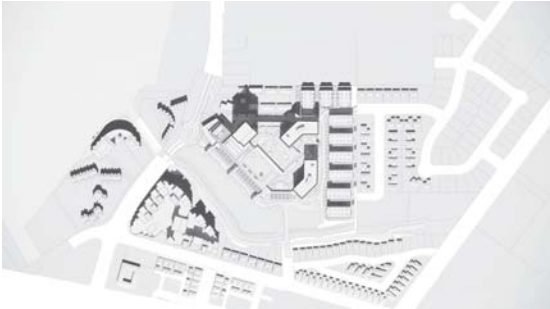
2 SUMMER SHADOWS - NOON
N.T.S.



3 SUMMER SHADOWS - PM
N.T.S.



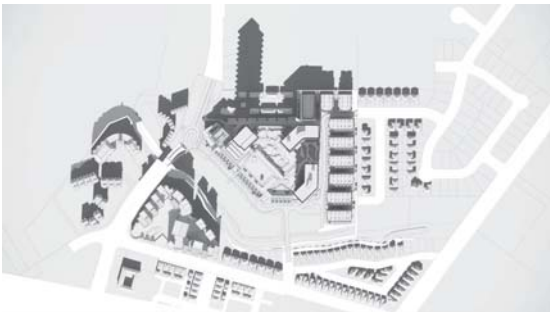
4 EQUINOX SHADOWS - AM
N.T.S.



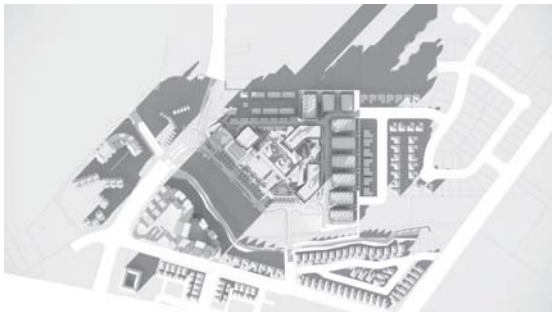
5 EQUINOX SHADOWS - NOON
N.T.S.

6 EQUINOX SHADOWS - PM
N.T.S.

7 WINTER SHADOWS - AM
N.T.S.



8 WINTER SHADOWS - NOON
N.T.S.



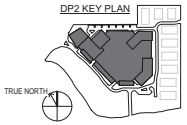
9 WINTER SHADOWS - PM
N.T.S.

HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

DP2 KEY PLAN



Project Manager	Al Bushby
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Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.
Sheet Reviewer	RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10268137
Original Issue	25/06/21

Sheet Name
SHADOW ANALYSIS

Scale

Sheet Number
A-810

Project Status
SCHEMATIC DESIGN

6/22/2021 6:08:09 PM BIM 360://10268137_20200919_RE-Hiawatha Towers_2020/10268137_Hiawatha_DP2_Parkade_CENTRAL.rvt

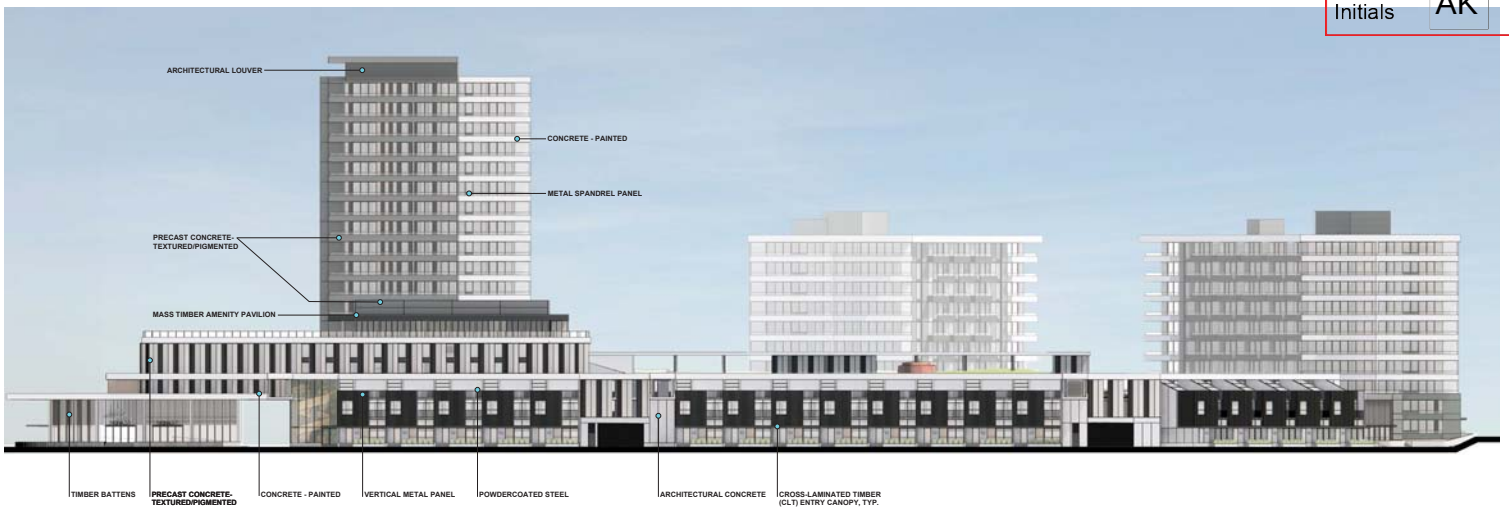
SCHEDULE A & B

This forms part of application

DP21-0183

Planner Initials AK

City of Kelowna DEVELOPMENT PLANNING



HDR Penticton Studio
210 Hastings Ave
Penticton, BC, V2A 2V6

Westcorp

CD24
LAKESHORE DEVELOPMENT
DP2

Project Manager	Al Bushby
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Project Architect	Robert Cesnik
Landscape Architect	WSP
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Plumbing Engineer	TBD
Geotechnical Engineer	Geo Pacific Engineering Inc.
Envelope Consultant	TBD
Code Consultant	GHL Consultants Ltd.

Sheet Reviewer | RP

MARK	DATE	DESCRIPTION
1	2021-06-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number	10288137
Original Issue	25/06/21

Sheet Name
MATERIAL BOARD

Scale

Sheet Number
A-811

Project Status
SCHEMATIC DESIGN

6/23/2021 6:08:09 PM BIM 360://10288137_2020/10288137_Hiawatha_DP2_Parkade_CENTRAL.rvt

SCHEDULE C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

DRAWING LIST

L01	COVER & DRAWING LIST
L02	LANDSCAPE MASTERPLAN
L03	ENTRY AREA ENLARGEMENT
L04	TOWER 3 DROP OFF ENLARGEMENT
L05	EAST ROAD ENLARGEMENT
L06	SOUTH ROAD ENLARGEMENT
L07	UPPER PODIUM SOUTH GARDEN ENLARGEMENT
L08	UPPER PODIUM NORTH GARDEN ENLARGEMENT
L09	LOWER PODIUM GARDEN ENLARGEMENT
L10	POOL AREA ENLARGEMENT
L11	TREES PLANTING PALETTE AND IMAGERY
L12	SHRUBS PLANTING PALETTE AND IMAGERY
L13	PERENNIALS PLANTING PALETTE AND IMAGERY
L14	CHARACTER IMAGERY
L15	HYDROZONE PLAN

LAKESHORE DEVELOPMENT LANDSCAPE

wsp Westcorp

SCHEDULE C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

Westcorp

REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
01	2021-06-25	ISSUED FOR DP	
00	2021-06-07	PROGRESS DRAWING	

CONSULTANT

wsp

PERMIT STAMP

SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

LANDSCAPE MASTERPLAN

DRAWING ISSUE

PROJECT NO. 19M-01719-01 | PLOT DATE 2021.06.25 | SCALE 1 : 500 | DRAWN AP | REVIEWED AS

DRAWING NO. L02 | REVISION

SCHEDULE C

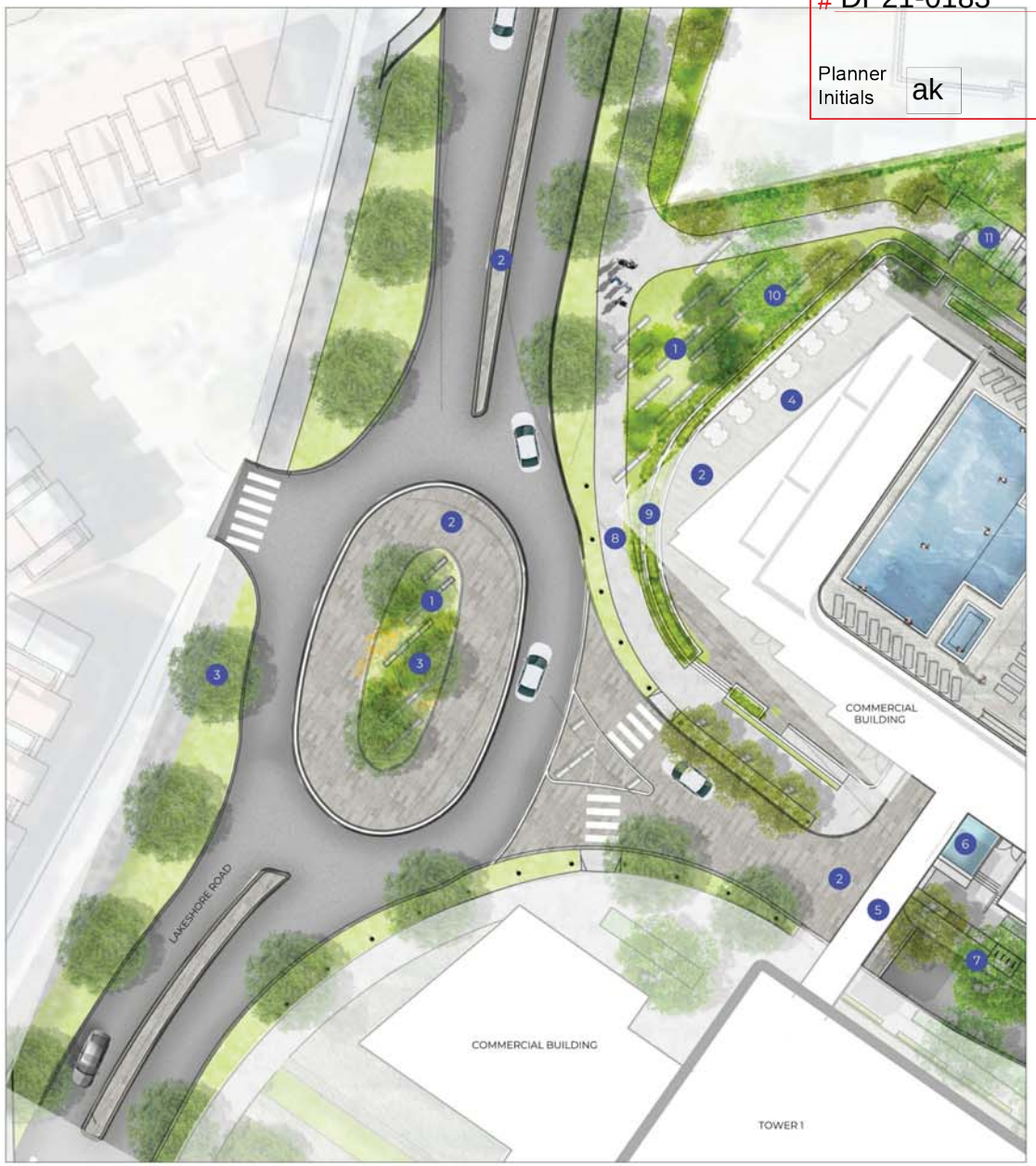
This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

1. LINEAR PRECAST CONCRETE ELEMENTS (VARYING HEIGHTS 100mm X 400mm
2. VEHICULAR PAVERS BLENDED COLORS
3. 120mm CAL. AUTUMN BLAZE TREES TREES TO MATCH EXISTING
4. ELEVATED COMMERCIAL TERRACE
5. SKYBRIDGE ABOVE
6. LOBBY WATER FEATURE
7. BIKE RACKS
8. CONCRETE PAVING
9. EVERGREEN BOXWOOD HEDGES AROUND BUILDING FOUNDATION
10. MIXED LAYERED TREE PLANTING AND LINEAR ORNAMENTAL LOW PLANTING
11. TOWER 3 ENTRY WALK
12. SOD BOULEVARD TO MATCH EXISTING LAKESHORE TREATMENT
13. POTENTIAL VEHICULAR BOLLARDS



NORTH

0 1 2 3 4 5 10m

SCALE 1:200

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE
01	2021-06-25	ISSUED FOR DP
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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

ENTRY AREA ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
	SCALE 1:200	REVIEWED AS

DRAWING NO. L03

REVISION

SCHEDULE C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

1. BREEZEWAY ENTRY
2. PARKADE ENTRY
3. FEATURE FOUNTAIN
4. SPECIMEN JAPANESE MAPLE AT ENTRY
5. 100mm X 400mm VEHICULAR PAVERS BLENDED COLORS
6. BANDED CONCRETE PAVING WITH DIFFERENTIAL FINISHES
7. BIKE RACKS
8. PRECAST CONCRETE LINEAR ELEMENTS (VARYING HEIGHTS)
9. EVERGREEN BOXWOOD HEDGES AROUND BUILDING FOUNDATION
10. MIXED, LAYERED TREE PLANTING AND LINEAR ORNAMENTAL LOW PLANTING
11. NEW TALL CEDAR HEDGE ALONG NORTH BOUNDARY

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01	2021-06-25	ISSUED FOR DP	
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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

TOWER 3 DROP OFF

DRAWING ISSUE

PROJECT NO	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE	1 : 200	REVIEWED AS

DRAWING NO. L04

REVISION

SCHEDULE C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

1. PARKADE AND PODIUM ACCESS
2. RAISED PLANTERS WITH EVERGREEN HEDGE AT GROUD FLOOR PATIOS
3. ZELKOVA SERRATA STREET TREES
4. FLUSH CURB ROAD CONDITION
5. 100mm X 400mm VEHICULAR PAVERS BLENDED COLORS
6. TERRACED CONCRETE PLANTERS WITH RIBBED FORM LINER FINISH
7. MIXED SHRUB, GRASS AND PERENNIAL UNDERSTORY
8. NEW TALL CEDAR HEDGE ALONG NORTH BOUNDARY
9. BIKE RACKS
10. CANTILEVERED PODIUM OVERLOOK
11. SEATING NODE
12. PRECAST LINEAR CONCRETE ELEMENTS
13. MIXED SHRUB, GRASS AND PERENNIAL UNDERSTORY

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01	2021-06-25	ISSUED FOR DP	
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PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

EAST ROAD ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE	1 : 400	REVIEWED AS

DRAWING NO. L05 REVISION

SCHEDULE C

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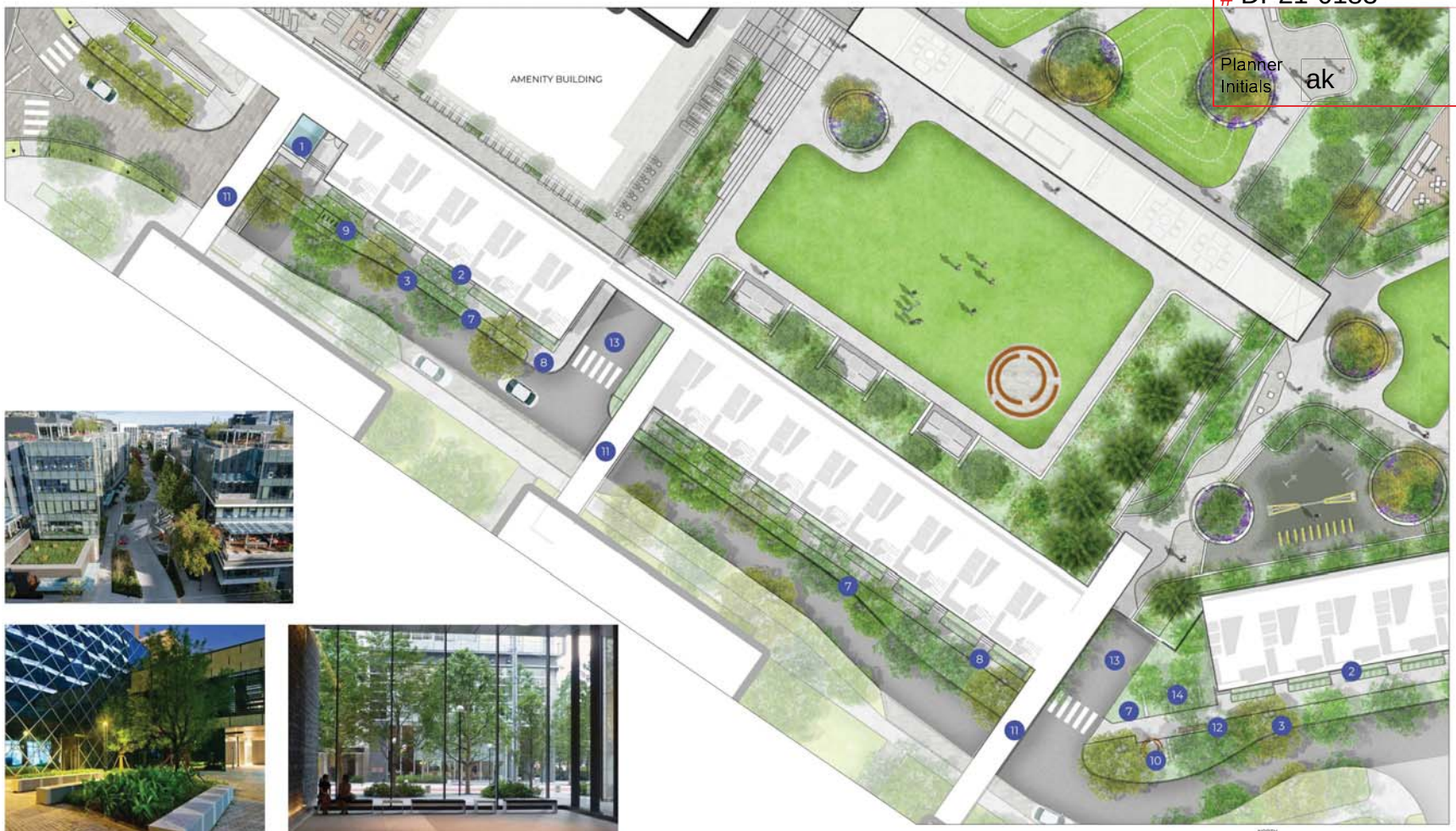
DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING



1. LOBBY WATER FEATURE
2. ELEVATED TOWNHOME PATIOS WITH EVERGREEN PRIVACY HEDGES
3. MIXED SPECIES STREET TREE PLANTING
4. FLUSH CURB ROAD CONDITION
5. 100mm X 400mm VEHICULAR PAVERS BLENDED COLORS
6. TERRACED CONCRETE PLANTERS WITH RIBBED FORM LINER FINISH
7. MIXED SHRUB, GRASS AND PERENNIAL UNDERSTORY
8. CONCRETE SIDEWALKS
9. BIKE RACKS
10. SCULPTURE
11. SKYBRIDGE
12. SEATING NODE
13. PARKADE ENTRANCE
14. PRECAST LINEAR CONCRETE ELEMENTS

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
01	2021-06-25	ISSUED FOR DP	
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SEAL

PROJECT
Hiawatha Lands Lakeshore Road
KELOWNA, B.C., CANADA

DRAWING TITLE
SOUTH ROAD ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE	1 : 250	REVIEWED AS

DRAWING NO. L06 REVISION

SCHEDULE C

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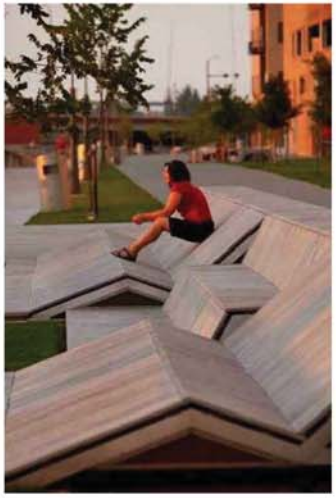
DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING



NORTH

0 1 2 3 4 5 10m SCALE 1:200

1. AMMENITY PAVILION
2. FEATURE SCULPTURE
3. ARTICULATED TIMBER LOUNGERS
4. FLEX LAWN SPACE
5. FEATURE STAIRCASE
6. CONCRETE PAVING
7. VIEWING TERRACE
8. ORNAMENTAL GRASSLAND PLANTING
9. FEATURE SCOTS PINE
10. RAISED CIRCULAR PLANTER WITH TREES AND ACCENT PLANTING
11. LEVEL 3 ACCESS STAIRCASE
12. PARKADE STAIRCASE AND ELEVATOR
13. TERRACED CONCRETE WALLS WITH RIBBED FORMLINER FINISH
14. OUTDOOR KITCHEN AND DINING AREA
15. COVERED LOUNGE AREA

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

SOUTH GARDEN ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE	1 : 200	REVIEWED AS

DRAWING NO. L07

REVISION

SCHEDULE C

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DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

1. AMMENITY PAVILION
2. MOUNDED LAWN AREAS
3. PLAZA SPACE WITH OUTDOOR OFFICE TABLES
4. LONG LINEAR FEATURE BENCHES
5. UNIT PAVERS
6. RAISED CIRCULAR PLANTER WITH TREES AND ACCENT PLANTING
7. OUTDOOR TABLE TENNIS AREA
8. SUNSET TERRACE AREA
9. MIXED AND LAYERED PODIUM "FOREST AREA"
10. TOWER 6 ENTRY

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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

UPPER PODIUM NORTH GARDEN ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE	1 : 250	REVIEWED AS

DRAWING NO. L08

REVISION

SCHEDULE C

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DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

1. AMMENITY PAVILION
2. LAWN AREAS
3. ELEVATED DECK SPACES WITH OUTDOOR OFFICE TABLES AND LOOSE SEATING
4. LONG LINEAR FEATURE BENCHES
5. UNIT PAVERS
6. RAISED CIRCULAR PLANTER WITH TREES AND ACCENT PLANTING
7. OUTDOOR ADULT FITNESS AREA
8. SKYBRIDGE AND PARKADE ACCESS POINTS
9. TOWER 7 LOBBY
10. TERRACED CONCRETE RETAINING WALLS WITH RIBBED FORM LINER FINISH
11. EXTENDED PRIVATE PATIOS
12. CANTILEVERED PODIUM OVERLOOK
13. L3/L4 STAIRCASE
14. GROUDFLOOR PODIUM ACCESS LOBBY

NORTH

0 1 2 5 10m
SCALE 1:250

Westcorp

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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

LOWER GARDEN ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE		REVIEWED
1 : 250		AS

DRAWING NO. L09

REVISION

SCHEDULE C

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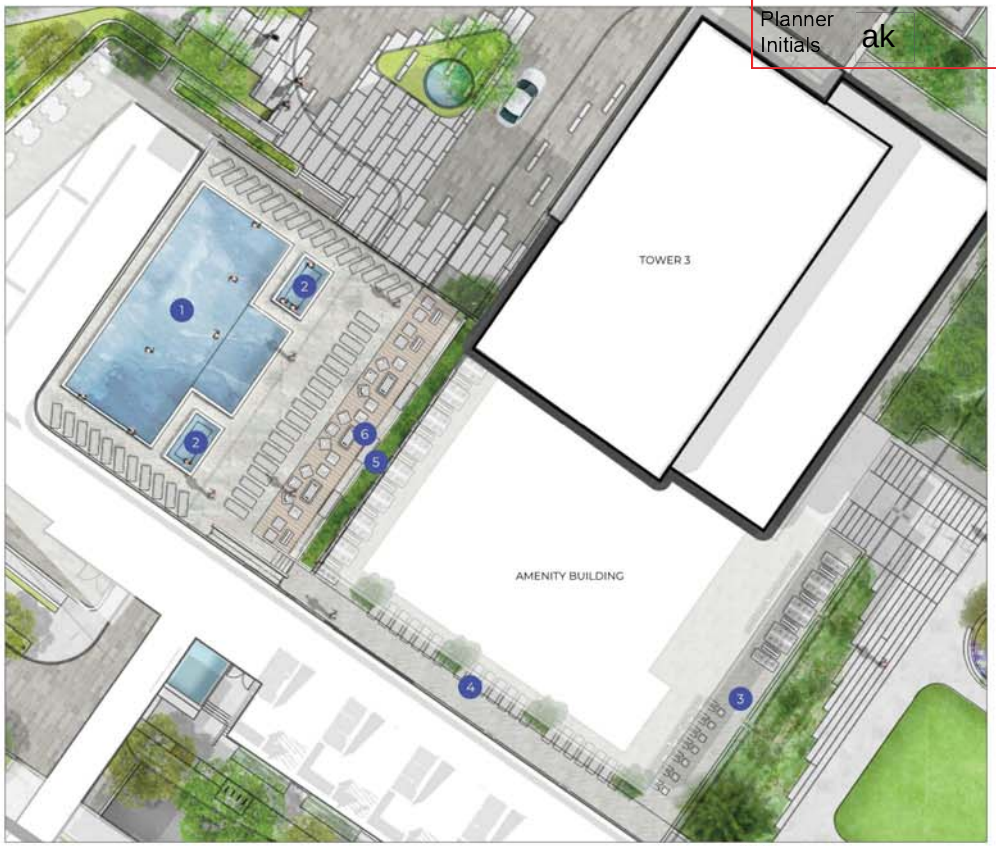
DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING



NORTH 0 1 2 3 4 5 10m SCALE 1:200

1. ZERO EDGE SWIMMING POOL WITH SUNNING LEDGE
2. SPA
3. VIEWING TERRACE
4. SPILL OVER POOL LOUNGE SEATING
5. PLANTER AREA TRANSITIONING 2'-0" LEVEL DIFFERENCE IN DECK AREAS
6. FEATURE LOUNGE AREA WITH EXTENDED BENCH AND FIREPLACES

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PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

POOL AREA ENLARGEMENT

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
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SCALE		REVIEWED
1 : 200		AS

DRAWING NO. L10 REVISION

SCHEDULE C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

Acer freemanii 'Autumn Blaze'

Acer Ginnala 'Flame'

Acer griseum

Acer palmatum

Amelanchier grandiflora 'Autumn Brilliance'

Betula nigra -'Dura Heat'

Carpinus caroliniana

Cercidiphyllum japonicum

Cercis canadensis

Cornus 'Starlight'

Craetagus crus galli inermis

Ginkgo biloba 'Autumn Gold'

Gleditsia Skyline

Magnolia acuminata 'Butterflies'

Parrotia persica Vanessa

Pinus sylvestris wateri

Pinus_sylvestris

Quercus coccinea

Tilia cordata 'Corinthian'

Zelkova serrata 'Green Vase'

REPRESENTATIVE PLANTING LIST

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	Mature Plant Size (Ht.xWd.)
TREES DECIDUOUS				
Acer freemanii 'Autumn Blaze'	Freeman Maple	6cm Cal	B&B	15.0m x 12.0m
Acer Ginnala 'Flame'	Flame Maple	4cm Cal	B&B	6.0m x 6.0m
Acer griseum	Paper Bark Maple	6cm Cal	B&B	8.0m x 6.0m
Acer palmatum	Japanese Maple	4cm Cal	B&B	6.0m x 6.0m
Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	4cm Cal	B&B	4.0m x 4.0m
Betula nigra "Dura-heat"	River Birch	6cm Cal	B&B	10.0m x 8.0m
Carpinus caroliniana	American Hornbeam	6cm Cal	B&B	7.0m x 7.0m
Cercidiphyllum japonicum	Katsura Tree	6cm Cal	B&B	12.0m x 7.5m
Cercis canadensis	Eastern Redbud	4cm Cal	B&B	6.0m x 6.0m
Cornus 'Starlight'	Starlight Dogwood	6cm Cal	B&B	10.0m x 7.0m
Craetagus crus-galli inermis	Thornless Cockspur Hawthorn	4cm Cal	B&B	6.0m x 6.0m
Ginkgo biloba 'Autumn Gold'	Maidenhair Tree	6cm Cal	B&B	12.0m x 8.0m
Gleditsia Skyline	Skyline Honeylocust	4cm Cal	B&B	
Magnolia acuminata 'Butterflies'	Magnolia Butterflies	4cm Cal	B&B	8.0m x 3.0m
Parrotia persica 'Vanessa'	Persian Ironwood	6cm Cal	B&B	5.0m x 3.0m
Pinus sylvestris 'Watereri'	Scotch Pine	3.5m HGT		6.0m x 4.5m
Pinus sylvestris	Scotch Pine	3.5m HGT		
Quercus coccinea	Scarlet Oak	6cm Cal	B&B	21.0m x 15.0m
Tilia cordata 'Corinthian'	Corinthian Linden	6cm Cal	B&B	12.0m x 5.0m
Zelkova serrata 'Green Vase'	Japanese Zelkova	6cm Cal	B&B	20.0m x 12.0m
SHRUBS				
Amelanchier alnifolia 'Regent'	Serviceberry	#02	Potted	1.2m x 1.2m
Arctostaphylos uva-ursi	Kinnikinnick	#02	Potted	0.2m x 0.6m
Aronia melanocarpa 'low scape mound'	Low Scape Mound Aronia	#02	Potted	0.45m x 0.45m
Buxus 'Green Gem'	Boxwood	#02	Potted	0.9m x 0.9m
Deutzia "Chardonnay Pearls"	Slender deutzia	#02	Potted	0.6m x 0.6m
Euonymus alatus 'Compacta'	Dwarf Burning Bush	#02	Potted	1.8m x 2.4m
Fothergilla major 'Mt airy'	Dwarf Fothergilla	#02	Potted	0.9m x 0.9m
Juniperus 'Calgary Carpet'	Calgary Carpet Juniper	#02	Potted	0.3m x 3.0m
Mahonia nervosa	Cascade Oregon Grape	#02	Potted	0.6 x 1.2m
Pachysandra terminalis	Japanese Pachysandra	#02	Potted	0.2m x 0.3m
Pachystima canbyi	Cliff Green	#02	Potted	0.2m x 0.9m
Pinus mugo 'Sherwood Compact'	Sherwood Compact Mugo Pine	#02	Potted	0.9m x 1.2m
Pinus Mugo Slowmound	Dwarf Mountain Pine	#02	Potted	0.9m x 1.5m
Rhododendron 'Purple Gem'	Purple Gem Rhododendron	#02	Potted	0.6m x 0.9m
Rhododendron x marjatta 'Pohjola's	Pohjola's Daughter Rhododendron	#02	Potted	0.6m x 0.9m
Spiraea 'Tor Gold'	Birchleaf spirea	#01	Potted	0.9m x 0.9m
Taxus cuspidata 'Emerald Spreader'	Emerald Spreader Yew	#02	Potted	0.9m x 3.0m
Taxus media 'Hicksii'	Yew	#02	Potted	3.0m x 1.5m
Thuja occidentalis 'Smaragd'	American Arbovitae	#02	Potted	3.6m x 0.9m
Viburnum plicatum 'Summer Snowflake'	Summer snowflake viburnum	#02	Potted	1.8m x 2.4m
ORNAMENTAL GRASSES / PERENNIALS / GROUNDCOVER & VINES				
Anemone sylvestris		#01	Potted	0.9m x 0.3m
Bergenia cordifolia 'Bressingham Ruby'	Winterglow Heart-Leaved Bergenia	#01	Potted	0.6m x 0.6m
Bergenia-'Pink-Dragonfly'	Elephant's Ears	#01	Potted	0.25m x 0.25m
Bouteloua Blond ambition	Blue Grama	#01	Potted	0.25m x 0.25m
Deschampsia 'cespitosa 'Goldtau'	Golden Dew Tufted Hair Grass	#01	Potted	0.45m x 0.6m
Dryopteris erythrosora 'Brilliance'	Autumn Fern	#01	Potted	0.3m x 0.3m
Echinacea purpurea 'Virgin'	Purple Coneflower	#01	Potted	0.45m x 0.3m
Festuca glauca	Festuca glauca	#01	Potted	0.3m x 0.3m
Festuca idahoensis 'Siskiyou Blue'	Siskiyou Blue Idaho Fescue Grass	#01	Potted	0.3m x 0.3m
Fragaria chiloensis	Beach Strawberry	#01	Potted	0.1m x 0.6m
Geranium cantabrigiense 'Biokovo'	Hardy Geranium	#01	Potted	0.15m x 0.15m
Hakonochloa "All Gold"	Hapanese Hakone Grass	#01	Potted	0.25m x 0.3m
Hosta 'Blue Mouse Ears'	Hosta	#01	Potted	0.15m x 0.25m
Iris pumila 'Cinderella Sunshine'	Dwarf Yellow Iris	#01	Potted	0.3m x 0.3m
Iris sibirica 'Ruffled Velvet'	Siberian Iris	#01	Potted	0.6m x 0.6m
Lavandula angustifolia 'Hidcote'	Lavender Hidcote	#01	Potted	0.3m x 0.3m
Polystichum munitum	Western Sword Fern	#01	Potted	0.6m x 0.6m
Rudbeckia fulgida var. sullivantii 'Little Goldstar'	Black-Eyed Susan	#01	Potted	0.3m x 0.30m
Sesleria Autumnaliss	Autumn Moor Grass	#01	Potted	0.25m x 0.15m
Sporobolus heterolepis	Prairie Dropseed	#01	Potted	0.6m x 0.6m
Vinca minor	Common Periwinkle	#01	Potted	0.15m x 0.45m

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PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

TREES PLANTING PALETTE AND IMAGERY

DRAWING ISSUE

PROJECT NO. 19M-01719-01
PLOT DATE 2021.06.25
SCALE 1 : 500
DRAWN AP
REVIEWED AS
DRAWING NO. L11
REVISION

SCHEDULE C

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DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

Amelanchier alnifolia "Regent"

Arctostaphylos uva-ursi

Aronia melanocarpa
'low scape mound'

Buxus 'Green Gem'

Deutzia 'Chardonnay Pearls'

Euonymus alatus 'Compacta'

Fothergilla major 'Mt airy'xus
'Green Gem'

Juniperus
'Calgary Carpet'

Mahonia nervosa

Pachysandra terminalis

Pachystima canbyi

PInus mugo
'Sherwood Compact'

Pinus Mugo
Slowmound

Rhododendron 'Purple Gem'

Rhododendron x marjatta
'Pohjola's

Spiraea 'Tor Gold'

Taxus cuspidata
'Emerald Spreader'

Taxus media 'Hilli'

Thuja occidentalis
'Smaragd'

Viburnum plicatum
'Summer Snowflake'

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PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

SHRUBS PLANTING PALETTE AND IMAGERY

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE		REVIEWED
1 : 500		AS

DRAWING NO. L12

REVISION

SCHEDULE C

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DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

Achillea 'Terracotta'

Anemone sylvestris

Bergenia cordifolia 'Bressingham Ruby'

Bergenia-'Pink-Dragonfly'

Bouteloua gracilis 'Blond ambition'

Briza media

Crocus yellow mammoth

Deschampsia cespitosa 'Goldtau'

Dryopteris erythrosora 'Brilliance'

Echinacea purpurea 'Virgin'

Festuca glauca

Festuca idahoensis 'Siskiyou Blue'

Fragaria chiloensis

Galanthus

Geranium cantabrigiense 'Biokovo'

Hakonochloa_All_Gold

Helleborus hybrids

Hosta 'Blue Mouse Ears'

Iris pumila 'Cinderella Sunshine'

Iris reticulata

Iris sibirica 'Ruffled Velvet'

Lavandula angustifolia 'Hidcote'

Narcissus-Thalia

Polystichum munitum

Rudbeckia fulgida var. sullivantii 'Little Goldstar'

Sesleria Autumnaliss1

Sporobolus heterolepis

Salvia nemorosa 'Caradonna'

Schizachyrium scoparium 'Prairie Munchkin'

Vinca minor

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REV.	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW
01	2021-06-25	ISSUED FOR DP	
00	2021-06-07	PROGRESS DRAWING	

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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

PERENNIALS PLANTING PALETTE AND IMAGERY

DRAWING ISSUE

PROJECT NO. 19M-01719-01
PLOT DATE 2021.06.25
SCALE 1 : 500
DRAWN AP
REVIEWED AS
DRAWING NO. L13
REVISION

SCHEDULE C

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DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

LINEAR PRECAST CONCRETE ELEMENTS

LINEAR PRECAST CONCRETE ELEMENTS

CORTEN EDGING DETAILS

CRUSHED BASALT PAVING

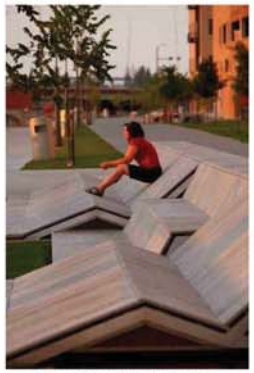
FEATURE DECK AREAS

REFINED POOL AND LOUNGE FURNISHING AREAS

LINEAR PLANK PAVERS

LONG LINEAR WOOD BENCHES

LOOSE SEATING



WOODEN CHAISE LOUNGE

CONCRETE PAVING WITH DIFFERENT FINISHES

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PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

MATERIAL AND FURNITURE CHARACTER IMAGERY

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
SCALE		REVIEWED
1 : 500		AS

DRAWING NO. L14

REVISION

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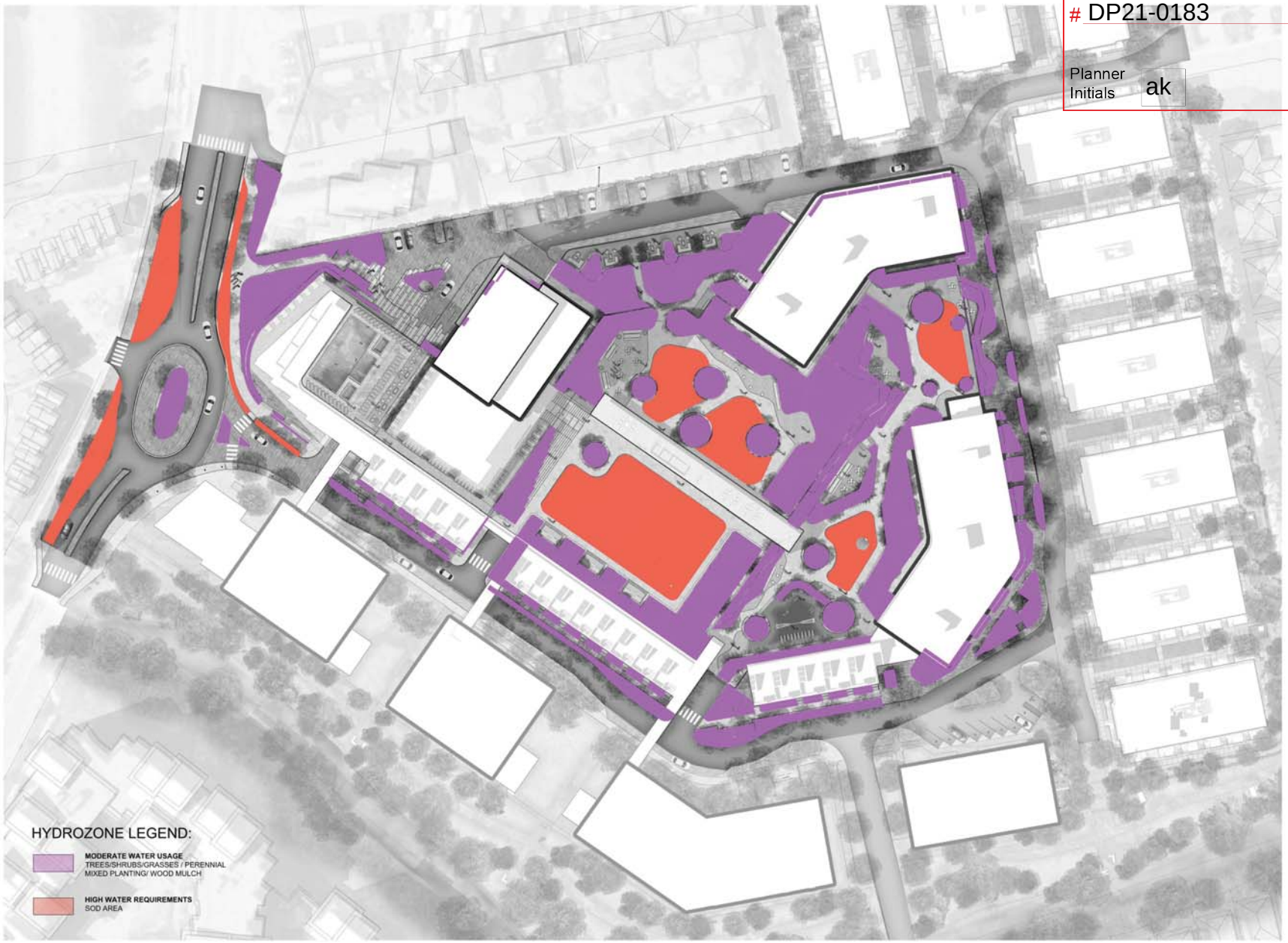
Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING



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SEAL

PROJECT

Hiawatha Lands Lakeshore Road

KELOWNA, B.C., CANADA

DRAWING TITLE

HYDROZONE PLAN

DRAWING ISSUE

PROJECT NO.	PLOT DATE	DRAWN
19M-01719-01	2021.06.25	AP
	SCALE 1 : 500	REVIEWED AS

DRAWING NO. L15 REVISION

ATTACHMENT
This forms part of application
DP21-0183
Planner Initials ak
City of Kelowna
DEVELOPMENT PLANNING

FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES

Chapter 2 - The Design Foundations : apply to all projects and provide the overarching principles for supporting creativity, innovation and design excellence in Kelowna.

- Facilitate Active Mobility
- Use Placemaking to Strengthen Neighbourhood Identity
- Create Lively and Attractive Streets & Public Spaces
- Design Buildings to the Human Scale
- Strive for Design Excellence

The General Residential and Mixed Use Guidelines : provide the key guidelines that all residential and mixed use projects should strive to achieve to support the Design Foundations.

- The General Guidelines are supplement by typology-specific guidelines (e.g., Townhouses & Infill on page 18-19, High-Rise Residential and Mixed-Use on page 18-42), which provide additional guidance about form and character.

Chapter 2 - Design Foundations
Apply To All Projects
Page 18-8

Section 2.1 - General Residential and Mixed Use Design Guidelines
Page 18-9

Section 2.2 - Achieving High Performance
Page 18-17

Chapter 3 Townhouses & Infill	Chapter 4 Low & Mid-Rise Residential & Mixed Use	Chapter 5 High-Rise Residential & Mixed Use
Page 18-19	Page 18-34	Page 18-42

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

ATTACHMENT B
This forms part of application DP21-0183
DP21-0183 September 19th 2022
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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						
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.						✓
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						

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RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE *(1 is least complying & 5 is highly complying)*	N/A	1	2	3	4	5
Proposed residential building façade has a length of 60m (40m 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.	✓					
Seven to Twelve Storey Buildings						
Proposed building is provided with a 2-3 storey podium at the base of the building.					✓	
Built form's upper storeys have a minimum 2m stepback and more generous upper storey terraces facing south, and west are provided.						✓
Minimum 30m building separation between primary building facades is provided.						✓
Courtyards and mid-block connections within building sideyards are 6m wide (minimum).						✓
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.						✓

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RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE *(1 is least complying & 5 is highly complying)*	N/A	1	2	3	4	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.						✓
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						
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						

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RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE *(1 is least complying & 5 is highly complying)*	N/A	1	2	3	4	5
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.						✓
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.						✓
Weather Protection						

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RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE *(1 is least complying & 5 is highly complying)*	N/A	1	2	3	4	5
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.						✓
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 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: • Internally lit plastic box signs; • Pylon (stand alone) signs; and • Rooftop signs.	✓					
Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	✓					

ATTACHMENT C

This forms part of application

DP21-0183

Planner Initials ak

City of Kelowna
DEVELOPMENT PLANNING

LEDGE ON LAKESHORE

Westcorp

HDR

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TOTAL DP2 UNITS: 439

TOWNHOMES: 18
TOWERS: 421

TOWER 3 - 17 STOREYS - 120 units
TOWER 6 - 10 STOREYS - 158 units
TOWER 7 - 10 STOREYS - 143 units

COMMERCIAL AREA: 830sm/8935sf

AMENITY
GROSS AREA: 6317sm/68000sf

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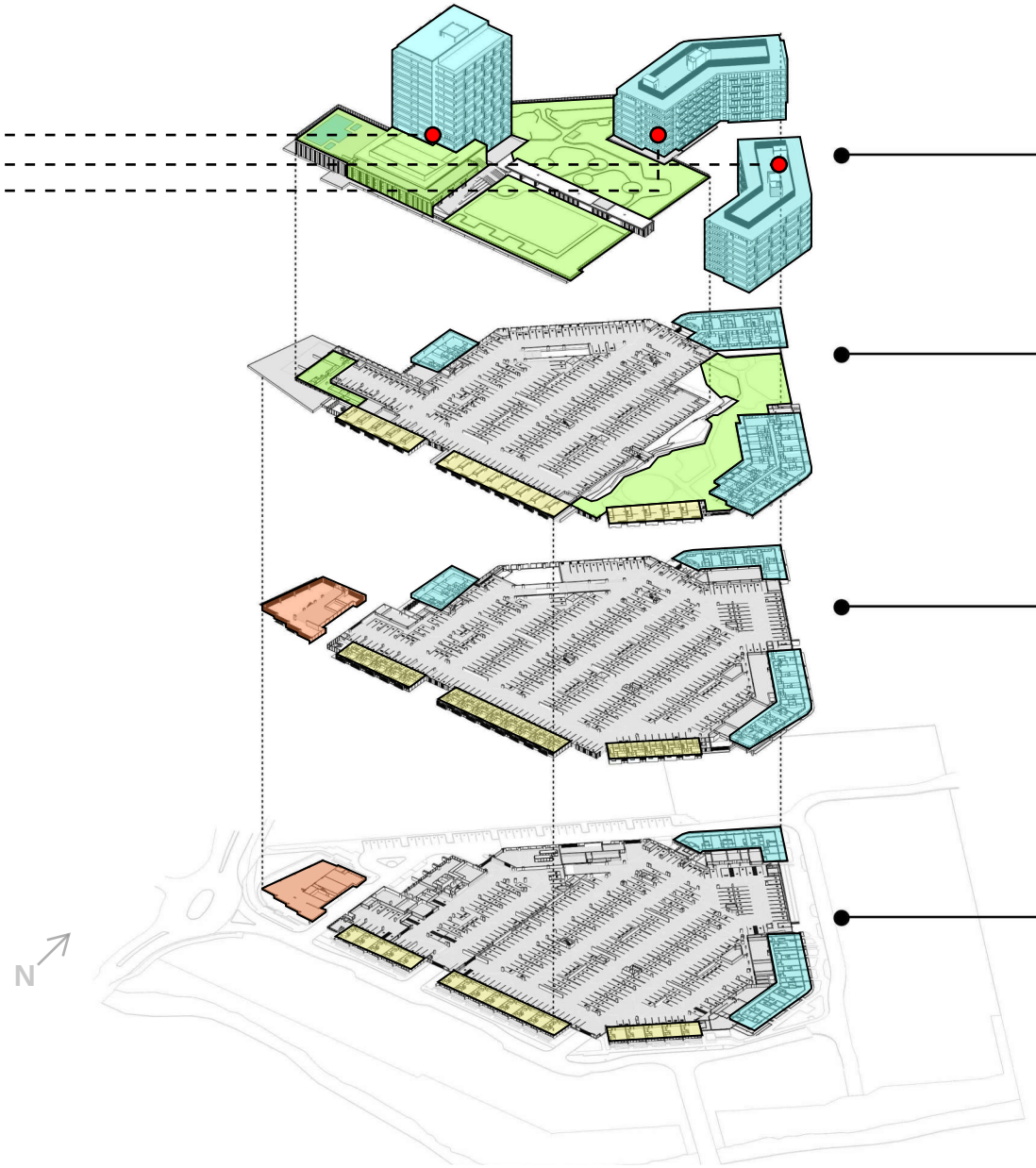

DP2 LEVELS 4-17

DP2 LEVEL 3
312 PARKING STALLS

PARKING FOR FUTURE DEVELOPMENT / DP3

DP2 LEVEL 2
429 PARKING STALLS

PARKING FOR DP2 (338 STALLS)
PARKING FOR FUTURE DEVELOPMENT / DP3

DP2 LEVEL 1 / AT GRADE
396 PARKING STALLS
INSIDE THE PARKADE
35 PARKING STALLS
AT GRADE / OUTSIDE
(NOT INCLUDING LAY-BY
FOR PICK UP - DROP OFF)
431 LEVEL 1 / AT GRADE PARKING STALLS

PARKING FOR DP1 (266 STALLS)
PARKING FOR DP2 (165 STALLS)

RESIDENTIAL UNITS
AMENITY
COMMERCIAL
AT-GRADE TOWNHOME

LEDGE ON LAKESHORE

Westcorp

DP02

DP03

ATTACHMENT C

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City of Kelowna
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ATTACHMENT C

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City of Kelowna

DP21-0183

Development Permit

Proposal

- Development Permit for the form and character of a comprehensive multi-family development comprising of townhouses, commercial space, two mid-rise buildings and one high-rise building

Development Process

January 30th 2020 — Development Application Submitted

Staff Review & Circulation

September 4th 2021 — Public Notification Received

Sept 26th 2022 — Council Consideration

Council Approval

Building Permit

Context Map

City of **Kelowna**

Proposed Site Plan

View from Lakeshore Road

View of Parkade/Amenity Area

View from Top of Parkade/Amenity Area

Site Overview (when complete)

Development Policy – Village Centre (VC)

City of Kelowna

Table 3.2: Village Centres Summary

Supported Uses	Supported Forms	Density (FAR)	Other Characteristics
• Multi-unit residential • Apartment housing • Mixed use development • Commercial, including small scale office, retail • Institutional • Tourist accommodation (Cook Truswell Village Centre only)	• **Ground oriented** multi-unit housing • **Low-rise** buildings • **Mid-rise** buildings (Cook / Truswell Village Centre only)	• Approximately 2.0 or as guided by policy. • Approximately 3,000 – 15,000 m^2 of commercial floor space. **Core Area** village centres are expected to be larger than Suburban village centres	• Guidance through additional policy as outlined in Chapter 5: Core Area, Chapter 6, Gateway and Chapter 7: Suburban Neighbourhoods

Staff Recommendation

City of Kelowna

- Staff support the proposal:
  - The proposal is consistent with the 2040 OCP VC – Village Centre Designation.
  - The proposed building heights are compatible with the surrounding area and result in an overall improvement in the onsite design/layout.
  - The proposed parking regulations are consistent with the City's Zoning Bylaw.

City of Kelowna

Conclusion of Staff Remarks

REPORT TO COUNCIL

Date:	September 19th, 2022		
To:	Council		
From:	City Manager		
Department:	Development Planning		
Application:	DP22-0112	**Owner:**	Kinnikinnik Developments Inc., Inc.No. BC0622664
Address:	3310 Hilltown Drive	**Applicant:**	Adrian Benoit – GEC Architecture
Subject:	Development Permit Application		
Existing OCP Designation:	S-RES – Suburban Residential		
Existing Zone:	CD18 – McKinley Beach Comprehensive Resort Development		

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP22-0112 for Lot B Section 28 Township 23 ODYD Plan EPP101581, located at 3310 Hilltown Drive, Kelowna, BC subject to the following:

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

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

Purpose

To issue a Development Permit for the form and character of a new multiple dwelling housing development.

2.0 Development Planning

Staff are recommending support for the form and character Development Permit for the new townhouses on the subject property. The application is consistent with many of the Official Community Plan's (OCP) Townhouse Design Guidelines including incorporating architectural features and designing private outdoor amenity space with access to sunlight. The proposal creates a strong interface with Hilltown Drive, as the proposal includes ground-oriented units with a front yard amenity space along the street. The townhouse form responds to the sloping property well with each unit at a different floor plate elevation to respond to the sloping nature of the property. The building uses several materials and colours in a modern style creating a unique design.

3.0 Proposal

3.1 Project Description

The subject property is located on a 0.73-acre site located on Hilltown Drive. The proposal consists of 15-units divided into two major blocks with 7 located on the top of the slope and 8 ground-oriented along Hilltown Drive. All units are three bedroom and have two parking spaces provided in the garage which is accessed via Aspen Lane. The design follows the industrial-modern motif and aims to have a unique and recognizable roofline balanced with pedestrian scaled design. The height and massing of the buildings step along the streetscape to account for the sloping grade and to allow for architectural detailing and privacy.

3.2 Site Context

The subject property is located in the McKinley OCP Sector, and the surrounding area is primarily zoned CD18 – McKinley Beach Comprehensive Resort Development. The surrounding area also has a Future Land Use Designation of S-RES – Suburban Residential.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	CD18 - McKinley Beach Comprehensive Resort Development	Vacant
East	CD18 - McKinley Beach Comprehensive Resort Development	Vacant
South	CD18 - McKinley Beach Comprehensive Resort Development	Vacant
West	CD18 - McKinley Beach Comprehensive Resort Development	Single-Family Dwelling(s)

Subject Property Map: 3310 Hilltown Drive

3.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	**CD18 ZONE REQUIREMENTS**	**PROPOSAL**
Existing Lot/Subdivision Regulations		
Min. Lot Area	n/a	2970m²
Min. Lot Width	n/a	80.2m
Min. Lot Depth	n/a	31.4m
Development Regulations		
Max. Floor Area Ratio	n/a	1.29
Max. Site Coverage (buildings)	n/a	48.5%
Max. Site Coverage (buildings, parking, driveways)	n/a	82%
Max. Height	8 ½ or 38.25m	15.4m
Min. Front Yard	0.0m	0.0m
Min. Side Yard (south)	0.0m	0.0m
Min. Side Yard (north)	0.0m	0.0m
Min. Rear Yard	0.0m	0.0m
Other Regulations		
Min. Parking Requirements	24	24
Min. Bicycle Parking	4	4
Min. Private Open Space	n/a	683m²

4.0 Current Development Policies

4.1 Kelowna Official Community Plan (OCP)

Objective 7.1 Create more complex communities in Suburban Neighbourhoods

Policy 7.1.1. Area Structure Plan	Support development that is consistent with adopted Area Structure Plans (ASPs) in Suburban Neighbourhoods. Require amendments to ASPs where proposals include significant increases to the number of residential units beyond those signalled in an ASP or where proposals are likely to require significant changes to planned transportation, parks, and utility infrastructure.
	The proposal aligns with the ASP.
Objective 7.2. Design Suburban Neighbourhoods to be low impact, context sensitive and adaptable	
Policy 7.2.2. Hillside Housing Forms	Encourage housing forms that best match to the topography and have the lowest amount of impact in hillside areas, such as minimum cuts and fills, for example, and provide the greatest environmental protection. Discourage housing forms and associated roadways that cause high amounts of slope disturbance and visual impact.
	The proposal utilizes the at grade area and has low impact in the hillside.
Objective 7.2 Design Suburban Neighbourhoods to be low impact, context sensitive and adaptable	
Policy 7.2.3. Integrate Nature	Integrate the design of active parks with adjacent natural areas while maintaining individual park standards. Reduce the impacts on parks on adjacent natural systems.
	The proposal does not interfere with the "do not disturb area".

5.0 Application Chronology

Date of Application Received: May 10th, 2022
Date Public Consultation Completed: N/A

Report prepared by: Tyler Caswell, Planner I

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 DP22-0112

Schedule A: Site Plan and Floor Plans

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

Development Permit
DP22-0112

This permit relates to land in the City of Kelowna municipally known as 3310 Hilltown Drive

and legally known as Lot B Section 28 Township 23 ODYD Plan EPP101581

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

CD18 – McKinley Beach Comprehensive Resort Development

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

Date of Council's Decision:	September 19th, 2022
Decision By:	COUNCIL
Development Permit Area:	Form & Character DPA
Existing Zone:	CD18 – McKinley Beach Comprehensive Resort Development
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: Kinnikinnik Developments Inc.No. BC0622664

Applicant: Adrian Benoit

_____

Terry Barton
Development Planning Department Manager
Planning & Development Services

_____

Date of Issuance

ATTACHMENT A
This forms part of application
DP22-0112
City of Kelowna
DEVELOPMENT PLANNING
Planner Initials TC

DRAFT

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.

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

3. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit **OR** certified cheque in the amount of **$103,502.19**

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.

4. INDEMNIFICATION

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

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

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.

ATTACHMENT A
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DEVELOPMENT PLANNING
Planner Initials TC

DRAFT

PLAN OF SUBDIVISION OF LOT 10, SECS 28 & 29, TP 23, ODYD, PLAN EPP76020, AND LOT 11, SEC 28, TP 23, ODYD, PLAN EPP76020.

PLAN EPP101581

BCGS 82E.093

SCALE 1:400 METRIC

0 8 24 40

The intended plot size of this plan is 864mm in width by 560mm in height (D-size) when plotted at a scale of 1:400 METRIC.

LEGEND

- Denotes Control Monument Found
- Denotes Standard Capped Post Found
- Denotes Standard Iron Post Found
- Denotes Standard Iron Post Set

Distances shown are horizontal, ground-level distances, in metres and decimals thereof.

Integrated Survey Area No. 4, City of Kelowna, NAD83(CSRS) 4.0.0.BC.1.

Grid bearings are derived from GNSS ties to geodetic control monuments 96H2138 and 96H2141 and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 96H2138 and 96H2141.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.99991525, which has been derived from geodetic control monuments 96H2145 and 96H2146, as shown on Plans EPP63476, EPP85178 and EPP65179.

NAD83(CSRS) 4.0.0.BC.1 UTM ZONE 11 COORDINATES			
Point	Northing	Easting	Absolute Accuracy
96H2138	5537562.282	326095.068	0.02
96H2141	5539849.180	326385.474	0.02

SCHEDULE A

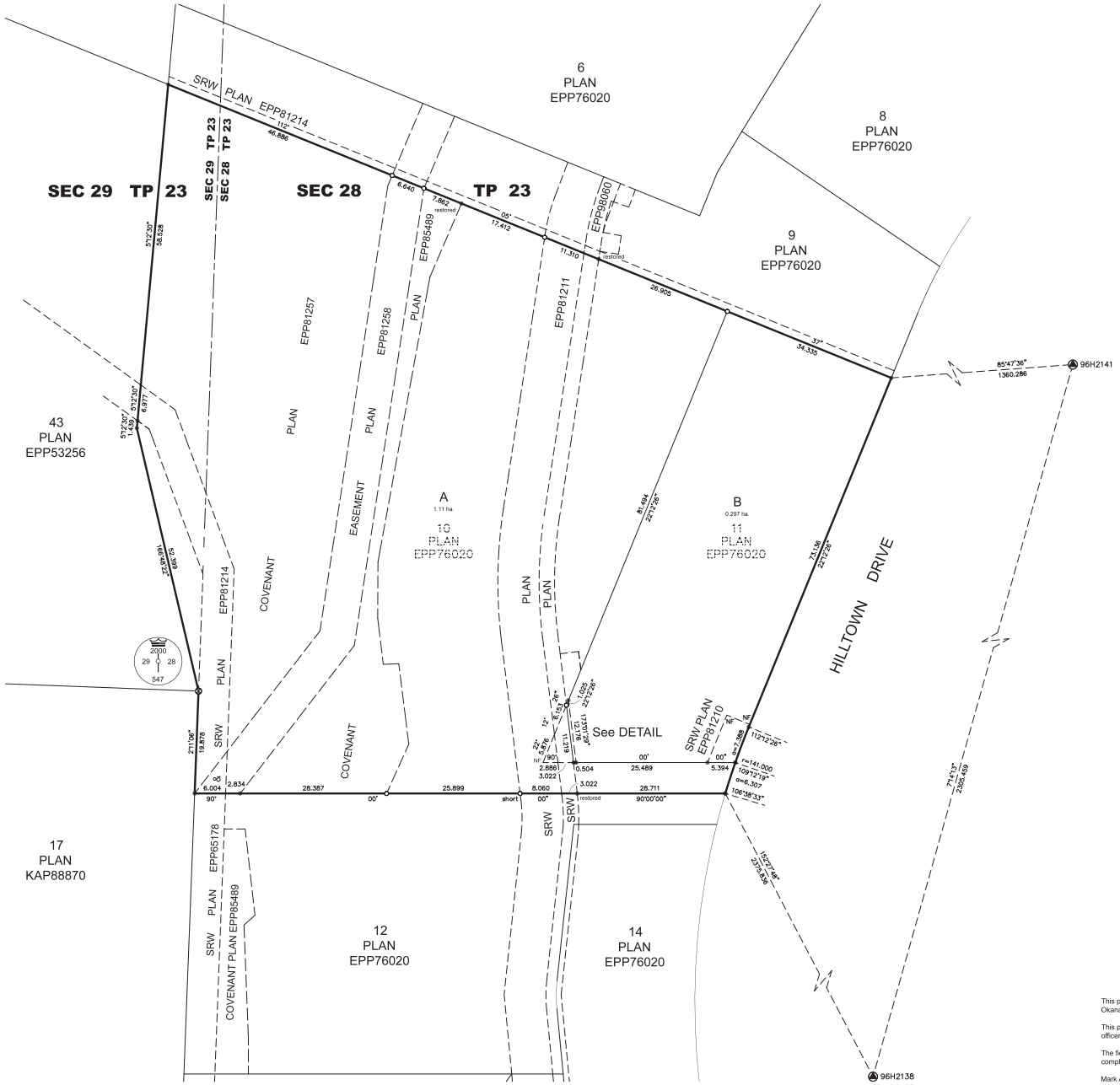
This forms part of application

DP22-0112

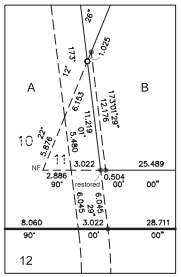
City of Kelowna

DEVELOPMENT PLANNING

Planner Initials TC



DETAIL not to scale



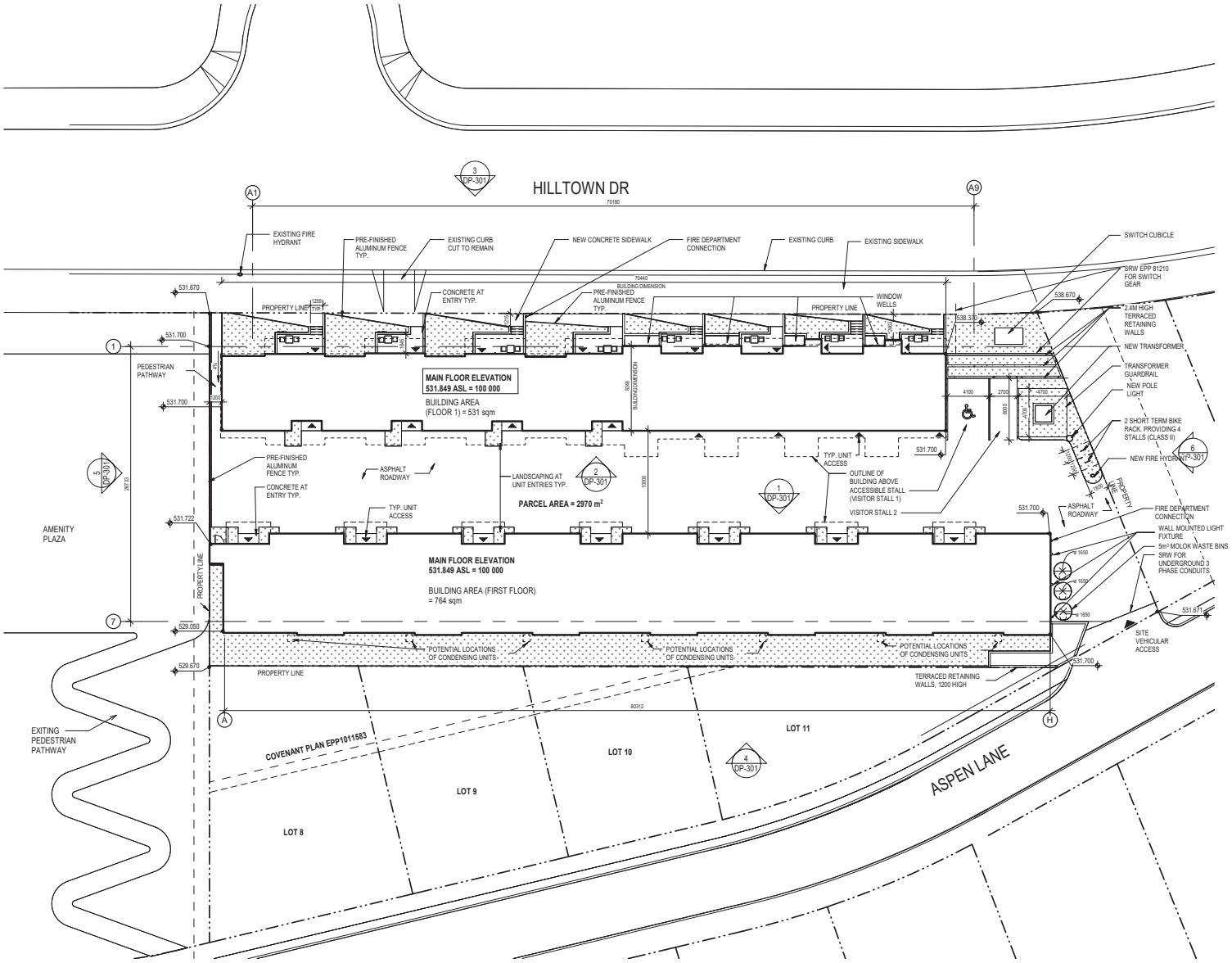
This plan lies within the Regional District of Central Okanagan.

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

The field survey represented by this plan was completed on the 28th day of April, 2020.

Mark A. Cahill BCLS #812

DA Goddard Surveys
103-1358 St. Paul Street, Kelowna BC
File: 419097-SD



2 DP-101 DP- SITE PLAN
Scale: 1 : 200

TRUE NORTH
PROJECT NORTH

ZONING ANALYSIS:

BUILDING INFORMATION
MUNICIPAL ADDRESS
3310 HILLTOWN DR, KELOWNA, BC, V1V 2R1

LEGAL ADDRESS
PLAN: EPP101581
LOT: 8
BLOCK: -
SECTION: 28 & 29
TOWNSHIP: 23

ZONE
CD18 – MCKINLEY BEACH COMPREHENSIVE RESORT DEVELOPMENT
AREA - VILLAGE CENTRE

PRINCIPAL USE
MULTIPLE DWELLING HOUSING

MAXIMUM HEIGHT
THE LESSER OF 8.5 STOREYS OR 38.25m

SETBACKS
REQUIRED SETBACK: 0m
REQUIRED PARKING SETBACK: 0m

PARKING
BYLAW PARKING REQUIREMENT

ACCORDING TO TABLE 8.2.1.1 RESIDENTIAL PARKING, PARKING SPACES REQUIRED: 1.5 - 2.0 SPACES PER 3 BEDROOM UNIT = MIN 22.5, MAX 30 SPACES

VISITOR PARKING SPACES REQUIRED: 0.14 - 0.2 SPACES PER UNIT = MIN 2, MAX 3 SPACES

TOTAL RESIDENT PARKING SPACES PROVIDED: 22

VISITOR PARKING SPACES PROVIDED: 2 (1 ACCESSIBLE)

REGULAR PARKING SPACE DIMENSIONS: 6.0 x 2.5m
ACCESSIBLE PARKING SPACE DIMENSIONS: 6.0 x 3.9m
PARKING ABUTS OBSTRUCTION ON BOTH SIDES: +0.5m WIDTH

BIKE PARKING
SHORT TERM BIKE PARKING (TABLE 8.5) MINIMUM BIKE PARKING REQUIRED:
TYPE OF DEVELOPMENT: TOWNHOUSES
4 SPACES OR 1 PER UNIT, WHICH EVER IS GREATER
TOTAL PROVIDED: 4 STALLS

LONG TERM BIKE PARKING (TABLE 8.5) MINIMUM BIKE PARKING REQUIRED:
NOT REQUIRED

BICYCLE PARKING DEPTH: 1.8m
BICYCLE AISLE WIDTH: 1.5m

AREA CALCULATIONS

GROSS SITE AREA = 2970m²
GROSS FLOOR AREA = 3827 m²
SITE COVERAGE OF BUILDINGS = 1442m² / 2970m²= 48.5%

TOTAL NUMBER OF UNITS
15 UNITS TOTAL

UNIT MIX AND COUNT
15 THREE BEDROOM UNITS

TOTAL NUMBER OF BEDS
45 BEDS TOTAL

SCHEDULE A

This forms part of application
DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client
NorthAmerican Development Group
HIGHPOINT DEVELOPMENTS

Seal & Permit
REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: As indicated
Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
SITE PLAN

Project Number: 5882
Drawing Number: DP-101

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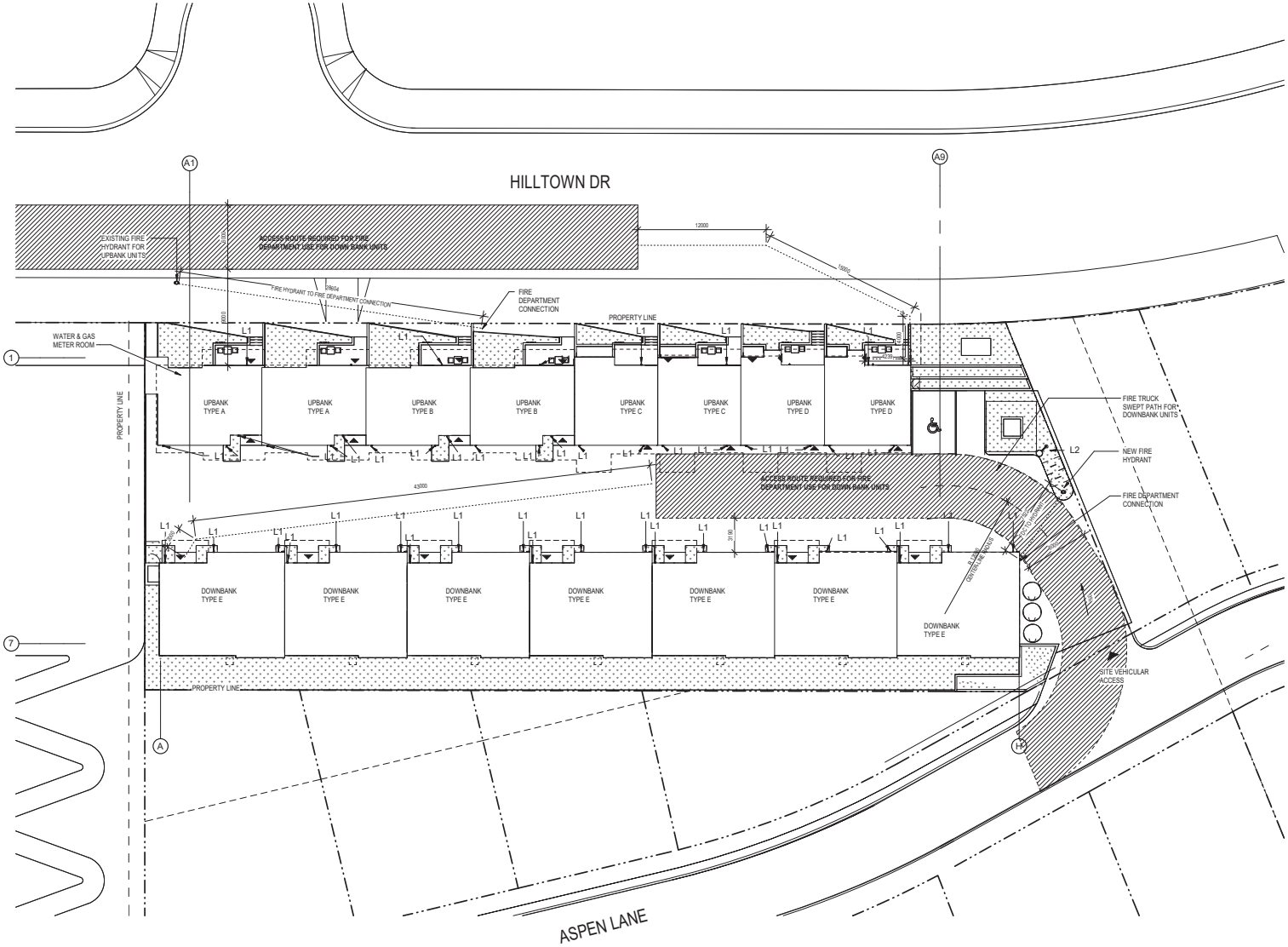

TRUE NORTH

PROJECT NORTH

2 DP-102 DP - GARBAGE & FIRE SWEEP PATH & LIGHTING PLAN

Scale: 1 : 200

LIGHT FIXTURE TYPE:

L1 - WALL MOUNTED, FULL CUROFF LIGHT FIXTURE , COLOUR: BLACK
L2 - POLE MOUNTED, FULL CUTOFF LIGHT FIXTURE, COLOUR: BLACK

SCHEDULE A

This forms part of application

DP22-0112

City of Kelowna DEVELOPMENT PLANNING

Planner Initials TC

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NorthAmerican Development Group

HIGHPOINT DEVELOPMENTS

Seal & Permit

REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: As indicated

Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
WASTE MANAGEMENT, FIRE ACCESS & SITE LIGHTING PLAN

Project Number: 5882

Drawing Number: DP-102

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TRUE NORTH

PROJECT NORTH

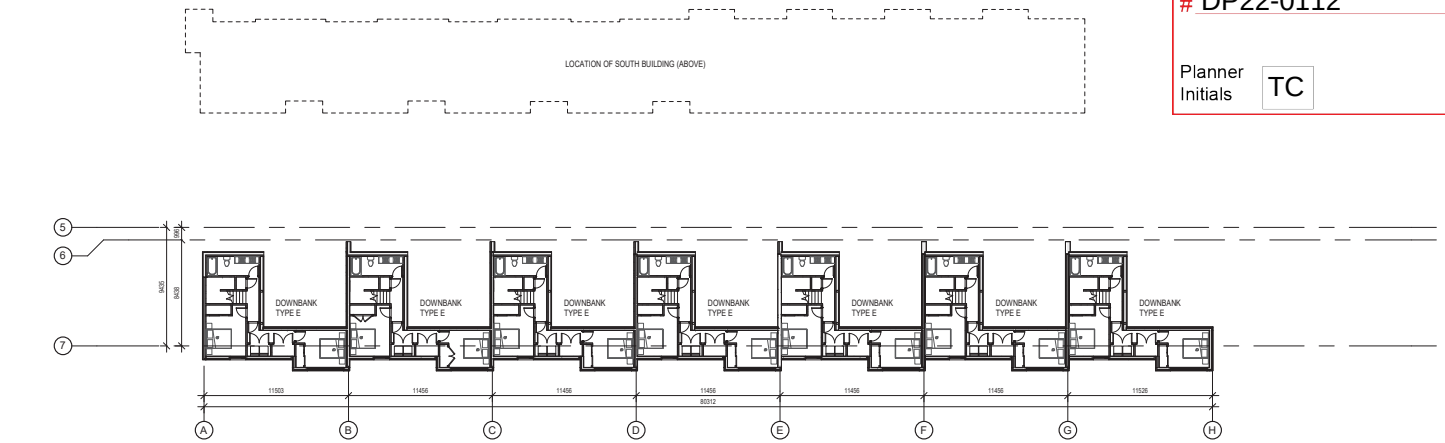
SCHEDULE A

This forms part of application

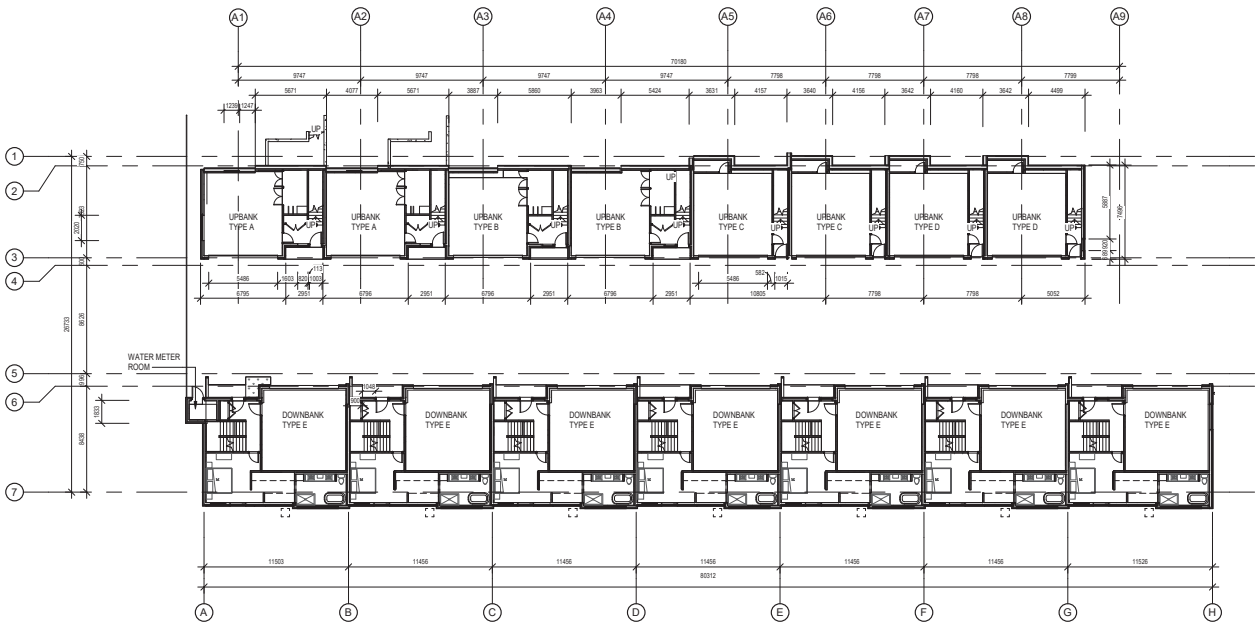
DP22-0112

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials TC



1 DP-201 DP - LOWER LEVEL FLOOR PLAN
Scale: 1 : 200



2 DP-201 DP - LEVEL 01 FLOOR PLAN
Scale: 1 : 200

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NorthAmerican Development Group

HIGHPOINT DEVELOPMENTS

Seal & Permit

REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 200

Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
LOWER LEVEL & LEVEL 01 FLOOR PLAN

Project Number: 5882

Drawing Number: DP-201

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TRUE NORTH

PROJECT NORTH

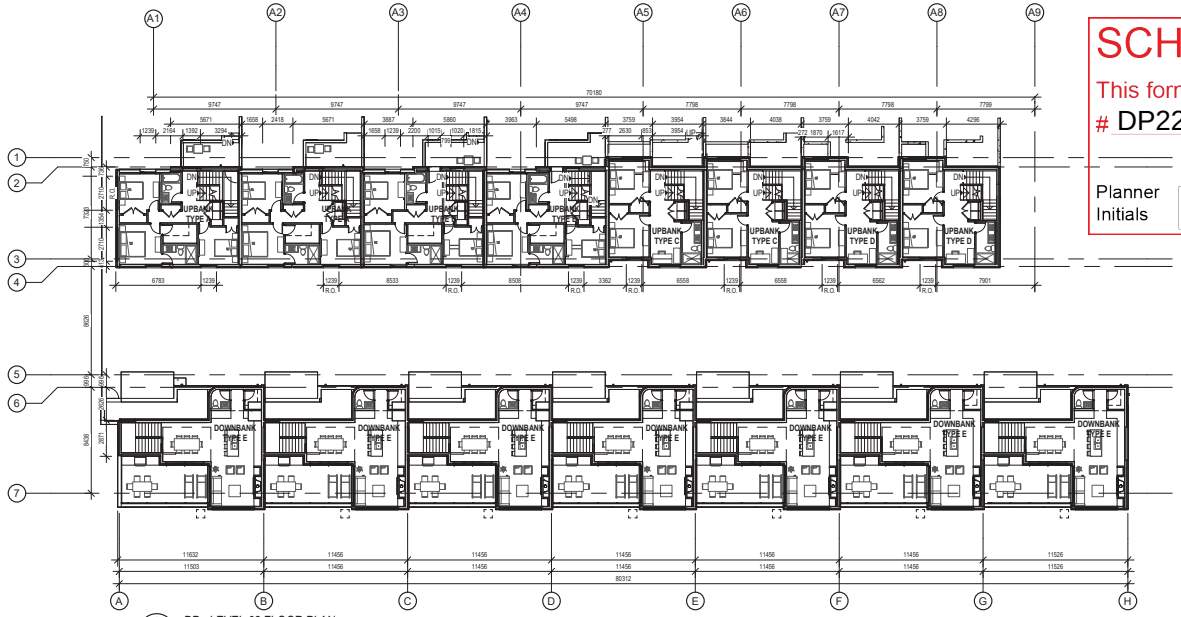
SCHEDULE A

This forms part of application

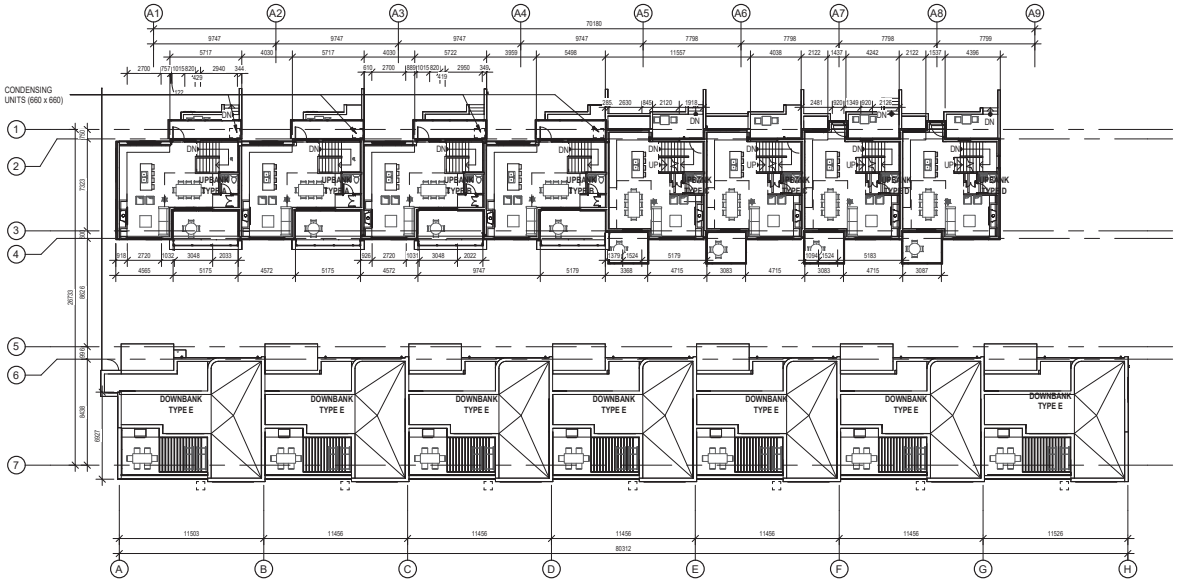
DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING



1 DP-202 DP - LEVEL 02 FLOOR PLAN
Scale: 1 : 200



2 DP-202 DP - LEVEL 03 FLOOR PLANS
Scale: 1 : 200

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NorthAMERICAN DEVELOPMENT GROUP

HIGHPOINT DEVELOPMENTS

Seal & Permit

REGISTERED ARCHITECT
BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 200

Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
LEVEL 02 FLOOR PLAN & LEVEL 03 FLOOR PLAN

Project Number: 5882

Drawing Number: DP-202

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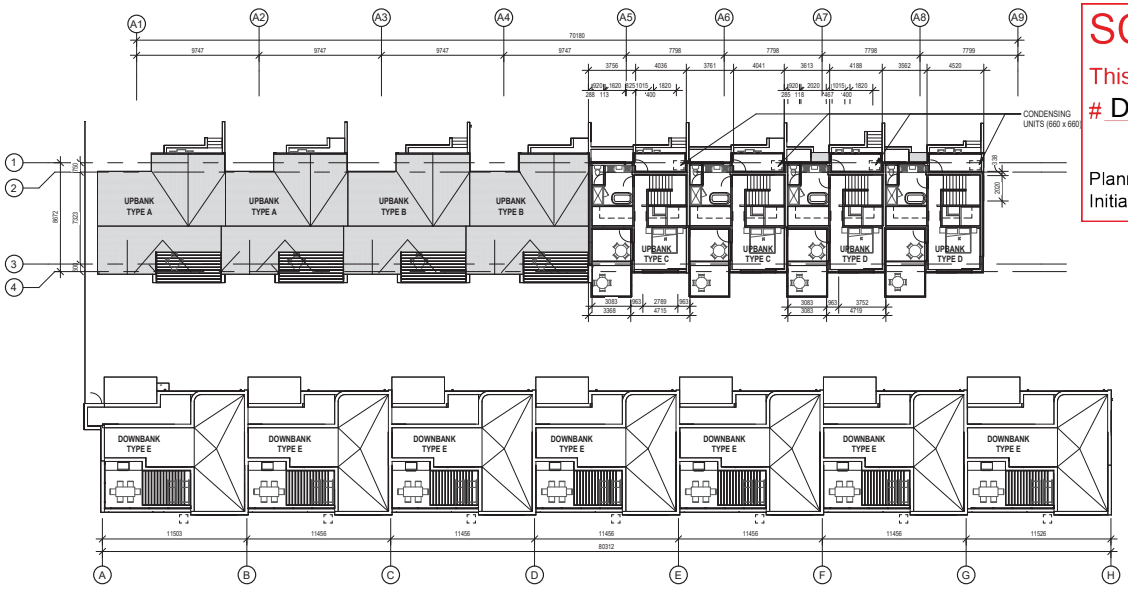
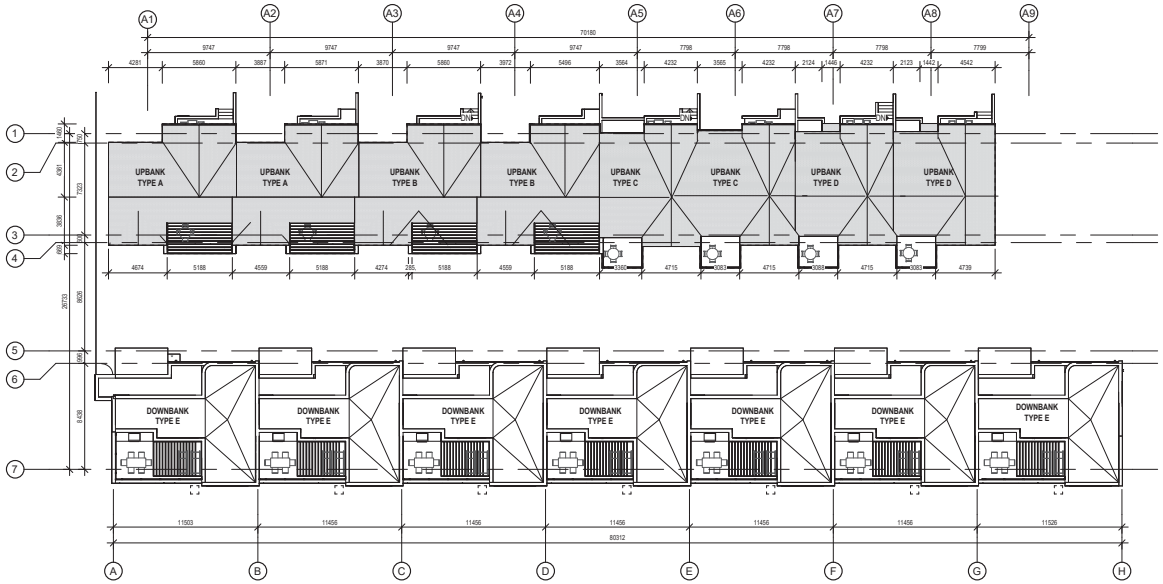


2 DP-203 DP - LEVEL 04 FLOOR PLAN
Scale: 1 : 200



1 DP-203 DP - ROOF PLAN
Scale: 1 : 200

TRUE NORTH
PROJECT NORTH

SCHEDULE A

This forms part of application
DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
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Mechanical Consultant
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Electrical Consultant
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Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client
NorthAmerican Development Group
HIGHPOINT DEVELOPMENTS

Seal & Permit
REGISTERED ARCHITECT
BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 200
Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
LEVEL 04 FLOOR PLAN & ROOF PLAN

Project Number: 5882
Drawing Number: DP-203

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SCHEDULE A

This forms part of application

DP22-0112

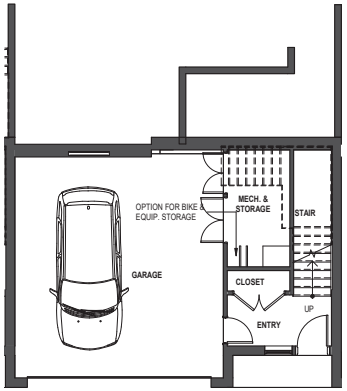
Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

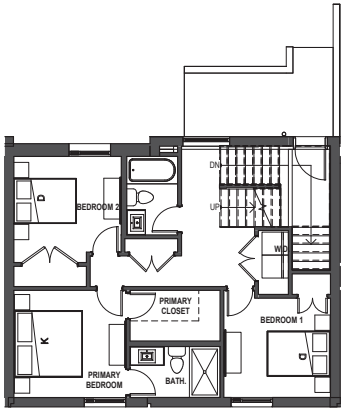
TRUE NORTH
PROJECT NORTH

INDOOR AREA: 1345 sqft

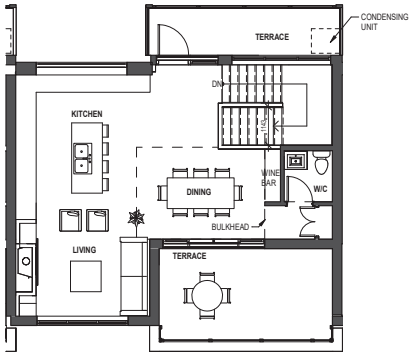
OUTDOOR AREA: 240 sqft
GARAGE: 530 sqft



1 DP-204 DP - TYP. UPBANK A - LEVEL 01
Scale: 1 : 75



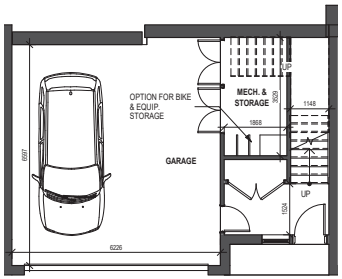
2 DP-204 DP - TYP. UPBANK A - LEVEL 02
Scale: 1 : 75



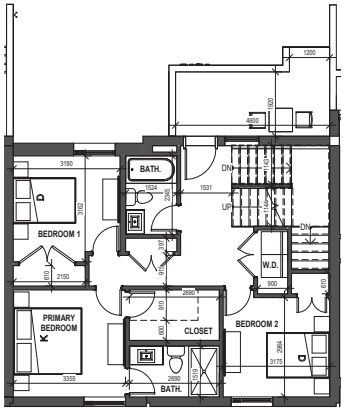
3 DP-204 DP - TYP. UPBANK A - LEVEL 03
Scale: 1 : 75

INDOOR AREA: 1345 sqft

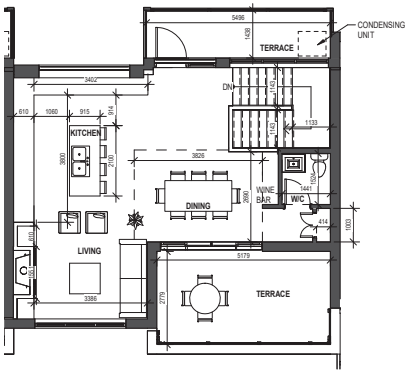
OUTDOOR AREA: 240 sqft
GARAGE: 530 sqft



4 DP-204 DP - TYP. UPBANK TYPE B - LEVEL 01
Scale: 1 : 75



5 DP-204 DP - TYP. UPBANK TYPE B - LEVEL 02
Scale: 1 : 75



6 DP-204 DP - TYP. UPBANK TYPE B - LEVEL 03
Scale: 1 : 75

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client
NorthAmerican Development Group
HIGHPOINT DEVELOPMENTS

Seal & Permit
REGISTERED ARCHITECT
BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 75
Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
ENLARGED PLANS

Project Number: 5882
Drawing Number: DP-204

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SCHEDULE A

This forms part of application

DP22-0112

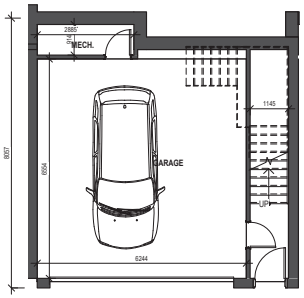
Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

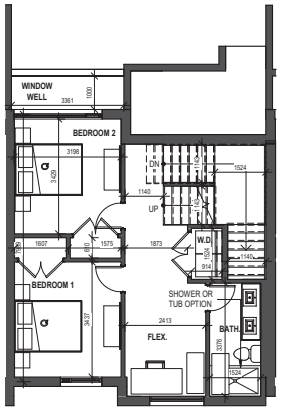
TRUE NORTH PROJECT NORTH

INDOOR AREA: 1825 sqft

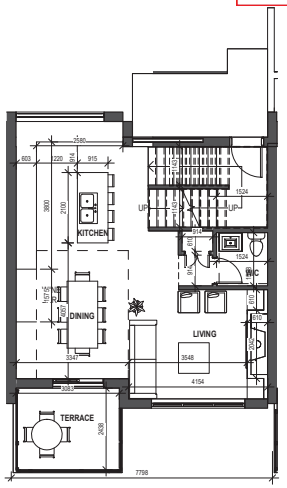
OUTDOOR AREA: 238 sqft
GARAGE: 450 sqft



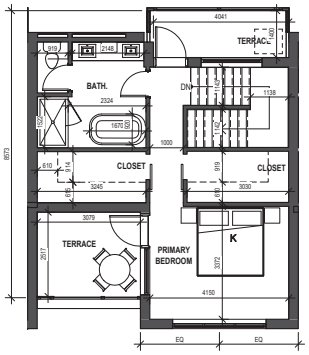
1 DP - TYP. UPBANK C - LEVEL 01
DP-205 Scale: 1 : 75



2 DP - TYP. UPBANK C - LEVEL 02
DP-205 Scale: 1 : 75



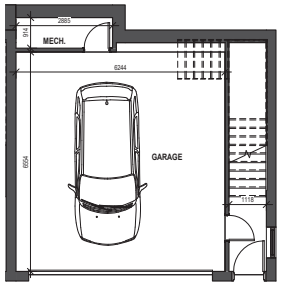
3 DP - TYP. UPBANK C - LEVEL 03
DP-205 Scale: 1 : 75



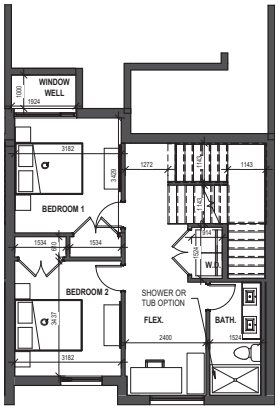
4 DP - TYP. UPBANK C - LEVEL 04
DP-205 Scale: 1 : 75

INDOOR AREA: 1835 sqft

OUTDOOR AREA: 240 sqft
GARAGE: 450 sqft



5 DP - TYP. UPBANK D - LEVEL 01
DP-205 Scale: 1 : 75



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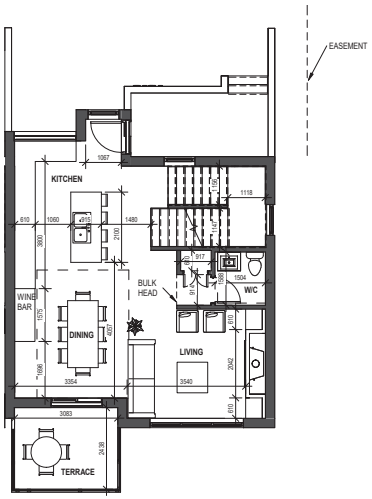
DP-205 Scale: 1 : 75



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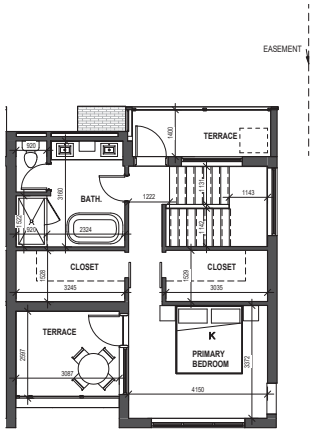
DP-205 Scale: 1 : 75



8 DP - TYP. UPBANK D - LEVEL 04
DP-205 Scale: 1 : 75

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
-

Mechanical Consultant
-

Electrical Consultant
-

Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client
NorthAmerican Development Group
HIGHPOINT Developments

Seal & Permit
REGISTERED ARCHITECT
BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale 1 : 75 Checked By AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
ENLARGED PLANS

Project Number 5882 Drawing Number DP-205

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SCHEDULE A

This forms part of application

DP22-0112

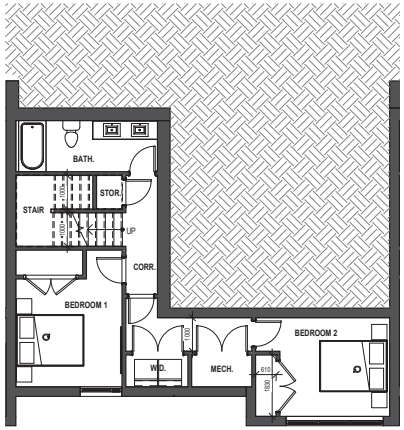
Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

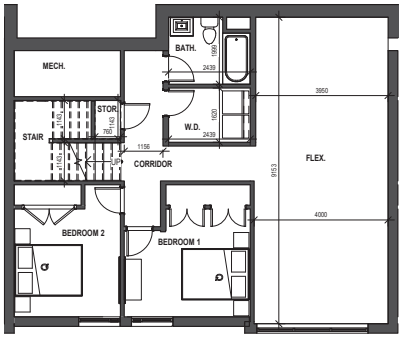
TRUE NORTH
PROJECT NORTH

INDOOR AREA (STANDARD OPTION): 1712 sqft
INDOOR AREA (UPGRADED OPTION): 2215 sqft

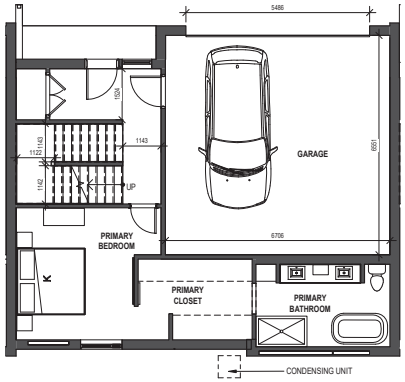
OUTDOOR AREA : 250 sqft
GARAGE: 470 sqft



1 DP-206 DP - TYP. DOWNBANK - STANDARD BASEMENT OPTION
Scale: 1 : 75



2 DP-206 DP - TYP. DOWNBANK - UPGRADED BASEMENT OPTION
Scale: 1 : 75



3 DP-206 DP - TYP. DOWNBANK - LEVEL 01
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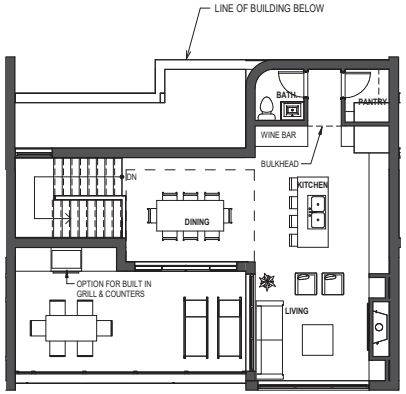

4 DP-206 DP - TYP. DOWNBANK - LEVEL 02
Scale: 1 : 75

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
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Mechanical Consultant
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Electrical Consultant
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Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NORTH AMERICAN DEVELOPMENT GROUP

HIGHPOINT DEVELOPMENTS

Seal & Permit

REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 75
Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
ENLARGED PLANS

Project Number: 5882
Drawing Number: DP-206

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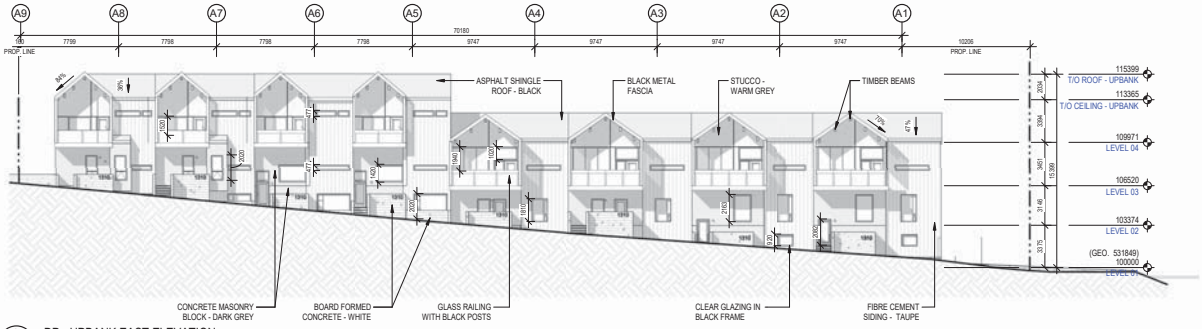
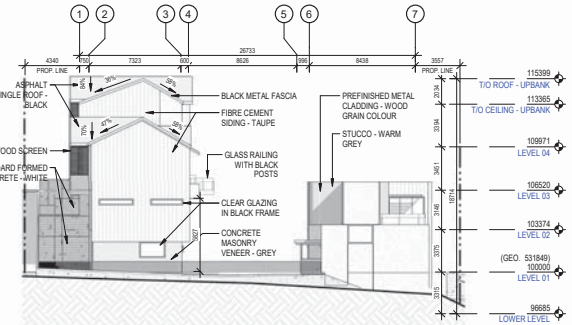


3 DP-301 DP - UPBANK EAST ELEVATION
Scale: 1 : 200



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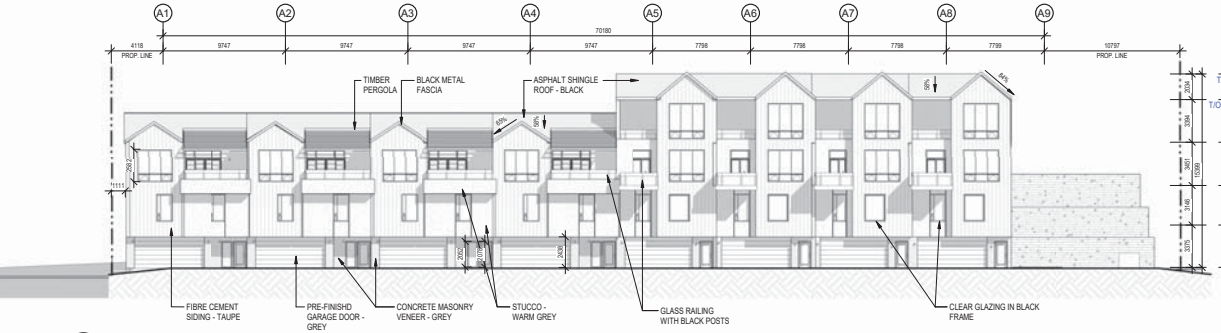

2 DP-301 DP - UPBANK WEST ELEVATION
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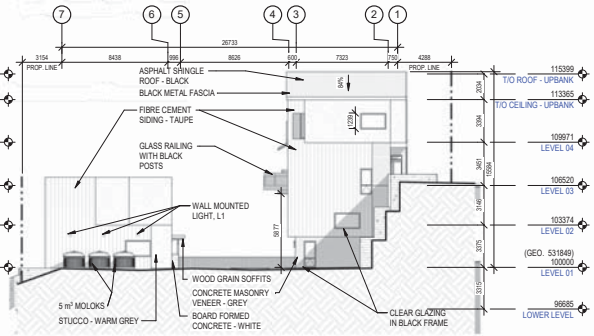

6 DP-301 DP - SOUTH ELEVATION
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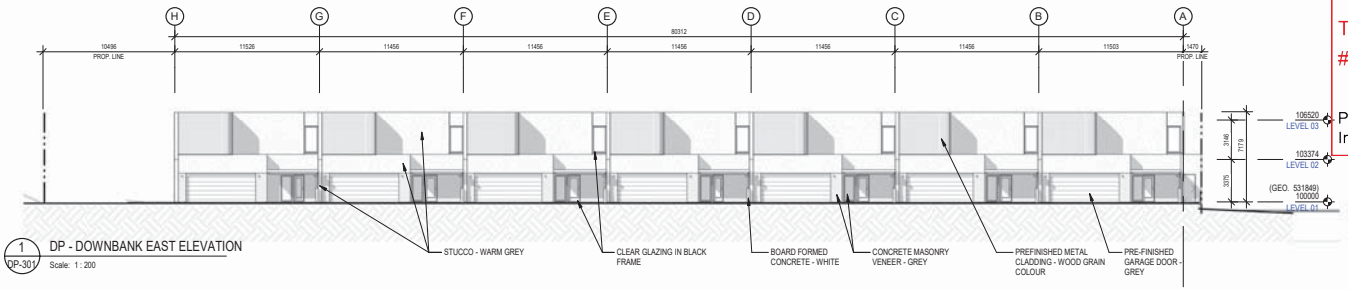
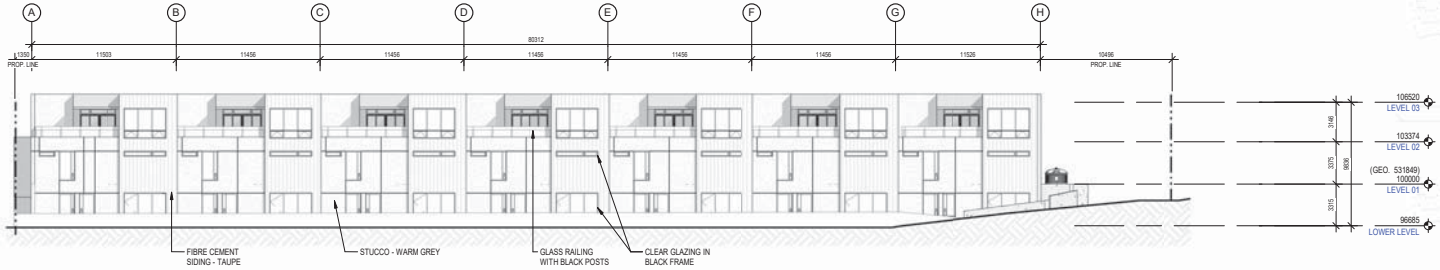


1 DP-301 DP - DOWNBANK EAST ELEVATION
Scale: 1 : 200



4 DP-301 DP - DOWNBANK WEST
Scale: 1 : 200

SCHEDULE B

This forms part of application
DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
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Mechanical Consultant
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Electrical Consultant
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Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client
NorthAmerican Development Group
HIGHPOINT DEVELOPMENTS

Seal & Permit
Registered Architect Brian Chow British Columbia

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale: 1 : 200
Checked By: AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title
EXTERIOR ELEVATIONS

Project Number: 5882
Drawing Number: DP-301

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SCHEDULE B

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DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

UPBANK UNITS - SOUTHWEST SIDE

UPBANK UNITS - SOUTHWEST SIDE

DOWNBANK UNITS - NORTHWEST SIDE

DOWNBANK UNITS - SOUTHWEST SIDE

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
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Mechanical Consultant
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Electrical Consultant
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Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NorthAmerican Development Group

HIGHPOINT DEVELOPMENTS

Seal & Permit

REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale

Checked By AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title

EXTERIOR RENDERINGS

Project Number 5882

Drawing Number DP-302

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SCHEDULE B

This forms part of application

DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

UPBANK AND DOWNBANK UNITS - ASPHALT ROADWAY EAST SIDE

UPBANK UNITS - NORTHEAST SIDE

UPBANK UNITS - NORTHWEST SIDE

DOWNBANK UNITS - SOUTHEAST SIDE

gec architecture

Project Team:

Prime Consultant
GEC ARCHITECTURE

Structural Consultant
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Mechanical Consultant
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Electrical Consultant
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Civil Consultant
PROTECH CONSULTING LTD.

Landscape Consultant
ECORA

Client

NorthAmerican Development Group

HIGHPOINT Developments

Seal & Permit

REGISTERED ARCHITECT BRITISH COLUMBIA

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	DATE
2	RE-ISSUED FOR DP	2022-08-17
1	ISSUED FOR DP	2022-05-04

Drawing History

Scale

Checked By AB

Project:
McKINLEY BEACH HILLTOWN

Applicant Name: Adrian Benoit
Contact Information: 780.421.8060
Project Address: 3310 HILLTOWN DR, KELOWNA, BC

Drawing Title

EXTERIOR RENDERINGS

Project Number 5882

Drawing Number DP-303

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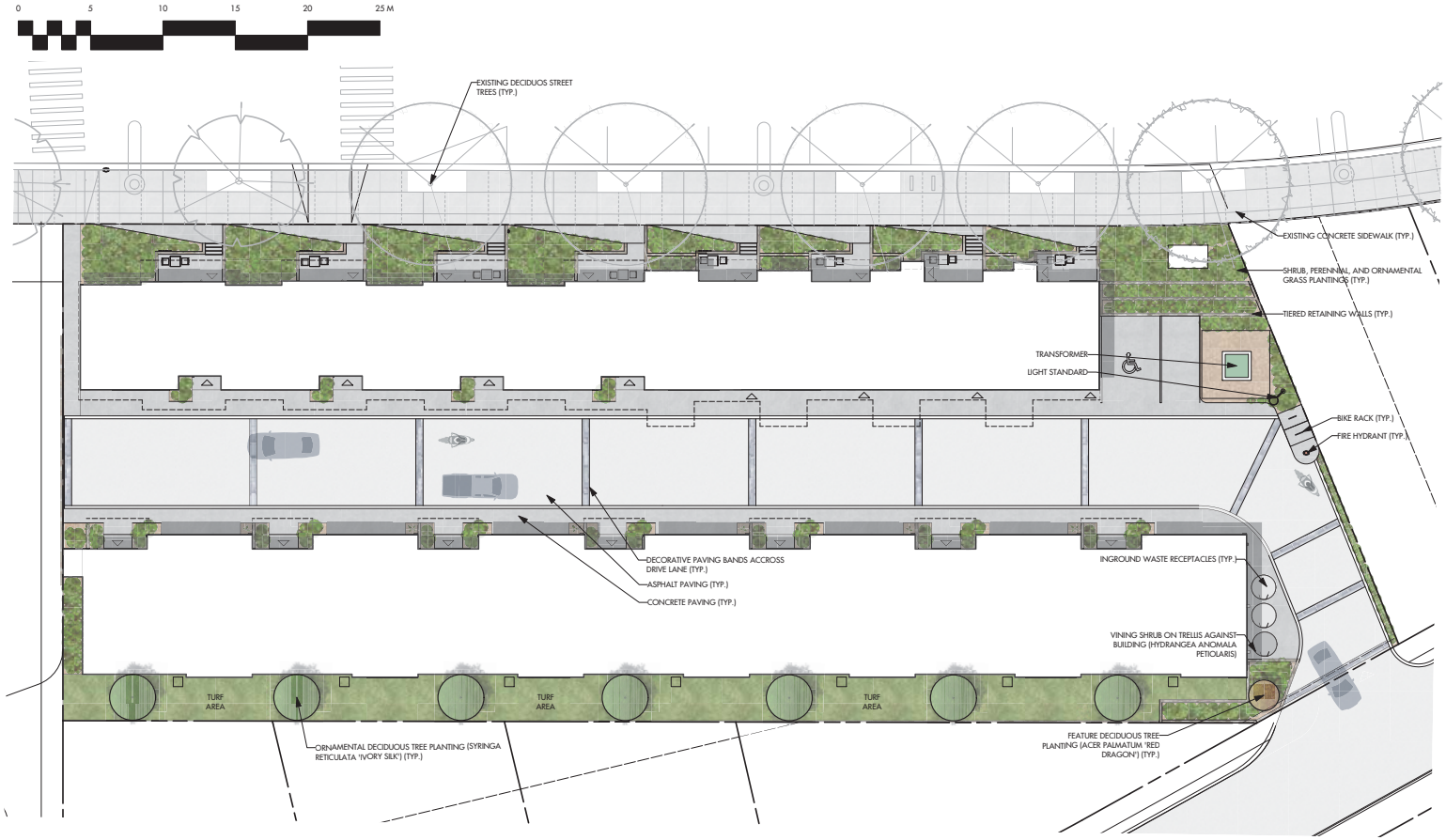

NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CNLA 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 WOOD OR ROCK MULCH, AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.

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

6. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 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.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
TREES			
ACER PALMATUM 'RED DRAGON'	RED DRAGON JAPANESE MAPLE	7	6cm CAL
SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC	1	6cm CAL
SHRUBS			
BUXUS 'GREEN GEM'	GREEN GEM BOXWOOD	49	#02 CONT. /0.75m O.C. SPACING
CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE DOGWOOD	18	#02 CONT. /1.25m O.C. SPACING
HYDRANGEA ANOMALA PETIOLARIS	CLIMBING HYDRANGEA	9	#02 CONT. /1.8m O.C. SPACING
PHILADELPHUS 'SNOWBELLE'	SNOWBELLE MOCKORANGE	19	#02 CONT. /1.2m O.C. SPACING
RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	12	#02 CONT. /1.5m O.C. SPACING
SYMPHORICARPOS ALBUS	WHITE SNOWBERRY	7	#02 CONT. /2.0m O.C. SPACING
PERENNIALS & ORNAMENTAL GRASSES			
ASTER FRIKARTII 'MONCH'	FRIKART'S ASTER	11	#01 CONT. /1.2m O.C. SPACING
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	11	#01 CONT. /1.2m O.C. SPACING
LUPINUS 'GALLERY MIX'	GALLERY MIX LUPINE	44	#01 CONT. /0.6m O.C. SPACING
MONARDA DIDYMA 'ACOUTDEL'	PETITE DELIGHT BEE BALM	44	#01 CONT. /0.6m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	11	#01 CONT. /1.2m O.C. SPACING
PANICUM VIRGATUM 'ROSTRAHLBUSCH'	RED SWITCH GRASS	9	#01 CONT. /1.35m O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	19	#01 CONT. /0.9m O.C. SPACING

SCHEDULE C

This forms part of application

DP22-0112

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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Kelowna, BC V1Y 7S2
T (250) 868-9270
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N

PROJECT TITLE

HILLTOWN LOT 11

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION		
1	21.05.02	Review
2	22.08.16	Review
3		
4		
5		

PROJECT NO	22-0136
DESIGN BY	AM
DRAWN BY	NG
CHECKED BY	FB
DATE	AUG. 16, 2022
SCALE	1:100
PAGE SIZE	24x36

SEAL

BRITISH COLUMBIA SOCIETY OF LANDSCAPE ARCHITECTS
REGISTERED MEMBER
FIONA BARTON
334

DRAWING NUMBER

L 1/2

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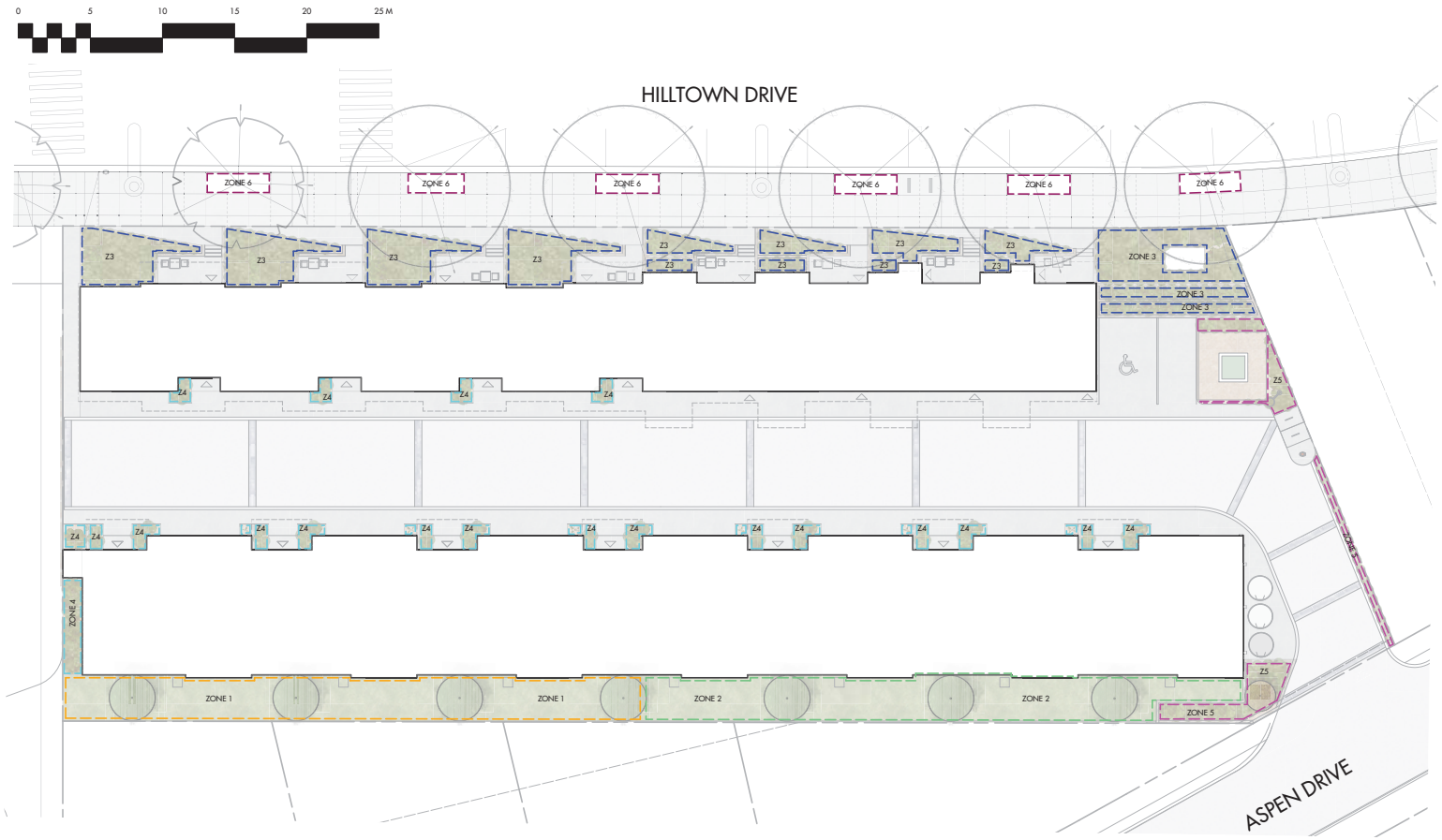

IRRIGATION LEGEND

ZONE #1: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 128 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY BUILDINGS & TREES
ESTIMATED ANNUAL WATER USE: 110 cu.m.

ZONE #2: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 130 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY BUILDINGS & TREES
ESTIMATED ANNUAL WATER USE: 111 cu.m.

ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 57 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 19 cu.m.

ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 35 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 12 cu.m.

ZONE #5: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 183 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 61 cu.m.

ZONE #6: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 40 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 13 cu.m.

IRRIGATION NOTES

1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).

2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.

3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.

4. AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.

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

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

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

8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 313 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 303 cu.m. / year
WATER BALANCE = 10 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

SCHEDULE C
This forms part of application
DP22-0112
City of Kelowna
DEVELOPMENT PLANNING
Planner Initials TC

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
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PROJECT TITLE
HILLTOWN LOT 11
Kelowna, BC

DRAWING TITLE
WATER CONSERVATION PLAN

ISSUED FOR / REVISION

1	21.05.02	Review
2	22.08.16	Review
3		
4		
5		

PROJECT NO	22-0136
DESIGN BY	AM
DRAWN BY	NG
CHECKED BY	FB
DATE	AUG. 16, 2022
SCALE	1:100
PAGE SIZE	24x36

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

DRAWING NUMBER
L 2/2

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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 3.0: TOWNHOUSES						
3.1 Townhouse Guidelines						
3.1.1 Relationship to the Street						
Townhouse built form is addressing the street frontage and front doors are directly accessible from a public walkway.						✓
Blank façades (without window openings) proposed along the street frontages.						✓
Prominent entrance features for the main front doors such as stoops, porches, recessed entries, and canopies are provided.					✓	
3.1.2 Scale and Massing						
Proposed built form is sympathetic to the neighbourhood context and providing sensitive transition to the adjacent context (existing and future buildings, parks, and open spaces)						✓
Built Form is establishing a consistent rhythm along the street frontage with articulation of individual units through integration of projections/ recesses (entries and balconies), change in materials of the façade.						✓
Townhouse block is comprising of maximum 6 units.		✓				
3.1.3 Site Planning						
Proposed townhouse development is responding sensitively to topography, environmental features and enhancing privacy, livability, safety, and accessibility to the surrounding open space network (if applicable).					✓	
Minimum building separation of 10-12 m is provided to accommodate sunlight, reduce overlook between buildings and neighbouring properties.		✓				
Building projections such as balconies are not provided within the setback areas, streets, and amenity areas of the proposed development.						✓
Front yard setbacks on internal roads are responding to the height of the townhouses, for 3 storeys townhouses greater setback is provided to improve livability and solar access.		✓				
3.1.4 Open Spaces						
Front yards are designed to include a pathway from the fronting street to the primary entrance of the unit, landscaping, and semi-private outdoor amenity space.				✓		
Design of private outdoor amenity spaces is having access to sunlight.						✓

ATTACHMENT B
This forms part of application
DP22-0112
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE *(1 is least complying & 5 is highly complying)*	N/A	1	2	3	4	5
Design of private outdoor amenity spaces is having a railing or fencing to increase privacy.						✓
Design of private outdoor amenity spaces is having landscaped areas to soften the interface with the street or open spaces.					✓	
Balconies are designed to inset or partially inset and offer privacy, shelter, reducing building bulk and minimize shadowing impact.						✓
Minimum of 10% of total site areas is allocated to common outdoor amenity area.		✓				
Outdoor amenity area provides landscaping, seating, play space and other elements that encourage gathering or recreation.		✓				
Internal road network of townhouse development is serving as additional shared space and is provided with high-quality pavement materials (example: permeable pavers).			✓			
Useable spaces within the open space areas (for sitting, gathering, and playing) are provided.			✓			
3.1.5 Parking						
Parking						
Garage doors are appropriately recessed and designed to limit the visual impact.					✓	
Visitor parking with pedestrian connections to the townhouse units is provided in an accessible location (adjacent to townhouse blocks or centralized parking integrated with shared outdoor amenity space).		✓				
3.1.6 Building Articulation, Features, and Materials						
Façade is designed and articulated to reflect positive attributes of the neighbourhood character.						✓
Strategy to articulate façade: Recessing or projecting of architectural features to highlight the identity of individual units.					✓	
Strategy to articulate façade: main entrance and rooflines features, and other architectural elements have been incorporated in the design.						✓
Privacy of units is maintained on site and on adjacent properties by minimizing overlook and direct sight lines from the building. The following strategies have been incorporated in design: • Off setting the location of windows in facing walls and locating doors and patios to minimize privacy concerns; • Use of clearstory windows; • Use of landscaping or screening; and • Use of setbacks and articulation of the building.					✓	
Large townhouse developments with internal circulation pattern are providing modest variation between different blocks of townhouse units, such as change in colour, materiality, building and roof form.					✓	

ATTACHMENT B
This forms part of application
DP22-0112
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

City of Kelowna

DP22-0112

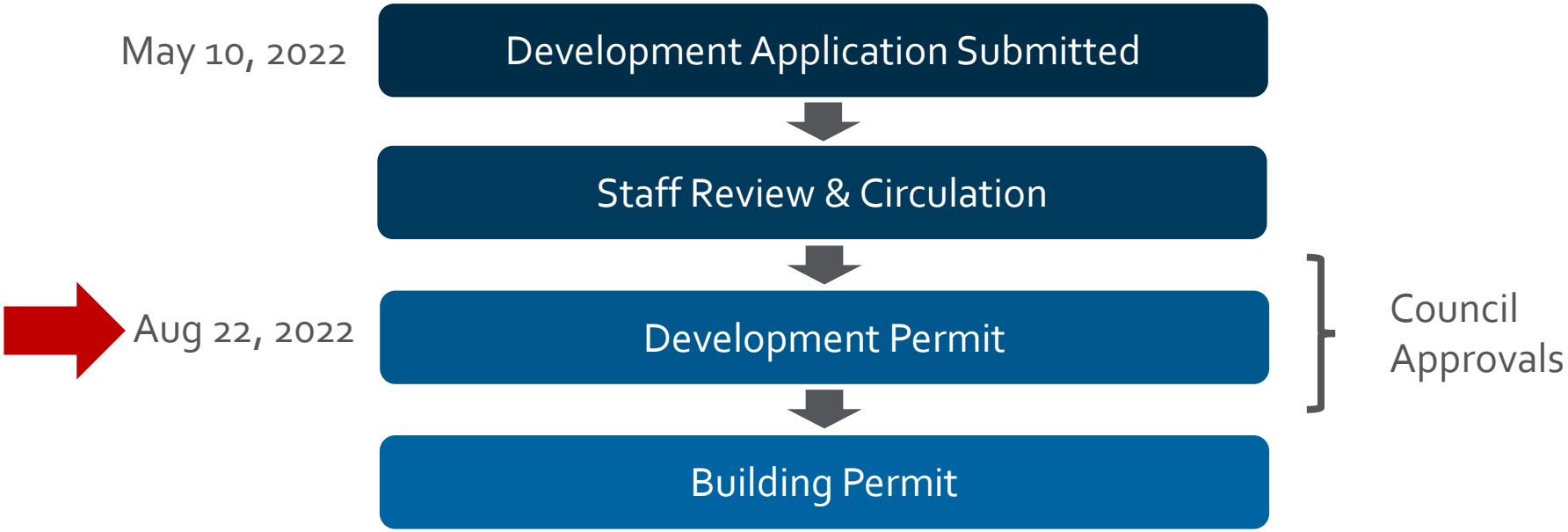
3310 Hilltown Drive

Development Permit Application

Proposal

- To issue the Development Permit for the form and character of a new multiple dwelling housing development.

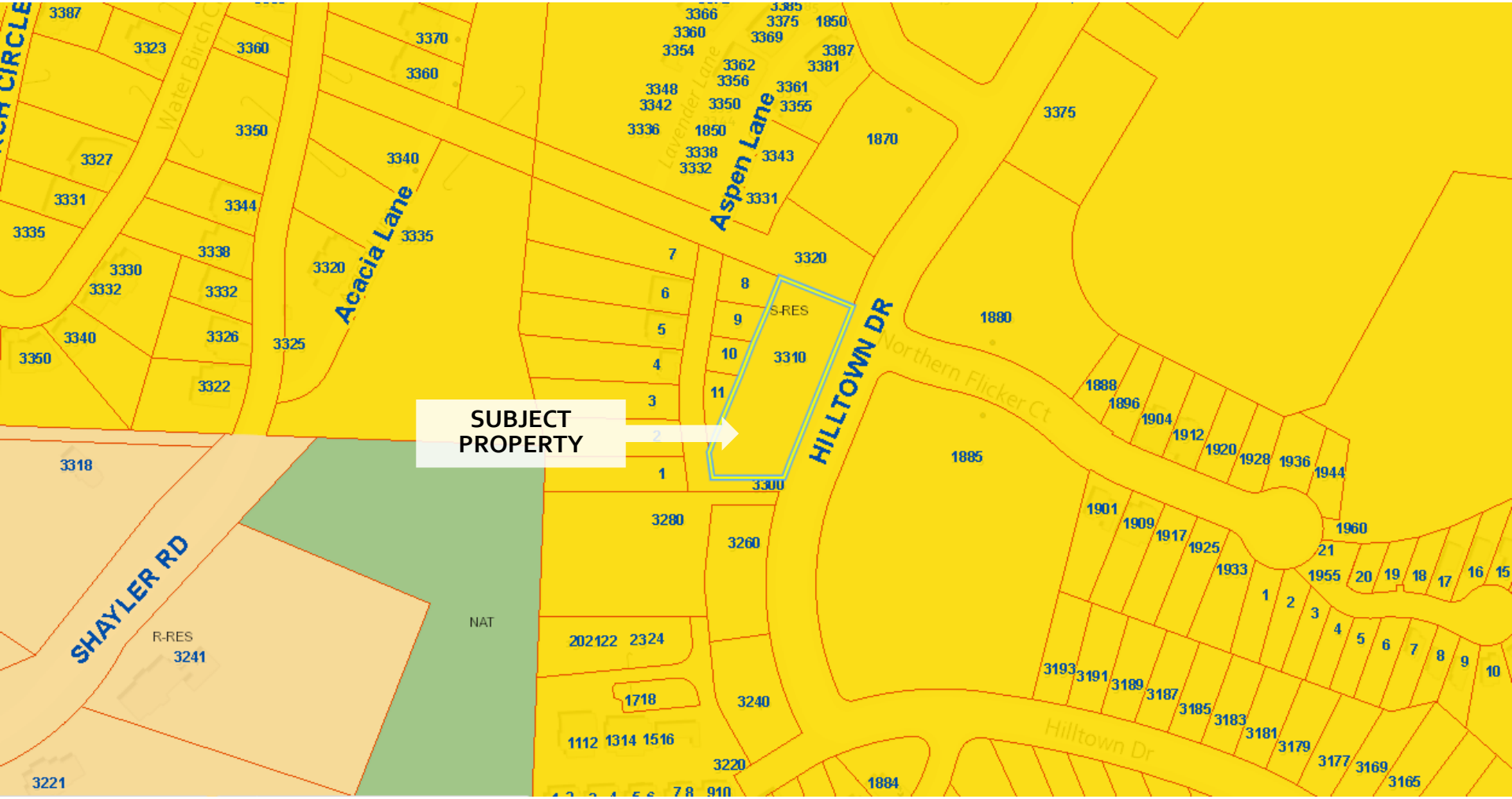
Development Process



Context Map

SUBJECT PROPERTY
HILLTOWN DR
SHAYLER RD
Acacia Lane
Aspen Lane

OCP Future Land Use



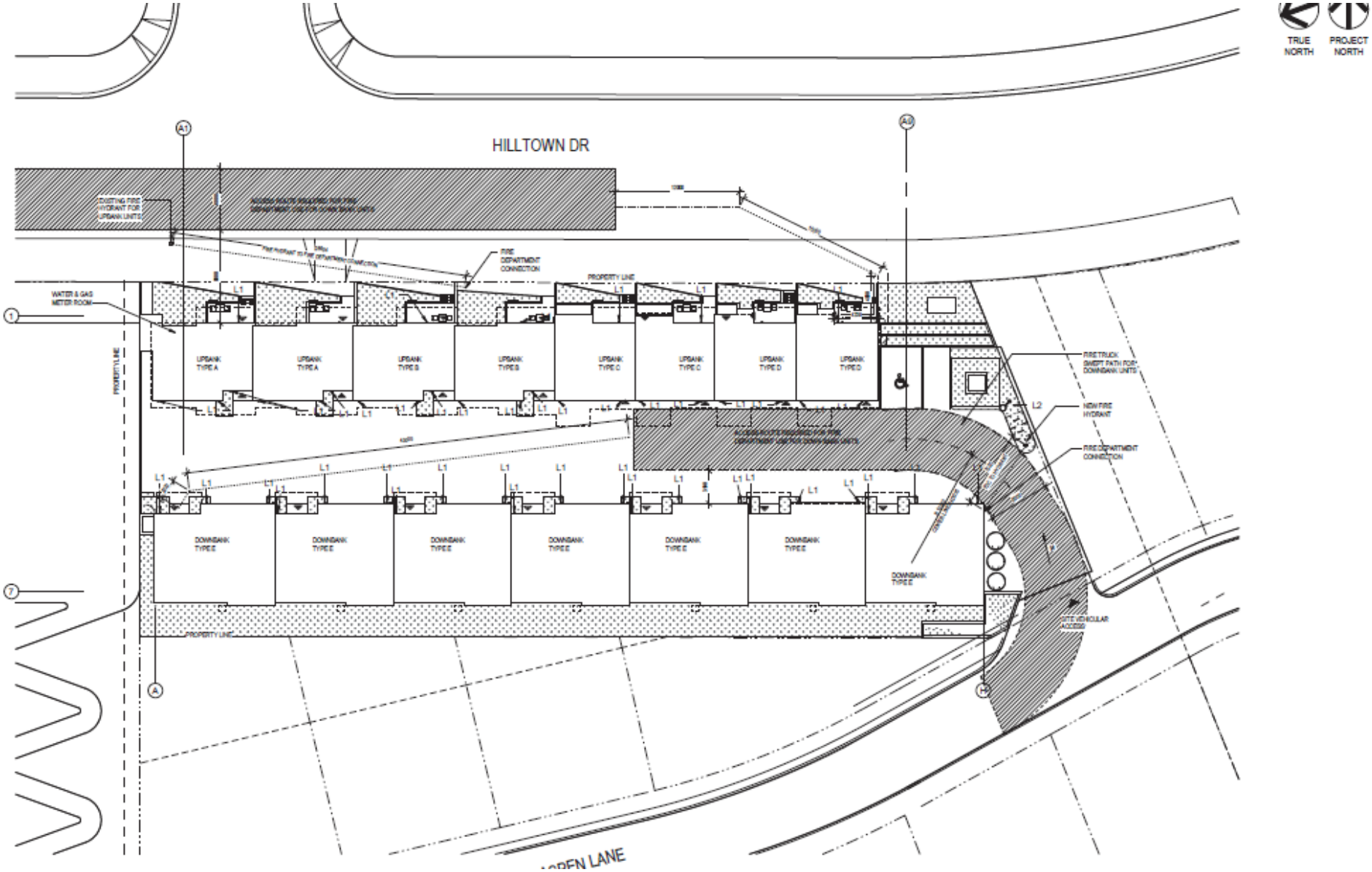
Subject Property Map

Project Details

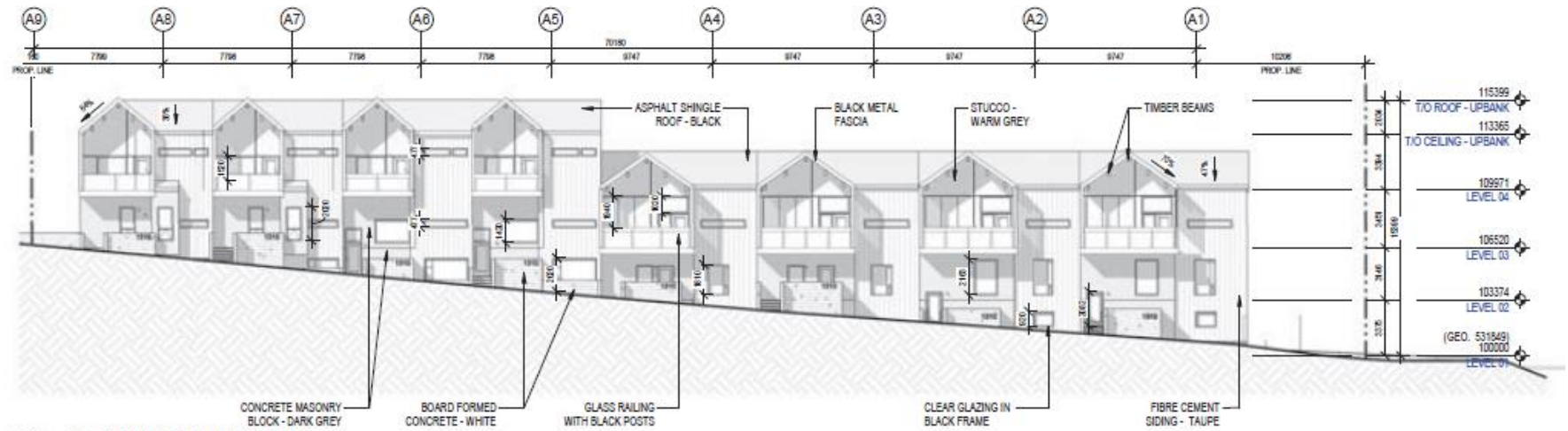
City of Kelowna

- The subject property is a 0.73-acre site along Hilltown Drive.
- The project includes 15 3-bedroom units.
  - Units broken up into two blocks:
    - 7 located on the top of the slope
    - 8 ground-oriented units along Hilltown Drive.
- The height and massing steps down towards the round to create a strong streescape.

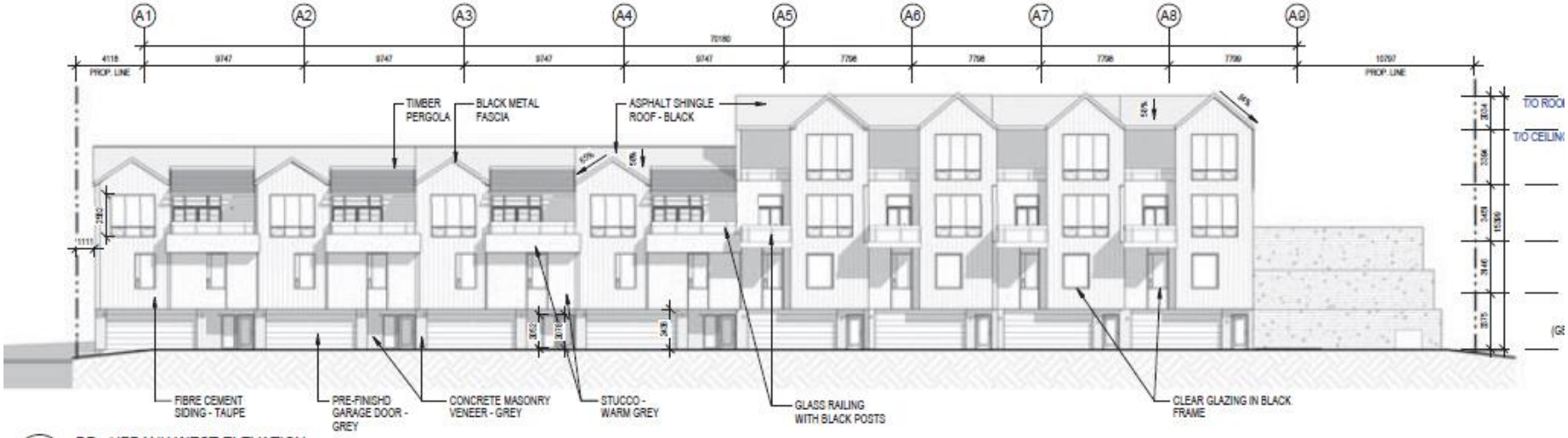
Site Plan


TRUE NORTH
PROJECT NORTH
HILLTOWN DR
EXISTING FIRE HYDRANT FOR UPBANK UNITS
FIRE DEPARTMENT CONNECTION
PROPERTY LINE
WATER & GAS METER ROOM
UPBANK TYPE A
UPBANK TYPE A
UPBANK TYPE B
UPBANK TYPE B
UPBANK TYPE C
UPBANK TYPE C
UPBANK TYPE D
UPBANK TYPE D
FIRE TRUCK SWEPT PATH FOR DOWNBANK UNITS
NEW FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
DOWNBANK TYPE E
DOWNBANK TYPE E
DOWNBANK TYPE E
DOWNBANK TYPE E
DOWNBANK TYPE E
DOWNBANK TYPE E
DOWNBANK TYPE E
SITE VEHICULAR ACCESS
PROPERTY LINE
PROPERTY LINE

West & East Elevations - Upbank

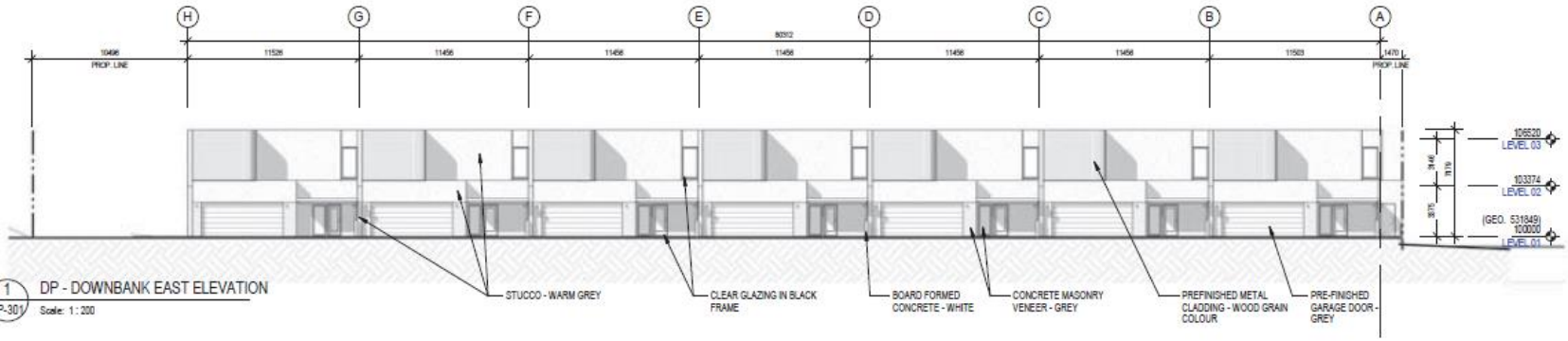


3 DP - UPBANK EAST ELEVATION
DP-301 Scale: 1 : 200



2 DP - UPBANK WEST ELEVATION
DP-301 Scale: 1 : 200

West & East Elevations - Downbank



1 DP-301 DP - DOWNBANK EAST ELEVATION
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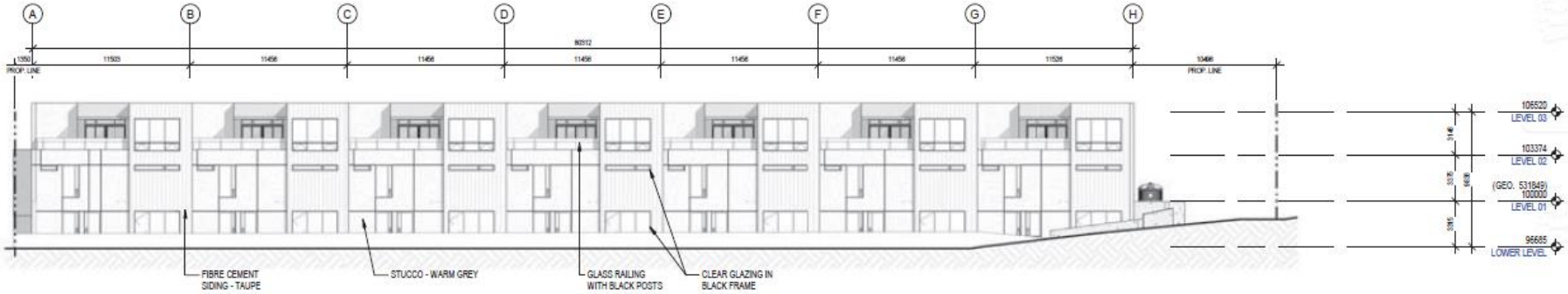


4 DP-301 DP - DOWNBANK WEST
Scale: 1 : 200

Conceptual Rendering

UPBANK UNITS - SOUTHWEST SIDE

UPBANK UNITS - SOUTHWEST SIDE

DOWNBANK UNITS - NORTHWEST SIDE

DOWNBANK UNITS - SOUTHWEST SIDE

Conceptual Rendering

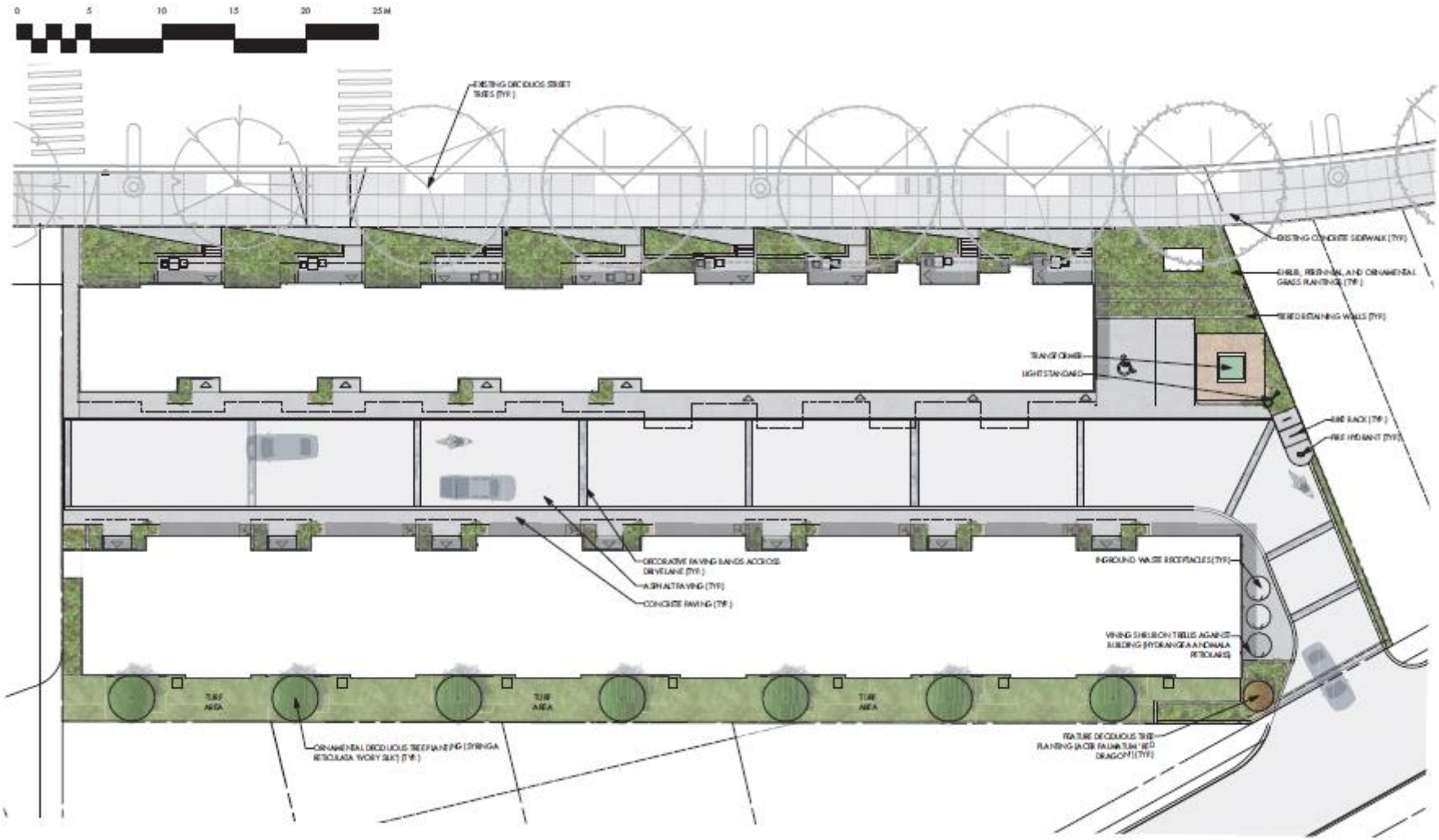
UPBANK AND DOWNBANK UNITS - ASPHALT ROADWAY EAST SIDE

UPBANK UNITS - NORTHEAST SIDE

UPBANK UNITS - NORTHWEST SIDE

DOWNBANK UNITS - SOUTHEAST SIDE

Landscape Plan



Staff Recommendation

City of Kelowna

- Staff recommend **support** of the proposed development:
  - Consistent with Area Structure Plan
  - Meets the majority Form and Character Guidelines
  - Consistent with the surrounding neighbourhood uses

City of Kelowna

Conclusion of Staff Remarks

Bylaw Number #12375

Zoning Bylaw

City of Kelowna

Kelowna.ca/ZoningBylaw

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CONSOLIDATED FOR CONVENIENCE

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SECTION 1 - General Administration

1.1 Title

1.1.1 This Bylaw shall be referred to as the "City of Kelowna Zoning Bylaw No. 12375".

1.2 Zoning Map

1.2.1 The City of Kelowna is hereby divided into the zones as described throughout this Bylaw.
1.2.2 The boundaries of those zones are shown on the Zoning Map which is attached as Schedule 'A' to this Bylaw.
1.2.3 In this Bylaw, the Zoning Map (Schedule 'A') will generally refer to the shorthand version of the zone. For example, RU1 – Large Lot Housing, will generally be referenced as RU1 within the maps.
1.2.4 Schedule 'A' may contain zone sub-classes as outlined within each zone.

1.3 Uses and Regulations

1.3.1 Except for legal non-conforming uses or developments approved by a Development Variance Permit or a Board of Variance order, or another agreement or permit as authorized by the *Local Government Act*; the use, buildings, and structures in each zone or area shall be in accordance with the uses (either principal use and secondary use) listed in the zone and all the applicable regulations and requirements of this Bylaw.
1.3.2 No land, building, or structure, within the City of Kelowna shall be developed, used, constructed, erected, modified, converted, enlarged, re-constructed, altered, placed, maintained, or subdivided except in conformity with the provisions of this Bylaw.
1.3.3 This Bylaw does not apply in the following situations:

(a) alterations, maintenance and repair to any building or structure, provided that such work does not involve structural alterations; and does not change the use or intensity of use of the building or structure;

(b) the construction of a single storey accessory building or structure with a maximum gross floor area of 10 square metres;

(c) the use of a building, or part thereof, as a temporary polling station, election official's headquarters, candidate's campaign office, and any other temporary use in connection with a federal, provincial, or municipal election, referendum, or census;

(d) the use of a building, or part thereof, as a constituency office for a federal Member of Parliament or a provincial Member of the Legislative Assembly when located in a commercial, industrial or institutional zone. Any signage for the constituency office must meet the requirements of the Sign Bylaw No. 11530 for the existing zoning of the property;

(e) a temporary structure which is incidental to the erection, maintenance, alteration, or sales of a building, structure, or utility for which a building or development permit has been issued provided that they are removed within 30 days of project completion or one year following the issuance of a building permit, whichever is earliest;

(f) the use of non-residential or non-agricultural zones for activities such as amusement carnivals, religious gatherings, and music festivals for less than 7 days provided a valid licence has been issued under the City of Kelowna Business License & Regulation Bylaw No. 7878 and an Outdoor Event Permit issued pursuant to Outdoor Events Bylaw No. 8358;

(g) railways, pipelines, irrigation ditches, conduits, flumes, and pump houses;

(h) utility services underground or within statutory rights-of-way and utility poles and anchors; and

(i) those lands within the boundaries of the Duck Lake Indian Reserve No. 7 and Indian Reserve No. 8.

1.4 Compliance with Other Legislation

1.4.1 In addition to this Bylaw, a person is responsible for ascertaining and complying with the requirements of all other applicable: municipal bylaws, provincial statutes, provincial regulations, federal statutes, and federal regulations.

1.4.2 The provisions of the development permit system included within the Official Community Plan apply in addition to the regulations in this Bylaw.

1.4.3 No person shall construct, place, erect, display, alter, repair or re-locate a sign permitted by this Bylaw except in accordance with Sign Bylaw No. 11530.

1.5 Repeal

1.5.1 The City of Kelowna Zoning Bylaw, 1998, No. 8000, including all amendments is hereby repealed.

1.6 Applications in Process

1.6.1 A development will be processed in accordance with City of Kelowna Zoning Bylaw No. 8000, as the Bylaw read on the date of repeal, provided a development permit or development variance permit was issued or a complete building permit was submitted for the development prior to the effective date of this Bylaw. A building permit for any development processed in accordance with City of Kelowna Zoning Bylaw No. 8000 must be issued within 12 months of the effective date of this Bylaw. All other development must comply with this Bylaw.

1.7 Land Dedications and Setbacks

1.7.1 Further developments upon any lot that is reduced in size as a result of a dedication or purchase for public use by the City, provincial or federal government, an improvement or irrigation district, the Board of Education, or a public utility shall use the new lot lines for all development regulations unless otherwise approved by a Development Variance Permit or Board of Variance order.

1.8 General Interpretation

1.8.1 Any enactments referred to in this Bylaw are a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time, and any bylaw referred to in this Bylaw is a reference to an enactment of the Council of the City of Kelowna, as amended, revised, consolidated, or replaced from time to time.

1.8.2 The headings given to sections, paragraphs, and sub-sections in this Bylaw are for convenience of reference only. They do not form part of this Bylaw and will not be used in the interpretation of this Bylaw.

1.8.3 The schedules attached to this Bylaw form part of this Bylaw.

SECTION 2 - Severability

2.1 Severability

2.1.1 If any section, paragraph, or phrase of this Bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

SECTION 3 – Enforcement

3.1 General

3.1.1 The Director of Planning & Development Services, Building Official, and Bylaw Enforcement Officers are authorized to enforce the provisions of this Bylaw.

3.2 Right of Entry

3.2.1 The Director of Planning & Development Services, Building Officials, and Bylaw Enforcement Officers shall have the right of entry and may enter onto any land or into any building at all reasonable hours in order to inspect the same and to ascertain whether the provisions of this Bylaw have been carried out.

3.2.2 No person shall interfere with or obstruct the entry of a Bylaw Enforcement Officer or any authorized City representative onto any land or into any building to which entry is made or attempted pursuant to the provisions of this Bylaw.

3.3 Prohibitions

3.3.1 No person shall contravene, cause, suffer, or permit a contravention of this Bylaw.

3.3.2 No person shall commence or undertake a use which is not permitted by this Bylaw.

3.3.3 No person shall construct, make an addition to, or alter a building or structure, which is not permitted by this Bylaw.

3.3.4 No person shall contravene a condition of a permit issued under this Bylaw.

3.3.5 No person shall modify any description, specifications, or plans that were the basis for the issuance of any permit by the Director of Planning & Development Services or a Building Official.

3.3.6 No person shall authorize or do any development that is at variance with the description, specifications, or plans that were the basis for the issuance of a building permit.

3.3.7 No owner, lessee, tenant, or person shall:

(a) park or store a commercial vehicle in excess of 4,100 kilograms licensed gross vehicle weight on a lot in a residential zone;

(b) park or store a recreational vehicle in excess of 5,500 kilograms. licensed gross vehicle weight on a lot in a residential zone;

(c) permit a motor vehicle in a state of disrepair or derelict for more than 30 days on a lot in a residential zone;

(d) park or store more than two recreational vehicles outdoors on a lot in a rural residential zone, single & two dwelling zone, or in an agricultural zone;

(e) place or install a flammable / combustible liquid storage container exceeding 205 litres on a lot in a residential zone;

(f) fail to deflect lighting away from adjacent property as required by Section 6;

(g) conduct a use in a zone where the use is not listed as a principal or secondary use in the zone;

(h) permit occupancy of and / or to occupy a secondary dwelling unit which is not a permitted principal or secondary use in the zone; and

(i) place or store construction materials on a lot in a residential zone without an active building permit on the lot unless the construction material is limited in scale and is used for personal use.

3.4 Penalties

3.4.1 Every person who violates a provision of this Bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Fifty Thousand Dollars ($50,000.00) and the costs of prosecution.

3.4.2 Each day a violation of the provisions of this Bylaw exists or is permitted to exist shall constitute a separate offence.

SECTION 4 – Amendments

4.1 Application

4.1.1 Any person applying to have any provision of this Bylaw amended shall apply in writing by submitting an application in the form and manner prescribed in Development Application and Heritage Procedures Bylaw No. 12310.

SECTION 5 – Definitions & Interpretations

5.1 Rules of Interpretation

5.1.1 Words used in the present tense include the other tenses and derivative forms; words used in the singular include the plural and vice versa; and the word "person" includes a corporation, firm, partnerships, trusts, and other similar entities as well as an individual. Words have the same meaning whether they are capitalized or not.

5.1.2 The words "shall" and "is" require mandatory compliance except where a variance has been granted pursuant to the *Local Government Act*.

5.1.3 The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

5.1.4 Words, phrases, and terms defined neither in this section nor in the *Local Government Act* shall be given their usual and customary meaning.

5.2 Zone Boundaries

5.2.1 The zone boundaries on the Zoning Map shall be interpreted as follows:

(a) where a zone boundary follows a street, lane, railway, pipeline, power line, utility right-of-way, or easement, it follows the centreline of the right-of-way or easement, unless otherwise clearly indicated on the Zoning Map;

(b) where a zone boundary is shown as approximately following the City boundary, it follows the City boundary;

(c) where a zone boundary is shown as approximately following the edge, shoreline, or high-water mark of a river, lake, or other water body, it follows that line. In the event of change, it moves with the edge or shoreline;

(d) where a zone boundary is shown as approximately following a lot line, it follows the lot line;

(e) where a zone boundary is shown as approximately following a topographic contour line or a top of bank line, it follows that line;

(f) where a zone boundary is shown as being generally parallel to or as an extension of any of the features listed above, it shall be so; and

(g) in circumstances not covered above, the zone boundary shall be determined by the scale of the Zoning Map.

5.2.2 When any street is closed, the land is deemed to have the same zoning as the abutting land. When abutting lands are governed by different zones, the centreline of the previous right-of-way is the zone boundary unless the zone boundary is shown following the edge of the right-of-way.

If the right-of-way is consolidated with an adjoining parcel, the parcel's zoning designation applies to the consolidated portion.

5.3 General Definitions

5.3.1 The definitions of uses group individual land uses into a specified number of classes, with common functional or physical impact characteristics. They define the range of uses which are principal and secondary, with or without conditions, within various zones of this Bylaw.

5.3.2 The following guidelines shall be applied in interpreting the use class definitions:

(a) typical uses listed in the definitions as examples are not intended to be exclusive or restrictive; and

(b) where a specific use does not conform to the wording of any use class definition or generally conforms to the wording of two or more definitions, the use conforms to and is included in that use class which is most appropriate in character and purpose.

5.3.3 The following words, terms, and phrases, wherever they occur in this Bylaw, shall have the meaning assigned to them as follows:

A

ABUT or ABUTTING means immediately contiguous to, or physically touching, and when used with respect to lots or sites means two that share a common lot line.

ACCESSORY BUILDING OR STRUCTURE means a separate building or structure that may be connected to the principal building by a breezeway, normally ancillary, incidental, subordinate, and located on the same lot as the main building or structure. Typical accessory structures include but are not limited to antennae, propane tanks, satellite dishes, flagpoles, garages, and garden sheds. This category of buildings and structures do not apply to agricultural structures or to temporary farm worker housing.

See Section 6.9 for further accessory building regulations.

ADJACENT means land that abuts and is contiguous to a site, and also includes land that would be contiguous if not for a street, lane, walkway, stream, utility lot, underground pipeline, power line, drainage ditch, watercourse, or similar feature.

AGRICULTURAL ANIMAL UNIT is equivalent to a live farm animal weight corresponding to 455 kilograms (1000 pounds) for livestock, poultry, or any combination of them equaling 455 kilograms.

AGRICULTURAL BY-PRODUCT means a by-product of agriculture and includes manure, used mushroom medium and agricultural vegetation waste. A full list of agricultural by-products is listed within the Environmental Management Act under the Code of Practice for Agricultural Environmental Management.

AGRICULTURAL LAND COMMISSION (ALC) means the autonomous, administrative tribunal, independent of the provincial government, that is responsible for administering the *Agricultural Land Commission Act* and its regulations which relate to the preservation of agricultural land.

AGRICULTURAL LAND RESERVE (ALR) means land, including Crown Land, that has been defined as being suitable for farm use, and has been designated for preservation under the provisions of the *Agricultural Land Commission Act*.

AGRICULTURAL STRUCTURES are those buildings or structures used for agriculture or agriculture, intensive. Section 10.3 Permitted Land Uses for agricultural and rural residential zones outlines different agricultural related land uses and Section 10.5 – A1 Agricultural and Development Regulations outlines various setbacks, heights, site coverage, and gross floor area limits for agricultural structures and various agricultural related structures.

AGRICULTURE means development or use of land for the growing of crops or the production of farm products. Parcels within the ALR shall be inclusive of any farm use as identified by the ALC.

AGRICULTURE, INTENSIVE means the use of land, buildings and structures by a commercial enterprise or an institution for:

(a) the confinement of poultry, livestock (excluding horses), or fur bearing animals.
(b) the growing of mushrooms, including significant composting.

AGRICULTURE, URBAN means the cultivation of a portion of a lot for the production of food including fruits, vegetables, nuts, and herbs for human consumption only. Activities that produce or emit hazards, odour, dust, smoke, noise, effluent, light pollution, glare, or other emission are prohibited. This definition does not include poultry and/or livestock. Community gardens are permitted wherever agricultural, urban is permitted but must follow the specific regulations identified in Section 9.6 Agriculture, Urban.

AGRI-TOURISM means the use of land for any agri-tourism activity defined under the *Agricultural Land Commission Act* and related regulation or policy. This land use excludes agri-tourist accommodations.

AIRCRAFT SALES/RENTALS means the sale, charter, or rental of aircraft together with incidental maintenance services, and the sale of parts and accessories.

AIRPORTS means any area designed, prepared, equipped, or set aside for the arrival, departure, movement, or servicing of aircraft; and includes any associated buildings, installations, hangars, open space, accessory parking and equipment in connection therewith. This also includes aircraft and airport related manufacturing and services.

ALCOHOL PRODUCTION FACILITIES means the production of alcoholic beverages or alcohol products with alcoholic content exceeding 1% by volume. The public tasting and retail sale of alcoholic product is limited to that which is produced on-site. This public tasting and retail sale limit can be expanded for properties within the ALR as permitted by ALC's regulations and polices.

ALTERATION OF LAND means, but is not necessarily limited to: soil relocation due to building or parking lot construction or alteration; removal, alteration, disruption or destruction of vegetation; soil removal or filling; construction or alteration of retaining walls, patios, lawns, agricultural activity or any structural change to a building or structure that results in an increase or decrease in the area or volume of the building or structure; a change in the area, frontage, depth, or width of a lot that affects the required yard, landscaped open space, or parking requirements under this Bylaw; or discontinuance or change, where the new use is differently defined as the original use, in the principal use of the lot, building, or structure.

ALTERNATIVE FUEL INFRASTRUCTURE means any one of the following:

(a) level-3 electric vehicle charging station (also known as a DC fast charger), or its equivalent;
(b) fast-fill compressed natural gas (CNG) vehicle refueling station;
(c) hydrogen vehicle refueling station; and /or
(d) liquefied petroleum gas (propane) vehicle refueling station.

ANCILLARY means subordinate or assisting and in the case of a building or structure, would include essential structural components necessary to the building function such as mechanical penthouses, elevator housing, mechanical rooms, communication structures, or chimneys.

ANIMAL CLINICS, MAJOR means those premises where animals are given medical and surgical care and may include outdoor shelter. This use also includes animal clinics, minor as well as animal shelters used for the temporary care of lost, abandoned, or neglected animals.

ANIMAL CLINICS, MINOR means those premises where domestic pets, animals and birds are treated inside a building and kept for medical or surgical purposes and are directly or indirectly under the care of a veterinarian. This use also includes animal grooming, training, and day-care, but does not include an animal shelter. Animals are to be kept overnight only when required for medical supervision.

APARTMENT HOUSING means any physical arrangement of at least two attached dwelling units, intended to be occupied by separate households, which does not conform to the definition of any other residential use class. The dwelling units within apartment housing may include any configuration of number of bedrooms. The apartment housing use includes any building configured as congregate housing or supportive housing.

AQUACULTURE means the controlled cultivation, rearing, and harvesting of fish (finfish, mollusks, crustaceans) aquatic plants and any other aquatic organism but specifically excludes seafood processing.

AUCTIONEERING ESTABLISHMENTS means buildings and/or land for the auctioning of goods and equipment including the temporary storage of such goods and equipment.

AUTOMOTIVE AND EQUIPMENT means the retail sale, rental, servicing, washing, installation, detailing, painting, and repair of new or used automobiles, motorcycles, bicycles, snowmobiles, tent trailers, boats, travel trailers, recreational vehicles, and similar vehicles. This includes any accessory land use related to automotive and equipment vehicles including land uses like insurance services as well as the sale, installation, or servicing of related accessories and parts. This includes but is not limited to automobile dealerships, transmission shops, muffler shops, tire shops, automotive glass shops, autobody repair, paint shops, and upholstery shops. This land use is restricted to: the sale or rental of new or used vehicles with gross vehicle weight less than 4100 kilograms, motorhomes with a length less than 6.7 metres, or motorhomes with a gross vehicle weight less than 5500 kilograms.

AUTOMOTIVE AND EQUIPMENT, INDUSTRIAL means the sale, rental, service, or repair of heavy vehicles, machinery or mechanical equipment typically used in building, roadway, pipeline, oil field and mining construction, manufacturing, assembling operations, processing operations and agricultural production. This land use does not include standard truck and mobile sales/rentals. This land use includes: the sale or rental of new or used vehicles with gross vehicle weight more than 4100 kilograms, motorhomes with a length of more than 6.7 metres, or motorhomes with a gross vehicle weight of more than 5500 kilograms.

AWNING means a retractable or non-retractable covering of non-rigid materials such as canvas or similar fabric projecting from the exterior wall of the building.

B

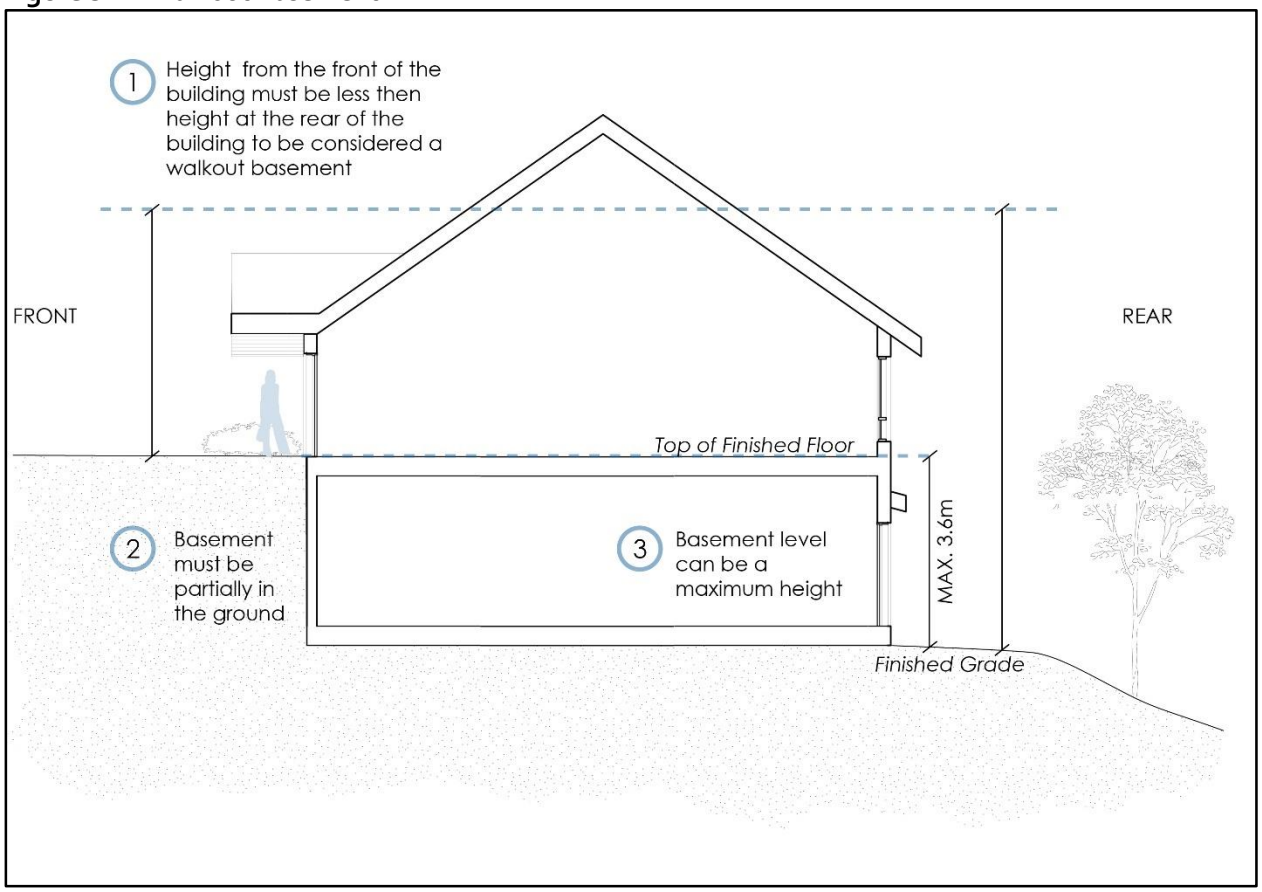
BACHELOR DWELLING means a dwelling in which the sleeping and living areas are combined and which is not reasonably capable of being developed as a dwelling unit containing a separate bedroom or bedrooms.

BALCONY means an uncovered platform, attached to and projecting from the face of a building, above the first storey, which is only accessed from within a building.

BASEMENT means a portion of a building that is underground, which has more than one third (1/3) of its height above finished grade but where the height above finished grade does not exceed 1.8 metres.

BASEMENT, WALKOUT means a portion of a building which is partly underground, and which has an entrance or exit at separate grade levels between the front and rear yards (see Figure 5.1). The absolute height level from the front of the building must be less than the absolute height level at the rear of the building.

Figure 5.1 - Walkout Basement



BED AND BREAKFAST HOMES means the accessory use of a residence in which temporary overnight accommodation and breakfast is provided to tourists.

See Section 9.3 for specific regulations of bed and breakfast homes.

BEDROOM means a room located within a dwelling unit where the primary function is for sleeping. It may include, but is not limited to, dens, lofts, studies, and libraries.

BOARDER means a non-family member who is a lodger, roomer, or person who pays for and takes regular lodging, with or without meals.

BOARDING OR LODGING HOUSE means the use of a dwelling unit within single detached housing and semi-detached housing. The owner or manager may supply accommodation for their family, and sleeping unit accommodation, for remuneration. It may or may not include meal service. Boarding or lodging houses must operate as a single household up to a maximum of 10 persons. Short-term rental accommodation is not permitted within a boarding or lodging house.

BOAT LAUNCHES means a ramp that extends from an upland property or right-of-way across the foreshore and into the lake, the purpose of which is to facilitate lake placement and removal of boats and other water vessels.

BOAT LIFTS means an uncovered structure, attached to a dock, which facilitates the removal of boats from the water, and which can allow for a boat to be stored above the high-water level of the lake.

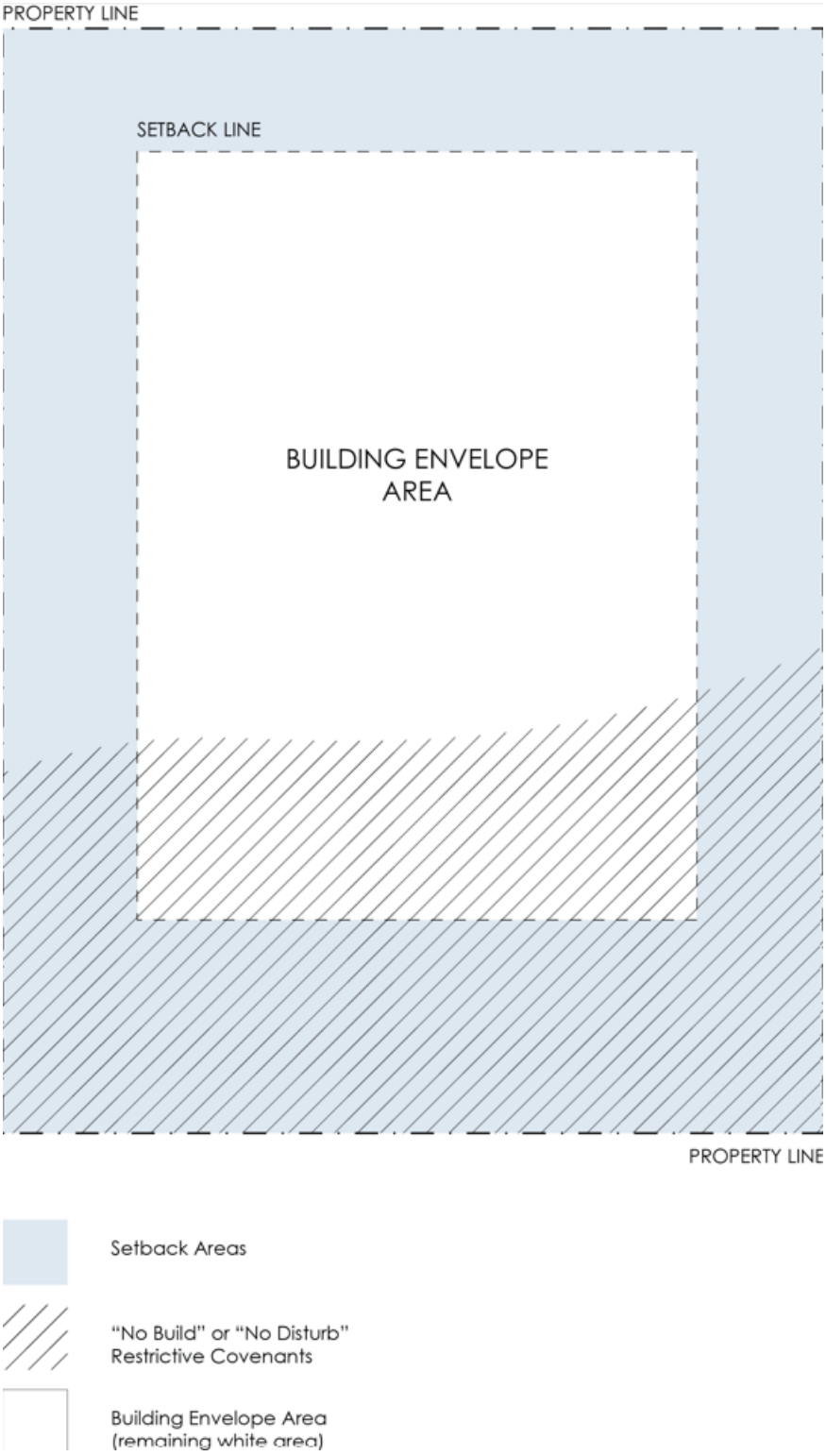
See Section 9.5 Dock and Boatlift Regulations for specific regulations.

BOAT STORAGE means the storage of boats and other marine equipment, which are in working order, for the purpose of dry land moorage where the boats and marine equipment are intended to be launched by the operator of the boat storage facility for short term use by the boat and marine equipment owner. Where the boat storage facility is actively storing 100 or more boats, boat storage includes on-site fuel dispensing for the sole purpose of fueling the boats and marine equipment stored at the facility. The fuel storage tanks must adhere to the Life and Safety Bylaw No.10760 and Best Management Practices outlined in the CCME – Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products. Boat storage does not include major servicing, sales, or major repair of boats or marine equipment.

BREEZEWAY means a connection between buildings that is not enclosed, not heated, not insulated, and is not restricted by intervening doors.

BUILDING ENVELOPE AREA means the remainder area of a lot after excluding the setbacks areas and all areas of the lot that have a 'no build' restrictive covenant or a 'no disturb' restrictive covenant for any environmental or geotechnical purposes. (See Figure 5.2).

Figure 5.2 – Building Envelope Area



BUILDING means a temporary or permanent structure having a roof supported by columns or walls for the shelter or enclosure of persons, animals, materials, chattels and/or equipment.

BUILDING FRONTAGE means the measurement of the length of a building wall which directly faces a street.

BUILDING OFFICIAL means the persons appointed by City Council to administer and enforce the provisions of the City of Kelowna Building Bylaw, 1993, No. 7245 and the City of Kelowna Plumbing Regulation Bylaw No. 5968-87.

BUILDING PERMIT means a permit issued in accordance with the City of Kelowna Building Bylaw, 1993, No. 7245.

BULK FUEL DEPOT means lands, buildings, and structures for the bulk storage and distribution of petroleum products and may include key lock retail sales.

BUSINESS means one establishment for carrying on a commercial or industrial undertaking of any kind or nature, or the providing of professional, personal, or other service for gain or profit. This includes a home-based business.

BYLAW ENFORCEMENT OFFICER means the officers or employees appointed by Council as such.

C

CALIPER means the trunk diameter of a tree measured at a point 300 millimeters above the top of the root ball.

CAMPSITES means the use of land which has been planned and improved for the seasonal short-term use of holiday trailers, motor homes, tents, campers and similar recreational vehicles. This land use is not to be used as year-round storage or accommodation for residential use for more than 240 days in one year.

CANNABIS means cannabis as defined in the *Controlled Drugs and Substances Act* and includes any products containing cannabis.

CANNABIS CULTIVATION means a land use involving the growing of cannabis:

(a) outdoors in a field; or
(b) inside a structure that has base consisting entirely of soil (e.g., greenhouses); or
(c) in a structure approved by the ALC.

CANNABIS PRODUCTION FACILITY means a facility for producing, processing, sorting, providing, shipping, delivering and/or destroying of cannabis and cannabis related products can include analytical testing in permitted industrial zones and must be licensed by Health Canada. This land use does not include the retail sale or dispensing of cannabis.

See Section 9.9 Cannabis Regulations for specific regulations.

CANOPY means a non-retractable hood cover or marquee which projects from the wall of a building. It does not include an awning, projecting roof, roof eaves, or enclosed structure.

CARPORT means a roofed structure free standing or attached to the principal building which is not enclosed on the front and at least one side, used by the building occupants to shelter parked vehicles.

CARRIAGE HOUSE means a dwelling unit located within a building that is subordinate to the principal building on the lot and is not an accessory building or structure. A carriage house shall not be stratified.

CAR-SHARE ORGANIZATION means operations that allow members of the general public to book vehicles on a short-term as-needed basis, paying only for the time they use the vehicle and the distance they drive. The operators are responsible for maintenance, insurance and vehicle booking through an online application.

CAR-SHARE VEHICLE (CLASSIC) a vehicle owned or leased by a car-share organization where the vehicle is returned to the same location at the end of every booking to a shared-vehicle parking area.

CAR-SHARE VEHICLE (ONE-WAY) a vehicle owned or leased by a car-share organization that has no fixed or dedicated parking space.

CAR-SHARE VEHICLE PARKING SPACE a parking space reserved for the exclusive use of a classic or one-way car share vehicle.

CEMETERY means those areas of land that are set aside for the burial of human remains. Typical uses are memorial parks and burial grounds, including crematoriums.

CHANNELIZED STREAM means permanent or relocated streams that have been dyked, diverted, or straightened and carry drainage flows from headwaters or significant sources of groundwater. Reaches of channelized streams may be confined by roads and fences and in many cases can also meander through fields. Human constructed channels that divert irrigation water from a stream but return overflow water back to a stream in a manner that allows fish access is classified as channelized streams.

CHILD CARE CENTRE, MAJOR means an establishment licensed as required under the *Community Care and Assisted Living Act* intended to provide care, educational services, and supervision for more than 8 children. See Table 8.3.6 for parking requirements of Child Care Major uses.

CHILD CARE CENTRE, MINOR means an establishment licensed as required under the *Community Care and Assisted Living Act* intended to provide care, educational services, and supervision for no more than 8 children. The care must be provided by a principal resident that resides at the dwelling for more than 240 days of a year.

CITY means the Corporation of the City of Kelowna.

CLEARANCE means the unobstructed vertical distance between the finished grade or finished floor and the underside of a canopy, awning, ceiling, or structure.

COMMERCIAL STORAGE means a self-contained building or group of buildings containing lockers available for rent for the storage of personal goods or a facility used exclusively to store bulk goods of a non-hazardous nature.

COMMERCIAL USE means an occupation, employment or enterprise that is carried on for gain or monetary profit by any person.

COMMERCIAL ZONES are any zones described in Section 14 Core Area and Other Zones of this Bylaw or any CD zone in which the predominant use, as determined by its general purpose and list of permitted uses, is of a commercial use nature.

COMMON AND PRIVATE AMENITY SPACE means a useable open space area, exclusive of parking spaces, which is developed for the recreational use of the residents and includes: indoor common amenity space, outdoor common space, common terraces, common rooftop spaces, private decks, level landscaped recreation areas, and balconies. Landscaped areas required in Section 7 cannot be counted towards common and private amenity space.

COMMUNITY GARDEN means the recreational growing of plants on a lot and does not include the growing and subsequent sale of produce for commercial purposes. This definition does not include the keeping of poultry and/or livestock.

See Section 9.6 Agriculture, Urban for specific regulations.

CONCRETE AND ASPHALT PLANTS means the processing, manufacturing, recycling, and sales of concrete and asphalt and the accessory manufacturing and sales of products made from concrete and asphalt.

CONFINED LIVESTOCK AREA means an outdoor area, other than a grazing area, seasonal feeding area or temporary holding area, where livestock or poultry are confined by structures or topography.

CONGREGATE HOUSING means housing in the form of multiple sleeping units where residents are provided with common living facilities, meal preparation, laundry services and room cleaning. Congregate housing may also include other services such as transportation for routine medical appointments and counselling. Congregate housing may be in any apartment or townhouse form. Congregate housing does not include student residences.

CONSTRUCT OR CONSTRUCTION includes build, erect, install, repair, alter, add, enlarge, move, locate, re-locate, re-construct, upgrade, remove, or excavate.

CONSTRUCTED CHANNEL means constructed drainage channels that carry drainage water from more than one property but do not carry water from headwaters or significant sources of groundwater. Flows in agricultural constructed channels may be year-round and are not regulated. Constructed channels may also deliver water for irrigation purposes.

CONSTRUCTED DITCH means drainage channels that carry drainage water from one property only but do not carry water from headwaters or significant sources of groundwater. Flows in agricultural constructed ditches may be year-round and are not regulated. Constructed ditches may also deliver water for irrigation purposes.

CORE AREA means those areas identified as a 'Core Area' within the mapping areas identified within the Official Community Plan.

COUNCIL means the Municipal Council of the City of Kelowna.

CSA means Canadian Standards Association.

CULTURAL AND RECREATION SERVICES means development for recreation, social, local community multi-purpose purposes, private clubs, spectator entertainment establishments, libraries and cultural exhibits. Typical uses include but are not limited to community halls, social clubs, private clubs, libraries, museums, art galleries, auditoria, cinemas, and concert halls.

D

DECK means an uncovered, platform without a roof or walls, which may include visual partitions and railings, and has a surface height greater than 0.6 metres above finished grade.

DENSITY means a measure of the intensity of development to the area of the lot, including the number of units on a lot measured in units/area or floor area ratio, as the case may be. When calculation of density involves a number of units per lot and yields a fractional number, the number of units permitted shall be rounded down to the lowest whole number.

DETENTION AND CORRECTION SERVICES means development for the purpose of holding or confining and treating or rehabilitating persons. Typical uses include but are not limited to prisons, jails, remand centres, and correction centres.

DEVELOPMENT includes any activity that the City is authorized to regulate under Part 14 of the *Local Government Act*.

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES means the person appointed as such by the City and includes the person's lawful designate.

DOCKS means a structure that is permanently affixed to aquatic land and can be used on a year-round basis. Docks do not include seasonal temporary moorage facilities which are withdrawn from the water and are stored on the upland during the winter season. See Section 9.5 Dock and Boatlift Regulations for specific regulations.

DORMER means a structural element of a building that projects from the plane of a sloping roof surface. See Section 6.10 for specific regulations including setback requirement.

DRIVE THROUGH means any commercial development providing a product or service where a queuing lane exists onsite where customers typically remain within the vehicle. Drive through must meet the development regulations and siting regulations outlined in Section 9.4.

DUPLEX HOUSING means a building designed exclusively to accommodate two households living independently in separate dwelling units above or below each other. This type of development is designed and constructed as two dwelling units at initial construction.

DUST FREE SURFACE means surface comprised of asphalt or other hard surface, or chemically treated or washed gravel having a minimum particle size of 100% 2.5 ml gradation.

DWELLING means accommodation providing interconnected, free flowing space including bedroom(s), washrooms, and a kitchen intended for domestic use, and used or intended to be used permanently or semi-permanently for a household. A dwelling includes only one room which, due to its design, plumbing, equipment, and furnishings, may be used primarily as a kitchen, except where otherwise permitted in the bylaw. One wet bar is permitted within a dwelling. This use does not include a room in a hotel or a motel. Secondary suites are considered a separate dwelling unit.

E

EDUCATION SERVICES means development used for training, instruction, education, and/or certification in a specific trade, skill, or service. This includes schools, administration offices, gyms, maintenance/storage facilities, outdoor recreation, and related accessory buildings. This use includes but is not limited to commercial schools, private schools, public schools, community colleges, universities, technical schools, and vocational schools.

EMERGENCY AND PROTECTIVE SERVICES means a public facility used by fire protection, police, ambulance, or other such services as a base of operations.

END-OF-TRIP FACILITIES means the suite of complementary common facilities such as clothing lockers, change room, washroom, shower access, bike repair space, and bike wash stations that are necessary to support cyclists, joggers, walkers, and other active commuters where these amenities are needed at the end of their trip.

EXHIBITION AND CONVENTION FACILITIES means a building or site intended to provide permanent facilities for meetings, seminars, conventions, product and trade fairs and similar exhibitions.

F

FARM RETAIL SALES STANDS means those accessory buildings and structures for retailing agricultural products on a farm.

FARM UNIT means one or more contiguous or non-contiguous lots, that may be owned, rented, or leased, within City limits, which forms and is managed as a single farm.

FENCE means a structure used as an enclosure or for screening purposes around all or part of a lot or a swimming pool.

FIELD STORAGE means storage of agricultural products in the fields for longer than two (2) weeks.

FINANCIAL SERVICES means the provision of financial and investment services by a bank, trust company, investment dealer, credit union, mortgage broker, insurance company or related business. Insurance companies that cater to a specific sector of the commercial or industrial business community and do not offer personal, financial, investment or insurance services are not included in this definition.

FISH means shellfish, crustaceans, and marine animals and the eggs, spawn, spat, and juvenile stages of fish, shellfish, crustaceans, and marine animals.

FLEET SERVICES means development using a fleet of vehicles for the delivery of people, goods or services, where such vehicles are not available for sale or long-term lease. Typical uses include but are not limited to ambulance services, rental vehicle, taxi services, bus lines, messenger, and courier services. This does not include moving or cartage firms involving trucks with a gross vehicle weight of more than 3,000 kilograms.

FLOOR AREA, GROSS (GFA) means the sum of the horizontal areas of each floor of a building measured from the interior face of exterior walls providing that in the case of a wall containing windows, the glazing line of the windows may be used.

FLOOR AREA, GROSS LEASABLE (GLA) means the sum of the horizontal areas of each floor of a building which is designed to be used exclusively for tenant occupancy measured from the interior face of exterior walls providing that in the case of a wall containing windows, the glazing line of the windows may be used.

FLOOR AREA, NET means the sum of the horizontal areas of each floor of a building measured from the interior face of exterior walls providing that in the case of a wall containing windows, the glazing line of the windows may be used. The net floor area measurement is exclusive of areas used exclusively for storage (storage area must be a common facility accessible by more than one owner), service to the building, attics, attached garages, carports, breezeways, porches, balconies, exit stairways, common/public corridors, parkades, terraces, common amenity spaces, and building mechanical systems are also excluded. In the case of congregate housing, communal dining and kitchen facilities are excluded.

FLOOR AREA RATIO means the numerical value of the net floor area on all levels of all buildings and structures on a lot, divided by the area of the lot.

FOOD PRIMARY ESTABLISHMENT means development where prepared food and beverages are offered for sale to the public. Typical uses include but are not limited to licensed restaurants, theatre restaurants, banquet facilities, cafes, delicatessens, tea rooms, lunchrooms, refreshment stands and take-out restaurants. Licensed restaurants may serve any kind of liquor, even to customers who do not order food. However, a full range of appetizers and main courses must be available whenever liquor is available. These establishments may be holders of a Food Primary liquor licences.

FOOD PRIMARY LICENCE means liquor licence issued by the Province of British Columbia Liquor Control and Licensing Branch for a business in the hospitality, entertainment or beverage industry including restaurants where the service of food rather than the service of liquor is the primary focus of the business.

FORESHORE means the Crown land between the high and low water levels of a lake.

FORESTRY means the extraction, storage, sorting, and grading of primary forest materials.

FRONTAGE means the length of a lot line which immediately adjoins a street other than a lane or walkway.

FUNERAL SERVICES means premises used for the preparation of the dead for burial or cremation and the holding of funeral services.

G

GAMING FACILITIES means any place that is customarily or regularly used for bingo or other games of chance pursuant to a licence issued by or under the authority of the Provincial Government and includes a social club for which gaming is licensed by the Provincial authority.

GAS BAR means land and/or buildings used for the sale of motor fuel, lubricating oils, automotive fluids and associated convenience store products. The gas bar may be a self-service, full service, key lock, card lock, or other similar operation and may include the servicing, washing, and/or repairing of vehicles as an accessory use. Gas bars shall adhere to the following:

(a) all pump islands shall be located at least 6.0 metres from any lot line, parking area on the site, or laneways which is intended to control traffic circulation on the site.

(b) a canopy over a pump island shall not extend to within 3.0 metres of the lot line of the site.

(c) the canopy area for a gas bar shall not constitute part of the site coverage.

GENERAL INDUSTRIAL USE means land and/or a buildings used principally for one or more of the following: processing of raw materials; the manufacturing or assembling of semi-finished or finished goods, products or equipment, but not food products directly to the public; the storage, cleaning, servicing, repairing or testing of materials, goods and equipment normally associated with industrial, business or household use; terminals for the storage or distribution of materials, goods and equipment; the distribution and sale of materials, bulk goods and equipment to institutions, industrial or commercial businesses for their direct use or to retail stores or other use classes for resale to individual customers; or the training of personnel in general industrial operations.

Any training services, or schooling that is directly related to industrial operations are permitted (for example: industrial truck driving training, machinist operations, etc.). Any training or schooling which is predominately conducted within a classroom setting is only permitted within zones where educational services are permitted. Any indoor display, office, technical, administrative support, or retail sale operations shall be accessory to the general industrial uses listed above. The net floor area devoted to such accessory activities shall not exceed 25% of the gross floor area of the building(s) devoted to the general industrial use. This use includes autobody and repair shops.

General industrial uses are not permitted to have outdoor storage of toxic, noxious, explosive, odourous, or radio-active materials. General industrial uses are not permitted to carry out their operations such that there would be a nuisance factor from noise, odour, earth borne vibrations, heat, high brightness light sources, or dust created or apparent outside an enclosed building except for I3 – Heavy Industrial zoned properties. However, I3 zoned properties are not permitted to carry out their operations such that there would be a significant nuisance factor created beyond the boundary of the I3 zone.

GRADE, FINISHED means the elevation of the finished surface of the ground at the base of the outside walls of a building or structure. Finished grade is determined by taking the level of the finished ground surface at every location of change grade along the outside walls of a building or structure. Finished grade

must be at least 1.5 metres wide measured from the base of the wall or the width of the setback in that location (whichever is less). The finished grade can increase or decrease at a maximum rate of 15% from the base of the wall to the width of the setback at that location or at least 1.5 metres wide (whichever is less). Window wells and access stairwells are exempted for determination of finished grade. See illustrative figures below.

Finished grades shall follow specific grading regulations outlined in Section 6.11 Grading.

Figure 5.3(a) – Finished Grade: Single Detached Housing

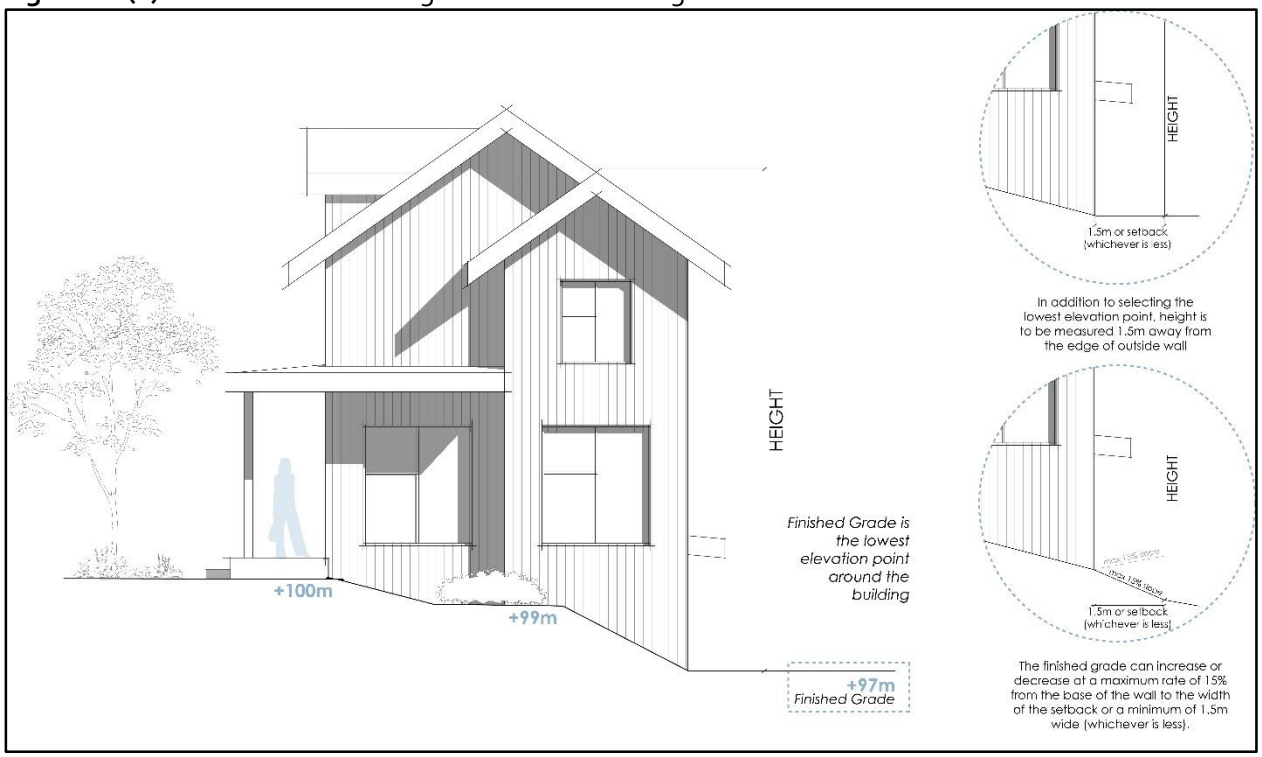


Figure 5.3(b) – Finished Grade: Apartment

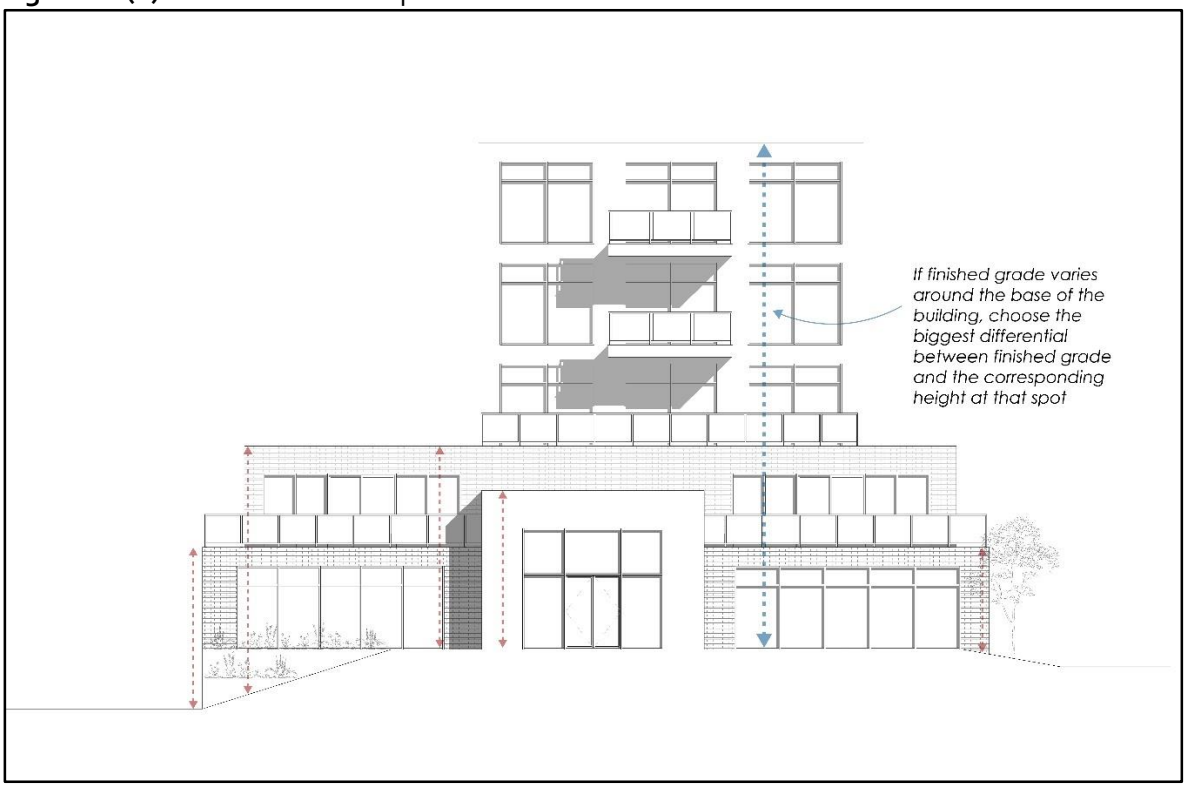


Figure 5.3(c) – Finished Grade: Sloped Fronting Road

GRADE, NATURAL means the elevation of the ground surface in its natural state, before human alteration, or on sloping or irregular sites, the angled plane, before human alteration.

GRAZING AREA means a pasture or rangeland where livestock, poultry or farmed game is primarily sustained by direct consumption of feed growing in the area.

GREENHOUSE means a structure covered with translucent material, used for the purpose of growing plants, and is of sufficient size for persons to work within the structure.

GREENHOUSES AND PLANT NURSERIES means development used primarily for the cultivation and storage of produce, bedding, household and ornamental plants, trees, bushes, sod, and related materials. This use does not include landscaping, excavating or soil processing businesses or operations.

GROUND-ORIENTED HOUSING means residential dwelling units of one or more storeys in height, each of which has its:

(a) own private outdoor space attached to the dwelling unit (typically situated at ground level).

(b) primary entrance (i.e., front door) on the exterior of the building, entered directly from a fronting publicly accessible street, walkway, or open space (i.e., without passing through a shared indoor lobby or corridor). Ground-oriented housing can also have a second access and egress via a shared lobby and /or common corridor.

(c) any setback reduction granted to ground-oriented housing can be applied to the main lobby of a building.

Figure 5.4 – Ground Oriented Housing

GROUP HOME means the use of a dwelling unit within single detached housing, semi-detached housing, or a duplex housing with living arrangements whereby clients with disabilities or other unique conditions share personal care resources. These services are designed to maximize independence and to support responsibility in areas such as household management, vocation pursuits, and social relationships. Group Homes cannot have more than 10 persons and no more than 6 persons who are persons in care. The

character of group homes is that the occupants live together as a single housekeeping group and use a common kitchen. Short-term rental accommodation is not permitted within a Group Home.

GROWING MEDIUM means the material that plants grow in. Growing medium shall follow the standards identified in the Canadian Landscape Standard (CLS).

H

HEALTH SERVICES means a development used for the provision of physical or mental health services on an out-patient basis. Services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative, or counseling nature. Typical uses include, but are not limited to, medical and dental offices, chiropractors, massage therapists and acupuncture clinics, health clinics, and counseling services. This use does not include the retail sale or dispensing of cannabis.

HEIGHT with respect to a building refers to the maximum vertical distance between finished grade and the highest point of the structure of a non-sloping roof, or the mid-point of a sloping roof.

In determining whether a development conforms to the maximum height permitted in any zone, structures such as chimney stacks, aerials, antennae, water towers, wind machines, monuments, observation and transmission towers, farm silos, steeples, elevator housings, roof stairway entrances, ventilating equipment, firewalls, skylights, or flagpoles for federal, provincial, or municipal flags shall not be considered for the purpose of determining the height. Dormers will not be considered in the structure's overall height measurement. However, see Section 6.10 for specific dormer regulations.

Figure 5.5 – Height measurements

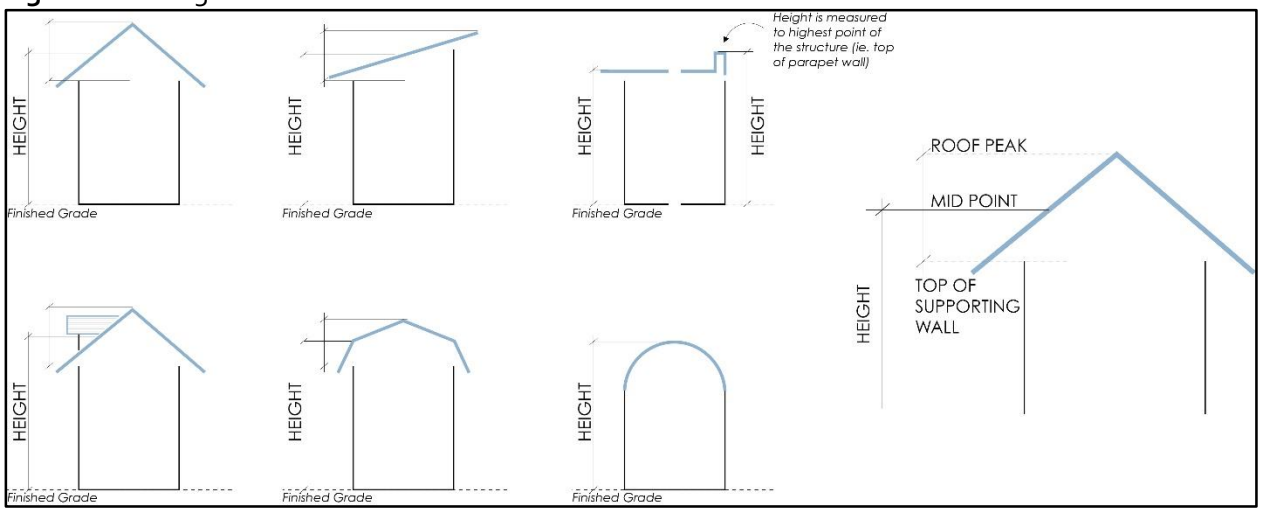
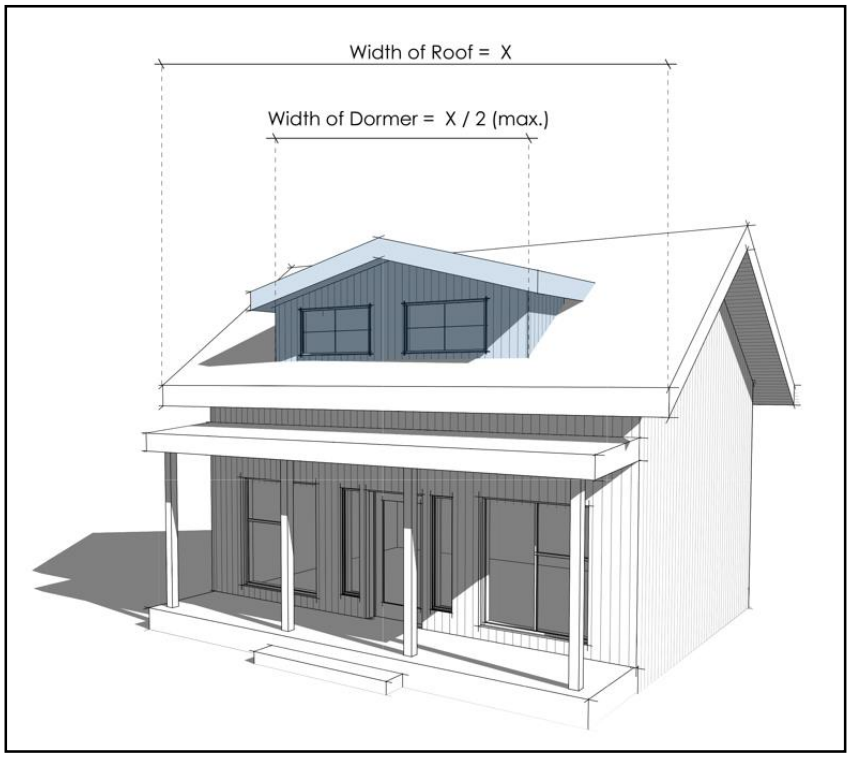


Figure 5.6 - Dormers



HOME-BASED BUSINESS means development consisting of the use of a dwelling unit or accessory building for a business by a resident. The business must be secondary to the residential use of the building and shall not change the residential character of the dwelling or accessory building.

This use does not include automotive & equipment. This use also does not include the retail sales of products not produced on site, with the exception of mail order sales, website sales, telephone sales, or goods where the customer does not enter the premises to inspect or pick up the goods or products incidental to the service provided.

Home Based Businesses are divided into three categories: **Minor, Major, and Rural**:

(a) **Minor** home-based businesses are intended to operate within a dwelling unit only (not an accessory building) and have no aspects of business operations detectable from outside the property.

(b) **Major** home-based businesses are intended to operate within a dwelling unit (or within an accessory building).

(c) **Rural** home-based businesses are intended to operate within a dwelling unit (or within an accessory building) and can be more intensive than major home-based businesses (see Section 9.2 for differences). Rural home-based businesses are the only home-based businesses that permit any type of cutting and wrapping of wild game or any other meat.

See Section 9.2 for specific Home-Based Business Regulations.

HOSPITAL means a public institution providing health services for both in-patients and out-patients including room, board, emergency care, and the prevention and treatment of sickness, disease, or injury. This use is intended to include: standard administrative and operational support functions; small offices for health-related fundraising charities and research advocacy organizations; areas for staff wellness such as gyms and non-residential sleep rooms; provision for compassionate religious services (not to include a regular congregation); a lawfully operated helipad; and institutional cafeteria services. The secondary operation of private medical practices which accommodate patients for specialized procedures or services are permitted only if it is necessary for that procedure or service to be delivered in a hospital setting.

HOTELS means a building or part thereof with a common entrance lobby and shared corridors, which provides sleeping accommodation for transient visitors and may include public facilities such as restaurants, banquet, beverage, meeting and convention rooms, recreation facilities, and personal service establishments for the convenience of guests. The maximum length of stay is no more than 240 days.

HOUSEHOLD means:

(a) a person; or

(b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or

(c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or

(d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities;

(e) in addition, a household may also include up to one housekeeper or nanny.

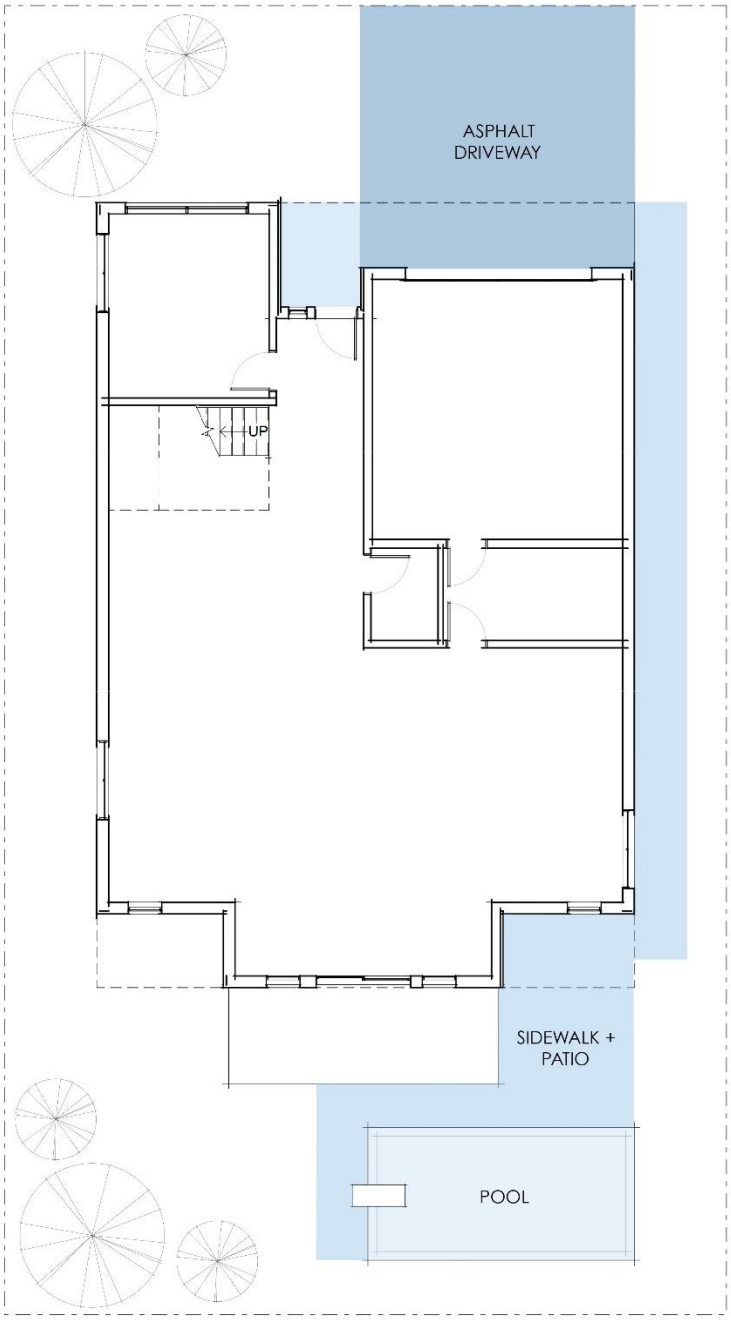
I

IMPERMEABLE SURFACE means a surface which either prevents or impedes the entry of water into the soil mantle as under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. A surface will be considered impermeable when the runoff coefficient is ***greater than 0.3*** as per the following table. Surfaces other than those listed in the table are to be presented complete with all applicable support material such as historical and manufacturer details to the City Engineer for approval of the proposed runoff coefficient and surface designation. All manufactured surfaces are to be installed with permeable joints and base material. The base material is to be to a depth recommended by the manufacturer to ensure infiltration and storage.

Table 2.1 – Impermeable Surface Run-Off Coefficients

SURFACE		RUN OFF COEFFICIENT
Forested		0.059- 0.2
Lawns, well drained (sandy soil)	Up to 2% slope	0.05 – 0.1
	2% to 7% slope	0.1 – 0.15
	Over 7 % slope	0.15 – 0.2
Lawns, poor drained (clay soil)	Up to 2% slope	0.13 – 0.17
	2% to 7% slope	0.18 – 0.22
	Over 7 % slope	0.25 – 0.35
Asphalt		0.7 – 0.95
Concrete		0.8 – 0.95
Shingle Roof		0.75 – 0.95
Brick Pavers (12mm joint or less)		0.7 – 0.85
Turfstone (with permeable cells)		0.25
Grasspave		0.1 – 0.25
Uni Eco-Stone (with permeable joints)		0.25

Figure 5.7 – Impermeable surfaces



BUILDING SITE COVERAGE	+	IMPERMEABLE SURFACES	=	TOTAL SITE COVERAGE
PRINCIPLE DWELLING CARRIAGE HOUSE GARAGE SHED STRUCTURES		DRIVEWAYS SIDEWALKS / PATHS / PATIOS POOLS *any surface that prevents / impedes water entering into the soil*		

INDUSTRIAL ZONES are any zones described in Section 14 Core Area and Other Zones of this Bylaw or any CD zone in which the predominant use, as determined by its general purpose and list of permitted uses, is of an industrial nature.

INSTITUTIONAL ZONES are any zones described in Section 14 Core Area and Other Zones of this Bylaw or any CD zone in which the predominant use, as determined by its general purpose and list of permitted uses, is of an institutional nature.

K

KENNELS means a building used for the breeding, buying, selling or overnight boarding of animals including individual dogs, cats, or other domesticated animals excluding livestock and horses.

KITCHEN means facilities for the preparation or cooking of food, and includes any room containing counters, cabinets, plumbing, or wiring, which may be intended or used for the preparation or cooking of food.

L

LANDSCAPE AREA means the area located within the required front yard setback areas, rear yard setback areas, and industrial side yard setback areas setback area up to a maximum of 3.0 metres.

LANDSCAPING means changing, modifying, or enhancing the visual appearance of a site including reshaping the earth, planting lawns, shrubs, trees or preserving the original natural vegetation, adding walks, fencing, patios and other ornamental features for the purpose of beautifying or screening the appearance of a lot. Landscaping excludes those features with roofs and those used for shelter or those structures that provide opaque (solid) screening beyond the permitted provisions for fencing described in Section 7 Site Layout of this Zoning Bylaw. See Section 7 Site Layout for specific landscaping regulations.

LANE means a highway under the *Local Government Act* more than 3.0 metres but not greater than 8.0 m in width.

LEVEL 2 CHARGING means a Level 2 electric vehicle charging level as defined by SAE International's J1772 standard.

LEVEL 3 CHARGING means direct current (DC) level 1, or higher, electric vehicle charging station as defined by SAE International's J1772 standard.

LIQUOR PRIMARY ESTABLISHMENT means development where alcoholic beverages are offered for sale to the public from establishments which may include forms of entertainment such as (but not limited to) dancing, singing, or cabaret entertainment. Must hold a Liquor Primary Licence. Off-sales of alcoholic beverages are a permitted ancillary use.

LIQUOR PRIMARY LICENCE means a liquor licence issued by the Province of British Columbia Liquor and Cannabis Regulation Branch for a business in the hospitality, entertainment or beverage industry including bars, pubs, nightclubs, recreation centres and stadiums, where the service of liquor is the primary focus of the business.

LIVESTOCK means cattle, horses, sheep, goats, swine, rabbits, fish, farmed game and exotic animals as prescribed by the Specialty Farm Operations Regulation under the Farm Practices Protection (Right to Farm) Act.

LOADING SPACE means an on-site loading space reserved for temporary vehicular parking for the purpose of loading or unloading goods and materials.

See Section 8.4 Off-Street Loading for specific regulations.

LONG-TERM BICYCLE PARKING means bicycle parking that is specifically provided and equipped for residents, students, employees, and others who generally stay at a site for several hours. The parking provided shall be easy to access for a range of users, secure for long periods of time and provide shelter from weather.

LOT means a parcel of land, including Crown Land, which is legally defined either by registered plan or description.

LOT AREA means the total horizontal area within the lot lines of a lot.

LOT DEPTH means the horizontal distance between the mid-points of the front and rear lot lines.

LOT LINE means the legally defined boundary of any lot or property line.

LOT LINE, FRONT – COMMERCIAL AND INDUSTRIAL means the street frontage onto which the primary façade or front yard of the building faces or as approved by the Director of Planning & Development Services.

LOT LINE, FRONT – URBAN AND RURAL RESIDENTIAL means, in the case of an interior lot, a lot line separating the lot from the street; or in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street not including a corner rounding or corner cut; or for a lot configuration that is not otherwise described in this definition, front lot line as approved by the Director of Planning & Development Services.

LOT LINE, REAR means either the lot line opposite to, and most distant from, the front lot line, or, where there is no such lot line, the point of intersection of any lot lines other than a front lot line which is furthest from and opposite the front lot line.

LOT LINE, SIDE means any lot boundary line which is not a front or rear lot line.

LOT WIDTH means the width of a lot where it abuts the street except in the case of an irregularly shaped lot, where the width shall be the horizontal distance between the side lot lines at the minimum front yard setback. For a reverse pie lot, the lot width is the horizontal distance between the side lot lines at the minimum rear yard setback.

LOT, BARELAND STRATA means a lot in a bare land strata plan.

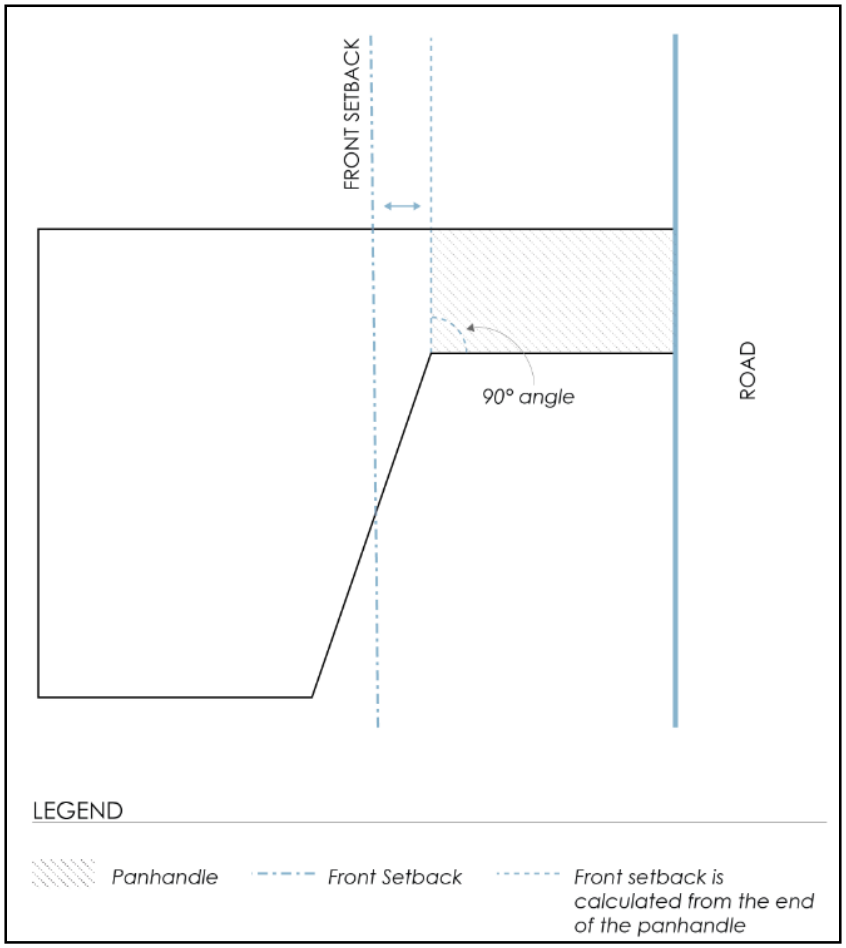
LOT, CORNER means a lot situated at the intersection of two or more streets, or a lot that has two adjoining lot lines abutting a street which substantially changes direction at any point where it abuts the lot.

LOT, DOUBLE FRONTING, (or THROUGH) means a lot which abuts two streets which are parallel or nearly parallel to the lot. In these cases, both streets will be considered front yards (with no rear yard).

LOT, INTERIOR means a lot other than a corner lot.

LOT, PANHANDLE means a lot which has its primary legal access from a street through a narrow strip of land which is an integral part of the lot. This narrow strip is referred to as the panhandle.

Figure 5.8 – Panhandle Lot



LOT, PIE means a lot which is generally configured such that its width at the rear lot line is greater than at its front lot line.

LOT, REVERSE PIE means a lot which is generally configured such that its width at the rear lot line is less than at its front lot line.

LOT, STRATA means a lot shown on a strata plan according to the *Strata Property Act*.

M

MARINAS means a commercial or government establishment or premises, containing docking or mooring facilities where boats and other water vessels and their accessories are berthed, stored, serviced, repaired, constructed, or kept for sale or for rent. Accessory and related uses to marinas are permitted such as a marine sani-dump, a marine fueling facility, marine equipment rentals, and retail sales of goods that are convenience in nature and related to the marina operation.

MAX is abbreviated for 'maximum' which means the greatest or highest amount possible or permitted.

MEZZANINE means an intermediate floor assembly as defined by the BC Building Code.

MICRO SUITE DWELLING UNIT means a dwelling unit which is less than 29 square metres in gross floor area.

See Section 9.8 Minimum Dwelling Unit Size for specific regulations.

MID-POINT, ROOF means the halfway point of a roof that falls between the top of the peak and the top of the supporting wall.

MIN is abbreviated for 'minimum' which means the least or smallest quantity possible, attainable, or required.

MOBILE HOME means a factory made residential structure designed and manufactured with a deformation resistant steel frame that is design to be supported on a non-frost protected foundation. Mobile home does NOT include:

(a) factory made residential structures designed and manufactured to be supported on BC Building Code compliant frost protected foundations.

(b) any structure designated as "Park Model" or "Recreational Vehicle" (RV).

MOBILE HOME PARK means a parcel of land for the placement of two or more mobile homes. This does not include the situation where a mobile home is used for immediate family on agricultural land.

MOBILE HOME SPACE means an area set aside and designated within a mobile home park for the installation and placement of a mobile home, including access to an internal road and space for the exclusive accessory use by the owner or occupant of that mobile home.

MOORAGE, PERMANENT means the long-term securing of a boat or other water vessel by means of cables, anchors, or other contrivances.

MOORAGE, TEMPORARY means the securing of a boat or other water vessel by means of cables, anchors, or other contrivances on a short-term basis of less than 24 hours.

MOTELS means a building or group of buildings divided into self-contained sleeping or dwelling units, each with a separate exterior entrance and convenient access to on-site parking. Motels may include eating and drinking establishments and personal service establishments. The maximum length of stay is no more than 240 days.

MULTI-RESIDENTIAL SHARED GARDEN means a portion of a lot, shared with a multi-residential dwelling that is used for the recreational growing of plants for food and/or pleasure for the residents of the multi-residential dwelling. It does not include the growing and sale of produce for commercial purposes.

N

N/A means not applicable, that there is no particular regulation in that zone for that category, but that the other regulations in this Bylaw still apply.

NATURAL BOUNDARY means the visible high-water mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark the soil of the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself.

NATURAL RESOURCE EXTRACTION includes the quarrying, processing, removal and off-site sale of sand, gravel, earth, or mineralized rock found on or under the site. Typical uses include but are not limited to quarries, gravel pits, and stripping of topsoil.

NATURAL STREAM means watercourses that have not been significantly altered by human activity and are predominantly in their natural state.

NON-ACCESSORY PARKING means development providing vehicular parking which is not primarily intended for residents, employees, or clients of a particular development. Typical uses include surface parking lots and parking structures located above or below natural grade.

NON-CONFORMING USE means a lawful existing use made of a lot or building, intended to be made of a building lawfully under construction, or a development which is approved under provisions of Section 1.7 of this Bylaw at the date of Council adoption of this Bylaw, or amendment thereof, which on the date this Bylaw or an amendment thereto becomes effective, would no longer comply with this Bylaw.

O

OFFICES means development primarily for the provision of professional, management, administrative, consulting, or financial services in an office setting. Typical uses include but are not limited to the offices of lawyers, accountants, architects, travel agents, real estate and insurance firms, technology firms, planners, clerical, and secretarial agencies. The main difference between professional services and office: is professional services primary function is accepting clients and customers with a reception area, whereas, offices could function without directly servicing clients/customers entering the premises from the street. This excludes servicing and repair of goods, the sale of goods to the customer on the site, and the manufacturing or handling of a product.

OFFICIAL COMMUNITY PLAN means the Kelowna 2040 - Official Community Plan Bylaw No. 12300.

ON-FARM CANNABIS PROCESSING means an accessory use to cannabis production on a farm unit and includes the drying, sorting, trimming, chopping, testing, packaging, storage or wholesale distribution of cannabis, but does not include secondary processing of cannabis including but not limited to the production of oils, creams, health products, and food and beverage products.

ON-FARM COMPOSTING means the composting of agricultural by-product or raw materials, which may include manure, straw, vegetative waste, wood residue, mortalities, processing waste, ground paper, other sources of carbon and nitrogen and bulking agents or a combination of any of these.

ON-FARM PROCESSING means the undertaking of processes, including grading, packing, mixing, drying, canning, size reduction, fermentation, heat treatments, cold treatments, chemical treatments, and biological treatments on a farm unit to:

(a) prepare value added products from farm products to sell,
(b) prepare feed for livestock, poultry, farmed game, located on the farm, or
(c) process and slaughter animals.

but excludes on-farm cannabis processing, on-farm composting, on-farm soil preparation, and on-farm soilless medium production.

OPEN SPACE means that portion of a lot not occupied by parking or vehicle areas, buildings, accessible to, and suitable for gardens, landscaping, and recreational use by building tenants or residents.

OUTDOOR STORAGE means the accessory storage of equipment, goods, and materials in the open air where such storage of goods and materials does not involve the erection of permanent structures or the material alteration of the existing state of the land. Typical uses include but are not limited to pipe yards or vehicle or heavy equipment storage compounds. All outdoor storage areas must be surfaced with a dust-free surface.

OWNER means the registered owner of an estate in fee-simple or his agent authorized in writing, and includes the tenant for life under a registered life estate, the registered holder of the last registered

agreement for sale, and the holder or occupier of land held in the manner described in the *Community Charter*.

P

PARAPET or PARAPET WALL means that portion of a perimeter building wall that rises above the roof.

PARK means land used for public recreation purposes for passive or action recreation including tot-lots, playgrounds, walkways, trails, environmentally sensitive areas, band shells, forest reserves, wildlife sanctuaries, green belts, conservation areas, buffers, nature interpretation areas, landscaping, sports fields, tennis courts, lacrosse boxes, recreation centres, swimming pools, field houses, arenas, stadiums, and related buildings/structures consistent with the general purpose of park land.

PARKING LOT means a lot or part of a lot or a building available to be used for the temporary parking of more than one vehicle by customers, employees and the public at large.

PARKING SPACE means an off-street space of the size and dimensions to park one vehicle, exclusive of driveways, aisles, or ramps, which complies with Section 8 of this Bylaw.

PARTICIPANT RECREATION SERVICES, INDOOR means facilities within an enclosed building for sports, active recreation and performing and cultural arts where patrons are predominantly participants. Typical uses include but are not limited to athletic clubs, health and fitness clubs, swimming pools, rifle and pistol ranges, bowling alleys, amusement arcades, and racquet clubs.

PARTICIPANT RECREATION SERVICES, OUTDOOR means facilities which are available to the public at large for sports and active recreation conducted outdoors. Typical uses include but are not limited to regulation length or par-three golf courses, ball fields, and riding stables.

PASSIVE HOUSE means a building achieving the Passive House Building Certification established by Passive House Canada.

PATIO means a platform, which may or may not be attached and projecting from the face of a building, with a surface height that does not exceed 0.6 m from natural grade at any point.

PARTY WALL means a wall jointly owned and jointly used by two parties under easement agreement or by right in law and erected at or upon a line separating two parcels of land, each of which is, or is capable of being, a separate real estate entity.

PAWN means to deposit goods or chattels as security for the payment of money or other consideration.

PAWNSHOP means premises where goods or chattels are taken in pawn.

PENTHOUSE means a structure projecting above a building roof or parapet, housing a suite, elevator shaft or stairwell; or forming a wall or screen around equipment mounted on the roof.

PERSONAL SERVICE ESTABLISHMENTS means uses which provide personal services to an individual which are related to the care and appearance of the body or the cleaning and repair of personal effects. Typical uses include but are not limited to barber shops, hairdressers, tattoo parlours, manicurists, tailors,

dress makers, shoe repair shops, dry cleaning establishments, and laundromats but does not include health services.

PORCH means a roofed, open structure projecting from the exterior wall of a building with walls which are open or screened to facilitate use as an outdoor living area.

POULTRY means domesticated birds kept for eggs, meat, feathers, hide or cosmetic or medicinal purposes, and includes broilers, cornish, layers, breeding stock, replacement pullets, roasters, duck, geese, turkeys, game birds and ratites.

PRIVATE CLUBS means land and/or buildings used for the meeting, social, or recreational activities of members of a philanthropic, social service, non-profit, athletic, business, or fraternal organizations. Private clubs may include rooms for eating, drinking and general assembly and may hold a Liquor Primary Licence.

PROFESSIONAL SERVICES means a business or service that are technical or unique functions performed by independent contractors or consultants whose occupation is rendering such services to the public. The primary difference between professional services and office is: professional services primary function is accepting clients and customers with a reception area, whereas, office could function without directly servicing clients/customers entering the premises from the street. This land use includes but is not limited to: household repair services, the sale of goods related to the professional services, the manufacturing or handling of a product related to the professional services, financial services, business support services, broadcasting studios, and funeral services.

R

RECREATIONAL VEHICLE means a transportable conveyance intended as a temporary accommodation for travel, vacation, or recreational use and includes travel trailers, motorized homes, slide-in campers, chassis-mounted campers, boats, all-terrain vehicles, snowmobiles, and tent trailers but not including mobile homes.

RECREATIONAL WATER ACTIVITIES means leisure activities that could not take place in areas other than the water. Examples include but are not limited to jet skiing, fishing, water skiing, boating, swimming, and diving. Recreational water activities do not include residential or commercial facilities.

RECYCLING DEPOTS means land and/or buildings used for the buying, collection, sorting, and temporary storage of bottles, cans, newspapers, and similar household goods for reuse where all storage is contained within an enclosed building.

RECYCLING DROP-OFF means land and/or buildings used for the collection and temporary storage of recyclable materials until they can be transferred to a permanent recycling operation for final recycling. Recyclable materials include, but are not limited to, cardboard, plastics, paper, metal, bottles and similar household goods or return for deposit items.

RECYCLING PLANTS means a land and/or buildings within which recyclable materials are recycled, sorted, processed, and treated to return the materials for re-use or as inputs to other processes, and may include Special Wastes under the *Environmental Management Act*.

REGISTERED PLAN means a subdivision plan registered in the Provincial Land Title Office.

RELIGIOUS ASSEMBLY means a land and/ or buildings wherein people regularly assemble for religious worship and related religious, philanthropic, or social activities which is maintained and controlled for public worship. Typical uses include but are not limited to churches, chapels, mosques, temples, synagogues, convents, and monasteries. It also includes accessory manses or rectories.

RESIDENTIAL FOOTPRINT means the portion of a lot located within the ALR that includes all structures, landscaping, driveways and parking areas associated with the principal dwelling, including but not limited to the principal dwelling, mobile home for family, home based business (minor, major and rural), accessory structures including garage and storage, recreation areas (including pools and sport courts), septic fields, and outdoor living areas. Structures not included in the residential footprint are agricultural structures, including greenhouses, farm retail sales stands, and those structures associated with the temporary farm worker housing footprint.

RESIDENTIAL SECURITY/OPERATOR UNIT means a secondary building, a single detached housing, or portion of a building used to provide on-site accommodation by the employer for persons employed on the property, a residence for the site caretaker or operator of a commercial establishment, or for the on-duty security personnel at a storage facility when permitted in a zone.

RESIDENTIAL ZONES means any rural residential, single & two dwelling, or multi-dwelling zones described in this Bylaw, or any CD zone in which the predominant use as determined by its general purpose and list of permitted uses is of a residential nature, and in which the minimum tenancy period is at least 1 (one) month.

RETAIL means premises where goods, merchandise and other material are offered for sale at retail to the general public and includes limited on-site storage or limited seasonal outdoor sales to support that store's operations. Typical uses include but are not limited to grocery, hardware, pharmaceutical, clothing, appliance, second hand stores, pawnshops, thrift stores, retail liquor stores, used goods store, and sporting goods stores. This use includes custom indoor manufacturing. This use excludes warehousing and sale of gasoline, heavy agricultural and industrial equipment, and retail stores requiring outdoor storage. This use does not include the retail sale or dispensing of cannabis.

RETAIL CANNABIS SALES (RCS) means a development used for the retail sale of cannabis that has been licensed by the Government of British Columbia.

Section 9.9 Cannabis Regulations for specific regulations.

RETAINING WALL means a structure constructed to hold back, stabilize, or support an earthen bank as a result of differences in natural grades.

RIPARIAN MANAGEMENT AREA means a specified setback area from a watercourse, as outlined in Table 21.1 (page 298) of the Official Community Plan Bylaw No. 12300. The width of the total area being determined by the attributes of the watercourse and adjacent terrestrial ecosystems.

See Section 6.5 Riparian Management Area Setbacks for specific regulations.

ROOF LINE means the horizontal line made by the intersection of the wall of the building with the roof of the building or the top of the edge of the parapet. In the case of a building with a pitched roof, the roof line shall be at the eave level.

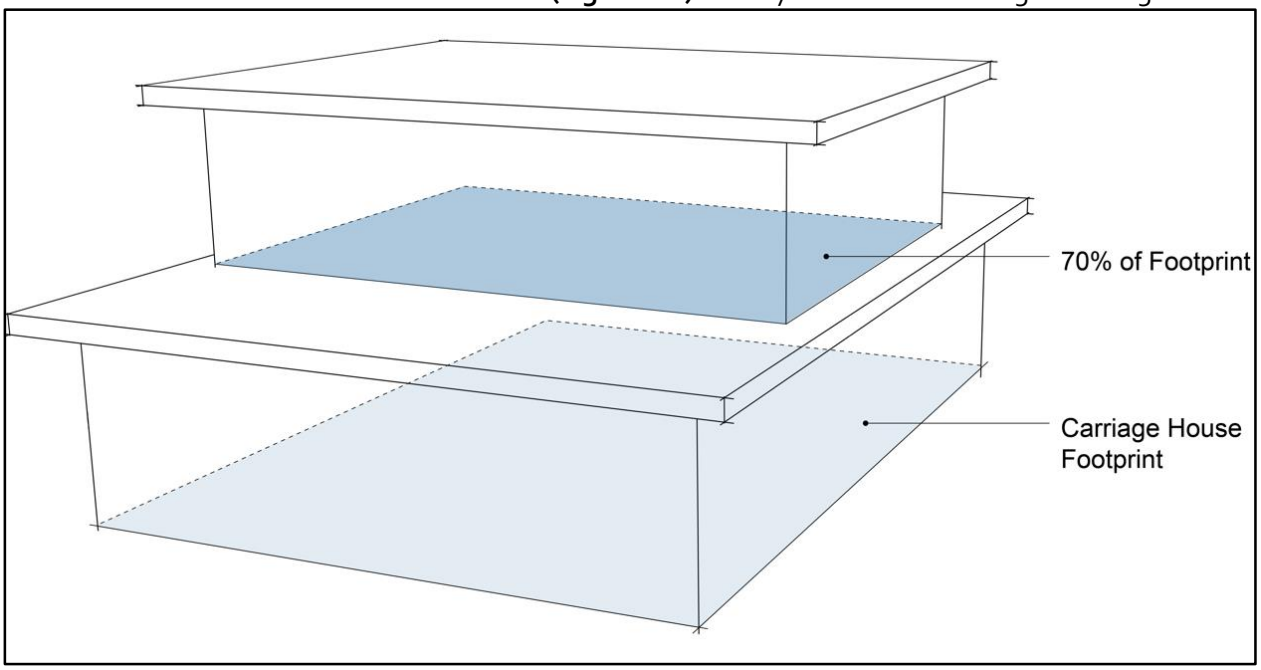
RURAL RESIDENTIAL ZONES are any zones described in Section 10 of this Bylaw or any CD zone in which the predominant use, as determined by its general purpose and list of permitted uses, is of a rural residential nature.

S

SEASONAL FEEDING AREA means an area:

(a) used for forage or other crop production, and
(b) used seasonally for feeding livestock or poultry or farmed game that is primarily sustained by supplemental feed but does not include a confined livestock area or grazing area.

SECOND STOREY FLOOR AREA DIAGRAM (Figure 5.9) visually shows the meaning of the regulation:



SECONDARY SUITE means a self-contained dwelling unit located within a building or portion of building. The secondary suite shall:

(a) be fully compliant with the BC Building Code at the time of construction;
(b) completely separated from other parts of the building by fire separations;
(c) located in a building of only residential occupancy;
(d) have an issued Occupancy Permit;
(e) located within a single detached housing unit, a semi-detached housing unit, or a duplex unit (secondary suites cannot be located in an apartment housing, or a boarding or lodging house);
(f) located in a building or portion of a building that is a single real estate entity.

The secondary suite and principal dwelling are not required to be interconnected through a conditioned doorway. Short-term rental accommodations, bed & breakfast homes, boarding or lodging homes, and group homes, shall not be permitted to operate within a secondary suite.

SEMI-DETACHED HOUSING means a building containing dwelling units connected above finished grade and designed exclusively to accommodate two households living independently in separate dwellings side by side, each having a separate entrance at, or near, finished grade. The dwelling units in a semi-detached housing form must share a wall. Connecting the foundations below finished grade is not sufficient to be classified as a semi-detached housing form.

SEWER SYSTEM, COMMUNITY means a sanitary sewer or a system of sewage disposal works which is owned, operated and maintained by the City or an Improvement District.

SEWER SYSTEM, PRIVATE means a sanitary system or a system of sewage disposal works which is owned or, operated and maintained by a person other than the City, but does not include conventional septic tank systems within the meaning of Sewerage System Regulation under the *Public Health Act*.

SHOPPING CENTRE means one or more buildings containing more than six retail stores and other businesses exceeding 2,500 metres² of gross floor area which share common services, parking, and other facilities on one or more lots.

SHORT-TERM BICYCLE PARKING means bicycle parking that is provided for patrons, customers, and visitors of a development in a manner that is convenient and readily accessible for bicycles to park. Short-term parking of bicycles should serve the main entrance of a building and should be visible to pedestrians and bicyclists.

SHORT-TERM RENTAL ACCOMMODATION means the use of a dwelling unit or one or more sleeping units within a dwelling unit for temporary overnight accommodation for a period of 29 days or less. This use excludes hotels and motels. Short-term rental accommodations shall not be permitted to operate within a boarding or lodging house, a carriage house, a group home, or within a secondary suite. If the short-term rental accommodation is a secondary use then the short-term rental accommodation must only occur within principal dwelling unit and must be operated by a resident who resides for more than 240 days of the year at that dwelling unit.

See Section 9.10 for Short Term Rental Accommodation Specific Regulations.

SINGLE DETACHED HOUSING means a detached building containing only one dwelling unit, designed exclusively for occupancy by one household. Where a secondary suite is permitted, this use class may contain a secondary suite. This use includes modular homes that exceeds a 5.0 metre building width, but not a mobile home.

SITE means an area of land consisting of a lot or two or more abutting lots.

SITE COVERAGE means the percentage of the total horizontal area of a lot or lots that may be built upon including accessory buildings or structures (including carports and covered patios which are 23 square metres or larger) except it does not include steps, eaves, cornices, cantilevered balconies, pergolas, or similar projections permitted by this Bylaw. Site coverage also does not include swimming pools but swimming pools are an impermeable surface.

SLEEPING UNIT means a habitable room not equipped with self-contained cooking facilities, providing accommodation for guests.

SOIL-BASED LANDSCAPING is landscaping, including turf, shrubs, and trees, that is supported by growing medium that meets the CSLA/CNLA Standard, does not include rock mulch or hard surface treatments, including permeable pavers.

See Table 7.2 for specific regulations and Figure 7.2.1 for visual example of soil-based landscaping

SPECTATOR ENTERTAINMENT ESTABLISHMENTS mean an enclosed building designed specifically for the presentation of live artistic performances or the showing of motion pictures. Typical uses include but are not limited to auditoria, cinemas, theatres, and concert halls. This use falls within cultural and recreation services.

SPECTATOR SPORTS ESTABLISHMENTS mean facilities intended for sports and athletic events which are held primarily for public entertainment, where patrons attend on a recurring basis. Typical uses include but are not limited to stadiums, arenas, animal, and vehicle racing tracks.

STABLES means a building with a maximum of 40 permanent horse housing units used for horse riding, training, and boarding.

STACKED TOWNHOUSES means townhouses, except that two dwelling(s) are arranged vertically so that dwelling(s) may be placed wholly or partially over the other dwelling. Each dwelling will have an individual access to outside, not necessarily at finished grade, provided that no more than two units share a corridor, steps, or path.

STEPBACK means the horizontal recessing of the building facade above a specified storey. Common stairwells, elevators, and the associated common floor areas that access the stairwells and elevators are exempt from requiring to meet the stepback. See illustrative figures for visual representation below:

Figure 5.10(a) – Stepback Cross Section

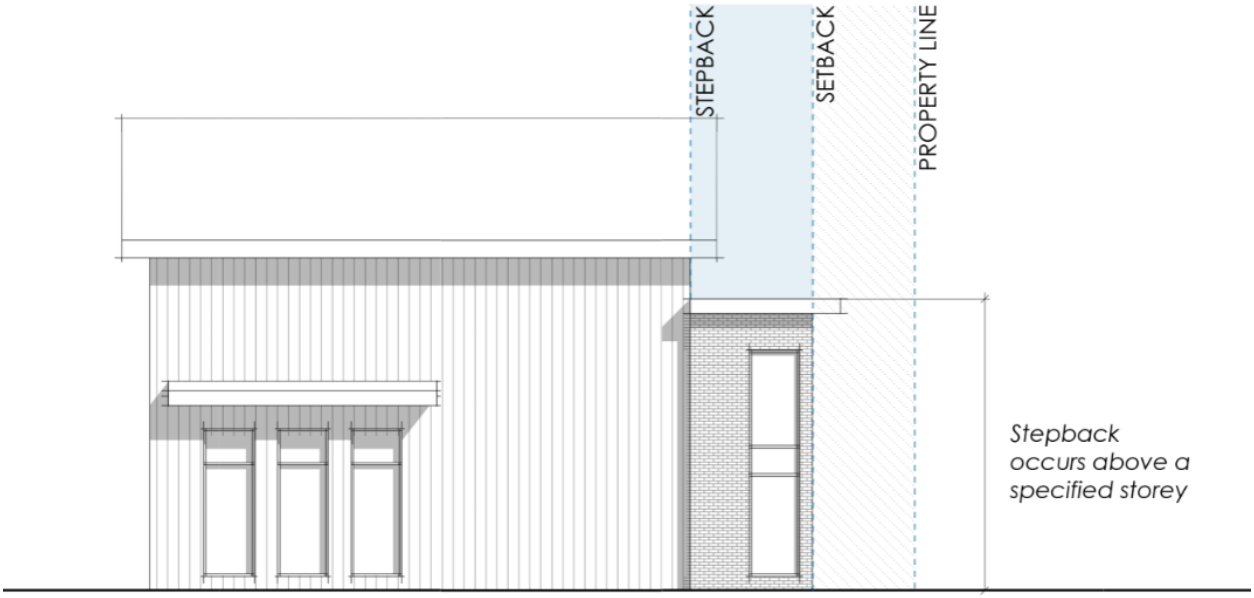


Figure 5.10(b) – Stepback: Single Detached Housing

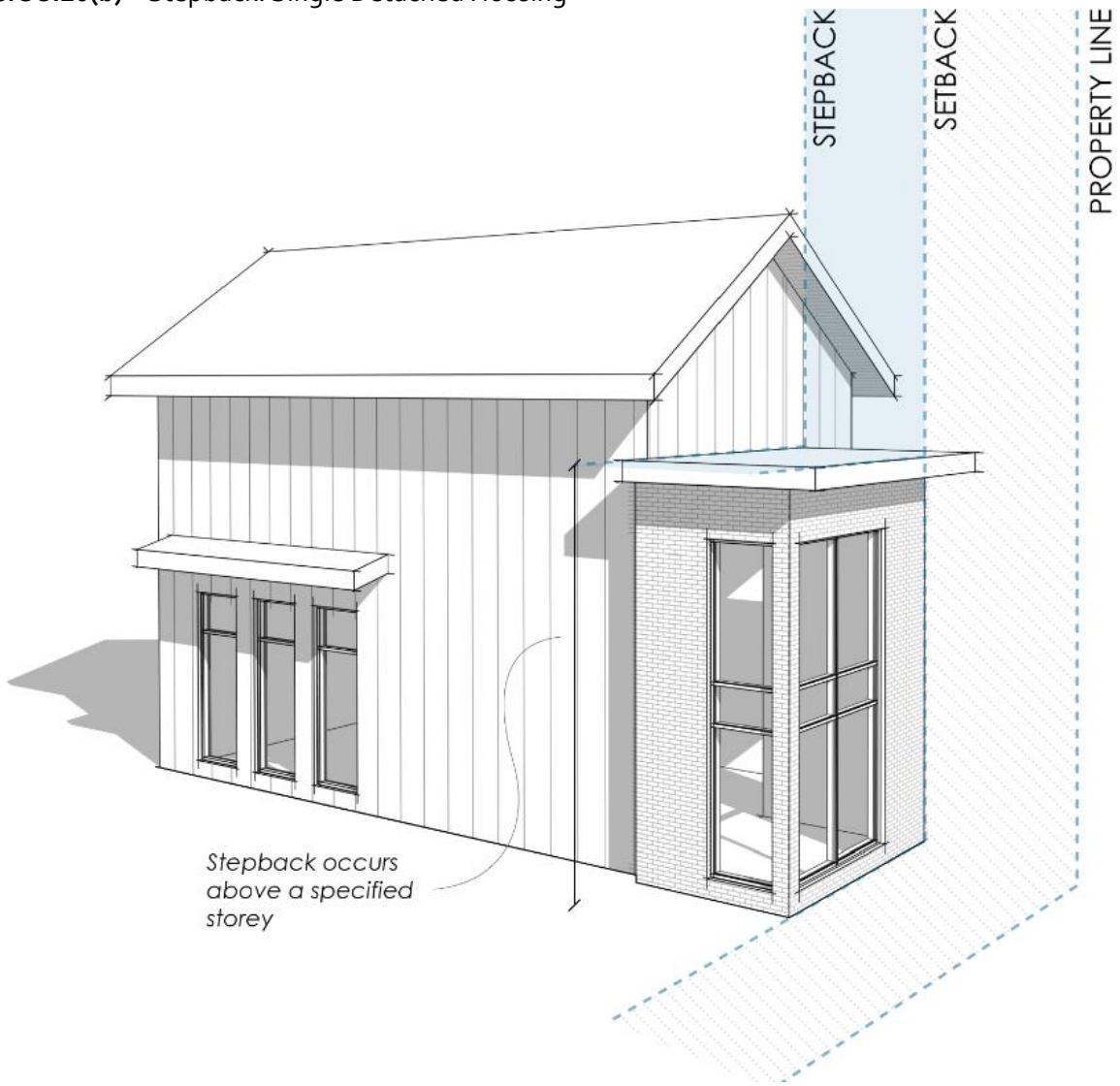
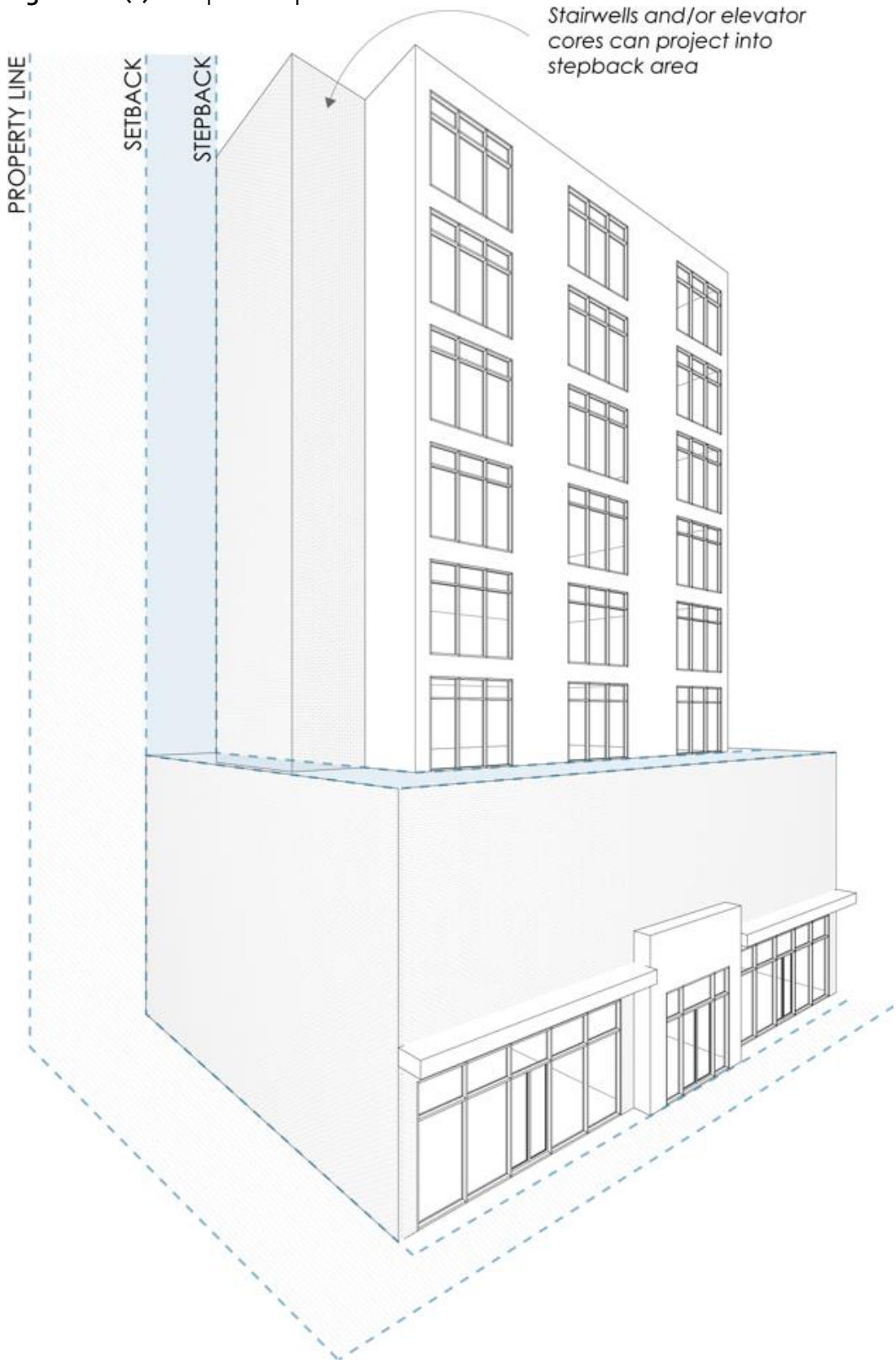


Figure 5.10(c) – Stepback: Apartment



STOREY means that portion of a building which is situated between the top of any floor and the top of the floor next above it, and if there is no floor above it, that portion between the top of such floor and the ceiling above it. Any portion of building (including parkades) having its ceiling level 2.0 metres or less above finished grade will not be counted as storey. Mezzanines will not count as a storey.

STREET means a highway under the *Local Government Act* over 8.0 metres in width which affords the principal access to abutting properties. It can include a thoroughfare, street, trail, avenue, parkway, driveway, highway, road, viaduct, alley, bridge, trestle way, or other public right of way which is ordinarily used for vehicular traffic, parking, and pedestrians and is located on publicly owned lands. It includes sidewalks, curbs, boulevards, ditches, and traffic lanes.

STREET, FLANKING means a street which abuts a side lot line.

STRUCTURAL ALTERATION means any change or addition to the supporting members of a structure, including but not necessarily limited to the foundation, bearing walls, rafters, columns, beams or girders where the total value of the change or alteration does not exceed 75% of the assessed value of the existing structure. Changes or additions exceeding 75% of the assessed value of the existing structure are considered a new structure.

STRUCTURE means a construction of any kind whether fixed to or supported by or sunk into land or water including but not limited to towers, flag poles, swimming pools, docks, signs and tanks, and excludes areas of hard surfacing such as concrete, brick or unit pavers, turfstone, asphalt or similar materials.

SUBDIVISION means the division of a parcel by an instrument; including a strata plan, the consolidation of, or boundary change to, two or more adjoining parcels; and subdivide has a corresponding meaning.

SUPPORTIVE HOUSING means housing consisting of dwellings with support services on-site that may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking, and transportation. Supportive housing can be in any apartment or townhouse building form.

SURVEYOR'S CERTIFICATE means a site plan certified by a registered British Columbia Land Surveyor showing the locations of improvements on a lot relative to the lot lines.

T

TANDEM PARKING means two parking spaces, one behind the other, with a common or shared point of access to a maneuvering aisle, lane or street.

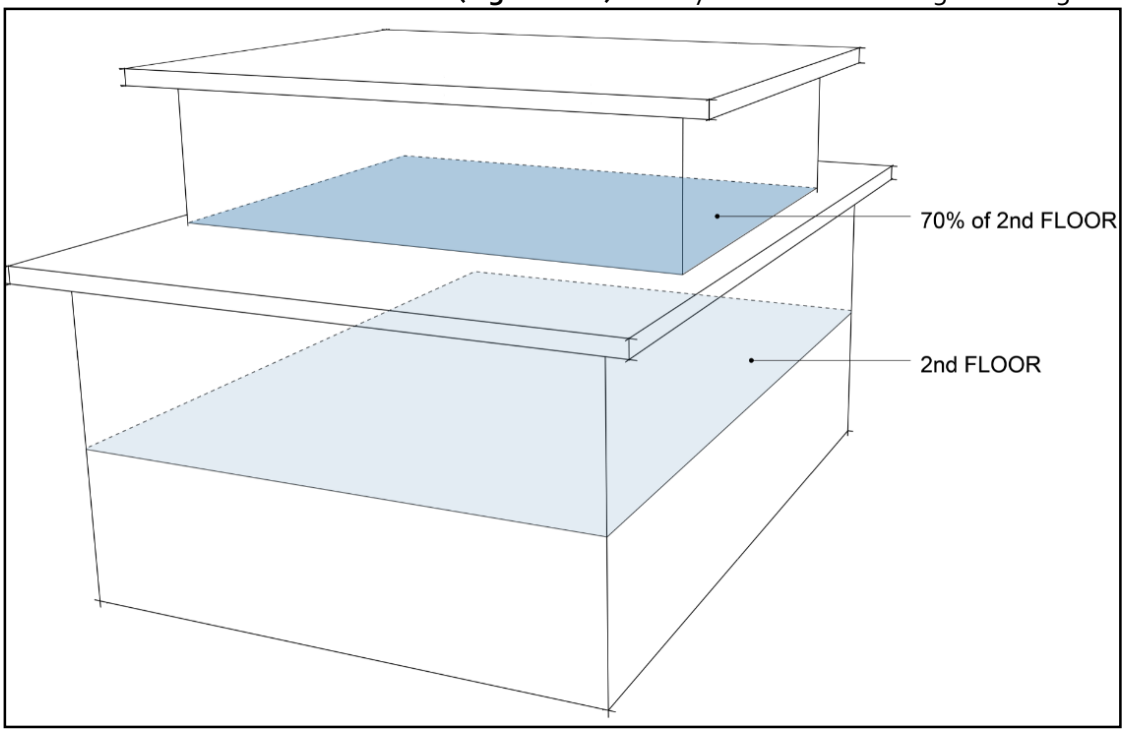
TEMPORARY FARM WORKER(S) means an individual or individuals who carry out agricultural work on a temporary and seasonal basis on a farm unit.

TEMPORARY FARM WORKER HOUSING (TFWH) means a dwelling to temporarily accommodate temporary farm worker(s), which is accessory to a farm unit, that is used to provide space for cooking, sanitary, living and sleeping. Further regulations are described in Section 9.7 Specific Uses – Temporary Farm Worker Housing.

TEMPORARY FARM WORKER HOUSING (TFWH) FOOTPRINT means the portion of a lot that includes all structures, driveways and parking areas associated with the temporary farm worker housing, including but not limited to structures for cooking, sanitary, living and sleeping. The footprint does not include the vegetated buffer. Further regulations are described in Section 9.7 Specific Uses – Temporary Farm Worker Housing.

TEMPORARY SHELTER SERVICES means the provision of communal, transient accommodation sponsored or supervised by a public authority or non-profit agency intended to provide basic lodgings for persons requiring immediate shelter and assistance for a short period of time. Typical uses include but are not limited to hostels and over-night shelters.

THIRD STOREY FLOOR AREA DIAGRAM (Figure 5.11) visually shows the meaning of the regulation:



THRIFT STORES means any store or business operated by a registered non-profit society selling second-hand or used goods, the entire proceeds of which, above the actual bona-fide expenses, are devoted to any charitable purpose.

TRANSIT SUPPORTIVE CORRIDOR means any road identified as Transit Supportive Corridor within the 2040 Official Community Plan.

TOP OF BANK means the natural topographical break where elevation of land is at its peak. With the exception of Mission Creek, if the distance from the high-water mark to the toe of the slope is less than 15.0 meters, then setbacks are measured from the first significant and regular break in slope which is at least 15.0 meters wide. A break in the slope is defined as a section flatter than 3:1 for a minimum distance of 15.0 meters. Terraces less than 15.0 meters wide below the slope break shall be included in the leave strip area. Notwithstanding the foregoing, in the canyon areas of the Mission Creek stream corridor east of Mission Creek Regional Park, setbacks shall be measured from the canyon rim.

TOWNHOUSES means a building containing three or more dwelling units, which each having a direct entrance at grade. The Townhouse definition includes row housing. The townhouse land use includes any development configured as congregate housing or supportive housing.

U

URBAN CENTRE means those areas identified as a 'Urban Centre' within the mapping areas identified within the Official Community Plan.

URBAN SERVICES means the provision of utility infrastructure consisting of a community water system, a storm drainage system, a municipally provided sanitary sewer collection system, and paved roadways adjacent to the site.

USE means the purposes for which land or a building is arranged or intended, or for which either land, a building, or a structure is, or may be, occupied and maintained.

USE, ACCESSORY means a use which is normally ancillary, incidental, subordinate, and located on the same lot as the principal use. Parking may be an accessory use when it serves the principal use and does not serve uses on other sites. Accessory uses include recreational amenities in residential developments that are devoted to the exclusive use of residents living on the same site.

USE, PRINCIPAL means the main or primary use of land, buildings or structures which is provided for in the list of permitted uses in the zones of this Bylaw.

USE, SECONDARY means those uses in the lists of secondary uses in the zones of this Bylaw which must be in conjunction with a principal use. For example, a home-based business is a secondary use, not a principal use.

USED GOODS STORES means development used for the retail sale of second-hand or used major and minor household goods, including the refurbishing and repair of the goods being sold. Typical uses include but are not limited to the re-sale of items such as antique, used furniture, major appliances, and the resale of clothing, jewelry, stereos, and musical instruments. This does not include the sale of used vehicles, recreation craft or construction and industrial equipment, or auctioneering establishments.

UTILITY SERVICES, INFRASTRUCTURE means development for utility infrastructure purposes which is likely to have a major impact on adjacent uses by virtue of their potential emissions or effects, or their appearance. Typical uses include but are not limited to sanitary land fill sites, sewage treatment plants, water treatment plants, major pumphouses, water towers or tanks, sewage lagoons, snow dumping sites, sludge disposal beds, garbage transfer and compacting stations, power terminal and distributing stations, power generating stations, cooling plants, equipment and material storage yards for vehicles, utilities and services, district heating plants, incinerators, and waste recycling plants.

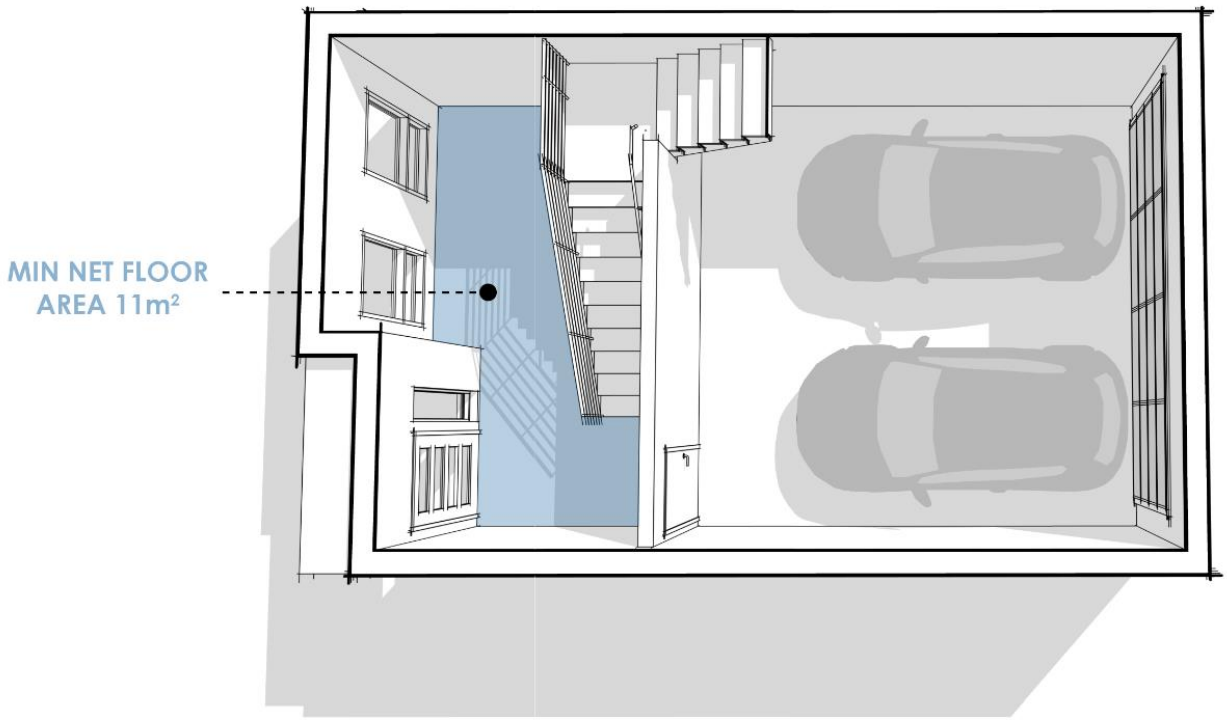
V

VEHICLE means any motor vehicle as defined in the *Motor Vehicle Act*.

VILLAGE CENTRE means those areas identified as a 'Village Centre' within the mapping areas identified within the Official Community Plan.

VISUAL EXAMPLE OF MAX FLOOR HEIGHT FOR REDUCED GROUND ORIENTED HOUSING SETBACK (Figure 5.12) means the following figure:

VISUAL EXAMPLE OF MIN NET FLOOR AREA ON FIRST FLOOR FOR REDUCED GROUND-ORIENTED HOUSING SETBACK (Figure 5.13) means the following figure:



W

WAREHOUSING means development used to store products or goods before moving them to another location. In general, this land use does not include the retail sale of services or goods onsite. However, indoor display, office, technical, administrative support, e-commerce pickup locations, or retail sale operations can occur but shall limited in scale and be accessory to the warehousing listed above. The net floor area devoted to such accessory activities shall not exceed 10% or 235 square metres (whichever is less) of the gross floor area of the building(s) devoted to the warehousing. E-commerce locations that have consumer pickup is permitted as long as the warehousing portion is at least 90% of the gross floor area of the building and the gross floor area of the pickup location (including any retail portion) is not larger than 235 square metres.

WATER SYSTEM, COMMUNITY means a system of waterworks which includes either private or community waterworks, within the meaning of the *Public Health Act* which is owned, operated and maintained by the City, an Improvement District under the *Water Utility Act* and authorized by Council.

WATER SYSTEM, PRIVATE means a privately owned utility system certified as a public convenience and necessity under the *Water Utility Act* that provides water services to more than a single lot.

WATERCOURSE means any natural depression with visible banks, which contains water at some time, and includes any lake, river, stream, creek, spring, ravine, swamp, gulch, coulee, wetland, or surface source of water, whether containing fish or not, including intermittent streams, and drainage works which contain fish. Map 21.1 in the OCP illustrates the main lakes, rivers, creeks, and wetlands within the City of Kelowna.

WET BAR means a small facility that is used exclusively to prepare beverages or other items that do not require cooking. Exhaust fans, 220-volt wiring, natural gas rough-in and permanent cooking facilities of any type are not permitted. The provision of wet bars in no way permits an additional dwelling to be established.

WIDE LOTS are defined where the lot width exceeds the lot depth.

WRECKING YARD means any land or building used for the collection, demolition, dismantlement, storage, salvage, recycling, or sale of waste materials including scrap metal, vehicles, machinery, and other discarded materials.

Y

YARD means an area created by a building setback from a lot line.

YARD, FRONT means the area between side lot lines extending from the front lot line to the nearest wall or supporting member of a building or structure.

YARD, REAR means the area between the side lot lines extending from the rear lot line to the nearest wall or supporting member of a building or structure.

YARD, SIDE means that part of the lot which extends from a front yard to the rear yard between the side lot line and the nearest wall or supporting member of a building or structure.

Z

ZONE means the areas into which the City is divided in accordance with the maps attached as Schedule 'A' of this Bylaw and for which specific regulations are outlined herein for each area.

SECTION 6 – General Development Regulations

6.1 Swimming Pools

6.1.1 Swimming pools shall not be located in a required front yard setback.

6.1.2 Above ground swimming pools and associated decks greater than 0.6 metres in height shall meet the siting requirements of accessory buildings.

6.1.3 At grade swimming pools shall be located at a minimum of 0.9 metres from side lot line and rear lot line and 1.5 metres from any street, except for a required front yard.

6.1.4 Fencing around swimming pools shall be in accordance with the City of Kelowna Building Bylaw, 1993, No. 7245.

6.2 Projections Into Yards

6.2.1 Chimneys, cornices, leaders, gutters, pilasters, belt courses, sills, bay windows, a cantilevered section of a building, portions of a building on a foundation or ornamental features may project into a required yard, provided such projections do not exceed 0.6 metres. The total area of projections shall not comprise of more than 30% of the total area of the exterior wall in which they are located. The total area of the exterior wall is to be calculated based on the total area of the wall, generally parallel to the adjacent lot line, not including decks, trellises, or other open structures. For buildings or structures that are more than one storey, the area of the projection shall be calculated per storey. No individual projection shall exceed 4.0 metres in length. No two projections shall be closer than 1.5 metres apart.

6.2.2 Unenclosed or enclosed steps, eaves, awnings, decks, canopies, balconies, and porches shall not project more than 0.6 metres into a required yard except they may project up to 2.5 metres into a required rear yard.

6.2.3 Entrance canopies or awnings in the multi-dwelling zones and core area and other zones for weather protection or building ornamentation may project up to 3.0 m into a front yard, 3.0 metres into a flanking side yard, and 1.5 metres into a side lot line.

6.2.4 Utilities, storage tanks, underground parking and similar structures constructed entirely beneath the surface of the ground may encroach into required yards provided such underground encroachments do not result in a grade inconsistent with abutting properties and the encroachments are covered by sufficient soil depth or surface treatment to foster landscaping, provided that storage tanks containing flammable materials shall be subject to the British Columbia Fire Code.

6.3 Lighting

6.3.1 No flashing or blinking exterior lighting shall be permitted.

6.3.2 All direct and ambient lighting shall be shielded in residential zones so as to not shine directly beyond the boundaries of the lot.

6.3.3 The maximum height for lighting posts is the lesser of the primary building or 7.0 metres.

6.4 Setback from Provincial Highways

6.4.1 All buildings and structures on lots abutting Highway 97 or Highway 33, shall not be closer than 4.5 metres to any lot line abutting the highway.

6.5 Riparian Management Area (RMA) Setbacks

6.5.1 In all zones where Riparian Management Area setbacks are required along watercourses, as specified by Kelowna's Official Community Plan, the specified setback distance shall be measured from the top of bank, or from the natural boundary where the top of bank is not clearly defined. The specified setback distance shall be measured to the nearest part of the building or structure including roofs, eaves, and any over-hanging components or cantilevered portions of a building.

6.6 Minimum Lot Size – Septic Disposal System

6.6.1 For any rural residential, residential, industrial, commercial, institutional, or comprehensive land use, no lots shall be created that are less than 1.0 hectares in area unless they are serviced by a community sanitary sewer system. The only exception to this provision are subdivisions approved by the Provincial Agricultural Land Reserve Commission for a homesite severance or an institutional lot for: utility services, park, or open spaces where a restrictive covenant is registered restricting the uses to uses that do not generate sewerage.

6.7 Energy Efficiency

6.7.1 Any single detached housing, semi-detached housing, or duplex housing, that is constructed to Step 5 of the BC Building Code's Energy Step Code or is constructed as a certified passive house,

may reduce the minimum rear yard, front yard, and/or flanking street requirements of the zone by up to 0.25 metres, except:

(a) where there is a minimum requirement of 6.0 metres for a front yard or from a flanking street to a garage or carport, that 6.0 metres may not be reduced;

(b) where there is a minimum requirement of 1.5 metres or less for a rear yard, that 1.5 metres or less may not be reduced.

6.8 Density Bonus

6.8.1 Where a zone allows for a bonus density, the bonus density will be permitted if one or both bonus provisions are provided as described in Section 6.8.2 and Section 6.8.3 below. The density bonus provisions in Section 6.8.2 and Section 6.8.3 can both apply only if the lot is wholly or partially within an urban centre or on a transit supportive corridor.

6.8.2 The Public Amenity & Streetscape Bonus density is permitted if payments are made into the Public Amenity & Streetscape Capital Reserve Fund as established by Bylaw No. 12386 in accordance with Table 6.8.a.

6.8.3 The Rental or Affordable Housing Bonus density is permitted in respect of a building permit authorizing construction of dwelling units if:

(a) all of the dwelling units are zoned for the residential rental tenure and a minimum of 80% of the dwelling units authorized by the building permit that are not ground-oriented shall have balconies with a gross floor area of at least 5% of the dwelling unit's gross floor area; or

(b) a payment is made into Housing Opportunities Reserve Fund as established by Bylaw No. 8593 in accordance Table 6.8.b in respect of at least 2% of the total number of dwelling units authorized by the building permit authorizing the construction of the bonus density.

6.8.4 If calculation of the total number of dwelling units for the purposes of Section 6.8.3(a) or Section 6.8.3(b) yields a fractional number; then any fraction less than one-half (0.5) rounds down to the nearest whole integer (including zero); and any fraction one-half (0.5) or greater rounds up to the nearest whole integer.

6.8.5 Density bonus payments must be made prior to issuance of a building permit authorizing the construction of a building that contains bonus density.

Table 6.8.a Density Bonus [.1] m = metres / m² = square metres	
Building Form & Location	Payment Rate to qualify for Density Bonusing
Infill and Townhouse Developments outside an Urban Centre	$10 per m² of lot area [.1, .2]
Apartment and Mixed Use Buildings outside an Urban Centre and outside a Village Centre	$20 per m² of lot area [.1, .2]
Commercial & Industrial Developments outside an Urban Centre	$20 per m² of lot area [.1, .2]
Developments within VC1- Village Centre	$20 per m² of lot area [.1, .2]
Developments within UC1 – Downtown Urban Centre	$50 per m² of lot area [.1, .2]
Developments within UC2 – Capri-Landmark Urban Centre	$50 per m² of lot area [.1, .2]
Developments within UC3 – Midtown Urban Centre	$20 per m² of lot area [.1, .2]
Developments within UC4 – Rutland Urban Centre	$20 per m² of lot area [.1, .2]
Developments within UC5 – South Pandosy Urban Centre	$20 per m² of lot area [.1, .2]

FOOTNOTES (Section 6.8.a):

[.1] The payments stated are for the year 2022. The payments will increase by two percent (2%) every January 1st. All payments will be rounded to the nearest five (5) dollars.

[.2] For the purpose of calculating the density bonus payments, the lot area will not include areas of the lot that are subject to a no build or a no disturb restrictive covenant.

Table 6.8.b Affordable Housing Bonus	
Building Form & Location	Payment-in-lieu of providing secured Affordable Housing
Any development within the City of Kelowna	$100,000 per affordable housing unit

6.9 Accessory Buildings

6.9.1 Accessory buildings are permitted to have one half bathroom with a toilet and sink. The bathroom is permitted to a maximum area of 3 square metres. Bedrooms and / or full bathrooms are not permitted, except one full bathroom is permitted in an accessory building or structure used exclusively as a pool house.

6.9.2 Accessory buildings or structures may not contain a dwelling unit.

6.9.3 Satellite dishes, radio or television masts in residential zones are only permitted in the rear yard (i.e., not in the front or side yard) and is considered a structure for the purpose of maximum heights identified within each zone.

6.10 Dormers

All dormers must follow the following:

a) the dormer's cheek wall must be setback horizontally a minimum of 0.90 metres from a vertical wall under a sloping roof (see Figure 6.10(a) for illustrated example).

b) the dormer's cheek wall must be setback horizontally a minimum of 0.90 metres from the outer edge of the eaves (see Figure 6.10(a) for illustrated example).

c) the dormer's face wall must be setback horizontally a minimum of 0.60 metres from the outer edge of the eaves (see Figure 6.10(a) for illustrated example).

d) the dormer's maximum width is 50% of the width of the roof on which the dormer is located (see Figure 6.10(b) for illustrated example).

Figure 6.10(a) - Dormer Setback Illustration

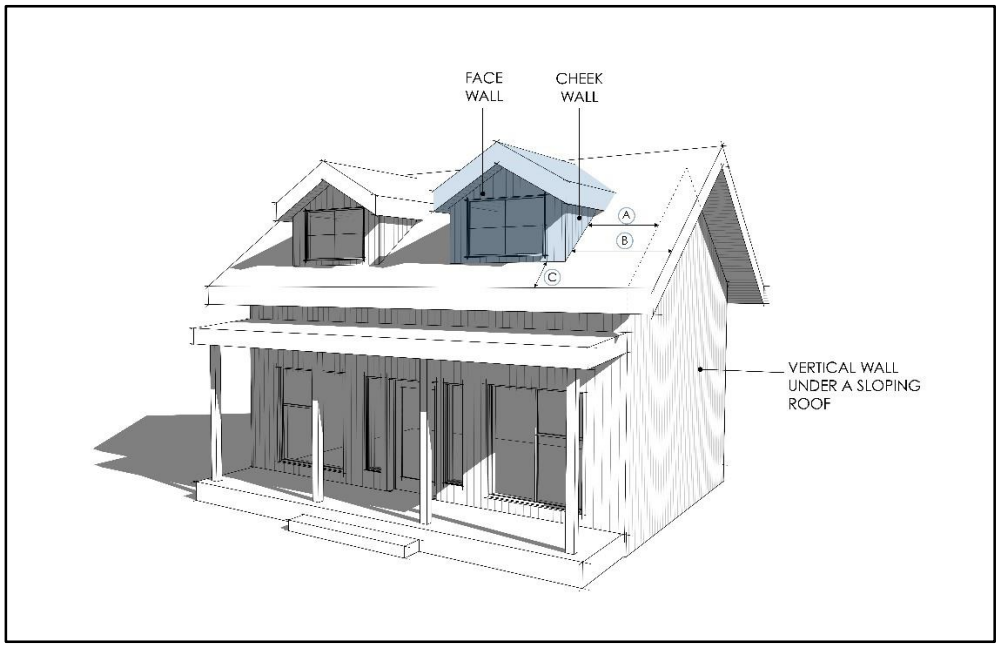
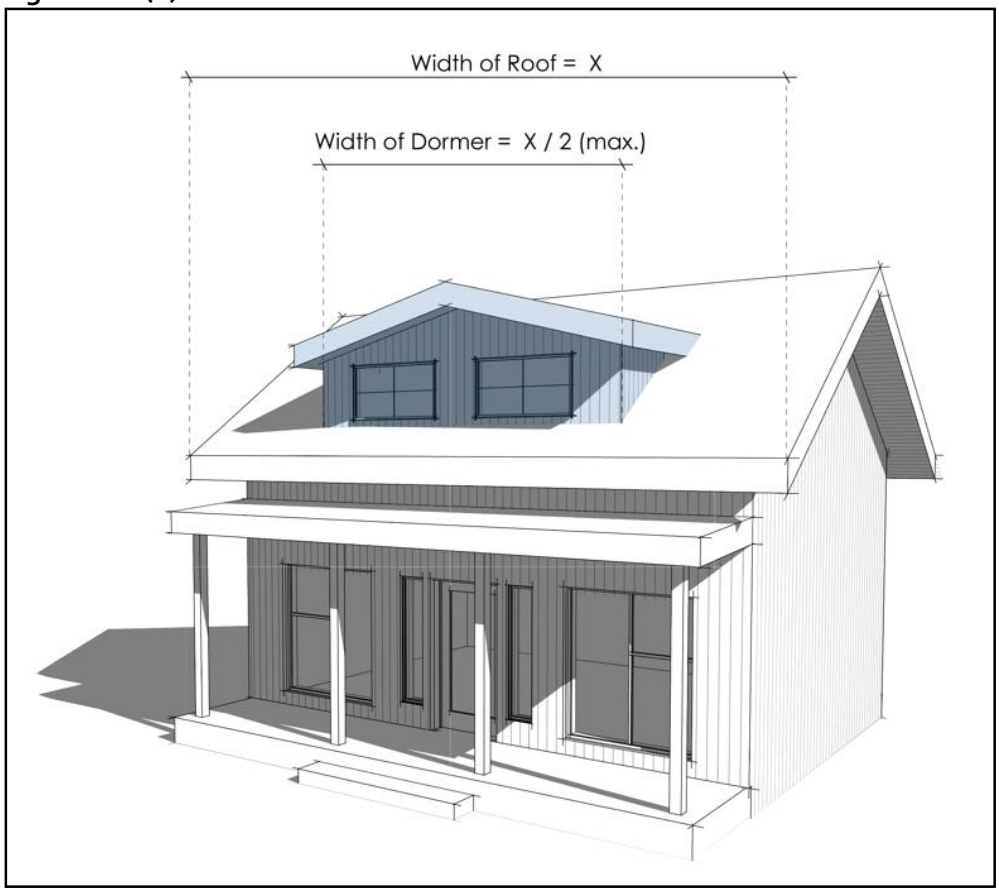


Figure 6.10(b) - Dormer Maximum Width Illustration



6.11 Grading

6.11.1 The finished grade shall to the extent possible, retain the natural contour of the land (natural grade), minimize the necessity to use retaining walls and ensure positive drainage away from abutting properties.

6.11.2 Finished grades shall not deviate more than 1.0 metre from the rough grading elevation as identified on a lot grading plan, where such a plan has been approved by the City at the time of subdivision when the lot was created.

6.11.3 Where there is no lot grading plan that was approved by the City at the time of subdivision when the lot was created, the grading of the lot should retain the natural contour of the land (natural grade) and any grading should have the lot slopes absorbed within the building massing such as stepped foundations to minimize the need for grades steeper than 3:1 ratio.

SECTION 7 – Site Layout

7.1 General Provisions

7.1.1 The intent of these landscaping and screening regulations is to contribute to a reasonable standard of livability, aesthetic, and placement of the landscaping, to provide for the masking and separating of various land uses.

7.2 Landscaping Standards

7.2.1 All required landscape areas and installations including irrigation requirements shall meet or exceed the Canadian Landscape Standard (CLS) as jointly published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.

7.2.2 All required landscape areas and installations shall be regularly maintained by property owners to meet or exceed the Canadian Landscape Standard.

(a) the landscape maintenance requirements shall address/provide for the following items regarding plant material: watering, mulching, pruning, fertilizing, liming and tree support as well as weed, pest, and disease control.

(b) the landscape maintenance requirements shall address/provide for the following items regarding lawns and grass areas: watering, fertilizing, liming, mowing, trimming, edging, aeration and repairs (regarding, reseeding or resodding) as well as weed, insect, and disease control.

(c) the execution of the above-mentioned landscape maintenance requirements shall take place on a regular basis as to ensure a healthy, neat, and orderly appearance throughout the year.

7.2.3 Landscaping within the landscape areas shall follow the regulations within Table 7.2 to provide for the masking or separating of various land uses.

(a) Driveways as well as entrance/exit pathways are permitted to cross the landscape areas.

(b) Parking is not permitted within the landscape areas; except parking is permitted within the landscape area when the landscape area is abutting a lane and when the parking meets the parking setback regulations identified in Section 8.2.

7.2.4 All required setback areas shall be landscaped with various tree species in accordance with Table 7.2 to provide for the masking or separating of various land uses. The minimum number of trees is identified within Table 7.2. In addition to Table 7.2 and to provide appropriate masking and separating of various land uses, the following must also be adhered to:

(a) properties adjacent to ALR land must meet landscaping standards as outlined in the Farm Protection DP Guidelines as outlined in the City of Kelowna's Official Community Plan.

(b) properties zoned A1 and A2 must meet landscaping standards as outlined in the Farm Protection DP Guidelines as outlined in the City of Kelowna's Official Community Plan.

Table 7.2 – Tree & Landscaping Planting Requirements
cm =centimetres / m = metres / m^2 = square metres

Criteria	Infill Housing and Townhouses	Apartments in Multi-Dwelling Zones	Urban Centre Zones & Institutional Zones	Commercial Zones & Industrial Zones
Minimum Tree amount. [.2]	One tree per 50 m^2 of landscape area or 1 tree per 12 linear metres of landscape area (whichever is more) [.2]	One tree per 55 m^2 of landscape area or 1 tree per 10 linear metres of landscape area (whichever is more) [.2]	One tree per 30 m^2 of landscape area or 1 tree per 10 linear metres of landscape area (whichever is more) [.2]	One tree per 30 m^2 of landscape area or 1 tree per 10 linear metres of landscape area (whichever is more) [.2]
Minimum Deciduous Tree Caliper [.1]	Large: 5 cm Medium: 4 cm Small: 3 cm			
Minimum Coniferous Tree Height	250 cm			
Minimum Ratio between Tree size [.3]	Large: Min 50% Medium: No min or max Small: Max 25%			
Minimum Growing Medium Area [.4]	75% soil-based landscaping groundcover in landscape areas See Visual Example Figure 7.2.1			
Minimum Growing Medium Volumes per Tree [.4]	Large Single: 30 m^3 - Large Multiple Connected by Trench or Cluster: 25 m^3 Medium Single: 20 m^3 - Medium Multiple Connected by Trench or Cluster: 18 m^3 Small Single: 15 m^3 - Small Multiple Connected by Trench or Cluster: 12 m^3			

FOOTNOTES (Section 7.2):

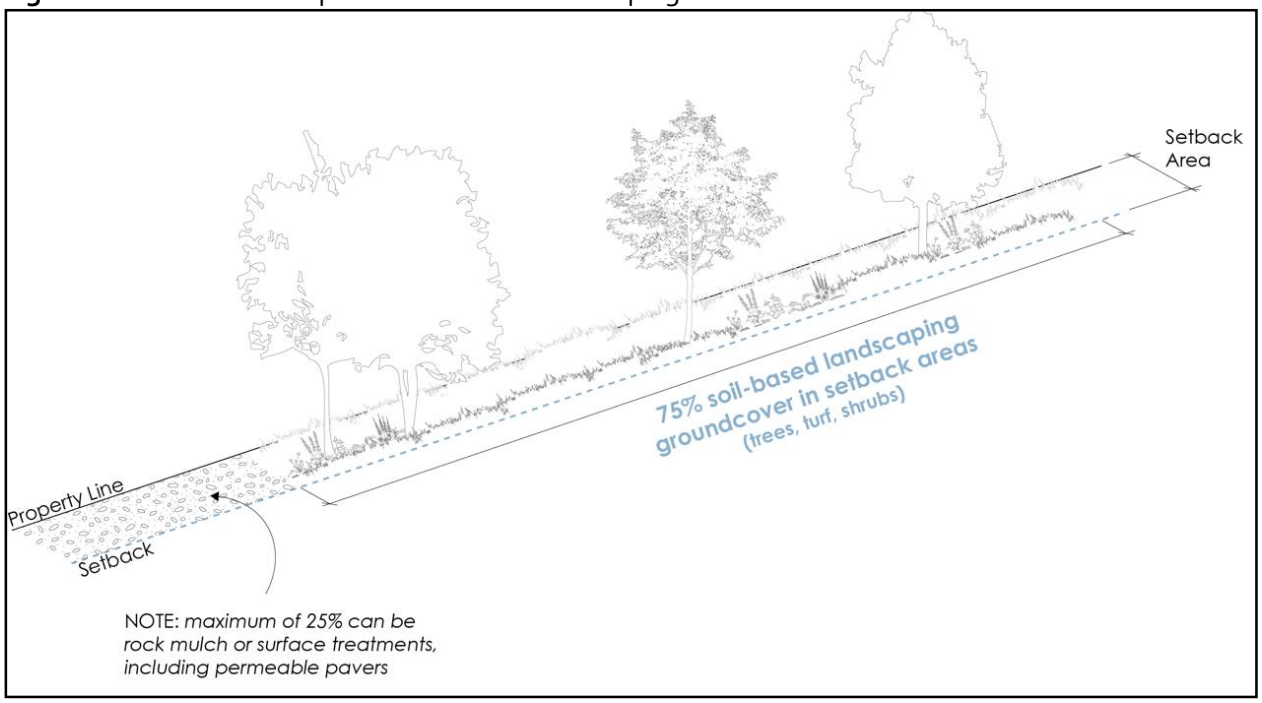
[.1] All deciduous trees shall have a minimum clear stem height of 1.5 m.

[.2] The total area and linear metre calculation are used to determine a minimum number of trees that is to be planted within the landscape areas. The minimum number of trees on site shall be whichever calculation is greater (the area or the linear metre). The tree spacing shall follow the City of Kelowna's Urban Tree Guide but there is no minimum or maximum regarding tree spacing. This provides landscape plan flexibility to allow grouping of trees where applicable.

[.3] Tree size will be defined in the City of Kelowna's Urban Tree Guide, if only one tree is required, it must be a large tree or conifer. All columnar trees shall be considered a medium or small tree for purposes of minimum ratio between tree size.

[.4] Minimum growing medium may be shared through the landscape area (tree, turf, and shrub).

Figure 7.2.1 - Visual Example of Soil-Based Landscaping



7.2.5 Notwithstanding any other provisions in this Bylaw, where Riparian Management Area are required along stream corridors in accordance with the Official Community Plan, the land and vegetation shall remain undisturbed. In the case of Riparian Management Area along Okanagan Lake, land is to remain in its natural condition or be landscaped in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred. Retaining walls along the Okanagan Lake waterfront are permitted under the terms of a development permit where required to protect lakefront property. All site layout and landscaping provisions must be consistent with the riparian requirements outlined in the Official Community Plan.

7.2.6 All construction on-site must occur concurrently with erosion control measures to prevent the pollution, degradation, or siltation of natural areas and water courses. This includes the provision of temporary fencing prior to and during construction.

7.2.7 All landscape areas will be graded to meet the following criteria:

(a) maximum 1:3 slope (33%) for lawn areas;
(b) maximum 1:2 slope (50%) for shrub or ground cover area;
(c) minimum 1:50 slope (2%) for cross slope for any landscape area;
(d) all areas in which the existing slope exceeds 30% are to be identified;
(e) all areas developed and adjacent lands impacted by development with slopes greater than 30% shall be rehabilitated using indigenous vegetation common to the site.

7.2.8 All landscape areas shall be watered by a fully automatic irrigation system. No run-off onto sidewalks, streets, or parking areas shall be permitted. The following areas are exempt from having permanent fully automatic irrigation systems:

(a) existing areas of undisturbed native vegetation which have been accepted as landscape area or Riparian Management Area;

(b) landscape areas specifically designed as xeriscape or drought resistant natural species plantings; however, temporary irrigation may be required; and

7.2.9 Where the retention of native trees and ground cover is required or permitted, a letter from a registered professional landscape architect or registered professional forester shall be submitted, indicating the mitigation measures required during and after the construction to ensure the health of the vegetation.

7.2.10 Any surface parking lot over 15 vehicles must incorporate landscaped islands as described below:

(a) Notwithstanding Section 7.2.3, if a parking lot over 15 vehicles abuts a street, that interface must have at least a minimum 1.5 metres landscape area (the setback landscaping area might be larger). See Figure 7.2.10;

(b) landscaped islands are required at the end of each parking aisle;

(c) the maximum number of parking spaces in a consecutive row is 15 with a landscaped island or drive aisle separating the next 15 spaces;

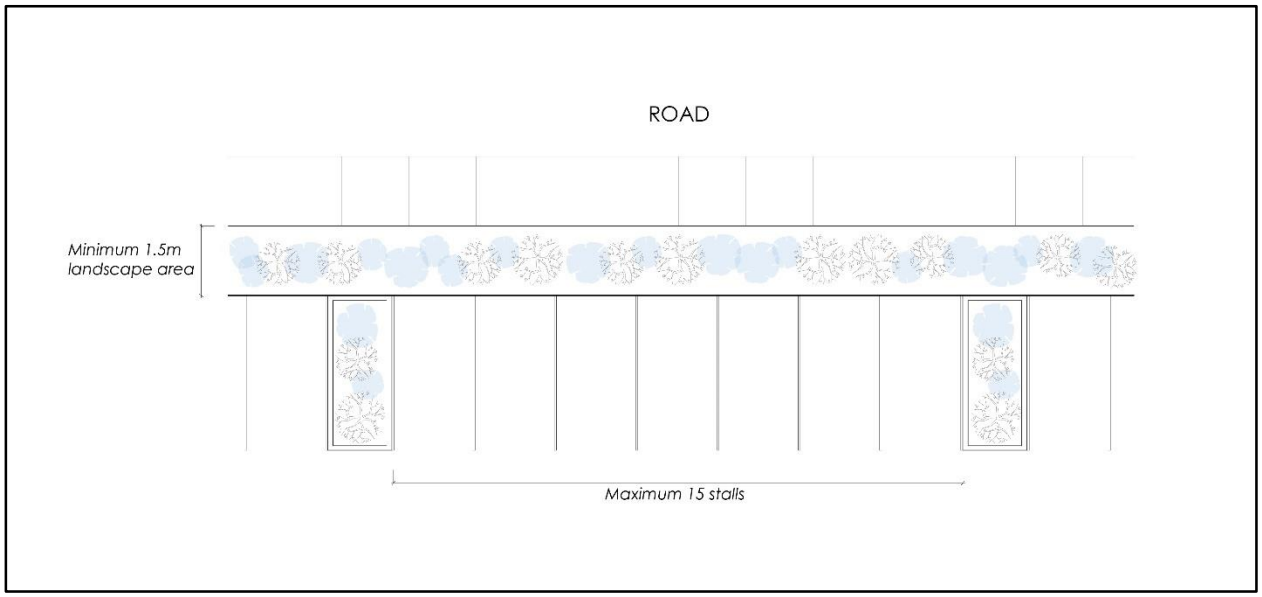
(d) landscaped islands are not to be longer than the adjacent parking space;

(e) landscaped islands shall be clearly delineated as separate and in addition to required parking and loading spaces;

(f) locate landscaped islands such that loading and unloading vehicles can gain access without undue interference; and

(g) a minimum of one tree must be included in a landscaped island.

Figure 7.2.10 – Parking Landscape Islands



7.3 Refuse and Recycling Bins

7.3.1 All refuse and recycling bins (including all other large receptacles used for the temporary storage of materials) that are placed wholly above natural grade (in zones other than agricultural zones) shall:

(a) require opaque screening from adjacent lots and streets.

(b) all screening shall be a minimum of 1.3 metres in height to a maximum height that is equivalent to the height of the refuse or recycling bin.

(c) all sides open to public view shall be screened by the additional planting of shrub and groundcover material at least 1.5 metres in height.

(d) all refuse or recycling bins shall be setback a minimum of 3.0 metres from any lot abutting a rural residential, single & two dwelling, or multi-dwelling zone.

(e) an unobstructed access lane with a minimum width of 3.0 metres and a minimum vertical clearance of 4.6 m shall be provided to provide access to a required garbage and recycling room or enclosure.

7.3.2 All refuse and recycling bins that are placed in-ground must be set back 0.5 metres from a front lot line or side lot line.

7.4 Urban Plazas

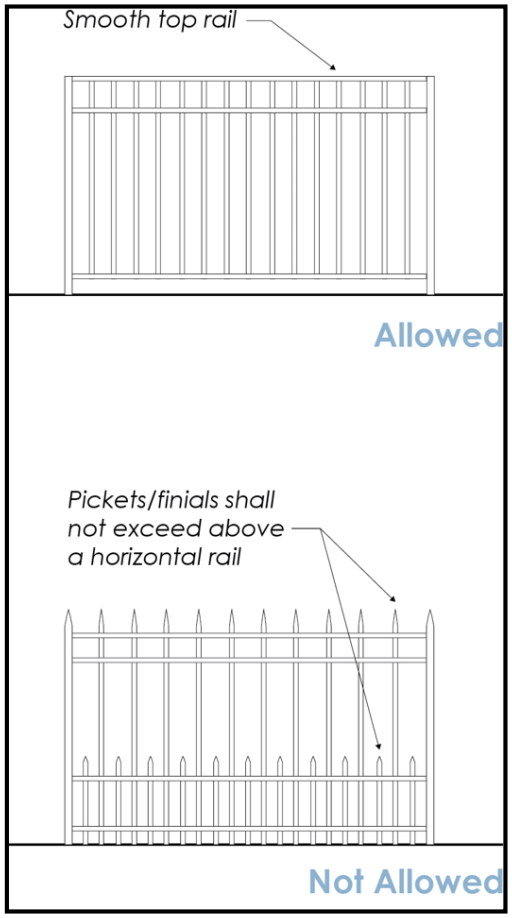
7.4.1 Urban plazas are a screening or masking site design element required to separate adjacent uses when large building frontages are proposed.

7.4.2 The minimum plaza street frontage is 7.5 metres.

7.4.3 The minimum plaza depth is 6.0 metres. Urban plazas must have a minimum of one tree, with a minimum 90 millimetre caliper and rootball of 900 millimetres.

7.5 Fencing and Retaining Walls

Figure 7.5.6 – Fencing Types



7.5.1 Screen fences shall be consistent with the quality of building design and materials of the principal building.

7.5.2 Screening fences shall be opaque double-sided construction. Where screen fences are allowed or required by this Bylaw, they shall be of an opaque or a combination of opaque and lattice design.

7.5.3 The maximum height for fences constructed from natural grade shall be:

(a) 2.0 metres in rural residential zoned properties except, where abutting an agricultural, industrial, or commercial zone, then the maximum height shall be 2.4 metres.

(b) 2.4 metres in commercial or industrial zoned properties.

(c) 2.0 metres in single & two dwelling, multi-dwelling, village centre, or urban centre zoned lots except, that it shall not exceed 1.2 metres in height within the minimum front yard or flanking yard setbacks.

7.5.4 No fence in a commercial, public and institutional or industrial zone shall exceed 2.4 metres in height.

7.5.5 Lots in industrial zones are to have an opaque 2.4 metres high fence around all storage yards, along all lot lines abutting non-industrial zones and around wrecking yards that are visible from a street abutting the lot.

7.5.6 No metal fence shall constructed or erected that have the ends of fence pickets or finials to extend above a horizontal rail (see Figure 7.5.6).

7.5.7 No barbed wire fencing shall be constructed or erected in any rural residential, single & two dwelling, multi-dwelling, or core area & other zone, except in the P1 zone where the site is used for detention and correction services.

7.5.8 No razor wire fences shall be constructed or erected in any zone except were associated with penitentiaries, jails, or places of incarceration.

7.5.9 No fencing shall be constructed or erected at or below the high-water mark (geodetic elevation of 343 metres) of Okanagan Lake.

7.5.10 Retaining walls on all lots, except those required as a condition of subdivision approval, must not exceed a height of 1.2 metres measured from natural grade on the lower side, and must be constructed so that any retaining walls are spaced to provide a 1.2 metres horizontal separation between tiers. The maximum number of tiers that may be constructed without a professional design by a qualified professional engineer is two. The maximum total height of any retaining wall system that may be constructed without a professional design by a qualified professional engineer is 2.4 metres.

(a) a retaining wall may be higher than 1.2 metres, measured from finished grade, where the natural grade of the subject lot is lower than the abutting property.

(b) the combined height of a fence on top of a retaining wall at the lot line or within 1.2 metres of the lot line shall not exceed 2.0 metres, measured from natural grade at the abutting higher property.

(c) where an affected property remains at natural grade and the subject property constructs a retaining wall and a fence within 1.2 metres of the lot line, the maximum height for a fence on the affected property shall be no greater than 1.8 metres above the height of the retaining wall or 3.0 metres, whichever is less.

7.5.11 In the case of a retaining wall, the maximum height of a fence, or portion of retaining wall extending above the natural grade of the abutting higher property, or combination thereof, shall be 2.0 metres, measured from the natural grade of the abutting higher property.

SECTION 8 – Parking and Loading

8.1 General Provisions and Development Standards

8.1.1 Where provision of off-street parking or loading spaces is required by this Bylaw, a plan of the proposed site layout and landscape plan shall be included with the development permit application or building permit, as the case may be. The plans must be included with the building permit application. The site plan must be drawn to scale and must clearly illustrate the lot size and configuration, building locations, parking spaces, loading spaces, on-site circulation, access driveways, landscaping, fences, and any other details relevant to the review of the development proposal.

8.1.2 Off-street parking spaces shall not be credited as off-street loading spaces or vice versa.

8.1.3 In lieu of providing the required number of off-street parking spaces where the City owns and operates a parking facility within urban centres, a property owner within an urban centre may pay to the City a sum of money equal to the number of parking spaces not provided multiplied by the applicable cash-in-lieu amount as determined by the Payment in Lieu of Parking Bylaw No. 8125. Cash-in-lieu is not permitted where compliance with Ministry of Transportation & Infrastructure (MOTI) standards is required.

8.1.4 Every off-street parking or loading area (including every access road to such areas) required by this Bylaw to accommodate three (3) or more vehicles:

(a) shall have a durable, dust-free hard surface of concrete, asphalt, or similar material, constructed such that the surface drainage is directed to the public storm sewer system (if available), or alternatively to approved planting areas, or an approved on-site drainage system;

(b) despite Section 8.1.4(a), any requirement for hard surfacing such as concrete or asphalt does not apply (but dust free surface shall be required) to agricultural zones, public parks, or open space uses;

(c) shall clearly delineate individual parking spaces, loading spaces, spaces for the disabled, maneuvering aisles, entrances, and exits with pavement markings, signs, and/or other physical means;

(d) shall be designed to allow forward entry to and exit from the lot on which the parking or loading area is located directly to a dedicated public street or lane, without encumbering any lands other than the subject lot. This provision does not apply where parking or loading can be provided and accessed directly from an abutting lane. This provision shall not apply where tandem parking results in the provision of three or more parking spaces where access is from a local collector road or a road of a lesser standard as identified in the City of Kelowna's Official Community Plan;

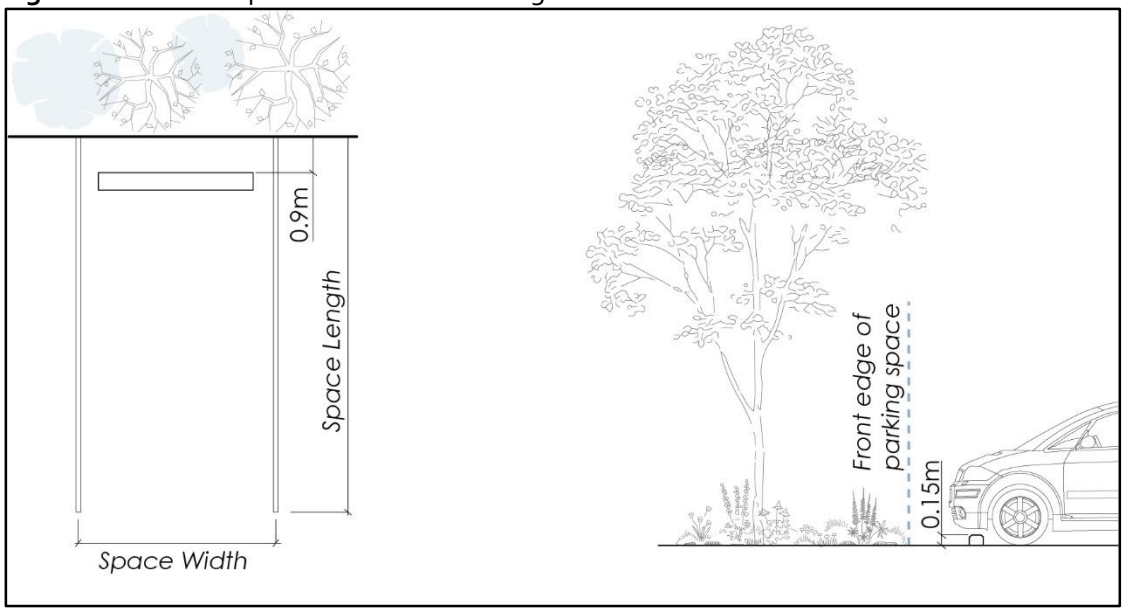
8.1.5 No required parking shall be provided parallel to and flanking a lane unless the parking area is accessible by a driveway and is screened from the lane by a physical barrier.

8.1.6 Landscaped islands and parking lot requirements shall be consistent with Section 7.

8.1.7 Every off-street parking or loading area, and access thereto, shall have fencing, curbs, or secured wheel stops to prevent vehicles from encroaching upon lot lines.

8.1.8 All off-street parking spaces on lots with five (5) or more parking spaces and abuts a pedestrian walkway or landscaped area without a barrier curb needs to have a wheel stop that is 0.9 metres from the walkway or landscaping area and minimum 0.15 metres in height as described Figure 8.1.8. This requirement does not apply to a parking space if the parking space is configured parallel to the curb or drive aisle.

Figure 8.1.8 – Example of Off-Street Parking



8.1.9 Where a wheel stop is provided pursuant to Section 8.1.8 the portion of the parking space between the wheel stop and the front edge of the parking space, as marked in Figure 8.1.8, is exempt from the requirements of Section 8.1.4 and may be surfaced with permeable material or landscaping, provided that no landscaping exceeds 0.15 metres in height.

8.1.10 Every off-street parking or loading area which is illuminated shall have all lighting positioned in such a manner that light falling onto abutting properties is minimized.

8.1.11 Any trash storage or collection area co-existing with any parking or loading area:

(a) shall be clearly delineated as separate and in addition to required parking and loading spaces;

(b) shall be located such that collection vehicles can gain access without undue interference with the operation of the parking and loading area; and

(c) shall have a fenced or landscaped screen as required by Section 7.

8.1.12 Maximum grades:

(a) the maximum grade for a drive aisle or a parking space is 8%;

(b) the maximum grade for a driveway is 15%;

(c) where a drive aisle or a parking space is located within 6.0 metres of a fronting lot line it must comply with applicable grade requirements prescribed in the City of Kelowna's Subdivision and Servicing Bylaw 7900.

Figure 8.1.12.a - Maximum Grades for Parking Areas

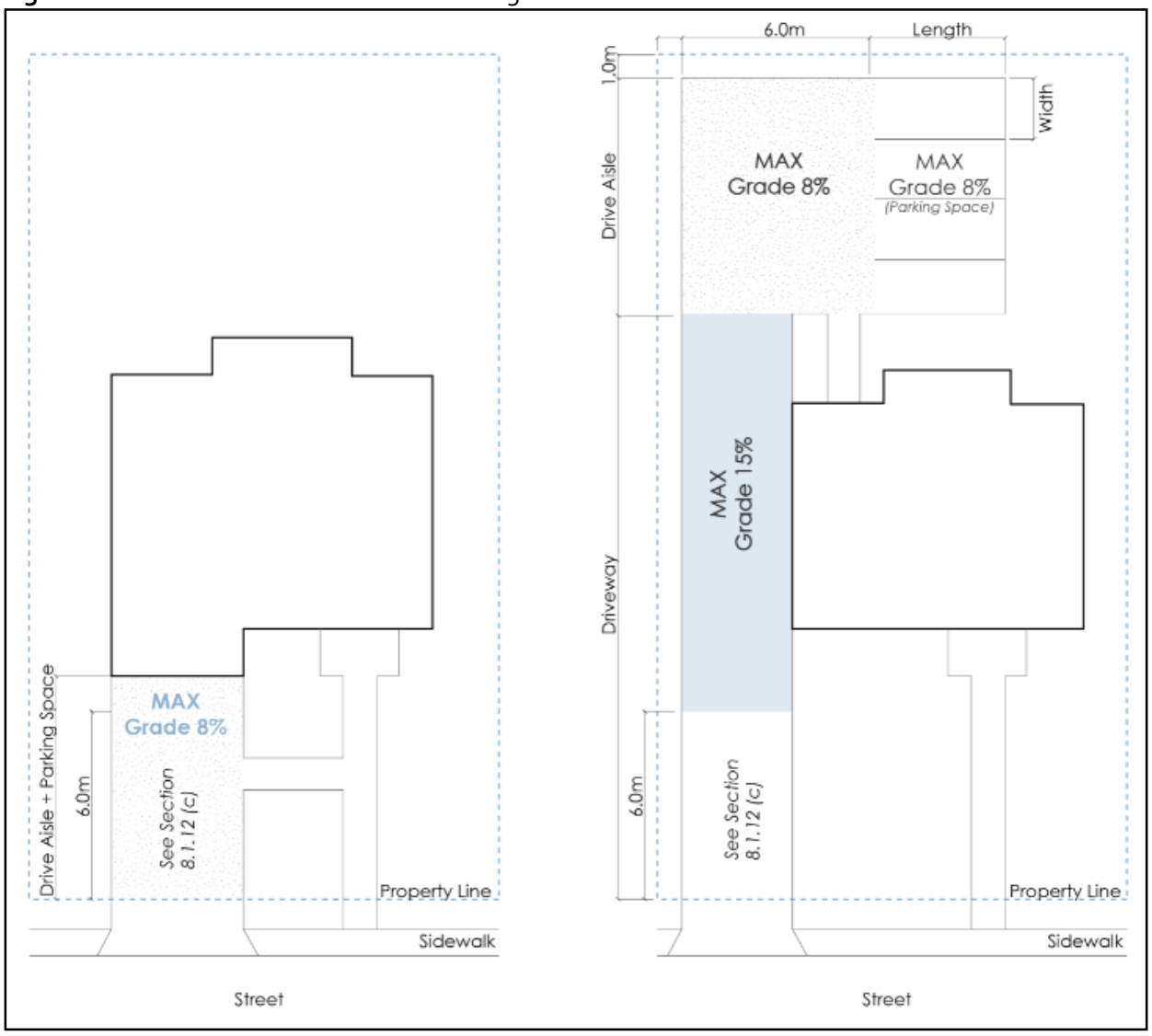
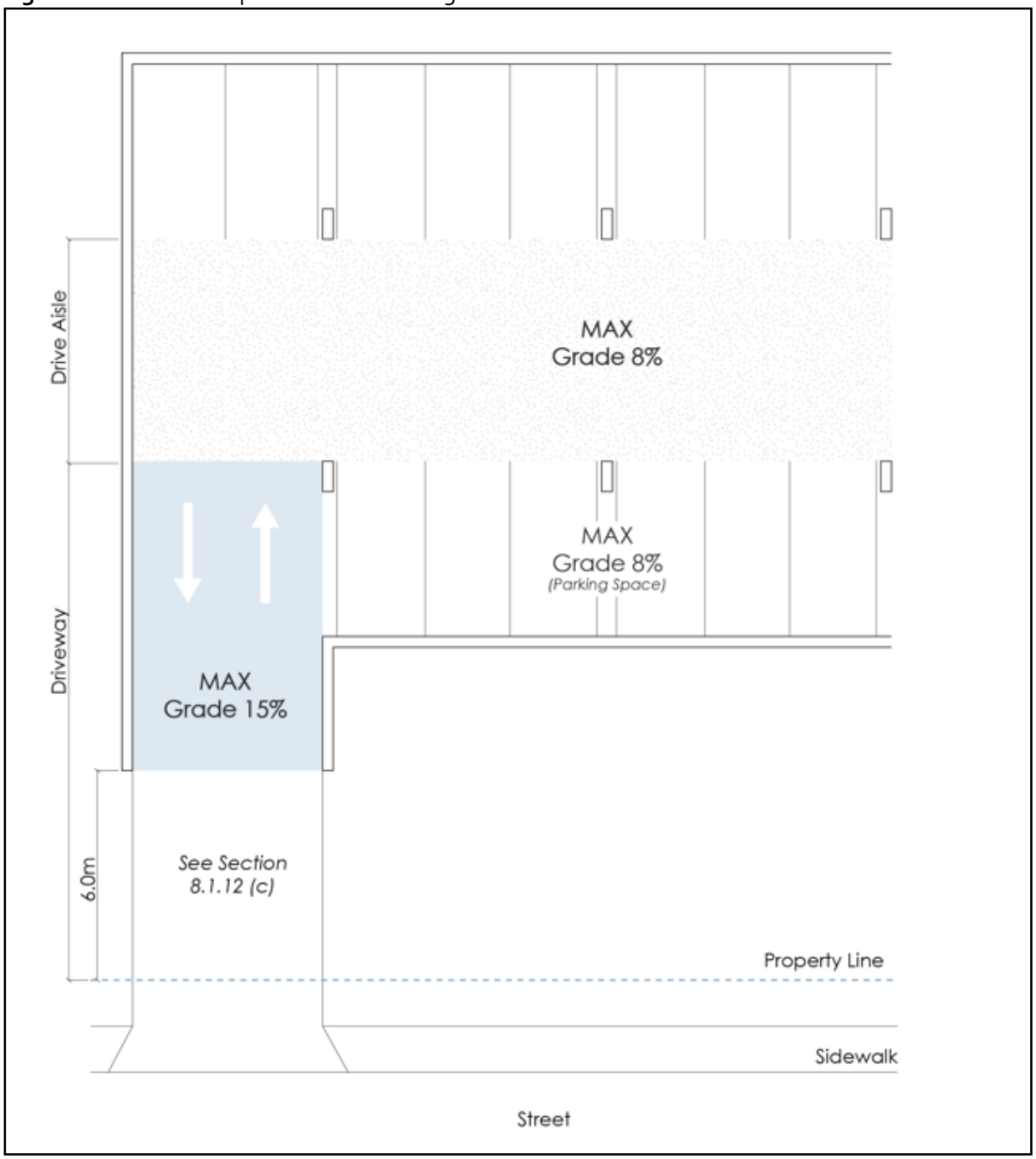


Figure 8.1.12.b – Example of Parkade Configuration



8.2 Off-Street Parking Regulations

8.2.1 Where any development is proposed, including new development, change of use of existing development, or enlargement of existing development, off-street vehicle parking (including parking for the disabled, and visitors) shall be provided onsite by the property owner in accordance with the requirements of this Bylaw.

Parking Setbacks

8.2.2 All off-street parking shall be restricted from the landscape areas as according to Section 7.2.3.

8.2.3 Where a setback for a garage or a carport (as allowed within a particular zone) is measured from the back of curb, edge of pavement, or a sidewalk (whichever is closest), the resulting parking stall can be counted as an off-street parking stall.

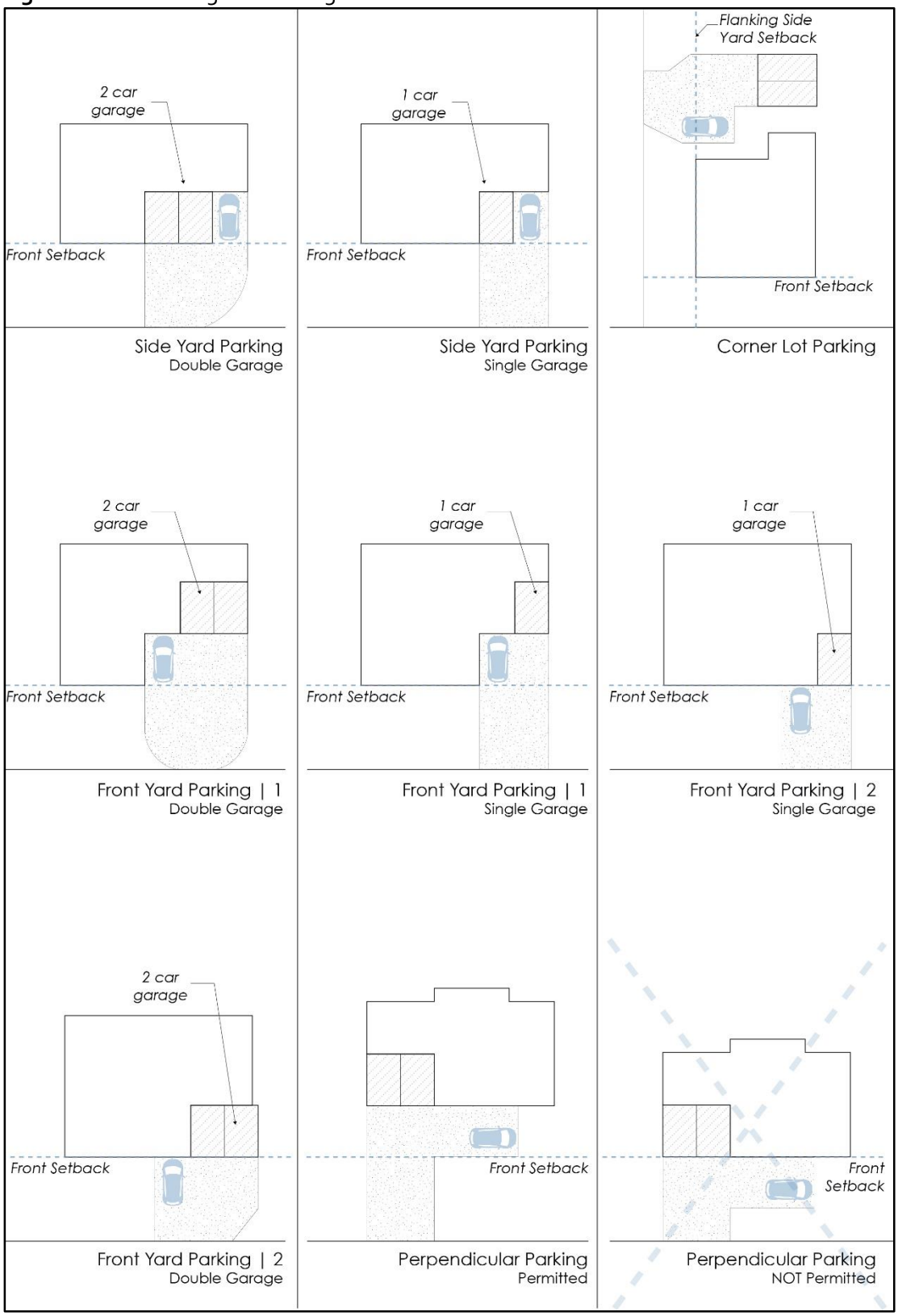
8.2.4 All off-street parking for residential use classes containing two or less dwelling units shall not have any off-street parking spaces located in the required front yard or flanking street setback area.

8.2.5 Notwithstanding Section 8.2.4, off-street parking for residential use classes containing two or less dwelling units may be located in the required front yard or flanking street setback area if:

(a) the parking spaces are located on a driveway which provides access to a required off-street parking space that is not in the front yard or flanking street setback area; or

(b) one off-street parking space may be located in the required front yard or flanking street setback area that does not provide access beyond the front yard or flanking street setback area if the parking space meets one of the permitted parking configurations shown specifically in Figure 8.2.5:

Figure 8.2.5 – Parking Stall Configurations



Section 8 – Parking & Loading

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

Tandem Parking

8.2.6 Tandem parking spaces is permitted only for the following land uses (not between land uses):

(a) single detached housing (which may be in tandem with a secondary suite or carriage house);

(b) short-term rental accommodations;

(c) duplex and semi-detached housing; and

(d) townhouses where the lot is located within the Core Area. Visitor parking stalls cannot be configured in tandem in any situation.

Size and Ratio

8.2.7 Each required off-street parking space and parking lot layout shall conform to the following provisions:

Table 8.2.7.a Dimensions of Parking Spaces and Drive Aisles
m = metres

	Min. Length	Min. Width	Min. Height Clearance
Parking Spaces:			
Regular Size Vehicle parking space	6.0 m	2.5 m	2.0 m
Small Size Vehicle parking space	4.8 m	2.3 m	2.0 m
Accessible parking spaces	6.0 m	3.7 m	2.3 m
Van-Accessible parking spaces	6.0 m	4.8 m	2.3 m
Regular Size Parallel parking space	7.0 m	2.6 m	2.0 m
Small Size Parallel parking space	6.5 m	2.5 m	2.0 m
Drive Aisles:			
All two-way drive aisles serving 90 degrees parking (e.g., parking lot, parkade, garage)	n/a	6.5 m	2.0 m
All two-way surface drive aisles without adjacent parking	n/a	6.0 m	2.0 m
One way drive aisles (60 degree parking)	n/a	5.5 m	2.0 m
One way drive aisles (45 degree parking & parallel parking)	n/a	3.5 m	2.0 m

Table 8.2.7.b Ratio of Parking Space Sizes

Uses:	Min. Regular Size Vehicle parking spaces	Max. Small Size Vehicle parking spaces
Single Detached Dwelling, Duplex, or Semi-Detached	50%	50%
Carriage house or secondary suite	0%	100%
Short-term rental accommodations	0%	100%
Dwelling units in the MF1 zone	0%	100%

Table 8.2.7.b Ratio of Parking Space Sizes		
Uses:	**Min. Regular Size Vehicle** parking spaces	**Max. Small Size Vehicle** parking spaces
Townhouses, Stacked Townhouses, and Apartments	50% .1, .2	50%
Commercial	70%	30%
Industrial	70%	30%
Institutional	50%	50%

FOOTNOTES (Section 8.2.7):

.1 For the purpose of calculating the percentage of regular size vehicle parking spaces, "accessible parking spaces" shall be included in the minimum number regular size vehicle parking spaces.

.2 All visitor parking stalls must be regular size vehicle parking spaces.

8.2.8 Length, width, and height measurements shall be clear of obstructions (including but not limited to columns, lot lines, curbs, walls, pipes, roof features, fences, and emergency exit painted areas). Spacing measurements shall be taken from the inside to inside of obstructions.

8.2.9 Where a parking space abuts an obstruction (including but not limited to columns, lot lines, curbs, walls, pipes, roof features, fences, and emergency exit painted areas) the parking space shall follow the following regulations:

(a) be an additional 0.2 metres wider where the parking space abuts an obstruction on one side;

(b) be an additional 0.5 metres wider where the parking space abuts an obstruction on both sides; and

(c) be an additional 0.8 metres wider where the parking space abuts a doorway.

Number of Spaces

8.2.10 The minimum and maximum number of off-street vehicle parking spaces required for each use (including visitor spaces) is specified in Table 8.3 Required Parking except where additional parking is required by the Ministry of Transportation & Infrastructure (MOTI) if the site has direct access to a provincial highway. The total vehicle parking amount can be reduced with the rental housing incentives (as per Section 8.2.11) and the bicycle parking incentives (as per Section 8.5.8).

8.2.11 The minimum number of off-street vehicles parking spaces required for each use specified in Table 8.3 Required Parking may be reduced as per the following incentives (which may be combined):

(a) Rental Housing Incentives:

i. If a development rezones to a sub-rental zone guaranteeing the development as rental housing, then a 20% reduction to the parking requirement (both base and visitor) can be applied if the development is located within an urban centre and a 10% reduction to the

parking requirement (both base and visitor) can be applied if the development is located outside an urban centre.

(b) Car-Share Incentives:

ii. Within the Core Area, University South Village Centre, and Glenmore Valley Village Centre, the total minimum off-street vehicle parking requirements for any residential and any commercial use (e.g. office and retail) can be reduced by five (5) parking spaces per car share vehicle (must provide a new vehicle to a car-share organization and the car-share spaces are counted to the overall parking count) subject to the following regulations:

- the maximum reduction in total required parking is 20% (for base parking requirement); and
- the car-share vehicle parking space must be located on-site or within 100 metres of the subject property, in a highly visible spot, at-grade, publicly accessible at all times (i.e., not within an enclosed parkade), clearly marked for the exclusive use of the shared vehicle and guaranteed to operate for a minimum of two years.

8.2.12 Parking spaces for secondary uses shall be provided in addition to the required parking spaces for the principal use on a lot.

8.2.13 Where calculation of the total number of parking spaces yields a fractional number:

(a) any fraction less than one-half (0.5) rounds down to the nearest whole integer (including zero); and

(b) any fraction one-half (0.5) or greater rounds up to the nearest whole integer.

8.2.14 Where gross floor area is used as a unit of measurement for the calculation of required parking spaces, it must exclude all parking and loading areas, secure bicycle parking areas, common stairways and mechanical rooms within the building.

8.2.15 Where Table 8.3 Required Parking does not clearly define requirements for a development, the single use class or combination of use classes most representative of the proposed development shall be used to determine the parking requirements.

8.2.16 Where a development consists of a mix of use classes, the total off-street parking requirement shall be the sum of the off-street parking requirements for each use class.

(a) notwithstanding Section 8.2.16, in mixed-use developments the parking spaces required for offices and other commercial related land uses can be shared with the residential visitor parking requirements. Parking spaces must be available for both land uses (commercial and visitor) at all times.

Accessible Parking Standards

8.2.17 The minimum accessible parking shall be provided as a function of the total number of parking space provided onsite as described in Table 8.2.17 and illustrated in Figure 8.2.17:

Table 8.2.17 Amount of Accessible Parking Spaces		
Total Number of Parking Spaces Onsite.	Minimum Number of Required Accessible Parking Spaces	Minimum Number of Required Van-Accessible Parking Spaces
1 – 4 spaces	0 spaces	0 spaces
5 – 36 spaces	1 space	0 spaces
37 – 68 spaces	2 spaces	1 space
69 – 100 spaces	3 spaces	1 space
101-150 spaces	4 spaces	1 space
151-200 spaces	5 spaces	1 space
201-300 spaces	6 spaces	2 spaces
301-400 spaces	7 spaces	2 spaces
401-500 spaces	8 spaces	2 spaces
Over 500 spaces	2% of the total spaces	2 spaces
Note: The number of van-accessible parking spaces is included in the minimum required accessible parking spaces. For example: if six (6) accessible parking spaces are required and two (2) van accessible parking spaces are required the total number of accessible parking spaces is six (6) and two (2) of which must be van accessible.		

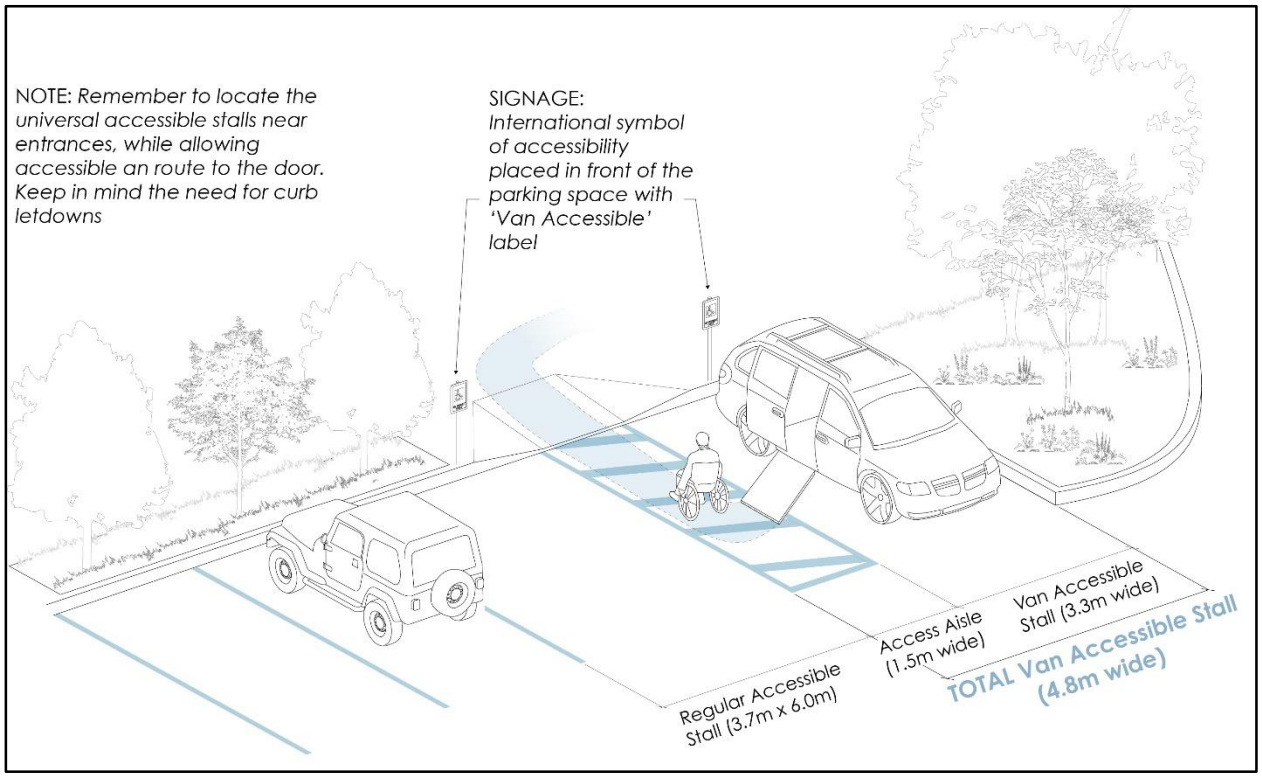
(a) if a visitor parking space is required, then at least one of those visitor parking spaces shall be configured as an accessible parking space;

(b) designate as an accessible parking space using appropriate signage;

(c) include accessible parking spaces in the calculation of the applicable minimum parking requirement; and

(d) accessible parking spaces shall be located as close to a main building entrance, on a level non-skid surface.

Figure 8.2.17 - Accessible Parking Standards



8.3 Required Off-Street Parking Requirements

Table 8.3 – Required Off-Street Parking Requirements

Table 8.3.1 Residential Multi-Dwelling Parking

Land Use / Type of Development	Base Parking Requirement (Number of spaces)				Minimum Visitor Parking Requirement [.1], [.2]
	Urban Centre and Health District Zones	MF1 Zone [.4], Village Centre Zones, and Zones fronting a Transit Supportive Corridor	All other zones within the Core Area	All other zones outside the Core Area [.3]	
Apartment Housing Townhouses Stacked Townhouses Residential Security Operator Unit	Min 0.8 spaces & Max 1.25 spaces per bachelor dwelling unit	Min 0.9 spaces [.4] & Max 1.25 spaces per bachelor dwelling unit	Min 1.0 space & Max 1.25 spaces per bachelor dwelling unit	Min 1.0 space & Max 1.25 spaces per bachelor dwelling unit	Min 0.14 spaces [.1] & Max 0.2 spaces per dwelling unit
	Min 0.9 spaces & Max 1.25 spaces per 1 bedroom dwelling unit	Min 1.0 space [.4] & Max 1.25 spaces per 1 bedroom dwelling unit	Min 1.2 spaces & Max 1.6 spaces per 1 bedroom dwelling unit	Min 1.25 spaces & Max 1.6 spaces per 1 bedroom dwelling unit	
	Min 1.0 space & Max 1.5 spaces per 2 or more bedroom dwelling unit	Min 1.1 spaces [.4] & Max 1.6 spaces per 2 bedroom dwelling unit	Min 1.4 spaces & Max 2.0 spaces per 2 bedroom dwelling unit	Min 1.5 spaces & Max 2.0 spaces per 2 bedroom dwelling unit	
		Min 1.4 spaces [.4] & Max 2.0 spaces per 3 bedroom dwelling unit	Min 1.6 spaces & Max 2.5 spaces per 3 bedroom or more dwelling unit	Min 2.0 spaces & Max 2.5 spaces per 3 bedroom or more dwelling unit	

FOOTNOTES (Section 8.3.1.):

[.1] Visitor parking is to be easily accessible to the access points of the corresponding development and/or buildings. Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

[.2] Regardless of the parking rate (spaces per unit). The minimum number of dwelling units when the first visitor parking space is required is five (5) dwelling units. For example, a lot with four (4) dwelling units does not require a visitor parking space.

[.3] Minimum and maximum parking rates for various Comprehensive Development Zones are outline in Table 8.3.1a Other Residential Parking.

.4 For MF1 zoned lots, the first four dwelling units shall have a minimum of one (1) parking space per dwelling unit. The parking rate identified above applies to the fifth dwelling unit and any more dwelling units.

Table 8.3.1a Other Residential Parking			
Land Use / Type of Development	Base Parking Requirement		Visitor Parking Requirement .1
	Minimum	Maximum	
Bed and Breakfast Homes	1.0 space per sleeping unit	1.5 spaces per sleeping unit	n/a
Boarding or Lodging Houses	1.0 space; plus 0.9 stalls per sleeping unit	1.5 space; plus 2.0 spaces per sleeping unit	n/a
Carriage House Secondary Suites	1.0 space .2	2.0 spaces	n/a
Congregate Housing & Supportive Housing	0.35 spaces per sleeping unit; Plus 0.5 spaces per non-resident on-duty employee or 3.0 spaces (whichever is greater)	n/a	Min 0.14 spaces & Max 0.2 spaces per dwelling unit
Group Home	1.0 space; plus 0.35 stalls per sleeping unit	2.0 spaces; plus 1.0 stall per sleeping unit	n/a
Home-Based Business, Major	1.0 space	2.0 spaces	n/a
Home-Based Business, Major for Health Services on lots located on Royal Avenue or Christleton Avenue	3.0 spaces per 100 m^2 GFA,	5.0 spaces per 100 m^2 GFA	n/a
Home-Based Business , Minor	n/a	n/a	n/a
Home-Based Business , Rural	1.0 space	n/a	n/a
Mobile homes	2.0 spaces per dwelling unit	2.5 spaces per dwelling unit	Min 0.14 spaces & Max 0.2 spaces per dwelling unit
Residential units within the CD20 Zone	1.0 space per dwelling unit, except 0.15 spaces per student only residences	1.5 spaces per dwelling unit	Min 0.14 spaces per dwelling unit, except 0.05 spaces per student only residences & Max 0.2 spaces per dwelling unit

Table 8.3.1a Other Residential Parking			
Land Use / Type of Development	Base Parking Requirement		Visitor Parking Requirement [.1]
	Minimum	Maximum	
Residential units within the CD22 zone	1.1 spaces per dwelling unit greater than 2 bedrooms 1.0 space per 2 bedroom dwelling unit 0.9 spaces per 1 bedroom dwelling unit 0.75 spaces per bachelor dwelling unit	2.0 spaces per dwelling unit greater than 2 bedrooms 1.6 space per 2 bedroom dwelling unit 1.25 spaces per 1 bedroom dwelling unit 1.0 spaces per bachelor dwelling unit	Min 0.14 spaces & Max 0.2 spaces per dwelling unit
Residential units within the CD26 zone	1.0 space per dwelling unit	1.5 spaces per dwelling unit	Min 0.14 spaces & Max 0.2 spaces per dwelling unit
Residential Security/Operator Unit	1.0 space per dwelling unit	2.0 spaces per dwelling unit	n/a
Short – Term Rental Accommodation:			n/a
• Multi-Dwelling Zones and Core Area and Other Zones	No additional parking required (i.e., equivalent to the parking requirements for the principal dwelling unit within that zone).	n/a	
• Agriculture & Rural Zones and Single & Two Dwelling Zones	1.0 space per two sleeping units	n/a	
Agriculture & Rural Zones and Single & Two Dwelling Zones	2.0 spaces per dwelling unit	n/a	0.0 spaces or Min 0.14 spaces & Max 0.2 spaces per dwelling unit [.3]

FOOTNOTES (Section 8.3.1a.):

[.1] Visitor parking is to be easily accessible to the access points of the corresponding development and/or buildings. Visitor parking is a separate minimum parking requirement that rounds up or down independent of the basic parking requirement.

[.2] Parking space can be located in the driveway and in tandem with the single detached dwelling parking as long as two additional off-street parking spaces are provided for the principal dwelling. Notwithstanding Section 8.1.4, parking for secondary suites or carriage houses can be surfaced with a dust-free material.

Table 8.3.1a Other Residential Parking			
Land Use / Type of Development	Base Parking Requirement		Visitor Parking Requirement .1
	Minimum	Maximum	
.3 Within residential strata (non-MF1 zoned developments) with three (3) or more dwelling units the visitor parking requirement is 0.14 spaces per dwelling unit.			

Table 8.3.2 Commercial m² = square metres		
Land Use / Type of Development	Parking Requirement NOTE: GFA = gross floor area	
	Minimum	Maximum
Boat Storage	1.0 space per 10 boat storage spaces plus 2 spaces for employees	1.25 spaces per 10 boat storage spaces plus 2 spaces for employees
Hotels / Motels	0.8 spaces per sleeping units plus requirements of other uses in the UC1 zone; 1.0 space per sleeping unit plus requirements of other uses in all other zones	1.5 spaces per sleeping units, plus requirements of other uses
All commercial uses in the UC1 zone even if listed separately below .1, .2	0.9 spaces per 100 m² GFA	3.0 spaces per 100 m² GFA
All commercial uses in the UC2, UC3, UC4, UC5, and VC1 zone even if listed separately below .1, .2	1.3 spaces per 100 m² GFA .3	4.5 spaces per 100 m² GFA
All commercial uses in the CD22 zone even if listed separately below .1, .2	1.0 spaces per 100 m² net floor area	4.5 spaces per 100 m² GFA
All commercial uses in the CD26 zone even if listed separately below .1, .2	1.75 parking spaces per 100 m² GFA	4.5 spaces per 100 m² GFA
Animal Clinics, Major and Minor Health Services (includes dental offices, surgeries, and similar uses)	3.0 spaces per 100 m² GFA,	5.0 spaces per 100 m² GFA
Food Primary Establishment Liquor Primary Establishment	2.5 spaces per 100 m² GFA or 5.0 spaces (whichever is greater)	4.5 spaces per 100 m² GFA,
Fleet Services	2.0 spaces per 100 m² GFA; or 1 spaces per vehicle in fleet plus 1 per employee on duty (whichever is greater)	2.5 spaces per 100 m² GFA; or 1.25 spaces per vehicle in fleet plus 1.25 spaces per employee on duty (whichever is greater)
Personal Services Establishment	2.5 spaces per 100 m² GFA	4.5 spaces per 100 m² GFA

Table 8.3.2 Commercial m² = square metres		
Land Use / Type of Development	Parking Requirement NOTE: GFA = gross floor area	
	Minimum	Maximum
Warehousing	0.5 spaces per 100 m² GFA (minimum 2 spaces); Plus 2.5 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.	1.0 space per 100 m² GFA; Plus 3.0 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.
Financial Services Offices	2.5 spaces per 100 m² GFA	4.5 spaces per 100 m² GFA
All other commercial uses not listed above and for commercial zones not list above: [1]		
• GFA less than 1,000 m²	2.0 spaces per 100 m² GFA	2.5 spaces per 100 m² GFA
• GFA 1,000 m² to 2,000 m²	2.5 spaces per 100 m² GFA	3.5 spaces per 100 m² GFA
• GFA 2,000 m² to 20,000 m²	3.0 spaces per 100 m² GFA	4.5 spaces per 100 m² GFA
• GFA greater than 20,000 m²	4.0 spaces per 100 m² GFA	5.25 spaces per 100 m² GFA

FOOTNOTES (Section 8.3.2.):

.1 For shopping centres, calculate the area by adding all the tenant spaces together.

.2 This rule only applies to land use categories that are based on a number of parking spaces per GFA.

.3 The minimum parking requirement may be affected by Figure 8.3 Parking Exception Areas.

Table 8.3.3 Agriculture m² = square metres		
Land Use / Type of Development	Parking Requirement	
	Minimum	Maximum
Greenhouses and Plant Nurseries	6.7 spaces per 100 m² GFA of retail sales	n/a
Farm Retail Sales	5.0 spaces per 100 m² GFA, but a minimum of 4 spaces	n/a

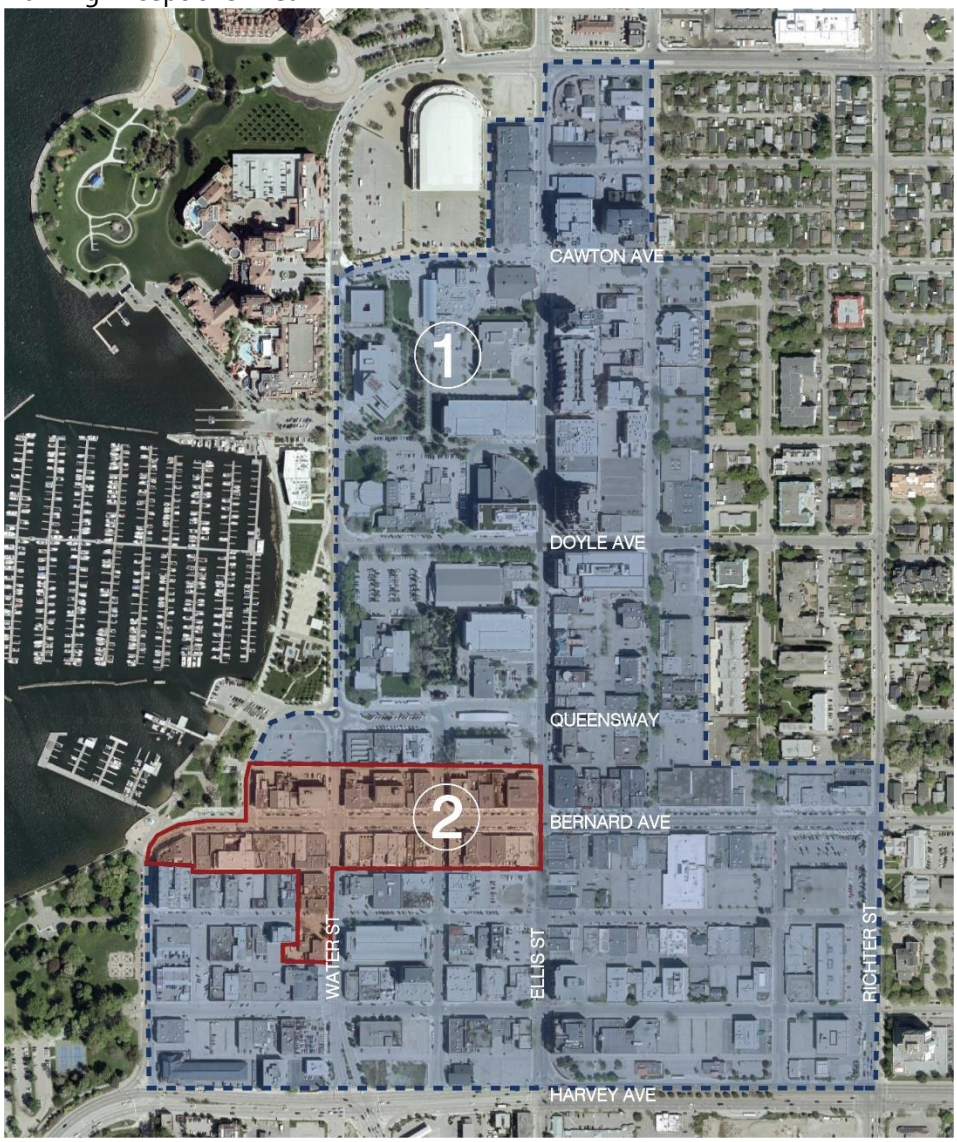
Table 8.3.4 Industrial m² = square metres		
Land Use / Type of Development	Parking Requirement	
	Minimum	Maximum
Bulk Fuel Depot	2.0 spaces	n/a
General Industrial Uses	1.0 space per 100 m² GFA (includes mezzanine area); Plus 2.5 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.	2.5 spaces per 100 m² GFA (includes mezzanine area); Plus 3.0 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.
Warehousing	0.5 spaces per 100 m² GFA (minimum 2 spaces); Plus 2.5 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.	1.0 space per 100 m² GFA; Plus 3.0 spaces per 100 m² GFA for all floor area devoted to accessory activities such as any indoor display, office, administrative or technical support, or retail sale operations.

Table 8.3.5 Institutional		
Land Use / Type of Development	Parking Requirement	
	Minimum	Maximum
Cemetery	0.5 space per 100 m² GFA	n/a
Detention and Correction Services	1.0 space per 2 inmates (capacity)	n/a
Emergency and Protective Services	4.0 spaces per 100 m² GFA	n/a
Hospitals	1.0 space per 100 m² GFA	n/a
Education Services	1.3 spaces per 100 m² GFA	n/a
Temporary shelter services	1.0 space per 3 beds	n/a

Table 8.3.6 Community, Recreational, and Cultural m² = square metres		
Land Use / Type of Development	Parking Requirement	
	Minimum	Maximum
Bowling Alley	2.0 spaces per alley	n/a
Campsite	1 per camping space	n/a
Child Care Centre, Major (Includes preschool)	1.0 space per 11 children (capacity)	n/a
Child Care Centre, Minor	1.0 space plus 1.0 more space if the child care centre contains employees from offsite	
Cultural and Recreation Services Exhibition and Convention Facilities:		
(a) GFA less than 1,000 m²	2.0 spaces per 100 m² GFA	n/a
(b) GFA 1,000 m² to 2,000 m²	2.5 spaces per 100 m² GFA	n/a
(b) GFA 2,000 m² to 20,000 m²	3.0 spaces per 100 m² GFA	n/a
(c) GFA greater than 20,000 m²	4.0 spaces per 100 m² GFA	n/a
Cultural Facility (e.g., Museum, Art Gallery)	2.5 spaces per 100 m² GFA	n/a
Curling Rink	4.0 spaces per curling sheet	n/a
Golf Course	6.0 spaces per hole; plus, the parking required for other secondary uses	n/a
Golf Driving Range	2.0 spaces per tee	n/a
Library	2.5 spaces per 100 m² GFA	n/a
Participant Recreation Services, Outdoor (except golf courses) Participant Recreation Services, Indoor (except curling rinks, swimming pools, and racquet clubs)	1.0 space per 100 m² GFA, plus 1.0 space per 3 users (capacity)	n/a
Racquet Clubs	3 spaces per court	n/a
Recycling Drop-Offs	1 per recycling container, (minimum of 2 spaces)	n/a
Religious Assemblies	1 per 5 seats or 10 per 100 m² of GFA (whichever is greater)	n/a
Spectator Entertainment Establishments	1 per 4 seats	n/a
Spectator Sports Establishments	1 per 4 seats	n/a
Swimming Pool (Public)	25.0 per 100 m² of pool water surface	n/a

Table 8.3.7 Water Uses		
Land Use / Type of Development	Parking Requirement	
	Minimum	Maximum
Marinas	1.0 space per 2 boat spaces plus 1 per business	n/a

Figure 8.3 – Parking Exceptions Area



1. Notwithstanding Table 8.3.2 Commercial Parking Requirements, the minimum parking requirement for all UC1 zoned lots in Area 1 & 2 shown in Figure 8.3 shall be 0.9 stalls per 100 metre^2 of Gross Floor Area (GFA). This rule only applies to land use categories that are based on a number of parking spaces per GFA.
2. All lots in Area 2 shown in Figure 8.3 shall not be required to meet any vehicle parking space requirements if the height of the buildings on the lot are:
   - 15.0 metres or less and 4 storeys or less.

8.4 Off-Street Loading

8.4.1 Where development is proposed, including new development, change of use of existing development, or enlargement of existing development, off-street loading spaces shall be provided by the property owner in accordance with the requirements of this Bylaw. Detention and correction services located within a security fence are exempt from providing off-street loading spaces.

Number of Spaces

8.4.2 The number of off-street loading spaces, including bus loading spaces, required for each use is specified in Table 8.4 Minimum Loading Required. The maximum number of loading spaces required by this section is three (3) spaces.

8.4.3 Where calculation of the total number of loading spaces yields a fractional number, the following counting rules apply (unless specifically defined in Table 8.4 Minimum Loading Required):

(a) any fraction less than one-half (0.5) rounds down to the nearest whole integer (including zero); and

(b) any fraction one-half (0.5) or greater rounds up to the nearest whole integer.

8.4.4 Where gross floor area is used as a unit of measurement for the calculation of required loading spaces, it must exclude all parking and loading areas, secure bicycle parking areas, common stairways and mechanical rooms within the building.

8.4.5 Where Table 8.4 Minimum Loading Required does not clearly define requirements for a particular development, the single use class or combination of use classes is most representative of the proposed development shall be used to determine the loading space requirement.

8.4.6 Where a development consists of a mix of use classes, the total off-street loading requirement shall be the sum of the off-street loading requirements for each use class, unless there is a complementary demand or differences in periods of use for loading that warrants a different requirement.

Location

8.4.7 Off-street loading spaces shall be provided entirely within the lot of the development being served.

8.4.8 Off-street loading spaces shall be oriented away from residential development.

Size and Access

8.4.9 Each off-street loading space shall be of adequate size and accessibility to accommodate the vehicles expected to load and unload, but in no case shall a loading space be less than 28 metres² in area, less than 3.0 metres in width, or have less than 4.0 metres in overhead clearance.

8.4.10 Each required bus loading space shall be a minimum of 3.6 metres in width, a minimum of 12.2 metres in length, and have a minimum clearance of 4.6 metres.

8.4.11 Access to any loading area shall be provided, wherever possible, internally to the development or from a lane abutting the development.

8.4.12 Access to any loading area shall be arranged such that no backing or turning movement of vehicles going to or from the site causes interference with traffic on the abutting streets or lanes.

Table 8.4 – Minimum Loading Required
m^2 = square metres

Type of Development (Use)	Required Loading Spaces
Child Care Centre, Major	For 1 – 25 children 0 loading spaces For 26 or more children 1 loading spaces
Commercial Uses and Industrial Uses	1 per 1,900 m² GFA
Cultural and Recreation Services and Institutional Uses (except Education Services listed below)	1 per 2,800 m² GFA
Food Primary Establishment	1 per 2,800 m² GFA
Hotels/Motels	1 per 2,800 m² GFA
Liquor Primary Establishment	1 per 2,800 m² GFA
Education Services	1.5 car loading spaces per 100 students, minimum 5; plus 3 bus loading spaces

8.5 Off-Street Bicycle Parking

8.5.1 Where any development is proposed, including new development, change of use of existing development, or enlargement of existing development, off-street bicycle parking shall be provided by the property owner in accordance with the requirements of this Bylaw.

8.5.2 The number of short-term and long-term bicycle parking spaces required for each use class is specified in Table 8.5 Minimum Bicycle Parking Required.

8.5.3 Where calculation of the total number of off-street bicycle parking spaces yields a fractional number:

(a) any fraction less than one-half (0.5) rounds down to the nearest whole integer (including zero); and

(b) any fraction one-half (0.5) or greater rounds up to the nearest whole integer.

8.5.4 Where the bicycle parking schedule does not clearly define requirements for a particular development the single use or combination of use most representative of the proposed development shall be used to determine the parking requirement.

8.5.5 Short-term bicycle parking standards:

(a) short-term bicycle parking must be conveniently located within: 15 metres of any main entrances (whether inside or outside of the building), a well-lit area, clearly visible to visitors, and subject to casual surveillance by occupants of the building(s).

(b) short-term bicycle parking spaces shall be provided in a bicycle rack that is permanently anchored to the ground or a wall.

(c) design and install short-term bicycle parking to the minimum dimensions shown in Table 8.5.1 Minimum Dimensions for Bicycle Parking and illustrated in Figure 8.5.1

8.5.6 Long-term bicycle parking standards:

(a) long-term bicycle parking must be located inside a building or within a secure, weather-protected, dedicated bicycle parking facility accessible to residents, employees, or other identified users of the building.

(b) the entry door into the long-term bicycle parking facility must have a minimum width of 0.9 metres.

(c) long-term bicycle parking spaces can be arranged in a ground-anchored or wall-mounted configuration provided that:

i. a minimum 50% of the required long-term bicycle parking shall be ground-anchored.

ii. wall-mounted bicycle racks located in front of an automobile stall within a parkade will only be counted towards the minimum long-term bicycle parking if the automobile stall meets the minimum regular - size vehicle standards.

(d) a minimum of 75% of the long-term bicycle parking spaces shall be located at-grade or within one storey of finished grade and shall be easily accessible to users.

(e) long-term bicycle parking spaces must have a minimum unobstructed height clearance of 1.9 metres between the floor and any mechanical equipment, or, if there is no mechanical equipment, between the floor and the ceiling.

(f) design and install long-term bicycle parking spaces to the minimum dimensions shown in Table 8.5.1 Minimum Dimensions for Bicycle Parking and illustrated in Figure 8.5.2.

(g) For any residential development a "bicycle repair and wash station" is required after 20 long-term bicycle parking stalls are required. For any commercial or industrial development see Section 8.6 End-of-Trip Facilities for "bicycle repair and wash station". A "bicycle repair and wash station" includes tools for bikes, a commercial grade pump, access to water, and a way to raise a bike up to perform simple maintenance.

8.5.7 Bicycle racks shall be:

(a) constructed of theft resistant material;

(b) securely anchored with tamper-proof hardware to the floor, building, or ground;

(c) constructed to support from two points on the bicycle frame for a horizontal rack; and

(d) constructed to enable the bicycle frame and at least one wheel to both be securely locked to the rack with a single U-style lock.

8.5.8 Bicycle Parking Incentives:

Within the Core Area, University South and Glenmore Valley Village Centres, the total minimum off-street vehicle parking requirements can be reduced by 20 percent (20%) up to a maximum of five (5) parking spaces (for the base parking requirement) subject to the provision of the bonus long-term bicycle parking spaces identified within Table 8.5.

Table 8.5 – Minimum Bicycle Parking Required

m^2 = square metres

Type of Development	Bicycle Parking Spaces [.4]		
	Required Long-term	Bonus Long-term	Required Short-term
Apartment Housing (Includes Supportive Housing & Student Residences)	0.75 per bachelor, 1-bedroom, or 2-bedroom dwelling units 1.0 per 3-bedroom or more dwelling units	1.25 per bachelor or 1-bedroom dwelling unit 1.5 per 2-bedroom dwelling units 2.0 per 3-bedroom or more dwelling units	6.0 per entrance
Congregate Housing	1.0 per 20 dwelling units plus 1.0 per 10 employees	n/a	6.0 per entrance
Townhouses	No requirement [.5]	n/a [.1]	4.0 or 1 per 5 units (whichever is greater) [.2]
Commercial Uses, Health Services, Education Services, Cultural and Recreation Services, & Child Care Centre, Major:			
• GFA less than 1,000 m²	0.2 per 100 m^2 of GFA	0.4 per 100 m^2 of GFA	2.0 per entrance
• GFA 1,000 m² to 2,000 m²	0.2 per 100 m^2 of GFA	0.4 per 100 m^2 of GFA	2.0 per entrance
• GFA 2,000 m² to 20,000 m²	0.2 per 100 m^2 of GFA	0.4 per 100 m^2 of GFA	4.0 per entrance
• GFA greater than 20,000 m²	0.4 per 100 m^2 of GFA	0.8 per 100 m^2 of GFA	6.0 per entrance
Institutional Zones, except Education Services (See above)	n/a	n/a	6.0 per entrance

Table 8.5 – Minimum Bicycle Parking Required m^2 = square metres			
Hotels / Motels	1.0 per 20 sleeping units	n/a	6.0 per entrance
Industrial Uses	0.05 per 100 m^2 of GFA [.3]	0.1 per 100 m^2 of GFA	No requirement

FOOTNOTES (Section 8.5.):

[.1] Townhouses without an attached private garage with direct entry from the garage to the dwelling unit can utilize the bonus bicycle parking provisions within apartment housing.

[.2] Regulation only applies to lots with five (5) or more dwelling units.

[.3] Industrial uses (for the purpose of bicycle parking calculations): means any principal or secondary use that is exclusively within an industrial zone. For example, if a principal or secondary use is within a commercial and an industrial zone then that use shall be calculated with the commercial bicycle parking rate (e.g. a food primary or liquor primary establishment located in an industrial area would use the commercial bicycle parking rate).

[.4] All area numbers are based on gross floor area (GFA).

[.5] The bike parking exclusion for townhouses only applies to dwelling units which each have a private garage, otherwise, the apartment housing category must be used to calculate the long term-bicycle parking requirement.

Table 8.5.1 Minimum Dimensions for Bicycle Parking m = metres				
	Ground Anchored Rack		Wall Mounted Rack	
Angle of Rack (in an aerial perspective, measured from the plane of the nearest wall of a building)	>45 degrees	≤45 degrees	>45 degrees	≤45 degrees
Minimum space depth	1.8 m	1.45 m	1.2 m	1.2 m
Minimum aisle width	1.5 m	1.5 m	1.5 m	1.5 m
Minimum distance between bicycle racks (for racks that accommodate two or more bicycles)	0.9 m	1.3 m	0.9 m	1.3 m
Minimum distance between bicycle racks (for racks that accommodate no more than one bicycle)	0.45 m	0.65 m	0.45 m	0.65 m

Table 8.5.1 Minimum Dimensions for Bicycle Parking m = metres				
Minimum distance between bicycle racks and wall, entrance door to bicycle storage facility, or another obstacle.	0.6 m	0.6 m	0.6 m	0.6 m

Figure 8.5.1 - Short-Term Bicycle Parking Configuration Example

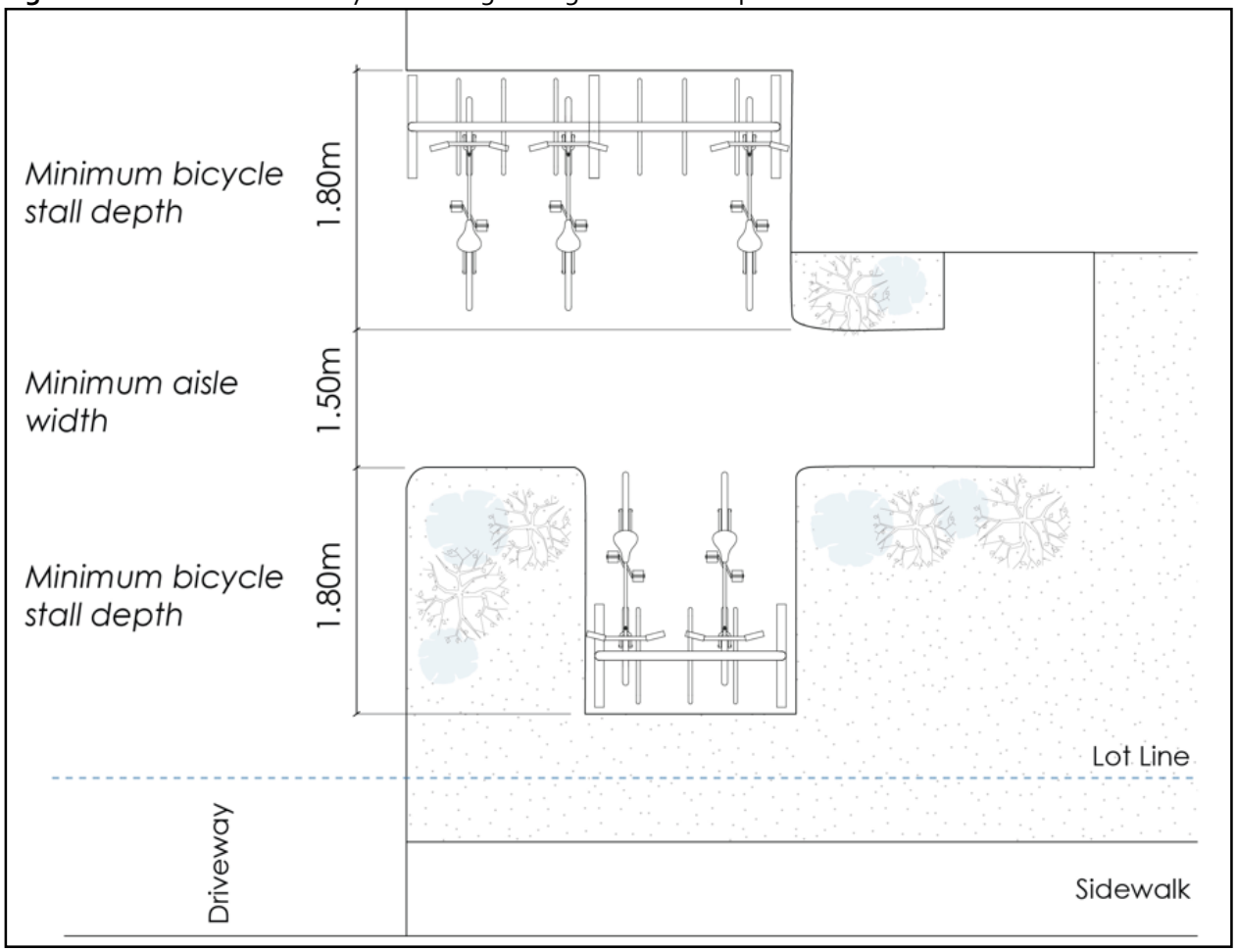
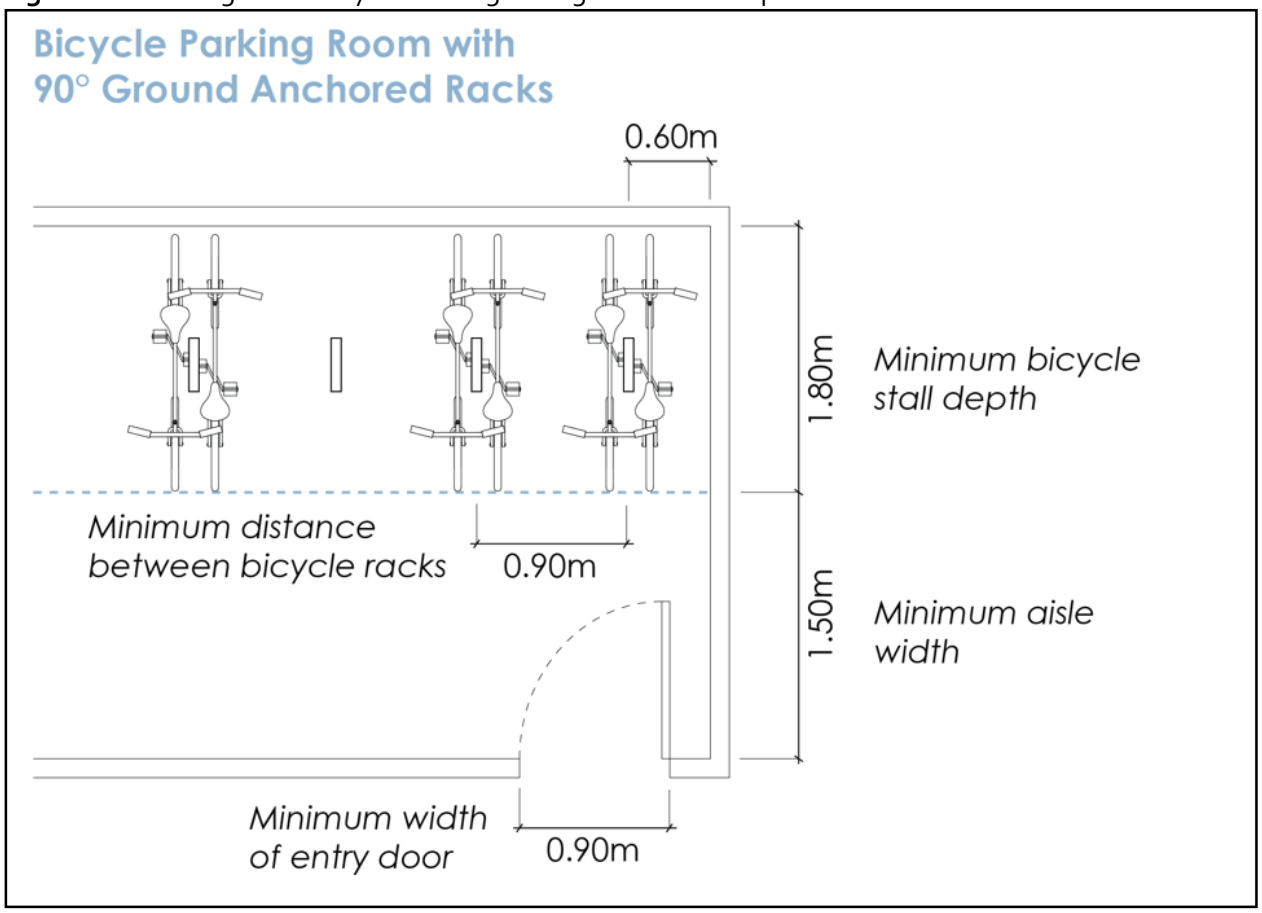
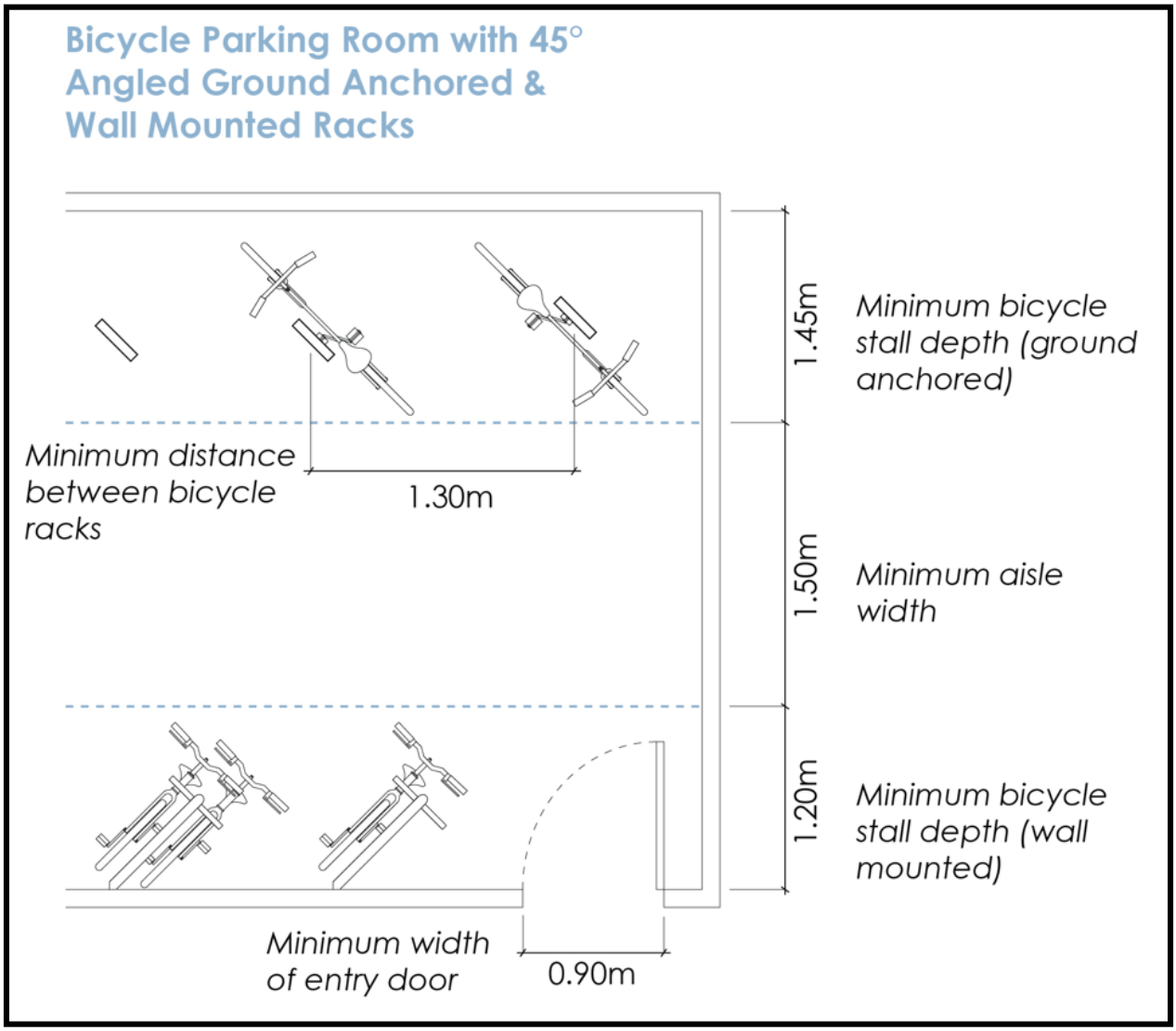
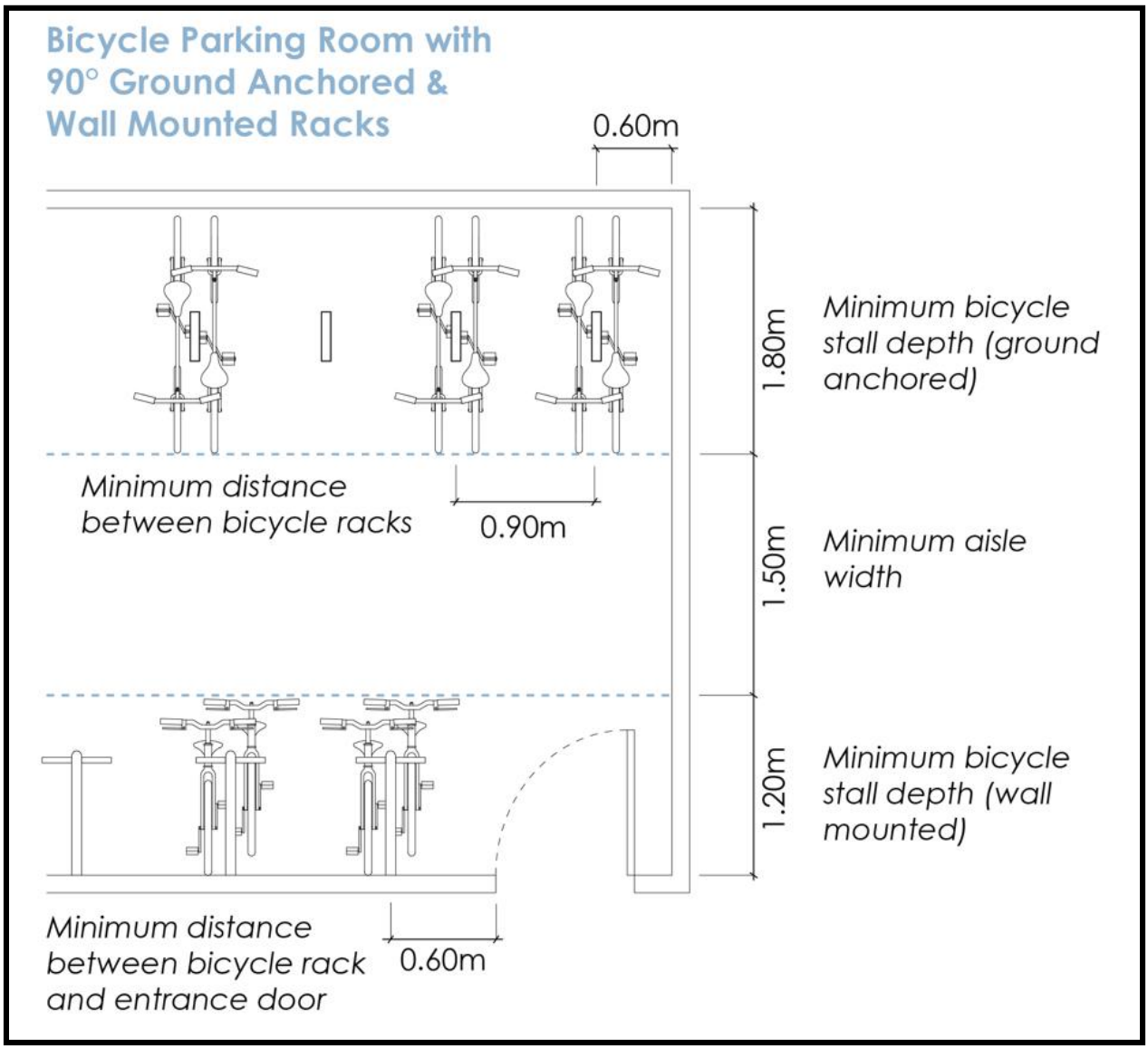


Figure 8.5.2 - Long-Term Bicycle Parking Configurations Examples




Bicycle Parking Room with 45° Angled Ground Anchored & Wall Mounted Racks
Minimum distance between bicycle racks
1.30m
1.45m
Minimum bicycle stall depth (ground anchored)
1.50m
Minimum aisle width
1.20m
Minimum bicycle stall depth (wall mounted)
Minimum width of entry door
0.90m


Bicycle Parking Room with
90° Ground Anchored &
Wall Mounted Racks
0.60m
1.80m
Minimum bicycle stall depth (ground anchored)
Minimum distance between bicycle racks
0.90m
1.50m
Minimum aisle width
1.20m
Minimum bicycle stall depth (wall mounted)
Minimum distance between bicycle rack and entrance door
0.60m

8.6 End of Trip Facilities

8.6.1 Where any commercial or industrial development is proposed, the end-of-trip facilities shall be provided in accordance with Table 8.6.1:

Table 8.6.1 Required End-of-Trip Facilities

Long-Term Bicycle Parking Spaces	Number of Toilets	Number of Sinks	Number of Showers	Number of Storage Lockers
0-3	0	0	0	0
4-15	1	1	1	0.5 lockers per bicycle space
16-29	2	2	2	0.5 lockers per bicycle space
30-64 [.1]	4	4	4	0.5 lockers per bicycle space
65 and over [.1]	+2 for each additional 30 bicycle spaces	+2 for each additional 30 bicycle spaces	+2 for each additional 30 bicycle spaces	0.5 lockers per bicycle space

FOOTNOTES (Section 8.6.1.):

[.1] End of trips shall include a "bicycle repair and wash station" including tools for bikes, a commercial grade pump, access to water, and way to raise a bike up to perform simple maintenance. A "bicycle repair and wash station" is required after 4 long term bike parking stalls are required.

SECTION 9 – Specific Use Regulations

9.1 Application

9.1.1 The specific use regulations shall apply to all developments unless otherwise exempted in this section.

9.2 Home-Based Businesses

Section 9.2 – Home Based Business Regulations			
Criteria	Minor	Major	Rural
Operator Restriction	The home-based business must be operated by a resident who resides for more than 240 days of the year.		
Location	The home-based business shall be conducted within the principal dwelling unit.	The home-based business shall be conducted within in a principal dwelling unit or one accessory building or structure.	
Exterior Storage	No exterior storage or exterior operation shall be permitted.		
Neighbourhood Nuisance	No nuisance from noise, vibration, smoke, dust, odours, heat, glare, electrical or radio disturbance shall be produced by the home-based business and, at all times, the privacy and enjoyment of adjacent dwellings shall be preserved and the home-based business shall not adversely affect the amenities of the neighbourhood.		
Maximum Number of Clients / Visitors	One client visit to the site from which the business is being operated on any given day.	Two clients to the site from which the business is being operated at any given time. [1]	
Employee Restriction	No person other than the principal residents of the dwelling unit can be engaged in the home-based business onsite.	One person maximum other than the principal residents of the dwelling unit can be engaged in the home-based business onsite. [2]	
Display Restriction	Sale and/or display of any goods exclusively produced onsite or those goods which constituting the finished product of the home-based business is permitted.		
Food Catering Restriction	A food catering business operating lawfully within a dwelling may establish one additional kitchen provided that its installation is required by the Health Authority and that the kitchen must be removed should the home-based business use cease. The additional kitchen is not permitted to be utilized to establish an additional dwelling.		
Commercial Vehicle Restriction	Parking on-site of commercial vehicles larger than 4,100 kilograms gross vehicle weight is not permitted.		

Section 9.2 – Home Based Business Regulations			
Criteria	Minor	Major	Rural
Maximum Gross Floor Area (GFA)	20 metres² and no more than 25% of the GFA of the dwelling	50 metres² (including any accessory structure GFA) and no more than 25% of the GFA of the dwelling [.3]	100 metres² (including any accessory structure GFA)
Minimum Lot Area	n/a	n/a	4,000 metres²

FOOTNOTES (Section 9.2.):

[.1] If the major home-based business is conducting Health Services and the property is located on Royal Avenue or Christleton Avenue (and must be west of Pandosy Street) then there is no limit on the number of clients to the site.

[.2] If the major home-based business is conducting Health Services and the property is located on Royal Avenue or Christleton Avenue (and must be west of Pandosy Street) then there is no limit on the employee restrictions on the site.

[.3] If the major home-based business occurs within a ground-oriented dwelling unit that is: fronting a transit supportive corridor, within an urban centre, or within a village centre then there is no absolute maximum GFA but the GFA of the major home-based business cannot be greater than 50% of the GFA of the dwelling.

9.3 Bed and Breakfast Homes

9.3.1 Bed and breakfast homes shall comply with the following regulations:

(a) the bed and breakfast home shall be operated as a secondary use only within the principal building, with a maximum four (4) sleeping units with accommodation for a maximum of two guests per sleeping unit, of a minimum area of 11 metres² each; and

(b) the licensed operator of a bed and breakfast home must reside in the dwelling in which the bed and breakfast operation is located.

9.3.2 Parking areas and open space to be used by guests of a bed and breakfast home shall be oriented away from abutting developments to minimize the impact of the operation on neighbouring properties.

9.3.3 All parking area and open space to be used by guests of a bed and breakfast home have to be visually screened from abutting properties by opaque fencing or landscaping.

9.4 Drive Through Related Land Uses

9.4.1 For drive through servicing car washes or food services, the queuing space shall be provided as follows:

(a) a minimum of five (5) in-bound vehicle storage shall be provided per queuing lane except it is a minimum of two (2) in-bound vehicle storage shall be provided per queuing lane where the washing bay is coin operated and the vehicle is manually washed by an occupant of the vehicle. A minimum of two (2) out-bound vehicle storage shall be provided per queuing lane.

(b) each queuing space shall be a minimum of 6.0 metres long and 3.0 metres wide. Queuing lanes shall provide sufficient space for turning and maneuvering.

For all other drive throughs, the queuing space shall be provided as follows:

(c) a minimum of three (3) in-bound vehicle storage shall be provided per queuing lane and two (2) out-bound vehicle storage shall be provided per queuing lane.

(d) each queuing space shall be a minimum of 6.0 metres long and 3.0 metres wide. Queuing lanes shall provide sufficient space for turning and maneuvering.

9.5 Dock and Boating Regulations

9.5.1 Non-moorage uses such as beach houses, storage sheds, patios, sundecks, and hot tubs shall not be permitted.

9.5.2 Public access along and through the foreshore shall not be impeded. In cases where the dock platform is raised by more than 0.3 metres above any point on the public foreshore, steps must be provided for public access over the dock and this access must not be blocked by fences or other means.

9.5.3 Moorage facilities consisting of docks and boat lifts shall be permitted if developed consistently with the pertinent provincial and federal agencies.

9.5.4 The owner of the moorage facilities shall be the owner of the upland lot or is the holder of a Crown land residential lease for the upland lot.

9.5.5 Dock access ramps and walkways shall not exceed a width of 1.5 metres. Any other surface of the dock shall not exceed a width of 3.0 metres.

9.5.6 L or T shaped dock structures are permitted if the length of the structure which is parallel to the shoreline does not exceed the lesser of 10.0 metres or one half the width of frontage of the upland lot.

9.5.7 Setback from the side lot line of the upland lot, projected onto the foreshore, shall be a minimum of 5.0 metres.

9.5.8 Setback from the side lot line of the upland lot, projected onto the foreshore, shall be a minimum of 6.0 metres where the adjacent lot is a right-of-way beach access or is in a P3 zone.

9.5.9 No roof, overhead or covered structures shall be placed on the dock.

9.5.10 No fences will be allowed on docks other than fences running parallel to the foreshore where the intent of such a fence would be to prevent public access onto the dock from the foreshore.

9.5.11 No roof or covered structures shall be used, constructed, or maintained for boat lifts.

9.5.12 No docks, boatlifts, shall be maintained, used, or constructed beyond 42.0 metres from the natural boundary of the upland parcel. All docks and boatlifts shall be licensed by the Province of B.C. or by other designated approving agencies and be used for boat access purposes only. No commercial and industrial activity or use shall take place thereon.

9.5.13 Permanent moorage is intended to be used for the purposes of moorage of tour boats and shall not include permanent live aboard accommodations.

9.5.14 Camping is not permitted in these zones. Non-emergency overnight moorage shall be allowed only at federal government approved moorage buoys or at docks licensed by the Province of B.C. Marine fuel facilities and other commercial facilities for Boat Launches and marinas shall provide holding tank pump out facilities and public restroom facilities.

9.6 Agriculture, Urban

Section 9.6 – Agriculture, Urban Regulations m = metres		
Criteria	Where food is produced for consumption by residents of the subject lot only and is within a rural residential zone or a single & two dwelling zone	Where food is produced for the purpose of commercial sale, trade, or distribution offsite, and for agriculture, urban uses not within a rural residential zone or a single & two dwelling zone
Max Greenhouse Gross Floor Area	30 m^2	30 m^2
Greenhouses and Agricultural Structures	(a) Shall conform to the setbacks for accessory buildings and structures identified within each zone. (b) Greenhouses can be excluded from of site coverage for accessory buildings or structures. (c) The maximum height of greenhouses and agricultural structures is 3.5 m measure from finished grade.	
Heating Restrictions	Greenhouses, accessory buildings or accessory structures cannot be heated using a wood heat source (i.e., wood stove).	
Food Processing Restriction	n/a	Processing of food products produced on site in all residential zones is prohibited unless in conjunction with an authorized home-based business.
Outdoor Storage Restriction	n/a	No outdoor storage of related equipment and materials.
Community Garden Regulations	• Must be delineated from adjacent streets and/or parking areas by landscaping or fencing. • Have no or materials related to the community garden stored outside on the lot. • Have no equipment, building or structure related to the community garden within 1.2 m of an abutting street. • Have convenient access to a water source.	

Section 9.6 – Agriculture, Urban Regulations m = metres		
Criteria	Where food is produced for consumption by residents of the subject lot only and is within a rural residential zone or a single & two dwelling zone	Where food is produced for the purpose of commercial sale, trade, or distribution offsite, and for agriculture, urban uses not within a rural residential zone or a single & two dwelling zone
	• Must provide an onsite location for odour-free organic waste disposal or transport organic waste to a suitable disposal facility.	
Multi-Residential Shared Garden	n/a	Multi-residential shared garden can occur in any multi-dwelling, village centre, and urban centre zone. Multi-residential shared gardens: • Must be delineated from adjacent streets and/or parking areas by landscaping or fencing. • Have no outdoor storage of any equipment or materials. • Have no equipment, building or structure related to the multi-residential shared garden within 1.2 m of an abutting street. • Have convenient access to a water source. • Must provide an onsite location for odour-free organic waste disposal or transport organic waste to a suitable disposal facility. • Can occur in any setback area.

9.7 Temporary Farm Worker Housing

9.7.1 The following requirements must be met prior to the issuance of a permit for a Temporary Farm Worker Housing (TFWH) structure:

(a) farm classification for the parcel, as determined by the *BC Assessment Act*.

(b) minimum farm unit size is 38,000 square metres.

(c) the need for temporary farm worker housing onsite to house temporary farm workers must be demonstrated through documentation such as a contract with the federal government through a migrant worker program, such as the Seasonal Agricultural Worker Program, farm receipts and/or previous employment records, and/or a farm plan prepared by a professional agrologist.

(d) new TFWH structure(s) shall include a communal kitchen.

(e) the TFWH shall be occupied only during the farm unit's growing, harvesting and pruning periods.

(f) a statutory declaration must be filed with the City of Kelowna annually, by January 31st, stating that the building will be used only for TFWH and specify the time(s) of year when the TFWH will be occupied. The specified period of time may be no greater than ten months of that calendar year.

(g) if the temporary farm worker housing is vacant for two consecutive growing seasons, the owner will remove, at their expense, any temporary structure(s) for temporary farm worker housing, and remove or decommission any existing buildings that had been repurposed for temporary farm worker housing purposes, by December 31st of the second year of vacancy.

9.7.2 TFWH Footprint Size:

(a) TFWH Footprint may not exceed 0.20 hectares for structure(s) to accommodate a maximum of forty temporary farm workers and may not exceed 0.30 Ha for structure(s) to accommodate a maximum of sixty temporary farm workers.

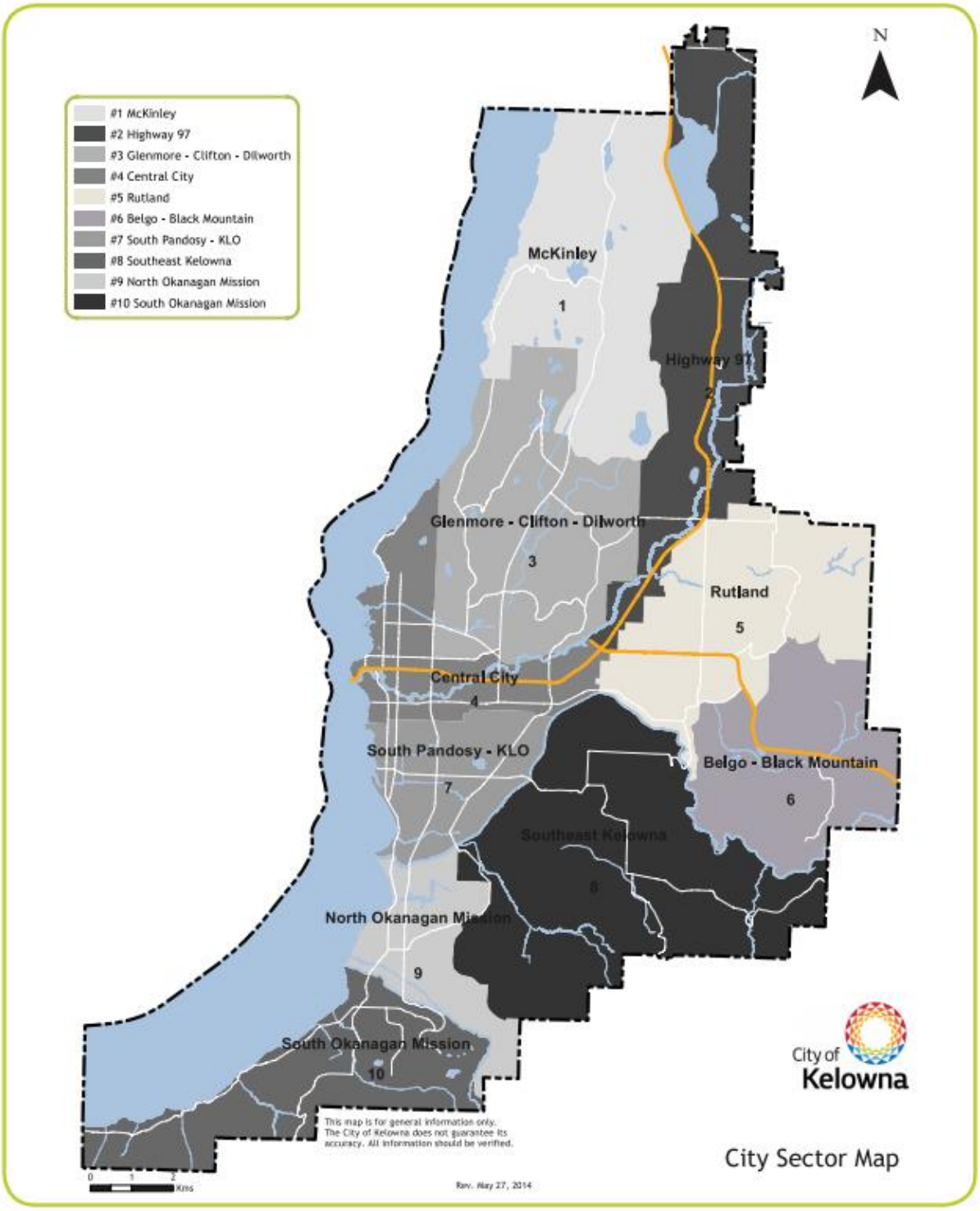
9.7.3 Temporary Farmworker Allocation

(a) structure(s) to accommodate a maximum of forty temporary farm workers per each city sector as identified on Map 9.7 for parcels up to 80,000 square metres. For parcels 80,000 square metres or more, structure(s) to accommodate a maximum of sixty temporary farm workers per each city sector as identified on Map 9.7.

(b) farm units with greenhouses and/or on-farm processing structures may increase the number of workers by one (1) worker per each 1000 metre^2 of greenhouse and/or on-farm processing structures.

(c) where a farm unit comprises multiple parcels of land, a restrictive covenant shall be registered on all farm unit parcels within the same sector of the temporary farm worker housing as identified on Map 9.7 restricting the development of further TFWH on those parcels within that sector.

Map 9.7 - City Sector Map



9.7.4 Site Specific Regulations

Regulations apply for temporary farm worker housing on a site-specific basis as follows:

	Legal Description	Civic Address	Regulation
1.	Lot 20 Section 34 Township 23 ODYD Plan 500 Except Plan KAP45154 Lot 19 Section 34 Township 23 ODYD Plan 500 Except Plan KAP45154	4085 Shanks Road 4133 Shanks Road	For the purposes of temporary farm worker housing, these parcels shall be considered one farm unit, and the following regulations shall apply to this farm unit only. Notwithstanding the other section 9.7 regulations: • TFWH footprint size, the TFWH footprint may not exceed 0.70 ha for structures to accommodate a maximum of 140 temporary farm workers. • Temporary farmworker allocation, structures to accommodate a maximum of 140 temporary farm workers shall be permitted on this farm unit in this city sector as identified on Map 9.7.
2.	Lot A, Section 12, Township 26, ODYD, Plan EPP71625	2975 Gallagher Road	The following regulations shall apply to this farm unit only. Notwithstanding the other section 9.7 regulations: • TFWH footprint size, the TFWH footprint may not exceed 0.95 ha for structures to accommodate a maximum of 130 temporary farm workers.

9.8 Minimum Dwelling Unit Size

9.8.1 The minimum dwelling unit size is greater than 29 square metres. Dwelling units less than 29 square metres known as micro suite dwelling units, are only permitted on lots within an Urban Centre or within the University South Village Centre.

9.9 Cannabis Regulations

9.9.1 Cannabis production facilities may not be located within 60 metres of any lot that has a residential use as a principal use, measured from closest lot line to closest lot line.

9.9.2 Any retail cannabis sales establishment must be set back a minimum distance of 500 metres from another retail cannabis sales establishment, measured from closest lot line to closest lot line.

9.9.3 No more than one retail cannabis sales establishment may exist per lot.

9.9.4 Any retail cannabis sales establishment must be set back a minimum distance of 150 metres from any public elementary school, measured from closest lot line to closest lot line.

9.9.5 Any retail cannabis sales establishment must be set back a minimum distance of 500 metres from any public middle or secondary school, measured from closest lot line to closest lot line.

9.9.6 Any retail cannabis sales establishment must be set back a minimum distance of 150 metres from the following parks, measured from closest lot line to closest lot line:

(a) Ben Lee Park
(b) Bluebird Beach Park
(c) Boyce-Gyro Beach Park
(d) City Park
(e) East Kelowna Park
(f) Glenmore Recreation Park
(g) Kasugai Gardens
(h) Kinsmen Park
(i) KLO Sports Field
(j) Lombardy Park
(k) Mission Recreation Park
(l) Munson Pond Park
(m) Parkinson Recreation Park
(n) Recreation Avenue Park
(o) Rotary Beach Park
(p) Rutland Centennial Park
(q) Rutland Recreation Park
(r) Sarsons Beach Park
(s) Stuart Park
(t) Sutherland Bay Park
(u) Waterfront Park

9.9.7 Drive through retail sales of cannabis are not a permitted form of retail cannabis sales.
9.9.8 In industrial zones the maximum gross floor area for retail cannabis sales establishment is 250 square metres.
9.9.9 Site specific regulations:

Regulations apply for retail cannabis sales establishment on a site-specific basis as follows:

	Legal Description	Civic Address	Regulation
1.	Lot B, District lot 139, ODYD, Plan 5934	1636-1652 Pandosy St.	To allow for a retail cannabis sales establishment within 500 metres of the approved retail cannabis sales establishment located at 547-559 Bernard Avenue.

9.10 Short-Term Rental Accommodation

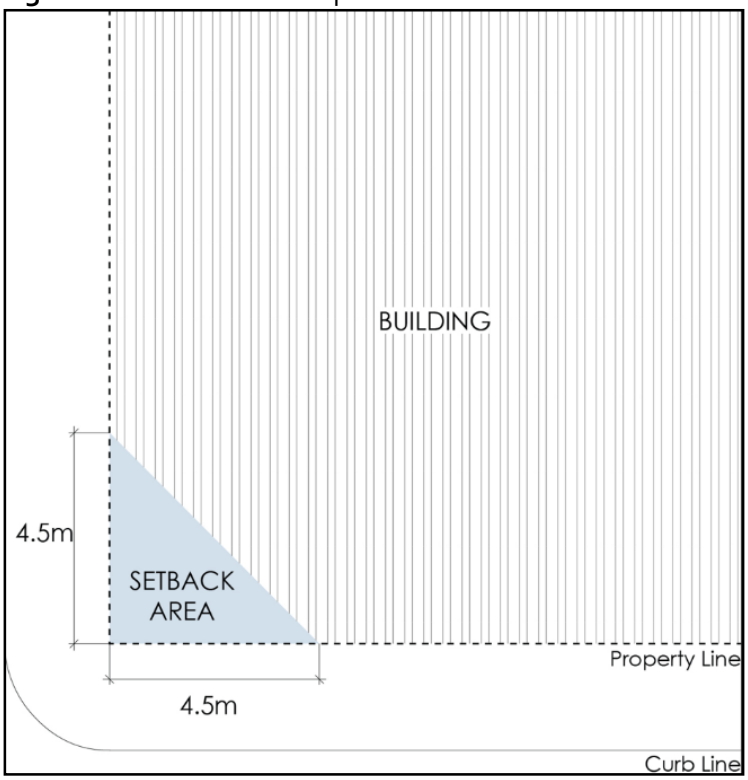
9.10.1 No more than one booking or reservation for short-term rental accommodation is permitted in each dwelling unit at one time.
9.10.2 No more than two adults may occupy a sleeping unit used for short-term rental accommodation.
9.10.3 The maximum number of sleeping units that may be used for short-term rental accommodation within dwelling units in the agriculture & rural zones and the single & two dwelling zones is three (3) sleeping units. The maximum number of sleeping units that may be used for short-term rental accommodation within dwelling units in the multi-dwelling zones and the core area & other zones is two (2) sleeping units.
9.10.4 Parking must be provided in accordance with the parking and loading regulations of Section 8. Short-term rental accommodations may not use required visitor parking spaces.

9.11 Tall Building Regulations

9.11.1 Table 9.11 outlines all the regulations that shall apply to any building taller than the lesser of 40.0 metres or 13 storeys. See Figure 9.11.1 for visual illustrations.

Table 9.11 – Tall Building Regulations m = metres / m² = square metres	
Criteria	Regulation (GFA = Gross Floor Area)
Minimum amount of transparent glazing on first floor frontage façade	75% for commercial frontage n/a for residential frontage
Minimum depth of any commercial unit fronting a street	6 m
Minimum setback for each corner lot applied only to the first storey	There shall be a triangular setback 4.5 m long abutting along the lot lines that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. See Visual Example.
Podium height (maximum)	16 m and 4 storeys
Podium rooftop	The rooftop of the podium shall not be used for parking and there shall be no parking spaces within the parkade that do not have an overhead roof for weather protection.
Minimum Building separation measured from exterior face of the building	30 m
For structures taller than 40.0 m or 13 storeys (whichever is lesser) in height, the floor plate [1] above 16.0 m or 4 storeys (whichever is lesser) cannot exceed:	a) 750 m² GFA for residential use b) 850 m² GFA for hotel use c) 930 m² GFA for office and/or commercial uses
Tower stepback above podium, including balconies, on the front building facade and flanking building facade (minimum)	3 m
Barrier free accessibility	Every building shall have front entrance at finished grade on the front and/or flanking street. The main residential entrance and exit shall and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.
FOOTNOTES (Section 9.11.): [1] The floorplate is the gross floor area per floor of interior space and excludes all exterior spaces such as decks, patios, balconies, etc.)	

Figure 9.11.1 - Visual Examples of Corner Lot Setback



SECTION 10 – Agriculture & Rural Residential Zones

Section 10.1 Zone Purposes	
Zones	Purpose
A1 - Agriculture	The purpose is to provide a zone for Agricultural Land Reserve parcels that permit agricultural uses and other complementary uses suitable in an agricultural setting.
A2 – Agriculture / Rural Residential	The purpose is to provide a zone that allows for rural residential and agricultural land uses outside the Agricultural Land Reserve.
RR1 – Large Lot Rural Residential	The purpose is to provide a zone for country residential development on larger lots that permit more rural land uses, minor agricultural, and a holding zone where future development could occur subject to the direction of the Official Community Plan.
RR2 – Small Lot Rural Residential	The purpose is to provide a zone for country residential development on smaller lots, and complementary uses, in areas of high natural amenity and limited urban services.

Section 10.2 – Sub-Zones		
Zones	Sub - Zones	Purpose
A1 - Agriculture	n/a	n/a
A2 – Agriculture / Rural Residential	A2c – Agriculture / Rural Residential with Carriage House	The purpose is to provide a sub-zone for A2 lots to allow carriage houses on a case-by-case basis were supported by OCP policy.
RR1 – Large Lot Rural Residential	RR1c – Large Lot Rural Residential with Carriage House	The purpose is to provide a sub-zone for RR1 lots to allow carriage houses on a case-by-case basis were supported by OCP policy.
	RR1cc – Large Lot Rural Residential with Child Care Centre, Major	The purpose is to provide a sub-zone for RR1 lots to allow child care centre, major on a case-by-case basis were supported by OCP policy.
RR2 – Small Lot Rural Residential	RR2c – Small Lot Rural Residential with Carriage House	The purpose is to provide a sub-zone for RR2 lots to allow carriage houses

Section 10.2 – Sub-Zones		
Zones	Sub - Zones	Purpose
		on a case-by-case basis were supported by OCP policy.
	RR2cc – Small Lot Rural Residential with Child Care Centre, Major	The purpose is to provide a sub-zone for RR2 lots to allow child care centre, major on a case-by-case basis were supported by OCP policy.

Section 10.3 - Permitted Land Uses				
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	A1	A2	RR1	RR2
Accessory Buildings or Structures	S	S	S	S
Agriculture	P	P	-	-
Agriculture, Urban	P	P	P	P
Agriculture, Intensive .10	P	-	-	-
Agri-Tourism .10	S	S	-	-
Alcohol Production Facility .10	S	-	-	-
Animal Clinics, Major	-	S .5	S .5	-
Animal Clinics, Minor	-	S	S	-
Aquaculture	P	P	-	-
Bed and Breakfast Homes	S .2, .12	S .2, .12	S .2, .12	S .2, .12
Cannabis Cultivation .10	P	-	-	-
Child Care Centre, Major	-	-	S .1	S .1
Child Care Centre, Minor	S	S	S	S
Carriage House	S .2, .11	S .2, .8	S .2, .8	S .2, .8
Farm Retail Sales Stands .10	S	-	-	-
Forestry	P	-	-	-

Section 10.3 - Permitted Land Uses				
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	A1	A2	RR1	RR2
Greenhouses and Plant Nurseries	P [.4]	P [.4]	P [.4]	-
Group Home	-	P	P	P
Home-Based Business, Major	S	S	S	S
Home-Based Business, Minor	S	S	S	S
Home-Based Business, Rural	S [.9]	S [.9]	S [.9]	-
Kennels	P [.5]	P [.5]	P [.5]	-
Mobile Home	P [.6]	-	-	-
On-Farm Processing of Cannabis [.10]	S	-	-	-
On-Farm Processing [.10]	S	-	-	-
Secondary Suite	S [.2, .3]	S [.2, .3]	S [.2, .3]	S [.2, .3]
Short-Term Rental Accommodations	S [.12]	S [.12]	S [.12]	S [.12]
Single Detached Housing	P [.6]	P	P	P
Stables	P	P [.5]	-	-
Temporary Farm Worker Housing (TFWH) [.10]	S [.7]	S [.7]	-	-

FOOTNOTES (Section 10.3):

[.1] The lot must have a child care sub-zone 'cc' on the property for a child care centre, major to be permitted.

[.2] Only one of these secondary uses shall be permitted at any one time: bed & breakfast, secondary suite, or carriage house.

[.3] Secondary suites must be on a lot serviced with community water.

[.4] Greenhouses and plant nurseries may include the accessory sale of landscaping and gardening non-farm products provided that this accessory use is limited to 150 m^2 on the lot.

[.5] Minimum lot area for animal clinics, major, kennels, and stables (stables only in the A2 zone) is 20,000 m^2.

[.6] Maximum one single detached housing or mobile home per lot, unless another residence is permitted within the Agriculture Land Reserve as described in the Agriculture Land Commission Act (and related regulation and policy).

Section 10.3 - Permitted Land Uses				
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	A1	A2	RR1	RR2

.7 Existing structure with a building permit that was approved at least two (2) years prior to TFWH application, can be converted into TFWH, on the parcel within the farm unit. New TFWH must be in temporary structures on non-permanent foundations, such that it is designed to be removed by a truck or vehicle. Concrete pads or foundations are not permitted.

.8 The lot must have a carriage house sub-zone 'c' on the property for a carriage house to be permitted. Carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m^2.

.9 When a home-based business, rural involves the cutting and wrapping of wild game or any meat, the lot must have a lot area greater than 3,300 m^2.

.10 Other legislation like the Agriculture Land Commission Act applies and may limit land uses.

.11 Lots with carriage houses in the A1 zone must have a minimum lot area of 20,000 m^2. Mobile homes may be used as carriage houses in the A1 zone.

.12 Short-term rental accommodation is not permitted in combination with a bed and breakfast home.

Section 10.4 - Subdivision Regulations m = metres / m^2 = square metres					
Criteria		Zones			
		A1	A2	RR1	RR2
Min Lot Width		40.0 m	40.0 m	36.0 m	18.0 m except it is 20.0 m for a corner lot
Min Lot Depth		n/a	n/a	30.0 m	30.0 m
Min Lot Area	No Sewer Lots	40,000 m^2	300,000 m^2	40,000 m^2	10,000 m^2
	Sewer Lots	40,000 m^2	40,000 m^2	8,000 m^2	1,600 m^2
	Both Sewer Lots and Lots without Sewer	Each lot shall have a minimum building envelope area of 150 m^2.			

Section 10.5 – A1 Agricultural and Development Regulations m = metres / m² = square metres							
Agriculture Facilities, Building, & Structures	**Max.** Site Coverage of all Buildings, Structures, & Impermeable Surfaces .5	**Max.** Gross Floor Area .5	**Min.** Front & Flanking Side Yard Setback	**Min.** Side Yard Setback	**Min.** Rear Yard Setback	**Min.** ALR Interface Setback .4	**Max.** Height
Non-Agricultural Accessory Buildings or Structures	35%	130 m² .1	6.0 m	3.0 m	3.0 m	n/a	6.0 m
Apiculture: Bee Hive; Honey House	35%	n/a	7.5 m	7.5 m	7.5 m	n/a	n/a
Agricultural Liquid or Solid Waste Storage (field storage)	35%	n/a	30.0 m	30.0 m	30.0 m	100.0 m	n/a
Agricultural Structures	35%	n/a	4.5 m	3.0 m	3.0 m	n/a	16.0 m
Alcohol Production Facility including Tasting Rooms and Lounges	35%	n/a	6.0 m	6.0 m .9	10.0 m .9	n/a	10.0 m
Carriage House	35%	90 m² .1	6.0 m	3.0 m	10.0 m	n/a	5.4 m
Compost Storage, On-Farm Composting, and Composting Materials (non-manure storage)	35%	n/a	15.0 m	15.0 m	15.0 m	100.0 m	16.0 m
Chemical Storage	35%	n/a	7.5 m	7.5 m	7.5 m	n/a	16.0 m
Confined Livestock Areas	35%	n/a	15.0 m .3	15.0 m .3	15.0 m .3	100.0 m .7	16.0 m
Crop Storage (output storage for the farm)	35%	n/a	6.0 m	3.0 m	3.0 m	15.0 m	16.0 m
Farm Retail Sales Stands	35%	300 m² .2	7.5 m	4.5 m	4.5 m	n/a	6.0 m

Section 10.5 – A1 Agricultural and Development Regulations m = metres / m² = square metres							
Agriculture Facilities, Building, & Structures	**Max.** Site Coverage of all Buildings, Structures, & Impermeable Surfaces [.5]	**Max.** Gross Floor Area [.5]	**Min.** Front & Flanking Side Yard Setback	**Min.** Side Yard Setback	**Min.** Rear Yard Setback	**Min.** ALR Interface Setback [.4]	**Max.** Height
Feed Mill, Feed Storage, Silage Storage (i.e., input storage for the farm)	35%	n/a	6.0 m	3.0 m	3.0 m	60.0 m	16.0 m
Greenhouses and Plant Nurseries [.8]	35% [.6]	n/a	6.0 m	3.0 m	3.0 m	15.0 m	16.0 m
Incinerators	35%	n/a	30.0 m	30.0 m	30.0 m	100.0 m	n/a
Kennels	35%	500 m² [.10]	15.0 m	15.0 m	15.0 m	n/a	10.0 m
Livestock and Poultry Housing	35%	n/a	15.0 m [.3]	15.0 m [.3]	15.0 m [.3]	100.0 m	16.0 m
Mushroom Barns and/or Mushroom Processing Facility	35%	n/a	15.0 m	7.5 m	7.5 m	30.0 m	16.0 m
On-Farm Processing	35%	n/a	6.0 m	3.0 m	3.0 m	n/a	16.0 m
On-Farm Processing of Cannabis	35%	n/a	6.0 m	3.0 m	3.0 m	100 m	16.0 m
Secondary Suite	35%	90 m²	n/a	n/a	n/a	n/a	n/a
Single Detached Housing	35%	n/a [.1]	6.0 m	3.0 m	10.0 m	n/a	10.0 m
Stables	35%	n/a	15.0 m	15.0 m	15.0 m	n/a	16.0 m

FOOTNOTES (Section 10.5.):

[.1] For any lot 8,000 m² or greater in lot area, a residential footprint must be registered on title for any residential development triggered by a Farm Protection Development Permit. The maximum residential footprint is 2,000 m². A second residential footprint up to 1,000 m² may be registered for carriage houses.

[.2] Farm retail sales stands, selling only produce grown on the site or another site operated by the same producer do not have a maximum area. If non-farm products are being sold, then the total area, both indoors and outdoors, used for retail sales of all products must not exceed 300 m² and at least 50 per cent of the that retail sales area must be for the sale of farm products produced on the farm.

Section 10.5 – A1 Agricultural and Development Regulations m = metres / m² = square metres							
Agriculture Facilities, Building, & Structures	**Max.** Site Coverage of all Buildings, Structures, & Impermeable Surfaces [.5]	**Max.** Gross Floor Area [.5]	**Min.** Front & Flanking Side Yard Setback	**Min.** Side Yard Setback	**Min.** Rear Yard Setback	**Min.** ALR Interface Setback [.4]	**Max.** Height

[.3] The setback is increased to 30 m when the lot is abutting: a rural residential zone, a single & two dwelling zone, a commercial zone, a village centre zone, a core area zone, or an urban centre zone.

[.4] ALR interface is the perimeter border of the ALR including all satellite areas. The ALR interface is measured from the lot line on the farm side of the subject property.

[.5] Other legislation like the Agriculture Land Commission Act (and related regulation and policy) regulate gross floor area and site coverage.

[.6] For greenhouses and plant nurseries designed with a closed wastewater and storm water management systems then the site coverage may be increased to 75%.

[.7] Except horse paddocks, which can be setback 15 m.

[.8] These setbacks apply to cannabis cultivation if grown in a greenhouse.

[.9] Outdoor crush pads must be setback 15 m from lot line.

[.10] The maximum building footprint for kennels is 250 m².

Section 10.6 - Development Regulations m = metres / m² = square metres			
Criteria	Zones		
	A2	RR1	RR2
⬇ Regulations that apply to all Buildings, Structures, and Uses ⬇			
Max. Site Coverage of all Buildings	20% [.4] except 30% when lot is less than 8,000 m²	20% [.4] except 30% when lot is less than 8,000 m²	30%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	35% [.4]	40% [.4] except 50% when lot is less than 8,000 m²	60%
Max. Height for Agricultural Structures	16.0 m	16.0 m	n/a
Min. Setbacks & **Max.** Gross Floor Area for any Agriculture Facility, Building, or Structure	All Setbacks for any agriculture facility, building, or structure shall follow the minimum setbacks and maximum gross floor area listed in Section 10.5 (except from the ALR interface). Animal clinics shall follow the minimum setbacks (except from the ALR interface) and maximum height as stated for kennels listed in in Section 10.5.		
⬇ Regulations that apply to all Principal Dwellings, Non-Agricultural Principal Use Buildings, and Non-Agricultural Principal Use Structures ⬇			

Section 10.6 - Development Regulations m = metres / m² = square metres				
Criteria		Zones		
		A2	RR1	RR2
Max. Height		10.0 m	10.0 m	10.0
Max. Height for Buildings with Walkout Basements [.4]	Front or Flanking Yard	8.6 m	8.6 m	8.6 m
	Rear Building Elevation	12.5 m [.3]	12.5 m [.3]	12.5 m [.3]
Max. Gross Floor Area of a Third (3rd) Storey relative to the Second (2nd) Storey (this does not apply to Dwellings with Walkout Basements)		70% See Example Diagram	70% See Example Diagram	70% See Example Diagram
Min. Front Yard Setback		6.0 m	6.0 m	6.0 m
Min. Front Yard or Flanking Yard Setback for any Attached Garage or Carport		6.0 m [.5]	6.0 m [.5]	6.0 m [.5]
Min. Flanking Yard Setback		4.5 m	4.5 m	4.5 m
Min. Side Yard Setback		3.0 m	3.0 m	2.1 m [.1]
Min. Rear Yard setback		10.0 m	9.0 m	7.5 m or 4.5 m on wide lots [.1]
⬇ Regulations that apply to Carriage Houses, Accessory Buildings or Structures, and Secondary Suites ⬇				
Max. Height for Carriage Houses		5.4 m	5.4 m	5.4 m
Max. Height for Accessory Buildings or Structures		4.8 m	4.8 m	4.8 m
Min. Front Yard Setback		12.0 m	12.0 m	12.0 m
Min. Front Yard Setback for Double Fronting Lots		6.0 m [.5]	6.0 m [.5]	6.0 m [.5]
Min. Flanking Yard Setback		6.0 m	6.0 m	6.0 m
Min. Side Yard Setback		1.5 m	1.5 m	1.5 m

Section 10.6 - Development Regulations m = metres / m² = square metres			
Criteria	Zones		
	A2	RR1	RR2
Min. Rear Yard setback	3.0 m	3.0 m	1.5 m [.2]
Max. Net Floor Area for Single (1) Storey Carriage Houses	100 m²	100 m²	100 m²
Max. Net Floor Area for Two (2) Storey Carriage Houses	90 m²	90 m²	90 m²
Max. Building Footprint for Single (1) Storey Carriage Houses	100 m²	100 m²	100 m²
Max. Building Footprint for Two (2) Storey Carriage Houses	90 m²	90 m²	90 m²
Max. Upper Storey Gross Floor Area for Two (2) Storey Carriage Houses	70% of the carriage house footprint area See Example Diagram	70% of the carriage house footprint area See Example Diagram	70% of the carriage house footprint area See Example Diagram
Max. Net Floor Area for Secondary Suites	90 m²	90 m²	90 m²
Max. Building Footprint for Accessory Buildings or Structures	n/a	90 m²	90 m²

FOOTNOTES (Section 10.6.):

[.1] Where the lot width exceeds the lot depth, the minimum rear yard is 4.5 m provided that one side yard shall have a minimum width of 4.5 m.

[.2] When the rear yard is abutting a lane, the minimum rear yard setback is 0.9 m.

[.3] The height for the lowest floor or walkout basements at the rear elevation cannot exceed 3.6 m measured from finished grade to the top of the finished floor above the slab.

[.4] For greenhouses and plant nurseries designed with a closed wastewater and storm water management systems then the site coverage may be increased to 75%.

[.5] Setback shall be measured from edge of sidewalk closest to lot line. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the lot line is 3.0 m.

Section 10.7 - Site Specific Regulations			
Uses and regulations apply to the A1 – Agriculture 1 zone on a site-specific basis as follows:			
	Legal Description	Civic Address	Regulation
1.	Lot A, Section 24, Township 26, ODYD, Plan EPP714	700 Hwy 33 E	Food Primary Establishment This existing cafe is subject to the Agricultural Land Commission (ALC) Resolution #101/2014 for application #53542 which approved this non-farm use subject to the following condition: The Cafe facility is limited to current size being 25.3 m^2 (272 ft^2) indoor and 34.6 m^2 (372 ft^2) outdoor and that there be submission of notification or an application to the ALC should there be plans in the future for any significant changes or plans to expand the current footprint.

SECTION 11 – Single and Two Dwelling Zones

Section 11.1 - Zone Purposes	
Zones	Purpose
RU1 – Large Lot Housing	The purpose is to provide a zone for single detached housing, and compatible secondary uses, on larger serviced urban lots.
RU2 – Medium Lot Housing	The purpose is to provide a zone for single detached housing, and compatible secondary uses, on medium sized serviced urban lots.
RU3 – Small Lot Housing	The purpose is to provide a zone for single detached housing, and compatible secondary uses, on smaller serviced urban lots.
RU4 – Duplex Housing	The purpose is to provide a zone for duplex and semi-detachment housing with compatible secondary uses, on larger serviced urban lots.
RU5 – Multiple Single Detached Housing	The purpose is to provide a zone for multiple single detached homes, and compatible secondary uses, on a single serviced urban lot.

Section 11.2 – Sub-Zones		
Zones	Sub - Zones	Purpose
RU1 – Large Lot Housing	RU1c – Large Lot Housing with Carriage House	The purpose is to provide a sub-zone is to allow for a carriage houses on selective properties.
	RU1cc – Large Lot Housing with Child Care Centre, Major	The purpose is to provide a sub-zone for RU1 lots to allow child care centre, major on a case-by-case basis were supported by OCP policy.
RU2 – Medium Lot Housing	RU2c – Medium Lot Housing with Carriage House	The purpose is to provide a sub-zone is to allow for a carriage houses on selective properties.
	RU2cc – Medium Lot Housing with Child Care Centre, Major	The purpose is to provide a sub-zone for RU2 lots to allow child care centre, major on a case-by-case basis were supported by OCP policy.
RU3 – Small Lot Housing	n/a	n/a

Section 11.2 – Sub-Zones		
Zones	Sub - Zones	Purpose
RU4 – Duplex Housing	RU4b – Duplex Housing with Boarding or Lodging House	The purpose is to provide a sub-zone for RU4 lots to allow for boarding or lodging house land uses on a case-by-case basis were supported by OCP policy.
	RU4hc - Duplex Housing with Heritage Commercial	The purpose is to provide a sub-zone for the preservation of land and buildings that have heritage value for low density residential uses to expand into complimentary commercial uses related to health services, and minor retail activities.
	RU4cc – Duplex Housing with Child Care Centre, Major	The purpose is to provide a sub-zone for RU4 lots to allow child care centre, major on a case-by-case basis were supported by OCP policy.
RU5 – Multiple Single Detached Housing	n/a	n/a

Section 11.3 - Permitted Land Uses					
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)				
	RU1	RU2	RU3	RU4	RU5
Accessory Buildings or Structures	S	S	S	S	S
Agriculture, Urban	P	P	P	P	P
Bed & Breakfast	S [.9, .10]	S [.9, .10]	S [.9, .10]	S [.9, .10]	-
Boarding & Lodging	-	-	-	P (RU4b only)	-
Carriage House	S [.7, .9]	S [.7, .9]	-	S [.2, .7, .9]	-
Child Care Centre, Major	S [.3]	S [.3]	-	S [.3]	S [.3]
Child Care Centre, Minor	S	S	S	S	S
Duplex Housing	-	-	-	P [.2]	-
Group Home	P	P	P	P	P

Section 11.3 - Permitted Land Uses					
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)				
	RU1	RU2	RU3	RU4	RU5
Health Services	-	-	-	P (RU4hc only) .4	-
Home-Based Business, Major	S	S	-	S	S
Home-Based Business, Minor	S	S	S	S	S
Retail	-	-	-	S (RU4hc only) .5	-
Secondary Suite	S .6 , .9	S .6 , .9	S .6 , .9	S .2 , .6 , .9	S .9
Semi-Detached Housing	-	-	-	P .2	-
Short-Term Rental Accommodations	S .10	S .10	S .10	S .10	S
Single Detached Housing	P .1	P .1	P .1	P .2	P .8

FOOTNOTES (Section 11.3.):

.1 Maximum one single detached house per lot, strata lot or bareland strata lot.

.2 Each dwelling unit (a single detached house, a duplex unit, or a semi-detached unit) is permitted to have one secondary use (a secondary suite or a carriage house). Each lot can have a maximum of two principal dwelling units (ex. two single detached houses, one duplex, or a semi-detached building).

.3 The lot must have a child care sub-zone 'cc' on the property for a child care centre, major to be permitted.

.4 The health services use shall not generate more than two (2) clients to the site from which the business is being operated at any given time.

.5 The retail use shall be limited to those uses related to arts, crafts, or cultural activities such as souvenir, craft, or gift shops, bookstores, art galleries, or photography studios. Individual general retail services are limited to a maximum net floor area of 100 m^2.

.6 Secondary suites must be on a lot serviced with community water.

.7 For a lot located outside the Core Area, the lot must have a carriage house sub-zone 'c' on the property for a carriage house to be permitted. For a lot located within the Core Area, a carriage house is a permitted secondary use without the necessity of the sub-zone. Carriage houses must be on a lot serviced with community sanitary sewer and community water, except, carriage houses are permitted on lots without community sanitary sewer services if the lot area is at least 10,000 m^2.

.8 The maximum density shall be three (3) units per 1,000 m^2. The maximum density is one (1) unit per 1,000 m^2 if the lot is not connected to community sanitary sewer and community water.

.9 Only one of these secondary uses shall be permitted at any one time per principal dwelling unit: bed & breakfast, secondary suite, or carriage house.

.10 Short-term rental accommodation is not permitted in combination with a bed and breakfast home.

Section 11.4 – Subdivision Regulations m = metres / m² = square metres					
	Zones				
	RU1 .1	RU2 .1	RU3 .1	RU4 .1	RU5
Min. Lot Width without access to a Rear Lane	16.5 m	13.0 m	8.5 m	18.0 m .2	40.0 m
Min. Lot Width with access to a Rear Lane or Strata Road	15.0 m	12.0 m	8.5 m	18.0 m .2	40.0 m
Min. Lot Width for Corner Lots	17.0 m	15.0 m	10.0 m	20.0 m .2	40.0 m
Min. Lot Depth	30.0 m	27.0 m	27.0 m	30.0 m	30.0 m
Min. Lot Area .1	450 m²	350 m² .3	255 m²	540 m² .2	4,000 m²
Min. Building Envelope Area	150 m²	130 m²	n/a	200 m²	n/a
New lots must have access to side or rear lane	no	no	yes	no	no

FOOTNOTES (Section 11.4.):

.1 Minimum lot width, lot depth, and lot area also apply to bareland strata lots.

.2 Where a lot is developed with a semi-detached housing form and is being subdivided along a party wall then: the minimum lot area is 270 m², the minimum lot width is 10 m for corner lots, the minimum lot width is 9 m for all other lots, and the minimum building envelope area is 100 m².

.3 The minimum lot area is 325 m² when the lot has access to a rear lane or strata road.

Section 11.5 – Development Regulations m = metres / m² = square metres						
		Zones				
		RU1 [.1]	RU2 [.1]	RU3 [.1]	RU4 [.1]	RU5 [.1]
⬇ Regulations that apply to all Buildings, Structures, and Uses ⬇						
Max. Site Coverage of all Buildings		40%	40%	40%	40%	40%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces		70%	70%	70%	70%	70% [.6]
Lane Regulations		If a lot is fronting onto a lane then vehicular access is only permitted from the lane.				
⬇ Regulations that apply to Principal Dwellings, Principal Use Buildings, and Principal Use Structures ⬇						
Max. Height		10.0 m	10.0 m	10.0 m	10.0 m	10.0 m
Max. Height for Buildings with Walkout Basements	Facing Front or Flanking Yard	8.6 m	8.6 m	8.6 m	8.6 m	8.6 m
	Rear Building Elevation	12.5 m	12.5 m	12.5 m	12.5 m	12.5 m
Max. Gross Floor Area of a Third (3rd) Storey relative to the Second (2nd) Storey (this does not apply to Dwellings with Walkout Basements)		70% See Example Diagram	70% See Example Diagram	70% See Example Diagram	70% See Example Diagram	70% See Example Diagram
Min. Front Yard and Flanking Yard Setback		4.5 m [.7]	4.5 m [.7]	3.0 m	4.5 m [.7]	4.5 m [.5]
Min. Front Yard and Flanking Yard Setback for any attached garage or carport		6.0 m [.2]	6.0 m [.2]	n/a	6.0 m [.2]	6.0 m [.5]
Min. Side Yard Setback		2.1 m	1.5 m	1.2 m	2.1 m [.3]	3.0 m [.3], [.5]
Min. Rear Yard Setback		7.5 m	6.0 m	6.0 m	7.5 m	6.0 m [.5]
Min. Rear Yard Setback on Wide Lots		4.5 m	4.5 m	4.5 m	4.5 m	n/a

Section 11.5 – Development Regulations m = metres / m² = square metres					
	Zones				
	RU1 .1	RU2 .1	RU3 .1	RU4 .1	RU5 .1
Min. Setback between Principal Buildings	n/a	n/a	n/a	2.5 m	2.5 m
⬇ Regulations that apply to Carriage Houses, Accessory Buildings / Structures and Secondary Suites ⬇					
Max. Height for Carriage Houses	5.4 m	5.4 m	5.4 m	5.4 m	n/a
Max. Height for Accessory Buildings / Structures	4.8 m	4.8 m	4.8 m	4.8 m	4.8 m
Min. Front Yard Setback	9.0 m	9.0 m	9.0 m	9.0 m	9.0 m .5
Min. Front Yard Setback for Double Fronting Lots	6.0 m .2	6.0 m .2	n/a	6.0 m .2	n/a
Min. Flanking Yard Setback	4.5 m	4.5 m	4.5 m	4.5 m	4.5 m .5
Min. Side Yard Setback	1.5 m	1.5 m	1.5 m	1.5 m	1.5 m .5
Min. Rear Yard Setback	1.5 m .4	1.5 m .4	1.5 m .4	1.5 m .4	1.5 m .5
Max. Net Floor Area for Single (1) Storey Carriage Houses	100 m²	100 m²	n/a	100 m²	n/a
Max. Net Floor Area for Two (2) Storey Carriage Houses	90 m²	90 m²	n/a	90 m²	n/a
Max. Building Footprint for Single (1) Storey Carriage Houses	100 m²	100 m²	n/a	100 m²	n/a
Max. Building Footprint for Two (2) Storey Carriage Houses	90 m²	90 m²	n/a	90 m²	n/a
Max. Building Footprint for Accessory Buildings / Structures	90 m²	90 m²	90 m²	90 m²	90 m²
Max. Upper Storey Gross Floor Area for Two (2) Storey Carriage Houses	70% of the carriage house footprint area See Example Diagram	70% of the carriage house footprint area See Example Diagram	n/a	70% of the carriage house footprint area See Example Diagram	n/a

Section 11.5 – Development Regulations m = metres / m² = square metres					
	Zones				
	RU1 .1	RU2 .1	RU3 .1	RU4 .1	RU5 .1
Max. Net Floor Area for Secondary Suites	90 m²	90 m²	90 m²	90 m²	90 m²
Lit pathway requirement for Carriage Houses and Secondary Suites	A lighted pathway is required from the entrance of the carriage house and/or the secondary suite to the on-site parking space(s) and to the fronting street.				

FOOTNOTES (Section 11.5.):

.1 Site coverage, height, and setback regulations also apply to bareland strata lots.

.2 Setback shall be measured from edge of sidewalk closest to lot line. In situations without a sidewalk the setback shall be measured from the back of curb or edge of street (where pavement ends). However, the minimum setback from the lot line is 3.0 m.

.3 Side yard setbacks are not required for semi-detached on a lot line that has a party wall.

.4 When the rear yard is abutting a lane, the minimum rear yard setback is 0.9 m.

.5 The front, flanking, side, rear yard setback shall apply to the exterior lot lines of the site and not to the interior separations between single detached housing units and / or accessory structures within a building strata.

.6 Private roadways that access more than two dwelling units excluded from the calculation of maximum site coverage of all buildings, structures, and impermeable surfaces.

.7 The front yard and flanking yard setbacks can be reduced to 3.0 m for lots within the Suburban Residential S-RES future land use designation identified in the OCP.

SECTION 12 – Mobile Home and Camping Zones

Section 12.1 - Zone Purposes	
Zones	Purpose
MH1 – Mobile Home and Camping	The purpose is to provide a zone for mobile homes on individual mobile homes spaces in a mobile home park setting and for campsites.

Section 12.2 - Permitted Land Uses	
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
	MH1
Accessory Buildings or Structures	S
Agriculture, Urban	S
Campsites	P
Child Care Centre, Minor	S
Home-Based Business , Minor	S
Mobile Home Park	P [.1]
Offices	S [.2]

FOOTNOTES (Section 12.2.):

[.1] Mobile homes and modular homes are permitted dwelling units within a mobile home park.

[.2] Offices are limited to one office for the management and operation of the mobile home park.

Section 12.3 – Subdivision Regulations m = metres / m^2 = square metres	
	Zones
	MH1
Min. Site Width	n/a
Min. Site Depth	n/a
Min. Site Area	20,000 m^2

Section 12.4 – Development Regulations m = metres / m² = square metres	
	Zones
	MH1
Max. Density	20 mobile home dwelling units / hectare
Max. Height	7.6 m & 1 storey
Min. Site Front Yard Setback	6.0 m
Min. Site Side Yard Setback	4.5 m
Min. Site Rear Yard Setback	6.0 m
Min. Mobile Home Space Area	325.0 m²
Min. Mobile Home Space Width	12.0 m
Min. Mobile Home Space Depth	25.0 m
Min. Mobile Home Space Setback from Roadway	No mobile home shall be located closer than 3.0 m to the back curb of an internal roadway or parking area
Min. Mobile Home Space Side Yard Setback	1.5 m to the edge of the mobile home space

SECTION 13 – Multi-Dwelling Zones

Section 13.1 - Zone Purposes	
Zones	Purpose
MF1 – Infill Housing	The purpose is to provide a zone for infill development within the core area of the City limiting development to ground-oriented housing of 2 storeys.
MF2 – Townhouse Housing	The purpose is to provide a zone for ground-oriented multiple housing (typically townhouse developments) up to 3 storeys on serviced urban lots.
MF3 –Apartment Housing	The purpose is to provide a zone primarily for apartments ranging up to 6 storeys on serviced urban lots with various commercial uses permitted on transit supportive corridors.

Section 13.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
MF1 – Infill Housing	MF1r – Infill Housing Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.
MF2 – Townhouse Housing	MF2r – Townhouse Housing Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.
MF3 – Apartment Housing	MF3r – Apartment Housing Rental Only	The purpose is to provide a sub-zone that restricts the dwelling units to a rental only tenure and to prohibit any building or bareland stratification.

Section 13.3 - Permitted Land Uses			
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)		
	MF1	MF2	MF3
Accessory Buildings or Structures	S	S	S
Agriculture, Urban	S	S	S
Apartment Housing	-	-	P
Child Care Centre, Major	S	S	S
Child Care Centre, Minor	S	S	S
Cultural and Recreation Services	-	-	S .2
Duplex Housing	P	P	-
Food Primary Establishment	-	-	S .2
Group Home	P .1	P .1	-
Home-Based Business, Major	S .5	S .6	S .6
Home-Based Business, Minor	S	S	S
Health Services	-	-	S .2
Professional Services	-	-	S .2
Participant Recreation Services, Indoor	-	-	S
Personal Service Establishments	-	-	S .2
Retail	-	-	S .2
Secondary Suite	S .3	-	-
Semi-Detached Housing	P	P	-
Short-Term Rental Accommodations	S	S	S
Single Detached Housing	P	P	-
Stacked Townhouses	-	P	P .4
Townhouses	P	P	P .4

Section 13.3 - Permitted Land Uses			
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)		
	MF1	MF2	MF3

FOOTNOTES (Section 13.3.):

.1 Group homes are only permitted within a single detached housing, semi-detached housing, or a duplex housing form.

.2 These land uses are only permitted on transit supportive corridors and these land uses are not permitted above the first storey.

.3 No new secondary suites are permitted. Existing secondary suites that existed prior to December 4th 2017 are permitted to remain.

.4 Townhouses and/or stacked townhouses are only permitted if the majority of the residential dwelling units are in the form of apartment housing.

.5 Home-based business, major is only permitted when the lot has two (2) or less principal dwelling units.

.6 Home-based business, major is only permitted within ground-oriented dwelling units fronting transit supportive corridors, ground-oriented dwelling units within urban centres, or ground-oriented dwelling units within village centres.

Section 13.4 – Subdivision Regulations m = metres / m² = square metres				
		Zones		
		MF1	MF2	MF3
Min. Lot Width	Regular Lots	7.5 m	20.0 m .1	30.0 m
	Corner lots	9.5 m		
Min. Lot Area	Regular Lots	277.5 m²	900 m² .1	1,400 m²
	Corner Lots	350 m²		
Min. Lot Depth		30.0 m	30.0 m .1	30.0 m

FOOTNOTES (Section 13.4.):

.1 Townhouse developments may be subdivided into smaller lots than the regulations listed above provided the site is comprehensively developed under a single development permit and a party wall agreement is registered on title.

Section 13.5 – Development Regulations m = metres / m^2 = square metres			
	Zones		
	MF1	MF2	MF3
Max. Height **Max.** Density	Section 13.6 – Density and Height Development Regulations		
Max. Site Coverage of all Buildings	55%	55%	65%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	75%	80%	85%
Min. Front Yard & Flanking Side Yard setback for Ground-Oriented units	4.0 m	3.0 m [.3]	3.0 m [.3]
Min. Front Yard & Flanking Side Yard setback for all Buildings including Accessory Buildings / Structures	4.0 m [.5]	3.0 m [.5]	4.5 m [.5]
Min. Building Stepback from Front Yard and Flanking Side Yard	n/a	n/a	3.0 m [.6]
Min. Side Yard Setback	1.2 m [.1], [.2]	3.0 m except 1.2 m from a lane [.2]	3.0 m [.7]
Min. Rear Yard Setback	3.0 m except 0.9 m from a rear lane	4.5 m except 0.9 m from a rear lane	4.5 m except 3.0 m from a rear lane [.4]
Min. Rear Yard Setback for Accessory Buildings / Structures	1.5 m except 0.9 m from a lane	1.5 m except 0.9 m from a lane	1.5 m except 0.9 m from a lane [.7]
Min. Separation between Detached Principal Buildings	2.0 m	3.0 m	n/a
Min. Common and Private Amenity Space	n/a	7.5 m^2 per bachelor dwelling unit 15.0 m^2 per 1-bedroom dwelling unit 25 m^2 per dwelling unit with more than 1-bedroom [.8], [.9]	
Max. Building Frontage	A continuous building frontage shall not exceed 100 m in length.		

Section 13.5 – Development Regulations m = metres / m² = square metres			
	Zones		
	MF1	MF2	MF3
Vehicular Access	Where a lot has access to a lane, vehicular access is only permitted from the lane. If a lot does not have access to a lane then access will come from the street according to the City of Kelowna's Subdivision and Servicing Bylaw 7900.		

FOOTNOTES (Section 13.5.):

[1] For lots 17.0 m or wider, the minimum side yard setback is increased to 2.1 m.

[2] Side yards are not required for semi-detached housing or townhouses on a lot line that has a party wall agreement

[3] The minimum setback can be reduced from 3.0 m to 2.0 m for ground-oriented units if both of these criteria are met:

a) The maximum first floor height above the adjacent curb level for ground-oriented residential units are 1.2 m. Height is measured from the grade at the sidewalk directly from a fronting publicly accessible street, walkway, open space or applicable lot line. See example diagram.

b) The minimum net floor area for ground-oriented residential units on the first floor is 11m². See example diagram.

[4] For portions of a parkade with lane access which do not project more than 2.3 m above finished grade, the rear yard setback for the parkade is 1.5 m.

[5] The setback for a garage, a carport, or a parkade door that has direct access to the street shall have a 6 m setback measured from back-of-curb or edge of road pavement, or edge of sidewalk or 4.5 m from lot line (whichever is greater).

[6] Minimum building stepbacks apply only to buildings 5 storeys and taller. The stepback can occur on any floor above the second storey.

[7] If the property is abutting a Rural – Agricultural and Resource, Rural – Residential, or Suburban – Residential future land use designation as defined in the Official Community Plan then a 1.5 m additional setback needs to be added to the minimums.

[8] Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.

[9] 4.0 m² per dwelling unit of the common and private amenity space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas.

Section 13.6 –Density and Height Development Regulations m = metres / m² = square metres				
		Zones		
		MF1	MF2	MF3
Min. Density for Lots fronting onto a Transit Supportive Corridor		For lots with a lane = 4.75 units per 1,000 m² and a Min. 1,050 m² lot area [.5] For lots without a lane = 3.1 units per 1,000 m² and a Min. 1,600 m² lot area [.5]		
Max. Base Density		0.8 FAR with lane 0.6 FAR without lane and max 9.9 dwelling units per 1,000 m² of lot area	1.0 FAR See Underground Parking Base FAR Adjustments [.7]	For 4 storeys and below Max FAR = 1.3 [.2] For 5 storeys and above Max FAR = 1.8 [.2] See Underground Parking Base FAR Adjustments [.7]
Max. Bonus Density (Floor Area Ratio increase)		n/a	An additional 0.15 FAR [.3]	An additional 0.25 FAR [.3]
Max. Bonus Density for Rental Projects		n/a	An additional 0.3 FAR [.3]	An additional 0.3 FAR [.3]
Max. Base Height		8.0 m & 2 storeys	11.0 m & 3 storeys	18.0 m & 4 storeys Or 22.0 m / 6 storeys [.1]
Max. Base Height for Buildings with Walkout Basements	Front Building Elevation	n/a	10.0 m & 3 storeys	n/a
	Rear Building Elevation	n/a	12.6 m & 3 storeys	n/a
Max. Bonus Height		n/a	n/a	22.0 m & 6 storeys [.3] Or 44.0 m & 12 storeys [.4]

FOOTNOTES (Section 13.6.):

[.1] The base height is 18.0 m & 4 storeys except the maximum height may be increased to 22.0 m / 6 storeys if:

- The subject property is fronting onto a Transit Supportive Corridor; or
- The subject property does not abut a RU1, RU2, RU3, RU4, or RU5 zoned lot.

[.2] The base FARs are derived from the base height regulation. Therefore, the base FARs remain constant even if an owner successfully applies for a Development Variance Permit to the base heights.

[.3] These bonuses only apply to lots within the Core Area or within a village centre. The bonus density and bonus height provisions occur if the provisions of Section 6.8 Density Bonus are secured.

[.4] The increase in height to 44.0 m and 12 storeys only applies in situations where:

(a) lots are fronting a Provincial Highway; and
(b) lots are within 400 m of transit stop and that transit stop must be located fronting onto a Provincial Highway or a major arterial road; and

Section 13.6 –Density and Height Development Regulations m = metres / m² = square metres			
	Zones		
	MF1	MF2	MF3
(c) the abutting lots cannot be zoned A1, A2, RR1, RR2, RU1, RU2, RU3, RU4, or RU5; and (d) lots are within the Core Area Neighbhourhood Future Land Use Designations as outlined in the OCP. (e) The bonus density and bonus height provisions occur if the provisions of Section 6.8 Density Bonus are secured. [5] For the purpose of calculating minimum densities the amount of commercial area considered as a unit will be measured at one (1) unit per 125 m² of commercial GFA. [6] For the purpose of calculating minimum densities the amount of commercial area considered as a unit will be measured at one (1) unit per 125 m² of commercial GFA. [7] If eighty percent (80%) of the parking provided on-site is located underground (below finished grade) then the base FAR is increased by 0.25 FAR.			

Section 13.7 - Site Specific Regulations Uses and regulations apply on a site-specific basis as follows:			
	Legal Description	Civic Address	Regulation
1.	Lot A, District Lot 140, ODYD, Plan KAP58184	1915-1925 Enterprise Way	This property is permitted to have hotels as principal land use.
2.	ODYD, Plan KAS3399	1132-1160 Bernard Ave	This property is permitted to have 16 storeys in height.
3.	Lot 1, Section 32, Township 26, ODYD, Plan KAP 91641	530 Caramillo Ct.	This property is permitted to have Apartment housing limited to 4 storeys.
4.	Strata Plan of Lot 3 & Remainder Lot 3, Section 28, Township 26, ODYD, PLAN KAP74074 (See Posting Plan EPP 104511)	777 Denali Drive	This property is permitted to have Apartment housing limited to 3 storeys.
5.	Lot B, Section 24, Township 28, Land District 54, Plan KAP30848, EXC EPT Plan KAP79047, EPP23768	530 Quartz Crescent	This property is permitted to have Apartment housing limited to 3 storeys.

SECTION 14 – Core Area & Other Zones

Section 14.1 – Core Area and Other Zone Categories	
Category	Zones
Commercial Zones	C1 – Local & Neighbourhood Commercial C2 – Vehicle Oriented Commercial
Cora Area Zones	CA1 – Core Area Mixed Use
Village Centre Zones	VC1- Village Centre
Urban Centre Zones	UC1 – Downtown Urban Centre UC2 – Capri-Landmark Urban Centre UC3 – Midtown Urban Centre UC4 – Rutland Urban Centre UC5 – Pandosy Urban Centre
Industrial Zones	I1 – Business Industrial I2 – General Industrial I3 – Heavy Industrial I4 – Natural Resource Extraction
Institutional Zones	P1 – Major Institutional P2 – Education and Minor Institutional P3 – Parks and Open Space P4 – Utilities P5 – Municipal District Park
Health District Zones	HD1 – Kelowna General Hospital HD2 - Residential and Health Support Services
Water Zones	W1 – Recreational Water Use W2 – Intensive Water Use

Section 14.2 – Commercial, Core Area, and Village Centre Zone Purposes	
Zones	Purpose
C1 – Local & Neighbourhood Commercial	The purpose is to provide a zone for the commercial developments outside the Core Area to provide a range of services needed on a day-to-day basis by residents within their neighbourhoods. Generally, building scale includes 2 storey structures with primary commercial accessed at ground level. Residential can be considered on second floors above commercial services.
C2 – Vehicle Oriented Commercial	The purpose is to provide a commercial zone used to accommodate a mix of vehicle oriented commercial land uses along corridor routes and highways. Building scale generally includes two storey buildings with potential for office related uses on upper floors.
CA1 – Core Area Mixed Use	The purpose is to provide a mixed commercial and residential zone for developments within the Core Area and outside urban centres. Buildings up to 4 storeys will be generally permissible with Buildings up to 6 storeys in certain circumstances based on development policy guidance from the OCP. A further increase to 12 storeys will be acceptable on key Transit Supportive Corridors and within close proximity to transit and Urban Centres.
VC1- Village Centre	The purpose is to provide a zone with an integrated design for a comprehensive mixed-use area which can include a variety of uses as specified to each Village Centre (as identified with the OCP).

Section 14.3 – Urban Centre Zone Purposes	
Zones	Purpose
UC1 – Downtown Urban Centre	The purpose of this zone is to designate and to preserve land for developments of the financial, retail and entertainment, governmental, cultural and civic core of the downtown while also encouraging high density mixed-use buildings.
UC2 – Capri-Landmark Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Capri-Landmark Urban Centre that is consistent with and follows from the Capri-Landmark Urban Centre Plan.
UC3 – Midtown Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Midtown Urban Centre.
UC4 – Rutland Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the Rutland Urban Centre.
UC5 –Pandosy Urban Centre	The purpose is to provide a mixed commercial and residential zone for developments within the South Pandosy Urban Centre.

Section 14.4 – Industrial Zone Purposes	
Zones	Purpose
I1 – Business Industrial	The purpose is to provide a zone for developments of planned industrial business parks containing indoor industrial uses with limited outdoor storage and to provide a zone for transition from general / heavy industrial uses to other uses.
I2 – General Industrial	The purpose is to provide for general industrial uses.
I3 – Heavy Industrial	The purpose is to designate and preserve land for developments of industrial uses which, due to appearance, noise, odour, emission of toxic wastes, or fire or explosive hazards may have detrimental effects on other zones.
I4 – Natural Resource Extraction	The purpose of this zone to provide a zone used for natural resource extraction such as gravel extraction and processing.

Section 14.5 – Institutional Zone Purposes	
Zones	Purpose
P1 – Major Institutional	The purpose is to provide a zone primarily for major governmental and publicly or privately funded institutional uses.
P2 – Education and Minor Institutional	The purpose is to provide a zone for private and public educational, residential, and recreational uses and religious assemblies.
P3 – Parks and Open Space	The purpose is to provide a zone for the preservation and enhancement of open space and limited public facilities.
P4 - Utilities	The purpose is to provide a zone for private and public utilities.
P5 – Municipal District Park	The purpose is to provide a zone for developments of major Municipal parks and ancillary recreational uses. Park sites generate large numbers of participants and spectators attracted from all areas of the City plus tournament visitors and tourists. These sites serve a population of 45,000 residents within a five-kilometer radius and also serve specific recreation facility needs on a city-wide basis.

Section 14.6 – Health District Zone Purposes	
Zones	Purpose
HD1 – Kelowna General Hospital	To provide a zone for the comprehensive development of buildings that provide health services associated with the Kelowna General Hospital, Interior Health Authority, and the University of British Columbia Clinical Academic Campus. This zone will provide for a range of institutional uses, as well as a limited amount of hospital-related supportive commercial uses.

Section 14.6 – Health District Zone Purposes	
HD2 – Residential and Health Support Services	The purpose is to provide a zone for the conversion and new development of buildings that provide services to the medical community associated with the Kelowna General Hospital, Interior Health Authority, and UBC Medical Programs including staff, clients, patients and their families. This zone will provide for a range of institutional, medical-related commercial and complimentary residential uses within the Official Community Plan Health District future land use designation.

Section 14.7 – Water Zone Purposes	
Zones	Purpose
W1 – Recreational Water Use	The purpose is to provide a zone that allows for the recreational enjoyment of upland property owners and foreshore public access while minimizing impacts on fish, wildlife, and vegetation communities.
W2 – Intensive Water Use	The purpose is to provide for a diverse and concentrated range of water activities consistent with the upland use, maintaining foreshore public access, and minimizing impacts on fish, wildlife, and vegetation communities.

Section 14.8 – Core Area and Other Sub-Zones Categories	
Category	Zones
Commercial, Core Area, and Village Centres	C1 – Local & Neighbourhood Commercial • rcs – Retail Cannabis Sales C2 –Vehicle Oriented Commercial • rcs – Retail Cannabis Sales • dt – Drive Through CA1 – Core Area Mixed Use • r – Rental Only • rcs – Retail Cannabis Sales • dt – Drive Through VC1 – Village Centre • r – Rental Only • rcs – Retail Cannabis Sales • fg – Fueling and Gas Stations • dt – Drive Through
Urban Centre	UC1 – Downtown Urban Centre • r – Rental Only • rcs – Retail Cannabis Sales • gg – Gaming and Gambling • a – Arena • fg – Fueling and Gas Stations • dt – Drive Through

Section 14.8 – Core Area and Other Sub-Zones Categories	
Category	Zones
	UC2 – Capri-Landmark Urban Centre • r – Rental Only • rcs – Retail Cannabis Sales • gg – Gaming and Gambling • fg – Fueling and Gas Stations • dt – Drive Through UC3 – Midtown Urban Centre • r – Rental Only • rcs – Retail Cannabis Sales • fg – Fueling and Gas Stations • dt – Drive Through UC4 – Rutland Urban Centre • r – Rental Only • rcs – Retail Cannabis Sales • fg – Fueling and Gas Stations • dt – Drive Through UC5 – Pandosy Urban Centre • r – Rental Only • rcs – Retail Cannabis Sales • fg – Fueling and Gas Stations • dt – Drive Through
Industrial	I1 – Business Industrial • rcs – Retail Cannabis Sales I2 – General Industrial • rcs – Retail Cannabis Sales I3 – Heavy Industrial I4 – Natural Resource Extraction
Institutional	P1 – Major Institutional P2 – Education and Minor Institutional P3 – Parks and Open Space P4 – Utilities P5 – Municipal District Park
Health District	HD1 – Kelowna General Hospital HD2 - Residential and Health Support Services • r – Rental Only
Water	W1 – Recreational Water Use W2 – Intensive Water Use

14.9 - Permitted Principal and Secondary Land Uses in Core Area and Other Zones

Section 14.9 – Principal and Secondary Land Uses

	Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)																					
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1	P2	P3	P4	P5	HD1	HD2	W1	W2
1	Accessory Buildings or Structures	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
2	Agriculture, Urban	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	S	S	n/a	n/a
3	Alcohol Production Facilities	-	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [.1]	P [1]	-	-	-	-	-	-	-	-	-	-
4	Animal Clinics, Major	-	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-
5	Animal Clinics, Minor	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-
6	Apartment Housing	P [.6]	P [.6]	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	P	-	-
7	Auctioneering Establishments	-	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
8	Automotive & Equipment	-	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
9	Automotive & Equipment, Industrial	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
10	Boat Launches	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
11	Boat Storage	-	-	-	S [.13]	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-
12	Bulk Fuel Depot	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
13	Cannabis Production Facilities	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-
14	Cemeteries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
15	Child Care Centre, Major	P	P	P	P	P	P	P	P	P	P	-	-	-	P	-	S	-	S	S	P	-	-
16	Child Care Centre, Minor	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	-	-
17	Commercial Storage	-	P	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-
18	Concrete and Asphalt Plants	-	-	-	-	-	-	-	-	-	-	-	P	S	-	-	-	-	-	-	-	-	-
19	Cultural and Recreation Services	P	P	P	P	P	P	P	P	P	P	-	-	-	P	P	S	-	S	-	-	-	-
20	Detention and Correction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
21	Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P [2]	P
22	Drive Throughs	-	P [.14]	P [.14]	P [.14]	P [.14]	P [.14]	P [.14]	P [.14]	P [.14]	-	-	-	-	-	-	-	-	-	-	-	-	-

Section 14 – Core Area and Other Zones

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

Section 14.9 – Principal and Secondary Land Uses																							
Uses		Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)																					
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1	P2	P3	P4	P5	HD1	HD2	W1	W2
23	Education Services	-	P	P	P	P	P	P	P	P	-	-	-	-	-	P	-	-	-	S	-	-	-
24	Emergency and Protective Services	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	-	-	S	S	P	-	-
25	Exhibition and Convention Facilities	-	-	-	-	P	P	P	P	P	-	-	-	-	P	-	-	-	-	-	-	-	-
26	Fleet Services	-	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
27	Food Primary Establishment	P [.5]	P	P	P	P	P	P	P	P	P [.5]	P [.5]	-	-	P	-	P	-	S	S [.7]	S [.5]	-	S [.5]
28	Gaming Facilities	-	-	-	-	P [.8]	P [.8]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29	Gas Bar	P [.12]	P [.12]	-	P [.12]	P [.12]	P [.12]	P [.12]	P [.12]	P [.12]	-	P [.12]	-	-	-	-	-	-	-	-	-	-	-
30	General Industrial Use	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-
31	Greenhouses and Plant Nurseries	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	Group Home	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-
33	Health Services	P	P	P	P	P	P	P	P	P	-	-	-	-	P	P	-	-	S [.3]	-	P	-	-
34	Home-Based Business, Major	-	-	S [.10]	S [.10]	S [.10]	S [.10]	S [.10]	S [.10]	S [.10]	-	-	-	-	-	-	-	-	-	-	S [.10]	-	-
35	Home-Based Business, Minor	-	-	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	-	-
36	Hospitals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
37	Hotels / Motels	-	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-
38	Liquor Primary Establishment	P [.4, .5]	P [.4]	P [.4]	P [.4]	P [.4]	P [.4]	P [.4]	P [.4]	P [.4]	P [.5]	P [.5]	-	-	S [.4]	-	S [.4]	-	S [.4]	-	-	-	S [.4, .5]
39	Marinas	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
40	Moorage, Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
41	Moorage, Temporary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
42	Natural Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-
43	Non-Accessory Parking	-	P	P	P	P	P	P	P	P	-	P	-	-	P	-	-	-	S	-	-	-	-
44	Offices	P [.6]	P [.6]	P	S	P	P	P	P	P	-	-	-	S	-	-	-	-	-	-	-	-	-
45	Outdoor Storage	-	-	-	-	-	-	-	-	-	-	P	P	S	-	-	-	S	-	-	-	-	-
46	Parks	-	-	S	S	S	S	S	S	S	-	-	-	-	S	S	P	-	P	S	-	-	-

Section 14 – Core Area and Other Zones

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

Section 14.9 – Principal and Secondary Land Uses																							
Uses		Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)																					
		C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1	P2	P3	P4	P5	HD1	HD2	W1	W2
47	Participant Recreation Services, Indoor	P	P	P	P	P	P	P	P	P	P	P	-	-	P	S	S	-	S	-	-	-	-
48	Participant Recreation Services, Outdoor	-	-	-	P	-	-	-	-	-	-	-	-	-	-	S	P	S	S	-	-	-	-
49	Personal Service Establishment	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-
50	Professional Services	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-
51	Recreational Water Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
52	Recycling Depots	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-
53	Recycling Plants	-	-	-	-	-	-	-	-	-	-	-	P	S	-	-	-	-	-	-	-	-	-
54	Recycling Drop-Offs	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-
55	Religious Assemblies	P	P	P	P	P	P	P	P	P	-	-	-	-	P	P	-	-	-	-	-	-	-
56	Residential Security / Operator Unit	S	S	-	-	-	-	-	-	-	S	S	S	S	-	S	S	-	S	-	-	-	-
57	Retail	P	P	P	P	P	P	P	P	P	-	-	-	-	S	-	S	-	S [3]	S	S [5]	-	S [5]
58	Retail Cannabis Sales	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	P [9]	S [9]	S [9]	-	-	-	-	-	-	-	-	-	-	-
59	Secondary Suite	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-
60	Short-Term Rental Accommodations	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	-	-
61	Single Detached Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-
62	Spectator Sports Establishments	-	-	-	-	P	P	P	P	-	-	-	-	-	P	-	-	-	S	-	-	-	-
63	Stacked Townhouses	-	-	P	P	P [11]	P [11]	P [11]	P [11]	P [11]	-	-	-	-	-	-	-	-	-	-	P	-	-
64	Townhouses	-	-	P	P	P [11]	P [11]	P [11]	P [11]	P [11]	-	-	-	-	-	-	-	-	-	-	P	-	-
65	Temporary Shelter Services	-	P	P	P	P	P	P	P	P	-	P	-	-	P	P	-	-	S	-	-	-	-
66	Utility Services, Infrastructure	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	-	-	-
67	Warehousing	-	P	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-
68	Wrecking Yards	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-

Section 14.9 – Principal and Secondary Land Uses																							
Uses	Zones ('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)																						
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5	I1	I2	I3	I4	P1	P2	P3	P4	P5	HD1	HD2	W1	W2

FOOTNOTES (Section 14.9.):

[1] In the commercial, village centre, and urban centre zones the total area for manufacturing shall be limited to a maximum of 275 m^2 per lot. In the industrial zones, there is no manufacturing gross floor area limit. In the I1, I2, and I3 zones, the maximum floor area for tasting, serving, and consumption of alcohol shall not exceed 235 m^2 in gross floor area per lot. If the lot is fronting onto Richter Street, Clement Avenue, Vaughan Avenue, or Baillie Avenue then there is no floor limit for tasting, serving, and consumption of alcohol.

[2] Docks can only be used for private purposes and cannot be used as a communal docking facility utilized for renumeration.

[3] Health services and retail shall be limited to those types of uses and services incidental to a major sports and recreation facilities. Health services and retail shall be located within a building primary used for district park, participant recreation services indoor, and/or spectator sports establishments. Retail shall not exceed 235 m^2 or 5% of the gross floor area of the building which it is located (whichever is less). Health services shall not exceed 500 m^2.

[4] Liquor primary establishments must hold a Liquor Primary Licence.

[5] Retail, food primary establishment, liquor primary establishments shall not exceed 235 m^2 in gross floor area (e.g. neighbourhood pubs) per lot. If the lot is fronting onto Richter Street, Clement Avenue, Baillie Avenue, or Vaughan Avenue then any food primary establishment can exceed the 235 m^2 gross floor area limit.

[6] Offices are intended to be a minor component within the zone. Offices and Apartment Housing are limited to the uppermost floor within a building. Offices and Apartment Housing cannot occur on the ground floor.

[7] Food primary establishment shall be limited to a maximum 465 m^2 GFA. Retail shall be limited to a maximum 465 m^2 GFA and no more than 50 m^2 of GFA for any individual tenant space.

[8] Gaming facilities must have 'gg' Gaming and Gambling sub-zoning on the property.

[9] Retail cannabis sales must have 'rcs' Retail Cannabis Sales sub-zoning on the property.

[10] Home-based business, major is only permitted within ground-oriented units fronting Transit Supportive Corridors, ground-oriented units within urban centres, ground-oriented units within village centres, or within single detached housing.

[11] Townhouses and stacked townhouses are only permitted on fronting streets classified as mixed residential street, residential street, or mixed streets as defined in the City of Kelowna's Official Community Plan (e.g. Map 4.3, Map 4.5, Map 4.7).

[12] Within an Urban Centre or a Village Centre zone a gas bar must have the 'fg' sub-zoning on the property to be permitted. All gas bars are only permitted if an alternative fuel infrastructure is provided on the same lot.

[13] Boat Storage is only permitted with the Cook / Lakeshore Village Centre.

[14] Drive Throughs must have 'dt' Drive Through sub-zoning on the property. See Section 9.4 for specific drive through related regulations.

Section 14.10 – Subdivision Regulations m = metres / m² = square metres				
Zones	Minimum Lot Width	Minimum Lot Depth	Minimum Lot Area .1	Maximum Lot Area
C1	40.0 m except 18.0 m if site abuts a lane.	30.0 m	830 m²	1,500 m²
C2	40.0 m except 30.0 m if site abuts a lane.	30.0 m	1,000 m²	n/a
CA1	40.0 m except 13.0 m if site abuts a lane.	30.0 m	1,200 m² except 460 m² if site abuts a lane.	n/a
VC1 Village Centre	25.0 m	30.0 m	750 m²	n/a
UC1 (Downtown)	6.0 m	30.0 m	200 m²	n/a
UC2 (Capri /Landmark)	40.0 m except 13.0 m if site abuts a lane.	30.0 m	1,200 m² except 460 m² if site abuts a lane.	n/a
UC3 (Midtown)				
UC4 (Rutland)				
UC5 (Pandosy)				
I1	40.0 m	35.0 m	2,000 m²	n/a
I2			4,000 m²	n/a
I3			8,000 m²	n/a
I4	100.0 m	1000.0 m	10,000 m²	n/a
P1	13.0 m	30.0 m	460 m²	n/a
P2	18.0 m	30.0 m	660 m²	n/a
P3	n/a	n/a	n/a	
P4	n/a	n/a	n/a	
P5	13.0 m	30.0 m	460 m²	n/a
HD1	30.0 m	30.0 m	n/a	
HD2	30.0 m	30.0 m	900 m²	
W1	n/a	n/a	n/a	
W2	n/a	n/a	n/a	

Section 14.10 – Subdivision Regulations m = metres / m² = square metres				
Zones	Minimum **Lot Width**	Minimum **Lot Depth**	Minimum **Lot Area** .1	Maximum **Lot Area**

FOOTNOTES (Section 14.10.):

.1 The minimum lot area listed in the table above only applies to lots that have a connection to the community sanitary sewer system (as described within the City of Kelowna's Subdivision and Servicing Bylaw 7900). If a lot does not have an installed connection to the community sanitary sewer system, then the minimum lot area is 10,000 m².

Section 14.11 – Commercial and Urban Centre Zone Development Regulations m = metres / m² = square metres									
Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5
Max. Site Coverage of all Buildings	50%	65%	75%	75%	100%	100% or 85% .13	100% or 85% .13	100% or 85% .13	100% or 85% .13
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	70%	85%	85%	85%	100%	100% or 90% .9	100% or 90% .9	100% or 90% .9	100% or 90% .9
Max. Density and **Max.** Height	See Section 14.14 for Density and Height Regulations								
Min. Front Yard and Flanking Side Yard Setback	2.0 m .12	2.0 m .12	3.0 m .1, .12	3.0 m .1, .12	0.0 m .2, .12	3.0 m .1, .2, .12	3.0 m .1, .2, .12	3.0 m .1, .2, .12	3.0 m .1, .2, .12
Min. Building Stepback from Front Yard and Flanking Side Yard	n/a	n/a	3.0 m .14	3.0 m .14	n/a	n/a	n/a	n/a	n/a
Min. Side Yard Setback	3.0 m	0.0 m .3	3.0 m	3.0 m .6, .8	0.0 m .2, .3	0.0 m .2, .3	3.0 m .2, .3	0.0 m .2, .3	0.0 m .2, .3
Min. Rear Yard Setback	3.0 m .4	0.0 m .4	4.5 m .5, .7	4.5 m .7, .8	0.0 m .2	0.0 m .2, .4	3.0 m .2, .4	0.0 m .2, .4	0.0 m .2, .4
Min. Common and Private Amenity Space	n/a	n/a	7.5 m² per bachelor dwelling unit 15.0 m² per 1-bedroom dwelling unit 25 m² per dwelling unit with more than 1-bedroom .11						
Min. Accessory Buildings / Structures Setbacks	An accessory building or structure shall follow the setbacks within that zone except the setback shall not be less than 1.6 m when abutting a urban residential or rural residential zone.								

Section 14.11 – Commercial and Urban Centre Zone Development Regulations m = metres / m² = square metres									
Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5
Upper Floor Setbacks	For any portion of a building abutting a street a 3.0 m setback is required for any portion of the building above the lesser of 16 m or four storeys.								
Corner Lots	For any building greater than 18.0 m or 4.5 storeys and located on a corner lot, there shall be a triangular setback 4.5 m in length along the lot lines that meet at each corner of an intersection. This setback will only be required at the first storey. See Visual Example of Corner Lot Setbacks (Figure 9.11.1) .								
Urban Plazas	Any site within an urban centre larger than 1 acre with a building length larger than 100 m shall provide an urban plaza at grade.								
Tall Building Regulations	For tower and podium regulations refer to Section 9.11 Tall Building Regulations.								
Min. and **Max.** Commercial or Residential Floor Area based on Fronting Street Type	The commercial and residential principal use floor area restriction is based on street type as defined in the City of Kelowna's Official Community Plan (See Maps: 4.2 Downtown, 4.4 Capri-Landmark, 4.6 Pandosy, 4.8 Rutland, & 4.10 Midtown). Secondary uses are permitted in accordance with Section 14.9. Any building on streets classified as a: • High Streets or Retail Streets shall provide ground-floor commercial principal uses, which must occupy a minimum of 90% of the street frontages. Access driveways or other portions of the street frontage not used as a building will not be considered for the purpose of this calculation. Any combination of commercial and residential principal uses is permitted above the ground-floor. • Mixed Streets can contain any combination of commercial and residential principal uses at the ground floor and above. • Mixed Residential Streets can contain any combination of ground-floor commercial or residential principal uses. One hundred percent (100%) of the floor area above the ground-floor shall be residential principal uses. • Residential Streets shall contain one hundred percent (100%) of the floor area as residential principal uses.								
Max. Parkade Exposure	On the first floor, there shall be no parkade exposure to the primary street and the secondary street may have up to 25% of that frontage (access driveways will not be considered as exposure).								

Section 14.11 – Commercial and Urban Centre Zone Development Regulations

m = metres / m^2 = square metres

Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5

FOOTNOTES (Section 14.11.):

.1 The minimum setback can be reduced from 3.0 m to 2.0 m for ground-oriented residential units if both of these criteria are met:

a) The maximum first floor height above adjacent curb level for ground-oriented residential units is 1.2 m. Height is measured from the grade at the sidewalk directly from a fronting publicly accessible street, walkway, open space or applicable lot line. See Example Diagram.

b) The minimum net floor area for ground-oriented residential units on the first floor is 11m^2. See Example Diagram.

The minimum setback can be reduced from 3.0 m to 0.0 m for any ground-oriented commercial units if at least a 6.0 m setback in the UC2, UC3, & UC4 zones and 4.5 m setback in the UC5 zone is maintained from back-of-curb (or edge of road pavement in situations without curb) to building face.

.2 Any portion of a building above 16.0 m in height must be setback a minimum of 3.0 m from any lot line abutting a street and 4.0 m from any lot line abutting another property.

.3 Except it is 3.0 m when abutting a core area neighbourhood (C-NHD) or an education / institutional (EDINST) future land use designation as outlined in the Official Community Plan.

.4 Except it is 6.0 m when abutting a core area neighbourhood (C-NHD) or an education / institutional (EDINST) future land use designation as outlined in the Official Community Plan.

.5 Except it the rear setback is: 3.0 m when abutting rear lane, 6.0 m when abutting a single & two dwelling zone or rural residential zone, and it is 6.0 m for hotels or motels.

.6 The minimum side yard is 4.0 m when abutting a single & two dwelling zone or rural residential zone.

.7 For portions of a parkade with lane access which do not project more than 2.3 m above finished grade, the rear yard setback for the parkade is 1.5 m The site rear yard for carport structures is 1.5 m.

.8 Any building over 6 storeys in height, the portions of the building over 6 storeys must be setback a minimum of 10 m from any lot line abutting any single & two dwelling zone or rural residential zone. Bareland strata lots do not have setbacks to internal lots or common access roads. A continuous building frontage shall not exceed 100 m in length and must be designed with appropriate architectural breaks or relief where the length of the building exceeds 37 m.

.9 The maximum site coverage of all buildings, structures, and impermeable surfaces is dependent on the street type as defined in the City of Kelowna's Official Community Plan (e.g. Map 4.4, 4.6, 4.8, 4.10). All high streets, retail streets, and mixed streets are maximum of 100%. All mixed-residential, residential streets and all other street types are maximum of 90%.

.10 The maximum height is measured from the grade at the sidewalk directly from a fronting publicly accessible street, walkway, open space or applicable lot line. See Visual Example of Max Floor Height for Ground-Oriented Housing.

.11 4.0 m^2 per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and

Section 14.11 – Commercial and Urban Centre Zone Development Regulations

m = metres / m² = square metres

Criteria	Zones								
	C1	C2	CA1	VC1	UC1	UC2	UC3	UC4	UC5

Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.

.12 The setback for a garage, a carport, or a parkade door that has direct access to the street shall have a 6 m setback measured from back-of-curb or edge of road pavement, or edge of sidewalk or 4.5 m from lot line (whichever is greater).

.13 The maximum site coverage is dependent on the street type as defined in the City of Kelowna's Official Community Plan (e.g., Map 4.4, 4.6, 4.8, 4.10). All high streets, retail streets, and mixed streets are maximum of 100%. All mixed-residential, residential streets and all other street types are maximum of 85%.

.14 Minimum building stepbacks apply only to buildings five (5) storeys and taller. The stepback can occur on any floor above the second storey.

Section 14.12 – Industrial, Institutional, and Water Zone Development Regulations

m = metres / m² = square metres

Criteria	Zones										
	I1	I2	I3	I4	P1	P2	P3	P4	P5	W1	W2
Max. Site Coverage of all Buildings (%)	60%	60%	80%	10%	50%	40%	n/a	n/a	n/a	n/a	n/a
Max. Site Coverage of all Buildings, Structures, & Impermeable Surfaces (%)	80%	90%	n/a	n/a	70%	60%	n/a	n/a	30%	n/a	n/a
Max. Density & **Max.** Height	See Section 14.14 for Density and Height Regulations										
Min. Front Yard Setback	2.0 m	2.0 m	2.0 m .2	2.0 m .2	2.0 m	2.0 m .3	6.0 m	6.0 m	6.0 m	n/a	n/a
Min. Flanking Side Yard Setback	2.0 m	2.0 m	2.0 m .2	2.0 m .2	2.0 m	2.0 m .3	4.5 m	6.0 m	6.0 m	n/a	n/a

Section 14.12 – Industrial, Institutional, and Water Zone Development Regulations

m = metres / m^2 = square metres

Criteria	Zones										
	I1	I2	I3	I4	P1	P2	P3	P4	P5	W1	W2
Min. Side Yard Setback	0.0 m .1	0.0 m .1	0.0 m .2	0.0 m .2	4.5 m	4.5 m .3	3.0 m .1	4.5 m	4.5 m	n/a	n/a
Min. Rear Yard Setback	0.0 m .1	0.0 m .1	2.0 m .2	2.0 m .2	6.0 m	6.0 m .3	3.0 m .2	4.5 m .2	6.0 m	n/a	n/a

FOOTNOTES (Section 14.12.):

.1 Except the minimum setback is 4.5 m when the lot line abuts a residential zone.

.2 Except the minimum setback is 6.0 m when the lot line abuts a residential zone.

.3 Except the minimum setback is 1.2 m for any temporary portable buildings used for education services or childcare services.

Section 14.13 – Health District Development Regulations m = metres / m^2 = square metres		
Criteria	Zones	
	HD1	HD2
Max. Site Coverage of all Buildings	100%	65%
Max. Site Coverage of all Buildings, Structures, & Impermeable Surfaces (%)	n/a	80%
Max. Density & **Max.** Height	See Section 14.14 for Density and Height Regulations	
Road Specific **Min.** Setbacks	6.0 m from Pandosy Street 6.0 m from Royal Ave for buildings up to 10.0 m in height 9.0 m from Royal Ave for buildings greater than 10.0 m 9.0 m from Abbott Street 4.5 m on southern Christleton Laneway	n/a
Min. Front Yard & Flanking Side Yard Setback	n/a	4.5 m for Single Detached Housing & 4.5 m for Apartment Housing / Health Services / Commercial [.1]
Min. Side Yard Setback	n/a	2.1 m for Single Detached Housing & 3.0 m for 1st & 2nd floors of Apartment Housing / Health Services / Commercial & 6.0 m for 3rd floor and above of Apartment Housing / Health Services / Commercial
Min. Rear Yard Setback	n/a	6.0 m for Single Detached Housing & 6.0 m for Apartment Housing / Health Services / Commercial except 3.0 m when abutting a lane
Min. Common and Private Amenity Space	n/a	7.5 m^2 per bachelor dwelling unit 15.0 m^2 per 1-bedroom dwelling unit 25 m^2 per dwelling unit with more than 1-bedroom [.2]

Section 14.13 – Health District Development Regulations m = metres / m^2 = square metres		
Criteria	Zones	
	HD1	HD2

FOOTNOTES (Section 14.13.):

.1 The minimum front yard & flanking side yard setback can be reduced only for the first two levels of commercial, health services, and/or ground-oriented residential units including lobbies (excluding mechanical, storage space, or parkade walls) to 2.0 m.

.2 4.0 m^2 per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to childcare centres as long as the childcare spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to childcare spaces cannot be more than 50% of the total space required.

Section 14.14 – Density and Height m = metres / m² = square metres					
Zones	**Min.** Density (if applicable) & **Max.** Base Density **FAR** [.1, .7]	**Max.** Public Amenity & Streetscape Bonus **FAR**	**Max.** Rental or Affordable Housing Bonus **FAR**	**Max.** Base **Height** [.1, .7]	**Max. Height** with Bonus **FAR**
C1	0.75 FAR	n/a	n/a	3 storeys & 12.0 m	No additional height
C2	0.9 FAR, except 1.0 for Hotels	An additional 0.25 FAR [.3]	An additional 0.3 FAR for rental only projects or affordable housing [.3]	3 storeys & 12.0 m	Only Hotels qualify for an 3 additional storeys & 12 m [.3]
CA1	**Min.** Density for lots fronting a Transit Supportive Corridor and with a lane = 4.75 units per 1,000 m² and a **Min.** 1,050 m² lot area [.5, .9] **Min.** Density for lots fronting a Transit Supportive Corridor and without a lane = 3.1 units per 1,000 m² and a **Min.** 1,600 m² lot area [.5, .9] **Max.** Base FAR = 1.6 FAR except 1.8 FAR when lot is fronting a Transit Supportive Corridor [.9] See Underground Parking Base FAR Adjustments [.12]	An additional 0.25 FAR [.3]	An additional 0.3 FAR for rental only projects or affordable housing [.3]	3 storeys & 12.0 m for lots less than 1,050 m² 4 storeys & 18.0 m for lots 1,050 m² or greater 6 storeys & 22 m for any lot size fronting a Transit Supportive Corridor [.4]	3 additional storeys & 12 m [.2, .3] or 6 additional storeys & 22 [.3, .6]
VC1	Cook Truswell Village Centre = 1.5 FAR [.9] Lakeshore Village Centre = 1.5 FAR except 1.75 FAR when lot is fronting a Transit Supportive Corridor [.9] Glenmore Village Centre = 1.8 FAR [.9] Guisachan Village Centre = 1.5 FAR, except 1.8 FAR when lot is fronting a Transit Supportive Corridor [.9] University Village Centre = 1.5 FAR [.9] Black Mountain Village Centre = 1.8 FAR [.9] The Ponds Village Centre = 1.5 FAR [.9] See Underground Parking Base FAR Adjustments [.12]	An additional 0.25 FAR [.3]	An additional 0.3 FAR for rental only projects or affordable housing [.3]	Cook Truswell Village Centre = 6 storeys & 22 m Lakeshore Village Centre = 4 storeys & 18 m except 6 storeys & 22 m when lot is fronting a Transit Supportive Corridor Glenmore Village Centre = 6 storeys & 22 m Guisachan Village Centre = 4 storeys & 18 metres except 6 storeys & 22 m when lot is fronting a Transit Supportive Corridor University Village Centre = 4 storeys & 18 m Black Mountain Village Centre = 6 storeys & 22 m The Ponds Village Centre = 4 storeys & 18 m	No additional height
UC1 (Downtown)	The areas are identified in Map 4.1 within the OCP (UC1 Downtown)				

Section 14.14 – Density and Height m = metres / m² = square metres					
Zones	**Min.** Density (if applicable) & **Max.** Base Density **FAR** [1, 7]	**Max.** Public Amenity & Streetscape Bonus **FAR**	**Max.** Rental or Affordable Housing Bonus **FAR**	**Max.** Base **Height** [1, 7]	**Max. Height** with Bonus **FAR**
	For areas identified as PARK = 0.5 FAR [9] For UC1a – Arena properties = 5.0 FAR [9] For areas identified as 3 storeys = 1.5 FAR [9] For areas identified as 6 storeys = 1.8 FAR [9] For areas identified as 12 storeys = 3.3 FAR [9] For areas identified as 20 storeys = 5.9 FAR [9] For areas identified as 26 storeys and up = 7.2 FAR [9] See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For UC1a – Arena properties = no bonus [3] For areas identified as 3 storeys = no bonus [3] For areas identified as 6 storeys = 0.25 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3] For areas identified as 20 storeys = 0.75 additional FAR [3] For areas identified as 26 storeys = 1.5 additional FAR [3] See additional rental sub-zone bonus	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For UC1a – Arena properties = 12 storeys & 44 m For areas identified as 3 storeys = 3 storeys & 12 m For areas identified as 6 storeys = 6 storeys & 22 m For areas identified as 12 storeys = 12 storeys & 44 m For areas identified as 20 storeys = 20 storeys & 73 m For areas identified as 26 storeys and up = 26 storeys & 95 m	For areas identified as PARK = No additional height For UC1a – Arena properties = No additional height For areas identified as 3 storeys = No additional height For areas identified as 6 storeys = No additional height For areas identified as 12 storeys = 3 additional storeys & 12 m [3] For areas identified as 20 storeys = 5 additional storeys & 19 m [3] For areas identified as 26 storeys = 14 additional storeys & 52 m [3]
UC2 (Capri / Landmark)	The areas are identified in Map 4.3 within the OCP (UC2 (Capri / Landmark)				
	For areas identified as PARK = 0.5 FAR [9] For areas identified as 3 storeys = 1.5 FAR [9] For areas identified as 4 storeys = 1.5 FAR [9] For areas identified as 6 storeys & UC2gg zoned lots = 1.8 FAR [9] For areas identified as 12 storeys = 3.3 FAR [9] For areas identified as 18 storeys = 4.9 FAR [9] For areas identified as 26 storeys = See CD26 Zone for details See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus For areas identified as 3 storeys = no bonus [3] For areas identified as 4 storeys = no bonus [3] For areas identified as 6 storeys & UC2gg zoned lots = 0.25 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3] For areas identified as 18 storeys = 0.7 additional FAR [3] For areas identified as 26 storeys = no bonus [3]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For areas identified as 3 storeys = 3 storeys & 12 m For areas identified as 4 storeys = 4 storeys & 18 m For areas identified as 6 storeys & UC2gg zoned lots = 6 storeys & 22 m For areas identified as 12 storeys = 12 storeys & 44 m For areas identified as 18 storeys = 18 storeys & 66 m For areas identified as 26 storeys = See CD26 Zone for details	For areas identified as PARK = No additional height For areas identified as 3 storeys = No additional height For areas identified as 4 storeys = No additional height For areas identified as 6 storeys & UC2gg zoned lots = No additional height For areas identified as 12 storeys = 3 additional storeys & 12 m [3] For areas identified as 18 storeys = 4 additional storeys & 16 m [3] For areas identified as 26 storeys = No bonus [3]
UC3 (Midtown)	The areas are identified in Map 4.9 within the OCP (UC3 Midtown)				

Section 14.14 – Density and Height m = metres / m² = square metres					
Zones	**Min.** Density (if applicable) & **Max.** Base Density **FAR** [1, 7]	**Max.** Public Amenity & Streetscape Bonus **FAR**	**Max.** Rental or Affordable Housing Bonus **FAR**	**Max.** Base **Height** [1, 7]	**Max. Height** with Bonus **FAR**
	For areas identified as PARK = 0.5 FAR [9] For areas identified as 6 storeys = 1.8 FAR [9] For areas identified as 12 storeys = 3.3 FAR [9] For areas identified as 18 storeys = 4.9 FAR [9] For site specific areas = See Section 14.15 Site Specific Parcels See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For areas identified as 6 storeys = 0.25 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3] For areas identified as 18 storeys = 0.5 additional FAR [3] For site specific areas = See Section 14.15 Site Specific Parcels [11]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10, 11]	For areas identified as PARK = 2 storeys For areas identified as 6 storeys = 6 storeys & 22 m For areas identified as 12 storeys = 12 storeys & 44 m For areas identified as 18 storeys = 18 storeys & 66 m For site specific areas = See Section 14.15 Site Specific Parcels	For areas identified as PARK = No additional height For Areas identified as 6 storeys = No additional height For areas identified as 12 storeys = 3 additional storeys & 12 m [3] For areas identified as 18 storeys = 4 additional storeys & 16 m [3] For site specific areas = See Section 14.15 Site Specific Parcels [11]
UC4 (Rutland)	The areas are identified in Map 4.7 within the OCP (UC4 Rutland)				
	For areas identified as PARK = 0.5 FAR [9] For areas identified as 4 storeys = 1.6 FAR [9] For areas identified as 6 storeys = 1.8 FAR [9] For areas identified as 12 storeys = 3.3 FAR [9] See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For areas identified as 4 storeys = 0.5 additional FAR [3] For areas identified as 6 storeys = 0.5 additional FAR [3] For areas identified as 12 storeys = 0.5 additional FAR [3]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For areas identified as 4 storeys = 4 storeys & 18 m For areas identified as 6 storeys = 6 storeys & 22 m For areas identified as 12 storeys = 12 storeys & 44 m	For areas identified as PARK = No additional height For areas identified as 4 storeys = 2 additional storeys & 8 m [3] For areas identified as 6 storeys = 3 additional storeys & 12 m [3] For areas identified as 12 storeys = 3 additional storeys & 12 m [3]
UC5 (Pandosy)	The areas are identified in Map 4.5 within the OCP (UC5 Pandosy)				
	For areas identified as PARK = 0.5 FAR [9] For areas identified as 3 storeys = 1.5 FAR [9] For areas identified as 4 storeys = 1.6 FAR [9] For areas identified as 6 storeys = 1.8 FAR [9] For areas identified as 8 storeys = 2.35 FAR [9] For areas identified as 14 storeys = 3.9 FAR [9] See Underground Parking Base FAR Adjustments [12]	For areas identified as PARK = no bonus [3] For areas identified as 3 storeys = no bonus [3] For areas identified as 4 storeys = 0.1 additional FAR [3] For areas identified as 6 storeys = 0.25 additional FAR [3] For areas identified as 8 storeys = 0.3 additional FAR [3] For areas identified as 14 storeys = 0.5 additional FAR [3]	An additional 0.3 FAR for rental only projects or affordable housing [3] For rental only projects or projects with affordable housing [3] that are 12 storeys and taller the FAR bonus rate is 0.05 FAR per storey [10]	For areas identified as PARK = 2 storeys For areas identified as 3 storeys = 3 storeys & 12 m For areas identified as 4 storeys = 4 storeys & 18 m For areas identified as 6 storeys = 6 storeys & 22 m For areas identified as 8 storeys = 8 storeys & 31 m For areas identified as 14 storeys = 14 storeys & 52 m	For areas identified as PARK = No additional height For areas identified as 3 storeys = No additional height For areas identified as 4 storeys = No additional height For areas identified as 6 storeys = 2 additional storeys & 8 m [3] For areas identified as 8 storeys = 3 additional storeys & 12 m [3] For areas identified as 14 storeys = No additional height

Section 14.14 – Density and Height m = metres / m² = square metres					
Zones	**Min.** Density (if applicable) & **Max.** Base Density FAR [.1, .7]	**Max.** Public Amenity & Streetscape Bonus FAR	**Max.** Rental or Affordable Housing Bonus FAR	**Max.** Base Height [.1, .7]	**Max.** Height with Bonus FAR
I1	1.2 FAR	n/a	n/a	3 storeys & 16.0 m	No additional height
I2	1.5 FAR [.8]	n/a	n/a	16.0 m [.7]	No additional height
I3	0.75 FAR	n/a	n/a	18.0 m, except 26.0 m for accessory structures	No additional height
I4	0.4 FAR	n/a	n/a	18.0 m, except 26.0 m for accessory structures	No additional height
P1	2.0 FAR	n/a	n/a	6 storeys & 22.0 m	No additional height
P2	1.0 FAR	n/a	n/a	3 storeys & 13.5 m	No additional height
P3	0.1 FAR	n/a	n/a	10.0 m	No additional height
P4	n/a	n/a	n/a	10.0 m, except 23.0 m for accessory structures	No additional height
P5	0.5 FAR	n/a	n/a	6 storeys & 22.0 m	No additional height
HD1	2.2 FAR	n/a	n/a	See Map 14.15.2 – HD1 height for max building heights	No additional height
HD2	1.4 FAR	An additional 0.25 FAR [.3]	An additional 0.3 FAR for rental only projects or affordable housing [.3]	2 storeys & 10.0 m storey for single detached housing 5 storeys & 16.5 m for apartment housing & health services	1 additional storey & 4 m [.3]
W1	n/a	n/a	n/a	n/a	No additional height
W2	n/a	n/a	n/a	10.0 m / 2 storeys	No additional height

FOOTNOTES (Section 14.14.):

[.1] When referencing maximum base FAR and maximum height regulations the "areas" referenced are the building height maps outline within the City of Kelowna's Official Community Plan.

[.2] The maximum height of 3 additional storeys & 12 metres only applies in situations where:

a) Lots are located fronting a collector or arterial road; &
b) Lots are within 400 m of transit stop; &
c) The abutting lots are not zoned RR1, RR2, RU1, RU2, RU3, RU4, or RU5.

[.3] The Public Amenity & Streetscape bonus density and additional height may apply if payment is made as per Section 6.8.2 Density Bonus. The Rental or Affordable Housing bonus density and additional height may apply if secured as described in Section 6.8.3 Density Bonus.

[.4] The maximum height for hotels is permitted to be 12 storeys & 39 m only in situations where:

a) lots are fronting a Provincial Highway; and
b) the abutting lots are not zoned RR1, RR2, RU1, RU2, RU3, RU4, or RU5; and
c) lots are within the Regional Commercial Corridor Future Land Use Designations as outlined in the OCP.

[.5] For the purpose of calculating minimum densities the amount of commercial area considered as a unit will be measured at 1 unit per 125 m² of commercial GFA.

Section 14.14 – Density and Height m = metres / m^2 = square metres					
Zones	**Min.** Density (if applicable) & **Max.** Base Density FAR [.1, .7]	**Max.** Public Amenity & Streetscape Bonus FAR	**Max.** Rental or Affordable Housing Bonus FAR	**Max.** Base Height [.1, .7]	**Max.** Height with Bonus FAR

[.6] The maximum height of 6 additional storeys & 22 m only applies in situations where:

a) Lots are located fronting a Transit Supportive Corridor &
b) Lots are within 400 m of transit stop; &
c) Lots are within 500 m of an Urban Centre; &
d) Lots must be fronting one of these roads: Clement Avenue, Gordon Drive, a Provincial Highway, Spall Road, Enterprise Way, or Springfield Drive.

[.7] Except the maximum base FAR and height may be different on an individual lot basis as identified in Section 14.15 Site Specific Regulations.

[.8] The maximum FAR is increased to 3.0 for lots fronting onto one of these streets: Bay Avenue, Brent Avenue, Clement Avenue, Crowley Avenue, Ellis Street, Ethel Street, Gaston Avenue, Gordon Drive, Guy Street, Laurel Avenue, Recreation Avenue, St. Paul Street, Trench Place, Vaughan Avenue, or Weddell Place.

[.9] The base FARs are derived from the base height regulation. Therefore, the base FARs remain constant even if an owner successfully applies for a Development Variance Permit or Board of Variance order to the base heights.

[.10] For example: a 12 storey rental project would have a 0.6 FAR bonus and a 26 storey rental project would 1.3 FAR bonus.

[.11] These parcels identified in Map 14.15.1 do not qualify for any density or height bonusing except the rental bonusing provisions.

[.12] If eighty percent (80%) of the parking provided on-site is located underground (below finished grade) then the base FAR is increased by 0.25 FAR.

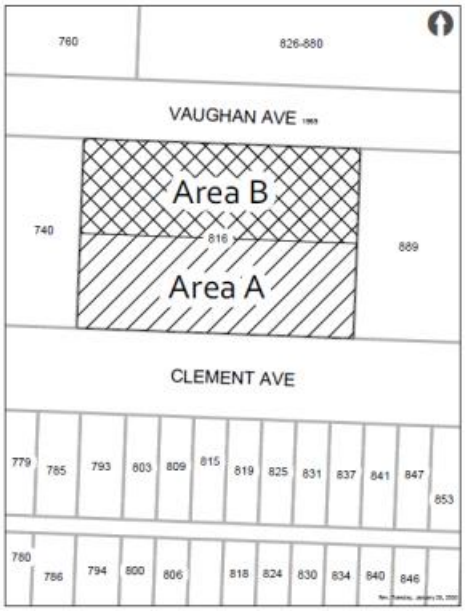
14.15 Site Specific Regulations

Section 14.15 - Site Specific Regulations Uses and regulations apply on a site-specific basis as follows:			
	Legal Description	Civic Address	Regulation
1.	Lot 2 Section 30 Township 26 ODYD Plan 23753	760 Vaughan Ave, Kelowna, BC	To permit: • Offices • Professional Services • Retail • Liquor Primary Establishment (no floor area restriction) • Cultural and Recreation Services as permitted Principal Uses in addition to those land uses permitted in Section 14.9. • Maximum building height of 18 metres.
2.	Lot B Section 30 Township 26 ODYD Plan EPP83554 (Area A)	810 Clement Ave, Kelowna, BC	To permit: • Offices; • Retail • Personal Service Establishment • Education Services as permitted Secondary Uses within Area 'A' shown in Map 14.15a in addition to those land uses permitted in Section 14.9
3.	Lot B Section 30 Township 26 ODYD Plan EPP83554 (Area B)	815 Vaughan Ave, Kelowna, BC	To permit: • Offices • Professional Services • Health Services • Personal Service Establishment • Retail • Liquor Primary Establishment • Education Services as permitted Principal Uses within Area 'B' shown in Map 14.15a in addition to those land uses permitted in Section 14.9.
4.	Lot A Section 30 Township 26 ODYD, Plan KAP75328, Except Plan KAP87231	1171-1199 Gordon Drive, Kelowna, BC	To permit retail as a permitted principal use addition to those land uses permitted in Section 14.9.
5.	Lot A, Section 1 & 12, Township 25, Plan EPP92691	3838 Capozzi Rd	The maximum permitted height is 15 storeys and 50 metres.
6.	Lot 1, District Lot 134, Plan EPP 41204	3773-3795 Lakeshore Rd	The maximum permitted height is 18 storeys and 60 metres.

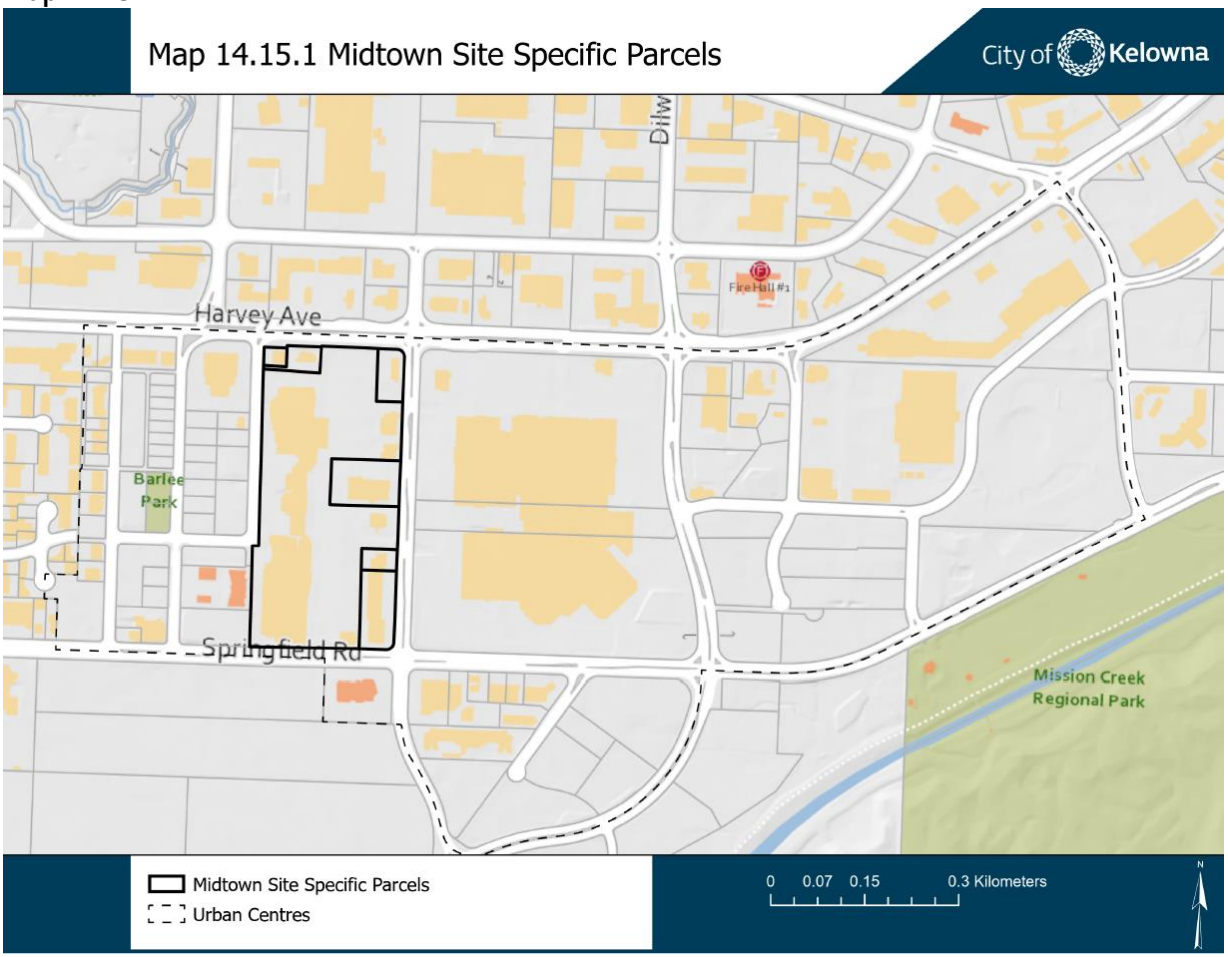
Section 14.15 - Site Specific Regulations Uses and regulations apply on a site-specific basis as follows:			
	Legal Description	Civic Address	Regulation
7.	Lot A, Section 30, Township 26, ODYD, Plan 18927	907 Ethel Street	To permit: • Apartment Housing • Offices as a permitted principal Use in addition to those land uses permitted in Section 14.9
8.	Lot A, Section 1, Township 25, ODYD, Plan EPP92691	3838 Capozzi Road (Aqua Project)	To permit: • short-term rental accommodation as a principal Use in addition to those land uses permitted in Section 14.9
9.	Multiple Legal Descriptions	Lots shown on Map 14.15 .3 (with the current civic addresses as: 1075-1160 Sunset Drive).	To permit: • short-term rental accommodation as a principal Use in addition to those land uses permitted in Section 14.9. Except, the short-term rental accommodation must maintain at least 6 months a year of long-term residential use. For example, the 6 months long term residency could be owner occupied or monthly rentals.

Section 14.15 - Site Specific Regulations - Midtown Uses and regulations apply on a site-specific basis as follows:			
	Legal Description	Civic Address	Regulation
10.	Lot 1, District Lot 127, Land District 41, Plan KAP31861	2061 Harvey Ave	See Map 14.15.1 to visual identify affected parcels. The maximum FAR is 1.5 The maximum permitted height is 4 storeys and 15 metres, except for Apartment Housing and Hotels the maximum permitted height is 12 storeys and 37 metres.
	Lot A, District Lot 127, Land District 41, Plan KAP55164	2071 Harvey Ave	
	Lot 1, District Lot 127, Plan 31862	2091 Harvey Ave	
	Lot A, District Lot 127, Plan KAP48113	1840-1920 Cooper Rd	
	Lot B, District Lot 127, Land District 41, Plan KAP29104	1890 Cooper Rd	
	Lot 2, District Lot 127, Plan KAP30502	1950 Cooper Rd	
	Lot 3, District Lot 127, Land District 41, Plan KAP30502	1980 - 1990 Cooper Rd	

Map 14.15a – 810 Clement Ave (Area A) & 815 Vaughan Ave (Area B)



Map 14.15.1



Map 14.15.2 – HD1 Height Map

Map 14.15.3: Properties with Site Specific Short-Term Rental Accommodation regulations

Section 14 – Core Area and Other Zones

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

SECTION 15 – Comprehensive Development Zones

15.1 Comprehensive Development Purpose

15.1.1 The purpose is to provide a zone which will allow for the creation of comprehensive site specific land use regulations on a specific site within the City where the circumstances are such that control by other zones would be inappropriate or inadequate, having regard to existing or future surrounding developments and to the interest of the applicant and the public.

15.2 CD12 - Airport

Section 15.2.1 - Zone Purpose	
Zones	Purpose
CD12 – Airport	The purpose is to provide a zone for the orderly operation of an airport and the development of properties surrounding the airport.

Section 15.2.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD12 – Airport	n/a	n/a

Section 15.2.3 – CD12 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Accessory Buildings or Structures	S
Agriculture, Urban	S
Airports	P
Aircraft sales/rentals	P
Animal Clinics, Minor	P
Automotive and Equipment	P
Bulk Fuel Depot	P
Child Care Centre, Major	S
Commercial Storage	P
Education Services	P
Exhibition and Convention Facilities	P
Fleet Services	P
Professional Services	P
Food Primary Establishment	S [.1]
Gas Bars	P

Section 15.2.3 – CD12 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
	(The gas bar is only permitted if an alternative fuel infrastructure is also available on the same lot)
General Industrial Use	P
Hotels / Motels	P
Liquor Primary Establishment	S .1
Non-Accessory Parking	P
Offices	P
Outdoor Storage	P
Retail	P .2
FOOTNOTES (Section 15.2.3): .1 Liquor primary establishments must hold a Liquor Primary Licence. .2 Retail liquor stores shall not shall not have a gross floor area of greater than 186 m².	

Section 15.2.4 – CD12 Subdivision Regulations m = metres / m² = square metres	
Min. Lot Width	30 m
Min. Lot Area	1,000 m²
Min. Lot Depth	30 m
FOOTNOTES (Section 15.2.4.):	

Section 15.2.5 – CD12 Development Regulations m = metres	
Max. FAR	0.65 .1
Max. Height	(a) The maximum height for all uses is subject to federal and provincial regulations for airports (b) There is no zoning maximum height limit for airport uses. (c) The maximum height for non-airport uses is the lesser of 9.0 m or 2 storeys, except that it may be increased to the less of 12.0 m or 3 storeys where the maximum site coverage including driveways and parking areas does not exceed 50%.

Section 15.2.5 – CD12 Development Regulations m = metres	
Max. Site Coverage of all Buildings	60% [.1]
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	85% [.1]
Min. Front Yard & Flanking Side Yard for all Buildings	3.0 m
Min. Side Yard setback for all Buildings	4.5 m
Min. Rear Yard setback for all Buildings	3.0 m
FOOTNOTES (Section 15.2.5.): [.1] For airport uses the maximum floor area ratio, site coverage, and impermeable surfaces does not apply.	

15.3 CD17 – High Density Mixed Use Commercial

Section 15.3.1 - Zone Purpose	
Zones	Purpose
CD17 – High Density Mixed Use Commercial	The purpose is to provide a zone for existing large scale mixed-use commercial / residential developments in the Core Area but outside Urban Centres. This zone is intended to capture lots that have already been constructed prior to the adoption of this bylaw in which the densities and scale of development is generally beyond those recommended by policies outlined in the 2040 Official Community Plan.

Section 15.3.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD17 – High Density Mixed Use Commercial	CD17 – High Density Mixed Use Commercial (rcs) – Retail Cannabis Sales	The purpose is to provide a sub-zone that restricts where Retail Cannabis Sales can operate.

Section 15.3.3 – CD17 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Accessory Buildings or Structures	S
Apartment Housing	P
Agriculture, Urban	S
Child Care Centre, Major	S
Child Care Centre, Minor	S
Cultural and Recreation Services	S
Education Services	P
Food Primary Establishment	S .1
Home-Based Business, Minor	S
Hotels / Motels	P
Health Services	S .1
Liquor Primary Establishment	S .1
Non-Accessory Parking	P

Section 15.3.3 – CD17 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Offices	P
Professional Services	S [.1]
Participant Recreation Services, Indoor	S
Personal Service Establishments	S [.1]
Retail	S [.1]
Short-Term Rental Accommodations	S
Stacked Townhouses	P [.2]
Townhouses	P [.2]

FOOTNOTES (Section 15.3.3):

[.1] Commercial land uses are not permitted above the first storey.

[.2] Townhouses and/or stacked townhouses are only permitted if the majority of the residential dwelling units are in the form of apartment housing.

Section 15.3.4 – CD17 Subdivision Regulations m = metres / m² = square metres	
Min. Lot Width	30.0 m
Min. Lot Area	1,700 m^2
Min. Lot Depth	35.0 m

FOOTNOTES (Section 15.4.):

Section 15.3.5 – CD17 Development Regulations m = metres / m² = square metres	
Max. FAR	2.0
Max. Height	16 storeys and 55.0 m
Max. Site Coverage of all Buildings	65%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	85%
Min. Front Yard & Flanking Side Yard setback for Ground-Oriented units	2.0 m
Min. Front Yard & Flanking Side Yard setback for all Buildings	6.0 m [.2]
Min. Side Yard setback for all Buildings	4.5 m
Min. Rear Yard setback for all Buildings	7.0 m except 4.5 m from a rear lane [.1] and 4.5 m for accessory buildings and structures
Min. Common and Private Amenity Space	7.5 m² per bachelor dwelling unit 15.0 m² per 1-bedroom dwelling unit 25 m² per dwelling unit with more than 1-bedroom [.3]
Tall building regulations	For tower and podium regulations See Section 9.11.
Vehicular access	Where a lot has access to a lane, vehicular access is only permitted from the lane. If a lot does not have access to a lane then access will come from the street according to the City of Kelowna's Subdivision and Servicing Bylaw 7900.

FOOTNOTES (Section 15.3.5.):

[.1] For portions of a parkade with lane access which do not project more than 2.3 m above finished grade, the rear yard setback is 1.5 m.

[.2] The setback for a garage, a carport, or a parkade door that has direct access to the street shall have a 6 m setback measured from back-of-curb or edge of road pavement, or edge of sidewalk or 4.5 m from lot line (whichever is greater).

[.3] Common and private amenity space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of common and private amenity space dedicated to child care spaces cannot be more than 50% of the total space required.

15.4 CD18 – McKinley Beach Resort

Section 15.4.1 - Zone Purpose	
Zones	Purpose
CD18 – McKinley Beach Resort	The purpose is to provide a zone for the development of a comprehensively planned multifaceted destination community having a variety of commercial and accommodation uses organized around a central lifestyle village.

Section 15.4.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD18 – McKinley Beach Resort	n/a	n/a

Section 15.4.3 – CD18 Permitted Land Uses				
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	AREA I Village Centre .4	AREA II Winery and Resort Accommodation .4	AREA III Hillside Resort Accommodation .4	AREA IV Waterfront Resort Accommodations .4
Accessory Buildings or Structures	S	S	S	S
Alcohol Production Facility	-	P	-	-
Apartment Housing	P	P	P	P
Agriculture, Urban	P	P	-	P
Boat Storage	P	-	-	S
Child Care Centre, Major	P	-	-	-
Cultural and Recreation Services	P	S	-	-
Education Services	P	-	-	-
Emergency and Protective Services	P	-	-	-
Exhibition and Convention Facilities	P	-	-	-
Food Primary Establishment	P	P	-	P

Section 15.4.3 – CD18 Permitted Land Uses				
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	AREA I Village Centre .4	AREA II Winery and Resort Accommodation .4	AREA III Hillside Resort Accommodation .4	AREA IV Waterfront Resort Accommodations .4
Health Services	P	S	S	-
Home Based Business, Minor	-	-	S	S
Hotels / Motels	P	P	P	P
Liquor Primary Establishments	P .1	P .1	-	P .1
Marinas	-	-	-	P .3
Non-Accessory Parking	P	-	-	-
Offices	P .6	-	-	-
Parks	P	-	-	P
Participant Recreation Services, Indoor	S	S	-	-
Participant Recreation Services, Outdoor	S	-	-	-
Personal Service Establishments	P	-	-	-
Professional Services	P .6	-	-	-
Recycled Materials Drop-Off Centre	S	-	-	-
Religious Assemblies	P	-	-	-
Residential Security / Operator Unit	S	S	S	S
Retail	P .7	P .2, .7	-	P .2, .7
Secondary Suites	S .5	S .5	S .5	S .5
Semi-Detached Housing	P .5	P .5	P .5	P .5
Short-Term Rental Accommodations	S	S	S	S
Single Detached Housing	P .5	P .5	P .5	P .5

Section 15.4.3 – CD18 Permitted Land Uses				
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)			
	AREA I Village Centre [.4]	AREA II Winery and Resort Accommodation [.4]	AREA III Hillside Resort Accommodation [.4]	AREA IV Waterfront Resort Accommodations [.4]
Townhouses	P [.5]	P [.5]	P [.5]	P [.5]

FOOTNOTES (Section 15.4.3.):

[.1] The maximum capacity for liquor primary establishments is 100 persons.

[.2] The retail use shall be limited to 235 m^2 gross floor area.

[.3] This use includes any marine equipment rentals.

[.4] The principal and secondary uses in this zone vary in accordance with the key resort elements identified in the Vintage Landing Area Structure Plan. This zone has been organized into (4) four distinctive areas as illustrated on Map A. Each area will have its own principal and secondary uses as per this table.

[.5] Resort accommodations which allow for short-term stays is made up of two types:
Type A:
Attached apartment housing, hotel, motel units or townhouses units (units in buildings exceeding 4 units with common amenities) – maximum area of 150 m^2 per unit net floor area.
Type B:
Single detached housing with or without secondary suites, semi-detached housing, townhouses with four dwelling units or less, with amenities that may be in separate buildings. The maximum gross floor area is 350 m^2 per unit (excluding garages). The main floor footprint (excluding garage) may not exceed 175 m^2 per dwelling unit (excluding garages). Type B dwelling units must be served by a common on-site or off-site reservation centre(s).

[.6] The maximum gross floor area of all office and professional service uses is 5,000 m^2 within the CD18 zone. The maximum office and professional service uses in any one building is 2,000 m^2 gross floor area. The maximum size of any individual office or professional service tenancy shall not exceed 500 m^2 gross floor area.

[.7] The maximum area for any one individual retail tenancy in Area I is 5,500 m^2. The maximum area for any one individual retail tenancy in Areas II, III, IV is 400 m^2.

Section 15.4.4 – CD18 Subdivision Regulations m = metres / m² = square metres					
Criteria		Zones			
		Area I Village Centre	AREA II Winery and Resort Accommodation	AREA III Hillside Resort Accommodation	AREA IV Waterfront Resort Accommodations
Minimum Lot Width		n/a	n/a	n/a	n/a
Minimum Lot Depth		n/a	n/a	n/a	n/a
Minimum Lot Area	No Sewer	n/a	n/a	n/a	n/a
	Sewer	n/a	n/a	n/a	n/a

Section 15.4.5 – CD18 Development Regulations m = metres / m² = square metres				
Uses	AREA I Village Centre	AREA II Winery and Resort Accommodation	AREA III Hillside Resort Accommodation	AREA IV Waterfront Resort Accommodations
Max. Density [.1]	The total density for the CD18 Zone shall not exceed 271,500 m² gross floor area. [.1] The maximum number of overall dwelling units for the CD18 Zone is 1300. [.1] The maximum gross floor area of all commercial uses is 15,000 m² for the CD18 Zone. [.1]			
Max. Height	9 storeys & 38.25 m [.3]	6 storeys & 29.5 m [.4]	3 storeys & 11.5 m [.2]	6 storeys & 29.5 m [.4]
Min. Front Yard and Flanking Yard Setback	0.0 m	0.0 m	0.0 m	0.0 m
Min. Front Yard and Flanking Yard Setback for any attached or detached garage or carport	0.0 m	0.0 m	0.0 m	0.0 m
Min. Side Yard Setback	0.0 m	0.0 m	0.0 m	0.0 m
Min. Rear Yard Setback	0.0 m	0.0 m	0.0 m	0.0 m
Min. Rear Yard Setback on Wide Lots	0.0 m	0.0 m	0.0 m	0.0 m
Min. Setback between Principal Buildings	0.0 m	0.0 m	0.0 m	0.0 m
Min. Setback from the CD Zone boundary	10 m [.5]	10 m [.5]	10 m [.5]	10 m [.5]

Section 15.4.5 – CD18 Development Regulations m = metres / m² = square metres				
Uses	AREA I Village Centre	AREA II Winery and Resort Accommodation	AREA III Hillside Resort Accommodation	AREA IV Waterfront Resort Accommodations
Signage	Signage for Areas I and II shall be regulated as if it were a Local Commercial zone as identified within the Sign Bylaw 11530.		Signage for Area III shall be regulated as if it were a Public and Institutional zone as identified within the Sign Bylaw 11530.	

FOOTNOTES (Section 15.4.5.):

.1 The density in the CD18 zone will be controlled in the form of a 219 Covenant registered on the remainder parcel(s), which will indicate a remainder buildable area equal to the total site density (271,500 m^2) minus the already approved buildable area. The registered 219 Covenant will be amended, to reflect the remaining buildable area, as a condition of issuance of every development permit and as a condition of every subdivision approval. The approved buildable area will be determined by the:

(a) buildable area approved through all form & character development permits within the CD18 Areas, and

(b) for those lots not requiring a form & character Development Permit it will be through the subdivision approval process based on a calculation of 350 m^2 per unit. *For example: if there are 10 lots being approved and eight of those lots are for single detached housing and two of the lots are for semi-detached housing the calculation used to determine the buildable area would be 12x350 m^2 = 4,200 m^2.*

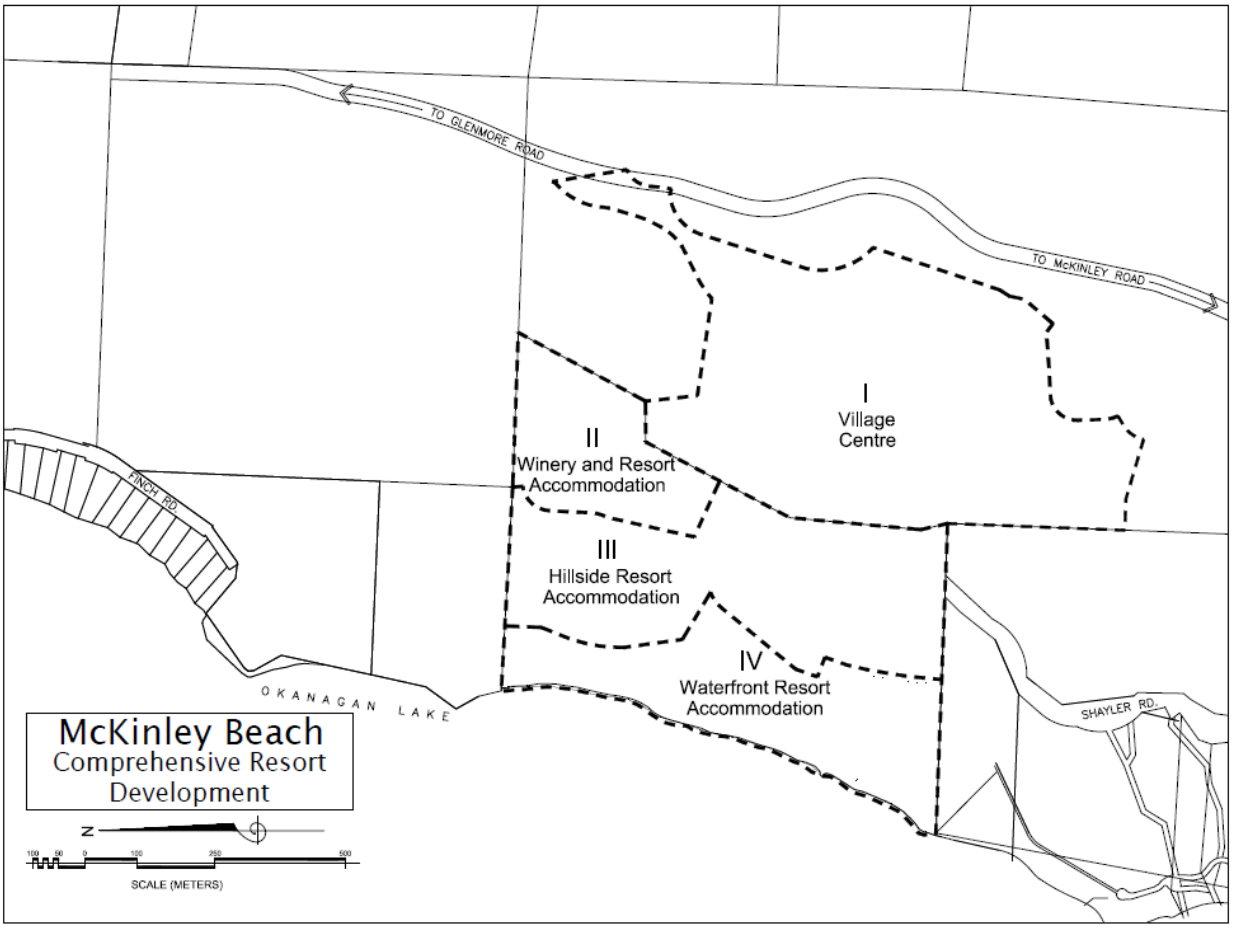
.2 The height measurements begin from the deck elevation. Supportive deck structures cannot exceed 7.0 m in height.

.3 Any building or structure in area I that exceed 6 storeys then any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.

.4 Any building or structure in Areas II and IV that exceed 4 storeys then any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.

.5 Except the setback shall be 1.5 m to the CD Zone boundary when that boundary is fronting the Okanagan Lake Riparian Management Area or any park areas.

CD18 -McKinley Beach Comprehensive Resort Development
Map A



Section 15 – Comprehensive Development Zones

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

15.5 CD20 – University

Section 15.5.1 - Zone Purpose	
Zones	Purpose
CD20 - University	The purpose of this zone is to allow the full range of academic, research and miscellaneous supporting land-uses essential to a leading-edge university program and campus.

Section 15.5.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD20 - University	n/a	n/a

Section 15.5.3 – CD20 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Any University Related Services	P
Agriculture, Urban	S
Apartment Housing	P
Child Care Centre, Major	S
Cultural and Recreation Services	P
Education Services	P
Emergency and Protective Services	P
Food Primary Establishments	S
General Industrial Use	P
Greenhouses and Plant Nurseries	S
Health Services	S
Hotels / Motels	S
Liquor Primary Establishment	S
Non-Accessory Parking	S

Section 15.5.3 – CD20 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Offices	P
Parks	P
Participant Recreation Services, Indoor	P
Participant Recreation Services, Outdoor	P
Personal Service Establishments	P
Professional Services	P
Recycled Materials Drop-Off Centre	P
Religious Assemblies	S
Retail	S
Short-Term Rental Accommodations	S
Stacked Townhouses	P
Townhouses	P
FOOTNOTES (Section 15.5.3):	

Section 15.5.4 – CD20 Subdivision Regulations	
Min. Lot Width	18.0 m
Min. Lot Area	660 m^2
Min. Lot Depth	30.0 m
FOOTNOTES (Section 15.5.4.):	

Section 15.5.5 – CD20 Development Regulations m = metres	
Max. FAR	1.5 FAR
Max. Height	10 storeys and 45 m
Max. Site Coverage of all Buildings	40%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	60%
Min. Setbacks	6.0 m from all external campus borders, except 0.0 m setback shall be permitted on internal campus lot lines.
FOOTNOTES (Section 15.5.5.):	

15.6 CD22 – Central Green

Section 15.6.1 - Zone Purpose	
Zones	Purpose
CD22 – Central Green	The purpose of this Central Green Comprehensive Development Zone is to provide for the integrated design of a comprehensive development of the Central Green Lands as a low environmental impact mixed use development.

Section 15.6.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD22 – Central Green	n/a	n/a

Section 15.6.3 – CD22 Permitted Land Uses						
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)					
	Sub-Areas A & B [.2]	Sub-Areas C & G [.2]	Sub-Areas D [.2]	Sub-Areas E & F [.2]	Sub-Areas H [.2]	Sub-Areas I [.2]
Accessory Buildings or Structures	S	S	S	S	S	S
Apartment Housing	P	P	P	P	P	-
Agriculture, Urban	P	P	P	P	P	P
Animal Clinics, Minor	S	-	-	-	-	-
Boarding or Lodging Houses	-	P	P	P	P	-
Child Care Centre, Major	S	S	S	S	S	S
Cultural and Recreation Services	S	S	S	S	S	-
Education Services	S	-	-	-	-	-
Food Primary Establishment	S	-	-	-	-	S
Health Services	S	-	-	-	-	-
Home Based Business, Minor	S	S	S	S	S	-
Liquor Primary Establishments	S [.1]	-	-	-	-	S [.1]

Section 15.6.3 – CD22 Permitted Land Uses						
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)					
	Sub-Areas A & B [.2]	Sub-Areas C & G [.2]	Sub-Areas D [.2]	Sub-Areas E & F [.2]	Sub-Areas H [.2]	Sub-Areas I [.2]
Offices	S	-	-	-	-	-
Parks	-	-	-	-	-	P
Participant Recreation Services, Indoor	S	-	-	-	-	S
Participant Recreation Services, Outdoor	-	-	-	-	-	P
Personal Service Establishments	S	-	-	-	-	-
Professional Services	S	-	-	-	-	-
Religious Assemblies	S	-	-	-	-	-
Residential Security / Operator Unit	S	-	-	-	-	S
Retail	P	-	-	-	-	S
Short-Term Rental Accommodations	S	S	S	S	S	S
Stacked Townhouses	P	P	P	P	P	-
Townhouses	P	P	P	P	P	-

FOOTNOTES (Section 15.6.3.):

[.1] The maximum capacity for liquor primary establishments is 100 persons. Liquor primary establishments must hold a Liquor Primary Licence.

[.2] This zone has been organized into nine (9) sub-areas as illustrated on Map 15.6. Each area will have its own principal and secondary uses as per this table.

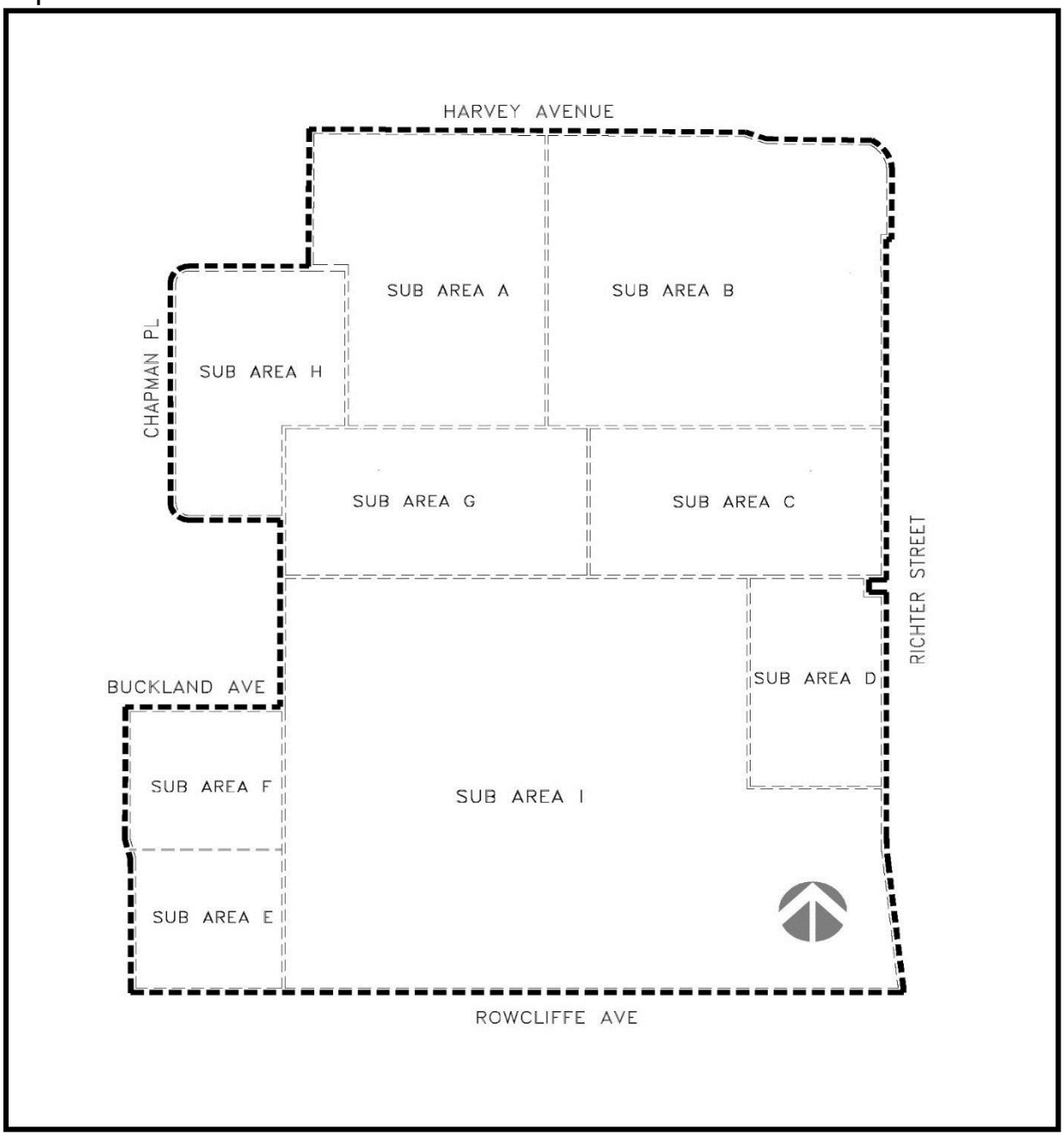
Section 15.6.4 – CD22 Subdivision Regulations m = metres / m² = square metres						
Criteria	Zones					
	Sub-Areas A & B	Sub-Areas C & G	Sub-Areas D	Sub-Areas E & F	Sub-Areas H	Sub-Areas I
Min. Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Min. Lot Depth	n/a	n/a	n/a	n/a	n/a	n/a
Min. Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Min. number of Lots	Four	Two [.1]	One [.1]	Two [.1]	One [.1]	One [.1]

FOOTNOTES (Section 15.6.4.):
[.1] Any lots are created, shall have the area, size and shape of the corresponding CD22 Central Green sub-areas as shown on Map 15.6.

Section 15.6.5 – CD22 Development Regulations m = metres / m² = square metres						
Criteria	Zone Sub-Areas					
	Sub-Areas A & B	Sub-Areas C & G	Sub-Areas D	Sub-Areas E & F	Sub-Areas H	Sub-Areas I
Max. Density	4.0 FAR	2.0 FAR	2.0 FAR	1.0 FAR [.5]	1.7 FAR [.6]	0.1 FAR [.7]
Max. Height	72 m	16.5 m & 4 storeys	16.5 m & 4 storeys	12 m & 3 storeys	16.5 m & 4 storeys	10.0 m
Max. Site Coverage of all Buildings	50% [.1]	50% [.1]	50%	40%	50%	n/a
Min. Front Yard and Flanking Side Yard Setback	0.0m [.2]	3.0 m	3.0 m	3.0 m	3.0 m	4.5 m
Min. Side Yard Setback	3.0 m [.3]	3.0 m [.3]	3.0 m	3.0 m	3.0 m	3.0 m
Min. Rear Yard Setback	3.0 m [.3, .4]	7.0 m [.3, .4]	3.0 m	3.0 m	3.0 m	3.0 m

FOOTNOTES (Section 15.6.5.):
[.1] Parking structures above finished grade and surfaced with landscaping or useable open space shall not be included in the calculation of site coverage.
[.2] The front yard is considered Harvey Avenue. The flanking side yard is considered Richter Street.
[.3] The setbacks exclude the parking structure.
[.4] The parking structures must have a 0.0 m rear yard setback and the parking structure within sub-areas A & B must be coordinated with of sub-areas C & G to ensure a contiguous public open space is created above the parking structures.
[.5] If sub-areas E & F are subdivided into two lots then the maximum gross floor area is 2,250 m² per lot. If sub-areas E & F remains as one lot then the maximum gross floor area is 4,500 m².
[.6] The maximum gross floor area in sub-areas H is 6,000 m².
[.7] The maximum gross floor area for retail use in sub-areas I is 235 m².

Map 15.6 - CD22 Sub-Areas



Section 15 – Comprehensive Development Zones

Definitions / General Rules / Site Layout / Parking / Min Parking Table / Min Bicycle Table / Specific Uses / CD Zones													
Agriculture & Rural Zones			Single & Two Dwelling Zones			Multi-Dwelling Zones			Core Area and Other Zones				
Uses	A1 Regs	Regs	Uses	Sub	Regs	Uses	Regs	Density	Uses	Regs	Ind	Health	Density

15.7 CD26 – Capri Centre

Section 15.7.1 - Zone Purpose	
Zones	Purpose
CD26 – Capri Centre	The purpose is to provide the framework for the existing uses and for the re - development and use of the Capri Centre in stages, over time, with a mixture of commercial and residential uses that serve more than one neighbourhood.

Section 15.7.2 – Sub-Zone Purposes		
Zones	Sub-Zone	Purpose
CD26 – Capri Centre	n/a	n/a

Section 15.7.3 – CD26 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Accessory Buildings or Structures	P
Apartment Housing	P
Agriculture, Urban	P
Animal Clinics, Minor	P
Boarding or Lodging Houses	P
Child Care Centre, Major	P
Child Care Centre, Minor	S
Cultural Recreation Services	P
Education Services	P
Emergency and Protective Services	P
Food Primary Establishment	P
Gas Bars	P [.1]
Health Services	P
Home Based Business, Minor	S

Section 15.7.3 – CD26 Permitted Land Uses	
Uses	('P' Principal Use, 'S' Secondary Use, '-' Not Permitted)
Hotels	P
Liquor Primary Establishments	P
Offices	P
Participant Recreation Services, Indoor	P
Personal Service Establishments	P
Professional Services	P
Religious Assemblies	P
Recycled Materials Drop-Off Centre	S
Retail	P
Short-Term Rental Accommodations	S
Spectator Sports Establishments	P
Stacked Townhouses	P
Temporary Shelter Services	P
Townhouses	P
FOOTNOTES (Section 15.7.3): [1] The gas bar is only permitted if an alternative fuel infrastructure is also available on the same lot.	

Section 15.7.4 – CD26 Subdivision Regulations m = metres	
Min. Lot Width	13.0 m
Min. Lot Area	460 m^2
Min. Lot Depth	30.0 m
FOOTNOTES (Section 15.7.4.):	

Section 15.7.5 – CD26 Development Regulations m = metres / m² = square metres	
Max. FAR	2.6 FAR [1]
Max. Height	Height requirements are as indicated in Figure 15.7.5 and as described below: (a) in the area located within 40 m of the lot line abutting Harvey Avenue and in all areas east of Capri Street the maximum height of all buildings and structures shall be 6 storeys or 22 m. (b) in the area located beyond 40 m of Harvey Avenue the maximum height of all buildings and structures shall be 22 storeys or 70 metres with except one building or structure shall be a maximum of 26 storeys or 82 m as described in in the area located beyond 40 m of Harvey Avenue the maximum height of one landmark building or structure shall be 26 storeys or 82 m.
Max. Site Coverage of all Buildings	75%
Max. Site Coverage of all Buildings, Structures, and Impermeable Surfaces	100%
Min. Commercial Area	18,581 m² (200,000 ft²) net floor area [2]
Min. Common and Private Amenity Space	7.5 m² per bachelor dwelling unit 15.0 m² per 1-bedroom dwelling unit 25 m² per dwelling unit with more than 1-bedroom [4]
Min. Public Open Space	1.5 acres of publicly accessible open space shall be provided
Min. Balconies	A minimum of 75% of the dwelling units (that are not ground-oriented) shall have a balcony. The minimum balcony area is 5% of the dwelling unit size.
Min. and **Max.** Commercial or Residential Floor Area based on Fronting Street Type	Any building fronting onto Gordon Drive or Harvey Avenue shall provide ground-floor commercial units, which must occupy a minimum of 90% of the street frontages. Access driveways or other portions of the street frontage not used as a building will not be considered for the purpose of this calculation. Any combination of commercial and residential uses is permitted above the ground-floor units. Any building fronting onto Capri Street or Sutherland Avenue can provide any combination of commercial and residential uses at the ground floor and above.
Tall Building Regulations	For tower and podium regulations refer to Section 9.11 Tall Building Regulations.

Section 15.7.5 – CD26 Development Regulations m = metres / m^2 = square metres	
Min. Amenities [3]	Within Amenity Area A (See Figure 15.7.6): (a) one north-south pathway linkage extending from Harvey Road to the north face of the existing hotel; (b) an additional north-south pathway linkage located approximately near the bus station extending from Harvey Avenue to an internal drive aisle; (c) a surface parking area that includes landscape elements, trees, and electric hook-ups for occasional events; (d) all surface treatments pertaining to drive aisles, sidewalks, and landscape areas. Within Amenity Area B (See Figure 15.7.6): (a) one north-south pathway linkage extending the full length of amenity area B, ensuring that the site is accessible for pedestrians and cyclists and connects the private drive aisle with Harvey Road; (b) all surface treatments pertaining to private drive aisles, sidewalks, and landscape areas. Within Amenity Area C (See Figure 15.7.6): (a) all surface treatments pertaining to private drive aisles, sidewalks, and landscape areas. Within Amenity Area D (See Figure 15.7.6): (a) one publicly accessible open space that is flanked on at least one side by an internal drive aisle for a distance no less than 20 m and has an area of 5,000 m^2 and includes an outdoor ice surface that is convertible to other uses outside of winter. (b) in addition to the accessible open space identified in 1.11(h), one publicly accessible open space that is flanked on at least one side by an internal drive aisle or public street for a distance no less than 20 m and has an area of 1,250 m^2. (c) two pathway linkages, ensuring that the site is accessible for pedestrians and cyclists and connects well with the surrounding community. (d) all surface treatments pertaining to drive aisles, sidewalks, and landscape areas.

Section 15.7.5 – CD26 Development Regulations m = metres / m² = square metres	
	Within Amenity Area E (See Figure 15.7.6): (a) none.
Min. Setbacks	(a) the minimum setback to Harvey Road is 4.5 m. (b) the minimum setback to Gordon Drive for all buildings or portions of the building located within 40 m of Harvey Avenue is 0.0 m. (c) the minimum setback to Gordon Drive for all buildings or portions of the building located beyond 40 m of Harvey Avenue is 3.0 m, excluding decks and patios. (d) the minimum setback to Capri Street for all buildings or portions of the building located within 40 m of Harvey Avenue is 0.0 m. (e) the minimum setback to Capri Street for all buildings or portions of the building located beyond 40 m of Harvey Avenue is 3.0 m, excluding decks and patios. (f) the minimum setback to Sutherland Drive is 3.0 m, excluding decks and patios. (g) all portions of buildings above 6 storeys shall be setback a minimum of 6 m from Gordon Drive, Sutherland Avenue, and Capri Street. (h) the minimum setback to lands abutting the Capri Centre Lands is 7.5 m.

FOOTNOTES (Section 15.7.5.):

.1 The maximum built area of buildings in the CD26 zone is 205,807 m² (2,215,287 ft²).

.2 The minimum commercial area is to be calculated by combining the total commercial area constructed plus commercial area under approved permit.

.3 The amenities shall be phased and provided concurrent with substantial new construction in a development stage and will be secured via Statutory Right of Way being registered on title securing public access and amenities.

.4 Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.

Figure 15.7.5 - Height

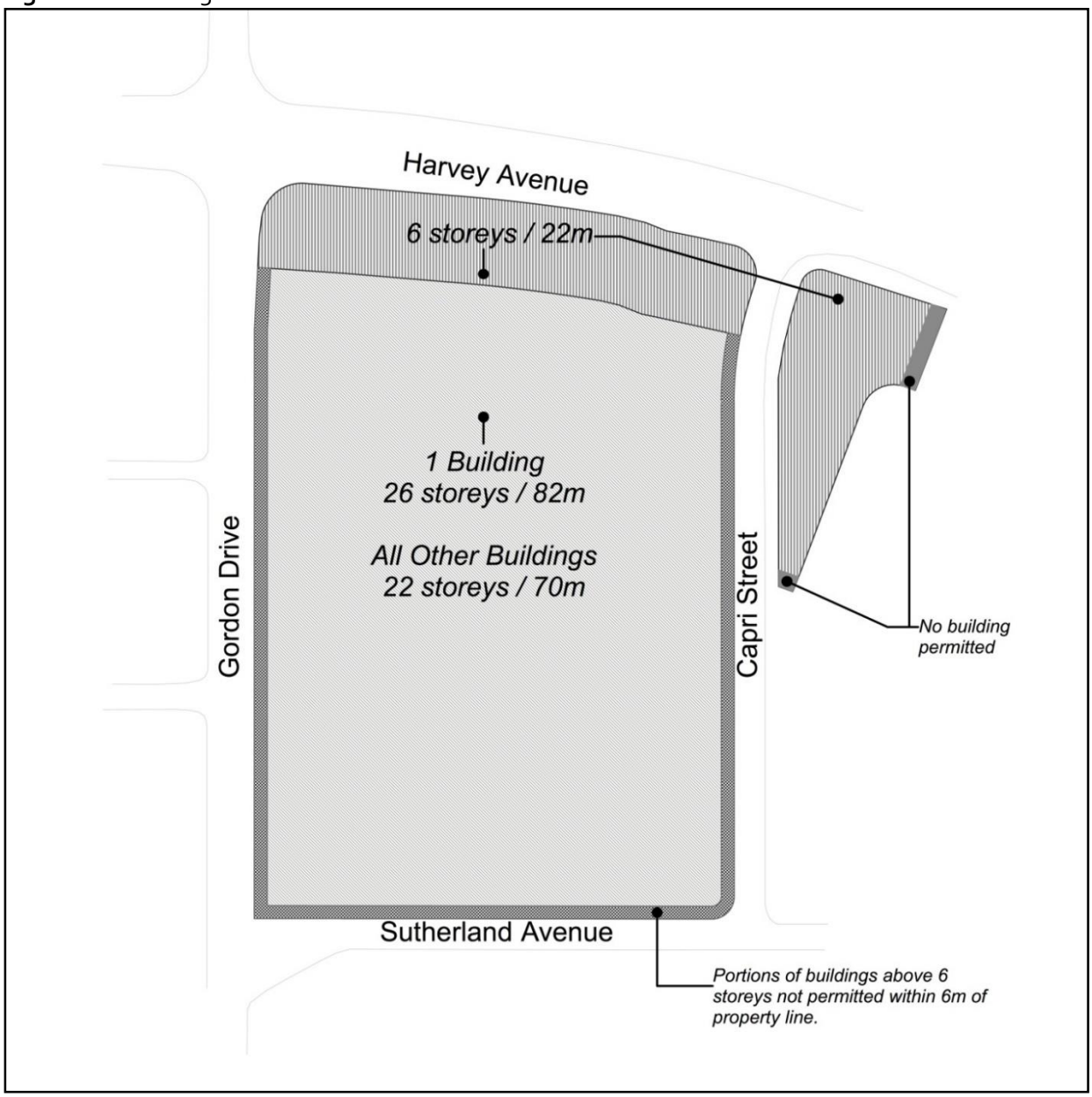


Figure 15.7.6 – Amenities Areas CD26

SECTION 16 – Effective Date

Read a first time by the Municipal Council this 30th day of May, 2022.

Considered at a Public Hearing on the 21st day of June, 2022.

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

Approved by the Minister of Agriculture this 19th day of July, 2022.

Lana Popham

(Minister of Agriculture)

Approved by the Minister of Transportation and Infrastructure this 12th day of August, 2022.

Audrie Henry

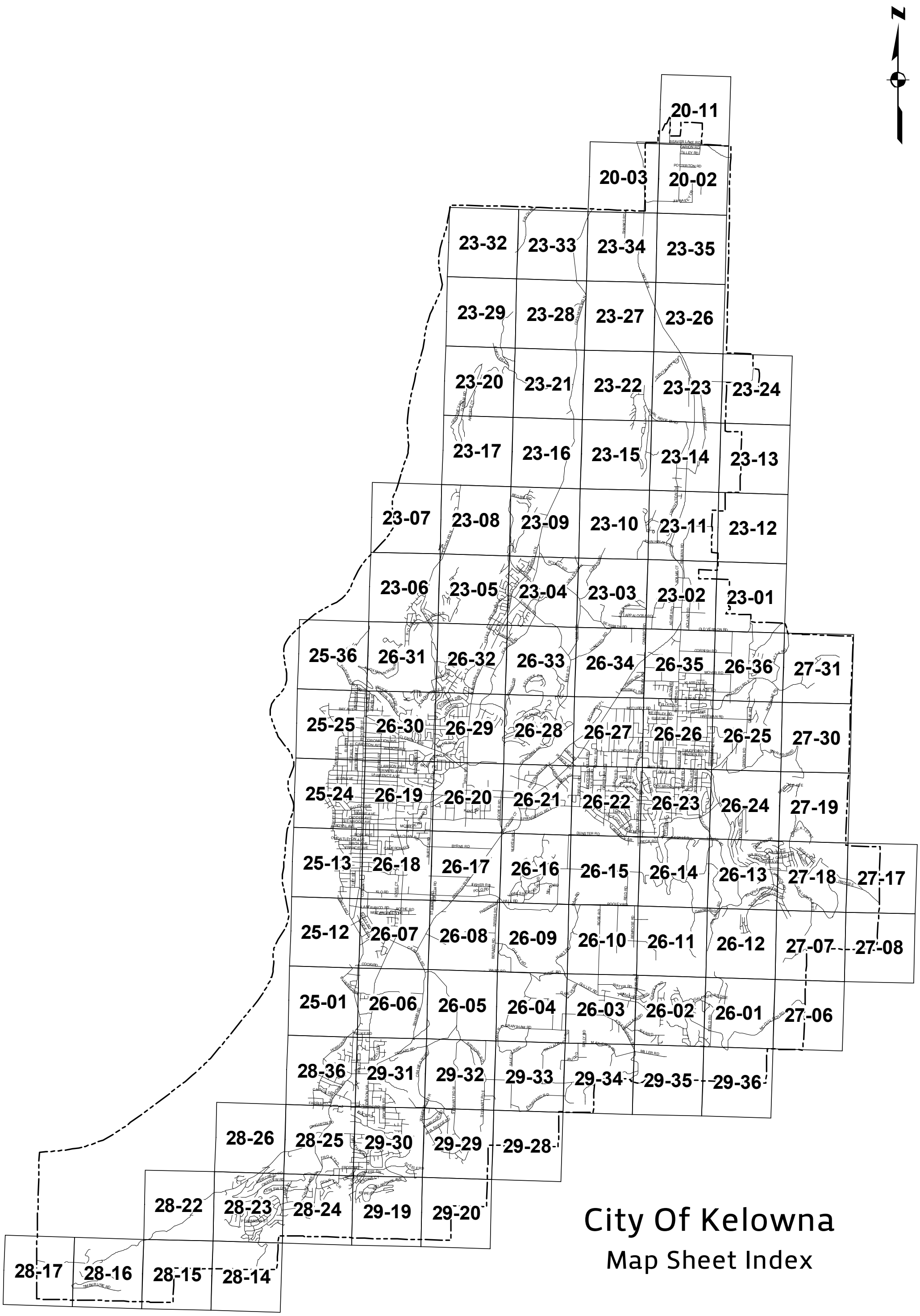
(Minister of Transportation and Infrastructure)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule ‘A’ Zoning Map



City Of Kelowna

Map Sheet Index

Date: Feb.6 2012

City of Kelowna

City of Kelowna

Zoning Bylaw

No. **20-02**

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	20-11
20-03	20-02
23-34	23-35

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **20-03**

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		20-11
	20-03	20-02
23-33	23-34	23-35

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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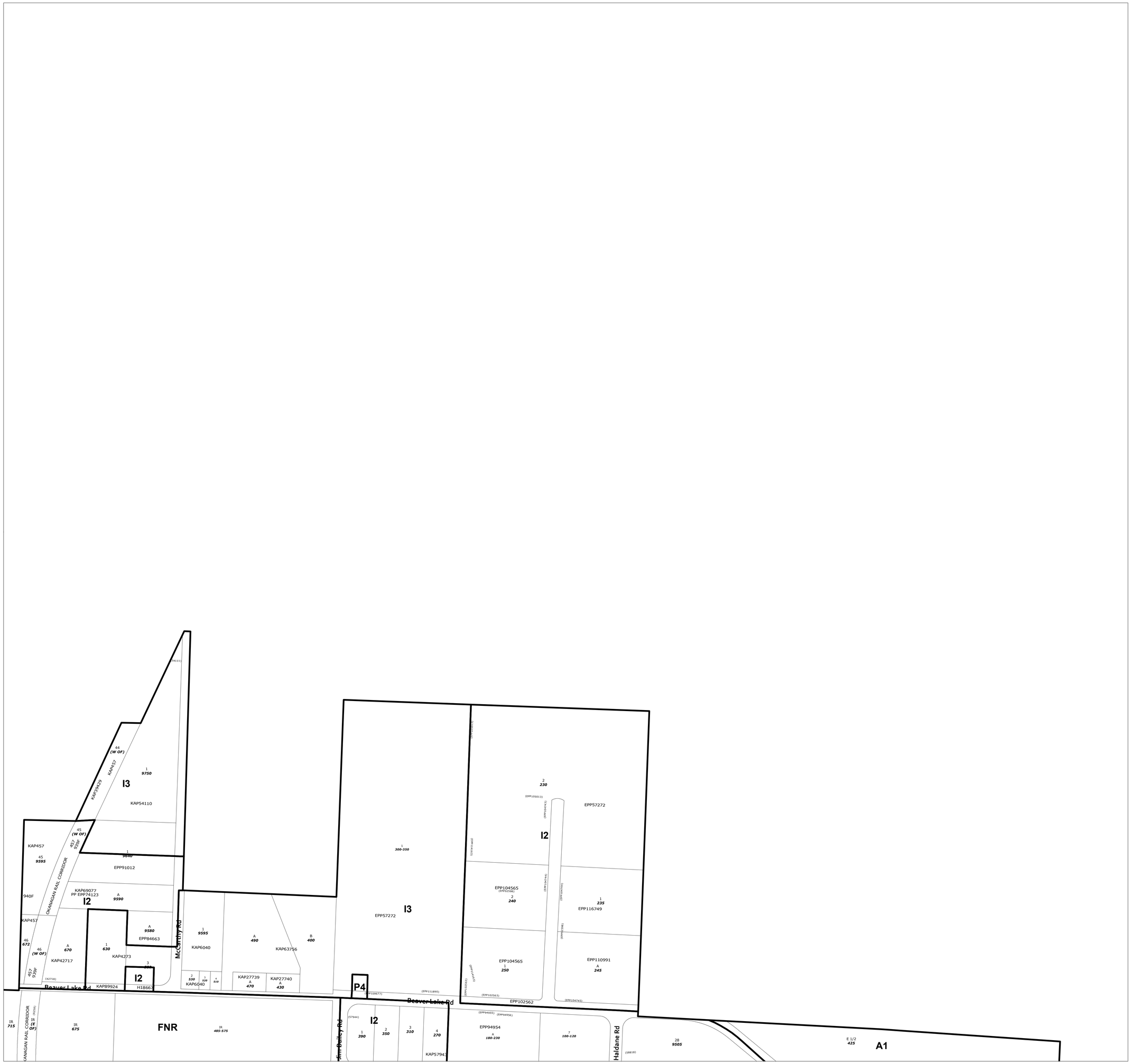

City of Kelowna

Zoning Bylaw

No. **20-11**

Index

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-01**

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23-11	23-12	
23-02	23-01	
26-35	26-36	27-31

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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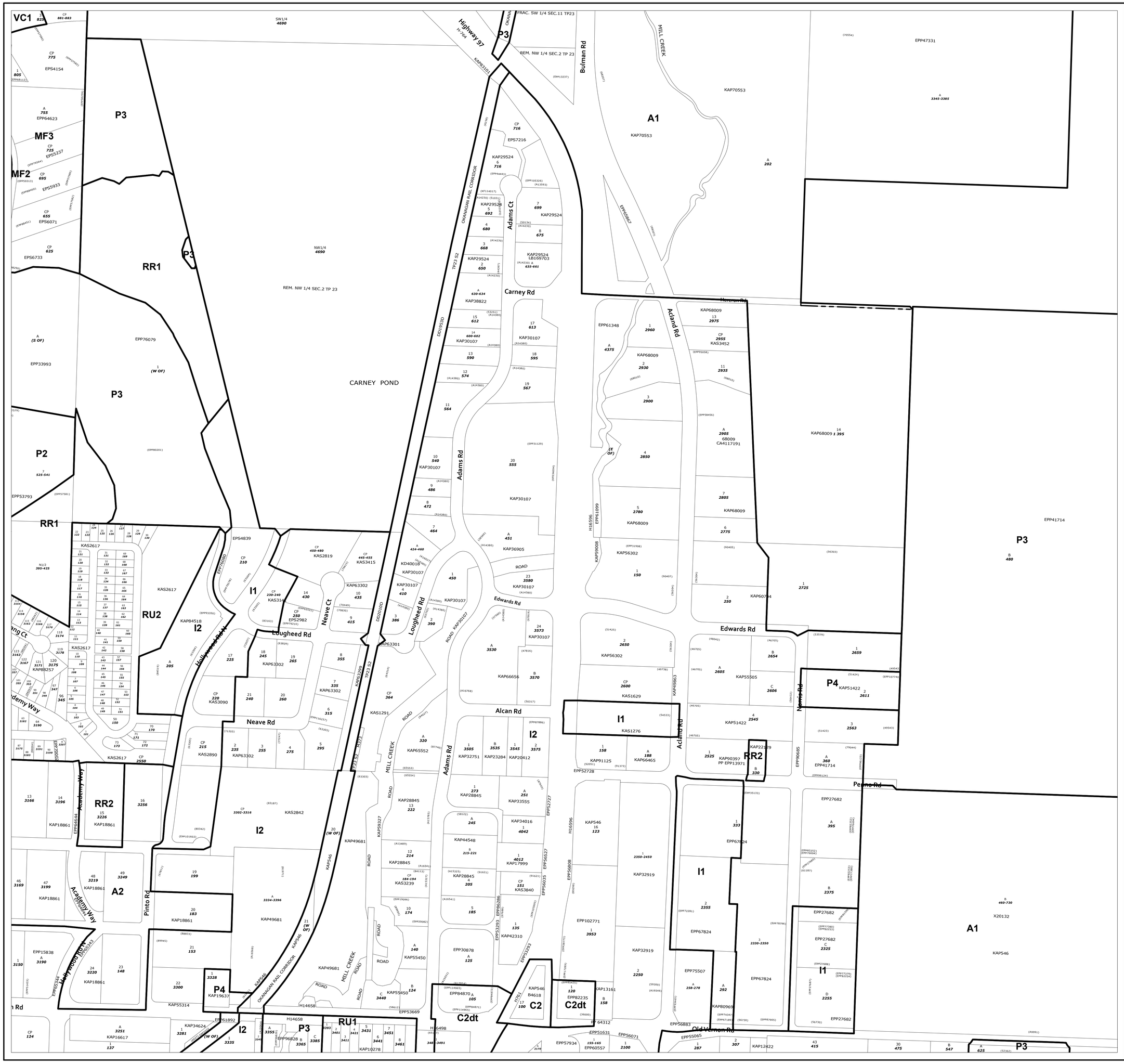

City of Kelowna

Zoning Bylaw

No. **23-02**

Index

23-10	23-11	23-12
23-03	23-02	23-01
26-34	26-35	26-36

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-03**

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23-04	23-03	23-02
26-33	26-34	26-35

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-04**

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23-08	23-09	23-10
23-05	23-04	23-03
26-32	26-33	26-34

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-05**

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23-07	23-08	23-09
23-06	23-05	23-04
26-31	26-32	26-33

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-06**

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	23-07	23-08
	23-06	23-05
25-36	26-31	26-32

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-07**

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23-07	23-08
23-06	23-05

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-08**

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23-07	23-08	23-09
23-06	23-05	23-04

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-09**

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23-17	23-16	23-15
23-08	23-09	23-10
23-05	23-04	23-03

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-10**

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23-16	23-15	23-14
23-09	23-10	23-11
23-04	23-03	23-02

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-11**

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23-15	23-14	23-13
23-10	23-11	23-12
23-03	23-02	23-01

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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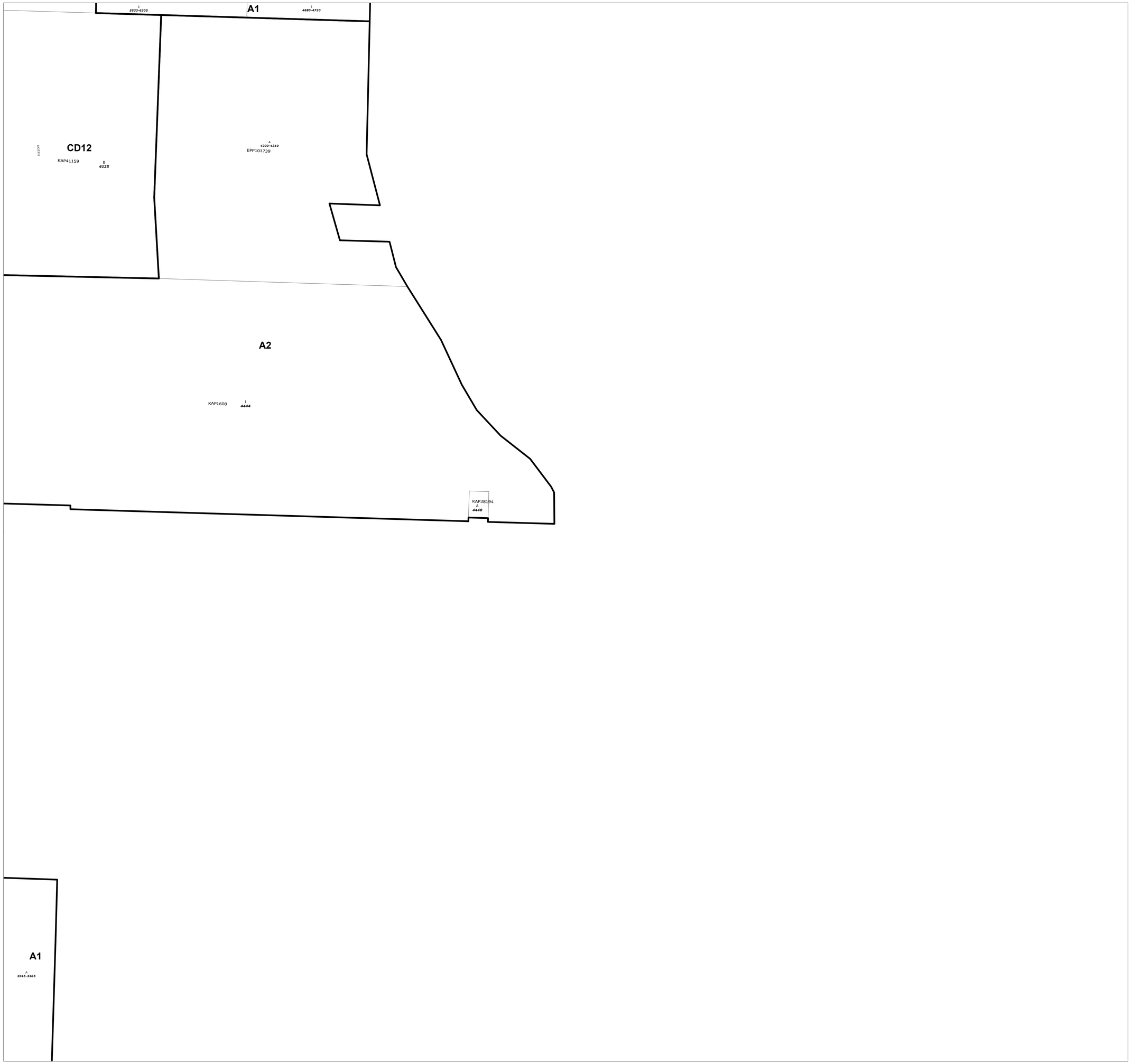

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Zoning Bylaw

No. 23-12

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23-14	23-13
23-11	23-12
23-02	23-01

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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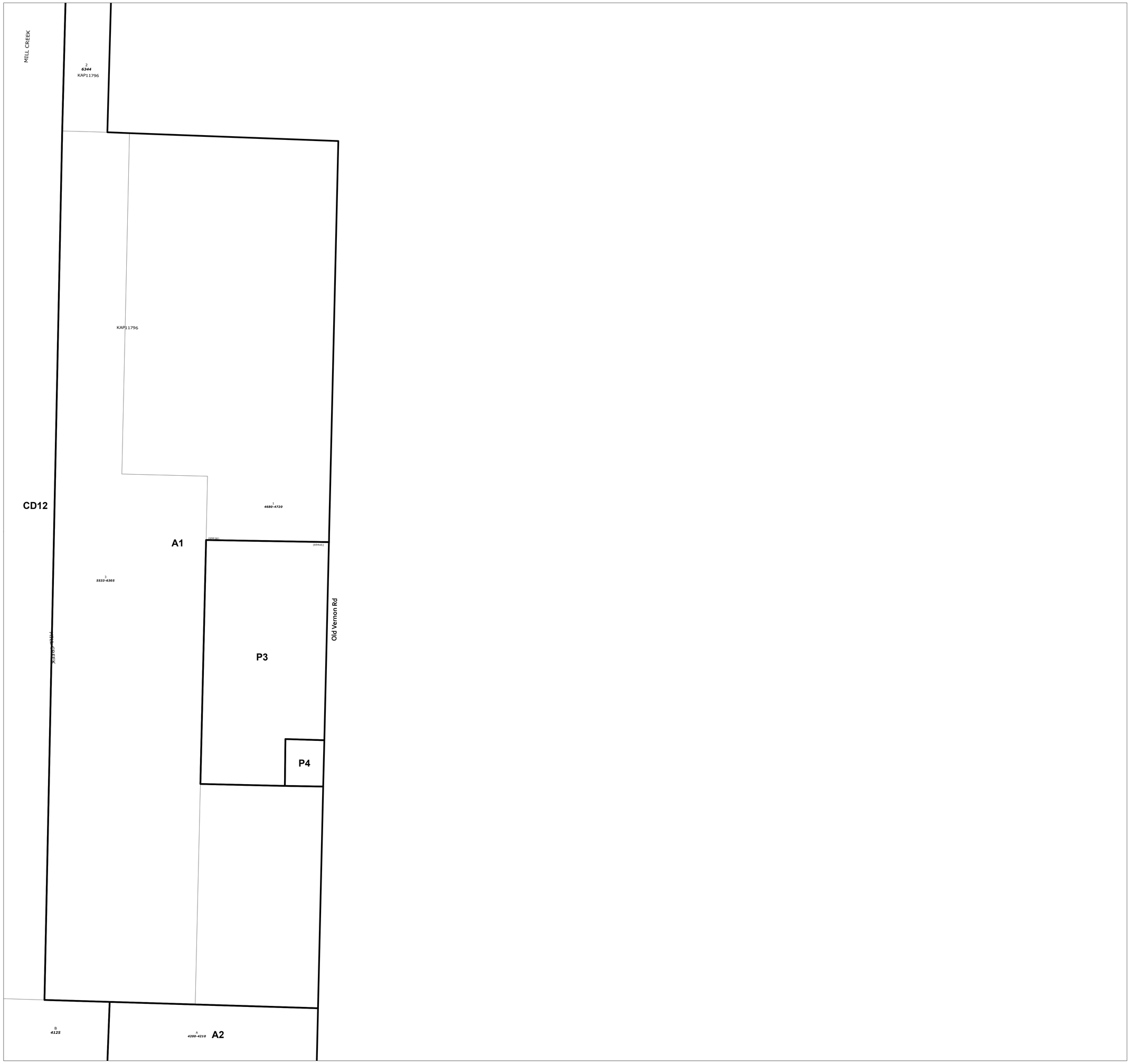

City of Kelowna

Zoning Bylaw

No. 23-13

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23-23	23-24
23-14	23-13
23-11	23-12

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-14**

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23-22	23-23	23-24
23-15	23-14	23-13
23-10	23-11	23-12

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-15**

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23-21	23-22	23-23
23-16	23-15	23-14
23-09	23-10	23-11

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-16**

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23-20	23-21	23-22
23-17	23-16	23-15
23-08	23-09	23-10

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-17**

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	23-20	23-21
	23-17	23-16
23-07	23-08	23-09

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-20**

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23-29	23-28
23-20	23-21
23-17	23-16

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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No. **23-21**

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23-29	23-28	23-27
23-20	23-21	23-22
23-17	23-16	23-15

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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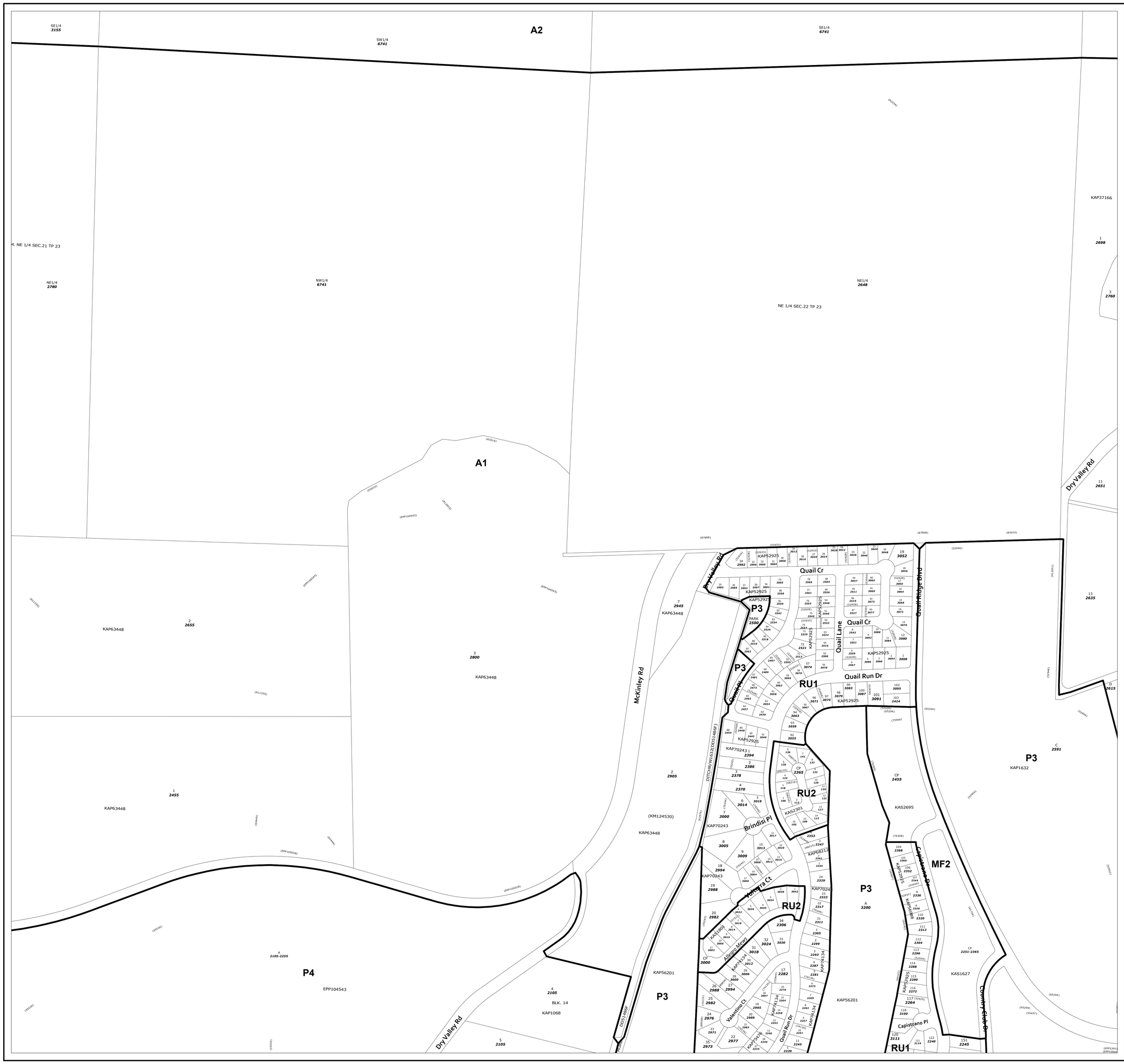

City of Kelowna

Zoning Bylaw

No. **23-22**

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23-28	23-27	23-26
23-21	23-22	23-23
23-16	23-15	23-14

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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No. **23-23**

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23-27	23-26	
23-22	23-23	23-24
23-15	23-14	23-13

Legend

Zoning

Lot Line

City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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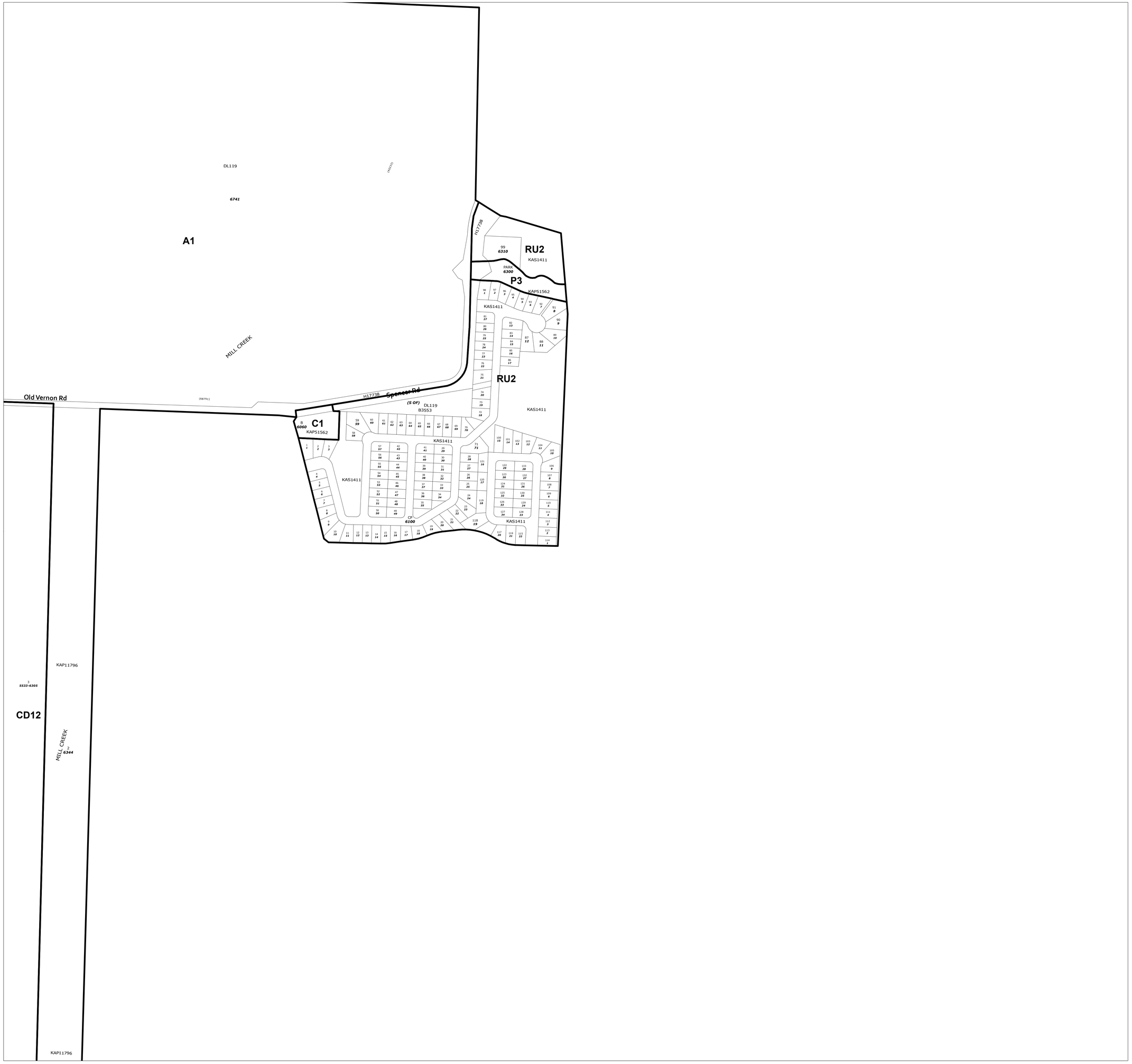

City of Kelowna

Zoning Bylaw

No. 23-24

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23-26	
23-23	23-24
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-26**

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	23-34	23-35
23-27	23-26	
23-22	23-23	

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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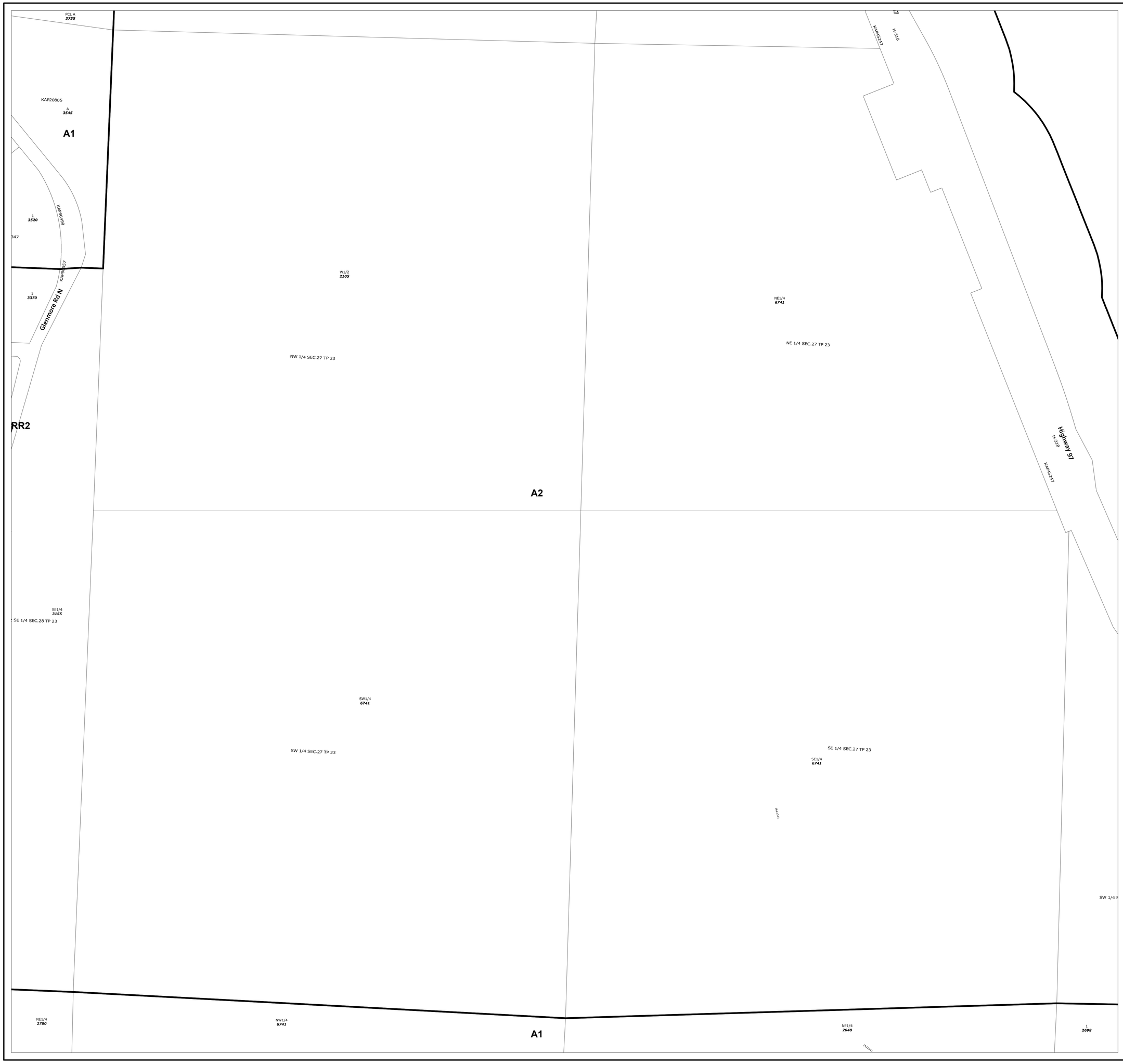

City of Kelowna

Zoning Bylaw

No. **23-27**

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23-33	23-34	23-35
23-28	23-27	23-26
23-21	23-22	23-23

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-28**

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23-32	23-33	23-34
23-29	23-28	23-27
23-20	23-21	23-22

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-29**

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23-32	23-33
23-29	23-28
23-20	23-21

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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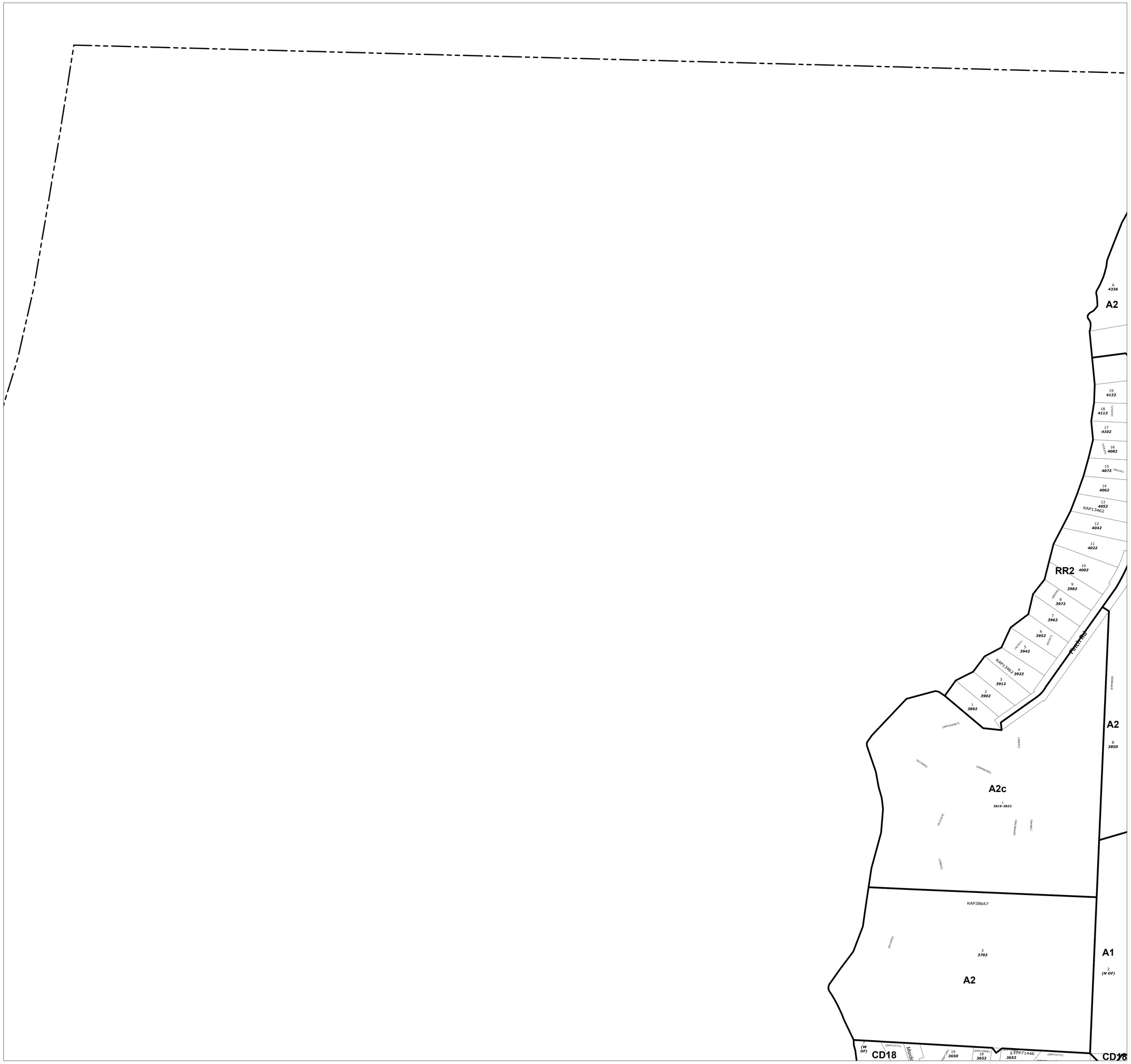

City of Kelowna

Zoning Bylaw

No. **23-32**

Index

23-32	23-33
23-29	23-28

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-33**

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		20-03
23-32	23-33	23-34
23-29	23-28	23-27

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **23-34**

Index

	20-03	20-02
23-33	23-34	23-35
23-28	23-27	23-26

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **23-35**

Index

	20-03	20-02
	23-34	23-35
	23-27	23-26

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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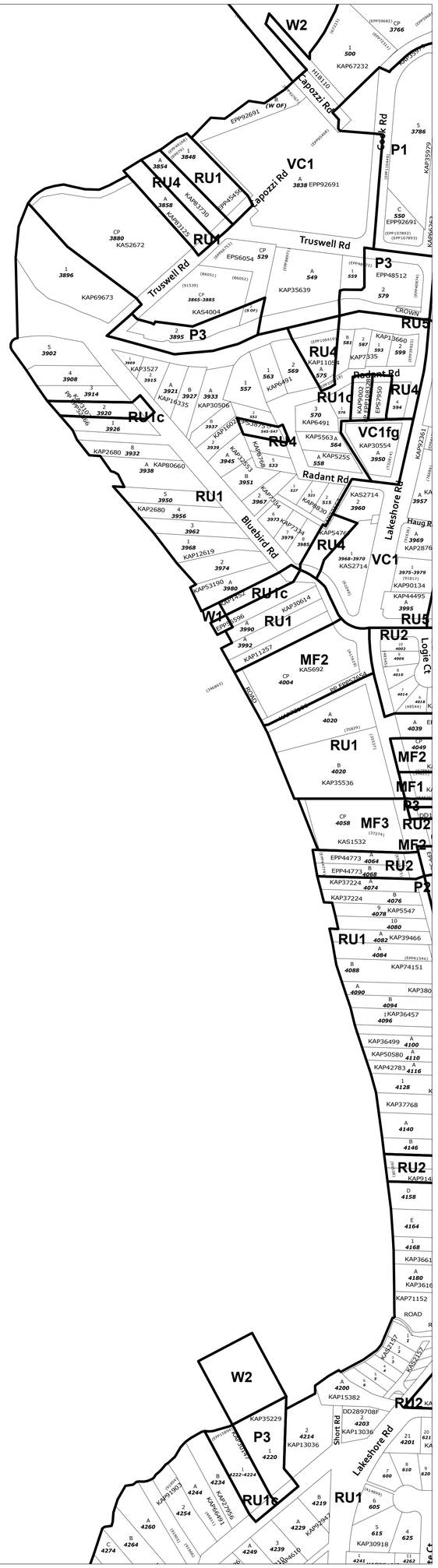

City of Kelowna

Zoning Bylaw

No. **25-01**

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	25-12	26-07
	25-01	26-06
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **25-12**

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25-13	26-18
25-12	26-07
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **25-13**

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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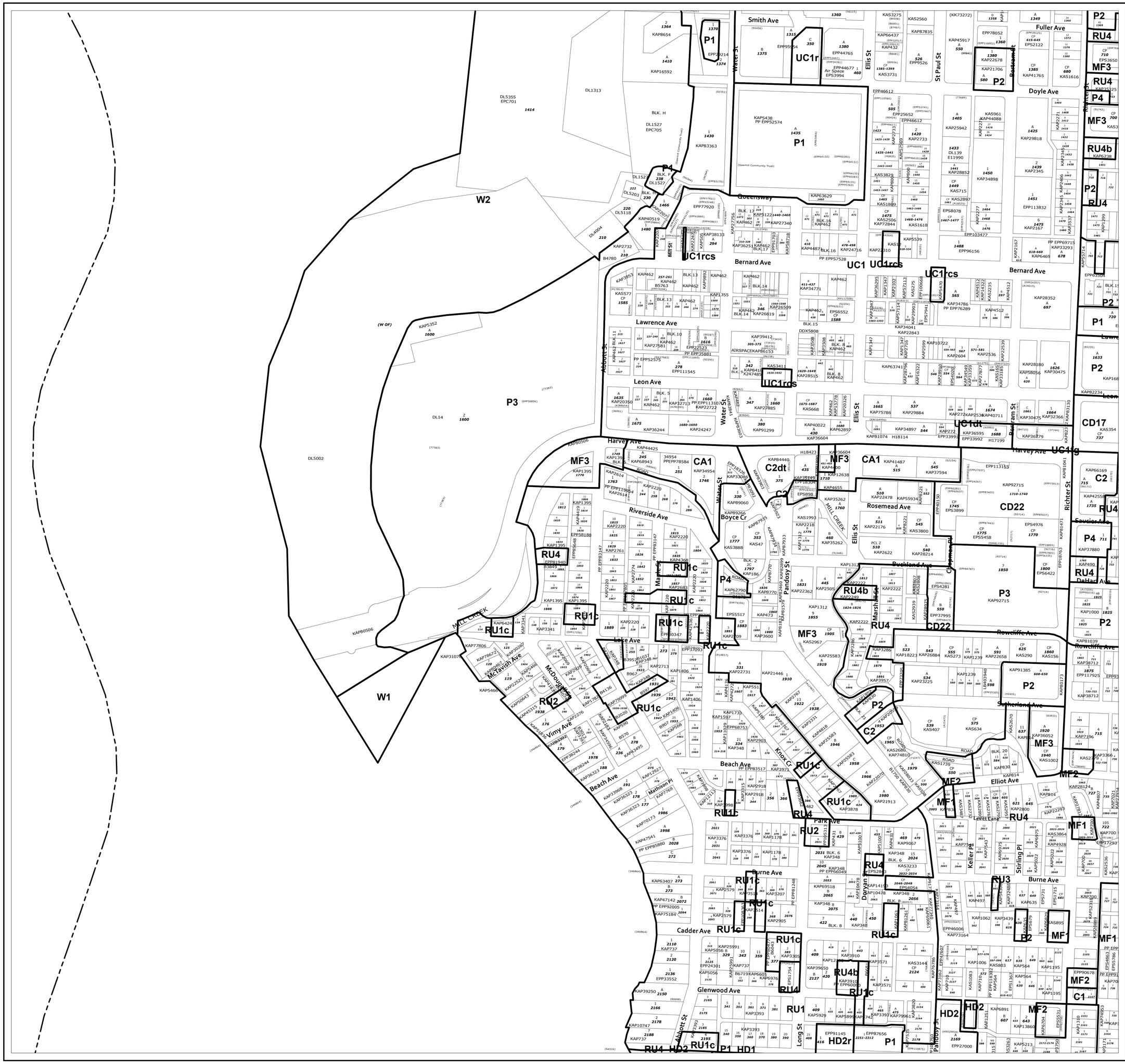

City of Kelowna

Zoning Bylaw

No. 25-24

Index

25-25	26-30
25-24	26-19

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **25-25**

Index

25-36	26-31
25-25	26-30
25-24	26-19

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **25-36**

Index

	23-06
25-36	26-31
25-25	26-30

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-01**

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26-11	26-12	27-07
26-02	26-01	27-06
29-35	29-36	

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-02**

Index

26-10	26-11	26-12
26-03	26-02	26-01
29-34	29-35	29-36

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-03**

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26-09	26-10	26-11
26-04	26-03	26-02
29-33	29-34	29-35

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-04**

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26-08	26-09	26-10
26-05	26-04	26-03
29-32	29-33	29-34

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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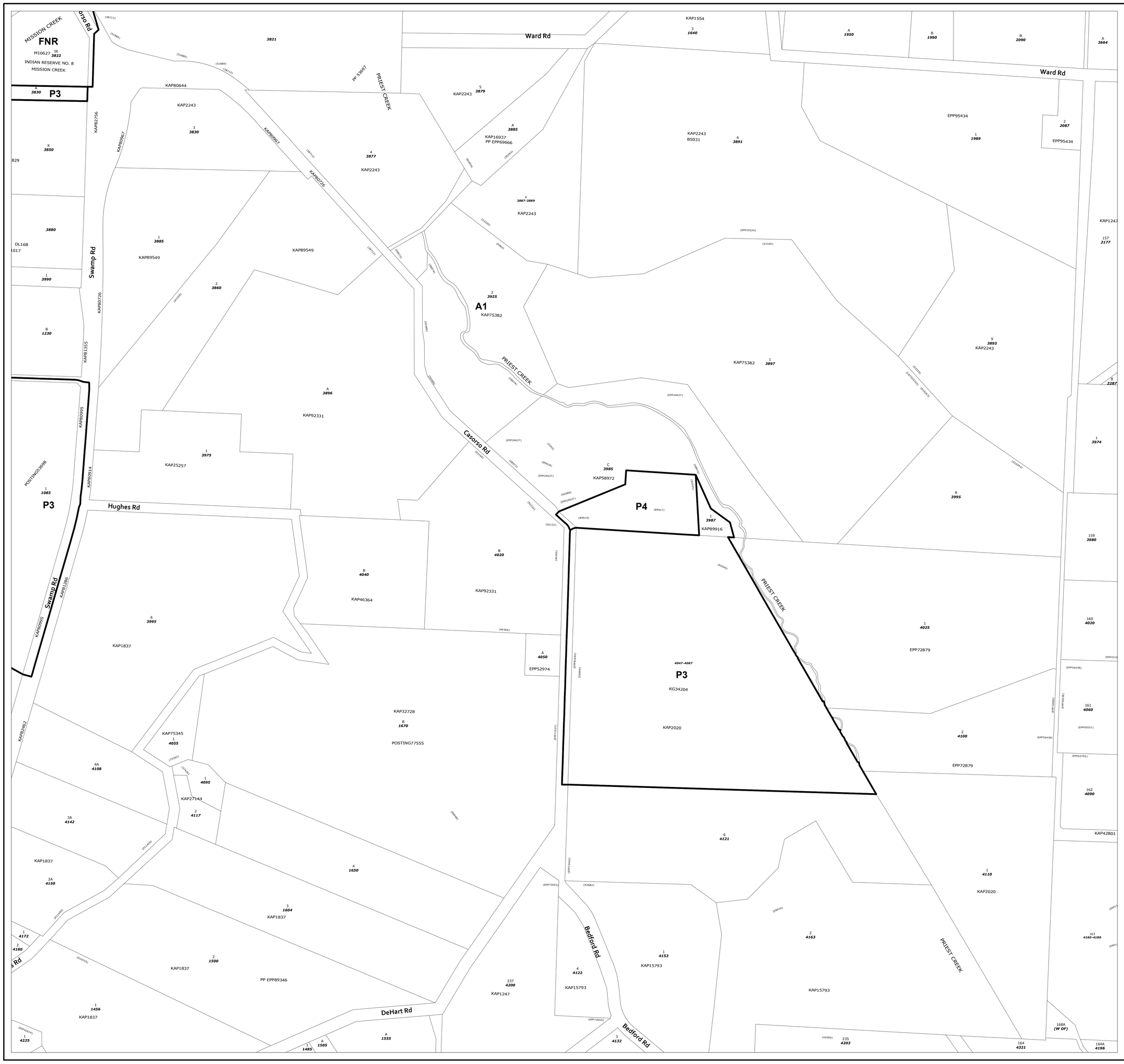

City of Kelowna

Zoning Bylaw

No. **26-05**

Index

26-07	26-08	26-09
26-06	26-05	26-04
29-31	29-32	29-33

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-06**

Index

25-12	26-07
25-01	26-06
28-36	29-31

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-07**

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25-13	26-18	26-17
25-12	26-07	26-08
25-01	26-06	26-05

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-08**

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26-18	26-17	26-16
26-07	26-08	26-09
26-06	26-05	26-04

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-09**

Index

26-17	26-16	26-15
26-08	26-09	26-10
26-05	26-04	26-03

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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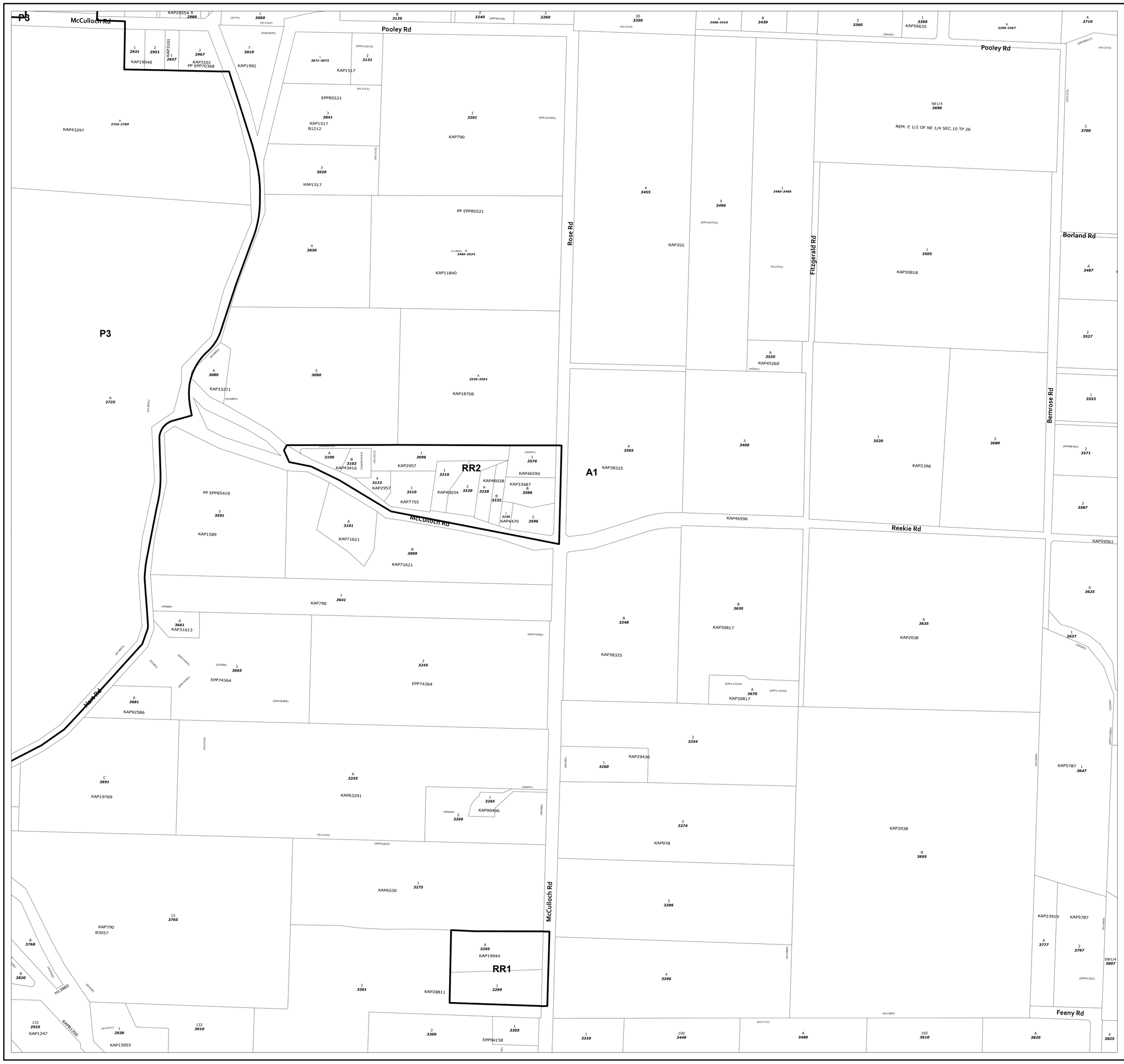

City of Kelowna

Zoning Bylaw

No. **26-10**

Index

26-16	26-15	26-14
26-09	26-10	26-11
26-04	26-03	26-02

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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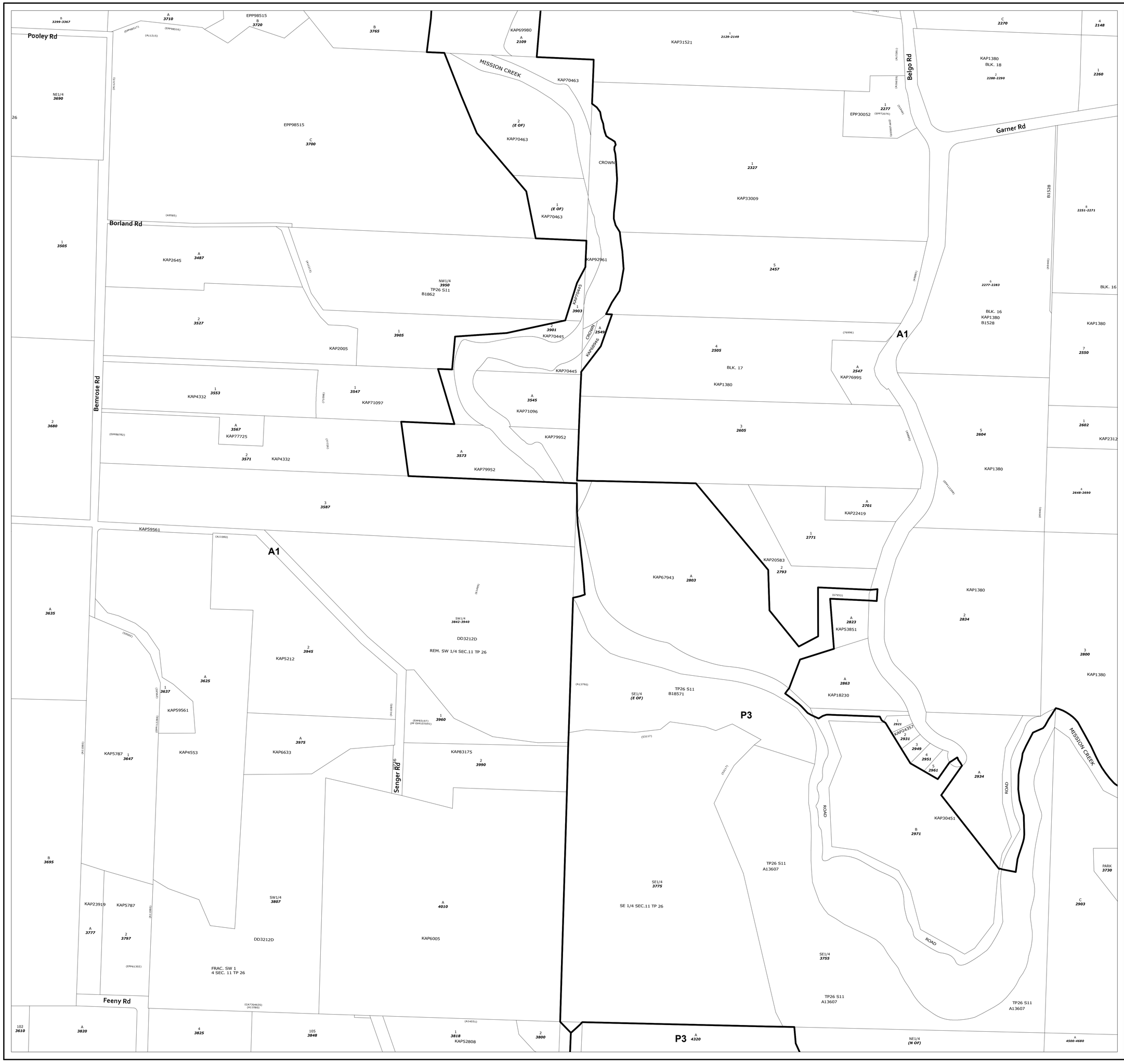

City of Kelowna

Zoning Bylaw

No. **26-11**

Index

26-15	26-14	26-13
26-10	26-11	26-12
26-03	26-02	26-01

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **26-12**

Index

26-14	26-13	27-18
26-11	26-12	27-07
26-02	26-01	27-06

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **26-13**

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26-23	26-24	27-19
26-14	26-13	27-18
26-11	26-12	27-07

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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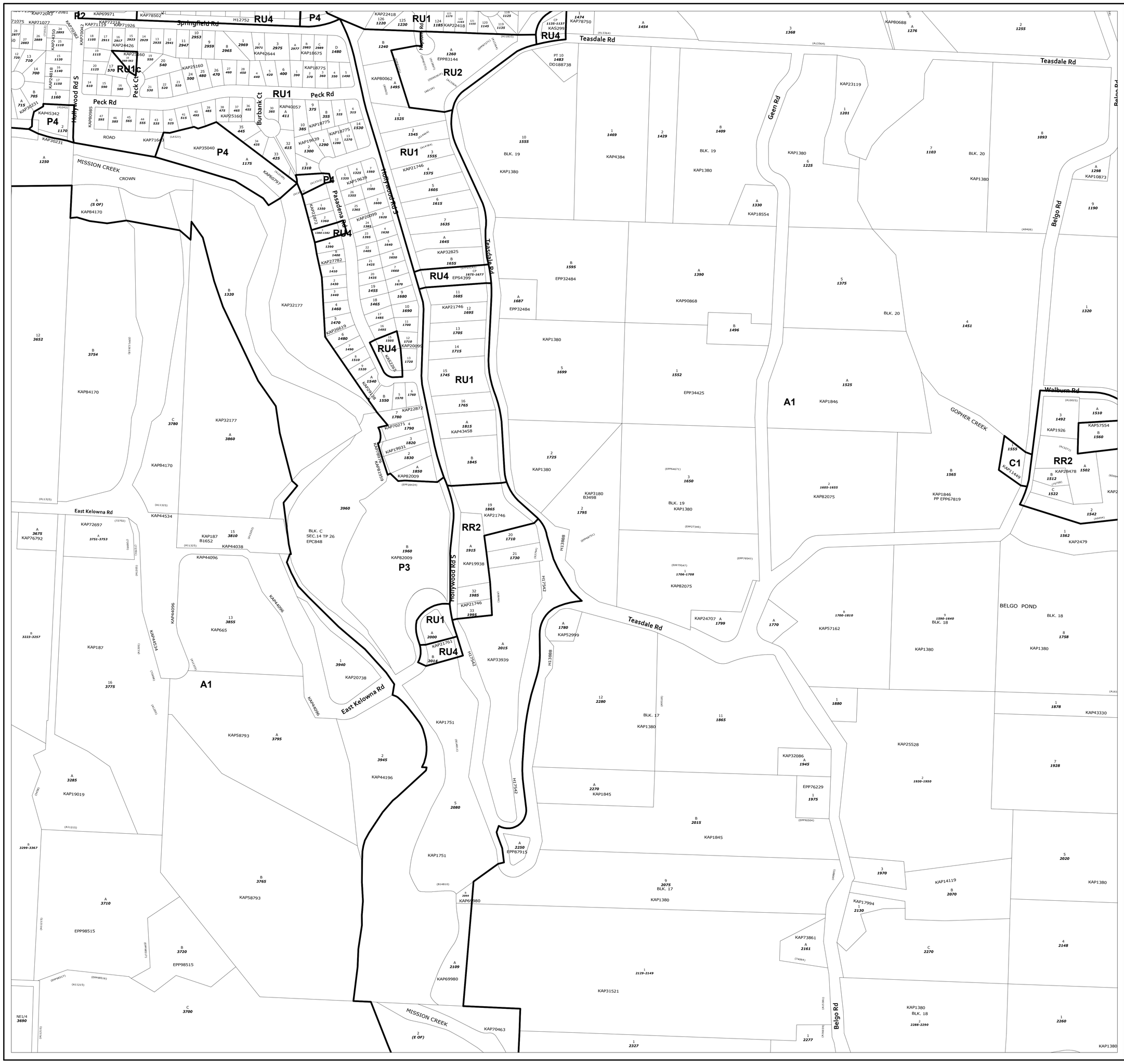

City of Kelowna

Zoning Bylaw

No. **26-14**

Index

26-22	26-23	26-24
26-15	26-14	26-13
26-10	26-11	26-12

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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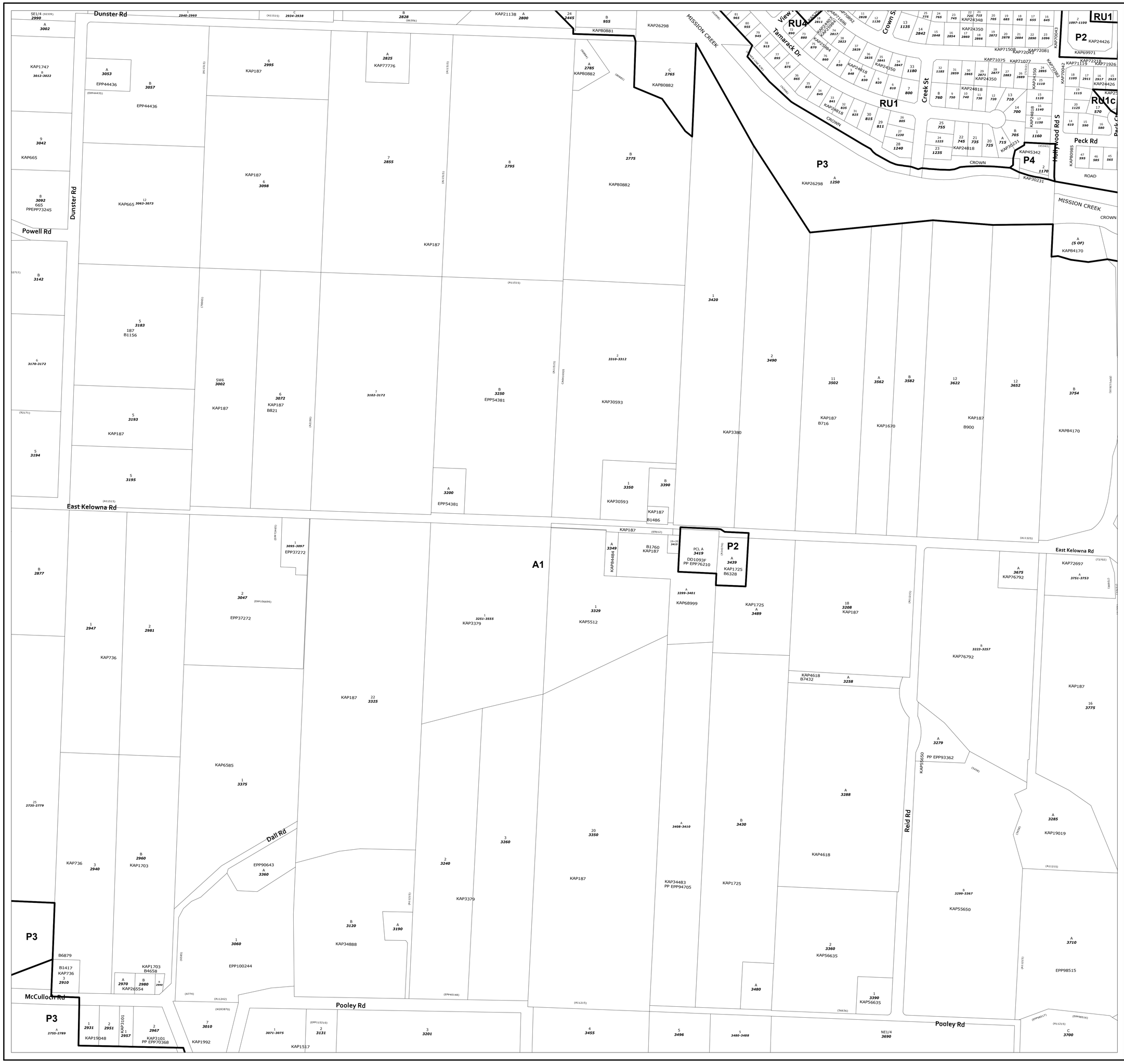

City of Kelowna

Zoning Bylaw

No. **26-15**

Index

26-21	26-22	26-23
26-16	26-15	26-14
26-09	26-10	26-11

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **26-16**

Index

26-20	26-21	26-22
26-17	26-16	26-15
26-08	26-09	26-10

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **26-17**

Index

26-19	26-20	26-21
26-18	26-17	26-16
26-07	26-08	26-09

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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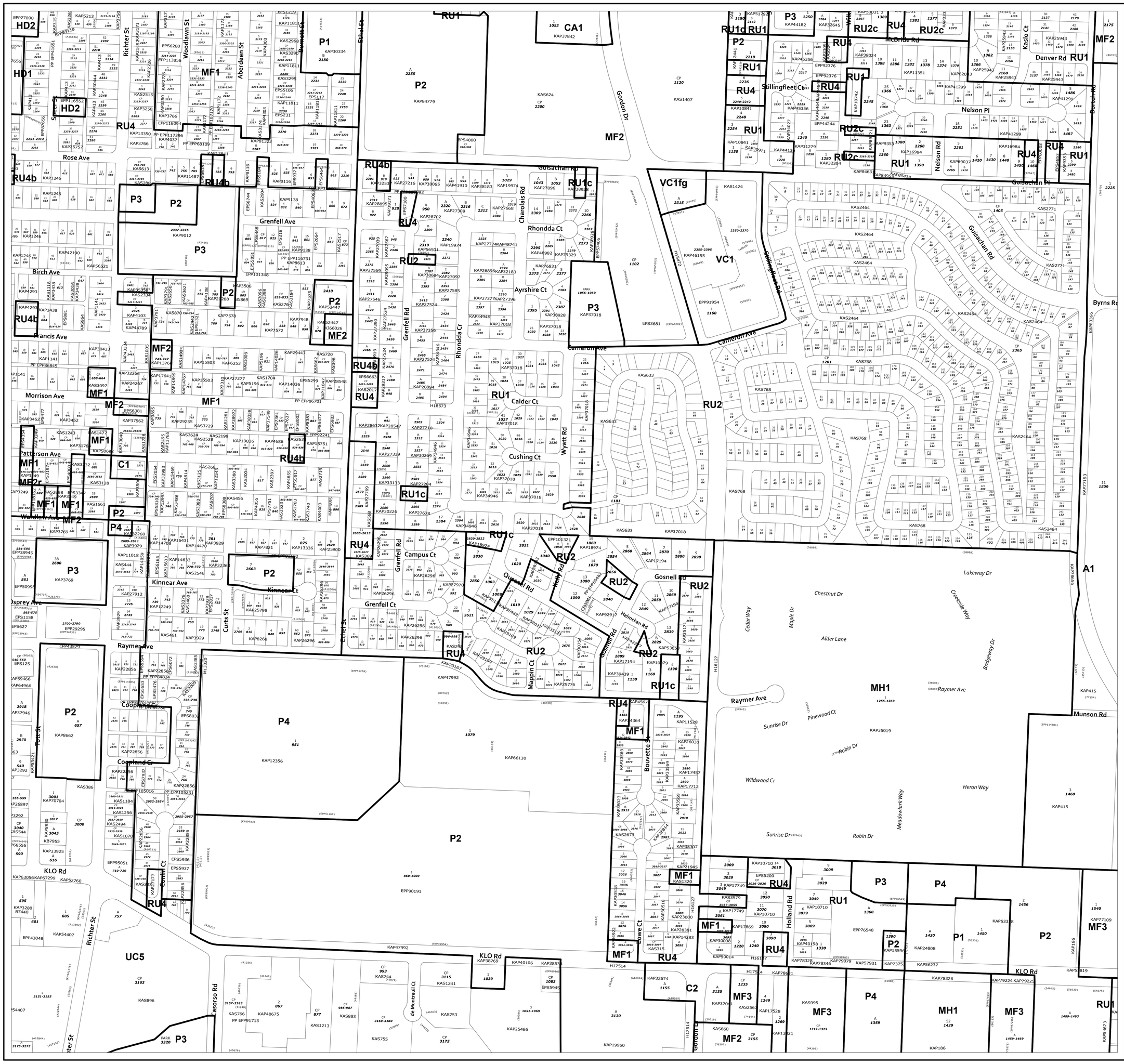

City of Kelowna

Zoning Bylaw

No. **26-18**

Index

25-24	26-19	26-20
25-13	26-18	26-17
25-12	26-07	26-08

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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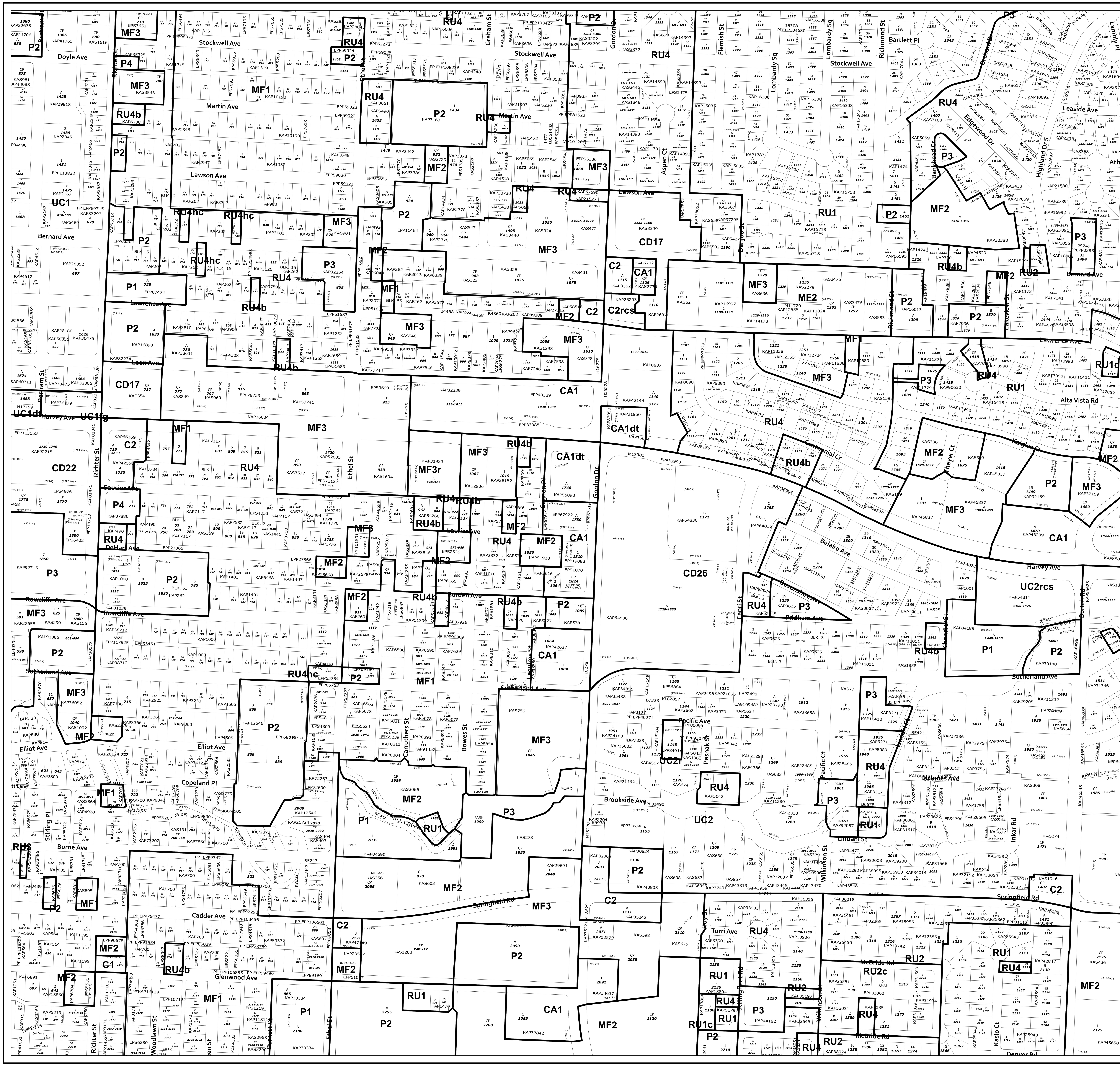

City of Kelowna

Zoning Bylaw

No. **26-19**

Index

25-25	26-30	26-29
25-24	26-19	26-20
25-13	26-18	26-17

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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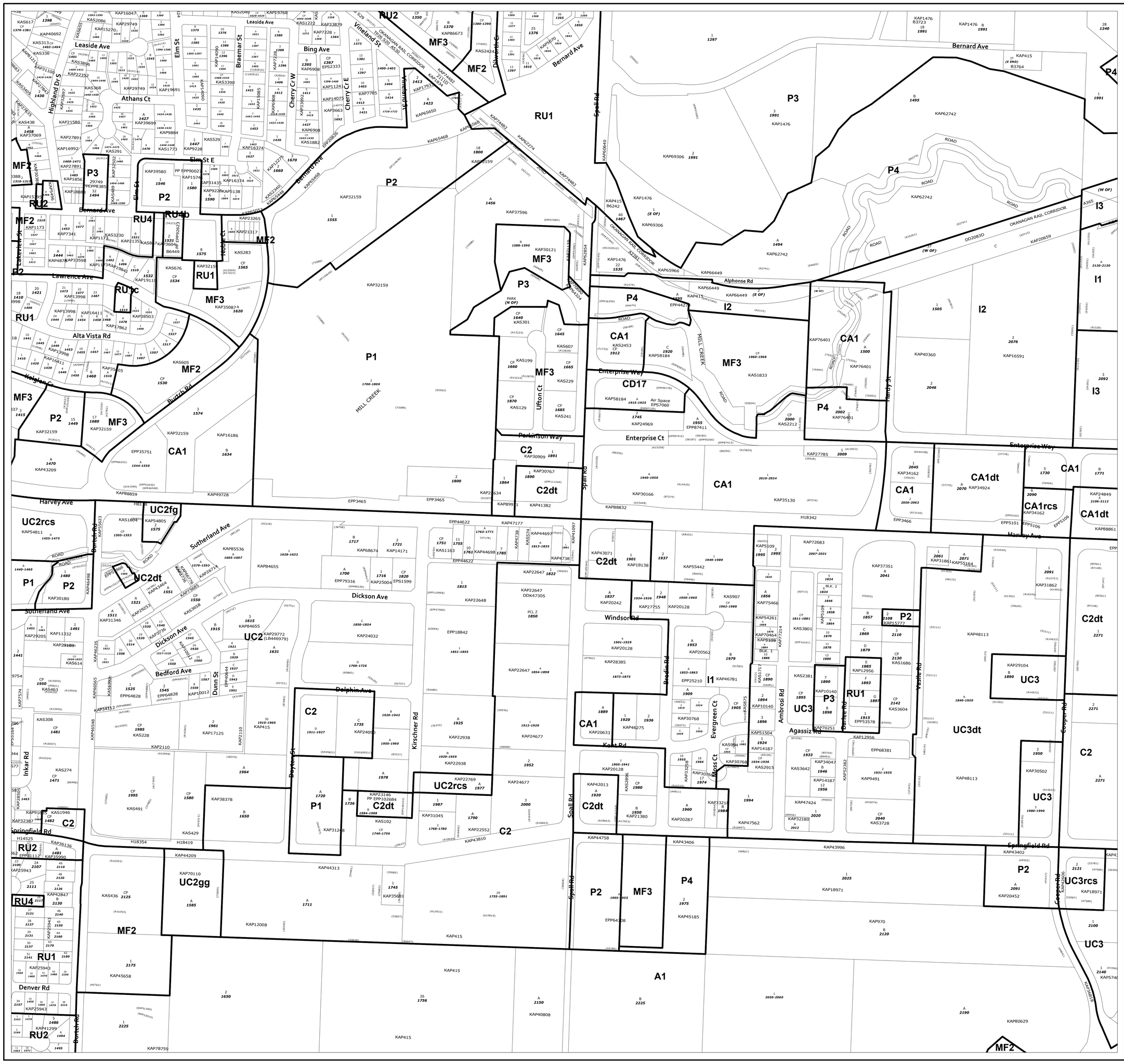

City of Kelowna

Zoning Bylaw

No. **26-20**

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26-30	26-29	26-28
26-19	26-20	26-21
26-18	26-17	26-16

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **26-21**

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26-29	26-28	26-27
26-20	26-21	26-22
26-17	26-16	26-15

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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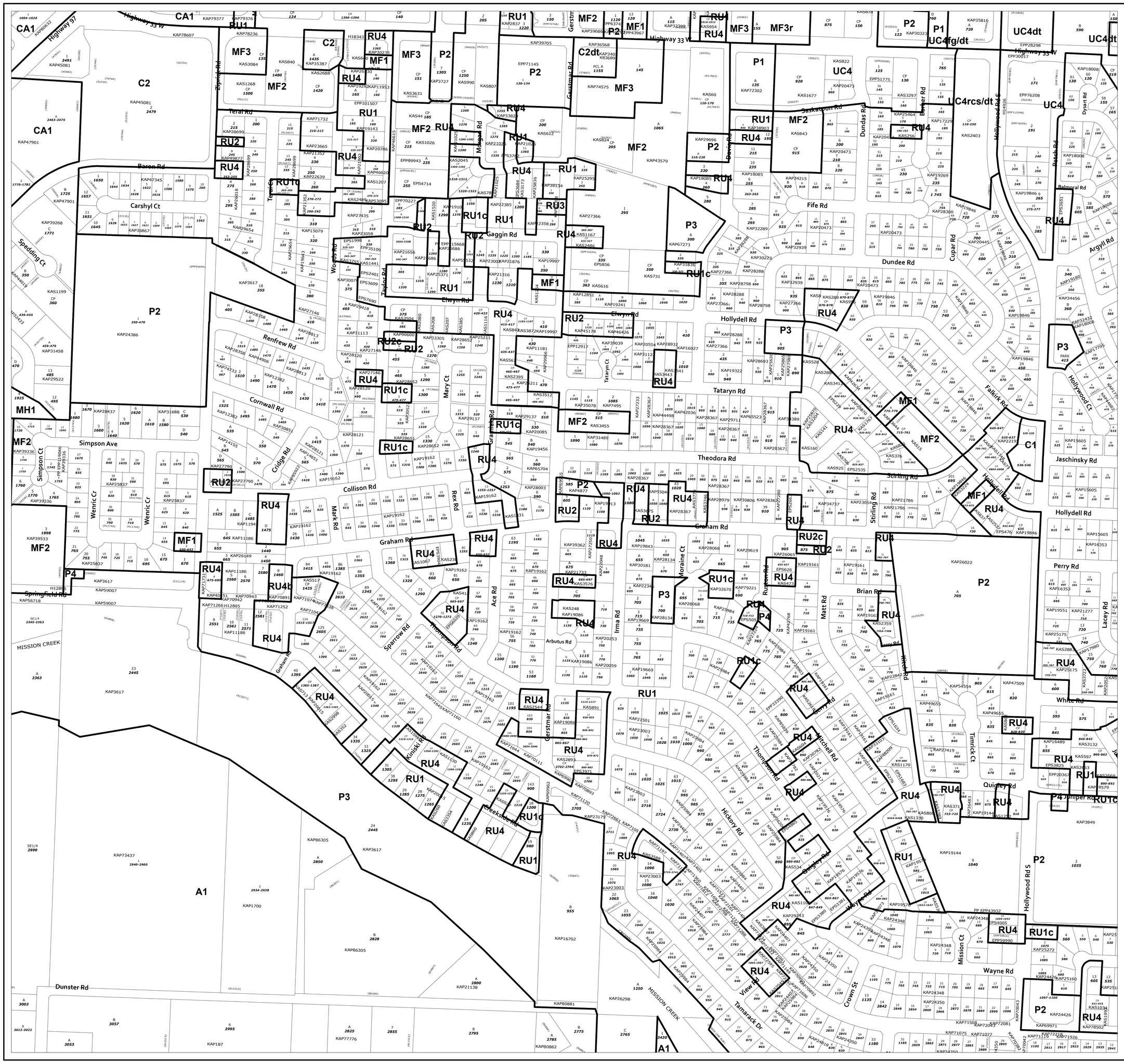

City of Kelowna

Zoning Bylaw

No. **26-22**

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26-28	26-27	26-26
26-21	26-22	26-23
26-16	26-15	26-14

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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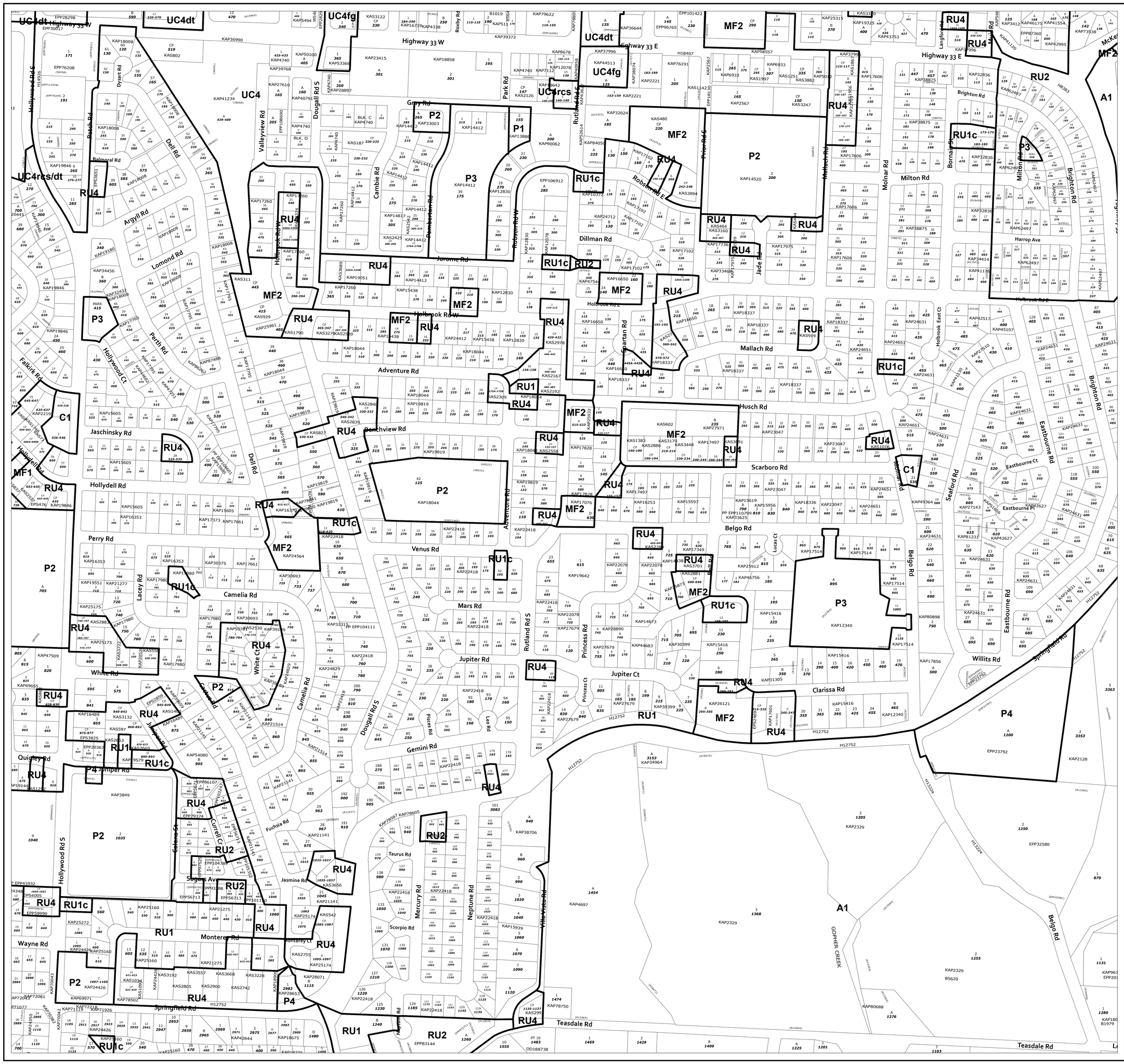

City of Kelowna

Zoning Bylaw

No. **26-23**

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26-27	26-26	26-25
26-22	26-23	26-24
26-15	26-14	26-13

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-24**

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26-26	26-25	27-30
26-23	26-24	27-19
26-14	26-13	27-18

Legend

- Zoning
- Lot Line
- City Boundary

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-25**

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26-35	26-36	27-31
26-26	26-25	27-30
26-23	26-24	27-19

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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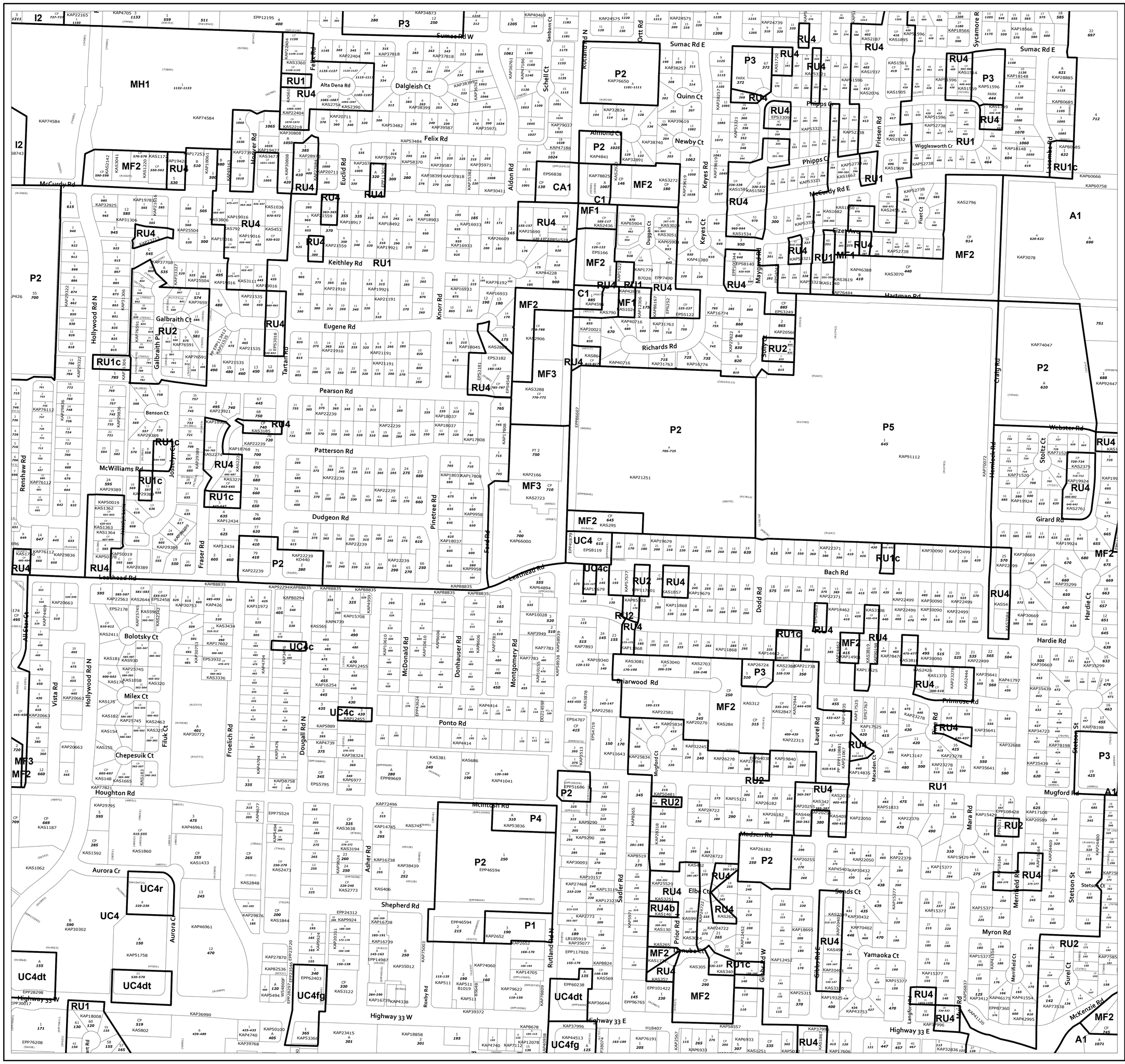

City of Kelowna

Zoning Bylaw

No. **26-26**

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26-34	26-35	26-36
26-27	26-26	26-25
26-22	26-23	26-24

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-27**

Index

26-33	26-34	26-35
26-28	26-27	26-26
26-21	26-22	26-23

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **26-28**

Index

26-32	26-33	26-34
26-29	26-28	26-27
26-20	26-21	26-22

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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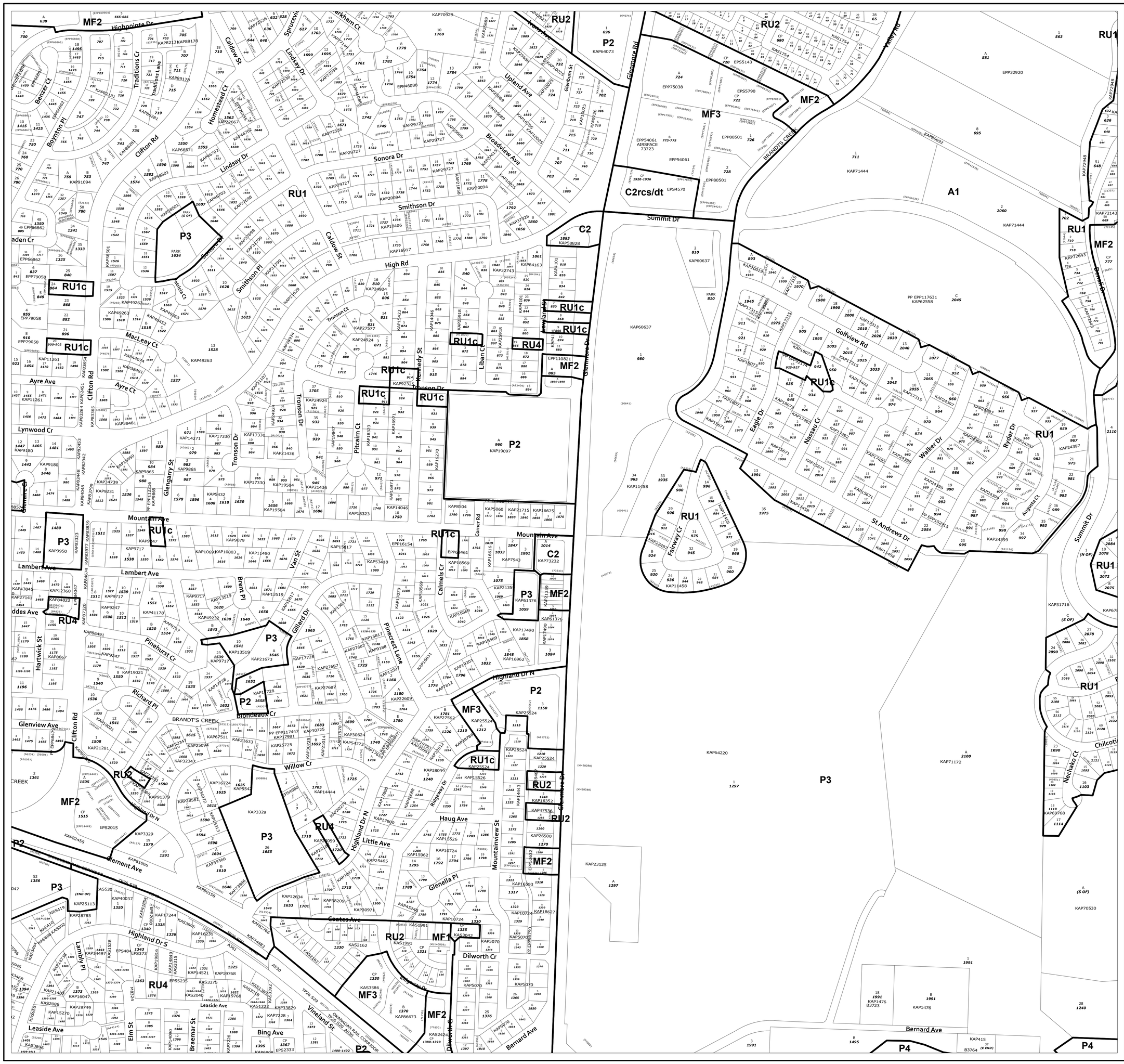

City of Kelowna

Zoning Bylaw

No. **26-29**

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26-31	26-32	26-33
26-30	26-29	26-28
26-19	26-20	26-21

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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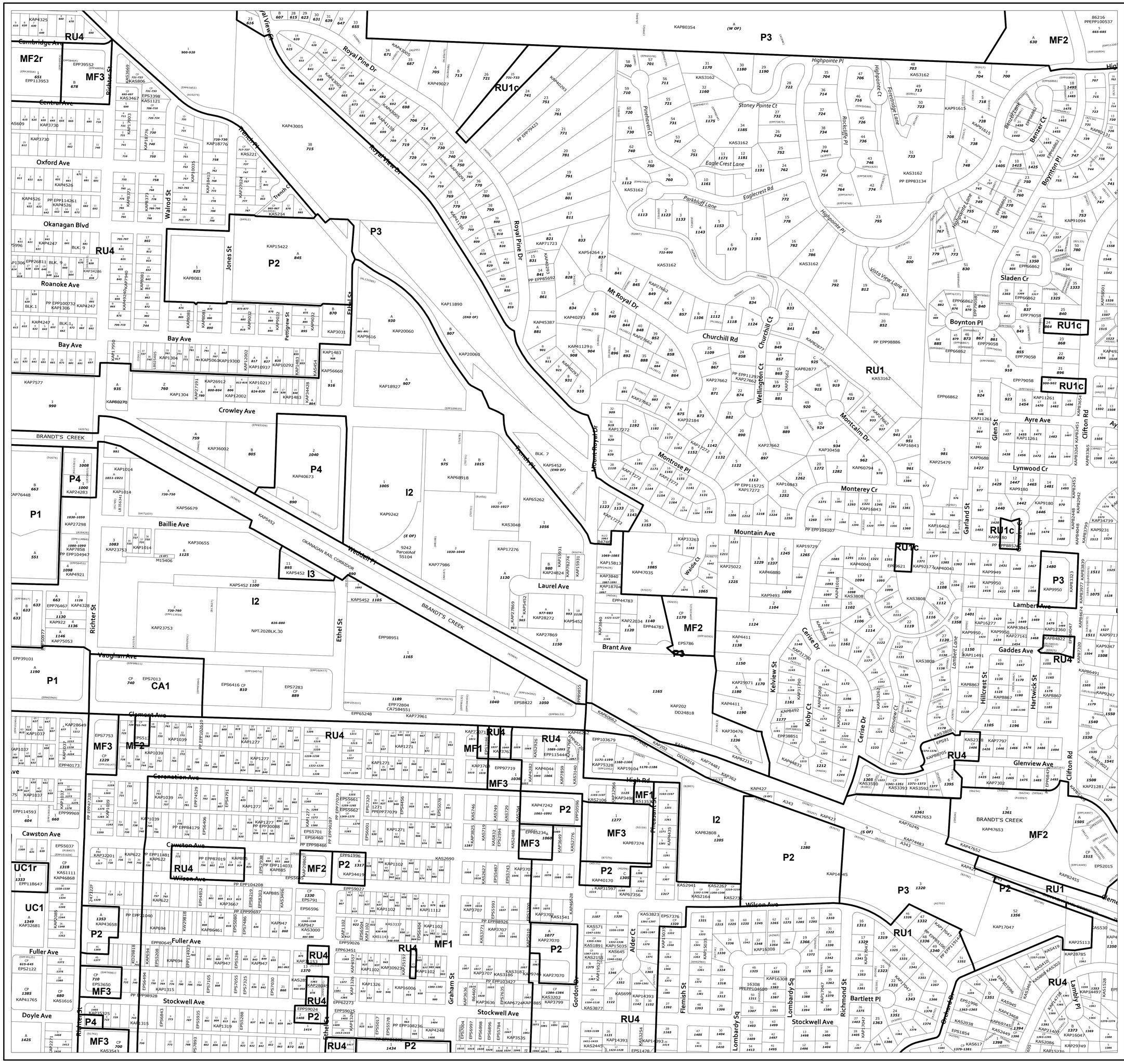

City of Kelowna

Zoning Bylaw

No. **26-30**

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25-36	26-31	26-32
25-25	26-30	26-29
25-24	26-19	26-20

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **26-31**

Index

	23-06	23-05
25-36	26-31	26-32
25-25	26-30	26-29

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **26-32**

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23-06	23-05	23-04
26-31	26-32	26-33
26-30	26-29	26-28

Legend

- Zoning
- Lot Line
- City Boundary

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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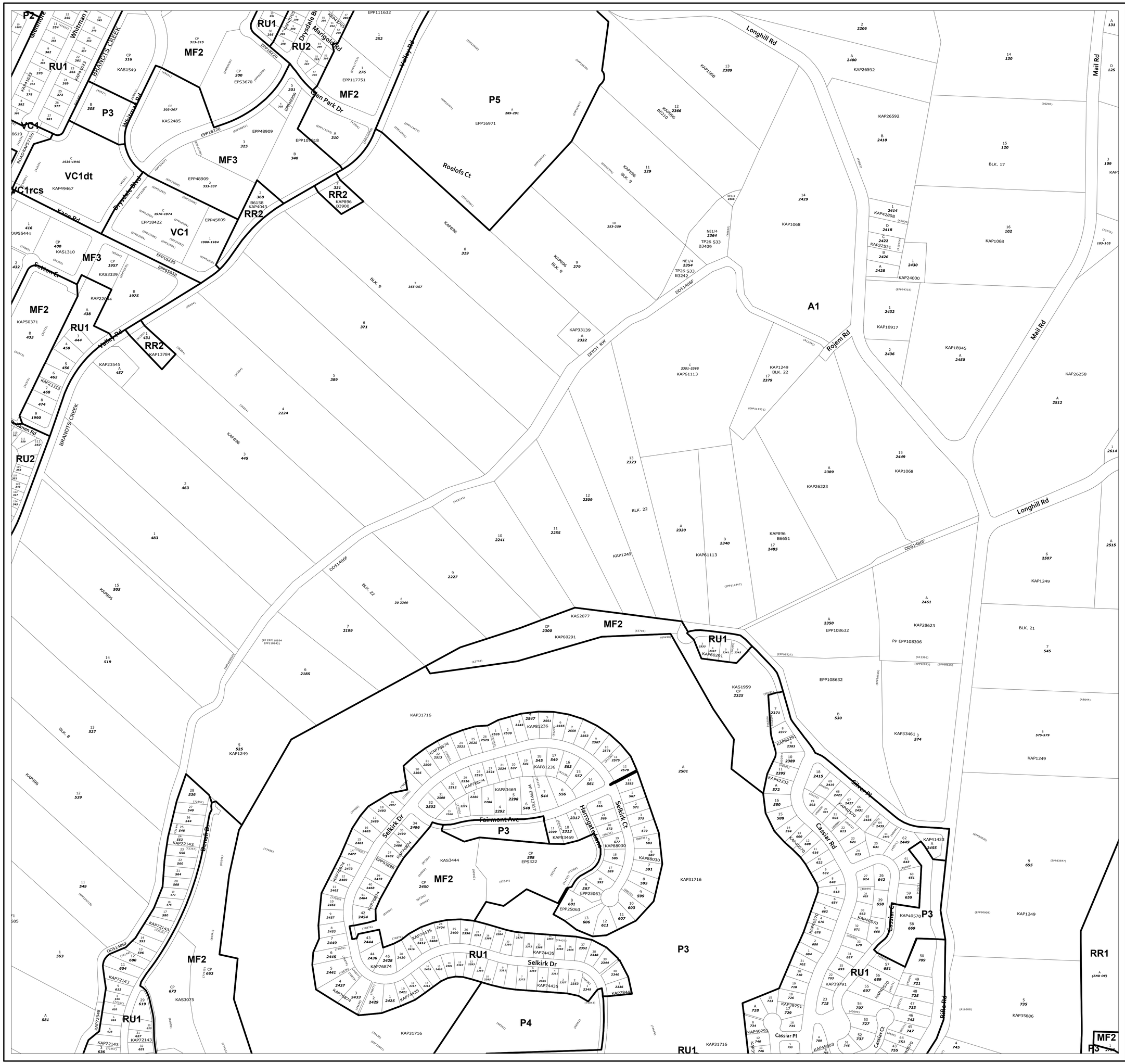

City of Kelowna

Zoning Bylaw

No. **26-33**

Index

23-05	23-04	23-03
26-32	26-33	26-34
26-29	26-28	26-27

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **26-34**

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23-04	23-03	23-02
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26-28	26-27	26-26

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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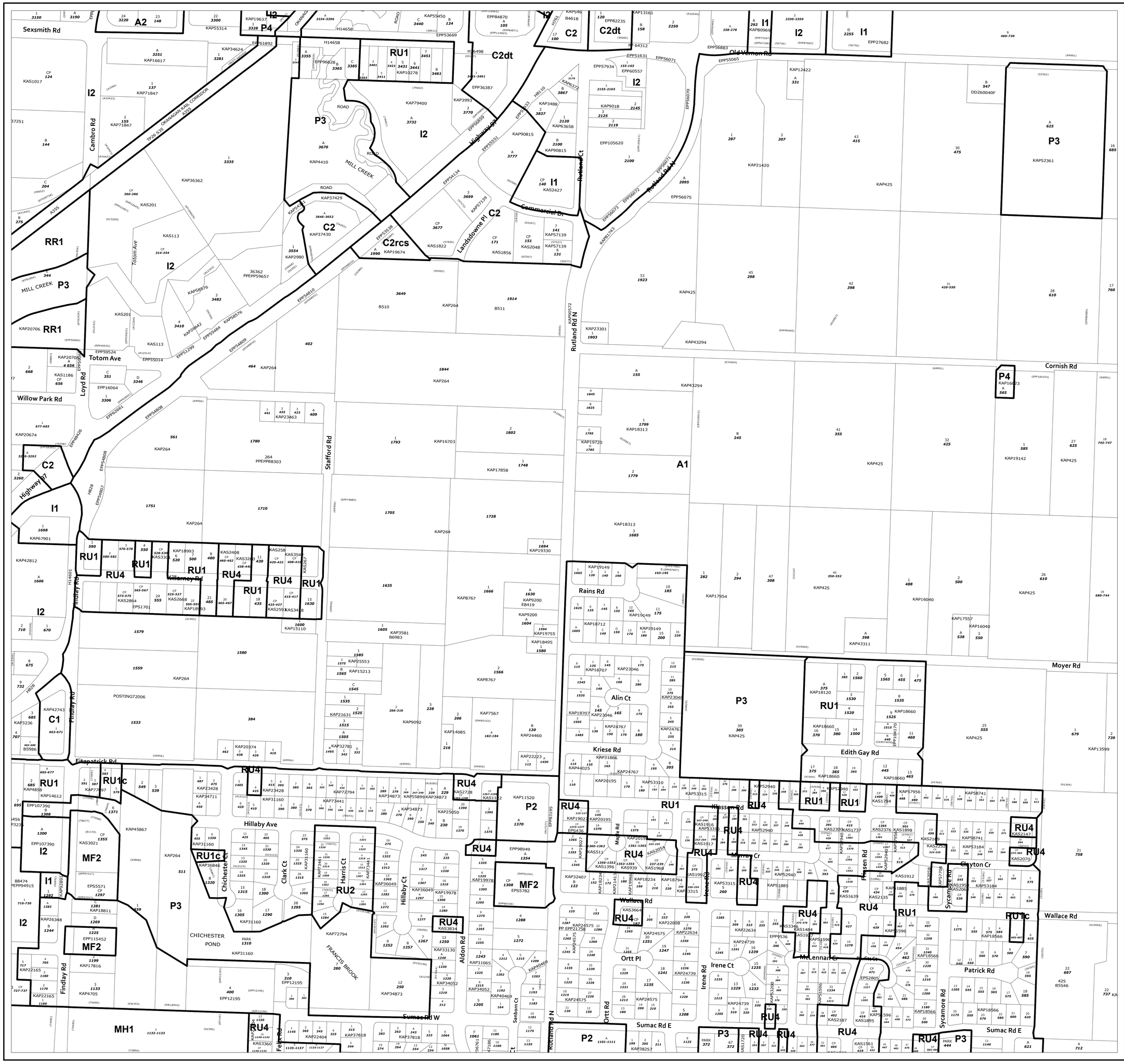

City of Kelowna

Zoning Bylaw

No. **26-35**

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23-03	23-02	23-01
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26-27	26-26	26-25

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. 26-36

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23-02	23-01	
26-35	26-36	27-31
26-26	26-25	27-30

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **27-06**

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26-12	27-07	27-08
26-01	27-06	
29-36		

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

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No. **27-07**

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26-13	27-18	27-17
26-12	27-07	27-08
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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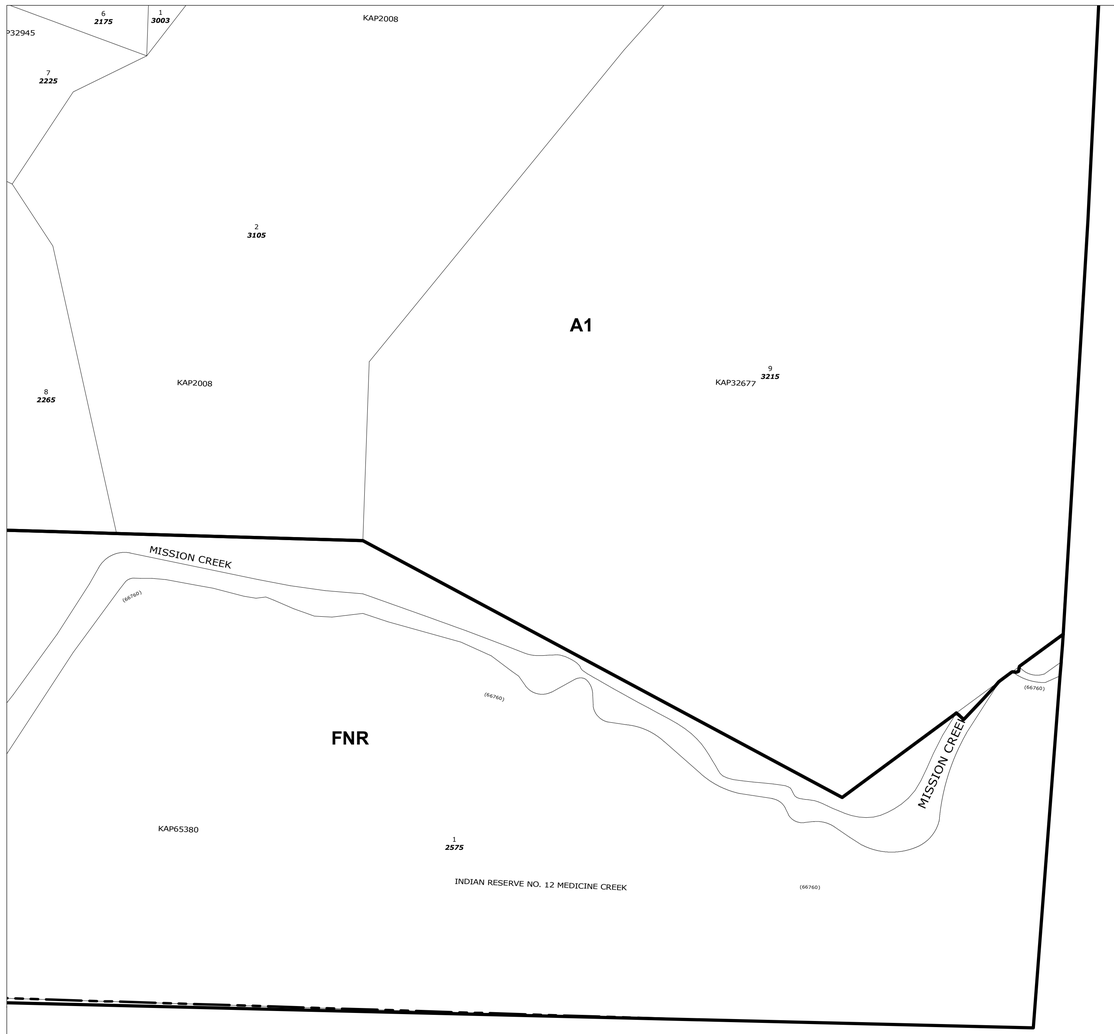

City of Kelowna

Zoning Bylaw

No. **27-08**

Index

27-18	27-17
27-07	27-08
27-06	

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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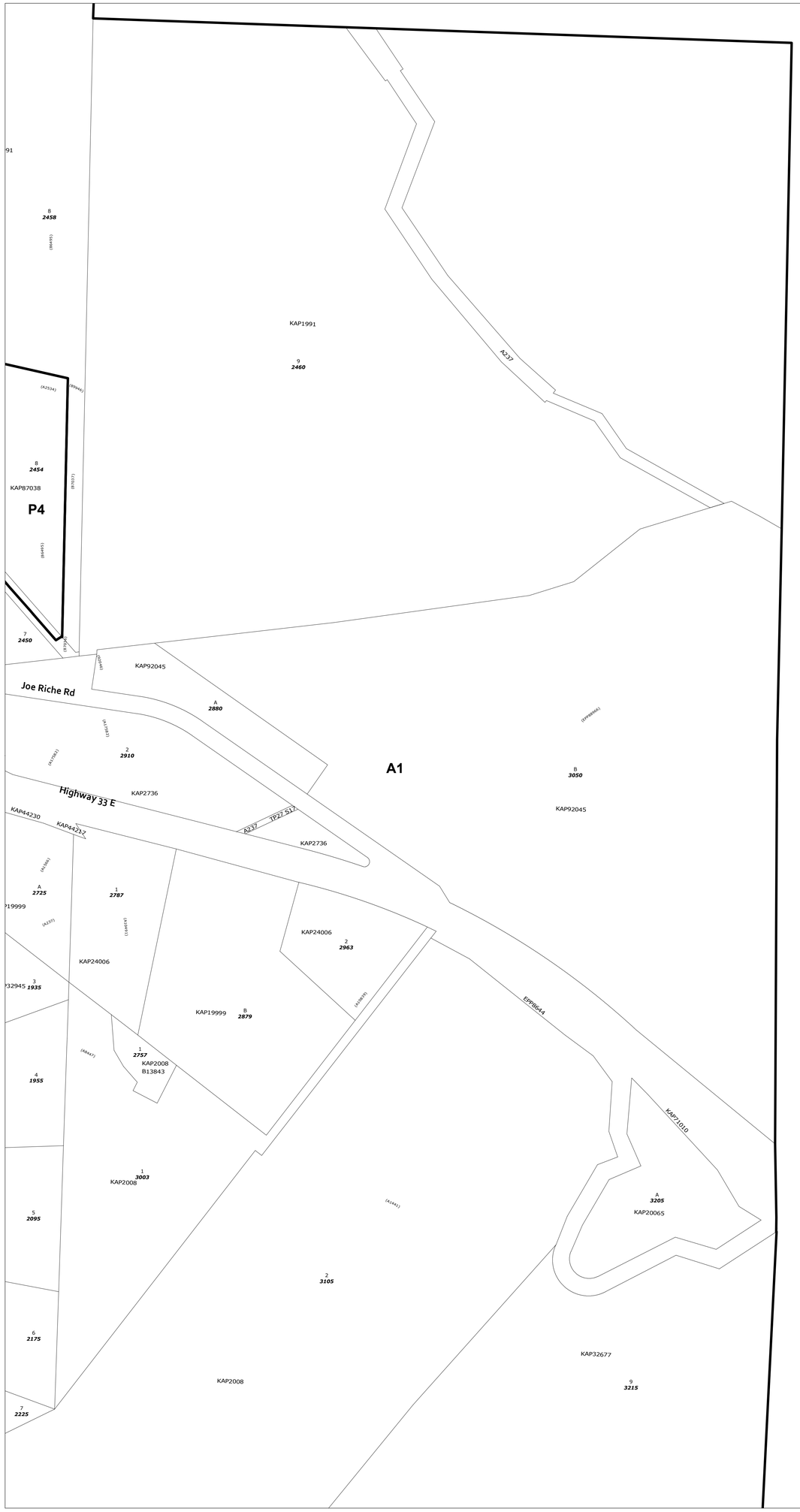

City of Kelowna

Zoning Bylaw

No. **27-17**

Index

27-18	27-17
27-07	27-08

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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Zoning Bylaw

No. **27-18**

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26-24	27-19	
26-13	27-18	27-17
26-12	27-07	27-08

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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Zoning Bylaw

No. **27-19**

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26-24	27-19	
26-13	27-18	27-17

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **27-30**

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26-36	27-31
26-25	27-30
26-24	27-19

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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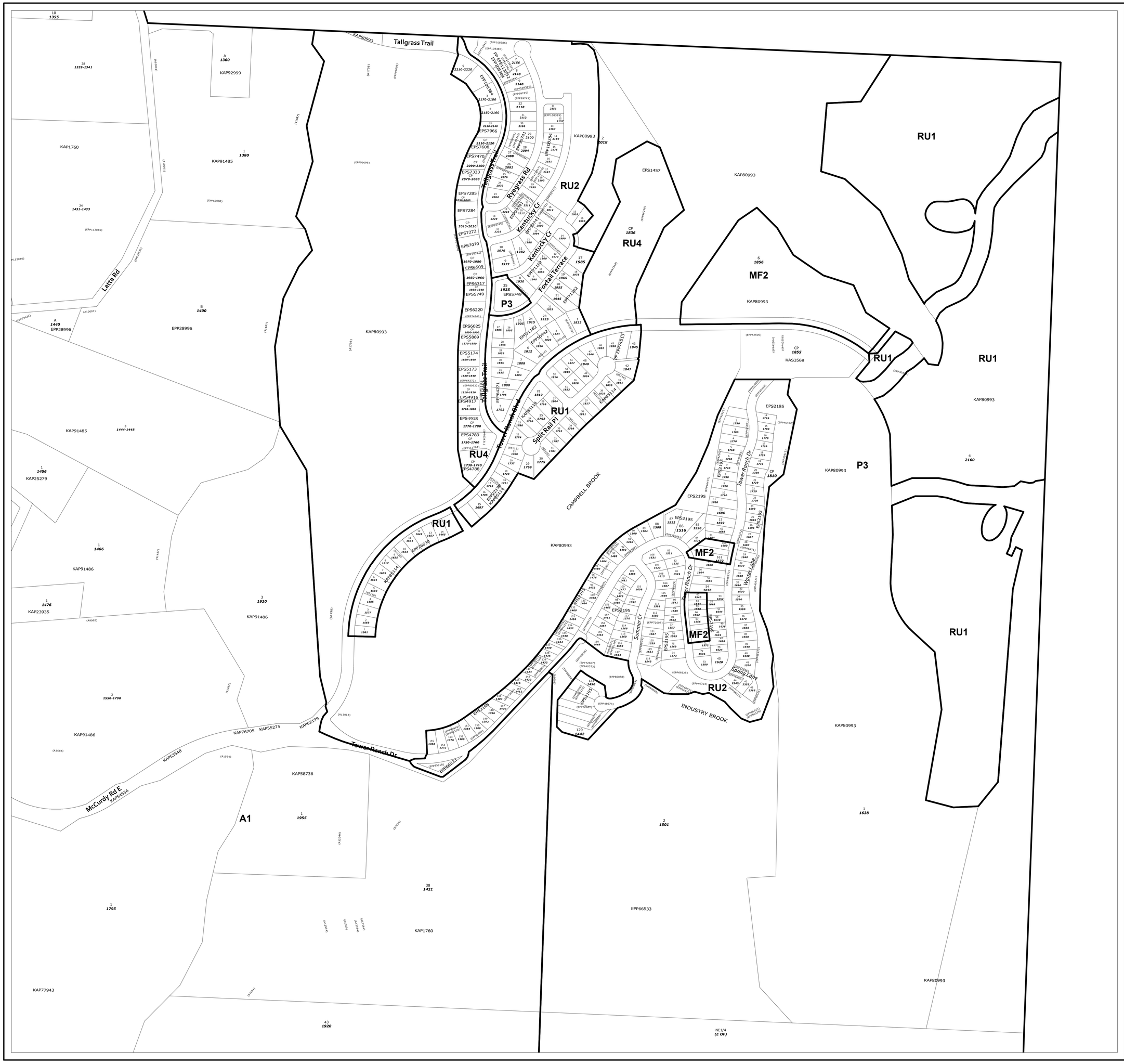

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Zoning Bylaw

No. **27-31**

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23-01	
26-36	27-31
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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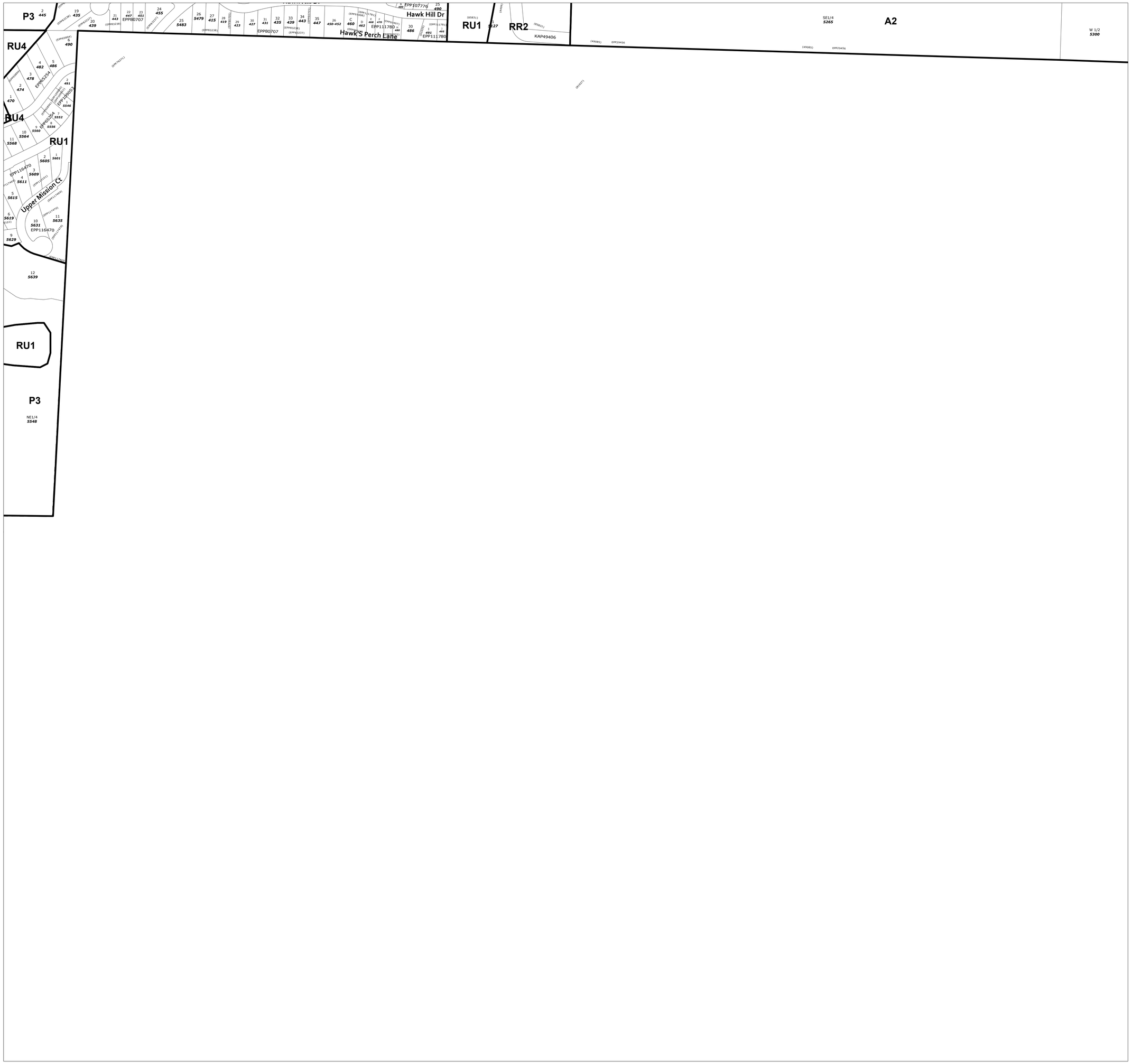

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Zoning Bylaw

No. **28-13**

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28-26	28-25	29-30
28-23	28-24	29-19
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

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28-22	28-23	28-24
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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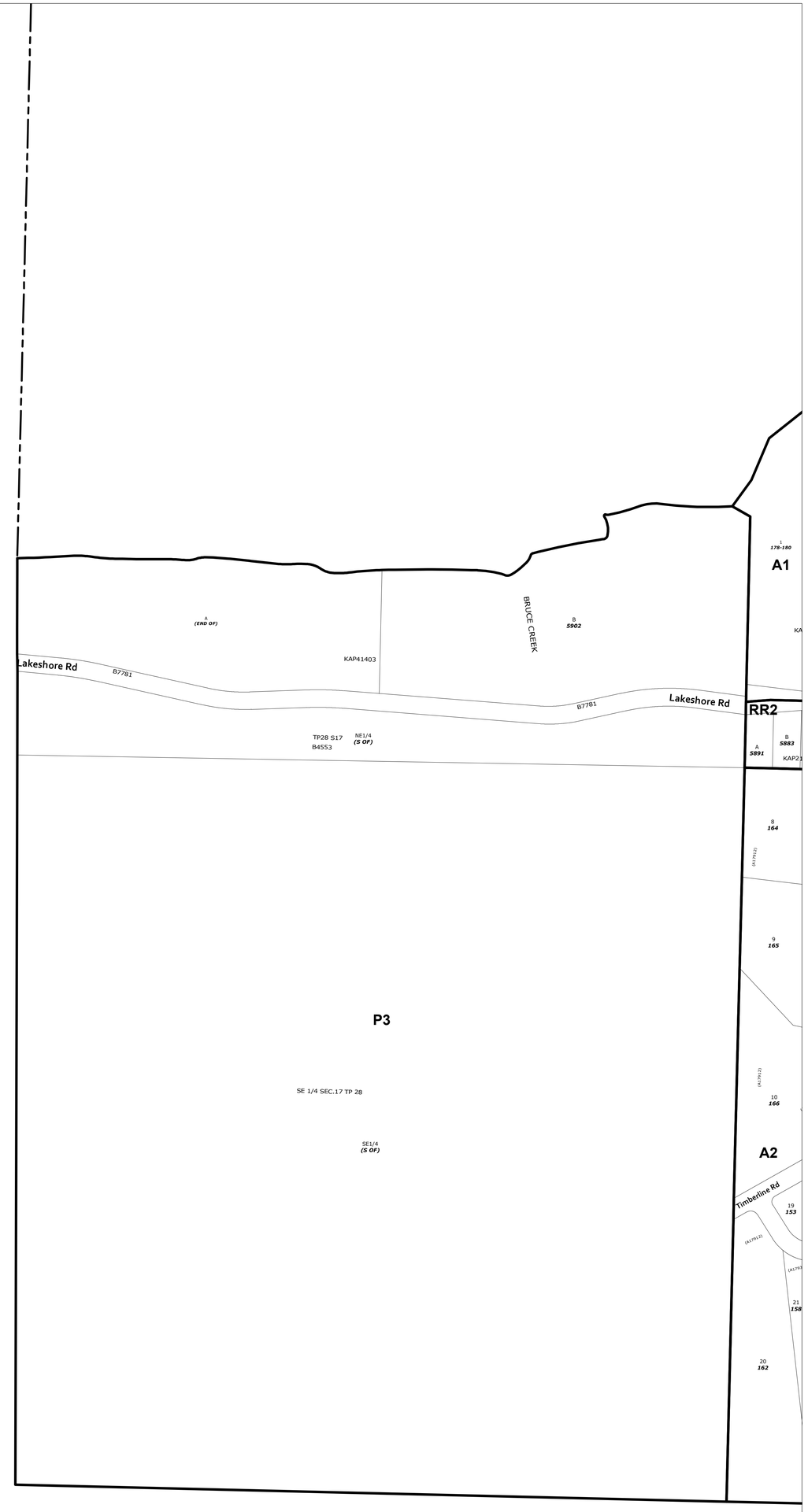

City of Kelowna

Zoning Bylaw

No. **28-17**

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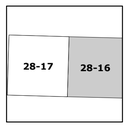

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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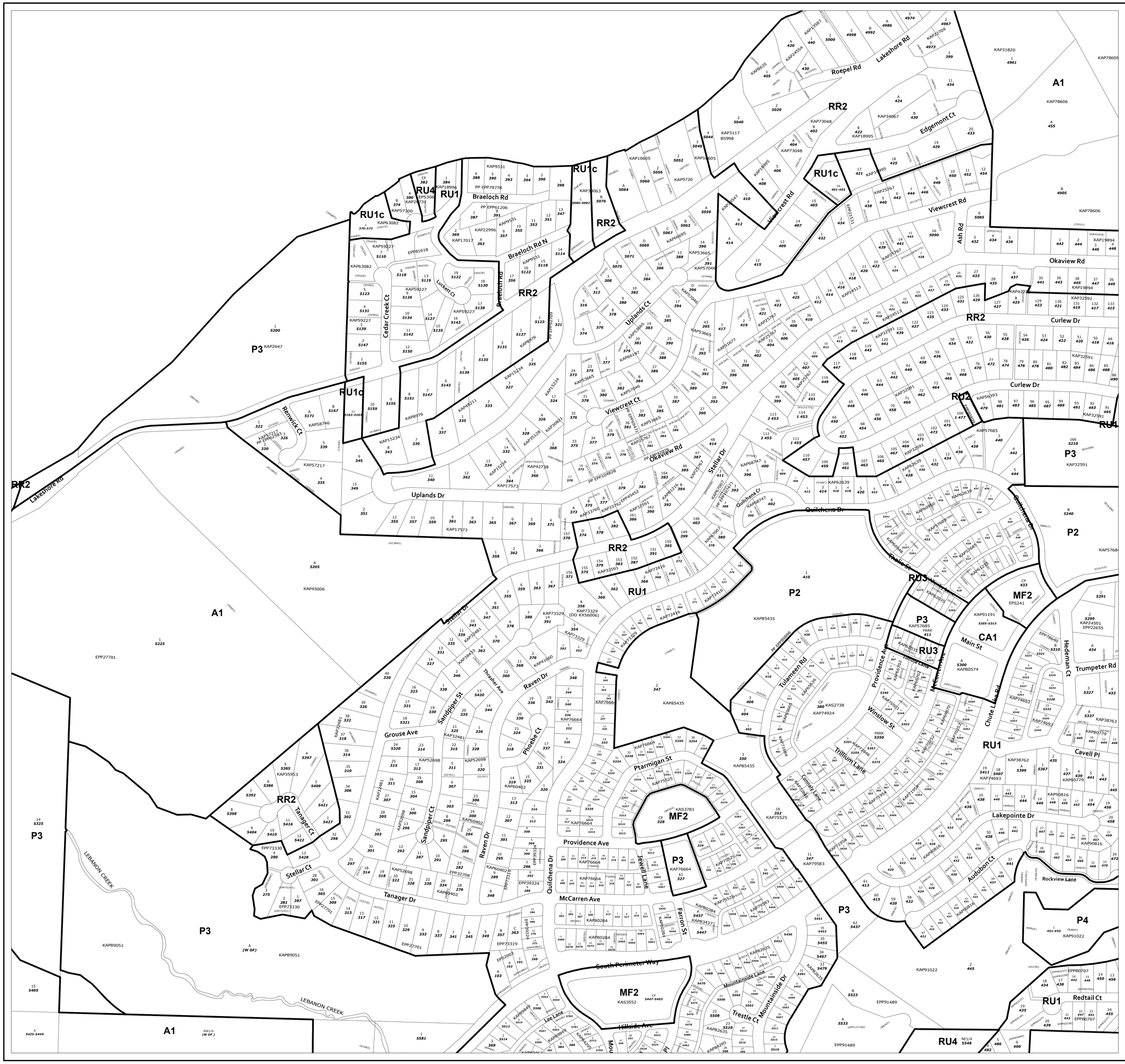

City of Kelowna

Zoning Bylaw

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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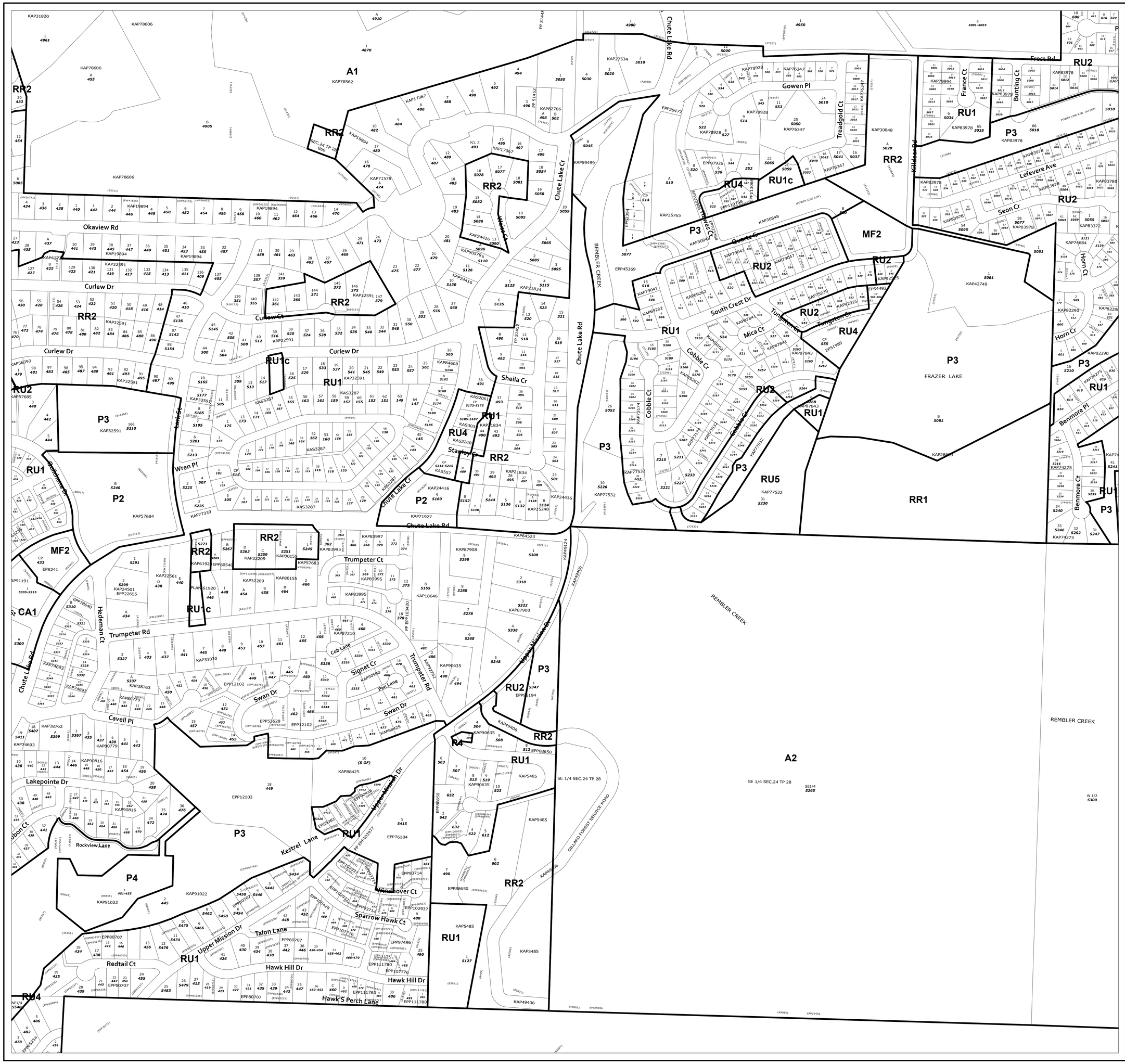

City of Kelowna

Zoning Bylaw

No. **28-24**

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	28-36	29-31
28-26	28-25	29-30
28-23	28-24	29-19
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **28-25**

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	25-01	26-06
	28-36	29-31
28-26	28-25	29-30
28-23	28-24	29-19

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **28-26**

Index

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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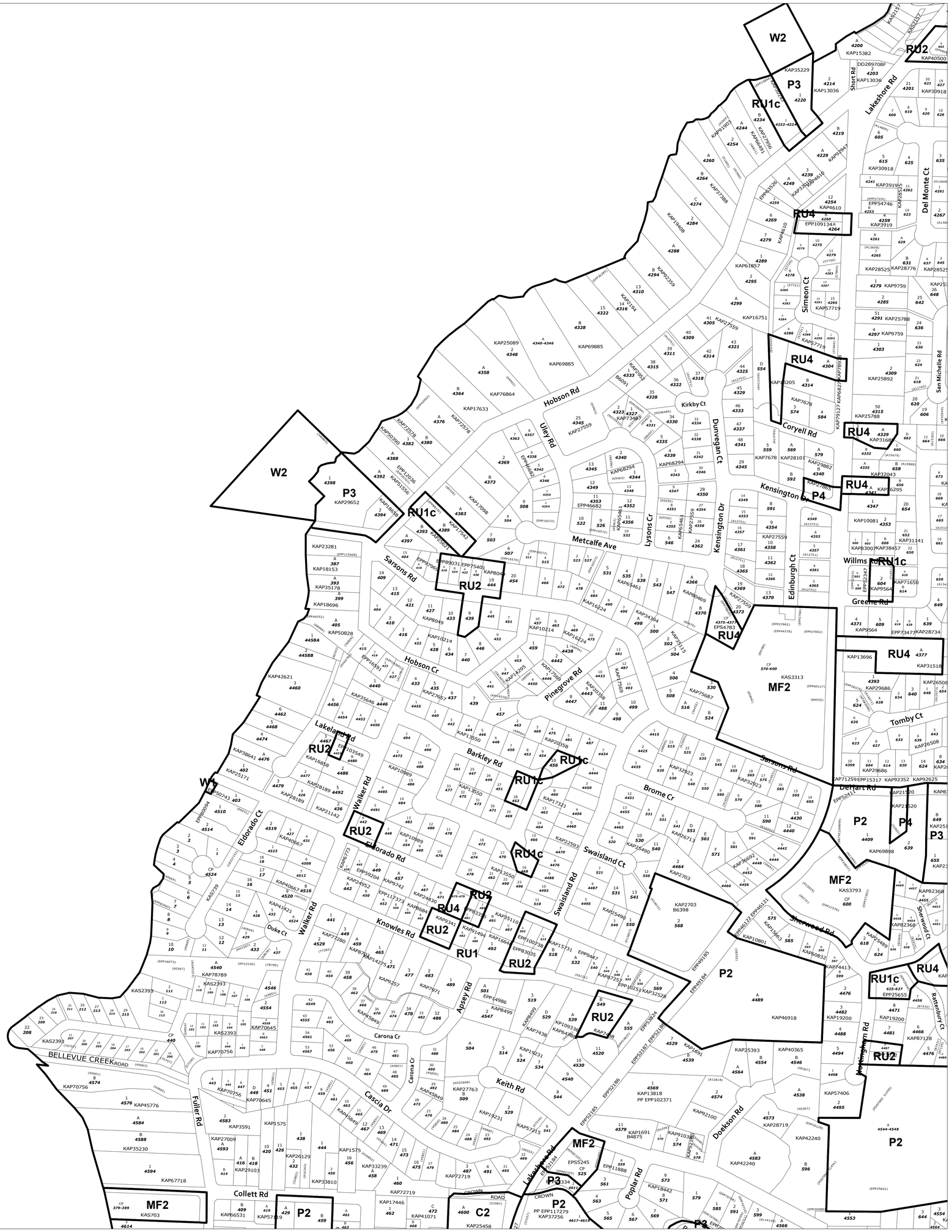

City of Kelowna

Zoning Bylaw

No. **28-36**

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25-01	26-06
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **29-19**

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28-24	29-19	29-20
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. 29-20

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29-30	29-29
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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **29-28**

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Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **29-29**

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29-31	29-32
29-30	29-29
29-19	29-20

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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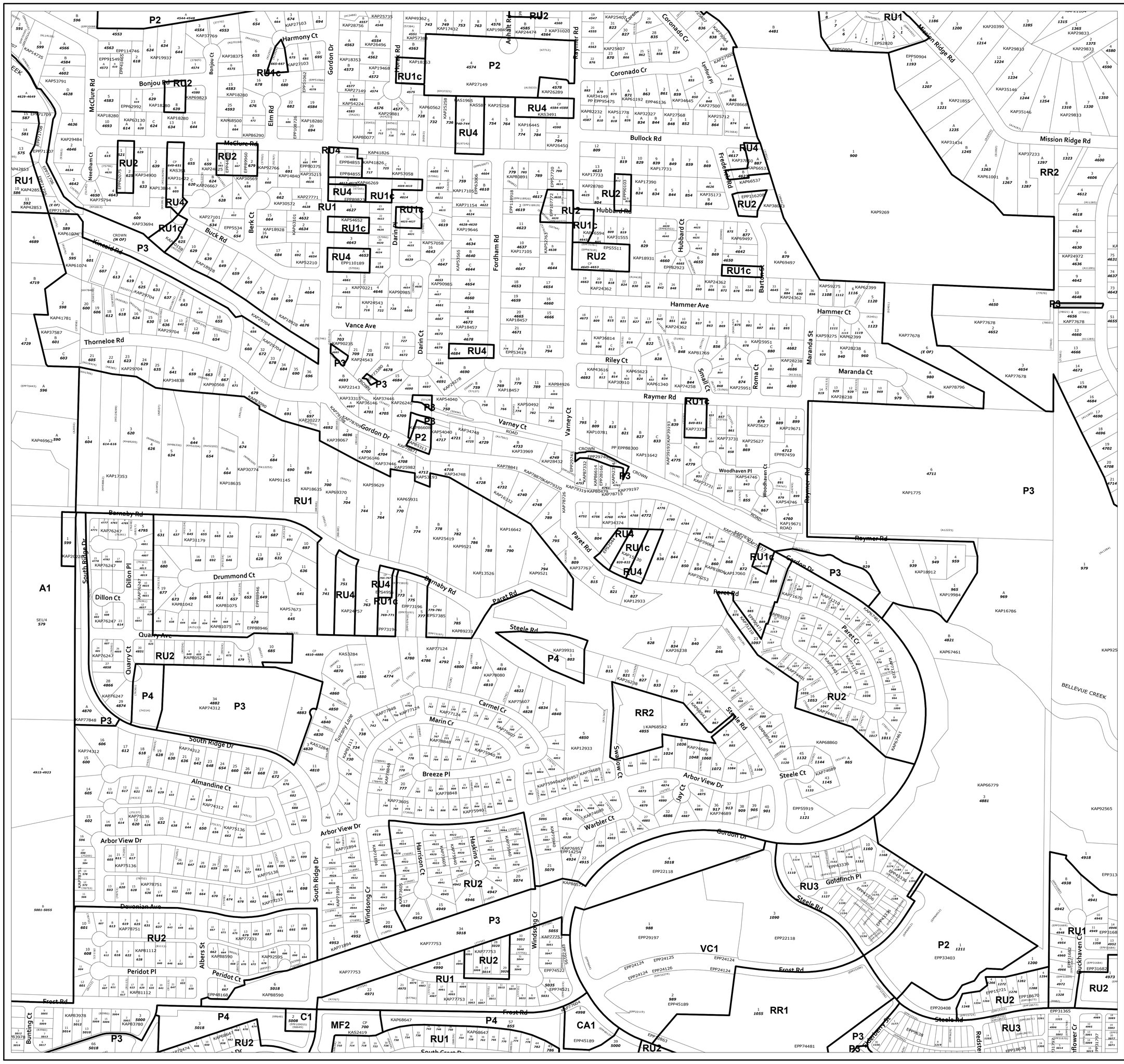

City of Kelowna

Zoning Bylaw

No. 29-30

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25-01	26-06	26-05
28-36	29-31	29-32
28-25	29-30	29-29
28-24	29-19	29-20

Legend

- Zoning
- Lot Line
- City Boundary

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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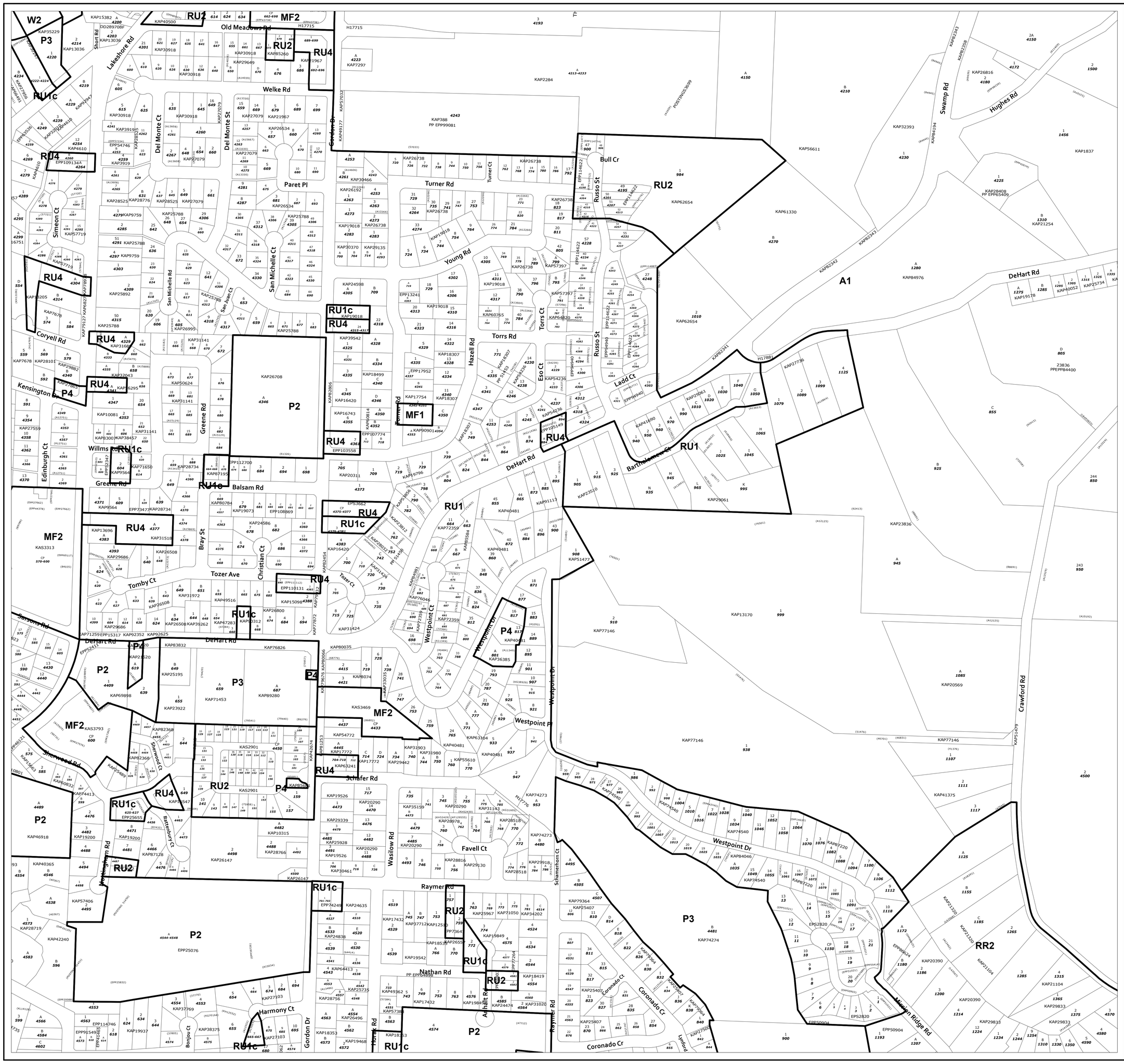

City of Kelowna

Zoning Bylaw

No. **29-31**

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25-12	26-07	26-08
25-01	26-06	26-05
28-36	29-31	29-32
28-25	29-30	29-29

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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Zoning Bylaw

No. **29-32**

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26-06	26-05	26-04
29-31	29-32	29-33
29-30	29-29	29-28

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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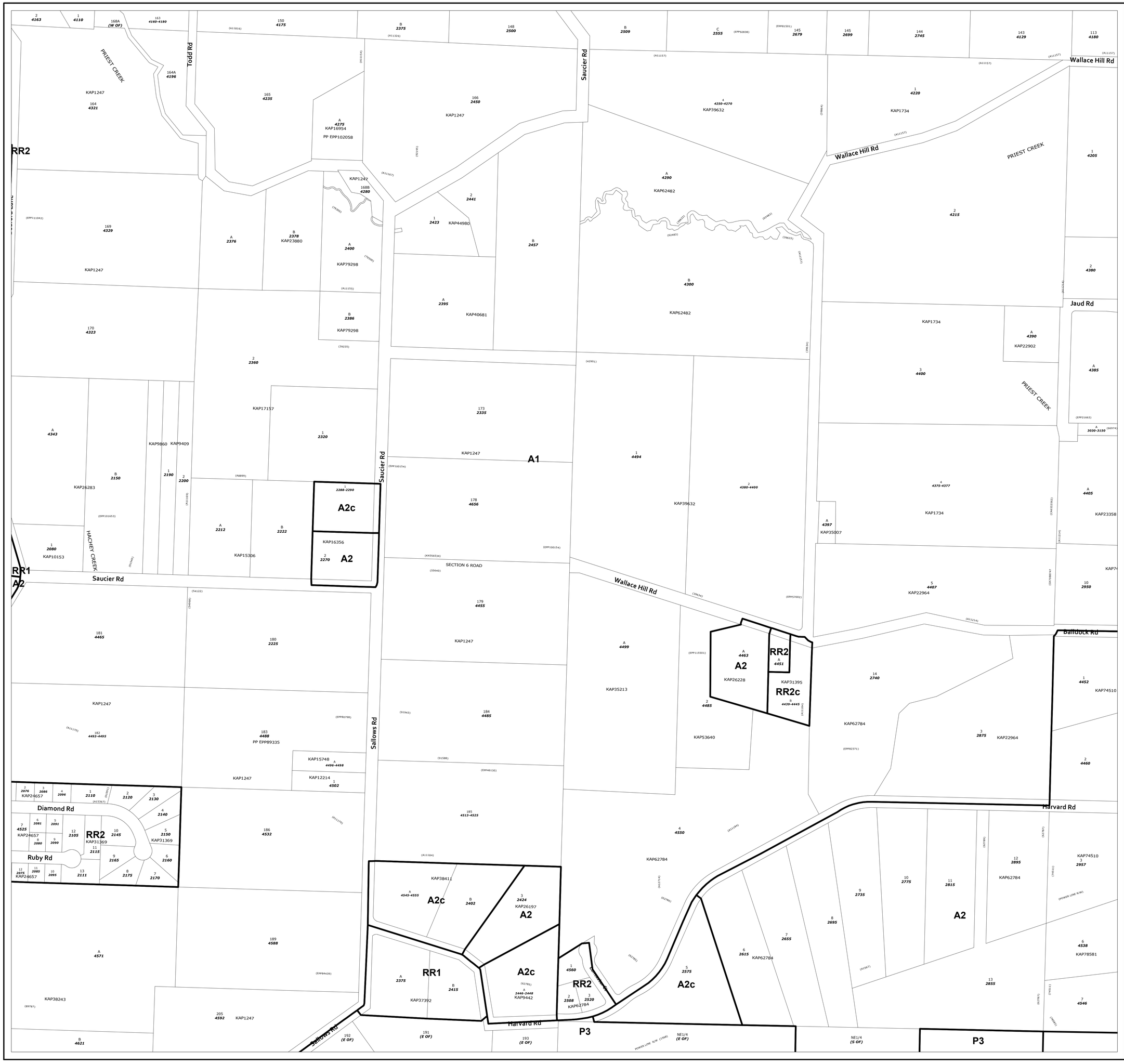

City of Kelowna

Zoning Bylaw

No. **29-33**

Index

26-05	26-04	26-03
29-32	29-33	29-34
29-29	29-28	

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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City of Kelowna

Zoning Bylaw

No. **29-34**

Index

26-04	26-03	26-02
29-33	29-34	29-35
29-28		

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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City of Kelowna

Zoning Bylaw

No. **29-35**

Index

26-10	26-11	26-12
26-03	26-02	26-01
29-34	29-35	29-36

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

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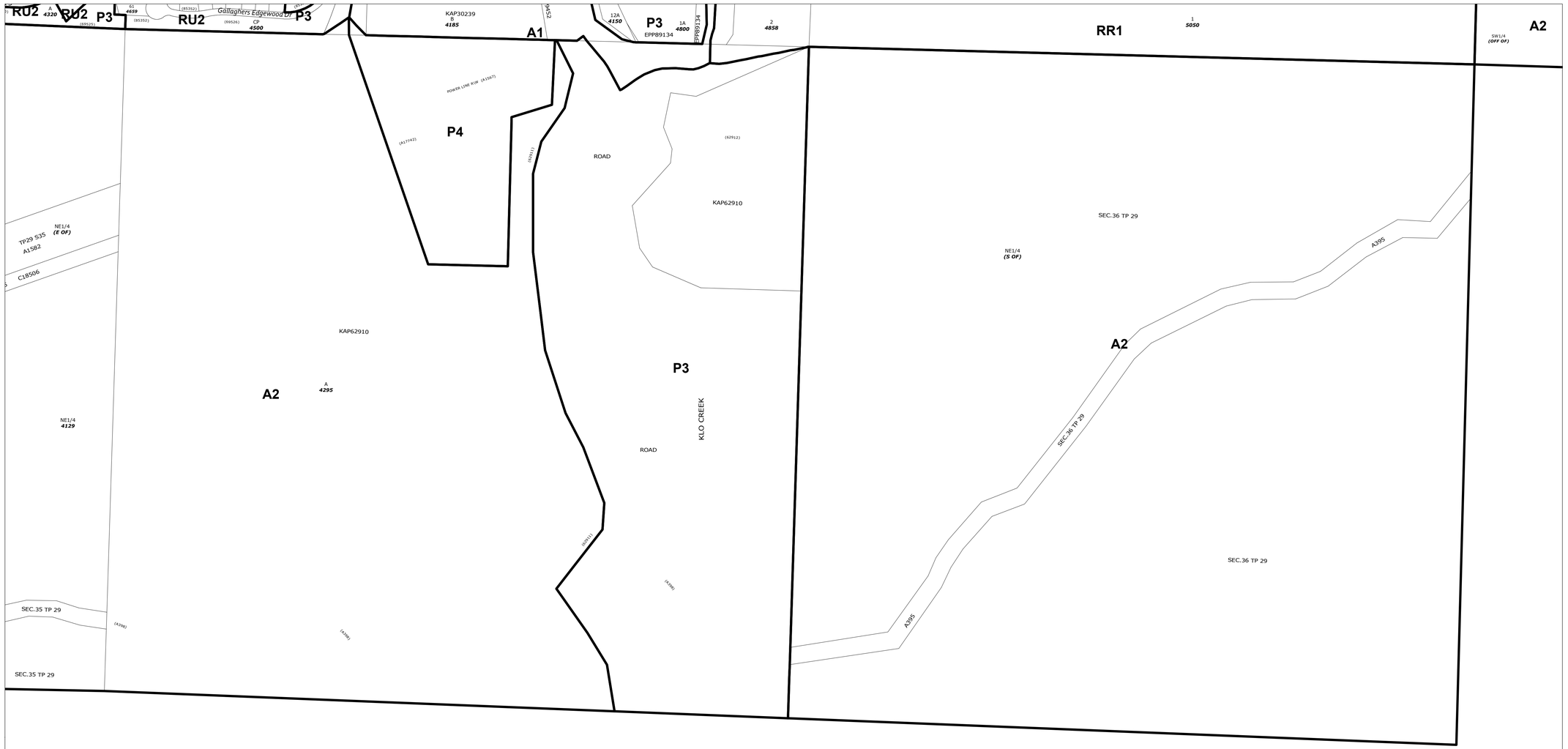

City of Kelowna

Zoning Bylaw

No. **29-36**

Index

26-02	26-01
29-35	29-36

Legend

- Zoning
- Lot Line
- City Boundary

N

Scale (meters)

0 25 50 100 150

Scale: 1:2500

Revision: 5/26/2022

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CITY OF KELOWNA

Density Bonusing for Public Amenities and Streetscape Reserve Fund Bylaw No. 12386

WHEREAS the establishment, maintenance and usage of financial reserves is necessary for management of funds collected for design and construction of urbanization and streetscape amenities;

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

1. The purpose of this Bylaw is to establish a reserve for the City to hold and manage the funds collected for the design and construction of sidewalks, landscaping, street furniture, drainage, and other infrastructure located within the boulevard;

2. Except as provided in S. 189 of the *Community Charter*, the only purpose for which funds from the Reserve Fund may be expended is for the provision of funds identified in Section 1 of this bylaw.

3. In this bylaw:

   3.1 'reserve fund' means the Density Bonusing for Public Amenities and Streetscape Reserve Fund established by this bylaw;

   3.2 'urbanization and streetscape amenities' means sidewalks, landscaping, street furniture, drainage, and other infrastructure located within the boulevard that are:

   (a) not included in the calculations used to determine the amount of any development cost charge under Section 559 of the Local Government Act, and

   (b) not required to be provided by an applicant for subdivision or a building permit by any bylaw or resolution enacted under Section 506 of the Local Government Act.

4. There is hereby established a Density Bonusing for Public Amenities and Streetscape Reserve Fund pursuant to Sections 188 and 189 of the Community Charter.

5. All monies received pursuant to the reserve fund, as provided for in the density bonusing provisions within City of Kelowna Zoning Bylaw No. 12375 or as otherwise provided for in either the *Local Government Act* or the *Community Charter*, must be credited to this Reserve Fund.

6. Monies in the reserve fund, including any interest earned, shall be used to provide urbanization and streetscape amenities on any street in the City.

7. This bylaw may be cited for all purposes as "Density Bonusing for Public Amenities and Streetscape Reserve Fund Bylaw No. 12386".

8. 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 30th day of May, 2022.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Report to Council

Date:	August 22, 2022
To:	Council
From:	City Manager
Subject:	Tree Protection Bylaw No. 8041 Amendments
Department:	Development Planning

Recommendation:

THAT Council receives, for information, the report from the Development Planning Department dated August 22, 2022, with respect to updating the Tree Protection Bylaw No. 8041;

AND THAT Bylaw No. 12025, being Bylaw Amendment No. 2 to the Tree Protection Bylaw No. 8041 be forwarded for reading consideration.

Purpose:

To update the bylaw regulating the removal and replacement of trees in riparian management areas and hazardous condition (steep slope) areas.

Background:

Previous Council Resolution

Resolution	Date
R0416/22/06/13 THAT Council receives, for information, the report from the Development Planning Department, dated May 30, 2022, with respect to urban tree canopy enhancement options; AND THAT Council directs staff to investigate the implementation requirements for the preferred six actions and report back to Council.	June 13, 2022

Discussion:

Based on the direction provided by Council, staff have developed amendments to the existing Tree Protection Bylaw No. 8041 in order to better align the bylaw with the natural environment protection

objectives of the new 2040 Official Community Plan. Specifically, increasing the urban tree canopy is a key objective.

The core intent of the bylaw remains unchanged. It defines trees protected under this bylaw as trees within Riparian Management Areas (RMAs) and steep slope areas (i.e. slopes exceeding 30%). These areas are defined within the 2040 Official Community Plan under the Natural Environment and Hazardous Condition Development Permit Area chapter.

The amendments proposed will address:

- Damage to protected trees is prohibited – this concern is highlighted more strongly in the proposed amendment wording and penalties for offences against the bylaw, which will support staff enforcement of tree retention particularly in areas where construction along an easement or property line may damage roots.
- Under the current bylaw, permits may be waived for diseased/hazardous trees. It is recommended that this exemption be amended to require a permit, although a retroactive permit would be given for emergency removals, to ensure trees are replaced. Ensuring replacement trees was a key Council directive from the June 13, 2022 resolution, in recognition of the 2040 OCP urban tree canopy expansion goals.
- The definition of a Protected Tree has been updated to reflect the current practice of requesting tree cutting permits for most trees within Riparian Management Areas and on slopes greater than 30%, in keeping with the 2040 OCP direction of "no net loss" of ecosystem services.
- Replacement requirements have been adjusted to align with the formula proposed by Urban Forestry staff.
- Invasive species are exempted from removal permit requirements in order to encourage their removal.
- Wildfire mitigation pruning is exempted from the permitting requirement to encourage land owners to effectively maintain and protect their property from wildfires.
- Tree Protection Barrier, the temporary fencing recommended to protect tree roots, is defined and instructions are provided to encourage effective protection of retained trees.
- Clarified application requirements to support applicants with clear instructions, in particular the requirement for the tree to be assessed by a certified arborist or registered professional forester.
- Updated security deposit requirements to be consistent with other security deposit regulations enforced for landscaping.
- Added option to pay for replacement trees that would be planted off-site, but only if there is insufficient room on site for the multiple replacements required.
- Added more detail on the length of time applicants should expect to maintain a tree within a natural area to support its establishment. Most trees need three to five years of care and maintenance, primarily watering/irrigation, to become established. Following this period, healthy trees should not need supplemental irrigation.
- General housekeeping to clean up/modernize terminology.

Conclusion:
Staff propose the above amendments to improve tree protection outcomes in sensitive environmental areas. The amendments will address several gaps in protection and replacement requirements for trees in areas where they are particularly important for wildlife habitat.

Internal Circulation:
City Clerk
Parks

Considerations applicable to this report:

Legal/Statutory Authority:
The Community Charter enables Council to "regulate, prohibit or impose requirements in relation to [...] trees" (sections 8(3)(c), 50 and 52). The Community Charter provides municipalities with the rights to provide services and develop bylaws including the development of Tree Bylaws and Official Community Plan environmental protection provisions. Also, The Local Government Act sets out in S.527 (1) that a local government may, by bylaw, require, set standards for and regulate the provision of screening or landscaping for one or more of the following purposes: ... (b) preserving, protecting, restoring and enhancing the natural environment; and (c) preventing hazardous conditions.

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

Submitted by: Jennifer Miles, Environmental Coordinator

Reviewed by: Terry Barton, Development Planning Department Manager

Approved for inclusion: Ryan Smith, Director Planning and Development Services

Attachments:
Schedule "A": Summary of Changes
Schedule "B": Revised Tree Cutting Permit Application

Schedule A – Proposed Text Amendments to Bylaw No. 8041

No.	Section	Current Wording	Proposed Wording	Reason for Change
1.	2.1 (a) Applicability	This bylaw applies to all lands listed in Schedule A – Tree Cutting Permit Areas of this bylaw; and	2.1 (ii) trees within covenant areas.	Schedule A is redundant and should be deleted. It includes specific lands with covenants, but does not cover all tree protection covenants added since the original adoption.
2.	2.1 (a) Applicability	(i) within a designated stream corridor leave strip as identified in Table 2.1 PUBLIC ROUTES OF ACCESS AND FISH-BEARING STATUS OF STREAMS, and Table 2.2 STREAM CORRIDOR LEAVE STRIP STANDARDS of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600	This bylaw applies to: (i) all lands designated as being within a Natural Environment/Hazardous Condition Development Permit Area as established by Kelowna Official Community Plan, as amended, which are either within a Riparian Management Area or on a slope of 30% or greater; and	Updated wording to be consistent with the 2040 OCP
3.	3.1 Definitions		"City" means the Corporation of the City of Kelowna.	Added for consistency with other bylaws.
4.	3.1 Definitions	"DBH" means a tree diameter at breast height (1 m above grade);	"DBH" means a tree trunk diameter measured at breast height (1 m above grade). For multi-stemmed trees this measurement is equal to the cumulative total of the DBH of the three largest stems;	Clarify how multi-stemmed trees are measured.
5.	3.1 Definitions		"damage" means any action which will cause a tree to decline in health or die, including, but not limited to: ringing or removing bark, poisoning, burning, topping (unless branches are weak/diseased), raising/lowering the grade within a Tree Protection Zone, stockpiling material or driving within a tree protection zone, cutting roots, excavation impacting	Added to clarify prohibitions.

			roots, or excessive pruning (exceeding 25% of live branches within a 12 month period);	
6.	3.1 Definitions	"Director of Planning & Development Services" means the person appointed by ~~Council~~ as such and includes ~~his or her lawful deputy~~;	"Director of Planning & Development Services" means the person appointed by the City as such and includes the person's lawful designate;	Updated wording for consistency with current bylaws.
7.	3.1 Definitions		"drip line" means a circle on the ground around a tree trunk that corresponds to and is directly below the tips of the tree's outermost branches;	Add clarity to tree protection zone definition.
8.	3.1 Definitions		"fruit tree" means any tree, fruiting or flowering, of the Genus Malus, Prunus, Pyrus, or Cydonia;	Add clarity to exempted tree types.
9.	3.1 Definitions; 7.0 Permit Application Procedure (subsections b, c, d)	"group of trees" means a tree massing that includes a minimum of 20 trees with a maximum spacing of 5 m between each tree;	Deleted all references	Definition unnecessary as site plan must identify all trees – a group would be easily identified.
10.	3.1 Definitions		"invasive tree" means Siberian Elm (Ulmus pumila), Russian olive (Elaeagnus angustifolia), and Tree of Heaven (Ailanthus altissima) in addition to any other species identified by the provincial invasive species authority;	Add clarity to exempted tree types.

11.	3.1 Definitions		"Tree Protection Zone" means the area of land around the tree that must be protected to prevent damage to roots, defined by an arborist, which should include the area below the dripline (see Schedule A for details and drawing).	Added definition to enhance tree protection during construction and encourage improved tree retention.
12.	3.1 Definitions	~~"leave strip" means an area established to protect the riparian zone of all streams identified in Tables 2.1 and 2.2 of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600. Leave strips along stream corridors with banks which have a slope of greater than 10% shall be measured from the top of the bank. Leave Strips along streams with moderately sloping banks (less than 10% slope) shall be measured from the normal high water mark. The Leave Strip width is as determined in Table 2.2 of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600.~~	"Riparian Management Area" means an area of sufficient width to include any significant natural attribute and adjacent ecosystem (e.g. vegetation, water features, fish and wildlife habitat, escarpments, terraces, steep valley sides and cliffs) adjacent to a water course, linking aquatic to terrestrial ecosystems and includes both existing and potential riparian vegetation and existing and potential adjacent upland vegetation that exerts an influence on the stream and the size of which is determined based on the water course location as identified in the Official Community Plan.	Removed old "leave strip" terminology to ensure consistency with current 2040 OCP RMA terminology.
13.	3.1 Definitions	"permit" means a Tree Cutting Permit issued pursuant to ~~Section 7.0~~ of this bylaw;	"permit" means a Tree Cutting Permit issued pursuant to this bylaw;	Removed specific section number to avoid misinterpretation.
14.	3.1 Definitions	"professional engineer" means a professional engineer registered under the Engineers and Geoscientists Act, with experience in geotechnical engineering;	Deleted all references	Removed as this profession is not qualified for assessing trees.
15.	3.1 Definitions	"protected tree" means any tree with a diameter of ~~150~~ mm or more measured 1 m above grade (DBH); ~~which is:~~ ~~(a) located within a designated stream corridor Leave Strip within a Natural Environment/Hazardous Condition Development Permit Area as identified in Kelowna Official Community Plan (1994-2013) Bylaw No. 7600;~~	"protected tree" means any tree within the lands to which this bylaw applies with a diameter of 100 mm or more measured 1 m above grade (100 mm DBH);	Updated to reflect the current practice of requesting tree cutting permits for most trees within Riparian Management Areas and on slopes greater than 30%, in keeping with the 2040 OCP direction of "no net loss" of ecosystem services and Riparian Management Area definition.

		~~(b) located on a slope with a grade equal to or greater than 30% and which is within a Natural Environment/Hazardous Condition Development Permit Area as identified in Kelowna Official Community Plan (1994-2013) Bylaw No. 7600; or~~ ~~(c) any tree located on land listed in Schedule "A" of this bylaw;~~		
16.	3.1 Definitions	"qualified person" means a ~~professional engineer,~~ landscape architect, or a certified arborist;	"qualified person" means a landscape architect, registered professional forester, or a certified arborist;	Updated to include relevant professional expertise relating to wildfire mitigation and forests.
17.	3.1 Definitions	"replacement tree" means a tree planted ~~on a property~~ to replace a tree which has been removed or damaged ~~on the same property~~;	"replacement tree" means a tree required to replace a tree which has been removed or damaged;	Removed redundant wording and provide option for replacements off-site.
18.	4.0 Prohibitions	4.1 Except as authorized by Section 5.0 of this bylaw, no person(s) including owners shall cut down, or allow to be cut down, or damage a protected tree without first obtaining a permit issued pursuant to this bylaw.	4.1 No person(s) including owners shall damage a protected tree willfully. If damage occurs, the responsible person will be required to replace the damaged tree according to the permitting provisions of this bylaw. 4.2 Except as authorized by Section 5.0 of this bylaw, no person(s) including owners shall cut down, or allow to be cut down, a protected tree without first obtaining a permit issued pursuant to this bylaw.	Highlighted prohibition of damage, to deter tree loss and protect public safety, by splitting this section into two parts.
19.	5.0 Exemptions	(a) the ~~removal~~ or pruning of dead, diseased or damaged trees or limbs by standard arboricultural practices as identified by a qualified person and approved, in writing, by the Director of Planning & Development Services;	5.1 (a) the pruning of protected trees to address dead, diseased or damaged limbs, when the prior approval of the Director of Planning & Development Services or their designated agent is given and the pruning follows standard arboricultural practices to avoid tree damage;	Adjusted to ensure all protected tree removals are considered under the permitting process.
20.	5.0 Exemptions		5.1 (b) the pruning of limbs, within 2 m of the ground or touching structures (and less than 30% of the live canopy), to mitigate wildfire risk;	Added to allow wildfire mitigation pruning without requiring a permit.

21.	5.0 Exemptions /6.0 Delegation of Authority	5.1 (b) the emergency removal of dangerous or hazardous trees or limbs by standard arboricultural practices as which is to be reported immediately to the Director of Planning & Development Services;	6.1 (a) allow the emergency removal of dangerous or hazardous trees or limbs by standard arboricultural practices prior to permit issuance if reported immediately to the Director of Planning & Development Services;	Moved to Section 6, to allow discretion in the application of permit requirements while supporting OCP 2040 policy to replace trees.
22.	5.0 Exemptions		5.1 (a) the removal of invasive trees;	Exempts nuisance invasive trees from the permitting process to encourage their removal.
23.	6.0 Delegation of Authority	6.1 (g) refuse issuance of a permit if a report prepared by a qualified person(s) as ~~described in Section 7.1(h) of~~ this bylaw, finds that the proposed cutting may create adverse impact(s);	6.1 (g) refuse issuance of a permit if a report prepared by a qualified person(s) finds that the proposed cutting may create adverse impact(s);	Clarification.
24.	7.0 Permit Application Procedure		7.1 Permit applications will be considered for the removal of dead, diseased or damaged trees or limbs. The hazard posed must be clearly identified by a qualified person who, in writing, confirms the dangerous or hazardous tree or limb must be cut down based on their professional expertise. Permit applications may also be considered if the tree is causing damage to property, including damage to roofs, retaining walls and sidewalks, that standard arboriculture practices cannot rectify.	Clarifies the conditions under which tree cutting permits may be considered.
25.	7.0 Permit Application Procedure	7.1 (b) the location of each tree ~~or group of trees~~ on the ~~property with a DBH of 150 mm or greater within a stream corridor leave strip and/or area of slope with a grade equal to or greater than 30% (tree protection area)~~, including trees within two metres of the property line on an adjacent property; 7.1 (c) a site plan clearly identifying which tree(s) ~~or group(s) of trees~~ including type	7.2 (b) the location of each protected tree(s) on the property, including trees within two metres of the property line on an adjacent property; (c) a site plan (preferably an air photo) clearly identifying which protected tree(s) are requested to be cut down, including the type (coniferous or deciduous) and size (DBH) of the tree(s);	Clarifies that permit is relating to the specified trees (defined as protected) that this bylaw applies to and removes redundant text.

		(coniferous or deciduous), size (DBH) and number of trees which are requested to be cut down; (d) a site plan clearly identifying ~~which~~ trees ~~or group of trees~~ ~~including type and size which~~ are to be retained;	(d) a site plan clearly identifying trees that are to be retained;	
26.	7.0 Permit Application Procedure		7.2 (h) the certification credentials of the qualified person;	Added to aid staff in adjudicating applications
27.	7.0 Permit Application Procedure	7.2 Upon receipt of an application for a ~~Tree Cutting~~ Permit, ~~the contents of which complies with Section 7.1 of this bylaw~~, the Director of Planning & Development Services may issue a permit with or without conditions, including but not limited to any of the following:	7.3 Upon receipt of an application for a Permit the Director of Planning & Development Services may issue a permit with or without conditions, including but not limited to any of the following:	Removed redundant text.
28.	7.0 Permit Application Procedure	7.2 (c) that the employees and authorized agents of the City of Kelowna be permitted to enter onto the land at any reasonable time to carry out assessments and inspections to determine whether the terms of ~~the tree cutting permit~~ are being complied with;	7.3 (c) that the employees and authorized agents of the City of Kelowna be permitted to enter onto the land at any reasonable time to carry out assessments and inspections to determine whether the terms of this bylaw are being complied with;	Clarification to allow staff the opportunity to inspect prior to permit issuance.
29.	8.0 Security Deposit	8.1 The applicant is required to submit a security deposit for full and proper compliance with all terms and conditions in the permit, including provision of all replacement trees, materials and maintenance required for site reinstatement.	8.1 At the discretion of the Director of Planning & Development Services, the applicant is required to submit a security deposit for full and proper compliance with all terms and conditions in the permit, including provision of all replacement trees, materials and maintenance required for site reinstatement.	Clarified requirements for security deposit.
30.	8.0 Security Deposit		8.4 Upon inspection by the City one (1) year after planting, 90% of the security deposit will be returned if the replacement tree is deemed to be in satisfactory health. If a deficiency is identified, the City will withhold the security deposit until the deficiency is rectified.	Added process for security deposit return that aligns with process used for development permits.

31.	8.0 Security Deposit	8.4 There shall be a 10% holdback of the security deposit for a period of one year ~~after the work has been completed to the satisfaction of the City of Kelowna~~.	8.5 There shall be a 10% holdback of the security deposit for an additional period of one (1) year and this holdback may be returned following a second inspection to confirm the tree remains in satisfactory health.	Clarified that 10% of the deposit will be held for 2 years to encourage tree establishment.
32.	10.0 Replacement Trees	10.1 Unless this provision is waived or modified by Council or the Director of Planning & Development Services, any tree(s) cut down, removed or altered in accordance with the provisions of this bylaw shall be replaced within one growing season ~~at a ratio of two replacement trees for each tree removed, and shall be planted and maintained on the same parcel as the tree(s) removed~~.	10.1 Unless this provision is waived or modified by Council or the Director of Planning & Development Services, any tree(s) cut down, removed or altered in accordance with the provisions of this bylaw shall be replaced within one growing season. The replacement formula is determined by the size of the protected tree removed: •1 tree at 0 mm - 151 mm (6") DBH = 2 replacement trees •1 tree at 152 mm - 304 mm (12") DBH = 3 replacement trees •1 tree at 305 mm - 456 mm (18") DBH = 4 replacement trees •1 tree at 457 mm - 609 mm (24") DBH = 6 replacement trees •1 tree at 610 mm and larger (36") DBH = 8 replacement trees	Adopted provincial replacement formula to determine the number of replacement trees that better reflects the value of the tree lost.
33.	10.0 Replacement Trees	10.2 At least one of the replacement trees must be of the same type (i.e. either a coniferous or deciduous tree) as the tree type being removed. The minimum size of replacement trees shall be ~~3.0~~ m (~~10~~ feet) in height for conifers and ~~80~~ mm (~~3.2~~ inches) diameter at breast height (DBH) for deciduous species.	10.2 At least one of the replacement trees must be of the same type (i.e. either a coniferous or deciduous tree) as the tree type being removed. The minimum size of replacement trees shall be 2.0 m (6.5 feet) in height for conifers and 60 mm (2.4 inches) diameter at breast height (DBH) for deciduous species. The qualified professional may propose alternative size and type replacements if deemed equivalent by the Director of Planning & Development.	Minimum sizes were adjusted based on the experience of Urban Forestry staff indicating smaller trees have better survival rates and can be easier to procure.

34.	10.0 Replacement Trees	10.3 In addition to any penalty that may be imposed under this bylaw, where a person cuts down, removes or damages any tree, or permits any tree to be cut down, removed or damaged, in violation of this bylaw, or in violation of any permit issued under this bylaw~~, that tree shall be replaced at a ratio of two replacement trees for each tree removed and in accordance with the terms expressed in Section 10.1.~~	10.3 In addition to any penalty that may be imposed under this bylaw, where a person cuts down, removes or damages any protected tree, or permits any protected tree to be cut down, removed or damaged, in violation of this bylaw, or in violation of any permit issued under this bylaw, compensation will be paid to the City to cover the cost of replacement trees to be planted at the City's discretion.	Added option for City to determine additional replacement tree costs to fund off-site planting when a permit violation occurs.
35.	10.0 Replacement Trees	10.4 Maintenance requirements shall be specified in the replacement plan and carried out in accordance with the specifications.	10.4 Planting and maintenance requirements shall be specified in a replacement plan provided by a qualified person. Maintenance must include watering bags or equivalent irrigation to support the establishment of the tree for at least three years after planting. Planting and maintenance must be carried out in accordance with the replacement plan specifications.	Added specific maintenance requirements to improve tree outcomes.
36.	13.0 Offences and Penalties	13.2 Every person who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding ~~Two~~ Thousand Dollars (~~$2~~,000.00) and the costs of prosecution.	13.2 Every person who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Ten Thousand Dollars ($10,000.00) and the costs of prosecution.	Updated to reflect value of trees.
37.	16.0 Schedules	16.1 Schedule A – Tree Cutting Permit Areas	16.1 Schedule A – Tree Protection Zone Installation Standards (see bylaw as text is too large to fit in this table)	Removed redundant areas identified by the original Schedule A (as noted above) and replaced it with a standard to guide protection measures for tree retention.

Development Planning
1435 Water Street Kelowna, BC
V1Y 1J4
250-469-8626
kelowna.ca

Kelowna is located on the traditional, ancestral, unceded territory of the syilx/Okanagan people

TREE CUTTING PERMIT

APPLICANT

Application Primary Contact:

Full Legal Name:	
Company: (if applicable)	
Mailing Address:	
City:	Postal Code:
Primary Contact No.:	Secondary Contact No.:
Email/ Fax:	

Registered Owner(s) of the Property, if different than applicant:

Full Legal Name:	
Mailing Address:	
City:	Postal Code:
Primary Contact No.:	
Email / Fax:	
Signature:	

By signing above, I authorize the Primary Contact to act as my agent and apply for this permit on my/our behalf and authorize their access to property information related to the above address.

PROPERTY DESCRIPTION

Legal Description of land on which application is made to cut trees:
Street Address of the land in which the trees are located:
Purpose of proposed tree cutting:

QUALIFIED PROFESSIONAL ARBORIST

Contact Name:	Arborist Certification Number:
Company Name:	Phone:

ARBORIST ASSESSMENT(copy this page if needed for additional trees)

Description of tree proposed to be removed	
Tree Species:	
Size (Diameter at Breast Height):	
Describe what factors indicate tree health is failing or why the tree is a safety hazard:	
Are tree branches/roots being impacted by buildings or other structures/utilities/paving?	
Tree Replacement Plan	
Arborist – please consider: - Is the tree to be removed part of a stand of trees that provide support and wind protection? - Will removal create an adverse impact such as danger of flooding, erosion, land slip or contamination of watercourses? Indicate on air photo where replacement tree(s) will be planted to mitigate this impact.	
Can the tree trunk be retained for slope/stream bank protection and wildlife habitat? Y / N *(retained trunks may reduce the number of replacement trees required)*	
Replacement Tree Description Tree Species: Size:	Replacement Tree Description Tree Species: Size:
Two (2) replacement trees are required for each tree removed unless other equitable compensation arrangements are approved by the City of Kelowna. At least one of the replacement trees must be of the same type (i.e. either a coniferous or deciduous tree) as the tree type being removed. The minimum size of replacement trees shall be **3.0 m (10 feet) in height for conifers** and **80 mm (3.2 inches) diameter at breast height (DBH) for deciduous species**. **Replacement trees should not be planted in summer (mid-June to mid-August).** New trees are most likely to survive if planted in the fall or spring. Replacement trees must be watered for the first 2-3 years. After successful establishment additional watering should not be needed.	

Applicant initial	Required Item
	Air photo with: - tree to be cut circled - replacement tree locations marked with an 'X'
	Replacement Plan Cost Estimate (copy of quote or invoice)
	Security Bond **- If replacement delayed to next planting season, 125% of the replacement planting cost must be submitted in the form of a cheque or letter of credit: $_____**

APPLICANT CONFIRMATION

I have attached to this application the required plans and rationale of the proposed tree cutting in accordance with the application checklist. **I accept responsibility for processing delays caused by incorrect or insufficient submission materials.**

I understand that this application form is a public document and that any and all information contained in it, including personal information as that term is defined in the Freedom of Information and Protection of Privacy Act of B.C., is open for inspection by the public and may be reproduced and distributed to the public as part of a report(s) to Council or for purposes of a public hearing. Any questions regarding this collection should be directed to the Director of Planning & Development Services, 1435 Water Street, Kelowna.

I confirm that all required information has been provided and that the statements made are true and correct.

Applicant Signature: _____ **Date:** _____

NOTE: *This application 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 affecting the land, water, vegetation, or wildlife.*

FEES

For completion by City Staff:

Fees submitted:		Received by:		Date:	

Acceptance of fees does not imply or guarantee application approval.

City of Kelowna

Bylaw Amendment: Tree Protection Bylaw No. 8041

Purpose

- To update the bylaw regulating the removal and replacement of trees in riparian management areas and hazardous condition (steep slope) areas.

Council Direction on Tree Protection – Previous Resolution (June 13, 2022)

- Council directs staff to investigate the implementation requirements for the preferred six actions and report back to Council.

Action Summary

City of Kelowna

1. Support increased tree planting requirements in new *Zoning Bylaw*
2. **Amend existing *Tree Bylaw No. 8041* to increase replacement requirements in environmentally sensitive areas**
3. **Amend *Procedures Bylaw* to support tree inventories and multi-year monitoring with additional staff (1 FTE)**
4. Increase tree planting requirements in *Zoning Bylaw*
5. Develop *Landscape Standards Bylaw*
6. Long term monitoring and evaluation

Aligning **Bylaw No. 8041** with the **2040 OCP**

- *Natural Environment Development Permit* (NEDP): applies to Riparian Management Areas and slopes exceeding 30%

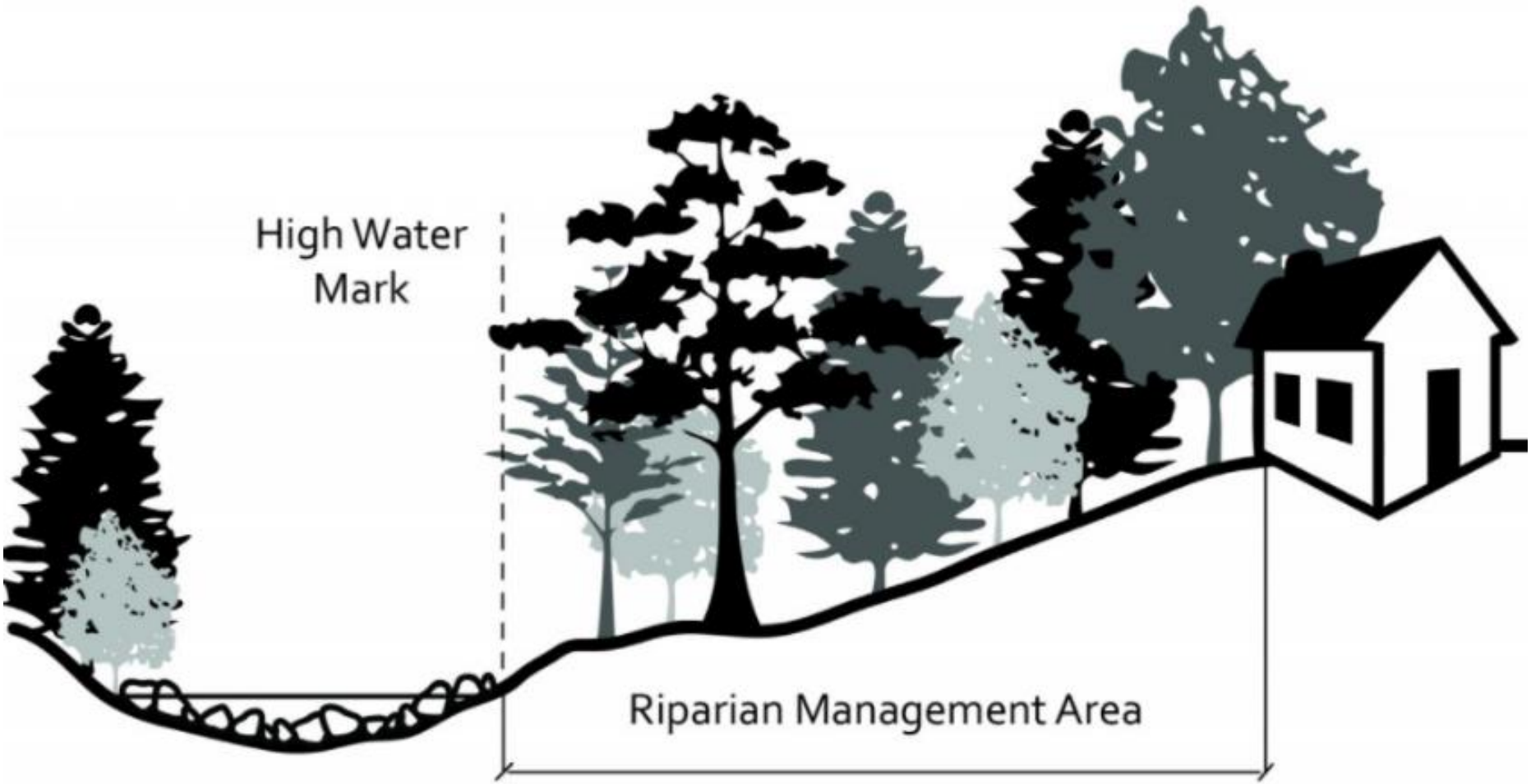
- *Performance Security* (Bond) – held by City to cover cost of restoration (trees/plants) if owner doesn't complete work. Money is not returned until trees are well established (2+ years of monitoring).

Take Action on Climate

Protect & Restore Our Environment

Stop New Suburban Development

2040 Official Community Plan – Chapter 21
Riparian Management Areas



10 – 30 m (usually 15 m) from High Water Mark

Bylaw No. 8041 Amendments

Current Bylaw	Amendment
Applies to trees larger than 150 mm (trunk diameter) within Riparian Management Area (RMA) and slopes exceeding 30%	Reduce minimum size to 100 mm protect more trees within RMA/steep slopes
Permits waived for hazardous tree removals	Permit applications only permitted for hazardous trees
Replacement trees not required (but encouraged) if removal due to emergency falling hazard.	Replacement trees are required – emergency removals allowed prior to permit issuance, but need permit to identify replacement trees
Staff inspect when planted and 90% of security bond returned. Remaining 10% held for 1 year.	Staff inspect following 1 year to assess tree establishment, then may return 90% of bond. Remaining returned 1 year later if tree health is satisfactory.
Replacement tree minimum size	Adjusted based on staff experience, better survivability
On-site compensation for trees not replaced	Compensation tree location at City's discretion
Broad permit requirement exemptions	Limited exemptions to pruning for wildfire hazard mitigation, invasive and fruit tree removals

Amendment Example:

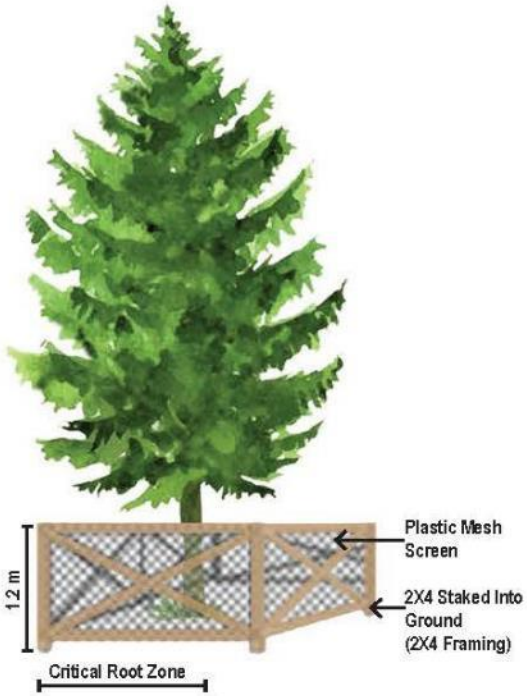
City of Kelowna

- Provincial tree replacement formula to replace 2:1 replacement ratio:
  - 1 tree at 0 mm - 151 mm (6”) DBH = **2 replacement trees**
  - 1 tree at 152 mm - 304 mm (12”) DBH = **3 replacement trees**
  - 1 tree at 305 mm - 456 mm (18”) DBH = **4 replacement trees**
  - 1 tree at 457 mm - 609 mm (24”) DBH = **6 replacement trees**
  - 1 tree at 610 mm and larger (36”) DBH = **8 replacement trees**

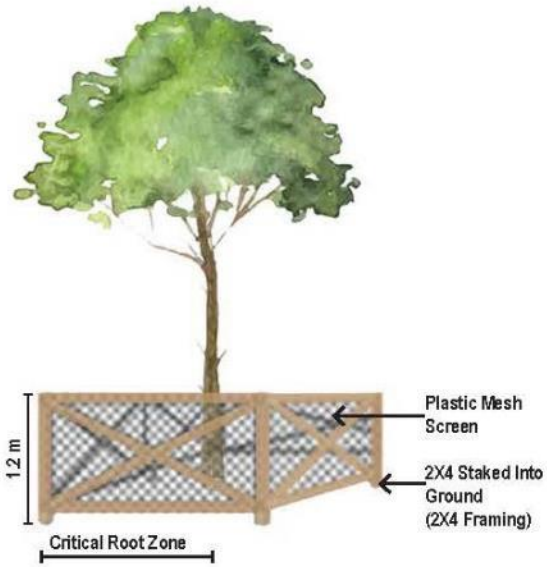
Source: Wikipedia Public Domain

Amendment Example:

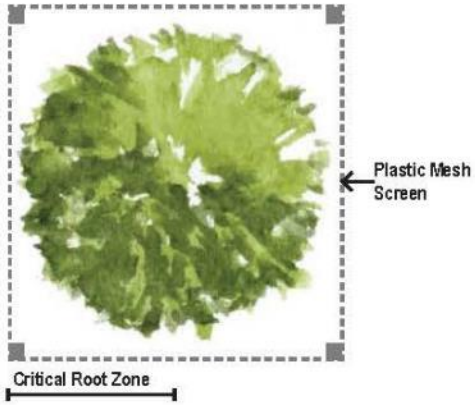
- Damage to protected trees is highlighted as a violation of this bylaw.
- Root damage is a common issue due to excavation.
- **Schedule A** is recommended to provide guidance on constructing **Tree Protection Zones**



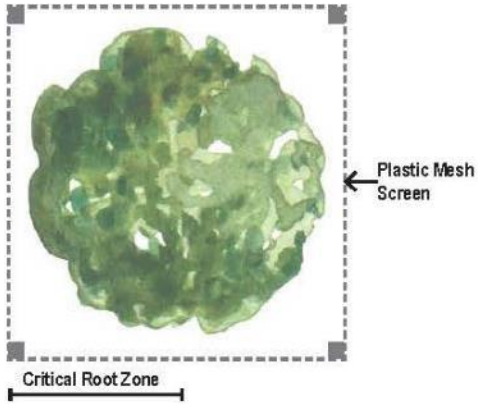
Elevation View



Elevation View



Plan View



Plan View

Action Summary

City of Kelowna

1. Support increased tree planting requirements in new *Zoning Bylaw*
2. Amend existing *Tree Bylaw No. 8041* to increase replacement requirements in environmentally sensitive areas
3. Amend *Procedures Bylaw* & support with additional staff (1 FTE)
   i. Coordinate with Zoning Bylaw industry education to implement with a grace period over 2022-2023
   ii. Seek 2023 staffing budget request
4. Increase tree planting requirements in Zoning Bylaw
5. Develop Landscape Standards Bylaw

Progress report to Council in 2023

6. Long term monitoring and evaluation

Staff Recommendation

City of Kelowna

- THAT Bylaw No. 12025, being Bylaw Amendment No. 2 to the Tree Protection Bylaw No. 8041, be forwarded for reading consideration.

City of Kelowna

Conclusion of Staff Presentation

CITY OF KELOWNA

BYLAW NO. 12025

Amendment No. 2 to Tree Protection Bylaw No. 8041

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Tree Protection Bylaw No. 8041 be amended as follows:

1. THAT Section **2.0 APPLICABILITY**, 2.1 be deleted in its entirety that reads

"(a) This bylaw applies to all lands listed in Schedule A – Tree Cutting Permit Areas of this bylaw; and

(b) to all lands designated as being within a Natural Environment/Hazardous Condition Development Permit Area as established by Kelowna Official Community Plan (1994-2013) Bylaw No. 7600 which are either:

(i) within a designated stream corridor leave strip as identified in Table 2.1 PUBLIC ROUTES OF ACCESS AND FISH-BEARING STATUS OF STREAMS, and Table 2.2 STREAM CORRIDOR LEAVE STRIP STANDARDS of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600; or

(ii) on a slope of 30% or greater."

and replace with

"This bylaw applies to

(a) all lands designated as being within a Natural Environment/Hazardous Condition Development Permit Area as established by the Kelowna Official Community Plan, as amended, which are either within a Riparian Management Area or on slope of 30% or greater; and

(b) trees within covenant areas."

2. AND THAT Section **3.0 DEFINITIONS**, 3.1 be amended by adding the following definitions in their appropriate location:

""**City"** means the Corporation of the City of Kelowna;

"damage" means any action which will cause a tree to decline in health or die, including, but not limited to: ringing or removing bark, poisoning, burning, topping (unless branches are weak/diseased), raising/lowering the grade withing a Tree Protection Zone, stockpiling material or driving within a tree protection zone, cutting roots, excavation impacting roots, or excessive pruning (exceeding 25% of live branches within a 12 month period);

"drip line" means a circle on the ground around a tree trunk that corresponds to and its directly below the tips of the tree's outermost branches;

"fruit tree" means any tree, fruiting or flowering, of the Genus Malus, Prunus , Pyrus or Cydonia;

"invasive tree" means Siberian Elm (Ulmus pumila), Russian olive (Elaeagnus angustifolia), and Tree of Heaven (Ailanthus altisssima) in addition to any other species identified by the Provincial invasive species authority;

"Riparian Management Area" means an area of sufficient width to include any significant natural attribute and adjacent ecosystem (e.g. vegetation, water features, fish and wildlife habitat, escarpments, terraces, steep valley sides and cliffs) adjacent to a water course, linking aquatic to terrestrial ecosystems and includes both existing and potential riparian vegetation and existing and potential adjacent upland vegetation that exerts an influence on the stream and the size of which is determined based on the water course location as identified in the Official Community Plan;

"tree protection area" means the area of land around a tree that must be protected to prevent damage to roots defined by an arborist, which should include the area below the dripline (see Schedule A for details and drawing);"

3. AND THAT Section **3.0 DEFINITIONS, 3.1 "DBH"** be amended by deleting "means a tree diameter at breast height (1 m above grade);" and replace with "means a tree trunk diameter measured at breast height (1 m above grade). For multi-stemmed trees this measurement is equal to the cumulative total of the DBH of the three largest stems;"

4. AND THAT Section **3.0 DEFINITIONS, 3.1 "Director of Planning and Development Services"** be amended by deleting "appointed by Council as such and includes his or her lawful deputy;" and replace with "appointed by the **City** as such and includes the person's lawful designate;"

5. AND THAT Section **3.0 DEFINITIONS, 3.1 "group of trees"** be deleted in its entirety that reads "means a tree massing that includes a minimum of 20 trees with a maximum spacing of 5 m between each tree;"

6. AND THAT Section **3.0 DEFINITIONS, 3.1 "leave strip"** be deleted in its entirety that reads "means an area established to protect the riparian zone of all streams identified in Tables 2.1 and 2.2 of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600. Leave strips along stream corridors with banks which have a slope of greater than 10% shall be measured from the top of the bank. Leave Strips along streams with moderately sloping banks (less than 10% slope) shall be measured from the normal high water mark. The Leave Strip width is as determined in Table 2.2 of Kelowna Official Community Plan (1994-2013) Bylaw No. 7600;"

7. AND THAT Sectopm **3.0 DEFINITIONS, 3.1 "permit"** be amended by deleting the words "Section 7.0 of"

8. AND THAT Section **3.0 DEFINITIONS, 3.1 "professional engineer"** be deleted in its entirety that reads "means a professional engineer registered under the Engineers and Geoscientists Act, with experience in geotechnical engineering;"

AND THAT Section **3.0 DEFINITIONS, 3.1 "protected tree"** be amended by deleting:

"means any tree with a diameter of 150 mm or more measured 1 m above grade (DBH) which is:

(a) located within a designated stream corridor Leave Strip within a Natural Environment/Hazardous Condition Development Permit Area as identified in Kelowna Official Community Plan (1994-2013) Bylaw No. 7600;

(b) located on a slope with a grade equal to or greater than 30% and which is within a Natural Environment/Hazardous Condition Development Permit Area as identified in Kelowna Official Community Plan (1994-2013) Bylaw No. 7600; or

(c) any tree located on land listed in Schedule "A" of this bylaw;"

and replace with

"means any tree within the lands to which this bylaw applies with a diameter of 100 mm or more measured 1 m above grade (100 mm DBH);"

9. AND THAT **3.0 DEFINITIONS, 3.1 "qualified person"** be amended by deleting the words "professional engineer," and replacing them with "registered professional forester";

10. AND THAT **3.0 DEFINITIONS, 3.1 "replacement tree"** be deleted in its entirety that reads

"means a tree planted on a property to replace a tree which has been removed or damaged on the same property."

and replace with

"means a tree required to replace a tree which has been removed or damaged.";

11. AND THAT **Section 4.0 PROHIBITIONS, 4.1** be moved to 4.2 and a new 4.1 be added as follows:

"No person(s) including owners shall damage a protected tree willfully. If damage occurs, the responsible person will be required to replace the damaged tree according to the provisions of this bylaw.";

12. AND THAT **5.0 EXEMPTIONS, 5.1 (a)** be deleted in its entirety that reads "the removal or pruning of dead, diseased or damaged trees or limbs by standard arboricultural practices as identified by a qualified person and approved, in writing, by the Director of Planning & Development Services"

and replace with

"the pruning of protected trees to address dead, diseased or damaged limbs, when the prior approval of the Director of Planning & Development Services or their designated agent is given and the pruning follows standard arboricultural practices to avoid tree damage.";

13. AND THAT **5.0 EXEMPTIONS, 5.1(b)** that reads "the emergency removal of dangerous or hazardous trees or limbs by standard arboricultural practices as which is to be reported immediately to the Director of Planning & Development Services." be moved to **6.0 DELEGATION OF AUTHORITY, 6.1 (a)** and that the following text be added after practices "prior to permit issuance" and the remainder of Section 6 be renumbered ;

14. AND THAT **5.0 EXEMPTIONS, 5.1(b)** be added that reads "the pruning of limbs, within 2M of the ground or touching structures (and less than 30% of the live canopy), to mitigate wildfire risk";

15. AND THAT **5.0 EXEMPTIONS, 5.3(c)** be added that reads "the removal of invasive trees";

16. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.1** be added as follows:

"Permit applications will be considered for the removal of dead, diseased or damaged trees or limbs. The hazard posed must be clearly identified by a qualified person who, in writing, confirms the dangerous or hazardous tree or limb must be removed based on their professional expertise. Permit applications may also be considered if the tree is causing damage to property, including damage to roofs, retaining walls and sidewalks, that standard arboriculture practices cannot rectify." and the remainder of Section 7 be renumbered;

17. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.1 (b)** be deleted in its entirety that reads

"the location of each tree or group of trees on the property with a DBH of 150 mm or greater within a stream corridor leave strip and/or area of slope with a grade equal to or greater than 30% (tree protection area), including trees within two metres of the property line on an adjacent property.";

and replace with

"7.2 (b) the location of each protected tree(s) on the property, including trees within two metres of the property line on an adjacent property.";

18. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.1 (c)** be deleted in its entirety that reads

"a site plan clearly identifying which tree(s) or group(s) of trees including type (coniferous or deciduous), size (DBH) and number of trees which are requested to be cut down."

and replace with

"7.2 (c) a site plan (preferably an air photo) clearly identifying which protected tree(s) are requested to be cut down, including the type (coniferous or deciduous) and size (DBH) of the tree(s).";

19. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.1 (d)** be deleted in its entirety that reads

"a site plan clearly identifying which trees or group of trees including type and size which are to be retained.";

and replace with

"7.2 (d) a site plan clearly identifying trees that are to be retained.";

20. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.1 (h)** be added as follows

"the certification credentials of the qualified person;"

21. AND THAT **7.0 PERMIT APPLICATION PROCEDURE, 7.2** be deleted in its entirety that reads "Upon receipt of an application for a Tree Cutting Permit, the contents of which complies with Section 7.1 of this bylaw, the Director of Planning & Development Services may issue a permit with or without conditions, including but not limited to any of the following:"

and replace with

"7.3 Upon receipt of an application for a Permit the Director of Planning & Development Services may issue a permit with or without conditions, including but not limited to any of the following:";

22. AND THAT **8.0 SECURITY DEPOSIT, 8.1** be amended by adding the following at the beginning "At the discretion of the Director of Planning & DEvelopment Services,";

23. AND THAT **8.0 SECURITY DEPOSIT,** be amended by adding "Upon inspection by the City one (1) year after planting, 90% of the security deposit will be returned if the replacement tree is deemed to be in satisfactory health. If a deficiency is identified, the City will withhold the security deposit until the deficiency is rectified." as 8.4 and the remainder of Section 8 be renumbered.

24. THAT **8.0 SECURITY DEPOSIT, 8.4** be amended by adding "There shall be a 10% holdback of the security deposit for an additional period of one (1) year and this holdback may be returned following a second inspection to confirm the tree remains in satisfactory health." as 8.5 and the remainder of Section 8 be renumbered.

25. AND THAT **10.0 REPLACEMENT TREES, 10.1** be amended by deleting "at a ratio of two replacement trees for each tree removed," and replacing it with "The replacement formula is determined by the size of the protected tree removed:
•1 tree at 0 mm - 151 mm (6") DBH = 2 replacement trees
•1 tree at 152 mm - 304 mm (12") DBH = 3 replacement trees
•1 tree at 305 mm - 456 mm (18") DBH = 4 replacement trees
•1 tree at 457 mm - 609 mm (24") DBH = 6 replacement trees
•1 tree at 610 mm and larger (36") DBH = 8 replacement trees";

26. AND THAT **10.0 REPLACEMENT TREES, 10.2** be deleted in its entirety that reads:

"At least one of the replacement trees must be of the same type (i.e. either a coniferous or deciduous tree) as the tree type being removed. The minimum size of replacement trees shall be 3.0 m (10 feet) in height for conifers and 80 mm (3.2 inches) diameter at breast height (DBH) for deciduous species."

and replace with

"At least one of the replacement trees must be of the same type (i.e. either a coniferous or deciduous tree) as the tree type being removed. The minimum size of replacement trees shall be 2.0 m (6.5 feet) in height for conifers and 60 mm (2.4 inches) diameter at breast height (DBH) for deciduous species. The qualified professional may propose alternative size and type replacements if deemed equivalent by the Director of Planning & Development.";

27. AND THAT **10.0 REPLACEMENT TREES, 10.3** be deleted in its entirety that reads

"In addition to any penalty that may be imposed under this bylaw, where a person cuts down, removes or damages any tree, or permits any tree to be cut down, removed or damaged, in violation of this bylaw, or in violation of any permit issued under this bylaw, that tree shall be replaced at a ratio of two replacement trees for each tree
removed and in accordance with the terms expressed in Section 10.1.";

and replace with

"In addition to any penalty that may be imposed under this bylaw, where a person cuts down, removes or damages any protected tree, or permits any protected tree to be cut down, removed or damaged, in violation of this bylaw, or in violation of any permit issued under this bylaw, compensation will be paid to the City to cover the cost of replacement trees to be planted at the City's discretion.";

28. AND THAT **10.0 REPLACEMENT TREES, 10.4** be deleted in its entirety that reads

"Maintenance requirements shall be specified in the replacement plan and carried out in accordance with the specifications.";

and replace with

"Planting and maintenance requirements shall be specified in a replacement plan provided by a **qualified person**. Maintenance must include watering bags or equivalent irrigation to support the establishment of the **tree** for at least three years after planting. Planting and maintenance must be carried out in accordance with the replacement plan specifications.";

29. AND THAT **13.0 OFFENCES AND PENALTIES, 13.2** be deleted in its entirety that reads

"Every **person** who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Two Thousand Dollars ($2,000.00) and the costs of prosecution.";

and replace with

"Every **person** who violates a provision of this bylaw commits an offence and is liable on summary conviction to a penalty not exceeding Ten Thousand Dollars ($10,000.00) and the costs of prosecution.";

30. AND THAT **Schedule A - TREE CUTTING PERMIT AREAS**, be deleted in its entirety and replaced with **Schedule A – Tree Protection Zone Installation Standards and Figure 1 – Standard Tree Protection Barrier Examples**, attached to and forming part of this bylaw.

31. This bylaw may be cited for all purposes as "Bylaw No. 12025, being Amendment No. 2 to Tree Protection Bylaw No. 8041."

32. 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

Adopted by the Municipal Council of the City of Kelowna this

_____

Mayor

_____

City Clerk

SCHEDULE A
Tree Protection Zone Installation Standards

PURPOSE
Tree Protection Zones involve barriers placed around trees for the prevention of damage to tree trunks, branches, and roots by any construction activities/operations.

REQUIREMENTS
1. Barriers are to be installed prior to any demolition, excavation, or construction on site.

2. Barriers must remain upright and in place throughout the entire construction process.

3. No incursions inside or against the Tree Protection Zone are to occur, including, but not limited to: garbage/debris storage, material or equipment storage, porta-potties, soil piling, fill or grade changes, surface treatments or excavations of any kind, equipment fueling or chemical mixing, etc.

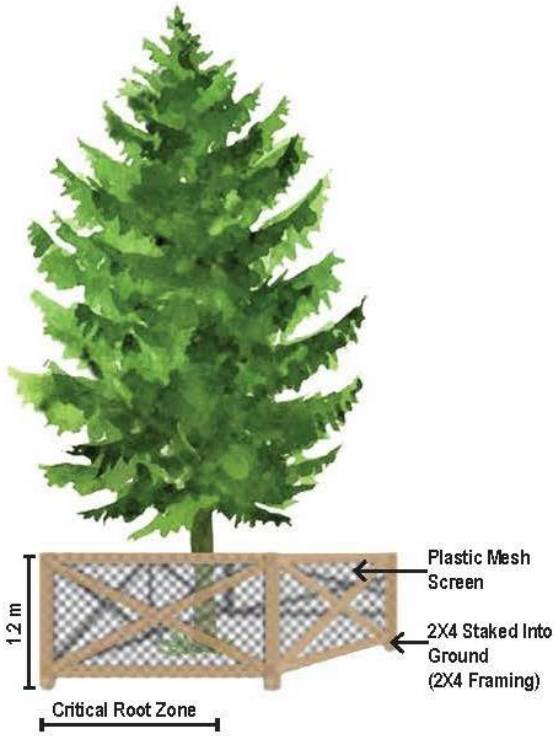
SPECIFICATIONS FOR CONSTRUCTION
- Barriers should be a maximum of 1.2 m (~4') in height.
- At minimum, 2"x 4" construction lumber to be used for vertical posts, top and bottom rails and cross bracing (in an "X"); round, un-treated vertical posts may be used with a minimum diameter of 9 cm.
- Spacing between vertical posts to be no further apart than 3.7 m (12') on center.
- Structure must be sturdy with vertical posts driven firmly into the ground.
- Barrier must be continuous mesh screening (e.g. orange snow fencing).
- The distance of the barrier from the tree trunk must be determined by a qualified person (arborist) based on the drip line and tree diameter, using table below:

Trunk Diameter (DBH measured in mm or inches)	Critical Root Zone (minimum distance of fence from trunk)
200 mm / 7.9"	1.2 m
250 mm / 9.8"	1.5 m
300 mm / 11.8"	1.8 m
350 mm / 13.8"	2.1 m
400 mm / 15.7"	2.4 m
450 mm / 17.7"	2.7 m
500 mm / 19.7"	3.0 m
550 mm / 21.7"	3.3 m
600 mm / 23.6"	3.6 m
750 mm / 29.5"	4.5 m
900 mm / 35.4"	5.4 m
1000 mm / 39.4"	6.0 m
Minimum Critical Root Zone Calculation: divide DBH (mm) by 166 Example: 800 mm divided by 166 = 4.8 m minimum distance from trunk	

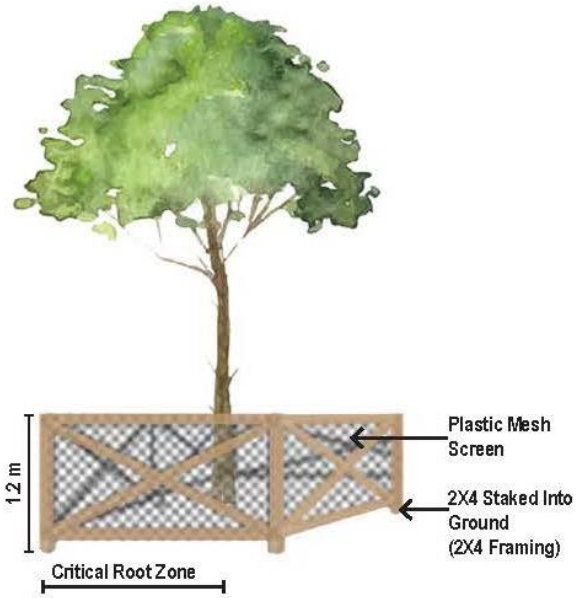
- Visible signage must be posted advising that encroachment inside the protected area is forbidden. Signage to be posted on at least two sides (weather-proof, 11"x17" minimum size). Sign must read:

NO ENTRY
Tree Protection Zone
If barrier has fallen over report immediately for repair
Phone: (xxx) xxx-xxxx

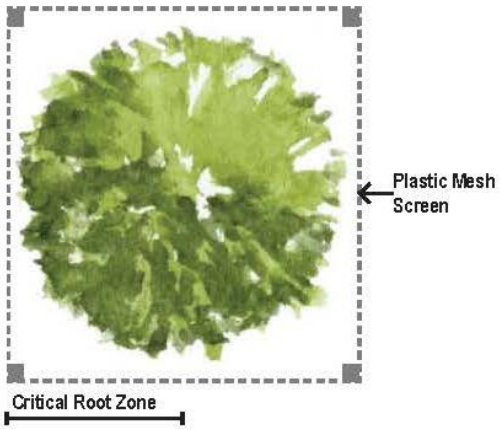
Figure 1 – Standard Tree Protection Barrier Examples



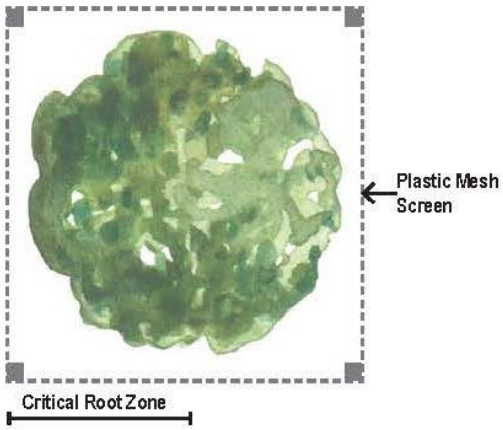
Elevation View



Elevation View



Plan View



Plan View

Report to Council

Date:	August 22, 2022
To:	Council
From:	City Manager
Subject:	Amendments to the Development Applications and Heritage Procedures Bylaw for Landscaping Procedures
Department:	Development Planning

Recommendation:

THAT Council receives, for information, the report from the Development Planning Department, dated August 22, 2022, with respect to amending the Development Applications and Heritage Procedures Bylaw for changes to the landscape procedure requirements;

AND FURTHER THAT Bylaw No. 12423 being Amendment No. 1 to the Development Applications and Heritage Procedures Bylaw be advanced for reading consideration.

Purpose:

That Council receives the report from the Development Planning Department regarding amendments to the Development Applications and Heritage Procedures Bylaw to change requirements in the landscaping procedures.

Background:

The Development Application and Heritage Procedures Bylaw sets out the terms and conditions for the processing of development applications. It sets minimum criteria for development proposal drawing packages, provides requirements for notification to adjacent property owners, public advertisements, and requirements for the posting of development notice signs. The first phase of updates to the bylaw were recently completed in November of 2021.

Previous Council Resolution

Resolution	Date
R0416/22/06/13 THAT Council receives, for information, the report from the Development Planning Department, dated May 30, 2022, with respect to urban tree canopy enhancement options; AND THAT Council directs staff to investigate the implementation requirements for the preferred six actions and report back to Council.	June 13, 2022

Discussion:

Staff are proposing updates to the landscaping process as part of the 2040 Official Community Plan (OCP) implementation and in conjunction with the proposed Tree Protection Bylaw No. 8041. The changes are primarily procedural in nature and involve the monitoring and inspection of landscaping plans associated with development applications. The notable changes are as follows:

- Require British Columbia Society of Landscape Architect (BCSLA) Schedules of Assurance as part of the landscape planning and construction process. This is to ensure landscaping is completed as per Council or staff approved Development Permits;
- Change in security bond procedures and fund release to properly address and remedy deficiencies; and
- Provide for additional security bonding options by allowing surety bonds.

The addition of Schedules of Assurance into the landscaping approvals and permitting process provides the City with an additional tool to ensure that landscaping is constructed in compliance with approved plans. It assigns responsibility to the consulting landscape architect to review and approve construction drawings and monitor throughout construction and completion of the project. This provides additional check points throughout the process, for staff and developer, that can help avoid potential issues at the final stages of the project. Minor changes to the requirement for security bonding release are also proposed which will help ensure that any deficiencies at the time of inspection, such as missed trees or reduced number of trees, are corrected appropriately prior to full release of the funds. Further, a form of security bonding (surety bonds) has been added to allow developers an additional option for securing monies.

Conclusion:

Staff are proposing "Phase 2" of ongoing updates to the Development Application and Heritage Procedures Bylaw. These updates are largely intended to accommodate the 2040 Official Community Plan implementation and associated with the proposed updates to the Tree Protection Bylaw.

Legal/Statutory Authority:

Part 14, Division 2, Section 460 of the Local Government Act.

Internal Circulation:

Office of the City Clerk
Building and Permitting Department

Submitted by: W. Miles, Planner Specialist

Reviewed By: Dean Strachan – Community Planning & Development Manager
Approved for Inclusion: Terry Barton – Development Planning Department Manager

cc:
Office of the City Clerk
Building and Permitting Department

Schedule 'A' – Landscape Procedures - Development Application and Heritage Procedures Bylaw No. 12310

Section 1 – Introduction

No.	Section	Existing	Proposed	Explanation
1.	1.4 Definitions 1.4.1 'Conceptual Landscape Plan'	'Conceptual Landscape Plan' means a to-scale drawing identifying all landscape items being proposed within a development. The plan must clearly indicate where trees, shrubs, decorative paving, amenities, etc. are proposed. All Zoning Bylaw requirements related to landscaping are to be identified on the plan including buffers and fencing. Conceptual Landscape Plans are to reflect proposed grading including retaining walls and sloped areas;	**'Conceptual Landscape Plan'** means a to scale drawing identifying all landscape items being proposed within a development. Details of plant species and quantities are not required. Graphics need to clearly indicate where trees, shrubs, decorative paving, amenities, etc. are proposed. Minimum zoning requirements to be identified such as minimum buffer widths, required fence locations, etc. Conceptual Landscape Plan to reflect proposed grading including retaining walls and sloped areas.	Amend definition
2.	1.4,1 'Qualified Professional'	'Qualified Professional' means a professional engineer, geoscientist, architect, biologist, planner or other professional licensed to practice in British Columbia with experience relevant to the applicable matter, as determined by the Department Manager, Development Planning;	'Qualified Professional' means a professional engineer, geoscientist, architect, landscape architect, arborist, biologist, planner or other professional licensed to practice in British Columbia with experience relevant to the applicable matter, as determined by the Department Manager, Development Planning;	Amend definition to include Landscape Architect and arborist

Section 2 – General Provisions

No.	Section	Existing	Proposed	Explanation
3.	2.9.1 - Form of Security	Security required by permits will be in the form of a certified cheque, or an irrevocable letter of credit, effective for a period to be determined by the **Department Manager, Development Planning**. Such irrevocable letter of credit will be clean and unconditional, automatically renewing and redeemable at a local bank, and may be subject to additional conditions to be specified by the **Department Manager, Development Planning**.	Security required by permits will be in the form of a certified cheque, surety bond or an irrevocable letter of credit, effective for a period to be determined by the **Department Manager, Development Planning**. Such irrevocable letter of credit will be clean and unconditional, automatically renewing and redeemable at a local bank, and may be subject to additional conditions to be specified by the	Add surety bond as a type of accepted form of security.

			Department Manager, Development Planning.	
3.	2.9.3 (a) Conditions of Security	a) When a security for landscaping is a condition in a permit, the amount of the security will be 125%, or a minimum of $7,000, of the costs of the works, including inspections, monitoring and maintenance of all items included in the landscape plan and is to be paid in full prior to permit issuance;	a) In the case of a condition in a permit respecting landscaping works, the amount will be 125% of the cost of the materials including labor, and must include inspections, monitoring and maintenance of all items noted under requirements of a Direct Landscape Plan or a Council Landscape Plan, paid in full prior to permit issuance.	Revise to highlight the exact items that need to be included within the security.
4.	2.9.3 e)	Add e) and f) - re letter accordingly.	e) Where security is required as a condition of a Staff Directed Landscape Plan and Direct Permit, except for Natural Environment Development Permits, the following will also apply: I. The landscape works (including irrigation) will be considered substantially complete upon receipt of a letter from the applicant certifying that the landscape and irrigation works have been completed in accordance with the approved Development Permit/Construction Drawings, to the satisfaction of the **Department Manager, Development Planning**. II. At least one (1) year after substantial completion, the City will consider return the security deposit to the applicant after an inspection is completed and no deficiencies are identified . If deficiencies are identified the City will withhold the remainder of the security deposit until it is are brought into substantial compliance with the approved **Development Permit**.	Add Staff Directed Landscape Plan section and related requirements

			III. At least one (1) year after substantial completion of the landscape works, the City may return the remainder of the security deposit after inspection and satisfaction that the landscape is in substantial compliance with the approved **Development Permit**.	
5.	2.9.3 e) i)		f) Where security is required as a condition of a Architect Directed Landscape Plan and Council Permit, except for Natural Environment Development Permits, the following will also apply: The landscape works (including irrigation) will be considered substantially complete upon receipt of letters or Landscape Schedules of Assurance (C-L) from a Landscape Architect and a Certified Irrigation Designer which certify that the landscape and irrigation works have been completed in accordance with the approved Development Permit/Construction Drawings, or as determined by the **Department Manager, Development Planning**. At least one (1) year after substantial completion, the City will consider return the security deposit to the applicant after the L3 Schedule is submitted and no deficiencies are identified . If deficiencies are identified the City will withhold the remainder of the security deposit until it is are brought into substantial compliance with the approved **Development Permit**. At least one (1) year after substantial completion of the landscape works, the City may return the remainder of the security deposit on the condition that a Letter of Assurance has been submitted by a Landscape	Add Architect Directed Landscape Plan section and related requirements **re-letter section 2.9.3 accordingly*

			Architect certifying that the landscaping remains in substantial compliance with the approved **Development Permit.**	

Schedule '1' – Application Requirements

No.	Section	Existing	Proposed	Explanation
6.	Schedule 1 l)	m) Landscape Plan - (1:200 scale recommended) in metric units with north arrow, detailing: • Outline of existing and proposed building(s) with existing trees or treed areas • Parking layout and surface treatment • Soft landscaping (trees, hedges, planting beds, vines, lawn, etc.), including vegetation within public road right of way • A preliminary plant list of trees, shrubs, perennials and ground covers including quantities, botanical and common names, planting sizes on centre spacing • Hard landscaping (precise pavers, brick, concrete, etc.) including materials within public road right-of-way • Landscape structures (fences, trellis, arbours, retaining walls, lighting, etc.) • location and size of amenity areas, play areas, and private open space, if applicable • Where a Landscape Plan is required as a condition of a Natural Environment Development Permit, the plan will be stamped and sealed by a Qualified Professional. For Commercial, industrial, Multifamily & Institutional applications, the following requirements must also be provided: • A Landscape Plan signed and sealed by a Landscape Archtiect, and a Water Conservation Report prepared by a Landsape Architect in accordance with	Delete and replace with new section below l) & m)	Add two new categories of landscape plan: Staff Directed and Architect Directed

		Water Regulation Bylaw no. 10480 (as amended or replaced from time to time), including: • Landscape Schedules of Assurance (BCSLA); ○ A landscape water budget; ○ A hydrozone plan; ○ An irrigation plan, certified by a Certified Irrigation designer; and ○ A cost estimate, including all landscape and irrigation works. Landscape costs must indicate topsoil, mulches, trees, plant material, structures, fencing, play equipment, site furniture, etc. • Location and treatment of garbage enclosure (including materials and dimensions) • Notation of any proposed boulevard trees • Notation of special treatment or retaining elements pertaining to grading.		
7.	Schedule 1 l)		l) Staff Directed Landscape Plan (Landscape Plan and associated bonding $50,000.00 or less) drawings to scale, in metric units with north arrow detailing: • Notation on all drawings; "Completed works must meet approved development permit drawings. Amendment application must be made for any alterations prior to works being completed." • Outline of existing and proposed building(s) • Pre-development inventory completed by a certified arborist of all trees located on the property including, trees with overhanging branches or root systems, invasive species, fruit trees, cultivated trees, basic description, trunk diameter, and location • At the discretion of the Department Manager, Development Planning, a tree condition assessment may be required describing tree	Details of Staff Directed plans

			health including estimated life span and impacts of the proposed development on tree viability • Existing trees and vegetated areas to be retained and to be removed. • Parking layout and surface treatment • Soft landscaping (trees, hedges, planting beds, vines, lawn, etc.), including vegetation within public road right of way • Plant list of trees, shrubs, perennials and ground covers including quantities, botanical and common names, planting sizes on centre spacing • Hard landscaping (paving stone, brick, concrete, etc.) including materials within public road right-of-way • Permeable paving, materials and details of proposed system/design. • Landscape structures (fences, trellis, arbours, retaining walls, lighting, etc.) • location and size of amenity areas, play areas, and private open space, if applicable • Green roof or on-slab landscape areas including details of proprietary system or custom design. • Where a Landscape Plan is required as a condition of a Natural Environment Development Permit, the plan will be stamped and sealed by a Qualified Professional. • Bicycle parking / storage facility • Irrigation layout plan (certified irrigation designer exempt) • Location and treatment of garbage enclosure (including materials and dimensions) • Notation of any proposed boulevard trees and off-site landscaping • Grading including all existing and proposed geodetic elevations, top and bottom of retaining walls and slopes, slope rations • Performance Security and cost estimate in accordance with Section 2.9 of this Bylaw.	

8.	Schedule 1 l		m) Architect Directed Landscape Plan (Landscape Plan and associated bonding over $50,000.00) Drawings and documents prepared by a Registered Landscape Architect, drawings to scale, in metric units with north arrow detailing: • Notation on all drawings; "Landscape Construction Drawings and BCSLA Schedule L are required at time of Building Permit application. Must include a Water Conservation Report in accordance with Water Regulation Bylaw No. 10480 (as amended or replaced from time to time), including a Landscape Water Budget, a Hydrozone Plan and an Irrigation Plan prepared by a Certified Irrigation Designer" • All items noted in Schedule 1 m) Direct Landscape Plan above; and • Irrigation Hydrozone Plan drawing. • Letter of understanding; "BCSLA Schedules L1 & L2 are required at time ofBuilding Permit Submission."	Details of Architect Directed plans **re-letter Schedule '1' accordingly*

Schedule '3' – Development Permit Applications

No.	Section	Existing	Proposed	Explanation
9.	1.1.2(a) Direct Form and Character Development Permit (Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Direct Landscape Plan	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Staff Directed Landscape Plan	Change wording of l)

10.	1.1.2(a) Direct Farm Protection Development Permit (Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Direct Landscape Plan	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Staff Directed Landscape Plan	Change wording of l) and clean up lettering
11.	1.2.1(a) Council Form and Character Development Permit (Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Council Landscape Plan	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Architect Directed Landscape Plan	Change wording of l)
12.	1.2.1(a) Council Farm Protection Development Permit (Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Council Landscape Plan	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Architect Directed Landscape Plan	Change wording of l) and clean up lettering

Schedule '4' – Development Variance Permit Applications

No.	Section	Existing	Proposed	Explanation
13.	1.1.(Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Council Landscape Plan	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings k) Architect Directed Landscape Plan (if applicable)	Change wording of k)

Schedule '5' – Temporary Use Permit Applications

No.	Section	Existing	Proposed	Explanation
14.	1.1.(Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Photographs h) Site Plan i) Floor Plan j) Elevation Drawings	Change wording of k)

		k) Council Landscape Plan (if applicable)	k) Architect Direct Landscape Plan	

Schedule '9' – Temporary Farm Worker Housing Permit Applications

No.	Section	Existing	Proposed	Explanation
15.	1.2.1(Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Site Plan h) Floor Plan i) Elevation Drawings j) Council Landscape Plan (if applicable)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Site Plan h) Floor Plan i) Elevation Drawings j) Staff Directed Landscape Plan	Change wording of j) and clean up lettering
16.	2.1.1(Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Site Plan h) Floor Plan i) Elevation Drawings j) Council Landscape Plan (if applicable)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale g) Site Plan h) Floor Plan i) Elevation Drawings j) Staff Directed or Architect Directed Landscape Plan (if applicable)	Change wording of j) and clean up lettering

Schedule '10' – Heritage Revitalization Agreement Applications

No.	Section	Existing	Proposed	Explanation
17	1..1 (Table)	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale including proposed uses, density and a description of proposed alterations, rehabilitation, and /or restoration of the heritage asset g) Photographs including photographs of each elevation of the property h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Conceptual, Direct, or Council Landscape Plan (if applicable) m) Information about historical significance of the property	a) Application Form b) State of Title c) Owner's Authorization Form (if applicable) d) Site Profile (if applicable) e) Zoning Analysis Table f) Project Rationale including proposed uses, density and a description of proposed alterations, rehabilitation, and /or restoration of the heritage asset g) Photographs including photographs of each elevation of the property h) Site Plan i) Floor Plan j) Elevation Drawings k) Materials Board l) Conceptual, Staff Directed, or Architect Directed Landscape Plan (if applicable) m) Information about historical significance of the property	Change wording of j) and clean up lettering

City of Kelowna

Development Application and Heritage Procedures Bylaw

Proposal

- To consider an amendment to the Development Application and Heritage Procedures Bylaw to allow for procedural updates to landscape planning and inspections.

Development Process

Staff Initiated	Bylaw Amendment
	Staff Review & Circulation
N/A	Public Notification Received
Aug 22, 2022	Initial Consideration
	First Second & Third Readings
	Final Reading

Council Approvals

Background

City of Kelowna

- Current DA&HP Bylaw Adopted in 2021
  - Sets out the procedures for the processing of development and heritage applications.
  - The "Phase 1" update involved incorporating the heritage bylaw, general modernization, improved drawing packages for DP's, and the early consideration process.

Proposed Phase 2 Amendments

City of Kelowna

- Landscaping updates as part of the 2040 Official Community Plan Implementation
- In combination and in support of the Tree Protection Bylaw to help enhance the City's urban tree canopy
- The changes are primarily procedural in nature and involve the monitoring and inspection of landscaping plans associated with development applications

Phase 1
Proposed Now

Procedure/Section	Rationale
BC Society of Landscape Architects Schedules of Assurance – for projects over $50,000 in landscape bonding (Schedule '1')	To provide an additional tool to ensure landscaping is constructed in compliance with the approved plans and include professional minoring and assurance.
Security Bond Release (Section 2.9 Performance Security)	To ensure that any deficiencies identified at the inspection stage are appropriately addressed prior to full release of funds by the City.
Security Bond Options – Surety Bonds (Section 2.9.1 Form of Security)	To permit an additional option of security bonding to developers and applicants.

Staff Recommendation

City of Kelowna

- Staff are recommending the proposed bylaw be supported
  - Supports 2040 OCP goals and objectives
  - Supports objectives of the Tree Protection Bylaw
  - Gives staff further tools to maintain and enhance urban tree canopy for urban developments.
  - Allows for more bonding options

City of Kelowna

Conclusion of Staff Remarks

CITY OF KELOWNA

BYLAW NO. 12423

Amendment No. 1 to Development Application and Heritage Procedures Bylaw No. 12310

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Application and Heritage Procedures Bylaw No. 12310 be amended as follows:

1. THAT **Section 1 – Introduction**, 1.4 **Definitions**, 1.4.1 '**Conceptual Landscape Plan**' be amended by deleting, "Conceptual Landscape Plan means a to-scale drawing identifying all landscape items being proposed within a development. The plan must clearly indicate where trees, shrubs, decorative paving, amenities, etc. are proposed. All Zoning Bylaw requirements related to landscaping are to be identified on the plan including buffers and fencing. Conceptual Landscape Plans are to reflect proposed grading including retaining walls and sloped areas."

   and replace with

   "Landscape Plan means a to scale drawing identifying all required items being proposed within a development (outside of the primary structure). This plan should include the elements identified by the City of Kelowna Landscape Plan Terms of Reference, including minimum zoning requirements such as minimum buffer widths, required fence locations, irrigation, etc.";

2. AND THAT **Section 1 – Introduction**, 1.4 **Definitions**, 1.4.1 **'Qualified Professional'** be amended by adding "landscape architect, certified arborist" after the word "architect";

3. AND THAT **Section 2 – General Provisions, 2.9 Performance Security,** 2.9.1 Form of Security be amended by deleting the following, "Security required by permits will be in the form of a certified cheque, or an irrevocable letter of credit, effective for a period to be determined by the **Department Manager, Development Planning."**;

   and replace with

   "Security required by permits will be in the form of a certified cheque, surety bond, or an irrevocable letter of credit, effective for a period to be determined by the **Department Manager, Development Planning**.";

4. AND THAT **Section 2 – General Provisions, 2.9 Performance Security,** 2.9.3 Conditions of Security a) be amended by deleting, "When a security for landscaping is a condition in a permit, the amount of the security will be 125%, or a minimum of $7000, of the costs of the works, including inspections, monitoring and maintenance of all items included in the landscape plan and is to be paid in full prior to permit issuance";

   and replace with

   "When a security for landscaping is a condition of a permit, the amount of the security will be 125%, or a minimum of $7,000, based on the preliminary construction cost estimate for the Landscape Plan works including materials, labour, inspections by a Qualified Professional, and maintenance (irrigation, weeding), paid in full prior to permit issuance.";

5. AND THAT **Section 2 – General Provisions, 2.9 Performance Security,** 2.9.3 Conditions of Security d) be deleted: "where security is required as per Sections 2.9.3(b) and (c) of this bylaw, the **City** will return to the applicant 100% of the security deposit upon receipt of a Letter of Assurance from a **Qualified Professional** certifying that the unsafe condition or damage to the natural environment has been corrected."

and replaced with

"Where security is required as per Sections 2.9.3(b) and (c) of this bylaw, the City may return to the applicant 100% of the security deposit following staff inspection and review of a Letter of Assurance from a Qualified Professional certifying that the unsafe condition or damage to the natural environment has been corrected.";

6. AND THAT **Section 2 – General Provisions, 2.9 Performance Security,** 2.9.3 Conditions of Security e) (i)(ii)(iii) be deleted:
"Where security is required as a condition of a Permit, except for Natural Environment Development Permits, the following will also apply:

(i) The landscape works (including irrigation) will be considered substantially complete upon receipt of letters or Landscape Schedules of Assurance (C-L) from a Landscape Architect and a Certified Irrigation Designer which certify that the landscape and irrigation works have been completed in accordance with the approved Development Permit, or as determined by the Department Manager, Community Planning.

ii) Upon substantial completion, the City will return to the applicant ninety percent (90%) of the security deposit. The City will withhold the remaining ten percent (10%) for up to two (2) growing seasons.

iii) At least of one (1) year after substantial completion of the landscape works, the City may return the remainder of the security deposit on the condition that a Letter of Assurance has been submitted by a Landscape Architect certifying that the landscaping remains in substantial compliance with the approved Development Permit. ";

and replace with

"Where security is required as a condition of a Landscape Plan, except for Natural Environment Development Permits, the following will also apply:

i) The works defined in the Landscape Plan will be considered substantially complete upon receipt of a letter from the applicant certifying that the works have been completed in accordance with the approved Development Permit/Construction Drawings, to the satisfaction of the Department Manager, Development Planning. If the Landscape Plan preliminary construction estimate exceeds $50,000, the applicant will also provide Landscape Schedules of Assurance (as per the BC Society of Landscape Architects Schedule C-L) from the Landscape Architect which certify that the landscape works have been completed in accordance with the approved Development Permit/Construction Drawings, or as determined by the Department Manager, Development Planning.

ii)At least one (1) year after substantial completion, the applicant may request an inspection and the City will consider return of 90% of the security to the applicant if no deficiencies are identified. If deficiencies are identified the City will withhold a portion of the security reflective of the cost to

rectify the deficiencies, until the works are brought into substantial compliance with the approved Development Permit.

iii) At least two (2) years following substantial completion (and at least one (1) year after substantial completion of identified deficiencies), the City may return the remainder of the security deposit following an inspection and confirmation that the landscape is in substantial compliance with the approved Development Permit. The inspection is triggered by the applicant notifying the City and, if deemed applicable by the Department Manager, Development Planning, submission of a Letter of Assurance by the Landscape Architect certifying that the landscaping remains in substantial compliance with the approved Development Permit.";

7. AND THAT **Section 2 – General Provisions, 2.9 Performance Security,** 2.9.3 Conditions of Security f) (i)(ii)(iii) be deleted:
"Where security is required as a condition of a Natural Environment Development Permit, the following will also apply:
(i) The landscape works will be considered substantially complete upon receipt of a letter from a Qualified Professional certifying that the landscape works have been completed in accordance with the approved Development Permit, or as determined by the Department Manager, Development Planning.
(ii) Upon substantial completion, the City will return 90% of the security deposit to the applicant. The City will withhold the remaining 10% or $6,000, whichever is more, for up to five growing seasons.

(iii) At least one year after substantial completion of the landscape works, the City may return the remainder of the security deposit on the condition that a Letter of Assurance has been submitted by a Qualified Professional certifying that the landscaping remains in substantial compliance with the approved Development Permit.

And replace with

"Where a security is required as a condition of a Farm, Natural Environment or Hazardous Conditions Development Permit, the following will also apply:
(i) The restoration works will be considered substantially complete upon receipt of a letter from a Qualified Professional certifying that the works have been completed in accordance with the approved Development Permit, or as determined by the Department Manager, Development Planning.

(ii) At least one (1) year after substantial completion, the applicant may submit an inspection report from a Qualified Professional and the City will consider return of up to 90% of the security deposit if no deficiencies are identified. If deficiencies are identified the City will withhold a portion of the security deposit reflective of the cost to rectify the deficiencies, until the site is brought into substantial compliance with the approved **Development Permit**.

(iii) The **City** will withhold the remaining 10% or $6,000, whichever is more, until the site is brought into substantial compliance with the approved **Development Permit**.";

8. AND THAT **Schedule '1'(l) – Application Requirements** be deleted in their entirety that read:

"l) Landscape Plan

Conceptual Landscape Plan: for applications under Schedules '2' and '10' of this bylaw-to-scale plan including:

Landscape Plan - (1:200 scale recommended) in metric units with north arrow, detailing:

- Outline of existing and proposed building(s) with existing trees or treed areas
- Parking layout and surface treatment

- Soft landscaping (trees, hedges, planting beds, vines, lawn, etc.), including vegetation within public road right-of-way
- A preliminary plant list of trees, shrubs, perennials and ground covers including quantities, botanical and common names, planting sizes, on centre spacing
- Hard landscaping (precise pavers, brick, concrete, etc.) including materials within public road right-of-way
- Landscape structures (fences, trellis, arbours, retaining walls, lighting, etc.)
- Location and size of amenity areas, play areas, and private open space, if applicable
- Where a Landscape Plan is required as a condition of a Natural Environment Development Permit, the Plan will be stamped and sealed by a Qualified Professional.

For Commercial, Industrial, Multi-family & Institutional applications, the following requirements must also be provided:

- A Landscape Plan signed and sealed by a Landscape Architect, and a Water Conservation Report prepared by a Landscape Architect in accordance with Water Regulation Bylaw No. 10480 (as amended or replaced from time to time), including:
    - Landscape Schedules of Assurance (BCSLA); o A landscape water budget; A hydrozone plan; o An Irrigation Plan, certified by a Certified Irrigation Designer; and o A cost estimate, including all landscape and irrigation works. Landscape costs must indicate topsoil, mulches, trees, plant material, structures, fencing, play equipment, Site furniture, etc.
- Location and treatment of garbage enclosure (including materials and dimensions)
- Notation of any proposed boulevard trees
- Notation of special treatments or retaining elements pertaining to grading"

and replace with

"Landscape Plan with drawings to scale, in metric units with north arrow, as per the requirements set by the Department Manager, Development Planning based on the City of Kelowna Landscape Plan Terms of Reference, which may include:

- Notation on all drawings: "Completed works must meet approved development permit drawings. Amendment application must be made for any alterations prior to works being completed."
- Outline of existing and proposed buildings(s)
- Pre-development inventory completed by a **Qualified Professional** of all trees located on the property including, trees with overhanging branches or root systems, invasive species, fruit trees, cultivated trees, basic description, trunk diameter, and location
- At the discretion of the **Department Manager, Development Planning**, a tree condition assessment may be required describing tree health including estimated life span and impacts of the proposed development on tree viability
- Existing trees and vegetated areas to be retained and to be removed
- Parking layout and surface treatment
- Soft landscaping (trees, hedges, planting beds, vines, lawn, etc.), including vegetation within public road right-of-way
- Plant list of trees, shrubs, perennials and ground covers including quantities, botanical and common names, planting sized on centre spacing
- Hard landscaping (paving stone, brick, concrete, etc.) including materials within public road right-of-way
- Permeable paving, materials and details of proposed system/design
- Landscape structures (fences, trellis, arbours, retaining walls, lighting, etc.)

- Location and size of amenity areas, play areas, and private open space, if applicable
- Green roof or on-slab landscape areas including details of proprietary systems or custom design
- Where a Landscape Plan is required as a condition of a Natural Environmental Development Permit, the plan will be stamped and sealed by a Qualified Professional
- Bicycle parking / storage facility
- Irrigation layout plan
- Location and treatment of garbage enclosure (including materials and dimensions)
- Notation of any proposed boulevard tress and off-site landscaping
- Grading including all existing and proposed geodetic elevations, top and bottom of retaining walls and slopes, slope ratios
- Performance Security and preliminary construction cost estimate in accordance with Section 2.9 of this Bylaw

l) (i) If the preliminary landscape construction estimate exceeds $50,000.00 the Landscape Plan must be prepared by a Registered Landscape Architect and include the additional details:

- Letter of understanding; BC Society of Landscape Architects Schedule L is required at time of Building Permit Submission.
- Notation on all drawings; "Landscape Construction Drawings and BCSLA Schedule L is required at time of Building Permit application. Must include a Water Conservation Report in accordance with Water Regulation Bylaw No. 10480 (as amended or replaced from time to time), including a Landscape Water Budget, a Hydrozone Plan and an Irrigation Plan prepared by a Certified Irrigation Designer"
- Irrigation Hydrozone Plan drawing
- All items noted above in Schedule 1 (l)";

9. AND THAT **Schedule '3' – Development Permit Applications,** 1.0 FORM AND CHARACTER & FARM PROTECTION DEVELOPMENT PERMITS, 1.1.2. and 1.2.1 Application Requirements **tables** be amended by

(a.) Deleting "Direct Landscape Plan" and replace it with "Landscape Plan";

(b.) Deleting "Staff Directed Landscape Plan" and replace it with "Landscape Plan";

(c.) Deleting "Architect Directed Landscape Plan" and replace it with "Landscape Plan";

10. AND THAT **'Schedule '4' Development Variance Permit Applications,** 1.0 APPLICATION REQUIREMENTS, 1.1 be amended by deleting "k) Council Landscape Plan" and replace it with "k) Landscape Plan (if applicable)";

11. AND THAT **'Schedule '5' – Temporary Use Permit Applications,** 1.0 APPLICATION REQUIREMENTS, 1.1 be amended by deleting "k) Council Landscape Plan" and replace it with "k) Landscape Plan (if applicable)";

12. AND THAT **'Schedule '9' – Temporary Farm Worker Housing Permit Applications,** 1.2 Application Requirements, 1.2.1 be amended by deleting "j) Council Landscape Plan" and replace it with "j)Landscape Plan";

13. AND THAT **'Schedule '9' – Temporary Farm Worker Housing Permit Applications,** 2.1 Application Requirements, 2.1.1 be amended by deleting " j) Council landscape Plan" and replace it with "j) Landscape Plan";

14. AND THAT **'Schedule '10' – Heritage Revitalization Agreement Applications,** 1.0 APPLICATION REQUIREMENTS, 1.1 be amended by deleting " l) Conceptual, Direct, or Council Landscape Plan (if applicable)" and replace it with "l) Landscape Plan (if applicable);

15. AND THAT **'Schedule '11' – Heritage Designation Bylaw Applications,** 1.1 Application Requirements, be amended by deleting " l) Council landscape Plan" and replace it with "l) Landscape Plan";

16. AND FURTHER THAT **'Schedule '12' – Heritage Conservation Covenant Applications,** 1.1 Application Requirements, be amended by deleting " l) Council landscape Plan" and replace it with "j) Landscape Plan".

17. This bylaw may be cited for all purposes as "Bylaw No. 12423, being Amendment No. 1 to Development Application and Heritage Procedures Bylaw No. 12310."

18. 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

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Report to Council

Date:	September 26, 2022
To:	Council
From:	City Manager
Subject:	Policy Amendments Related to Zoning Bylaw No. 12375 and 2040 Official Community Plan Bylaw No. 12300.
Department:	Development Planning

Recommendation:

THAT Council Policy No. 301, being Private Docks Abutting City-Owned Lots Severed from Upland Lakefront Parcels, be revised as outlined in the Report from Development Planning dated September 26, 2022;

AND THAT Council Policy No. 329, being Downtown Commercial Building Encroachment Policy, be revised as outlined in the Report from Development Planning dated September 26, 2022;

AND THAT Council Policy No. 366, being Residential Parking Permit Program, be revised as outlined in the Report from Development Planning dated September 26, 2022;

AND THAT Council Policy No. 367, being Public Notification & Consultation for Development Applications, be revised as outlined in the Report from Development Planning dated September, 2022;

AND FURTHER THAT Council Policy No. 374, being Snow and Ice Control for Parks and Civic Properties, be revised as outlined in the Report from Development Planning dated September 26, 2022.

Purpose:

To approve changes to various Council Policies to align with Zoning Bylaw No. 12375 and 2040 Official Community Plan Bylaw No. 12300.

Background:

In January 2022, Council adopted 2040 Official Community Plan (OCP) Bylaw No. 12300; and on May 30, 2022, and June 21, 2022, Council gave reading consideration to Zoning Bylaw No. 12375 that would replace Zoning Bylaw No. 8000 in its entirety. Development Planning Staff have reviewed existing Council Policies and identified several that require amendments to align with the new zoning bylaw and the new OCP. These amendments are triggered by a change in wording, a change in mapping references,

or reference to a zone that will not exist in the new bylaw. These proposed amendments are considered administrative and not a change in regulations.

Several additional policies were identified that require more in-depth amendments due to the change from 2030 OCP to 2040 OCP. These amendments will be brought forward at a later date from the Policy and Planning Department.

Discussion:

A. Council Policy No. 301, being Private Docks Abutting City-Owned Lots Severed from Upland Lakefront Parcels.
This policy provides direction for consideration of support of dock license applications adjacent to City-owned property. Recommended amendments to this policy include reformatting the policy to current corporate standard; and updating references to the zoning bylaw to align with Bylaw No. 12375.
Please see Attachment "A" for DRAFT Council Policy.

B. Council Policy No. 329, being Downtown Commercial Building Encroachment Policy.
The purpose of this policy is to facilitate façade renovations in Kelowna's Downtown Urban Centre. Recommended amendments to this policy include reformatting the policy to current corporate standard; updating mapping references; and updating references to the zoning bylaw to align with Bylaw No. 12375.
Please see Attachment "B" for DRAFT Council Policy.

C. Council Policy No. 366, being Residential Parking Permit Program.
This policy outlines the administrative procedures required of the Residential Permit Program. Residential Area Parking Restrictions help to manage non-resident vehicles in neighbourhoods by restricting the amount of time non-residents can park in a zone. Recommended amendments to this policy include reformatting the policy to current corporate standard; removing references to RU7 zones that will not exist in Bylaw No. 12375; and simplifying the Administration Table to be based on the number of dwelling units rather than the zone or building type.
Please see Attachment "C" for DRAFT Council Policy.

D. Council Policy No. 367, being Public Notification & Consultation for Development Applications.
The purpose of this policy is to establish standards and procedures for applicants' public notification and consultation responsibilities in respect of development applications. Recommended amendments to this policy reformatting the policy to current corporate standard; and providing clarity on the distinction between Major and Minor applications for the purposes of consultation.
Please see Attachment "D" for DRAFT Council Policy.

E. Council Policy No. 374, being Snow and Ice Control for Parks and Civic Properties.
The purpose of this policy is to define minimum standards for winter snow and ice control at city parks and civic properties. Recommended amendments include reformatting the policy to current corporate standard; and updating wording.
Please see Attachment "E" for DRAFT Council Policy.

Conclusion:
Staff are recommending support for the amendments to various Council Policies because of the change in the zoning bylaw from Bylaw No. 8000 to Bylaw No. 12375 and the change in the OCP to the 2040 OCP Bylaw No. 12300, as the amendments are considered administrative.

Internal Circulation:
Parking Services
Civic Operations
Policy and Planning
Office of the City Clerk

Submitted by:
Trisa Atwood, Planner II, Development Planning
Emily Paterson, Planning Intern, Development Planning

Approved for inclusion:
Lydia Korolchuk, Urban Planning Manager
Terry Barton, Development Planning Manager
Ryan Smith, Director of Planning & Development Services

Attachments:
Attachment "A": Council Policy 301
Attachment "B": Council Policy 329
Attachment "C": Council Policy 366
Attachment "D": Council Policy 367
Attachment "E": Council Policy 374

cc:
Dave Duncan, Parking Services Manager
Robert Miles, Long Range Policy Planning Manager
Tiffaney Keis, Civic Operations Finance & Administration Manager

ATTACHMENT A
This forms part of application
Policy Updates
Planner Initials TA
City of Kelowna DEVELOPMENT PLANNING

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Private Docks Abutting City- Owned Lots Severed From Upland Lakefront Parcels

ESTABLISHED: July 30, 2001

Contact Department: Building Services, Development Planning

Guiding Principle

To provide direction for consideration of support of dock license applications adjacent to City-owned property.

Purpose

1. This policy shall apply where a portion of a lakefront parcel of land (shown as "A" on the diagram below) is, or is intended to be, severed so as to create a separate parcel (shown as "C" on the diagram below) adjacent to the foreshore and a remainder parcel (shown as "B" on the diagram below), and the separate parcel ("C") is to be used for the purpose of creating or increasing the area along the foreshore that is available for public access.

2. Where the City purchases an entire lakefront parcel of land ("A"), severs a portion to create a separate parcel ("C") adjacent to the foreshore, and sells the remainder ("B") of the original parcel, the City will not support an application for a dock license by a subsequent owner of the remainder ("B") and will not consent to the construction of a dock across any portion of the foreshore abutting or adjacent to the City-owned parcel ("C").

3. Where the City purchases a parcel ("C") adjacent to the foreshore, that has already been severed from a larger lakefront parcel ("A"), and, at the time of that purchase by the City, the owner of the remainder ("B") of the original parcel requests that the City support an application for a dock license allowing the construction of a private dock across any portion of the foreshore abutting or adjacent to the City-owned parcel ("C") by that Owner, the City will consider supporting that application provided:

    (a) That the application for a dock license by the Owner is submitted to the relevant approving authority within five (5) years from the date of the purchase of the parcel ("C") adjacent to the foreshore by the City; and
    (b) That Section 9.5 of the City of Kelowna Zoning Bylaw No. 12375 (the "Docking and Boating Regulations"), and all other applicable City, Provincial or Federal regulations, and all other requirements of the relevant approving authority, are applied; and
    (c) That in addition to subsections 3(a) and (b) above:
        (i) The Owner shall be required to ensure that the dock does not become untidy, unsightly, or hazardous, and that unreasonable quantities of waste or refuse do not accumulate on the dock; and
        (ii) The Owner shall be required to ensure that the area of the foreshore along the entire frontage of the abutting City-owned parcel ("C") is kept clean and free of litter, debris and other rubbish; and
        (iii) While appropriate signage indicating that the dock is for private moorage may be permitted, no fence, barrier or other obstruction shall be built between the dock and the abutting or adjacent City-owned parcel ("C") and the Owner shall not launch a boat across the City-owned parcel ("C"); and
        (iv) No utilities for the dock shall be permitted to cross the abutting or adjacent City-owned parcel ("C"); and
        (v) The dock shall not to be permitted to encroach on the abutting or adjacent City-owned parcel ("C") and must not permanently prevent access along the foreshore within 3 metres of the City-owned parcel ("C"); and
        (vi) The Owner of the remainder ("B") of the original parcel and of the dock agrees in writing to be liable for all costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the "Indemnitees") including but not limited to damage to or loss of property and loss of the use thereof, and injury to or death of a person or persons resulting from or in connection with the dock, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees; and

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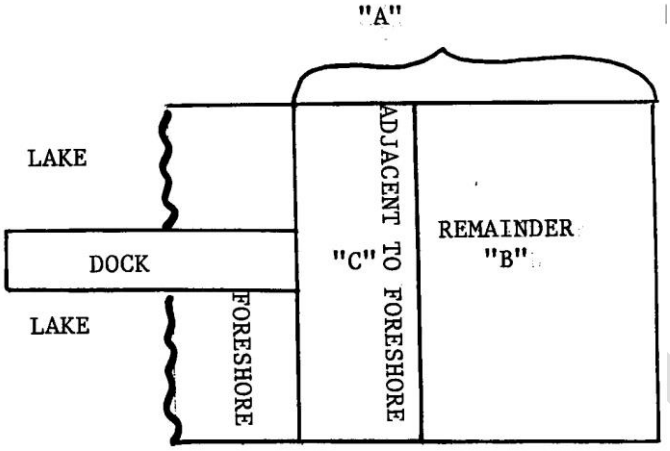
(vii) The Owner of the remainder ("B") of the original parcel and of the dock agrees in writing to defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the use of the dock, exception only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.



Application
As outlined in policy.

Amendments
Resolution:
Replacing:

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ATTACHMENT B
This forms part of application
Policy Updates
Planner Initials TA
City of Kelowna DEVELOPMENT PLANNING

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Downtown Commercial Building Encroachment Policy

ESTABLISHED: November 14, 2005

Contact Department: Development Planning

Guiding Principle

To facilitate façade renovations in Kelowna's Downtown Urban Centre.

Purpose

The City of Kelowna will consider allowing building encroachments onto City land if the following criteria are satisfied:

1. The encroachment is related to the renovation of an existing commercial building façade and the subject property is located in the Downtown Urban Centre as defined by the Official Community Plan Map 4.2.
2. The proposed façade renovation is consistent with all applicable design guidelines for development in Urban Centres as defined in the Official Community Plan.
3. The proposed renovation meets all the restrictions of Zoning Bylaw No.12375 other than the encroachment in question.
4. The proposed encroachment must be no greater than 0.20m and must not adversely impact pedestrian flow on City sidewalks nor present a hazard for the pedestrian in the opinion of the City of Kelowna.
5. The proposed encroachment must not decrease the width of the sidewalk to less than 2.20m on any portion of the sidewalk adjacent to the subject property.
6. The owner of the subject property must enter into a License of Occupation Agreement, Easement over Road or other form of appropriate land tenure with the City of Kelowna to formally recognize the encroachment. In the license of occupation tenure agreement, the owner of the property with the encroachment shall.
    a. Indemnify and hold the City of Kelowna harmless from any and all liabilities, actions, claims, damages, costs, losses, and expenses (including reasonable legal costs on a solicitor-client basis) suffered or incurred by the City of Kelowna as a result of the use of City Property under the License of Occupation Agreement by the subject property owner, its contractors, agents, employees, licensees and invitees or arising out of or connected with or that would not have occurred but for the works encroaching upon City of Kelowna property; and
    b. Provide evidence that at all times during the installation of the Works and until the date at which the owner of the subject property provides written confirmation that it is no longer exercising any rights granted to it under the License of Occupation Agreement, the property owner, at its expense, shall maintain with one or more companies duly authorized to carry on business in the Province of British Columbia comprehensive general liability insurance in a form acceptable to the City Property Owner, and naming the City of Kelowna as an additional named insured with cross liability and severability of interest clauses, covering personal injury and death, property damage and damage to the City Property and the City Property Improvements. The property owner must also provide the City of Kelowna with 30 days' notice of any proposed cancellation of the insurance policy. In the event that the policy is cancelled or not renewed during the period of the License of Occupation Agreement, the City of Kelowna shall have the right to affect its own comprehensive general liability insurance coverage and the subject property owner shall bear the cost of effecting such insurance and pay the cost to the City of Kelowna upon demand.
7. The applicant must apply for a development permit to the Land Use Management Department and to a building permit to the Building Services Department of the City of Kelowna. Staff will not approve a building permit application which involves an encroachment unless all the conditions above are met to the satisfaction of the Director of Planning.

Application

As outlined in the policy.

Amendments
Resolution:
Replacing:

DRAFT

ATTACHMENT C
This forms part of application
Policy Updates
Planner Initials TA
City of Kelowna DEVELOPMENT PLANNING

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Residential Permit Program

ESTABLISHED: January 14, 2013

Contact Department: Real Estate (Parking Services)

Purpose

- Residential Area Parking Restrictions help to manage non-resident vehicles in neighborhoods by restricting the amount of time non-residents can park in a zone. This allows increased parking opportunities for residents in areas with time restricted parking.
- To outline the administrative procedures required of the Residential Permit Program.

Definitions

- The following is a list of definitions not found in the City of Kelowna Zoning Bylaw No. 12375 or the Traffic Bylaw No. 8120. (Refer to Bylaw No. 12375 and Bylaw No. 8120 for all definitions).

High Parking Generator – Event, business, multi-family development or institution that generates large amounts of transient parking.
Pay Parking Zone – An area where parking meters or other revenue control devices are installed.
Residential Permit Zone – An area within the city where a Residential Area Parking Restriction has been implemented.
Residential Permit Eligible Dwelling – One, Two, Three, or Four Dwelling Housing (each secondary suite and carriage house is considered an eligible dwelling).
Resident – A person who owns or occupies a Residential Permit Eligible Dwelling unit within an area where a Residential Area Parking Restriction has been implemented and produces proof of that occupancy.
Residential Area Parking Restriction – A primarily residential area where a posted parking restriction is in effect. (e.g., 1- or 2-hour maximum time limit or "Resident Only" parking)
Transient Parking – Short term parking of vehicles that would not normally be located in any given area.

Application

The Residential Permit Program provides a long-term solution to the problems associated with transient parking occurring in residential neighborhoods close to a High Parking Generator. The Residential Permit Program is not a guarantee that a resident will be able to park in front of their residence, but does, however, provide a resident with an opportunity to park in excess of posted time-limited parking restrictions within the area. (Up to a maximum of 24 Hours). Residential Permits and Visitor (Temporary) Permits are NOT available to residents that live in a Pay Parking Zone.
The administrative procedures of the Residential Permit Program as follows outline the specific details of the program. These administrative procedures provide clear guidance of the rules and steps to be taken to implement and maintain the Residential Permit Program.

Criteria for Residential Area Parking Restriction

- Residential Area Parking Restrictions can be imposed by the Parking Services Manager, Traffic Operations Supervisor, Parking Operations Coordinator, or their designate as deemed necessary. Restrictions can also be requested by the residents of an area.
- When requested by the residents of an area, the minimum level of support from residents of Residential Permit Eligible Dwelling units in the proposed area must be no less than 70 percent (80% support required to request a Resident Parking Only restriction). The residents shall request the parking restriction in the form of a petition.
- Only one resident per Residential Permit Eligible Dwelling unit is eligible to sign the petition.
- For multi-family developments (greater than 5 Dwellings), one resident "vote" per 14 meters of street frontage (where parking is permitted) may be considered. This support/non-support should be obtained from a strata council

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executive or building manager/owner.

- For the purposes of petition evaluation, properties addressed on an adjacent street that have at least one frontage on the block that is the subject of the petition may be included or excluded. If any adjoining properties are counted, then they must all be included.
- The details of the parking restriction, in terms of time and day restrictions will be determined by the Parking Services Manager, Traffic Operations Supervisor, Parking Operations Coordinator or their designate.
- Residential Parking Only zones, in which the parking is reserved exclusively for residents, will not be considered unless all other parking management measures have first been exhausted and the following criteria are met:
    - A petition is completed showing support from a minimum of 80% of Residential Permit Eligible Dwelling units on both sides of a block (between two intersecting streets).
    - The subject block must have insufficient off-street parking. The total number of off-street parking spaces for all residences in a block must be less than the total number of spaces required as per Zoning Bylaw No. 12375,
    - With a 1-hour maximum time limit in effect, occupancy levels during peak periods must exceed 90%, with a minimum of 50% transient parking.
    - Unless a Resident Parking Only zone is approved as part of an area parking plan approved by Council, implementation may be limited to one-side or 50% of a block, to be determined by the Parking Services Manager, Traffic Operations Supervisor, Parking Operations Coordinator.
    - The block must be located within 500 meters of a High Parking Generator. Peak operating hours for the High Parking Generator will be used to establish the new restriction (i.e., daytime, overnight only or full-time).
- A request for changes to a residential area parking restriction will not be considered if any modifications have been made to the area within the preceding 18-month period.

Criteria for Residential Permits

- Permits are available to residents of Residential Permit Eligible Dwelling who's on-street parking is affected by a parking restriction. Residential Permits will not be issued to residents of apartment or row housing (Any housing that contains five (5) or more total units). Visitor (Temporary) Permits will be issued to residents on an as requested basis.
- Only those vehicles driven daily are eligible for a Residential Permit. Boats, RV's, trailers, and stored vehicles are not eligible for a Residential Permit.
- No vehicle may remain parked on any city street for a continuous period exceeding 24 Hours or be parked at any time in a posted "No Parking" or "No Stopping" zone as indicated in the City of Kelowna Traffic Bylaw No. 8120. Residential Permits do not exempt vehicles from any section of the Traffic Bylaw, except for any sections dealing with overtime parking.

If a licence plate/vehicle has outstanding bylaw offence notices attached to its record, the issuance of a Residential Permit &/or Visitor (Temporary) Permit may be denied until the outstanding fines are paid in full.

Permit Fees

Permit fees for the Residential Permit Program are identified in Schedule "A", "Fees", of the City of Kelowna, Traffic Bylaw No. 8120.
In cases where a property was developed without onsite parking in compliance with the Zoning Bylaw in effect at the time of construction, or where a resident cannot park on their property due to physical restrictions to access their property, the Building and Permitting Manager, Parking Services Manager, Parking Operations Coordinator, Development Services Coordinator, or their designate may on a case-by-case basis waive the fees associated with the issuance of a Residential Permit. All exemptions are subject to review and revocation at any time without notice. The total number of permits issued may not exceed the maximum identified under the "Maximum Number of Permits" section in this policy.
No refunds will be provided for any permits issued under this program.

Administration

Acquiring Permits

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Permits are available at the Building and Permitting Branch, Application Centre, located on the second floor at Kelowna City Hall, during normal business hours.

Proof of Residency/Vehicle Ownership

Residents are required to provide a minimum of two pieces of documentation which proves that they live in a Residential Permit Eligible Dwelling within a Residential Permit zone, and that they own or operate a motor vehicle that is parked at their place of residence. The primary piece of documentation of this proof is a vehicle registration document. This is sufficient to prove vehicle ownership; however, an additional piece of documentation is required to confirm the resident's address. The following is a list of acceptable pieces of documentation to show proof of residency:

- driver's license showing the permit address
- phone, utility, or cable TV bill
- property tax receipt
- bank, or credit card statement
- tenancy agreement
- vehicle insurance/registration document (showing the permit location as the current address)
- change of address registered with the post office

In instances where the resident is not the registered owner of the vehicle or the vehicle is not registered to the permit address (i.e., company vehicle), the resident must provide proof of residency at the permit address. All documentation is subject to verification by the Parking Services or Building and Permitting Branch.

Maximum Number of Permits (See below for additional details)

Dwelling Type	**Maximum Number of Residential Permits per Dwelling Unit**	**Maximum Visitor (Temporary) Permits per Dwelling Unit**
One Dwelling	2	2
Two Dwelling	2	1**
Three Dwelling	1	1**
Four Dwelling	1***	1***
Multiple Dwelling Housing (5 Units and Above)	Not Available	5 (per property)**

** 1) Additional Visitor (Temporary) Permits may be issued for a property with a large amount of street frontage. The total number of Visitor (Temporary) Permits for any property may not exceed one permit per seven metres of frontage where parking is permitted. Approval will be on a case-by-case basis by the Building and Permitting Manager, Parking Services Manager, Parking Operations Coordinator, Development Services Coordinator or their designate.

** 2) One Short-Term Visitor (Temporary) Permit may be issued in the case of a family emergency (i.e., illness), where an additional on-street parking space is required. This permit will be valid for one-month period. Approval will be on a case-by-case basis by the Building and Permitting Manager, Parking Services Manager, Parking Operations Coordinator, Development Services Coordinator or their designate.

*** 3) Each Four Dwelling unit may choose EITHER 1 Residential Permit OR 1 Visitor (Temporary) Permit.

Residential Permits

Annual Residential Permits will only be issued to residents of Residential Permit Eligible Dwelling units. Permits will NOT be issued to residents of Apartment Housing or Row Housing (that contain five (5) or more dwelling units). Illegal suites are NOT considered additional dwelling units, and the entire dwelling will be considered as one unit for the purposes of this policy.

Out of town students residing in a Residential Permit Eligible Dwelling may be issued a residential permit for a maximum period of 9 months. (Or length of the school term, whichever is less). A rental agreement for the permit address and proof of current registration as a student is required. (Valid student identification card or registration documents from an

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accredited college or university will be accepted). All permit limits for the type of property and the full annual Residential Permit fees will apply.

Visitor (Temporary) Permits may be issued/used by residents moving from out of British Columbia with proof of residency. These permits may be used for up to one month while vehicle registration/insurance is changed to BC licence plates.

Visitor (Temporary) Permits

Annual Visitor (Temporary) Permits will be issued upon request by an owner or resident of a Residential Permit Eligible Dwelling unit within an area where a Residential Area Parking Restriction has been implemented. **These permits are for the exclusive use of visitors to the residence, and their use will be closely monitored by enforcement personnel to detect misuse. These permits may not be utilized on a vehicle registered to the resident or permit holder or any vehicle registered to an address within the zone the permit is valid within.** Misuse of any Visitor (Temporary) Permit will result in a cancellation of ALL permits for a period of one (1) year, and future issuance of visitor permits for that residence will be reviewed, and possibly denied.

Multiple Dwelling Housing (containing five or more dwelling units) may receive one Visitor (Temporary) Permit per seven metres of street frontage. These permits are for the exclusive use of visitors to the complex and will only be issued to the apartment or strata manager, who will be responsible for the administration and distribution within the apartment or row housing. If the apartment or row housing is located within a Pay Parking Zone, Visitor (Temporary) Permits are not available for issue.

Construction vehicles, while working at an unoccupied Residential Permit Eligible Dwelling may be issued Visitor (Temporary) Permits valid for a period not greater than 4 months. A valid building permit must be in place for the subject property and the number of passes issued may not exceed the available street frontage (1 permit per 7 metres). These permits are available only if the residence is unoccupied and there are no other valid Visitor (Temporary) Permits for the address. These permits shall have "CONSTRUCTION" written on the face and are void once the building permit is closed. Permits are valid between 7:00 a.m. and 10:00 p.m. daily, only while active construction is underway.

Disposal of Vehicle, Change of License Plates

If a resident sells their vehicle and no longer requires a Residential Permit, the permit must be returned to the Building and Permitting Branch, Application Centre, located on the second floor of City Hall.
If a resident changes license plates on their vehicle and the ownership of the vehicle remains the same, the resident must return their old permit to the Building and Permitting Branch and show proof of ownership documentation as outlined in "Proof of Residency/Vehicle Ownership" above, illustrating that ownership has remained the same, but the license plate number is now different. A new Residential Permit will be issued. The "Residential Permit Replacement Fee" will apply, and the new permit will retain the same expiry date as the permit being replaced.

Resident Moves

The following are the two possible scenarios:

A resident moves to another Residential Permit Eligible Dwelling unit, also affected by Residential Area Parking Restrictions. In this case, the resident must notify the Building and Permitting Branch of their change of address and provide proof of the new location.

A resident moves to a non-Residential Permit Eligible Dwelling. The resident is required to return their permit(s) to the Building and Permitting Branch. No refund will be issued. Failure to return permits may result in a new tenant/owner at the old address being denied permits until all outstanding permits expire.

Lost or Stolen Permits

A resident who loses or has their permit stolen may apply for a new permit to the Building and Permitting Branch. The resident may be required to show proof of a theft, such as an insurance claims form. A fee for replacement of lost or stolen permits may apply. In the case of a lost or stolen Visitor (Temporary) Permit, if proof of a theft is not provided, a replacement will not be issued until after the expiry date of the original lost/stolen permit.

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Renewal

Residential Permits and Visitor (Temporary) Permits are valid for a period of one year with the expiry date indicated on the permit. Expiry dates will be staggered throughout the year to limit the number of residents re-applying at any one time. All permits expire on the last day of the expiry month shown.

Residents are responsible for re-applying for their Residential Permit and will not be notified by the City of Kelowna before the Permit expires.

Residents can re-apply for a Residential Permit at the Building and Permitting Branch. Re-application procedure is the same as the initial application for a permit, where the applicant must provide proof of residency and vehicle ownership.

Information Displayed on Permits

The following information may be displayed on Residential Permits (varies with style of permit):

- License plate number
- Residential address
- Permit number
- Expiry date
- Residential Permit Zone

Permits shall be a placard that must be displayed from the rear-view mirror, or a decal affixed to the lower left hand side rear window (drivers' side) on the vehicle it was issued for. Permits displayed incorrectly are invalid.

Database

A database will be maintained of all Residential Permit holders by the City of Kelowna. Building and Permitting Branch personnel will enter applicant's data into the database when issuing permits. Parking Services and Bylaw Services staff will access and use this database for enforcement purposes.

Enforcement

Once a Residential Area Parking Restriction has been established and residents have been issued permits, enforcement of the Zone will commence. Regular enforcement will be conducted by Traffic Officers from Parking Services on a complaint basis and proactively as time and resources permit.

The penalty for anyone found to be misusing any Residential Permit or Visitor (Temporary) Permit will be the immediate revocation of all permits issued to that address or permit holder for a period of one year. Any vehicle found displaying a misused permit will be treated as if no permit was in use and may be immediately ticketed and/or towed. Future issuance of permits for the Resident will be reviewed, and possibly denied.

Offences

The following constitutes "misuse" of a Residential Permit or Visitor (Temporary) Permit:

- Visitor (Temporary) Permits are for the exclusive use of visitors to the residence shown on the permit and may not be used on a vehicle that is registered to any address within the permit zone. Visitor must be present at registered address while the permit is in use.
- The sale, trade, rental, give away or disposal of a permit contrary to this policy or allowing use of a permit by a non-visitor to the permit address are grounds for immediate revocation of the permit.
- Residential Permits are assigned to a specific plate number and are not transferrable.
- Permits may not be altered or tampered with in any manner.
- Residential and Visitor (Temporary) Permits are valid within 250 meters or two blocks (whichever is greater) from the registered address and may not be used outside of the Residential Permit Zone indicated on the permit.

Policy Statements

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Real Estate (Parking Services)

Parking Services is responsible for:

- The review, update, and administration of this policy (in conjunction with Bylaw Services and the Office of the City Clerk).
- The review, approval, and implementation of new Residential Area Parking Restrictions. (In conjunction with the Traffic Operations Supervisor and Traffic Technician(s) when necessary.)
- The enforcement of Residential Area Parking Restriction areas.

Development Services (Building and Permitting Branch)

Building and Permitting Branch of Development Services is responsible for:

- The issuance of Residential Permits and Visitor (Temporary) Permits when the Resident is paying with a cheque and all data entry into the Residential Permit database.
- Maintenance of Residential Permit inventory and assignment of batches to City Hall Cashier for distribution.

Financial Services (Revenue Branch)

Revenue Branch of Financial Services is responsible for:

- Issuance of Residential Permits and Visitor (Temporary) Permits when the Resident is not paying with a cheque.
- Posting of revenues related to this program.

Information Services (Systems Development Branch)

Systems Development Branch of Information Services is responsible for:

- Maintenance and upgrades to the Residential Permit system, related components of the City Hall Cashier system, and any database maintenance that may be required.

Legislative Authority

Sec. 124, Motor Vehicle Act; Traffic Bylaw No. 8120; Zoning Bylaw No.12375, Kelowna 2040 - Official Community Plan Bylaw No. 12300.

Amendments

Resolution: R695/19/07/15

Replacing: R945/16/12/05, R019/13/01/14, Council Policy 107

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ATTACHMENT D
This forms part of application
Policy Updates
Planner Initials TA
City of Kelowna DEVELOPMENT PLANNING

POLICY 367

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Public Notification & Consultation for Development Applications

APPROVED February 18, 2013

Contact Department: Development Planning

Guiding Principle

Increasing public engagement in development proposals that will be considered by Council through an approach that is consistent and appropriate to each type of application.

Purpose

To establish standards and procedures for applicants' public notification and consultation responsibilities in respect of development applications. This will ensure transparent and consistent application of standards for the benefit of affected residents, the development community, and the City.

Background

This policy was created to help improve public consultation associated with the development application process. The authority for this Policy comes from:

Local Government Act – Section 475 – Consultation during the OCP development
Local Government Act – Section 494 – Public notice and hearing requirements for Temporary Use Permits
Local Government Act – Section 499 - Notice to affected property owners and tenants for Development Variance Permits

Application

1. OBJECTIVE
To ensure that those parties affected by an application made pursuant to this policy are given adequate notice and one or more meaningful opportunities to provide input, where appropriate and in keeping with the nature and scale of the application.

2. RESPONSIBILITY FOR NOTIFICATION AND CONSULTATION
Unless otherwise indicated, all costs associated with the Notification and Consultation required under this policy are the sole responsibility of the applicant.

3. REQUIREMENT FOR NOTIFICATION AND CONSULTATION
   a. Applications made pursuant to this policy must undertake the forms of public notification and consultation identified in Table 1 below and in accordance with the specifications identified in Development Application and Heritage Procedures Bylaw No. 12310,

Application Type	Large Format Development Notice Sign (8' x 4')[1]	Neighbour Consultation	Public Information Session
OCP Major	✓	✓	✓
OCP Minor	-	✓	-
Zoning Major	✓	✓	✓
Zoning Minor	-	✓	-
LUC Land Use Contract	-	✓	-
DVP	-	✓	-

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TUP Temporary Use Permit	-	✓	-
DP Development Permit	-	-	-
ALR[2] Agricultural Land Reserve	-	-	-
SFWH Seasonal Farm Worker Housing	-	✓	-
Direct SFWH	-	-	-

Table 1 - Forms of Public Notification & Consultation

✓ indicates a required form of notification or consultation.
- indicates a form of notification or consultation not required.
[1] City template is to be used for signage.
[2] please refer to Agricultural Land Commission requirements

b. Fulfilling the requirements of this policy does not relieve the owner or applicant of the responsibility to comply with applicable regulations and bylaws of the City of Kelowna, and those requirements of any body having jurisdiction over the land.
c. Failure to undertake the form(s) of Notification and Consultation in accordance with this policy may result in the postponement of initial consideration of the application by Council. All costs incurred by the City for public notification as a result of such postponement will be the responsibility of the applicant.
d. Applicants are encouraged wherever possible to use online or web-based tools to enhance public engagement strategies.
e. For the purposes of this policy, the following criteria will apply to Official Community Plan amendment applications, and Zoning Bylaw amendment applications made pursuant to this policy:

Official Community Plan Amendment – Major ("OCP Major") means an OCP Amendment Application that:
i. Involves a major change to the Future Land Use class (including, but not limited to, Residential to Commercial, Commercial to Industrial, Educational to Residential) of the applicable parcel(s) or portions thereof; or
ii. Is determined by the Director of Planning & Development Services to be an OCP Major.

Official Community Plan Amendment – Minor ("OCP Minor") means an OCP Amendment application that is not an OCP Major..

Zoning Amendment – Major ("Zoning Major") means a Zoning Amendment Application that:
i. Involves creation of a Comprehensive Development zone; or
ii. Involves a total land area of 2 hectares or greater; or
iii. Involves the addition of 50 or more dwelling units and/or parcels; or
iv. Involves a major change in land use intensity); or
v. Is determined by the Director of Planning & Development Services to be a Zoning Major.

Zoning Amendment – Minor ("Zoning Minor") means a Zoning Amendment application that is not a Zoning Major.

4. NOTIFICATION AND CONSULTATION SPECIFICATIONS

a. <u>Large Format Development Notice Signage (8' x 4')</u>
Where required, an applicant must erect a Large Format Development Notice Sign using the City's template on that parcel of land which is the subject of the application, in accordance with the following specifications:

Timing:
Large Format Development Notice Signs will be posted a minimum of 10 days in advance of the applicant's Public Information Meeting and thirty (30) days in advance of Council's initial consideration. The Council Public Hearing date must be posted a minimum of 10 days in advance of the Public Hearing, if required. Project Boards must

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remain in place until the conclusion of the Public Hearing, or until Council has adopted the amending bylaw if there is no requirement for a Public Hearing, or until the development application has lapsed. Project Boards must be removed within seven (7) days of the conclusion of a Public Hearing or adoption of a bylaw.

Location:
All Large Format Development Notice Signs will be placed on a property that is subject to an application pursuant to this policy so that they are clearly visible from the street, approximately three (3) metres inside the property line.

Number:
One Large Format Development NoticeSigns is required for each road frontage provided that no more than three (3) signs are required for any one Site.

Size and Content:
The Large Format Development Notice Signs (s) will include the following information approved by City Staff :

- Detailed description of the proposal;
- Visual rendering and/or site plan illustrating the proposal;
- Contact information for the applicant or authorized agent, including project website (if any); and
- Contact information for the appropriate City Department.

Sign Installation:
Large Format Development Notice Signs will be located in a manner which does not interfere with pedestrian or vehicular traffic or obstruct visibility from streets, lanes or driveways and must be installed in a safe, sturdy manner capable of withstanding wind and weather.
The applicant must provide City Staff with evidence in the form of photographs that the Project Board(s) required by this policy has been installed on the subject property before the application will be considered at a Public Hearing or a regular meeting of Council.

b. Neighbour Consultation

Objective:
Neighbour consultation aims to promote, where possible, direct, face-to-face conversations between an applicant and their immediate neighbours. Both tenants & owners must be contacted.

Applicable Parcels:
For parcels located within the Permanent Growth Boundary, as shown on Official Community Plan Map 3.1, all abutting and adjoining parcels and any parcels within 50 m of the subject property must be consulted.
For parcels located outside of the Permanent Growth Boundary, as shown on Official Community Plan Map 3.1, all abutting and adjoining parcels and any parcels within 300 m of the subject property must be consulted, or as determined by City staff.

Neighbour Consultation Content:

- Location of the proposal;
- Detailed description of the proposal, including the specific changes proposed;
- Visual rendering and/or site plan of the proposal;
- Contact information for the applicant or authorized agent;
- Contact information for the appropriate City department;
- Identifications of available methods for feedback.

Evidence of Consultation:
A summary of neighbour consultation efforts, feedback and response must be provided to City staff, identifying how the efforts meet the objective of this form of consultation. This must be provided to City staff a minimum of 20 days prior to Council initial consideration of the application(s) for inclusion in the report to Council.

c. Public Information Session

Where required, an applicant must conduct a Public Information Session in accordance with the following requirements:

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1. The Public Information Session must be held a minimum of 15 days prior to Council initial consideration and after submission of a complete application;

2. The date, time, duration and location of a Public Information Session are to be determined by the applicant, but shall be organized pursuant to the Objective set out in Section 1 of this policy;

3. A Public Information Session must be advertised by both mailout and by local newspaper advertisements, which must be delivered or printed, as applicable, a minimum of two (2) weeks in advance of holding of a Public Information Session;

4. The applicant must make available for review all relevant appropriate plans, studies, and technical information regarding the proposal;

5. The City of Kelowna must be notified of the meeting, and a City staff representative shall have the option to attend;

6. A summary report prepared and signed by an applicant or authorized agent must be submitted to the File Manager that provides responses to the following questions:

    - Where was the information session held?
    - At what time and for what duration was the information session held?
    - How many people attended the information session?
    - How was the information session advertised (including copies of all advertising)?
    - How were affected property owners notified of the information session?
    - What information was provided at the information session?
    - How was the input received at the information session used?
    - Was the information session organized and conducted in a manner consistent with the Objective of this policy?

Amendments

R090/13/02/18

R102/14/02/17 – changes reflect development sign upgrades

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ATTACHMENT E
This forms part of application
Policy Updates
Planner Initials TA
City of Kelowna DEVELOPMENT PLANNING

POLICY 374

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Snow and Ice Control for Parks and Civic Properties

ESTABLISHED: April 4, 2016

Contact Department: Civic Operations, Park Services Branch

Guiding Principle

Snow and ice at parks and civic properties will be controlled to balance public access and safety with available budget and resources.

Purpose

To define winter snow and ice control minimum standards at city parks and civic properties.

Definitions

- **Bare Pavement:** A paved surface with a layer of snow not exceeding two (2) cm in depth.
- **Paved:** An area of ground that is covered with asphalt, concrete, or bricks to provide a surface for pedestrian or vehicle traffic.
- **Priority 1:** Any titled park or property owned by the City of Kelowna that is open for public access and located in an **Urban Centre**. Also includes Mission Recreation Park, Parkinson Recreation Park and Rutland Recreation Park. This does not include road rights-of-way.
- **Priority 2:** Any other property owned by the City of Kelowna that is open for public access, and not included under the definition of **Priority 1**.
- **Urban Centre:** Shall have the same definition as in the "Kelowna 2040 – Official Community Plan Bylaw No. 12300".
- **Winter Months:** October 31 to March 31, inclusive.

Application

This policy only applies to:

1. Snow / ice control during the **Winter Months**; and
2. City owned parks and civic properties that are open to the public.

This policy does not apply to:

1. Paved parking lots within parks and civic properties (see Council Snow and Ice Policy #332); or
2. Unpaved parking lots or unpaved trails will not receive any snow and ice control, nor will any bridges, paved stairs or paved walkways connected to unpaved trails.

Policy Statements

1. Paved pathways within a Priority 1 property will be cleared to bare pavement within 48 hours of the accumulation of snow or ice.
2. Paved pathways within a Priority 2 property will be cleared to bare pavement within 72 hours of the accumulation of snow or ice.
3. In areas with large paved plazas (e.g. Waterfront Park), a minimum 2m wide pathway will be cleared to bare pavement within 48 hours to allow pedestrian access. The remainder of the paved plaza will be cleared after all other Priority 1 and Priority 2 areas are complete.
4. Paved parking lots, access roads or pathways that are not cleared will be gated and/or signed appropriately.
5. The method of snow and ice control may include the use of plowing, sanding, or salt. The decision to use a particular method of snow or ice control depends on many factors, which may include:
   - Temperatures before, during and after a storm;
   - Duration of the storm;

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- Amount of accumulated snow or ice; and
- Weather forecast.

Amendments

R242/16/04/04 – Policy approved

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City of Kelowna

Policy Amendments Zoning Bylaw & OCP

July 2020

Purpose

- To approve changes to various Council Policies to align with Zoning Bylaw No. 12375 and 2040 Official Community Plan Bylaw No. 12300.

Background

City of Kelowna

- Kelowna 2040 OCP Adopted in January 2022
- Zoning Bylaw No. 12375
  - May 30, 2022
  - June 21, 2022

- Triggers changes in various Council Policies
  - Update wording
  - References to old zones
  - Old templates

Policies

1. 301: Private Docks Adjacent to City Land
2. 329: Downtown Building Encroachment
3. 366: Residential Parking Permits
4. 367: Public Notification & Consultation
5. 374: Snow & Ice Removal Civic Properties

- Not exhaustive list
- Further amendments will follow

301:Private Docks Adjacent to City Lands

- Section 3 (b)
  - Changed wording to reference correct section of Zoning Bylaw No. 12375

329: Downtown Building Encroachment

City of Kelowna

- Items 1 thru 4
  - Changed OCP map references
  - Removed redundant wording
  - Updated references to Zoning Bylaw

366: Residential Parking Permits

City of Kelowna

- Definitions:
  - Updated definition of Residential Permit Eligible Dwelling
  - Reflects number of dwellings rather than dwelling type
  - I.e. Duplex Housing changed to Two Dwelling
- Table:
  - Eliminated regulations related to RU7
  - Removed secondary suite/carriage house
    - Each additional suite is considered "one dwelling"
    - A SFD with a suite falls under "two dwelling"
    - Both units eligible for permits

367: Public Notification & Consultation

City of Kelowna

- Background, Section 3 & 4
  - Updated references to Local Government Act
  - Updated definitions of OCP Major, Zoning Major
  - Updated references to OCP maps

374: Snow & Ice Removal Civic Properties

- Definitions
  - Updated reference to 2030 OCP

Staff Recommendation

City of Kelowna

- Administrative changes only, not regulatory changes
- That Council approve changes to various Council Policies to align with Zoning Bylaw No. 12375 and 2040 OCP Bylaw No. 12300.

City of Kelowna

Questions?

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

Residential Parking Permits

Maximum Number of Permits (See below for additional details)

Dwelling Type	Maximum Number of Residential Permits per Dwelling Unit	Maximum Visitor (Temporary) Permits per Dwelling Unit
One Dwelling	2	2
Two Dwelling	2	1**
Three Dwelling	1	1**
Four Dwelling	1***	1***
Multiple Dwelling Housing (5 Units and Above)	Not Available	5 (per property)**

** 1) Additional Visitor (Temporary) Permits may be issued for a property with a large amount of street frontage. The total number of Visitor (Temporary) Permits for any property may not exceed one permit per seven metres of frontage where parking is permitted. Approval will be on a case by case basis by the Building and Permitting Manager, Parking Services Manager, Parking Operations Coordinator, Development Services Coordinator or their designate.

** 2) One Short-Term Visitor (Temporary) Permit may be issued in the case of a family emergency (i.e. illness), where an additional on-street parking space is required. This permit will be valid for one-month period. Approval will be on a case by case basis by the Building and Permitting Manager, Parking Services Manager, Parking Operations Coordinator, Development Services Coordinator or their designate.

*** 3) Each unit within a Four Dwelling/Four-Plex Housing in an RU7 Zone may choose EITHER 1 Residential Permit OR 1 Visitor (Temporary) Permit.

Council Policy 367

- Official Community Plan Amendment – Major ("OCP Major") means an OCP Amendment Application that:

I. Involves a major change to the Future Land Use class (including, but not limited to, Residential to Commercial, Commercial to Industrial, Educational to Residential) of the applicable parcel(s) or portions thereof; or

II. Is determined by the Director of Planning & Development Services to be an OCP Major.

- Zoning Amendment – Major ("Zoning Major") means a Zoning Amendment Application that:

I. Involves creation of a Comprehensive Development zone; or

II. Involves a total land area of 2 hectares or greater; or

III. Involves the addition of 50 or more dwelling units and/or parcels; or

IV. Involves a major change in land use intensity); or

V. Is determined by the Director of Planning & Development Services to be a Zoning Major.

Report to Council

Date:	September 19, 2022
To:	Council
From:	City Manager
Subject:	Uptown Rutland BIA Bylaw Renewal 2023 - 2027
Department:	Financial Services

Recommendation:

THAT Council approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Uptown Rutland Business Improvement Area pursuant to Sections 215 of the Community Charter, for the properties included within the boundary as outlined on Schedule "A" to the Report of the Revenue Supervisor dated September 19, 2022;

AND THAT Bylaw 12427 being Uptown Rutland Business Improvement Area Bylaw be advanced for reading consideration;

AND FURTHER THAT 4:00 p.m., Friday, October 28, 2022 be set as the deadline for receipt of petitions against the proposed Uptown Rutland Business Improvement Area renewal bylaw.

Purpose:

To approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Uptown Rutland Business Association.

Background:

Section 215 of the Community Charter permits Council, by bylaw, to grant funds to an organization that has as one of its aims, function or purposes, the planning and implementation of a business promotion scheme. Council may raise the necessary funding by levying and imposing a tax on the benefiting properties.

The first Uptown Rutland Business Improvement Area (BIA) was established for the 5 years beginning in the year 2008. As illustrated in Schedule "A" attached, the BIA approximately starts at Hollywood Rd to the west, just south of Gray Rd to the south, just past Prior Rd to the east and ends at Houghton Rd to the north.

Discussion:

The Uptown Rutland Business Association wishes the City to continue to raise the annual grant by levying a tax on the land and improvement for those properties assessed as Class 5 (Light Industrial) and Class 6 (Business) with the exception of Federal, Provincial and Municipal owned properties used for government purposes. Government properties leased out for private commercial use will be subject to the levy.

The attached Schedule "B" is the Uptown Rutland Business Improvement Area business promotion scheme, which outlines a history, goals, and provides details of the BIA services.
The bylaw authorizes Council to grant to the Association, to a maximum dollar value, an amount equal to its annual budget. For the term of the bylaw, the amounts are (Schedule "C"-Proposed Budget attached):

2023	**$222,547**
2024	**$233,675**
2025	**$245,359**
2026	**$257,627**
2027	**$270,508**

A report to Council will be prepared for approval of the grant prior to each fiscal year covered in the bylaw. The 5-year term of the bylaw will conclude on December 31, 2027.

Considerations applicable to this report:

Legal/Statutory Authority:

Council may, by bylaw, grant money to a corporation or other organization that has, as one of its aims, functions or purposes, the planning and implementation of a business promotion scheme, with the establishment of a Business Improvement Area in accordance with Division 5 Sections 215 of the Community Charter.

Legal/Statutory Procedural Requirements:

Council may, by bylaw, impose a parcel tax in accordance with Division 4 to provide all or part of the funding for a service.

Considerations not applicable to this report:

Internal Circulation:
Existing Policy:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by: P. Gramiak, Revenue Supervisor

Approved for inclusion: Joel Shaw, Acting Divisional Director, Financial Services

Attachments:

URBA Renewal Presentation 2023 – 2027

Schedule A – Uptown Rutland BIA Boundary Map

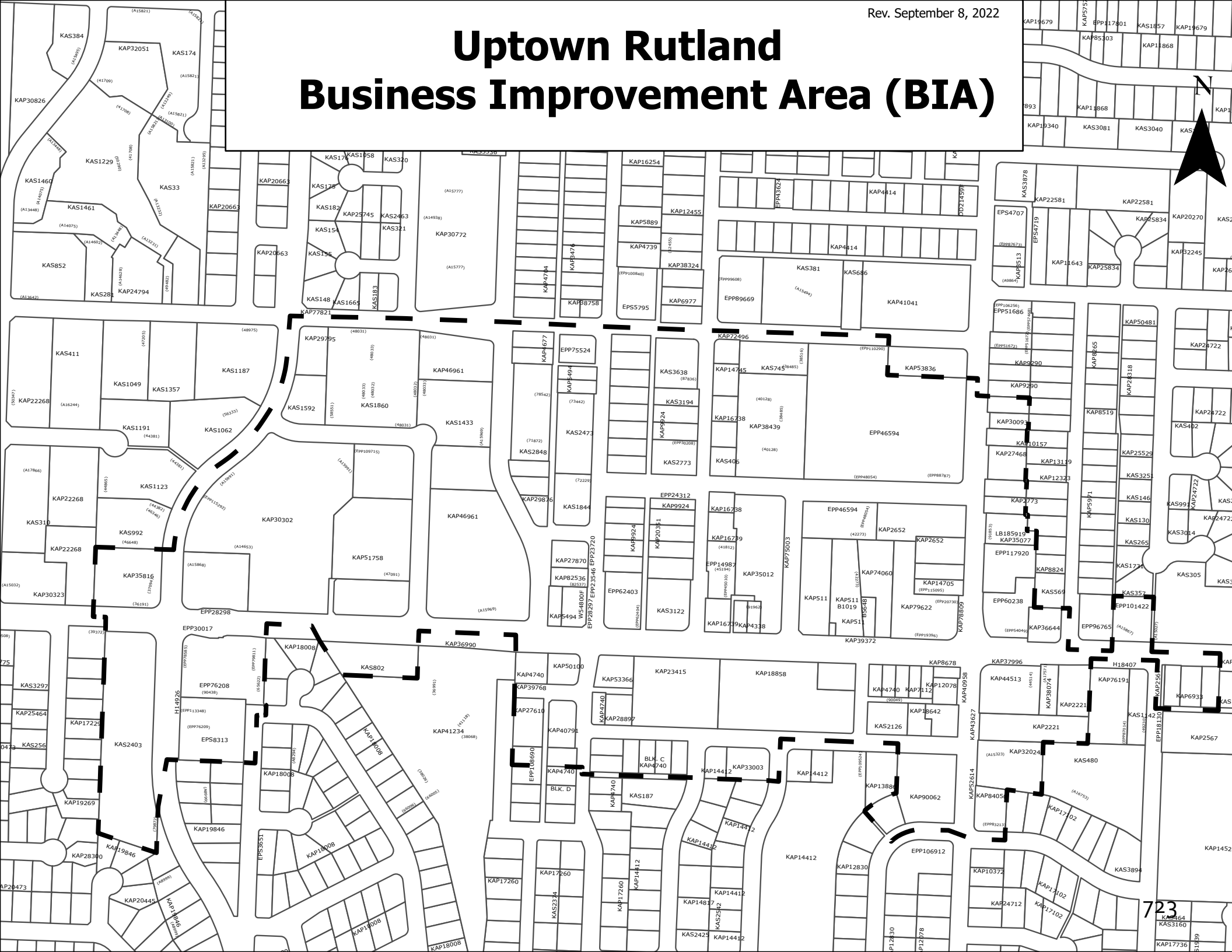
Schedule B – URBA Renewal Report 2023 – 2027

Schedule C – URBA Proposed Budget 2023 – 2027

Schedule D – URBA Letters of Support

Rev. September 8, 2022

Uptown Rutland Business Improvement Area (BIA)



2023 – 2027

URBA LEVY RENEWAL

urba

Uptown Rutland

BUSINESS ASSOCIATION

220 URBA Members are

Hard Working. Diverse. Authentic. Approachable. Rutland Proud.

VISION STATEMENT

RUTLAND PROUD: To attract and expand development, business and prosperity with pride and purpose.

MISSION STATEMENT

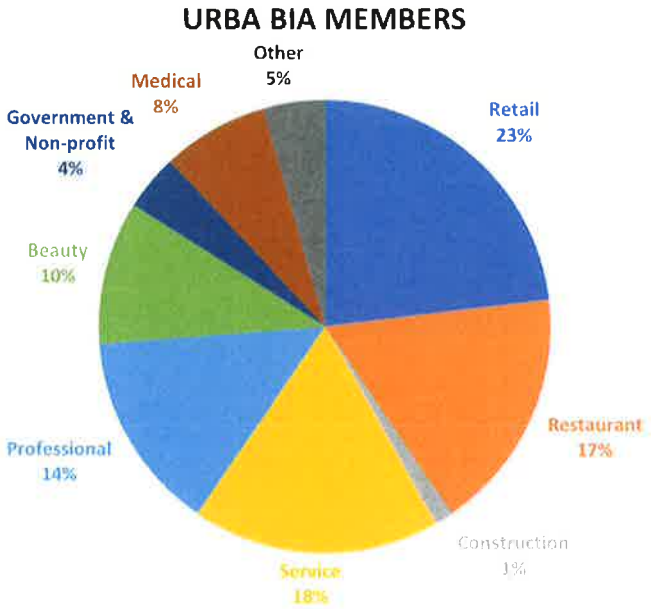
UPTOWN, DOWN TO EARTH: To grow and strengthen Rutland's hard-working business community through authentic connections and strategic opportunities.

EXECUTIVE SUMMARY

Identified as one of Kelowna's Urban Centres and important transportation hub, Rutland's revitalization and growth is becoming unprecedented. URBA, and Rutland, have evolved at a rapid pace these last five years. With many new mixed-use builds coming online over the next couple of years, an aggressive real estate market, a strong BIA presence and effective community leadership have created a great sense of renewal that is felt beyond Kelowna as national organizations identify the Okanagan as one of the top areas to invest both commercially and residentially in Canada. Rutland is definitely on people's radar attracting developers from Alberta and Manitoba, among other provinces across the country.

We would like to graciously acknowledge Council for its support of URBA's award-winning Uptown Mural Project the first three years, with funding coming through the city's public art budget. It has blossomed into 22 murals each very different from the others, painted by world renown artists from across Canada, including Okanagan and Indigenous artists. This successful beautification project has truly created a sense of excitement and pride among Rutlanders!

With Council's approval, we will keep that momentum going, building on the past foundation and accomplishments while creating a greater vibrancy for Rutland Urban Centre. This document outlines our core plan, including how we plan to invest our BIA levy into advocacy, community safety, marketing and beautification efforts that strengthens the future for all of us, as entrepreneurs, the 220 members of URBA.



OUR PLAN

SEE APPENDIX A: STRATEGIC PLAN POSTER

As URBA is in its second year of its 2021-2024 Strategic Plan, one of the goals outlined is 'to promote business and the area to customers, investors and entrepreneurs', the pandemic created an opportunity for URBA's Board of Directors to reflect on its priorities. This led to a re-branding process that included a new logo and brand personality which sees Rutland businesses as authentic, hard-working, diverse, approachable, down-to-earth and, very much Rutland Proud! Also part of the Strategic Plan was updating the Mission and Vision Statements, as well as developing more relevant Marketing and Communications Plans. With no networking events or community events during the pandemic, URBA had the opportunity to increase funding towards new marketing strategies and also continue developing the Uptown Mural Project.

In 2020, a shift in priorities occurred; URBA removed the large-scale community events that gave Rutland businesses limited return on investment, giving the rights to a professional event planner who has since grown these events beyond the limits of URBA. This allowed URBA to develop a much stronger digital presence, enhance and grow the Uptown Mural Project and bolster its brand by expanding the organization's marketing program.

Armed with these new vision and mission statements, we see URBA's purpose is to advocate for our vision of Rutland and to champion for the possible. We see Rutland as a proud, authentic, diverse, and evolving community. We will continue to cultivate fruitful relationships with key stakeholder organizations such all levels of government; School District 23, YLW, Big White, UBCO, Okanagan College, Tourism Kelowna, Downtown Kelowna Association, Kelowna Chamber, CHBA, the development community, and Rutland community groups.

URBA will continue to promote business and the area to customers, investors, entrepreneurs – over the past year, URBA has been aggressively marketing Rutland with a strengthened digital presence.

We will keep an open dialogue with our members to incorporate their wants, needs, and goals. Be their 'go to' resource for all things Rutland such as assisting them when dealing with bureaucracies of government.

We see Rutland as a community where businesses continue to flourish for many years – so their successes will build upon each other so Rutland is seen as a visible, unique, and attractive place to invest. And for those businesses not currently within URBA's boundaries but still within Rutland, URBA will be launching an Associate Membership option so they can get connected with URBA. This will also generate some revenue.

We see the Board of Directors continuing to evolve by adding capacity, influence, and diversity. It is URBA's opportunity to reach out to Rutland's dynamic, culturally diverse business owners. The Board will continue to build better relationships with other BIA's and related organizations. The Governance Committee will re-launch in early 2023 to ensure bylaws remain current, timely and functional.

Not on the immediate radar of the Board but perhaps in the next couple of years, URBA will begin the process to start researching boundary expansion options, possibly hiring a university student to tackle it. We see engaging key stakeholders within the community, including all levels of government, to attend visioning and planning sessions that will

identify what will keep Rutland thriving and be a healthy community. The results may be infrastructure upgrades or traffic pattern changes designed to keep people and goods moving smoothly within and through Rutland. Aligning with the city's OCP and Transportation Plan is top of mind while respecting and acknowledging citizens' and the business community's input.

OUR ACHIEVEMENTS

Beautification - Uptown Mural Project

After completing its fourth year this summer, URBA's Uptown Mural Project, now boasts 22 world class street art murals located throughout Rutland's community centre. These last two years has been a critical time to provide supports to businesses, residents and our community; creative and inspiring projects such as the Uptown Mural Project help as we come out of the pandemic building community spirit and pride. This urban art initiative, unique to the Okanagan, is driven towards the beautification of Rutland, encourages community involvement and strengthens community pride. It emphasizes that Rutland is a safe and desirable place to conduct business with vision and values reflected in each of the murals. By increasing the beautification and walkability of Rutland, the murals decrease vandalism, graffiti and tagging.

This dynamic collection of street art has been inspirational to the people of the Okanagan Valley with the city of Kelowna proud to present it as a key component of the city's public art collection. World renown artists hail from Montreal, Toronto, Calgary, Winnipeg, Victoria, Vancouver, Nelson and most notably the Okanagan, including Syilx and Metis artists.

Each year, the project has achieved new successes. It has received recognition from its peer organizations, a Merit Award, Programming & Partnerships Category from the Business Improvement Association of BC (BIABC). Notably, the Downtown Kelowna Association captured the Gold in this category for the Meet Me on Bernard program. URBA was recognized as a Finalist in the Arts & Entertainment Category in the 2021 Kelowna Chamber of Commerce Business Excellence Awards.

These next few years will see a shift in focus for the Uptown Mural Project. It will move from pure mural production into mural maintenance (anti-graffiti coating), a possible Mural Festival and overall enhanced marketing program.

Marketing Initiatives

SEE APPENDIX B for complete listing of participating member businesses & statistics

The pandemic brought opportunity and growth for URBA. Working with Tourism Kelowna, a mutually beneficial partnership began in summer 2021. One of Tourism Kelowna's mandates is to promote attractions beyond the downtown core of Kelowna. It developed a 'digital passport' download that has locations, descriptions and photos of all murals for tourists and locals to self tour. Adding to the 'fun factor', the app includes a scavenger hunt where a multiple choice question is asked at each mural and answers are submitted to win a prize. To promote the passport, a portion of one mural is window-screened at the Visitor Centre.

Summer 2022, saw the next step evolve from this relationship by adding the sale of mural merchandise at the Visitor Centre. We are currently waiting for the early sales reports. We would like to expand mural merchandise sales beyond the Visitor Centre to possibly YLW and the UBCO bookstore among targeted locations. We will also be working on adding online merchandise sales to our website.

Other initiatives will include approaching hotels, tour companies and even international tour companies that book tours to the Okanagan so mural walks can be incorporated into tour itineraries. URBA has been approached by an Australian tour company who will be in Kelowna 2023 and has requested the mural walks be incorporated into its itinerary. They will be arriving in Kelowna in September to film a promotional video, incorporating the murals.

Once the re-brand was complete, the monthly print version newsletter relaunched in summer 2021 with member and director profiles, messaging from the President and members have the opportunity to advertise. It is hand-delivered to 220 Rutland businesses by a Pathways Abilities Society client whom URBA pays for the delivery service.

Other advertising took place in the Kelowna Capital News for assorted recognition to thank firefighters, first responders, recognize RSS grads, and honour veterans. Fall 2021 to today, URBA secured the outside back cover of the magazine *Rediscover Rutland*, published quarterly by Kelowna Capital News, with a distribution of 15,000 homes throughout Rutland and Glenmore. Each quarter, 4-5 businesses are featured.

A couple of short videos, highlighting the murals and various Rutland businesses, were produced so URBA members would be able to play on their restaurant TVs, medical office reception TVs, and the Kelowna Chiefs hockey team livestreamed one of the videos during its hockey games.

URBA is a long-time member of the Kelowna Chamber of Commerce and will be applying to sit on the Advisory Council of the Central Okanagan Economic Development Commission. URBA annually participates in the COEDC's Business Walks. URBA would graciously accept a seat on the Airport Advisory Committee.

Other Marketing Initiatives:

Kelowna Chiefs – rink board & deliver car sponsor
Kelowna Falcons – starting line-up player sponsor
Miss Kelowna Lady of the Lake Leadership Excellence Program: annual sponsor
Meet Me On Bernard: pop-up booths-2 days. Had the public paint large canvases.
Pianos in the Park – Piano at Roxby Square
Kelowna Car & Bike Show sponsor/kids craft station
Christmas Light-up Centennial Park sponsor/kids craft station
Payton & Dillon Budd Memorial Bike Ride refreshment station sponsor, Lions Park
Scarecrow Festival - sponsor/kids craft station
Maxine DeHart's Drive-Thru Breakfast United Way fundraiser

Digital Marketing/Social Media

Starting in summer 2021 and continuing today, URBA engaged in two ambitious digital marketing campaigns. The results of the Castanet campaign centred on 'quantity' while the Kelowna Now campaign contained more in-depth articling and contesting which means it was more about 'quality'.

These campaigns significantly promoted and improved the visibility of URBA as an organization (Castanet) and also to highlight specific Rutland businesses through a series of contests (Kelowna Now). These contests have garnered more than 2,500 entries and 20,757 article reads.

The Castanet ads received 17,877,689 impressions and 6,512 Click Thrus and ClickThru Ratio: .0364%. These ads highlighted Mural Walking Tours throughout the 2021&22 summers that are free for the public and tourists to attend.

Overall, the Castanet ads were more about brand recognition and promoting mural walks. There were a total of 10 Kelowna Now contests, each one highlighting 4-5 Rutland businesses. There were also Level Up magazine articles touching on the Uptown Mural Project, restaurants, thrift stores and the new vision/direction URBA is heading.

Community Safety

Safety & security – a top priority for URBA to develop strategies and tips to share with members by tapping into RCMP resources and continue with ongoing community engagement. For example, URBA is currently spearheading neighbourhood meetings with businesses and government regarding the relocation of the province's Income Assistance cheque distribution office to Rutland.

Over this next five years budget cycle, it may be worth exploring a 'Clean Team' or an 'On Call' type program with the city. There has been a noticeable spike in property crime, theft, vandalism and mischief charges in Rutland over the past year. Like everywhere, Rutland businesses continue to struggle with keeping their storefronts and alleyways clean and safe for customers.

URBA will continue to pursue community based solutions to our business and security needs. URBA will endeavour to research potential grant opportunities that focus on community safety.

Distribution to 220 members in 2022: Surveillance stickers, fraud & counterfeit bills pamphlet, opioid overdose pamphlet & 'Who to call, When to Call' pamphlet.

Up for consideration is to have the Executive Director receive Crime Prevention Through Environmental Design (CPTED) training which can be offered as a service to members.

Events

A real shift in focus happened for URBA during the pandemic. It was decided to stop producing its three community events and to only continue with sponsorship, assist with marketing and volunteering at the Scarecrow Festival, Car Show and Christmas Light-up. URBA will continue to host member-focused monthly networking events, stakeholder meetings, golf tournaments, trade shows and possibly begin producing an annual Mural Festival.

OUR CORE ASK/THE BUDGET

Proposed BIA Budget					
	2023	2024	2025	2026	2027
Revenue					
City Funding Tax Levy (Capped)	222,547	233,675	245,359	257,627	270,508
Other Income Events, Sponsorships, Grants, Associate Memberships	34,267	32,439	34,906	36,680	48,560
Total Revenue	256,814	266,114	280,265	294,307	319,068
Expense					
Beautification/Streetscape	41,000	40,000	40,000	40,000	40,000
Community Safety/Programs	3,000	3,000	3,000	3,000	3,000
Events & Promotions	8,453	8,876	9,319	9,785	10,275
Office & Administration	155,317	164,588	170,509	178,862	202,826
Marketing	43,745	41,370	43,338	45,405	47,575
Total Expense	251,515	257,834	266,167	277,053	303,676
Net Revenue	5,300	8,280	14,098	17,255	15,392

Notes to Proposed Budget

OFFICE SPACE: Forecasting inflation rates is difficult at best. URBA's previous 2018-2022 budget was not impacted by dramatic inflation hikes that we are seeing today. This budget is based on predicting inflation that affects all businesses, including URBA suppliers of advertising (print, digital), utilities, office space, equipment rentals, etc.

This has led URBA to propose a 9% increase in 2023, in an effort to more accurately reflect the rising costs and expenses of 2022-23, followed by 5% increase, year over year, for the remaining four years, ending 2027.

URBA's office lease is up October 2022. URBA has been looking for new office space which, at a minimum, will see lease payments double to market rate of approximately $1600/month for a comparable sized office it occupies today (600 sq. ft.). Reviewing the rare few office relocation options in Rutland will see an increase in rent upwards of $3,200-3,700/month for a modest 1,200-1,500 sq. ft. space.

After careful thought and number crunching, the Board has decided to close the current office space for an undetermined amount of time, and staff will work remotely. Meetings will be held in various URBA members' board rooms and Rutland restaurants in an effort to showcase those businesses. Office furniture will be moved to a storage facility.

URBA will continue to watch for office space availability as there is great value for branding and marketing purposes of a bricks and mortar office.

GROW A CONTINGENCY FUND: In these uncertain times, another long-term goal would be to grow a contingency fund where a small portion of revenues are set aside to cover unexpected costs, 'one-off' projects and support other issues that may arise. From a fiscal management perspective, there should be a minimum of 6 months operating costs set aside. We see these funds going towards enhanced community safety initiatives, further murals and/or mural maintenance, and the most likely option is to re-establish a bricks & mortar office again. With a fair amount of new commercial space coming in the next year or two, we anticipate those spaces will be filled with businesses that are currently located in older buildings or the malls. With those businesses moving into the new spaces, this will free up space for URBA to pursue those older buildings as they will be more affordable than new buildings.

2023 IMPORTANT ADJUSTMENTS: In 2022, the Uptown Mural Project saw a significant rise in costs due to a few factors such as longer hotel stays for the artists, lift rentals were also for longer periods of time, extra labour to prime the walls and literally more paint due to the four very large walls that were muralled. We are hoping to apply anti-graffiti coatings to five murals before the weather changes this fall. The original plan was to apply this coating to only 2-3 murals this year as per budget limitations but we feel it necessary to coat an additional three that are very vulnerable, as a preventative maintenance measure.

For 2023 and moving forward, the mural project budget will be reduced to $40,000 annually, almost half of the current budget, unless grants are secured. It is time to shift from creating as many murals as possible to protecting and maintaining them.

We see 2-3 murals produced annually and also applying the expensive anti-graffiti coating to those existing, more vulnerable murals.

The second adjustment is reducing office and administration expenses. By closing the office temporarily, annual savings is approximately $23,000.

BEAUTIFICATION/MURAL GRANTS: Grants were identified in years 2023 and 2027 only as grants are just not a guaranteed revenue stream. In 2027, we will definitely pursue a grant as we will need that revenue to off-set the cost of having a Review Engagement Audit performed budgeted at $15,000.

NEW REVENUE SOURCES: Starting small to begin, we are optimistic about the growth of Associate Memberships and both online and Visitor Centre mural merchandise sales. These would not be significant contributors to URBA's revenue stream but certainly they have potential to grow.

APPENDIX A: URBA Strategic Plan Poster

APPENDIX B: Member Engagement: Participating Businesses & Stats

2021 - 2024

Strategic Plan *at a glance*

urba
Uptown Rutland

We see a community which ...

VISION

- is proud, authentic, diverse and evolving community
- supports business, developers and investors
- is a tangible, healthy community that flows
- continues to evolve through adding capacity, influence and diversity
- represents a visible, unique, attractive place to invest
- is a leader in building collaborations
- beautifies area and builds character and identify with the mural project
- where businesses flourish in a sustainable ecosystem with longevity
- showcases people, activities, business, buildings and stories
- tackles challenges with creativity

VALUES

Authentic. Hardworking Diverse.

Uncomplicated.

Approachable.

Proud.

GOALS

	Goal 1: Broaden the reach Develop marketing plan, increase social and identify what our members want	**Goal 2: Share our stories** Celebrate local activities, initiatives and successes with broader community
ADVOCACY advocate for our vision for Rutland and for the benefit	**Goal 1: Build cohesive vision** Open dialogue with existing members to support their wants, needs and goals	**Goal 2: Expand BIA** Expand BIA region beyond the current borders to align with Urban Centre border
CAPACITY provide the best resources for area businesses, investors, customers	**Goal 1: Increase visibility** Update and expand collateral and reach, identify types of support for membership	**Goal 2: Support local businesses** Develop a database of information, resources and funding opportunities
CONNECTIONS cultivate fruitful relationships with key stakeholders	**Goal 1: Increase community contacts** Identify key stakeholders, develop a communications plan, motivate dialogue	**Goal 2: Shift approach with gov't** Actively work with local and provincial governments to develop solutions

ACTIONS

	ADVOCACY	CAPACITY	CONNECTIONS
Actions	**Actions**	**Actions**	**Actions**
• develop marketing plan	• develop marketing plan that targets members, developers/ investors, business sector/ entrepreneurs	• develop print and digital collateral	• Identify key stakeholders and establish regular meeting
• expand collateral	• survey interviews with members	• expand social	• develop a communications plan
• expand social	• update website with platform for members to communicate with each other	• move office to higher visibility location	• motivate dialogue by reaching out
• Board actively participates in URBA networking events	• prospectus map	• advertising campaigns with Kelowna Now and Castanet	• develop government relations plan
• identify community groups and networking events for Board and ED to attend to increase presence and awareness	• "in your area" map	• determine what type of support and resources members want and need	• identify key government contacts
• sponsorships – external events	• educate membership around potential and limitations of OCP	• develop a database for members info, resources, funding options, missing amenities and services	• establish recognition and appreciation program: internal and external
• website, social, newsletter, videos, podcasts	•	• hire marketing/admin resource	• host community visioning workshops
• Tourism Kelowna Mural Passport	• facilitate roundtables for members, developers, business sector		
• more walking tours	• strike committee for BIA expansion		
• make info about events, programs and services easy to find	• strike governance committee		
	• BIA best practices		
	• identify needed infrastructure		

To learn more about how we can help your business, visit us online or call 250.451.9861

APPENDIX B
URBA MEMBER ENGAGEMENT: PARTICIPATING BUSINESSES & STATS
June 2021 - August 2022

BIA Members 223

PRINT:

1) **Monthly Print Newsletters hand delivered to members:**
   21 BIA Member Profiles - 13 Directors 3 Murallists
   Rosie's Grape Stop
   Old Town Farm Market
   Kristy's Hottips
   Fred's Gold Panning
   Lee's Floral Designs
   Pitch Black Tattoo
   Das Barbershop
   Big White
   Basha Donair
   Trulli Italian Supermercado
   Making Strides Counselling
   Rage Hair Studio
   Rodney Hobson Karate Academy
   Maharajah Grocerz
   Mountain Lifestyle Outlet
   Mountain Planning Group
   The Bridge Outreach Services
   Rutland Physical Therapy
   Work BC
   VisionFirst Optometry
   Superior Paint

2) **I Am Woman Magazine** -published by Csek Creative - March 2022
   "Female-Driven, Rutland Proud" - Pictures: Karen Beaubier and Nancy Wells
3) **Business Women** of the Okanagan – published by The Daily Courier - February 2022
   "What is URBA?"
4) **Black Press Media (Kelowna Capital News)** Deliver 33,362 papers to households in Kelowna. We also have an average of 162,500 visits to website weekly, with about 50,000 of them accessing e-editions.
   - **Campaigns – assorted ads throughout the year:**
   - The Women in Business magazine delivered to 48,000 households Kelowna and West Kelowna.

- The 101 Things to See and Do delivered to 52,200 households in Kelowna, West Kelowna and Lake Country.
- *Rediscover Rutland* magazine delivered to 15,000 households in Rutland and Glenmore.

Rediscover Rutland back page ads:

October 2021

Dosa Crepe Cafe
Johnny's Meat
Lorenzo's Barbershop
OK Tire
Ski Outlet
FEATURE: "More Business, Customers Key to Rutand's Success: URBA"
FEATURE: "Higher Density Appeals to Rutland Business Core"

March 2022

Good Brothers Pizza
Purple Seahorse Pet Store
Rutland Optometry
Wa Skew'R
Okanagan Heating & Air Conditioning
FEATURE: "URBA Seeks to Expand Brand"

May 2022

Burger Baron
Stylize Hair Studio
Ustaad G76 Indian Cuisine
Veerji Fish 'n' Grill
Whisk Bakery & Café

Summer 2022

Solid Gold Collision
Salvation Army
Magrath Auto Supply
Punjab Fashion Hut
New Punjab Sweets & Restaurant

E-Newsletters/Constant Contact (bi-weekly)

30330 Sends
13651 Opens
697 Clicks
Open Rate: +21%
Industry Average: +14

Social

June 2021 - August 2022

Facebook

Page Reach: 9,940 (+100%)
Profile Visits: 235 (+100%)

Instagram

Page Reach: 3,289 (+65.3%)
Profile Visits: 1,460 (+180.8%)
Reels (aka short videos):

1) Pitch Black Tattoo
2) Trulli Italian, Old Town Farm Market, Specialty Bakery, Johnny's Meats
3) Letaya Salon
4 Work BC

KelownaNow – Contesting Results

Facebook	7 posts
Impressions	25170
Engagements	562
Comments	4
Reactions	22
Clicks	530
Shares	6

Instagram	6 posts
Posts	
Impressions	84080
Reach	70079
Engagements	591
Comments	571
Reactions	7
Shares	13
Story	
Impressions	18763
Reach	18536
Replies	2

Twitter	
Impressions	457

MailChimp Emails	17 Emails
Emails Sent	214940
Unique Opened	78821
Clicks	65191
Open Rate	36.70%
Click-to-Open Rate	53.30%

Contest List

"Get Your Car in Tip-top Shape"
2068 reads/491 entries (**Rutland Auto Repair, Top Grade Tire, Napa Auto Pro**)

"Enter to Win a Shopping Spree in Kelowna's Hollywood!"
2570 reads/533 entries (**Hollywood Station biz video: Taco Time, Quantum Games, Specialty Bakery, Johnny's Meats, Old Town Farm Market**)

"Win the Ultimate Hockey Night in Kelowna Prize Pack"
2331 reads/215 entries (**Kelowna Chiefs, Wings**)

"Hair for the Holidays? Yes please! Enter to win a Trip to a local salon or barbershop!"
2608 reads/491 entries (**Salon D'Roz, Das Barbershop, Hair by Desi, Salon Muse**)

"Cook the Ultimate Meal Courtesy of Local Rutland Businesses"
2555 reads/199 entries (**Old Town Farm Market, Farah Middle Eastern, Rosie's Grape Stop, Garcha Bros Meats, Trulli Italian**)

"Enter to Win the Ultimate Thrifting Prize Package"
3194 reads/498 entries (**Rutland Thrift (KGH), Salvation Army, MCC Thrift, Gospel Mission Thrift)**

Explore Rutland's Uptown Mural Project
2816 entries

"Win the Ultimate Summer Reinvention Prize Pack from these Rutland thrift stores and salons!"
1987 reads/181 entries (**Rage Hair Studio, Salon D'Roz, MCC Thrift Store, KGH Rutland Thrift Store)**

"Try Something New in Rutland"
(**Rodney Hobson Karate School, Flashpoint Tattoo, Mountain Lifestyle Outlet, Centex Gas)**

"Back to School" (**Brayds Hair & Day Spa, Tim Hortons card purchased by Christman Plumbing, MCC Thrift Store, Mara Lumber Home Hardware**)

Level Up Magazine Features:
Sept 2021: **4 Rutland Thrift Stores**
May 2022: **PostHaus Pub, Burger Baron, My Restaurant, Dosa Crepe, Latin Fiesta, Zabb Thai**
July 2022: Promoted Mural Project & QR code to download app

Other Marketing:

1) Kelowna Chiefs Hockey partnership (approx 30,000 people in the rink annually):
   - Rink board & logo on the ice
   - Logo on delivery cars

2) Kelowna Falcons – Starting Lineup Player sponsor

3) Miss Kelowna Lady of the Lake Leadership Excellence Program: annual sponsor

4) Meet Me On Bernard – Pop-up booths – 2 days. Public were invited to paint large blank canvases

5) Pianos in the Park – Roxby Square

6) Kelowna Car & Bike Show, Lion's Park – sponsor/kids craft station

7) Christmas Light-Up, Centennial Park - sponsor/kids craft station

8) Payton & Dillon Budd Memorial Bike Ride, Lion's Park – refreshment station

9) Scarecrow Festival, Lion's Park - sponsor/kids craft station

10) United Way fundraiser: Maxine DeHart's Drive-Thru Breakfast

Uptown Rutland Business Association FINAL 2023-2027 BUDGET

	9.0%	5.0%	5.0%	5.0%	5.0%	Comments
	Y2023	Y2024	Y2025	Y2026	Y2027	
REVENUE	Budget	Budget	Budget	Budget	Budget	
City Funding	222,547	233,675	245,359	257,627	270,508	
Grub Crawl	2,150	2,311	2,531	2,771	3,076	
After Hours Receipts	6,800	13,600	13,600	13,600	13,600	2024 Price Increase Tix = $20
Golf Tournament	6,353	6,671	7,004	7,354	7,722	50 Participants x$ 85 & 9 hole sponsors x $200 5% increase each year
Art Project Grants	10,000				10,000	$10,000 2023 & 2027 only
Canada Summer Jobs Grant	4,509	4,734	4,971	5,219	5,480	240 Hrs x $15.65 + Mercs $538 = $4294 5% increase each year
Mural Merchandise Sales	3,465	3,638	3,820	4,011	4,212	5% increase each year
Associate Membership Count	*10*	*15*	*20*	*25*	*30*	
Associate Memberships	990	1,485	2,980	3,725	4,470	$99 yrs 22-24; $149 yrs 25-27
TOTAL REVENUE	**256,814**	**266,114**	**280,265**	**294,307**	**319,068**	
EXPENSES						
Depreciation Expense						
Amortization	6,158	6,620	7,249	7,938	8,811	
Ammortization of intangible assets	1,772	1,905	2,086	2,284	2,535	Website upgrades 2022 $12,000
Total Depreciation Expense	**7,930**	**8,525**	**9,335**	**10,222**	**11,346**	
Beautification Expense						
Beautification-Mural	41,000	40,000	40,000	40,000	40,000	2022 $80-85,000 high estimate; 2023-36k-3 new murals & $5k-anti graffiti coatings
Total Beautification Expense	**41,000**	**40,000**	**40,000**	**40,000**	**40,000**	
Events and Promotions						
Golf Tournament	6,353	6,671	7,004	7,354	7,722	Increase 5% per year
Grub Crawl	2,100	2,205	2,315	2,431	2,553	Increase 5% per year

Uptown Rutland Business Association FINAL 2023-2027 BUDGET

	9.0%	5.0%	5.0%	5.0%	5.0%	Comments
	Y2023	Y2024	Y2025	Y2026	Y2027	
Total Events and Promotions	**8,453**	**8,876**	**9,319**	**9,785**	**10,275**	
Marketing						
After Hours Expense	9,030	9,482	9,956	10,453	10,976	Increase 5% per year
Marketing/Advertising	25,000	26,250	27,563	28,941	30,388	Increase 5% per year starting 2024
Mural Merchandise Expense	3,465	3,638	3,820	4,011	4,212	Increase 5% per year
Web Site	6,250	2,000	2,000	2,000	2,000	
Total Marketing	**43,745**	**41,370**	**43,338**	**45,405**	**47,575**	
Community Safety						
Community Safety	3,000	3,000	3,000	3,000	3,000	
Total Community Safety	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	
Office And Administration						
Dues, Licenses, Memberships	735	772	810	851	893	Increase 5% per year
Insurance	3,000	3,150	3,308	3,473	3,647	Increase 5% per year; change fr office to storage unit
Interest, Bank Charges & Stripe Fee	116	121	127	134	140	Increase 5% per year
Meetings, Board, AGM	2,500	2,500	2,500	2,500	2,500	
Miscellaneous Expenses	1,000	1,000	1,000	1,000	1,000	
Office Supplies	2,000	4,000	2,100	2,205	2,315	2024 new computer for Adam
Professional Fees	9,860	10,353	10,871	11,414	11,985	Increase 5% per year
BDO Audit					15,000	2022 & 2027 = Review Engagement
Seminars & Professional Dev.	3,000	3,000	3,000	3,000	3,000	
Travel & Parking	1,700	1,700	1,700	1,700	1,700	

Uptown Rutland Business Association FINAL 2023-2027 BUDGET

	9.0%	5.0%	5.0%	5.0%	5.0%	Comments
	Y2023	Y2024	Y2025	Y2026	Y2027	
Donations	450	450	450	450	450	
Telephone & Communications	2,600	2,600	2,600	2,600	2,600	
Employee Cell Reimburse	600	600	600	600	600	
Security Monitoring	-	-	-	-	-	
Storage Facility	3,000	3,150	3,308	3,473	3,647	
Rent	-	-	-	-	-	Remote office
Renos - Misc Expenses						
Repair & Maintenance	-	-	-	-	-	
Salaries / Wages	116,826	122,667	128,801	135,241	142,003	
Total Office And Administration	**147,387**	**156,063**	**161,174**	**168,640**	**191,480**	
TOTAL EXPENSE	**251,515**	**257,834**	**266,167**	**277,053**	**303,676**	
NET INCOME (LOSS)	**5,300**	**8,280**	**14,098**	**17,255**	**15,392**	

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BENSON LAW
LLP
LAWYERS

July 19, 2022

Uptown Rutland Business Association

ATTN: Karen Beaubier

Dear Ms. Beaubier,

On behalf of Benson Law LLP, we would like to thank the URBA Board of Directors for the tremendous work done over several years. URBA's dedication to the Rutland community is very evident in the Business After Hours, representation at key conferences throughout B.C. and proactive interactions with the Mayor and Councillors of Kelowna.

Thanks to URBA, the Rutland community and URBA members receive useful updates. The Mural project has been a huge success and we congratulate you for this. The Murals are a phenomenal display of public art and an excellent attraction to draw tourists to the Rutland community.

URBA is a valuable key player in the development, beatification and economic flourishment of the Rutland community. We thank you for the support you offer to businesses like ours!

Kindest Regards,

Robert Starke

Partner, Benson Law LLP

270 Highway 33 West, Kelowna, BC V1X 1X7 • Phone: (250) 491-0206 • Fax: (250) 491-0266

www.bensonlawllp.com

CAPITAL news

September 8, 2022

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

To Whom It May Concern:

As the Community newspaper the Capital News continues to value the relationships that we have with organizations such as the Uptown Rutland Business Association. Our mandate is to provide the residents within our coverage area with news, information and community happenings in print, online and through our social media channels. URBA works with us to ensure our readers and the business owners in Rutland are brought together to help grow this community.

URBA has been instrumental in providing us content for our ReDiscover Rutland magazine that is dedicated to the residents and businesses in Rutland. Our coverage area encompasses the entire City of Kelowna but without the support of organizations like Uptown Rutland Business Association some of the story ideas and event information would easily be lost in the shuffle. The partnership we have formed provides our audience with up-to-date information all at their fingertips either in print or online in the digital space.

On a personal note, as a long-time resident of the Rutland area, I have seen tremendous change and growth in this area of our community. A large portion of the positive change in this area is due to the hard-working board members and staff of the Uptown Rutland Business Association.

I look forward to many years of watching the Rutland community thrive and grow.

Sincerely,

Karen Hill
Group Publisher
Okanagan Shuswap
Kelowna Capital News,
West K News &
Lake Country Calendar

2495 Enterprise Way Kelowna, BC V1X 7K2 • 250-763-3212

July 19, 2022

Rutland is a community that is near and dear to our hearts. It is with great pleasure that NowMedia Group provides this letter of support on behalf of the Uptown Rutland Business Association (URBA) to assist with their funding renewal.

Over the years we have had the privilege of working with URBA as a service provider, a stakeholder within the city and a community supporter for their many business and community events and initiatives.

The role of a Business Improvement Association is significant and vital to the success of the small and medium size businesses within the catchment area. There is no doubt that URBA creates programs that draw people both locals and visitors to the 200+ businesses within the Rutland are.

We are equally excited to hear about the opportunity to possibly grow the service area to better support more businesses and to increase the area of impact.

The programs that we feel stand out and are critically important to continue are the mural program, the prospectus map for development opportunities, and the many festivals, car shows and Christmas Light Ups that bring the community together and attract new investment opportunities.

Local business is vital to all of us here in the Okanagan, and we believe we need to work together and do everything in our power to ensure it thrives. I hope that the City Council will continue to support this organization which has continued to prove its incredible value, year over year in this growing community.

Nikki Csek, CEO NowMedia Group

Sept 8, 2022
Rutland Residents Association
c/o Acting President: Lynn Jack
595 Perry Rd V1X1J1

Uptown Rutland Business Association
c/o Executive Director: Karen Beaubier
158 Valleyview Rd
Kelowna, BC, V1X 3M4

Re: Uptown Rutland Business Association (URBA) Letter of Support

The Rutland Residents Association appreciates the work URBA has done to represent the Rutland business community to the municipal government, and to present their needs and vision for an Urban Centre in Rutland. A thriving business community in Rutland's Centre will enhance the lives of all the residents who live in the Rutland Sector.

URBA has said that Community Safety will be playing a more prominent role in the future, We fully support URBA in working toward solutions for safety for the whole community. We believe that the safety of individuals and property are of serious concern and a priority for Rutland residents. We hope to work with and support URBA, RCMP, and the City of Kelowna to ensure greater safety for the residents of Rutland.

Most recently URBA and their executive director Karen Beaubier have helped the Rutland Residents Association obtain insurance for the Municipal All Candidates Forum, and we are truly grateful for this. Should the opportunity present itself the Rutland Residents Association is certainly happy to work with URBA on other projects in the future.

Sincerely,

Lynn Jack
Acting President
Rutland Residents Association
vicepresident@rutlandresidentsassociation.ca

A Blossoming Community
RUTLAND RESIDENTS ASSOCIATION

TOURISM KELOWNA

July 19, 2022

Karen Beaubier
Executive Director
Uptown Rutland Business Association

RE: Endorsement of URBA's Positive Community Impact

As a committed community partner, Tourism Kelowna is pleased to endorse and support the dedicated efforts of the Uptown Rutland Business Association (URBA) to promote and connect local businesses, while they advocate for increased growth and visibility with broader community.

Tourism Kelowna is committed to growing the local visitor economy by promoting destination appeal, attracting new visitors, and encouraging new local spending. We know that promoting unique, niche destinations like Upper Rutland, adds a distinguisher to Kelowna's brand – and assists us in our goal of dispersing visitors and tourism spending throughout the city.

Working with URBA on joint projects such as Tourism Kelowna's popular digital passport program for the Uptown Mural Project has benefited both organizations. We are also excited to support URBA's promotional goals by offering new, Mural Project merchandise for sale to the 100,000-plus annual guests at the Kelowna Visitor Centre. Again, this benefits both of our organizations: creating an expanded sense-of-place for visitors while promoting the mural artists and developing the Uptown Mural Project as a new and exciting tourist activity outside of Kelowna's downtown.

We are confident that as Rutland continues to attract development, that opportunities for future amenities and attractions will also grow, which in turn which will also benefit Kelowna's brand and tourism sector.

Sincerely,

Lisanne Ballantyne

Lisanne Ballantyne
President & CEO, Tourism Kelowna

VALLEYVIEW CHIROPRACTIC & MASSAGE

Dr. Rick Mozell, BSc, DC ✶ Dr. David Urness, BSc, DC ✶ Dr. Heather White, BSc, DC

August 17, 2022

Uptown Rutland Business Association
Attn: Karen Beaubier, Executive Director

Dear Ms. Beaubier,

As a decades old business in Rutland, Valleyview Chiropractic & Massage has been a member of the Uptown Rutland Business Association for many years. We have witnessed the organization evolve from a community events focused organization to a stronger marketing and strategic minded organization that supports Rutland's small businesses. Initiatives like the Uptown Mural Project fulfills two objectives for URBA – the beautification of our community and it is an economic driver designed to bring people and new businesses to Rutland. URBA has helped create a vibrant business community in Rutland which means the people of Rutland will benefit as well. URBA responds timely to its members' needs. This aligns with Valleyview Chiropractic's own objectives of promoting a healthy lifestyle while providing service excellence to its clients. Valleyview Chiropractic encourages City Council to continue supporting URBA.

Sincerely,

Shaunie Brown
Office Manager
Valleyview Chiropractic & Massage

160 Valleyview Road, Kelowna, BC V1X 3M4 Ph. 250-765-7070 Fax 250-765-7070
Email: valview@shaw.ca Website: www.valleyviewchiropractic.ca

Authentisign ID: 6C7A1426-220D-ED11-A1F9-000D3A1ECAA7

VENTURE
COMMERCIAL

July 26, 2022

Uptown Rutland Business Association
Attn: Karen Beaubier

Dear Ms. Beaubier,

As an owner of a commercial property on Highway 33, the Director of a local Commercial Real Estate Brokerage and a Director for the Kelowna Chamber of Commerce, I am in full support of the Uptown Rutland Business Association (URBA). URBA's dedication to Rutland is apparent through their community events, area beautifying concentration and their overall efforts to improve the Live/Work quality of Rutland.

Our brokerage, Venture Commercial, a Division of Venture Realty Corp supports commercial property Owners, Landlords, Tenants, Purchasers and businesses in leasing and purchasing property throughout the province. We have noticed a large shift in interest into the Rutland market over the last couple of years and we believe this is due in part to the positive focus that URBA has emulated around Rutland recently.

We are honored to attest to the value brought by URBA and hope that the City Council will continue their support of this organization and the sense of pride in our community that it creates.

Kind Regards,

Chris Wills

Chris Wills*PREC
Director, Venture Commercial, a Division of Venture Realty Corp.
Director, Kelowna Chamber of Commerce

www.venturecommercial.ca

urba

Uptown Rutland

BUSINESS ASSOCIATION

URBA Levy Renewal 2023 – 2027

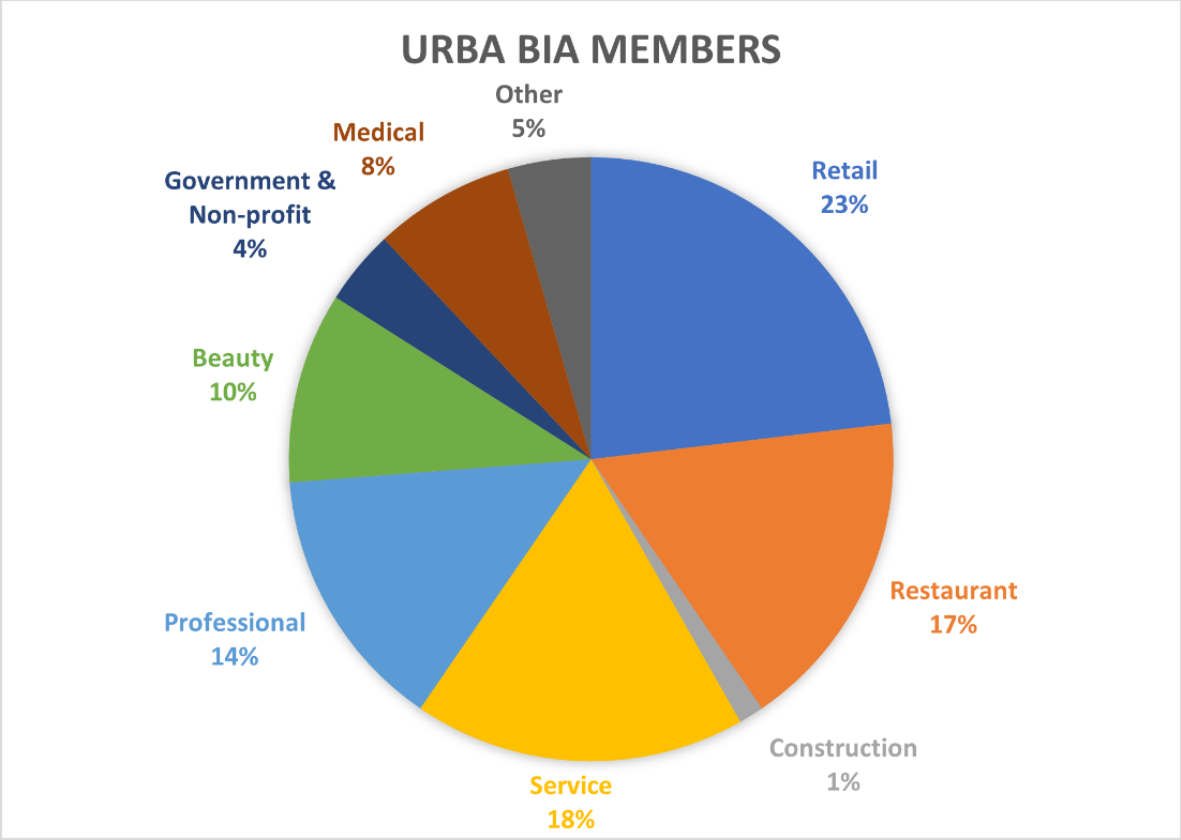
Hard Working. Diverse. Authentic. Approachable. Rutland Proud.

VISION STATEMENT

RUTLAND PROUD: To attract and expand development, business and prosperity with pride and purpose.

MISSION STATEMENT

UPTOWN, DOWN TO EARTH: To grow and strengthen Rutland's hard-working business community through authentic connections and strategic opportunities.



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BUSINESS ASSOCIATION

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2021 - 2024

Strategic Plan *at a glance*

urba
Uptown Rutland

We see a community which ...

VISION

- is proud, authentic, diverse and evolving community
- supports business, developers and investors
- is a tangible, healthy community that flows
- continues to evolve through adding capacity, influence and diversity
- represents a visible, unique, attractive place to invest
- is a leader in building collaborations
- beautifies area and builds character and identify with the mural project
- where businesses flourish in a sustainable ecosystem with longevity
- showcases people, activities, business, buildings and stories
- tackles challenges with creativity

VALUES

- **Authentic. Hardworking Diverse.**
- **Uncomplicated.**
- **Approachable.**
- **Proud.**

GOALS

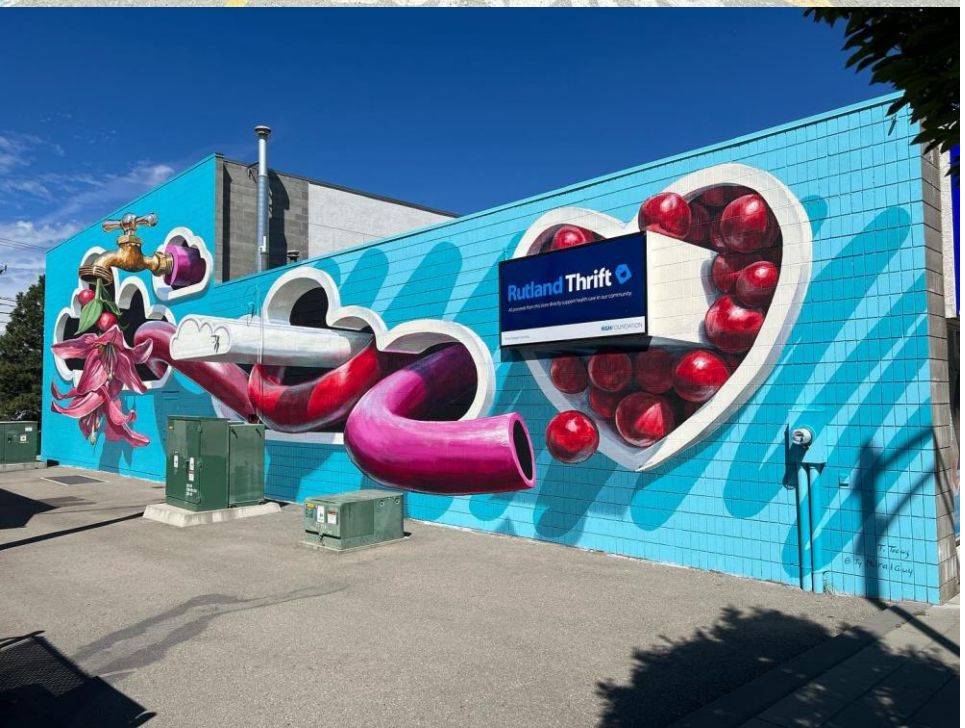
PROMOTION promote businesses and the area to customers, investors, entrepreneurs	**Goal 1: Broaden the reach** Develop marketing plan, increase social and identify what our members want	**Goal 2: Share our stories** Celebrate local activities, initiatives and successes with broader community
ADVOCACY advocate for our vision of Rutland and for the possible	**Goal 1: Build cohesive vision** Open dialogue with existing members to support their wants, needs and goals	**Goal 2: Expand BIA** Expand BIA region beyond the current borders to align with Urban Centre border
CAPACITY provide the best resources for area businesses, investors, customers	**Goal 1: Increase visibility** Update and expand collateral and reach, identify types of support for membership	**Goal 2: Support local businesses** Develop a database of information, resources and funding opportunities
CONNECTIONS cultivate fruitful relationships with key stakeholders	**Goal 1: Increase community contacts** Identify key stakeholders, develop a communications plan, motivate dialogue	**Goal 2: Shift approach with gov't** Actively work with local and provincial governments to develop solutions

PROMOTION	ADVOCACY	CAPACITY	CONNECTIONS
Actions	**Actions**	**Actions**	**Actions**
• develop marketing plan	• develop marketing plan that targets members, developers/ investors, business sector/ entrepreneurs	• develop print and digital collateral	• Identify key stakeholders and establish regular meeting
• expand collateral	• survey interviews with members	• expand social	• develop a communications plan
• expand social	• update website with platform for members to communicate with each other	• move office to higher visibility location	• motivate dialogue by reaching out
• Board actively participates in URBA networking events	• prospectus map	• advertising campaigns with Kelowna Now and Castanet	• develop government relations plan
• identify community groups and networking events for Board and ED to attend to increase presence and awareness	• "in your area" map	• determine what type of support and resources members want and need	• identify key government contacts
• sponsorships – external events	• educate membership around potential and limitations of OCP	• develop a database for members: info, resources, funding options, missing amenities and services	• establish recognition and appreciation program: internal and external
• website, social, newsletter, videos, podcasts	•	• hire marketing/admin resource	• host community visioning workshops
• Tourism Kelowna Mural Passport	• facilitate roundtables for members, developers, business sector		
• more walking tours	• strike committee for BIA expansion		
• make info about events, programs and services easy to find	• strike governance committee		
	• BIA best practices		
	• identify needed infrastructure		

Murals 2022

"Binési"
Peatr Thomas
Rutland Thrift

"Athru"
Doras
Gospel Mission
Thrift Store



"Love Blossoms"
Tyler Toews
Rutland Thrift

"A Seat at the Table"
John Ross
MCC Thrift Store

Spirit of the Lake

Map

MORE INFO

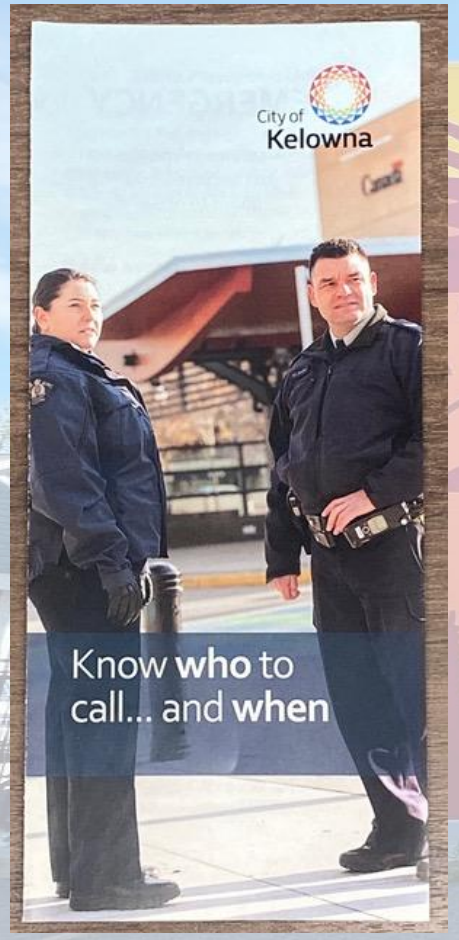
What Animal Is NOT Included In This Mural?

A. Bear (1111)
B. Turtle (2222)
C. Quail (3333)
D. Salmon (4444)

Answer

MENU

Community Safety



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Uptown Rutland
BUSINESS ASSOCIATION

Hard Working. Diverse. Authentic. Approachable. Rutland Proud.

Proposed BIA Budget

	2023	2024	2025	2026	2027
Revenue					
City Funding Tax Levy (Capped)	222,547	233,675	245,359	257,627	270,508
Other Income Events, Sponsorships, Grants, Associate Memberships	34,267	32,439	34,906	36,680	48,560
Total Revenue	256,814	266,114	280,265	294,307	319,068
Expense					
Beautification/Streetscape	41,000	40,000	40,000	40,000	40,000
Community Safety/Programs	3,000	3,000	3,000	3,000	3,000
Events & Promotions	8,453	8,876	9,319	9,785	10,275
Office & Administration	155,317	164,588	170,509	178,862	202,826
Marketing	43,745	41,370	43,338	45,405	47,575
Total Expense	251,515	257,834	266,167	277,053	303,676
Net Revenue	5,300	8,280	14,098	17,255	15,392

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BUSINESS ASSOCIATION

Proposed Budget 2023 - 2027

- Office Space
- Contingency Fund
- Beautification – Uptown Mural Project
- New Revenue

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Uptown Rutland

BUSINESS ASSOCIATION

Thank You!

Hard Working. Diverse. Authentic. Approachable. Rutland Proud.

CITY OF KELOWNA

BYLAW NO. 12427

UPTOWN RUTLAND BUSINESS IMPROVEMENT AREA

A bylaw of the City of Kelowna to establish a local area service for the purposes of annually funding the Uptown Rutland Business Improvement Area (2023-2027).

WHEREAS section 215 of the Community Charter provides Council with the authority to establish, by bylaw, a business improvement area (a "BIA");

AND WHEREAS the Council of the City of Kelowna has been notified that the owners of certain properties in the Rutland area of the City have formed a BIA merchant association known as the Uptown Rutland Business Improvement Association (the "URBIA");

AND WHEREAS the Council of the City of Kelowna has mailed to the owners of the parcels liable to be specially charged, pursuant to section 213 of the Community Charter, notice of Council's intention to proceed with a bylaw to establish the Uptown Rutland BIA for the years 2023-2027 in order to provide certain services, through the URBIA, under a business promotion scheme;

AND WHEREAS notice of Council's intention to proceed with a bylaw to establish the Uptown Rutland BIA for the years 2023-2027 in order to enable the URBIA to provide certain services under a business promotion scheme has been published in a newspaper pursuant to section 213 of the Community Charter;

AND WHEREAS any petition received against the proposed work was not sufficient pursuant to section 212 of the Community Charter, to prevent Council from proceeding;

NOW THEREFORE, the Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. Those lands within the area shown outlined in black on the map attached hereto and forming part of this bylaw as Schedule "A" are designated as a Business Improvement Area (BIA) within the meaning of section 215 of the Community Charter and shall be known as Uptown Rutland Business Improvement Area.

2. Council is hereby empowered to grant to the URBIA, for the term of this bylaw, money in the amount of the URBIA's annual budget, as submitted to and approved by Council, but in any event not exceeding the sum of Two Hundred and Seventy Thousand Five Hundred and Eight Dollars ($270,508.00) per annum.

3. Money granted pursuant to section 2 of this bylaw must be expended only by the URBIA.

4. Money granted pursuant to section 2 of this bylaw shall be expended only for projects provided for in the annual budget of the URBIA, as submitted to and approved by Council, and following the Business Promotion Scheme, attached to and forming part of this bylaw as Schedule "B".

5. The URBIA shall submit to the Council of the City of Kelowna, annually, on or before March 15, a budget for the calendar year, which outlines revenues and expenditures related to the carrying out of the Business Promotion Scheme outlined in Schedule "B" during that year.

6. The URBIA shall account for the money granted by Council for the previous calendar year at the same time as the annual budget is submitted pursuant to section 5 hereof.

7. The URBIA shall submit to the Council of the City of Kelowna, annually, on or before March 15, financial statements in accordance with generally accepted accounting principles (GAAP) that include a Notice to Reader.

8. The URBIA shall have a Review Engagement Audit performed in the fifth (5) year namely fiscal year ended 2027.

9. An advance payment equal to 25% of the prior year grant amount may be provided to the URBIA prior to Council approval of the annual budget for each of the years included in this agreement. Any advance payment shall then be deducted from the total grant amount to be paid to the URBIA for that year following Council's review and approval of the annual budget.

10. The URBIA shall not incur any indebtedness or other obligations beyond each budget year.

11. There shall be levied annually against all taxable land and improvements within the designated Business Improvement Area which fall within Class 5 or 6 of the Assessments - Class and Percentage Levels Regulation, B.C. Reg. 438/81 excluding Federal, Provincial and Municipal owned properties used for government purposes, and based on assessed values, rates sufficient to raise the sum in accordance with section 2 herein or such lesser amount as granted to the URBIA pursuant to the provisions of this bylaw.

12. The URBIA shall take out and maintain public liability, property damage, and other required insurance naming the City of Kelowna as Additional Insured in the amount of not less than $2,000,000.00, and shall provide upon request to the City of Kelowna proof of such insurance in the form of the City's standard Certificate of Insurance.

13. The URBIA shall procure and maintain at its own expense:

(a) Comprehensive General Liability Insurance providing for all sums which the URBIA shall become legally obligated to pay for as a result of bodily injury, property damage or other damages, providing for an inclusive limit of not less than $2,000,000.00 for each occurrence or accident;

(b) Automobile Liability Insurance covering all motor vehicles owned operated and used directly or indirectly in the operations of the URBIA, with a limit of liability of not less than $2,000,000.00 inclusive; and

(c) Such other insurance coverage appropriate for the operations of the URBIA as determined by the City.

14. All Insurance required to be obtained by the URBIA pursuant to this bylaw shall name the City as an Additional Insured, and shall be primary without any right of contribution from any insurance otherwise maintained by the City.

15. The URBIA shall submit Certificates of Insurance as, and in the form, required by the City, which shall provide that 30 days' written notice shall be given to the Risk Manager of the City, or designate, prior to any material changes or cancellations of any such policy or policies.

16. The Business Improvement Area created by this bylaw may be merged with another Business Improvement Area, whether contiguous or not, for the purpose of providing, consolidating or completing necessary works or services for the merged area.

17. This bylaw shall be effective from the date of adoption through December 31, 2027 inclusive.

18. This bylaw may be cited as "Uptown Rutland Business Improvement Area Bylaw No. 12427."

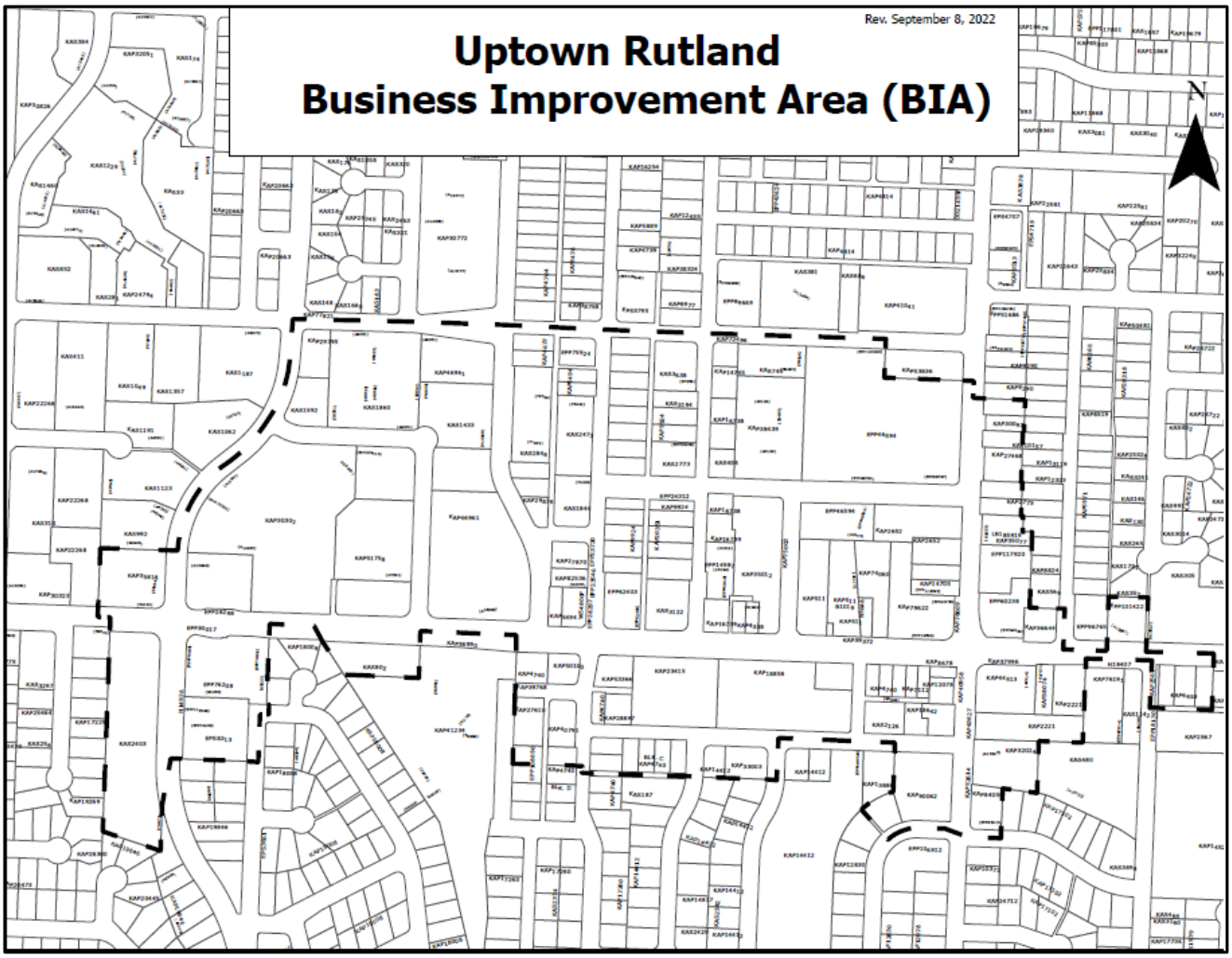
Read a first, second and third time by the Municipal Council of the City of Kelowna this

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Schedule A – Map



2023 – 2027
URBA LEVY RENEWAL

urba
Uptown Rutland
BUSINESS ASSOCIATION

220 URBA Members are

VISION STATEMENT

RUTLAND PROUD: To attract and expand development, business and prosperity with pride and purpose.

MISSION STATEMENT

UPTOWN, DOWN TO EARTH: To grow and strengthen Rutland's hard-working business community through authentic connections and strategic opportunities.

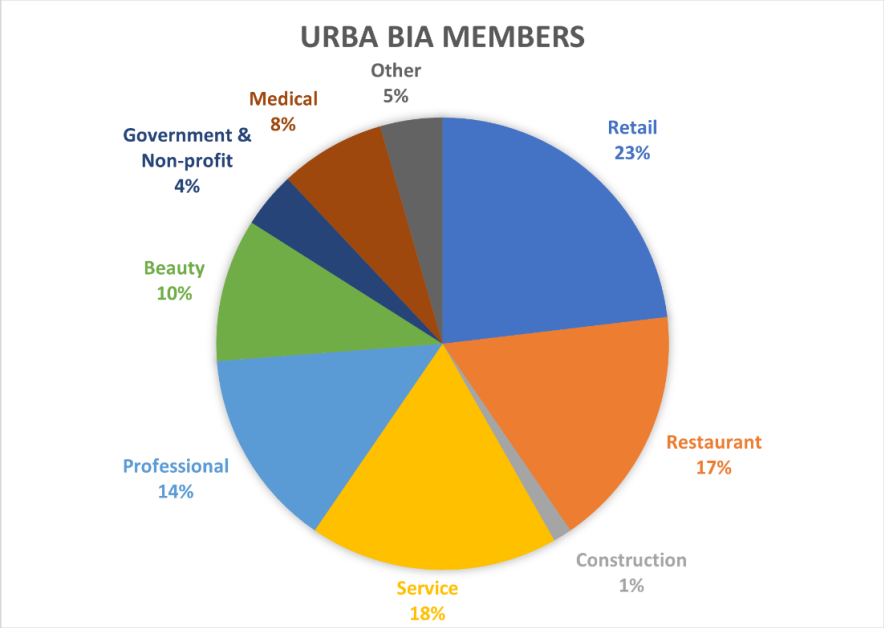
EXECUTIVE SUMMARY

Identified as one of Kelowna's Urban Centres and important transportation hub, Rutland's revitalization and growth is becoming unprecedented. URBA, and Rutland, have evolved at a rapid pace these last five years. With many new mixed-use builds coming online over the next couple of years, an aggressive real estate market, a strong BIA presence and effective community leadership have created a great sense of renewal that is felt beyond Kelowna as national organizations identify the Okanagan as one of the top areas to invest both commercially and residentially in Canada. Rutland is definitely on people's radar attracting developers from Alberta and Manitoba, among other provinces across the country.

We would like to graciously acknowledge Council for its support of URBA's award-winning Uptown Mural Project the first three years, with funding coming through the city's public art budget. It has blossomed into 22 murals each very different from the others, painted by world renown artists from across Canada, including Okanagan and Indigenous artists. This successful beautification project has truly created a sense of excitement and pride among Rutlanders!

With Council's approval, we will keep that momentum going, building on the past foundation and accomplishments while creating a greater vibrancy for Rutland Urban Centre. This document outlines our

core plan, including how we plan to invest our BIA levy into advocacy, community safety, marketing and beautification efforts that strengthens the future for all of us, as entrepreneurs, the 220 members of URBA.



OUR PLAN

SEE APPENDIX A: STRATEGIC PLAN POSTER

As URBA is in its second year of its 2021-2024 Strategic Plan, one of the goals outlined is 'to promote business and the area to customers, investors and entrepreneurs', the pandemic created an opportunity for URBA's Board of Directors to reflect on its priorities. This led to a re-branding process that included a new logo and brand personality which sees Rutland businesses as authentic, hard-working, diverse, approachable, down-to-earth and, very much Rutland Proud! Also part of the Strategic Plan was updating the Mission and Vision Statements, as well as developing more relevant Marketing and Communications Plans. With no networking events or community events during the pandemic, URBA had the opportunity to increase funding towards new marketing strategies and also continue developing the Uptown Mural Project.

In 2020, a shift in priorities occurred; URBA removed the large-scale community events that gave Rutland businesses limited return on investment, giving the rights to a professional event planner who has since grown these events beyond the limits of URBA. This allowed URBA to develop a much stronger digital presence, enhance and grow the Uptown Mural Project and bolster its brand by expanding the organization's marketing program.

Armed with these new vision and mission statements, we see URBA's purpose is to advocate for our vision of Rutland and to champion for the possible. We see Rutland as a proud, authentic, diverse, and evolving community. We will continue to cultivate fruitful relationships with key stakeholder organizations such all levels of government; School District 23, YLW, Big White, UBCO, Okanagan College, Tourism Kelowna, Downtown Kelowna Association, Kelowna Chamber, CHBA, the development community, and Rutland community groups.

URBA will continue to promote business and the area to customers, investors, entrepreneurs – over the past year, URBA has been aggressively marketing Rutland with a strengthened digital presence.

We will keep an open dialogue with our members to incorporate their wants, needs, and goals. Be their 'go to' resource for all things Rutland such as assisting them when dealing with bureaucracies of government.

We see Rutland as a community where businesses continue to flourish for many years – so their successes will build upon each other so Rutland is seen as a visible, unique, and attractive place to invest. And for those businesses not currently within URBA's boundaries but still within Rutland, URBA will be launching an Associate Membership option so they can get connected with URBA. This will also generate some revenue.

We see the Board of Directors continuing to evolve by adding capacity, influence, and diversity. It is URBA's opportunity to reach out to Rutland's dynamic, culturally diverse business owners. The Board will continue to build better relationships with other BIA's and related organizations. The Governance Committee will re-launch in early 2023 to ensure bylaws remain current, timely and functional.

Not on the immediate radar of the Board but perhaps in the next couple of years, URBA will begin the process to start researching boundary expansion options, possibly hiring a university student to tackle it. We see engaging key stakeholders within the community, including all levels of government, to attend visioning and planning sessions that will identify what will keep Rutland thriving and be a healthy community. The results may be infrastructure upgrades or traffic pattern changes designed to keep people and goods moving smoothly within and through Rutland. Aligning with the city's OCP and Transportation Plan is top of mind while respecting and acknowledging citizens' and the business community's input.

OUR ACHIEVEMENTS

Beautification - Uptown Mural Project

After completing its fourth year this summer, URBA's Uptown Mural Project, now boasts 22 world class street art murals located throughout Rutland's community centre. These last two years has been a critical time to provide supports to businesses, residents and our community; creative and inspiring projects such

as the Uptown Mural Project help as we come out of the pandemic building community spirit and pride. This urban art initiative, unique to the Okanagan, is driven towards the beautification of Rutland, encourages community involvement and strengthens community pride. It emphasizes that Rutland is a safe and desirable place to conduct business with vision and values reflected in each of the murals. By increasing the beautification and walkability of Rutland, the murals decrease vandalism, graffiti and tagging.

This dynamic collection of street art has been inspirational to the people of the Okanagan Valley with the city of Kelowna proud to present it as a key component of the city's public art collection. World renown artists hail from Montreal, Toronto, Calgary, Winnipeg, Victoria, Vancouver, Nelson and most notably the Okanagan, including Syilx and Metis artists.

Each year, the project has achieved new successes. It has received recognition from its peer organizations, a Merit Award, Programming & Partnerships Category from the Business Improvement Association of BC (BIABC). Notably, the Downtown Kelowna Association captured the Gold in this category for the Meet Me on Bernard program. URBA was recognized as a Finalist in the Arts & Entertainment Category in the 2021 Kelowna Chamber of Commerce Business Excellence Awards.

These next few years will see a shift in focus for the Uptown Mural Project. It will move from pure mural production into mural maintenance (anti-graffiti coating), a possible Mural Festival and overall enhanced marketing program.

Marketing Initiatives

SEE APPENDIX B for complete listing of participating member businesses & statistics

The pandemic brought opportunity and growth for URBA. Working with Tourism Kelowna, a mutually beneficial partnership began in summer 2021. One of Tourism Kelowna's mandates is to promote attractions beyond the downtown core of Kelowna. It developed a 'digital passport' download that has locations, descriptions and photos of all murals for tourists and locals to self tour. Adding to the 'fun factor', the app includes a scavenger hunt where a multiple choice question is asked at each mural and answers are submitted to win a prize. To promote the passport, a portion of one mural is window-screened at the Visitor Centre.

Summer 2022, saw the next step evolve from this relationship by adding the sale of mural merchandise at the Visitor Centre. We are currently waiting for the early sales reports. We would like to expand mural merchandise sales beyond the Visitor Centre to possibly YLW and the UBCO bookstore among targeted locations. We will also be working on adding online merchandise sales to our website.

Other initiatives will include approaching hotels, tour companies and even international tour companies that book tours to the Okanagan so mural walks can be incorporated into tour itineraries. URBA has been approached by an Australian tour company who will be in Kelowna 2023 and has requested the mural walks be incorporated into its itinerary. They will be arriving in Kelowna in September to film a promotional video, incorporating the murals.

Once the re-brand was complete, the monthly print version newsletter relaunched in summer 2021 with member and director profiles, messaging from the President and members have the opportunity to advertise. It is hand-delivered to 220 Rutland businesses by a Pathways Abilities Society client whom URBA pays for the delivery service.

Other advertising took place in the Kelowna Capital News for assorted recognition to thank firefighters, first responders, recognize RSS grads, and honour veterans. Fall 2021 to today, URBA secured the outside back cover of the magazine *Rediscover Rutland*, published quarterly by Kelowna Capital News, with a distribution of 15,000 homes throughout Rutland and Glenmore. Each quarter, 4-5 businesses are featured.

A couple of short videos, highlighting the murals and various Rutland businesses, were produced so URBA members would be able to play on their restaurant TVs, medical office reception TVs, and the Kelowna Chiefs hockey team livestreamed one of the videos during its hockey games.

URBA is a long-time member of the Kelowna Chamber of Commerce and will be applying to sit on the Advisory Council of the Central Okanagan Economic Development Commission. URBA annually participates in the COEDC's Business Walks. URBA would graciously accept a seat on the Airport Advisory Committee.

Other Marketing Initiatives:

Kelowna Chiefs – rink board & deliver car sponsor
Kelowna Falcons – starting line-up player sponsor
Miss Kelowna Lady of the Lake Leadership Excellence Program: annual sponsor
Meet Me On Bernard: pop-up booths-2 days. Had the public paint large canvases. Pianos in the Park – Piano at Roxby Square
Kelowna Car & Bike Show sponsor/kids craft station
Christmas Light-up Centennial Park sponsor/kids craft station
Payton & Dillon Budd Memorial Bike Ride refreshment station sponsor, Lions Park
Scarecrow Festival - sponsor/kids craft station
Maxine DeHart's Drive-Thru Breakfast United Way fundraiser

Digital Marketing/Social Media

Starting in summer 2021 and continuing today, URBA engaged in two ambitious digital marketing campaigns. The results of the Castanet campaign centred on 'quantity' while the Kelowna Now campaign contained more in-depth articling and contesting which means it was more about 'quality'.

These campaigns significantly promoted and improved the visibility of URBA as an organization (Castanet) and also to highlight specific Rutland businesses through a series of contests (Kelowna Now). These contests have garnered more than 2,500 entries and 20,757 article reads.

The Castanet ads received 17,877,689 impressions and 6,512 Click Thrus and ClickThru Ratio: .0364%. These ads highlighted Mural Walking Tours throughout the 2021&22 summers that are free for the public and tourists to attend.

Overall, the Castanet ads were more about brand recognition and promoting mural walks. There were a total of 10 Kelowna Now contests, each one highlighting 4-5 Rutland businesses. There were also Level Up magazine articles touching on the Uptown Mural Project, restaurants, thrift stores and the new vision/direction URBA is heading.

Community Safety

Safety & security – a top priority for URBA to develop strategies and tips to share with members by tapping into RCMP resources and continue with ongoing community engagement. For example, URBA is currently spearheading neighbourhood meetings with businesses and government regarding the relocation of the province's Income Assistance cheque distribution office to Rutland.

Over this next five years budget cycle, it may be worth exploring a 'Clean Team' or an 'On Call' type program with the city. There has been a noticeable spike in property crime, theft, vandalism and mischief charges in Rutland over the past year. Like everywhere, Rutland businesses continue to struggle with keeping their storefronts and alleyways clean and safe for customers.

URBA will continue to pursue community based solutions to our business and security needs. URBA will endeavour to research potential grant opportunities that focus on community safety.

Distribution to 220 members in 2022: Surveillance stickers, fraud & counterfeit bills pamphlet, opioid overdose pamphlet & 'Who to call, When to Call' pamphlet.

Up for consideration is to have the Executive Director receive Crime Prevention Through Environmental Design (CPTED) training which can be offered as a service to members.

Events

A real shift in focus happened for URBA during the pandemic. It was decided to stop producing its three community events and to only continue with sponsorship, assist with marketing and volunteering at the Scarecrow Festival, Car Show and Christmas Light-up.

URBA will continue to host member-focused monthly networking events, stakeholder meetings, golf tournaments, trade shows and possibly begin producing an annual Mural Festival.

OUR CORE ASK/THE BUDGET

Proposed BIA Budget					
	2023	2024	2025	2026	2027
Revenue					
City Funding Tax Levy (Capped)	222,547	233,675	245,359	257,627	270,508
Other Income Events, Sponsorships, Grants, Associate Memberships	34,267	32,439	34,906	36,680	48,560
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Marketing	43,745	41,370	43,338	45,405	47,575
Total Expense	251,515	257,834	266,167	277,053	303,676
Net Revenue	5,300	8,280	14,098	17,255	15,392

Notes to Proposed Budget

OFFICE SPACE: Forecasting inflation rates is difficult at best. URBA's previous 2018-2022 budget was not impacted by dramatic inflation hikes that we are seeing today. This budget is based on predicting inflation that affects all businesses, including URBA suppliers of advertising (print, digital), utilities, office space, equipment rentals, etc.

This has led URBA to propose a 9% increase in 2023, in an effort to more accurately reflect the rising costs and expenses of 2022-23, followed by 5% increase, year over year, for the remaining four years, ending 2027.

URBA's office lease is up October 2022. URBA has been looking for new office space which, at a minimum, will see lease payments double to market rate of approximately $1600/month for a comparable sized office it occupies today (600 sq. ft.). Reviewing the rare few office relocation options in Rutland will see an increase in rent upwards of $3,200-3,700/month for a modest 1,200-1,500 sq. ft. space.

After careful thought and number crunching, the Board has decided to close the current office space for an undetermined amount of time, and staff will work remotely. Meetings will be held in various URBA members' board rooms and Rutland restaurants in an effort to showcase those businesses. Office furniture will be moved to a storage facility.

URBA will continue to watch for office space availability as there is great value for branding and marketing purposes of a bricks and mortar office.

GROW A CONTINGENCY FUND: In these uncertain times, another long-term goal would be to grow a contingency fund where a small portion of revenues are set aside to cover unexpected costs, 'one-off' projects and support other issues that may arise. From a fiscal management perspective, there should be a minimum of 6 months operating costs set aside. We see these funds going towards enhanced community safety initiatives, further murals and/or mural maintenance, and the most likely option is to re-establish a bricks & mortar office again. With a fair amount of new commercial space coming in the next year or two, we anticipate those spaces will be filled with businesses that are currently located in older buildings or the malls. With those businesses moving into the new spaces, this will free up space for URBA to pursue those older buildings as they will be more affordable than new buildings.

2023 IMPORTANT ADJUSTMENTS: In 2022, the Uptown Mural Project saw a significant rise in costs due to a few factors such as longer hotel stays for the artists, lift rentals were also for longer periods of time, extra labour to prime the walls and literally more paint due to the four very large walls that were muralled. We are hoping to apply anti-graffiti coatings to five murals before the weather changes this fall. The original plan was to apply this coating to only 2-3 murals this year as per budget limitations but we feel it necessary to coat an additional three that are very vulnerable, as a preventative maintenance measure.

For 2023 and moving forward, the mural project budget will be reduced to $40,000 annually, almost half of the current budget, unless grants are secured. It is time to shift from creating as many murals as possible to protecting and maintaining them.

We see 2-3 murals produced annually and also applying the expensive anti-graffiti coating to those existing, more vulnerable murals.

The second adjustment is reducing office and administration expenses. By closing the office temporarily, annual savings is approximately $23,000.

BEAUTIFICATION/MURAL GRANTS: Grants were identified in years 2023 and 2027 only as grants are just not a guaranteed revenue stream. In 2027, we will definitely pursue a grant as we will need that revenue to off-set the cost of having a Review Engagement Audit performed budgeted at $15,000.

NEW REVENUE SOURCES: Starting small to begin, we are optimistic about the growth of Associate Memberships and both online and Visitor Centre mural merchandise sales. These would not be significant contributors to URBA's revenue stream but certainly they have potential to grow.

APPENDIX A: URBA Strategic Plan Poster

2021 - 2024

Strategic Plan *at a glance*

urba

We see a community which ...

VISION

- is proud, authentic, diverse and evolving community
- supports business, developers and investors
- is a tangible, healthy community that flows
- continues to evolve through adding capacity, influence and diversity
- represents a visible, unique, attractive place to invest
- is a leader in building collaborations
- beautifies area and builds character and identify with the mural project
- where businesses flourish in a sustainable ecosystem with longevity
- showcases people, activities, business, buildings and stories.
- tackles challenges with creativity

VALUES

- **Authentic. Hardworking Diverse.**
- **Uncomplicated.**
- **Approachable.**
- **Proud.**

GOALS

	Goal 1: Broaden the reach Develop marketing plan, increase social and identify what our members want	**Goal 2: Share our stories** Celebrate local activities, initiatives and successes with broader community
ADVOCACY	**Goal 1: Build cohesive vision** Open dialogue with existing members to support their wants, needs and goals	**Goal 2: Expand BIA** Expand BIA region beyond the current borders to align with Urban Centre border
CAPACITY provide the best resources for area businesses, investors, customers	**Goal 1: Increase visibility** Update and expand collateral and reach, identify types of support for membership	**Goal 2: Support local businesses** Develop a database of information, resources and funding opportunities
CONNECTIONS cultivate fruitful relationships with key stakeholders	**Goal 1: Increase community contacts** Identify key stakeholders, develop a communications plan, motivate dialogue	**Goal 2: Shift approach with gov't** Actively work with local and provincial governments to develop solutions

ACTIONS

	ADVOCACY	CAPACITY	CONNECTIONS
Actions	**Actions**	**Actions**	**Actions**
• develop marketing plan	• develop marketing plan that targets members, developers/ investors, business sector/ entrepreneurs	• develop print and digital collateral	• Identify key stakeholders and establish regular meeting
• expand collateral	• survey interviews with members	• expand social	• develop a communications plan
• expand social	• update website with platform for members to communicate with each other	• move office to higher visibility location	• motivate dialogue by reaching out
• Board actively participates in URBA networking events	• prospectus map	• advertising campaigns with Kelowna Now and Castanet	• develop government relations plan
• identify community groups and networking events for Board and ED to attend to increase presence and awareness	• "in your area" map	• determine what type of support and resources members want and need	• identify key government contacts
• sponsorships – external events	• educate membership around potential and limitations of OCP	• develop a database for members: info, resources, funding options, missing amenities and services	• establish recognition and appreciation program: internal and external
• website, social, newsletter, videos, podcasts	•	• hire marketing/admin resource	• host community visioning workshops
• Tourism Kelowna Mural Passport	• facilitate roundtables for members, developers, business sector		
• more walking tours	• strike committee for BIA expansion		
• make info about events, programs and services easy to find	• strike governance committee		
	• BIA best practices		
	• identify needed infrastructure		

To learn more about how we can help your business, visit us online or call 250.451.9861

APPENDIX B: Member Engagement

URBA MEMBER ENGAGEMENT: PARTICIPATING BUSINESSES & STATS
June 2021 - August 2022

BIA Members 223

PRINT:

1) **Monthly Print Newsletters hand delivered to members:**

21 BIA Member Profiles - 13 Directors 3 Murallists

Rosie's Grape Stop
Old Town Farm Market
Kristy's Hottips
Fred's Gold Panning
Lee's Floral Designs
Pitch Black Tattoo
Das Barbershop
Big White
Basha Donair
Trulli Italian Supermercado
Making Strides Counselling
Rage Hair Studio
Rodney Hobson Karate Academy
Maharajah Grocerz
Mountain Lifestyle Outlet
Mountain Planning Group
The Bridge Outreach Services
Rutland Physical Therapy
Work BC
VisionFirst Optometry
Superior Paint

2) **I Am Woman Magazine** -published by Csek Creative - March 2022
"Female-Driven, Rutland Proud" - Pictures: Karen Beaubier and Nancy Wells
3) **Business Women** of the Okanagan – published by The Daily Courier - February 2022
"What is URBA?"
4) **Black Press Media (Kelowna Capital News)** Deliver 33,362 papers to households in Kelowna. We also have an average of 162,500 visits to website weekly, with about 50,000 of them accessing e-editions.

- **Campaigns – assorted ads throughout the year:**
- The Women in Business magazine delivered to 48,000 households Kelowna and West Kelowna.

- The 101 Things to See and Do delivered to 52,200 households in Kelowna, West Kelowna and Lake Country.
- *Rediscover Rutland* magazine delivered to 15,000 households in Rutland and Glenmore.

Rediscover Rutland back page ads:

October 2021

Dosa Crepe Cafe
Johnny's Meat
Lorenzo's Barbershop
OK Tire
Ski Outlet
FEATURE: "More Business, Customers Key to Rutand's Success: URBA"
FEATURE: "Higher Density Appeals to Rutland Business Core"

March 2022

Good Brothers Pizza
Purple Seahorse Pet Store
Rutland Optometry
Wa Skew'R
Okanagan Heating & Air Conditioning
FEATURE: "URBA Seeks to Expand Brand"

May 2022

Burger Baron
Stylize Hair Studio
Ustaad G76 Indian Cuisine
Veerji Fish 'n' Grill
Whisk Bakery & Café

Summer 2022

Solid Gold Collision
Salvation Army
Magrath Auto Supply
Punjab Fashion Hut
New Punjab Sweets & Restaurant

E-Newsletters/Constant Contact (bi-weekly)

30330 Sends
13651 Opens
697 Clicks
Open Rate: +21%
Industry Average: +14

Social June 2021 - August 2022

Facebook

Page Reach: 9,940 (+100%)
Profile Visits: 235 (+100%)

Instagram

Page Reach: 3,289 (+65.3%)
Profile Visits: 1,460 (+180.8%)
Reels (aka short videos):

1) Pitch Black Tattoo
2) Trulli Italian, Old Town Farm Market, Specialty Bakery, Johnny's Meats
3) Letaya Salon
4 Work BC

KelownaNow – Contesting Results

Facebook	7 posts
Impressions	25170
Engagements	562
Comments	4
Reactions	22
Clicks	530
Shares	6

Instagram	6 posts
Posts	
Impressions	84080
Reach	70079
Engagements	591
Comments	571
Reactions	7
Shares	13

Story	
Impressions	18763
Reach	18536
Replies	2

Twitter

Impressions	457

MailChimp Emails	17 Emails
Emails Sent	214940
Unique Opened	78821
Clicks	65191
Open Rate	36.70%
Click-to-Open Rate	53.30%

Contest List

"Get Your Car in Tip-top Shape"
2068 reads/491 entries (**Rutland Auto Repair, Top Grade Tire, Napa Auto Pro**)

"Enter to Win a Shopping Spree in Kelowna's Hollywood!"
2570 reads/533 entries (**Hollywood Station biz video: Taco Time, Quantum Games, Specialty Bakery, Johnny's Meats, Old Town Farm Market**)

"Win the Ultimate Hockey Night in Kelowna Prize Pack"
2331 reads/215 entries (**Kelowna Chiefs, Wings**)

"Hair for the Holidays? Yes please! Enter to win a Trip to a local salon or barbershop!"
2608 reads/491 entries (**Salon D'Roz, Das Barbershop, Hair by Desi, Salon Muse**)

"Cook the Ultimate Meal Courtesy of Local Rutland Businesses"
2555 reads/199 entries (**Old Town Farm Market, Farah Middle Eastern, Rosie's Grape Stop, Garcha Bros Meats, Trulli Italian**)

"Enter to Win the Ultimate Thrifting Prize Package"
3194 reads/498 entries (**Rutland Thrift (KGH), Salvation Army, MCC Thrift, Gospel Mission Thrift)**

Explore Rutland's Uptown Mural Project
2816 entries

"Win the Ultimate Summer Reinvention Prize Pack from these Rutland thrift stores and salons!"
1987 reads/181 entries (**Rage Hair Studio, Salon D'Roz, MCC Thrift Store, KGH Rutland Thrift Store)**

"Try Something New in Rutland"
(**Rodney Hobson Karate School, Flashpoint Tattoo, Mountain Lifestyle Outlet, Centex Gas)**

"Back to School" (**Brayds Hair & Day Spa, Tim Hortons card purchased by Christman Plumbing, MCC Thrift Store, Mara Lumber Home Hardware**)

Level Up Magazine Features:
Sept 2021: **4 Rutland Thrift Stores**
May 2022: **PostHaus Pub, Burger Baron, My Restaurant, Dosa Crepe, Latin Fiesta, Zabb Thai**
July 2022: Promoted Mural Project & QR code to download app

Other Marketing:

1) Kelowna Chiefs Hockey partnership (approx 30,000 people in the rink annually):
   - Rink board & logo on the ice
   - Logo on delivery cars

2) Kelowna Falcons – Starting Lineup Player sponsor

3) Miss Kelowna Lady of the Lake Leadership Excellence Program: annual sponsor

4) Meet Me On Bernard – Pop-up booths – 2 days. Public were invited to paint large blank canvases

5) Pianos in the Park – Roxby Square

6) Kelowna Car & Bike Show, Lion's Park – sponsor/kids craft station

7) Christmas Light-Up, Centennial Park - sponsor/kids craft station

8) Payton & Dillon Budd Memorial Bike Ride, Lion's Park – refreshment station

9) Scarecrow Festival, Lion's Park - sponsor/kids craft station

10) United Way fundraiser: Maxine DeHart's Drive-Thru Breakfast

Report to Council

Date:	September 26th, 2022
To:	City Manager
From:	Travis Whiting, Fire Chief
Subject:	Contract renewals for Dispatch for Vernon Fire Rescue, Okanagan Indian Band and Regional District of Kootenay Boundary
Department:	Report prepared by: Sandra Follack, Deputy Fire Chief

Recommendation:
THAT Council approves the City's renewal of a 5-year contract with Vernon Fire Rescue (VRS) to provide fire dispatch services in the form attached to the Report of the Fire Chief dated and,

THAT Council approves the City's renewal of a 5-year contract with Regional District of Kootenay Boundary (RDKB) to provide fire dispatch services in the form attached to the Report of the Fire Chief dated and,

THAT Council approves the City's renewal of a 5-year contract with Okanagan Indian Band (OKIB) to provide fire dispatch services in the form attached to the Report of the Fire Chief dated and,

AND THAT the Mayor and City Clerk be authorized to execute all documents associated with these transactions.

Purpose:
To request approval by Council to continue providing fire dispatch service to the VFR, RDKB and OKIB on a fee for service basis for another five years.

Background:
The Kelowna Fire Department has worked collaboratively with these three customers of Fire Dispatch to renews the existing contracts for a further five years. The attached contract amendments were presented to their respective boards for endorsement and were each approved. With Council's endorsement of these contracts, staff will continue to dispatch for VFR, OKIB and RDKB for five more years staring January 1st, 2023.

Financial/Budgetary Considerations
The five-year dispatch revenue from each contract is contained within the table below:

	2023	2024	2025	2026	2027	5 Year Total
Vernon	$250,903	$257,175	$263,605	$270,195	$276,949	$1,318,827
RDKB	$164,226	$168,331	$172,539	$176,853	$181,274	$ 863,223
OKIB	$ 19,856	$ 20,353	$ 20,862	$ 21,383	$ 21,918	$ 104,372

Internal Circulation:
Financial Analyst, Kelowna Fire Department
Manager, Financial Planning

Considerations not applicable to this report:

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

Submitted by:

S. Follack,
Deputy Fire Chief, Kelowna Fire Department

Approved for inclusion: S. Leatherdale, Divisional Director, Corporate & Protective Services

Attachments:
Amendment #1 RDKB
Schedule B Amendment #1 RDKB
Amendment #1 VRS
Schedule B Amendment #1 VRS
Amendment #1 OKIB
Schedule B Amendment #1 OKIB

City of Kelowna

CITY OF KELOWNA

CONTRACT AMENDMENT

This AMENDMENT to the original Contract between the Corporation of the City of Kelowna and Regional District of Kootenay Boundary dated for reference the 7th day of September 2022:

By and Between:

THE CORPORATION OF THE CITY OF KELOWNA,

1435 Water Street

Kelowna BC V1Y 1J4

(hereinafter referred to as the "Kelowna")

And: **THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY**

843 Rossland Avenue

Trail, BC V1R 4S8

(hereinafter referred to as "RDKB")

Witnesses: That Kelowna and RDKB in consideration of their mutual rights and obligations to one another as hereinafter set forth, DO AGREE TO AMEND THE ABOVE-NAMED CONTRACT AS FOLLOWS:

REFERENCE

Section 4.1 Term

Delete Original Wording

The term of this Agreement will commence on 30th day of April 2018 and terminate on the 31st day of December 2022.

Replace With New Wording

The term of this Agreement commenced on 30th day of April 2018 and will terminate on the 31st day of December 2027 with the option for a second (5) year extension.

Section 5.1 Fees

Delete Old "Schedule B"

Year	2018	2019	2020	2021	2022
Operating	$122,570	$136,986	$140,410	$143,291	$147,519
FDM	$15,065	$12,701	$12,701	$12,701	$12,701
Total Cost	**$137,635**	**$149,687**	**$153,111**	**$156,622**	**$160,220**

Replace With New "Schedule B"

Year	2023	2024	2025	2026	2027
Operating	$151,207	$154,987	$158,862	$162,833	$166,904
FDM	$13,019	$13,344	$13,677	$14,020	$14,370
Total Cost	**$164,226**	**$168,331**	**$172,539**	**$176,853**	**$181,274**

NOTE

All other terms and conditions within the body of the original signed contract remain unchanged.

Kelowna reserves the right to change Schedule A & C appended to the original contract as needed by providing RDKB with written notice.

IN WITNESS WHEREOF the parties have fully executed this Contract Amendment as of the last date written below by the duly authorized representatives of the parties to the Contract.

Signature for the

CORPORATION OF CITY OF KELOWNA:

Authorized Manager

Deputy Fire Chief

Title

September 7, 2022

Date

Signature for the

REGIONAL DISTRICT OF KOOTENAY BOUNDARY

CORPORATE OFFICER

September 9, 2022

Date

City of Kelowna

CITY OF KELOWNA

CONTRACT AMENDMENT

This AMENDMENT to the original Contract between the Corporation of the City of Kelowna and City of Vernon dated for reference the 7th day of September 2022:

By and Between:

THE CORPORATION OF THE CITY OF KELOWNA,

1435 Water Street

Kelowna BC V1Y 1J4

(hereinafter referred to as the "Kelowna")

And: **THE CITY OF VERNON**

3400-30th Avenue

Vernon, BC V1T 5E6

(hereinafter referred to as "Vernon")

Witnesses: That Kelowna and Vernon in consideration of their mutual rights and obligations to one another as hereinafter set forth, DO AGREE TO AMEND THE ABOVE-NAMED CONTRACT AS FOLLOWS:

REFERENCE

Section 4.1 Term

Delete Original Wording

The term of this Agreement will commence on October 16th, 2018 and terminate on the 31st day of December 2022.

Replace New Wording

The term of this Agreement commenced on October 16th, 2018 and will terminate on the 31st day of December 2027 with the option for a second (5) year extension.

Section 5.1 Fees

Delete Old Schedule B

Year	2018	2019	2020	2021	2022
Operating	$43,252	$188,920	$198,821	$209,098	$214,327
FDM	$5,822	$28,282	$28,989	$29,714	$30,456
Total Cost	**$49,074**	**$217,202**	**$227,810**	**$238,812**	**$244,783**

Replace With New wording

Year	2023	2024	2025	2026	2027
Operating	$219,685	$225,177	$230,807	$236,577	$242,491
FDM	$31,218	$31,998	$32,798	$33,618	$34,458
Total Cost	**$250,903**	**$257,175**	**$263,605**	**$270,195**	**$276,949**

NOTE

All other terms and conditions within the body of the original signed contract remain unchanged.

Kelowna reserves the right to change Schedule A & C appended to the original contract as needed by providing Vernon with written notice.

IN WITNESS WHEREOF the parties have fully executed this Contract Amendment as of the last date written below by the duly authorized representatives of the parties to the Contract.

Signature for the

CORPORATION OF CITY OF KELOWNA:

Authorized Manager

Deputy Chief, Communications

Title

September 1, 2022

Date

Signature for the
CITY OF VERNON

Will Pearce

CHIEF ADMINISTRATIVE OFFICER

08. SEPTEMBER. 2022

Date

City of Kelowna

CITY OF KELOWNA

CONTRACT AMENDMENT

This AMENDMENT to the original Contract for Fire Dispatch Services between the City of Kelowna and the Okanagan Indian Band dated for reference the 30th day of August 2022:

By and Between:

CITY OF KELOWNA, a Municipal Corporation,

1435 Water Street

Kelowna BC V1Y 1J4

Email: Purchasing@kelowna.ca

(hereinafter referred to as the "City")

And: **OKANAGAN INDIAN BAND**

12420 Westside Road,

Vernon, BC V1H 2A4

Email: fdadmin@okanagan.org

(hereinafter referred to as "OKIB")

Witnesses: That the City of Kelowna and Okanagan Indian Band (OKIB) in consideration of their mutual rights and obligations to one another as hereinafter set forth, DO AGREE TO AMEND THE ABOVE NAMED CONTRACT AS FOLLOWS:

REFERENCE

SECTION 4.1 TERM

Delete Original

The term of this Agreement will commence on October 15th,2018 and terminate on the 31st day of December 2022 with the option for a second (2) five (5) year extension.

Replace New

The term of this Agreement will commence on October 15th,2018 and terminate on the 31ST day of December 2027 with the option for a second (2) five (5) year extension.

SECTION 5. FEES

Delete Old

Year		2018	2019	2020	2021	2022
Operating		$8,203	$17,989	$18,899	$18,910	$19,732
Total Cost		$8,203	$17,989	$18,899	$18,910	$19,732

Replace New

Year	2023	2024	2025	2026	2027
Operating	$19,856	$20,353	$20,862	$21,383	$21,918
Total Cost	$19,856	$20,353	$20,862	$21,383	$21,918

The City reserves the right to change the Schedules appended to the original contract as needed by providing OKIB with written notice.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF the parties have fully executed this Contract Amendment as of the last date written below by the duly authorized representatives of the party's to the Contract.

Signature for the

CITY OF KELOWNA:

Authorized Manager

Deputy Fire Chief, Communications

Title

August 30, 2022

Date

Signature for the
OKANAGAN INDIAN BAND
CHIEF BYRON LOUIS

Authorized Signatory

CHIEF

Title

September 20, 2022

Date

Signature for the
OKANAGAN INDIAN BAND
EXECUTIVE DIRECTOR, MICHAEL FOTHERINGHAM

Authorized Signatory

EXECUTIVE DIRECTOR

Title

September 20, 2022

Date

Report to Council

Date:	September 26, 2022
To:	Council
From:	City Manager
Subject:	Regional Emergency Management Contract
Department:	Fire Department

Recommendation:
THAT Council receives, for information, the report from the Fire Chief dated September 26, 2022, with respect to the Regional Rescue Program contract and the Regional Dispatch contract;

AND THAT the Mayor and City Clerk be authorized to execute the contracts on behalf of the City of Kelowna;

Purpose:
To gain approval from Council to enter into an agreement for services with the Regional District of Central Okanagan to continue administering both the Regional Rescue Program and to provide Regional Dispatch.

Background:
The City has provided service to the Regional District of Central Okanagan (RDCO) to administer the Regional Rescue program and to provide Fire Dispatch Services for over 30 years. The attached contracts formalize the relationship between the RDCO and the City for the provision of these services. These contracts were presented and approved by the Regional Board in July.

Discussion:
The City of Kelowna, through Kelowna Fire Department (KFD) administers these two regional programs. These agreements have been developed to formalize the current practice and establish parameters and processes for a five-year term.

The Regional Rescue program includes hazardous material response (Hazmat), along with the following technical rescue areas:

- Low/Steep Embankment Rescue
- High Angle Rescue
- Ice Rescue
- Swift Water Rescue

- Confined Space Rescue
- Auto Extrication

KFD administers the Regional Rescue Program, organizing training and the purchase of equipment for departments engaged, through this program, in each of the disciplines.

The Kelowna Fire Dispatch centre continues to provide fire dispatch services to the fire departments within the regional district. In addition, the centre continues to provide dispatch services to other regional district and fire departments. This agreement is specific to the RDCO only.

Currently, there is no formal agreement for services between the City and the Regional District to provide these services. The attached agreements reflect the current arrangements, both operationally and financially and solidifies the understanding between all parties. There is no budgetary impact in these agreements, nor any changes to resources, staffing or activities.

Conclusion:
In reviewing the current programs and to ensure the programs continue to provide the highest level of service to the participating communities, it was identified a formal agreement needed to be put into place. These agreements reflect the current programs and allows the programs to continue to provide support to local fire departments and residents.

Internal Circulation:
City Clerk
Risk Management
Communications

Considerations not applicable to this report:

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

Submitted by:

T Whiting, Kelowna Fire Chief

Approved for inclusion: Stu Leatherdale, Divisional Director, Corporate and Protective Services

cc:
S Fleming, City Clerk
L Kayfish, Risk Manager
C Weaden, Divisional Director, Corporate Strategic Services

Regional District of
Central Okanagan

Corporate Services

1450 K.L.O. Road
Kelowna, B.C. V1W 3Z4

Telephone: (250) 763-4918
Fax: (250) 763-0606
www.regionaldistrict.com

July 18, 2022
File No.: 0540-02

Stephen Fleming
City Clerk
City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

Dear Stephen:

Re: **Regional Fire Dispatch Service and Regional Rescue Program Agreements**

The Regional Board approved entering to the above-noted Services Agreements with the City of Kelowna at the Regular Board meeting on July 14, 2022.

Please find enclosed the following documents for City Council's consideration:

1. Two (2) copies of the Professional Services Agreement - Regional Fire Dispatch Service, duly executed on behalf of the RDCO; and
2. Two (2) copies of the Professional Services Agreement – Regional Rescue Program Administration, duly executed on behalf of the RDCO.

Once the Agreements have been considered by Council, and executed on behalf of the City of Kelowna, please return one (1) fully executed copy of each Agreement to the RDCO at your earliest convenience.

Should you require any further information please do not hesitate to contact the undersigned.

Yours truly,

S Horning

Sandi Horning
Deputy Corporate Officer

Encls.

OFFICE OF
THE CITY CLERK
JUL 19 2022
City of Kelowna

PROFESSIONAL SERVICES AGREEMENT
REGIONAL FIRE DISPATCH SERVICE

THIS AGREEMENT is entered into on this_____day of _____, 2022.

BETWEEN: **REGIONAL DISTRICT OF CENTRAL OKANAGAN,**
1450 KLO Road
Kelowna, BC. V1W 3Z4

(hereinafter, the "Regional District")

AND: **CITY OF KELOWNA**
1435 Water Street,
Kelowna, BC. V1Y 1J4

(hereinafter, the "City")

WHEREAS the City has, for a number of years provided fire dispatch services to the Regional District and regional municipal fire departments and the Regional District and the City wishes to continue having the City providing this service;

WHEREAS the Regional District and the City wish to enter into this Professional Services Agreement ("Agreement") in order to establish the terms and conditions under which the City will provide fire dispatch services to the Regional District and regional municipal fire departments.

CONSEQUENTLY, THE PARTIES AGREE AS FOLLOWS:

1. **Term**

   This Agreement will be effective as of the date first written above and shall continue for a period of five years, unless terminated earlier in accordance with the terms and conditions of this Agreement.

   The parties may extend the term of this Agreement by a further five-year period, subject to mutual agreement between the parties on terms and conditions.

2. Overview

The City of Kelowna will provide emergency call answer, fire department dispatch services, and after hours' public works call answering services for the following departments within the Regional District of Central Okanagan:

- Regional District of Central Okanagan fire departments:
  - Ellison Fire Department
  - Joe Rich Fire Department
  - North Westside Fire Department
  - Wilson's Landing Fire Department
- City of Kelowna Fire Department;
- City of West Kelowna Fire Rescue Department;
- District of Lake Country Fire Department; and
- District of Peachland Fire & Rescue Department.

3. Fire Dispatch Services

Fire dispatch services include:

- Receipt of 9-1-1 and other emergency telephone calls from the general public and interrogation of the calling party;
- Receipt of alarm monitoring calls from alarm monitoring companies;
- Receipt of First Medical Response incidents from the British Columbia Ambulance Service;
- Receipt of emergency incidents directly from fire departments via radio or telephone;
- Dispatch and two-way communication services with fire departments within their fire protection areas in accordance with department operational procedures:
  - Incident notification via alerting and voice paging using the Regional District of Central Okanagan's regional radio system.
  - Secondary notification (non-critical) via email messaging
  - Incident details via facsimile or internet printer rip and run report
- Dispatch mutual aid departments as directed by the host department;
- Contact additional resources as requested by departments. Additional resources include, but not limited to:
  - British Columbia Ambulance Service
  - Royal Canadian Mounted Police
  - BC Wildfire Service
  - Fortis Gas and Hydro
  - BC Hydro
  - Ministry of Transportation and Infrastructure
- Create an incident report, benchmark apparatus, and update information in the computer aided dispatch system;

- Conduct regular radio system testing;
- Provide basic incident information (nature of incident and general location) to the media;
- Record and store audio associated with 9-1-1 lines, non-emergency telephone lines, and radio communications (paging and command channel);
- Strive to deliver fire dispatch services in accordance with NFPA 1221 and industry best practices; and
- 9-1-1 call routing, processing and delivery of 9-1-1 calls is the responsibility of TELUS.

4. **Regional District Responsibilities**

The Regional District undertakes to perform the following:

- Provide funding for the Regional Fire Dispatch on behalf of the region's fire departments, consistent with the level of funding at the time of the signing of this contract, as agreed each year through a written annual budget;
- Pay for and retain ownership of all equipment and capital items that are required to provide emergency dispatch services including all antennas, cabling, and antenna mounting structures necessary to interconnect to the Regional District radio system; and
- Manage the procurement of all equipment and capital items for the regional emergency dispatch program, in accordance with the Regional Board approved budget and the Regional District Purchasing Policy.

5. **City Responsibilities**

The City undertakes to perform the following:

- Provide a dedicated dispatch centre and be responsible for all facility operating costs;
- Provide and maintain a backup dispatch centre;
- Provide and maintain all systems and technologies necessary for the delivery of fire dispatching services (excluding a regional radio system);
- Provide appropriate fire dispatch staffing, including supervisory and management staff, as per industry standards and best practices;
- Maintain Workers Compensation, Comprehensive General Liability, and Automobile Liability Insurance; and
- Prepare an annual budget request to the Regional District CAO and Chief Financial Officer, which includes:
    i. Capital and equipment requests,
    ii. Operating costs for the program
    iii. An overview of the anticipated annual work plan
        - Generally, these costs should not exceed the prior year's budget costs plus BC CPI. Any extraordinary costs or service level changes will be brought forward during the annual budget process and approved by the Board.

6. **City's right to take on other customers and retain revenues**

The city retains the right to provide service to additional customers, and to retain any such revenues from such opportunities, with no expectation of those revenues impacting the cost to the Regional District.

7. **Fire Department Responsibilities**

Each participating Fire Department will be responsible, at their own cost, to coordinate fire department response zones, geographical information system updates, and street centerline data in a format required by the City of Kelowna and will provide updates to response logic annually as required.

8. **Termination of Agreement**

Either party may terminate this Agreement on 12 months' prior notice. During the 12-month notice period, the parties will mutually agree the process in order to ensure an orderly transfer of assets, outstanding commitments and the duties outlined in section 3 of this Agreement from the City to the Regional District.

9. **Insurance & Indemnity**

The City will obtain and continuously carry during the term of this Agreement at its own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below:

Commercial General Liability insurance to protect the City, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise from the services to be provided under this Agreement.

The limit of Commercial General Liability insurance will not be less than $10,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to services to be provided.

The policy of insurance will:

- be on an occurrence form;
- add the Regional District and its officials, officers, employees and agents as Additional Insureds with respect to claims arising out of the premises, operations or services to be provided by the City under this Agreement;
- contain a cross-liability or severability of interest clause; and
- Be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by the City within the scope of this Agreement.

The City agrees to indemnify and save harmless the Regional District in respect of all claims at any time brought against the Regional District or any of its elected or appointed officials, officers or employees, for bodily injury or death, property damage or other loss or damage arising from any negligent acts or omissions of the City, its agents or employees, in the performance of the City's obligations under this Agreement, including all costs, expenses and liabilities incurred by the Regional District in connection with or arising out of any such claims, including expenses incurred in defending any action or proceeding pertaining to such claims. This indemnity will survive the expiry or termination of this Agreement.

10. General Provisions

- This Agreement constitutes the entire agreement between the Regional District and the City with respect to regional emergency management program coordination and supersedes any previous written or verbal agreement with respect thereto
- This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same original
- Section headings have been added for purposes of references only and may not be considered in the interpretation of one of the provisions of this Agreement
- This Agreement may only be amended by written instrument duly signed by the parties hereto
- This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

AND THE PARTIES HAVE SIGNED ON THE DATE FIRST MENTIONED ABOVE:

REGIONAL DISTRICT OF CENTRAL OKANAGAN	**CITY OF KELOWNA**
Loyal Wooldridge Chair	
Karen Needham Corporate Officer	

PROFESSIONAL SERVICES AGREEMENT
REGIONAL RESCUE PROGRAM ADMINISTRATION

THIS AGREEMENT is entered into on this_____day of _____, 2022.

BETWEEN: **REGIONAL DISTRICT OF CENTRAL OKANAGAN,**
1450 KLO Road
Kelowna, BC. V1W 3Z4

(hereinafter, the "Regional District")

AND: **CITY OF KELOWNA**
1435 Water Street,
Kelowna, BC. V1Y 1J4

(hereinafter, the "City")

WHEREAS the City has, for a number of years administered the Regional Rescue Program on behalf of the Regional District;

AND WHEREAS the Regional District and the City wish to enter into this Professional Services Agreement ("Agreement") in order to establish the terms and conditions under which the City will continue to administer the Regional Rescue Program.

CONSEQUENTLY, THE PARTIES AGREE AS FOLLOWS:

1. **Term**

   This Agreement will be effective as of the date first written above and shall continue for a period of five years, unless terminated earlier in accordance with the terms and conditions of this Agreement.

   The parties may extend the term of this Agreement by a further five-year period, subject to mutual agreement between the parties on terms and conditions.

2. Overview

The City of Kelowna will administer the Regional Rescue Program as outlined in Schedule A – Regional Rescue Administration

3. Termination of Agreement

Either party may terminate this Agreement on 12 months' prior notice. During the 12-month notice period, the parties will mutually agree to the process in order to ensure an orderly transfer of assets, outstanding commitments and complete the duties outlined in section 3 of this Agreement from the City to the Regional District.

4. Insurance & Indemnity:

The City will obtain and continuously carry during the term of this Agreement at its own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below:

- Commercial General Liability insurance to protect the City, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise from the services to be provided under this Agreement.
- The limit of Commercial General Liability insurance will not be less than$10,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to services to be provided.
- The policy of insurance will:
  - be on an occurrence form,
  - add the Regional District and its officials, officers, employees and agents as Additional Insureds with respect to claims arising out of the premises, operations or services to be provided by the City under this Agreement,
  - contain a cross-liability or severability of interest clause; and
  - Be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by the City within the scope of this Agreement.

The City agrees to indemnify and save harmless the Regional District in respect of all claims at any time brought against the Regional District or any of its elected or appointed officials, officers or employees, for bodily injury or death, property damage or other loss or damage arising from any negligent acts or omissions of the City, its agents or employees, in the performance of the City's obligations under this Agreement, including all costs, expenses and liabilities incurred by the Regional District in connection with or arising out of any such claims, including expenses incurred in defending any action or proceeding pertaining to such claims. This indemnity will survive the expiry or termination of this Agreement.

5. **General Provisions**

   a. This Agreement constitutes the entire agreement between the Regional District and the City with respect to regional emergency management program coordination and supersedes any previous written or verbal agreement with respectthereto,
   b. This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same original,
   c. Section headings have been added for purposes of references only and may not be considered in the interpretation of one of the provisions of this Agreement,
   d. This Agreement may only be amended by written instrument duly signed by the parties hereto; and
   e. This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

AND THE PARTIES HAVE SIGNED ON THE DATE FIRST MENTIONED ABOVE:

REGIONAL DISTRICT OF CENTRAL OKANAGAN	**CITY OF KELOWNA**
Loyal Wooldridge Chair	
Karen Needham Corporate Officer	

Schedule A - Regional Rescue Administration

The City of Kelowna, through Kelowna Fire Department, will be responsible for administering the RDCO Regional Rescue Program.

Disciplines

1. The following disciplines will be included in the regional rescue program and provided by the departments noted for each:
   - Hazmat
     - Kelowna Fire Department
   - Low/Steep Embankment Rescue
     - Kelowna Fire Department
     - Lake Country Fire Department
     - North Westside Fire Department
     - Joe Rich Fire Department
     - West Kelowna Fire and Rescue
     - Peachland Fire and Rescue
   - High Angle Rescue
     - Kelowna Fire Department
   - Ice Rescue
     - Kelowna Fire Department
     - Lake Country Fire Department
   - Swift Water Rescue
     - Kelowna Fire Department
   - Confined Space Rescue
     - Kelowna Fire Department
   - Auto Extrication
     - Kelowna Fire Department
     - Lake Country Fire Department
     - North Westside Fire Department
     - Joe Rich Fire Department
     - West Kelowna Fire and Rescue
     - Peachland Fire and Rescue

2. The Regional District maintains a separate contract with the City of West Kelowna for provision of technical rescue, including High Angle, Ice Rescue, Swift Water Rescue and Confined Space Rescue. Equipment, training and contract details for these services will be managed by the Regional District and West Kelowna and communicated to the Regional Rescue Administrator. It is expected that the contract for services with the City of West Kelowna will provide for consistency in training and equipment as set by the Regional Rescue Administrator.

Regional Rescue Administrator

- The City of Kelowna will appoint a person as the Regional Rescue Administrator, and
- The Regional Rescue program administrator will act as the single point of contact for participating departments.

Areas of Responsibility include:

Budget:

- Preparation of an annual budget request to the Regional District CFO and CAO, including:
  - Capital and equipment requests,
  - Staffing and administration costs,
  - Operating expenses,
  - Training expenses, including instructors, courses and training hours, and
  - Overview of the anticipated annual work plan.
- All Regional Rescue expenses approved in the annual budget will be billed to the Regional District in accordance with this Agreement.

Training:

- Preparation of an annual training program and training standards for all aspects of the Regional Rescue Program.

Equipment:

- A standardized list of regionally funded equipment will be maintained,
- The list of equipment will be reviewed annually with participating departments,
- Any equipment purchased that is not included in the standardized list will be the responsibility of the individual department, and
- A capital equipment program will be maintained for the program.

Report to Council

Date:	September 26, 2022
To:	Council
From:	City Manager
Subject:	2022/23 BC Active Transportation Infrastructure Grant Application
Department:	Integrated Transportation

Recommendation:
THAT Council receives for information, the report from Integrated Transportation dated September 26, 2022, with respect to the 2022/2023 BC Active Transportation Infrastructure Grant Application;

AND THAT Council authorize staff to apply for two Active Transportation Infrastructure Grants for the Casorso 3 (KLO to Lanfranco) and Houghton 2 (Hollywood to Rutland) active transportation projects, as outlined in this report;

AND THAT The City of Kelowna confirms the above-mentioned projects are municipal priorities, planned for construction in 2023 and intended to be complete within the required timeline for the grant;

AND THAT Council support staff to manage all tasks necessary to complete the grant, if successful;

AND THAT, if the grant application is successful, the 2022 Financial Plan will be amended to include receipt of funds;

AND FURTHER THAT The City of Kelowna will be responsible for its share of eligible costs, ineligible costs, and potential overruns related to the project.

Purpose:
To authorize staff to apply for a BC Active Transportation Infrastructure Grant for the Casorso 3 and Houghton 2 Active Transportation Corridor Projects.

Background:
The B.C. Active Transportation Infrastructure Grant Program supports community-specific active transportation networks that are safe, accessible, and convenient for all ages and abilities. Local governments are allowed to submit applications for two projects, covering 50 per cent of eligible costs to a maximum of $500,000 per project. Since 2014, the City has received $6.2 million in financial

support through this program for projects such as the Okanagan Rail Trail, John Hindle Drive multi-use pathway, and earlier phases of the Ethel corridor.

Discussion:
The Casorso 3 ATC project will extend the Ethel Street/Casorso Road active transportation corridor 400 metres south from KLO Road to Lanfranco Road. The overall design is similar to the recent phases of Ethel Street between Sutherland Avenue and Raymer Avenue.

The Houghton 2 ATC project extends the existing Houghton multi-use pathway 800 metres to the east from Hollywood Road to Rutland Road. This will connect the Rutland Urban Centre to the Okanagan Rail Trail and Kelowna's broader walking and biking network. An improved crossing at Rutland Road will also connect to neighbourhoods to the east. The overall design is similar to the existing multi-use pathway between Leathead and Hollywood.

Conclusion:
These projects are in alignment with the 2040 Official Community Plan, 2040 Transportation Master Plan, 10-Year Capital Plan, Community for All Action Plan, and will help achieve Council's Priority that more trips are made by biking, walking and transit.

If these applications are successful, the City will use the funding to offset project costs, address potential cost overruns, and explore opportunities to accelerate the design and construction of active transportation infrastructure in the 10-Year Capital Plan.

Internal Circulation:
Corporate Finance
Infrastructure Delivery
Integrated Transportation
Partnerships Office

Considerations applicable to this report:
Financial/Budgetary Considerations:

Funding of $1.7M for the Casorso 3 ATC (KLO – Lanfranco) is currently included in the 2022 Financial Plan.

The Houghton 2 ATC (Hollywood – Rutland) has funding of $3.3M allocated in the 2022 Financial Plan. Staff anticipate that additional funding will be necessary to address inflation in construction costs, property acquisitions, and additions to the project's scope. A supplemental request of $1.2M will be included in the 2023 Preliminary Budget for Council's consideration in December.

Considerations not applicable to this report:
External Agency/Public Comments
Communications Comments
Legal/Statutory Authority
Legal/Statutory Procedural Requirements

Existing Policy

Submitted by: C. Noonan, Transportation Planner

Reviewed by: G. Foy, Transportation Engineering Manager

Approved for inclusion: M. Logan, Infrastructure General Manager

cc: Divisional Director, Corporate Strategic Services
Divisional Director, Financial Services
Divisional Director, Partnership & Investments
Divisional Director, Planning & Development Services

Report to Council

Date:	September 26, 2022
To:	Council
From:	City Manager
Subject:	GEID Water Supply Boundary Exclusion for 2025 Begbie Rd
Department:	Utility Services

Recommendation:

THAT Council receives for information, the report from Utility Services dated September 26,2022, relating to the Glenmore Ellison Improvement District (GEID) Boundary Exclusion for 2025 Begbie Rd;

AND THAT Council support the request by the GEID to amend its water service area boundary to exclude 2025 Begbie Rd as outlined in this report.

Purpose:

To support a water service area boundary modification requested by the Glenmore-Ellison Improvement District.

Background:
The development has requested that the Hidden Hills phase of Subdivision Plan EPP115845 be serviced off the City Water system. This is a challenge to service due to topography and elevation, and is on the boundary of both City and GEID water supplies. Following an analysis, it was confirmed by both City Water Utility staff and the GEID that this area would be more effectively supplied by the City as the Wilden Area Sector Plan extends north in future phasing.

The GEID has submitted a petition to reduce their improvement district boundary by excluding the legal parcel at 2025 Begbie Rd. The subject property and its current water supply boundaries listed below and shown in Figure 1 (see Appendix A).

- Lot A Plan KAP 69724

The subject parcel lies within the GEID overall supply area in our Water Supply Area database. The formal request for the exclusion, petition, and background information from GEID are attached in Appendix B.

Council approval is required for all district boundary adjustments to meet the requirements of the Ministry of Municipal Affairs & Housing, which oversees the GEID.

Internal Circulation:
Communications
Financial Services
Development Services
Infrastructure Delivery
Utility Services

Legal/Statutory Authority
Local Government Act - Section 675

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

Submitted by: Rod MacLean, P.Eng. Utilities Planning Manager

Approved for inclusion: M. Logan, Infrastructure General Manager

Appendix A – Figure 1
Appendix B – Submitted GEID Documentation

cc: Divisional Director, Corporate Strategic Services
Divisional Director, Financial Services
Divisional Director, Partnership & Investments
Divisional Director, Planning & Development Services

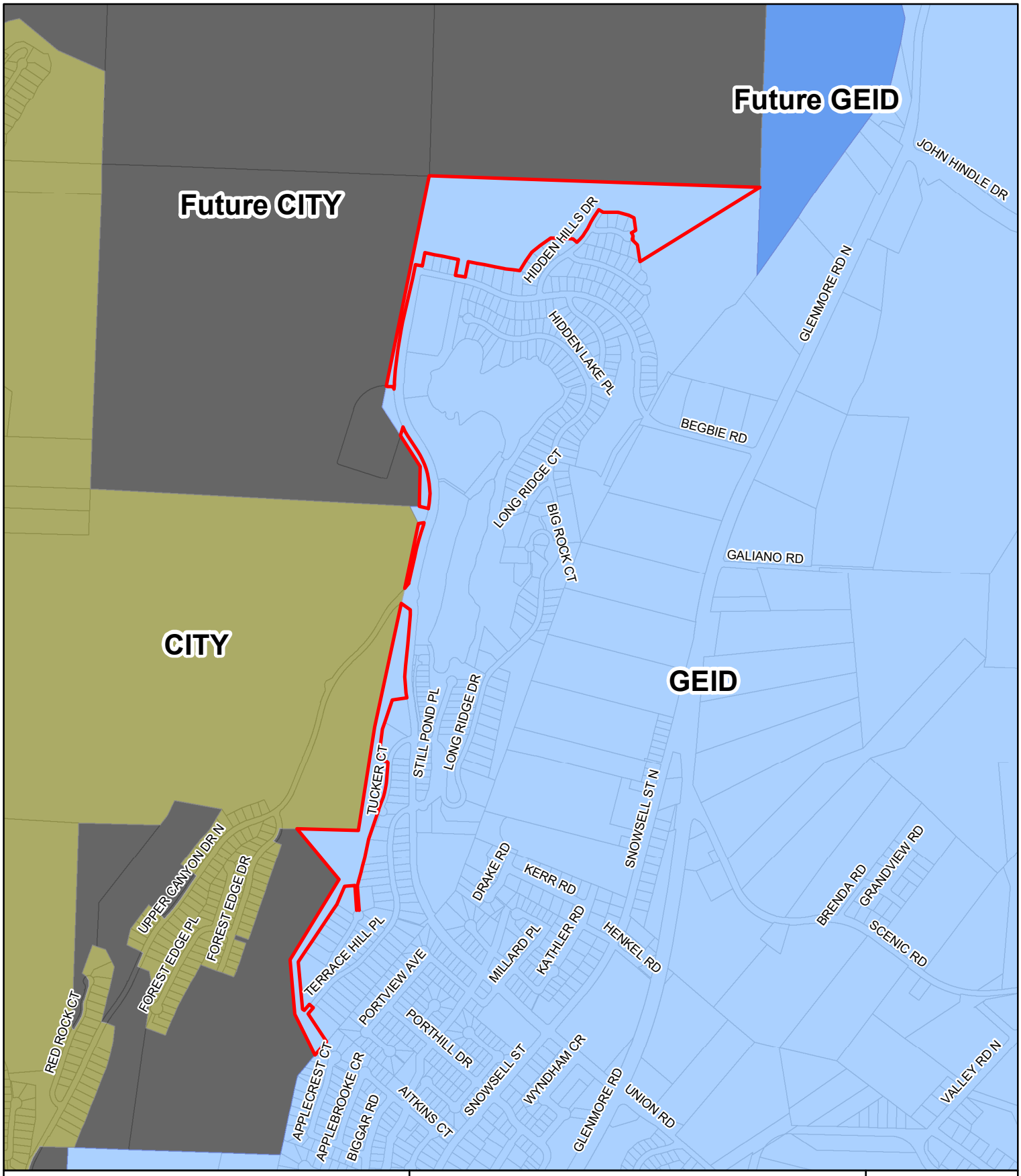


Figure 1.
GEID Boundary Exclusion For
2025 Begbie Rd

0 200 400
Meters

September 26, 2022

Legend

Water Supply Areas
- CITY
- Future CITY
- GEID
- Future GEID

- 2025 Begbie Rd
- Lot Lines

N
W E
S

GLENMORE-ELLISON IMPROVEMENT DISTRICT

445 Glenmore Road
Kelowna BC V1V 1Z6
P. 250-763-6506 | F. 250-763-5688
www.geid.ca

July 5, 2022

GEID File: 21-035
COK File: S21-0053

City of Kelowna
Utility Planning
1435 Water Street
Kelowna, BC V1Y1J4

Attention: Rod MacLean, Manager of Utility Planning

RE: Boundary Exclusion
Located at 2025 Begbie Rd
Rem Lot A, Plan KAP69724
PID: 025-117-513

Dear Sir,

Glenmore-Ellison Improvement District has received a Petition to Amend an Improvement District Boundary to exclude the above-mentioned property from the District's servicing boundaries. A copy of the supporting documents submitted by Glenwest Properties Ltd. is enclosed for your reference.

Your review and comments concerning this application would be appreciated. If there are no concerns, a letter of support for this boundary amendment is requested in order for the application to be processed by Ministry of Municipal Affairs to receive approval through Order in Council.

Thank you for your attention to this matter. If you have any further questions, please do not hesitate to contact me.

Sincerely,

GLENMORE-ELLISON IMPROVEMENT DISTRICT

Dawn Williams
Administrator

DW/mh

Encl. Location Sketch of Lot 1 EPP115845 & Lot A, KAP69724; Petition to Amend an Improvement District Boundary; Subdivision Plan EPP115845

cc: Russ Foster

GEID
GLENMORE-ELLISON IMPROVEMENT DISTRICT

445 Glenmore Road
Kelowna BC V1V 1Z6
P. 250-763-6506 | F. 250-763-5688
www.geid.ca

PETITION TO AMEND AN IMPROVEMENT DISTRICT BOUNDARY

I (we), the undersigned owner(s) of land more particularly described below, hereby petition the Lieutenant Governor in Council on the matter of **excluding** my (our) tract of land legally described as:

PID: 025-117-513 LOT A PLAN KAP69724 (SEE ATTACHED TITLE SEARCH FOR FULL LEGAL DESCRIPTION).

from within the boundary of the Glenmore-Ellison Improvement District under Section 734 of the Local Government Act.

Registered Owner(s) – (PLEASE PRINT BELOW SIGNATURE)

GLENWEST PROPERTIES LTD.

Signature(s): _____ Name: RUSS FOSTER Date: MAY 31, 2022

_____ Name: _____ Date: _____

The trustees of the Glenmore-Ellison Improvement District hereby agree to request the Lieutenant Governor in Council to amend the Letters Patent for the Glenmore-Ellison Improvement District to exclude the above noted land from within its boundaries.

Trustee : Steven Bonn

Trustee: Lee-Ann Tiede

Trustee : Bob Fugger

Trustee: Horst Grams

Trustee : Steve Lemke

Dated the 30 day of June, 2022

KAMLOOPS LAND TITLE OFFICE
May-13-2022 08:57:39.002
0857

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

EPP115845

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act,* RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Cameron Henry 17KDRK

c=CA, cn=Cameron Henry 17KDRK, o=BC Land Surveyor, ou=Verify ID at www.juricert.com/LKUP.cfm?id=17KDRK

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

Cameron Powell Henry
Ferguson Land Surveying & Geomatics Ltd.
#404 - 1630 Pandosy Street
Kelowna BC V1Y 1P7

Tel: (250) 763-3115
Fax:(250) 763-0321
Job #: 14620.30-GEID-SUB

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **165-212-9436**

Plan Number: EPP115845

LTO Document Reference: CA9925205

3. CERTIFICATION:

◉ Form 9 ○ Explanatory Plan ○ Form 9A

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

The field survey was completed on:	2022	May	09	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2022	May	09	(YYYY/Month/DD)	260550

◉ None ○ Strata Form S

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

Arterial Highway ☐

Remainder Parcel (Airspace) ☐

4. ALTERATION: ☐

SUBDIVISION PLAN OF PART OF LOT A SECTIONS 4, 5, 8 AND 9 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP69724 EXCEPT PLANS KAP71944, KAP73768, KAP75949, KAP78547, KAP80107, KAP81912, KAP85278, KAP86750, EPP24895, EPP93548 AND EPP101624

PLAN EPP115845

BCGS 82E.093

15 0 10 25 50 100 METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:1000

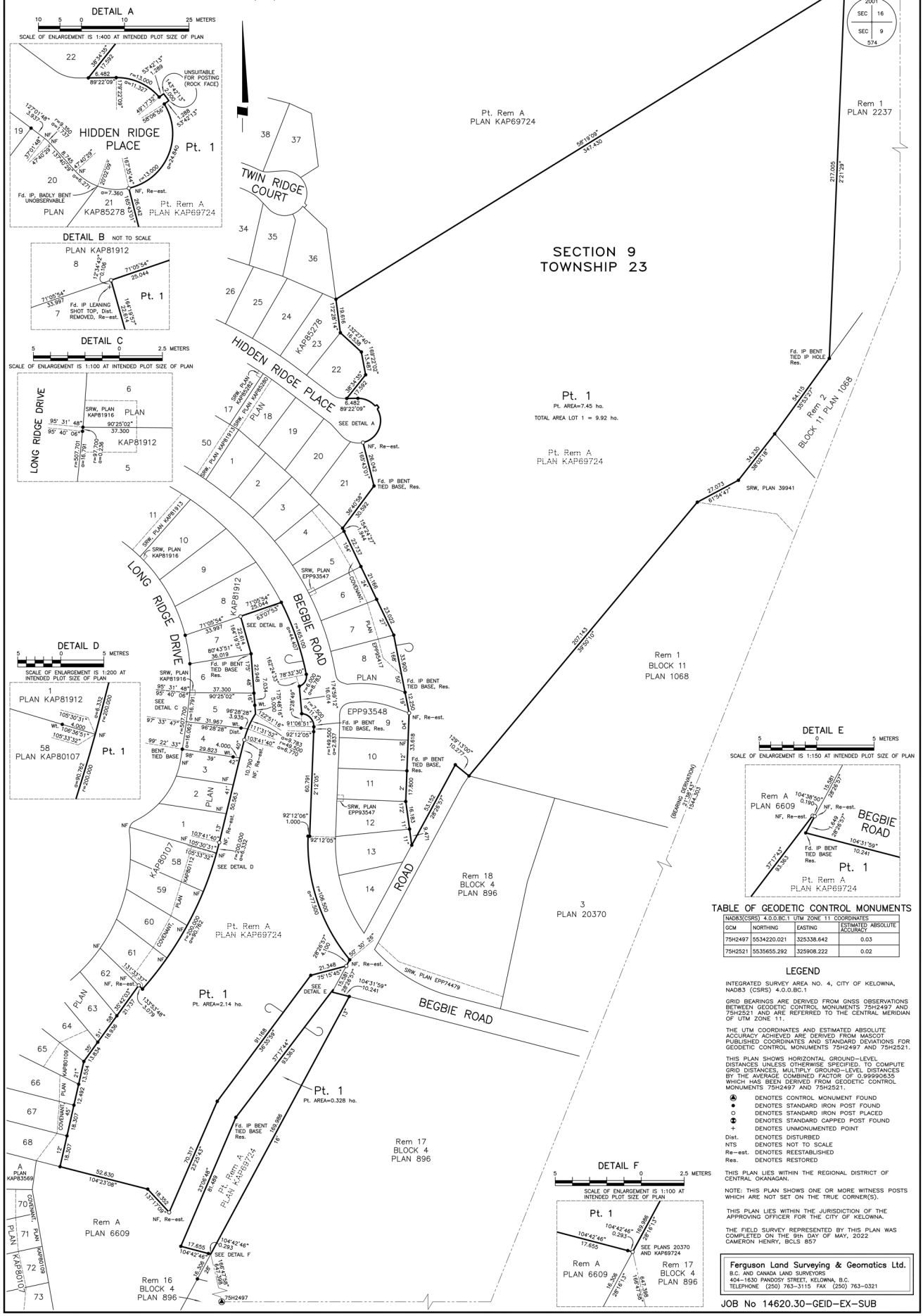


TABLE OF GEODETIC CONTROL MONUMENTS

NAD83(CSRS) 4.0.0.BC.1 UTM ZONE 11 COORDINATES			
GCM	NORTHING	EASTING	ESTIMATED ABSOLUTE ACCURACY
75H2497	5534220.021	325338.642	0.03
75H2521	5535655.292	325908.222	0.02

LEGEND

INTEGRATED SURVEY AREA NO. 4, CITY OF KELOWNA, NAD83 (CSRS) 4.0.0.BC.1

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 75H2497 AND 75H2521 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 75H2497 AND 75H2521.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.99990635 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 75H2497 AND 75H2521.

- ▲ DENOTES CONTROL MONUMENT FOUND
- ● DENOTES STANDARD IRON POST FOUND
- O DENOTES STANDARD IRON POST PLACED
- ⊕ DENOTES STANDARD CAPPED POST FOUND
- + DENOTES UNMONUMENTED POINT
- Dist. DENOTES DISTURBED
- NTS DENOTES NOT TO SCALE
- Re-est. DENOTES REESTABLISHED
- Res. DENOTES RESTORED

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF CENTRAL OKANAGAN.

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF KELOWNA.

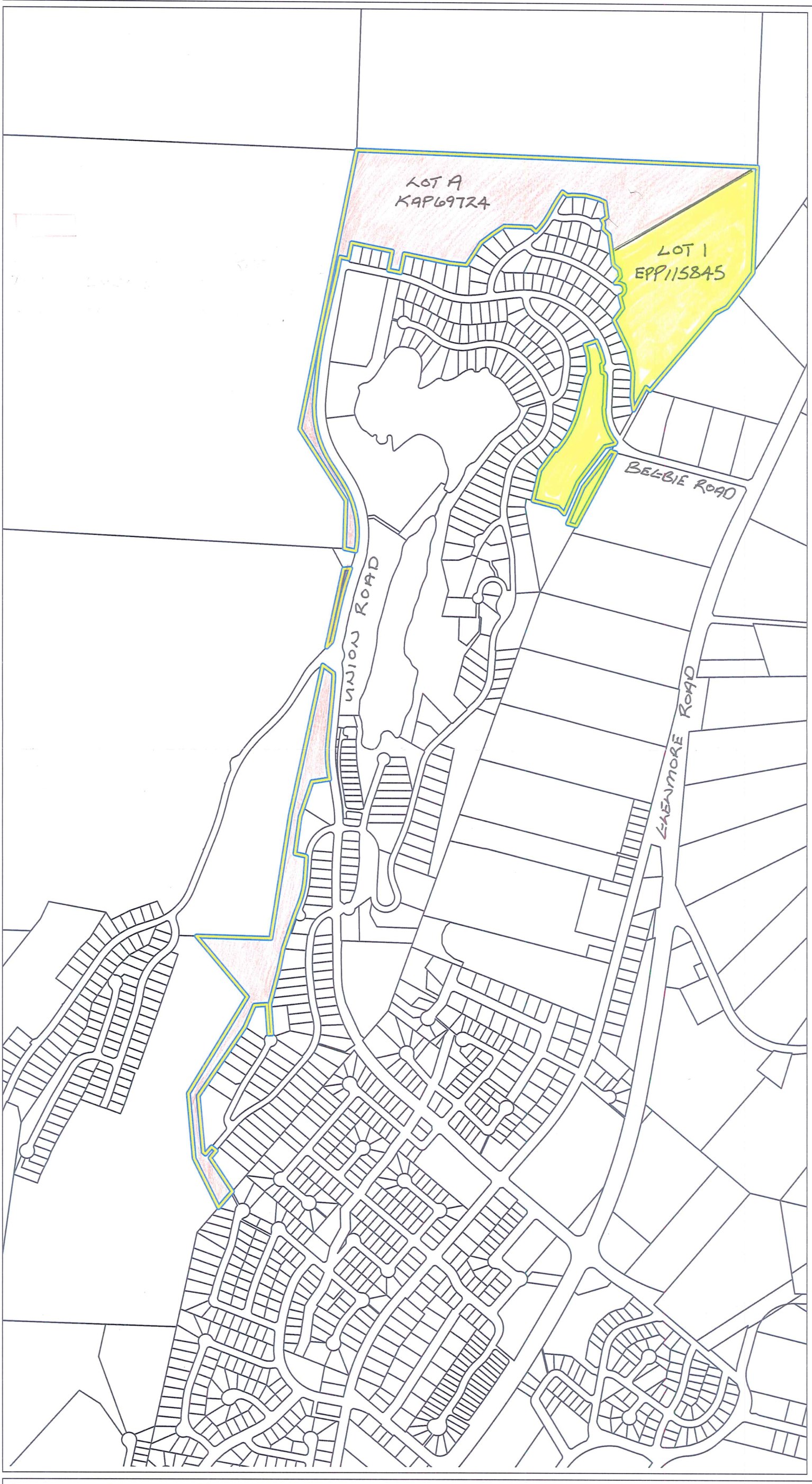
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 9th DAY OF MAY, 2022
CAMERON HENRY, BCLS 857

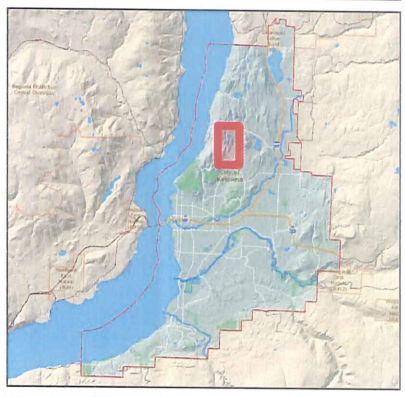
Ferguson Land Surveying & Geomatics Ltd.
B.C. AND CANADA LAND SURVEYORS
404-1630 PANDOSY STREET, KELOWNA, B.C.
TELEPHONE (250) 763-3115 FAX (250) 763-0321

JOB No 14620.30-GEID-EX-SUB

City of **Kelowna**

My Map





Legend

N
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Notes

LOT A, KAP69724
PROPOSED LEID
BOUNDARY EXCLUSION

MAY 31, 2022

0 200 400 Meters

July 19, 2021

This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.

Report to Council

Date:	September 19, 2022
To:	Council
From:	City Manager
Subject:	Accelerate Okanagan Talent and Compensation Study
Department:	Partnership Office

Recommendation:

THAT Council receives for the information the report from the Partnership Office dated September 19, 2022 regarding a proposed Talent and Compensation Study to be commissioned by Accelerate Okanagan;

AND THAT Council approves a financial contribution of $5,000 from Council contingency in support of the Talent and Compensation Study to be commissioned by Accelerate Okanagan.

Purpose:

Approval of a $5,000 contribution in support of a Talent and Compensation Study to be commissioned by Accelerate Okanagan.

Background:
Accelerate Okanagan (AO) has been a key driver in the growth of the technology sector in the region by supporting technology entrepreneurs through a range of programs and services.

The 2017 report gauging the economic impact of the Okanagan Tech Sector indicates a $1.67 billion total economic impact through 693 businesses, 399 of which are in the Central Okanagan. As of 2017, the sector employed 12,474 full-time, part-time and contracted workers.

The 2017 report also highlights a limited talent pool as one of the challenges faced by the sector in the region. These challenges have continued, and a key objective for Accelerate Okanagan in the next year is to address critical talent challenges in the sector.

Discussion:
As part of its strategies to address critical talent challenges in the local technology sector, AO is commissioning a Talent and Compensation Study to obtain updated compensation data for a range of roles in the Okanagan with comparable data to Victoria, Ottawa and the Kitchener-Waterloo region,

along with a qualitative analysis of the talent landscape in the technology, innovation and business community. A final report is anticipated in the first quarter of 2023.

Throughout Q4 2022, data will be collected through a survey administered by BenchMarket, an Ottawa-based organization which brings a combined 50+ years of human resource and compensation expertise to the project. The survey data will be supplemented with qualitative information from community workforce and employer roundtable discussions facilitated by Co.school.

By supporting this initiative, the City will gain access to the BenchMarket reports, a salary database for the Thompson-Okanagan region, and comparable salary data for similar-sized markets. The City will also have an opportunity to participate in roundtable discussions. The reports will provide key insights into the compensation practices of other tech hubs across Canada in comparison to the Okanagan region, including salary data and additional information about employee recognition beyond compensation that accounts for non-financial benefits, work-from-home practices, and other human resource programs.

AO has approached the City for a contribution of $5,000 in support of the Study. Staff from Intelligent Cities and Human Resources have reviewed the information provided by AO and are in support of the request. City staff will work with AO and its consultants to ensure that the study data and outcomes are relevant to the City's needs.

Conclusion:
The City's ability to attract, select and retain talent is a key corporate priority, and insights from the Accelerate Okanagan Talent and Compensation Study will assist the City in making informed decisions about hiring and compensation structure in a dynamic human resources landscape.

Internal Circulation:
Intelligent Cities
Human Resources
Finance
Communications

Considerations applicable to this report:
Existing Policy: Council Policy 058 Grant-in-Aid Funding Requests provides for Council consideration of requests for a funding or sponsorship contribution for conferences and events which meet the stated criteria, and also contains general provisions regarding other types of requests from non-profit organizations.

Financial/Budgetary Considerations:
There are sufficient funds in the Council contingency budget to support the request from Accelerate Okanagan.

The total budget for the project is approximately $35,000.

Other participating supporters identified to date are the City of Vernon, the Central Okanagan Economic Development Commission and Okanagan College.

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
External Agency/Public Comments
Communications Comments

Submitted by: S. Kochan, Partnership Manager

Approved for inclusion: Bob Evans, Partnership Office Director

cc:
A.Boehm, Intelligent Cities Manager
B. Cavezza, HR Programs & Systems Manager
C. Low, Financial Analyst

Report to Council

Date:	September 26, 2022
To:	Council
From:	City Manager
Subject:	UBCM Community Emergency Preparedness Fund Support
Department:	Partnerships Office

Recommendation:
THAT Council receives, for information, the report from the Partnership Office dated September 26, 2022, with respect to UBCM Community Emergency Preparedness Fund Support.

THAT Council approves the Regional District of Central Okanagan applying for, receiving, and managing the UBCM Community Emergency Preparedness Fund grant funding to complete the Extreme Heat Risk Mapping, Assessment and Planning project on behalf of the City of Kelowna.

Purpose:
To support the Regional District of Central Okanagan to manage a Community Emergency Preparedness Fund Extreme Heat Risk Mapping, Assessment and Planning grant on behalf of Central Okanagan local jurisdictions.

Background:
The Central Okanagan Emergency Management Program is a regional service comprised of Westbank First Nation and all Central Okanagan municipal and electoral area jurisdictions. This program provides a coordinated emergency response through the Emergency Operations Centre for events such as forest fires, floods, landslides, and extreme heat events.

To support this regional program, the Regional District of Central Okanagan (RDCO) has applied to UBCM for Community Emergency Preparedness funding to complete an extreme heat risk mapping analysis, risk assessments and a regional response plan and implementation strategy to help protect vulnerable populations in our communities. As part of applying for the grant, each partnering jurisdiction must submit a resolution that states their approval for the primary applicant, which in this case is the RDCO, to apply for, receive, and manage the grant funding on behalf of the region.

Discussion:
As climate change is creating more frequent extreme heat events, identifying options to support our residents during times of extreme heat is becoming more vital. Under the Emergency Management Program, staff are seeking to coordinate an extreme heat risk mapping analysis, risk assessments and a

regional response plan and implementation strategy to help protect vulnerable populations in our communities.

Extreme heat risk mapping will identify high risk urban and interurban areas, determine the needs of neighborhoods with limited resources and/or transportation options and identify available resources and best locations for response preparedness. Risk assessments will identify the social, economic, and environmental impacts of extreme heat events including identifying urban heat islands, community and infrastructure vulnerabilities, and risk tolerance or "risk threshold" including populated areas proportionately at risk. A response plan will identify the needs of the most vulnerable populations and provide resources to support them during heat events, develop short and long-term extreme heat risk reductions goals, objectives, and strategies to meet the goals.

The extreme heat response planning and implementation project will include community engagement, data review relevant to areas from Interior Health mapping; considerations for heat-sensitive populations and targeted response actions to mitigate impacts with low to moderate income neighbourhoods.

Conclusion:
The Community Emergency Preparedness Fund can support our regional Emergency Management Program by providing funding to complete an extreme heat risk mapping analysis, risk assessments and a regional response plan and implementation strategy to help protect vulnerable populations in our communities.

Internal Circulation:

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

Submitted by:

M. Kam, Grants & Special Projects Coordinator

Approved for inclusion: ☐ BE

cc:
S. Follack, Deputy Fire Chief
Regional District of the Central Okanagan

CITY OF KELOWNA

BYLAW NO. 12390

Road Closure and Removal of Highway Dedication Bylaw
(Portion of Road Adjacent to 657 Clement Ave)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Road Adjacent to 657 Clement Ave

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NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule "A" comprising 186.8 m^2 shown in bold black as Road to be Closed on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.

2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 27th day of June, 2022.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

REFERENCE PLAN TO ACCOMPANY BYLAW N0. 12390
(City of Kelowna) TO CLOSE PART OF ROAD DEDICATED
ON PLAN 1037, DISTRICT LOT 139, OSOYOOS
DIVISION YALE DISTRICT

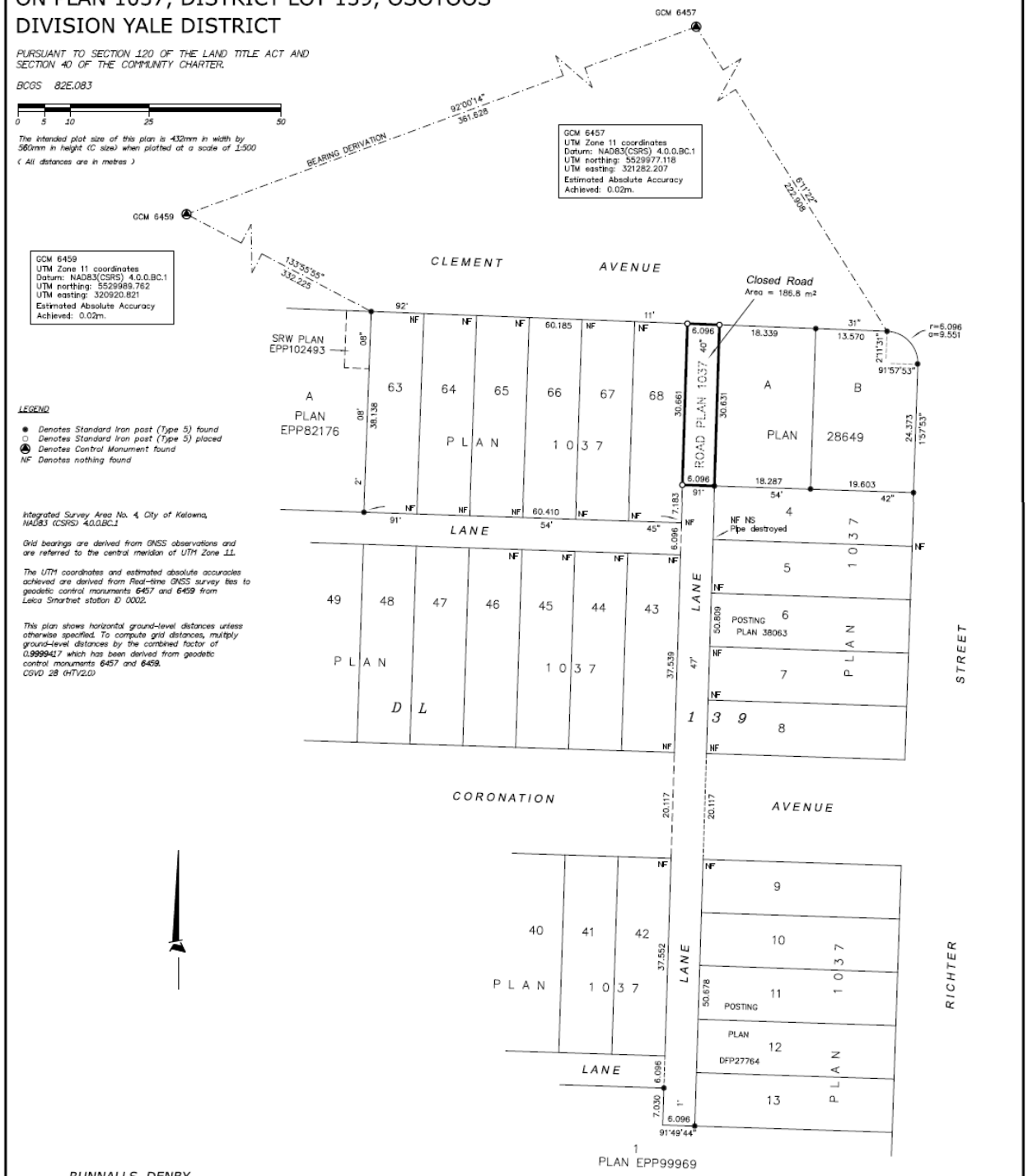
PLAN EPP121800

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 40 OF THE COMMUNITY CHARTER.

BCGS 82E.083

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

(All distances are in metres)



LEGEND

- ● *Denotes Standard Iron post (Type 5) found*
- ○ *Denotes Standard Iron post (Type 5) placed*
- *Denotes Control Monument found*
- *NF Denotes nothing found*

Integrated Survey Area No. 4, City of Kelowna, NAD83 (CSRS) 4.0.0.BC.1

Grid bearings are derived from GNSS observations and are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracies achieved are derived from Real-time GNSS survey ties to geodetic control monuments 6457 and 6459 from Leica Smartnet station ID 0002.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the combined factor of 0.9999417 which has been derived from geodetic control monuments 6457 and 6459.
CGVD 28 (HTV2.0)

RUNNALLS DENBY
british columbia land surveyors

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

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

DWG. No.: 15950 CLOSED ROAD

FILE: 15950

This plan lies within the Regional District of Central Okanagan.

The field survey represented by this plan was completed on the 13th day of June, 2022.

Robert T. Macdonald, BCLS 873