# City of Kelowna Regular Council Meeting AGENDA



Monday, October 3, 2022 1:30 pm Council Chamber City Hall, 1435 Water Street

,	- 7 133		Pages
1.	Call to	Order	
		l like to acknowledge that we are gathered today on the traditional, ancestral, unceded by of the syilx/Okanagan people.	
		eeting is open to the public and all representations to Council form part of the public A live audio-video feed is being broadcast and recorded on kelowna.ca.	
2.	Confirm	nation of Minutes	5 - 25
	Regula	r Meeting - September 20,2022	
	РМ Ме	eting - September 26, 2022	
3.	Develo	pment Application Reports & Related Bylaws	
	3.1.	Supplemental Report – Site Specific Text Amendment Reading Consideration	26 - 29
		To give Bylaw No. 12434 first reading for a site-specific text amendment for the subject property.	
	3.2.	O'Reilly Rd 2605 - BL12434 (TA22-0003) - William and Maria Kitsch	30 - 30
		To give Bylaw No. 12434 first reading for a site-specific text amendment for the subject property.	
	3.3.	Raymer Rd 705 - Z22-0046 (BL12429) - Empirical Homes Ltd., Inc.No. BC1244290	31 - 47
		To rezone the subject property from the RU1c – Large Lot Housing with Carriage House zone to the RU4 – Duplex Housing zone.	
	3.4.	Gordon Dr 1603-1615 - Z22-0020 (BL12430) - PC Urban (1605 Gordon Drive) Holdings Corp., Inc.No. BC1316531	48 - 93
		To rezone the subject property from the CA1 – Core Area Mixed Use zone to the CA1r – Core Area Mixed Use Rental Only zone.	

3.5.	4510 Ho	rak Rd - Z22-0036 (BL12432) - Kevin Gerard Fornwald and Jane Eve Fornwald	94 - 109
		ne the subject property from the RU1 – Large Lot Housing zone to the RU1c – ot Housing with Carriage House zone.	
3.6.		y Rd 9640 - Z22-0038 (BL12433) - Nicola Va (9640 McCarthy) Nominee Inc., BC1333757	110 - 128
		ne the subject property from the I2 – General Industrial zone and the I3 – ndustrial zone to the I2 – General Industrial zone to facilitate an industrial ment.	
3.7.	Pacific A	ve 1144 - Z20-0013 (BL12084) - Rescind Rezoning Bylaw	129 - 130
	To resci	nd all three readings given to Rezoning Bylaw No. 12084 and direct Staff to e file.	
3.8.	Pacific A	ve 1144 - BL12084 (Z20-0013) - City of Kelowna	131 - 131
	To rescir	nd first, second and third readings given to Bylaw No. 12084.	
3.9.	Coronat	ion Ave 608 618 624 632 - DP22-0025 - Fifth Avenue Properties	132 - 177
	To issue	a Development Permit for the form and character of an apartment housing.	
Bylaw	s for Adop	tion (Development Related)	
4.1.	Amendn	nents Related to Zoning Bylaw No. 12375	
	To adop	t fourteen bylaws to align with the amendments to Zoning Bylaw No. 12375.	
	The follo	owing bylaws will be adopted together unless Council wishes to separate one vlaws.	
	4.1.1.	BL12353 - Amendment No. 15 to Building Bylaw No. 7245	178 - 178
		To adopt Bylaw No. 12353.	
	4.1.2.	BL12354 - Amendment No. 7 to Animal and Poultry Regulation Bylaw No. 5421	179 - 180
		To adopt Bylaw No. 12354.	
	4.1.3.	BL12355 - Amendment No. 19 to Business Licence Bylaw No. 7878	181 - 181
		To adopt Bylaw No. 12355.	
	4.1.4.	BL12356 - Amendment No. 22 to Subdivision, Development & Servicing Bylaw No. 7900	182 - 184
		To adopt Bylaw No. 12356.	

4.

4.1.5.	BL12357 - Amendment No. 2 to Sign Bylaw No. 11530	185 - 188
	To adopt Bylaw No. 12357.	
4.1.6.	BL12358 - Amendment No. 4 to Building Numbering Bylaw No. 7071	189 - 189
	To adopt Bylaw No. 12358.	
4.1.7.	BL12359 - Amendment No. 10 to Revitalization Tax Exemption Bylaw No. 9561	190 - 190
	To adopt Bylaw No. 12359.	
4.1.8.	BL12360 - Amendment No. 2 to Good Neighbour Bylaw No. 11500	191 - 191
	To adopt Bylaw No. 1236o.	
4.1.9.	BL12361 - Amendment No. 3 to Soil Removal and Deposit Regulation Bylaw No. 9612	192 - 192
	To adopt Bylaw No. 12361.	
4.1.10.	BL12363 - Amendment No. 1 to Short Term Rental and Accommodation Business Licence and Regulation Bylaw No. 11720	193 - 193
	To adopt Bylaw No. 12363.	
4.1.11.	BL12364 - Amendment No. 42 to Traffic Bylaw No. 8120	194 - 194
	To adopt Bylaw No. 12364.	
4.1.12.	BL12365 - Amendment No. 3 to Payment in Lieu Bylaw No. 8125	195 - 195
	To adopt Bylaw No. 12365.	
4.1.13.	BL12368 - Amendment No. 13 to Development Application Fees Bylaw No. 10560	196 - 196
	To adopt Bylaw No. 12368.	
4.1.14.	BL12369 - Amendment No. 32 to Bylaw Notice Enforcement Bylaw No. 10475	197 - 198
	To adopt Bylaw No. 12369.	
Developn	nent Cost Charge Bylaw Adoption - Informational Report	199 - 200
•	Kelowna Development Cost Charge Reserve Reduction Bylaw No. 12419 vna Development Cost Charge Bylaw No. 12420	

4.2.

	4-3-	BL12419 - Development Cost Charge Reserve Reduction Bylaw	201 - 207
		To adopt Bylaw No. 12419.	
	4.4.	BL12420 - Development Cost Charge Bylaw 2022	208 - 219
		To adopt Bylaw No. 12420	
5.	Non-D	Development Reports & Related Bylaws	
	5.1.	Mission Recreation Park Master Plan 2022 Update	220 - 240
		To provide an update to the Mission Recreation Park Master Plan, completed in 2013.	
	5.2.	Uptown Rutland Business Association Mural Festival - Funding Request	241 - 242
		Funding request to support the Uptown Rutland Business Association Mural Festival in 2022	
	5-3-	Kelowna International Airport Lease - PJS Real Estate Holdings Ltd	243 - 306
		To provide Council with information on the lease with PJS Real Estate Holdings Ltd.	
	5-4-	Kelowna International Airport Sublease - Northland Properties Corporation	307 - 500
		To provide Council with information on the sublease with Northland Properties Corporation.	
	5.5.	2022 Financial Plan Amendment - Childcare Grant	501 - 503
		To obtain Council approval to amend the City of Kelowna 2022 Financial Plan.	
6.	Bylaw	s for Adoption (Non-Development Related)	
	6.1.	BL12025 - Amendment No. 2 to the Tree Protection Bylaw No. 8041	504 - 513
		To adopt Bylaw No. 12025.	
	6.2.	BL12408 - 2023 Permissive Tax Exemption Bylaw	514 - 528
		To adopt Bylaw No. 12408.	
	6.3.	BL12423 - Amendment No. 1 to the Development Applications and Heritage Procedures Bylaw No. 12310	529 - 534
		To adopt Bylaw No. 12423.	
7.	Mayor	and Councillor Items	

8.

Termination



## City of Kelowna Regular Council Meeting Minutes

Date:

Tuesday, September 20, 2022

Location:

Council Chamber City Hall, 1435 Water Street

Members Present

Mayor Colin Basran, Councillors Ryan Donn, Gail Given, Charlie Hodge, Brad

Sieben\*; Mohini Singh, Luke Stack and Loyal Wooldridge

Members Absent

Councillor Maxine DeHart

Staff Present

Acting City Manager, Mac Logan; City Clerk, Stephen Fleming; Divisional Director, Partnership & Investment, Derek Edstrom; Real Estate Department Manager, Johannes Saufferer; Divisional Director, Planning & Development Services, Ryan Smith; Park & Landscape Planner, Melanie Steppuhn; Legislative Coordinator (Confidential), Rebecca Van Huizen

Staff participating Remotely

Legislative Coordinator (Confidential), Clint McKenzie

(\* Denotes partial attendance)

#### 1. Call to Order

Mayor Basran called the meeting to order at 4:06 p.m.

#### 2. Confirmation of Minutes

Moved By Councillor Wooldridge/Seconded By Councillor Donn

<u>Ro678/22/09/20</u> THAT the Minutes of the Regular AM Meeting and Regular PM Meeting of August 22, 2022 be confirmed with an amendment to reflect Deputy Mayor Hodge.

Carried

#### Moved By Councillor Wooldridge/Seconded By Councillor Donn

<u>Ro679/22/09/20</u> THAT the Minutes of the Regular Meeting of August 23, 2022 be confirmed as circulated.

Carried

#### 3. Resolution Closing the Meeting to the Public

#### Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>Ro68o/22/09/20</u> THAT this meeting be closed to the public pursuant to Section 90(1) (e) of the Community Charter for Council to deal with matters relating to the following:

• Acquisition and Disposition of Land

Carried

#### 4. Adjourn to Closed Session

The meeting adjourned to a closed session at 4:08 p.m.

#### 5. Reconvene to Open Session

The meeting reconvened to an open session at 4:27 p.m.

#### 6. Reports & Related Bylaws

#### 6.1 2023 Permissive Tax Exemption - Bylaw 12408

Councillor Stack provided and explanation as to why he previously declared a conflict on permissive tax exemptions and why this is no longer the case.

Staff displayed a PowerPoint Presentation summarizing the changes to the permissive tax exemptions and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Donn

<u>Ro681/22/09/20</u> THAT Council receives, for information, the Report from the Revenue Supervisor dated September 20, 2022 with respect to the 2023 Permissive Tax Exemption Bylaw;

AND THAT Bylaw No. 12408, being the Permissive Tax Exemption Bylaw be forwarded for reading consideration.

Carried

#### 6.2 Bl12408 - 2023 Permissive Tax Exemption Bylaw

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

Ro682/22/09/20 THAT Bylaw No. 12408 be read a first, second and third time.

Carried

#### 6.3 Collett Road 467 - Z22-0018 (BL12425) - Peter Blom - Supplemental Report

Moved By Councillor Wooldridge/Seconded By Councillor Singh

<u>Ro683/22/09/20</u> THAT Council receives, for information, the report from the Office of the City Clerk dated September 20, 2022 with respect to Zoning Bylaw No. 12425;

AND THAT Rezoning Bylaw No.12425 be forwarded for further reading consideration.

Carried

#### 6.4 Collett Road 467 - BL12425 (Z22-0018) - Peter Blom

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

Ro684/22/09/20 THAT Bylaw No. 12425 be read a first, second and third time and be adopted.

#### 6.5 Doyle Ave 550 - BL12415 (TA22-0013) - Multiple Owners

Moved By Councillor Wooldridge/Seconded By Councillor Given

Ro685/22/09/20 THAT Bylaw No. 12415 be adopted.

Carried

Councillor Hodge - Opposed

#### 6.6 Doyle Ave 550 - BL12416 (Z21-0110) - Multiple Owners

Moved By Councillor Stack/Seconded By Councillor Sieben

Ro686/22/09/20 THAT Bylaw No. 12416 be adopted.

Carried

Councillor Hodge - Opposed

#### 6.7 Doyle Ave 550 - DP21-0285 - Multiple Owners

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

<u>Ro687/22/09/20</u> THAT final adoption of Text Amending Bylaw No. 12415 be considered by Council:

AND THAT final adoption of Rezoning Bylaw No. 12416 be considered by Council; AND THAT Council authorizes the issuance of Development Permit No. DP21-0285 for PARCEL A (KK73272) DL 139 ODYD PLAN KAP45917, located at 550 Doyle Ave, Kelowna, BC subject to the following:

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

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

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

<u>Carried</u> Councillor Hodge - Opposed

7. Adjourn the Meeting

The meeting adjourned at 5:14 pm

8. Reconvene the Meeting

The meeting reconvened at 6:02 p.m.

9. Reaffirmation of Oath of Office

The Oath of Office was read by Councillor Wooldridge.

#### 10. Liquor License Application Reports

# START TIME 6:00 PM - Ellis Street 1383 - LL21-0009 - Revelry Holdings Ltd., Inc.No. BC1239987

Councillor Sieben declared a conflict of interest as he has an interest in a number of downtown liquor establishments and left the meeting at 6:06 p.m.

#### Staff:

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

#### Lee Simon, Applicant

- -Provided an overview of the application and how the venue would operate.
- -Confirmed it is a casual cafe and it also a music venue.
- -Responded to questions from Council.
- -Confirmed that fully enclosed space on the deck.
- -Confirmed the third floor is now taken away.

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

#### Gallery:

#### Lloyd Peterson, Doyle Ave

- -Displayed a PowerPoint presentation.
- -Opposed to the application.
- -Raised concerns with noise impacts on neighbours as patrons enter and exit the venue during the day and night.
- -Made comments on anticipated new development that will add residential units to the immediate area.
- -Raised concerns with public drunkenness and the social disorder it can create.
- -Made reference to correspondence previously submitted by the applicant.
- -Questioned whether Council policies were followed and if all relevant information was made available.
- -Raised concerns with safety implications.

#### Max Vanlon, Doyle Ave

- Opposed to the application.
- -Spoke to the previous licence turned down by Council in downtown area.

#### Ezra Cipes, Ellis St.

- Supportive of the application as it is a positive step to building the area and cultural district.

#### Noel Wentworth, Glenpine Court

- Supportive of the application.
- -Venue will support artists and performers under 19.

#### Online:

#### Sophia Fusco, Corgans Court

- -Supportive of the application.
- -Venue will provide the much needed space for high school aged artists and performers.
- -This type of venue is needed in the downtown.

#### Applicant in response

- -Responded to questions from Council.
- -Spoke to the differences between a music hall and a nightclub.

-Spoke to the neighbourhood consultation.

-Spoke to fire exits and building permit regulations being met.

There were no further comments.

#### Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>Ro688/22/09/20</u> THAT Council direct Staff to forward the following Recommendation to the Provincial Liquor and Cannabis Regulation Branch (LCRB): In accordance with 'Division 9 (71)' of the Liquor Control and Licensing Regulation and Council Policy no. 359, BE RESOLVED THAT:

- 1. Council recommends support of an application from Lee Simon for a liquor primary license for Lot 8 District Lot 139 ODYD Plan 432, located at 1383 Ellis Street, Kelowna, BC for the following reasons:
  - a. Council Policy No. 359, recommends the large establishments should be located within Urban Centres.
- 2. Council's comments on LCLB's prescribed considerations are as follows:

Criteria for new liquor primary:

a. The location of the establishment:

The subject property is located within the Downtown Urban Centre and is surrounded by a variety of other commercial, residential, and mixed-use developments.

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

The site is located near the Kelowna Downtown Library, Kelowna Community Theatre, Kasugai Gardens and City Hall. In addition, the Kelowna's Actor's Studio is directly to the North.

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

The business proposes a total capacity of 685 persons as follows: Main Floor – 418 persons, Second Floor – 267 persons; with hours of service as follows:

- a. 7:00am to 12:00am Sunday to Thursday.
- b. 7:00am to 1:00am Friday to Saturday.
- d. The number and market focus or clientele of liquor-primary license establishments within a reasonable distance of the proposed location:

The location is next door to another liquor primary, however, there are no others in the vicinity.

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

The proposal does not include any outdoor activities, and all activities will be contained within the structure. The applicant has introduced noise mitigating factors like ending any live music one hour before the end of the proposed hours of liquor sales.

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

Staff do not anticipate any negative impacts to the community.

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

Carried

Councillor Sieben returned to the meeting at 6:55 p.m.

## 11. Development Permit and Development Variance Permit Reports

#### 11.1 START TIME 6:00 PM - Abbott St 1986 - HAP22-0008 - Skill-Tech Builders Inc

#### Staff:

- Displayed a PowerPoint Presentation summarizing the application.

#### <u>Applicant</u>

- Applicant was present and available for questions.

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

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

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

Ro689/22/09/20 THAT Council authorizes the issuance of Heritage Alteration Permit No. HAP22-0008, for LOT 1 DL 14 ODYD PLAN KAP70173, located at 1986 Abbott St, Kelowna, BC subject to the following:

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

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

#### Section 13.1.6(d): RU1 - Large Lot Housing, Development Regulations

To vary the required minimum side yard from 2.3 m permitted for a 2 or a 2 ½ storey portion of a building to 1.15 m proposed.

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

Carried

#### 11.2 START TIME 6:00 PM - McDougall St 1978 - HAP22-0009 - Terry Jennens

#### Staff:

- Displayed a PowerPoint Presentation summarizing the application.

#### <u>Applicant</u>

- Applicant was present and available for questions.

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

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

There were no further comments.

Moved By Councillor Hodge/Seconded By Councillor Singh

Ro690/22/09/20 THAT Council authorizes the issuance of Heritage Alteration Permit No. HAP22-0009 for LOT A DL 14 ODYD PLAN EPP38244, located at 1978 McDougall St, Kelowna, BC subject to the following:

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

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

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

To vary the required minimum side yard from 2.0 m for a 1 or 1  $\frac{1}{2}$  storey building permitted to 1.3 m proposed;

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

**Carried** 

At the request of Council, the applicant provided background to the "Viking ship" that was located on the property.

11.3 START TIME 6:45 PM - Drysdale Blvd 305 - BL12332 (Z21-0059) - Will McKay and Co Ltd., Inc.No. BC0306923

Moved By Councillor Donn/Seconded By Councillor Given

Ro691/22/09/20 THAT Bylaw No. 12332 be amended at third reading by deleting the Legal Description that reads:

- "a) Lot 5 Section 33, Township 26 ODYD, Plan EPP 48909 located at 301 Drysdale Boulevard, Kelowna, BC; and
- b) Lot 4 Section 33, Township 26, ODYD, Plan EPP48909 located at 305 Drysdale Boulevard, Kelowna, BC"

And replacing it with:

"Parcel A (Being a Consolidation of Lots 4 and 5, See CA9869654) Section 33 Township 26 ODYD Plan EPP48909"

AND THAT "301 and" be deleted from the title.

Carried

Moved By Councillor Donn/Seconded By Councillor Singh

Ro692/22/09/20 THAT Bylaw No. 12332, as amended, be adopted.

**Carried** 

START TIME 6:45 PM - Drysdale Blvd 305 - DP21-0130 DVP21-0131 - Will McKay and Co. Ltd., Inc.No. BC0306923

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Applicant' Agent, Jordan Hettinga, Hemlick Rd

- Applicant was present and available for questions.

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

#### Online:

#### Ben Hansford, Drysdale Blvd.

-Opposed to the application.

-Concerned for safety and traffic increase in the neighbourhood.
-Questioned what parking facilities are being provided onsite.

-Made reference to previously submitted correspondence in opposition.

#### Applicant's Agent

-Spoke to the traffic calming being implemented.

-Spoke to additional bike parking being provided.

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

Ro693/22/09/20 THAT Rezoning Bylaw No. 12332 be amended at third reading to revise the legal description of the subject property from LOT 5 SECTION 33 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP48909 and LOT 4 SECTION 33 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP48909 to PARCEL A (BEING A CONSOLIDATION OF LOTS 4 AND 5, SEE CA9869654) SECTION 33 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP48909;

AND THAT final adoption of Rezoning Bylaw No. 12332 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP21-0130 and Development Variance Permit No. DVP21-0131 for PARCEL A (BEING A CONSOLIDATION OF LOTS 4 AND 5, SEE CA9869654) SECTION 33 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP48909, located at 305 Drysdale Blvd, Kelowna, BC subject to the following:

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

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

#### <u>Section 13.11.6(c): RM5 – Medium Density Multiple Housing Development</u> Regulations

To vary the required maximum height from 18.0 m or 4.5 storeys permitted to 17.8 m or 6 storeys proposed.

<u>Section 13.11.6(e): RM5 - Medium Density Multiple Housing Development Regulations</u>

To vary the required minimum side yard (east) from 7.0 m permitted to 6.01 m proposed.

<u>Section 13.11.6(f): RM5 - Medium Density Multiple Housing Development Regulations</u>

To vary the required minimum rear yard from 9.0 m permitted to 6.02 m proposed.

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

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

Carried

# 11.5 START TIME 6:45 PM - Cariboo Rd 200 - DVP22-0114 - Genevieve Schulz and Nicolas Schulz

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

<u>Applicant</u>

-Applicant was present and available for questions.

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

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

There were no further comments.

Moved By Councillor Sieben/Seconded By Councillor Stack

Ro694/22/09/20 THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0114 for Lot A Section 4 Township 23 ODYD Plan EPP85121, located at 200 Cariboo Road, Kelowna, BC;

AND THAT variances to the following section of Zoning Bylaw No. 8000 be granted: Section 13.6.6(h): RU6 – Two Dwelling Housing, Development Regulations
To vary the required minimum rear yard from 7.5 m permitted to 4.5 m proposed.

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

Carried

# 11.6 START TIME 6:45 PM - 1746 Tronson Drive - DVP22-0131 - Marino Bigattini and Bernadette Bigattini

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

<u>Applicant</u>

-Available was present and available for questions.

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

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

There were no further comments.

### Moved By Councillor Given/Seconded By Councillor Wooldridge

Ro695/22/09/20 THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0131 for Lot 1 Section 29 Township 26 ODYD Plan 24924, located at 1746 Tronson Drive, Kelowna, BC;

AND THAT variances to the following section of Zoning Bylaw No. 8000 be granted: Section 13.1.6(c): RU1 – Large Lot Housing, Development Regulations
To vary the required minimum front yard from 4.5 m permitted to 2.47 m proposed.

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

Carried

# 11.7. START TIME 7:15 PM - Queensway 289 - DP22-0079 DVP22-0080 - 1324632 Alberta Inc., Inc.No. A72431

Councillor Sieben Declared a conflict of interest as he is a part owner of 1481 water Street and left the meeting at 7:39 p.m.

#### Staff:

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

#### Applicant, Gail Temple, West Corp and Lauren Macaulay, IBI Architects

-Displayed a PowerPoint presentation.

- -Provided rationale for the delay in bringing the project forward since the previous permits were issued.
- -Provided comments on small changes to previously submitted permits.

-Spoke to form and character and proposed variances.

- -Spoke to amenities provided and the interface with Kerry Park.
- -Responded to questions from Council.

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

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

There were no further comments.

#### Moved By Councillor Stack/Seconded By Councillor Wooldridge

<u>Ro696/22/09/20</u> THAT Council authorizes the issuance of Development Permit No. DP22-0079 for Lot 1 District Lot 139 ODYD Plan EPP77920, located at 289 Queensway, Kelowna, BC subject to the following:

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

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

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

The outstanding conditions set out in Attachment "B" attached to the Report from the Community Planning Department dated February 20th, 2017, including a maintenance agreement with associated bonding be signed and submitted with the City of Kelowna to

ensure the upgraded off-sites improvements along Queensway Ave and Water St are provided for and maintained for in perpetuity.

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0080 for Lot 1 District Lot 139 ODYD Plan EPP77920, Kelowna, BC;

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

Section 14.7.5(a): C7 – Central Business Commercial, Development Regulations

To vary the maximum allowable height from 26 storeys / 76.5 m to 33 storeys / 131.0 m proposed.

Section 14.7.5(h)i: C7 – Central Business Commercial, Development Regulations

To vary the setback for the north and east side of the building above 16.0 m or 4 storeys from 3.0 m required to 0.0 m proposed

Section 14.7.5(h)ii(a): C7 – Central Business Commercial, Development Regulations

To vary the maximum floor plate size above 4 storeys from 750 m2 permitted to 2,912 m2 proposed for the podium and to 917 m2 proposed for the tower.

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

AND THAT the applicant be required to complete the following conditions prior to a building permit being issued:

- 1. That a subdivision be registered with the land titles office completing the land exchange and lane dedication;
- a. As part of the new registered plans, the vehicular right-of-way and turn around within the lane be amended to reflect the updated plans; and
- b. A statutory right-of-way be registered on the property guaranteeing public access between the proposed building and Queensway / Kerry Park.
- 2. That a license of occupation be signed by the City of Kelowna to permit the canopy encroachments across the property lines.
- 3. That a license of occupation be registered for the Hotel permitting the portions of Queensway to be used for hotel purposes such as valet services.

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

Carried

Councillor Hodge – Opposed

Councillor Sieben rejoined the meeting at 8:11 p.m.

#### 12. Reminders

There were no reminders.

#### 12.1 Resolution Closing the Meeting to the Public

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>Ro697/22/09/20</u> THAT this meeting be closed to the public pursuant to Section 90(1) (e) of the Community Charter for Council to deal with matters relating to the following:

Acquisition and Disposition of Land

Carried

#### 12.2. Adjourn to Closed Session

The meeting adjourned to a closed session at 8:15 p.m.

#### 12.3. Reconvene to Open Session

The meeting reconvened to an open session at 8:32 p.m.

#### 12.4 Issues Arising from Correspondence & Community Concerns

Councillor Singh - Kinsmen Club Relocation

-Raised concerns on behalf of the Kinsmen Club regarding relocation and the use of alternate City space.

Councillor Donn – Carney Park

- -Quail Ridge correspondence regarding the cancelled swing set.
- -Disappointed with staff response.

#### 13. Termination

The meeting was declared terminated at 7:56 p.m.

Mayor Basran

/cm

City Clerk



## City of Kelowna Regular Council Meeting Minutes

Date:

Monday, September 26, 2022

Location:

Council Chamber City Hall, 1435 Water Street

Members Present

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

Wooldridge

Staff Present

City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Divisional Director, Planning & Development Services, Ryan Smith\*; Development Planning Department Manager, Terry Barton\*; Community Planning & Development Manager, Dean Strachan\*; Planner, Tyler Caswell\*; Environmental Coordinator, Jennifer Miles\*; Planner Specialist, Wesley Miles\*; Planner, Trisa Atwood\*; Revenue Supervisor, Patrick Gramiak\*; Fire Chief, Travis Whiting\*; Mobility Specialist, Cameron Noonan\*; Utility Planning Manager, Rod MacLean\*; Partnership Manager, Sandra Kochan\*; Grant & Special Projects Manager, Michelle Kam\*

Staff participating

Remotely

Legislative Coordinator (Confidential), Arlene McClelland

Guests

Jamie Needham\*, URBA Past President and Karen Beaubier\*, URBA

**Executive Director** 

(\* Denotes partial attendance)

#### Call to Order

Mayor Basran called the meeting to order at 1:37 p.m.

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

As an open meeting, a live audio-video feed is being broadcast and recorded on kelowna.ca.

Mayor Basran made an announcement regarding the City winning the 2022 UBCM President's Committee Excellence Award for the Real Time Flood Response EOC Dashboard and thanked staff for their efforts in creating the Dashboard.

#### Development Application Reports & Related Bylaws

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

Staff:

Displayed a PowerPoint Presentation summarizing the application.

#### Moved By Councillor Singh/Seconded By Councillor Stack

<u>Ro697/22/09/26</u> 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;

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.

Carried

## 2.2 Tower Ranch Blvd 2160 - OCP20-0006 Z20-0023 - Supplemental Report

Staff:

- Provided rationale for waiving the development permits at this time and confirmed they will be required at the time of subdivision and responded to questions from Council.

#### Moved By Councillor Donn/Seconded By Councillor Sieben

<u>Ro698/22/09/26</u> 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.

Carried

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

Moved By Councillor Wooldridge/Seconded By Councillor Singh

Ro699/22/09/26 THAT Bylaw No. 12379 be adopted.

Carried

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

Moved By Councillor Singh/Seconded By Councillor Wooldridge

Ro700/22/09/26 THAT Bylaw No. 12380 be adopted.

Carried

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

Staff:

- Summarized the Master Development Agreement.

Moved By Councillor Wooldridge/Seconded By Councillor DeHart

<u>Ro701/22/09/26</u> 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 26<sup>th</sup> 2022 for Lot 1, DL 134, ODYD, Plan EPP41204 located at 3773-3795 Lakeshore Road;

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

Carried

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

Moved By Councillor Wooldridge/Seconded By Councillor Singh

Ro702/22/09/26 THAT Bylaw No.12366 be adopted.

Carried

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

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

Ro703/22/09/26 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 FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried

Councillor Hodge - Opposed

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

Staff:

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

Moved By Councillor Wooldridge/Seconded By Councillor DeHart

<u>Ro704/22/09/26</u> 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.

Carried

- 3. Bylaws for Adoption (Development Related)
  - 3.1 BL12375 Zoning Bylaw

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R0705/22/09/26 THAT Bylaw No. 12375 be adopted.

Carried

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

Moved By Councillor Stack/Seconded By Councillor DeHart

R0706/22/09/26 THAT Bylaw No. 12386 be adopted.

**Carried** 

#### 4. Non-Development Reports & Related Bylaws

#### 4.1 Tree Protection Bylaw No. 8041 Amendments

#### Staff:

- Displayed a PowerPoint Presentation summarizing the proposed amendments to the Tree Protection Bylaw and responded to guestions from Council.

#### Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>Ro707/22/09/26</u> THAT Council receives, for information, the report from the Development Planning Department dated September 26, 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.

Carried

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

#### Moved By Councillor Stack/Seconded By Councillor DeHart

Ro708/22/09/26 THAT Bylaw No. 12025 be read a first, second and third time.

Carried

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

#### Staff:

- Displayed a PowerPoint Presentation summarizing the proposed amendments to the Development Application and Heritage Procedures Bylaw and responded to questions from Council.

#### Moved By Councillor Sieben/Seconded By Councillor Donn

<u>Ro709/22/09/26</u> THAT Council receives, for information, the report from the Development Planning Department, dated September 26, 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.

Carried

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

#### Moved By Councillor DeHart/Seconded By Councillor Stack

Ro710/22/09/26 THAT Bylaw No. 12423 be read a first, second and third time.

**Carried** 

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

#### Staff:

 Displayed a PowerPoint Presentation outlining the proposed amendments to various Council Policies.

#### Moved By Councillor Given/Seconded By Councillor Wooldridge

<u>R0711/22/09/26</u> 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.

**Carried** 

#### 4.6 Uptown Rutland BIA Bylaw Renewal 2023 - 2027

#### Staff:

 Introduced the presentation and guests Jamie Needham, URBA Past President and Karen Beaubier, URBA Executive Director

Jamie Needham, URBA Past President and Karen Beaubier, URBA Executive Director

- Displayed a Video and PowerPoint Presentation providing a summary of the Strategic Plan and proposed BIA budget and responded to questions from Council.

#### Moved By Councillor Sieben/Seconded By Councillor Donn

<u>Ro712/22/09/26</u> 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 26, 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.

Carried

#### 4.7 BL12427 - Uptown Rutland Business Improvement Area Bylaw 2023 - 2027

#### Moved By Councillor DeHart/Seconded By Councillor Stack

Ro713/22/09/26 THAT Bylaw No. 12427 be read a first, second and third time.

Carried

# 4.8 Contract Renewals for Regional District of Kootenay Boundary, City of Vernon and Okanagan Indian Band

#### Staff:

Provided comments regarding contract renewals for fire dispatch services and responded to guestions from Council.

#### Moved By Councillor Given/Seconded By Councillor Hodge

<u>Ro714/22/09/26</u> 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 September 26, 2022,

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 September 26, 2022;

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 September 26, 2022;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute all documents associated with these transactions.

**Carried** 

#### 4.9 Regional Emergency Management Contracts

#### Staff:

- Provided comments regarding the Regional Emergency Management contracts.

#### Moved By Councillor Hodge/Seconded By Councillor Sieben

<u>R0715/22/09/26</u> 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.

Carried

#### 4.10 BC Active Transportation Infrastructure Grant Application - 2022;2023

#### Staff

Provided comments on the BC Active Transportation Infrastructure Grant application.

#### Moved By Councillor Given/Seconded By Councillor DeHart

<u>Ro716/22/09/26</u> 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.

Carried

#### 4.11 GEID Water Supply Boundary Exclusion for 2025 Begbie Rd

#### Moved By Councillor Stack/Seconded By Councillor DeHart

<u>R0717/22/09/26</u> 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.

Carried

#### 4.12 Accelerate Okanagan Talent and Compensation Study

#### Staff:

- Provided comments on the request for funds for the Talent and Compensation Study and responded to questions from Council.

#### Moved By Councillor Given/Seconded By Councillor Stack

<u>Ro718/22/09/26</u> THAT Council receives for the information the report from the Partnership Office dated September 26, 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.

Carried

#### 4.13 UBCM Community Emergency Preparedness Fund Support

#### Staff:

- Provided comments on the reasons for Council approval for the UBCM Community Emergency Preparedness Fund.

#### Moved By Councillor Sieben/Seconded By Councillor Donn

<u>R0719/22/09/26</u> THAT Council receives, for information, the report from the Partnership Office dated September 26, 2022, with respect to UBCM Community Emergency Preparedness Fund Support;

AND 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.

Carried

#### 5. Bylaws for Adoption (Non-Development Related)

#### 5.1 BL12390 - Road Closure Bylaw - Adjacent to 657 Clement Ave

Mayor Basran asked anyone in the gallery affected by the proposed road closure to come forward.

No one came forward.

Moved By Councillor Stack/Seconded By Councillor DeHart

R0720/22/09/26 THAT Bylaw No. 12390 be adopted.

Carried

#### 6. Mayor and Councillor Items

Mayor Basran:

- Spoke to this Friday September 30<sup>th</sup> being the National Day for Truth and Reconciliation; made comment on events scheduled for this day and online resources for additional information.

Councillor Wooldridge:

- Will be attending the Truth and Reconciliation event at the Kelowna Museum on Friday.

Councillor Hodae:

- Encouraged citizens to mark and participate in Truth and Reconciliation events.
- Spoke to their attendance at the DKA Small Shop Saturday and DKA After 5 events.

Councillor Sieben:

- Noted the Mayor's earlier media release and spoke to the recent overdose deaths in the community and overarching issues in the region.

Councillor DeHart:

- Invited everyone to the United Way Drive Thru Breakfast on Thursday, October 6th.

Councillor Stack:

- Made comment on the death of Queen Elizabeth II and invited the public to a memorial service at The Cathedral Church of St. Michael and All Saints on September 27th at 7:00 p.m.

Mayor Basran:

- Thanked colleagues for their support last week when he attended the Provincial Government recommendations report on prolific offenders.

Councillor Sieben:

- Thanked the Mayor for his leadership efforts on the BC Urban Mayors Caucus.

#### 7. Termination

This meeting was declared terminated at 3:21 p.m.

Mayor Basran City Clerk

/acm

# Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Office of the City Clerk

**Application:** TA22-0003 **Owner:** William and Maria Kitsch

Address: 2605 O'Reilly Road Applicant: William and Maria Kitsch

**Subject:** Supplemental Report – Site Specific Text Amendment Reading Consideration

**Existing OCP Designation:** R-Res – Rural Residential

**Existing Zone:** RR1 – Large Lot Rural Residential

#### Recommendation:

THAT Council receives, for information, the Supplemental Report from the Office of the City Clerk dated October 3, 2022 regarding a Zoning Bylaw Text Amendment Bylaw that requires reading consideration;

AND THAT the Zoning Bylaw Text Amendment Application TA22-0003, located at 2605 O'Reilly Road, Kelowna BC, be forwarded to a Public Hearing for further consideration.

#### Purpose:

To give Bylaw No. 12434 first reading for a site-specific text amendment for the subject property.

#### Background:

Council considered a site-specific text amendment for 2605 O'Reilly Road on August 22, 2022 and passed a resolution in support of the site-specific amendment. The corresponding bylaw must receive first reading prior to being forwarded to a public hearing. Note that following adoption of the new Zoning Bylaw on September 26, 2022, the site-specific text amendment is to amend the Zoning Bylaw No. 12375 instead of Zoning Bylaw No. 8000.

#### Previous Council Resolution

Resolution	Date
THAT Zoning Bylaw Text Amendment Application No. TA22-0003 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Development Planning Department dated August 22, 2022 for Lot 1 Section 16 Township 26 ODYD Plan KAP71228 located at 2605 O'Reilly Road, be considered by Council	August 22, 2022

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: N. Beauchamp, Legislative Technician

**Approved for inclusion:** S. Fleming, City Clerk

CC:

**Development Planning** 

# Schedule A – Proposed Text Amendments – TA22-0003 Zoning Bylaw No. 12375

No.	Section	Current Wording	Proposed Wording	Reason for Change
1.	Footnotes (Section 10.3) – Permitted Land Uses	See Chart A	See Chart B	To allow for an animal clinic, major to be placed on a lot less than 20,000 m².

## Chart A:

	Section 10.7 - Site Specific Regulations				
Uses and	regulations apply t	o the A1 – Agricu	lture 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 m² (272 ft²) indoor and 34.6 m² (372 ft²) 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.		

## Chart B:

	Section 10.7 - Site Specific Regulations				
Uses and	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 m² (272 ft²) indoor and 34.6 m² (372 ft²) 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.		
Uses and	Uses and regulations apply to the RR1 – Large Lot Rural Residential zone on a site-specific basis as follows:				
	Legal Description	Civic Address	Regulation		
1.	Lot 1 Section 16 Township 26 ODYD Plan KAP71228	2605 O'Reilly Rd	To allow for an animal clinic, major to be placed on a lot less than 20,000 m <sup>2</sup> .		

#### **CITY OF KELOWNA**

# TA22-0003 2605 O'Reilly Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375, Section 10 – Agriculture & Rural Residential Zones, Section 10.7 – Site Specific Regulations be amended by adding in its appropriate location the following:

"Uses and regulations apply to the RR1 – Large Lot Rural Residential zone on a site-specific basis as follows:

	Legal Description	Civic Address	Regulation
1.	Lot 1 Section 16 Township 26 ODYD Plan KAP71228	2605 O'Reilly Rd	To allow for an animal clinic, major to be placed on a lot less than 20,000 m <sup>2</sup> .

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

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor
 City Clark
City Clerk

## REPORT TO COUNCIL



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Development Planning Department

" BC1244290

**Address:** 705 Raymer Rd **Applicant:** Urban Options Planning Corp.

**Subject:** Rezoning Application

**Existing OCP Designation:** S-RES – Suburban Residential

**Existing Zone:** RU1c – Large Lot Housing with Carriage House

**Proposed Zone:** RU4 – Duplex Housing

#### 1.0 Recommendation

THAT Rezoning Application No. Z22-0046 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 2 District Lot 358 ODYD PLAN EPP74249, located at 705 Raymer Rd, Kelowna, BC from the RU1c – Large Lot Housing with Carriage House zone to the RU4 – Duplex Housing zone, be considered by Council.

#### 2.0 Purpose

To rezone the subject property from the RU1c – Large Lot Housing with Carriage House zone to the RU4 – Duplex Housing zone to facilitate the construction of two dwellings in a semi-detached form.

#### 3.0 Development Planning

Staff support the proposed rezoning application to RU4 – Duplex Housing to facilitate the construction of two dwellings in a semi-detached form. The proposal meets the intent of the Official Community Plan (OCP) and the Future Land Use Designation of S-RES – Suburban Residential, which speaks to the accommodation of two dwelling growth. The application meets several Official Community Plan policies including ground oriented housing development and sensitive infill. The property is connected to City sanitary sewer and is within the Permanent Growth Boundary.

#### 4.0 Proposal

#### 4.1 <u>Project Description</u>

The proposed rezoning from RU1c to RU4 is to facilitate the development of a semi-detached dwelling. The applicant has submitted a site plan showing the conceptual layout of the development. The proposal has been designed with a shared driveway to meet the maximum road frontage width requirement of 6.0 m. Both units contain a 2-car garage for parking. The proposal includes an abundance of private outdoor space for both units at the rear. The land use is consistent with the surrounding neighbourhood and creates sensitive infill in the neighbourhood. The application indicates that the proposed RU4 land use is consistent with the Official Community Plan and the development concept can be constructed to meet all Zoning Bylaw Regulations without any variances.

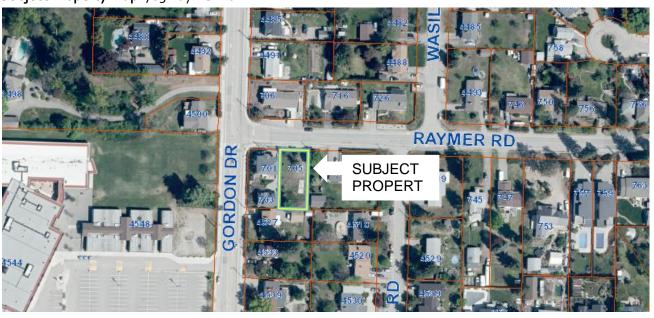
#### 4.2 Site Context

The subject property is located within the North Mission – Crawford OCP District, and the surrounding area is largely comprised of parcels zoned RU1 – Large Lot Housing and RU2 – Medium Lot Housing. The property is in close proximity to Okanagan Mission Secondary School across Gordon Dr to the west. The lot has an area of 716.18 m² and is currently vacant.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single Family Dwelling
East	RU1 – Large Lot Housing	Single Family Dwelling
South	RU1 – Large Lot Housing	Single Family Dwelling
West	RU1c – Large Lot Housing with Carriage	Single Family Dwelling and Carriage
West	House	House

#### Subject Property Map: 705 Raymer Rd



#### 5.0 Current Development Policies

#### 5.1 <u>Kelowna Official Community Plan (OCP)</u>

Objective 7.2 Desig	n Suburban Neighbourhoods to be low impact, context sensitive and adaptable			
Policy 7.2.1 Ground Oriented Housing	Consider a range of low-density ground-oriented housing development to improve housing diversity and affordability and to reduce the overall urban footprint of Suburban Neighbourhoods. Focus more intensive ground-oriented housing where it is in close proximity to small scale commercial services, amenities like schools and parks, existing transit service and/or active transportation facilities			
	The subject property is located near transit routes with access to parks and in close proximity to Okanagan Mission Secondary School. The lot is fully serviced and is an ideal location for a slight increase in density.			
Objective 7.3 Desig	n Suburban Neighbourhoods to be inclusive, safe, and foster social interaction			
Policy 7.3.1 Private Open Space	Encourage the development of private open space amenities as part of new multi unit residential development in Suburban Neighbourhoods			
	Private open space has been provided at the rear for both units.			
Objective 7.6 Supp	Objective 7.6 Support a Variety of Low-Density Housing			
Policy 7.6.1 Family Friendly Multi-	Encourage multi-unit developments near schools to include a variety of unit sizes, including three or more bedrooms.			
Unit Housing	The proposal consists of two-dwelling housing, composed of 3 bedrooms per dwelling and is located near Okanagan Mission Secondary School.			

#### 6.0 Application Chronology

Date of Application Accepted: July 13, 2022

Date Public Consultation Completed: August 16, 2022

**Report prepared by:** Sara Skabowski, Planner 1

**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: Applicant Rationale and Conceptual Site Plan



ATTACHMENT A

This forms part of application

# Z22-0046

City of Kelowna

Initials SS

July 12, 2022

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

Application to Rezone the Property from RU1c – Large Lot Housing to RU4 – Duplex Housing at 705 Raymer Road.

Dear Planning Staff,

The purpose of this application is to rezone the subject property from RU1c – Large Lot Housing to RU4 – Duplex Housing to facilitate the construction of two dwellings in a semi-detached form. Context photos are provided to show the current configuration of the neighbourhood. The lot area is sufficient at 716.18m² and can easily support two-dwelling housing. All regulations and setbacks under the RU4 zone have been met as part of this application.

The proposal has been strategically designed with a shared driveway to meet the maximum road frontage width requirement of 6.0m. Both units contain a 2-car garage for parking. The property contains an abundance of outdoor space, allowing for 104.98m² of private open space for the east unit and 91.88m² for the west unit. There is additional outdoor open space in the front and side yards.

This proposal conforms to the 2040 OCP – Future Land Use direction of *Suburban Residential*, as two-dwelling residential is a supported use. In addition, the following pillars are met:

1. Stop planning new suburban neighbourhoods.

Creating sensitive infill within existing neighbourhoods reduces the desire for new suburban neighbourhoods to be planned. In turn, those who wish to rent or purchase a new dwelling can do so without constructing a new single-family home in a new neighbourhood.

2. Promote more housing diversity.

The Suburban Residential Future Land Use designation allows for a range of housing forms within existing suburban neighbourhoods. Two-dwelling housing is a great way to utilize the existing property and services to create a diverse housing option in a neighbourhood which is located nearby amenities such as schools and parks.

3. Protect our environment.

Constructing two-dwelling housing an existing building envelope reduces the need for environmental impacts such as blasting, site grading, and tree removal on undeveloped lots.

In the immediate neighbourhood within a 400m radius, there are 7 properties which are zoned RU4. In addition, there are multiple properties which have been rezoned to RU2 or RU1c to increase the density of the neighbourhood. We believe the application is beneficial to the community for multiple reasons.

Firstly, the application will allow for upgrades in a neighbourhood which is experiencing sensitive redevelopment with the adoption of the 2040 OCP. The landowner is constructing the dwellings to increase the housing stock in a desirable area of Kelowna. Secondly, the property is situated near amenities such as the shopping centre at 4600 Lakeshore Road, H20 Fitness Centre, and the Capital News Centre. Gordon Drive, a 2-lane major arterial is nearby to the subject property, providing an opportunity for cycling and public transit. Lastly, the subject property is located 40.0m from Okanagan Mission Secondary School, and within 1.0km of Dorothea Walker and Anne McClymont Elementary Schools. Multiple parks such as Mission Ridge and Woodhaven are located nearby, making the subject property an excellent location for growing families who prefer to live in close proximity to schools and parks.

We believe this project creates sensitive infill in an area of Kelowna with great potential. For any questions regarding the application, please contact Urban Options Planning Corp. at the undersigned.

Regards,

Urban Options Planning Corp.
By its authorized signatory, Birte Decloux, RPP MCIP



**LIST OF DRAWINGS:** 

**SHEET INDEX:** 

1 COVER SHEET, SITE PLAN

## **PROJECT INFO:**

705 RAYMER ROAD **ZONING**: KELOWNA, B.C.

**Legal Description:** PID: 030-406-609 Lot: 2

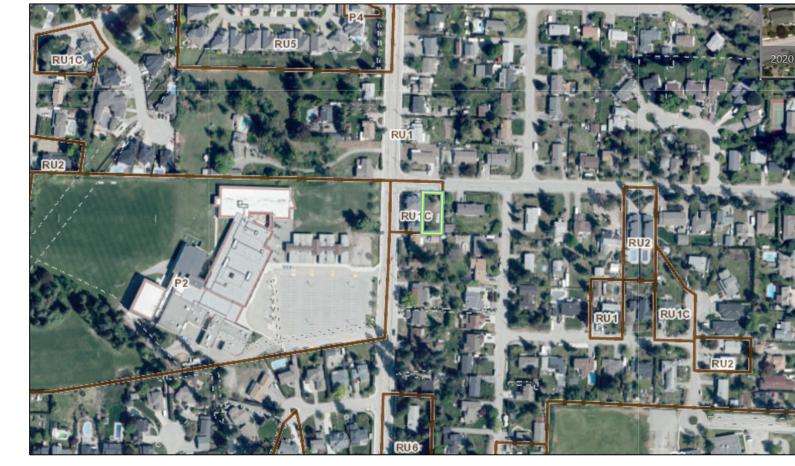
LOT AREA:

**BUILDING FOOTPRINT AREA:** 286.3 m2

716.18 m2

LOT COVERAGE: 39.97%

PROPOSED HEIGHT: 7.138m



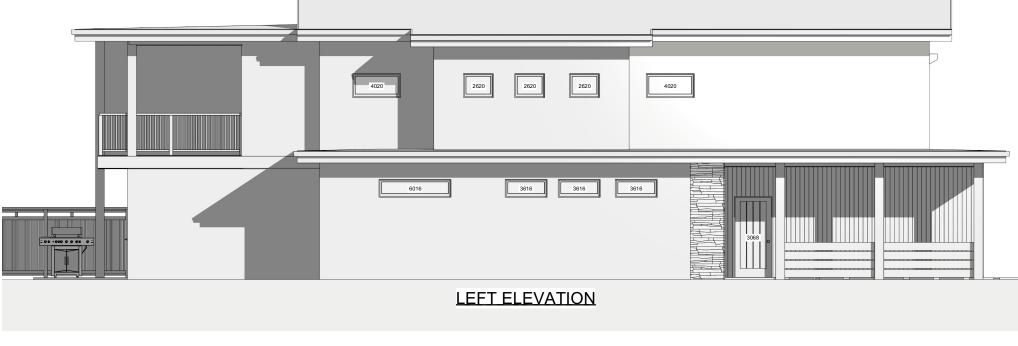
**VICINITY MAP** 

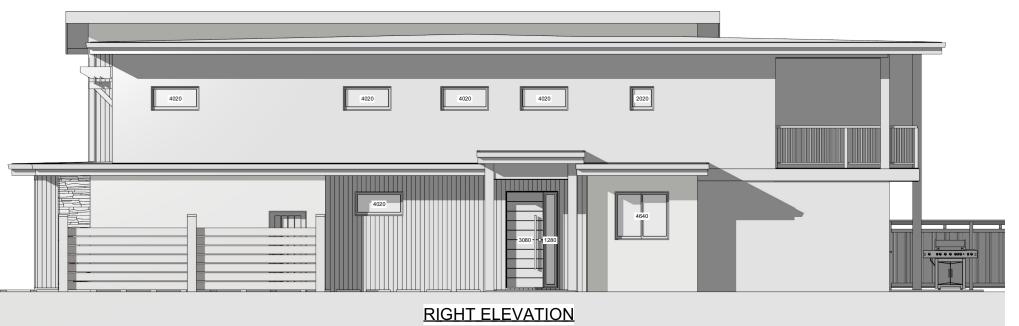


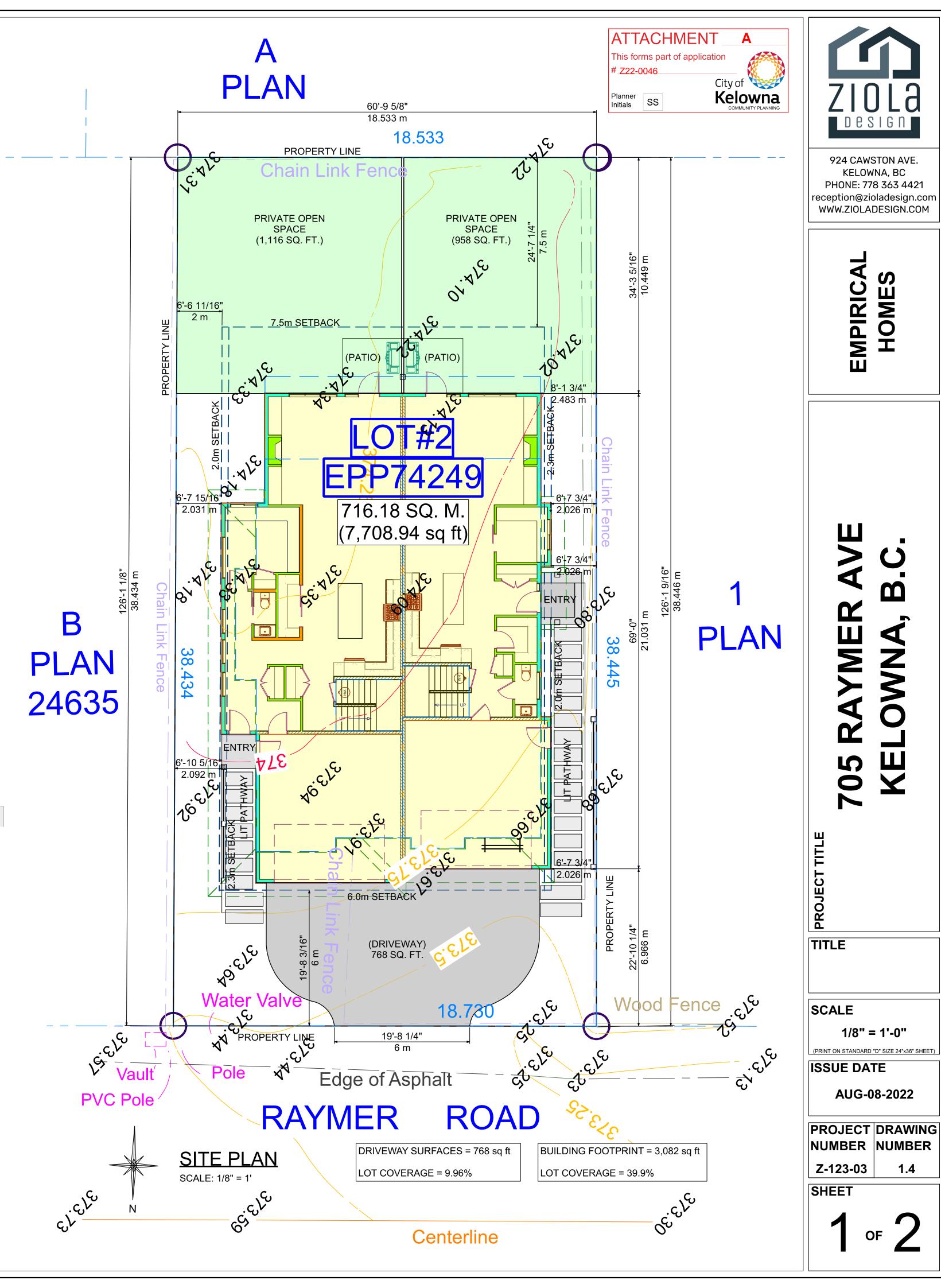












\*\* NOTE \*\*
SUBJECT TO CHANGE,
FOR REVIEW ONLY.

1.4

OF

EMPIRIC/ HOMES





## Proposal

➤ To rezone the subject property from RU1c - Large Lot Housing with Carriage House to RU4 — Duplex Housing

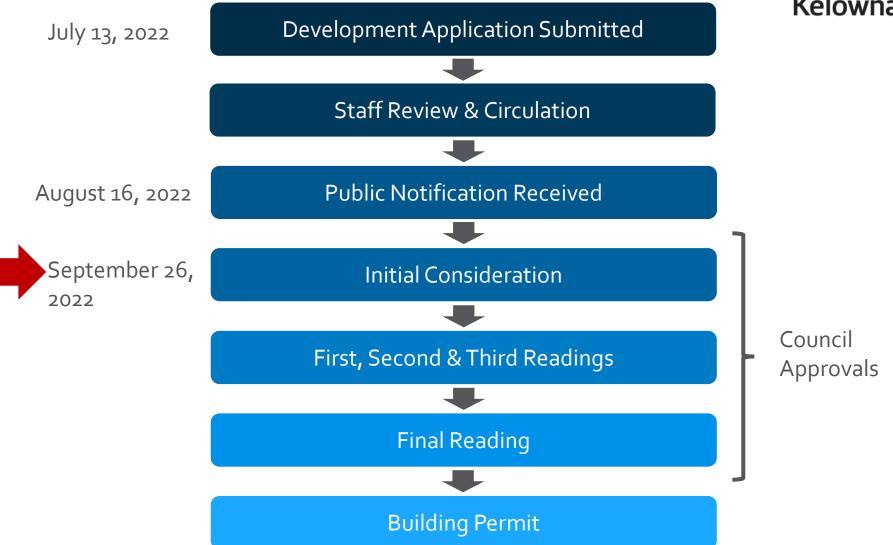


## RU4 – Duplex Housing

- ▶ Previously the RU6 Two Dwelling Housing zone
- ► The purpose is to provide a zone for duplex development
- ► Additional subzone designations have been included in the RU4 zone: Duplex housing
  - with boarding and lodging (RU4b)
  - with heritage commercial (RU4hc)
  - with child care centre, major (RU4cc)

### **Development Process**

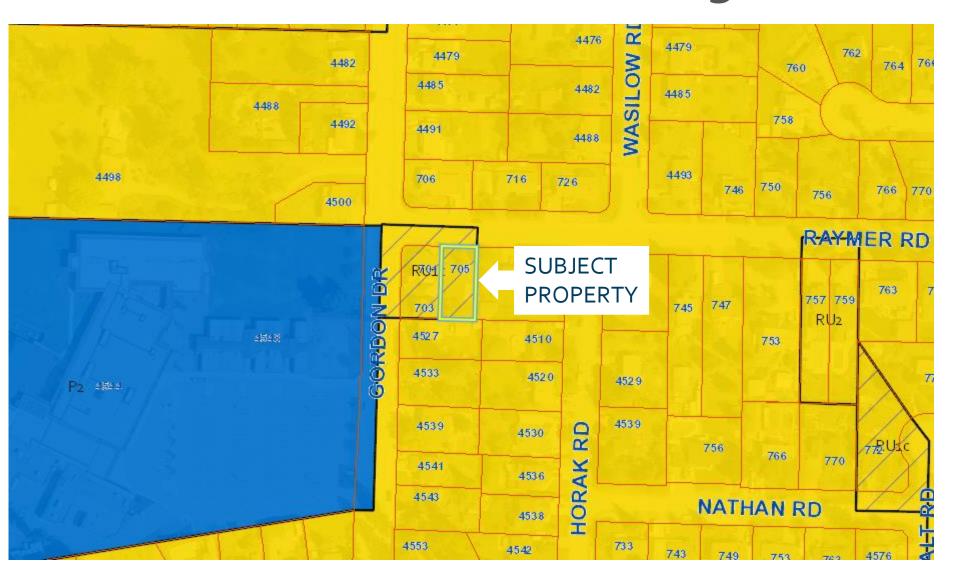




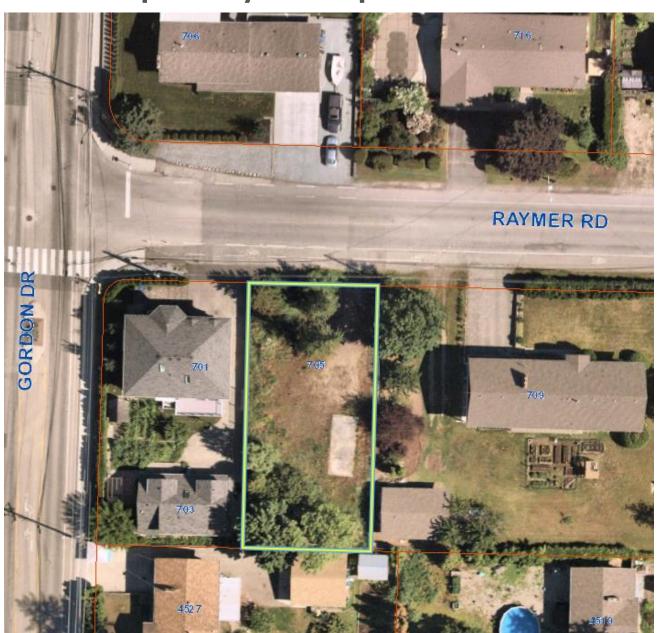
## Context Map



## OCP Future Land Use / Zoning



# Subject Property Map

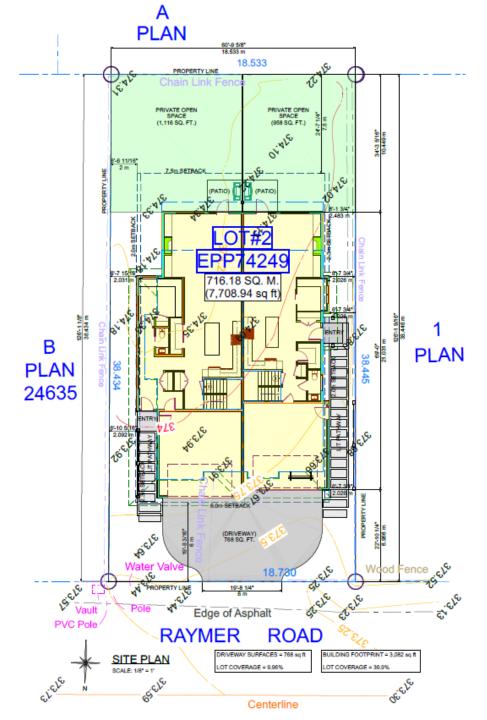




## Project details

- ▶ The property is 716.18 m2 and meets the minimum lot size, width and depth of the RU4 zone.
- Proposal is to facilitate a semi-detached duplex, with abundance of private open space in the rear yard.
- ► The conceptual development is proposed to meet all Zoning Bylaw Regulations.

## Site Plan





### Staff Recommendation

- ▶ Development Planning Staff recommend support of the proposed Rezoning:
  - Subject property is within the Permanent Growth Boundary.
  - ► Meets the Future Land Use Designation of S-RES Suburban Residential.



### Conclusion of Staff Remarks

#### REPORT TO COUNCIL



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Development Planning

PC Urban (1605 Gordon Drive)

**Application:** Z22-0020 **Owner:** Holdings Corp., Inc.No.

BC1316531

PC Urban (1605 Gordon Drive)

**Address:** 1603 – 1615 Gordon Dr **Applicant:** Holdings Corp. Inc. No.

BC1316531

**Subject:** Rezoning Application

**Existing OCP Designation:** C-NHD – Core Neighbourhood

**Existing Zone:** CA1 – Core Area Mixed Use

**Proposed Zone:** CA1r – Core Area Mixed Use Rental Only

#### 1.0 Recommendation

THAT Rezoning Application No. Z22-0020 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 DL 137 ODYD Plan 8837 Except Plan H16278, located at 1603 – 1615 Gordon Dr, Kelowna, BC from the CA1 – Core Area Mixed Use zone to the CA1r – Core Area Mixed Use Rental Only zone be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated October 3, 2022;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the registration of a 219 Restrictive Covenant on title ensuring Child Care Centre Use in perpetuity;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subject property.

#### 2.0 Purpose

To rezone the subject property from the CA1 – Core Area Mixed Use zone to the CA1r – Core Area Mixed Use Rental Only zone to facilitate the development of long-term rental Apartment Housing with Child Care Centre Major.

#### 3.0 Development Planning

Staff are supportive of the rezoning application to add the subzone "r" Rental Only to the currently zoned CA1 – Core Area Mixed Use property as it will facilitate the development of long-term rental Apartment Housing with Child Care Centre Major. The "r" designation provides a bonus FAR of 0.3 and a parking reduction of 10%, it does not permit short term rentals as a primary use. It is consistent with several OCP objectives regarding strategically locating community services in the Core Area and promoting housing diversity through rental tenure. Should Council support the rezoning, Staff will bring forward a Development Permit and Development Variance Permit for Council consideration.

#### Proposal

#### 3.1 Background

The subject property currently has a single storey building on site with office uses and a daycare. A key objective that Staff identified during the pre-application stage was to ensure that Child Care Centre Major would be a component of the proposed redevelopment. To achieve this, the applicants initially applied for a Comprehensive Development Zone (CD 17) with a site-specific text amendment to increase the allowable Floor Area Ratio.

As a result of the adoption of the City of Kelowna Zoning Bylaw No. 12375, the subject property was up zoned to CA1 – Core Area Mixed Use Zone as it is located along a Transit Supportive Corridor and could achieve the same objectives as CD17 without a site-specific text amendment. It was determined that applying for the "r" subzone was a better solution to facilitate this community services-oriented development.

Staff paused this rezoning application until Zoning Bylaw No. 12375 was fully adopted, and it may now proceed for reading consideration.

#### 3.2 Project Description

The proposed project is a six-storey wood frame rental only apartment building atop a 2 level parkade. The uses include 192 units of rental Apartment Housing and Child Care Centre Major. Townhomes and the day care flank the street-level frontages on both Gordon Dr and Lawrence Ave, with primary vehicle access from the lower classification of street (Lawrence Ave).

This rezoning application triggered a road dedication on Gordon Dr to achieve transportation objectives outlined in the Transportation Master Plan. Staff are tracking some setback variances due to this road dedication, a height variance, and a site coverage variance. The variances will be addressed in a future Development Permit and Development Variance Permit applications.

The applicants held a Public Information Session on June  $2^{nd}$ , 2022, and a summary is provided as Attachment B.

#### 3.3 Site Context

The subject property is located north of Highway 97 at the SE corner of Gordon Dr. and Lawrence Ave. It is along a Transit-Supported Corridor and is therefore an appropriate location for the CA1r – Core Area Mixed

Use Rental Only Zone with a proposed height of 6 storeys. It is near Highway 97 and the Capri-Landmark Urban Centre.

There is a single and two dwelling residential neighbourhood to the east. The Official Community Plan (OCP) Future Land Use of C-NHD would allow for transitional multi-family development to occur in this area, and heights up to 4 storeys may be considered.

The property receives a walk score of 75 (Very Walkable), a Transit Score of 45 (Some Transit), and Bike Score of 83 (Very Bikeable).

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use	
North	C2rcs — Vehicle Oriented Commercial, retail cannabis sales CD17 — High Density Mixed Use Commercial	Mixed-Use	
East	RU4 – Duplex Housing	Single and Two Dwelling Housing	
South	CA1 – Core Area Mixed Use	Hotel	
West	MF <sub>3</sub> – Apartment Housing	Multi-Family Residential	





#### 4.0 Current Development Policies

#### 4.1 <u>Kelowna Official Community Plan (OCP)</u>

Objective 5.2 Focus residential density along Transit Supportive Corridors				
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 proposed development meets or exceeds the recommended population density for the Transit Supportive Corridor (548 people per hectare).			
Policy 5.2.2 Low Rise Corridor Development	Encourage low rise apartments and stacked townhouses up to six storeys in height in Core Area Neighbourhoods that front or directly about Transit Supportive Corridors. Consider lower heights for such projects where adjacent neighbourhoods are not anticipated to experience significant infill and redevelopment. Consider buildings above six storeys where the project is adjacent to higher capacity transit along Highway 97, a major intersection, or near an Urban Centre, with due consideration for the context of the surrounding neighbourhood.  This policy supports the proposed six storey apartment building along the Transit Supportive Corridor of Gordon Dr.			
Policy 5.2.5 Corridor Access and Consolidation	Encourage consolidation of properties and location of automobile accesses from lanes or side streets to reduce or eliminate the number of accesses directly			
Objective 5.4 Stra	tegically locate community services to foster greater inclusion and social			
Policy 5.4.1 Accessible Community Services	Prioritize services required to meet daily needs in the Village Centres first to create a more equitable and inclusive community while continuing to support such services throughout the Core Area. These services include, but not limited to:  • Medical, health and wellness services; • Child care facilities, schools and smaller library branches; • Places of worship and other community gathering spaces; • Food retail, services and programs; and • Banks and credit unions.  This project aligns with this OCP Policy through the provision of a Child Care facility.			
Policy 5.4.7 Child Care Spaces	Facilitate the development of childcare spaces throughout the <u>Core Area</u> including accessible, affordable, and inclusive spaces that meet the needs of the community.  The project facilitates the development of childcare spaces through a facility with a main entrance at ground level.			

	Objective 5.11 Increase the diversity of housing forms and tenure to create an inclusive,			
affordab	affordable, and complete Core Area.			
Policy	5.11.2	Encourage a range of rental and ownership tenures that support a variety of		
Diverse	Housing	households, income levels and life stages. Promote underrepresented forms of		
Tenures		tenure, including but not limited to co-housing, fee-simple row housing, co-ops,		
		and rent-to-own.		
		The proposed rental building features 1, 2, and 3 bedroom homes that represent a		
		diversity of housing forms.		

#### 5.0 Technical Comments

#### 5.1 <u>Development Engineering Department</u>

5.1.1 Please see Attachment "A" for the Development Engineering Memorandum.

#### 6.0 Application Chronology

Date of Application Accepted: March 10, 2022
Date of Public Information Session: June 2, 2022

**Report prepared by:** Trisa Atwood, Planner II

Reviewed by: Lydia Korolchuk, Urban Planning Manager

**Reviewed by:** Terry Barton, Development Planning Department Manager

**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

#### Attachments:

Attachment A: Development Engineering Memo Attachment B: Public Consultation Report Attachment C: Draft Site Plan and Rendering

#### **CITY OF KELOWNA**

#### **MEMORANDUM**

**Date:** March 21, 2022

**File No.:** Z22-0020

**To:** Planning and Development Officer (TA)

**From:** Development Engineering Manager (NC)

Subject: 1603-1615 Gordon Dr C4 to CD17

The Development Engineering Branch has the following comments and requirements associated with this Rezoning application to rezone Gordon Dr 1605 from C4 – Urban Centre Commercial to CD17 – Mixed Use Commercial High Density

#### 1. **GENERAL**

- a. The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.
- b. This proposed development may require the installation of centralized mail delivery equipment. Please contact Arif Bhatia, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0, (250) 859-0198, arif.bhatia@canadapost.ca to obtain further information and to determine suitable location(s) within the development.
- c. There is a possibility of a high water table or surcharging of storm drains during major storm events. This should be considered in the design of the onsite system.
- d. The proposed Development triggers a Traffic Impact Assessment (TIA). Prior to initiation of the TIA, Terms of Reference (TOR) must be established. The applicant's consulting transportation engineer shall contact the Development Engineering Technician for this development who, in collaboration with the City's Integrated Transportation Department, will determine the terms of reference for the study. Recommendations from the Traffic Impact Analysis (TIA) will become requirements of this development.
- e. These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation and Infrastructure (MoTI).

#### 2. DOMESTIC WATER AND FIRE PROTECTION

a. The subject lot is located within the City of Kelowna water supply area. The existing lot is currently serviced with a 25mm water services. Only one service will be permitted per legal lot.

- b. The Developer's Consulting Engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The bylaw requirement for this development is 150 L/s. If it is determined that upgrades to any existing water distribution system must be made to achieve the required fire flows, additional bonding will be required.
- c. An approved backflow protection devise must also be installed on site as required by the City Plumbing Regulation and Water Regulation bylaws.
- d. All fire flow calculations are to be shared with the Development Engineering Branch upon submittal of off-site civil engineering drawings.
- e. A Water meter is mandatory for this development and must be installed inside a building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The Developer or Building Contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department and prepare the meter setter at their cost.

#### 3. SANITARY SEWER SYSTEM

- a. Our records indicate that the subject lot is currently with serviced with one 100-mm diameter sanitary sewer service. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs.
- b. Only one service will be permitted per lot, the applicant will arrange for the removal and disconnection of the existing services and the installation of one new larger service at the applicants cost if required.
- c. If one of the existing service connections are to be utilized it must be completed with an inspection chamber (c/w Brooks Box) as per SS-S7 & SS-S9.
- d. Connection of new sanitary service to AC sewer main within Gordon Dr must adhere to WorkSafe BC approved procedures. Overbuild manhole will not be permitted.
- e. Any site compaction, pre-loading or base densification requires all underground municipal infrastructure to be video'd, survey elevations etc on all sides prior to said work and again after works are done to determine if any damage is caused as a result.

#### 4. STORM DRAINAGE

- a. The property is located within the City of Kelowna drainage service area. For onsite disposal of drainage water, a hydrogeotechnical report will be required, complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems.
- b. Provide the following drawings:
  - i. A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
  - ii. A detailed Stormwater Management Plan for this subdivision; and,

- iii. An Erosion and Sediment Control Plan is to be prepared by a Professional Engineer proficient in the field of erosion and sediment control. The plan is to be prepared as per section 3.14 of Schedule 4 of Bylaw 7900. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.
- c. On-site detention systems are to be compliant with Bylaw 7900, Schedule 4, Section 3.11.1 *Detention Storage*.
- d. As per Bylaw 7900, Schedule 4, Section 3.1.3 *Climate Change*, the capacity of storm works will include an additional 15 percent (15%) upward adjustment, and applied to the rainfall intensity curve stage (IDF) in Section 3.7.2.
- e. Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- f. Register right of ways on private properties for all the storm water infrastructure carrying, conveying, detaining and/or retaining storm water that is generated from the public properties, public road right of ways, and golf course lands.
- g. Identify clearly on a contour map, or lot grading plan, all steep areas (>30 %). Provide cross sections for all steep areas at each property corner and at locations where there are significant changes in slope. Cross sections are to be perpendicular to the contour of the slope. Show the proposed property lines on the cross sections. Not all areas have a clear top of bank; and therefore, field reconnaissance by City staff and the applicant may be needed to verify a suitable location for property lines.
- h. If individual lot connections are required, ensure that payment of connection fees has been completed (please provide receipt).
- i. Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. Design must include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns and flood protection redundancies. These design aspects must be reviewed and accepted by the City Engineer.

#### 5. ROAD IMPROVEMENTS

- a. Gordon Drive must be upgraded to a full urban standard along the full frontage of the subject property Gordon Dr. and a portion of Lawrence Ave. curb and gutter, sidewalk to be move to new property line, LED street lighting, landscaped and irrigated boulevard, pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. Road cross section will be provided to consulting engineer, upon request, at time of detailed offsite design.
- b. Lawrence Ave fronting this development site is urbanized but the existing curb and sidewalk are in a deteriorated state. The upgrades to Lawrence Ave. that are required are new sidewalk removal and reconstruction, repaving Lawrence Ave from Center Line to Gutter line as well as the re-location or adjustment of any existing utility appurtenances if required to accommodate the upgrading construction.
- c. One driveway access to be installed at the East end of development.

- d. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IIABC, are to be included as a line item in the estimate for the Servicing Agreement performance security. Landscape and irrigation plans require approval by the Development Engineering Branch at the same time as other "issued for construction" drawings.
- e. Streetlights must be installed on all public roads. All streetlighting plans are to include photometric calculations demonstrating Bylaw 7900 requirements are met and approval by the Development Engineering Branch at the same time as other "issued for construction" drawings.

#### 6. POWER AND TELECOMMUNICATION SERVICES

- a. All proposed distribution and service connections are to be installed underground. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.
- b. If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.
- c. Re-locate existing poles and utilities, where necessary including within lanes. Remove aerial trespass(es).

#### 7. **GEOTECHNICAL STUDY**

- a. Provide a comprehensive geotechnical report (3 copies), prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.
- b. The Geotechnical reports must be submitted to the Planning and Development Services Department (Planning & Development Officer) for distribution to the Works & Utilities Department and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.
  - i. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
  - ii. Site suitability for development.
  - iii. Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
  - iv. Any special requirements for construction of roads, utilities, and building structures.
  - v. Recommendations for items that should be included in a Restrictive Covenant.

- vi. Recommendations for roof drains and perimeter drains.
- vii. Recommendations for erosion and sedimentation controls for water and wind.
- viii. Recommendations for friction piles below the water table (if applicable)
- ix. Recommendations for construction excavation and dewatering
- x. Any items required in other sections of this document.
- c. Should any on-site retaining walls surpass the following limits, an Over Height Retaining Wall Permit will be required:

"Retaining walls on all lots, except those required as a condition of subdivision approval, must not exceed a height of 1.2 m measured from natural grade on the lower side, and must be constructed so that any retaining walls are spaced to provide a 1.2 m horizontal separation between tiers. The maximum number of tiers is two with a maximum total height of 2.4 m. Any multi-tier structure more than 2 tiers must be designed and constructed under the direction of a qualified professional engineer."

The design of all retaining walls is to conform with Engineer & Geoscientists British Columbia's Professional Practice Guidelines for Retaining Wall Design. Submission requirements for the Over Height Retaining Wall Permit include Engineer of Record documents (Appendix A of Retaining Wall Design Guideline) and any necessary independent reviews (as per EGBC's Documented Independent Review of Structural Designs).

- d. Any modified slopes having a finished slope greater than 2H:V1 (50%) and an elevation change greater than 1.2 m must be installed under the direction of a qualified professional engineer.
- e. Any exposed natural rock surface on a lot that has the potential for materials to displace causing a hazardous condition, must be reviewed by a qualified professional engineer with the appropriate and measures undertaken as prescribed by the engineer. For adequate Rockfall Protection adjacent to walls and rock cuts, please consider BC MoTI Supplement to TAC Geometric Design Guide 440, page 440-8, which outlines a ditch bottom width depending on wall height. Sidewalks and utilities should be kept out of this protection area. Additional ROW may be required.

Where walls are on the high side, the City's preference is that the walls remain setback and on private property. Where the walls hold up a public road, the City's preference is that additional dedication be provided, and the walls be owned by the City. Please design any geogrids or tie-backs so that they do not encroach into the required road ROW.

f. The proposed development is located in an area with a high and fluctuating groundwater table and presumably without a bedrock base. If friction piles are to be employed, a hydrogeotechnical report or other reports as necessary must be prepared by a Professional Engineer and provide recommendations for dewatering, mitigation measures against settlement of adjacent properties, bouyancy, sealing of structures below the water table, and constructability.

#### 8. ROAD DEDICATION/SUBDIVISION REQUIREMENTS

- a. The existing Gordon Drive ROW is 24.4m. A 2.80m dedication along the entire frontage of Gordon Dr is required to achieve a ROW width of 30.0m. To support the future double-left turn on Gordon at Hwy 97, additional ROW dedication is required, beginning 20m north of the south property line, tapering to an ultimate width of 3.60m at the south property line.
- b. Indicate on the site, the locations of the garbage and recycle bins. Provide turning movements for a MSU vehicle to confirm manoeuvrability on site without requiring reverse movement onto Gordon Dr or Lawrence Ave
- c. No driveway access will be permitted to Gordon Dr All vehicular access to the development site is to be provided from Lawrence Ave.
- d. Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.

#### 9. DESIGN AND CONSTRUCTION

- a. Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b. Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c. Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d. A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e. Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

#### 10. <u>SERVICING AGREEMENT FOR WORKS AND SERVICES</u>

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

#### 11. CHARGES AND FEES

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

Nelson Chapman P.Eng.

Development Engineering Manager

RO





1605 Gordon Drive, Kelowna, BC Public Consultation Report – Spring, 2022 Application # Z22-0020, DP22-0063, DVP22-0064, TA22-0004

#### Introduction

PC Urban has submitted the above-noted applications to the City of Kelowna for the development of a 192 market-rental residential project at 1605 Gordon Drive. The following is a summary of the public consultation activities that were undertaken in support of the application during the period of April-June, 2022.

Copies of all display materials, neighbourhood notification materials and public comments are attached to this summary report.

#### One-on-One Neighbourhood Meetings:

In late April and early May, 2022 PC Urban completed an introductory neighbourhood 'walk around' – in order to introduce the project, to ensure that immediate neighbours were informed on details of the application and had an opportunity to ask questions and understand the opportunities for providing input in conjunction with the public approvals process. Where neighbours were not available, copies of a project information sheet and an introductory letter were left behind. Follow up meetings were offered for any neighbours who voiced concerns. To date, the team has received no email or telephone inquiries.

Noighbourhood Stakoholder	Action		
Neighbourhood Stakeholder	1.55555		
Centennial Place Neighbours	All addresses door-knocked. Neighbour letters delivered. Several		
1101, 1121, 1131, 1141, 1151, 1102,	conversations yielded no concerns and mostly 'thanks' for letting me		
1122, 1132, 1142, 1148	know. One neighbour questioned loss of daycare. One immediate		
	neighbour indicated he would probably sell.		
Accent Inn Property - 1140 Gordon	PCU team in dialogue.		
1070/1080 Harvey (Hotel)	Project information, neighbour letter delivered to Michael (GM).		
Royal Oak Apartments – 1610 Gordon	Project information and letter delivered by mail to 3 resident		
	representatives on behalf of all owners.		
Mediterranean Market - 1570	Project information sheet, neighbourhood letter delivered in person.		
Gordon			
Retail/Residential – 1115/1125	Project information, neighbour letter delivered by mail to building		
Bernard	manager, retail tenants.		
1075 Bernard Apartments	Project information, neighbour letter delivered to each unit.		
	Conversations with 3 residents.		
1100 Lawrence (Legacy Tower – retail)	Project information delivered to each business.		
Legacy Tower (Residential)	Project information sent electronically to building manager (Associated		
	Property Management). PC Urban in dialogue with building owner.		
1153 Bernard – Rochana Place	All units door-knocked. Project information/letter delivered to all units.		
Residences	Conversations with 3 residents, (no interest/concern).		
Building Blocks Daycare	PCU team discussing plans, timelines, impacts.		

#### **Public information Session:**

in compliance with the City of Kelowna policy, on June 2nd, the project team hosted a 2-hour Public Information Meeting (PIM) to share development plans with the neighbourhood/community and to gain feedback on the proposal.

Date: Thursday, June 2<sup>nd</sup>, 2022

Time: 4:00 - 6:00pm

Location: First Baptist Church, 1309 Bernard Avenue, Kelowna, B.C

#### Notification:

The Public Information Session was advertised to the community by mail out (delivered to 2,912 recipients, extending approximately 250m from the site perimeter) and a newspaper advertisement placed in the Kelowna Capital News per the City's policy.

#### **Project Information:**

PC Urban displayed 12 project boards (copies attached) with all relevant project information, including details of proposed variances. A project information 'hand out' was also available to all attendees.

#### Attendance & Feedback:

Attendance at the meeting was sparse with 13 people attending (11 registered at the sign-in table). The Public Information Meeting followed an informal format, with 12 display boards positioned around the room, and 4 members of the project team available to speak to the material and answer questions. Comment sheets were made available and participants were encouraged to privately record their feedback on the proposal.

#### Comment Cards:

A total of one (1) comment card was completed and submitted, with the following feedback:

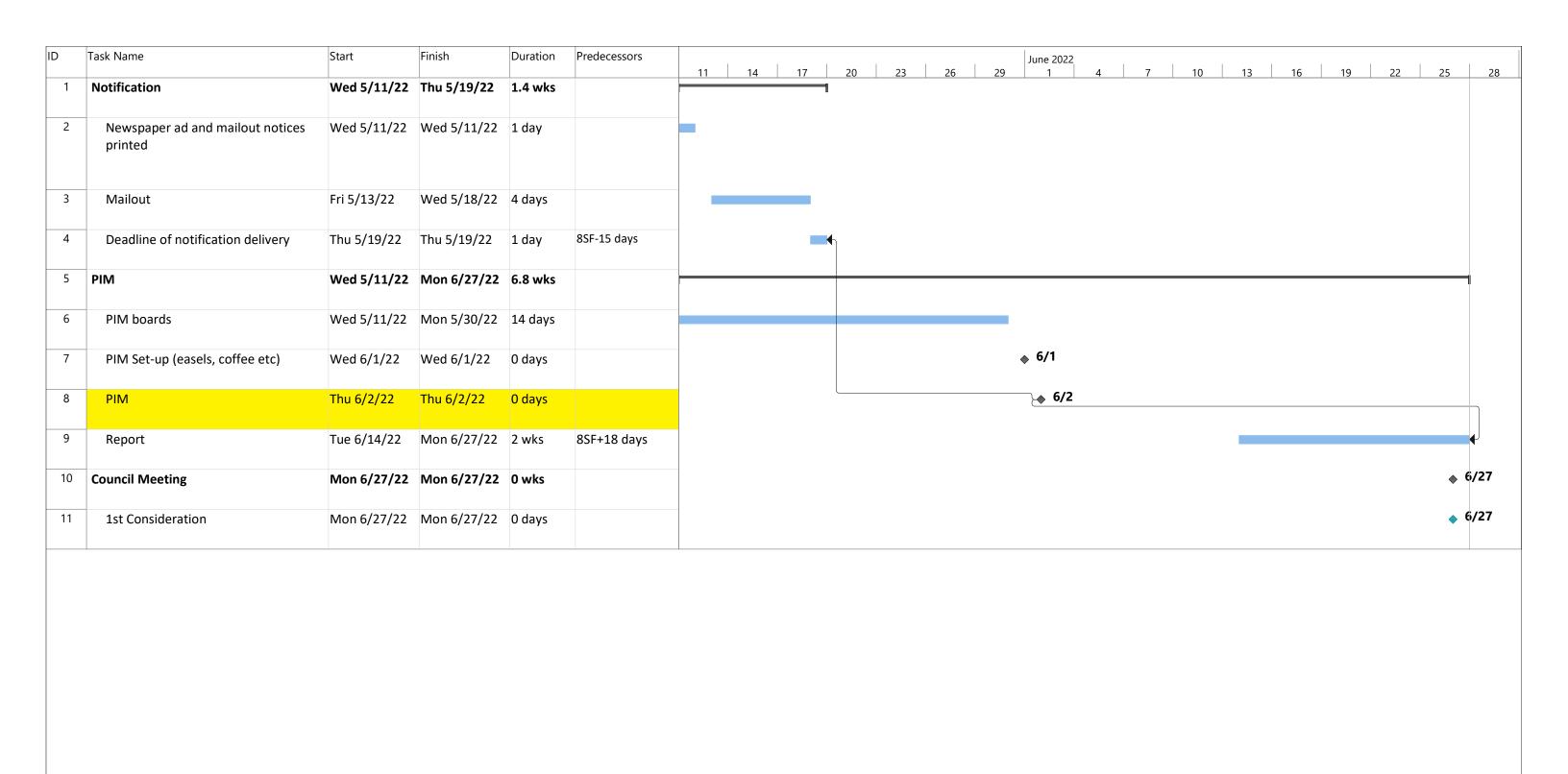
"Excellent project. Don't want to see downgrading of amenities at time of DVP and DP. Love the idea of solar, daycare, carsharing and EV."

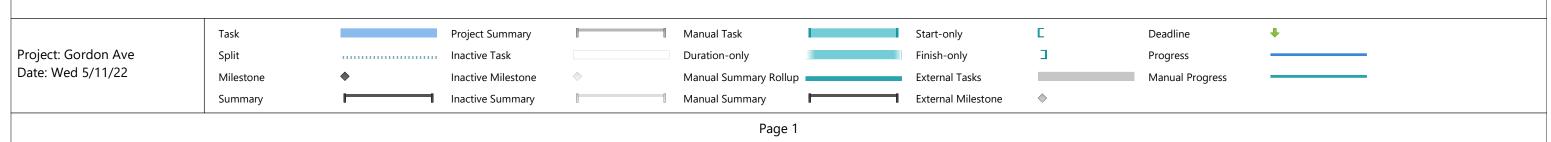
#### **Next Steps**

PC Urban will provide additional project information to immediate neighbours as required by policy and will continue to respond to questions and concerns from the neighbourhood and the community through the approvals process.

#### **Attachments**

- 1. Consultation Timeline
- 2. Neighbourhood Letter (delivered by hand and by mail)
- 3. Project Information 'Handout'
- 4. Public Information Meeting Kelowna Capital News Advertisement
- 5. Public Information Meeting Neighbourhood Notification (delivered by mail)
- 6. Public Information Meeting Information Display Boards (June 2, 2022)
- 7. Public Information Meeting Sign-In Sheets, Comment Card (1 received)







Dear Neighbour,

We dropped by to connect in person! Sorry we missed you.

The PC Urban planning team was in the area earlier today hoping to meet you and to provide you with information regarding our application to the City of Kelowna for the property at 1605 Gordon Drive (southeast corner of Lawrence and Gordon). We are proposing to zone the property to create a 192-unit, rental-residential project - with 1-, 2- and 3-bedroom suites suitable for families, professionals, and seniors. The project will also accommodate a new secured daycare facility onsite.

Our development application has been submitted to the City of Kelowna and we will be hosting a Public Information Meeting later in May which we hope you can attend. More information will be sent to the neighbourhood when the date is confirmed.

In the meantime, additional project information is available at <a href="www.pcurban.ca">www.pcurban.ca</a> or through the City of Kelowna website. If you cannot attend the Public Information Meeting and/or have feedback or questions, please contact us directly at <a href="mary.lapointe@telus.net">mary.lapointe@telus.net</a> or <a href="landuseplanning@shaw.ca">landuseplanning@shaw.ca</a>. We would be pleased to arrange a time to meet with you.

Best regards,

On behalf of PC Urban

Mary Lapointe/Kim McKechnie





#### 1605 Gordon Drive, Kelowna



PC Urban is working to bring 192 rental homes and a secured daycare facility for families to Kelowna at 1605 Gordon Drive

#### New Rental Housing -

- Provides 192 units of much needed marketrental housing in a central, walkable location.
- Provides a range of housing types, including 1, 2 & 3-bedroom homes and 9 at-grade townhomes suitable for **families**, **professionals and seniors**.
- 20% of units will be adaptable units.

#### Transportation & Accessibility -

- Located on a transit route.
- Parking provided in excess of bylaw.
- **Car share** services and memberships provided (MODO).
- Walkable/accessible to local shops & services.
- Excellent bicycle amenities, including repair station, wash station, secured storage.
- 20, Level 2 **EV chargers provided**; 100% of stalls roughed-in for additional EV.

#### Additional Amenities -

- Indoor amenities include gym, party room, coworking space. Outdoor amenities include urban agriculture, BBQ areas, children's play equipment, oversized dog-run.
- **Green building:** solar panels, electric vehicle chargers, Step Code 3 compliant.
- Public art proposed for Gordon & Later rence.

#### 1605 Gordon Drive, Kelowna



property re-imagined™



#### Application Information -

Proposed Land Use Designation is consistent with the 2040 Official Community Plan. The application has been submitted to the City with a request for minor variances regarding setbacks and site coverage.

#### Project Milestones -

March 2022: Rezoning application submitted to City of Kelowna. The application is under review.

June 2022: Public Information Meeting – June 2, 2022 at the First Baptist Church

September 2022: Early Input Council Meeting (initial consideration of the bylaw). Date TBD.

December 2022: Approval by Staff and Council (estimated) PC Urban has already completed The Lodges on Clement Ave and has nearly 500 rental homes completed across BC.

For more information, www.pcurban.ca



#### 1605 GORDON DRIVE, KELOWNA, BC

#### **UPCOMING PUBLIC INFORMATION SESSION**

Notice of Rezoning, Development Permit & Development Variance Permit Applications.

Mixed-Use Rental Residential Project.



#### **PUBLIC INFORMATION MEETING DETAILS**

Date: Thursday, June 2nd Time: 4:00pm - 6:00pm

Location: First Baptist Church - 1309 Bernard Avenue

The public is invited to view project information and provide feedback at an upcoming Public Information Session for our application to create a mixed-used rental project at 1605 Gordon Drive in Kelowna.

The proposal requires rezoning from the current C4 - Urban Centre Commercial Zone to CAIr - Core Area Mixed Use Rental Only Zone to accommodate approximately 192 units of market rental residential suites and a 3,645 square foot ground-floor daycare facility. The proposal also requires Development Permit and Development Variance Permit approvals.

#### FOR MORE INFORMATION, PLEASE CONTACT:

Developer City of Kelowna File Manager

Chris Karu Trisa Atwood

ckaruepcurban.ca tatwoodekelowna.ca



#### 1605 GORDON DRIVE, KELOWNA, BC

#### **UPCOMING PUBLIC INFORMATION SESSION**

Notice of Rezoning, Development Permit & Development
Variance Permit Applications.
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#### FOR MORE INFORMATION, PLEASE CONTACT:

#### **Developer**

Chris Karu ckaruepcurban.ca

#### City of Kelowna File Manager

Trisa Atwood tatwoodekelowna.ca

PC Urban is a Vancouver-based real estate development and investment company. The PC Urban team is a multidisciplinary group of dedicated individuals focused on maximizing unrealized potential for our clients, for our communities and for the properties we reimagine. PC Urban has developed over \$2.1 billion of projects across all asset classes. We currently have 2.4 million square feet of space under development including 891 residential units.



# Welcome!



# Thank you for attending our Public Information Meeting for Gordon Drive!

This meeting is an opportunity to introduce our proposal and gain insight from the community. Please take a moment to complete a comment card and share your thoughts with the project team.

Thank you!

": Pcurban

1605 Gordon Drive, Kelowna - Public Information Meeting Thursday, June 2™ 2022

PC Urban Properties Corp. - Developer

"Pcurban

The Team

Van der Zalm + Associates – Landscape Architects VDZ+A

VDZ+A is a team co masterolan, design,







# \*: Pcurban

**1605 Gordon Drive, Kelowna - Public Information Meeting** Thursday, June 2<sup>rd</sup> 2022

# The Proposal

PC Urban is proposing 192 secured, market rental homes in a 6-storey woodframe building over a two-level underground parkade located at 1605 Gordon Drive. The project is mixed-use and will include a new 3,645 sf daycare at the comer of Gordon Drive and Lawrence Avenue.



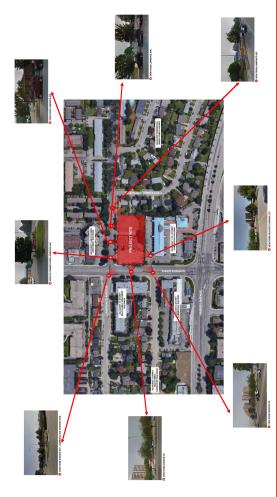


			_	
Residential – 185 proposed (165 required)	Visitor – 28 proposed (27 required) Daycare – 7 proposed (4 required)	Modo Car Share - 1 proposed (0 required)	164 proposed (148 required)	
Vehicle Parking			Bicycle Parking	
	Vehicle Parking Residential – 185 proposed (165 required)	Vehicle Parking Residential – 185 proposed (165 required) Visitor – 28 proposed (27 required) Davcare – 7 proposed (4 required)	Vehicle Parking Residential – 185 proposed (165 required) Visitor – 28 proposed (27 required) Daycare – 7 proposed (4 required) Modo Car Share – 1 proposed (0 required)	Vehirbe Parking (Residential – 165 proposed (165 required) Visitor – 28 proposed (27 required) Daycare – 7 proposed (4 required) Modo Car Share – 1 proposed (0 required) Bicycle Parking 164 proposed (148 required)



- CA1r Zone	Proposed	1.1m	4.4m	87%	
PROJECT VARIANCES - CA1r Zone	Required	Front (Gordon): 2.0m	Side (East): 6.0m	85%	
	tem	Minimum Setbacks		Site Coverage	

# **Area Context**



\*\* PCUTDAN 1605 Gordon Drive, Kelowna - Public Information Meeting

# Building Form and Character - Gordon & Lawrence

Building Form and Character - Gordon Drive



# Building Form and Character - Podium Courtyard



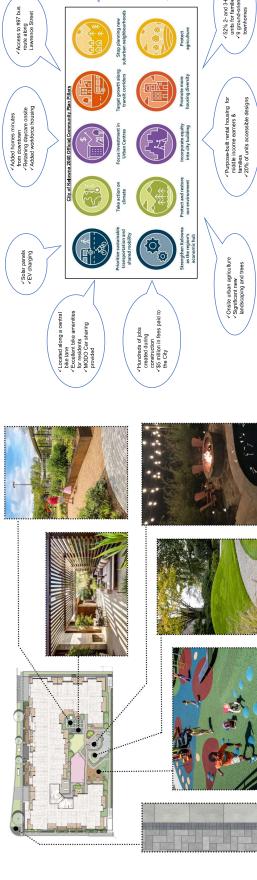
# Landscape Plan



"Pcurban

1605 Gordon Drive, Kelowna - Public Information Meeting Thursday, June 2nd 2022

# Landscape Plan



Centrally located in the heart of Kelowna
Infill urban development

# Community Benefits



\*\* PCUTDAN 1605 Gordon Drive, Kelowna - Public Information Meeting

**1605 Gordon Drive, Kelowna - Public Information Meeting** Thursday, June 2rd 2022

\*Pcurban

# **Next Steps**

Material Board



SEMENTIOUS PANEL WHITE

LAP SIDING LIGHT GREY

ALUMINUM SIDING WOOD TONE

LAP SIDING LIGHT GREY

# Thank you for attending our Open House!

Your feedback, insights and ideas are important to us. Please take a moment to fill out a comment card to share your feedback with the project team.

When you are finished, please return your comment card to the registration table.

### **Public Information Meeting**

#### 1605 Gordon Drive, Kelowna

June 2, 2022 @ 4:00 – 6:00 pm

Name	Email/Phone
Susan Peterson	
Michael Kerr	Kerrmichael 122 2 gmail-com
Bill + Urala LLRICH (3)	
TERRY COLONGARD	
Bam Loyerin	750-317-5252
Teresa Hogge	250-979-7254
LINDA CLARK	25 Ichosch@telus-net.
Mark Read	mowen.guriko@gmail.com
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### **Public Information Meeting**

### 1605 Gordon Drive, Kelowna

June 2, 2022 @ 4:00 – 6:00 pm

Name Lee Carey	Email/Phone
Lee Cover	
\$	
5.5	

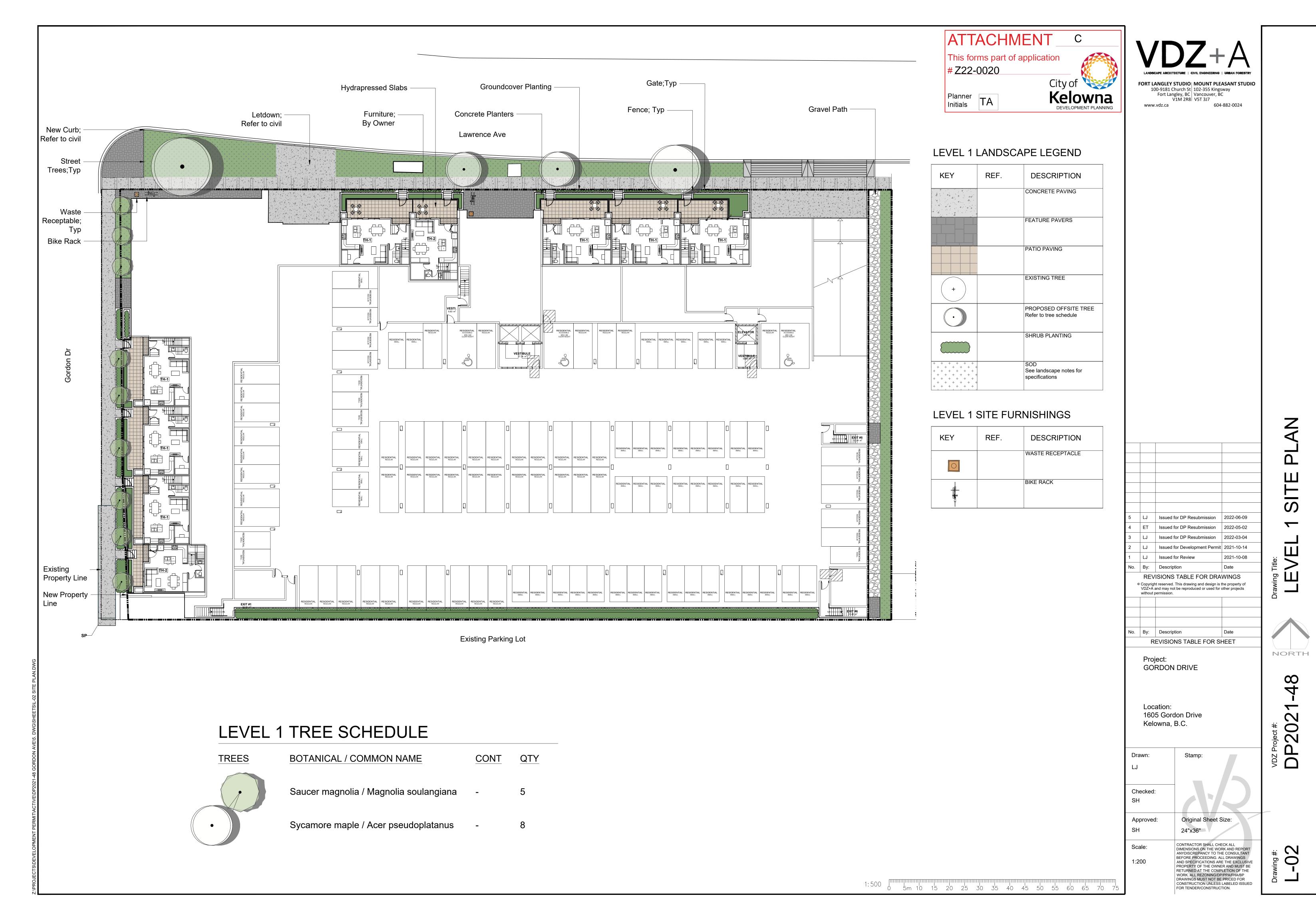


#### **COMMENT SHEET**

Gordon Drive Public Information Meeting June 2<sup>nd</sup>, 2022

Please provide any comments or feedback:		
· Exce	ellent project.	
o Do	not want to see downs amenities@ time of DVP	grading DP.
· Love Sho	e the idea of Solar, day caring of Ev.	Care, car
Contact Inform	mation:	
Name	LINDA CLARK.	
Address or Neighbourhood		
Phone 250	763-8081	
E-mail	Icbosch@telus.nd	
May we contac	ct you with future updates on this proposal?	Yes No

Please return your comment sheet to the Public Information Meeting registration table or by e-mail to <a href="mailto:ckaru@pcurban.ca">ckaru@pcurban.ca</a> by June 16<sup>th</sup>, 2022



**.** ---





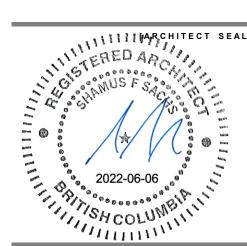
# Integra

ARCHITECTURE INC.

2330-200 Granville Street Vancouver, BC, V6C 1S4 www.integra-arch.com Telephone: 604 688 4220

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[PROJECT TEAM]



PC Urban

Gordon Rental

1605 Gordon Drive Kelowna, BC

4.

Perspective Corner of Gordon
+ Lawrence

24550	[PROJI
21550	[ SC
 June 6, 2022	[ D.
DP Resubmission	[188

A-0.600





### Proposal

➤ To rezone the subject property from CA1 – Core Area Mixed Use to CA1r – Core Area Mixed Use Rental Only to facilitate the development of longterm rental Apartment Housing with Child Care Centre Major.

### Development Process





### Context Map



#### Very Walkable

Most errands can be accomplished on foot.

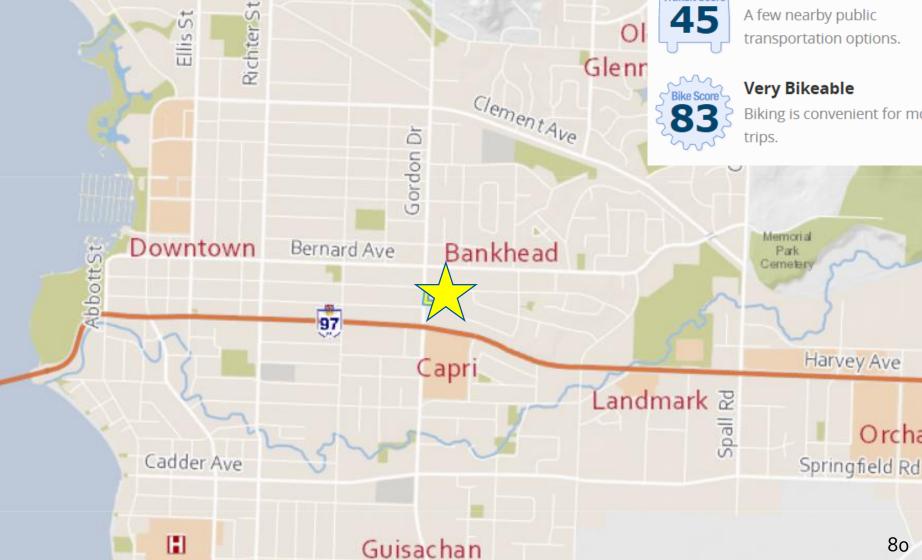


#### Some Transit

A few nearby public transportation options.

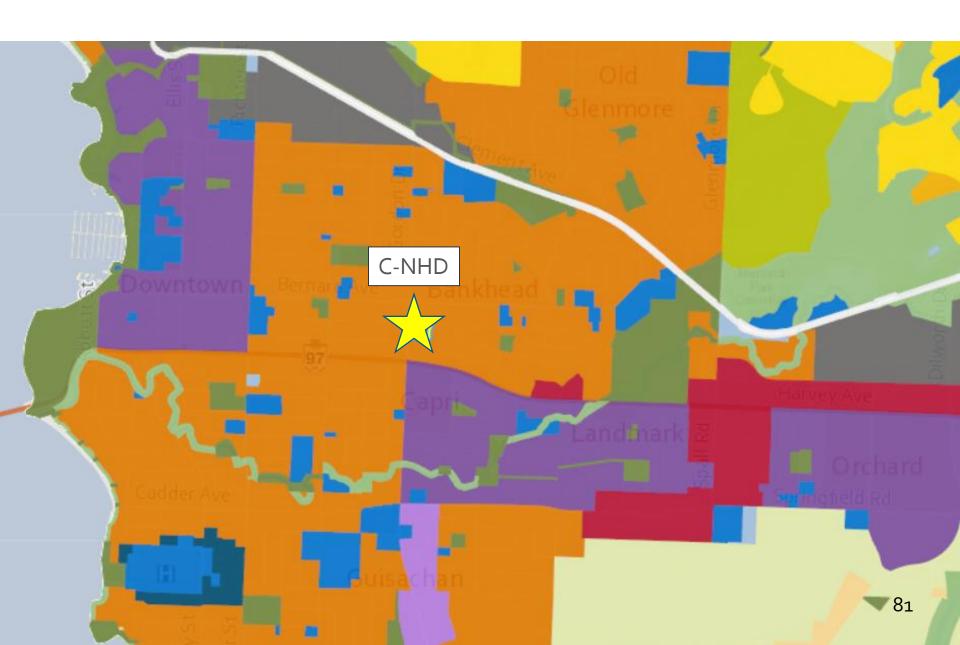
#### Very Bikeable

Biking is convenient for most



Orchard

### **OCP Future Land Use**



## Subject Property Map



### Site Photos

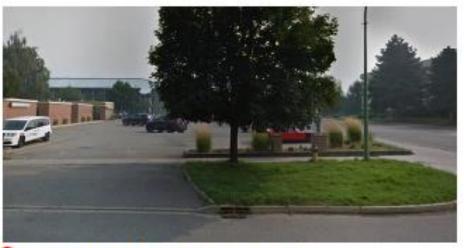




O VIEW FROM GORDON DR



5 VIEW FROM GORDON DR + LAWRENCE AVE INTERSECTION



O VIEW OF CORNER FROM LAWRENCE AVE

VIEW FROM GORDON DR



### CA1: Core Area Mixed Use

- ► CA1 is a new zone designed to provide mixed commercial and residential development within the Core Area and outside urban centres.
- ▶ Core Area Future Land Use
- ➤ Outside Urban Centres
- ▶ Up to 6 storeys on Transit Supportive Corridor
- ▶ Base FAR: 1.8
  - ▶ Public Amenity Bonus: 0.25
  - ► Rental Bonus: 0.3



### "r" Rental Only Subzone

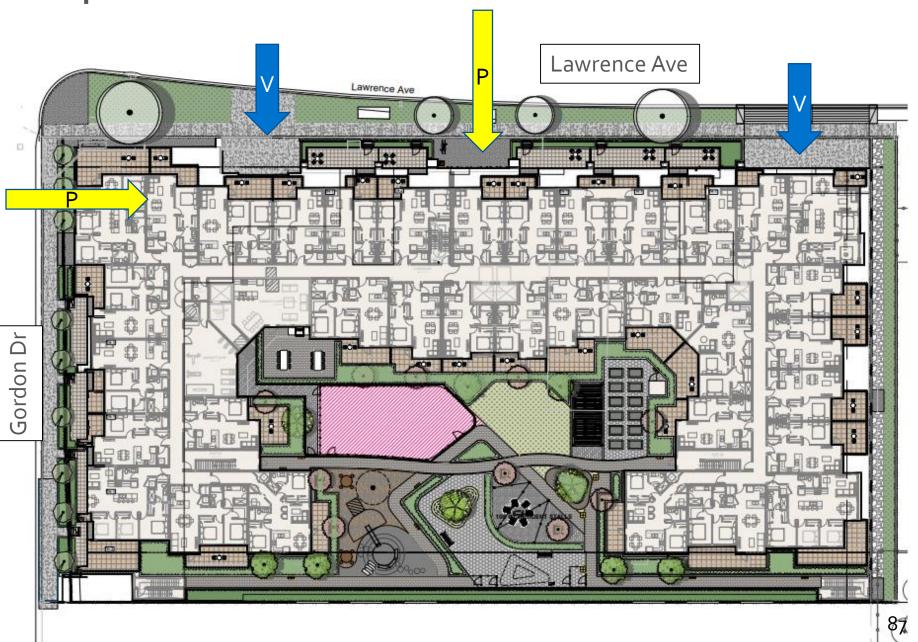
- ▶ Provides Bonus FAR of 0.3
- ► Parking Reduction of 10%
- ▶ Does not require a covenant
- ▶ Does not permit short-term rentals
- ▶ Principal resident must live 270 days per year



## Project Details

- Rental only apartment building
- ▶ 192 units (1, 2, and 3 bedrooms)
- ► Child Care Centre Major
- ▶ 6 storey wood frame
- 2 level parkade
- ► FAR: 2.27
- ▶ Vehicle access from Lawrence Ave
- ► Road dedication along Gordon Dr

### Proposed Site Plan



## **Draft Rendering**



# Public Notification Policy #367 Kelowna

- ▶ Public Information Session
  - June 2, 2022
  - ▶ 250 m notification radius
  - > 2,912 mail-outs
  - Newspaper advertisement in Capital News
  - Door to door to residents and businesses



## OCP Policy 5.11.2

- ▶ Diverse Housing Tenures
  - ► Encourage a range of rental and ownership tenures
  - Variety of households and income levels
    - Rental Only Subzone
    - ▶ 1-bedroom: 91 units
    - > 2-bedroom: 74 units
    - > 3-bedroom: 27 units



## OCP Objective 5.4

- ➤ Objective 5.4 Strategically locate community services to foster greater inclusion and social connections in the Core Area.
  - Support services throughout Core Area
  - ► Child care facilities, schools, and smaller libraries



### Staff Recommendation

- Staff are recommending support for the proposed rezoning application to the "r" Rental Only Subzone:
  - ▶ OCP Objectives and Policies for Core Area
  - Community-oriented building
  - Development Permit and Development Variance Permit to be considered by Council at a later date



### Conclusion of Staff Remarks

#### REPORT TO COUNCIL



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Development Planning

Application: Z22-0036 Owner: Kevin Fornwald & Jane

Fornwald

Address: 4510 Horak Rd Applicant: Eric Fornwald

**Subject:** Rezoning Application

**Existing OCP Designation:** S-RES – Suburban Residential

**Existing Zone:** RU1 – Large Lot Housing

**Proposed Zone:** RU1c – Large Lot Housing with Carriage House

#### 1.0 Recommendation

THAT Rezoning Application No. Z22-0036 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of LOT F District Lot 358 ODYD Plan 24838, located at 4510 Horak Rd, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone be considered by Council.

#### 2.0 Purpose

To rezone the subject property from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone to facilitate the construction of a carriage house.

#### 3.0 Development Planning

Staff support the proposed rezoning application to RU1c – Large Lot Housing with Carriage House zone to facilitate the development of a carriage house. The proposal meets the intent of the Official Community Plan (OCP) and the Future Land Designation of S-RES – Suburban Residential, which speaks to the accommodation of single and two dwelling growth, with opportunities for secondary suites and carriage houses in the Suburban Neighbourhood. The application meets several Official Community Plan policies including ground oriented housing development and sensitive infill. The property is connected to City sanitary sewer and is within the Permanent Growth Boundary.

#### 4.0 Proposal

#### 4.1 <u>Project Description</u>

The proposed rezoning from RU1 to RU1c is to facilitate the development of a new carriage house. The applicant has submitted a conceptual site plan showing the carriage house on the property. The proposed single story carriage house will be located in the rear of the property and accessed through a 1.22 m lit path on the north side of the property. Parking can be accommodated with two stalls for the single family dwelling provided in tandem, and one stall for the carriage house adjacent to the tandem vehicles. The proposal indicates that the carriage house can be constructed to meet all Zoning Bylaw Regulations without any variances.

#### 4.2 Site Context

The subject property is located within the North Mission – Crawford OCP District, and is located on Horak Road, near the intersection of Raymer Road. The surrounding area is primarily zoned RU1 – Large Lot Housing. The property is in close proximity to Okanagan Mission Secondary and BC Transit routes along Gordon Drive.

Specifically, adjacent land uses are as follows:

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





#### 5.0 Current Development Policies

#### 5.1 <u>Kelowna Official Community Plan (OCP)</u>

Objective 7.2 Design Suburban Neighbourhoods to be low impact, context sensitive and adaptable		
Policy 7.2.1 Ground Oriented Housing	improve housing diversity and affordability and to reduce the overall urb footprint of Suburban Neighbourhoods. Focus more intensive ground-orient housing where it is in close proximity to small scale commercial service amenities like schools and parks, existing transit service and/or activities.	
	transportation facilities.  The proposed carriage home is sensitive to the neighbourhood in regards to height and siting, and is ground-oriented housing. The subject property is close to Okanagan Mission Secondary and BC Transit stops along Gordon Drive.	

#### 6.0 Application Chronology

Date of Application Accepted: June 1<sup>st</sup>, 2022 Date Public Consultation Completed: June 28<sup>th</sup>, 2022

Report prepared by: Alissa Cook, 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: Conceptual Site Plan

Attachment B: Applicant Rationale Letter



DATE: APR-27-2022

SCALE: 1/4" = 1'

FORNWALD RESIDENCE PROPOSED PROJECT FOR

4510 HORAK RD

UNIT 203 - 1889 SPALL RD.
Kelowna BC V1Y 4R2
Bus: (250) 717-3415
Cell: (250) 258-7819
E-mail: mullinsdrafting@shaw.ca

69'-11" 21.31 m PROPERTY LINE 1.5m SETBACK LINE 12'-2 7/16" 3.719 m 10'-8 9/16" PROPOSED CARRIAGE HOUSE LOCATION 18'-0" 5.487 m 32'-6" 9.906 m 12-2 1/2" 3<sub>1</sub>72 m PRIVATE OPEN SPACE (60m²) + 4-11 1/16" 1.5 m PROPOSED SPATIAL SEPARATION LINE 4:-0" WIDE LIT PATH LOT F 920.36m<sup>2</sup> 141'-8 1/4" 43.187 m 3.0m SETBACK LINE FROM EXISTING HOUSE 1.219 m 7'-6 9/16" 2.3 m 6'-6 3/4" 2 m 116'-1 3/16" 35.387 m PLOT PLAN SCALE: 1/8" = 1' 2.3m SETBACK LINE \*\*NOTE\*\* CONTRACTOR TO CONFIRM DIM PRIOR TO CONST. APPROXIMATE LOCATION CARRIAGE HOUSE LOT COVERAGE OF EXISTING HOUSE 2.3m 2.0m = 1,080 SQ.FT = 9,906.68 SQ.FT 7'-6 9/16 2.3 m TOTAL COVERAGE 6'-6 3/4" PROPOSED TOTAL LOT COVERAGE EXISTING FOOTPRINT = 1,554 SQ.FT.
CARRIAGE HOUSE FOOTPRINT = 1,080 SQ.FT. TOTAL PROPOSED FOOTPRINT = 2,634 SQ.FT.
TOTAL LOT SQ.FT. = 9,906.68 SQ.FT. 6.0m SETBACK LINE TOTAL COVERAGE 26.6% \_\_\_ 4.5m SETBACK LINE 14'-9 3/16" 4.5 m EXISTING DRIVEWAY 69'-11 1/4" 21.319 m



Initials

AC

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



Carriage house Re-zoning Application at 4510 Horak Road.

Dear Planner,

This rationale document outlines the details for the rezoning application at 4510 Horak Road from RU1 to RU1c. The following information provides context as to why this proposal is a positive upgrade within the community.

The request for a formal re-zoning from RU1 to RU1c comes as the landowner would like to take advantage of the larger-sized lot to provide housing for his sons, and their future families. Until that time, the landowner plans to live in the proposed carriage house and rent the existing SFD. As rental housing is scarce in the Kelowna area, we believe this property is the perfect location for families due to its proximity to all levels of public school and amenities such as the H2O Centre and Capital News Centre. Additionally, the area has several parks, bicycle travel lanes, and bus routes on Raymer Avenue and Gordon Drive.

Please refer to the provided drawings for site details and the zoning table for conformance with the RU1c zone. No variances are required as part of this application.

In the neighbourhood, there are currently 4 properties zoned RU1c, and several properties zoned RU2 and RU6 to allow for increased density in the area. Along with the aforementioned properties, this proposal aligns with the Future Land Use direction of S-Res, as a carriage house is permitted under this designation.

If you have any questions or require further information, please feel free to contact me at eric.fornwald@gmail.com.

Sincerely,

Eric Fornwald on behalf of Kevin Fornwald



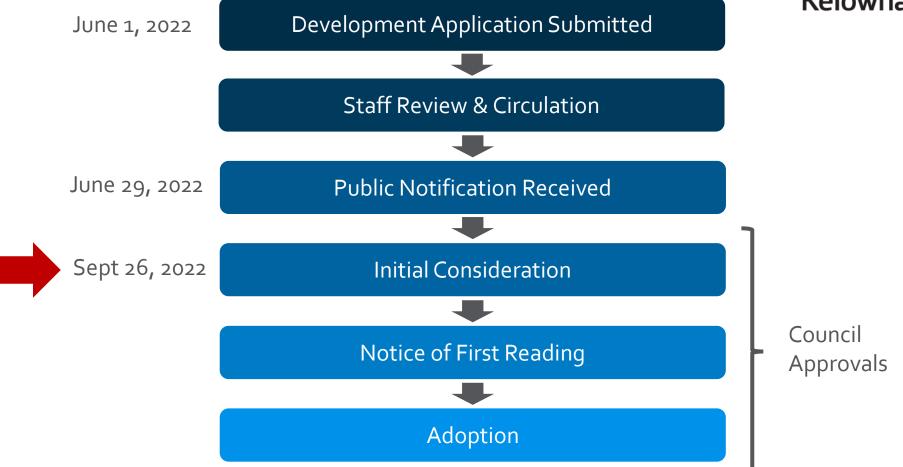


### Proposal

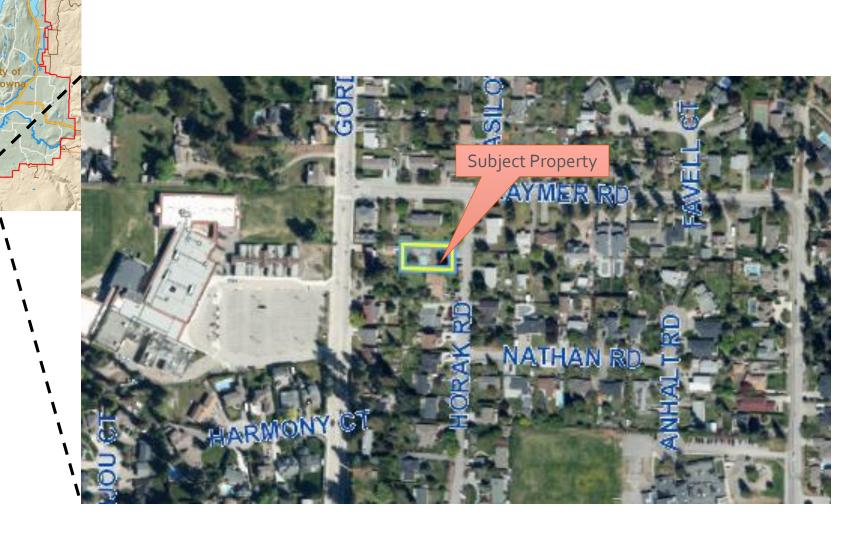
➤ To consider rezoning the application from the RU1-Large Lot Housing zone to the RU1c — Large Lot Housing with Carriage House zone to facilitate the construction of a carriage house.

### **Development Process**





## Context Map



### **OCP Future Land Use**



## Subject Property Map

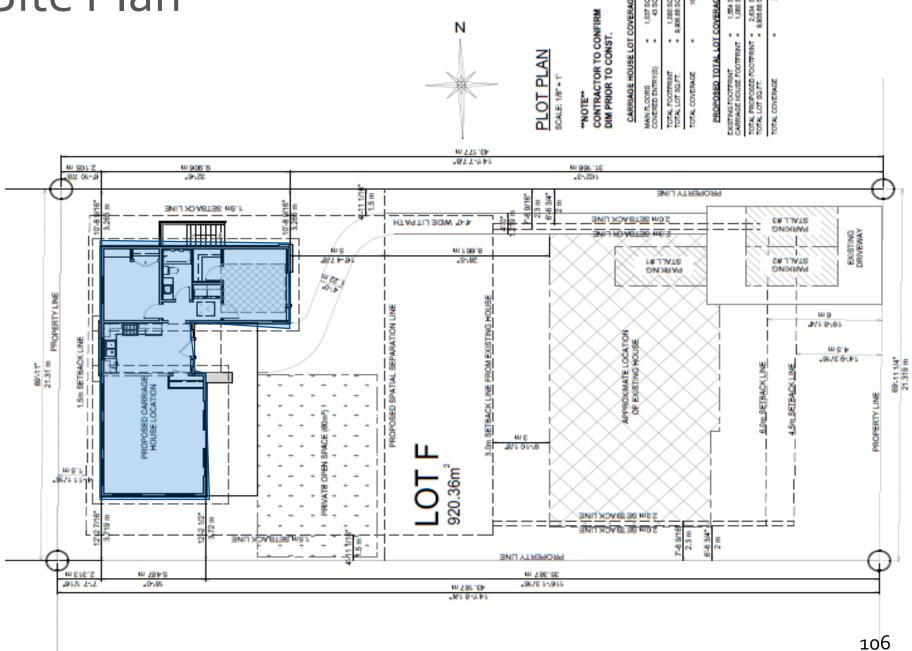




### Project/technical details

- ➤ The proposed rezoning from the RU1 Large Lot Housing zone to the RU1c Large Lot Housing with Carriage House zone.
- ➤ Single story carriage house located in the rear of the property.
- Accessed through a 1.22 m lit path on the north side of the property.

### Site Plan





## Development Policy

- Meets the intent of the Official Community Plan Suburban Residential Policies by providing low impact and context sensitive residential growth within existing neighbourhoods
  - ► The proposed Carriage house would provide an additional single-story, ground-oriented dwelling
  - Would provide an additional dwelling unit that is close to a secondary school and transit stops along Gordon Drive



### Staff Recommendation

- ▶ Development Planning Staff recommend support of the proposed Rezoning:
  - Subject property is within the Permanent Growth Boundary
  - ► Future Land Use designation of S-RES supports the RU1c zone



## Conclusion of Staff Remarks

### REPORT TO COUNCIL



Date: October 3<sup>rd</sup>, 2022

To: Council

From: City Manager

**Department:** Development Planning

Nicola Va (9640 McCarthy)

**Application:** Z22-0038 **Owner:** Nominee Inc., Inc.No.

BC1333757

Address: 9640 McCarthy Rd Applicant: Spencer Purdy – PC Urban

Properties Corp.

**Subject:** Rezoning Application

**Existing OCP Designation:** IND – Industrial

**Existing Zone:** I2 – General Industrial and I3 – Heavy Industrial

**Proposed Zone:** I2 – General Industrial

#### 1.0 Recommendation

THAT Rezoning Application No. Z22-0038 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 Sections 10 and 11 Township 20 ODYD Plan EPP91012, located at 9640 McCarthy Road, Kelowna, BC from the I2 – General Industrial zone and the I3 – Heavy Industrial zone to the I2 – General industrial zone, be considered by Council;

And THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated October 3<sup>rd</sup>, 2022;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit for the subject property.

### 2.0 Purpose

To rezone the subject property from the I2 – General Industrial zone and the I3 – Heavy Industrial zone to the I2 – General Industrial zone to facilitate an industrial development.

### 3.0 Development Planning

Staff support the proposal to rezone the subject property from the  $I_2$  – General Industrial and  $I_3$  – Heavy Industrial zones to the  $I_2$  – General Industrial to facilitate an industrial development. The subject property has the Future Land Use Designation of IND – Industrial and is in the Permanent Growth Boundary. As such the proposed zone is consistent with the Official Community Plan's (OCP) objectives.

A split-zoned property creates issues when developing it, so rezoning the entire property to I2 will allow for a Development Permit for general industrial uses to be submitted. The I2 zone is consistent with the surrounding area and will allow for an interface with the adjacent Rail Trail corridor.

### 4.0 Proposal

### 4.1 Project Description

The proposed rezoning from the I2 and I3 zones to the I2 zone is to facilitate a new industrial development. The subject property is currently vacant and is 3.88 acres in size. The proposal is for two industrial buildings that will be roughly 9,400m², and the applicant has confirmed that no variances are required as part of the development. The property will be accessed off McCarthy Road and will have a pedestrian/cyclist access onto the Rail Trail.

### 4.2 Site Context

The subject property is in the Gateway Region and is located on McCarthy Road, near the intersection with Beaver Lake Road. The surrounding area is zoned I2 – General Industrial and I3 – Heavy Industrial. The property also borders the Rail Trail and lands in the District of Lake Country.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	I <sub>3</sub> – Heavy Industrial	Warehousing
East	District of Lake Country	Agriculture
South	I2 — General Industrial	Cannabis Production Facility
West	I2 – General Industrial	Rail Trail / Warehousing





### 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

### Objective 6.44 Support the continued development of industrial lands.

Policy 6.4.2. Jim Bailey / Beaver Lake Industrial Lands. Encourage the development of the industrial lands in the vicinity of Jim Bailey Road and Beaver Lake Road, recognizing the unique role that the area plays as a large-scale industrial area, by undertaking the following:

- Encouraging heavy/large formal industrial uses in this area, such as manufacturing and warehousing that may not transition well into other Kelowna neighbourhoods;
- Discouraging the creation of small lot industrial properties;
- Discouraging integration of residential uses; and
- Planning for and coordinating the provision of utility and transportation infrastructure to service industrial growth.

### Objective 6.8 Ensure a compatible urban-rural interface.

Policy 6.8.3. Urban-Rural Buffers Where a property is adjacent to the ALR, ensure that development limits associated negative impacts on adjacent agricultural operations by including appropriate buffers, setbacks, and site planning, consistent with the Farm Protection Guidelines.

### 6.o Technical Comments

### 6.1 <u>Development Engineering Department</u>

6.1.1 Attached Development Engineering Memorandum dated October 3<sup>rd</sup>, 2022.

### 7.0 Application Chronology

Date of Application Accepted: June 15<sup>th</sup>, 2022 Date Public Consultation Completed: July 25<sup>th</sup>, 2022

**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: Development Engineering Memo

Attachment B: Site Plan

### **CITY OF KELOWNA**

### **MEMORANDUM**

**Date:** July 4, 2022

**File No.:** Z22-0038

**To:** Urban Planning (TC)

**From:** Development Engineering Manager (NC)

Subject: 9640 McCarthy Road Zone: A1 to I2

ATTACHMENT A

This forms part of application
# Z22-0038

City of

Planner Initials

TC

Kelowna

DEVELOPMENT PLANNING

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

### 1. General

- a) The Fire Department and Environment Division requirements and comments are addressed separately.
- b) Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation & Infrastructure (MOTI) Branch.

### 2. Geotechnical Report

a) Provide a comprehensive geotechnical report, prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below:

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

The Geotechnical report must be submitted prior to submission of Engineering drawings or application for subdivision approval.

- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.

- ii) Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
- iii) Any items required in other sections of this document.
- iv) Recommendations for erosion and sedimentation controls for water and wind.
- v) Recommendations for roof drains and perimeter drains.
- vi) Recommendations for construction of detention or infiltration ponds if applicable.

### 3. <u>Domestic Water and Fire Protection</u>

- a) The property is located within the Lake Country service area. Design drawings must be reviewed by Lake Country prior to the City issuing the drawings for construction. Confirmation of their review must be provided to the City.
- b) Provide an adequately sized domestic water and fire protection system complete with individual lot connections. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. Only one service will be permitted for this development.
- A water meter is mandatory for this development and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost. Boulevard landscaping, complete with underground irrigation system, must be integrated with the on-site irrigation system

### 4. Sanitary Sewer

- a) The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal and disconnection of the existing services and the installation of one new larger service.
- b) An inspection chamber (IC) complete with brooks box must be installed on the service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost, if requested. The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade. For estimate inquiry's please contact Aaron Sangster, by email asangster@kelowna.ca or phone, 250-862-3314.
- c) Abandon and backfill existing septic tanks in accordance with Building Department requirements, if applicable. Identify, on the Lot Grading Plan, the location of the existing tanks and fields.
- d) Sewer Connection fee of **\$10,000.00** is required for this industrial lot.

### 5. Storm Drainage

a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or



recommendations for onsite drainage containment and disposal systems.

- b) Provide the following drawings:
  - i) A detailed Stormwater Management Plan for this development; and,
  - ii) An Erosion and Sediment Control Plan.

### 6. Roads

McCarthy Rd must be upgraded to a 2 lane collector along the full frontage of this proposed development including curb and gutter, LED street lights, landscaped & irrigated boulevard, sidewalk, drainage system including catch basins and storm main, and pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The road cross section to be used is SS-R5.

### 7. Road Improvements and Dedication

- a) Grant Statutory Rights of Way if required for utility services.
- b) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, TELUS, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.
- c) The ultimate width of McCarthy Road is a 20.0m right of way (R.O.W). The R.O.W. in the front of the subject property is deficient by approximately 1.2m. The developer must register a road reserve covenant of 1.2m width along the full frontage of McCarthy Rd.

### 8. <u>Electric Power and Telecommunication Services</u>

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.

### 9. Design and Construction

- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- (b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- (c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- (d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

### 10. Servicing Agreements for Works and Services

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

### 11. Other Engineering Comments

- (a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.
- (b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

### 12. Development Permit and Site Related Issues

- (a) Access and Manoeuvrability
  - (i) An MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.
  - (ii) Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.

### 13. Charges and Fees

- a) Development Cost Charges (DCC's) are payable
- b) Fees per the "Development Application Fees Bylaw" include:
  - Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) only if disturbed.
  - ii) Engineering and Inspection Fee: 3.5% of construction value (plus GST).

Nelson Chapman, P.Eng,

Development Engineering Manager

ATTACHMENT A

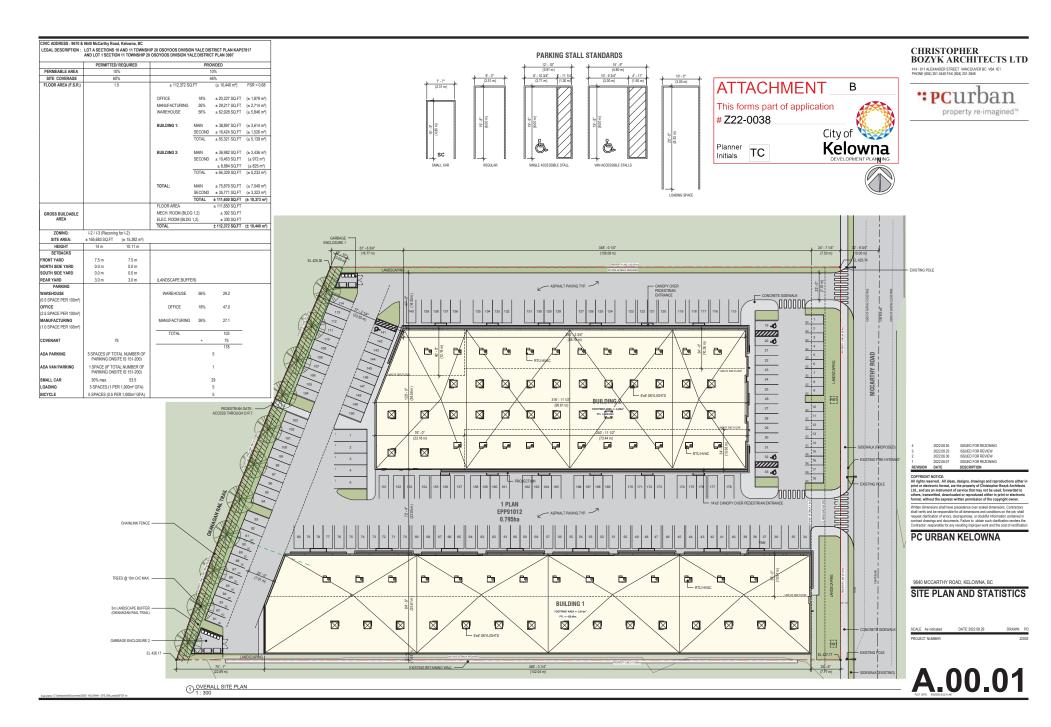
This forms part of application
# Z22-0038

City of

Planner Initials

TC

REVELORMENT IL ALMINGS







# Proposal

➤ To rezone the subject property from the I2 — General Industrial and the I3 — Heavy Industrial zone to the I2 — General Industrial zone to facilitate an industrial development.

## Development Process





# Context Map



# OCP Future Land Use / Zoning



# Subject Property Map



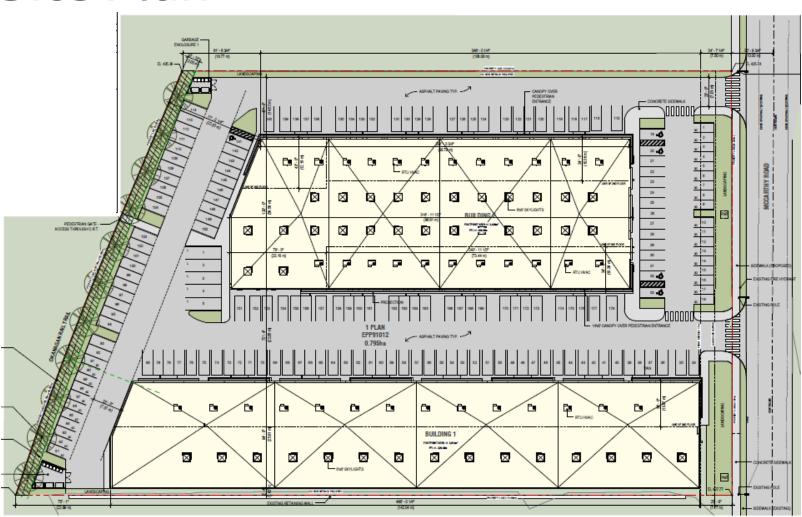


# Project details

- ► The rezoning to I2 is to facilitate a new industrial development.
- ▶ The proposal is for two industrial buildings.
- The property will be have vehicular access from McCarthy Road and pedestrian/cyclist access from the Rail Trail.
- No variances have been identified.



## Site Plan





## Staff Recommendation

- ➤ Development Planning Staff recommend **support** of the proposed Rezoning:
  - Subject property is within the Permanent Growth Boundary.
  - ▶ Meets the Future Land Use Designation of Industrial.
  - > Split-zoned properties create issues when developing.



## Conclusion of Staff Remarks

### Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Development Planning

**Application:** Z20-0013 **Owner:** City of Kelowna

Address: 1144 Pacific Ave Applicant: City of Kelowna

Subject: Rescindment of Rezoning Bylaw No. 12084

**Existing OCP Designation:** UC – Urban Centre

**Existing Zone:** UC2 – Capri Landmark Urban Centre

#### Recommendation:

THAT Council receives, for information, the Report from the Development Planning Department dated October 3, 2022 with respect to Rezoning Application No. Z20-0013 for the property located at 1144 Pacific Ave.

AND THAT Bylaw No. 12084 be forwarded for rescindment consideration and the file be closed.

### Purpose:

To rescind all three readings given to Rezoning Bylaw No. 12084 and direct Staff to close the file.

### **Background:**

Rezoning Bylaw No. 12084 received second and third readings at the Regular Meeting of Council held on August 11, 2020. An extension request was supported on October 4, 2021 by Council, and Staff were directed to not accept any further extension requests. The deadline for adoption of Rezoning Bylaw No. 12084 was August 11, 2022.

With the adoption of Zoning Bylaw No. 12375, the property is now zoned UC2 – Capri Landmark Urban Centre. As such, rezoning application Z20-0013 is no longer needed, and Staff are recommending that current Rezoning Bylaw No. 12084 be rescinded, and the files closed.

Subject Property Map: 1144 Pacific Ave



Submitted by: K. Brunet, Planner II

**Approved for inclusion:** T. Barton, Development Planning Department Manager

CC:

Development Engineering

### **CITY OF KELOWNA**

### BYLAW NO. 12084 Z20-0013 – 1144 Pacific Avenue

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Parcel A (DD KL82857), District Lot 137, ODYD, Plan 2862 located at Pacific Avenue, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone.

<ol> <li>This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.</li> </ol>				
Read a first time by the Municipal Council this 27 <sup>th</sup> day of July, 2020.				
Considered at Public Hearing by the Municipal Council this 11 <sup>th</sup> day of August, 2020.				
Read a second and third time by the Municipal Council this 11 <sup>th</sup> day of August, 2020.				
Approved under the Transportation Act this 13 <sup>th</sup> day of August, 2020.				
Audrie Henry				
(Approving Officer – Ministry of Transportation)				
First, second and third readings rescinded by the Municipal Council of the City of Kelowna this				
Mayor				
City Clerk				

### REPORT TO COUNCIL



Date: October 3, 2022

To: Council

From: City Manager

**Department:** Development Planning Department

Application: DP22-0025 Owner: Coronation Richter GP Inc., Inc.

No. BC1329905

Address: 608, 618, 624, 632 Coronation Ave Applicant:

Aquilon

**Subject:** Development Permit Application

**Existing OCP Designation:** UC – Urban Centre

**Existing Zone:** UC1 – Downtown Urban Centre

#### 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP22-0025 for Lots 46, 47, 48 & 49, District Lot 139, ODYD, Plan 1037, located at 608, 618, 624 & 632 Coronation Ave, Kelowna, BC subject to the following:

- 1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- 2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- 3. Landscaping to be provided on the land 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 the applicant be required to complete the above noted conditions of Council's approval of the Development Permit application in order for the permits to be issued;

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

### Purpose

To issue a Development Permit for the form and character of an apartment housing.

### 2.0 Development Planning

Staff support the proposed Development Permit for the form and character of a 6-storey apartment building. The proposal complies with the Official Community Plan (OCP) Policies for the Downtown Urban Centre by providing medium density residential development which is in conformance with the Building Heights and Street Character mapping. The proposal meets all regulations of the Zoning Bylaw and no variances are requested.

The proposal generally conforms to the OCP Form and Character Development Permit Area Design Guidelines for Low & Mid-Rise Residential Development. Key quidelines are met including:

- Creating an active street frontage with ground-oriented townhomes which have direct, individual access to the street.
- Accommodating 'back-of-house uses' away from public view by utilizing partially underground parking, lane access, and the location of the garbage and transformer on the lane.
- Articulating the façade with varied architectural features including varied windows, balconies, porches, façade modulation and building materials.
- Use of high-quality building materials including metal panels and brick.

### 3.0 Proposal

### 3.1 Project Description

The applicant proposes a 6-story apartment building on the subject property containing 60 residential units. The unit mix includes 25 bachelor units, 20 one-bedroom units, and 15 two-bedroom units. Five of these units are ground-oriented townhomes with direct access to Coronation Avenue. A large amenity deck is provided on the roof of the structured parking which contains landscaping, firepit seating, and an outdoor kitchen.

Two levels of structured parking are provided. One level is partially below grade with the townhome units serving to screen the main floor parking. Access to the parking is provided from the rear lane. Two surface parking stalls are also provided at the rear of the building accessed from the lane.

The proposed architectural style of the building is intended to reflect elements of the surrounding Art Deco and Craftsman styles of existing homes in the neighbourhood. Exterior cladding materials include light grey metal panels, red brick, white stucco, and grey hardie board. Landscape planters at the ground-level will screen exposed concrete walls of the parking structure along the street frontage.

### 3.2 Site Context

The subject properties are on Coronation Ave between St. Paul Street and Richter Street in the Downtown Urban Centre. The surrounding neighbourhood is in the process of transitioning from single family dwellings to multiple dwelling housing developments, with nearby properties having been recently redevelopment. Other parcels in the nearby vicinity, including directly north and south of the site, have in-stream development applications.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU2 – Medium Lot Housing	Single Family Dwellings
		Vacant Parcels
East	RU2 – Medium Lot Housing	Single Family Dwellings
South	RU2 – Medium Lot Housing	Single Family Dwellings
West	RU2 – Medium Lot Housing	Single Family Dwellings



### 3.3 Zoning Analysis Table

Zoning Analysis Table					
CRITERIA	UC1 ZONE REQUIREMENTS	PROPOSAL			
Existing Lot/Subdivision Regulations					
Min. Lot Area	200 m²	1511 m²			
Min. Lot Width	6.o m	40.2 m			
Min. Lot Depth	30.0 m	37.6 m			
	Development Regulations				
Max. Site Coverage (buildings)	100%	<100%			
Max. Site Coverage (buildings, parking, driveways)	100%	<100%			
Max. Height	12 storeys or 44 m	6 storeys and 20.6 m			
Min. Front Yard	o.o m	3.0 m			
Min. Side Yard (west)	o.o m	o.o m			
Min. Side Yard (east)	o.o m	o.o m			
Min. Rear Yard	o.o m	o.o m			
Min. Upper Floor Setback (Above 16.0 m / 4 storeys) Abutting a Street	3.0 m	3.0 m			
Min. Common and Private Amenity Space	862.5 m²	960 m²			
Min. Parking Requirements	56	58			
Min. Bicycle Parking	75	91			
Density & Height					
Max. Floor Area Ratio	3.3	2.4			
Max. Height	12 storeys or 44 m	6 storeys and 20.6 m			

### 4.0 Current Development Policies

Objective 4.1 Strengthen the Urban Centres as Kelowna's primary hubs of activity.				
Policy 4.1.6 High Density Residential	Direct medium and high density residential development to Urban Centres to provide a greater mix of housing near employment and to maximize the use of			
Development	existing and new infrastructure, services and amenities.			
	The proposal is a medium density residential development within the Downtown Urban Centre			
Objective 4.4 Reinforce Downtown as the Urban Centre with the greatest diversity and intensity of uses in the City.				
Policy 4.4.2 Downtown Skyline	Support development downtown that is generally consistent with Map 4.1 to accomplish the following:			
	Tapering of heights from taller buildings in the centre of Downtown to lower buildings towards Okanagan Lake and adjacent Core Area Neighbourhoods;			
	Preservation of the existing form and character of historic Bernard Avenue and other heritage sites;			
	Consistency with the objectives of the Civic Precinct Plan; and			
	The development of taller buildings that incorporate distinct architectural features in strategic locations near Okanagan Lake.			
	The subject properties are identified as 12 storeys in height on the Building Heights Map. The proposed development is 6 storeys in height.			
Policy 4.4.5 Downtown Street	Support development in the Downtown Urban Centre that includes the following characteristics at grade, as outlined in Map 4.2:			
Character	Retail space along Bernard Ave integrated with a high-quality urban streetscape experience, reinforcing the Downtown's high street;			
	Retail space along designated retail streets to create more dynamic spaces with high levels of pedestrian activity; and			
	Civic and cultural uses, with supporting retail uses along the Art Walk and portions of Water Street designated as civic streets, in keeping with the directions of the Civic Precinct Plan.			
	Coronation Ave adjacent to the subject property is designated as a Residential Street. The proposed development includes 100% residential uses at grade.			

### 5.0 Application Chronology

Date of Application Received: January 14, 2022

Report prepared by: Mark Tanner, Planner II

Reviewed by: Lydia Korolchuk, Urban Planning Manager

**Reviewed by:** Terry Barton, Development Planning Department Manager

**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

### Attachments:

Attachment A: Draft Development Permit DP22-0025

Schedule A: Site Plan and Floor Plans

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment B: Applicant's Rationale

Attachment C: Project Renderings

Attachment D: OCP Form and Character Development Permit Guidelines



City of

### Development Permit DP22-0025

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

608, 618, 624 & 632 Coronation Ave

and legally known as

Lots 46, 47, 48 & 49, District Lot 139, ODYD, Plan 1037

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

**Apartment Housing** 

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

<u>Date of Council Decision</u> October 3, 2022

Decision By: COUNCIL

<u>Development Permit Area:</u> Form & Character Development Permit

Existing Zone: UC1 – Downtown Urban Centre

Future Land Use Designation: Urban Centre

This is NOT a Building Permit.

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

### NOTICE

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

Owner: Coronation Richter GP Inc., Inc. No. BC1329905

Applicant: Blue Green Architecture

\_\_\_\_

Terry Barton
Development Planning Department Manager
Planning & Development Services

Date of Issuance



#### 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 from the date of approval, with no opportunity to extend.

### 3. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit or Certified Cheque in the amount of \$339,857.50

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

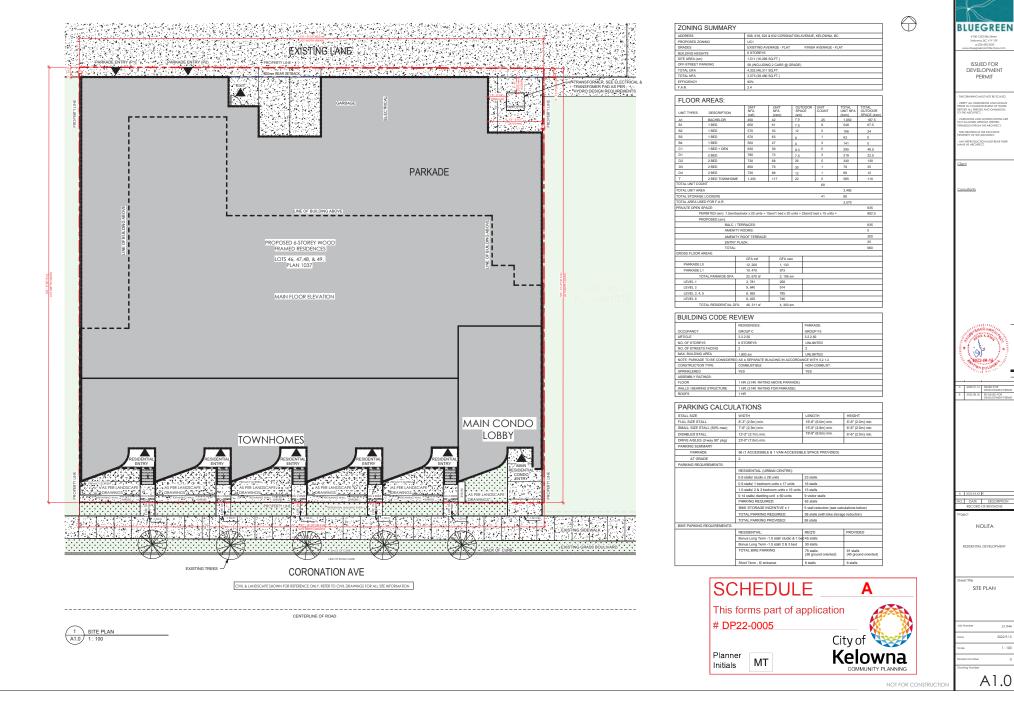
### 5. INDEMNIFICATION

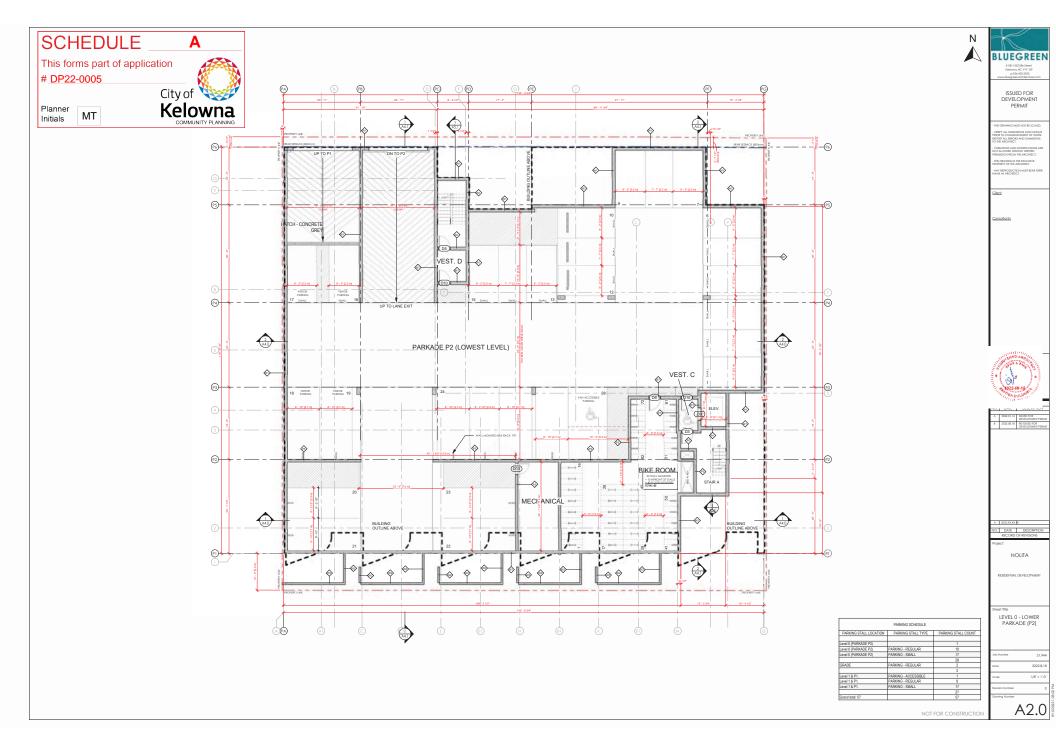
Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

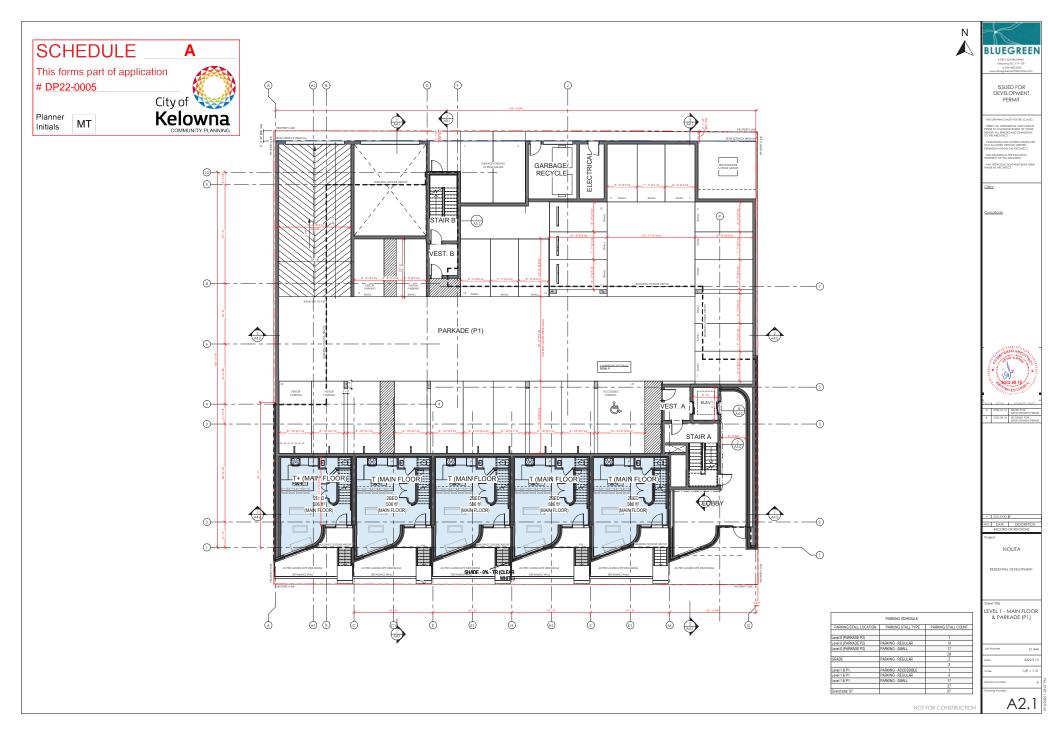
a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

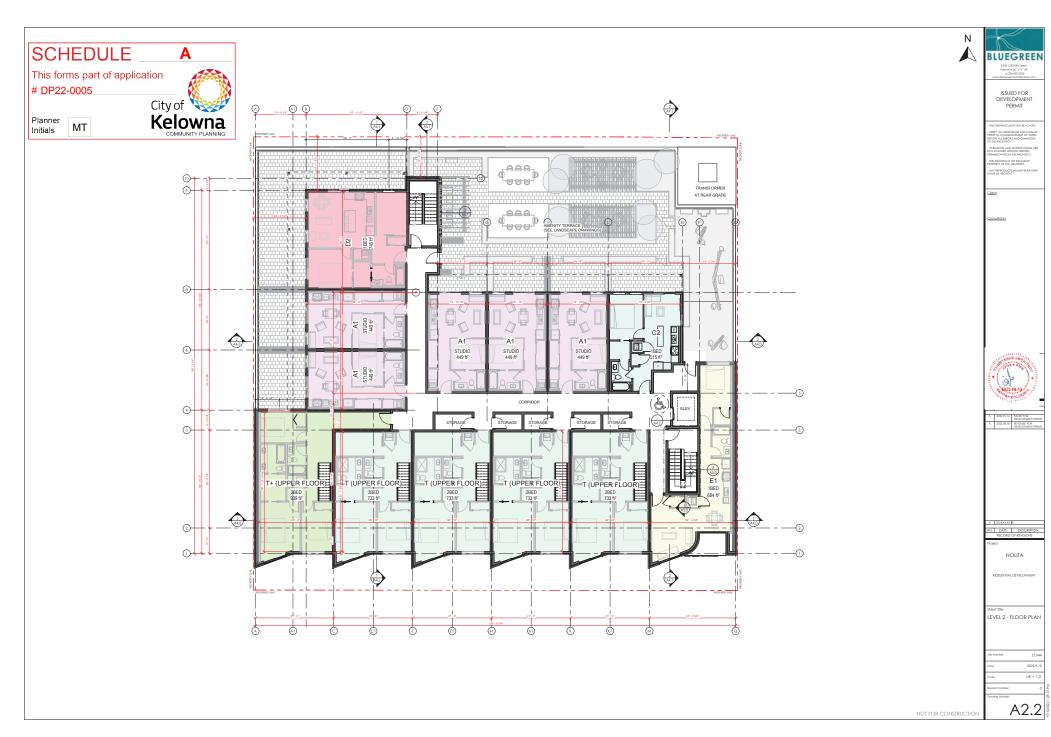
All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly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

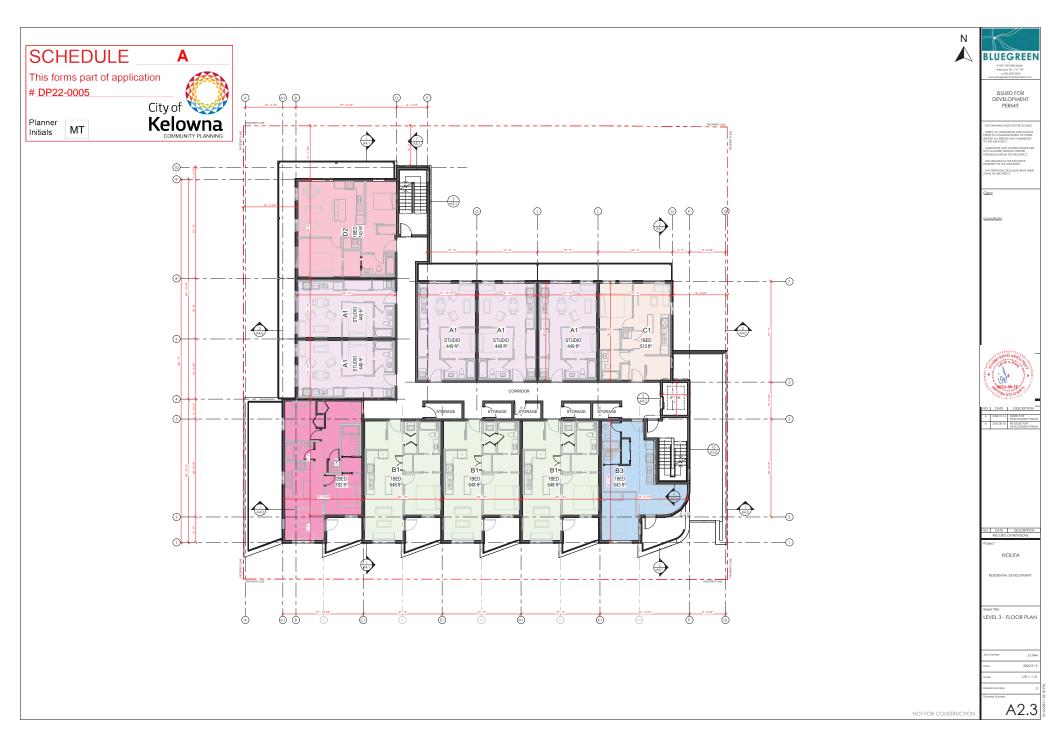
The PERMIT HOLDER is the <u>CURRENT LAND OWNER</u>. Security shall <u>ONLY</u> be returned to the signatory of the Landscape Agreement or their designates.

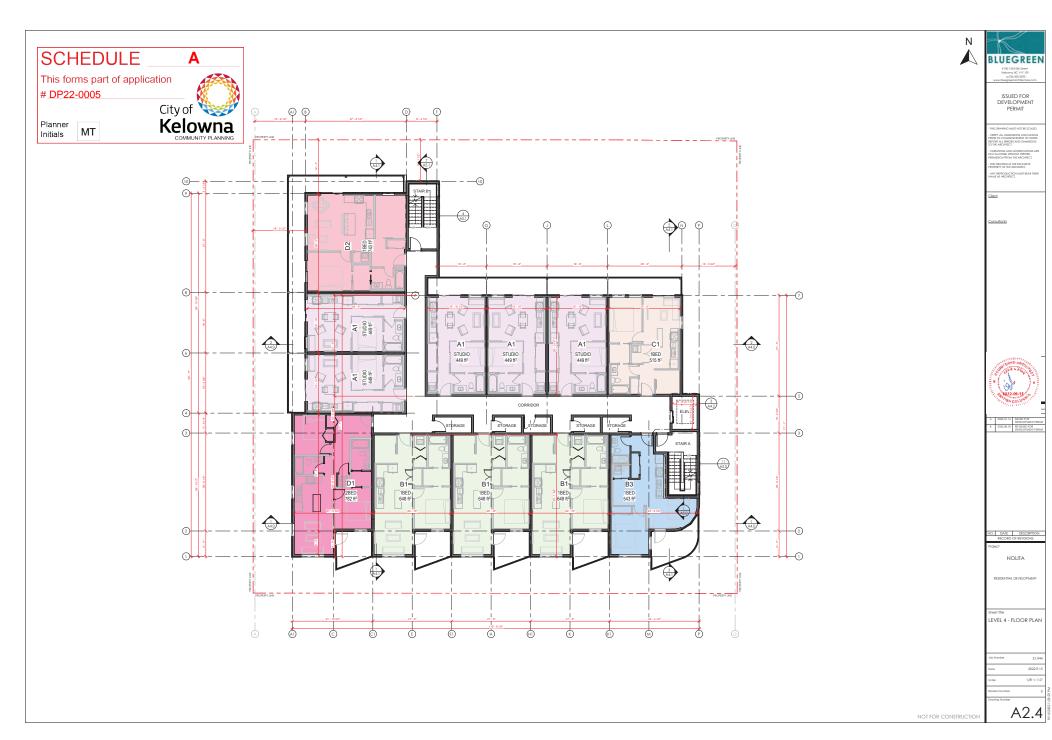




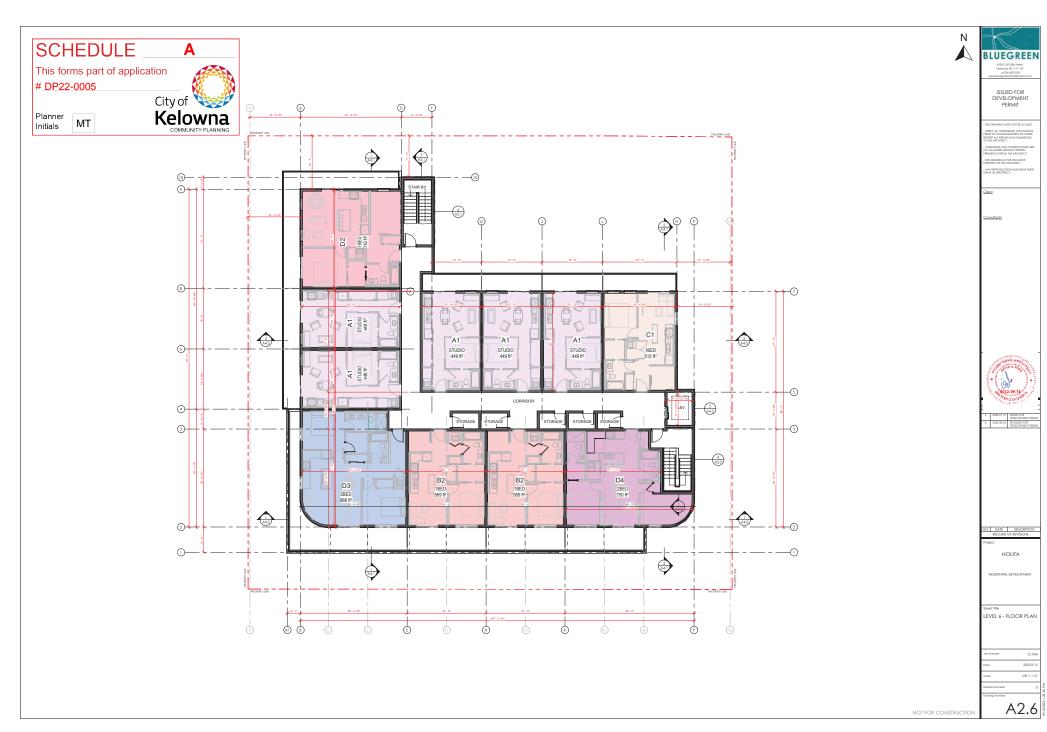




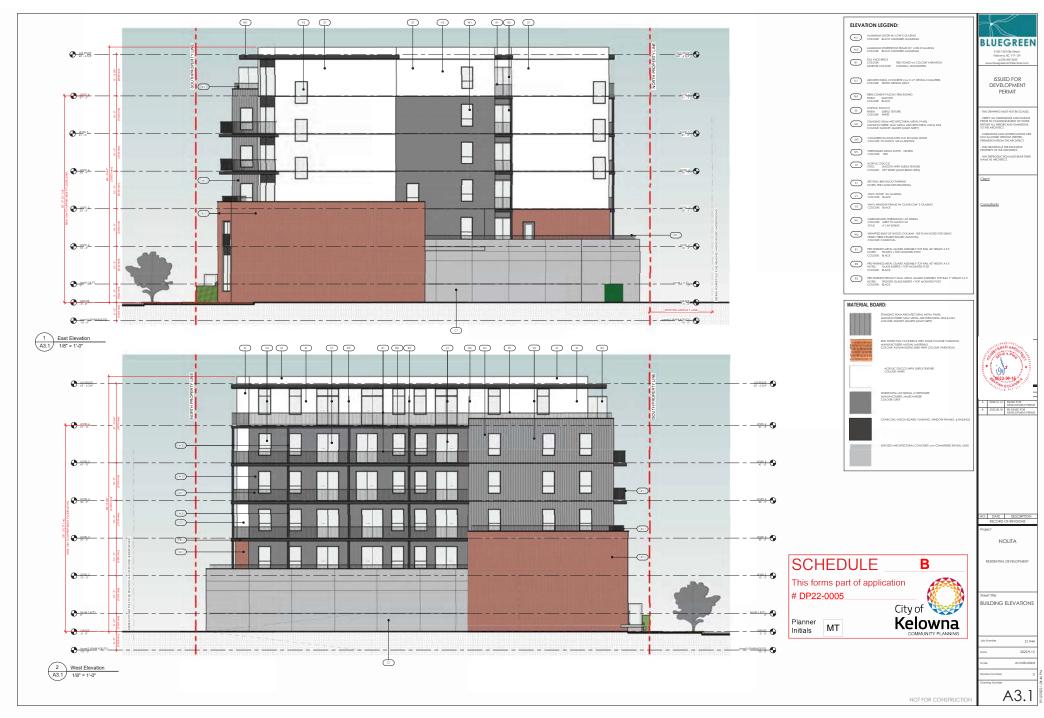


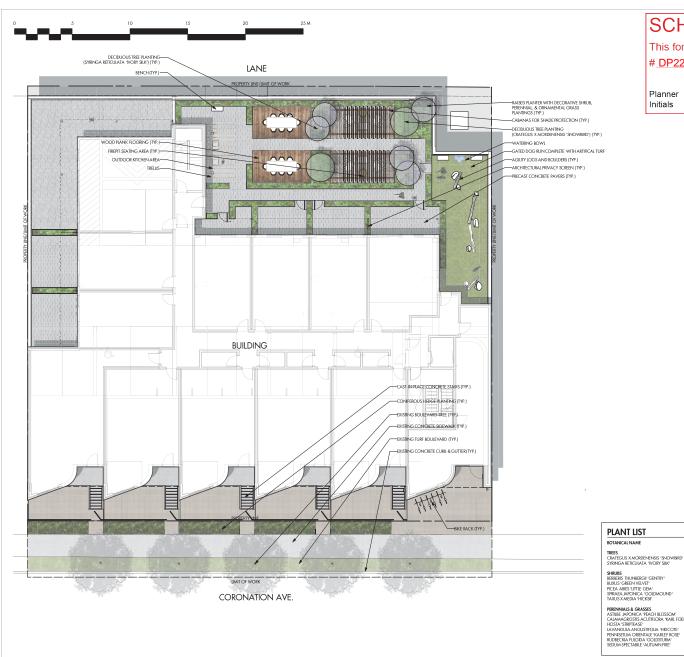


















#### 608,618,624 & 632 CORONATION AVE. Kelowna, BC

#### CONCEPTUAL LANDSCAPE PLAN



ISSUED FOR REVIEW ONLY

NOTES

PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE
CANADIAN LANDSCAPE STANDARD. ALL OFF-SITE LANDSCAPE WORKS TO MEET
CITY OF KELOWNA BYLAW 7900 STANDARDS.

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

3. TREE AND SHRUB BEDS TO BE DRESSED INA. MINIMUM 75mm WOOD MULCH, DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.

4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT. TURF TO RECEIVE A MINIMUM OF 150mm DEPTH TOPSOIL PLACEMENT.

5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF MARROVED CULTIVAR'S REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF PROJECHT CONDITIONS. A MINIMUM OF 100mm DEPTH OF GROWING MEDIUM IS RECUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET RESTRING GRADES

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

COMMON NAME

SHRUBS
BERBERIS THUNBERGII 'GENTRY'
BUXUS 'GREEN VELVET'
PICEA ABIES 'UITILE GEM'
SHRAEA JAPONICA 'GOLDMOUND'
TAXUS X MEDIA 'HICKSII'

PRENNIALS & GRASSES
ASTILBE JAPONICA 'FRACH RIOSSOM'
CALAMAGROSIS ACUTHEORA 'KARL FOERSTER'
HOSTA' STRIFFEASE
LAYANDIULA ANCUSTIFOULA 'HIDCOTE'
FENNSETUM ORIENTIALE 'KARLEY ROSE'
RUDBECKIAR JUIGOA 'GOLDSTUM'
SEDUM SPECTABILE 'AUTUMN FIRE'

ROYAL BURGUNDY BARBERRY GREEN VELVET BOXWOOD LITTLE GEM NORWAY SPRUCE GOLDWOUND SPIREA HICK'S YEW

PEACH BLOSSOM ASTILBE
KARL FOERSTER FEATHER REED GRASS
STRIPTEASE HOSTA
HIDCOTE ENGLISH LAVENDER
KARLEY ROSE FOUNTAIN GRASS
GOLDSTURN CONFELOWER
AUTUMN FIRE STONECROP

QTY SIZE/SPACING & REMARKS





January 13th, 2022

Prepared for: Development Permit & Rezoning Application

Project: Nolita on Coronation

Re: Design Rationale

#### **PROJECT DESCRIPTION**

The building site is located in the transitioning "North End" of Kelowna along Coronation Avenue. The project is a mid-block site located on the North side of Coronation with the nearest intersection being Richter Street. The proposal is to build a 60-unit, 6 level condominium building with street accessed townhomes. The upper 5 storeys of wood-frame construction sit on a double level, partially buried, concrete parking structure accessed off the rear lane and masked behind ground-oriented, street accessed, townhomes and lobby.

The materials and form take influence from the existing homes in the immediate neighborhood, ranging primarily from Craftsman to Art Deco style, while progressing the proposed architecture into a more modern and wholistic language. The white stucco finishes and subtle, curved forms are influenced by Art Deco and complemented by modern, Craftsman-style, detailing which is reflected in the brick, architectural metal panel, and lap siding. The brick finish is consistent with proposed projects in the neighborhood and Kelowna's cultural district. The metal panel c/w raised, vertical seams is an alternative, modern take on board and batten and the aged copper patina colour provides a complimentary Art Deco style pastel which helps marry these two architectural styles.

The massing of the building step backs incrementally as it ascends, with a defined base, middle and top. Recessed patios are provided on the southern face which provide intimate, outdoor areas shielded from the southern exposure. Large wrap-around balconies are provided to west and north faces providing generous outdoor private space and access to light and views. The townhomes at grade mask the concrete parkade and the large, landscaped, front yards will provide a courteous buffer between public and private realms. In addition to the landscaped screening the angled townhome form will help soften overlook while adding dynamic, rhythmic form to street while also providing opportunity for playful use of southern light and shadows. The corner lobby is provided with a defining brick plinth and canopy and the architecture above was crafted to provide prominence to the buildings entranceway.



#### **REZONING REQUESTED - RU2 to C7**

This project has been designed to meet the intent of the future OCP guidelines and addresses the transition to the existing residential neighborhoods to the South by limiting the projects height to 6 storeys. The City mapping & zoning site identifies this area as RU2 but it has been transforming to the RM6R and C7 designations over the last 3 years. This project is applying for a rezoning application to the "C7" zone which permits a floor area ratio of up to 9 with building heights of up to 19 storeys. This is not our intent however, our project is seeking a maximum building height of only 6 storeys. The project manages the challenge of addressing the integration of building form and character of the street scape and acknowledges the existing and future built form & context of the surrounding buildings. We feel confident that we have presented a courteous architectural solution to the sites challenges and that we meet the full intent of OCP and C7 zoning.

#### MISSING MIDDLE

This project does not cater to one single demographic, rather it provides and encourages a mixture of unit types and pricing options. The ratio between studio, one bedroom, and 2 bedroom units is on par with market demands. The ratio of unit types does lean more heavily towards the 1 bedroom option as it is expected that students of the future UBCO campus will be a strong demographic for this area. Given the projects location and amenities provided both on-site and in the immediate neighborhood this project meets the demand for walkable/ livable neighborhoods, responds to changing demographics, and provides housing at various, attainable price points.

#### **URBAN CONNECTIVITY**

The project is located within a 3 minute bicycle commute to Downtown and the New Clement Business /Cultural District is located directly across the street. This proximity allows pedestrians and cyclists easy access to all the shopping, recreational opportunities, and cultural events without the need to take a vehicle. Transit is available on Clement Avenue and when going further from the immediate area and a car is your only option, Clement Avenue offer excellent connectivity to the rest of the City and the region. To soften the reliance on vehicular transportation, bike storage exceeds zoning requirements, and 2 car chare spaces have been provided at the rear lane and can be accessed by any member of the surrounding neighborhood.

### **SUSTAINABILITY**

The use of naturally sourced materials is used to a large extent, and thereby reduces the carbon footprint as much as possible. Envelope details that prevent water and moisture ingress while still allowing the assemblies to dry are being incorporated. Minimizing thermal bridging combined with continuous, exterior insulation will reduce heating and cooling loads. South and west facing windows will be specified to have appropriate shading and glazing coefficients to utilize the summer sun by blocking the heat while still allowing the winter sun to penetrate, reducing cooling and heating loads in the summer and winter seasons respectively. Operable windows allow for natural ventilation, reducing the demand for mechanical ventilation to provide fresh air. Other sustainable measures will include drought resistant landscaping and smart climate management controls.



#### **CRIME PREVENTION**

The intentions of CPTED have been addressed with well-maintained entrances and frontages that promote pride in ownership amongst the residents, and with the reduced setback increasing the buildings presence. The sight lines of the occupants from decks and windows will discourage vandalism and crime. Site lighting along the side/drive isle, and pathways will be balanced to provide enough illumination to ensure there are no high contrast areas that could conceal potential offenders, but not so much that the site is excessively contributing to local light pollution.

#### **LANDSCAPING**

The Owner has selected Outland Landscape Architecture to create an interesting and aesthetically pleasing landscape solution that responds to the architectural style of the project. This will also compliment the character of the surrounding neighborhood. A number of annual and perennial shrubs have been selected for along the planters throughout the site, and in special groupings on the amenity deck. Trees will be planted in the front boulevard, and in all greenspaces. Given enough time to mature, the trees will help the project blend with the existing neighborhoods numerous trees lining streets and in back yards. The landscape concept for the setback areas, will provide a visually exciting and high volume of green space. If viewed from above, there would appear to be significantly more "green" than building.

### **SUMMARY**

The team at Bluegreen Architectures feels that the architecture is strong for its sensitive design decisions to both it's neighbors and end users and hope it serves as a template to transition between RU2, RM6 and C7 zones. We look forward to your support for all this project brings to our community, and trust it well help further progress this transitioning neighborhood further.

Respectfully submitted,

Dane Lewis,

Project Designer & Associate

Dane Lewing

Bluegreen Architecture Inc.









ISSUED FOR DEVELOPMENT PERMIT PERSPECTIVES

A8.1



### 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

Page 18-19

Chapter 4 Low & Mid-Rise Residential & Mixed Use

Page 18-34

Chapter 5 High-Rise Residential & Mixed Use

Page 18-42

<sup>\*</sup>Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.



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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE							
	TE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
	s least complying & 5 is highly complying)						
	General residential & mixed use guidelines	1					
	.1 Relationship to the Street	N/A	1	2	3	4	5
a.	Orient primary building facades and entries to the fronting street						✓
	or open space to create street edge definition and activity.						
b.	On corner sites, orient building facades and entries to both	✓					
	fronting streets.						
c.	Minimize the distance between the building and the sidewalk to						✓
	create street definition and a sense of enclosure.						
d.	Locate and design windows, balconies, and street-level uses to						✓
	create active frontages and 'eyes on the street', with additional						
	glazing and articulation on primary building facades.						
e.	Ensure main building entries are clearly visible with direct sight						✓
	lines from the fronting street.						
f.	Avoid blank, windowless walls along streets or other public open						✓
	spaces.						
g.	Avoid the use of roll down panels and/or window bars on retail and						✓
	commercial frontages that face streets or other public open						
	spaces.						
2.1	.2 Scale and Massing	N/A	1	2	3	4	5
<b>2.1</b> a.	Provide a transition in building height from taller to shorter	N/A	1	2	3	4	5
	-	N/A	1	2	3	4	5
	Provide a transition in building height from taller to shorter	N/A	1	2	3	4	5
	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.	N/A	1	2	3	4	5
a.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration	N/A	1	2	3	4	
а. b.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating	N/A	1	2	3	4	
а. b.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.	N/A	1	2	3	<b>4</b> ✓	<b>✓</b>
а. b.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing	N/A	1	2	3	4	<b>✓</b>
а. b. c.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:	N/A	1	2	3	4	<b>✓</b>
а. b. c.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public	N/A	1	2	3	4	<b>✓</b>
а. b. c.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and	N/A	1	2	3	4	<b>✓</b>
a. b. c.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground	N/A	1	2	3	4 1	<b>✓</b>
a. b. c.	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.					<b>√</b>	✓ ✓
a. b. c. •	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning	N/A				<b>√</b>	✓ ✓
a. b. c. •	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and	N/A				<b>√</b>	✓ ✓
a. b. c. •	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent	N/A				<b>√</b>	✓ ✓
a. b. c. •	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.	N/A				<b>√</b>	✓ ✓
a. b. c. •	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of	N/A				<b>√</b>	✓ ✓
a. b. c. • 2.1	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.  Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of	N/A				<b>√</b>	✓ ✓
a. b. c. • 2.1	Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.  Break up the perceived mass of large buildings by incorporating visual breaks in facades.  Step back the upper storeys of buildings and arrange the massing and siting of buildings to:  Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.  3 Site Planning  Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.  Use Crime Prevention through Environmental Design (CPTED)	N/A				<b>√</b>	✓ ✓



_							
C.	Limit the maximum grades on development sites to 30% (3:1)						<b>✓</b>
d.	Design buildings for 'up-slope' and 'down-slope' conditions	✓					
	relative to the street by using strategies such as:						
•	Stepping buildings along the slope, and locating building						
	entrances at each step and away from parking access where						
	possible;						
	Incorporating terracing to create usable open spaces around the						
	building						
•	Using the slope for under-building parking and to screen service						
•	and utility areas;						
١.	•						
•	Design buildings to access key views; and						
•	Minimizing large retaining walls (retaining walls higher than 1 m						
	should be stepped and landscaped).						
e.	Design internal circulation patterns (street, sidewalks, pathways)	✓					
	to be integrated with and connected to the existing and planned						
	future public street, bicycle, and/or pedestrian network.						
f.	Incorporate easy-to-maintain traffic calming features, such as on-	<b>✓</b>					
	street parking bays and curb extensions, textured materials, and						
	crosswalks.						
g.	Apply universal accessibility principles to primary building entries,						✓
	sidewalks, plazas, mid-block connections, lanes, and courtyards						
	through appropriate selection of materials, stairs, and ramps as						
	necessary, and the provision of wayfinding and lighting elements.						
2.1	4 Site Servicing, Access, and Parking	N/A	1	2	3	4	5
	Locate off-street parking and other 'back-of-house' uses (such as				_	-	<b>√</b>
	loading, garbage collection, utilities, and parking access) away						
	from public view.						
b.							<b>√</b>
b.	Ensure utility areas are clearly identified at the development						<b>√</b>
b.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or						<b>√</b>
	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						
b.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a						<b>✓</b>
C.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.						
	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the						
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C.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)						
c.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)  Parking in a half-storey (where it is able to be accommodated to						
c. d. •	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)  Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);						
c.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)  Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);  Garages or at-grade parking integrated into the building (located)						
c. d. •	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)  Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);  Garages or at-grade parking integrated into the building (located at the rear of the building); and						
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c. d. • • • e.	Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.  Avoid locating off-street parking between the front façade of a building and the fronting public street.  In general, accommodate off-street parking in one of the following ways, in order of preference:  Underground (where the high water table allows)  Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);  Garages or at-grade parking integrated into the building (located at the rear of the building); and  Surface parking at the rear, with access from the lane or secondary street wherever possible.  Design parking areas to maximize rainwater infiltration through the use of permeable materials such as paving blocks, permeable	✓					
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	COMMUNITY PLANNING						
•	Trellises;						
•	Grillwork with climbing vines; or						
•	Other attractive screening with some visual permeability.						
g.	Provide bicycle parking at accessible locations on site, including:						<b>✓</b>
•	Covered short-term parking in highly visible locations, such as						
	near primary building entrances; and						
•	Secure long-term parking within the building or vehicular parking						
	area.						
h.	Provide clear lines of site at access points to parking, site						<b>✓</b>
	servicing, and utility areas to enable casual surveillance and safety.						
i.	Consolidate driveway and laneway access points to minimize curb				<b>✓</b>		
	cuts and impacts on the pedestrian realm or common open						
	spaces.						
j.	Minimize negative impacts of parking ramps and entrances				<b>✓</b>		
	through treatments such as enclosure, screening, high quality						
	finishes, sensitive lighting and landscaping.						
	.5 Streetscapes, Landscapes, and Public Realm Design	N/A	1	2	3	4	5
a.	Site buildings to protect mature trees, significant vegetation, and	✓					
<u>.                                    </u>	ecological features.	<b>√</b>					
b.	Locate underground parkades, infrastructure, and other services	•					
	to maximize soil volumes for in-ground plantings.						
C.	Site trees, shrubs, and other landscaping appropriately to						<b>✓</b>
-	maintain sight lines and circulation.						./
d.	Design attractive, engaging, and functional on-site open spaces						•
	with high quality, durable, and contemporary materials, colors,						
_	lighting, furniture, and signage.			-	<b>✓</b>		
e.	Ensure site planning and design achieves favourable microclimate outcomes through strategies such as:				*		
١.							
•	Locating outdoor spaces where they will receive ample sunlight throughout the year;						
	Using materials and colors that minimize heat absorption;						
	Planting both evergreen and deciduous trees to provide a balance						
•	of shading in the summer and solar access in the winter; and						
•	Using building mass, trees and planting to buffer wind.						
f.	Use landscaping materials that soften development and enhance						<b>√</b>
'-	the public realm.						,
g.	Plant native and/or drought tolerant trees and plants suitable for						<b>√</b>
g.	the local climate.						
h.	Select trees for long-term durability, climate and soil suitability,				1		<b>✓</b>
'''	and compatibility with the site's specific urban conditions.						
2 1	.6 Building Articulation, Features and Materials	N/A	1	2	3	4	5
a.	Express a unified architectural concept that incorporates variation	,,,	_		3	4	<b>→</b>
".	in façade treatments. Strategies for achieving this include:						
•	Articulating facades by stepping back or extending forward a						
	portion of the façade to create a series of intervals or breaks;						
•	Repeating window patterns on each step-back and extension						
	interval;						
	nicei vaij	1	1	1	1	1	ш





•	Providing a porch, patio, or deck, covered entry, balcony and/or		
	bay window for each interval; and		
•	Changing the roof line by alternating dormers, stepped roofs,		
	gables, or other roof elements to reinforce each interval.		
b.	Incorporate a range of architectural features and details into		✓
	building facades to create visual interest, especially when		
	approached by pedestrians. Include architectural features such as:		
	bay windows and balconies; corner feature accents, such as turrets		
	or cupolas; variations in roof height, shape and detailing; building		
	entries; and canopies and overhangs.		
	In alcode analytic atomat details analysis Management and the bridge		
	Include architectural details such as: Masonry such as tiles, brick,		
	and stone; siding including score lines and varied materials to		
	distinguish between floors; articulation of columns and pilasters;		
	ornamental features and art work; architectural lighting; grills and		
	railings; substantial trim details and moldings / cornices; and		
	trellises, pergolas, and arbors.		
C.	Design buildings to ensure that adjacent residential properties		•
	have sufficient visual privacy (e.g. by locating windows to		
	minimize overlook and direct sight lines into adjacent units), as		
	well as protection from light trespass and noise.		<b>-</b>
a.	Design buildings such that their form and architectural character		•
	reflect the buildings internal function and use.	+	 <b>√</b>
e.	Incorporate substantial, natural building materials such as		•
f.	masonry, stone, and wood into building facades.		<b>√</b>
1.	Provide weather protection such as awnings and canopies at primary building entries.		•
	1 7 5		<b>-</b>
g.	Place weather protection to reflect the building's architecture.		<b>→</b>
h.	Limit signage in number, location, and size to reduce visual clutter		•
-	and make individual signs easier to see.		<b>√</b>
i.	Provide visible signage identifying building addresses at all		•
	entrances.		

	SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RA	RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE N/A 1 2 3 4 5						
(1 i	s least complying & 5 is highly complying)						
4.1	Low & mid-rise residential & mixed use guidelines						
4.1	1 Relationship to the Street	N/A	1	2	3	4	5
h.	Ensure lobbies and main building entries are clearly visible from						✓
	the fronting street.						
i.	Avoid blank walls at grade wherever possible by:						✓
•	Locating enclosed parking garages away from street frontages or						
	public open spaces;						
•	Using ground-oriented units or glazing to avoid creating dead						
	frontages; and						

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_	Mile and the second defect of the second sec						1
•	When unavoidable, screen blank walls with landscaping or						
	incorporate a patio café or special materials to make them more						
	visually interesting.						<u> </u>
	esidential & Mixed Use Buildings	1					
j.	Set back residential buildings on the ground floor between 3-5 m						<b>✓</b>
	from the property line to create a semi-private entry or transition						
	zone to individual units and to allow for an elevated front						
	entryway or raised patio.						
•	A maximum 1.2 m height (e.g. 5-6 steps) is desired for front						
	entryways.						
•	Exceptions can be made in cases where the water table requires						
	this to be higher. In these cases, provide a larger patio and screen						
	parking with ramps, stairs and landscaping.						
k.	Incorporate individual entrances to ground floor units accessible						✓
	from the fronting street or public open spaces.						
I.	Site and orient buildings so that windows and balconies overlook						<b>√</b>
	public streets, parks, walkways, and shared amenity spaces while						
	minimizing views into private residences.						
4.1	2 Scale and Massing	N/A	1	2	3	4	5
a.	Residential building facades should have a maximum length of 60	_				•	<b>√</b>
	m. A length of 40 m is preferred.						
b.	Residential buildings should have a maximum width of 24 m.					<b>√</b>	1
C.	Buildings over 40 m in length should incorporate a significant	<b>✓</b>					<del>                                     </del>
· ·	horizontal and vertical break in the façade.						
d.	For commercial facades, incorporate a significant break at	<b>✓</b>					<del>                                     </del>
۵.	intervals of approximately 35 m.						
/. 1	3 Site Servicing, Access, and Parking	N/A	1	2	3	4	5
a.	On sloping sites, floor levels should step to follow natural grade	√ ×	-		3	4	)
u.	and avoid the creation of blank walls.						
b.	Site buildings to be parallel to the street and to have a distinct						<b>/</b>
D.	front-to-back orientation to public street and open spaces and to						•
	rear yards, parking, and/or interior court yards:						
	Building sides that interface with streets, mid-block connections						
•	and other open spaces and should positively frame and activate						
	, , ,						
	streets and open spaces and support pedestrian activity; and						
•	Building sides that are located away from open spaces (building						
	backs) should be designed for private/shared outdoor spaces and						
	vehicle access.						-
C.	Break up large buildings with mid-block connections which should	<b>√</b>					
	be publicly-accessible wherever possible.						-
d.	Ground floors adjacent to mid-block connections should have	✓					
	entrances and windows facing the mid-block connection.						4
4.1	4 Site Servicing, Access and Parking	N/A	1	2	3	4	5
a.	Vehicular access should be from the lane. Where there is no lane,			1			<b>✓</b>
	and where the re-introduction of a lane is difficult or not possible,						
	access may be 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 minimised; and						
•	There is no more than one curb cut per property.						
b.	Above grade structure parking should only be provided in	✓					
	instances where the site or high water table does not allow for						
	other parking forms and should be screened from public view with						
	active retail uses, active residential uses, architectural or						
_	landscaped screening elements.						-/
C.	Buildings with ground floor residential may integrate half-storey						•
	underground parking to a maximum of 1.2 m above grade, with the following considerations:						
•	Semi-private spaces should be located above to soften the edge						
	and be at a comfortable distance from street activity; and						
	Where conditions such as the high water table do not allow for this						
	condition, up to 2 m is permitted, provided that entryways, stairs,						
	landscaped terraces, and patios are integrated and that blank						
	walls and barriers to accessibility are minimized.						
4.1	5 Publicly-Accessible and Private Open Spaces	N/A	1	2	3	4	5
a.	Integrate publicly accessible private spaces (e.g. private	<u>,</u>					
	courtyards accessible and available to the public) with public open						
	areas to create seamless, contiguous spaces.						
b.	Locate semi-private open spaces to maximize sunlight					✓	
	penetration, minimize noise disruptions, and minimize 'overlook'						
	from adjacent units.						
Ro	oftop Amenity Spaces						
c.	Design shared rooftop amenity spaces (such as outdoor recreation				✓		
	space and rooftop gardens on the top of a parkade) 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 by using fencing, landscaping,						
	or architectural screening.						./
d.	Reduce the heat island affect 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.						
/. 1	6 Building Articulation, Features, and Materials	N/A	1	2	3	/.	Е
<b>4.1</b>	Articulate building facades into intervals that are a maximum of 15	14//	_		5	4	<u>5</u> ✓
a.	m wide for mixed-use buildings and 20 m wide for residential						
	buildings. Strategies for articulating buildings should consider the						
	potential impacts on energy performance and include:						
	The state of the s	1	L	i .	1	<u> </u>	



•	Façade Modulation – stepping back or extending forward a				
	portion of the façade to create a series of intervals in the façade;				
•	Repeating window pattern intervals that correspond to extensions				
	and step backs (articulation) in the building façade;				
•	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.				
b.	Break up the building mass by incorporating elements that define			1	✓
~.	a building's base, middle and top.				
c.	Use an integrated, consistent range of materials and colors and			+	<b>√</b>
Ĺ.	provide variety, by for example, using accent colors.				-
4					<b>✓</b>
d.	Articulate the façade using design elements that are inherent to				•
	the buildings 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.				
e.	Incorporate distinct architectural treatments for corner sites and				✓
	highly visible buildings such as varying the roofline, articulating				
	the façade, adding pedestrian space, increasing the number and				
	size of windows, and adding awnings or canopies.				
f.	Provide weather protection (e.g. awnings, canopies, overhangs,	✓			
	etc.) along all commercial streets and plazas 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				_
g.	, , , , , , , , , , , , , , , , , , , ,				
	building and incorporate architectural design features of buildings				
	from which they are supported.		-	 	
h.	Place and locate awnings and canopies to reflect the building's				<b>√</b>
<u> </u>	architecture and fenestration pattern.				
i.	Place awnings and canopies to balance weather protection with				✓
	daylight penetration. Avoid continuous opaque canopies that run				
	the full length of facades.				
j.	Provide attractive signage on commercial buildings that identifies	✓			
	uses and shops clearly but which is scaled to the pedestrian rather				
L	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.				
k.	Avoid the following types of signage:				<b>✓</b>
•	Internally lit plastic box signs;				
•	Pylon (stand alone) signs; and				
•	Rooftop signs.				
I.	Uniquely branded or colored signs are encouraged to help	✓			
	establish a special character to different neighbourhoods.				



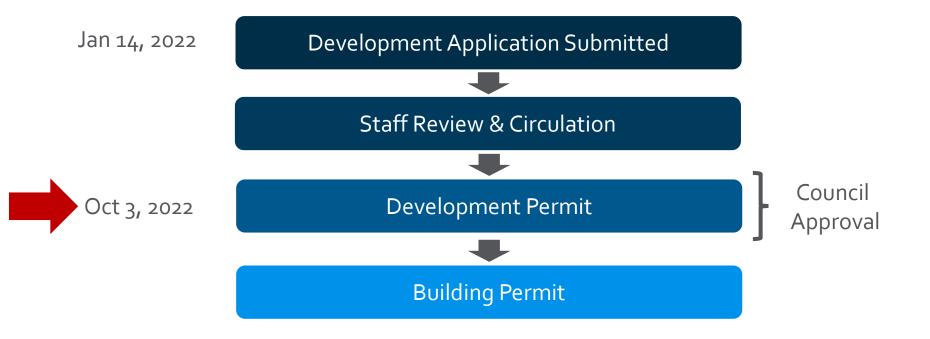


# Proposal

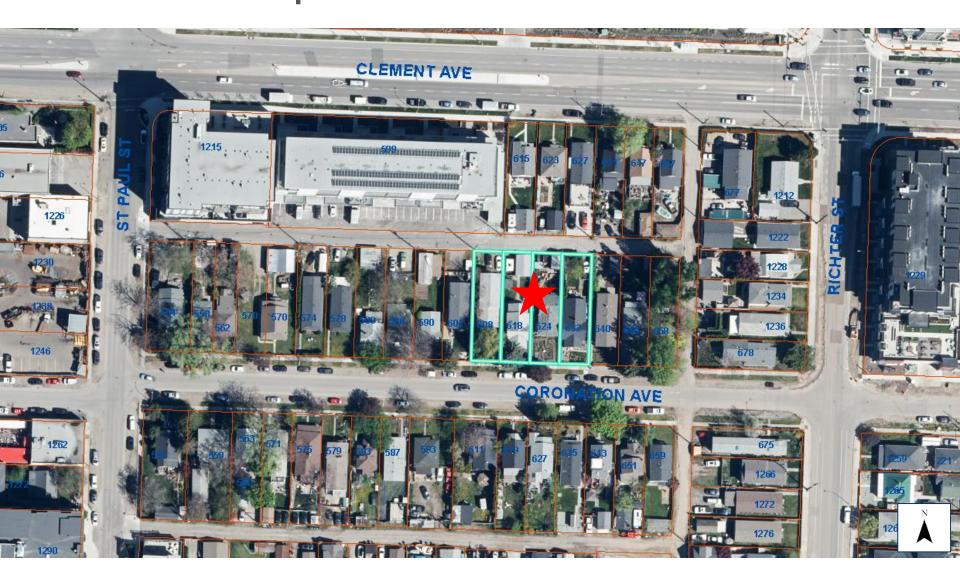
➤ To issue a Development Permit for the form and character of apartment housing.

## **Development Process**





# Context Map



# Future Land Use / Zoning



# Subject Property Map



# UC1 – Downtown Urban Centre Kelowna

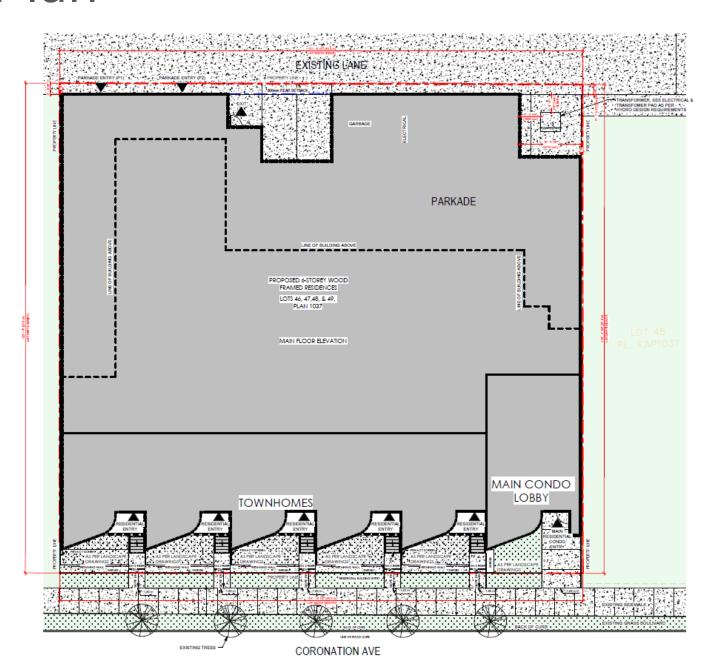
- ► UC1 is a new zone for the Downtown Urban Centre. Previously a combination of multiple zones, primarily C7.
- ➤ The purpose of this zone is to designate and to preserve land for developments of the financial, retail and entertainment, governmental, cultural and civic core of the downtown while also encouraging high density mixed-use buildings.



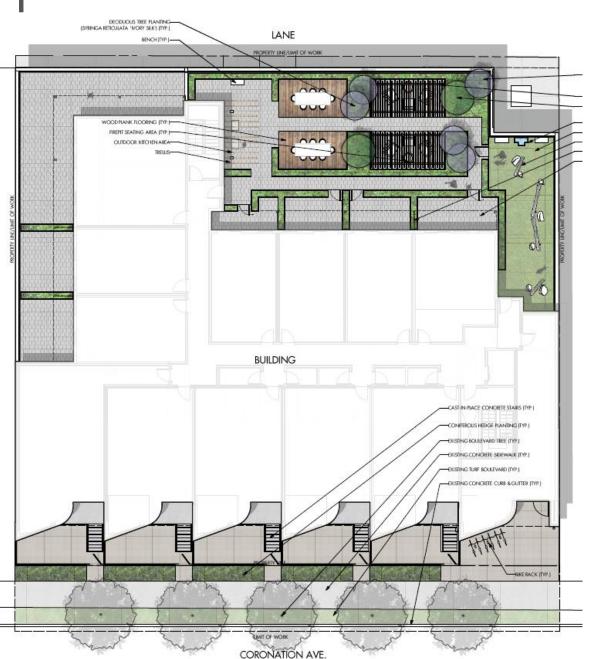
# Project/technical details

- ▶ 6-storey, 60 unit apartment building
  - 25 bachelor units, 20 one-bedroom units, 15 two-bedroom units
- Amenity deck provided on the roof of the structured parkade
- ▶ 58 parking stalls
  - ▶ 56 in partially sunken parkade and 2 at-grade
  - All parking accessed via lane
- Architectural style is intended to reflect the Art Deco and Craftsman styles of existing homes in the neighbourhood

# Site Plan



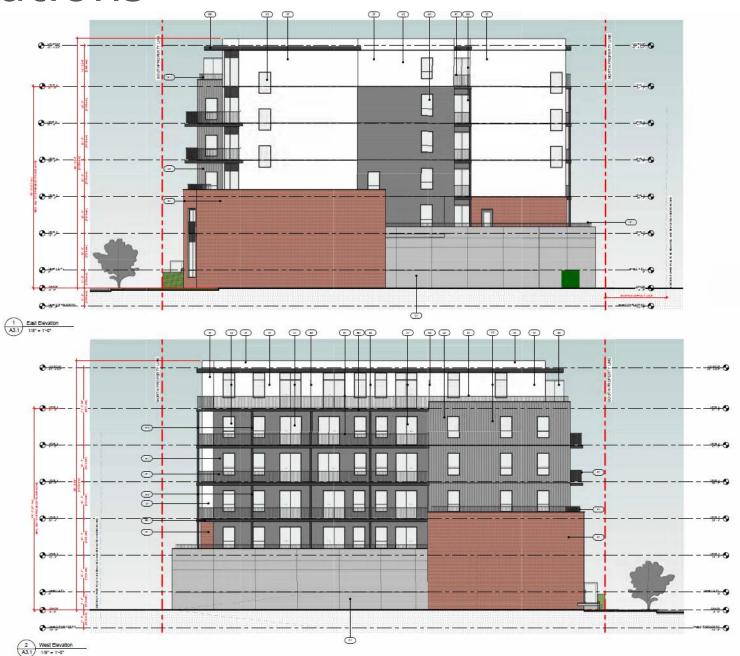
# Landscape Plan



## Elevations



## Elevations



Rendering





## Staff Recommendation

- ➤ Staff recommend **support** for the proposed Development Permit
- ► Meets the intent of the Official Community Plan
  - ▶ UC Urban Centre Designation and Policies for the Downtown Urban Centre
  - Building Height and Street Character Mapping
  - Conforms to the Form & Character Design Guidelines for Low and Mid-Rise Residential Development
- Complies with the Zoning Bylaw regulations



# Conclusion of Staff Remarks

### **CITY OF KELOWNA**

## **BYLAW NO. 12353**

## Amendment No. 15 to Building Bylaw No. 7245

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Building Bylaw No. 7245 be amended as follows:

- 1. THAT Part 11 Private Swimming Pools, 11.3.5 be amended by changing "City of Kelowna Zoning Bylaw, No. 8000 to "City of Kelowna Zoning Bylaw, No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No. 12353, being Amendment No. 15 to Building Bylaw No.7245."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Adopted by the Municipal Council of the City of Kelowna this

Mayo	
City Clerk	

### CITY OF KELOWNA

### **BYLAW NO. 12354**

## Amendment No. 7 to Animal and Poultry Regulation and Animal Pound Bylaw No. 5421-82

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Animal and Poultry Regulation and Animal Pound Bylaw No. 5421-82 be amended as follows:

- 1. THAT **Section 1 DEFINITIONS,** <u>Zoning Bylaw</u> be amended by deleting "City of Kelowna Zoning Bylaw No. 8000" and replace it with "City of Kelowna Zoning Bylaw No. 12375;"
- 2. AND THAT **Section 2, REGULATIONS,** (a)(i) be deleted as follows:

In the A1, RR1, RR2, RR3, and RU1 zones, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot is less than  $\frac{1}{2}$  acre (.20 ha.) in area – two (2) rabbits are permitted."

and replace it with

"In the A1, A2, RR1, and RR2 zones, and all related subzones as defined in the Zoning Bylaw, where the lot is less than ½ acre (.20 ha.) in area – two (2) rabbits are permitted;"

3. AND THAT **Section 2, REGULATIONS,** (a)(ii) be deleted as follows:

"In the A1, RR1, RR2, RR3, and RU1 zones, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot is more than ½ acre (.20 ha.) but less than 1 acre (.40 ha.) in area – ten (10) rabbits or ten (10) poultry or a combination thereof are permitted."

and replace it with

"In the A1, A2, RR1, and RR2 zones, and all related subzones as defined in the Zoning Bylaw, where the lot is more than ½ acre (.20 ha.) but less than 1 acre (.40 ha.) in area – ten (10) rabbits or ten (10) poultry or a combination thereof are permitted;"

4. AND THAT Section 2, REGULATIONS, (a)(iii) be deleted in its entirety:

"In the RR3 and RU1 zones, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot is more than 1 acre (.40 ha.) but less than two acres (.81 ha.) in area – one (1) horse, or one (1) cow, or one (1) steer, or one (1) goat, or one (1) sheep, or one (1) other large animal; plus then (10) rabbits or ten (10) poultry or a combination thereof are permitted;"

5. AND THAT **Section 2**, **REGULATIONS**, (a)(iv) be deleted in its entirety:

"In the RR3 and RU1 zones, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot exceeds 2 acres (.81 ha.) in area –

not more than two (2) animals consisting of horses, cattle, sheep, or goats, or a combination iv. In the RR3 and RU1 zones, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot exceeds 2 acres (.81 ha.) in area – not more than two (2) animals consisting of horses, cattle, sheep, or goats, or a combination thereof, plus twenty (20) rabbits or twenty (20) poultry, or a combination thereof are permitted.";

6. AND THAT **Section 2**, **REGULATIONS**, (a)(v) be deleted as follows:

"In the A1, RR1, and RR2, or in one of these zones with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, zones where the lot is more than 1 acre (.40 ha.) and less than 2 acres (.81 ha.) in area – the number of animals and poultry is unlimited except as outlined in the Zoning Bylaw."

and replace it with

"In the A1, A2, RR1, and RR2, and all related subzones where the lot is more than 1 acre (.40 ha.) in area – the number of animals and poultry is unlimited except as outlined in the Zoning Bylaw.";

7. AND FURTHER THAT **Section 2**, **REGULATIONS**, (a)(vi) be deleted in its entirety:

"In the A1 zone, or in one of this zone with an "c" notation as part of the zoning classification, as defined in the Zoning Bylaw, where the lot is more than 2 acres (.81 ha.) in area, the number of animals and poultry is unlimited except as outlined in the Zoning Bylaw;"

- 8. This bylaw may be cited for all purposes as "Bylaw No. 12354, being Amendment No. 7 to Animal & Poultry and Animal Pound Bylaw No. 5421-82."
- 9. This bylaw shall come into full force and effect and is binding on all persons once adopted.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Adopted by the Municipal Council of the City of Kelowna this

Mayor
City Clerk

#### **BYLAW NO. 12355**

## Amendment No. 19 to Business Licence and Regulation Bylaw No. 7878

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Business Licence and Regulation Bylaw No. 7878 be amended as follows:

- 1. THAT Section 5 <u>Licence Application and Fee</u>, 5.2 be amended by changing "City of Kelowna Zoning Bylaw, No. 8000 as amended or replaced from time to time," to "City of Kelowna Zoning Bylaw, No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No. 12355, being Amendment No. 19 to Business Licence and Regulation Bylaw No.7878."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Mayor
City Clerk

## **BYLAW NO. 12356**

# Amendment No. 22 to Subdivision, Development and Servicing Bylaw No. 7900

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Subdivision, Development and Servicing Bylaw No. 7900 be amended as follows:

- 1. THAT SCHEDULE 1 WORKS & SERVICES REQUIREMENTS, WORKS & SERVICES REQUIREMENTS table be deleted in its entirety and replaced with Schedule 'D' attached to and forming part of this bylaw;
- 2. This bylaw may be cited for all purposes as "Bylaw No. 12356, being Amendment No. 22 to Subdivision, Development and Servicing Bylaw No. 7900."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Mayor
City Clerk

Schedule D

Schedule 1 – Works & Services Requirements

	UTILITIES (REFER TO KEY SHEET)							STREET REQUIREMENTS (REFER TO STANDARD DRAWINGS)		
						ROAD				
ZONE(4)	WATER	SEWER	EWER DRAIN WIRING LIGHTING CHARACTER LOCAL <sup>(1)</sup> COLLECTOR <sup>(1) (2)</sup>				ARTERIAL <sup>(1)</sup>			
								NO BIKE LANE	WITH BIKE LANE	
A1	WELL	SWRSEP	DITCH	OH	SLI	RURAL	SS-R3/R4	SS - R7	SS - R6	-
A2	WELL	SWRSEP	DITCH	OH	SLI	RURAL	SS-R3/R4	SS - R7	SS - R6	
RR1	WTR	SWRSEP	DITCH	OH	SLI	RURAL	SS-R3/R4	SS - R7	SS - R6	_
RR2	WTR	SWR	DITCH	OH	SLI	RURAL	SS-R3/R4 SS-R3/R4	SS - R7	SS - R6	-
RU1	WTR	SWR	STM	UG	SL	URBAN	SS-R3/R4	SS - R7	SS - R6	WITH 'MAJOR
RU2	WTR	SWR	STM	UG	SL	URBAN	SS-R3/R4	SS - R7	SS - R6	
RU3	WTR	SWR	STM	UG	SL	URBAN	SS-R3/R4	SS - R7	SS - R6	ROAD
RU4	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	
RU5	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	NETWORK
										PLAN'
MF1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	
MF2	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	CLASSIFICATION
MF3	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	
MH1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	
HD1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R7	SS - R6	-
HD2	WTR	SWR	STM	UG	SL	URBAN	N/A	SS-R7	SS-R6	
C1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	-
C2	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	-
VC1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	-
UC1-5	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	-
CA1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	

	UTILITIES (REFER TO KEY SHEET)							STREET REQUIRI (REFER TO STANDARD		
						ROAD		ROAD	CLASSIFICATION	
ZONE <sup>(4)</sup>	WATER	SEWER	DRAIN	WIRING	LIGHTING	CHARACTER	LOCAL <sup>(1)</sup>	COLLE	CTOR <sup>(1) (2)</sup>	ARTERIAL <sup>(1)</sup>
								NO BIKE LANE	WITH BIKE LANE	
I1	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	IN ACCORDANCE
12	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	III ACCONDANCE
13	WTR	SWRSEP	DITCH	OH	SLI	RURAL	N/A	SS - R5	SS - R6	WITH 'MAJOR
14	WELL	SWRSEP	DITCH	OH	SLI	RURAL	N/A	SS - R5	SS - R6	ROAD
										NETWORK
P1	WTR	SWR	STM	UG	SL	RURAL	N/A	SS - R5	SS - R6	
P2	WTR	SWR	STM	UG	SL	RURAL	N/A	SS - R7	SS - R6	PLAN'
P3	WELL	SWRSEP	STM	W	SLI	RURAL	N/A	SS - R7	SS - R6	
P4	WELL	SWRSEP	STM	W	SL	RURAL	N/A	SS - R7	SS - R6	CLASSIFICATION
W1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(SS-R8 to SS-R16)
W2		AS REQUIRED BA	ASED ON DEVEL	LOPMENT PROPO	)SAL		AS REQUIRED BASI	ED ON DEVELOPMENT PROF	POSAL	
CD <sup>(3)</sup>	WTR	SWR	STM	UG	SL	URBAN	AS SPECIFIED	IN EQUIVALENT ZONE	SS - R6	-
CD12	WTR	SWR	STM	UG	SL	URBAN	N/A	SS - R5	SS - R6	

#### **BYLAW NO. 12357**

## Amendment No. 2 to Sign Bylaw No. 11530

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Sign Bylaw No. 11530 be amended as follows:

- 1. THAT Section 1.4 General Definitions related to this Bylaw, be amended by:
  - a) deleting the title of the Director "Director of Community Planning and Strategic Investment" and replacing it with "Director of Planning& Development Services";
  - b) deleting the definition

"'Sign Area' means the total area within the outer edge of the frame or border of a sign. Where a sign has no frame, border, or background, the area of the sign shall be the area contained within the shortest line surrounding the whole group of letters, figures, or symbols of such a sign. In the case of a multi-faced sign, only one side of the sign shall be counted";

and replace it with

"Sign Area" means the total area within the outer edge of the frame or border of a sign. Where a sign has no frame, border, or background, the area of the sign shall be the area contained within the shortest straight line surrounding the whole group of letters, figures, or symbols of such a sign, but not each letter individually. In the case of a multifaced sign, only one side of the sign shall be counted";

- 2. AND THAT Section 1.5 Administration of Bylaw, 1.5.1 be amended by deleting "Director of Community Planning and Strategic Investment" and replace it with "Director of Planning & Development Services";
- 3. AND THAT **Section 1.6 Sign Application Information, 1.6.**3 be amended by bolding "Building Inspector";
- 4. AND THAT Section 2.1 GENERAL REGULATIONS, 2.1 Signs Permitted in All Zones without Permits be amended by adding the following:
  - "(f) Signs indicating business hours, open and closed only.";
- 5. AND THAT Section 2.4 Signs on Public Property, 2.4.2 be amended by deleting "an Awning or";
- 6. AND THAT **Section 3.4 Contractor Sign,** 3.4.2 Regulations (d) 1. be amended by adding "**sign**" in front of "Area" and bolding;

- 7. AND THAT **Section 3.5 Directional Sign,** 3.5.1 be amended by adding the following after the word "event":
  - "; or designates on-site areas for pick-up or "delivery" for short term parking and loading.";
- 8. AND THAT Section 3.5 Directional Sign, 3.5.2 Regulations (h) be added as follows:
  - "(h) Pick-up and "delivery" **signs** shall not be located on any public property or within any public right of way.
- 9. AND THAT Section 3.8 Identification Sign, 3.8.2 Regulations be changed as follows:
  - (a) delete (a) in its entirety and replace it with "Shall not be a Free-Standing **Sign**; and shall not be located above the second storey of the building";
  - (b) after occupation of the person add "containing numbers and letters only."
  - (c) add "(d)The sign may be illuminated in accordance with section 2.5 Sign Lighting";
  - (d) add "(e) If an identification sign does not meet the regulations above, it will require a **sign** permit under the specific **sign** type and **zone** (i.e Fascia **Sign**, Wall **Sign**, Canopy **Sign**)";
- 10. AND THAT **Section 3.10 Project Sign**, 3.10.2 (i) be changed as follows:
  - Delete the words "not" and "but may display" from "(iv.) **Signs** attached to construction **hoarding** may not display company names or **logos**, but may display images, the project name, and contact information.";
- AND THAT **Section 4.9 Real Estate Sign Commercial**, 4.9.2 Regulations (e) be amended by deleting "must be placed on the building where the space is being leased or rented" and replace it with "must be placed on the property where the space is being leased or rented.";
- AND THAT **Section 4.11 Suspended Sign**, 4.11.2 Regulations, (a) be amended by deleting the words "canopy or";
- 13. AND THAT Section 5 AGRICULTURAL ZONES be amended by adding "A2" after "A1";
- AND THAT **Section 6 LOW DENSITY RESIDENTIAL ZONES**, be amended by deleting "RR<sub>3</sub>, RU<sub>6</sub>, RU<sub>7</sub>, RH<sub>1</sub>, RH<sub>2</sub>";
- AND THAT Section 6 Low Density Residential Zones, 6.2 Signs not Requiring a Permit be amended by adding "(f) Agricultural Sign";
- 16. AND THAT Section 7 MULTI FAMILY RESIDENTIAL ZONES be amended as follows:
  - (a) Deleting "Applicable **zones**: RM1, RM2, RM3, RM4, RM5, RM6, RM7, RH3, CD 22 Areas C, D, E, F, G, H, CD24 Sub Area B, and all related **subzones**" and replacing it with "Applicable **zones**: MF1, MF2, MF3, and all related **subzones**";
- 17. AND THAT **Section 7.4 Zone Specific Regulations** be amended by deleting "(a) Businesses in the RM6 **zone**" and replace it with "Businesses in the MF3 **zone**";
- 18. AND THAT **Section 8 LOCAL COMMERCIAL ZONES** be amended by deleting "C<sub>2</sub>, C<sub>5</sub>" and adding "CA<sub>1</sub>, VC<sub>1</sub>, and Comprehensive Development Zones unless otherwise specified in the zone";

- 19. AND THAT **Section 9 URBAN COMMERCIAL ZONES** be amended by deleting "Applicable **zones**: C<sub>3</sub>, C<sub>4</sub>, C<sub>7</sub>, C<sub>9</sub>, CD<sub>22</sub> Areas A and B, and all related subzones" and replace it with "Applicable **zones**: UC<sub>1</sub>, UC<sub>2</sub>, UC<sub>3</sub>, UC<sub>4</sub>, UC<sub>5</sub>, and all related subzones";
- 20. AND THAT Section 9 URBAN COMMERCIAL ZONES, 9.3 Signage Regulations (b) e. be amended by adding the word "building" before the word "frontage";
- AND THAT Section 9 URBAN COMMERCIAL ZONES, 9.3 Signage Regulations (b) h. be amended by deleting the word "double" and adding the words "more than one" before the word "frontage";
- AND THAT **Section 10 MAJOR COMMERCIAL ZONES** be amended by deleting "C6, C8, CD24 Sub Area A," and adding "C2";
- AND THAT Section 10 MAJOR COMMERCIAL ZONES, 10.3 Signage Regulations (b) Maximum number of permanent signs:, g. be amended by deleting "One (1) Illuminated Fascia Sign. If a business has double frontage, maximum of two (2) illuminated Fascia Signs per business" and replace it with "One (1) illuminated Fascia Sign per business. If a business has more than one frontage, a maximum of two (2) illuminated Fascia Signs per business.";
- AND THAT Section 11 SERVICE COMMERCIAL AND INDUSTRIAL ZONES be amended by deleting "SERVICE COMMERCIAL AND"; and by deleting the following applicable zones: "C10, I5, I6, CD12, C15";
- AND THAT **Section 12 PUBLIC AND INSTITUTIONAL ZONES** be amended by deleting the following zones: "P8 and CD22 Sub Area 1";
- 26. AND THAT Section 12 PUBLIC AND INSTITUTIONAL ZONES, 12.3 Signage Regulations, (i) be amended by
  - (a) bolding the words "Sign" and "Signs";
  - (b) deleting the words "double frontage" and replacing them with the words "more than one";
- 27. AND THAT **Section 13 ENFORCEMENT AND OFFENCES, 13.1 General, 13.1.1** be amended by deleting "Director of Community Planning and Strategic Investment" and replace it with "Director of Planning & Development Services";
- 28. AND THAT Section 13 ENFORCEMENT AND OFFENCES, 13.2 Right of Entry, 13.2.1 be amended by deleting "Director of Community Planning and Strategic Investment" and replace it with "Director of Planning & Development Services";
- 29. This bylaw may be cited as "Bylaw No. 12357, being Amendment No. 2 to the Sign Bylaw No. 11530".

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Mayor

## **BYLAW NO. 12358**

## Amendment No. 4 to Building Numbering Bylaw No. 7071

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Building Numbering Bylaw No. 7071 be amended as follows:

- 1. THAT **Schedule "B" Section 2. NUMBERING VARIOUS BUILDING TYPES**, be amended by deleting "Zoning Bylaw No. 8000" and replace it with "Zoning Bylaw No. 12375";
- 2. AND THAT **Schedule "B" Section 2.8 <u>NUMBERING VARIOUS BUILDING TYPES</u>**, be deleted in its entirety:
  - "Numbering of Buildings located in a Comprehensive Residential Golf Resort (CD6) Zone as designated by the City of Kelowna Zoning Bylaw No. 8000:
  - a) All building types shall be assigned a number conforming to Sections 2.1 to 2.7 of this Schedule, provided that each entrance faces a public right-of-way or a private internal road system.
  - b) If the buildings are numbered from a private internal road system, the numbering shall be assigned conforming to the Grid Numbering System in Schedule "A" and Sections 1.1 to 1.7 of this Schedule.".
  - c) Private road names shall be approved by the Director of Planning & Development Services."
- 3. This bylaw may be cited for all purposes as "Bylaw No. 12358, being Amendment No. 4 to Building Numbering Bylaw No. 7071."
- 4. This bylaw shall come into full force and effect and is binding on all persons as of date of adoption.

Adopted by the Municipal Council of the City of Kelowna this	
	Mayor
	,
	City Clerk

## **BYLAW NO. 12359**

# Amendment No. 10 to Revitalization Tax Exemption Bylaw No. 9561

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Revitalization Tax Exemption Bylaw No. 9561 be amended as follows:

- 1. THAT Section 6 d. be amended by deleting "City of Kelowna Zoning Bylaw No. 8000 as amended from time to time" and replace it with "City of Kelowna Zoning Bylaw No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No. 12359, being Amendment No. 10 to Revitalization Tax Exemption Program Bylaw No. 9561.".
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Adopted by the Municipal Council of the City of Kelowna	a this
·	Mayor
	City Clerk

## **BYLAW NO. 12360**

## Amendment No. 2 to Good Neighbor Bylaw No. 11500

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Good Neighbour Bylaw No. 11500 be amended as follows:

- 1. THAT **Section 2. Definitions, 2.1 Residential Areas** be amended by deleting "City of Kelowna Zoning Bylaw No. 8000 as amended or replaced from time to time" and replace it with "City of Kelowna Zoning Bylaw No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No.12360 being Amendment No. 2 to Good Neighbor Bylaw No. 11500."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

dopted by the Municipal Council of the City of Kelowna this	
	Mayor
	City Clerk

## **BYLAW NO. 12361**

# Amendment No. 3 to Soil Removal and Deposit Regulation Bylaw No. 9612

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Soil Removal and Deposit Regulation Bylaw No. 9612 be amended as follows:

- 1. THAT **Section 5 EXEMPTIONS FROM PERMIT REQUIREMENT;** 5.1 (c) and (d) be amended by deleting all references to "City of Kelowna Zoning Bylaw No. 8000" and replace them with "City of Kelowna Zoning Bylaw No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No.12361 being Amendment No. 3 to Soil Removal and Deposit Regulation Bylaw No.9612."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Adopted by the Municipal Council of the C	ty of Kalawaa this	
Adopted by the Monicipal Council of the C	ty of Nelowila triis	
		Mayo

City Clerk

## BYLAW NO. 12363

# Amendment No. 1 to Short-Term Rental Accommodation Business Licence Bylaw No. 11720

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Short-Term Rental Accommodation Business Licence and Regulation Bylaw No. 11720 be amended as follows:

- 1. THAT **Section 1 INTRODUCTION, 1.2 Definitions,** 1.2.1 **"Zoning Bylaw"** be amended by deleting the reference to "City of Kelowna Zoning Bylaw No. 8000, 1998 as amended or replaced from time to time" and replace it with "City of Kelowna Zoning Bylaw No. 12375".
- 2. This bylaw may be cited for all purposes as "Bylaw No.12363 being Amendment No. 1 to Short-Term Rental Accommodation Business Licence Bylaw No.11720."
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Mayor
 City Clerk

## **BYLAW NO. 12364**

## Amendment No. 42 to Traffic Bylaw No. 8120

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Traffic Bylaw No. 8120 be amended as follows:

- 1. THAT Part 4 PARKING REGULATIONS, General Parking Prohibitions, 4.1.2 Parking Prohibitions, be amended by deleting all references to "City of Kelowna Zoning Bylaw No. 8000" and replace it with "City of Kelowna Zoning Bylaw No. 12375."
- 2. This bylaw may be cited for all purposes as "Bylaw No. 12364, being Amendment No. 42 to Traffic Bylaw No. 8120."
- 3. This bylaw shall come into full force and effect and is binding on all persons once adopted.

Adopted by the Municipal Council of the City of Kelown	a this
	Mayor
	City Clerk

## **BYLAW NO. 12365**

## Amendment No. 3 to Payment in Lieu of Parking Bylaw No. 8125

	unicipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna ent in Lieu of Parking Bylaw No. 8125 be amended as follows:
1.	THAT Summary be amended by deleting "Town".
2.	THAT Section 2 be amended by deleting "Kelowna 2030 — Offiical Community Plan Bylaw No. 10500"

- and replace it with "Kelowna 2040 Offical Community Plan Bylaw No. 12300";
- 3. AND THAT Section 3 be amended by deleting "City of Kelowna Zoning Bylaw No. 8000 as amended or replaced from time to time," and replace it with "City of Kelowna Zoning Bylaw No. 12375".
- 4. This bylaw may be cited for all purposes as "Bylaw No.12365, being Amendment No 3 to Payment in Lieu of Parking Bylaw No.8125."
- 5. This bylaw shall come into full force and effect and is binding on all persons once adopted.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of July, 2022.

Mayo
City Clerk

#### **BYLAW NO. 12368**

## Amendment No. 13 to Development Applications Fees Bylaw No. 10560

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Fees Bylaw No. 10560 be amended as follows:

- 1. THAT Schedule "A" DEVELOPMENT APPLICATION FEES -Development Application Fees Table 1 FEES PURSUANT TO ZONING BYLAW NO. 8000 AND LOCAL GOVERNMENT ACT be amended by:
  - a) Deleting "Zoning Bylaw No. 8000" and replace it with "Zoning Bylaw 12375";
  - b) Deleting "Add C for Carriage House"; and adding "Rezoning"
  - Deleting the following zones "RLS, LP and R";
  - d) Deleting (Including RU7 Fast Track)
  - 2. AND THAT Schedule "A" DEVELOPMENT APPLICATION FEES –Development Application Fees Table 3 FEES PURSUANT TO SIGN BYLAW NO. 11530 be amended by deleting the following application fees:

"For a period of 31 days to 60 days: \$175.00 For a period of 61 days to 90 days: \$350.00"

And replace them with

"For a period of 31 days to 60 days: \$150.00 For a period of 61 days to 90 days: \$225.00".

- 3. This bylaw may be cited for all purposes as "Bylaw No. 12368, being Amendment No. 13 to Development Applications Fees Bylaw No.10560."
- 4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Adopted by the I	Municipal	Council of t	the City of	Kelowna this

Mayor	
City Clerk	

## **BYLAW NO. 12369**

## Amendment No.32 to the Bylaw Notice Enforcement Bylaw No. 10475

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw be amended as follows:

1. THAT **Schedule A, Zoning Bylaw No. 8000** be deleted in its entirety and replaced with the following:

"Bylaw Notice Enforcement Bylaw No. 10475

Bylaw No.	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available (*Maximum 50% Reduction in Penalty Amount Where Compliance Agreement is Shown as "Yes")
Zoning E	Bylaw No. 12	375				
12375	3.2.2	Obstruct Bylaw Enforcement Officer or Authorized Representative	\$500.00	\$450.00	\$500.00	No
12375	3.3.3	Construct/add to/alter building contrary to bylaw	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.4	Contravene a condition of a permit issued under this bylaw	\$100.00	\$90.00	\$110.00	No
12375	3.3.7(a)	Permit commercial vehicle in excess of 4,100 kg GVW in residential zone	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.7(b)	Permit recreational vehicle in excess of 5,500 kg GVW in residential zone	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.7(c)	Permit derelict motor vehicle over 30 days on residential lot	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.7(d)	Permit more than 2 recreational vehicles on residential lot	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.7(e)	Permit fuel storage tank exceeding 205 litres on residential lot	\$100.00	\$90.00	\$110.00	Yes
12375	3.3.7(f)	Fail to deflect lighting away from	\$100.00	\$90.00	\$110.00	Yes

		adjacent property				
12375	3.3.7(g)	Conduct use contrary to zone	\$500.00	\$450.00	\$500.00	Yes
12375	3.3.7(h)	Permit occupancy of secondary dwelling unit contrary to zone	\$500.00	\$450.00	\$500.00	Yes
12375	3.3.7(i)	Permit occupancy of secondary dwelling unit prior to required permits or approvals	\$500.00	\$450.00	\$500.00	Yes

This bylaw may be cited for all purposes as "Bylaw No. 12369, being Amendment No. 32 to the Bylaw Notice Enforcement Bylaw No. 10475."

Adopted by the Municipal Council of the City of Kelown	a this
	Mayor
	City Clerk

## Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Subject:** Development Cost Charge Bylaws Adoption – Information Report

**Department:** Financial Services and Office of the City Clerk

#### Recommendation:

THAT Council receives, for information, the report dated October 3, 2022 pertaining to the adoption of Kelowna Development Cost Charge Reserve Reduction Bylaw No. 12419 and Kelowna Development Cost Charge Bylaw No. 12420;

AND THAT Development Cost Charge Reserve Reduction Bylaw No. 12419 and Development Cost Charge Bylaw No. 12420 be forwarded for adoption consideration

#### Purpose:

To adopt Kelowna Development Cost Charge Reserve Reduction Bylaw No. 12419 and Kelowna Development Cost Charge Bylaw No. 12420

#### Background:

Development Cost Charge Bylaw No. 12420 sets out the charges collected from developers for public roads, water, sewer, drainage and public parkland acquisition and development when subdividing or constructing, altering, or extending a building, pursuant to the Local Government Act. Development Cost Charge Reserve Reduction Bylaw No. 12419 was drafted to draw down existing reserves for the sectors that were consolidated as part of this update. The two Bylaws will work together to fund the program but only DCC Bylaw No. 12420 will be the 'forward-facing' Bylaw that will be used to collect DCCs.

The new DCC rates will be in force immediately after the adoption by Council of the DCC Bylaw. The Local Government Act provides in-stream protection of up to 1-year from changes to DCC rates for

building permits and precursor applications (Rezoning, Development Permit and Subdivision) provided the application is complete and all application fees have been paid prior to DCC Bylaw adoption date.

#### Previous Council Resolution

Council gave the bylaws first three readings during the August 22, 2022 Regular Council Meeting.

Resolution	Date
THAT Council receives, for information, the report from Financial Services dated August 22nd, 2022, with respect to the Development Cost Charge program update;	August 22, 2022
AND THAT Council endorse the updated 20-Year Servicing Plan and Financing Strategy, AND THAT Development Cost Charge Bylaw No. 12420 and Development Cost Charge Reserve Reduction Bylaw No. 12419, be given reading consideration;	
AND THAT the interest on the amount borrowed for the anerobic digestor be included in the Development Cost Charge rate calculations,	
AND FURTHER THAT Council direct Staff to submit the new Development Cost Charge Bylaws and supporting documentation to the Ministry of Municipal Affairs for their review and approval prior to fourth reading and adoption by Council.	

#### Legal/Statutory Authority:

Local Government Act Part 14 Division 19 – Development Cost Recovery

#### Legal/Statutory Procedural Requirements:

Inspector of Municipalities approval is required prior to adoption of a development cost charge bylaw. Statutory approval was granted September 23, 2022 for Bylaw No. 12419 and for Bylaw No. 12420.

#### Submitted by:

Joel Shaw, Acting Divisional Director, Financial Services Stephen Fleming, City Clerk

## **BYLAW NO. 12419**

## **Development Cost Charge Reserve Reduction Bylaw**

WHEREAS Development Cost Charge Reserve Reduction Bylaw No. 12419 is for the purpose of drawing down existing sector-specific Development Cost Charge reserves and does not impose development cost charges;

AND WHEREAS the Development Cost Charge revenue previously collected in sector reserves must be used for the purpose for which it was collected and must be drawn down to zero;

AND WHEREAS Kelowna Development Cost Charge Bylaw No. 12420 imposes development cost charges pursuant to the Local Government Act;

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

#### PART 1 - SHORT TITLE

1.1 This bylaw may be cited for all purposes as "Development Cost Charge Reserve Reduction Bylaw No. 12419".

#### PART 3 - IMPOSITION OF DEVELOPMENT COST CHARGES

- 3.1 There are no development cost charges imposed as part of this bylaw, as shown in Schedule A attached to and forming part of this bylaw.
- 3.2 This bylaw is in effect until repealed. The City of Kelowna will submit a bylaw to repeal this bylaw once the reserves are drawn down to zero.
- Development cost charges are imposed in accordance with Kelowna Development Cost Charge Bylaw No. 12420.
- The reserves to be drawn down are provided in the table below and their geographically areas shown in Schedule B, attached to and forming part of this bylaw:

Service	Sector	Assessment Area Methodology	Balance (\$)	Reserve No.
Roads	SE Kelowna R-A	Specified Area	5,394,256.89	R741
Roads	NE of Inner City R-C	Specified Area	651,936.86	R <sub>743</sub>
Roads	North of Hwy 33 R-D	Specified Area	289,613.16	R744
Water	Inner City W-A	Specified Area	18,316,190.28	R701
Water	South Mission W-B	Specified Area	0.00	R702
Water	Clifton/Glenmore W-D	Specified Area	1,009,649	R704
Wastewater Trunks	Inner City S-A	Specified Area	4,034,610.21	R721
Wastewater Trunks	South Mission S-B	Specified Area	1,198,628.62	R <sub>73</sub> 0

This bylaw shall come into full force and effect and is bind	ling on all persons as and from the date of adoption.
Read a first, second and third time by the Municipal Coun	cil this 22 <sup>nd</sup> day of August, 2022.
Approved by the Inspector of Municipalities this	
Adopted by the Municipal Council of the City of Kelowna	this
	Mayor
<del>-</del>	City Clerk

## Schedule A

SERVICES	Sector	All Land Uses		
		\$/subdivision or building permit		
ROADS	•			
SE Kelowna	R-A	0		
NE of Inner City	R-C	0		
North of Hwy 33	R-D	0		
WATER				
Inner City	W-A	0		
South Mission	W-B	0		
Clifton/Glenmore	W-D	0		
WASTEWATER TRUNKS				
Inner City	S-A	0		
South Mission	S-B	0		

## Schedule B – Service Area Maps

Figure 1: DCC Transportation Service Sector Plan.

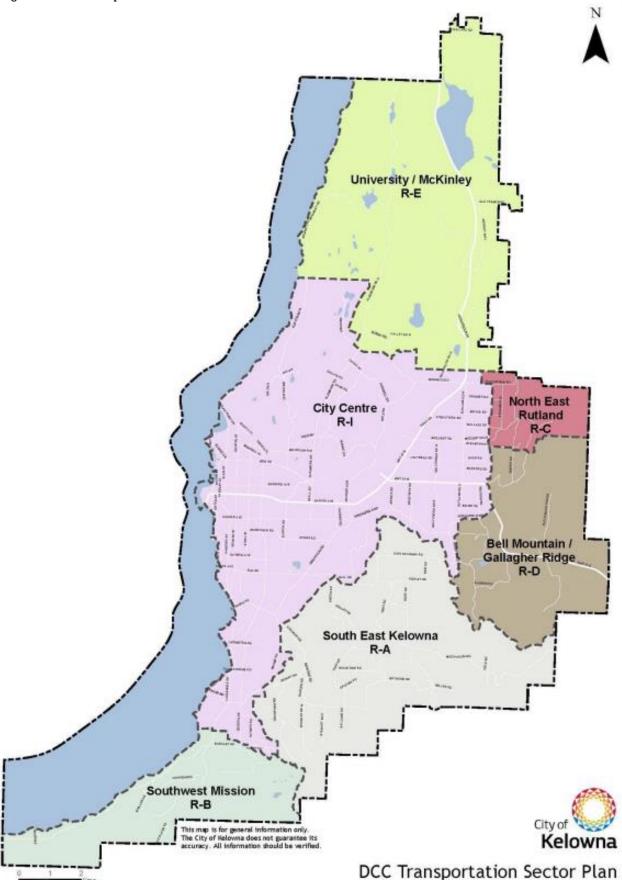


Figure 2: Water DCC Service Sector Plan

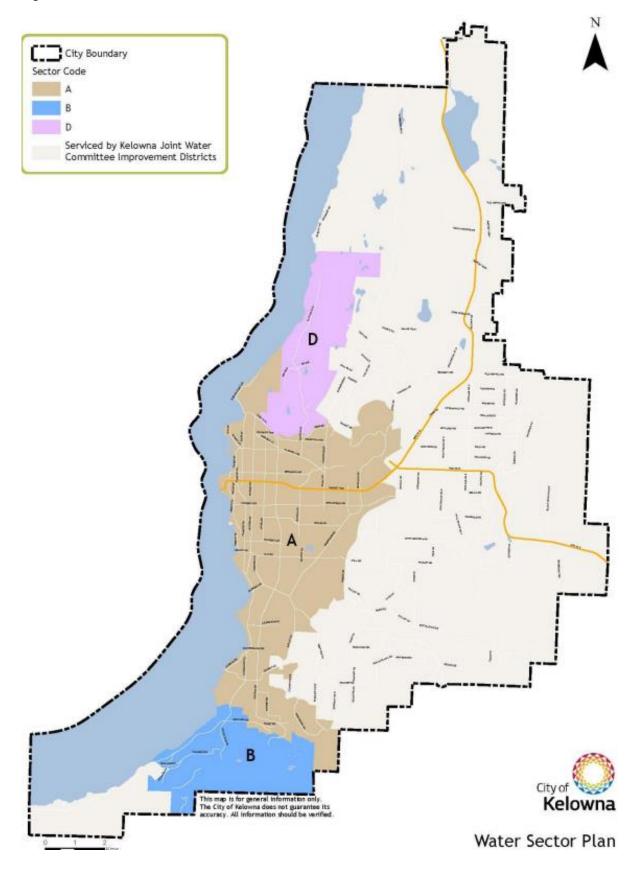
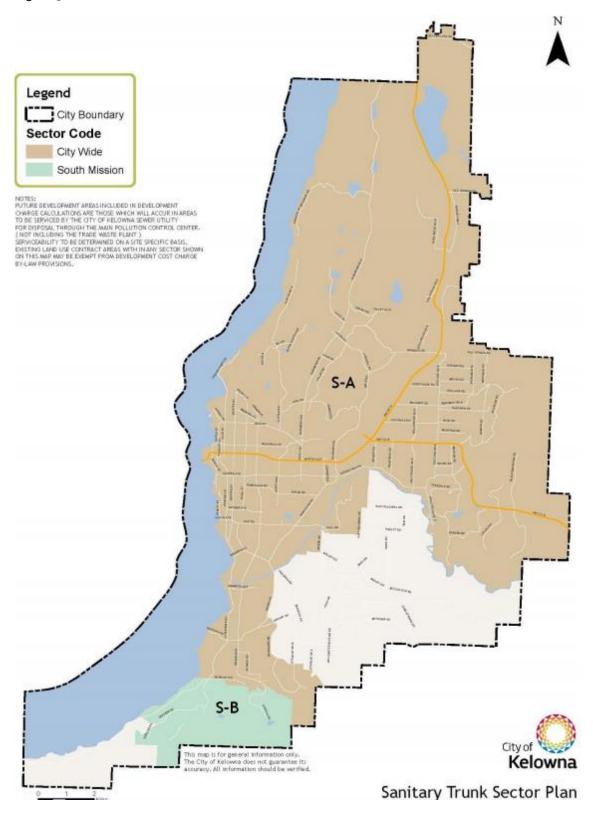


Figure 3: Wastewater Trunk DCC Service Sector Plan



## **BYLAW NO. 12420**

## **Development Cost Charge Bylaw**

WHEREAS a local government may, by bylaw, impose development cost charges;

AND WHEREAS development cost charges may be imposed for the purpose of providing funds to assist the municipality in paying the capital cost of providing, constructing, altering, or expanding sewage, water, drainage and highway facilities, other than off-street parking facilities and providing parkland and improving parkland, to serve directly or indirectly, the development in respect of which the charges are imposed;

AND WHEREAS the Council of the City of Kelowna has considered the matters referred to in section 564(4) of the Local Government Act;

AND WHEREAS in the opinion of the Council, the charges imposed by this Bylaw are related to capital costs attributable to projects included in the City's financial plan, and projects consistent with the City's Official Community Plan.

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

#### PART 1 - SHORT TITLE

1.1 This bylaw may be cited for all purposes as "Kelowna Development Cost Charge Bylaw No. 12420".

#### PART 2 - DEFINITIONS

- 2.1 For the purpose of this bylaw, words and phrases that are not defined in this section shall have the meaning assigned to them in the *Local Government Act*.
- 2.2 In this bylaw:

"Building" means any construction used or intended for supporting or sheltering any use or occupancy and includes a mobile home.

"Commercial" means any use in any of the following Zones, except for Residential Dwelling Units and Airports, as defined by the Zoning Bylaw, in the CD12 Zone:

C1 – Local & Neighbourhood Commercial

C2 - Vehicle Orientated Commercial

CA1 – Core Area Mixed Use

VC1 - Village Centre

UC1 – Downtown Urban Centre

UC2 - Capri-Landmark Urban Centre

UC3 - Midtown Urban Centre

UC4 - Rutland Urban Centre

UC5 – Pandosy Urban Centre

CD<sub>12</sub> – Airport

CD<sub>17</sub> - Mixed Use Commercial - High Density

CD<sub>1</sub>8 – McKinley Beach Resort

CD20 - University

CD22 - Central Green

CD 26 - Capri Centre

HD2 - Residential and Health Support Services

"Carriage House" means a Residential Dwelling Unit that is authorized as a Carriage Housing under the Zoning Bylaw.

"Construction" includes building, erection, installation, repair, alteration, addition, enlargement, moving, locating, relocating, reconstruction, demolition, removal, excavation, or shoring.

"Floor Area" means the sum of the horizontal areas of each floor of a building measured from the face of the exterior walls, except motor vehicle and bicycle parking.

"Group Home" means a Group Home as defined in the Zoning Bylaw.

"Heavy Industrial" means any use, other than Residential Dwelling Units, in the I<sub>3</sub> – Heavy Industrial Zone or the I<sub>4</sub> – Natural Resource Extraction Zone, and also includes Airports, as defined by the **Zoning Bylaw**, in the CD<sub>12</sub> Zone.

"Light Industrial" means any use, other than Residential Dwelling Units, in the I1 – Business Industrial Zone or the I2 – General Industrial Zone.

"Institutional A" means any use, other than Residential Dwelling Units or Institutional B uses, in any of the following Zones:

P1 – Major Institutional

P2 - Education and Minor Institutional

P<sub>3</sub> – Parks and Open Space

P4 – Utilities

P5 - Municipal District Park

HD1 - Kelowna General Hospital

"Institutional B" means schools up to Grade 12, dormitories for post-Secondary schools located on a post-Secondary school campus, and Group Homes in any of the **zones** included in the definition of Institutional A uses.

"Lot" means a Lot as defined in the Zoning Bylaw.

"Residential Dwelling Unit" means one or more habitable rooms with self-contained sleeping, living, cooking and sanitary facilities and direct access to the open air without passing through any other similar unit, and includes a mobile home as defined in the Zoning Bylaw, but does not include a Secondary Suite as defined by the Zoning Bylaw.

"Residential 1" means all Single Residential Lots larger than 375 square metres, regardless of density, and any other developments with a density of not more than 15 residential dwelling units per hectare.

"Residential 2" means developments with a density greater than 15 and less than or equal to 35 residential dwelling units per hectare.

"Residential 3" means developments with a density greater than 35 and less than or equal to 85 residential dwelling units per hectare.

- "Residential 4" means developments with a density greater than 85 residential dwelling units per hectare.
- "Seasonal Agricultural Commercial" means a seasonal (no more than 6 months per year) commercial development in an agricultural zone, including but not limited to seasonal fruit and vegetable sales, seasonal agricultural tourism business.
- "Seasonal Agricultural Industrial" means a seasonal (no more than 6 months per year) industrial development in an agricultural zone, including but not limited to seasonal fruit and vegetable processing.
- "Single Residential Lot" means a Lot on which Single Detached Housing is a permitted use, and which is zoned Agriculture or Rural Residential under Section 10 of the Zoning Bylaw, or an RU Zone under Section 11 of the Zoning Bylaw.
- "Site Area" means the gross area of the site that is proposed for development in the building permit application.
- "Zone(s)" means the areas into which the City is divided in accordance with the Zoning Bylaw.
- "Zoning Bylaw" means the City of Kelowna Zoning Bylaw No. 12375 as amended and updated from time to time.

#### PART 3 - IMPOSITION of DEVELOPMENT COST CHARGES

- 3.1 Development Cost Charges for the purpose of providing funds to assist with each of the services set out in Schedule A, attached to and forming part of this bylaw, including providing and improving parkland, are hereby imposed on every person who obtains:
  - (a) approval of a subdivision creating at least one additional **Single Residential Lot**, or
  - (b) a building permit for any additional **Residential Dwelling Unit(s)**, or any additional **floor area** for a **Commercial**, **Light Industrial**, **Institutional A** or **Institutional B** use
  - (c) a building permit involving additional **Site Area** for **Heavy Industrial** or **Seasonal Agricultural Industrial** uses.
- 3.2 Development Cost Charges imposed under section 3.1(a) must be paid before the approval of the subdivision plan, and Development Cost Charges under section 3.1(b) must be paid before the building permit is issued.

#### PART 4 - CALCULATION OF APPLICABLE CHARGES

- 4.1 The amount of development cost charges payable shall be calculated in accordance with Schedule A, as follows:
  - (a) in the case of a subdivision, development cost charges for each of the services shown in Schedule A shall be the product of the number of additional **Lots** times the relevant amounts for the use in question, all as shown in Schedule A,
  - (b) in the case of a building permit for additional **Floor Area**, development cost charges shall be the product of the total **Floor Area** shown in the building permit plans, in square metres, times the relevant amounts for the use in question, all as shown in Schedule A,

- in the case of a building permit involving additional **Site Area**, development cost charges shall be the product of the **Site Area** shown in the building permit plans, in hectares, times the relevant amounts for the use in question, all as shown in Schedule A.
- Despite section 3.1(b), if the total **Floor Area** shown in the building permit plans is 93 square metres or less, the development cost charges for that Floor Area shall be 93 times the relevant amounts shown in Schedule A.
- Despite section 3.1(c), if the **Site Area** shown in the building permit plans is 0.405 hectare or less, the development cost charges for that Site Area shall be 0.405 times the relevant amounts shown in Schedule A.
- For the purpose of calculating the amount of development cost charges payable for Roads, the boundaries of the Sectors referred to in Schedule A as "South Mission", "North of Inner City" and "Main City / Common" are shown on the map attached to and forming part of this bylaw as Schedule B.
- 4.5 For certainty, in the case of a development that includes **Residential Dwelling Units**, the amount of development cost charges for those units shall be added to the development cost charges payable in relation to any additional floor area for any other use.

#### PART 5 - REPEAL AND EFFECTIVE DATE

- 5.1 "Kelowna Development Cost Charge Bylaw No. 15015", and all amendments thereto, are hereby repealed.
- This bylaw shall come into full force and effect and be binding on all persons as of the date of adoption.

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

Approved by the Inspector of Municipalities this

 Mayo
City Clerk

Schedule 'A'

Land Use	Residential 1	Residential 2	Residential 3		Carriage House	Commercial	Light Industrial	Heavy Industrial	Institutional A	Institutional B	<u>Seasonal</u>	Seasonal
	Single-detached Residenital or	15 < Units/Ha <= 35	35 < Units/Ha <=85	85 < Units/Ha							<u>Agricultural</u> <u>Industrial</u>	Agricultural  Commercial
	Units/Ha <= 15					minimum charge	minimum charge	minimum charge	minimum charge	minimum charge	minimum charge	minimum charge
	(\$/Lot or Unit)	(\$/Lot or Unit)	(\$/Lot or Unit)	(\$/Unit)	(\$/Unit)	93 sq. mtr. (\$/m² Floor Area)	93 sq. mtr. (\$/m² Floor Area)	0.405 hecare (\$/Hectare Site Area)	93 sq. mtr. (\$/m² Floor Area)	93 sq. mtr. (\$/m² Floor Area)	0.405 hecare (\$/Hectare Site Area)	93 sq. mtr. (\$/m² Floor Area)
SERVICES Sect	<u>or</u>											_
<u>ROADS</u>												
South Mission R-E	·	24,725	18,378	16,745	10,349	90.57	45.28	67,560	90.57	Exempt	33,780	45.28
North of Main City R-E		17,735	13,182	12,011	7,423	64.96	32.48	48,460	64.96	Exempt	24,230	32.48
Main City/Common R-	11,903	10,760	7,998	7,287	4,504	39.42	19.71	29,402	39.42	Exempt	14,701	19.71
WATER												
City-Wide W-	998	903	671	611	378	3.31	1.65	5,536	3.31	3.31	2,768	1.65
WASTEWATER TRUNKS												
City-Wide S-A	1,908	1,725	1,282	1,168	722	6.32	3.16	10,580	6.32	6.32	5,290	3.16
WASTEWATED TREATMENT												
WASTEWATER TREATMENT City-Wide T-A	4,772	4,314	3,207	2,922	1,806	15.80	7.90	26,464	15.80	15.80	13,232	7.90
•	,	,	,	,	,			,			,	
<u>DRAINAGE</u>												
City-Wide D-A	702	492	281	211	211	2.81	2.11	5,267	2.81	2.81	2,634	1.40
PARKS												
Parkland Acquisition P-A	8,337	8,337	8,337	8,337	8,337	13.80	6.90	10,296	Exempt	Exempt	5,148	6.90
Park Development P-[		6,462	6,462	6,462	6,462	10.70	5.35	7,980	Exempt	Exempt	3,990	5.35

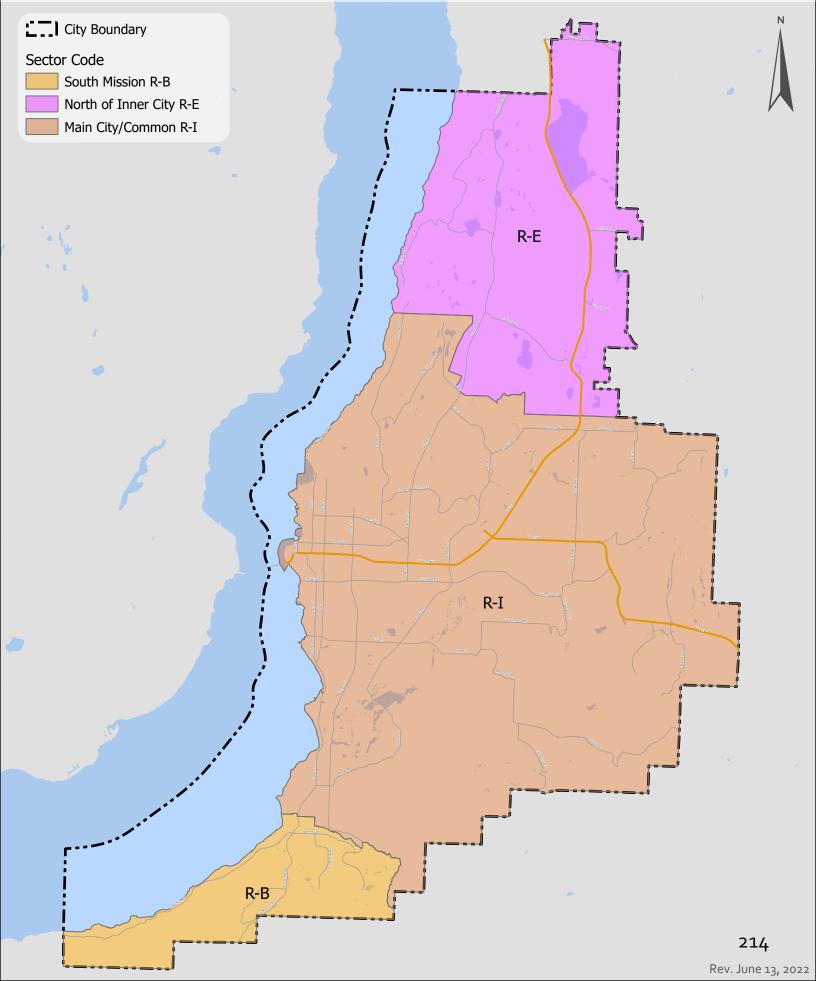
## Schedule 'B'



## DCC Transportation Sector Plan

This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

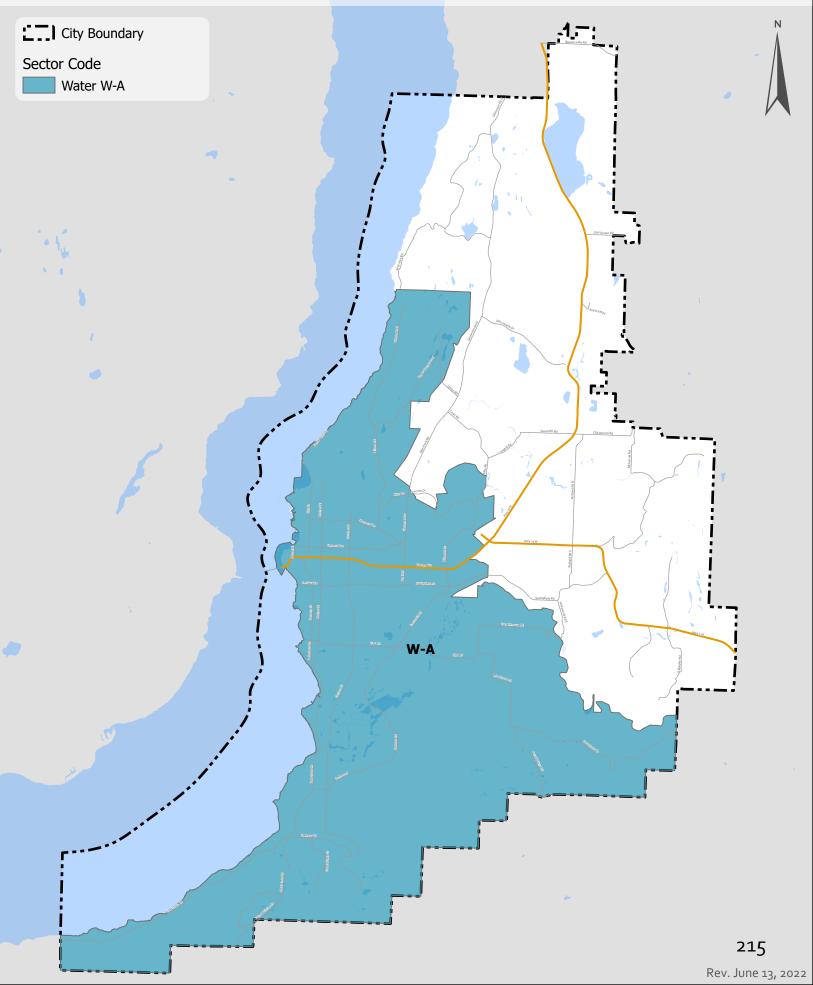
0 1 2 4 km



## DCC Water Sector Plan

This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.





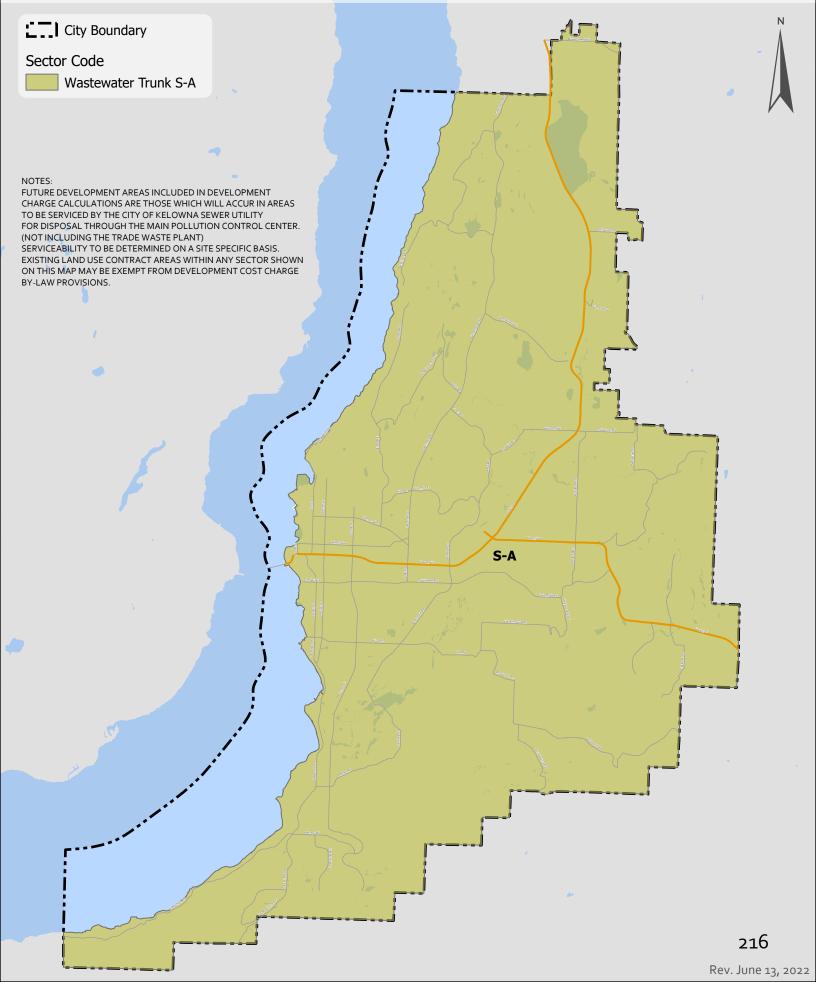


## DCC Wastewater Trunks Sector Plan

This map is for general information only.

The City of Kelowna does not guarantee its accuracy. All information should be verified.

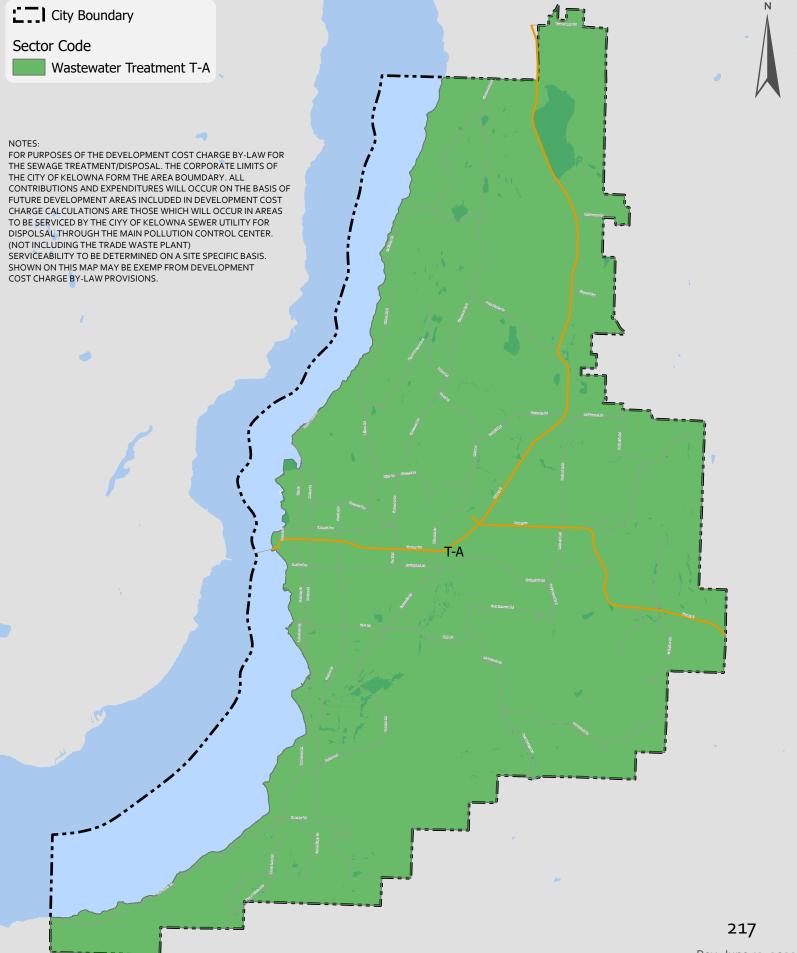






## DCC Wastewater Treatment Sector Plan

This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.

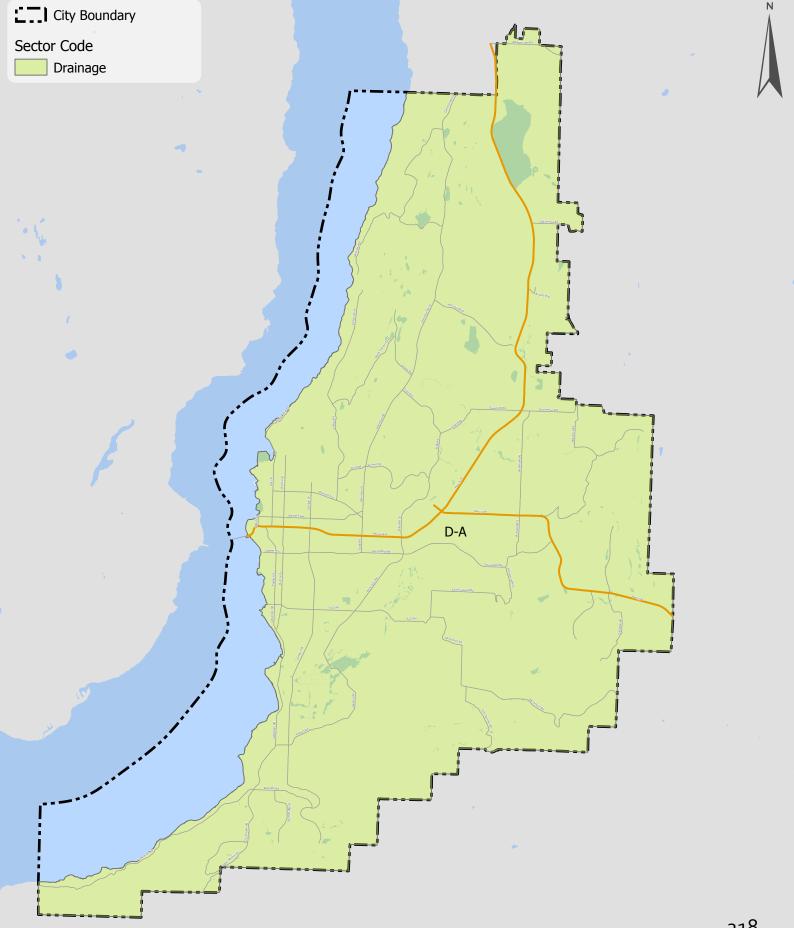




## DCC Drainage Sector Plan

This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

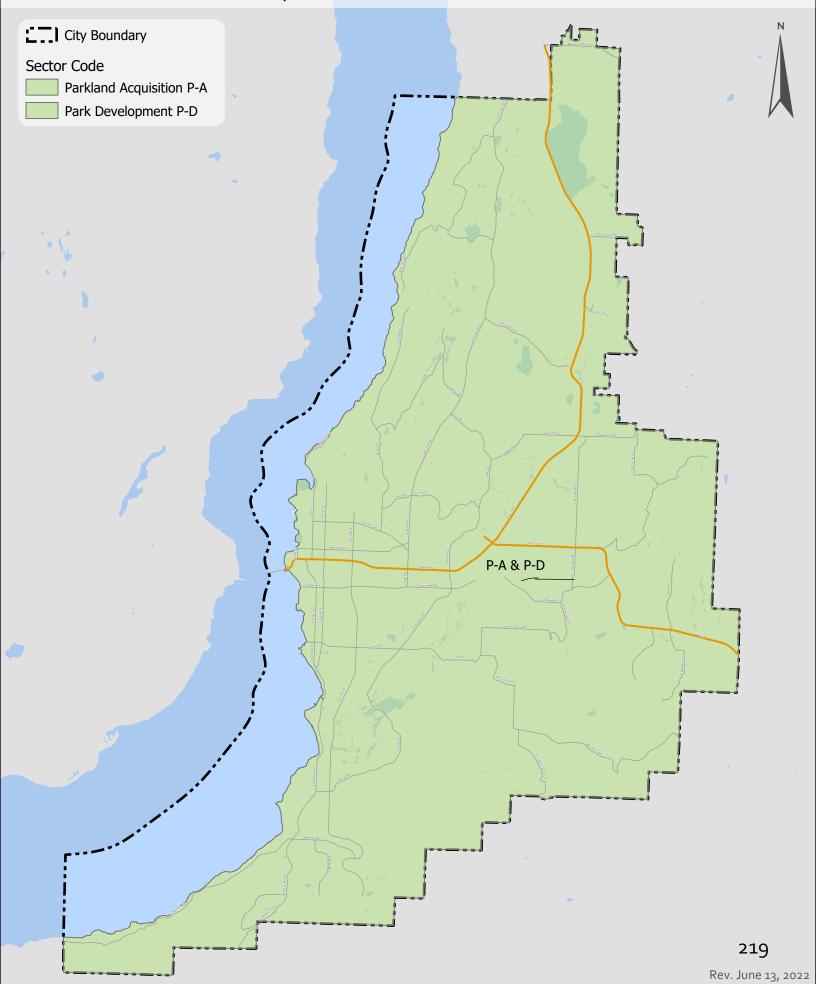




# DCC Parkland Acquisition Sector Plan and DCC Park Development Sector Plan

This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

O 1 2 4 km



## Report to Council



Date: October 3, 2022

To: Council

From: City Manager

Subject: Mission Recreation Park Master Plan: 2022 Update

**Department:** Parks & Buildings Planning

#### Recommendation:

THAT Council receive, for information, this report from Parks and Building Planning, dated October 3, 2022, in consideration of the Mission Recreation Park Master Plan update.

#### Purpose:

To provide an update to the Mission Recreation Park Master Plan, completed in 2013.

#### **Background:**

The Mission Recreation Park Master Plan is intended to guide the ongoing development of Mission Recreation Park and act as a decision-making framework for near-term revitalization and long-term development while balancing opportunities as they arise.

Mission Recreation Park is 46.55 ha (115 ac). It is located at 4105 Gordon Drive, south of and adjacent to Mission Creek, and north and west of, and adjacent to, Thomson Marsh Park. The land for the park was purchased in the early 1990s when the Thomson Family sold a section of farmland to the City. Early planning and infrastructure were completed with the development of the soccer fields, initial softball complex and fieldhouse. The site is primarily low-lying, historically marshland and vulnerable to flooding, although much of the site has been filled to accommodate active recreation and building infrastructure.

The Capital News Centre was constructed in 2003, and the H2O Adventure & Fitness Centre was constructed in 2008 as part of the plan implementation.

Current park amenities include:

- H2O Adventure & Fitness Centre
- Capital News Centre (CNC) including 2 ice sheets, 2 multi-courts, fitness centre, running track
- Kinsmen Fieldhouse

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- Kinsmen Media Centre and concession
- 6 grass multi-purpose fields
- 1 artificial turf multi-purpose field with lighting and bleacher seating
- 6 softball fields with lighting
- 1 artificial small size soccer field with a seasonal inflatable dome enclosure
- Fenced off-leash dog areas, large and small dogs
- 2 playground areas
- Xeriscape garden
- Arboretum
- Community Garden
- Interim skateboard facility
- Parks operations facilities and tree nursery
- Multi-use Trails, providing linkages to:
  - o Gordon Drive Active Transportation Corridor
  - Access to Mission Creek Greenway
  - o Access to Thomson Marsh Park Trail
- 2 additional ball fields are under development, to be completed in 2023

New visitation data collected for Phase One of the *Parks Master Plan* indicates that Mission Recreation Park is the most visited park site in Kelowna.

The 10-year Capital Plan impacts Mission Recreation Park through the following projects:

PROJECT	CAPITAL BUDGET	YEAR
BUILDINGS		
Capital News Centre - Expansion, 2 Ice Sheets & Multi-use Facility	\$39,290,000	2024-2025
Mission Activity Centre - Construction	\$14,919,200	2024-2025
PARKS		
Mission Recreation - Softball Diamonds	\$4,500,000	2021-2023
Mission Recreation - Youth Park, Plaza, & Trail System	\$3,083,935	2024-2025

In addition to the projects identified in the 10-Year Capital Plan, from time to time the City receives unsolicited proposals from local sports interests for potential partnerships to establish new facilities in Recreational Parks, many of which may not be feasible without a financial contribution from the City in partnership with the potential proponent.

Recreation parks serve an important function in the City. Recreation Parks are primarily active in their design. They typically include high-activity sports fields, recreation centres, arenas, court facilities, swimming pools and multi-recreational trails. They attract large numbers of participants and spectators for both local play and event hosting and must accommodate such access demands with supportive vehicle, transit, cycling and pedestrian infrastructure. Passive recreational uses such as picnicking and playgrounds for all ages are also typically incorporated into the design. Recreation parks should be

Council August 22, 2022 Page **3** of **6** 

planned in conjunction with transit services including safe and convenient access to transit stops, as well as high-quality cycling and pedestrian routes and amenities.

Some current site challenges include parking demands on the site, adequate washroom and changeroom facilities, transit exchange congestion, and accessibility throughout the site. Based on a site parking inventory, the park has a deficit to support existing events and future infrastructure and requires further parking development. The site is currently serviced by multiple portable toilets, indicating a deficit of adequate washroom facilities.

#### Discussion:

This update to Mission Recreation Park Master Plan is intended to capture completed projects since 2013, as well as highlight upcoming Capital Projects.

Projects completed since 2013, and in-progress projects:

- The temporary covered soccer facility was completed in 2014.
- The surface of the artificial turf field was replaced this spring at a cost of \$950,000
- The addition of two soft ball fields is currently in development to be completed in 2023. Retention
  of the riparian area is limiting the size of the outfield of the north field. An area of riparian
  compensation may be required.
- The ball field construction will require the removal of some parking stalls.

#### Future projects:

- Capital News Centre is planned for expansion in 2024-25 adding indoor sports facilities. Work is currently underway with the development of an Indoor Recreation Facilities Strategy that will help inform the CNC Functional Space Program.
- The addition of a new Mission Activity Centre is planned for development in 2024-25, providing community focused amenities, for a greater diversity of users on the site.
- Mission Recreation Youth Park, Plaza of Champions, and Park Trail systems are planned for development in 2024-25. This will allow the park to develop into a more cohesive and inclusive place. It will allow accessible pedestrian movement throughout the site as well as more spaces for passive recreation. These park features will provide a greater sense of place to the overall park user experience.
- Transit Services is proposing an expansion of the transit exchange at Mission Recreation Park, with the goal of improved services and faster transit access through the site. The master plan shows one option of a transit exchange along the H2O frontage. There is some loss of parking as a result, which will need to be compensated for elsewhere on the site. The option also requires an additional access point onto Gordon Drive to serve the north side of H2O. This option has yet to be confirmed.
- The adjacent property, 1085 Lexington Drive (Michaelbrook Golf Course) was identified in the Future Land Use of the 2040 OCP as a potential expansion for the Mission Recreation Park. This property is not City owned and is therefore subject to a successful future acquisition in order to proceed.

Council August 22, 2022 Page **4** of **6** 

- Potential expansion of H2O is shown in the Master Plan, although not currently included in the Capital Plan.
- An area for potential restoration along Mission Creek has been identified, such as through dike setbacks, improving creek health and mitigating the negative impacts of flooding on Park infrastructure. Such restoration would be considered through the Mission Creek Restoration Initiative.

While there is sufficient parking on the site for much of the time, during peak periods, it is at a premium. The future facilities will increase this need, and additional parking locations have been identified. The parking demand will be assessed in detail as each development is brought forward. It is anticipated a *Parking Demand Management Plan* will be required to minimize the area needed for parking on the site at peak periods. The Master Plan also addresses washroom facilities in the near and long term. Additionally, Transit Services is actively working to address future transit improvements on the site. The upcoming Capital Projects will address many of the site accessibility challenges and overall site success.

The Mission Recreation Park Master Plan will continue to be a crucial component of guiding the park development, particularly in the upcoming building and park development phases. It will be an important tool to help guide public consultation and partnership opportunities. A potential future acquisition may allow park expansion to the east, allowing the park to support an increased range of amenities with greater success.

The Mission Recreation Park Master Plan will also benefit from the Parks Master Plan work being done concurrently. It will assist in developing broader community objectives for the park and inform how Mission Recreation Park can help fulfill City wide goals within a value framework.

#### Public Engagement

Stakeholder and public engagement will be incorporated as part of the individual projects as they arise, in conjunction with data capturing current park user patterns to inform evolving user requirements.

Public feedback gathered during related projects such as the Indoor Recreation Facilities Strategy, Kelowna Community Campus and the Parks Master Plan will also be used to inform projects.

Park development has been optimized to align with community needs and opportunities as they arise, and future planning will continue to proactively engage with the community to ensure the site is developed in a manner that best meets the needs of the community.

#### Conclusion:

Mission Recreation Park contributes to Kelowna's unique identity and acts as a vital park amenity. The park development will continue to progress with close attention given to its important role as an active recreation park, its critical role as a space for social interaction and its opportunity to serve as a broader regional recreation destination. It will continue to sustain a broad range of athletics and leisure activities and strive to be inclusive and sensitive to its complex ecology. The next phases of development, including park programming and built spaces, will be an essential component to making Mission Recreation Park a unique local and regional destination and a celebrated public space.

Council August 22, 2022 Page **5** of **6** 

#### Internal Circulation:

Parks Services
Active Living & Culture
Community Communications
Infrastructure Delivery
Transit and Programs
Real Estate
Partnerships
Financial Planning

#### Considerations applicable to this report:

#### **Existing Policy**

*Imagine Kelowna* - identified several visions for the City. Relevant to this report are its principles and goals working together as a system to help the community achieve its vision: Responsible, Smarter, Collaborative, and Connected.

Council Priorities: 2019-2022 - identified six focus areas with measures to transform municipal vision into action. All focus areas are relevant to the Mission Park Masterplan and this report: Community Safety, Transportation and Mobility, Economic Resiliency, Social and Inclusive, Vibrant Neighbourhoods and Environmental Protection.

2040 Official Community Plan (OCP) and Amendments – topics covered by the OCP are fundamental to understanding the complex trends and changes that affect long-term planning for Kelowna, as well as for its public parks. Topics such as Accessible Parks and Parks for All; Sense of Place; Transportation; Year-Round Activity; Natural Environment; Pedestrian Connectivity and A Changing Climate, will influence the future roles and needs of recreation parks.

10-Year Capital Plan (2022-2040) — Identifies several significant projects that form part of Mission Recreation Park development as identified above.

Transit Exchange Feasibility Study 2020 – provides an overview of the transit exchange study to identify potential improvements for transit facilities in Kelowna, including the Mission Recreation Exchange.

#### **Other Considerations**

Mission Creek Restoration Initiative (MCRI) Lower Mission Creek Habitat Conservation and Restoration Plan - Presentation to Kelowna City Council, June 20, 2022.

Council August 22, 2022 Page **6** of **6** 

#### Considerations not applicable to this report:

Legal/Statutory Authority: Legal/Statutory Procedural Requirements: Existing Policy: External Agency/Public Comments:

#### Submitted by:

C. Simpson, Park & Landscape Planner, Parks and Buildings

#### Approved for inclusion:

D. Edstrom, Divisional Director, Partnership & Investments

#### Attachments:

Schedule A – Design Master Plan Schedule B – PowerPoint





MISSION RECREATION PARK MASTER PLAN
September 16, 2022





# Purpose

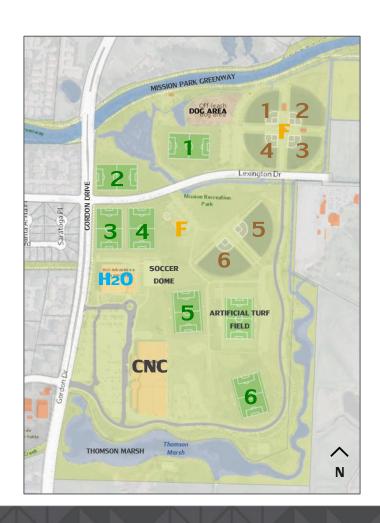
October 3, 2022

To provide an update to the previous Mission Recreation Park Master Plan, completed in 2013.





# **Existing Amenities**



#### Mission Recreation Park

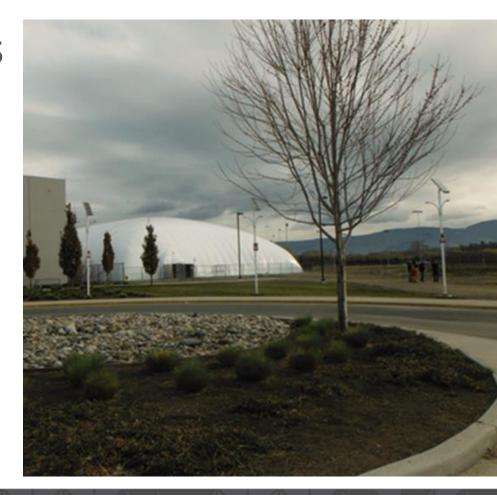
- H2O Adventure & Fitness Centre
- Capital News Centre
- Kinsmen Fieldhouse
- Softball Fieldhouse
- 6 grass multi-purpose fields
- 1 artificial turf multi-purpose field
- 6 softball fields with lighting
- 1 artificial soccer field with dome
- Fenced off-leash dog areas
- 2 playground areas
- Xeriscape garden
- Arboretum
- Community garden
- Multi-use trails



# 2022 Update

## Completed Projects

- 1 artificial small size soccer field facility with seasonal dome enclosure – 2014
- Artificial turf field replacement – 2022





## 2022 Update

## Upcoming 10-Year Capital Projects

### **BUILDINGS**

- Capital News Centre Expansion
- New Mission Activity Centre

### **PARKS**

- Softball Diamonds
- Youth Park, Plaza, & Trail System



BALL DIAMONDS

TRAIL SYSTEM YOUTH PARK **PLAZA** 

**ACTIVITY CENTRE** 

**CNC EXPANSION** 



Youth Park and Plaza

- The Youth Park will provide a broader range of drop-in park amenities targeting children and youth.
- The Plaza will provide a focal point for the Park and a greater sense of cohesion and celebration.



Pedestrian Pathways and Trails

- Further development of primary pedestrian trails will make the park a more cohesive and inclusive place.
- Connectivity throughout the park will provide a greater sense of place.
- Pathways will connect park to perimeter recreational trails.



Transit Exchange Options

 Development of the transit exchange project is ongoing, ensuring the best site placement and configuration.



Washroom Facilities

- There are existing washroom facilities in two locations.
- Proposed Mission Activity Centre and CNC Expansion may accommodate new facilities.
- Central Fieldhouse location is currently not funded.



# Parking

- Future amenities will increase the need for parking. Additional parking locations have been identified.
- The parking demand will be assessed in detail as each development is brought forward. It is anticipated a Parking Demand Management Plan will be required.



City of **Kelowna** 



# Mission Creek Greenway





It is crucial to understand the impact of Mission Creek on Mission Recreation Park.



## Planning and Development Budget

PROJECT	CAPITAL BUDGET	YEAR
BUILDINGS		
Capital News Centre - Expansion	\$39,290,000	2024-2025
Mission Activity Centre	\$14,919,200	2024-2025
PARKS		
Softball Diamonds	\$4,500,000	2021-2023
Youth Park, Plaza, & Trail System	\$3,083,935	2024-2025





## Questions?

For more information, visit **kelowna.ca**.

## Report to Council



Date: October 3, 2022

To: Council

From: City Manager

Subject: 2022 Uptown Rutland Business Association, Mural Festival – Funding Request

**Department:** Parks and Building Planning

#### Recommendation:

THAT Council receive for information the Report from Parks & Building Planning, dated October 3rd, 2022, regarding funding for the Uptown Rutland Business Association Mural Festival.

AND THAT the 2022 Financial Plan be amended to include \$20,000 to support the 2022 Uptown Rutland Business Association Murals Festival with funding from the Public Art Reserve.

#### Purpose:

Funding request to support the Uptown Rutland Business Association Mural Festival in 2022

#### **Background:**

The Public Art Program has made a financial contribution to the Uptown Rutland Business Association (URBA) that was used towards their 2019 (\$10K), 2020 (\$20K) and 2021 (\$20K) mural festival. The City and URBA have since operated under an agreement which was prepared based on a contribution amount determined by the number of completed murals.

The three-year commitment of City financial support for the festival concluded in 2021 however, URBA is requesting additional support from the City as it relates to funding for the 2022 Mural Festival. In 2022 URBA commissioned 4 large murals which are now completed and available for viewing at various locations in the Rutland community.

Staff are recommending \$20,000 be drawn from the public art reserve to support URBA in 2022. With the goal of assisting build the momentum of the URBA Mural Festival achieved over the last 3 years, it is the intention that 2022 be the last year of funding assistance for the event.

October 3, 2022 Council Page 2 of 2

#### **Internal Circulation:**

Financial Planning

Submitted by:

K. Pinkoski, Planner Specialist

Approved for inclusion: R. Parlane, Manager, Parks & Building Planning

cc: M. Antunes, Acting Financial Planning Manager

## Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Subject:** Lease – PJS Real Estate Holdings Ltd.

**Department:** Kelowna International Airport and Real Estate

#### Recommendation:

THAT Council receives for information the report from Kelowna International Airport and Real Estate dated October 3, 2022, with respect to the lease with PJS Real Estate Holdings Ltd.

#### Purpose:

To provide Council with information on the lease with PJS Real Estate Holdings Ltd.

#### **Background:**

In 2018, a subdivision of five lots was registered for City of Kelowna (the City) owned land between Highway 97 and Airport Way, and Airport Way and Old Vernon Road. This subdivision was created to lease to external third parties in order to generate additional revenues for the City. These lands are within Comprehensive Development Zone 12 – Airport and are referred to as the West Lands.

PJS Real Estate Holdings Ltd. (PJS) wishes to lease 6280 Lapointe Drive as outlined in red on the sketch plan attached as Appendix A (the Property) in order to build industrial warehouses. PJS is a progressive, family-owned property development and management company that has been in operation for over three decades. PJS owns, develops, and manages over 2 million square feet of high-quality, awardwinning, industrial properties in Calgary, Kelowna, and Phoenix Arizona, servicing the needs of over 200 tenants. PJS is committed to providing an exceptional tenant-landlord relationship.

The West Lands were initially purchased with funds from the Land Sales Reserve. Kelowna International Airport (the Airport) funded the development costs for the West Lands from the Airport Groundside Reserve. As a result, if leased, the Airport would receive 100% of lease revenues generated from the West Lands until such time that the development costs are fully recovered. Subsequently, the Airport would receive 20% of the lease revenues, and the Land Sales Reserve would receive 80% of the lease revenues generated from the West Lands.

Lot#	Leased?	Lessee	Commencement Date	Annual Rent
1	No			
2	Yes	PJS Real Estate Holdings Ltd.	October 1, 2022	\$72,418.56 (\$0.81/ft²/year prior to grading rent reduction) + Fair Market Value adjustments
3	Yes	Ironman Properties	August 31, 2018	\$58,839.00 (\$0.71/ft²/year prior to grading rent reduction) + 2%/year
4 & 5	Yes	KF Centre for Excellence	November 1, 2020	\$109,279.40 (\$0.8035/ft²/year prior to grading and non- profit rent reduction) + 2%/year

#### Previous Council Resolution

Resolution	Date
That Council approves the lease with PJS Real Estate Holdings Ltd. attached as Appendix B to the report of the Kelowna International Airport and Real	September 26, 2022
Estate departments dated September 26, 2022;	
AND THAT the 2022 Financial Plan be amended to include the annual revenue associated with the PJS Real Estate Holdings Ltd. lease;	
AND THAT the Manager, Property Management be authorized to execute all documents necessary to complete and maintain this transaction, including renewals;	
AND FURTHER THAT Council direct Kelowna International Airport and Real	
Estate to bring forward details of the lease with PJS Real Estate Holdings Ltd. to a regular PM Council meeting.	

#### Discussion:

#### The Development

There is currently a o% vacancy rate at the Airport for both office and industrial space, and current and future tenants are looking for new offices due to growth and/or the future demolition of Cargo One for the Airport's Combined Operations Building. The proposed development would create leasable office and industrial space at the Airport, improving operational efficiencies and reducing congestion on roads.

#### Advertisement of the Lands

As the servicing of the West Lands was being completed, the Airport received inquiries of interest from various companies. In order to ensure public notification of lots for lease, an advertisement was placed in the City in Action ads for a land lease opportunity on May 12, 2017. This advertisement provided information on the lots available for lease and requested that submissions be provided to the Strategic Land Development Manager by May 23, 2017. All parties that had previously expressed an interest, were provided with this information.

As there were lots still available for lease in March 2019, the Senior Airport Finance and Corporate Services Manager emailed all parties that had previously expressed an interest to see if any parties had renewed interest.

#### Fair Market Value of the West Lands

A third-party land lease rental valuation was commissioned to determine the market value of the lands and was used to calculate the corresponding rent as outlined below.

#### Terms of the Proposed Sublease

Sublease Component	Description	
Tenure Type	Land lease for the purpose of constructing industrial warehouses.	
Land Lease Area	89,406 square feet.	
Term	60 years, commencing on October 1, 2022.	
Occupation Date	The earlier of the date an occupancy permit has been issued for any part of 6280 Lapointe Drive, and October 1, 2024.	
Renewal Consideration	Four 10-year options to extend.	
Rent	\$72,418.56 per annum, adjusted to fair market value every five- years (not to be less than the prior year's rent, or exceed 10%), and adjusted to fair market value at 40 years. Rent will commence on the Occupation Date.	
Rent Reduction	The grading costs incurred by PJS, not to exceed \$220,000, will be amortized over the 60-year term as a rent reduction.	
Airport Maintenance Charge	\$2,985.25 per annum (increasing at 2% per annum as per Airport Fees Bylaw 7982).	
Lease Costs	Tenant to pay all costs.	
Site Condition on Expiry	Land, structures, and any improvements revert to the City upon expiry.	

#### Conclusion:

The Airport and Real Estate recommend Council receives this report for information.

#### Internal Circulation:

Financial Services Real Estate

#### Communications

#### Considerations applicable to this report:

#### Legal/Statutory Authority:

Notice of disposition of City-owned land was published pursuant to Section 26 of the *Community Charter*.

#### Financial/Budgetary Considerations:

Rent will be paid at an annual rate of \$72,419, adjusted to fair market value every five years, with any increase not to be less than the prior year's rent or greater than 10%, and adjusted to fair market value at 40 years. The Airport Maintenance Charge will be paid at an annual rate of \$2,985.25, increasing at 2% per annum. If approved, the revenue associated with the lease would be incorporated in the 2022 Financial Plan.

#### Considerations not applicable to this report:

Legal/Statutory Procedural Requirements: Existing Policy: External Agency/Public Comments: Communications Comments:

Submitted by:

S. Dyrdal, Senior Airport Finance and Corporate Services Manager

Approved for inclusion:

S.S. Samaddar, Airport Director

CC:

- T. McQueenie, Airport Corporate Services Manager
- J. Saufferer, Real Estate Department Manager
- G. Hood, Strategic Land Development Manager
- M. Antunes, Acting Financial Planning Manager
- C. Brannagan, Communications Advisor

#### GROUND LEASE - KELOWNA INTERNATIONAL AIRPORT LAND

THIS LEASE dated for reference 2022 is

BETWEEN:

CITY OF KELOWNA

1435 Water Street, Kelowna BC V1Y 1J4

(the "City")

AND:

PJS REAL ESTATE HOLDINGS LTD. (Reg. No. AO123978) 1311 9 Ave S.W. Suite 300, Calgary AB T<sub>3</sub>C oH<sub>9</sub>

(the "Tenant")

#### WHEREAS:

A. The City is the registered owner in fee simple of the lands located at 6280 Lapointe Drive, Kelowna, British Columbia and legally described as:

PID: 030-478-430 LOT 2 DISTRICT LOT 120 OSOYOOS DIVISION YALE DISTRICT PLAN EPP65593 (the "Lands").

- B. The City has agreed to lease the Lands to the Tenant for the Term in order that the Tenant may erect the Buildings and use, occupy, and enjoy the Lands and the Buildings upon the terms and conditions, and subject to the provisos, contained in this Lease.
- C. Pursuant to section 26 of the *Community Charter*, the City has posted and published notice of its intention to lease the Lands to the Tenant.

NOW THIS LEASE WITNESSES that in consideration of the Rent, covenants, and agreements to be paid, observed, and performed by the Tenant, the City leases to the Tenant and the Tenant leases from the City the Lands upon the terms and conditions and subject to the provisos contained in this Lease.

This Lease is made upon and subject to the following covenants and conditions which each of the City and the Tenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

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#### 1. DEFINITIONS

- 1.1 The terms defined in this Section 1.1, for all purposes of this Lease unless otherwise specifically provided, have the following meanings:
  - (a) "Additional Rent" means the amounts, if any, payable by the Tenant pursuant to Sections 3.9, 4.1, 4.2, 4.3, 4.4, 9.8 and 9.9 of this Lease and section 9 of Schedule A of this Lease, together with any other and additional amounts that are expressed in this Lease to be added to and made part of Additional Rent, other than Basic Rent.
  - (b) "Appraisal" means a written opinion of the Fair Market Rent prepared by an Appraiser in accordance with generally accepted appraisal practices.
  - (c) "Appraiser" means a person who is accredited as an appraiser by the Appraisal Institute of Canada AACI designation or the Real Estate Institute of British Columbia (REIBC) designation.
  - (d) "Architect" means architect(s) appointed by the Tenant with a written approval of the City, who is a member in good standing of the Architectural Institute of British Columbia.
  - (e) "Authority" means the City of Kelowna or other municipal authority having jurisdiction over development on the Land.
  - (f) "Basic Rent" as of any particular time means the net basic rental provided for in this Lease as specified in Section 3.1 of this Lease.
  - (g) "Buildings" means an approximately 24,000 square feet industrial warehouse constructed upon the Lands by or for the Tenant pursuant to the provisions of this Lease, including, without limitation, hard landscaping and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Lands.
  - (h) "Commencement Date" means October 1, 2022.
  - (i) "Commencement of Construction" means that a building permit or permits have been issued to the Tenant by the Authority for the Buildings, and the foundations and footings of the Buildings have been commenced as certified to the City by the Architect.



- (j) "Cost of Site Works" means costs and expenses incurred by the Tenant to complete the Site Works.
- (k) "Development Permit" means the development permit issued by the Authority to the Tenant relating to the development of the Lands.
- (I) "Environmental Contaminants" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (m) **"Environmental Laws"** means any laws, statutes, regulations, orders, bylaws, permits, or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.
- (n) "Fair Market Rent" means the rent, being Basic Rent, that would reasonably be obtained by a willing landlord for similar premises from a willing tenant dealing in good faith and at arm's length, for the highest and best use as permitted from time to time by the Authority.
- (o) "Facility Alteration Permit" means an application submitted to Kelowna International Airport for the review of all proposed construction and development on new or existing buildings to ensure the work does not harm airport operations or infrastructure.
- (p) "Land" means these lands in the Province of British Columbia described in Recital A.
- (q) "Lease" means this lease, including all schedules attached to this lease.
- (r) "Mortgage" means a mortgage or mortgages upon or in respect of and specifically charging the leasehold interest of the Tenant in the Lands and the Buildings or any part of them and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security.
- (s) "Mortgagee" means a mortgagee or mortgagees under a Mortgage.

Q.

- (t) "Person" or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person.
- (U) "Prime Rate" means the annual percentage rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as the prime rate.
- (v) "Occupation Date" means the earlier of i) the date that an occupancy permit has been issued in respect of any part of the Lands by the City or ii) the date that is twenty-four (24) months after the Commencement Date or iii) the date mutually agreed between the City and the Tenant.
- (w) "Release" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.
- (x) "Rent" means the Basic Rent, Additional Rent, and any other amounts payable by the Tenant under this Lease.
- (y) "Security Deposit" means the sum of \$50,000.00 to be paid and applied in accordance with Section 3.6 of this Lease.
- (z) "Site Works" means excavation and grading the Lands to a state of a fully graded site suitable for construction.
- (aa) "Substantial Completion" means substantial completion as defined in Section 5.2 of this Lease.
- (bb) "Tenancy Arrangements" means all subleases, licences, tenancy agreements, and all rights of use and occupation of every nature and kind, present and future, existing or at any time made during the existence of this Lease in respect of any portion of the Lands or Buildings.
- (cc) "Term" means the 60-year period commencing on October 1, 2022 and ending at 4:00 p.m. on August 31, 2082.
- (dd) "Trustee" means a trust company duly authorized to carry on business in the Province of British Columbia appointed by the City for the purposes of Sections 5.5 and 8.3.

- All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section of this Lease.
- The words "herein", "hereby", "hereunder", and words of similar import refer to this Lease as a whole and not to any particular article or section of the Lease.
- The captions and headings throughout this Lease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Lease, nor in any way affect this Lease.

#### TERM

#### 2.1. Term

The Term of this Lease shall be for the period set out in Section 1.1(cc), beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out in this Lease.

#### 2.2. Option to Renew

If the Tenant:

- (a) gives notice to the City that the Tenant wishes to obtain renewal of this Lease, such notice to be given not more than 12 months and not later than six (6) months prior to the expiration of the initial Term of 60 (sixty) years or subsequent renewal;
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) has duly and regularly throughout the Term observed and performed the covenants and conditions herein contained,

then the City, at its sole and absolute discretion, may grant to the Tenant at the Tenant's expense a renewal of this Lease for the renewal term of ten (10) years, upon the same terms and conditions, except the Base Rent shall be Fair Market Rent determined pursuant to Section 3.4 each time when the Tenant exercises the option to renew.

The Term of this Lease may be renewed four (4) times for a total of 100 years including the original Term, at the City's sole and absolute discretion.

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#### PAYMENT OF RENT

#### 3.1. Rent

The Tenant covenants and agrees to pay to the City, monthly and in advance, the Basic Rent of \$6,034.88 (\$0.81 per square foot per year), adjusted every 5 years as per Section 3.3, which amount excludes GST or any similar or replacement tax, for the Term, payable on the Occupation Date and each anniversary thereafter.

#### 3.2. Rent Reduction

In acknowledgement of the Tenant completing the Site Works, an annual rent discount will be applied based on the Cost of Site Works divided by the 60-year Term (the "Discount"). The Discount will apply after the Tenant submits receipts for the Site Works and the City reviews and approves the submitted receipts. The Discount will apply until the Cost of Site Works are fully paid. For the purpose of this Lease, the Site Works will not exceed \$220,000.00.

#### 3.3. Rent Adjustment

Except for on the forty-year anniversary, the Basic Rent shall be adjusted on each five-year anniversary, of the first full month during the Term of this Lease to the Fair Market Rent determined pursuant to Section 3.4 but such adjustment may not exceed 10% of the Basic Rent of the previous five-year term or be less than the previous five-year term's Basic Rent.

On the forty-year anniversary of the first full month during the Term of this Lease, the Basic Rent shall be adjusted to the Fair Market Rent determined pursuant to Section 3.4.

#### 3.4. Fair Market Rent Determination

The process to determine the Fair Market Rent is as follows:

- (a) No later than 90 days and no more than 180 days before each five (5) year anniversary, the Tenant, at its sole cost and expense, will obtain and provide the City with an Appraisal by an Appraiser chosen by the City.
- (b) The Appraiser shall estimate the Fair Market Value of the Basic Rent based on the Lands only without account of the Buildings or other improvements constructed by the Tenant and the use of the Lands.
- (c) The Appraiser shall also determine the market capitalization rate which will be calculated based on the average of the capitalization rate at the time of the Appraisal.
- (d) It shall be assumed by the Appraiser that there are no hidden conditions that would render the Lease more or less valuable.



(e) If either party does not agree with the Fair Market Rent determination in the Appraisal, then, within 30 days of receipt of the Appraisal, such party, at its sole cost and expense, will obtain an Appraisal (the "Second Appraisal"), a copy of which such party will promptly deliver to the other party. The average of the Appraisal and the Second Appraisal shall be used as the Fair Market Value.

# 3.5. Airport Maintenance Charge

The airport maintenance charge for the initial year of the Term is \$0.03339 per square foot multiplied by the Lands. The initial airport maintenance charge is \$2,985.25 per annum (the "AMC"). The Tenant shall pay the AMC, including annual increases pursuant to the Airport Fees Bylaw No. 7982, as amended, to the City in monthly instalments, payable on the first day of each month of the Term. The AMC does not include GST or any similar or replacement tax.

# 3.6. Security Deposit

Upon execution of this Lease, the Tenant shall deposit with the City the Security Deposit as security to be held by the City. The City shall return to the Tenant the Security Deposit and any interest collected on the Security Deposit by the City on the Occupation Date. If at any time from the Commencement Date to the Occupation Date the Tenant fails to observe or perform any of its obligations under this Lease, the City may, in addition to its other rights under this Lease or at law or in equity, apply the Security Deposit, or so much of it as is necessary, to compensate the City on account of loss or damage the City has incurred by reason of the Tenant's breach. If the City so applies the whole or part of the Security Deposit during the time from the Commencement Date to the Occupation Date, the Tenant will promptly remit to the City a sum equal to the amount so applied by the City.

## 3.7. Payments Generally

All payments by the Tenant to the City of whatsoever nature required or contemplated by this Lease will be:

- (a) paid to the City by the Tenant in lawful currency of Canada;
- (b) made when due under this Lease, without prior demand and without any set-off, Abatement, or deduction whatsoever, at the office of the City or such other place as the City may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding under this Lease, in such manner as the City may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Lease has been entered into, and will be payable and recoverable as Rent, such that the City will have all



of the rights and remedies against the Tenant for default in making any such payment that may not be expressly designated as rent, as the City has for default in payment of Rent.

#### 3.8. Net Lease

It is the intention of the City and Tenant that all expenses, costs, payments, and outgoings incurred in respect of the Lands, the Buildings, and any other improvements of the Lands or for any other matter or thing affecting the Lands, will be borne by the Tenant and unless expressly stipulated to the contrary, the Basic Rent will be absolutely net to the City and free of all abatements, set off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Lands, the Buildings or any other improvements on the Lands and, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

#### 3.9. Interest on Amounts in Arrears

All unpaid amounts due by the Tenant to the City under this Lease shall be ar interest at the rate of 18.00 per cent per annum, calculated monthly not in advance from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates the City will review and adjust the interest rate from time to time. The City will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest will not prejudice or affect any other remedy of the City under this Lease. If the Tenant fails to pay taxes under Section 4.1 when due, then Section 4.2 will apply rather than this Section 3.9.

#### 3.10. Goods and Services Taxes

The Tenant agrees to pay to the City at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, or such other tax as may be substituted for those taxes from time to time.

# 4. PAYMENT OF TAXES

#### 4.1. Payment of Taxes

Except as otherwise provided in Section 4.2, the Tenant will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice yearly, or otherwise, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Lands, the Buildings, all other structures, all

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machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the City may be collected by the City as Additional Rent. The Tenant further covenants and agrees that during the Term it will deliver to the City for inspection receipts for payments of all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges in respect of the Lands, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever on or in the Lands or Buildings that were due and payable during the Term within 30 days following receipt by the Tenant of each of such receipts for payment. The City will, not later than 30 days following receipt of any assessment notices delivered to the City by any taxing authority relating to the Lands, the Buildings or any other structures, any machinery, equipment, facilities, and other property of any nature whatsoever on or in the Lands or Buildings, forward a copy of those notices to the Tenant. The Tenant will have the right to appeal any assessment of the Lands or the Buildings or any other tax, rate, duty, charge, or amount referred to in this Section 4.1 provided that such appeal will be at the sole cost and expense of the Tenant. The City will cooperate with the Tenant, at the Tenant's expense, in order to assist the Tenant with any such appeal.

The Tenant will be responsible for the payments referred to in this Section 4.1 from the Commencement Date.

# 4.2. Delinquent Taxes

If the Tenant in any year during the Term fails to pay the taxes under Section 4.1 when due, the Tenant will pay to the City, on demand, interest on the amount outstanding at the percentage rate or rates established by the Province of British Columbia, the Authority, or any other taxing authority for unpaid real property taxes in the Province of British Columbia.

# 4-3. Payment of Utility Services

The Tenant covenants with the City to pay for or cause to be paid when due to the providers thereofall charges for all utilities and services used in or supplied to the Lands and the Buildings throughout the Term, including without limitation gas, electricity, light, heat, power, telephone, cable, internet, water, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the City may be collected by the City as Additional Rent.

The Tenant will be responsible for the payments referred to in this Section 4.3 from the Commencement Date.



#### 4.4. Business Tax and Licence Fees

The Tenant covenants with the City to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Lands by the Tenant (and any and every subtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the City may be collected by the City as Additional Rent.

#### CONSTRUCTION

# 5.1. Tenant to Construct Buildings

- (a) Prior to the commencement of any development on the Lands and within twelve (12) months after the Commencement Date, the Tenant will apply to the Authority for a Development Permit and any other permits necessary to construct the Buildings, and at the same time deliver to the City drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed Buildings for the City's approval, which approval the City agrees not to unreasonably withhold or delay. Upon receipt of the City's approval and a building permit from the Authority, the Tenant will construct the Buildings, together with other facilities ancillary to and connected with the Buildings on the Lands, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Lands, and exterior decoration and design all upon which the issuance of the building permits by the Authority having jurisdiction are based.
- (b) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the Buildings or the appearance of the Lands will first be approved by the City.

# 5.2. Substantial Completion of Buildings

The Buildings will be deemed to have been Substantially Completed when the Architect or engineer of the Tenant has issued a certificate to the City, signed and sealed by the Architect or engineer, certifying that:

(a) the Buildings are "completed" in accordance with the *Builders Lien Act* (British Columbia) and substantially complete in all material respects in a proper and

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workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the City upon which the issuance by the Authority of any development permit and building permits for the Buildings has been based, except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;

- (b) all building bylaws and regulations of the Authority have been complied with by the Tenant except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (c) all permits for occupancy that may be required by the Authority have been obtained; and
- (d) the Buildings are ready for occupancy.

For purposes other than Section 5.2(b), Substantial Completion may be achieved in respect of portions of the Buildings.

# 5.3. Deadlines for Commencement of Construction and Substantial Completion of Buildings

The Tenant covenants and agrees with the City that, subject always to Article 12:

- (a) Commencement of Construction of the Buildings will take place on or before March 31, 2024; and
- (b) all of the Buildings will be Substantially Completed in accordance with the requirements of Section 5.2 on or before March 31,2026.

# 5.4. Termination Where Tenant Defaults in Commencement of Construction or Substantial Completion

- (a) If Commencement of Construction or Substantial Completion of the Buildings does not occur by the dates specified in Section 5.3, the City will have the right and option to terminate this Lease and the provisions of Section 20.1 will apply.
- (b) In the event of a dispute between the City and the Tenant as to whether or not the City is entitled to terminate this Lease pursuant to the provisions of this Section 5.4, the City and the Tenant agree to submit such dispute to arbitration by a single arbitrator.
- (c) If the City terminates this Lease under this Section 5.4, then the City will be entitled to, by providing written notice to the Tenant within 30 days following Termination, require that the Tenant remove any and all improvements done by

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or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements within 30 days of receipt of such notice or, in the event the removal of such improvements will take greater than 30 days, commence removal of within the said 30 day period and thereafter promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 30 days of receipt of an invoice from the City. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Lease.

# 5.5. Fire and Liability Insurance During Construction of Buildings

- (a) The Tenant will effect or will cause its contractor or contractors to effect prior to the Commencement of Construction of the Buildings, or any of them, and will maintain and keep in force until the insurance required under Article 8 is effected, insurance:
  - (i) protecting both the Tenant and the City and the City's employees and agents (without any rights of cross claim or subrogation against the City) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Lands and from any cause, including the risks occasioned by the construction of the Buildings, and to an amount reasonably satisfactory to the City, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and
  - (ii) protecting both the Tenant and the City and the City's employees and agents from loss or damage (without any rights of cross-claim or subrogation against the City) to the Buildings and all fixtures, equipment, improvements, and building materials on the Lands from time to time both during and after construction (but which may be by policies effected from time to time covering the risk during different phases of construction of the Buildings) against fire, earthquake, and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the City may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the City or the Tenant being deemed co-insurer.



(b) All of the provisions of Article 8 respecting insurance that are of general application will apply to the insurance applying during construction of the Buildings required by this Section 5.5.

#### 5.6. As-Built Drawings

The Tenant shall, within three (3) months of Substantial Completion of each Building on the Lands provide the City with as-built drawings.

#### 6. USE OF LANDS AND BUILDINGS

The Tenant covenants and agrees with the City that neither the Lands nor the Buildings, nor any part of the Lands or the Buildings, will be used for any purposes except that in accordance with the City's Comprehensive Development Zone 12, Kelowna International Airport's Master Plan, and all charges and encumbrances registered on title to the Lands, unless otherwise approved by the City.

## **DEVELOPMENT COSTS**

## Servicing Costs

The Tenant shall pay all costs associated with providing offsite improvements, including improvements to road, water and sewer, and on-site improvements, including internal roads, water, sewer, and any otherservices the Tenant considers necessary or desirable.

#### 8. INSURANCE

#### 8.1. Insurance

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

#### Release of City from Liability for Insured Loss or Damage 8.2.

The Tenant hereby releases the City and its elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Tenant has insured, or pursuant to the terms of this Lease is obligated to insure, the Buildings, or any part or parts of them, and the Tenant hereby covenants to indemnify and save harmless the City and its respective elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from and against all manner of actions, causes of action, suits, damages, losses, costs,

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claims, and demands of any nature whatsoever relating to such insured loss or damage, or loss or damage that the Tenant is obligated to insure.

# 8.3. Payment of Loss Under the Insurance Policies Referred to in Section 5.5 and Section 2.4 of Schedule A

- (a) The insurance monies payable under any or all of the policies of insurance referred to in Section 5.5 of this Lease and Section 2.4 of Schedule A will, notwithstanding the terms of the policy or policies, be paid to the order of the Mortgagee, or to the order of the Trustee if there is no Mortgagee.
- (b) Subject to Article 10, the City and the Tenant agree that the Mortgagee or Trustee (as the case may be) will use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable under this Article 8 against certificates of the Architect engaged by the Tenant or such other person as the City and the Tenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

# 8.4. City's Right to Repair and Receive the Insurance Proceeds

Should the Tenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the City will be entitled to effect such restoration, reconstruction, or replacement and the Mortgagee or Trustee to whom such insurance monies are payable will pay or cause to be paid to the City such insurance monies in the same manner the Mortgagee or Trustee (as the case may be) would have done had the Tenant effected such restoration, reconstruction, or replacement.

#### REPAIRS AND MAINTENANCE

#### 9.1. City Not Obliged to Repair

The City will not be obliged to furnish any services or facilities or to make repairs, alterations, or replacements in or to the Lands or the Buildings, the Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lands and the Buildings.

## 9.2. Repair by the Tenant

The Tenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings) the Lands and the Buildings, and the appurtenances and

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equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating, cooling, and airconditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Lands and the Buildings and machinery and equipment used or required in the operation of them, whether or not enumerated in this Lease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Buildings and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Buildings were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs and replacements will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Buildings and aforesaid fixtures, appurtenances, and equipment.

# 9.3. Tenant Not to Commit Waste or Injury

The Tenant will not commit or permit waste to the Lands or the Buildings or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings); nor will the Tenant injure or disfigure the Lands or the Buildings or permit them to be injured or disfigured in any way.

# 9.4. No Unlawful Purpose

The Tenant will not use or occupy or permit to be used or occupied the Lands or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

# 9.5. At Expiration Deliver Up Lands and Buildings

At the expiration or other termination of this Lease, the Tenant will, except as may be otherwise expressly provided in this Lease, surrender and deliver up the Lands with the Buildings and the fixtures, appurtenances, and equipment attached thereto, including all replacements and substitutions, in good order and condition, reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings. If the Tenant does not do so, the City may do so on behalf of the Tenant and any amounts paid by the City in putting the Lands and Buildings into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee together with interest at the rate specified in Section 3.9. The City's rights and the Tenant's obligations under this Section shall survive the expiry or earlier termination of this Lease.



## 9.6. Required Improvement Removal

Notwithstanding anything to the contrary in this Lease, the City will be entitled to, by providing written notice to the Tenant within 21 days following Termination, require that the Tenant remove any and all improvements, including any or all of the Buildings, done by or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements within 21 days of receipt of such notice or, in the event the removal of such improvements will take greater than 21 days, commence removal of within the said 21 day period and thereafter promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City's rights and the Tenant's obligations under this Section shall survive the expiry or earlier termination of this Lease.

## 9.7. Lands Accepted "As Is"

The Tenant accepts the Lands "as is" knowing the condition of the Lands, and agreeing that the City has made no representation, warranty, or agreement with respect to the Lands, except as may be otherwise expressly provided in this Lease.

# 9.8. Repairs to Buildings by City

If at any time during the Term the Tenant fails to maintain the Lands and maintain, repair, or replace the Buildings and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of Section 9.2, the City through its agents, employees, contractors, and subcontractors may but will not be obliged to enter upon those parts of the Lands and the Buildings required for the purpose of making the repairs required by Section 9.2. The City will make such repairs, only after giving the Tenant 30 days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amount paid by the City in making such repairs to the Lands and the Buildings or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand plus a 15% administration fee together with interest at the rate specified in Section 3.9.

#### 9.9. Removal of Ice and Snow

The Tenant covenants and agrees with the City at any time during the Term, at its cost, by itself or by the use of agents, to keep the Lands clean from ice and snow and to ensure that any snow cleared from the Lands is contained on the Lands.

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#### DAMAGEOR DESTRUCTION

#### 10.1. Rent Notto Abate

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings will not terminate this Lease or entitle the Tenant to surrender possession of the Lands or the Buildings or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary.

# 10.2. Tenant's Obligations When the Buildings Are Damaged or Partially Destroyed

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

# 10.3. Tenant's Obligations When the Buildings Are Completely or Substantially Destroyed

The Tenant covenants and agrees with the City that in the event of complete or substantially complete destruction of the Buildings, the Tenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will reconstruct or replace the Buildings with structures comparable to those being replaced.

# 10.4. Replacement, Repair, or Reconstruction Under Sections 10.2 or 10.3 to Be Carried Out in Compliance with Section 9.2 and Article 11

Any replacement, repair, or reconstruction of the Buildings or any part of the Buildings pursuant to the provisions of Sections 10.2 or 10.3 will be made or done in compliance with the provisions of Section 9.2 and Article 11.

# 11. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

# 11.1. City's Consent

The Tenant will not make or permit to be made any changes, alterations, replacements, substitutions, additions, improvement affecting the structure of the Buildings, the major electrical and/or mechanical systems contained in them, or the exterior decoration, design, or appearance of the Buildings or erect or cause to be erected any building or buildings on the Lands without the written consent of the City and a Facility Alteration Permit. The Tenant shall apply for such permits at least 60 days prior to the desired commencement of any such changes, alterations, replacements, substitutions, or additions.

# 11.2. Tenant to Present Plans and Specifications

When seeking the City's consent and a Facility Alteration Permit as required by this Section 11, the Tenant shall submit to the City drawings, elevations (where applicable), plans, specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed changes, alterations, replacements, substitutions, or additions, and may not commence any changes, alterations, replacements, substitutions, or additions until the Tenant has received a Facility Alteration Permit duly executed by or on behalf of the City.

# 11.3. Performance of Replacement, Changes, Alterations, and Substitutions

All changes, alterations, replacements, substitutions, or additions to be performed by or on behalf of the Tenant on the Lands shall be performed in accordance with the requirements, terms and conditions specified in the appropriate Facility Alteration Permit and in any consent given by the City, by competent contractors and subcontractors of whom the City shall have first approved in its sole and absolute discretion.

# 11.4. Before Commencing Excavation or Work for Construction

Before commencing excavation or any work on the Lands for the construction of any buildings or improvements, the Tenant shall have submitted to the City:

- (a) the plans that relate to the portion of the work which the Tenant proposes to commence; and
- (b) proof of insurance acceptable to the City.

### 11.5. Tenant Covenants

The Tenant covenants and agrees with the City to obtain all necessary permits and licences before commencement of any work. The Tenant also covenants and agrees with the City that, subject to Article 12, all changes, alterations, replacements, substitutions, and additions undertaken by or for the Tenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction.

### 11.6. Stop Work Orders

If any of the above Sections 11.1 - 11.5 is in breach, then, in addition to any other remedy available to the City, the City may:



- (a) issue a "stop work order";
- (b) bar any person performing any activity that is contributing to such breach from the Lands until such time as the breach is rectified by obtaining all of the required consents, approvals, authorizations, and plans required under Sections 11.1 11.5;
- (c) the Tenant will promptly remediate any damage to the Lands arising from such breach that is not otherwise approved of, consented to or authorized under Sections 11.1 11.5; and
- (d) the City is entitled to obtain an injunction from a court of competent jurisdiction against the continuation of such breach, its costs (including legal costs on a solicitor and own client basis) are to be paid promptly upon notice to the Tenant.

## **11.7.** Signs

The Tenant shall not install, hang, affix or place any signs on the Buildings or on the Lands without the written consent of the City.

#### 12. UNAVOIDABLE DELAYS

If, by reason of circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant, including without limitation strike, lock out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Tenant or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, pandemic, epidemic, or communicable disease (including a mass influenza outbreak or any other illness or health issue or any event or situation that a governmental authority has labelled a pandemic or epidemic), the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the Commencement of Construction or the prosecution of construction or in the Substantial Completion or completion of the Buildings or repair of the Buildings or any part or parts of them which under the terms of this Lease the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Tenant. If the City and the Tenant cannot agree as to whether or not there is a prevention or delay within the meaning of this Article, or they cannot agree as to the length of such prevention or delay, then such matter will be determined by reference to arbitration by a single arbitrator. For the purposes of this Article 12 the inability of the Tenant to meet its financial obligations



under this Lease or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant.

The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the Commencement of Construction or completion of the Buildings.

#### 13. BUILDERS' LIENS

#### 13.1. Tenant to Remove Liens

The Tenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Lands or the Buildings, which may be registered against or otherwise affect the Lands or the Buildings, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the City in the Lands), or vacated within 30 days after the City sends to the Tenant written notice by registered mail of any claim for any such lien. Provided however that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien the Tenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Tenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the City, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Lands or the Buildings, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the City's interest in the Lands and the Buildings and in a form reasonably satisfactory to the City and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Tenant will register all such documents as may be necessary to cancel such lien from the Lands and the Buildings, including the City's interest in them.

# 13.2. City Not Responsible for Liens

It is agreed that the City will not be responsible for claims of builders' liens filed by persons claiming through the Tenant or persons for whom the Tenant is in law responsible. The Tenant acknowledges and agrees that the improvements to be made to the Lands are made at the Tenant's request solely for the benefit of the Tenant and those for whom the Tenant is in law responsible.

#### 14. INSPECTION BY CITY

The City and the Tenant agree that it will be lawful for a representative of the City at all reasonable times during the Term to enter the Lands and the Buildings, or any of them and to examine their condition. The City will give to the Tenant notice of any repairs or restorations

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required in accordance with Section 9.2 and the Tenant will, within 30 days after every such notice or such longer period as provided in Section 20.2, well and sufficiently repair, restore, and make good accordingly.

#### 15. **OBSERVANCE OF REGULATIONS**

The Tenant covenants with the City that, notwithstanding any other provision of this Le ase to the contrary, throughout the Term the Tenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, all aeronautics and aviation-related regulations, including the Aeronautics Act and the Canadian Aviation Regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction and erection of the Buildings, to the equipment and maintenance of the Buildings, to the operation, occupation, and use of the Buildings or the Lands to the extent that the Tenant operates, occupies, and uses the Buildings or the Lands, whether by subletting them or any part of them or otherwise, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Lands, or any part of them. For certainty, the Tenant shall fully observe and comply with all municipal bylaws and the British Columbia Building Code notwithstanding any rule of law restricting the applicability of such by laws and the Building Code to airports, aviation, and aeronautics-related activities.

In addition to the above, the Tenant shall observe and comply with all policies and directives of the City with respect to operations at the Kelowna International Airport and the surrounding

#### INDEMNITY 16.

# 16.1. Breach, Violation, or Non-performance of Covenants by Tenant

The Tenant will indemnify, defend and save harmless the City, its elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term and any extension or renewal thereofout of any breach, violation, or non-performance of any covenant, condition, or agreement in this Lease to be fulfilled, kept, observed, and performed by the Tenant.

# 16.2. Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 8, the Tenant will indemnify, defend and save harmless the City from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Lands or the Buildings; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Lands or the Buildings,

however, no provision of this Lease will require the Tenant to indemnify the City against any actions, causes of actions, suits, claims, or demands for damages arising out of the wilful or negligent acts or omissions of the City, its employees, agents, or contractors, unless the act or omission involves a peril against which the Tenant is obligated to place insurance, in which case the release and indemnity specified in Section 8.2 absolves the City of all liability with respect to the act or omission.

# 16.3. Indemnification Survives Termination of Lease

The obligation of the Tenant to indemnify the City under any provision of this Lease with respect to liability by reason of any matter arising prior to the end of the Term, including without limitation under the provisions of Sections 4.1, 4.3, 4.4, 8.2, 16.1, 16.2, and 28.1(g) will survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

## 17. NO ASSIGNMENT, SUBLEASE AND MORTGAGE

# 17.1. Subletting and Assigning

The Tenant may not assign this Lease or the benefit of this Lease, or sublet the Lands or any part of the Lands, without the prior written consent of the City, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Lands or this Lease without the prior written consent of the City. The City may withhold such consents at its sole discretion and without reason. Notwithstanding the provisions in this Section 17.1, the Tenant may assign this Lease or the benefit of this Lease to an affiliated upon the notice and prior written consent of the City.

# 17.2. Mortgaging by Tenant

The Tenant will not mortgage its leasehold interest under this Lease and its interest in the Lands and the Buildings without the consent of the City, including mortgage (whether by assignment or sublease) for the purpose of financing and refinancing the cost of constructing the Buildings.

# 17.3. Tenant to Comply with All of its Obligations in Respect of Assignments, Subleases, Tenancies and Mortgages

The Tenant will observe and perform all of its obligations incurred in respect of assignments, subleases, agreements for lease, and Mortgages of its leasehold interest in the Buildings, and will not allow any such obligations to be in default; and if any such default occurs, the City may,

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but will not be obliged to, rectify such default for the account of the Tenant, and any amount paid by the City in so doing, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand plus an administration fee of 15% together with interest at the rate specified in Section 3.7.

#### MORTGAGE

# 18.1. Rights of Mortgagee

The Mortgagee under any Mortgage referred to in Article 17 may enforce such Mortgage and acquire title to the leasehold estate in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Lands, and upon foreclosure of such mortgage may sell or assign the leasehold estate; and the purchaser or assignee of the leasehold estate will be liable to perform the obligations imposed upon the Tenant by this Lease only so long as such purchaser or assignee has ownership or possession of such leasehold estate.

# 18.2. Notice to and Remedies of Mortgagee

- (a) No re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Lease by the City or by a receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will be valid against the Mortgagee who has executed and delivered to the City a tripartite agreement in the form attached hereto as Schedule B unless the City first has given to the Mortgagee notice of the default entitling the City to re-enter, terminate, or forfeit this Lease, specifying the nature of that default and stating the City's intention to take such proceedings and requiring the Mortgagee:
  - (i) to cure the default specified in the notice within a period of 30 days from the date of receipt of that notice by the Mortgagee; or
  - (ii) if the default is other than the failure to pay Rent or any other sums required to be paid to the City by any provisions of this Lease and if the default cannot reasonably be cured within such 30 day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default, and the City hereby grants the Mortgagee access to the Lands and the Buildings for that purpose.
- (b) If the default is cured within the period specified, the Mortgagee will be entitled to become tenant of the Lands and Buildings for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one

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Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in Section 18.2(a), then the City agrees to permit the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of Section 18.2(c) will apply.

(c)

- (i) If the Mortgagee commences foreclosure proceedings against the Tenant, whether or not the Tenant is in default of the performance of its covenants and agreements with the City under this Lease at the time such foreclosure proceedings are commenced, the City will not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the City to re-enter, terminate, or forfeit this Lease if the Mortgagee:
  - A. first gives notice to the City of the foreclosure proceedings;
  - B. is actively prosecuting the foreclosure proceedings without undue delay;
  - cures the default or contingency within a period of 60 days from the date of receipt of notice from the City specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Lease and if such default or contingency cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
  - D. performs and observes all of the Tenant's covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.
- (ii) If the Mortgagee acquires title to the Tenant's interest in the Lands and the Buildings pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Tenant under this Lease, provided it attorns to the City as tenant and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency

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granted by this Section 18.2(c) to a foreclosing Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority.

- (d) If this Lease becomes subject to termination or forfeiture pursuant to Article 19 by reason of the bankruptcy or insolvency of the Tenant and the Mortgagee has filed with the City notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article 27, the City will give to the Mortgagee notice of the bankruptcy or insolvency of the Tenant entitling the City to terminate or forfeit this Lease, and stating the City's intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Tenant; and the Tenant's other default will be deemed to have been sufficiently cured if the Mortgagee:
  - (i) commences foreclosure proceedings against the Tenant as more particularly set out in Section 18.2(c);
  - (ii) takes possession and control of the Lands and the Buildings, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Lands and the Buildings, and the City hereby grants the Mortgagee or such receiver access to the Lands and the Buildings for that purpose;
  - (iii) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the City of the bankruptcy or insolvency of the Tenant, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Lease and if such default or defaults cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
  - attorns as tenant to the City and undertakes to be bound by and to (iv)perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term.

If there is more than one Mortgagee, the right to take possession and control to cure any default and to assume the Lease will be granted to the Mortgagee who wants to do so and whose mortgage ranks higher in priority.

Any re-entry, termination, or forfeiture of this Lease made in accordance with the (e) provisions of this Lease as against the Tenant will be valid and effectual against the Tenant even though made subject to the rights of any Mortgagee to cure any default of the Tenant and to continue as tenant under this Lease.

(f) No entry upon the Lands or into the Buildings by the Mortgagee pursuant to this Section 18.2 for the purpose of curing any default or defaults of the Tenant will release or impairthe continuing obligations of the Tenant.

# 18.3. Mortgage Subject to City's Rights Under Lease

Subject to the provisions of Section 18.2, every Mortgage will be made expressly subject to the rights of the City under this Lease.

# 18.4. Protection of Mortgagee (Tripartite Agreements)

The City and the Tenant agree that the obligations of the City under Section 18.2 are subject to the Mortgagee entering into an agreement in the form attached to this Lease as Schedule B, whereby the Mortgagee covenants and agrees that if it acquires title to the Tenant's interest in this Lease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Tenant to be performed and observed, if not performed or observed by the Tenant, whether or not the City has taken any steps to enforce performance or observance of any of the covenants and agreements in this Lease to be performed or observed by the Tenant.

#### BANKRUPTCY OF TENANT

# 19.1. Events of Bankruptcy or Receivership

The parties agree, subject to the provisions of Sections 18.2 and 18.4, that:

- (a) if the Tenant makes a general assignment for the benefit of creditors; or
- (b) if the Tenant institutes proceedings to be adjudicated bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against the Tenant or files an application or petition or answer or consent seeking reorganization or readjustment of the indebtedness of the Tenant under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 or the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver or receiver-manager; or
- (c) if a receiver, interim receiver, receiver-manager, trustee, liquidator, or custodian of all or substantially all of the property of the Tenant or of the Tenant's leasehold interest in the Lands and interest in the Buildings is appointed or applied for by the Tenant or appointed pursuant to an instrument or by order of a court; or



- (d) if a judgment, decree, or order is entered by a court of competent jurisdiction adjudging the Tenant a bankrupt or insolvent or subject to the provisions of the Bankruptcy and Insolvency Act or determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, or any similar relief under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency have been properly instituted otherwise than by the Tenant, provided that such judgment, decree or order is not in good faith contested by the Tenant; or
- (e) if any application or petition or certificate or order is made or granted for the winding-up or dissolution of the Tenant, voluntary or otherwise,

then in any such case the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will have the right to disclaim this Lease or to hold and retain the Lands and the Buildings for a period not exceeding six months from the effective date of any such appointment, bankruptcy order, assignment, judgment, decree, order, or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the Term, whichever first happens, on the same terms and conditions as the Tenant might have held the Lands and the Buildings had no such appointment, bankruptcy order, assignment, judgment, decree, or order been made or dissolution or winding-up commenced.

If the receiver, interim receiver, receiver-manager, liquidator, or custodian holds and retains the Lands and the Buildings as aforesaid, it will during the specified period either:

- (a) surrender possession at any time and the Term will thereupon terminate; or
- (b) with the consent of the City, which the City may withhold in its sole discretion, sell, transfer, or otherwise dispose of all of the interest of the Tenant in this Lease and the Lands and the Buildings for the remainder of the Term or any part thereof and all of the rights of the Tenant under this Lease, notwithstanding anything to the contrary in Article 17 contained; or
- (c) continue as tenant for the balance of the Term remaining provided that the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee attorns as tenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Lease on the part of the Tenant to be performed and observed.

# 19.2. Certain Rights of the Parties

The City and the Tenant agree that:



- should the receiver, interim receiver, receiver-manager, liquidator, custodian, or (a) trustee at any time before or after taking possession disclaim this Lease or surrender possession to the City, its liability and the liability of the estate of the Tenant and of the Tenant for payment of Rent is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Lands and the Buildings for the purposes of the trust estate. If the receiver, receiver-manager, liquidator, custodian, or trustee disclaims this Lease or surrenders possession, the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Lands and the Buildings without being liable for any prosecution or damages therefor, and may repossess and enjoy the Lands and the Buildings and all fixtures and improvements in and on them, except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants and that are not part of the Buildings or the Lands; and such receiver, receiver-manager, liquidator, custodian, or trustee will execute a surrender or assignment to the City in registrable form;
- (b) entry into possession of the Lands and the Buildings by the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee and occupation of them by it while required for the purposes of the performance of its duties in its office will not be deemed to be evidence of an intention on its part to retain the Lands and the Buildings, nor affect its right to disclaim or to surrender possession pursuant to the provisions of Section 19.1; and
- if after occupation of the Lands and the Buildings, the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee elects to retain them, and thereafter sells, transfers, or otherwise disposes of the Lease, the Lands, and the Buildings and all interests and rights of the Tenant in them and under this Lease to a person approved by the City as provided by Section 19.1, its liability and the liability of the Tenant and the Tenant's estate for the payment of the Rent, if any, is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Lands and the Buildings.

#### 19.3. No Abatement of Rent

The receiver, receiver-manager, liquidator, custodian, or trustee will pay to the City for the period during which the receiver, receiver-manager, liquidator, custodian, or trustee has taken possession of or is managing the Lands and the Buildings pursuant to Section 19.1 the Rent calculated on the basis of this Lease and payable in accordance with the terms of this Lease.

#### 20. DEFAULT BY TENANT

20.1. Re-entry on Certain Defaults by Tenant



The City and the Tenant agree that if:

- (a) the Tenant defaults in payment of Rent or any other sums required to be paid to the City by any provision of this Lease, and such default continues for a period of 30 days after written notice of such default has been given by the City to the Tenant; or
- (b) the Tenant defaults in ensuring Commencement of Construction or Substantial Completion of the Buildings by the dates specified in Section 5.3, and such default continues for a period of 45 days after written notice of intention to terminate this Lease by reason of such default has been given by the City to the Tenant,

the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor and may repossess and enjoy the Lands, the Buildings and all fixtures and improvements on the Lands except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands, as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession.

# 20.2. Forfeiture on Certain Other Defaults by Tenant

The City and the Tenant agree that if the Tenant defaults in performing or observing any of its covenants or obligations underthis Lease (other than those referred to in Section 20.1) and the City has given to the Tenant notice of such default and at the expiration of 30 days after the giving of such notice the default continues to exist or, in the case of a default that cannot with due diligence be cured within the period of 30 days, the Tenant fails to proceed promptly after the giving of such notice to cure such default then the City or the City's agents or employees shall be authorized to re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor, and repossess and enjoy the Lands and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands), as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent and other money paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession.

# 20.3. Remedies of City Are Cumulative

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The remedies of the City specified in this Lease are cumulative and are in addition to any remedies of the City at law or equity. No remedy will be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified in this Lease or at law or equity. In addition to any other remedies provided in this Lease, the City will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Lease.

# 20.4. Waiver by City

The failure of the City to insist upon the strict performance of any covenant or agreement of this Lease will not waive such covenant or agreement, and the waiver by the City of any breach of any covenant or agreement of this Lease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the City of rent or other moneys due under this Lease with knowledge of any breach of any covenant or agreement by the Tenant will not waive such breach. No waiver by the City will be effective unless made in writing.

#### 21. COVENANTS OF CITY

# 21.1. Covenant Respecting Charges and Encumbrances

The City covenants with the Tenant that the City has a good and marketable title in fee simple to the Land and that the City has not at any time prior to the reference date of this Lease made, done, committed, executed, or wilfully or knowingly permitted any act, deed, matter, or thing whatsoever whereby the Land or any part of the Land are charged or encumbered in title or estate other than the subsisting exceptions and reservations contained in the original grant of the Land from the Crown, and any restrictive covenants and/or easements and/or rights-of-way in favour of the City, other public bodies and utility providers that may be registered against the Land.

# 21.2. Covenant Respecting Authority to Lease

The City covenants with the Tenant that it now has in itself good right, full power, and authority to lease the Lands to the Tenant in the manner and according to the true intent of this Lease.

### 22. ARBITRATION

If the City and the Tenant do not agree on any matter that is by any provision of this Lease to be determined by arbitration, such disagreement will be referred to a single arbitrator mutually agreed to by the City and the Tenant. If, within 30 days or such extended time as the parties may agree upon, the parties do not agree upon an arbitrator, then the parties may apply to the Supreme Court of British Columbia for the appointment of an arbitrator. Each party will pay its own costs of attending the reference. The costs of the arbitrator and the award will be in the discretion of the arbitrator, who may direct to and by whom and in what manner those costs or any part of those costs be paid, and may tax or settle the amount of costs to be paid or any part of those costs, and may award costs to be paid on a full indemnity basis. Except as to matters

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otherwise provided in this Article 22, the rules of the Vancouver International Arbitration Centre as amended from time to time will apply. The case will be administered by the Vancouver International Arbitration Centre in accordance with its Domestic Arbitration Rules.

# 23. CONDUCT ON LANDS AND BUILDINGS

Taking into account that during construction of the Buildings the Lands will be operated as a normal construction site, the Tenant covenants and agrees with the City that it will not carry on or do, or allow to be carried on or done upon the Lands or in the Buildings any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

#### 24. SURRENDER OF LEASE

At the expiration or sooner determination of the Term, the Tenant will surrender the Lands and the Buildings to the City in the condition in which they were required to be kept by the Tenant under the provisions of this Lease, except as otherwise expressly provided in this Lease. The Tenant will not be entitled to any compensation from the City for surrendering and yielding up the Lands and the Buildings as provided.

# 25. QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES

# 25.1. Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant will and may peaceably enjoy and possess the Lands for the Term, without interruption or disturbance what so ever from the City or any other person, firm, or corporation lawfully claiming from or under the City, except for the City's express rights under this Lease to enter upon and use the Lands, or to permit others to do so.

### 25.2. Ownership of Tenant's Fixtures

The Tenant may confer upon subtenants or occupants of the Buildings the right of property in, or the right to remove fixtures or improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands. The Tenant will make good, or will cause such subtenants to make good, any damage to the Buildings caused by any removal of the tenant's fixtures and personal property. If any such subtenant's fixtures and personal property are not removed upon the termination of this Lease, the Tenant agrees to remove them at its cost, if requested to do so by the City, within 30 days of the termination of this Lease. If the City does not request that the Tenant remove any such

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subtenant's fixtures and personal property, then upon the termination of this Lease they will become the absolute property of the City free of all encumbrances.

# 25.3. City's Right to Further Encumber

The City hereby reserves the right to further charge the Lands, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Tenant agrees, at the request of the City, promptly to execute and deliver to the City such instrument as may be necessary to subordinate the Tenant's right and interest in the Lands under this Lease to such charge.

# 25.4. Ownership of the Buildings

The City and the Tenant agree that the title to and ownership of the Buildings and all alterations, additions, changes, substitutions, or improvements to them will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Buildings in the City as owner of the freehold. The title to and ownership of the Buildings will not pass to or become vested in the City until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Buildings will become the absolute property of the City free of all encumbrances.

# 25.5. Expropriation

If the Lands or any portion thereof are expropriated or condemned at any time during the Term, the City shall have no liability to the Tenant for the City's inability to fulfill any of its covenants herein from the date possession is taken by or on behalf of such expropriating Authority. In each such event the City and the Tenant may seek compensation separately from the expropriating Authority. The City and the Tenant shall cooperate in seeking such compensation, and if a joint award of compensation is made against the expropriating Authority, the compensation shall be divided as agreed between the City and the Tenant and, failing agreement, within 60 days of the award, as determined by arbitration by a single arbitrator.

#### 26. OVERHOLDING

The Tenant covenants and agrees with the City that if the Tenant holds over and the City accepts Rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month, at a rent that is the Fair Market Rent of the Lands as agreed between the City and the Tenant, or, failing such agreement, as determined by arbitration by a single arbitrator, and not a tenancy from year to year and will be subject to the covenants and conditions in this Lease so far as they are applicable to a tenancy from month to month.

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#### 27. NOTICE

All notices, demands, and requests that may be or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered addressed to the parties at the addresses set out on the title page of this Lease, or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

#### 28. ENVIRONMENTAL

# 28.1. Environmental Provisions

The Tenant covenants and agrees with the City to:

- develop and use the Lands and Buildings only in compliance with all Environmental Laws;
- (b) permit the City to investigate the Lands and Buildings, any goods on the Lands or Buildings, and the Tenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Lease;
- (c) at the reasonable request of the City, obtain from time to time at the Tenant's cost a report from an independent consultant designated or approved by the City verifying compliance with Environmental Laws and this Lease or the extent of any non-compliance;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or Release Environmental Contaminants on or from the Lands or Buildings without notifying the City in writing and receiving prior written consent from the City, which consent may be withheld in the sole discretion of the City;
- (e) promptly remove any Environmental Contaminants from the Lands or Buildings in a manner that conforms to Environmental Laws governing their removal;
- (f) notify the City in writing of:



- any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant, the Lands, or the Buildings pursuant to any Environmental Laws;
- (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant, the Lands, or the Buildings relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
- (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Lands or Buildings or any real property adjoining or in the vicinity of the Lands that could subject the Tenant, the Lands, or the Buildings to any fines, penalties, orders, or proceedings under any Environmental Laws; and
- indemnify, defend, and save harmless the City and its elected and appointed (q) officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, diminution in value), orders, fines, penalties, costs, and expenses whatsoever (including without limitation any and all environmental or statutory liability for remediation, all legal fees and expenses on a full indemnity basis, all consultants' fees and expenses, and all costs of removal, treatment, storage, and disposal of Environmental Contaminants and remediation of the Lands, Buildings, and any adjacent property) that may be paid by, incurred by, or asserted against the City or its elected and appointed officials, officers, employees, agents, representatives, successors, or assigns, during or after the Term (or any extension or renewal of the Term), arising from or in connection with any breach of or non-compliance with the provisions of this Article 28 by the Tenant or arising from or in connection with:
  - (i) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any government authority, against any one or more of them pursuant to or under Environmental Laws; or
  - (ii) the presence of any Environmental Contaminants in, on, at, or under the Lands or Buildings, or any Release or alleged Release of any Environmental Contaminants at or from the Lands or Buildings,

related to or as a result of the use and occupation of the Lands by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any

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person for whom it is in law responsible, including, without limitation, its employees, agents, contractors, subcontractors, subtenants, permittees, and licensees.

The Tenant acknowledges and agrees that the City conducted a Stage 1 Preliminary Site Investigation of the Lands, a copy of the results of which are attached to this Lease as Schedule C (the "Baseline Report"). No earlier than 90 days, and no later than 30 days, prior to the expiry of the Term the Tenant shall conduct a Stage 1 Preliminary Site Investigation, or an environmental assessment of similar investigative rigour to the satisfaction of the City, of the Lands and shall share the Tenant's report with the City. If the Tenant's report reveals the presence of Contaminants which were not identified in the Baseline Report, the Tenant shall be responsible for conducting such further investigations and promptly removing the Tenant's Contaminants from the Lands and Buildings, in a manner that conforms to Environmental Laws governing their removal, at the Tenant's cost.

# 28.2. City May Make Inquiries

The Tenant hereby authorizes the City to make inquiries from time to time of any government authority with respect to the compliance by the Tenant with Environmental Laws, and the Tenant agrees that the Tenant will from time to time provide to the City such written authorization as the City may reasonably require in order to facilitate the obtaining of such information.

# 28.3 Climate Change Initiatives

The Tenant shall make reasonable efforts to participate in the Kelowna International Airport's Carbon Accreditation Program and other greenhouse gas and climate change initiatives introduced by the Kelowna International Airport from time to time.

#### 29. TENANT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

# 29.1. Tenant Representations and Warranties

The Tenant represents and warrants to the City that:

- (a) the Tenant has the capacity and power to enter into the Lease; and
- (b) the Tenant has completed all necessary resolutions and other preconditions to the validity of this Lease.

# 29.2. Tenant Acknowledgments and Agreements

(a) The Tenant acknowledges that:

- (i) the head lease granted to the City by Her Majesty the Queen in Right of Canada on which the Kelowna International Airport is located expires in 2054; and
- (ii) there is no guarantee that the head lease will be renewed and that in such circumstances the Kelowna International Airport may cease operation;
- (b) The Tenant agrees that it shall have no claim against the City in the event that the Kelowna International Airport ceases operation and the Tenant hereby releases the City and its elected officials, employees and agents from any and all claims, losses, damages, costs, expenses, and liabilities of any nature which the Tenant may suffer as a result of the Kelowna International Airport ceasing operation. For certainty, the Tenant acknowledges and agrees that the Kelowna International Airport's ceasing operation shall have no effect on the validity of this Lease.

# 30. ADDITIONAL TERMS

## 30.1. Demolition Funds

Upon the 40<sup>th</sup> anniversary of the Occupation Date the City and the Tenant shall, acting reasonably, at the Tenant's cost, estimate an amount necessary to demolish and remove the Buildings and restore the Lands to the state they were in prior to the commencement of this Lease (the "Demolition Cost"). The amount agreed upon shall be divided into twenty (20) equal parts and the Tenant shall pay, into a separate account held jointly in the name of the Tenant and the City (the "Demolition Fund"), one such equal part on each of the remaining 20 anniversaries of the Occupation Date. Such payments shall constitute Additional Rent. Upon expiration or earlier termination of the sublease:

- (a) the amount in the Demolition Fund shall be used to pay for the Tenant's obligations to restore the Lands and the balance if any paid to the Tenant; or
- (b) the City may, upon written notice to the Tenant, elect to retain the Building in which case the Tenant shall not be required to restore the Lands and the Demolition Fund or portion of the Demolition Funds will be used towards restoration of the Building, if required, and the City will retain title of the property. If the City elects to retain the Building and no restoration of the Building is required, the City shall return the Demolition Funds to the Tenant.

If the Tenant requests and the City agrees to renew this Lease on the terms and conditions of this Lease, the City and the Tenant shall, at the Tenant's cost, review the Demolition Cost and extend payments to the Demolition Fund.

#### 31. MISCELLANEOUS

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#### 31.1. Time Is of the Essence

Time is of the essence of this Lease.

#### 31.2. No Modification

This Lease may not be modified or amended except by an instrument in writing of equal formality as this Lease executed by the City and the Tenant or by the successors or assigns of the City and the successors or permitted assigns of the Tenant.

# 31.3. City Discretion

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

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (b) the approval, consent, opinion, or satisfaction is in the discretion of the City, acting reasonably;
- sole discretion is deemed to be the sole, absolute, and unfettered discretion of the City; and
- (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.

#### 31.4. No Effect on Laws or Powers

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

## 31.5. Successors and Assigns

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the City and the Tenant and the successors and assigns of the City and the successors and permitted assigns of the Tenant.

#### 31.6. Law of British Columbia

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

## 31.7. Counterparts

This Lease may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

#### 31.8. Electronic Transmission

The Lease or a counterpart thereof may be executed by a party and transmitted by electronic transmission and if so executed and transmitted this Lease will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed agreement.

#### 31.9. Schedules

The following are the schedules to this Lease and form an integral part of this Lease:

Schedule A – Insurance Requirements
Schedule B – Tripartite Agreement
Schedule C – Baseline Environmental Report

## 31.10. No Joint Venture

This Lease is intended to create only the relationship of landlord and tenant and nothing in this Lease creates the relationship of principal and agent or of partnership, joint venture, or business enterprise or gives the Tenant any power or authority to bind the City in any way.

# 31.11. Entire Lease

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

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

CITY OF KELOWNA by its authorized signatory(ies):

N / -	
Mayor:	



Clerk:
Date: Schember 16/2022  PJS REAL ESTATE HOLDINGS LTD. by its authorized signatory(ies):
The state of the s
Authorized Signatory
Authorized Signatory
Date:

#### SCHEDULE A

## Insurance Requirements

#### Tenant to Provide

The Tenant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless 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 Date or such longer period as may be specified by the City.

#### Insurance

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

- 2.1 Worker's compensation insurance covering all employees of the Tenant engaged in this Agreement, services and/or occupancy in accordance with statutory requirements of the Province or territory having jurisdiction over such employees;
- 2.2 Comprehensive General Liability Insurance
  - (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
  - (ii) providing for all sums which the Tenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this agreement, services and/or occupancy or any operations carried on in connection with the Tenant's occupation of the Lands;
  - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Tenant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
  - (iv) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any otherwork below ground level;

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- (V) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated, and used or to be used by the Tenant directly or indirectly in the performance of this agreement, services and/or occupancy in connection with the Tenant's commercial operation. The Limit of Liability shall not be less than \$5,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- Tenant's All Risk property insurance, providing for Tenant's legal liability, providing for 2.4 an inclusive limit of not less than the value of the Lands and all leasehold improvements.
- 3. The City Named as Additional Insured

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

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

The Tenant shall require each of its contractors and agents that make use of the Lands or provide services to the Tenant at the Lands provide comparable insurance to that set forth under section 2.

#### Certificates of Insurance 5.

The Tenant agrees to submit Certificates of Insurance, in the form of Appendix B-1, attached hereto and made a part hereof, for itself and for all of its Subcontractors to the City prior to the Commencement Date of this Agreement. Such Certificates 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.

#### 6. Other Insurance

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

#### Additional Insurance 7.

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

#### 8. Insurance Companies

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

#### Failure to Provide 9.

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

#### 10. Nonpayment of Losses

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



# SCHEDULE A-1 City staff to complete prior to circulation

	CITY Dept :			
	City Dept.: Dept. Contact:			_
	Project/Contract/Event:			
	1.Th	TE OF INSURA	NCE	
This Certificate is issu	<u>sed to:</u> The City	of Kelowna		
		ter Street		
	Kelowna	, BC V1Y 1J4		
<u>sured</u> Name	:			
4.11				
Addre	SS:			
oker Name				
Addre	SS:			
ation and nature of operati	on or contract to which this Co	ertificate appli	es:	
		T		
	Company 9 Ballar	Policy	Dates	_
pe of Insurance	Company & Policy Number	Effective	Expiry	Limits of Liability/Amounts
ction 1		+		Bodily Injury and Property Damage
mprehensive General Liabili	ty			and Floperty Damage
luding:				\$ <u>5,000,000</u> Inclusive
Products/Completed				s Aggregate
Operations;				s Deductible
Blanket Contractual;				
Contractor's Protective;				
Personal Injury;				
Contingent Employer's Lia				
Broad Form Property Dam	iage;			
Non-Owned Automobile;				
Cross Liability Clause.				
ction 2 tomobile Liability				Bodily Injury and Property Damage
tomobile Liability				\$ <u>5,000,000</u> Inclusive
It is understood and agre	ed that the policy/policies noted a	hove shall conta:	n amondme-t	to reflect the fellowing
Any Deductible or	Reimbursement Clause contained	d in the policy st	nall not anniv	is to reflect the following: r to the City of Kelowna and shall be
tne sole responsibi	lity of the insured named above.			to the City of Relowita and Stidinge
<ol><li>The City of Kelown</li></ol>	a is named as an Additional Insur	red.		
3. 30 days prior writte	en notice of material change and/	or cancellation v	will be given t	o the City of Kelowna.
	<u></u>			
Print Name	Title	<del></del>	Company (	Insurer or Broker)

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### SCHEDULE B

# TRIPARTITE AGREEMENT NON-DISTURBANCE AGREEMENT (TENANT FINANCING)

THIS AGREEMENT dated for reference [month, day, year] is made

BETWEEN:

CITY OF KELOWNA

1435 Water Street, Kelowna BC V1Y 1J4

(the "Landlord")

AND:

[name of lender] (incorporation/registration number [number]) of [address] (Fax: [fax number]) (Email: [email address])

(the "Lender")

AND:

PJS REAL ESTATE HOLDINGS LTD. (Reg. No. AO123978) 1311 9 Ave S.W. Suite 300, Calgary AB T<sub>3</sub>C oH<sub>9</sub>

(the "Tenant")

### BACKGROUND

A. By a lease dated [month, day, year] and registered in the [location] land title office under number [number] (the "Lease"), the Landlord leased to the Tenant the lands located at 6280 Lapointe Drive, Kelowna, British Columbia and legally described as:

PID: 030-478-430 LOT 2 DISTRICT LOT 120 OSOYOOS DIVISION YALE DISTRICT PLAN EPP65593

(the "Lands").

B. The Tenant has granted certain security (together, the "Lender's Security") to the Lender including a mortgage of the Lease (the "Mortgage of Lease").

(A)

C. As a condition of advancing funds to the Tenant, the Lender requires the Landlord to confirm certain information to the Lender and to enter into this Agreement with the Lender.

### **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

#### LANDLORD'S CONSENT

The Landlord hereby consents to the granting and registration of the Mortgage of Lease; however, this consent does not extend to the other contents of the Lender's Security; nor will it be, or be deemed to be, a consent to any further or other sublease of the Lands or any part of the Lands or to any assignment of the Lease or any further parting of possession of the Lands or any part of them; nor will it be, or be deemed to be, a waiver of the requirement for the consent of the Landlord to any further or other assignment of the Lease or subletting or parting with possession of the Lands in whole or in part.

# 2. LANDLORD'S REPRESENTATIONS AND WARRANTIES

The Landlord represents and warrants to the Lender that:

- (a) a true copy of the Lease is registered in the [location] land title office under number [number];
- (b) as of the date of this Agreement, the Lease has not been modified or amended and constitutes the entire agreement between the Landlord and the Tenant in connection with the Lands;
- (c) to the best of the Landlord's knowledge, information, and belief, the Lease is in good standing and the Tenant is not presently in default under the Lease; and
- (d) to the best of the Landlord's knowledge, information, and belief, the Tenant has not previously assigned or subletits interest in the Lands or the Lease.

### LANDLORD'S COVENANTS

### 3.1 General Covenants

The Landlord covenants and agrees with the Lender that, notwithstanding anything to the contrary in the Lease, the Landlord will:

Page **45** of **53** 

- (a) in connection with matters relating to the Lease, provide to the Lender such information as may reasonably be required by the Lender from time to time in order to remedy any default by the Tenant under the Lease or to advise the Lender as to the status of the Lease;
- (b) give the Lender a period of [30] days (or such longer period of time as is reasonably required by the Lender in the circumstances to remedy) after the Lender's receipt of notice from the Landlord of a breach or default by the Tenant under the Lease to cure any such breach or default, provided that the Lender will have no liability to cure any default in the following circumstances:
  - (i) an execution, attachment, distress, or similar process is taken against any of the assets of the Tenant;
  - (ii) a trustee, receiver, or receiver-manager (each a "Receiver") is appointed for any business or assets of the Tenant;
  - (iii) the Tenant makes an assignment for the benefit of creditors;
  - (iv) the Tenant makes a bulk sale of all or a substantial portion of its assets;
  - (v) the Tenant becomes bankrupt or insolvent or takes the benefit of any law now or hereafter in force for bankrupt or insolvent debtors;
  - (vi) the Tenant is a corporation and an order is made for the winding up or termination of the corporate existence of the Tenant; or
  - (vii) any other default by the Tenant under the Lease that cannot be remedied by the Lender

(each, a "Non-curable Default"). If such breach or default, other than a Non-curable Default, is remedied within the period referred to in this Section, the Landlord will not terminate the Lease and the Landlord will have no other rights against the Lender with respect to such breach or default;

(c) at the Lender's request, and with the consent of the Tenant, permit the Lender to enter the Lands to cure any default;

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- (d) not unreasonably withhold consent to the assignment of the Lease or the New Lease or subletting or other parting with possession of the Lands requested by the Lender;
- (e) endeavour to periodically notify the Lender of any default of the Tenant of which it is aware, but will have no liability to the Lender if it fails to do so; and

### [Alternative Section:

- (e) promptly give to the Lender a copy of any notice that the Landlord gives to the Tenant with respect to any breach or default by the Tenant or any other act, omission, or event on which the Landlord proposes to act and that would give the Landlord the right to terminate or otherwise forfeit the term of the Lease;]
- (f) endeavour to notify and obtain the consent of the Lender to any surrender of the Lease or material modifications of the Lease, but will have no liability to the Lender if it fails to notify or to obtain such consent from the Lender.

# 3.2 Lender's Liability for Tenant's Obligations

The Landlord covenants and agrees with the Lender that, notwithstanding anything to the contrary contained in the Lease, if the Lender takes enforcement proceedings under the Mortgage of Lease and advises the Landlord of its intention to cause the Lease to be maintained, the Lender will only be liable for:

- (a) the payment of arrears of Rent that are outstanding and any other breach by the Tenant of any of the Tenant's obligations under the Lease (except for a Non-curable Default) on which the Landlord had given notice to the Lender of the Landlord's intention to act before the commencement of enforcement proceedings by the Lender; and
- (b) the performance of the Tenant's obligations under the Lease during any period of actual possession of the Lands by the Lender or in the absence of actual possession, then from the time of commencement of enforcement proceedings by the Lender until any assignment or transfer of the Tenant's interest under the Lease or any surrender, cancellation, or other termination of the Lease.

### 3.3 New Lease

The Landlord covenants and agrees with the Lender that the Landlord will, at the written request of the Lender, enter into a new lease ("New Lease") with the Lender or with the nominee of the Lender approved by the Landlord, such approval not to be unreasonably withheld, only if:

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- (a) the Landlord terminates the Lease by reason of the occurrence of a Non-curable Default;
- (b) the Lender delivers written notice to the Landlord within [10] days of the Lender's receipt of the Landlord's notice of default; and
- (c) if the Lender or its nominee approved by the Landlord pays the arrears of Rent payable under the Lease and remedies all other defaults of the Tenant under the Lease (except for a Non-curable Default).

The New Lease will be for the balance of the Term of the Lease commencing immediately on the Landlord's receipt of the Lender's written request for a New Lease, and otherwise will be on the same terms and conditions as are contained in the Lease.

### 3.4 No Seizure for Default

The Landlord covenants and agrees with the Lender that the Landlord will not, for non-payment of Rent or any other default under the Lease, seize any equipment, inventory, goods, or other moveable assets of the Tenant mortgaged or charged in favour of the Lender under the Lender's Security without first giving [30] days' notice to the Lender regarding the Landlord's intent to seize such equipment, inventory, goods, or other moveable assets, and allowing the Lender during the [30]-day period to cure the default, should the Lender elect to do so by notice in writing delivered to the Landlord within [10] days of receipt of the Landlord's notice of default.

# 3.5 Exercise of Rights

If the Landlord does not receive the Lender's notice as required under Section 3.4 in this Agreement, or if the Landlord having received such notice the default is not remedied within the [30]-day notice period, the Landlord will be entitled to exercise its rights and remedies under the Lease as if this Agreement had not been executed and delivered.

# 3.6 No Requirement to Advance Funds

The Landlord acknowledges that it is aware that the Lender will be relying on the representations, warranties, covenants, and agreements of the Landlord contained in this Agreement in determining whether or not to advance funds to the Tenant, except that nothing contained in this Agreement will impose or be deemed to impose any obligation or liability on the Lender to advance such funds.

### 4. LENDER'S COVENANTS

### 4.1 General Covenants

The Lender covenants and agrees with the Landlord that:

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- (a) it will not assign the Mortgage of Lease or further sublet the Lands or any part of the Lands without the prior written consent of the Landlord, which consent will not be unreasonably withheld or delayed;
- (b) it will indemnify and save the Landlord harmless with respect to any claims arising in any way in respect of the Lender's entry and activities at the Lands; and
- (c) if the Landlord does not receive the Lender's notice that it intends to remedy a default of the Tenant, as provided in Section 3.1(b), or if the Landlord having received such notice the default is not remedied within the period specified in that section, the Landlord will be entitled to exercise its rights and remedies under the Lease and at law as if this Agreement had not been entered into with the Lender.

### 4.2 Removal/Sale of Goods and Business

Notwithstanding this Agreement, the Lender will not be allowed to use the Lands to conduct a bankruptcy, receivership, or liquidation sale of the Tenant's goods or business provided that this will not prevent the Lender from removing the property of the Tenant from the Lands subject to the Landlord's right of distress, or from selling the business of the Tenant as a going concern subject to the Landlord's consent to any assignment or sublease of the Lease or other parting with possession of the Lands, as provided in the Lease.

### TENANT'S COVENANTS

### 5.1 Tenant's Indemnity

The Tenant hereby indemnifies and saves harmless the Landlord for any and all additional costs, damages, title clearing, or other similar costs and expenses related to the Landlord entering into this Agreement. This indemnity shall survive the expiry of the Term or any termination of the Lease or this Agreement.

### 5.2 Tenant's Consent

The Tenant acknowledges and consents to the provisions of this Agreement.

### 6. GENERAL

#### 6.1 Notice

Any notice under this Agreement must be given in writing and be sent by email or fax or delivered addressed to the party to which notice is to be given at the recipient party's address,

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email, or fax number set out on the first page of this Agreement (or to such other address, email, or fax number as a party may specify by notice given in accordance with this section) and such notice will be deemed to have been given at the time of transmission or delivery.

# 6.2 Meaning of Terms

The parties covenant and agree that any reference in this Agreement to the "Lease" will include any extensions or renewals of the Lease pursuant to the terms of such extension or renewal. All capitalized terms will have the meaning assigned to them in this Agreement and, if not specifically defined in this Agreement, will have the meaning assigned to them in the Lease.

### 6.3 Time of Essence

Time is of the essence of this Agreement.

### 6.4 Enurement

This Agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors, and permitted assigns.

### 6.5 Sale of Land

If the Landlord sells the Lands are located, the Landlord will be relieved from any liability under this Agreement from and after the closing of the sale if the purchaser agrees to assume the obligations of the Landlord under this Agreement.

# 6.6 Rights of Landlord Retained

Except as expressly provided for in this Agreement, neither this Agreement nor the Lender's Security will derogate from the rights and remedies of the Landlord as provided for in the Lease and at law.

# 6.7 Effective Date of Agreement

This Agreement, including without limitation the Landlord's consent to the Mortgage of Lease contained in the Lender's Security, will only be effective on its execution and delivery by all parties until the earlier of the date when:

- (a) the Mortgage of Lease is discharged;
- (b) the Term of the Lease expires without extension or renewal;
- (c) the Lender assigns its leasehold interest (if any) in the Lease in accordance with the terms of the Lease, as modified by this Agreement;

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- (d) the Lease is terminated by the Landlord in accordance with the terms of the Lease, as modified by this Agreement; or
- (e) the Lender advises the Landlord that its Mortgage of Lease is no longer in effect,

provided that nothing in this section releases the Tenant from any of its obligations under the Lease.

# 6.8 Entire Agreement

This Agreement contains the entire agreement between the parties to it and will not be modified, waived, or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, waiver, or cancellation is sought.

### 6.9 Further Assurances

Each of the parties to this Agreement will do all such further acts and things and execute and deliver all such further documents or instruments as may be reasonably required by any other party or as may be reasonably necessary to effect the purpose of and to carry out the provisions of this Agreement.

# 6.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. Further, the parties agree that this Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record will be valid, and effective to bind the party so signing, as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

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

of 53

# PJS REAL ESTATE HOLDINGS LTD.

Per:	8
	Authorized Signatory
Per:	
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CITY	OF KELOWNA
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# SCHEDULE C

# BASELINE ENVIRONMENTAL REPORT

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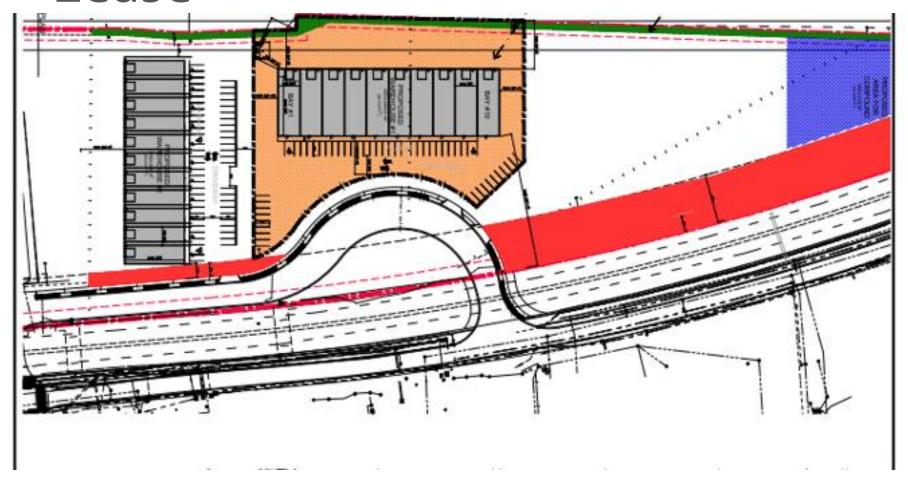


# PJS Real Estate Holdings Ltd.

- Property management and development company
- ► Three decades of operation
- > 2 million square feet of industrial properties
  - ► Calgary, Kelowna, Phoenix
  - High quality
  - Award winning
- ► Over 200 tenants
  - Exceptional tenant-landlord relationship



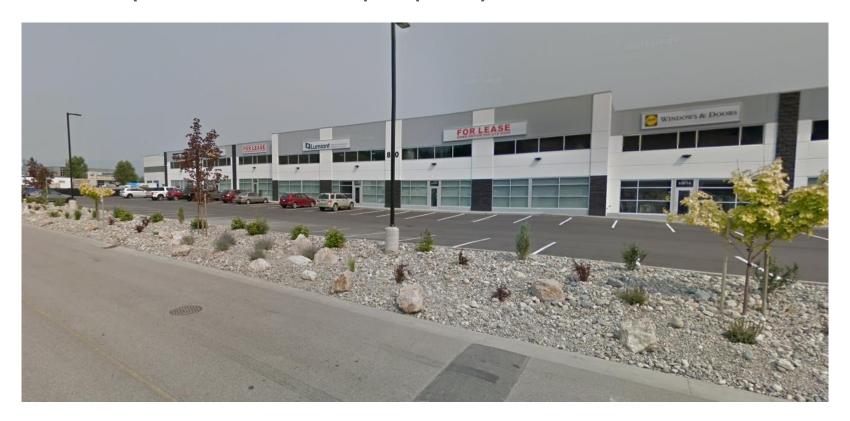
# PJS Real Estate Holdings Ltd. Lease





# PJS Real Estate Holdings Ltd. Lease

► Example of a similar property





# Proposed Lease Terms

- Land tenure type
  - ► Land lease
- **►** Term
  - ▶ 6o years
  - 4, 10-year options to renew
- Improvements (upon expiry or termination)
  - Become the property of the City
  - ▶ Right to require improvements be removed



# Proposed Lease Terms

- ► Rent
  - > \$72,418.56 per annum
    - Fair market based on third-party land lease rental valuation
    - ► Fair market value adjustment every 5 years
      - Not to be less than the prior year
      - ▶ Not to be greater than 10%
    - ▶ Fair market value adjustment at 40 years
- ▶ Rent reduction
  - Grading costs
    - ▶ Not greater than \$220,000





# Questions?

For more information, visit ylw.kelowna.ca.

# Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Subject:** Sublease – Northland Properties Corporation

**Department:** Kelowna International Airport and Real Estate

#### Recommendation:

THAT Council receives for information the report from Kelowna International Airport and Real Estate dated October 3, 2022, with respect to the sublease with Northland Properties Corporation.

### Purpose:

To provide Council with information on the sublease with Northland Properties Corporation.

### **Background:**

Kelowna International Airport's 2045 Master Plan (the 2045 Master Plan) identified that an on-site hotel could significantly add to customer service for passengers with late night arrivals or early morning departures, and through the expansion of restaurant and business meeting options on site. As a result, the 2045 Master Plan recommended that Kelowna International Airport (the Airport) explore the opportunity to have a hotel on-site through third-party investment.

The Agricultural Land Commission has also provided feedback to the City and the Airport on multiple occasions about their desire for a parkade to be built on-site.

In the first quarter of 2022, the Airport worked with HM Commercial Group (HM) to market a three-phase expression of interest for a long-term land lease to build a hotel and parkade at the Airport. The hotel and parkade site could be up to 3.9 acres, the land lease term was for up to 99 years, the price was \$9,995,000 as determined by an independent appraisal, and there was a requirement for a 1,000-stall parking solution. This process included a marketing campaign from October 2021 to January 2022, consisting of an MLS listing, on-site signage and 471 emails sent to local, national, and international clients. Following a robust three stage selection process where a 7-person committee assessed the expressions of interest on a variety of factors including; experience, financials, amenities, construction philosophy, and feasibility, Northland Properties Corporation (NPC) was selected as the successful proponent to move forward with negotiations.

NPC is Canada's largest privately owned hospitality company and is one of the most trusted names in hospitality. It was incorporated in 1963 and is 100% Canadian owned and operated. NPC believes the foundation of its success is the talented individuals who build and create its unforgettable guest experiences, and the guests who choose to experience NPC's hospitality. NPC operates in five countries, has 10,000 employees, owns, and operates 63 hotels and resorts, 175 restaurants and venues, and three hockey teams, and is the force behind well-known brands including The Sutton Place Hotels, Sandman Hotel Group, Moxies, Denny's, Chop Steakhouse & Bar, Shark Club, Revelstoke Mountain Resort, Grouse Mountain, and the Dallas Stars NHL team.

The hotel would be located adjacent to the Airport terminal building on lands leased from Transport Canada as outlined in the sublease attached as Appendix A. As a result, the Airport would receive 100% of revenues generated from the sublease.

### Previous Council Resolution

Resolution	Date
That Council approves the sublease with Northland Properties Corporation attached as Appendix A to the report of the Kelowna International Airport and Real Estate departments dated September 26, 2022;	September 26, 2022
AND THAT the 2022 Financial Plan be amended to include the annual revenue and costs associated with the Northland Properties Corporation sublease as outlined in the report from Kelowna International Airport and Real Estate dated September 26, 2022;	
AND THAT the Real Estate Department Manager be authorized to execute all documents necessary to complete and maintain this transaction, including renewals;	
AND FURTHER THAT Council direct Kelowna International Airport and Real Estate to bring forward details of the sublease with Northland Properties Corporation to a regular PM Council meeting.	

#### Discussion:

### Fair Market Value

A third-party land lease rental valuation was commissioned to determine the market value of the hotel and parkade lands. This report concluded that the prepaid land rent for a term of up to 99 years was \$9,995,000 for 3.9 acres. The proposed term of the hotel sublease is outlined in the table below.

### Hotel Sublease

Sublease Component	Description
Tenure Type	Land sublease
Land Sublease Area	2.0065 acres

Term	Commencing on the date that all conditions precedent are	
Renewal Consideration	satisfied or waived and expiring on December 31, 2054  Options to renew aligned with Head Lease renewals granted, not to exceed a total term of 99 years.	
Buyout	<ul> <li>the City's lease with Transport Canada is terminated or not renewed, and</li> <li>the Airport assets are transferred or leased to a person who is not the City, airport operator or an airport authority, and</li> <li>NPC no longer has any right to occupy the subleased lands or the hotel, and</li> <li>the City receives compensation for the subleased lands and the hotel,</li> <li>the City shall pay NPC the then current market value for the subleased lands and hotel based on the remaining term of the</li> </ul>	
Option to Purchase Land	sublease based on a 99-year term.  If the City becomes the owner of the land the hotel is built on and wishes to sell the land to a third-party which is not an airport operator or airport authority, NPC will be granted the right to purchase the hotel lands at fair market value.	
Rent	<ul> <li>\$500,000 deposit on the date the sublease is fully executed</li> <li>\$2,072,426.50 on the date that all of NPC's conditions precedent are satisfied or waived</li> <li>\$110,506.63 annually for 40 years commencing on the date the construction of the hotel reaches substantial completion</li> </ul>	
Airport Maintenance Charge	\$3,248.70 per annum (increasing at 2% per annum as per Airport Fees Bylaw 7982).	
Sublease Costs	<ul> <li>Tenant to pay all costs.</li> <li>City to pay the cost of providing utility services to the border of the subleased lands and relocating a utility easement at an anticipated cost of \$3,470,000.</li> </ul>	
Construction	Construction to commence within 18 months of the City removing its conditions precedent and be substantially complete within 54 months of the City removing its conditions precedent.	
Hotel	<ul> <li>Minimum of a six storey, 207 room Sutton Place hotel</li> <li>Maximum of an eight storey, 293 room Sutton Place hotel</li> <li>Conference space</li> <li>Restaurant</li> <li>To be constructed, finished and appointed to the same level as the Sutton Place Halifax</li> <li>Branding not to be changed</li> <li>Hotel not to fall below a British Columbia Automobile Association four diamond rating (except for the expectation to provide valet service)</li> </ul>	
Parking	NPC to construct at least 105 surface parking stalls on the subleased premises	

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City Conditions Precedent	<ul> <li>If a parkade is built:         <ul> <li>(i) 146 parking stalls less the number of surface parking stalls constructed, designated for exclusive use for NPC employees and/or patrons of the hotel while staying at the hotel at no charge on the parkade property</li> <li>(ii) Reasonable commercial efforts made to accommodate the additional parking needs of patrons of the Hotel while staying at the Hotel on a non-exclusive basis at 70% of the daily rate, limited to up to 44 parking stalls within the parkade at any one time</li> <li>(iii) Patrons of the restaurant shall be entitled to 2 hours of free parking in the parkade on a non-exclusive basis</li> </ul> </li> <li>Within 90 days of execution of the hotel sublease, the City is satisfied, in its sole discretion, with the cost of providing utility services to the boundary of the subleased lands and relocating a utility easement</li> </ul>
	<ul> <li>relocating a utility easement</li> <li>Within 90 days of execution of the hotel sublease, the City and NPC enter into a sublease for construction and operation of a parkade at the Airport</li> </ul>
Subtenant's Conditions Precedent	<ul> <li>Within 90 days of the City removing its conditions precedent, NPC shall be satisfied in its sole discretion with the results of all searches, reviews and investigations which NPC deems advisable with respect to the subleased lands</li> <li>Within 15 months of the City removing its conditions precedent, receipt of development and building permit approvals for the construction of the hotel</li> <li>Within 100 days of execution of the hotel sublease, the Subtenant is satisfied, acting reasonably, with parking arrangements. This condition is waived if the parties enter into a ground sublease for the construction of a parkade.</li> </ul>
Site Condition on Expiry	Land, structures, and any improvements revert to the City upon expiry.
Demolition Fund	An amount equal to demolish and remove the buildings is to be calculated at year 80, with that amount to be deposited into a separate account by NPC in equal instalments over the last 19 years of the Term. If the building is demolished for less than the Demolition Fund, the difference will be paid to NPC. If the building is renovated, the Demolition Funds can be used towards renovations.
Use of Meeting Room Facilities	The City is granted the use of hotel meeting room facilities up to six times per year for City-related business development events.
City of Kelowna Usage	The City of Kelowna will be granted 25 stays per calendar year for business development and related business purposes.

The Airport and Real Estate will continue to work with NPC on a parkade sublease that will be brought to Council for approval. If the parkade sublease is approved by Council, or the City waives the condition for

a parkade sublease, NPC will apply for a zoning bylaw text amendment and a development permit for the hotel, for Council to consider.

#### Conclusion:

The Airport and Real Estate recommend Council receives this report for information.

### **Internal Circulation:**

Financial Services Real Estate Communications

### Considerations applicable to this report:

### Legal/Statutory Authority:

Notice of disposition of City-owned land was published pursuant to Section 26 of the *Community Charter*.

### Financial/Budgetary Considerations:

The sublease with NPC will result in a \$500,000 deposit being paid on the date the sublease is fully executed, \$2,072,426.50 being paid on the date that all of NPC's conditions precedent are satisfied or waived, and \$110,506.63 being paid annually for 40 years commencing on the date the construction of the hotel reaches substantial completion. The Airport Maintenance Charge will be paid at an annual rate of \$3,248.70, increasing at 2% per annum. The 2022 revenue associated with the sublease, and the \$3,470,000 in capital expenditures will be incorporated in the 2022 Financial Plan. It is anticipated that the capital expenditures will be incurred in 2024. The expenditures will be funded from the Airport Fund and there will be no impact to taxation.

### Considerations not applicable to this report:

Legal/Statutory Procedural Requirements: Existing Policy: External Agency/Public Comments: Communications Comments:

Submitted by:

S. Dyrdal, Senior Airport Finance and Corporate Services Manager

Approved for inclusion:

S.S. Samaddar, Airport Director

CC:

T. McQueenie, Airport Corporate Services Manager

- J. Saufferer, Real Estate Department Manager G. Hood, Strategic Land Development Manager M. Antunes, Acting Financial Planning Manager C. Brannagan, Communications Advisor

### HOTEL GROUND SUBLEASE – KELOWNA INTERNATIONAL AIRPORT LANDS

THIS SUBLEASE dated for reference, 2	022 is
BETWEEN:	
CITY OF KELOWNA 1435 Water Street, Kelowna BC V1Y 1J4	
	(the "City")
AND:	
NORTHLAND PROPERTIES CORPORATION (Inc. No. C Suite 300, 1755 West Broadway, Vancouver, BC V6J-4S5	CO839976)
	(the "Subtenant")
WHEREAS:	

A. By a lease dated December 19, 1979 (the "Head Lease") between the City and Her Majesty the Queen in Right of Canada (the "Head Landlord"), as represented by the Minister of Transport (the "Minister"), the Head Landlord leased to the City the following lands, on the terms and conditions set out in the Head Lease:

Parcel Identifier: 009-459-014 Lot 3 District Lots 32 and 120 and of Section 14 Township 23 Osoyoos Division Yale District Plan 11796

Parcel Identifier: 013-949-101 Lot B District Lot 122 Osoyoos Division Yale District Plan 41159

Parcel identifier: 011-518-189 Lot 7 Section 14 Township 23 Osoyoos Division Yale District Plan 1502 Except Plan H16596

(collectively the "Lands");

B. The Head Lease has been periodically amended by the City and the Head Landlord from time to time, most recently by an Amendment to Lease made the 25<sup>th</sup> day of March 2021;

- C. The City has agreed to sublease to the Subtenant a portion of the Lands having an area of approximately 2.0065 acres as outlined in red and identified as the premises (the "Premises") on the survey plan which is attached to this Sublease as Schedule A, for the Term for the Subtenant to erect the Buildings and use, occupy, and enjoy the Premises and the Buildings upon the terms and conditions, and subject to the provisos, contained in this Sublease.
- D. Pursuant to section 26 of the *Community Charter*, the City has posted and published notice of its intention to sublease the Premises to the Subtenant.

NOW THIS SUBLEASE WITNESSES that in consideration of the Rent, covenants, and agreements to be paid, observed, and performed by the Subtenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged), the City subleases to the Subtenant and the Subtenant subleases from the City the Premises upon the terms and conditions and subject to the provisos contained in this Sublease.

This Sublease is made upon and subject to the following covenants and conditions which each of the City and the Subtenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

### 1. **DEFINITIONS**

- 1.1 The terms defined in this Section 1.1, for all purposes of this Sublease unless otherwise specifically provided, have the following meanings:
  - (a) "Additional Rent" means the amounts, if any, payable by the Subtenant pursuant to Sections 2.6, 3.1, 3.2, 3.3, 3.4, and 7.8 of this Sublease and Section 9 of Schedule B of this Sublease, together with any other and additional amounts that are expressed in this Sublease to be added to and made part of Additional Rent, other than Basic Rent.
  - (b) "Affiliate" means "affiliate" as that term is defined in the Business Corporations Act (British Columbia).
  - (c) "Architect" means Pacific Coast Architecture, British Columbia, or such other architect(s) as the Subtenant may appoint from time to time with a written approval of the City, the individuals of which are members in good standing of the Architectural Institute of British Columbia.
  - (d) "Authority" means the City of Kelowna or other municipal authority having jurisdiction over development on the Lands.

- (e) "Basic Rent" as of any particular time means the net basic rental provided for in this Sublease as specified in Article 2 of this Sublease.
- "Buildings and/or Hotel" means the building or buildings constructed upon the Premises by or for the Subtenant pursuant to the provisions of this Sublease, including, without limitation, hard landscaping and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Premises.
- (g) **"Bylaw"** means City of Kelowna Bylaw No. 7982 Airport Fees Bylaw.
- (h) "City Condition Removal Date" means the date that the City removes its conditions precedent under Section 28.2 of this Sublease;
- (i) "Commencement Date" means the date on which all the conditions precedent set out in Sections 28.1 and 28.2 of this Sublease are satisfied or waived.
- (j) "Commencement of Occupation Date" means the date that the Building or Buildings that are to be operated as a hotel reaches Substantial Completion.
- (k) "Commencement of Construction" means that a building permit or permits have been issued to the Subtenant by the Authority for the Buildings, and the foundations and footings of the Buildings have been commenced as certified to the City by the Architect.
- (l) "Development Permit" means the development permit issued by the Authority to the Subtenant relating to the development of the Lands.
- (m) "Environmental Contaminants" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (n) **"Environmental Laws"** means any laws, statutes, regulations, orders, bylaws, permits, or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.

- (o) **"Fair Market Rent"** means the rent, being Basic Rent, Additional Rent, and all other amounts and charges that would be paid for the Buildings and the Premises as between persons dealing in good faith and at arm's length, for the highest and best use as permitted from time to time by the Authority.
- (p) "Lands" means those lands in the Province of British Columbia described in Recital A.
- (q) "Mortgage" means a mortgage or mortgages upon or in respect of and specifically charging the subleasehold interest of the Subtenant in the Lands and the Buildings or any part of them and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security.
- (r) "Mortgagee" means a mortgagee or mortgagees under a Mortgage.
- (s) "Person" or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person.
- (t) "Premises" means that portion of the Lands as described in Recital C.
- (u) "Prime Rate" means the annual percentage rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as the prime rate.
- (v) "Release" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.
- (w) "Rent" means the Basic Rent, Additional Rent, and any other amounts payable by the Subtenant under this Sublease.
- (x) **"Sublease"** means this sublease, including all schedules attached to this sublease.
- (y) **"Substantial Completion"** means substantial completion as defined in Section 4.2 of this Sublease.

- (z) "Tenancy Arrangements" means all sub-subleases, licences, tenancy agreements, and all rights of use and occupation of every nature and kind, present and future, existing or at any time made during the existence of this Sublease in respect of any portion of the Premises or Buildings.
- (aa) "Term" means the period commencing on the Commencement Date and ending at 4:00 p.m. on December 30, 2054, as renewed or extended in accordance with the terms of this Sublease.
- (bb) **"Trustee"** means a trust company duly authorized to carry on business in the Province of British Columbia appointed by the City for the purposes of Section 6.4.
- All of the provisions of this Sublease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section of this Sublease.
- 1.3 The words "herein", "hereby", "hereunder", and words of similar import refer to this Sublease as a whole and not to any particular article or section of the Sublease.
- The captions and headings throughout this Sublease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Sublease, nor in any way affect this Sublease.

### 2. PAYMENT OF RENT

### 2.1 Basic Rent

The Subtenant shall pay Basic Rent, in advance, as follows:

- (a) on the date that this Lease is fully executed, by payment to the City of a \$500,000 deposit (the "Deposit");
- (b) on the Commencement Date, by payment to the City of prepaid rent of \$2,072,426.50;
- (c) on the Commencement of Occupation Date and each anniversary of the Commencement of Occupation Date up to and including the 39<sup>th</sup> anniversary of the Commencement of Occupation Date, payment of \$110,506.63.

If any of the conditions precedent under Sections 28.1 and 28.2 of this Lease are not satisfied or waived in the times provided the City shall return the Deposit to the Subtenant. If all of said

conditions precedent are satisfied or waived within the time provided the City shall be entitled to retain the Deposit as part of the Basic Rent payable by the Subtenant under this Sublease.

### 2.2 Additional Rent

The Subtenant shall pay Additional Rent annually within 30 days of each anniversary of the Commencement of Occupation Date. This obligation shall survive the expiry or earlier termination of this Sublease with respect to Additional Rent incurred in the final year of the Term.

# 2.3 Airport Maintenance Charge

The airport maintenance charge for the initial year of the Term is \$0.03339 per square foot multiplied by the Premises. The initial airport maintenance charge is (\$3,248.70) (the "AMC"). The Subtenant shall pay the AMC, including annual increases pursuant to the Bylaw, to the City in annual instalments, payable on the Commencement Date and on each anniversary of the Commencement Date, and once the Commencement of Occupation Date occurs, on the Commencement of Occupation Date and each anniversary of the Commencement of Occupation Date. The AMC does not include GST or any similar or replacement tax.

### 2.4 Payments Generally

All payments by the Subtenant to the City of whatsoever nature required or contemplated by this Sublease will be:

- (a) paid to the City by the Subtenant in lawful currency of Canada;
- (b) made when due under this Sublease, without prior demand and without any set-off, abatement, or deduction whatsoever, at the office of the City or such other place as the City may designate from time to time to the Subtenant;
- (c) applied towards amounts then outstanding under this Sublease, in such manner as the City may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Sublease has been entered into, and will be payable and recoverable as Rent, such that the City will have all of the rights and remedies against the Subtenant for default in making any such payment that may not be expressly designated as rent, as the City has for default in payment of Rent.

### 2.5 Net Sublease

It is the intention of the City and Subtenant that all expenses, costs, payments, and outgoings incurred in respect of the Premises, the Buildings, and any other improvements of the Premises or for any other matter or thing materially affecting the Premises, will be borne by the Subtenant and unless expressly stipulated to the contrary, the Basic Rent will be absolutely net to the City and free of all abatements, set off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Premises, the Buildings or any other improvements on the Premises and, unless expressly stated to the contrary, the Subtenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

The City shall be responsible for the cost of providing utility services to the border of the Premises in accordance with the servicing specifications set out in Schedule G. The Subtenant shall be responsible for all costs associated with connecting utilities to the Building(s) and improvements within the Premises. The Subtenant shall be responsible for all incremental costs for upgrading the capacity of such utility services if the Subtenant's requirements for utilities result in increased capacity specifications to the ones set out in Schedule G. Until the date set out in Section 4.3(b), the City shall be responsible for all costs associated with upgrading utilities required due to a new City mandate, direction or requirement, except to the extent to which such changes arise as a result of a change to the designs set out in Schedule F of this Sublease.

### 2.6 Interest on Amounts in Arrears

All unpaid amounts due by the Subtenant to the City under this Sublease shall bear interest at the rate of 18.00 per cent per annum, calculated monthly not in advance from the date any such amount is due and payable until paid. The City shall adjust the interest rate from time to time in accordance with City of Kelowna bylaws. The City will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest will not prejudice or affect any other remedy of the City under this Sublease. If the Subtenant fails to pay taxes under Section 3.1 when due, then Section 3.2 will apply rather than this Section 2.6.

### 2.7 Goods and Services Taxes

The Subtenant agrees to pay to the City at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, or such other tax as may be substituted for those taxes from time to time.

### 2.8 Rent and Other Charges During Irregular Periods

All Rent and other charges, including the Airport Maintenance charge, reserved herein will be deemed to accrue from day to day, and if for any reason it will become necessary to calculate

Rent for irregular periods of less than one year, an appropriate pro-rata adjustment will be made on a daily basis in order to compute Rent for that irregular period.

### 3. PAYMENT OF TAXES

# 3.1 Payment of Taxes

Except as otherwise provided in Section 3.2, the Subtenant will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice yearly, or otherwise, but subject always to the Subtenant's rights to appeal or review in due course, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Premises, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the City may be collected by the City as Additional Rent. The Subtenant further covenants and agrees that during the Term it will deliver to the City for inspection, within 14 days of request by the City, receipts for payments of all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges in respect of the Premises, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever on or in the Premises or Buildings that were due and payable during the Term . The City will, not later than 30 days following receipt of any assessment notices delivered to the City by any taxing authority relating to the Premises, the Buildings or any other structures, any machinery, equipment, facilities, and other property of any nature whatsoever on or in the Premises or Buildings, forward a copy of those notices to the Subtenant. The Subtenant will have the right to appeal any assessment of the Premises or the Buildings or any other tax, rate, duty, charge, or amount referred to in this Section 3.1 provided that such appeal will be at the sole cost and expense of the Subtenant. The City will cooperate with the Subtenant, at the Subtenant's expense, in order to assist the Subtenant with any such appeal.

The Subtenant will be responsible for the payments referred to in this Section 3.1 from the Commencement Date.

### 3.2 Delinquent Taxes

If the Subtenant in any year during the Term fails to pay the taxes under Section 3.1 when due, the Subtenant will, subject to its rights to appeal or review, pay to the City, on demand, interest

on the amount outstanding at the percentage rate or rates established by the Province of British Columbia, the Authority, or any other taxing authority for unpaid real property taxes in the Province of British Columbia.

### 3.3 Payment of Utility Services

The Subtenant covenants with the City to pay for or cause to be paid when due to the providers thereof all charges for all utilities and services used in or supplied to the Premises and the Buildings throughout the Term, including without limitation gas, electricity, light, heat, power, telephone, cable, internet, water, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the City may be collected by the City as Additional Rent.

# 3.4 Business Tax and Licence Fees

The Subtenant covenants with the City to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Premises by the Subtenant (and any and every subsubtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the City from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the City may be collected by the City as Additional Rent.

### 4. CONSTRUCTION

# 4.1 Subtenant to Construct Buildings

(a) Prior to the commencement of any development on the Premises and within 8 (eight) months after the City Condition Removal Date, the Subtenant will apply to the Authority for a Development Permit and any other permits necessary to construct the Buildings, and at the same time deliver to the City drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed Buildings, for the City's approval, which approval the City agrees not to unreasonably withhold or delay if such documents comply with the design requirements set out in Schedule E and are in substantial conformity with one of the two sets of plans and specifications attached to this Sublease as Schedule F. Upon receipt of the City's approval and a building permit from the Authority, the Subtenant will construct the Buildings, together with other facilities ancillary to and connected with the Buildings on the Premises, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings,

- elevations, specifications (including materials to be used), location on the Premises, and exterior decoration and design all upon which the issuance of the building permits by the Authority having jurisdiction are based.
- (b) The City has approved the development of the Premises in accordance with the drawings and design set out in Schedule E and F hereto.
- (c) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the Buildings or the appearance of the Premises will first be approved by the City, which approval the City agrees not to unreasonably withhold or delay provided such changes are in substantial accordance with the plans approved by the City under subsection (a).
- (d) The City hereby acknowledges, represents and warrants that the City shall not require the Subtenant to use organized or unionized trade or labour personnel, suppliers, or contractors for the design, construction or completion of the Buildings. The City represents to the Subtenant that it has delivered all agreements, directives and documents in its possession or under its control that relate to any federal requirement that organized or unionized trade or labour personnel, suppliers, or contractors be used for the design, construction or completion of the Buildings.

# 4.2 Substantial Completion of Buildings

The Buildings will be deemed to have been Substantially Completed when the Architect or engineer of the Subtenant has issued a certificate to the City, signed and sealed by the Architect or engineer, certifying that:

- (a) the Buildings are "completed" in accordance with the *Builders Lien Act* (British Columbia) and substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the City upon which the issuance by the Authority of any development permit and building permits for the Buildings has been based, except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (b) all building bylaws and regulations of the Authority have been complied with by the Subtenant except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (c) all permits for occupancy that may be required by the Authority have been obtained and all licenses or permits required to operate the Buildings as a Hotel have been obtained, which licences and permits the Subtenant shall diligently pursue; and

(d) the Buildings are ready for occupancy.

For purposes other than Section 4.2(b), Substantial Completion may be achieved in respect of portions of the Buildings.

# 4.3 Deadlines for Commencement of Construction and Substantial Completion of Buildings

The Subtenant covenants and agrees with the City that, subject always to Article 10:

- (a) Commencement of Construction of the Buildings will take place on or before the date that is nineteen (19) months following the City Condition Removal Date; and
- (b) all of the Buildings will be Substantially Completed in accordance with the requirements of Section 4.2 on or before the date that is fifty five (55) months following the City Condition Removal Date.

# 4.4 Termination Where Subtenant Defaults in Commencement of Construction or Substantial Completion

- (a) If Commencement of Construction does not occur by the date specified in Section 4.3(a), the City will have the right and option (subject to section 10) to terminate this Sublease and the provisions of Section 18.1 will apply, except as modified by Section 4.4(e).
- (b) If Substantial Completion of the Buildings does not occur by the date specified in Section 4.3(b) (as may be modified pursuant to section 10), then:
  - (i) as a genuine pre-estimate of the losses incurred by the City due to the delay, including lost annual basic rent during the period of delay, inconvenience and increased costs to the City arising from ongoing construction at the Kelowna International Airport and the unavailability of the Hotel to the City and to the travelling public, the Subtenant shall pay the City \$1,000.00 each day, beginning on the first day following the date specified in Section 4.3(b), as may be modified or extended by Section 10 herein, until the Buildings are Substantially Completed; and
  - (ii) on or after the day that is three (3) months after the date for Substantial Completion set out in Section 4.3(b), above, as may be modified or extended by Section 10 herein, the City shall be entitled to provide the Subtenant with written notice requiring the Subtenant

to complete the Buildings and obtain all occupancy permits and licenses as set out in 4.2(c). In the event that the Subtenant fails to complete the Buildings and obtain the Occupancy Permits and licenses as required in section 4.2(c) within twelve (12) months of receipt of such notice, the City will have the right and option to terminate this Sublease and the provisions of Section 18.1 will apply, except as modified by Section 4.4(e).

- (c) If at any time after Commencement of Construction the Subtenant, in the reasonable opinion of the City, has failed to take any steps to build, construct, or obtain required permits or approvals for the Buildings for a period of eight (8) weeks, the City may provide a written notice to the Subtenant that the Subtenant has abandoned the Sublease (a "Notice of Abandonment"). The Subtenant must, within six (6) weeks of receipt of a Notice of Abandonment, commence to diligently pursue the steps that are necessary to complete permitting approvals, construction and completion of the Buildings and thereafter diligently continue to do so until Substantial Completion.
- (d) In the event of a dispute between the City and the Subtenant as to whether or not the City is entitled to terminate this Sublease pursuant to the provisions of this Section 4.4, the City and the Subtenant agree to submit such dispute to arbitration.
- (e) If the City terminates this Sublease under this Section 4.4, then the City will be entitled to retain, as liquidated damages and not as a penalty, 100% of the Basic Rent paid to the City at the time of termination, which is 50% of the Basic Rent payable by the Subtenant to the City under this Sublease.
- (f) If the City terminates this Sublease under this Section 4.4, then the City will be entitled to, by providing written notice to the Subtenant within 21 days following Termination, require that the Subtenant remove any and all improvements done by or on behalf of the Subtenant during the Term. Upon such notice, the specified improvements shall become the property of the Subtenant and the Subtenant shall commence to diligently remove such improvements within 14 days of receipt of such notice and shall complete removal within 28 days or, in the event the removal of such improvements will take greater than 28 days, commence removal of within the said 14 day period and thereafter promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Subtenant, dispose of such improvements as it sees fit and the Subtenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

## 4.5 Fire and Liability Insurance During Construction of Buildings

- (a) The Subtenant will effect or will cause its contractor or contractors to effect prior to the Commencement of Construction of the Buildings, or any of them, and will maintain and keep in force until the insurance required under Article 6 is effected, insurance:
  - (i) protecting both the Subtenant and the City and the City's employees and agents (without any rights of cross claim or subrogation against the City) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Premises and from any cause, including the risks occasioned by the construction of the Buildings, and to an amount reasonably satisfactory to the City, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and
  - (ii) protecting both the Subtenant and the City and the City's employees and agents from loss or damage (without any rights of cross-claim or subrogation against the City) to the Buildings and all fixtures, equipment, improvements, and building materials on the Premises from time to time both during and after construction (but which may be by policies effected from time to time covering the risk during different phases of construction of the Buildings) against fire, earthquake, and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the City may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the City or the Subtenant being deemed co-insurer.
- (b) All of the provisions of Article 6 respecting insurance that are of general application will apply to the insurance applying during construction of the Buildings required by this Section 4.5.

## 4.6 As-Built Drawings

The Subtenant shall, within three (3) months of Substantial Completion of each Building on the Premises provide the City with as-built drawings.

### 5. USE OF LANDS AND BUILDINGS

The Subtenant covenants and agrees with the City that neither the Premises nor the Buildings, nor any part of the Premises or the Buildings, will be used for any purposes except that of an onsite airport hotel, including all aspects normally associated therewith, such as rooms, lobbies, coffee shops, restaurants, lounges, pools, fitness facilities, outdoor social and dining areas, banquet facilities, meeting rooms and a business centre, unless otherwise approved by the City in its sole discretion. The Building(s) shall not exceed 10 storeys in height.

The Subtenant covenants and agrees with the City that the Building(s) shall be operated as a "Sutton Place" branded hotel that is constructed, finished and appointed to the same level as the Sutton Place, Halifax. The Subtenant shall not change the branding of the hotel and shall not permit the hotel to fall below a British Columbia Automobile Association (BCAA) four diamond rating (save and except expectation to provide valet service) without the consent of the City, which the City may withhold in its sole discretion.

#### 6. INSURANCE

#### 6.1 Insurance

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

## 6.2 Release of City from Liability for Insured Loss or Damage

The Subtenant hereby releases the City and its elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Subtenant has insured, or pursuant to the terms of this Sublease is obligated to insure, the Buildings, or any part or parts of them, and the Subtenant hereby covenants to indemnify and save harmless the City and its respective elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns from and against all manner of actions, causes of action, suits, damages, losses, costs, claims, and demands of any nature whatsoever relating to such insured loss or damage, or loss or damage that the Subtenant is obligated to insure.

# Payment of Loss Under the Insurance Policies Referred to in Section 4.5 and Section 2.4 of Schedule B

- (a) The insurance monies payable under any or all of the policies of insurance referred to in Section 4.5 of this Sublease and Section 2.4 of Schedule B will, notwithstanding the terms of the policy or policies, be paid to the order of the Mortgagee, or to the order of the Trustee if there is no Mortgagee.
- (b) Subject to Article 8, the City and the Subtenant agree that the Mortgagee or Trustee (as the case may be) will use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable under this Article 6 against certificates of the Architect engaged by the Subtenant or such other person as the City and the Subtenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

## 6.4 City's Right to Repair and Receive the Insurance Proceeds

Should the Subtenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the City will be entitled to effect such restoration, reconstruction, or replacement and the Mortgagee or Trustee to whom such insurance monies are payable will pay or cause to be paid to the City such insurance monies in the same manner the Mortgagee or Trustee (as the case may be) would have done had the Subtenant effected such restoration, reconstruction, or replacement.

#### 7. REPAIRS AND MAINTENANCE

## 7.1 City Not Obliged to Repair

The City will not be obliged to furnish any services or facilities or to make repairs, alterations, or replacements in or to the Premises or the Buildings, the Subtenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises and the Buildings.

## 7.2 Repair by the Subtenant

The Subtenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings) the Premises and the Buildings, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating, cooling, and air-

conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Premises and the Buildings and machinery and equipment used or required in the operation of them, whether or not enumerated in this Sublease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Buildings and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Buildings were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs and replacements will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Buildings and aforesaid fixtures, appurtenances, and equipment and shall meet the standards as per section 5.

## 7.3 Subtenant Not to Commit Waste or Injury

The Subtenant will not commit or permit waste to the Premises or the Buildings or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings); nor will the Subtenant injure or disfigure the Premises or the Buildings or willingly permit them to be injured or disfigured in any way.

# 7.4 No Unlawful Purpose

The Subtenant will not use or occupy or permit to be used or occupied the Premises or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

### 7.5 At Expiration Deliver Up Premises and Buildings

At the expiration or other termination of this Sublease, the Subtenant will, unless Section 29.2 applies or except as may be otherwise expressly provided in this Sublease, surrender and deliver up the Premises with the Buildings and the fixtures, appurtenances, and equipment attached thereto, including all replacements and substitutions, in good order and condition, reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings. If the Subtenant does not do so, the City may do so on behalf of the Subtenant and any amounts paid by the City in putting the Premises and Buildings into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand, plus a 15% administration fee together with interest at the rate specified in Section 2.6. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

#### 7.6 Required Improvement Removal

Notwithstanding anything to the contrary in this Sublease, the City will be entitled to, by providing written notice to the Subtenant within 21 days following Termination, require that the Subtenant remove any and all improvements, including any or all of the Buildings, done by or on behalf of the Subtenant during the Term and leave the Premises in a level and debris-free condition. Upon such notice, the specified improvements shall become the property of the Subtenant and the Subtenant. The Subtenant shall apply for a demolition permit within 30 days following receipt of notice from the City under this Section, shall commence demolition within 30 days of receipt of a demolition permits and thereafter shall promptly and diligently and continuously proceed with removal, failing which the City may, without notice or compensation to the Subtenant, dispose of such improvements as it sees fit and the Subtenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

# 7.7 Lands Accepted "As Is"

The Subtenant accepts the Premises "as is" knowing the condition of the Premises, and agreeing that the City has made no representation, warranty, or agreement with respect to the Premises, except as may be otherwise expressly provided in this Sublease.

## 7.8 Repairs to Buildings by City

If at any time during the Term the Subtenant fails to maintain the Premises and maintain, repair, or replace the Buildings and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of Section 7.2, the City through its agents, employees, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Premises and the Buildings required for the purpose of making the repairs required by Section 7.2. The City will make such repairs, only after giving the Subtenant 30 days' written notice of its intention so to do, or in circumstances where for good and valid reason the City requires a lesser amount of notice, the City may, acting reasonably, provide notice of a shorter period. In the case of an emergency that may result in injury or loss of life or damage to City property or the property of others the City may proceed without any notice. Any amount paid by the City in making such repairs to the Premises and the Buildings or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand plus a 15% administration fee together with interest at the rate specified in Section 2.6.

## 7.9 Removal of Ice and Snow

The Subtenant covenants and agrees with the City at any time during the Term, at its cost, by itself or by the use of agents, to keep the Premises clean from ice and snow and to ensure that any snow cleared from the Premises is contained on the Premises.

#### 8. DAMAGE OR DESTRUCTION

#### 8.1 Rent Not to Abate

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings will not terminate this Sublease or entitle the Subtenant to surrender possession of the Premises or the Buildings or to demand any abatement or reduction of the Rent or other charges payable under this Sublease, any law or statute now or in the future to the contrary.

## 8.2 Subtenant's Obligations When the Buildings Are Damaged or Partially Destroyed

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

Notwithstanding the foregoing, the Subtenant may terminate this Sublease instead of repairing, replacing or restoring any part of the Buildings under this section if:

- (a) at the time of the damage or partial destruction the remaining Term on the Sublease (inclusive of any executed extensions or amendments) is less than fifteen (15) years; and
- (b) no insurance monies under any insurance policy taken out by the Subtenant in respect of the Buildings are available to finance the repair, replacement or restoration of the Buildings and the absence of such insurance monies is not due to the Subtenant's failure to insure as required by the terms of this Sublease or the insurer denying coverage as a result of an act or omission of the Subtenant or anyone for whom the Subtenant is responsible at law.

# 8.3 Subtenant's Obligations When the Buildings Are Completely or Substantially Destroyed

The Subtenant covenants and agrees with the City that in the event of complete or substantially complete destruction of the Buildings, the Subtenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will reconstruct or replace the Buildings with structures comparable to those being replaced.

Notwithstanding the foregoing, the Subtenant may terminate this Sublease instead of reconstructing or replacing the Buildings with structures comparable to those being replaced under this Section if:

- (a) at the time of the complete or substantially complete destruction the remaining Term on the Sublease (inclusive of any executed extensions or amendments) is less than thirty (30) years; and
- (b) no insurance monies under any insurance policy taken out by the Subtenant in respect of the Buildings are available to finance the reconstruction or replacement of the Buildings and the absence of such insurance monies is not due to the Subtenant's failure to insure as required by the terms of this Sublease or the insurer denying coverage as a result of an act or omission of the Subtenant or anyone for whom the Subtenant is responsible at law.

# 8.4 Replacement, Repair, or Reconstruction Under Sections 8.2 or 8.3 to Be Carried Out in Compliance with Section 7.2 and Article 9

Any replacement, repair, or reconstruction of the Buildings or any part of the Buildings pursuant to the provisions of Sections 8.2 or 8.3 will be made or done in compliance with the provisions of Section 7.2 and Article 9.

## 9. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

The Subtenant will not make or permit to be made any changes, alterations, replacements, substitutions, or additions affecting the structure of the Buildings, the major electrical and/or mechanical systems contained in them, or the exterior decoration, design, or appearance of the Buildings without the written approval of the City, which approval the City will not unreasonably withhold or delay. No such changes, alterations, replacements, substitutions, or additions will be undertaken until the Subtenant has submitted or caused to be submitted to the City drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed changes, alterations, replacements, substitutions, or additions, and until they have been approved in writing by the City, which approval the City agrees not to unreasonably withhold or delay.

The Subtenant covenants and agrees with the City that, subject to Article 10, all such changes, alterations, replacements, substitutions, and additions undertaken by or for the Subtenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction. For clarity, the Subtenant shall be required to obtain a Kelowna International Airport facility alteration permit or such other permit required by the Kelowna International Airport from time to time. The Subtenant shall apply for such permits at least 60 days prior to

the desired commencement of any such changes, alterations, replacements, substitutions, or additions.

The Subtenant shall not install, hang, affix or place any signs on the Buildings or on the Premises without the written consent of the City. The Subtenant shall be permitted to affix signs advertising the Hotel brand on all sides of the Buildings, and at both ground level and the top of the Buildings. Such signage is subject only to approval by the City (acting reasonably) of size, brightness, and other such parameters in accordance with applicable City of Kelowna bylaws.

#### 10. UNAVOIDABLE DELAYS

If, by reason of circumstances beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable effort or foresight by the Subtenant, including without limitation strike, lock out, or other labour dispute, material or labour shortage not within the control of the Subtenant, unavailability of labour, supply chain delays or failures, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Subtenant or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God whether on the Lands or elsewhere, pandemic, epidemic, or communicable disease (including a mass influenza outbreak or any other illness or health issue or any event or situation that a governmental authority has labelled a pandemic or epidemic), the Subtenant is, in good faith and without default or neglect on its part, prevented or delayed in the Commencement of Construction or the prosecution of construction or in the Substantial Completion or completion of the Buildings or repair of the Buildings or any part or parts of them which under the terms of this Sublease the Subtenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Subtenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Sublease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Subtenant. If the City and the Subtenant cannot agree as to whether or not there is a prevention or delay within the meaning of this Article, or they cannot agree as to the length of such prevention or delay, then such matter will be determined by reference to arbitration. For the purposes of this Article 10 the inability of the Subtenant to meet its financial obligations under this Sublease or otherwise will not be a circumstance beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable effort or foresight by the Subtenant.

The Subtenant will act diligently and take all reasonable steps to remove the cause or causes of delay in the Commencement of Construction or completion of the Buildings.

#### 11. BUILDERS' LIENS

## 11.1 Subtenant to Remove Liens

The Subtenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Premises or the Buildings, which may be registered against or otherwise affect the Premises or the Buildings, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the City in the Lands), or vacated within 30 days after the City sends to the Subtenant written notice by registered mail of any claim for any such lien. Provided however that in the event of a bona fide dispute by the Subtenant of the validity or correctness of any claim for any such lien the Subtenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Subtenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the City, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Premises or the Buildings, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the City's interest in the Premises and the Buildings and in a form reasonably satisfactory to the City and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Subtenant will register all such documents as may be necessary to cancel such lien from the Premises and the Buildings, including the City's interest in them.

#### 11.2 City Not Responsible for Liens

It is agreed that the City will not be responsible for claims of builders' liens filed by persons claiming through the Subtenant or persons for whom the Subtenant is in law responsible. The Subtenant acknowledges and agrees that the improvements to be made to the Premises are made at the Subtenant's request solely for the benefit of the Subtenant and those for whom the Subtenant is in law responsible.

#### 12. INSPECTION

## 12.1 Inspection by City

The City and the Subtenant agree that it will be lawful for a representative of the City at all reasonable times during the Term to enter the Premises and the Buildings, or any of them and to examine their condition. The City will give to the Subtenant notice of any repairs or restorations required in accordance with Section 7.2 and the Subtenant will, within 30 days after every such notice or such longer period as provided in Section 18.2, well and sufficiently repair, restore, and make good accordingly.

#### 12.2 Inspection by Subtenant

Prior to the Commencement Date the Subtenant and its agents and employees shall have a licence, exercisable on 15 days' prior written notice to the City, to enter upon the Premises from time to time, at the Subtenant's sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Premises. The Subtenant agrees to:

- (a) release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Subtenant of its rights under this Section; and
- (b) leave the Premises in the same condition as that in which the Subtenant found the Premises, including by removing any equipment, refuse or other matter brought onto the Premises by the Subtenant or its agents or contractors.

### 13. OBSERVANCE OF REGULATIONS & ENCUMBRANCES

The Subtenant covenants with the City that, notwithstanding any other provision of this Sublease to the contrary, throughout the Term the Subtenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, all aeronautics and aviation-related regulations, including the *Aeronautics Act* and the Canadian Aviation Regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction and erection of the Buildings, to the equipment and maintenance of the Buildings, to the operation, occupation, and use of the Buildings or the Premises to the extent that the Subtenant operates, occupies, and uses the Buildings or the Premises, whether by subletting them or any part of them or otherwise, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Premises, or any part of them. For certainty, the Subtenant shall fully observe and comply with all municipal bylaws and the British Columbia Building Code notwithstanding any rule of law restricting the applicability of such bylaws and the Building Code to airports, aviation and aeronautics-related activities.

The Subtenant shall observe and comply with all charges and encumbrances registered on title to the Lands, as they apply to the Premises.

In addition to the above, the Subtenant shall observe and comply with all policies and directives of the City with respect to operations at the Kelowna International Airport and the surrounding area.

#### 14. INDEMNITY

# 14.1 Breach, Violation, or Non-performance of Covenants by Subtenant

The Subtenant will indemnify, defend and save harmless the City, the Head Landlord, and their elected and appointed officials, officers, employees, agents, representatives, contractors, successors, and assigns (the "City and the Head Landlord Indemnitees") from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term and any extension or renewal thereof out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Sublease to be fulfilled, kept, observed, and performed by the Subtenant.

## 14.2 Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 6, the Subtenant will indemnify, defend and save harmless the City, the Head Landlord and the City and the Head Landlord Indemnitees from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Premises or the Buildings; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Premises or the Buildings,

however, no provision of this Sublease will require the Subtenant to indemnify the City, the Head Landlord or City and the Head Landlord Indemnitees against any actions, causes of actions, suits, claims, or demands for damages arising out of the wilful or negligent acts or omissions of the City, the Head Landlord or City and the Head Landlord Indemnitees, unless the act or omission involves a peril against which the Subtenant is obligated to place insurance, in which case the release and indemnity specified in Section 6.2 absolves the City of all liability with respect to the act or omission.

### 14.3 Indemnification Survives Termination of Sublease

The obligation of the Subtenant to indemnify the City under any provision of this Sublease with respect to liability by reason of any matter arising prior to the end of the Term, including without limitation under the provisions of Sections 3.1, 3.3, 3.4, 6.2, 14.1, 14.2, and 25.1(g) will survive any termination of this Sublease, anything in this Sublease to the contrary notwithstanding.

## 15. NO ASSIGNMENT, SUBSUBLEASE AND MORTGAGE

## 15.1 Subletting and Assigning

The Subtenant may not assign this Sublease or the benefit of this Sublease, or sublet the Premises or any part of the Premises, without the prior written consent of the City, nor may the Subtenant charge, or encumber, or purport to charge, or encumber the Subtenant's interest in the Premises or this Sublease without the prior written consent of the City. The City may withhold such consents at its sole discretion and without reason. Notwithstanding the foregoing, the Subtenant may, without the consent of the City, assign this Sublease to an Affiliate, provided that the Subtenant provides the City with notice of such assignment within 14 days of the assignment.

Every permitted assignment, sub-sublease or sharing of possession of the Premises or any part of the Premises shall meet the requirements of Section 4.02.01 of the Head Lease.

## 15.2 Mortgaging by Subtenant

The Subtenant will not mortgage its subleasehold interest under this Sublease and its interest in the leasehold improvements, Premises and the Buildings without the consent of the City, including mortgage (whether by assignment or sublease) for the purpose of financing and refinancing the cost of constructing the Buildings. The City, acting reasonably, will grant any request by the Subtenant for an assignment of its interest in the Sublease (or a portion thereof) required to facilitate a financing of the construction of the Buildings, or the Subtenant's Basic Rent.

# 15.3 Subtenant to Comply with All of its Obligations in Respect of Assignments, Subsubleases, Subtenancies and Mortgages

The Subtenant will observe and perform all of its obligations incurred in respect of assignments, subsubleases, agreements for sublease, and Mortgages of its subleasehold interest in the Buildings, and will not allow any such obligations to be in default; and if any such default occurs, the City may, but will not be obliged to, rectify such default for the account of the Subtenant, and any amount paid by the City in so doing, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand plus an administration fee of 15% together with interest at the rate specified in Section 2.6.

### 15.4 Assignment by City

In the event that the City transfers or assigns the Lands or this Sublease, or any portions thereof, the City shall (i) provide the Subtenant with notice of the intended assignment at least seven (7) days prior to the assignment; and (ii) not enter into any such assignment agreement unless the City causes this Sublease, and all right and obligations thereunder, to be assigned to the assignee.

#### 16. MORTGAGE

# 16.1 Rights of Mortgagee

The Mortgagee under any Mortgage referred to in Section 15.2 may enforce such Mortgage and acquire title to the subleasehold estate in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Premises, and upon foreclosure of such mortgage may sell or assign the subleasehold estate; and the purchaser or assignee of the subleasehold estate will be liable to perform the obligations imposed upon the Subtenant by this Sublease only so long as such purchaser or assignee has ownership or possession of such subleasehold estate.

## 16.2 Notice to and Remedies of Mortgagee

- (a) No re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Sublease by the City or by a receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will be valid against the Mortgagee who has executed and delivered to the City a tripartite agreement in the form attached hereto as Schedule C unless the City first has given to the Mortgagee notice of the default entitling the City to re-enter, terminate, or forfeit this Sublease, specifying the nature of that default and stating the City's intention to take such proceedings and requiring the Mortgagee:
  - (i) to cure the default specified in the notice within a period of 30 days from the date of receipt of that notice by the Mortgagee; or
  - (ii) if the default is other than the failure to pay Rent or any other sums required to be paid to the City by any provisions of this Sublease and if the default cannot reasonably be cured within such 30 day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default, and the City hereby grants the Mortgagee access to the Premises and the Buildings for that purpose.
- (b) If the default is cured within the period specified, the Mortgagee will be entitled to become subtenant of the Premises and Buildings for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as subtenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in Section 16.2(a), then the City agrees to permit the curing of the default or contingency specified in such notice

and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of Section 16.2(c) will apply.

(c)

- (i) If the Mortgagee commences foreclosure proceedings against the Subtenant, whether or not the Subtenant is in default of the performance of its covenants and agreements with the City under this Sublease at the time such foreclosure proceedings are commenced, the City will not reenter, terminate, or forfeit this Sublease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the City to re-enter, terminate, or forfeit this Sublease if the Mortgagee:
  - A. first gives notice to the City of the foreclosure proceedings;
  - B. is actively prosecuting the foreclosure proceedings without undue delay;
  - C. cures the default or contingency within a period of 60 days from the date of receipt of notice from the City specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Sublease and if such default or contingency cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
  - D. performs and observes all of the Subtenant's covenants and agreements under this Sublease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.
- (ii) If the Mortgagee acquires title to the Subtenant's interest in the Premises and the Buildings pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Subtenant under this Sublease, provided it attorns to the City as subtenant and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by this Section 16.2(c) to a foreclosing

Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority.

- (d) If this Sublease becomes subject to termination or forfeiture pursuant to Article 17 by reason of the bankruptcy or insolvency of the Subtenant and the Mortgagee has filed with the City notice of Mortgage in favour of the Mortgagee and specified an address for notice under Article 24, the City will give to the Mortgagee notice of the bankruptcy or insolvency of the Subtenant entitling the City to terminate or forfeit this Sublease, and stating the City's intention to take such proceedings, and requiring the Mortgagee to cure any other default of the Subtenant; and the Subtenant's other default will be deemed to have been sufficiently cured if the Mortgagee:
  - (i) commences foreclosure proceedings against the Subtenant as more particularly set out in Section 16.2(c);
  - (ii) takes possession and control of the Premises and the Buildings, or causes a receiver to be appointed, under the terms of the Mortgage or by a court of competent jurisdiction, who takes possession and control of the Premises and the Buildings, and the City hereby grants the Mortgagee or such receiver access to the Premises and the Buildings for that purpose;
  - (iii) cures every default within a period of 60 days from the date of receipt by the Mortgagee of the notice from the City of the bankruptcy or insolvency of the Subtenant, or if such default or defaults are other than the failure to pay Rent or any other sums required to be paid to the City by any provision of this Sublease and if such default or defaults cannot reasonably be cured within such 60 day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or defaults; and
  - (iv) attorns as subtenant to the City and undertakes to be bound by and to perform the covenants and agreements of this Sublease for so long as it remains subtenant and has not assigned the balance of the Term.

If there is more than one Mortgagee, the right to take possession and control to cure any default and to assume the Sublease will be granted to the Mortgagee who wants to do so and whose mortgage ranks higher in priority.

(e) Any re-entry, termination, or forfeiture of this Sublease made in accordance with the provisions of this Sublease as against the Subtenant will be valid and effectual against the Subtenant even though made subject to the rights of any Mortgagee

to cure any default of the Subtenant and to continue as subtenant under this Sublease.

(f) No entry upon the Premises or into the Buildings by the Mortgagee pursuant to this Section 16.2 for the purpose of curing any default or defaults of the Subtenant will release or impair the continuing obligations of the Subtenant.

# 16.3 Mortgage Subject to City's Rights Under Sublease

Subject to the provisions of Section 16.2, every Mortgage will be made expressly subject to the rights of the City under this Sublease.

### 16.4 Protection of Mortgagee (Tripartite Agreements)

The City and the Subtenant agree that the obligations of the City under Section 16.2 are subject to the Mortgagee entering into an agreement in the form attached to this Sublease as Schedule C, whereby the Mortgagee covenants and agrees that if it acquires title to the Subtenant's interest in this Sublease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Subtenant to be performed and observed, if not performed or observed by the Subtenant, whether or not the City has taken any steps to enforce performance or observance of any of the covenants and agreements in this Sublease to be performed or observed by the Subtenant.

#### 17. BANKRUPTCY OF SUBTENANT

### 17.1 Events of Bankruptcy or Receivership

The parties agree, subject to the provisions of Sections 16.2 and 16.4, that:

- (a) if the Subtenant makes a general assignment for the benefit of creditors; or
- (b) if the Subtenant institutes proceedings to be adjudicated bankrupt or insolvent or consents to the institution of bankruptcy or insolvency proceedings against the Subtenant or files an application or petition or answer or consent seeking reorganization or readjustment of the indebtedness of the Subtenant under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 or the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver or receiver-manager; or
- (c) if a receiver, interim receiver, receiver-manager, trustee, liquidator, or custodian of all or substantially all of the property of the Subtenant or of the Subtenant's

subleasehold interest in the Premises and interest in the Buildings is appointed or applied for by the Subtenant or appointed pursuant to an instrument or by order of a court; or

- (d) if a judgment, decree, or order is entered by a court of competent jurisdiction adjudging the Subtenant a bankrupt or insolvent or subject to the provisions of the Bankruptcy and Insolvency Act or determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, or any similar relief under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act as may be amended or replaced from time to time, or any law of Canada or any province of Canada relating to bankruptcy or insolvency have been properly instituted otherwise than by the Subtenant, provided that such judgment, decree or order is not in good faith contested by the Subtenant; or
- (e) if any application or petition or certificate or order is made or granted for the winding-up or dissolution of the Subtenant, voluntary or otherwise,

then in any such case the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee will have the right to disclaim this Sublease or to hold and retain the Premises and the Buildings for a period not exceeding six months from the effective date of any such appointment, bankruptcy order, assignment, judgment, decree, order, or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the Term, whichever first happens, on the same terms and conditions as the Subtenant might have held the Premises and the Buildings had no such appointment, bankruptcy order, assignment, judgment, decree, or order been made or dissolution or winding-up commenced.

If the receiver, interim receiver, receiver-manager, liquidator, or custodian holds and retains the Premises and the Buildings as aforesaid, it will during the specified period either:

- (f) surrender possession at any time and the Term will thereupon terminate; or
- (g) with the consent of the City, which the City may withhold in its sole discretion, sell, transfer, or otherwise dispose of all of the interest of the Subtenant in this Sublease and the Premises and the Buildings for the remainder of the Term or any part thereof and all of the rights of the Subtenant under this Sublease, notwithstanding anything to the contrary in Article 15 contained; or
- (h) continue as subtenant for the balance of the Term remaining provided that the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee attorns as subtenant to the City and undertakes to be bound by and to perform

the covenants and agreements of this Sublease on the part of the Subtenant to be performed and observed.

## 17.2 Certain Rights of the Parties

The City and the Subtenant agree that:

- should the receiver, interim receiver, receiver-manager, liquidator, custodian, or (a) trustee at any time before or after taking possession disclaim this Sublease or surrender possession to the City, its liability and the liability of the estate of the Subtenant and of the Subtenant for payment of Rent is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Premises and the Buildings for the purposes of the trust estate. If the receiver, receiver-manager, liquidator, custodian, or trustee disclaims this Sublease or surrenders possession, the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Premises and the Buildings without being liable for any prosecution or damages therefor, and may repossess and enjoy the Premises and the Buildings and all fixtures and improvements in and on them, except fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants and that are not part of the Buildings or the Premises; and such receiver, receiver-manager, liquidator, custodian, or trustee will execute a surrender or assignment to the City in registrable form;
- (b) entry into possession of the Premises and the Buildings by the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee and occupation of them by it while required for the purposes of the performance of its duties in its office will not be deemed to be evidence of an intention on its part to retain the Premises and the Buildings, nor affect its right to disclaim or to surrender possession pursuant to the provisions of Section 17.1; and
- (c) if after occupation of the Premises and the Buildings, the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee elects to retain them, and thereafter sells, transfers, or otherwise disposes of the Sublease, the Premises, and the Buildings and all interests and rights of the Subtenant in them and under this Sublease to a person approved by the court as provided by Section 17.1, its liability and the liability of the Subtenant and the Subtenant's estate for the payment of the Rent, if any, is limited to the period of time during which the receiver, interim receiver, receiver-manager, liquidator, custodian, or trustee remains in possession of the Premises and the Buildings.

### 17.3 No Abatement of Rent

The receiver, receiver-manager, liquidator, custodian, or trustee will pay to the City for the period during which the receiver, receiver-manager, liquidator, custodian, or trustee has taken possession of or is managing the Premises and the Buildings pursuant to Section 17.1 the Rent calculated on the basis of this Sublease and payable in accordance with the terms of this Sublease.

#### 18. DEFAULT BY SUBTENANT

## 18.1 Re-entry on Certain Defaults by Subtenant

The City and the Subtenant agree that if:

- (a) the Subtenant defaults in payment of Basic Rent and such default continues for a period of 30 days after written notice of such default has been given by the City to the Subtenant; or
- (b) the Subtenant defaults in ensuring Commencement of Construction or Substantial Completion of the Buildings by the dates specified in Section 4.3 (subject to adjustment under section 10) and such default continues for a period of 15 days after written notice of intention to terminate this Sublease by reason of such default has been given by the City to the Subtenant,

the City or the City's agents or employees authorized by the City may immediately or at any time thereafter re-enter the Premises and the Buildings without being liable to any prosecution or damages therefor and may repossess and enjoy the Premises, the Buildings and all fixtures and improvements on the Premises except fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises, as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty (provided however that where the Subtenant has defaulted in the Commencement of Construction or the Substantial Completion of the Buildings as specified in Section 18.1(b) then a portion of the Basic Rent will be refunded to the Subtenant as provided in Section 4.4) and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

## 18.2 Forfeiture on Certain Other Defaults by Subtenant

The City and the Subtenant agree that if the Subtenant defaults in performing or observing any of its covenants or obligations under this Sublease (other than those referred to in Section 18.1) and the City has given to the Subtenant notice of such default and at the expiration of 30 days after the giving of such notice the default continues to exist or, in the case of a default that cannot with due diligence be cured within the period of 30 days, the Subtenant fails to proceed promptly after the giving of such notice to cure such default then the City or the City's agents or

employees shall be authorized to re-enter the Premises and the Buildings without being liable to any prosecution or damages therefor, and repossess and enjoy the Premises and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises), as liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

#### 18.3 Co-Termination with Parkade Sublease

The City and the Subtenant agree that the City may terminate this Agreement at any time the City and the Subtenant, or an Affiliate of the Subtenant, are not parties to a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade to serve the Kelowna International Airport. The City shall not be liable to any prosecution or damages therefor, and may repossess and enjoy the Premises and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises), as liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the City, all of which Rent may be retained by the City as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Subtenant up to the date of such re-entry and repossession.

This section shall be of no force and effect if by the date set out in section 28.2 of this Sublease:

- (a) the parties have not entered into a sublease for the construction of a parkade on lands adjacent to the Premises; and
- (b) the City waives the condition precedent set out in Section 28.2(a) by providing notice to the Subtenant.

### 18.4 Remedies of City Are Cumulative

The remedies of the City specified in this Sublease are cumulative and are in addition to any remedies of the City at law or equity. No remedy will be deemed to be exclusive, and the City may from time to time have recourse to one or more or all of the available remedies specified in this Sublease or at law or equity. In addition to any other remedies provided in this Sublease, the City will be entitled to restrain by injunction any violation or attempted or threatened violation by the Subtenant of any of the covenants or agreements under this Sublease.

## 18.5 Waiver by City

The failure of the City to insist upon the strict performance of any covenant or agreement of this Sublease will not waive such covenant or agreement, and the waiver by the City of any breach of any covenant or agreement of this Sublease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the City of rent or other moneys due under this Sublease with knowledge of any breach of any covenant or agreement by the Subtenant will not waive such breach. No waiver by the City will be effective unless made in writing.

### 19. COVENANTS OF CITY

### 19.1 Covenant Respecting Charges and Encumbrances

The City covenants with the Subtenant that the City has a good and marketable leasehold interest in the Lands and that the City has not at any time prior to the reference date of this Sublease made, done, committed, executed, or wilfully or knowingly permitted any act, deed, matter, or thing whatsoever whereby the City's leasehold interest in the Lands or any part of the Lands are charged or encumbered in title or estate.

## 19.2 Covenant Respecting Authority to Sublease

The City covenants with the Subtenant that it now has in itself good right, full power, and authority to sublease the Premises to the Subtenant in the manner and according to the true intent of this Sublease.

#### 20. CONDUCT ON LANDS AND BUILDINGS

Taking into account that during construction of the Buildings the Premises will be operated as a normal construction site, the Subtenant covenants and agrees with the City that it will not carry on or do, or allow to be carried on or done upon the Premises or in the Buildings any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

## 21. SURRENDER OF SUBLEASE

At the expiration or sooner determination of the Term, the Subtenant will surrender the Premises and the Buildings to the City in the condition in which they were required to be kept by the Subtenant under the provisions of this Sublease, except as otherwise expressly provided in this Sublease. Subject to Section 29.2, the Subtenant will not be entitled to any compensation from the City for surrendering and yielding up the Premises and the Buildings as provided.

#### 22. QUIET ENJOYMENT AND OWNERSHIP OF SUBTENANT'S FIXTURES

# 22.1 Covenant for Quiet Enjoyment

If the Subtenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Subtenant's part contained, the Subtenant will and may peaceably enjoy and possess the Premises for the Term, without interruption or disturbance whatsoever from the City or any other person, firm, or corporation lawfully claiming from or under the City, except for the City's express rights under this Sublease to enter upon and use the Premises, or to permit others to do so.

## 22.2 Ownership of Subtenant's Fixtures

The Subtenant may confer upon sub-subtenants or occupants of the Buildings the right of property in, or the right to remove fixtures or improvements that are of the nature of usual subtenant's fixtures and normally removable by subtenants, and that are not part of the Buildings or the Premises. The Subtenant will make good, or will cause such subtenants to make good, any damage to the Buildings caused by any removal of the subtenant's fixtures and personal property. If any such subtenant's fixtures and personal property are not removed upon the termination of this Sublease, the Subtenant agrees to remove them at its cost, if requested to do so by the City, within 30 days of the termination of this Sublease. If the City does not request that the Subtenant remove any such subtenant's fixtures and personal property, then upon the termination of this Sublease they will become the absolute property of the City free of all encumbrances.

#### 22.3 City's Right to Further Encumber

The City hereby reserves the right to further charge the Premises, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Subtenant agrees to observe and comply with the terms of any such easement, right of way, or restrictive covenant. The City shall indemnify and hold harmless the Subtenant for any injury, costs, losses, or damages that the Subtenant may suffer or incur as a result of such further charge or easement.

## 22.4 Ownership of the Buildings

The City and the Subtenant agree that the title to and ownership of the Buildings and all alterations, additions, changes, substitutions, or improvements to them will at all times during the Term be vested in the Subtenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Buildings in the City as owner of the leasehold interest under the Head Lease. The title to and ownership of the Buildings will not pass to or become vested in the City until the expiration of the Term either by forfeiture, default, or lapse

of time under the terms of this Sublease, in which event the Buildings will become the absolute property of the City free of all encumbrances.

# 22.5 Expropriation

If the Premises or any portion thereof are expropriated by an expropriating authority other than the City of Kelowna or condemned at any time during the Term, the City shall have no liability to the Subtenant for the City's inability to fulfill any of its covenants herein from the date possession is taken by or on behalf of such expropriating authority. In each such event the City and the Subtenant may seek compensation separately from the expropriating authority. The City and the Subtenant shall cooperate in seeking such compensation, and if a joint award of compensation is made against the expropriating authority, the compensation shall be divided as agreed between the City and the Subtenant and, failing agreement, within 60 days of the award, as determined by arbitration.

## 23. OVERHOLDING

The Subtenant covenants and agrees with the City that if the Subtenant holds over and the City accepts Rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month, at a rent that is the Fair Market Rent of the Premises as agreed between the City and the Subtenant, or, failing such agreement, as determined by arbitration, and not a tenancy from year to year and will be subject to the covenants and conditions in this Sublease so far as they are applicable to a tenancy from month to month.

### 24. NOTICE

All notices, demands, and requests that may be or are required to be given pursuant to this Sublease will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered addressed to the parties at the addresses set out on the title page of this Sublease, or such other addresses as the parties may from time to time advise by notice in writing, or emailed to the following respective email addresses: to the City – ylwadmin@kelowna.ca, to the Subtenant <u>– Attention:</u> R. Thomas Gaglardi, CEO at tgaglardi@northland.ca; with a copy to Scott Thomson, VP Real Estate at scott.thomson@northland.ca; and a further copy to Stephen Jackson, corporate counsel at sjackson@northland.ca. The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered. If notice is emailed, the date of receipt shall be the same business day if sent prior to 4:00 PM Pacific Standard Time and if emailed at any other time the date of receipt shall be the next business day. If notice is provided by email, the sender shall also send such notice by registered mail to

the recipient at the addresses noted on the first page of this Sublease, with attention to corporate counsel if such notice is sent to the Subtenant and attention to the City Clerk if such notice is sent to the City.

### 25. ENVIRONMENTAL

#### 25.1 Environmental Provisions

The Subtenant covenants and agrees with the City to:

- (a) develop and use the Premises and Buildings only in compliance with all Environmental Laws;
- (b) permit the City to investigate the Premises and Buildings, any goods on the Premises or Buildings, and the Subtenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Sublease;
- (c) at the reasonable request of the City, obtain from time to time at the Subtenant's cost a report from an independent consultant designated or approved by the City verifying compliance with Environmental Laws and this Sublease or the extent of any non-compliance;
- (d) not store, manufacture, dispose, treat, generate, use, transport, remediate, or Release Environmental Contaminants on or from the Premises or Buildings without notifying the City in writing and receiving prior written consent from the City, which consent may be withheld in the sole discretion of the City;
- (e) promptly remove any Environmental Contaminants from the Premises or Buildings in a manner that conforms to Environmental Laws governing their removal;
- (f) notify the City in writing of:
  - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Subtenant, the Premises, or the Buildings pursuant to any Environmental Laws;
  - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Subtenant, the Premises, or the Buildings relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and

- (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Premises or Buildings or any real property adjoining or in the vicinity of the Premises that could subject the Subtenant, the Premises, or the Buildings to any fines, penalties, orders, or proceedings under any Environmental Laws; and
- indemnify, defend, and save harmless the City and its elected and appointed (g) officials, officers, employees, agents, representatives, contractors, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, diminution in value), orders, fines, penalties, costs, and expenses whatsoever (including without limitation any and all environmental or statutory liability for remediation, all legal fees and expenses on a full indemnity basis, all consultants' fees and expenses, and all costs of removal, treatment, storage, and disposal of Environmental Contaminants and remediation of the Premises, Buildings, and any adjacent property) that may be paid by, incurred by, or asserted against the City or its elected and appointed officials, officers, employees, agents, representatives, successors, or assigns, during or after the Term (or any extension or renewal of the Term), arising from or in connection with any breach of or non-compliance with the provisions of this Article 25 by the Subtenant or arising from or in connection with:
  - (i) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any government authority, against any one or more of them pursuant to or under Environmental Laws; or
  - (ii) the presence of any Environmental Contaminants in, on, at, or under the Premises or Buildings, or any Release or alleged Release of any Environmental Contaminants at or from the Premises or Buildings,

related to or as a result of the use and occupation of the Premises by the Subtenant or those for whom it is in law responsible or any act or omission of the Subtenant or any person for whom it is in law responsible, including, without limitation, its employees, agents, contractors, subcontractors, subsubtenants, permittees, and licensees, but not including any prior owners or occupiers of the Premises or Lands.

The Subtenant acknowledges and agrees that the City conducted a Stage 1 Preliminary Site Investigation of the Premises, a copy of the results of which are attached to this Sublease as Schedule D (the "Baseline Report"). No earlier than 90 days, and no later than 30 days, prior to the expiry of the Term the Subtenant shall conduct a Stage 1 Preliminary Site Investigation, or an environmental assessment of similar investigative

rigour to the satisfaction of the City, of the Premises and shall share the Subtenant's report with the City. If the Subtenant's report reveals the presence of Contaminants which were not identified in the Baseline Report, the Subtenant shall be responsible for conducting such further investigations and promptly removing the Subtenant's Contaminants from the Premises and Buildings, in a manner that conforms to Environmental Laws governing their removal, at the Subtenant's cost.

# 25.2 City May Make Inquiries

The Subtenant hereby authorizes the City to make inquiries from time to time of any government authority with respect to the compliance by the Subtenant with Environmental Laws, and the Subtenant agrees that the Subtenant will from time to time provide to the City such written authorization as the City may reasonably require in order to facilitate the obtaining of such information.

#### 26. SUBTENANT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

#### 26.1 Subtenant Representations and Warranties

The Subtenant represents and warrants to the City that:

- (a) the Subtenant has the capacity and power to enter into the Sublease; and
- (b) the Subtenant has completed all necessary resolutions and other preconditions to the validity of this Sublease.

### 26.2 Subtenant Acknowledgments and Agreements

The Subtenant acknowledges that:

- (a) this Sublease is subject to the Head Lease and all of its terms, restrictions, and limitations, and the Subtenant has no greater interest in the Premises than the City under the Head Lease and, to the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease. The Head Lease shall be made available to the Subtenant upon request.
- (b) the Head Lease expires in 2054. The Subtenant acknowledges that there is no guarantee that the Head Lease will be renewed or renewed on the same terms.
  - (i) In the event that the Kelowna International Airport ceases operations the Subtenant agrees that except as expressly set out in this Sublease it shall have no claim against the City and the Subtenant hereby releases the City, Head Landlord

and their elected officials, employees and agents from any and all claims, losses, damages, costs, expenses, and liabilities of any nature which the Subtenant may suffer as a result of the Kelowna International Airport ceasing operation. For certainty, the Subtenant acknowledges and agrees that the Kelowna International Airport's ceasing operation shall have no effect on the validity of this Sublease.

(ii) In the event that term of the Head Lease is renewed but on terms and conditions that differ materially from those of the Head Lease as they read on the date this Sublease was fully executed and such amended terms materially affect the operations of the Subtenant under this Sublease, the parties shall work cooperatively and in good faith to negotiate an amendment to this Sublease, and failing agreement within 60 days either party may submit the matter to arbitration in accordance with Article 31.

#### 27. HEAD LEASE

#### 27.1 Head Lease Covenant

The Subtenant hereby covenants that it will perform and observe all the covenants on the part of the City to the Head Landlord under the provisions of the Head Lease other than the covenant to pay rent thereunder and other than the covenants relating to the Lands other than the Premises, and will indemnify the City against all actions, expenses, claims and demands brought by the Head Landlord in respect of such covenants except as aforesaid.

#### 27.2 Head Lease Termination

- (a) Upon termination of the Head Lease for any reason (including default by the City), this Sublease will immediately terminate without any compensation payable to the Subtenant. Notwithstanding this, the City shall remain liable to the Subtenant in the event that the Head Lease is terminated by the City (but not when termination is simply consented to by the City), or as a result of the gross negligence or willful misconduct of the City.
- (b) Notwithstanding Section 27.2(a), if:
  - i. the termination of the Head Lease is not in any manner disputed;
  - ii. the City has yielded up vacant possession of the Premises to the Head Landlord;
  - iii. immediately preceding the termination of the Head Lease, all airport subleases, including this Sublease, are in full force and effect and the sublessees, including

the Subtenant, at the termination of the Head Lease, are not in default or breach of their respective subleases;

iv. the Head Landlord is not legally prohibited by reason of defect in title, adverse possession, or otherwise from fulfilling the terms of any of the airport subleases, including this Sublease;

then this Sublease shall, at the Head Landlord's option, be deemed to have been assigned to the Head Landlord and the Subtenant shall attorn to the Head Landlord, thereby creating a new lessor/lessee relationship under the terms and conditions of this Sublease under which the Head Landlord is the landlord and the Subtenant is the tenant; provided, however, that the Head Landlord reserves the option to amend the new lease therein created from time to time in accordance with policy or policies in effect at that time.

The Subtenant acknowledges that unless and until the Head Landlord exercises its option under this section, this Sublease creates no privity of estate nor privity of contract between the Subtenant and the Head Landlord.

#### 28. CONDITIONS PRECEDENT

#### 28.1 Subtenant's Conditions Precedent

The Subtenant's rights and obligations under this Sublease, with the exception of the obligation to pay the Deposit and the rights under Section 12.2, are subject to satisfaction or waiver of the following conditions precedent:

- (a) on or before the date that is ninety (90) days following the City Condition Removal Date the Subtenant shall be satisfied, in its sole discretion, with the results of all searches, reviews and investigations which the Subtenant, in its sole discretion, deem advisable with respect to the Premises including, without limitation, the feasibility of the Subtenant subleasing and financing the sublease of the Premises and the construction of the Building, the state of title to the Premises (including as to the presence of any charges or encumbrances, whether registered or pending, that reasonably may adversely affect the Premise's use or value), the rezoning potential for the Premises, physical and engineering inspection of the Premises, compliance with all applicable laws and regulations, any agreements with third parties affecting the Premises or any improvements thereon, environmental audits, soil tests, any permitted encumbrances;
- (b) on or before the date that is fifteen (15) months after the City Condition Removal Date, the Subtenant's receipt of development and building permit approvals for the construction of the Buildings, such building permit(s) to be based on plans and

- specifications approved by the City under section 4.1 herein, with the Subtenant obligated to expend commercially reasonable efforts to pursue approvals; and
- (c) on or before the date that is one hundred (100) days following the date this Sublease is fully executed, the Subtenant shall be satisfied, acting reasonably, with parking arrangements agreed to between the parties that are substantially similar to those contemplated under subsection 30.7 of this Sublease. This condition shall be considered automatically waived in the event that the parties enter into a ground sublease for the construction of a parkade as contemplated in section 28.2(a) of this Sublease.

These conditions precedent are for the benefit of the Subtenant and may be waived by the Subtenant in its sole discretion. If these conditions precedent are not fulfilled or waived within the time provided, this Sublease is at an end, the City shall return the Deposit to the Subtenant, and each party shall have no further obligations to nor rights against the other in respect of this Sublease.

#### 28.2 City's Conditions Precedent

The City's rights and obligations under this Sublease are subject to satisfaction or waiver of the following conditions precedent:

- (a) on or before the date that is ninety (90) days following the date this Sublease is fully executed, the City and the Subtenant shall have entered into a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade to serve the Kelowna International Airport, with the parties agreeing that they shall use reasonable commercial efforts to negotiate and conclude the terms of such sublease; and
- (b) on or before the date that is ninety (90) days following the date this Sublease is fully executed, the City shall be satisfied, in its sole discretion, with the cost and design of providing utility services to the boundary of the Premises and to relocate utilities presently located on the Premises.

These conditions precedent are for the benefit of the City and may be waived by the City in its sole discretion. If these conditions precedent are not fulfilled or waived within the time provided, this Sublease is at an end, the City shall return the Deposit to the Subtenant and each party shall have no further obligations to nor rights against the other in respect of this Sublease.

#### 29. RENEWAL

#### 29.1 Renewal of Lease

The Term of this Sublease shall be automatically renewed and extended by the same period by which the term of the Head Lease is renewed and extended from time to time, provided, however, that:

- (a) the Term of this Sublease as renewed or extended shall expire one day prior to the term of the Head Lease as renewed or extended; and
- (b) the cumulative Term of the Sublease, including the initial Term and all renewals and extensions, shall under no circumstances exceed 99 years from the Commencement of Occupation Date, and if by operation of this Section 29.1 an extension of the Head Lease would result in the cumulative Term of this Sublease exceeding 99 years from the Commencement of Occupation Date, the extended Term of this Sublease shall expire at 11:59 PM on the 365<sup>th</sup> day of the 99<sup>th</sup> year following the Commencement of Occupation Date.

## 29.2 Buy Out of Hotel

Notwithstanding Sections 26.2 and 27.2, in the event that:

- (a) the term of the Head Lease is terminated or not renewed;
- (b) the airport assets on the Lands are transferred or leased to a person who is not the City, an airport operator or an airport authority;
- (c) the Subtenant no longer holds any right to occupy the Premises and the Buildings; and
- (d) the City receives compensation in respect of the Buildings and the Premises as a result of the events detailed in (a) and (b), above

then the City shall pay the Subtenant the then current market value, as determined by an appraisal ordered by the City from an appraiser satisfactory to the parties, for the Buildings and the Premises based on the remaining term of this Sublease based on a cumulative term of this Sublease being 99 years from the Commencement of Occupation Date.

The City will notify the Subtenant when it becomes aware of the possibility of any of the events set out in (a), (b) and (c) occurring and shall provide opportunities for the Subtenant to participate in matters relating to such events.

# 29.3 Right of First Refusal

In the event that the City becomes the owner in fee simple of the Premises and the City receives an offer to purchase the Premises that it is willing to accept from an offeror who is not an airport operator or airport authority, the Subtenant shall have the right to purchase the Premises. The purchase price shall be determined by an appraisal ordered by the City from an appraiser satisfactory to the parties and the Subtenant must enter into a binding agreement of purchase and sale with the City within 90 days of the purchase price being determined by the appraisal.

#### 30. ADDITIONAL TERMS

#### 30.1 Meeting Rooms

The City shall be entitled to use the meeting room facilities at the hotel in the Buildings to host City-related events. The City may hold up to six (6) such events per year, including either the first or second Saturday of each December. The City shall provide notice to the Subtenant of such events no less than 30 days prior to the event, unless the City wishes to schedule an event during the holiday season, in which case the City shall give the Subtenant not more than 12 months and not less than 9 months' notice.

#### 30.2 Free Stays

The Subtenant shall provide the City of Kelowna (including airport) 25 free stays per calendar year for business development and related business purposes. The City and Subtenant shall cooperate reasonably to cause such stays, as far as reasonably possible, to take advantage of times when the hotel has rooms that would be otherwise empty.

## 30.3 Climate Change Initiatives

The Subtenant shall make reasonable efforts to participate in the Kelowna International Airport's Carbon Accreditation Program and other greenhouse gas and climate change initiatives introduced by the Kelowna International Airport from time to time.

## 30.4 Demolition Fund

Upon the 80<sup>th</sup> anniversary of the Commencement of Occupation Date the Landlord and the Tenant shall, acting reasonably, estimate an amount necessary to demolish and remove the Buildings and restore the Premises to the state they were in prior to the commencement of this Sublease. The amount agreed upon shall be divided into nineteen (19) equal parts and the Subtenant shall pay, into a separate account held jointly in the name of the Subtenant and the Landlord (the "Demolition Fund"), one such equal part on each of the remaining 19 anniversaries of the Commencement of Occupation Date. Such payments shall constitute Additional Rent. Upon expiration or earlier termination of the sublease:

(a) the amount in the Demolition Fund shall be used to pay for the Tenant's obligations to Restore the Lands and the balance if any paid to the Tenant; or

(b) the City may, upon written notice to the Tenant, elect to retain the Building in which case the Tenant shall not be required to Restore the Lands and the Demolition Fund will be used towards restoration of the building and the city will retain title of the property.

# 30.5 Signage and Egress

The Subtenant shall be permitted, during the term of this Sublease, to erect reasonable pylon signage on the Lands near the intersection of Highway 97 and Airport Way to advertise the hotel to be constructed under this Sublease and the parkade to be constructed by the Subtenant. Such signage shall be approved by the City, acting reasonably, and shall comply with applicable City of Kelowna bylaws and any other jurisdictions having authority.

The City agrees to allow the Subtenant (including its customers, guests, clients, employees, contractors, consultants and agents) to have access and egress over the Lands so as to enter the Premises, without costs or charge, for all lawful and proper purposes, and agrees to allow all such persons use of the access roads for such purpose. Notwithstanding the foregoing, the Subtenant acknowledges and agrees that the City may charge fees for taxi and shuttle drop-off and pickup at the Premises and the Subtenant shall not enter into any agreements with third party shuttle providers for drop-off and pickup at the Premises (excluding shuttle operators operating shuttles travelling between the Hotel and Revelstoke Mountain Resort).

The City further agrees to allow the Subtenant to construct egress and access from the Premises to (a) the roadways to the Lands to permit vehicle egress and exit from the Premises and (b) to allow for pedestrian access across the roadways on the Lands to allow for the safe travel of pedestrians on pedestrian walkways and over crosswalks to and from the Airport terminal.

### 30.6 5G Telecommunications

The Subtenant shall not install or operate any "5G" telecommunications works and services on the Premises without the consent of the City, which consent may be withheld by the City in its sole discretion.

## 30.7 Parking

The Subtenant shall, in conformity with the designs attached to this Sublease as Schedule F and subject to space limitations due to utility corridors, easements and landscaping/setback requirements construct at least 105 surface parking stalls on the Premises.

In the event that, as contemplated in Section 28.2 of this Sublease, the parties enter into a ground sublease of lands adjacent to the Premises under which the Subtenant shall construct and operate a parkade (the "Parkade"):

- (a) a number of parking stalls in the Parkade property equal to 146 less the number of parking stalls constructed on the Premises shall be designated for exclusive use at no charge by the Subtenant's employees and patrons of the Hotel while staying at the Hotel;
- (b) in addition to what is provided for under subsection (i), above, subject to availability the parties shall make reasonable commercial efforts to accommodate the additional parking needs of patrons of the Hotel while staying at the Hotel on a non-exclusive basis at 70% of the daily rate set by bylaw of the City of Kelowna from time to time for parking stalls in the Parkade. This provision in subsection (ii) shall be limited to up to 44 parking stalls within the Parkade at any one time; and
- (c) patrons of the restaurant shall be entitled to two (2) hours of free parking in the Parkade on a non-exclusive basis.

#### 31. ARBITRATION

If the City and the Subtenant do not agree on any matter that is by any provision of this Sublease to be determined by arbitration, such disagreement will be referred to three arbitrators, one of whom will be chosen by the City, one by the Subtenant and the third by the two so chosen, and the third arbitrator so chosen will be the chair. The award may be made by the majority of the arbitrators appointed. If, within 15 days or such extended time as the parties may agree upon, a party who has been notified of a matter referred to arbitration fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party who initiated the arbitration may apply to the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. Each party will pay its own costs of attending the reference. The costs of the arbitrators and the award will be in the discretion of the arbitrators, who may direct to and by whom and in what manner those costs or any part of those costs be paid, and may tax or settle the amount of costs to be paid or any part of those costs, and may award costs to be paid on a full indemnity basis. Except as to matters otherwise provided in this Article, the rules of the Vancouver International Arbitration Centre as amended from time to time will apply. The arbitration shall take place in Kelowna, B.C.

#### 32. MISCELLANEOUS

#### 32.1 Time Is of the Essence

Time is of the essence of this Sublease.

### 32.2 No Modification

This Sublease may not be modified or amended except by an instrument in writing of equal formality as this Sublease executed by the City and the Subtenant or by the successors or assigns of the City and the successors or permitted assigns of the Subtenant.

## 32.3 City and Head Landlord Discretion

Unless stated otherwise, wherever in this Sublease the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City's consent is required, then the City is under a duty to exercise such discretion acting reasonably in all the circumstances.

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

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (b) The City must act reasonably in exercising the approval, consent, opinion or satisfaction;
- (c) However, if the approval, consent, opinion or satisfaction is stated to be in the sole discretion of the City, it shall be deemed to be the sole, absolute and unfettered discretion of the City without any obligation to act reasonably; and
- (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion. For clarity, this subsection (d) shall not affect the City's obligation under subsection (b) to act reasonably in exercising the approval, consent, opinion or satisfaction.

#### 32.4 No Effect on Laws or Powers

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

## 32.5 Successors and Assigns

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the City and the Subtenant and the successors and assigns of the City and the successors and permitted assigns of the Subtenant.

## 32.6 Law of British Columbia

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

## 32.7 House of Commons

No Member of the House of Commons of Canada shall be admitted to any share or part of the sublease granted herein, or to any benefit to arise therefrom.

#### 32.8 Counterparts

This Sublease may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

# 32.9 Electronic Transmission

The Sublease or a counterpart thereof may be executed by a party and transmitted by electronic transmission and if so executed and transmitted this Sublease will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed agreement.

## 32.10 Schedules

The following are the schedules to this Sublease and form an integral part of this Sublease:

Schedule A – Survey Plan of Premises

Schedule B – Insurance Requirements

Schedule C – Tripartite Agreement

Schedule D – Baseline Environmental Report

Schedule E – Design Requirements

Schedule F – General Hotel Plans and Specifications for Six and Eight Storey Options

Schedule G – Servicing Specifications

## 32.11 No Joint Venture

This Sublease is intended to create only the relationship of sublandlord and subtenant and nothing in this Sublease creates the relationship of principal and agent or of partnership, joint

venture, or business enterprise or gives the Subtenant any power or authority to bind the City in any way.

# 32.12 Entire Sublease

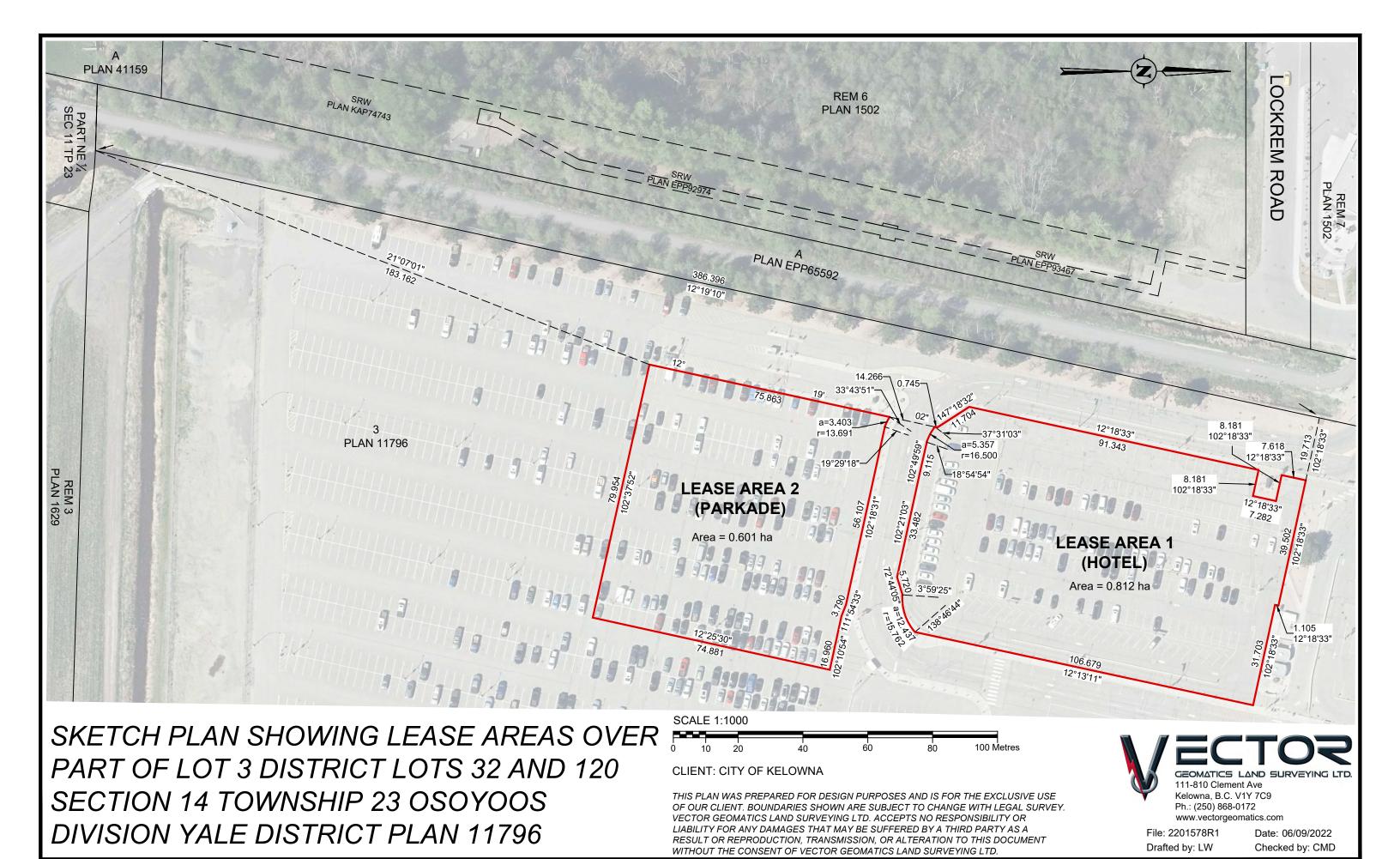
The provisions in this Sublease constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants, and agreements, whether verbal or written, between the parties with respect to the subject matter of the Sublease.

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

CITY O	F KELOWNA	
by its a	uthorized signatory(ies):	
,	<i>3</i> , , , ,	
Mayor:		
•		
Clerk:		
Date:		
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_	HLAND PROPERTIES CORPO	RATION
by its a	uthorized signatory(ies):	
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<b>5</b> .	September 21st, 2022	
Date:	Jepiennei Zisi, Zuzz	

# SCHEDULE A

# **SURVEY PLAN OF PREMISES**



#### **SCHEDULE B**

### **Insurance Requirements**

#### Subtenant to Provide

The Subtenant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless 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 the date this Sublease is fully executed or such longer period as may be specified by the City.

#### 2. Insurance

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

- 2.1 Worker's compensation insurance covering all employees of the Subtenant engaged in this Sublease, services and/or occupancy in accordance with statutory requirements of the province or territory having jurisdiction over such employees;
- 2.2 Comprehensive General Liability Insurance
  - (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
  - (ii) providing for all sums which the Subtenant 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, services and/or occupancy or any operations carried on in connection with the Subtenant's occupation of the Premises;
  - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Subtenant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
  - (iv) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any other work below ground level;

- (v) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Subtenant directly or indirectly in the performance of this agreement, services and/or occupancy in connection with the Subtenant's commercial operation. The Limit of Liability shall not be less than \$5,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- 2.4 Subtenant's All Risk property insurance, providing for Subtenant's legal liability, providing for an inclusive limit of not less than the value of the Premises and all subleasehold improvements.
- 3. The City Named as Additional Insured

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

## 4. Subtenant's Contractor and Agents

The Subtenant shall require each of its contractors and agents that make use of the Premises or provide services to the Subtenant at the Premises provide comparable insurance to that set forth under section 2.

## 5. Certificates of Insurance

The Subtenant agrees to submit Certificates of Insurance, in the form of Appendix B-1, attached hereto and made a part hereof, for itself and for all of its Subcontractors to the City on the date that this Sublease is fully executed. Such Certificates 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.

#### Other Insurance

After reviewing the Subtenant's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Sublease 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 Subtenant's expense.

#### 7. Additional Insurance

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

## 8. Insurance Companies

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

## 9. Failure to Provide

If the Subtenant 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 in the name and at the expense of the Subtenant, and any monies expended by the City shall be repayable by and recovered from the Subtenant. The Subtenant expressly authorizes the City to deduct from any monies owing the Subtenant, any monies owing by the Subtenant to the City.

## 10. Nonpayment of Losses

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



# SCHEDULE B-1

 $\underline{\hbox{City staff to complete prior to circulation}}$ 

	City Dep				
	Dept. (	Contact:			
	Projec	t/Contract/Event:			
		<u>CERTIFICAT</u>	ΓΕ OF INSUR <i>A</i>	NCE	
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ection 1					Bodily Injury and Property Damage
	Liability				Bodily Injury and Property Damage
Comprehensive General	Liability				
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Operations; Blanket Contractual; Contractor's Protect Personal Injury; Contingent Employe Broad Form Property Non-Owned Automo	i ive; er's Liability; y Damage; obile;				\$ <u>5,000,000</u> Inclusive \$ Aggregate
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#### **SCHEDULE C**

# TRIPARTITE AGREEMENT NON-DISTURBANCE AGREEMENT (SUBTENANT FINANCING)

THIS AGREEMENT dated for reference [month, day, year] is made

#### **BETWEEN:**

#### CITY OF KELOWNA

1435 Water Street, Kelowna BC V1Y 1J4 (Fax: [fax number]) (Email: [email address])

(the "City")

AND:

[name of lender] (incorporation/registration number [number]) of [address] (Fax: [fax number]) (Email: [email address])

(the "Lender")

AND:

## NORTHLAND PROPERTIES CORPORATION (Inc. No. CO839976)

Suite 300, 1755 West Broadway, Vancouver BC V6J4S5Suite 300, 1755 West Broadway, Vancouver BC V6J4S5

(Fax: [fax number]) (Email: [email address])

(the "Subtenant")

#### **BACKGROUND**

- A. By a sublease dated [month, day, year], the City subleased to the Subtenant those lands defined in the Sublease as the "Premises" (the "Premises") located in Kelowna, British Columbia.
- B. The Subtenant has granted certain security (together, the "Lender's Security") to the Lender including a mortgage of the Sublease (the "Mortgage of Sublease").

C. As a condition of advancing funds to the Subtenant, the Lender requires the City to confirm certain information to the Lender and to enter into this Agreement with the Lender.

#### **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

#### 1. CITY'S CONSENT

The City hereby consents to the granting and registration of the Mortgage of Sublease; however, this consent does not extend to the other contents of the Lender's Security; nor will it be, or be deemed to be, a consent to any further or other subsublease of the Premises or any part of the Premises or to any assignment of the Sublease or any further parting of possession of the Premises or any part of them; nor will it be, or be deemed to be, a waiver of the requirement for the consent of the City to any further or other assignment of the Sublease or subletting or parting with possession of the Premises in whole or in part.

#### 2. CITY'S REPRESENTATIONS AND WARRANTIES

The City represents and warrants to the Lender that:

- (a) a true copy of the Sublease is attached to this Agreement as Appendix B;
- (b) as of the date of this Agreement, the Sublease has not been modified or amended and constitutes the entire agreement between the City and the Subtenant in connection with the Premises, except as set out in Appendix A to this Agreement;
- (c) to the best of the City's knowledge, information, and belief, the Sublease is in good standing and the Subtenant is not presently in default under the Sublease; and
- (d) to the best of the City's knowledge, information, and belief, the Subtenant has not previously assigned or sublet its interest in the Premises or the Sublease.

## 3. CITY'S COVENANTS

## 3.1 General Covenants

The City covenants and agrees with the Lender that, notwithstanding anything to the contrary in the Sublease, the City will:

- (a) in connection with matters relating to the Sublease, provide to the Lender such information as may reasonably be required by the Lender from time to time in order to remedy any default by the Subtenant under the Sublease or to advise the Lender as to the status of the Sublease;
- (b) give the Lender a period of 30 days (or such longer period of time as is reasonably required by the Lender in the circumstances to remedy) after the Lender's receipt of notice from the City of a breach or default by the Subtenant under the Sublease to cure any such breach or default, provided that the Lender will have no liability to cure any default in the following circumstances:
  - (i) an execution, attachment, distress, or similar process is taken against any of the assets of the Subtenant;
  - (ii) a trustee, receiver, or receiver-manager (each a "Receiver") is appointed for any business or assets of the Subtenant;
  - (iii) the Subtenant makes an assignment for the benefit of creditors;
  - (iv) the Subtenant makes a bulk sale of all or a substantial portion of its assets;
  - (v) the Subtenant becomes bankrupt or insolvent or takes the benefit of any law now or hereafter in force for bankrupt or insolvent debtors;
  - (vi) the Subtenant is a corporation and an order is made for the winding up or termination of the corporate existence of the Subtenant; or
  - (vii) any other default by the Subtenant under the Sublease that cannot be remedied by the Lender

(each, a "Non-curable Default"). If such breach or default, other than a Non-curable Default, is remedied within the period referred to in this Section, the City will not terminate the Sublease and the City will have no other rights against the Lender with respect to such breach or default;

- (c) at the Lender's request, and with the consent of the Subtenant, permit the Lender to enter the Premises to cure any default;
- (d) not unreasonably withhold consent to the assignment of the Sublease or subletting or other parting with possession of the Premises requested by the Lender;

- (e) endeavour to periodically notify the Lender of any default of the Subtenant of which it is aware, but will have no liability to the Lender if it fails to do so; and
- (f) endeavour to notify and obtain the consent of the Lender to any surrender of the Sublease or material modifications of the Sublease, but will have no liability to the Lender if it fails to notify or to obtain such consent from the Lender.

## 3.2 Lender's Liability for Subtenant's Obligations

The City covenants and agrees with the Lender that, notwithstanding anything to the contrary contained in the Sublease, if the Lender takes enforcement proceedings under the Mortgage of Sublease and advises the City of its intention to cause the Sublease to be maintained, the Lender will only be liable for:

- (a) the payment of arrears of Rent that are outstanding and any other breach by the Subtenant of any of the Subtenant's obligations under the Sublease (except for a Non-curable Default) on which the City had given notice to the Lender of the City's intention to act before the commencement of enforcement proceedings by the Lender; and
- (b) the performance of the Subtenant's obligations under the Sublease during any period of actual possession of the Premises by the Lender or in the absence of actual possession, then from the time of commencement of enforcement proceedings by the Lender until any assignment or transfer of the Subtenant's interest under the Sublease or any surrender, cancellation, or other termination of the Sublease.

## 3.3 No Seizure for Default

The City covenants and agrees with the Lender that the City will not, for non-payment of Rent or any other default under the Sublease, seize any equipment, inventory, goods, or other moveable assets of the Subtenant mortgaged or charged in favour of the Lender under the Lender's Security without first giving 30 days' notice to the Lender regarding the City's intent to seize such equipment, inventory, goods, or other moveable assets, and allowing the Lender during the 30-day period to cure the default, should the Lender elect to do so by notice in writing delivered to the City within 10 days of receipt of the City's notice of default.

## 3.4 Exercise of Rights

If the City does not receive the Lender's notice as required under Section 3.3 in this Agreement, or if the City having received such notice the default is not remedied within the 30-day notice

period, the City will be entitled to exercise its rights and remedies under the Sublease as if this Agreement had not been executed and delivered.

## 3.5 No Requirement to Advance Funds

The City acknowledges that it is aware that the Lender will be relying on the representations, warranties, covenants, and agreements of the City contained in this Agreement in determining whether or not to advance funds to the Subtenant, except that nothing contained in this Agreement will impose or be deemed to impose any obligation or liability on the Lender to advance such funds.

## 4. LENDER'S COVENANTS

## 4.1 General Covenants

The Lender covenants and agrees with the City that:

- (a) it will not assign the Mortgage of Sublease or further sublet the Premises or any part of the Premises or part with possession of the Premises without the prior written consent of the City, which consent will not be unreasonably withheld or delayed;
- (b) it will indemnify and save the City harmless with respect to any claims arising in any way in respect of the Lender's entry and activities at the Premises; and
- (c) if the City does not receive the Lender's notice that it intends to remedy a default of the Subtenant, as provided in Section 3.1(b), or if the City having received such notice the default is not remedied within the period specified in that section, the City will be entitled to exercise its rights and remedies under the Sublease and at law as if this Agreement had not been entered into with the Lender.

## 4.2 Removal/Sale of Goods and Business

Notwithstanding this Agreement, the Lender will not be allowed to use the Premises to conduct a bankruptcy, receivership, or liquidation sale of the Subtenant's goods or business provided that this will not prevent the Lender from removing the property of the Subtenant from the Premises subject to the City's right of distress, or from selling the business of the Subtenant as a going concern subject to the City's consent to any assignment or subsublease of the Sublease or other parting with possession of the Premises, as provided in the Sublease.

## 4.3 City's Right to Repair and Receive the Insurance Proceeds

The Lender covenants and agrees that it shall comply with the obligations of the Mortgagee under section 6.4 of the Sublease to pay insurance monies to the City in the circumstances set out in that section.

## 5. SUBTENANT'S COVENANTS

## 5.1 Subtenant's Indemnity

The Subtenant hereby indemnifies and saves harmless the City for any and all additional costs, damages, title clearing, or other similar costs and expenses related to the City entering into this Agreement. This indemnity shall survive the expiry of the Term or any termination of the Sublease or this Agreement.

## 5.2 Subtenant's Consent

The Subtenant acknowledges and consents to the provisions of this Agreement.

#### 6. GENERAL

#### 6.1 Notice

Any notice under this Agreement must be given in writing and be sent by email or fax or delivered addressed to the party to which notice is to be given at the recipient party's address, email, or fax number set out on the first page of this Agreement (or to such other address, email, or fax number as a party may specify by notice given in accordance with this section) and such notice will be deemed to have been given at the time of transmission or delivery if such transmission or delivery occurs before 4:00 PM Pacific Standard Time on a business day, and to have been given on the next business day if transmitted or delivered at any other time.

## 6.2 Meaning of Terms

The parties covenant and agree that any reference in this Agreement to the "Sublease" will include any extensions or renewals of the Sublease pursuant to the terms of such extension or renewal. All capitalized terms will have the meaning assigned to them in this Agreement and, if not specifically defined in this Agreement, will have the meaning assigned to them in the Sublease.

## 6.3 Time of Essence

Time is of the essence of this Agreement.

## 6.4 Enurement

This Agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors, and permitted assigns.

## 6.5 Sale of Land

If the City sells the land on which the Premises are located, the City will be relieved from any liability under this Agreement from and after the closing of the sale if the purchaser agrees to assume the obligations of the City under this Agreement.

## 6.6 Rights of City Retained

Except as expressly provided for in this Agreement, neither this Agreement nor the Lender's Security will derogate from the rights and remedies of the City as provided for in the Sublease and at law.

## 6.7 Effective Date of Agreement

This Agreement, including without limitation the City's consent to the Mortgage of Sublease contained in the Lender's Security, will only be effective on its execution and delivery by all parties until the earlier of the date when:

- (a) the Mortgage of Sublease is discharged;
- (b) the Term of the Sublease expires without extension or renewal;
- (c) the Lender assigns its subleasehold interest (if any) in the Sublease in accordance with the terms of the Sublease, as modified by this Agreement;
- (d) the Sublease is terminated by the City in accordance with the terms of the Sublease, as modified by this Agreement; or
- (e) the Lender advises the City that its Mortgage of Sublease is no longer in effect,

provided that nothing in this section releases the Subtenant from any of its obligations under the Sublease.

## 6.8 Entire Agreement

This Agreement contains the entire agreement between the parties to it and will not be modified, waived, or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, waiver, or cancellation is sought.

#### 6.9 Further Assurances

Each of the parties to this Agreement will do all such further acts and things and execute and deliver all such further documents or instruments as may be reasonably required by any other party or as may be reasonably necessary to effect the purpose of and to carry out the provisions of this Agreement.

## 6.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. Further, the parties agree that this Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record will be valid, and effective to bind the party so signing, as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

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

## NORTHLAND PROPERTIES CORPORATION

Per:	
	Authorized Signatory
Per:	
	Authorized Signatory
CITY	OF KELOWNA
Per:	
	Authorized Signatory
Per:	
	Authorized Signatory

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Per:	
	Authorized Signatory
Per:	
	Authorized Signatory

## SCHEDULE D

# **BASELINE ENVIRONMENTAL REPORT**

# Phase I Environmental Site Assessment Portions of 5533 Airport Way, Kelowna BC





Prepared By: Ecoscape Environmental Consultants Ltd.

Prepared For: City of Kelowna

September 7, 2022

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared For:

City of Kelowna

c/o

Kelowna International Airport 5583 Airport Way Kelowna, BC

# Prepared By:

Ecoscape Environmental Consultants Ltd. #102 – 450 Neave Court Kelowna, B.C. V1V 2M2



EGBC Permit to Practice No.: 1002638

September 7, 2022 Version 1 File No. 22-4383

Version Control	Version Control and Revision History					
Version	Date	Prepared By	Reviewed By	Notes/Revisions		
Α	September 7, 2022	DW	GF	Draft for internal review		
1	September 7, 2022	DW	GF	Final Copy Issued to Client		

### **EXECUTIVE SUMMARY**

Ecoscape Environmental Consultants Ltd. (Ecoscape) was retained by City of Kelowna (the Client) to complete a Phase I Environmental Site Assessment (Phase I ESA) of two portions of the property located near the south-west corner of Portions of 5533 Airport Way (herein referred to as the Site) as shown on Figure 1. The Site is approximately 3.4 acres in area.

The Site is currently developed with a paved parking lot and is free of any permanent structures and/or buildings.

Ecoscape was advised by the Client that the purpose of the Phase I ESA was to assess potential issues of environmental concern in relation to the potential development of the Site.

Ecoscape understands that this Phase I ESA is not intended for submission to the BC Ministry of Environment and Climate Change Strategy (ENV). Regulatory reports require more technical data and assessment than what is typically required for financing and/or due diligence purposes and, therefore, requires additional information and effort to prepare. If submission to the ENV is necessary at a later date, additional assessment may be required.

Ecoscape has completed this Phase I ESA using current and historical records available for the Site. The Contaminated Sites Technical Guidance 10 document *Guidance for a Stage 1 Preliminary Site Investigation*, was referenced during completion of this assessment. This Phase I ESA report was also completed in general accordance with guidelines provided by the Canada Mortgage and Housing Corporation (CMHC) and in CSA Standard *Z768-01 Phase 1 Environmental Site Assessment*. A detailed records search and Site visit was completed to assess the potential for environmental risk including areas of potential environmental concern (APECs) and associated potential contaminants of concern (PCOCs) to be present at the Site.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other anecdotal information, Ecoscape provides the following conclusions and recommendations:

The Site has been used for car parking in its northern and southern portions since circa 1985 and 2001, respectively. Prior to their development as paved parking and access routes, the Site was vacant and undeveloped. The Site is zoned as CD12P- Airport. Historical land title records indicate the property titles were transferred among various individuals until 1959, at which time the City of Kelowna released the property back to Crown, presumably to further develop the airport

- An ENV Site Registry search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022. No entries are present for the Site and nearby surrounding area.
- Immediately adjacent properties are currently and historically have been paved parking lots and access routes, with the exception of the airport terminal building which has been extended southwards over time to approximately 50 m east of the Site. Industrial activities are unlikely to have occurred on the Site or nearby surrounding area in the past.
- No evidence of large-volume hazardous material releases was observed on the Site during the assessment.
- No buildings are present on-Site, therefore the presence of asbestoscontaining materials or lead-based paints on the Site is unlikely.
- No evidence of a domestic or irrigation water well was observed on the Site, however the BC ENV Water Resources Atlas suggests the existence of a historical supply well on the eastern edge of the proposed hotel portion of the Site. Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that additional domestic/irrigation wells associated with the Site may be present.
- This Phase I ESA identified no on-Site or off-Site APECs.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other available information, the likelihood of past and present use to have negatively impacted the environmental condition of the property is considered to be low. As a result, a Phase II ESA is not warranted at this time. If information becomes available that may materially change the findings presented in this report, Ecoscape should be contacted to reassess the conclusions provided herein.



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#### 1.0 INTRODUCTION

Ecoscape Environmental Consultants Ltd. (Ecoscape) has been retained by City of Kelowna (the Client) to complete a Phase I Environmental Site Assessment (Phase I ESA) of two portions of the property located at the southwest portion of Portions of 5533 Airport Way (the Site), as shown on Figure 1.

The Client intends to develop The Site and requires this Phase I ESA for due diligence purposes. This Phase I ESA, which includes the review of available information on historical and present land use, provides an assessment of potential environmental risk associated with the Site. This information helped evaluate the potential presence of contaminants, hazardous materials, waste and other substances that may result in impacts to the site soils, groundwater, and soil vapour that could exceed the BC *Contaminated Sites Regulations* (CSR) standards. Environmental sampling is not included within the scope of this Phase I ESA.

Ecoscape understands that this Phase I ESA is not intended for submission to the BC Ministry of Environment and Climate Change (ENV). Regulatory reports require more technical data and assessment than what is typically required for financing and/or due diligence purposes and, therefore require additional information and more effort to prepare. If submission to the ENV is necessary at a later date, additional assessment may be required. A detailed set of terms and conditions pertaining to this report are provided in Appendix A.

Written confirmation to complete the Phase I ESA was provided by Tonja Molina of Kelowna International Airport on 7/26/2022.

#### 2.0 METHODOLOGY

The Phase I ESA is an opinion on the likelihood of significant contamination on the Site from on- or off-site sources that may pose a risk to ecological and/or human health. The Phase I ESA conclusions are based on the review of available historical information, interviews and anecdotal information provided by on-site personnel familiar with the Site, and visual observations of accessible on-site areas and neighbouring properties at the time of site reconnaissance. Ecoscape reviewed the following historical and current records to complete the Phase I ESA:

- Historical land titles;
- Aerial photographs;
- The BC ENV Site Registry;
- Environmental Risk Information System (ERIS);
- Zoning information from City of Kelowna;
- City of Kelowna Interactive mapping;



- Municipal Directories;
- Historical Fire Insurance Plans;
- Interviews with knowledgeable personnel;
- Topography information (slopes, watercourses and soils); and
- Water supply information from the City of Kelowna and ENV Water Resources Atlas (WRA).

Depending on Site location and characteristics, not all the above-mentioned sources are always readily available.

A site reconnaissance was completed to document land use activities or conditions that may suggest the presence of contamination at the Site. As part of site reconnaissance, adjacent land use was also observed from the public boundary.

The report was completed in general accordance with guidelines provided by the *Environmental Management Act,* the Canada Mortgage and Housing Corporation (CMHC) and in Canadian Standard Association (CSA) Standard Z768-01 - Phase 1 Environmental Site Assessment (R2016).

#### 2.1. Qualifications

This report was completed by Devon Wyszkowski, M.Env.Sci., Environmental Scientist with Ecoscape. He has completed numerous Phase I ESAs/Stage1 PSIs for industrial, agricultural, residential and commercial sites in various locations throughout British Columbia. Devon has also designed and conducted numerous Phase II ESA/Stage 2 Preliminary Site Investigations and Detailed Site Investigations including contaminated sites drilling and soil sampling, groundwater monitoring and sampling, soil vapour sampling and reporting for this work.

This report was reviewed by Gwenn Farrell, R.P.Bio, Senior Environmental Scientist with Ecoscape. Gwenn has over a decade of environmental consulting experience, which includes completing Phase I and II ESAs and Detailed Site Investigations in British Columbia and Alberta, including residential properties, dry cleaning facilities, works yards, factories, service stations, garages, industrial facilities, railyards and retail complexes

#### 3.0 BACKGROUND

#### 3.1. Location and Site Description

The Site areas are located on the southwest portion of the property. The northern-most portion ("proposed hotel area") is bound by Airport Road to the west, south, and east, and paved parking areas/access routes and administrative buildings to the north. The southernmost portion ("proposed parkade area") of the Site is bound by Airport Way to



the north, and paved access routes and parking lots to the west, south, and east (Figure 1).

A Site description is provided in Table 1:

Table 1. Site Description	
Topic	Details
Site Civic Address	5583 Airport Way, Kelowna, BC
Site Legal Description	Portion of Plan KAP11796; Lot 3; Section 14; Township 23; District Lot
	32&120
	PID: 009-459-014
Registered Site Owner	Her Majesty the Queen in Right of Canada
Latitude and Longitude	49 ° 56' 58.74" North and 119° 22' 57.67" West
(of lot centre)	
Approximate Site Area	3.6 Acres
Buildings on Site	None.
<b>Building Footprints</b>	Not applicable (N/A)
Number of Stories	N/A
	,
Subsurface Levels	None observed and none reported by the Site Representative.
Year buildings were	N/A
constructed	
Zoning	CD12P - Airport
Current Land Use	Parking lot/paved access routes
Heating / Cooling	N/A
Elevators	None.
Emergency Generators	None.
% Site Covered By	Hardtop: 100%
% Site Covered By	Hardtop: 100%

## 3.2. Climate Data

Climate normal data from Environment Canada was used to complete this assessment. Based on data collected from the "Kelowna Airport" station (Climate ID 1123970) between 1981 and 2010, the average annual total precipitation (rain and snow) is 386.9 mm with an average of 311.3 mm of rainfall. The highest rain precipitation typically



occurs between May and July, which is generally followed by a moisture deficit during the late summer. The daily average temperatures for December and July were -2.6°C and 19.5°C, respectively (Environment Canada 2022).

## 3.3. Topography, Drainage, Watercourses and Geology

The Site surface very gently slopes to the south. The nearby surrounding area are generally flat. It was initially inferred that drainage and shallow groundwater flow at the Site mimic natural topography towards the south, however, because the Site and nearby area have been heavily influenced by anthropogenic activities, it is possible that catch basins, drainage systems, underground service trenches, and other subsurface structures in the area may influence local groundwater flow direction. The reports in Section 4.1 indicate groundwater flow has been observed to flow southwest. A hydrogeological assessment would be required to verify this assumption.

The nearest watercourse is a roadside swale located approximately 17 m west of the Site.

Bedrock beneath the Site likely comprises lava, andesite, and breccia. (Okulitch 2013).

According to the Geological Survey of Canada (GSC) map *Open File 6146, 2009, Surficial Geology, Kelowna, British Columbia* (Paradis, 2009) the Site is likely underlain by littoral and sublittoral sediments comprising stratified and well-sorted sand, silt, and clayey silt.

## 4.0 HISTORICAL ACTIVITY AND LAND USE

## 4.1. Previous Investigations

No previous reports for the Site were provided for Ecoscape's review. One report was provided for review, for a portion of the property located approximately 475 m north of the Site.

#### 4.1.1.1. 2022 Ecoscape Phase I ESA and Groundwater Sampling Report

In June 2022, Ecoscape was retained by the City of Kelowna to conduct a Phase I ESA Stage 1 Preliminary Site Investigation of a portion of the property located at 5549, 5563, and 5583 Airport Way for environmental due diligence purposes. Based on the review of the aforementioned report, the following pertinent information is provided:

- The study area was developed in several stages from 1969 to 1985 and included several repair/maintenance buildings, a fuel outlet, a former fuel spill from an AST tank spill. Furthermore, a neighbouring aeroplane repair operation was identified.
- Eight onsite APECs and one offsite APEC were identified as follows:
  - Current fuel USTs, pump island (APEC 1)
  - Former Shell ASTs, OWS, pump island on northwestern portion of Site (APEC 2).



- Kelowna Flightcraft adjacent to north of Site (APEC 3).
- Site Building A (former sand and urea storage, diesel AST in former pump house) (APEC 4).
- o Former pump island, fuel UST (APEC 5).
- Eastern Building D automotive repair shop and associated waste oil UST (APEC 6a).
- Western Building D automotive repair shop (APEC 6b).
- o Former UST from 1976 development files (APEC 7).
- Diesel UST for generators (APEC 8).
- Associated PCOCs included metals, LEPH/HEPH, VPH, PAH, VOC, nitrates, and PFAS. Based on current and planned land use, Commercial (CL) numerical soil standards were applied to the area of study.
- APEC 5 was further evaluated through sampling of an existing on-Site monitoring well (MWA). The results of which are as follows:
  - Concentration of 8:2 Fluorotelomer sulfonate (8:2FTS), 6:2 Fluorotelomer sulfonate (6:2FTS), Perfluorohexanoic acid (PFHxA), Perfluorononanoic acid (PFNA), and Perfluoropentanoic acid (PFPeA) were greater than the GCDWQ groundwater guidelines.
  - Concentrations of all other PCOCs met the applicable CSR standards and CCME guidelines.
  - Ecoscape noted that the sulfonate impacts are likely associated with APEC 3, further investigated is necessary to confirm. Ecoscape also notes that although none of the PCOCs for APEC 5 exceeded the applicable standards and guidelines in groundwater at MWA, the former UST island remained an APEC as there may still be localized soil impacts.
- Ecoscape recommended further investigation of APECs 1, 2, 3, 4, 5, 6a, 6b, 7, and 8 prior to future development activities.
- The APECs evaluated as part of the above report are in excess of 200 m north of the Site and are in a trans-to upgradient position from the Site relative to the inferred groundwater flow direction. Based on their distance from the Site and/or their transgradient position, it is Ecoscape's opinion that this property is unlikely to result in potential subsurface impacts at the Site.

#### 4.1.1.2. 2022 Ecoscape Phase II ESA Report

In July 2022, Ecoscape was retained by the City of Kelowna to conduct a Phase II ESA to address APECs 1, 3, and 4 at the off-Site property located approximately 280 m north of the Site. Based on the review of the aforementioned report, the following pertinent information is provided:

 Areas of investigation included those concerning the areas where plans for redevelopment in the relatively near future are located. Specifically, these areas included investigation of the existing fuel USTs and pump island (APEC 1), Kelowna



- Flightcraft (APEC 3), and Site Building A (former sand and urea storage, diesel AST in former pump house)(APEC 4).
- Based on current and planned land use, Commercial (CL) numerical soil standards were applied to the Site. The results of the investigation indicated that analysed samples were present in soil and/or groundwater samples, the results of which did not exceed the applicable CSR standards, with the exception of nitrates, which exceeded the applicable CSR standards in one monitoring well.
- APECs 1 and 3 were eliminated as APECs and APEC 4 is identified as an Area of Environmental Concern (AEC) and is likely to relate to historical aeroplane/runway de-icing activities on the airport property.
- Based on information obtained through the historical review and questionnaire related to the Site, de-icing activities are unlikely to have occurred on the Site in the past. Based on the distance of AEC 4 from the Site, as well as the unlikelihood of historical application of runway/aeroplane de-icers on the Site, it is Ecoscape's opinion that AEC 4 is unlikely to result in potential subsurface impacts at the Site.

#### 4.2. Interview

T. Molina completed a questionnaire on August 15, 2021 regarding current and historical Site operations. T. Molina reported the following:

- The Site is currently used as a parking lot.
- An oil water separator (OWS) is present on the Site.
- An electrical transformer is present on the Site.
- No USTs or ASTs have historically been present on the Site.
- The Site is not connected to the municipal water supply or wastewater systems.
- Large quantities of chemicals or hazardous materials are not stored on the Site.
- Environmental monitoring data is not available for the Site.
- There is no water well on the Site.
- The property has not been used for industrial purposes.
- The Site has not been used as a service station, dry cleaners, photo lab, repair shop, junkyard, landfill, recycling facility or waste treatment facility.

#### 4.3. Aerial Photograph Review

Ecoscape obtained aerial photographs from the University of British Columbia's geography department. Photographs were available from 1938, 1951, 1956, 1969, 1975, 1980, 1985, 1990, 1994, 1998, and 2001. In addition, aerial imagery available from GoogleEarth was reviewed for years 2004, 2006, 2010, 2014, 2016, 2018, and 2020. Table 2 below provides a summary of the information found in the aerial photographs.



Table 2.	Aerial Photograpl	h Descriptions	
Year	Serial No./ Source	Photo No.	Notes
1938	BC125	5	The Site and nearby surrounding area are vacant and undeveloped. Several agricultural plots surround the Site.
1951	BC30	32	The Site and surrounding area appear relatively similar to 1938.
1956	BC2148	51	The Site and nearby surrounding area appear relatively unchanged since 1951.
1959	RDCO	N/A	The Site and nearby surrounding area appear relatively unchanged since 1956.
1969	BC5345	184, 184	The Site appears relatively similar to 1956, with a stream/swale visible on the northern portion of the Site. The adjacent properties to the north and northeast have been developed with paved parking areas/access routes and airport terminal buildings.
1976	RDCO	N/A	The Site and surrounding area appear relatively similar to 1969.
1980	BC80070	181	The Site appears unchanged since 1969. Evidence of expansion of the airport buildings to the northeast is evident.
1985	BC370	35	The northern portion of the Site is paved and appears to be used for vehicle parking. The stream/swale formerly visible on the northern portion of the Site appears to have been diverted around the paved parking area and is visible on the southern portion of the Site.
1994	30BCC94086	105, 106	The Site and nearby surrounding area appear relatively unchanged since 1985. The stream formerly visible on the southern portion of the Site is no longer visible.
1995	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 1994.
1998	30BCB98002	144	The Site and surrounding area appear relatively unchanged since 1995.
2001	15BCC01030	150-151	The southern portion of the Site has been paved with the exception of the southwest corner which is grassed. Parked cars are evident on the paved areas. The parking area has also been expanded to the south and east.
2003	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2001.
2006	RDCO	N/A	The entirety of the Site has been paved. The surrounding area appears relatively similar to 2003.
2009	RDCO	N/A	The Site appears unchanged since 2006. The main terminal building located east of the Site has been expanded southwards. Airport Way is visible in its present-day location
2012	RDCO	N/A	The main terminal building located east of the Site has been expanded southwards to its present-day footprint.
2015	RDCO	N/A	The Site appears unchanged since 2012. Several administrative/retail buildings are visible adjacent to the north of the Site. The remainder of the surrounding area appears relatively similar to 2012.
2016	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2015.



Table 2.	Table 2. Aerial Photograph Descriptions			
Year	Serial No./ Source	Photo No.	Notes	
2017	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2016, with the exception of the railroad which has been repurposed as a pedestrian trail, followed by a retail fuel outlet (RFO) to the west of the Site.	
2018	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2017.	
2019	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2018.	
2020	GoogleEarth	N/A	The Site and surrounding area appear relatively unchanged since 2019.	
2021	RDCO	N/A	The Site and surrounding area appear relatively unchanged since 2020.	

Some aerial imagery reviewed during this assessment exhibited low resolution, making it difficult to decipher the presence of Site features.

An RFO was visible in the aerial imagery from 2017 – present. The fuel USTs appear to be located approximately 140 m west of the Site and are situated hydraulicly downgradient of the Site relative to the inferred direction of groundwater flow. Based on the distance from the Site as well as the inferred direction of groundwater flow, it is Ecoscape's opinion that this property is unlikely to result in potential subsurface impacts at the Site.

A railway line was observed to be oriented in a north-south direction from 1938 to 2017 in the aerial photographs and is located approximately 30 m west of the Site. Creosote or chromated copper arsenate (CCA) used to treat railway ties has the potential to impact soils in the vicinity of the railway lines; however, these impacts are typically minor, localized, and near the surface. Based on the above-noted information, it is Ecoscape's opinion that this railway line is unlikely to have caused subsurface contamination at the Site.

Due to copyright constraints, the aerial imagery obtained from UBC is not included in this report. Aerial imagery sourced from the RDCO are included in Appendix C.

#### 4.4. Land Title Search

A historical land title search was completed for the subject Site. The lot ownership was traced back to 1897 at which time Joseph Christian purchased the lot from crown. The lot title was transferred among various individuals until 1959, at which time the City of Kelowna released the property back to the Crown, presumably to build the airport.

Search details can be found in Appendix D.

Since Site ownership does not necessarily correspond with Site activity, historical titles may provide limited value in assessing past Site activities.



## 4.5. Municipal Records

#### 4.5.1 Municipal Directories

A search of the City of Kelowna directories for properties within a 100 m radius of the Site was requested from Vancouver Public Library Infoaction Archives on October 24, 2021 for a previous project for the Client.

City of Kelowna directories are available for the years of 1983 through to 2001. A review of the City of Kelowna did not include the Site. However, documents provided to Ecoscape entitled "City of Kelowna; Kelowna International Airport; Tenant Addresses (2001, revised September 2007)" indicated:

Table 3. City Directory Search – On Site Addresses				
Year	Address	Listing		
		Airport Manager Office		
		Weather Service		
		N.A.V. Can.		
		Air Traffic Controllers		
		Canadian Regional Air		
		Horizon Air		
2001	FF32 Aimmant Man	Skyway Gourmet		
2001	5533 Airport Way	West Jet Air		
		Aciscar Inc.		
		Hertz Rental		
		National Car Rental		
		Budget Car Rental		
		Canada Customs		
		Royal Star		
		Airport General Manager's Office		
		Air Canda Regional Inc. (Jazz)		
		Black & McDonald		
		Horizon Air		
		Skyway Gourmet Ventures, Inc.		
2007	5533 Airport Way	WestJet Airlines Ltd.		
2007	3333 All port way	Enterprise Rent-A-Car		
		Hertz rent-A-Car		
		National Car Rental		
		Budget Rent-A-Car		
		Canada Border Services Agency		
		Royal Star Enterprises Inc.		

Based on review of historical aerial imagery (Section 4.2), the Site is likely to historically have been occupied by car rental parking and short-term parking. The remaining listings in Table 3 are located in excess of 50 m from the Site and are unlikely to result in potential subsurface impacts at the Site.

The listings found in "City of Kelowna; Kelowna International Airport; Tenant Addresses 2001, 2007" include administrative/office operations with the exception of some



maintenance/repair operations. However, based on review of aerial imagery these areas appear to be located in excess of 100 m from the Site and/or are in an up- to transgradient position from the Site relative to the inferred direction of groundwater flow. Based on the distance from the Site and/or their transgradient position, these properties are unlikely to result in potential subsurface impacts at the Site.

Search details are provided in Appendix E.

Please note that a lack of records on listed occupants of a building or the site does not necessarily mean the site was unoccupied or that owners were aware of and able to disclose all potential activities to us that resulted from unlisted occupants.

## 4.5.2 Development Records

The City of Kelowna Development Service files for the Site were reviewed. The bulk of building permits received related to the southern portion of the terminal building and were not relevant to the Site.

In the event of demolition and/or excavation, if a UST, or signs of contamination potentially associated with contents leaked from a UST are observed on Site, please contact Ecoscape to determine the appropriate next steps.

## 4.5.3 Fire Insurance Plans (FIPs)

Ecoscape reviewed the Catalogue of Canadian Fire Insurance Plans (FIPs) 1875-1975 to obtain information related to the Site and surrounding area.

The Site and surrounding area are beyond the extent of the available FIPs.

#### 4.6. Provincial Records

The following section provides information on provincial records for the Site and surrounding properties.

#### 4.6.1 Groundwater Wells and Regional Hydrogeology

A query of the online BC WRA produced by ENV identified one on-Site well and two off-Site wells within 500 m of the Site boundary.

The on-Site well is located on the central-east portion of the proposed hotel portion of the Site well was identified on-Site (Well Tag Number 19470) and was listed as "unknown water use". Of the remaining two wells within 500 m of the Site, one was listed as "irrigation – water supply" use and the other was listed as "private domestic water supply" use and located approximately 280 southwest of the Site.

The BC WRA indicates that the Site is underlain by ENV-mapped aquifers No. 464 IIIC and 467 IIA and discussed as follows:



- Aquifer No. 464 IIIC was described as a confined sand and gravel-glacial aquifer with an average depth to water of 11.58 m, based on 201 well records. The aquifer was described as having high productivity and low vulnerability to surface contamination at the time of mapping (ENV 2021).
- Aquifer No. 1191 IIIB was described as a confined sand and gravel-glacial aquifer with an average depth to water of 6.1 m, based on 64 wells. The aquifer was described as having high productivity and moderate vulnerability at the time of mapping (ENV 2021).

A map showing the results of the search is included in Appendix F along with the well records.

## 4.6.2 Contaminated Sites Registry

The BC ENV Contaminated Site Registry is an online database of sites that have been investigated since 1988. The Site Registry contains information on pollution abatement orders and sites undergoing environmental investigation and remediation. The Site Registry also lists Site Profiles that contain information on past commercial and industrial activities that are generally submitted prior to re-zoning and demolition activities. Some sites have been subject to clean up and remediation and not all sites within the registry are necessarily contaminated. In the Site Registry, sites are assigned a status. According to the BC ENV, site status codes are not driven by legislation, but are intended as a high-level indication of the status of a file within the ministry process. The BC ENV advises to read the notations and associated information in order to learn more about the actual status of a site.

A site registry small area search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022.

No entries were found for the Site.

One additional property within 1 km<sup>2</sup> of the Site center was listed in the Site Registry. This site registry property was further evaluated, as summarized in Table 4.

Table 4. BC Site Registry Search – Nearby and Important Sites						
Site ID	Address	Inferred Location	Status	Notation	Last Updated	
5088	1-5655 Airport Way	Approximately 290 m north of the Site and hydraulically trans- to upgradient of the Site relative to the inferred groundwater flow direction.	Not Assigned	Notification of contaminated soil disposal from the Kelowna Airport Shell on June 17, 1997. Soil analysis results indicated that the soil was below "Special Waste" (currently "Hazardous Waste") level for BTEX (Benzene,	June 1997	



Site ID	Address	Inferred Location	Status	Notation	Last Updated
				Toluene, Ethylbenzene,	
				and Xylenes). Soil was	
				disposed of at the local	
				landfill as approved by	
				ENV.	
6085	5520	In excess of 150 m	Not	None.	March 2007
	Highway	west of the Site.	assigned		
	97 North				

The airport Shell formerly located approximately 260 m north of the Site has a site registry entry (Site ID 5088). As per the information in Section 4.1, Ecoscape has previously conducted investigations in this area. This property is located trans- to upgradient of the Site relative to the inferred direction of groundwater flow.

Site Registry entry (Site ID 6085) is located along Highway 97N, approximately 150 m west of the Site. This property is located trans- to downgradient of the Site relative to the inferred direction of groundwater flow.

Based on distance from the Site, transgradient location, and/or remediation status, it is Ecoscape's opinion that the properties listed in Table 4 are unlikely to present an environmental risk to the Site; however, if evidence of contamination potentially migrating from these properties is encountered during future Site development, Ecoscape should be contacted to determine the appropriate next steps.

Site registry search results are provided in Appendix G.

#### 4.6.3 Environmental Database Searches

A search of the BC ENV Authorization Management System was conducted on September 7, 2022.

All properties listed in the databases were further than 0.25 km from the Site and therefore do not warrant further discussion.

## 5.0 SITE RECONNAISSANCE

Gwenn Farrell, R.P.Bio, completed the Site Reconnaissance on August 23, 2022 unaccompanied. The findings from the Site visit and additional background information on Site conditions are provided in this section and are shown on Figure 2.

#### 5.1. Buildings, Structures and Operations

The Site is currently a paved parking area used primarily by car rental companies for the staging of vehicles. Storm water drainage was reported to occur through OWSs.



No evidence of hazardous materials releases was observed in (where accessible) or near the Site during the visit.

## 5.2. Aboveground Storage Tanks and Underground Storage Tanks

No ASTs were observed, and no evidence of USTs was noted during the Site visit.

In-ground structures including but not limited to USTs and furnace oil tanks may be difficult to identify during a Phase I ESA, for a variety of reasons including limited access or visibility, incorrect representations by third parties or the client, subsequent site development or construction activities, etc. Therefore, Ecoscape is unable to warrant their absence and the absence of contamination from their current or former presence. In the event of demolition and/or excavation, if a UST, back-filled excavation, or signs of contamination are observed on Site, please contact Ecoscape to determine the appropriate next steps.

## 5.3. Drains, Sumps and Oil Water Separators

T. Molina reported in the questionnaire (Section 4.2) that an OWS was present on the Site. Based on observations made during the Site visit, it is inferred that stormwater drainage is connected to an OWS located on the northwest portion of the Site. Access to the OWS was not attained during the Site visit.

#### 5.4. Historical Fill

Except for structural fill (e.g., compact gravel), signs of historical infilling were not evident on Site. Structural fill is typically sourced from "undeveloped land", such as a sand and gravel pits/quarries. As such, it is unlikely that structural fill, was imported from industrial or commercial land use to the Site.

#### 5.5. Chemical Storage, Hazardous Material and Waste

Chemicals, hazardous material, and waste were not observed on the Site.

In the event of redevelopment and/or excavation, buried waste materials, or signs of contamination from historical lot activities are observed on Site, please contact Ecoscape to determine the appropriate next steps.

## 5.6. Special Attention Items

#### **5.6.1** Asbestos Containing Materials

Asbestos is considered a hazardous material and if not handled properly, can cause chronic health problems. Asbestos fibres are very small and can remain suspended in the air for hours once material is disturbed (WorkSafe BC 2017). Asbestos containing materials (ACM) were commonly used in houses constructed prior to 1999, although the



use of ACM has declined since the late 1970's. Products containing asbestos are controlled under the *Asbestos Product Regulation*.

Given that that the Site has not been developed with any buildings, it is unlikely that ACMs are present on the Site.

Ecoscape did not conduct an asbestos survey as part of this assessment, nor was any intrusive or destructive sampling or inspection completed as part of this assessment. Should the Site building be demolished during future developments, it would be prudent to conduct pre-demolition ACM surveys.

#### 5.6.2 Lead-Based Paints

Although lead-based paints (LBP) were banned from application on exterior or interior surfaces of buildings, furniture or household products in the 1970s, various commercial paints are still known to contain lead in concentrations greater than the 0.5 percent weight to weight of lead (e.g., road paint).

Given that the Site has not been developed with any buildings, is unlikely that LBPs are present on the Site.

Ecoscape did not conduct an LBP survey as part of this assessment, nor was any intrusive or destructive sampling or inspection completed as part of this assessment. Should the Site building be demolished during future developments, it would be prudent to conduct predemolition LBP surveys.

#### **5.6.3** Polychlorinated Biphenyls

The Canadian Council of Ministers of the Environment has produced guidelines for handling of waste materials and is working towards phasing out Polychlorinated biphenyls or PCBs in Canada. PCBs are listed as a "toxic" substance in Schedule 1 of the *Canadian Environmental Protection Act*. Examples of PCB sources include transformers and electrical equipment (i.e., regulators, breakers and switches, etc.), fluorescent lighting, natural gas pipeline infrastructure (i.e. compressors, filters, etc.) and scientific equipment. The most likely source of PCBs in urban settings is typically transformers and fluorescent lighting.

Fluorescent lighting may be present within one of the buildings on Site. It is possible that the ballasts associated with these light fixtures contain PCBs. Information is available on how to confirm the presence of PCBs in light ballasts. If these light fixtures are removed during renovation or demolition, any light ballasts that contain PCBs must be recycled appropriately at an approved facility or depot. The following website provides information on confirming the presence of PCBs in light ballasts and recycling of large and small quantities of PCB in light ballasts: http://www.lightrecycle.ca/



The PCB Regulations under the Canadian Environmental Assessment Act specify that poletop electrical transformers and associated equipment must not contain more than 500 mg/kg at all locations and 50 mg/kg at prescribed locations (i.e., near drinking water treatment plant, food processing plant, childcare facility, schools, hospitals, senior's care facilities, etc.). According to Environment Canada's PCB *Transformer Decontamination Standards and Protocols* transformers can be re-used if they contain less than 50 parts per million (ppm or mg/kg) of PCBs.

One pad-mounted transformer was observed on the northwest portion of the Site; however, no surface staining or signs of spillage from the transformer was observed.

## 5.7. Hydraulic Equipment

No evidence of current or historical underground hydraulic hoists or other hydraulic equipment were observed at the Site.

## 5.8. Water Wells and Water Supply

As discussed in Section 4.2, the Site is reported to be connected to the municipal water supply system. Since no buildings are present on the Site, it is inferred that a connection is not currently made, however is likely available.

No evidence of a domestic or irrigation well was observed on Site.

Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that domestic or irrigation wells associated with the Site are present; therefore, the presence of old well(s) cannot be ruled out. If discovered during future property redevelopment, all wells should be abandoned in accordance with BC Groundwater Protection Regulation requirements.

## 5.9. Wastewater

Domestic wastewater is not generated at the Site.

#### 5.10. Lost and Threatened Streams

The presence of lost and threatened streams is assessed as they may have been backfilled with material of unknown quality, creating a potential contaminant source. Furthermore, these buried streams may provide preferential flow paths for groundwater to flow onto or away from the Site. Lost stream mapping is not available for the City of Kelowna; however, review of historical aerial imagery suggests that a stormwater drainage swale was engineered to flow through the Site from circa 1969 to 1985. The drainage swale was then diverted through the southern portion of the Site until circa 1994. Based on review of City of Kelowna GIS imagery, it appears the stormwater culvert has been redirected approximately 160 m south of the Site.



## 5.11. On-site and Surrounding Area Surface Drainage

The Site and nearby surrounding area generally drain south towards Okanagan Lake and it is possible that runoff onto the Site occurs from nearby properties to the north; however, no obvious surface runoff pathways, evidence of erosion or visible sources of potential contamination were observed flowing onto the Site during the Site reconnaissance.

## **5.12.** Surrounding Land Use

Properties and land use surrounding the Site are described in Table 5 and on Figure 1.

Table 5. Neighbouring Property Descriptions					
Location with Zoning Respect to Site		Description	Location (based on inferred groundwater flow direction)		
North	CD12P	Parking Lot and paved access routes/Airport Way	Up- to transgradient		
Northeast	CD12P	Paved access routes/Airport Way then an airport terminal/restaurants	Upgradient		
Northwest	CD12P and CD12	Airport Way then parking lots/paved access routes	Transgradient		
East	CD12P	Airport Way/paved access routes and parking lots	Up- to transgradient		
West	CD12 and A1	Airport Way/paved access routes then parkland and an RFO	Down- to transgradient		
South	CD12P	CD12P Airport Way/paved parking Downgrad areas			
Southwest	A1 routes then parkland		Downgradient		
Southeast			Trans- to upgradient		

Abbreviations:

CD12P – Airport

CD12 – Airport (inferred ancillary/support structures)

A1 – Agricultural 1

Commercial and industrial activities that may potentially result in soil and groundwater contamination were not observed on surrounding properties at time of Site assessment. Current operations at the properties and facilities described in Table 5 are unlikely to present an environmental risk to the Site based on the likely absence of potentially contaminating activities and/or their cross- to downgradient location in terms of inferred groundwater flow direction.

Visual inspection of neighbouring properties was limited to observations made from the Site or public space. In the event of demolition and/or excavation, if signs of contamination



potentially migrating from nearby surrounding properties are observed on Site, please contact Ecoscape to determine the appropriate next steps.

#### 6.0 CONCLUSIONS AND RECOMMENDATIONS

Ecoscape has completed this Phase I ESA using current and historical records available for the Site. The Contaminated Sites Technical Guidance 10 document *Guidance for a Stage 1 Preliminary Site Investigation* was referenced during completion of this assessment. This Phase I ESA report was also completed in general accordance with guidelines provided by the Canada Mortgage and Housing Corporation (CMHC) and in CSA Standard *Z768-01 Phase 1 Environmental Site Assessment*. A detailed records search and Site visit was completed to assess the potential for environmental risk including areas of potential environmental concern (APECs) and associated potential contaminants of concern (PCOCs) to be present at the Site.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other anecdotal information, Ecoscape provides the following conclusions and recommendations:

- The Site has been used for car parking in its northern and southern portions since circa 1985 and 2001, respectively. Prior to their development as paved parking and access routes, the Site was vacant and undeveloped. The Site is zoned as CD12P- Airport. Historical land title records indicate the property titles were transferred among various individuals until 1959, at which time the City of Kelowna released the property back to Crown, presumably to further develop the airport
- An ENV Site Registry search for a 1 km<sup>2</sup> area centered on the Site was conducted on September 7, 2022. No entries are present for the Site, and off-Site entries are considered unlikely to result in potential subsurface impacts at the Site.
- Immediately adjacent properties are currently and historically have been paved parking lots and access routes, with the exception of the airport terminal building which has been extended southwards to approximately 50 m east of the Site. Industrial activities are unlikely to have occurred on the Site or nearby surrounding area in the past.
- No evidence of large-volume hazardous material releases were observed on the Site during the assessment.
- No buildings are present on-Site, therefore the presence of asbestoscontaining materials or lead-based paints on the Site is unlikely.



 No evidence of a domestic or irrigation water well was observed on the Site, however the BC ENV Water Resources Atlas suggests the existence of a historical supply well on the eastern edge of the proposed hotel portion of the Site. Until recently, filing of water well records with the BC ENV was voluntary, so it is possible that additional domestic/irrigation wells associated with the Site may be present.

Based on a review of readily available information for the site, including historical records, site registry results, aerial photographs, visual observations of the Site and other available information, the likelihood of past and present use to have negatively impacted the environmental condition of the property is considered to be low. As a result, a Phase II ESA is not warranted at this time. If information becomes available that may materially change the findings presented in this report, Ecoscape should be contacted to reassess the conclusions provided herein.

#### 7.0 LIMITATIONS

This report has been prepared by Ecoscape Environmental Consultants Ltd. (Ecoscape) for City of Kelowna (the Client) and is intended for the sole and exclusive use of the Client. With the exception of the Client, copying or distribution of this report or use of or reliance on the information contained herein, in whole or in part, is not permitted without the express written permission of Ecoscape.

Nothing in this report is intended to constitute or provide a legal opinion. Ecoscape makes no representation as to the requirements of compliance with environmental laws, rules, regulations or policies established by federal, provincial or local government bodies. Revisions to the regulatory standards referred to in this report may be expected over time. As a result, modifications to the findings, conclusions and recommendations in this report may be necessary.

This report reflects the opinion of Ecoscape on the likelihood for areas of potential environmental concern to be present at the Site based on a review of readily available information including interviews, historical site records, aerial photographs, field review, well site search, site registry reviews, and land title search. Ecoscape also searched for historical or current reports pertaining to environmental conditions at the Site. The conclusions provided herein are based solely upon our professional judgment and the availability of information pertaining to environmental conditions and historical and present land use at the site. If additional information becomes available that is inconsistent with the information provided herein or suggests that the potential for environmental concern may be present, Ecoscape should be contacted to reassess the conclusions provided in this report.



File No. 22-4383 | Version 1 23 September 7, 2022

## 8.0 CLOSURE

We trust that this report satisfies the present requirements. Should you have any questions or comments, please contact the undersigned at your convenience.

Respectfully Submitted Ecoscape Environmental Consultants Ltd.,

Written By:

Reviewed By:

Devon Wyszkowski, M.Env.Sci Environmental Scientist Direct Line: 778.860.6403

Gwenn Farrell, R.P. Bio Senior Environmental Scientist Direct Line: 778.940.2876

## REFERENCES

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- Ecoscape Environmental Consultants, Ltd. "Phase II Environmental Site Assessment; 5549, 5563, and 5583 Airport Way, Kelowna, BC", dated September 2022.
- Worksafe BC. 2017. Safe Work Practices for Handling Asbestos.



**APPENDIX A: General Terms and Conditions** 

#### **GENERAL CONDITIONS**

This report applies and is subject to these "General Conditions".

#### 1.0 Use of Report

This report concerns a specific site and a specific scope of work, and is therefore not applicable to any other sites or any other developments not referred to in the report. Any deviation from the specific site or scope or work would require a supplementary investigation and assessment.

Conclusions and recommendations contained in this report are solely intended for the use of Ecoscape's client. Ecoscape bears no responsibility for the accuracy of information, the analysis of data or recommendations contained or referenced in this report when the report is utilized by or relied upon by any party other than Ecoscape's client, unless otherwise authorized in writing by Ecoscape. Any unauthorized application of this report is at the discretion and sole risk of its user.

This report is subject to copyright, and therefore shall not be reproduced in part or in whole without prior written consent by Ecoscape. Additional copies of this report may be available upon request, if required, and will be supplied after receipt of payment for expenses associated with report production.

#### 2.0 Limitations of Report

This report was derived solely from the conditions that were present on site during Ecoscape's investigation. The client, and any other parties making use of this report with the express written consent of the Ecoscape and the client, are aware that conditions affecting the environmental condition of the site can vary both temporally and spatially, and that the conclusions and recommendations included in this report are temporally sensitive.

The client, and any other parties making use of this report with the express written consent of the Ecoscape and the client, are also aware that conclusions and recommendations included within this report emanate from limited observations and information, and that both on-site and off-site conditions may vary, which in turn could affect the conclusions and recommendations that were made.

The client is aware that Ecoscape is not qualified to, nor is it making any recommendations in terms of purchase, sale, investment or development of the subject property, as such decisions are the sole responsibility of the client.

## 2.1 Information Provided to Ecoscape by Others

During the extent of the preparation and work carried out in this report, Ecoscape may have relied upon information provided by parties other than the client. While Ecoscape strives to validate the accuracy of such information when instructed to do so by the client, Ecoscape accepts no responsibility for the validity of such information which may affect the report.

#### 3.0 Limitation of Liability

The client acknowledges that property containing hazardous wastes and contaminants poses a high risk of claims brought by third parties stemming from the presence of those materials. Accounting for these risks, and in consideration of Ecoscape providing the requested services, the client agrees that Ecoscape's liability to the client, with respect to any issues relating to hazardous wastes or contaminants located on the subject property shall be limited to the following:

- (1) With respect to any claims brought against Ecoscape by the client arising out of the provision or failure to provide services hereunder shall be limited to the amount of fees paid by the client to Ecoscape under this Agreement, whether the action is based on breach of contract or tort;
- (2) With respect to claims brought by third parties arising out of the presence of contaminants or hazardous wastes on the subject property, the client agrees to indemnify, defend and hold harmless Ecoscape from and against any and all claim or claims, action or actions, demands, damages, penalties, fines, losses, costs and expenses of every nature and kind whatsoever, including solicitor-client costs, arising or alleged to arise either in whole or part out of services provided by Ecoscape, whether the claim be brought against Ecoscape for breach of contract or tort.



#### 4.0 Disclosure of Information by Client

The client agrees to fully cooperate with Ecoscape with respect to the provision of all available information on the past, current, or proposed conditions on the site, including historical information respecting the use of the site. The client acknowledges that in order for Ecoscape to properly provide the service, Ecoscape is relying on full disclosure and accuracy of any such information. Ecoscape does not accept any responsibility for conclusions drawn from erroneous, invalid, or inaccurate data provided to us by another party and used in the preparation of this report.

#### 5.0 Standard of Care

Services performed by Ecoscape for this report have been completed in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing under similar conditions in the jurisdiction in which the services are provided. Professional judgement has been applied in developing the conclusions and/or recommendations made in this report. No warranty or guarantee, express or implied, is made concerning the results, comments, recommendations, or any other portion of this report.

#### 6.0 Notification of Authorities

The client acknowledges that in certain instances the discovery of hazardous materials, contaminants or conditions and materials may require that regulatory agencies and other parties be informed and the client agrees that notification to such parties or persons as required may be done by Ecoscape in its reasonably exercised discretion. Further, Ecoscape reserves the right to notify Provincial agencies when rare or endangered flora or fauna are observed, whether the species classifications are identified as such at the local, Provincial, or Federal levels of government.

## 7.0 Ownership of Instruments of Professional Service

The client acknowledges that all reports, plans, and data generated by Ecoscape during the performance of the work and other documents prepared by Ecoscape are considered its professional work product and shall remain the copyright property of Ecoscape.

#### **8.0 Alternate Report Format**

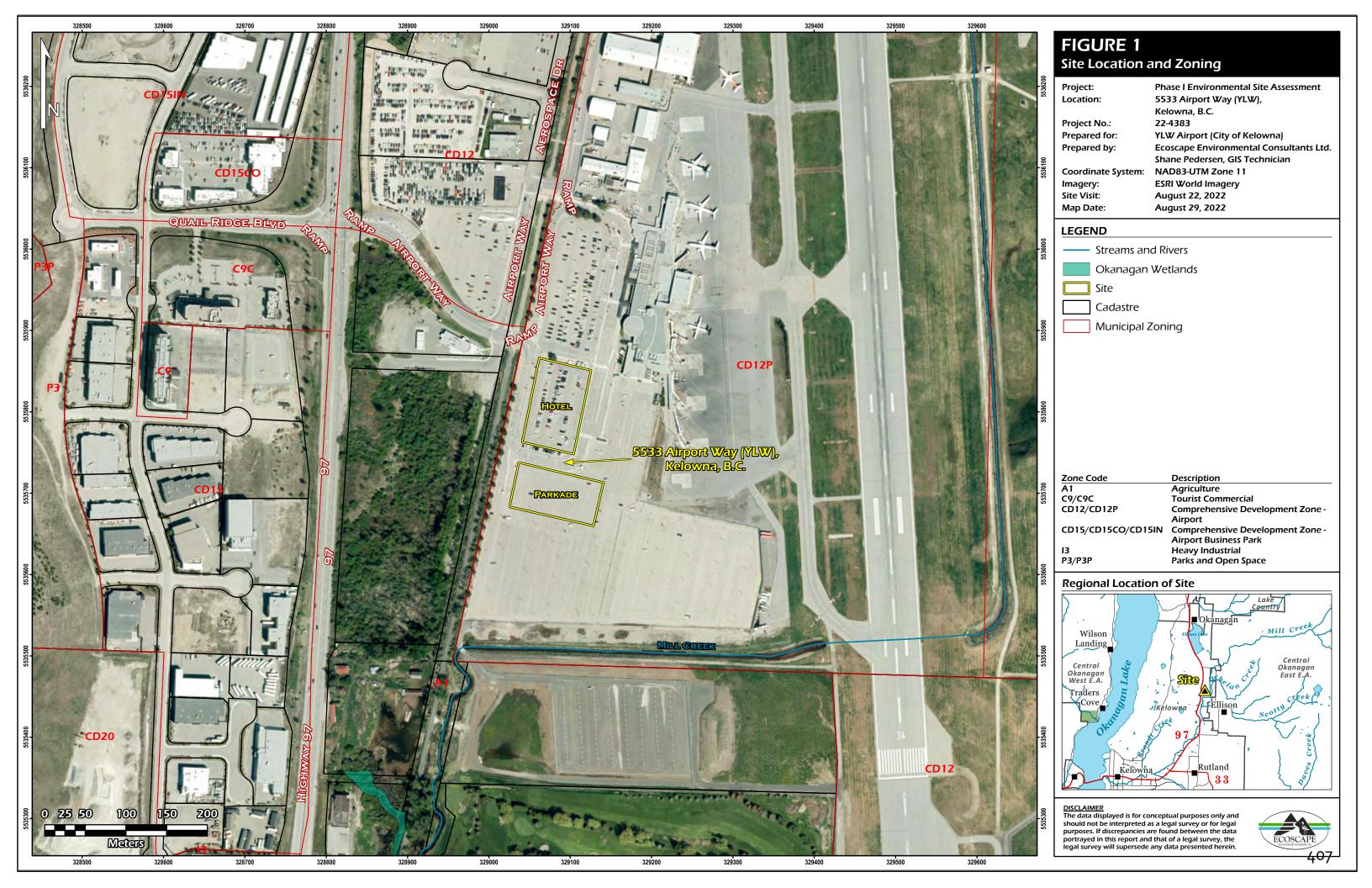
Where Ecoscape submits both an electronic file and hard copy versions of reports, drawings and other project-related documents deliverables and (collectively termed Ecoscape's instruments of professional service), the client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by Ecoscape shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancies, the hard copy versions shall govern over the electronic versions. Furthermore, the client agrees and waives all future right to dispute that the original hard copy signed version archived by Ecoscape shall be deemed to be the overall original for the Project.

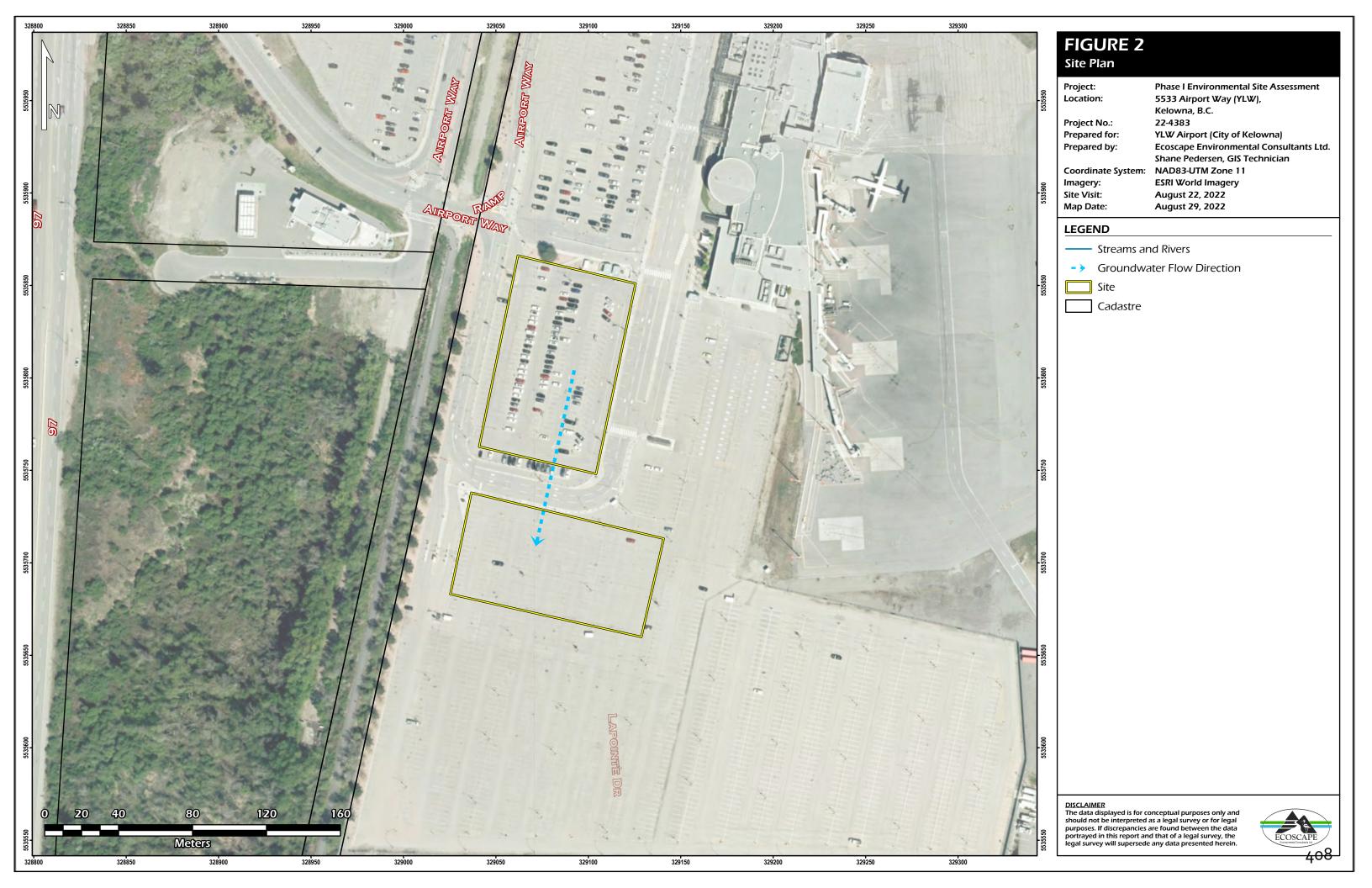
The client agrees that both electronic file and hard copy versions of Ecoscape's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party other than Ecoscape. The client warrants that Ecoscape's instruments of professional service will be used only and exactly as submitted by Ecoscape.

The client recognizes and agrees that electronic files submitted by Ecoscape have been prepared and submitted using specific software and hardware systems. Ecoscape makes no representation about the compatibility of these files with the client's current or future software and hardware systems.



**APPENDIX B: Figures** 





**APPENDIX C: Aerial Imagery** 



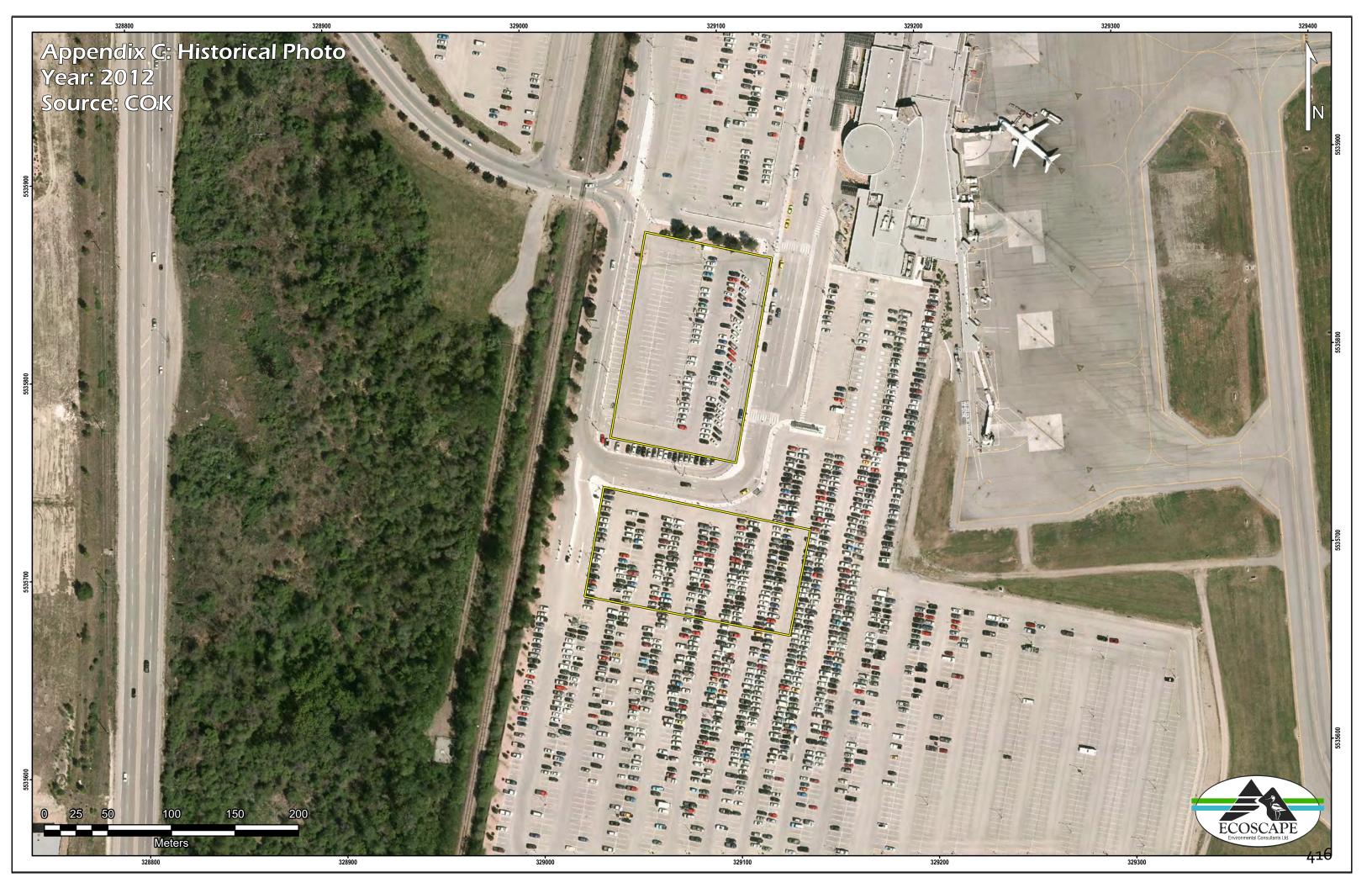






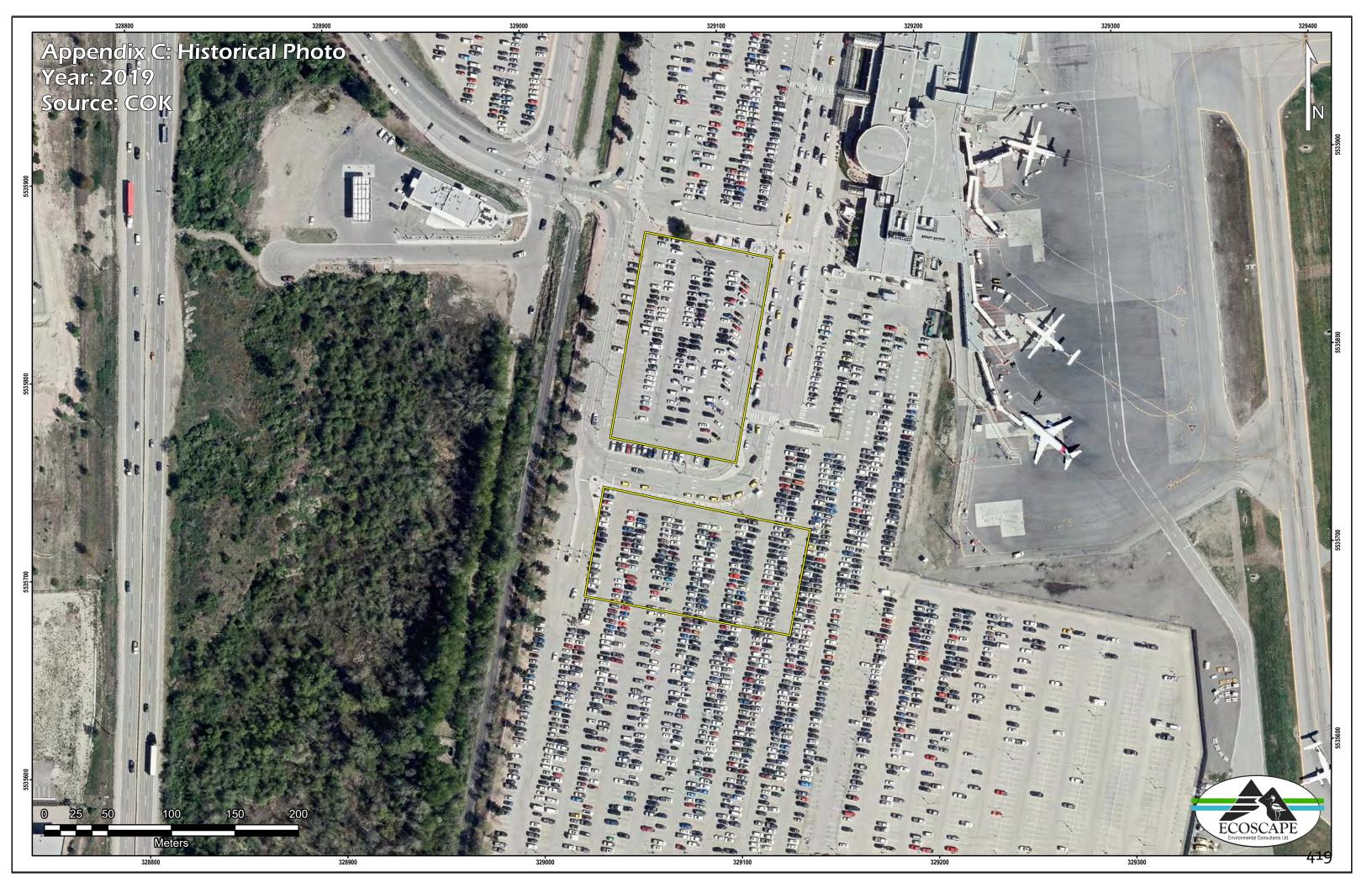














**APPENDIX D: Land Title Records** 

## **ENVIRONMENTAL SEARCH FORM**

Date: October 21, 2021

File Reference: 21-4038 - 5533 - 6305 AIRPORT WAY, KELOWNA

PID: 009-459-014

Legal Description: LOT 3 DL 32 & 120 AND SEC 14 TP 23 ODYD PLAN 11796

Land Title Office: Kamloops/Nelson

TITLE NO.	REGISTERED OWNER	TITLE REGISTERED	TITLE CANCELLED	PRIOR LEGAL(S)	CHARGE INFORMATION (LEASE, RP)
228701	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	SEPT 1961	CURRENT	LOT 3 DL 32 & 120 AND SEC 14 TP 23 ODYD PLAN 11796 PLUS OTHERS	NOT VIEWED
206697	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	APR 1959	SEPT 1961	BLK 1 DL 120 ODYD PLAN 3497	NIL
206698	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	APR 1959	SEPT 1961	LOT A DL 32 AND SEC 14 TP 23 ODYD PLAN 9539 PLUS OTHER	NIL
112917	THE CORPORATION OF THE CITY OF KELOWNA	NOV 1946	APR 1959	BLK 1 DL 120 ODYD PLAN 3497 PLUS OTHER	NIL
205566	THE CORPORATION OF THE CITY OF KELOWNA	MAR 1959	APR 1959	LOT A DL 32 AND SEC 14 TP 23 ODYD PLAN 9539 PLUS OTHER	NIL
107265	THE CORPORATION OF THE CITY OF KELOWNA	APR 1946	NOV 1946	LOT 1 MAP 1929 PLUS OTHER	NIL
201340	THE CORPORATION OF THE CITY OF KELOWNA	SEPT 1958	MAR 1959	LOTS 3-10 SEC 14 TP 23 P/O; LOT 15 DL 32 & SEC 14 TP 23 P/O; LOTS 4-9 SEC 14 TP 23; LOTS 16-18 DL 32 & SEC 14 TP 23; LOT 19 DL 32; LOT 22 DL 32 P/O; ALL OF ODYD PLAN 1502	NIL
36923	CHARLES WILLIAM DICKSON	AUG 1922	APR 1946	LOT 1 MAP 1929 PLUS OTHERS	NIL
16691	LAND SETTLEMENT BOARD	MAY 1919	SEPT 1958	LOTS 3-10, 15-18, 19 & 22 MAP 1502 PLUS OTHERS	NIL
IFB VOL 4 F70 28209A	CHARLES WILLIAM DICKSON	DEC 1912	AUG 1922	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
34647	CHARLES W. DICKSON	MAY 1923	AUG 1922	PT LOT 120 GRP 1 ODYD ON PLAN B268 AND BLK A LOT 120 SHOWN IN RED ON PLAN 1572	NIL
16502	LAND SETTLEMENT BOARD	MAR 1919	MAY 1919	LOT 32 GRP 1 ODYD PLUS OTHER AND SE ¼ OF SEC 14 TP 23 ODYD EXCEPT CANADIAN NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY	NIL

IMPORTANT: As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

Search done by: Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

# **ENVIRONMENTAL SEARCH FORM (CONTINUED)**

TITLE NO.	REGISTERED OWNER	TITLE REGISTERED	TITLE CANCELLED	PRIOR LEGAL(S)	CHARGE INFORMATION (LEASE, RP)
IFB VOL 4	ELIZA JANE SWALLWELL & THOMAS WILLIAM				
F70 28209A	JONES	JAN 1912	DEC 1912	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
	THE CANADIAN NORTHERN PACIFIC RAILWAY			PT LOT 120 GRP 1 ODYD CONTAINING 5.77 ACRES MORE OR LESS	
10593	COMPANY	SEPT 1915	MAY 1923	AND BEING SHOWN ON PLAN B268	NIL
30240	CHARLES W. DICKSON	FEB 1922	MAY 1923	BLK A ODYD MAP 1572 (FORMERLY LOTS 1-22 MAP 1572)	
13528	CHARLES CHRISTIAN	MAR 1917	MAR 1919	LOT 32 PLUS OTHER TOGETHER CONTAINING 288 ACRES MORE OR LESS AND SE ¼ OF SEC 14 TP 23 ODYD SAID TO CONTAIN 160 ACRES MORE OR LESS ETC.	NIL
IFB VOL 4	FLIZA I JONES	ADD 1002	IANI 1010	DT 244 F4 ACDEC OF LOT 120 CDD 1 ODVD	NII
F70 28209A	ELIZA J. JONES	APR 1893	JAN 1912	PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	NIL
IFB VOL 4 F70 28209A	SEE ABOVE				
21272	CHARLES W. DICKSON	MAY 1920	FEB 1922	LOTS 1 - 22 ODYD MAP 1572	NIL
AFB VOL 9					
F217 13697A	CHARLES CHRISTIAN	NOV 1905	MAR 1917	LOT 32 GRP 1 ODYD PLUS OTHER AND SE ¼ OF SEC 14 TP 23 ODYD	NIL
	CROWN			PT 311.51 ACRES OF LOT 120 GRP 1 ODYD	
IFB VOL 4 F70 28209A	SEE ABOVE				
AFB VOL 2 F651 1295A	ANNIE CAMERON	MAR 1897	NOV 1905	LOT 32 GRP 1 ODYD PLUS OTHER	NIL
AFB VOL 2	7 HAVE OF WENCH	Wirth 1077	1101 1700	LOT OF ONLY OF PERSON OF THERE	IVIE
F651 1296A	ANNIE CAMERON	MAR 1897	NOV 1905	SE ¼ OF SEC 14 TP 23 ODYD	NIL
AFB VOL 1					
F589 12813A	FRANK RICHTER	OCT 1891	MAR 1897	LOT 32 GRP 1 ODYD PLUS OTHER	NIL
AFB VOL 2					
F651 1296A	JOSEPH CHRISTIAN	JAN 1897	MAR 1897	SE ¼ OF SEC 14 TP 23 ODYD	NIL

IMPORTANT: As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

Search done by: Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

# **ENVIRONMENTAL SEARCH FORM (CONTINUED)**

TITLE NO.	REGISTERED OWNER	TITLE REGISTERED	TITLE CANCELLED	PRIOR LEGAL(S)	CHARGE INFORMATION (LEASE, RP)
AFB VOL 1					. ,
F491 8998A	FREDERICK BRENT	JULY 1890	OCT 1891	LOT 32 GRP 1 ODYD PLUS OTHER	NIL
	CROWN			SE ¼ OF SEC 14 TP 23 ODYD	
AFB VOL 1	LOGERIL GURIOTIAN	NOV 4000		LOT 00 ODD 4 ODVD DILIO OTLIFDO	
F367 7769A	JOSEPH CHRISTIAN	NOV 1888	JULY 1890	LOT 32 GRP 1 ODYD PLUS OTHERS	NIL
AFB VOL 1				LOT 32 GRP 1 ODYD PLUS OTHERS CONTAINING IN THE AGGREGATE	
F367 7769A	JOSEPH CHRISTIAN	MAR 1887	NOV 1888	412 ACRES MORE OR LESS	NIL
1307 1707K	303EFFF CHRISTIAN	WAR 1007	140 / 1000	TIZ ACKES WORL OK LESS	IVIL
	CROWN			LOT 32 GRP 1 ODYD PLUS OTHERS CONTAINING IN THE AGGREGATE 412 ACRES MORE OR LESS	
	- Chom			THE PROBLEM WHITE ON ELECT	

IMPORTANT: As all computer titles may not have been checked, charges appearing on them that could affect the property, such as leases, are not noted. Information must be checked against LTO records to verify. Please request document copies or titles if required.

Search done by: Gillespie & Company LLP. If you have any questions, please contact Dani at 1-250-828-6643.

The requested title search results are displayed below. There is no fee for these results.



2021-10-21 10:31:01

## **Title Search Results**

Requestor: KAYLA CUPELLO

File Reference:

PID 009-459-014 S/11796////3

**PENDING APPLICATIONS: There are no pending applications** 

**Title Number** Land Title District Status First Owner Name on Title 228701 Kamloops REGISTERED HE\*

PARCEL IDENTIFIER (PID): 009-459-014

SHORT LEGAL DESCRIPTION:S/11796////3

MARG:

#### TAXATION AUTHORITY:

- 1 Kelowna Assessment Area
- 2 Kelowna, City of
- 3 Glenmore-Ellison Improvement District

## FULL LEGAL DESCRIPTION: CURRENT

LOT 3 DISTRICT LOTS 32 AND 120 AND OF SECTION 14 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN 11796

#### MISCELLANEOUS NOTES:

ALR DF KC57523 ALR INCL SEE DF KC90122 SRW PL KAP75595

## ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN KAP11796

STATUTORY RIGHT OF WAY PLAN KAP75595

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

**APPENDIX E: City Directories** 



Sunday, October 24, 2021

Dear Gwen,

## RE: Kelowna directory search (Project #21-4038)

As per your request, please find enclosed photocopies of the entries from the Kelowna city directories for the following street/blocks:

- Airport Way ~ 5533
- Lapointe Drive ~ 5800 6100 blocks

## For the following years:

- o 2001 (the most current directory for Kelowna)
- o 1998
- o 1993
- o 1988
- o 1983

## Please note the following:

## Airport Way

- The 2001 & 1998 directories did not list the house number you requested.
- This street was not listed in the 1993 & earlier directories.

## **Lapointe Drive**

This street was not listed in any of the directories.

The total cost of this search and accompanying documentation came to \$50 plus GST. Our Accounting Department will be invoicing your for this amount shortly.

As always, please don't hesitate to contact us if you have any questions or concerns regarding this search or if we can be of any further assistance.

Sincerely,

Sidney Bardos

Vancouver Public Library

InfoAction - Information & Research Centre
Vancouver Public Library, Level 5
350 West Georgia Street, Vancouver, BC V6B 6B1
Phone: 604-331-3612 Fax: 604-331-3611
infoaction@vpl.ca www.infoaction.ca

765-2857

ADVENTURE RD 355 Not Verified + S DOUGALL RD INTERSECTS BUSINESSES 1 HOUS HOUSEHOLDS 39

AGASSIZ RD -FROM 1899 AMBROSI RD

+ BARLEE RD INTERSECTS

AIRPORT WAY -FROM HWY 97 N EAST

AIR B C CARGO freight & cargo AIR B C reservations & information 861-8441 7890 AIR CANADA 861-6 SKYWAY GIFT & NEWS 765-2 SKYWAY RESTAURANT & LOUNGE 765-2328

OKANAGAN AERO ENGINE (1999) LTD repr & overhaul aircraft eng 765-9718 HERTZ CANADA LTD car rental 765-3822

BUDGET RENT A CAR car rental 491-7366 WEST JET AIRLINES LTD airline 491-5600 CANADIAN REGIONAL AIRLINES 

charters-mice 765-0100

SOUTHERN INTERIOR FLIGHT
CENTRE (1993) LTD airline 765-7776
CARSON AIR LIMITED airline 765-7776 NATIONAL CAR RENTAL car rental

AVIS CAR INC car rental 491-9500 6095 A O G AIR SUPPORT INC 765-9177 BUSINESSES 16

AITKENS CT -FROM BIGGAR RD EAST

1851 Shrieves Tom & Lorraine ⑤ ▲ 762-6337 1854 Grimes David W & Stacey 🗹 🏔 763-7127 860-5829 

HOUSEHOLDS 21 **BUSINESSES 2** 

ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST + BRITANICO RD INTERSECTS
3 Bastian Joe H & Bouwiena 🖭+ 🛦

861-5761 

HOUSEHOLDS 9 ALBERTA CT -FROM 2649 O'REILLY RD

2555 Olsvik Donald S & Susan ®+ 1 763-4052

ALBERTA CT 2560 Gallacher William & E Joanne 9+ ▲ 860-7574 2575 Friend Doug D & Corrine ®+ ▲ 862-2435 Friend Jill C 862-2435 2605 Rodgers Al E & Lynne 🗓+ 0 Wenzel IIII. Bou-5550 HOUSEHOLDS 8

ALCAN RD -FROM 2800 N HIGHWAY 97 3505a ALLMAR DISTRIBUTORS LTD engineering & hdw supplies 491 3505 KELOWNA ROOFING (1984) LTD 491-3000 3530 SPACE CENTRE SELF STORAGE 3535 B C I P INDUSTRIAL PRODUCTS INC

RITE-WAY 3545 AERO STAINLESS LIMITED mfg-restr kitchen. BUSINESSES 6

ALDER CT -FROM 1120 WILSON AV

1320 Hayer Kewal & Surinder 2 🗥 763-6886 1326 Hunter Kelly D 🖾 Hunter Rae-Ann D 76
1328@Sexsmith Sean 86
1332 Drebitt Edward W & Marjone 6 762-3070 861-4457

861-4457 712-0793 1342 Knight Terry 4 🌢 762-6276 Thom Meaghan 762-6276 860-1054 1352-1371 Not Verified (4 Hses) 1379-1385 Vacant (2 Hses)

1379-1385 Vacant (2 Hses) 1391 Lundgren Brent & Michelle 🛛 1397 Not Verified + WILSON AV INTERSECTS HOUSEHOLDS 14 860-2948

ALDON RD -FROM MC CURDY RD NORTH 1001 Johnson Richard R & Linda 🛦 765-0358

1008 Norton Denis H & Marguerite ☑ ▲ FELIX RD INTERSECTS

+ FEIX RU INTERSECTS
1021 Boutin Mike & Bernice [2]... 765
1029 Veila Jo T [2] ♠ ... 491
Uppal Geeta 491
1034 Wasman Brian R & Shawna [2] ♠ 765-6410
1037 Walters Brian G & Corallee ☑ ▲

491-0201 1040 Brown Curtis B & Virginia 🗐+ 🛦 765-1768 1045 Wyatt Mike A & Tammy [7] 765-8704 1046 Vandermeer William C & Leona 9 765-0791

1052 Desabrais Wayne C & Mary 19+ Amtoniuk Leena. 1053 Knorr Anton & Frances [7] ♠ 765-9287
1058 Hansen Brian & Deanna 🖫+
1061 Stewart Robert B & Carol.
1064 Gross A S 🔟 🛦 765-7909
765-4446
1205 Tauber Gordon

1205 Tauber Gordon & Marion ⊞+ ▲ 765-1585 1220 Brett Gregory B & Carol 🕮+ 🛦 765-0240 1225 Mandryk Ted & Rita 🖭+ 🛦 .. 765-7131 1230 Sali Ernest S & Jennie ဩ+ 🛦

765-0072

1243 Skott Gerry II 41
1250 Kepes V S II 70
1255 Barnes John A & Jeanne II 41 1265@Brawdy Dennis A & Rebecca

1240@La France David 1 & Marilyn

ALDON RD

1280 Not Verified

765-1566 1270 Matwechuk G & Rachelle 🖾 765-5177 1272 Not Verified 1275 Rudy Steven & Marilyn 🖫 🛦 765-7790

1295 Martin Myles D & Beverly 19+ ▲ 1300 Efonoff Vera 🗓+ ♠... Efonoff Brian J & Tina 1305 Fenn N & Sheryl 🗓 ♠. 765-8142 1310@Stokes Graham E & Ronda 765-9606

1330 Bennett Robert J & Mihalee 19+ 765-5926 HILLABY INTERSECTS

1335 Tourond B L 🗓+ 🐧
Tourond Brian & Diane 765-9207 765-9207 1355 Nadeau Andy & Sandra A Valliant Brook M.

1355b®Vollman Bonnie 1370 Shewfelt Jeff & Sandra ☑ ▲ 491-0787 1375 Not Verified 1390 Reader Steven B & Lisa 4 🌢

1394 Vacant 1395 Scriver Darrell P & Claudette 19+ ▲ 1397 Vacant

ALEXANDER PL -FROM MICHELE CR SOUTH

+ MICHELE CRES INTERSECTS
2141 Martens Peter & Swetlana
2144 Golsof Linda M 3 ...... 769-5548 2145 Pust Rick K & Patty 3 A 769-6704 2148 Cefelin Otto J & Livia 3 A 769-6572

2149 Kadatz Walter E & Trudy 3 🛦 2152 Willner J T 3 A ..... 769-3974 2153 Not Verified
2156 Mc Leod Frank R & Jennifer 2

2157 Kohlgruber Willi & Margret 3 🌢

2162 Not Verified HOUSEHOLDS 13

ALEXANDRIA WAY (WESTBANK)-FROM SHANNON LAKE RD WEST 2450 Not Verified 2452 Marlow Andy V & Tina 🗵 🛕 2454-2455 Not Verified (2 Hses)

768-7508 2462 Stickler S 2.... 2466 Vacant 768-4226 2468 Smith Mike & Samantha [2]

2469 Not Verified 

2472 Not Verified 2473 Mahannah Jim S & Sheliy 2 6 2474 Borowetz John & Mary 2 1 768-0435 2475 Wipf C 2 768-0135 2476 Not Verified

768-1353 768-7742

DMYTRYSHYN & ASSOCIATES



**OK EXCAVATING** 

ALL SIZES OF ROCK FROM LANDSCAPE TO RETAINING WALL

764-4908 • FAX: 764-2782 709 DEHART RD., KELOWNA V1W 1C8



LANSBURY WAY to LAWRENCE AV

2001 **MEW NEIGHBOR** LANSBURY WAY (WB)
3577 Tocher R G & Mona [2] .... 7.
3578 Parsons Glenn & Michelle [2] .... LAST RD (WB) 768-0092 12@Nickel Stan 14®Trudeau Reg & Rollande. 768-6693 2424 HEADS UP HAIR SALON 2436®Thesien Walter N & Josephine ▲ 768-3747 3581 Veitch R W & Connie 2 768-3498 2441-2443 Not Verified (2 Hees)
2447 Horne D M [2] 
2449 Black L 12 
Beadle Norman
BUSINESSES 2 HOUS 768-5445 768-3325 768-3703 768-3703 HOUSEHOLDS 25 LARGE AV -FROM DUNCAN DR WEST + ST CLARE CT INTERSECTS 1692 Davenport Leslie R & Valerie 2 LATTA RD -FROM MC KENZIE NORTH + MC KENZIE RD INTERSECTS 1235 Vacant
1240 Not Verified
1255 St Louis Bob Z & Dawn 4...
1275 Infanti Lou & Phyllis 4 .... Frederick Patrick J
1747 Hamilton T [2]
+ ST CLARE CT INTERSECTS 765-5879 1295 Pryer P ☑ 1300 Simla Larry & Wendy ☑ ▲ 1748 Not Verified 1763@Elder Kyle V & Chris...... 765 1764 Williams Dwayne A & Marlene 49 765-9891 765-3613 765-1265 765-5536 491-0360 1788 Jones David H & Brenda 🗗 🌢 1331b@Schmidtke Gunther & Agnes 765-7019 + OSWELL DR INTERSECTS
1817 Shkrabuik James A & Phyllis 4 1341 Not Verified + LAKHA RD INTERSECTS 1360a Cormier T 2 765-7135 1818 Not Verified 1818 Not Verified
1829 Walker John G & Laurel 🕘. 765-8469
Walker John C . 765-8469
1830 Not Verified
1841 Mc Grath Ken 🖾 . 491-0569
1842 Gusschuk N P 🔞 . 765-2330
+ DUNCAN DR INTERSECTS 1360b Blaskovits Otto E & Mary Ⅰ 🏚 765-5656 1362-1391 Not Verified (2 Hses) 765-5635 765-5635 765-5635 765-5705 1445 Chauhan Daljit & Manjit ☑ 765-6351
Chauhan Kam 765-6351
1448.Nagra Surjit.S. & Marjit ☑ 765-6351
1448.Nagra Kurwant 765-0722
1448b@Morgant Ellen S
Thompkins John
1456 Clyde J C ☑ 6 765-9440
Clyde H 765-9440
1466 Teather Herbert & Rita ☑ 6 765-8742
1476 EGRESS ENTERPRISES LTD publisher seniors publication 765-6065
Rickard Joel A & C Darlene ☑ 6 765-5164 1878 Not Verified 1890 Tufts David H 🗹 ...... 765-2487 Callioux Bob R ...... 765-2487 765-5164 LARRY RD -FROM 702 KITCH RD WEST 1496-1 Botterill Ron C & Cathy 3 765-3080 1496-2 Vacant 1496-3 Not Verified 1496 Vacant BUSINESSES 1 HOUSEHOLDS 24 LAST RD (WESTBANK)-FROM OLD
OKANAGAN HWY WEST
2400-2409 Not Verified (2 Hses)
2410@Stanford Lillian ... ... 768-9462
2412 Goertzen P Alan [2] ... ... 768-4971
2415 1 Vacant
2 Kennedy R Jack & Vera [2] 768-2724
3 Vacant
4 Renesh Stephen | 179 rk 1011 019 325 HOUSING housing co-operative

768-3060

1 Millar James J & Dalsy 27 768-7380

2 Mc Colman James M & Bernice 2

768-7674
3 Wanbon Gordon H 12 768-2997
4 Southwick Alfred 12 768-7471
5 Cross Helen 12 768-4512

Cannard Murray S & Marilyn 2

768-4512

LAUREL AV -FROM 1099 GORDON DR WEST
970 GLENMORE MILLWORK addl sp 980 CROWN WEST 983 GLENMORE MILLWORK retail millwork
KELOWNA GLASS LIMITED glass windows & doors retail 860-4019
984-986 Vacant (2 Hses) 990 MANGOLD RADIATOR SERVICE radiators 763-2325 + GORDON DR INTERSECTS
BUSINESSES 5 LAUREL RD -FROM 3900 MUGFORD RD
NORTH 400@Mac Kinnon Sheldon J 491-4102 401-404 Vacant (4 Hses)
405 Not Verified 406@Manuel Jay Dee & Emily 491-4751 407 Beale T 491-0403
Blundin C
414 Vacant 416 Rafil Fritz & Astrofel [2]
418-420 Vacant (2 Hses) 421 Carroll D R



LAUREL RD	
435 Pakeman Linda 2	491-9270
437 Seefried Holly	491-0265
444-446 Not Verified (2 Hses)	
448 Vacant	
450 Scott Linda 2	765-2625
Lee Jason	765-2625
455 Bourassa Jackie L 🖾 🌢	765-7982
Modde Randy E	765-7982
+ HARDIE RD INTERSECTS	
HOUSE	HOLDS 19
LAURENCE RD -FROM BENVOUL	N RD
EAST	T doub
1405 PIONEER COUNTRY MARKE	Truk

	EAGI	
	1405 PIONEER COUNTRY MARKE	
	veg stand	762-2544
	1485 Not Verified	
	1519 Kilgren Ted 3	860-2449
	1524 Not Verified	
	BUSINESSES 1 HOUS	EHOLDS 3
	LAURIER AV -FROM 1787 ETHEL	ST EAST
	913 Jones-Sands Sandi	868-8997
	914 Not Verified	
i	924 Kraft Rudy 🖾 💧	763-8776
	925@St Jean A	717-3063
	Mc Kiel S	717-3063
	934 Bowles M S 9+ A	762-4993

	ago filudi wil ish ii	/02-0000
ı	945 Gee S L 🖭+	762-6597
ı	946 Laimana Kalanı P 4 6	
1	947 Not Verified	
ı	953 Klingspon Roger ᡚ+ ♠	762-8502
ı	962 Not Verified	
ı	964 COMFORT LIVING residential I	nousina
ı	970 Lynch William F & Ann 19+ A	loading
Ī		862-8528
ı	972 Not Verified	002-0320
ı		
ı	973 Vacant	
į	979 Not Verified	
	989 Luciw Donald J & Olivia 🖪 角	
	998 Neilsen K 3	868-0655
	+ BOWES ST BEGINS	
	1002@Deleurme W	860-9661
	Deleurme L	860-9661
	1007 Vacant	
	1010 Banziger Emil & Elsa 19+	762-3223

ı	1010 Banziger Emil & Elsa 194 1 /62-3223
	1018-1019 Vacant (2 Hses)
ı	1024 CAPRI SENIORS HOME community
ı	seniors residence
ı	1025 Not Verified
ı	1033 Vacant
ı	1035@Johannesson T L
ı	1040-1045 Not Verified (2 Hses)
ł	
Ī	1053 Vacant
i	1054 Hladilo Doug D 🖭+ 🛦 860-1794
	+ GAGNON PL INTERSECTS
	1069-1089 Vacant (2 Hses)
	+ GORDON DR INTERSECTS
ĺ	BUSINESSES 2 HOUSEHOLDS 22

LAWRENCE	AV -FROM	1 1600	ABBC	π	ST
EAST					
ft CITY OF I	(ELOWNA	PARK.	******	762	-315
215 OFFICE	<b>RUILDING</b>				

Hooms
100 RUSSELL AND ASSOCIATES INS
& FINANCIAL SERVS GROUP
insurance 763-6464
101 MEREDITH ALLAN & ROBINSON
ins adjusters 862-2747
102 ACCURATUS ENGINEERING LTD
eng firm 763-7744
BERGE & COMPANY lwyrs-barrister-
solicitors 762-4222

ŀ	217	I M PARK LOT TWO HUNDRED A	ND
ı		EIGHT public parking lot	
ı	220	CHEETAH'S night club 861	-8458
ı	234	KELOWNA RADIOLOGY CLINIC	
			-4420

	radiology clinic 762-4420
	237 FINER CHOICE IN DINING THE restr
ł	763-0422
I	242 CHRISTOPHER'S STEAK & SEAFOOD
1	RESTAURANT 861-3464
ı	243 C B C RADIO BRITISH COLUMBIA
i	861-3781
ı	AVA OFFICE DUILDING

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212 ➣ 0 Harvey O Avenue, 9 7 Kelowna, > , B.C., 9/ YIY

S

# COMPLETE SECURIT

Windows • Window Guards • Doors • Security Hardware • Sales • Installations #4 - 1905 Evergreen Court, Kelowna, B.C. V1Y 9L4 MARK JONTZ

762-4745

NEW NEIGHBOR	3 - 1778	ACLAND RD to AITKENS OT
CLAND RD cont'd	ADAMS RD cont'd	ADVENTURE RD cont'd Orr Elizabeth
2-3 Vacant (2 Sultes)	221 SHANAHAN'S LTD building specialists	175a Ellis Laurence T & Ann 🗓+ 🗎 765-2126
4 PITNEY BOWES mailing equip	222 ACHTRUSS INDUSTRIES (1998) LTD.	
5 SUNDECK WINDOWS sundeck	765-2907	175b Vacant 180 Young B [2] 6
enclosed skylight765-8100	SUPER JOISTS INC floor joists 765-2907	190 Ens Henry & Mary 191+ 0
11 MISTER DELICIOUS popcorn fety-	245 E & W REPAIRS & WELDING heavy equiptment repair 491-3355	205 Kranepuhi Wolfgang & Edda [2] 6
whol & ret	251 HEARTWOOD MANUFACTURING LTD	765-0189
ille safty fire alarm	wholesele effice 765-4145	Kanepuhl Ingeburg765-0189
TH VACADI	247 OKANAGAN FIRE PROTECTION	210 Not Verified 220 Neitsch David & Michele 📵 🛦 765-5066
21 JET STREAM FOODS INC., 765-4733		225 Humphreys Arthur & Minnie 194765-7155
100 101 COAST WHOLESALE APPL LTD	OTO OKANACANI ROAFFOI DIE SHOPING	230-235 Not Verified (2 Hses)
major electrical home appl765-2421		245 Counsell Ken & Margaret IZI d. 765-0806
surveillance & recording 491-4949	395 KELOWNA MOVERS 765-1125	250-260 Vacant (2 Hsas)
OKANAGAN LOCK & SAFE LTD	I 393 TRAMPOLINE STORE trampoline	265 Palmer Rex 🗐+ 🌢
supplier		275 Not Verified 280 Friesen Henry & Agnes ☑ ▲
15 FIFTEEN TV VCR DIGITRONICS		290 Lesko Ernest H & Helen (2)+ @ 765-7557
repair	464 OKANAGAN HARDWOOD FLOORING	300 Hagel Ronald P & Theresa 19+16
-23 NORGAN FLUID POWER LTD	CO LTD suppliers & Installers 765-2610 ]	765-5351
hydraulics	464 Vacant	305-Bolk Robert A & Hannelore 94- 6 765-0135
25 CEDAR GREEN handcrafted	472 WALLY'S ROOFING (1984) LTD	310 Not Verified
greenhouses gazebo491-3171	486 SAWCHUK DEVELOPMENT CO LTD	315 Wilson Ed & Louise 19+
28 PROCESS PRODUCE packaging of produce	486 SAWCHUK DEVELOPMENT CO LTD	335 Wedel John H 191- A
22 Vacant	7866 CONAG ALIGNMENT PRODUCTS LTD	340 MAURICES PLUMBING plumbing
600 B CREATIVE DOOR SERVICES LTD	765-1907	491-3663
mfg garage doors491-2012	555 KELOWNA WESTERN STAR TRUCK	Poitras Maurice J [2]
103 CENTURY LANE KITCHENS INC	SALES LTD765-5555	Spoljaric Roza L
cupboards & cabinets765-2366	3 ORCHARD CITY MOVERS LTD	350 Harshenin John L & Marlene @765-1568
USINESSES 38	4 F'C AIRODYNE KILNS LTD kiln mig	355 Not Verified
DAMS CT -FROM 590 ADAMS RD EAST.	765-5800	+S DOUGALL RD INTERSECTS
30 COMMAND INDUSTRIES INCasteel	FRANK CONTROLS 1988 LTD kiln	BUSINESSES 2 HOUSEHOLDS 34
faoricators	controls	AGASSIZ RD -FROM 1899 AMBROSI RD
HARMONY HOMES contr765-5191	555 Vacant	EAST
HARMONY CO-ORDINATION SERVICES	J & K CUSTOM WOODWORKING	
LTD consultants765-5191	cabinets	+ BARLEE RD INTERSECTS
Room Numbers	and instl	AIRPORT WAY -FROM HWY 97 N EAST
1_JETRUK DISTRIBUTION CO LTD	-590a OKANAGAN TREE & LAWN CARE	AIR B C CARGO freight cargo
freight distr	spray & pest control765-8784	AIR B C CARGO Ireight a cargo
	LODIAL DULLIATE ELD.	SKYWAY GIFT & NEWS765-2928
2 KINDERSLEY TRANSPORT LTD	7-030-04311111-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	SKYWAY RESTAURANT & LOUNGE
491-0387	LTD	765-3292
2 TIGER COURIER INC courier serv	600 WEATHERDEK INSTALLATIONS INC	OKANAGAN AERO ENGINE repr &
765-8063 4 Vacant	vinyl waterproofing decking 765-5575	overhaul aircraft eng765-9718 OKANAGAN PRECISION MACHINE LTD
550 REIMER HARDWOODS LTD hardwood	613 PUROLATOR COURIER LTD courier	machine shop765-1611
& plywood retail	services	HERTZ CANADA LTD car rental
75 OKANAGAN TRACTOR & EQUIPMENT	BOSHNESSES SU	765-3822
(1988) LTD765-9765	ADDISON RD -FROM THACKER NORTH	BUDGET RENT A CAR car rental
SBO R & R REINFORCING LTD sup & insti	3113@Zoobkoff Peter W & Elizabeth &	765-9882
reinforcing	3113@2000x011 Peter W & Elizabeti 3	WEST JET airline
710 SUNDIAL RECYCLERS new-used structural steel		CANADIAN REGIONAL AIRLINES
BUSINESSES 11	3143@Schmidt Troy N & Lee Ann 6	airlines765-9912
ADAMS RD -FROM 2015 SEXSMITH RD	769-5298	GREYHOUND AIR airline 661-8747
NORTH	3163-3170 Not Verified (2 Hses)	NORTHERN AIR SUPPORT LIMITED
105 CENTRAL VALLEY TRUCK SERVICE	3189@Gregov Zeliko	aircraft charters-mice
LTD765-7738		6191 SOUTHERN INTERIOR FLIGHT CENTRE (1993) LTD sirling 765-7776
124 101 CAMCO CARBIDE & STELLITE	ADVENTURE RD -FROM 165 VENUS RD	CARSON AIR LIMITED airline765-7776
SPECIALIST cutting tools	NORTH	NATIONAL TILDEN car rental 765-2800
125 CONVOY SUPPLY LTD constn material	104 Bond Robert J & Darlene 🗓+ 🌣	AVIS car rental491-9500
roofing siding765-144	105 Edwards Les W & Jackie 19+ 0	BUSINESSES 16
172 FALCON SCAFFOLD & SHORING	765-2719	AITKENS CT -FROM BIGGAR RD EAST
765-232	3 110 Not Verified	
174 J C OFFICE TRAILERS LTD 765-134	)   116 Azama Mahabu & Etsuko 12 a.765-5179	1851 Shrieves Tom R & Lorrains 2 4
185 BONANZA MEAT PKRS LTD 765-974		1854 Grimes David W & Stacey 2 6
194 CENTRAL WATER SEWER &	125 BELGO ELEMENTARY SCHOOL 765-8900	1854 Griffles David VV & Statesy in 18
SERVICES LTD water & sewer sup wholesale		1858 FIVE STAR JANITORIAL SERVICE
205 NORELCO CABINETS (1989) LTD	Rowen Gerald & Patricia	
765-212	1 134 Vacant	Higgins Lloyd R & Janice 21 868-3068
214 PEARCE JAMES CONTRACTING LTD	+ BENCHVIEW RD INTERSECTS	1862 Neale Rick P & Jane 🗷 860-5829
geni contr	3   140@Bembenek J	1863 Pearson Brian C & Tracy [2] &
ARCAN ENTERPRISES LTD geni contr	146 Vacant	860-0086
nate effects including phonicing the	6 146b@Harper K	1866 Patten J Clar & Ardith [2] ♠763-4104
215 STEELS INDUSTRIAL PRODUCTS LTD bldg material wholesales		1874 Krueger Peter B & Noreen 2 6
217 FALCON MANUFACTURING LTD mig	158 Husch Nick & Frieda 图+ 6785-8096   3   160 Voss Erna M 图+ 6765-5446	1 10 111

#### COMPLETE SECURIT DOORS! DOORS! DOORS! Windows • Window Guards • Doors • Security Hardware • Sales • Installations 1898 4055 762-4746 MARK JONTZ #4 - 1905 Evergreen Court, Kelowna, B.C. V1Y 9L4 131 LANFRANCO RD to LAURIER AV WNER M NEW NEIGHBOR LAUREL AV cont'd cont'd LANFRANCO RD + OSWELL DR INTERSECTS 1817 Shkrabulk James M & Phyllis 2 A BUSINESSES 8 46 Not Verified 47 Mc Bain A A A ... 48 Brown H G 18 A ... -6662 -BED-6254 LAUREL RD -FROM 3900 MUGFORD RD -8295 49 Timlick R Grant & Marion ® & 1818a@Sweetnan Daniel & Daphne 765-8560 NORTH 400 Not Verified 401 Vacant 765-7472 -8630 0-7118 2-3301 1842 Gusschuk N P ...... + DUNCAN DR INTERSECTS BEST 407 Vacant 2.3301 1853 Vacant 1854 HUMMINGBIRD LAWN & 57 Not Verified 860-3451 **9-**9360 1-6088 -6830 63-9015 Callioux Bob..... 1893 Vacani 62-4573 1896@Stiglic G...... BUSINESSES 1 491-2556 427 Vacant HOUSEHOLDS 17 Tabor M-6 765-9494 LARRY RD -FROM 702 KITCH RD WEST 63-3419 100 730a-730b Vacant (2 Hses) 740 Alseth Y D 191+ 2 ........ 750 Vacant 63-1049 .... 860-8102 2-0379 9+ **A** 2-9288 HOUSEHOLDS 1 -9369 LATTA RD -FROM MC KENZIE NORTH HOUSEHOLDS 19 -7234 + MC KENZIE RD INTERSECTS LAURENCE RD -FROM BENVOULIN RD 104-106 Vacant (3 Apts) 107 Cobham Arthur H [2]..........717-0750 63-7234 EAST 1405 PIONEER COUNTRY MARKET 0-7487 -9291 62-6453 62-6453 1331b Vacant 1341@Eichorst Arnold & Anna △ ..... 491-2625 -8371 LAURIER AY -FROM 1787 ETHEL ST EAST 63-1920 913 Vacant 914 Groholski Bob & Krystyna (2).....762-3268 + GORDON DR INTERSECTS BUSINESSES 5 HOUSEHOLDS 180 -6162 -3447 LOSE4 LANGFORD RD -FROM 470 HIGHWAY 33 5005 -6119 -8025 1448b Not Verified 1456@Clyde Doug & Jane &.............765-9440 1466@Teather Herbert & Rita &......765-8742 2-3893 ⊞ ▲ Tambellini Bonnie......765-7520 -6675 1476 Vacant 1496-1 Botterill Ron C & Cathy ......... 765-3080 1496-2 Vacant 1496-3 Michaud Dan.......491-3583

1496-Vacant

LAUREL AV -FROM 1099 GORDON DR

970 GLENMORE MILLWORK addi sp 980 AVOS MOTORS sis serv parts 763-2015 983 GLENMORE MILLWORK retail millwork 752-3011 INNOVATIVE SPEAKERS DESIGN

990 MANGOLD RADIATOR SERVICE

radiators ......+ GORDON DR INTERSECTS

HOUSEHOLDS 23

...... 763-2325

1053@Banihen Tim.....

240 Talnaka Ken & Vivian 1914 6 765-7024
260 Hermann M [Z] 765-4284
280 Vacant

LARGE AV -FROM DUNCAN DR WEST

1786 Jones David H & Brenda 🗵 🏟

HOUSEHOLDS 12

+ MADSEN RD INTERSECTS

+ST CLARE CT INTERSECTS

1692-1747 Vacant (4 Hses) + ST CLARE CT INTERSECTS 1748 Not Verified

1-6384

-9063

-5141

9243

-0243 -0537 -6604

-53B4

-1160

-1586

1-8774

-5375

-0045

1854 Under Consta
1858 LOT SITE ONLY
1859 Under Consta
1862 Under Consta
1863 Under Consta
1860 Under Consta
1870 Under Consta
1874 Under Consta
1874 Under Consta
1878 Under Consta
1878 Under Consta
1878 Under Consta
1879 Under Consta
1870 Under

TD

29-A

500d RODIAK DRYWALL 765-3033 505 CENTRAL CITY HARDWARE (1980) LTD 765-5127 613 PUROLATOR COURIER LTD courier services 387-3027 1 HOUSEHOLD 30 BUSINESSES

ALAMEDA CI -FROM 655 CLIFTON RD NORTHEAST

• BRITANICO RD BEGINS
3 Bastlan Joe H & Bouwlen 19 + • 861-5761
4 Fowler Tom 12 • 868-2016
5 Reid Robt D & Kathy J • 763-2819

ALDON RD -FROM 182 FITZPATRICE RD SOUTH

1008 Norton Denis H & Marguerite A 2 -765-4840
1001\*Johnson Rick & Linda
• FELIX RD INTERSECTS
1021\*Boutin Mike & Bernice
Boutin Bernice
1029 Vella Jo T 2 491-0009

Hurren Deanne 491-0009

Uppal Gleta S 491-0009

Uppal Gleta S 491-0009

1034 Walsh Rick & Edna 🗟 765-6277

Walsh Kevin 765-6277

Walsh Sandl 765-6277

1037#Walters Brian & Corallee ● 491-0201

SALEM? v Car Wa Wash ales & Service

Gertsmar

2

131

Free Estimates Erback, Owner

rina O

456

5 6 860-1069

ECTS W ORSO RD EAST

] **5** 860-2987 362-9474 -4401 3411 bel E **S** 

y D 3 763-0155

J & Edith W 🗵

G & Mary E 81-8815 S & Eleanor L 4

J & Bernice

& Phyllis 4

& Jean R 3 6

R & Agnes & Connie V

& Lourdes

ice 3 o

30-9198

763-9886 762-8939 762-2878 860-3623 ZERO ADULT 861-4860 3609

861-5137

7191 . . . .

0 1

M M a

■ • 783-8442 Erika 4

ice 4 861-9284 lelen A 3 0

■ 862-2584 by A & Elsie G ■

& Hedy 3

### RUTLAND TIRE SERVICES L

Mobile Service - High Speed Balancing - Farm - Passenger - Truck Automobile Repair & Tune-Up - Brakes - Shocks - Lube & Oil - Computerized Alignments

2759 Hwy. 97 N. V1X 4J8

Phone 861-6688, FAX 861-5120

1993 103

\* NEW NEIGHBOR

LANFRANCO RD—Contd

13 Mac Lachlan Jim & Marion 2
362-8972

14 Gage Gordon R & Shirley M 5 © 861-1834

15 Meadows Norman N 4 © 861-9056

16 Dickson William R & Myrna Y 2 © 861-5547

16 Dickson Myrna Y 861-5547

17 Welmer Rodney 4 © 763-7245

18 Fournier John M & Valentina 5 © 861-5074

19 Liesemer E M 5 © 861-4789

20 Lesmeister W G 5 © 762-3263

21 Krowchuk Donald & Madeline 6 © 861-3879

22 Vacant

23 Della Siega Leda 4 © 861-4592

24 Butler James C & Genevieve M 5 © 861-3842

25 Drister Reinhart & Delores J 3 © 861-9589

26 Vacant

27 Dane B A 6 © 762-0009

28 Langley V 4 861-5175

29 Smith George J & Fiorence M 3 661-6088

30 Young J J 6 © 861-8376

31 First J K 6 763-5259

32 Sproule John D & Irene G 6 © 763-6810

33 Pugh Geoffrey E & Sue 6 © 861-4768 Figure John D & Irene G 3 m 763-6810 Not Verified varant Hubay James & Violet ② ● 825-5015 Landon Lyle C & Edith E ④ ● 862-5143 sc2-5143
Landon Colleen J 862-5143
Holitzki P-2 862-3927
Vacant
Curren Fred J & Phyllis M 4
862-3582
Patterner Pattenaude R H 🖾 🙃 862-5981 Pattenaude R H 🖾 🗣 862-5981

Vacant

Not Verified
Ritson John W & M Dorothy 🗗 😂
861-9234
Shatto S 😰 862-8862
Vacant

Powell L 🙋 763-3982
Vacant

Moller R & Lilitan 🗗 📽 862-8481 52 Vacant

53 Moller R. & Lilitan (4) © 862-8481

Link B C (4) © 862-8377

55 Not Verified

56 Oldekamp Gerrit & Ursula (4) 862-8306

57 Bruynzeel M K (3) © 862-8946

58 Larusson Joe & Irene (4) © 862-9007

59 Meyer Ed & Gladys (3) 862-9503

60 Creurer Allan J & Mary (4) 862-9667

61 Lilles Norman M & Marjorie N (4) © 862-2930

62 Watter George & Jean (4) © 861-9008

63 Kennedy Martin W & Nancy A (5) © 861-8704

64 Vacant 64 Vacant

65 Craig Gordon & Bernice S ● 861-4498
66 Ross Daniel W & Lily K A ● 861-7078

67 Shieron Erwin P & Betty A ● 860-4620
68 Romanchych W 1 27 → 860-4620

967 Borezz M ® 768-8458

Deschatelets Christie 763-8456

Deschatelets Robert 763-8456

967 Not Verified

978 Ryan Terry & Anne ② 763-9015

999 Kulak Egon & Rita M ® + 762-4573

BARBERRY ST BEGINS

1007 Krain Cornelius ② + 763-3419

1020 MEADOWS THE condominiums 860-4475

1 Mcleod Allan R & Pat A ⑤ 860-4475

1 Mcleod Allan R & Pat A ⑥ 762-2379

3 Lamontagne Ulric & Therese ⑥ 762-9228

4 Schwab Paul & Edna H ⑥ 762-2205

6 Schell Albert & Arpah E ⑥ 763-5141

5 Moore John & Lillian ⑥ 762-2205

6 Schell Albert & Arpah E ⑥ 763-6141

763-7234

7 Walsh Lloyd D & Melante ⑥ 800-7487

9 Riddell Malcolmi & Shirley ② 6

862-9291

10 Carson Robert J & Constance ② 68 9 Riddell Malcolmi & Shirley 2 © 862-9291
10 Carson Robert J & Constance 2 © 762-6453
11 Turner Eugente 9 860-7486
12 Doig George S & Margaret I 4 762-6451
13 Vacant
14 Grant Gordon 3 & Eileen 6 © 762-9097 13 Vacant
14 Grant Gordon B & Eileen B @ 762-9097
15 Gasset E @ 860-6162
16 Luxford Wm W & Helen B @ 762-7447
17 Crombie M B @ 860-0584
18 Wawrzynoski Joseph & Stephanie 2 @ 860-5006
19 Nordquist M A @ 868-1058
20 Ashworth Wm S & Hazel D B @ 861-6119
21 Aikenhead Ernest R & Edna M @ 861-6119
21 Aikenhead Ernest R & Edna M @ 861-6125
22 Not Verified
23 Garvin Terry H & Loretta V @ 769-2828
24 Züke Dan & Vera B @ 861-6036
25 Schreve Peter D & Lila J 2 862-3037
26 Gauther Alphonse A & Thelma D B @ 861-6036
27 White Karns A & Rita S 2 @ 769-3332
28 Cass M B B @ 762-2135
29 Mc Krae R @ 860-1030
30 Crosby G Ron & Kathy @ 862-9063
30 Crosby Heather 862-9063
30 Crosby Jan 862-9063

30 Crosby Heather 862-9063 30 Crosby Ian 862-9063 32 Lofto Eugene C & Joan M 6 © 32 Lofto Eugene C & Joan M € 

862-8243
3 Mayer Ed & Irene 🖺 861-4186
34 Parenteau Leo & Alice 💆 ● 861-604
35 Finucane James A & Francena 🗗 ●
762-5384
36 Mahoney Ron & Maureen 🗷 ●
37 Schostak M 🖫 ● 860-3582
38 Piercy C M & Mildred 🗐 ● 861-1160
39 Moreau Leslie B & Ida C 🗒 ●
762-7213

861-4968 Salter Alfred L & Rita D 🖫 💿 50

Salter Allten & S60-2767
Caldwell Wm R 860-2767
Boyko Joe & Mazie 🖽 © 880-7656
Walsh Kenneth G & Süzanne J 🖫 Walsh Academic Sci. 7130 861-7130 Zuk E Ø ● 860-2249 Gordon W & Jean L 🗷 ●

Vacant Blais Paul A & E June 4 6 860-3451

Vacant Collins 1 M 🗗 🖷 862-8948

862-2862 • GORDON DR INTERSECTS 172 HOUSEHOLDS 3 BUSINESSES

LANGFORD RD -FROM 470 HIGHWAY

• MADSEN RD INTERSECTS 16 HOUSEHOLDS

LARBY RD -FROM 702 KITCH RD WEST 730a Vacant

730b x Vacant 730b x Belvich Morris & Nina E 868-3810 740 Alseth Y D 191 + 860-8102 750 Santo John A & Jennifer M 191 ⊗ 861-7738 3 HOUSEHOLDS

ū LAUREL AV -FROM 1099 GORDON DR SOUTHWEST

961 BONANZA MEAT PACKERS LTD 961 BONANZA MEAT PACKERS LTD
768-9741
970 RIGHT WEIGHT SCALES 861-5989
980 AVOS MOTORS sis serv parts 763-2015
983 GLENMORE MILLWORK SHOPS
984 KELOWNA TUNE UP 763-0542
986 INGVARSSONS HOLDINGS
990 MANGOLD RADIATOR SERVICE
radiators 763-2326
GORDON DR INTERSECTS
5 BUSINESSES

LAUREL RD -FROM 3900 MUGFORD RD

NORTH

400\*Mc Nuity S 785-9322
Hibbs Robin 765-9322
Hibbs Robin 765-9322
401 Vacant
402 Not Verified
403. Gosse Dan & Trish S 3 765-4403
Slattery T 765-4403
404\*Price B 491-0115
405 Topham Dale 2
407 VALLEY DELIVERY SERVICE 765-6221
408 Bernal Shirley 2
409 Bernal Shirley 2
410 Conley Rock S & Carla 2 491-0191
412\*Egeland Darcy & Cheryl 491-0185
414 Hawkin Janet L 3
415 Sandbach 2
418 Konkin Tom J 3 765-2594
420 Roberts Shella 3
421 Tacan Ethel D 3 491-1786

67 Shieron Erwin P & Betty 4 
860-4820
88 Romanchych W L 4 
862-2558
89 Not Verified
70 Criffel Ida 2 
765-6919
712 Kalyta Steven & Albertine 
763-6837
72 Cunningham R 4 
861-8566
73 Krezan Bill W & Mary Ann 4 
762-8285
74 Gallaway Jim & Margo 1 
861-7192
75 Alternan Ernest & Barbara 1 
762-8285
76-77 Vacant (2 Apts)
78 Robbins Jack & Marian 2 
868-8630
79 Buckland G L 4 
868-8630
80 Yandel Eleanor 3 
762-8301
81 Hall Thomas R & Dorothy 3 
868-8630
82 Kwasnek Michael M 2 
861-3460

15

ΔV





### AMATIC KELOWN

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#9 - 1691 Powick Rd., Kelowna, B.C. V1X 4L1

762-3446 or 762-9800

# ACLAND RD -FROM 120 OLD VERNON RD NORTH

Calona Wines Warehouse 765-1734
2250 Esso Building Products of Can Ltd 765-9711
2340 Roco Dynamics Inc 765-4111
2350 Warnaar Steel Tech Ltd 765-8800
2450 B C Tel Warehouse 765-4127
White Trucks Warehouse
2455 Ellison Elementary School 765-8104
Ellison Primary Sch 765-5051

#### ADAMS CT -FROM ADAMS RD NORTH

630 Exel Metal Fabrication Ltd 765-3111. 635 Harmony Homes contr 765-5191 Harmony Co-Ordination Services Ltd consultants .765-5191 .765-5191 Annex Express del serv 765-3922 Direct Express del serv 765-3666 Public Freightways 765-4400 Universal Diesel Prods 765-3666

# ADAMS RD -FROM 3015 SEXSMITH RD NORTH

NORTH

105 Central Valley Truck Service Ltd 765-7738
125 Weldwood Of Canada Sales Ltd 765-4161
135 Cornell Doug Ofc 765-6284
174 Eberle Contracting Ltd genl bldg 766-4466
185 Foremost Foods Ltd 765-4104
Amundrud G J Distributing milk distrs 765-3030
194 Central Water Sewer & Services Ltd water sup
sys 765-5186
205 Norelco Cabinets Ltd 765-2121
Norelco Sales Ltd kitchen cabinets 765-1540
214 Pearce James Contracting Ltd mech contr
765-3233
Arcan Enterprises Ltd bldg contr 765-3246
Quest Contracting 765-343
215 Russwood Construction Ltd 765-3168
217 Falcon Manufacturing Ltd 765-6455
221 Vacant
222 Acutruss Industries Ltd 765-2907
251a Century Cabinets Inc 765-2907
251a Century Cabinets Inc 765-2955
251b Tru-Form Industries Ltd counter tops 765-1677
395 Shanahans Ltd 765-5255
472 Wally's Roofing (1984) Ltd 765-4333
550 Vacant
555 Bill's Equipment Repair Ltd 765-4044
590a Kodiak Insulation Ltd contrs 765-2611
590b Rutland Moving & Storage 765-2988
590c Kodiak Insulation Ltd contrs 765-5127
630 Excel Metal Fabricators platers 765-3111

### ADVENTURE RD -FROM 165 VENUS RD NORTH

NORTH

104. Bond Robt J @ 765-7236
105. Edwards Les W @ 765-2719
110. Wagner R B Mrs @ 765-2899
116. Ettel Gordon @ 765-6469
122. Penner Larry @ 765-3129
125. Kelowna Christian. Center 861-3238
128. Gulkiewich Anton @ 765-7169
134. Flack Frank @ 765-2206
134. Flack Frank @ 765-2206
140. Avender Rick @ 765-9877
146a Weninger Glen 765-3334
146b\$Phelps Gerry H 765-3841
152. Syrnyk John @ 765-8508
168. Husch Nick @ 765-8508
168. Husch Nick @ 765-806
169. Voss Erna @ 765-5446
175a Ellis Laurence T 765-2126
175b No. Return
180. Larochelle Wayne @ 765-2631
190. Ens Henry @ 765-6204
195. Szigeti Attila 765-3389
205. Gullivan Allen @ 765-512
210. Regamble Wiif @ 765-7086
220. No. Return
225. Humphreys Herbert A @ 765-7155

220 No Return 225 Humphreys Herbert A ® 765-7155

230 Thacyk Gerry F © 765-8466
235 Freiter Julius © 765-8344
245 Wright G Don © 765-8344
245 Wright G Don © 765-8715
250 Forsythe Malcolm R © 765-5038
280 Labrosse Andre E © 765-0495
285 Palmer Rex © 765-7555
275 Matsuda Fumiko Mrs © 765-7898
Matsuda Helen
280 Friesen Henry J © 765-0829
290 Lesko Ernest H © 765-7557
300 Hagel Ron P © 765-5351
305 Bolk Robt A © 765-0135
310 No Return

315 Bolk Rott A © 765-1155
310 No Return
315 Wilson E D 765-9665
335 Wedel John H © 765-6108
340 Draper Norman G © 765-7375
350 Harshenin John L massage therapist © 765-1568
355 Tomyn Wm © 765-1745
S DOUGALL RD ENDS

#### AGASSIZ RD -FROM 1899 AMBROSI RD EAST

BARLEE RD INTERSECTS

.29

### ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST

3 Bastian Joe H @ 763-6912
4 Becker Stanley @ 763-6609
5 Strege Heinz @ 860-5547
Froemgen H 762-2857
8 Cameron Al @ 861-5851
9 Paul Joseph M @ 763-7008
12 Goughnour Barry R @ 860-8131
13 Spicer John H @ 762-6902
16 Plaxton John @ 763-90404
17★Calvert Geoffrey @
20 Rojem Ernest @ 763-6655
21 Topf Dieter @ 762-9059

# ALBERTA CT -FROM 2649 O'REILLY RD WEST

2565 Abrahams C E 763-9663 2570 Aleggerman Austin 763-2829 2605 Rodgers Al 860-0105 2620 Whitehead Frank 860-5946

#### ALCAN RD -FROM 2800 N HIGHWAY 97

3505 Borden Insulation Services Ltd 765-1454 Kelowna Roofing (1984) Ltd 765-4441 3530 Space Centre stge 765-4125 3535 Innovative Mill Construction Ltd 765-4135 3545 Vacant -8570 Industrial Building Industrial Building -8670 Industrial Building
Unit Numbers
1 Interior Plastics Supplies Ltd 765-6336
3 Kelowna Industrial Plastics Ltd 765-4243
4 Kelowna Industrial Plastics (Addl Sp)
5 Kelowna Industrial Plastics (Addl Sp)
3575 Kelly Douglas (Whse)
Kaycan Ltd 765-4411

### ALDER CT -FROM 1120 WILSON AV SOUTH

1320 Surinder 1326 Smith Larry 860-0183 1328 Debor 1328 Debor 1332 Beerwald Peter K @ 762-6241 1336 Mc Neill Joyce @ 763-7359 1340 Wilton Mildred S Mrs @ 763-3981 1342#Night Terry ® 762-6276 1346 Harris Lee H @ 763-1397 1346 Harris Lee H ◎ 763-1397 1352×Jacobson Linda 1359 Cotton Glen A ◎ 763-5204 1365 Nickel Jo-Arne L ◎ 763-0597 1371 Ratkowski Joseph ◎ 763-1620 1379 Caragata Darcy ◎ 763-6890 1385 Mitschke Glen K ◎ 763-3878 1391 Cote Gilles 762-5661 1397 Jensen Dale H 763-9957 WILSON AV INTERSECTS

# ALDON RD -FROM 182 FITZPATRICK RD SOUTH

1008#Adam P

900TH

1008★Adam P
1008 No Return
1034★Waish Rick 765-6277
1040★Vorodawka John 765-8468
1061 Grave J ● 765-7846
1215 Mc Roberts Jim ● 765-1585
1220 Brett Gregory ● 765-0240
1240★Kitsch Drew ● 765-0240
1240★Kitsch Drew ● 765-0240
1240★Kitsch Drew ● 765-0342
1210★Myrhaug C K 765-0475
1225 Mandryk Ted ● 765-7131
1230 No Return
1243 Devries Wm ● 765-0948
1046★Van Der Meer Wm ● 765-0791
1250 Kepes J G ● 765-6987
1255 Barries John A ● 765-2857
1055★Hansen Brian ● 765-8594
1265 Johnson Roy 1 ● 765-7211
1270 Munday Jack ● 765-7211
1270 Munday Jack ● 765-7211
1270 Munday Jack ● 765-721
1270 Bailey Brian 765-0163
1275 Rudy Steven ● 765-7790
1280 Herring Robt G ● 765-7556
1295 Sirota David ● 765-8167
1300 Efonoff W ● 765-8142
1300 Efonoff W ● 765-8142
1305 Bowman T ● 765-0012
1325★Hoffman Jamle ● 765-5872
1330★Bennett Robert ● 765-1201
1335 Tourond Edmond ● 765-9207
1355 Tan Anne ● 765-2039
1370★Todd Albert ● 765-9294
1375 White Con ● 765-7894
1390★Smith E L ● 765-9294
1375 White Con ● 765-7892
1394★Wabon Kevin 765-5823
1395 Scriver Darrell P ● 765-7620
1397★De Fehr Alice ● 765-9200
1398 Harding Walter ● 765-0281

# ALEXANDER AV -LOCATED WITHIN SHASTA TRAILER CT 3745 LAKESHORE RD ,

35 Tubbs Nettie ◎ 762-5467 36★Olson S ◎ 763-8507 37 Raeside Wm ◎ 763-5200 70 Wain Mamle Mrs ⑨ 763-5368 71 Schleppe Joan Mrs ⊚ 762-3438 72 Trach Stan ◎ 763-0559 73 Ell Lilian ◎ 762-8759

#### ALIN CT -FROM 185 KRIESE RD WEST

# ALLSTAR CT -FROM 655 LEATHEAD RD SOUTH

445 Kelowna House 763-1355
101 Schmidt Leah 762-3230
102 Thomson 763-7511
103★Heywood Wm Rev 762-9709
104 Mann Robt J 763-0813
105 Russell Geo ⊚ 763-1355
106 Dipasquale Wm ⊚ 762-5068
107 Nash Victor K ⊚ 763-8342
108 Blechel Jack F 762-0576
109 Dragland Glen 762-4841
110 Kinakin Ken 860-5797
111 Hughes E M ⊚ 860-4721
112 Christianson Olive E Mrs ⊚ 860-9717
201 Vacant 112 Christianson Olive E Mrs e 201 Vacant 202 Hoover S 763-1348 203 Wilson Agnes 763-1710 204 Snyder Selkirk ⊕ 860-9776 205 Klaws Richard ⊕ 763-2844 206 Dunbar D E 860-9570 207 Nelson Uno V ⊕ 860-7023

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763-3430

# LAKEVIEW ST -FROM 1369 BERNARD AV SOUTH

1519 Mowell D. 762-6024 1537 Mockford Edward F. 763-8426 1547 Wark Albert N @ 763-2970 1563 Kelly Clifford C @ 762-0453 LAWRENCE AV INTERSECTS.

# LAMBERT AV -FROM 1453 HIGH RD WEST AND EAST

AND EAST

1401 Foster Wm S © 762-0837

1402 \*\*Loudoun K A © 762-9991

1413 Fettman A Doug © 763-9890

1416 \*\*Hennessy Doug 762-2178

1429 \*\*Harding T Lynn © 762-5388

1432 Scrafton Richd J © 763-3905

1449 Fuhrmann Arden 763-2284

1450 \*\*Willson Murray D © 860-1959

1468 Imada Gerald T © 762-9771

1469 Adam Eldred L © 762-7692

1479 Imthorn Construction 763-2830

Imthorn J Henry © 763-2830

1489 \*\*Acterke Shawn © 763-2047

HIGH RD INTERSECTS

1511 Clarke Kenneth D © 762-5493

1527 Hamm A 763-9961

1528 Forster Dwayne © 762-4273

1538 Ritchie Ralph R © 762-9496

1539 Last Margt I © 762-9446

1551 Hillian Geo A © 762-4467

1562 Black Barrie N © 763-3802

1556 Horkoff Fred J © 762-8640

1551 Hillian Geo A © 762-4467

1562 Black Barrie N © 763-2983

1576 \*\*Owens Brad J © 762-5172

FINEHURST CRES ENDS

1594 Skoreyko John G © 763-3601

1603 Miller Bernadette J © 763-3708

1604 Portsack Harry G © 763-3670

1609 Campbell Richd B © 763-3708

1604 Portsack Harry G © 763-3670

1605 Campbell Richd B © 763-3708

1606 Portsack Harry G © 763-3670

1606 Campbell Richd B © 763-3770

1606 Campbell Richd B © 763-3770

1607 Klonteig Howard G © 762-3348

1676 Dahle Thos F © 763-3277

1681 Heffernan J A © 752-8008

VAN ST ENDS

### LAMBLY PL -FROM 1359 S HIGHLAND DR

1361 Martin Howard S © 762-4827 1365 Detarjany Ernest O © 763-7910 1369 Roosenberg Herman © 762-2541 1373 Kane M E © 763-3938 1377 Kjaerbaek Hans © 860-9338 Kjaerbaek Monique Mrs

#### LANDIE RD -FROM 640 SWORDY RD SOUTH

LANDIE RD -FROM 640 SWOR

3510 Weider Victor A @ 762-4921
3511 Jeske Otto @ 762-8074
3517 Mieszkalski Henry @ 762-5990
3519 Seufert Joseph A @ 763-7182
3520 Landie S @ 762-3630
3521 Mikotic Ivan @ 763-1740
3522 Fraser John @ 763-6252
3523★Franc Randy 763-9018
3534 Bacon David E @ 763-7443
3553 Lowden Wayne @ 860-9377
3560 Russo Amedeo @ 762-8927
3563 Hunt Arthur 860-4215
3568 Klotz Phil @ 762-3993
3574★Sheath Wanda @ 763-805
3560 Pucci Sam @ 763-7419
3586 Lehmann Arth @ 762-4902
3592 Filice John @ 762-9932
3593 Tangaro S 860-1069
3597 Light W J @ 762-2012

# 3599 Singular Barry 763-1456 BECHARD RD INTERSECTS

# LANFRANCO RD FROM 3389 CASORSO RD

# LANGFORD RD -FROM 400 E HIGHWAY 38 NORTH

145a x Richard Sariena 765-7712 145b Monti Daria 765-8655 150 Fedorchuk Allan 765-1352 150b No Return 155 Bennett Herman E @ 765-6383 160 Lao Louis ® 765-3392 YAMAOKA COURT INTERSECTS 175 Adolf Gus L ⊗ 765-6069 186 Banham Ernest W ● 765-6558

190 Sugie Sam I ● 765-7201

215 Chaykowski Nettie Mrs ● 765-6474

220 Tambellini B ● 765-7520

220b No Return

235#Harasin Wm G ● 765-7024

240 Tainaka Doug K ● 765-6849

260 Hicks Marlow ● 765-7291

280 Modern Concrete 765-6840

Friedrich Reinhardt ● 765-6940

295 Buday John ● 765-9050

300 Davey Wilfred C ● 765-7426

MUIR RD ENDS

MADSEN RD ENDS

#### LARRY RD -FROM 760 KITCH RD WEST

730a Jones Iris N 860-4611 730b Belcourt Pearl 860-8464 740 Alseth Y 860-8102 750\*Santo John A @ 861-7738

# LAUREL AV -FROM 1099 GORDON DR SOUTHWEST

961 Bonanza Meat Packers Ltd 763-9741 980 Northside Steel Fabricators Ltd shipping 763-4721 983 Northside Steel Fabricators Ltd 763-4721 984 Vacant 986 Radian Mechanical Inc 861-4636 988 Masters Refrigeration & Appliance Service Ltd refgr sls & serv 763-5002 990 Mangold Rad-Air Services 763-2325 GORDON DR INTERSECTS

# LAUREL RD -FROM 3900 MUGFORD RD NORTH

400 \* Utz Edith 401 \* Mc Lean Elysa 785-3549 402 No Return 403 Szabo Frank 765-7754 404 No Return 405 No Return 406 No Return 406 \* Demore R 407 \* Quigley S C 785-8493 408 Reid C 765-4037 410 St Martin Jeannette 412 Hallett Camille G 765-7334 414 Wreggitt Donna 412 Hallett Camille G 765-733
414 Wregitt Donna
416 Morrison Susan. 765-4237
418 #Lumsden Evelyn 765-2864
420 #Schneider R 765-3263
421 #Leland Grace 765-4479
423 Lewis Robin 765-3194
425 #Zimmer Marianne
427 Thiebert George
433 Huston B 765-6347
435 Jackson C 765-3907
437 #Carson Juanita 765-8968
444 No Return
446 #Mc Pherson Debbie
448 No Return 448 No Return 450 No Return 455 Degreen Ingrid V @ 765-7265 HARDIE RD INTERSECTS

#### LAURENCE RD -FROM BENVOULIN RD EAS

1515 Kilgren Ted W @ 860-2449 1524\*Laberge L 762-3299 1595 Bremner Grant @ 860-1094

#### LAURIER AV -FROM 1787 ETHEL ST EAST

913 Rutley Bill @ 860-0036 913 Rutley Bill © 860-0056
924 Apartments
1 Vacant (Apts 1-3)
3 t West Lea
4 No Return
5 t Agostino Nick 860-4712
925 Melrose Neil © 763-0927
934 Bowles Albert R © 762-4993



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### SIGNS, DECALS SCREEN PRINTING

ADVENTURE RD—Contd
220 Zvonsrich Mary © 765-6714
225 Humphreys A Herbert © 766-7155
230 Thacyk Gerry F © 765-8466
235 Freiter Julius © 765-8344
245 Wright G W © 765-8715
250 Forsythe Malcolm R © 765-5038
260 Labrosse Julian © 765-0495
255 Falmer Rex © 765-7555
275 Matsuda Fumiko © 765-7898
260 Friesen Henry © 765-0829
290 Lesko Ernest H © 765-7557
2007-Hagel Ron © 765-6351
305 Bolk Robt A © 765-0135
310 No Return 310 No Return 315 Smith Danl P @ 765-7627 355 Tomyn Wm @ 765-1745 S DOUGALL RD ENDS

1977

84

29

4166

RICH |

765-9787

65-5191

ORTH

ntr

3246

765-2907

765-167

28 NORTH

5 5127

37 AGASSIZ RD -- FROM 1899 AMBROSI RD EAST

BARLEE RD INTERSECTS

ALAMEDA CT -FROM 655 CLIFTON RD NORTHEAST

3 Bastian Joe H @ 763-6912 4 Becker Stanley @ 763-6609 5 Strege Heinz @ 763-1335 8 Hunt Don @ 763-8082 9 Paul Joseph M @ 763-7008 9 Faul Joseph M © 763-7008 12 Goughnour Barry R © 860-8131 13 Spicer John H © 762-6902 16 Morrison Gerald G © 762-8885 17 Dickran Geo T © 763-8419 20 Rojem Ernest: © 763-6655 21 Topf Dieter © 762-9059

ALCAN RD -FROM 2860 BLK N HIGHWAY 97

3505 Borden Insulation Services Ltd 765-1454 3539 Space Centre Mini Storage stge heehold coml 765-4125 760-4120 3535 Interior Mill Construction Ltd industrial equip

3535 Interior Mill Construction Ltd industrial equ & sups 765-4135 Regent Construction Co (1974) Ltd 765-4135 3570 Buildings 1 Interior Plastics Supplies Ltd 765-6336 3 Kelowna Industrial Plastics Ltd 765-4243 4 Henry's Mobile 765-3737 5 Inland Farm Sales 3575 Pacific Produce Co Ltd 765-1492

K & G Pool Products Ltd 765-5171 Mendows Pools Ltd 765-5171

ALDER CT -FROM 1100 BLK WILSON AV SOUTH

1320 Steadman Gordon D @ 763-8963 1326 #Smith Barry 762-4568 1326 #Smith Barry 762-4568 1328 #Gabor Magdi 762-0017 1332 Beerwald Peter K 762-6241 1336 Mc Neill Joyce 763-7359 1340 Wilton Mildred 8 Mrs © 763-3981 1342 #Pratt Fredk 860-7335 1842±Pratt Fredk 860-7335 1346 Hubenig James © 763-4768 1852±Vass Joseph 763-5127 1859 Cotton Glem A © 763-6204 1835 Nickel Jo-Anne L © 763-0597 1371 Ratkowski Joseph © 763-1620 1379 Caragata Wm © 763-3004 1385 Mitschke Glen K © 763-3878 1391 Hay Garth 763-3306 1397±Kennedy Barry 763-5090 WILSON AV INTERSECTS

ALBON RD —FROM 182 FITZPATRICK RD SOUTH

1240 Angus Ian © 765-9264 1243 Morris Wm © 765-9264 1250 Young Stephanie © 765-4387 1255 Barnes John A © 765-2857 1250 Young Stephanie © 765-4387
1255 Barnes John A © 765-2857
1265 Johnson Roy I © 765-7211
1270\*Mac Dougall Hector 765-2885
1272\*Buchanan Dave 765-598
1275 Rudy Steven © 765-7790
1280 Herring Robt © 765-7596
1295 Sirota David © 765-8167
1300 Efonoff Wm © 765-8142
1305\*Olsen Glen 765-0732
1310 Glaser Albert © 765-8221
1310 Glaser Albert © 765-8221
1330 Jennens Robt A © 765-2204
1335\*Tourond Edmond © 765-204
1355\*Tan Anne © 765-239
1370 Gunther Henry P © 765-8860
1375 White Con © 765-8200
1395 Scriver Darrell P © 765-7620
1397 Defehr Henry 765-9200
1395 Scriver Darrell P © 765-7620
1397 Defehr Henry 765-9200
1398 Handing Walter © 765-0448

ALEXANDER AV —LOCATED WITHIN SHASTA TRAILER CT 3745 LAKSSHORE RD

35 Tubbs Nettie @ 762-5467 35 Tubbs Nettis @ 762-5467
36 Brown Gordon @ 860-8920
37 Rasside Wm @ 763-5200
70 Wain Ernest H @ 763-5368
71 Schleppe Lawrence P @ 762-3438
72 Trach Stan @ 763-0559
73 Lanctot Duane M @ 763-9454
Lanctot Pauline H

ALIN CT -FROM KRIESE RD

140 Kent Dave V ⊗ 765-0414 145 Rowan Ed ⊚ 765-0458 160 No Return 165 Schafer Leonard ⊚ 765-0542 175 No Return

ALLSTAR CT —SOUTH FROM 655 LEATHEAD

Kelowna House
101xAtherley W 763-5617
102 Relkey Keith D © 763-3075
\*\*Xohnson Heather 860-7607
104 Lommer
105 Russell Geo © 763-1355
106 Sutton
107 Nash
108xMc Kee T Dale 762-6437
109xSullentich B J 763-3978
110xPeters James A 763-7953
111 Evans Margt ©
112 Christianson Wilfred E © 860-9717
201 Robson Jennifer L 762-7483
202 Skrobel Bruce © 860-1749
203 Bates Charles W © 762-6724
204 Snyder Selkirk © 860-9776
205xKlaws R © 763-2844
206 Coates J 860-9343
207 Nelson Uno 860-7023
208 Fox O © 860-9780
209 Johnson Dorpthy L © 860-7078
210 Semper A A 860-0982
211 Dunstan
212 Esslinger Irma 860-9550
301 Salorana B © 860-9676 211 Dunstan
212 Esalinger Irma 860-9550
301 Salornaa B © 860-9676
302 Ruff Theresa A © 860-9676
803 Mc Creary L © 860-3281
304 Eskola Armae E © 860-9679
305 Guest G Bert 860-6014
206 Catterall Doris M Mrs © 860-9720
307\*Harmae S E 763-1113

308\*Derickson Barbara 763-5950
309\*Boehn Darrell © 860-8682
310 Bedford Wayne R 762-6237
311\*Ellison Zelda 763-1414
312\*Storgaard B 860-8685
Vancouver House
113\*De Schutter B 762-7971
114 Blasko V 762-4558
115\*Buckna Tony
116 Miller Hazel S 860-9685
117 Harcksen Wm © 860-9689
118 Brown C 762-5850
119 Mayes Allan 763-3092
120 Klug Walter 762-9219
121\*Mitchell S 762-8763
122 Powers Dave 763-1691 122 Powers Dave 763-1691 123±Ninow Ruth E © 762-9127 124 Beil M F 860-5233 125 Vacant 213 Robinson C E 860-9695 213 Robinson C E 860-9695
214 Fennig Richd 860-5610
215 Ramsay H S 860-9697
215 Scotzmann L 860-9698
217 Sayee M G 860-9701
218 Mc Dougall Hazel M © 86
219 Maxted Phillip E 860-9705
220 Willer Russell A 765-3402
221 Mayzes C L 860-9619
222\*Elyzen Rene © 763-6639
223 Charlton E 860-5128
224 Thome
313 Beauregard C G 860-9748
314\*Evans Wm G 763-7924
315 Vacant
316\*March Larry R 860-7554

314\*Evans Wm G 763-7924
315 Vacant
316\*March Larry R 860-7554
317 Fokker B E 860-9713
318\*KSimonson James 860-9773
318\*KSimonson James 860-9773
319 Burgess Wm J 860-9712
320\*Deleurms C 763-9022
321 Wolovich John © 860-3778
322 Taylor Robt © 860-9714
323 Berger
324 Casey C 860-9716
Danjou House apartments
126\*Kloss Chen 762-8321
126\*KZaharik Phillip 860-5403
127\*Haftner J 762-8321
126\*KZaharik Phillip 860-5403
127\*Haftner J 762-8355
128 Kusch Anthony G © 860-9647
129 Meyer Harry G 860-8829
130 Hicks Dorothy © 860-3714
131 Mc Guiness John © 860-9754
132\*KGuidi Steve 860-1468
133 Goertzen John P 860-9640
134 Edwards L M 860-9649
135 Miller K A 860-9641
136 Vacant
137 King 136 Miller K A 860-9641
136 Vacant
137 King
138 Vacant
225 Kearton V 860-9651
226 Van Tighem
227 St Cyr Robt 860-9785
228 Drewlo Emil 762-9760
229\*Trockstad Irene 860-6193
230\*Ross Michl 762-6159
231\*Fenwick L S 763-9329
232\*Jones T 860-9517 231±Fenwick L S 763-9329
232±Jones T 860-9517
233 Dick A M 860-6943
234±Renaud A
235±Chambers Chris 860-3180
236 Wojchuk Paul 860-8805
237±Ali Gloria 763-0647
238 Jezersek S 860-9639
325 Strimer E 860-8526
326 Murr M F 860-9742
327 Berry Richd © 860-9604
328±Shemley Wm 860-9634 328\*Shemley Wm 860.9634 329\*Gunther M 762.3193 330 Brogden F 860.9656 331\*Clowes U 860.0673 333 Ferris E @ 860-9603 ent R 860-9365 334\*Froment R 860-3365 335 Huether Benj 860-5347 336 Mc Kay Jack @ 860-7833 337 Vacant 338\*Charnaw D H 763-8445



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# FREEZER MEAT AND DELICATESSEN 857 ANDERS ROAD, LAKEVIEW HEIGHTS SHOPPING CENTRE

769-4895

**EUROPEAN MEATS** 

LAKESHORE RD—Contd
4440 No Return
SHERWOOD RD BEGINS
464 Robinson James A © 764-4276
4479 Rickards F R © 764-4543
4489 Rogers Roland 764-7095
La Rue Paul F © 764-4806
ELDORADO RD BEGINS
4509 Benniett Robt © 764-7908
4519 Mc Geachan Thos 764-7908
4519 Mc Geachan Thos 764-8254
KNOWLES RD ENDS
4520 Cunnington Robt L © 764-4702
4529 Little Joseph © 764-4671
4530 Lang Murray © 764-4865
4539 Metrral Walter © 764-7390
4540 Hammer Betty S © 764-7390
4540 Hammer Betty S © 764-7361
4579 Graves Errol A © 764-4470
MC CLIRE RD BEGINS
KETTH RD BEGINS
KETTH RD BEGINS
4600 Mission Market gro 764-4838
4601 Jester's Antiques The 764-4446
4602 Total Self beauty shop 764-8838
Okanagan Mission Post Office 764-8838
604 Hall Donald W © 764-7812
4609 Apsey Normen T © 764-406
4619 Saint Andrews Anglican Church
Saint Andrews Parish Hall & Thrift Shop
4638 Lakeshorte Inn Gasthaus & Catering 764-7282
4639 Surtees Ursula Mrs © 764-4816
4944\*Porter Robt S © 764-4483
COLLETT RD ENDS
CHIGHTON RD BEGINS
CHIGHTON RD BEGINS
CHIGHTON RD BEGINS
VIEW CREST DR BEGINS
VIEW CREST DR BEGINS
VIEW CREST DR BEGINS
VIEW CREST DR BEGINS
UPLAND RD BEGINS
UPLAND RD BEGINS
BRAELOCK RD BEGINS
BRAELOCK RD BEGINS

LAKEVIEW ST —FROM 1369 BERNARD AV

LAKEVIEW ST —FROM 1369 BERNARD AV SOUTH

1519 Brenzil Gordon 1537 Needham Doug ⊚ 763-0430 1547 Duncan Thornton J ⊚ 762-3394 No Return 1563 Kelly Cyril C ⊚ 762-0453 LAWRENCE AV INTERSECTS

### LAMBERT AV —FROM 1453 HIGH RD WEST AND EAST

AMBERT AV —FROM 1453 HIGH RD WEST
AND EAST

1401 Foster Wm S © 762-0837
1402 Cooper Daryl B 762-2195
1413 Pettman A Doug © 763-9890
1416 Addison Lovisa C © 762-0704
1429 Harding Lynn T © 762-5388
1429 Scrafton Richd J © 763-3905
1449 Fuhrmann Arden 763-2284
1450 Vaccant
1468 Imada Gerald T © 762-9771
1469 Adam Eldred L © 762-7692
1479 Imthorn J Henry © 762-7157
1469 Imthorn J Henry © 762-7157
1469 Imthorn J Henry © 762-7157
1469 Imthorn Nick © 763-2630
Imthorn Nick © 763-2630
Imthorn Nick © 763-2630
1511 Clarke Kenneth D © 762-5493
1527 Hasenuik Bill © 762-4148
1528 Porco Marie A © 762-5324
1536 Ritchie Ralph R 762-9496
1536 Ritchie Ralph R 762-9496
1536 Ritchie Ralph R 762-944
1549 Gatter Ronald C © 763-3802
1565 Horkoff Fredt J © 762-9640
1551 Hillian Geo A © 762-467
1562 Black Barrie N © 763-2983
1576 Sewerin Gerhard 860-7502
1534 Skoreyko John G © 763-6601
1603 Miller Bernadette J © 763-3708
1604 Proteack Harry G © 763-4870
1609 Campbell Richd B © 762-9644
1626 Pich Peter D © 763-5839

BRENT PL BEGINS BKENT PL BEGINS
1646 Smith Justus M © 763-7719
1661 Webb Albert W © 763-4600
1666 James Leslie L ©
1671 Klonteig Howard G © 762-3348
1676 Dahle Thos F © 763-3277
1681 Hefferman Geo A © 762-8008
VAN ST ENDS

#### LAMBLY PL -FROM 1349 S HIGHLAND DR SOUTH

#### LANDIE RD -FROM 640 SWORDY RD SOUTH

LANDIE RD —FROM 640 SWORDY RD

3510 Calderwood Robt H Rev © 762-5805

3511 Jeake Otto © .762-8074

3517 Miskosky Henry 762-5990

3518 Seufert Joseph A © 763-7182

3520 Landie Lance W © .762-3630

3521 Mikotic Ivan © .763-6252

3523 Mondar Adam © .763-6252

3523 Mondar Adam © .762-3486

3528 Jeinic Ivan © .763-6252

3523 Mondar Adam © .763-6252

3523 Mondar Adam © .763-7443

3553 Lowden Wayne © .863-9377

3560 Russo Amedeo © .762-8927

3563 Deptuck Ronald © .762-0635

3568 Under Constn

3580 Pucci Salvador © .763-7419

3580 Pucci Salvador © .763-7419

3580 Lebrus Born Arth © .762-0832

3592 Filice John © .762-0832

3593 Mc Kennie J Thos © .762-8157

3597 Len's Construction .762-4311

Tschritter Leonard © .762-4311

BECHARD RD INTERSECTS

# LANFRANCO RD —FROM CASORSO RD EAST

838 Cieckievic Lerry © 763-1666 842\*Longere Debbia 843 Cukic Omar © 763-1219 644 No Return. 856 Lapeyre Peter J 762-8630 857\*Smith Ken 871 Lindner Herman © 763-3624 880 Parkhurst Steven 763-6488 889 Desi Drywall 890 Parkhurst Brent 763-0944 928 Ladielau Kuspi L © 763-6136 936 Sordahl Dwaine 763-0055 937 Alton K D 762-4917 937 Alton K D 762-4317 967 Broszcz Wm © 763-6456 969 Van Laak Richd © 762-7429 969 Van Laak Richd @ 762-7429
984 No Return
988\*Lindgren Wendy 762-2371
995\*Wasylenko Bill
995 Kulak Egon @ 762-4673
1003 Gies Raymond A @ 763-2127
1007 Krahn Cornelius @ 763-3419
1008 Fulmek C @ 860-2770
1011 No Return
GORDON RD INTERSECTS

### LANG RD -FROM HOLLYWOOD RD

LANGFORD RD --FROM 400 BLK E HIGHWAY 33 NORTH

145a Adolf Karin 765-3085 145b Monti Daria 765-8655 150\perpension February 765-1174 155 Bennett Herman E @ 765-6383 160\perpension Bayne P A 765-9476 YAMAOKA COURT INTERSECTS 175 Adolf Gus I. @ 765-9689 175 Adolf Gus L @ 765-6069 185 Banham Ernest W @ 765-6558

190 Sugie Sam I © 765-7201
215 Chaykowski Nettie Mrs © 765-6474
220\*Banfill L © 765-7698
220b No Return
235 Whittle Brian © 765-0184
240 Tainaka Doug K © 765-6849
280 Thicks Marlow © 765-7291
280 Modern Concrete Ltd 765-6940
Friedrich Reinhardt © 765-6940
295 Buday N © 765-9050
300 Davey Wilfred C © 765-7426
MUIR RD ENDS
MADSEN RD ENDS

### LARRY RD —FROM 800 BLK KITCH ED WEST

730a Jones Iris N 860-4611 730b No Return 740 Alseth Yvonns 360-8102 750\*Harrison Larry ® 860-4381

# LAUREL AV —FROM 1000 BLK GLENMORE ST SOUTHWEST

961 Bonanza Meat Packers Ltd 763-9741 970-980 Northside Steel Fabricators Ltd shipping 983 Northside Steel Fabricators Ltd 763-4721 986 Peterson's Automotive Trim 763-1646 990 Barr & Anderson (Interior) Ltd 762-4817 GLENMORE ST INTERSECTS

### LAUREL RD -FROM 3900 MUGFORD RD

33

400 Vacant
401 \*\*Gunson B 765-7679
402 No Return
403 \*\*Anderson Diana 765-0183
404 No Return
405 No Return
406 \*\*Mc Dermott D 765-0450
407 No Return
408 \*\*Larson L R 765-2095
410 Vacant
412 Stinchcombe Mike 765-8023
414 \*\*Kiss E 765-7591
416 Rundis Doug 765-0168
418 Vacant
420 Schiewe Eug 765-4231
421 \*\*Wigley Phillip A
423 Bendell Shirley
425 \*\*Walsh Michl P 765-2864
427 \*\*Beck Allan 765-8302
433 \*\*Teather Ruth 765-7132
435 No Return
437 \*\*Cobb Wayne C 765-5682
444 \*\*Elanchette L J 765-0649
446 Vacant
448 No Return
455 Mc Beride Shirley Mrs @ 765-1870
HARDIE RD INTERSECTS

### LAURENCE RD —FROM BENVOULIN RD EAST

Kilgren Ted © 860-2449 \*Eden Don Ø 762-7943 Richardson Walter

#### LAURIER AV -FROM 1787 ETHEL ST EAST

913\*Duncan Margt 913\*Duncan Margt
924 Apartments
1\*Champoux Theresa 762-7835
2\*Christesen Sheila 762-5694
3 No Return
4 No Return
5\*Willey Dean 763-8419
925 Riedel Paul M @ 762-4286
934 Bowles Albert R @ 762-4993
935\*Lingi Arth @ 762-6333
945 Plonka Alex 762-3593
946\*Budzyna Michl @ 763-0274



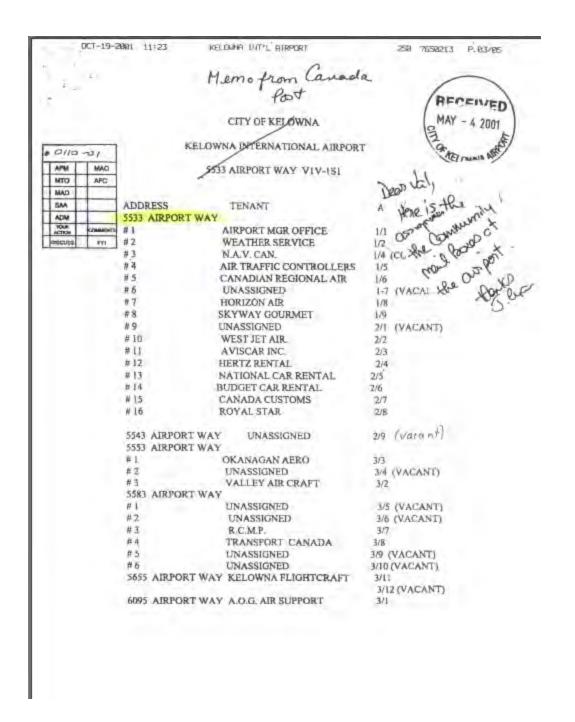
D DEALER

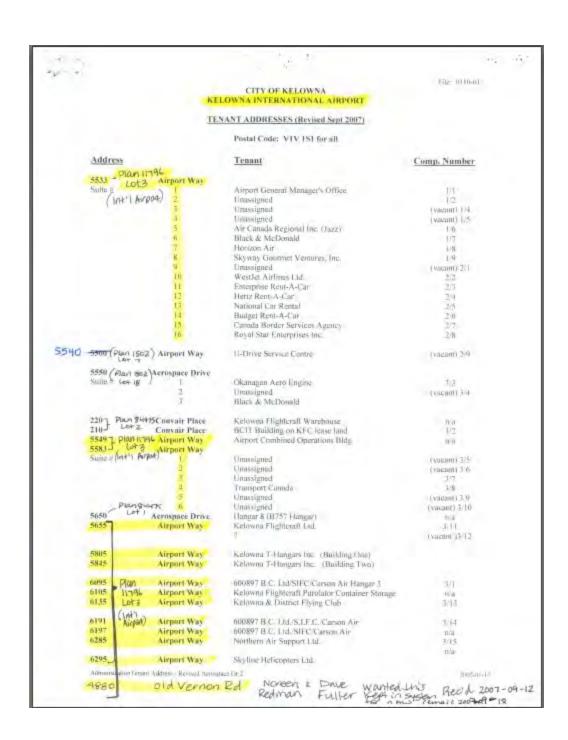
RK

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**APPENDIX F: Groundwater Wells** 





#### Water Wells

#### Legend

#### Groundwater Wells - Class

WELL\_CLASS

- Water Supply
- Monitoring
- Dewatering/Drainage
- Geotechnical
- Closed Loop Geoexchange
- Injection
- Recharge
- Remediation
- Unknown

# Groundwater Wells - Licence LICENCE\_STATUS

Licensed

....

0 0.20 0.41 km

1: 10,000

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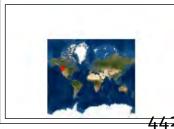
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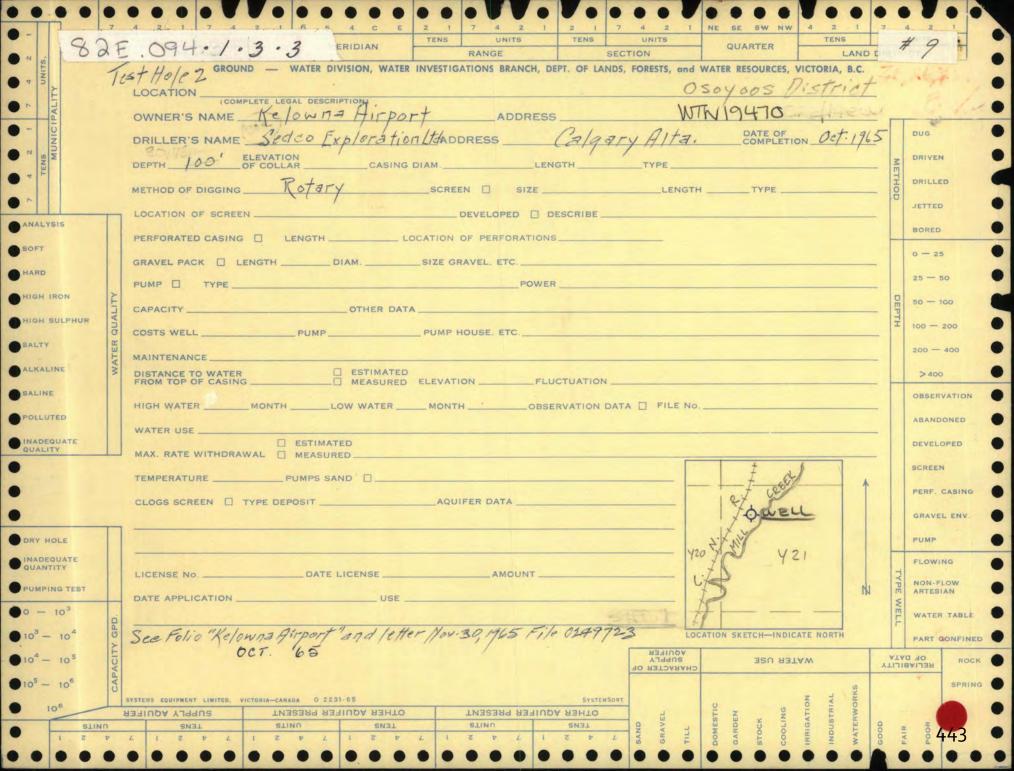
Datum: NAD83

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary

Sphere

#### Key Map of British Columbia





FROM TO DESCRIPTION NAME  O 14 Silty Sand 477 WM  14 44 Clay, calcareous light olive grey 13,41 MM  O 15	PPM
Cochondre Hard  14 44 Clay, calcareous light olivegrey 13,41 mm  TOTAL BACTERIA  COLOUR DOUR  TASTE  Co  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Remarks  Cichondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  Mg  No  Cochondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Co  Mg  No  Cochondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Co  Mg  No  Co  Mg  No  No  No  Co  So  Co  TEST BY  DATE  FILE No.  SPECIFIC CAPACITY  PERMIABILITY  NO  STORAGE COEFF  TRANSMISSIBILITY  B  E  REMARKS  E  E  Corbonate Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  No  STORAGE COEFF  TRANSMISSIBILITY  B  E  E  Corbonate Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  STORAGE COEFF  TRANSMISSIBILITY  B  E  E	
Cochondre Hard  14 44 Clay, calcareous light olivegrey 13,41 mm  TOTAL BACTERIA  COLOUR DOUR  TASTE  Co  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Remarks  Cichondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  Mg  No  Cochondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Co  Mg  No  Cochondre Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  Co  Mg  No  Co  Mg  No  No  No  Co  So  Co  TEST BY  DATE  FILE No.  SPECIFIC CAPACITY  PERMIABILITY  NO  STORAGE COEFF  TRANSMISSIBILITY  B  E  REMARKS  E  E  Corbonate Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  No  STORAGE COEFF  TRANSMISSIBILITY  B  E  E  Corbonate Hard  Magnesium Hord  Fe  SO2  Co  Mg  No  No  STORAGE COEFF  TRANSMISSIBILITY  B  E  E	
14 44 Clay, ealcareous light olivegrey 13,41 m  TOTAL BACTERIA  COLOUR ODOUR  Fe SO2  Co Mg  No  TASTE  PUMPING TEST SUMMARY  TEST BY  DATE FILE NO.  SO4  SPECIFIC CAPACITY PERMIABILITY  NO3  STORAGE COEFF TRANSMISSIBILITY  B REMARKS  E  Mognesium Hord  Fe SO2  Co  Mg  No  K  HCO3  CC  SO4  SPECIFIC CAPACITY PERMIABILITY  NO3  STORAGE COEFF TRANSMISSIBILITY  B  REMARKS  E	
44 58 " with Silt interbeds 17,08 m COLOUR ODOUR SO2  TASTE CO  TASTE  PUMPING TEST SUMMARY  TEST BY  DATE FILE NO.  SPECIFIC CAPACITY PERMIABILITY  NO3  STORAGE COEFF TRANSMISSIBILITY  REMARKS  FE  FE  SO2  CO  Mg  NO  K  HCO3  CO  SO4  SPECIFIC CAPACITY PERMIABILITY  NO3  B  REMARKS  FE  FE  SO2  CO  Mg  NO  Mg  NO  TEST BY  DATE FILE NO.  SO4  SPECIFIC CAPACITY PERMIABILITY  NO  STORAGE COEFF TRANSMISSIBILITY  B  REMARKS	
TASTE  TASTE  TASTE  TASTE  TO Fine to Med. Silty Sand  24,08 m  PUMPING TEST SUMMARY  PUMPING TEST SUMMARY  HCOS  CO3  TEST BY  DATE  FILE NO.  SPECIFIC CAPACITY  PERMIABILITY  NO3  STORAGE COEFF  TRANSMISSIBILITY  B  REMARKS  E  CO  Mg  Mg  No  No  R  REMARKS  E  E	
TASTE  TASTE  TASTE  Co  Mg  No  R  HCOs  CO  Mg  No  K  HCOs  CO  Mg  No  K  HCOs  CO  TEST BY  DATE  SPECIFIC CAPACITY  PERMIABILITY  NO  STORAGE COEFF  TRANSMISSIBILITY  B  REMARKS  E  Co  Mg  No  K  HCOs  CO  SO  A  STORAGE COEFF  TRANSMISSIBILITY  B  REMARKS	
PUMPING TEST SUMMARY  PUMPING TEST SUMMARY  REST BY  DATE  SPECIFIC CAPACITY  PERMIABILITY  NO3  STORAGE COEFF  TRANSMISSIBILITY  B  REMARKS  REMARKS  PUMPING TEST SUMMARY  K  HCO3  CO3  SO4  NO3  STORAGE COEFF  TRANSMISSIBILITY  B  E	
PUMPING TEST SUMMARY  PUMPING TEST SUMMARY  REST BY  DATE  SPECIFIC CAPACITY  PERMIABILITY  NO3  STORAGE COEFF  TRANSMISSIBILITY  B  REMARKS  REMARKS  PUMPING TEST SUMMARY  K  HCO3  CO3  SO4  SO4  SPECIFIC CAPACITY  PERMIABILITY  NO3  B  E	
TEST BY	
TEST BY	
79 84 Silt  25,60 vm  DATE	
79 84 Silt  25,60 vm  DATE	
SPECIFIC CAPACITY PERMIABILITY NO3  SO4  NO3  STORAGE COEFF TRANSMISSIBILITY BERMARKS  REMARKS  E	
84 100 Med to Fine Sand (Slight Artesian 30,48m REMARKS TRANSMISSIBILITY BE	
Total Dis-solids	
Total Dis-solids	
Total Alkalinity	
Suspended Solids	
OTHER DATA	
SIZE ANALYSIS. ETC.	
CARD BY J.B. DATE DEC. 1965	
CARD BY DATE	
SOURCES INFORMATION	

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OX 306, STN. A KELOWNA, B.C. V1Y 7N8



PHONE: (604) 769-3408

(604) 762-1362

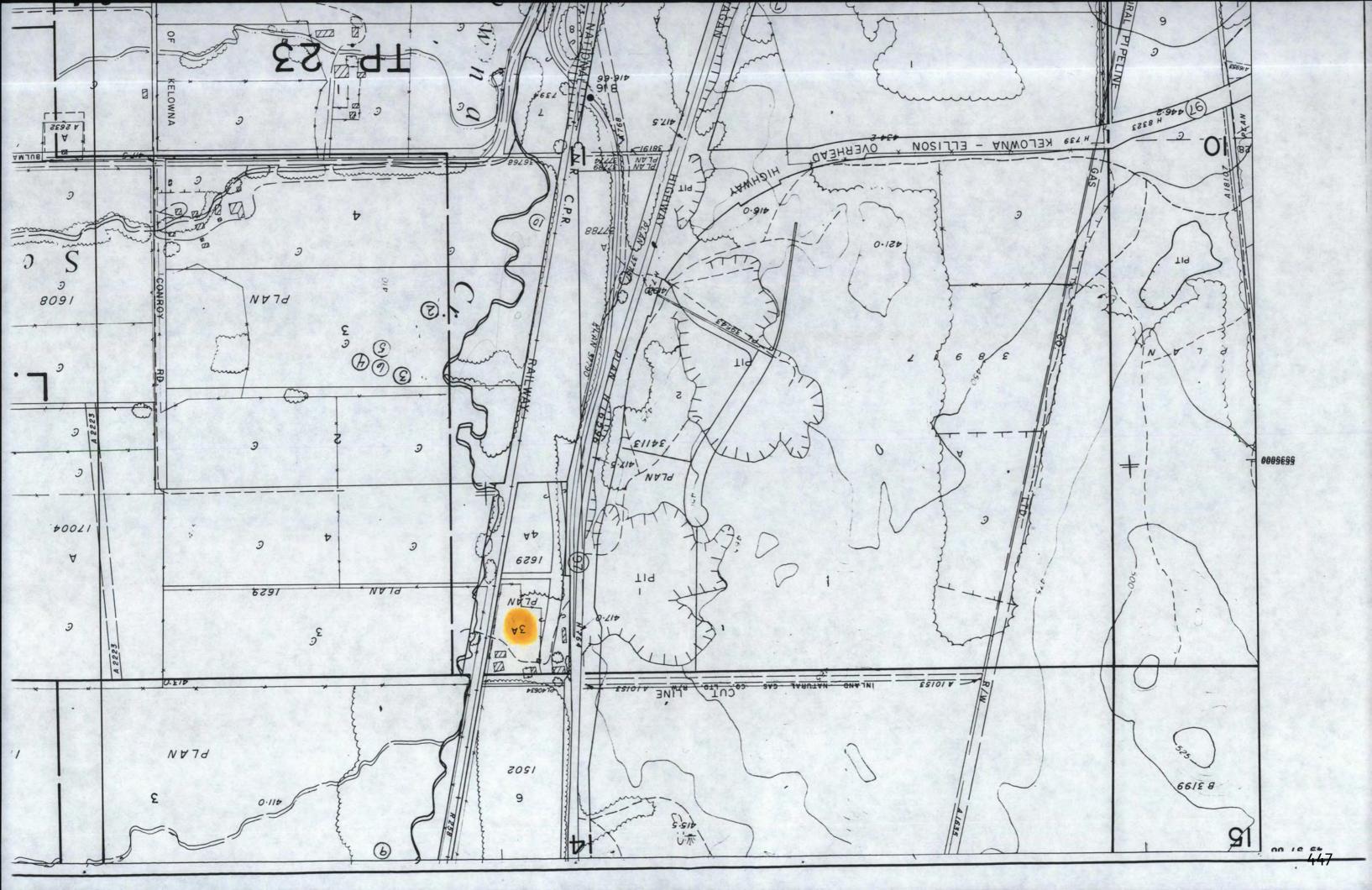
Nº 1777

Name: T-C Ranch C/o Don Moshta  Address: Hwy = 97 North Kelauna B.C.  Address:	DATE: Spudded July 9 93 Completed July 10/93 Rig # One Other Equip.
WELL LOCATION: LotPLDL	DEPTH: Overburdon 38 ft. Tool Push Bedrock ft. Driller Rocky Parton
PROPOSED USE: Domestic Industrial Municipal   Other	Total 38 ft. Roughneck Tom Cranda.
TYPE OF WORK: Owner's number of well, (if more than one)  New Well Air Rotary  Deepened Rotary  Reconditioned Jetted  Liner Installed Pressure Fractured	FORMATION DEPTH FROM TO
DIMENSIONS: Diameter of well 6 inches Diameter of well 38 ft.  Depth of completed well 38 ft.	2 8 Sand with some grave
CONSTRUCTION DETAILS: 6 9/8 Diam. from ft. to ft.  CASING INSTALLED: 6 9/8 Diam. from ft. to ft.  Welded V 6 9/8 Diam. from ft. to ft.	8 38 Water bearing sand with some gravel.
PREFORATIONS: Yes No Type of perforator used	
Manufacturer Johnson Tmperial.  Type Wire Wound Stamles Model No.  Diam. 6 Slot Size from 34 ft. to 38 ft.  Diam. Slot Size from ft. to ft.	
GRAVEL PACKED: Yes No Size of Gravel	WEN OWNER:
Material Used In Seal Steel Cosing and Price Shae Method of Sealing strata off Drive Shae and Casing Harmer	has been completed in accordance with the contract and all material used has been of top quality.
PRODUCTION DATA AT TIME OF DRILLING:  Static Level 8	GENERAL REMARKS.  Upon completion of well meets the requirements of Bylaw Cord 176
Recommended Max. Pump Output GPH  Water Clear Coloured Silty Sandy  Duration of test Hrs.	

THE COMPANY WILL NOT BE HELD RESPONSIBLE FOR PUBLIC LIABILITY OR PROPERTY DAMAGE CAUSED BY FLOWING WELL WASH OUTS OR ANY OTHER MISHAPS.

ALL MATERIALS SHALL REMAIN PROPERTY OF CAPRI DRILLING UNTIL ACCOUNT IS PAID IN FULL.

Legal Description: Lot Plan			
	Lan		
Tamship _	Range	Section	
Type of well	Domestre 1		
	Irrigation [		
	Waterworks [		
1 1. (1 )			
Location Sket	<u>-</u> h		
Location Sket	ch		
Location Sket	<u></u>		
Location Sket	ch		
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Location Sket	zh		

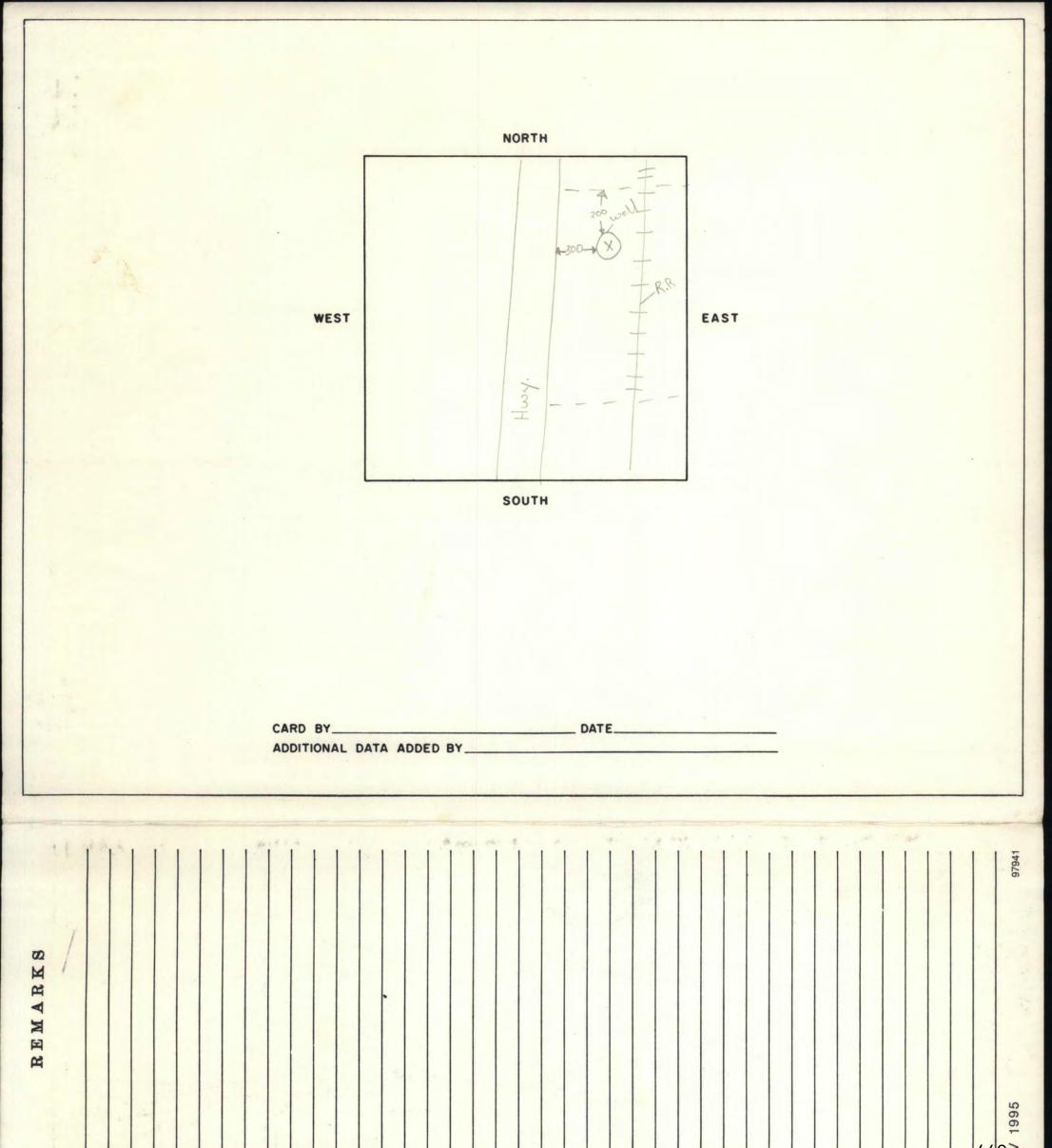


MAP 0826.094.1.3.3

WTN 62059

WELL NO. 0/3

DESCRIPTION: LOT 3A SEC. 1 TP. 23 R. D.L. LAND DISTRICT DESCRIPTIVE LOCATION Hwy 97 KELOWNA LICENCE  OWNER'S NAME T.C. Ranch % Don Moshta ADDRESS N Kelowna.  DRILLER'S NAME COPTION DESTINATED CASING DIAM. 65/8 LENGTH 38'	DATE DATE DATE DATE DATE DATE DATE DATE	Z X Y NO,  NAT. TOPO. SHEET NO.  PRODUCTION TEST SUMMARY  993  TEST DURATION OF TEST DRAWDOWN  PLETION OF TEST SPECIFIC CAPACITY STORAGE COEFF.
CHEMISTRY		LITHOLOGY
TEST BY DATE	FROM TO	DESCRIPTION Sondy Top Soil
	2	Sondy 10p Soil
TOTAL DISSOLVED SOLIDSmg/l TEMPERATURE °C pH SILICA (SIO2)mg/l	2 8	Send with some gravel
CONDUCTANCEAT 25°C TOTAL IRON (Fe)mg/I TOTAL HARDNESS (CoCO <sub>3</sub> )mg/I	8 38	Water bearing send
TOTAL ALKALINITY (CaCO3)mg/I PHEN. ALKALINITY (Ca CO3)mg/I MANGANESE(Mn)mg/I	0 20	W some orang
COLOUR TURBIDITY		STATE STATE
ANIONS mg/l epm CATIONS mg/l epm  CARBONATE (CO <sub>3</sub> )  BICARBONATE (HCO <sub>3</sub> )  SULPHATE (SO <sub>4</sub> )  CHLORIDE (CI)  NO <sub>2</sub> * NO <sub>3</sub> (NITROGEN)  PHOSPHORUS (P)  TKN * TOTAL KJELDAHL NITROGEN  NO <sub>2</sub> * NITRITE  CHEMISTRY FIELD TESTS  TEST BY DATE EQUIPMENT USED  CALCIUM (Co)  MAGNESIUM (Mg)  SODIUM (Ng)  POTASSIUM (K)  IRON (DISSOLVED)  CHEMISTRY SITE NO.  EQUIPMENT USED  CONTENTS OF FOLDER		
TORIU 100		
TOTAL ANALYSIS		
OTHER		
SOURCES OF INFORMATION		
		448
		440



082E 694 133 ☑ Well Construction Report ☐ Well Closure Report Ministry of The Best Place on Earth

ECOCAT Stamp company name/address/phone/fax/email here, if desired.

250 - 768 - 7462

| Confirmation/alternative specs. attached | Original well construction report attached

Red lettering indicates minimum mandatory information. See reverse for	notes & definitions of abbreviations.					
Owner name: Donald + Elizabeth Mushi	TQ.					
	rolowna Prov. BC, Postal Code VIV2K4					
Well Location (see note 2): Address: Street no. 5305 Street name hum	97 N Town Kelowing BC					
© Legal description: Lot A Plan 41 159 D.L.	BlockSed +/4 Twp RgLand District					
or PID: and Description of well location (attach sk	etch, if nec.): well located approx 150 st sou					
of house on left side of low wer drive u	7					
NAD 83: Zone: UTM Easting: 3288						
(see note 3) UTM Northing: 55354	60 N m or Longitude:					
Method of drilling: □ air rotary □ dual rotary □ cable tool □ mud rotary	□ auger □ driving □ jetting □ other (specify): with Casing Hamme					
Orientation of well: Vertical horizontal Ground elevation: 1385	ft (asl) Method (see note 5):G_P_S					
Class of well (see note 6): Water Supply (See NOTE	Sub-class of well: Private non Domesting					
Water supply wells: indicate intended water use: ☐ private domestic ☐ water supply system ☐ irrigation ☐ commercial or industrial ☐ other (specify):						
Lithologia description (see notes 9.12) an alexander description (see						
Lithologic description (see notes 8-13) or closure description (see	Control of the Contro					
Surficial Material Bedrock Material Colo	Soci tations					
// siit	(e.g. other geological materials (e.g. boulders), est. water bearing					
trill Sand with clay/s Sand with clay/s Sand with clay/s Sand with gravel Sand with gravel Sand with gravel Sand stone Conglomerate Limestone Basalt Volcanic Oyrstalline Other Surficial/ Bedrock Red Orange Brown	(e.g. boulders), est. water bearing flow (USgpm), or closure details)					
From Long and Control of the Control	Blue Green Green Dark Grey Very Hard Hard Dense/Stiff Loose Dry Moist Wet High Product Lost circula Not Available A Available Control					
t (lbd) t (lbd	Blue Gree Gree Gree British Hard Wet Hard Not A Moisis Not A Moisis Control of the High High High High High High High High					
0 64 5 64 000000000000000000	00000000000000000000000000000000000000					
5 8 15 8 000000000000000	00000000000000000000000000000000000000					
15 1 30 1 000000000000000000000000000000	00000000000000000000000000000000000000					
3081 3581 000000000000000000						
358 384 000000000000000000						
38 = 00000000000000000000000000000000000	000000000000 u sere Gravel wh					
0000000000000000						
00000000000000000						
00000000000000000						
0000000000000000						
Casing details	Screen details 2) stainless Veriferm well screens					
From To Dia Casing Material/Open Hole Wall Drive	From To Dia Type Slot Size					
ft (bgl) ft (bgl) in (see note 17) Thickness Shoe	ft (bgl) ft (bgl) in (see note 18)					
+38+302' 65% steel Casing 219 yes	304120101 (# 1 : 1: 1   1   1   1					
+38+302' 65/8 steel Casing ,219 yes	38 2 34 Ft 6" stainless steel 0018					
	34 FF 29 = FI C" Stain less steel . 035					
	with K Packer + Bail Bott.					
(33 Et 4" Total Casing top to Bott)	The state of the s					
Surface seal: Type: 8 x 18 Ct Surface hopepth: 18 Ct tt	Intake: ☐ Screen ☐ Open bottom ☐ Uncased hole					
Method of installation: Poured Pumped Thickness: 2 in	Screen type: ☐ Telescope ☐ Pipe size					
Backfill: Type: 9 Rags Bentonite Chi Depth: 16 Ft ft	Screen material: ☐ Stainless steel ☐ Plastic ☐ Other (specify):					
Liner: PVC Other (specify):	Screen opening: ☐ Continuous slot ☐ Slotted ☐ Perforated pipe					
Diameter:in Thickness:in	Screen bottom: ☐ Bail ☐ Plug ☐ Plate ☐ Other (specify):					
From: ft (bgl) To: ft (bgl) Perforated: From: ft (bgl) To: ft (bgl)	Filter pack: From:ft To:ft Thickness:in					
	Type and size of material: Top of K Packer at 29 = FL					
Developed by:	Final well completion data:					
☐ Air lifting ☐ Surging ☐ Jetting ☐ Pumping ☐ Bailing	Total depth drilled: 382 ft Finished well depth: 182 ft (bgl)					
Other (specify):hrs	Final stick up: 36 '' in Depth to bedrock: ft (bgl)					
Notes: recommended Pump set at 27 ft	SWL: 122 GL ft (btoc) Estimated well yield: 40 USgpm					
Well yield estimated by: at 40 G Pm max	Artesian flow: USgpm, or Artesian pressure: ft					
☐ Pumping ☐ Air lifting ☐ Bailing ☐ Other (specify):	Type of well cap. Well on Cap Well disinfected: Yes No					
Rate: USgpm Duration: 4 kts DeU hrs	Where well ID plate is attached: #ose Clamped to Cas Ind					
SWL before test: 22 GL ft (btoc) Pumping water level: ft (btoc)	Well closure information:					
Obvious water quality characteristics:	Reason for closure:					
Fresh Salty Clear Cloudy Sediment Gas	Method of closure: ☐ Poured ☐ Pumped					
Colour/odour: Water sample collected:	Sealant material: Backfill material: (NO TE)					
Well driller (print clearly):	Details of closure (see note 16): Due to shallow depth of					
Name (first, last) (see note 19): Genereux Jim	well not recommended for domestic					
Registration no. (see note 20): W 0 50 62 302	drinking water with out water testdone					
Consultant (if applicable; name and company): Cyclone Drilling Ltd.	for Quality of water & The					
The state of the s	Date of work (YYYY/MM/DD):					
DECLARATION: Well construction, well alteration or well closure, as the case may be, has been done	Started: July 18/2011 Completed: July 19/2011					
n accordance with the requirements in the Water Act and the Ground Water Protection Regulation.						
Signature of	Comments:					

**APPENDIX G: Site Registry** 

As Of: SEP 04, 2022 BC Online: Site Registry 22/09/07

For: PB79534 ECOSCAPE ENVIRONMENTAL CONSULTANTS 12:37:44

Folio: 22-4383 Page 1

2 records selected for 0.5 km from latitude 49 deg, 56 min, 58.7 sec and Longitude 119 deg, 22 min, 57.7 sec

Site Id Lastupd Address / City

0005088 05JAN27 1 - 5655 HIGHWAY 97

KELOWNA

0006085 07MAR05 5520 HIGHWAY 97 NORTH

KELOWNA

**APPENDIX H: Photographs** 



Photo 1: Northeast corner of the proposed hotel portion of the Site, facing southwest.



**Photo 2:** Northwest corner of proposed hotel portion of the Site, facing southeast.



**Photo 3:** Southwest corner of the proposed hotel portion of the Site, facing northeast.



**Photo 4:** Southeast corner of the proposed hotel portion of the Site, facing north.



**Photo 5:** Northern portion of the proposed parkade portion of the Site, facing south.



**Photo 6:** Southern portion of the proposed parkade portion of the Site, facing north.



**Photo 7:** Electrical transformer located on the western portion of the proposed hotel portion of the Site, facing south.



**Photo 8:** Properties northwest of the Site, facing northwest.



**Photo 9:** Properties to the northeast, facing northeast.



**Photo 10:** Properties located southwest of the Site, facing southwest.



**Photo 11:** Properties located southeast of the Site, facing southeast.

#### **SCHEDULE E**

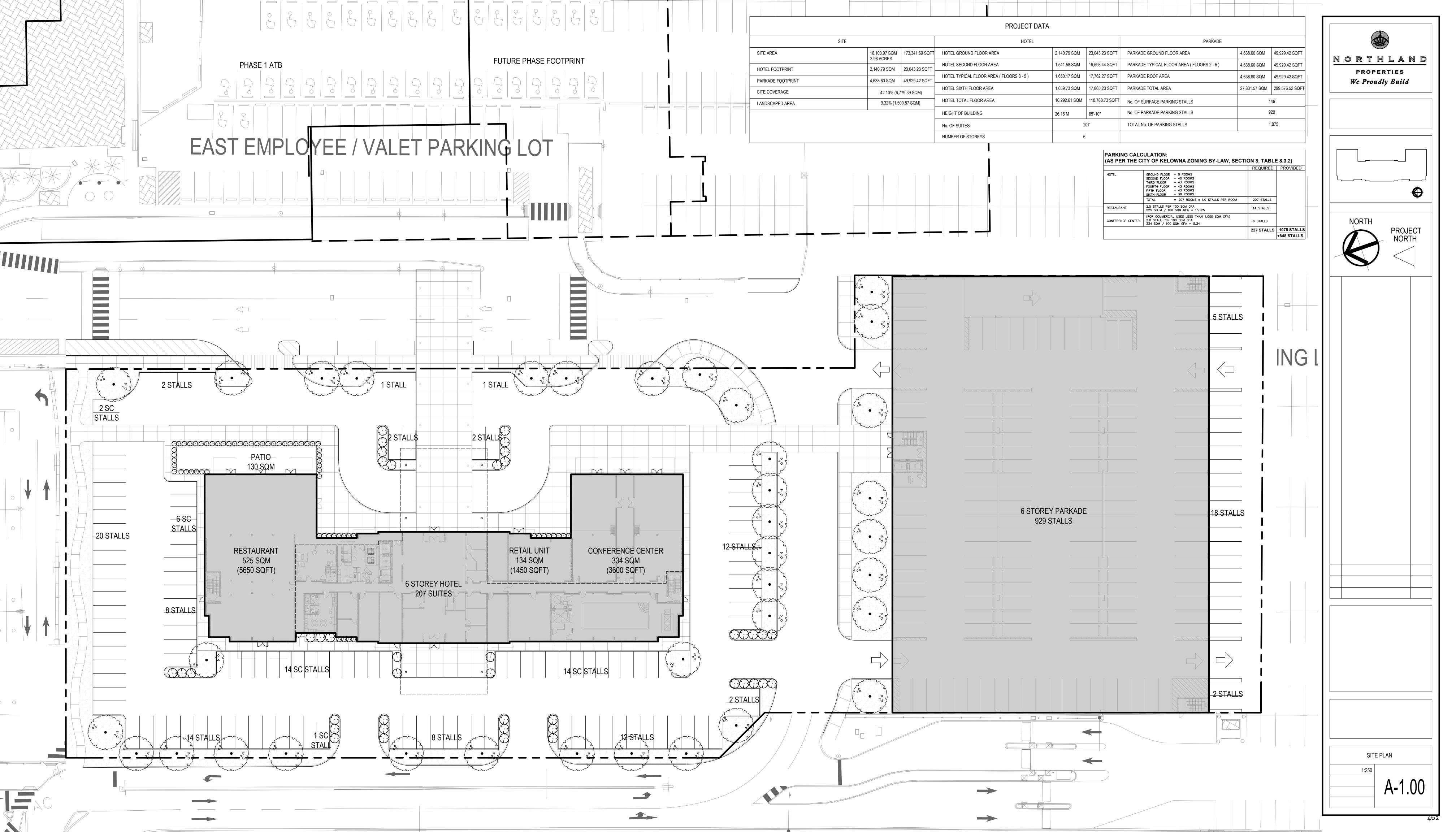
#### **HOTEL REQUIREMENTS**

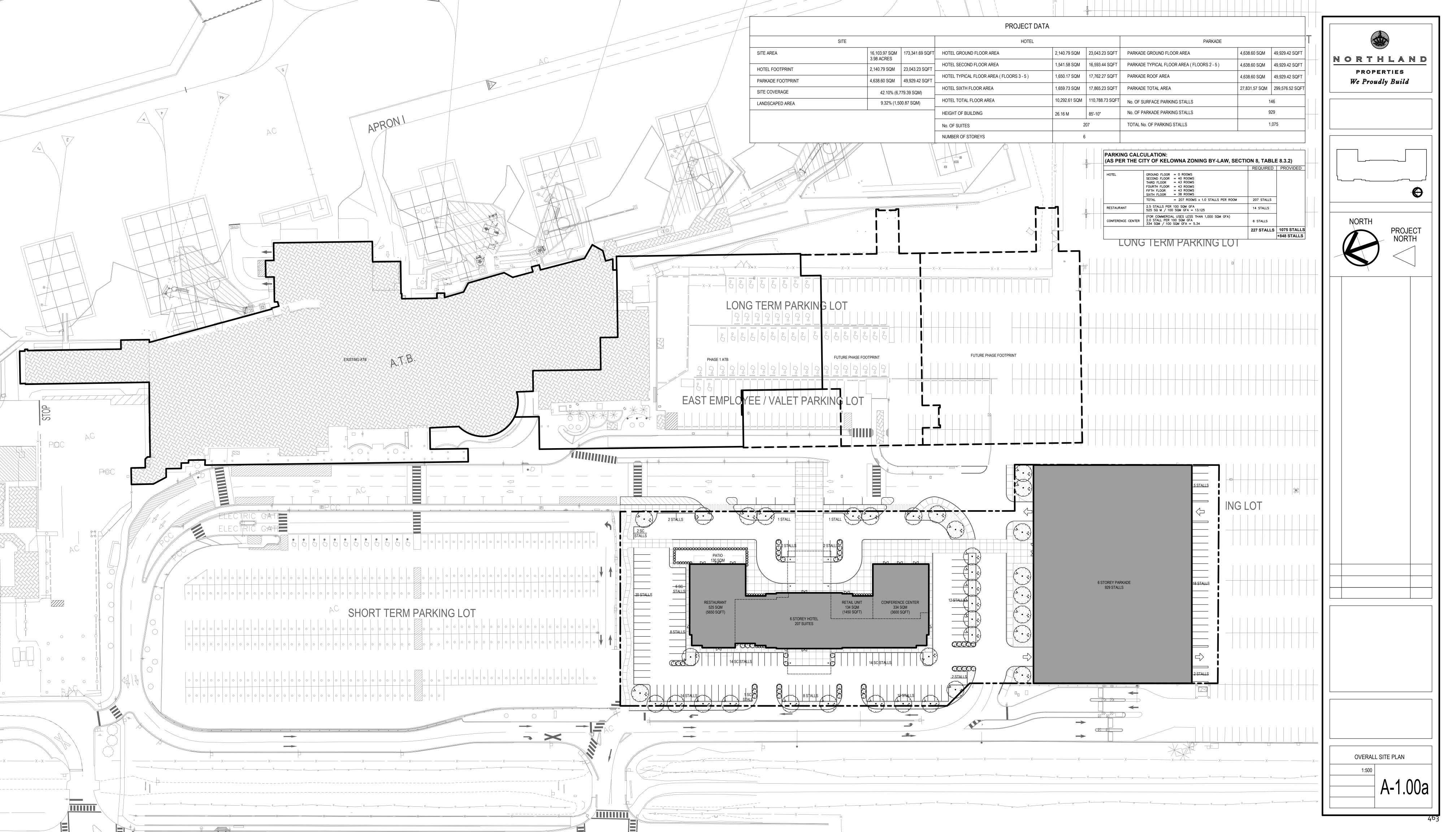
Minimum general specifications of the Hotel shall be as per the attached six storey 207 room hotel plans under Schedule F.

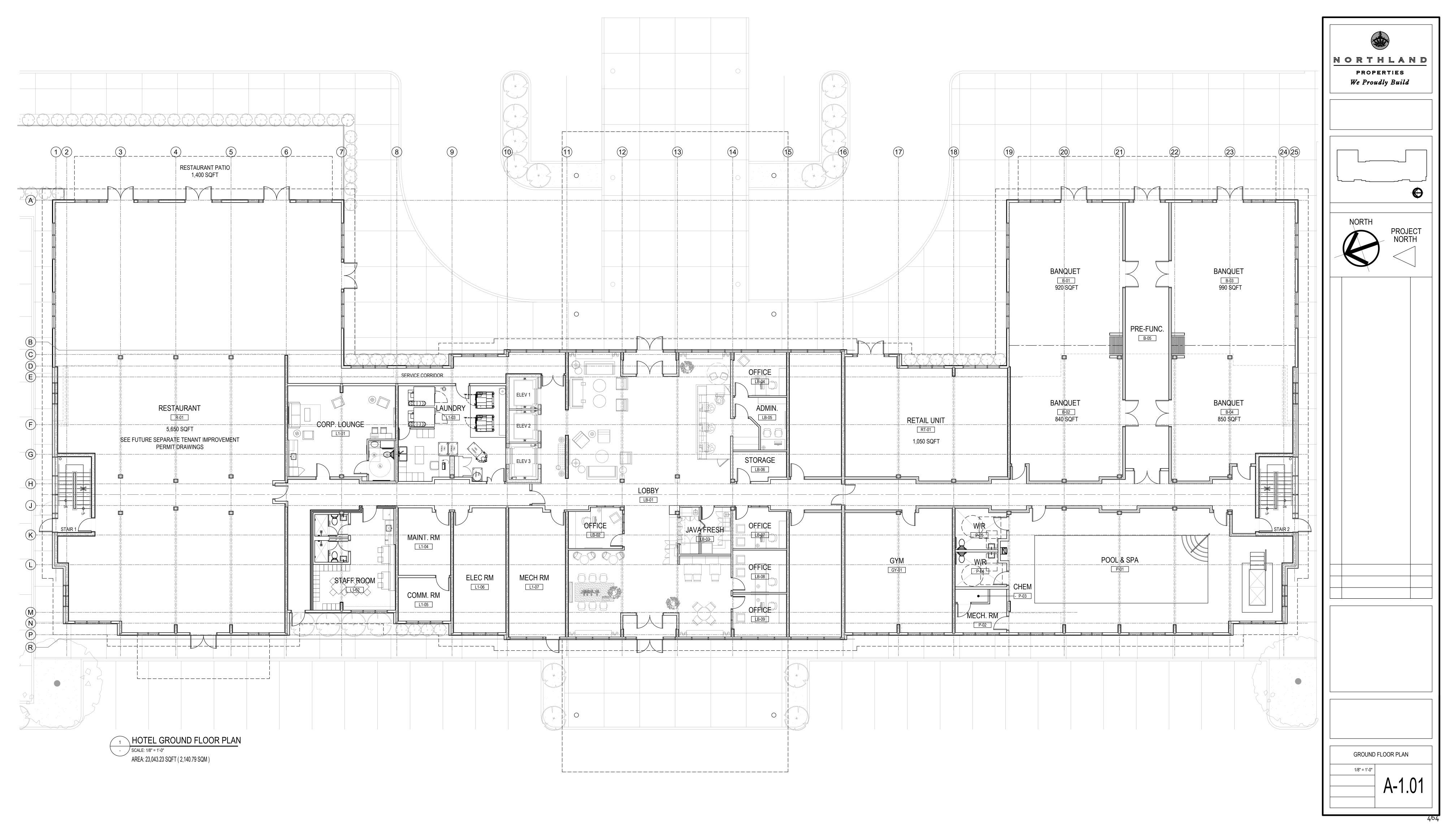
Maximum general specification of the Hotel shall be as per the attached eight storey 293 room hotel plans under Schedule F.

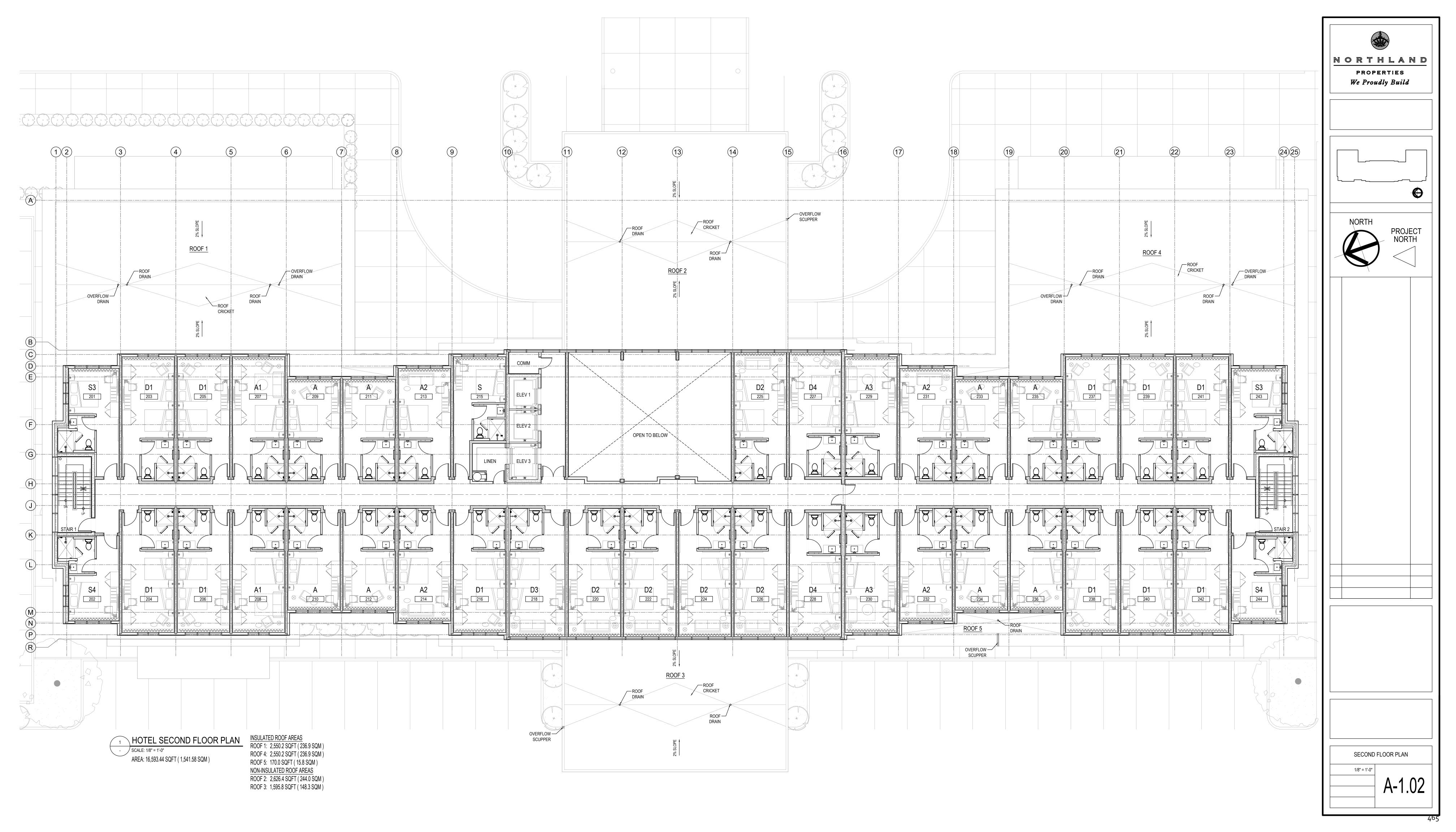
#### SCHEDULE F

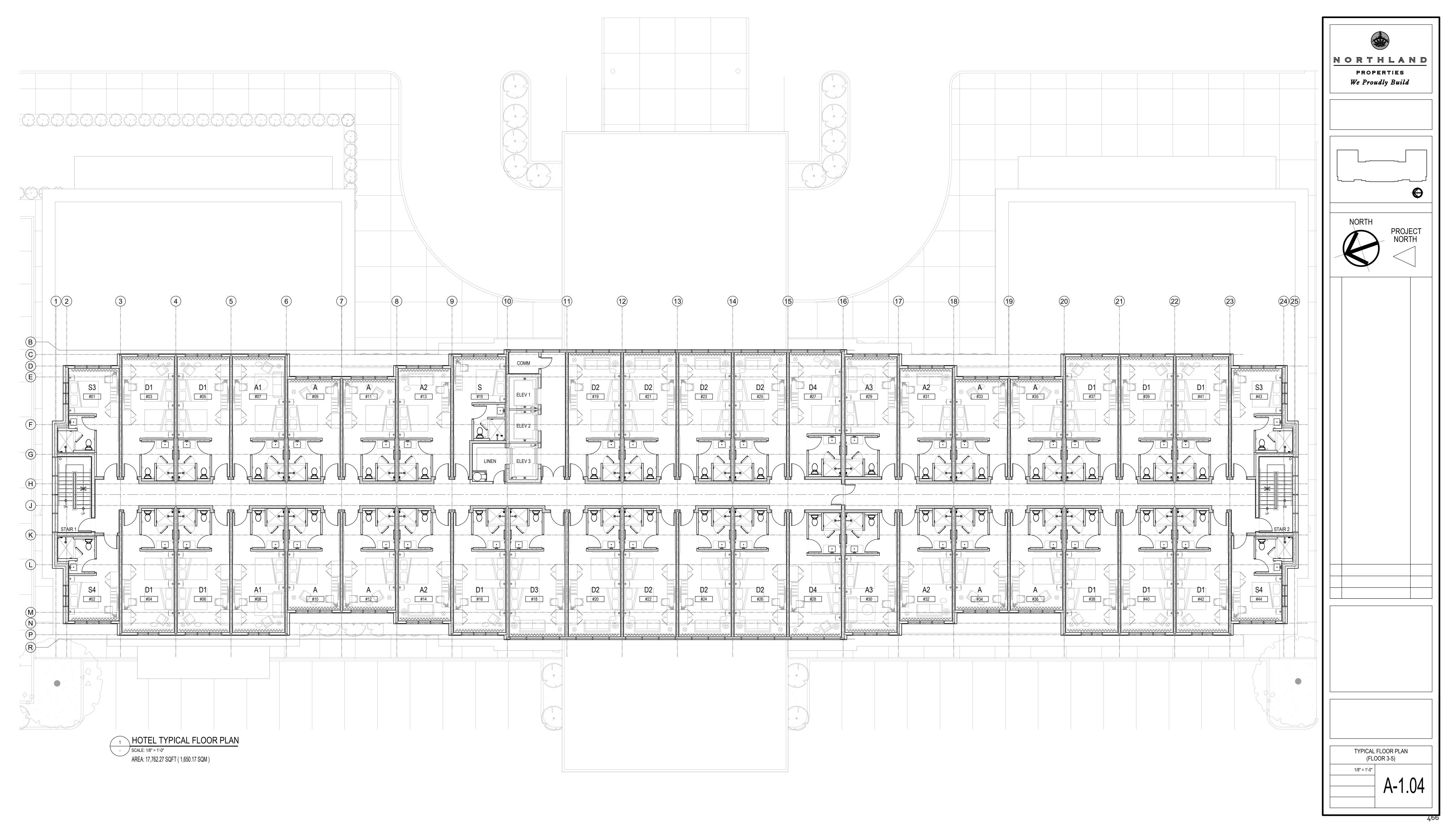
GENERAL PLANS AND SPECIFICATIONS FOR HOTEL (SIX & EIGHT STOREY OPTIONS)

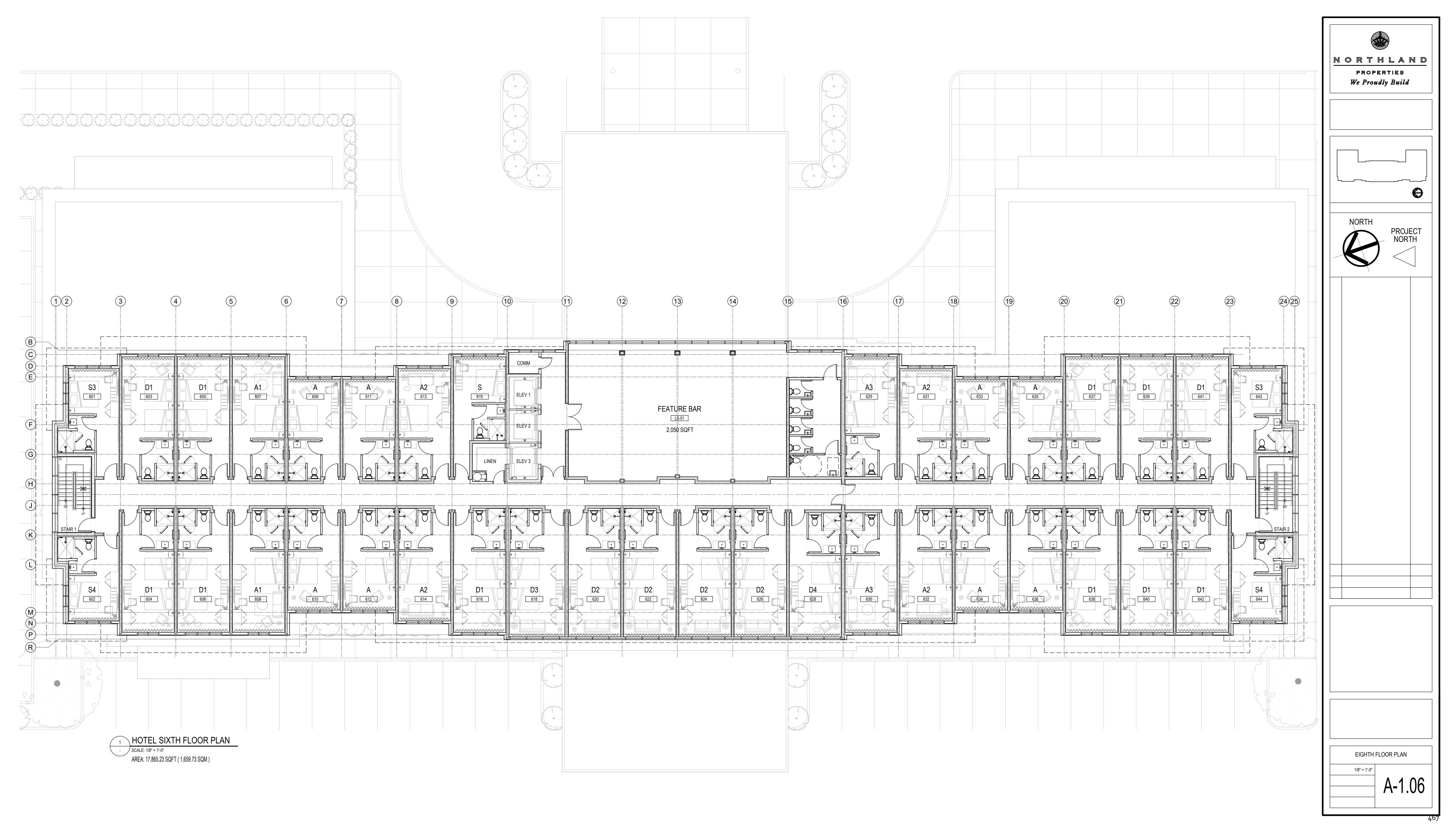


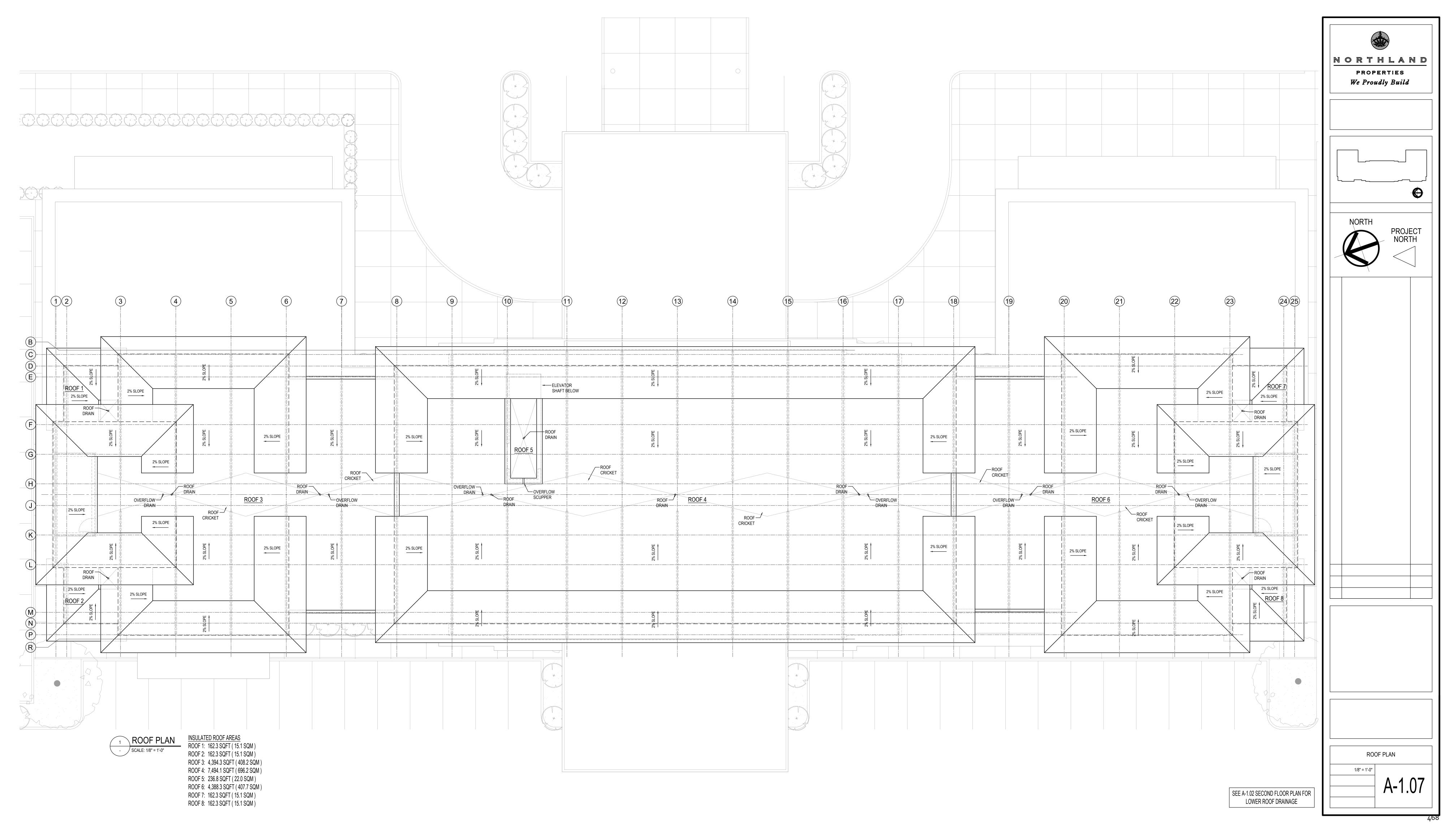


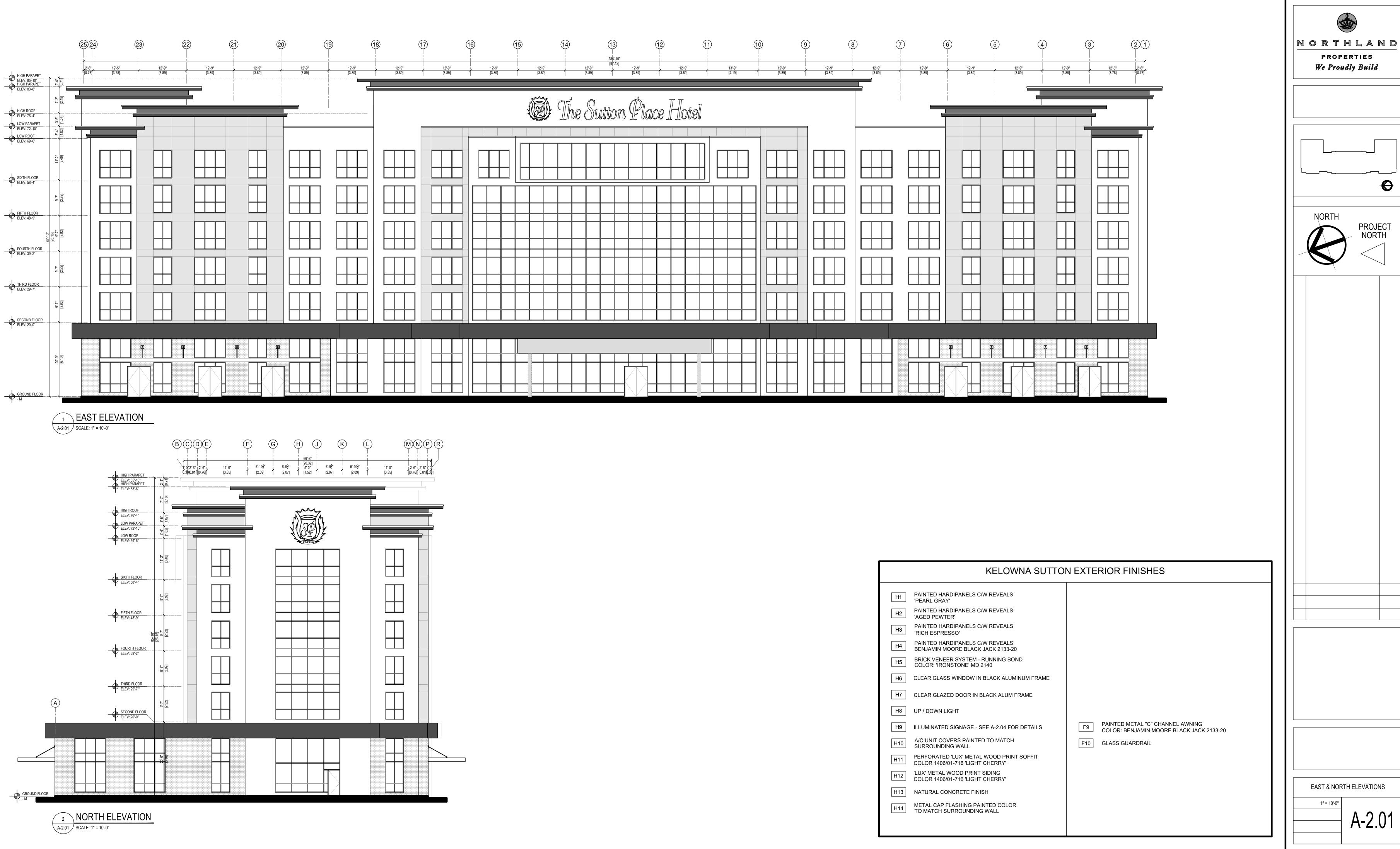




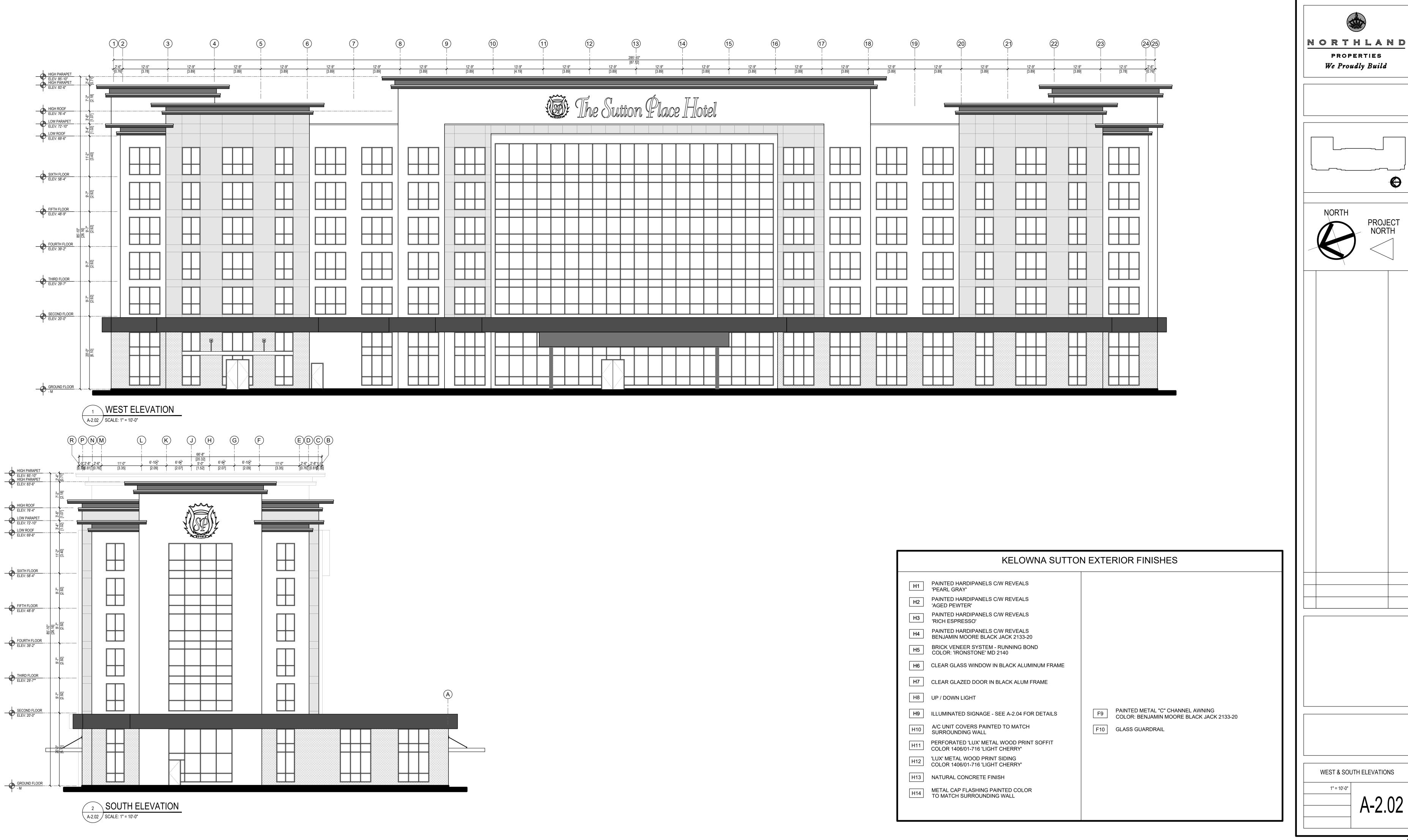




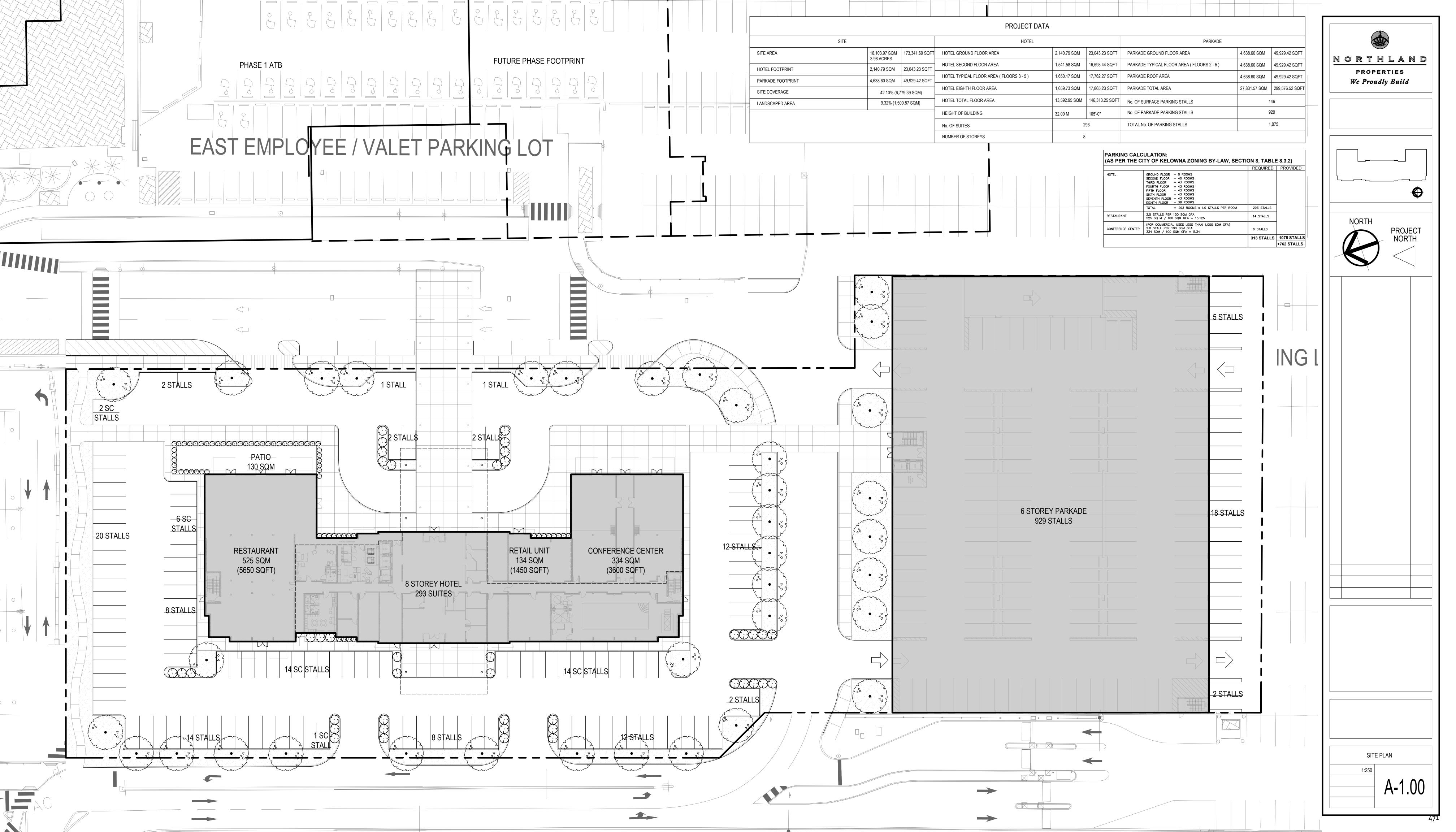


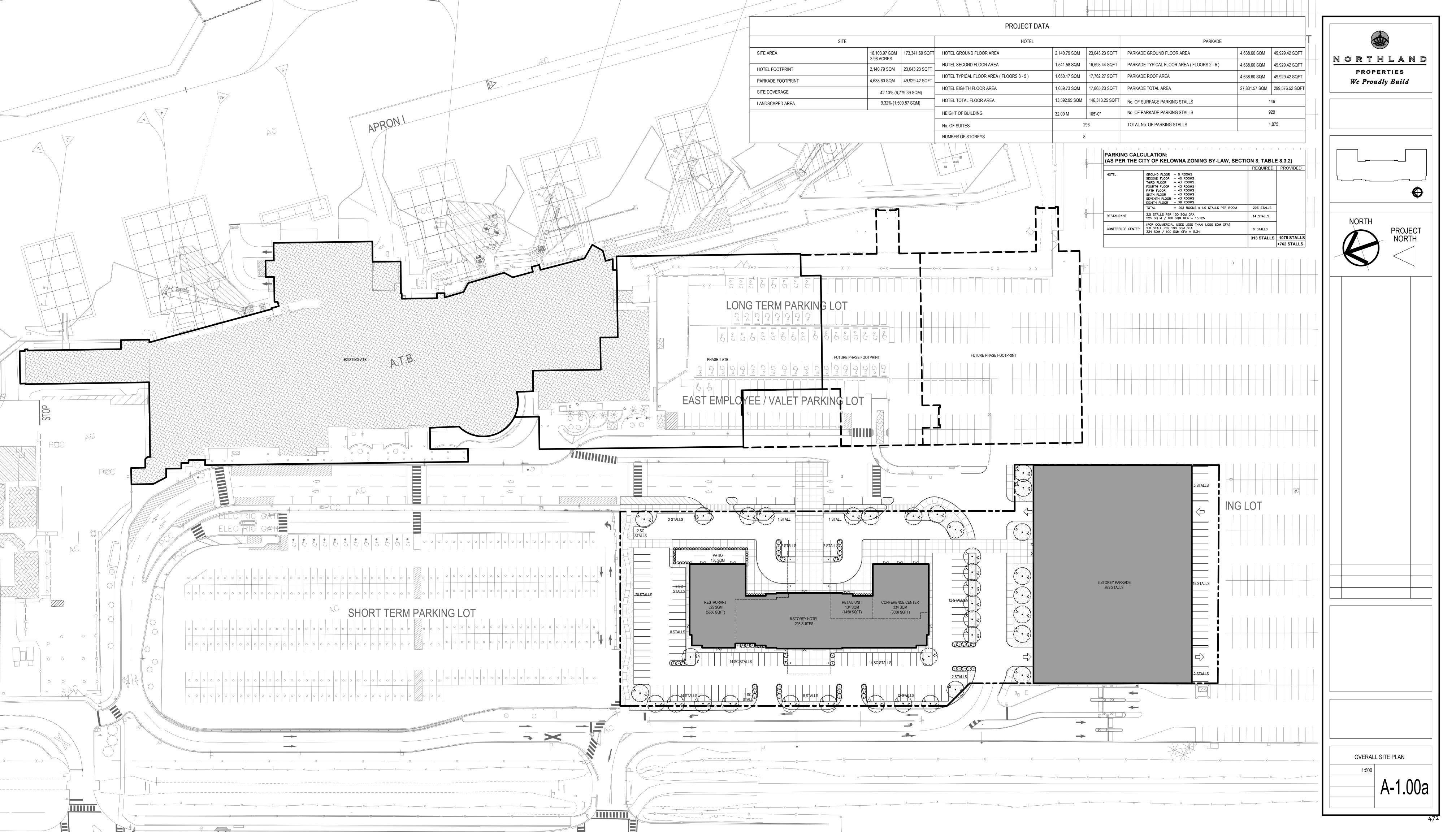


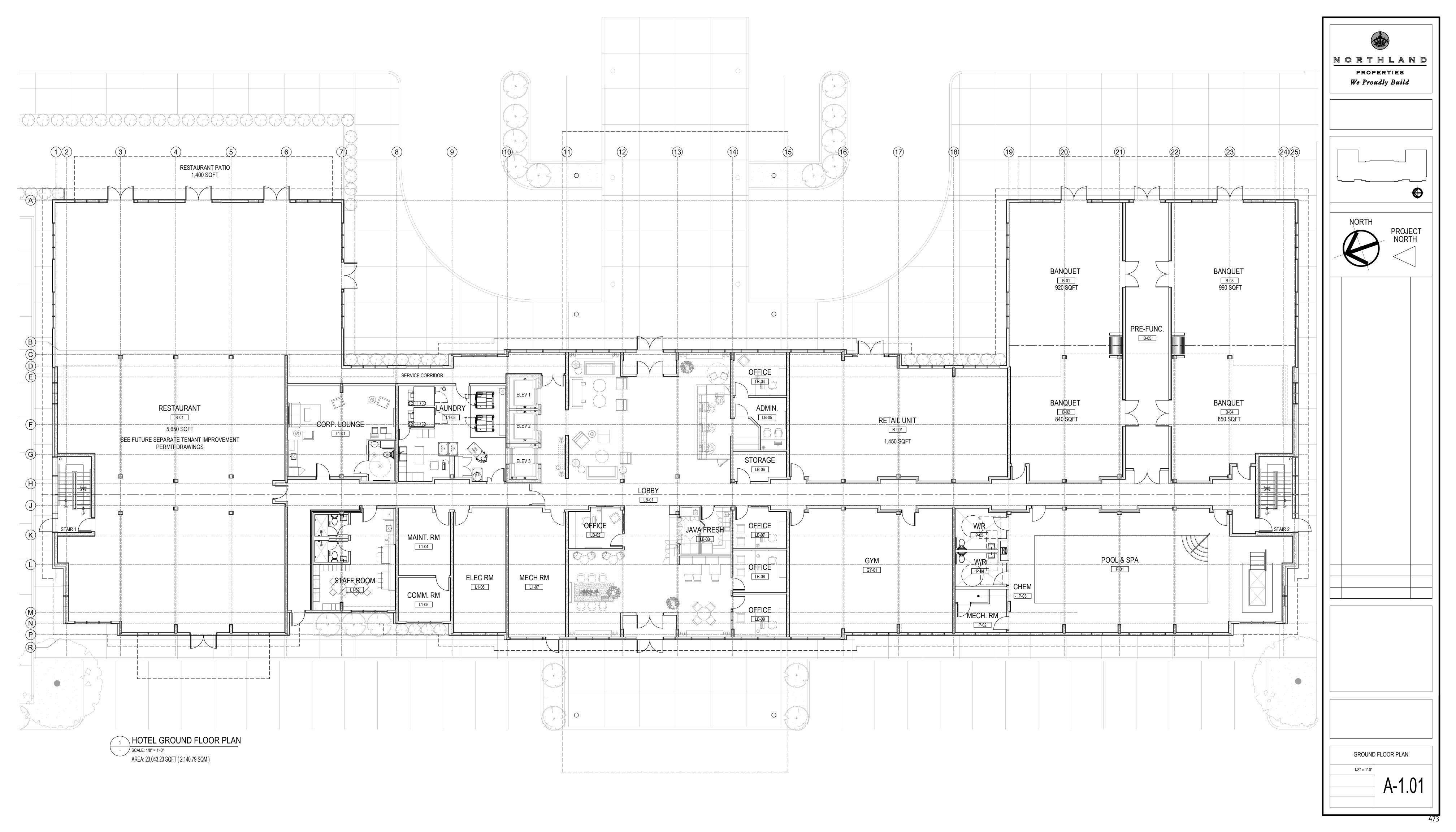
PROPERTIES

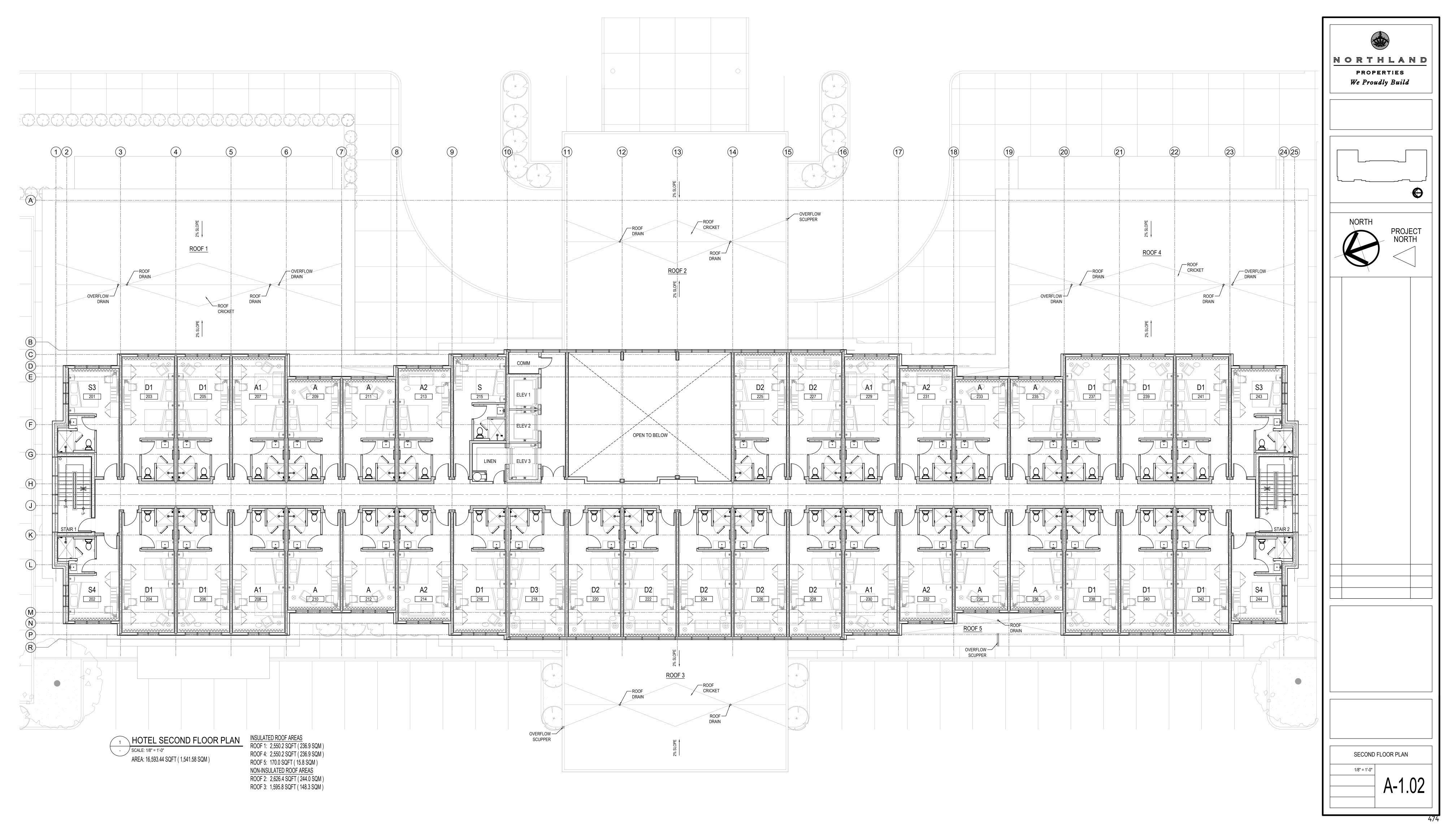


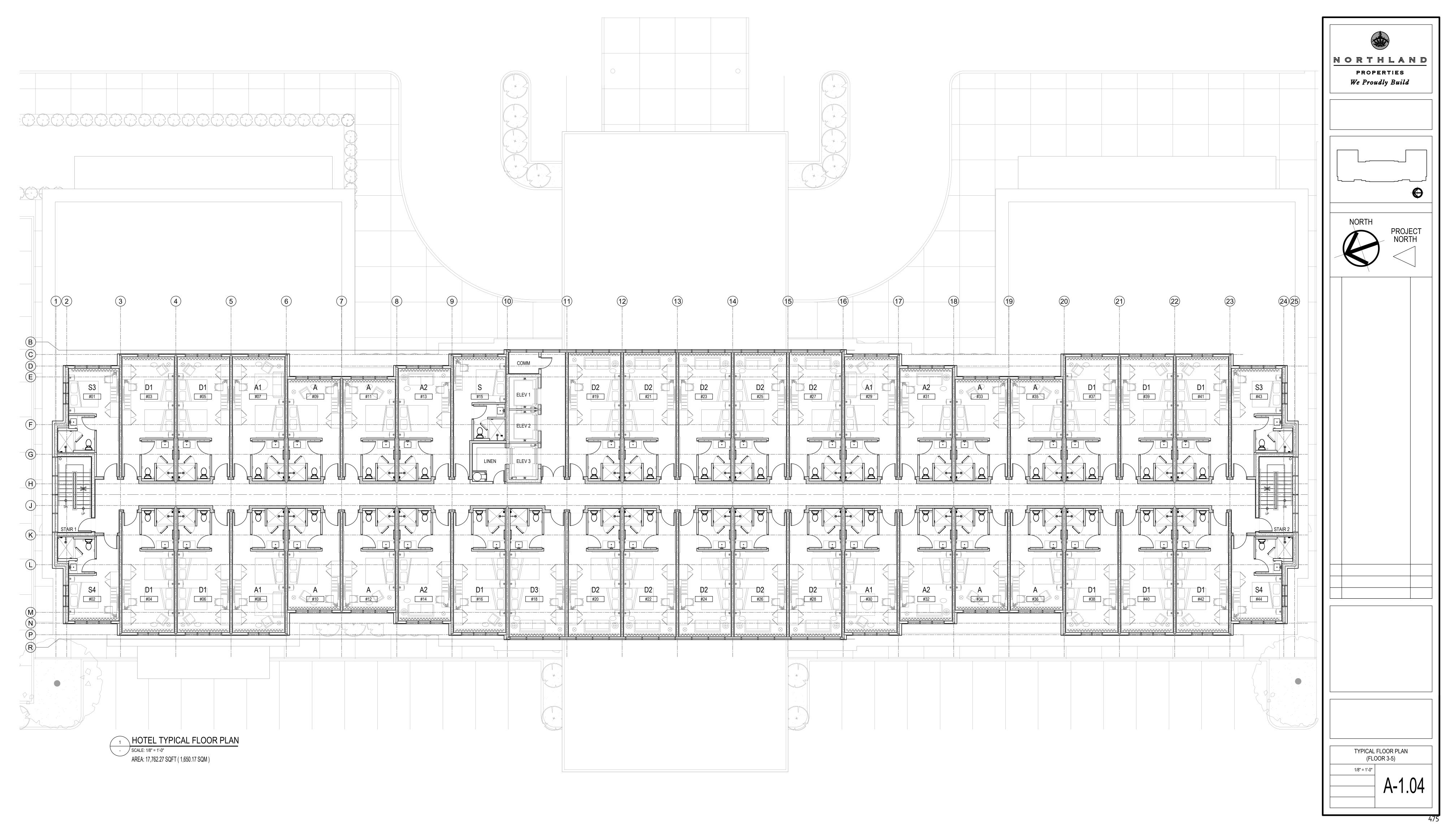
PROPERTIES

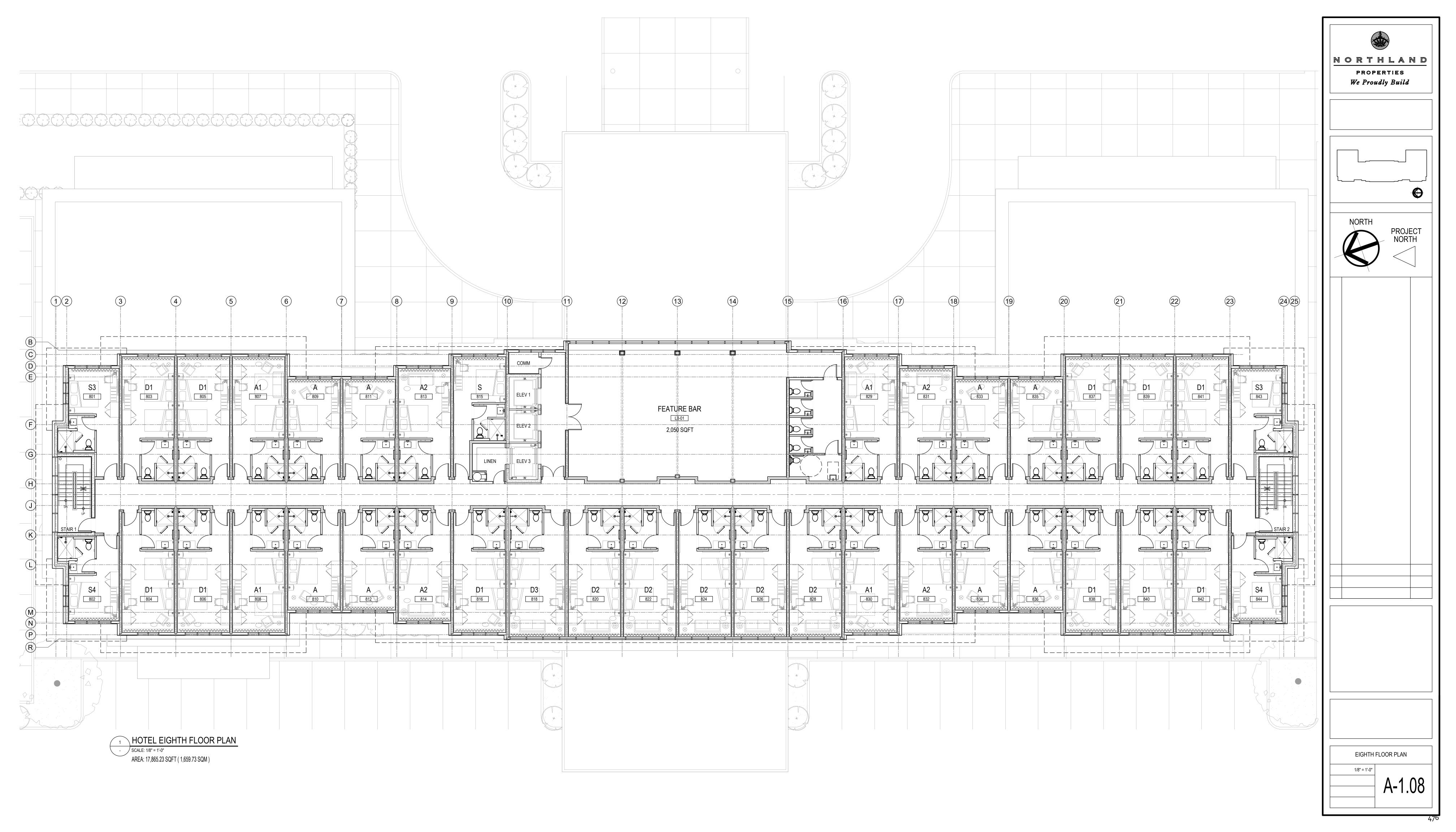


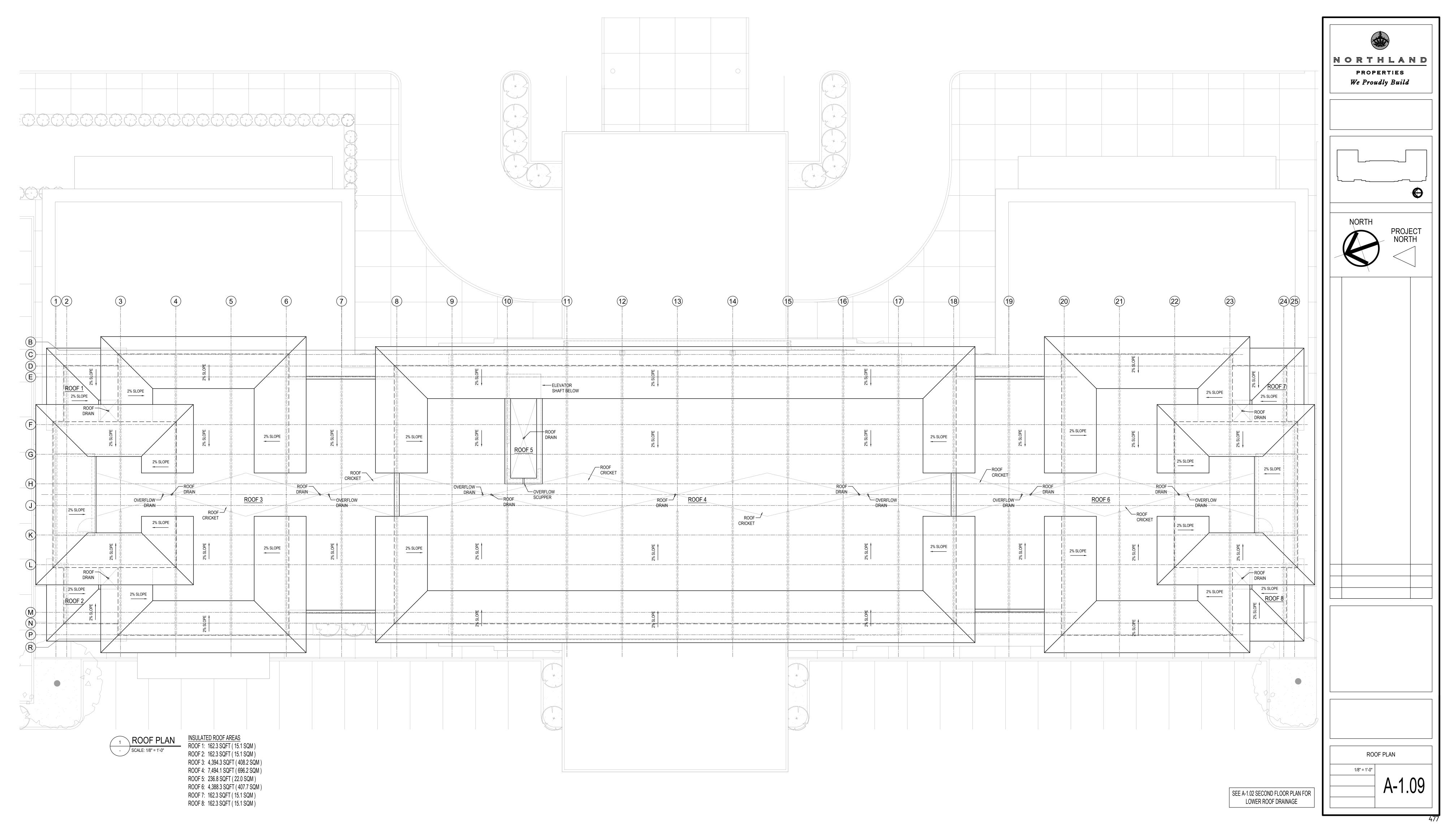


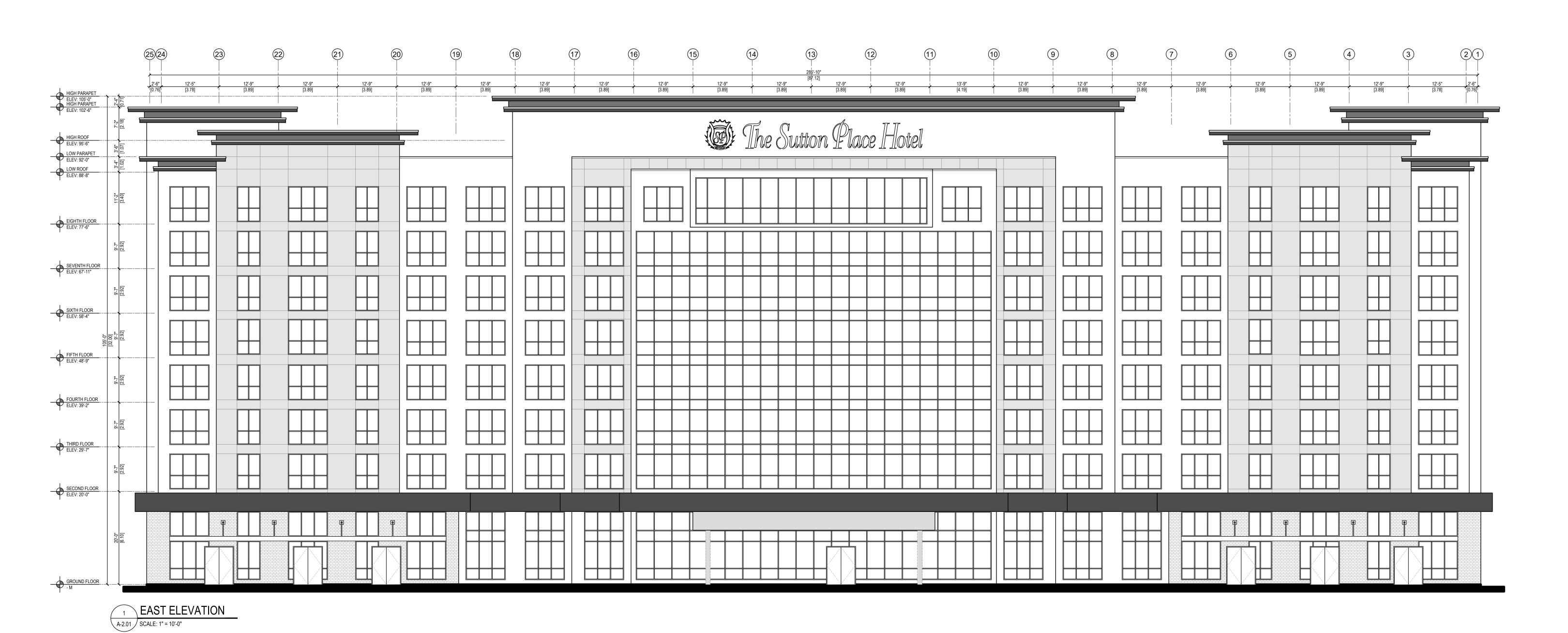














- H1 PAINTED HARDIPANELS C/W REVEALS 'PEARL GRAY'
- H2 PAINTED HARDIPANELS C/W REVEALS 'AGED PEWTER'
- H3 PAINTED HARDIPANELS C/W REVEALS 'RICH ESPRESSO'
- H4 PAINTED HARDIPANELS C/W REVEALS BENJAMIN MOORE BLACK JACK 2133-20 H5 BRICK VENEER SYSTEM - RUNNING BOND COLOR: 'IRONSTONE' MD 2140
- H6 CLEAR GLASS WINDOW IN BLACK ALUMINUM FRAME
- H7 CLEAR GLAZED DOOR IN BLACK ALUM FRAME
- H8 UP / DOWN LIGHT
- H9 ILLUMINATED SIGNAGE SEE A-2.04 FOR DETAILS

- H14 METAL CAP FLASHING PAINTED COLOR TO MATCH SURROUNDING WALL

- H10 A/C UNIT COVERS PAINTED TO MATCH SURROUNDING WALL
- H11 PERFORATED 'LUX' METAL WOOD PRINT SOFFIT COLOR 1406/01-716 'LIGHT CHERRY'
- H12 'LUX' METAL WOOD PRINT SIDING COLOR 1406/01-716 'LIGHT CHERRY'
- H13 NATURAL CONCRETE FINISH
- F9 PAINTED METAL "C" CHANNEL AWNING COLOR: BENJAMIN MOORE BLACK JACK 2133-20
- F10 GLASS GUARDRAIL

EAST ELEVATION

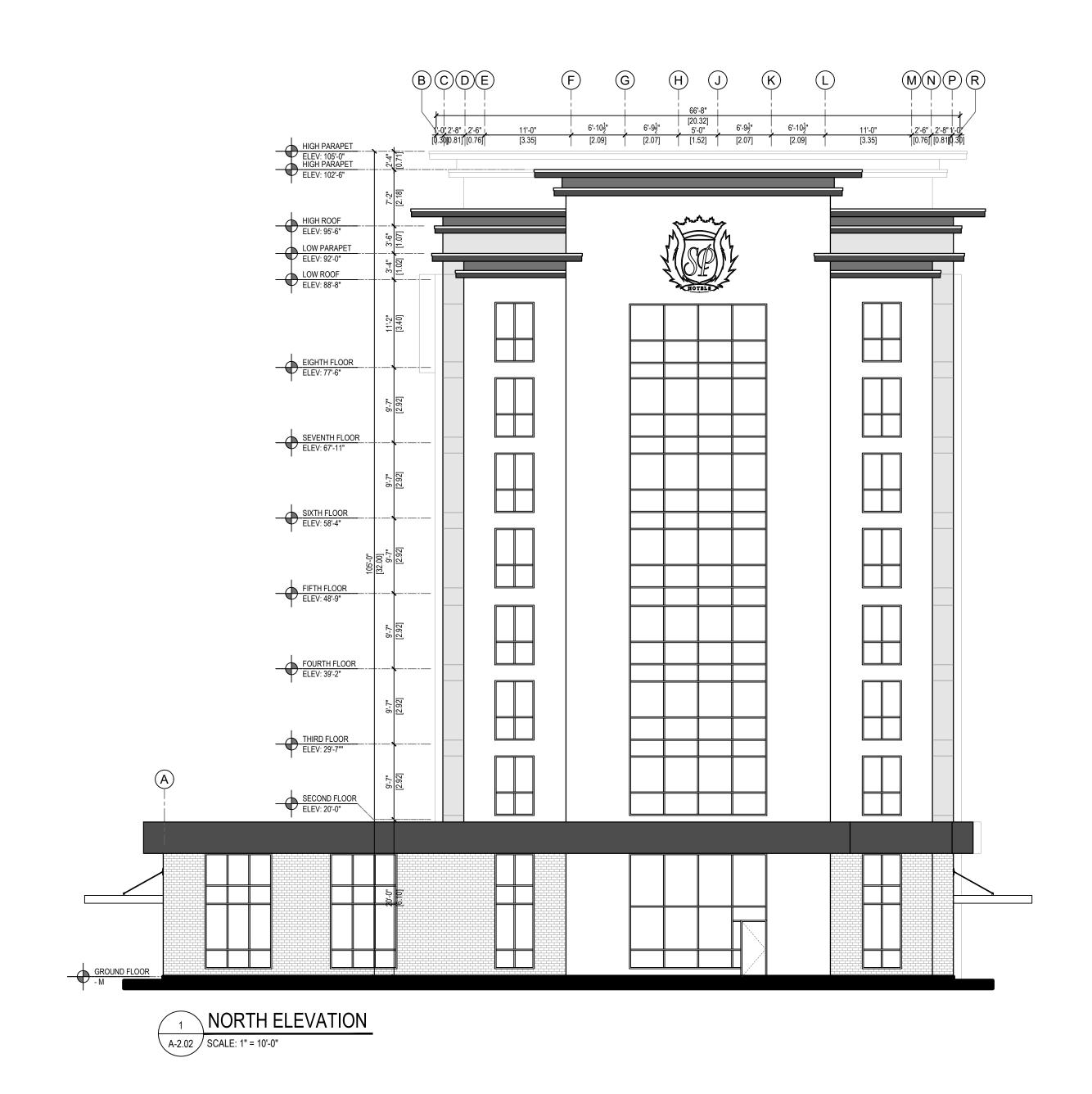
1" = 10'-0"

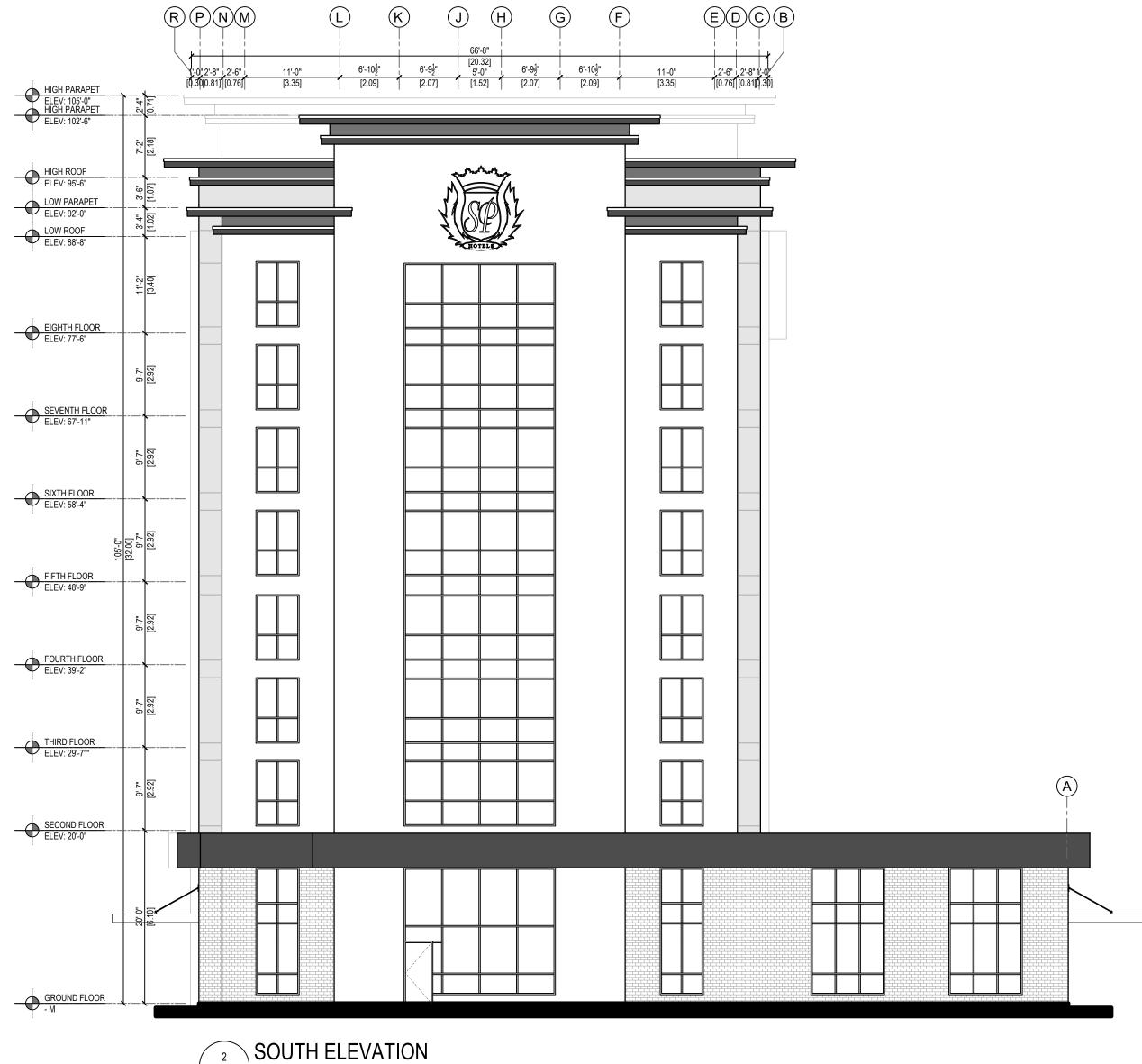
NORTHLAND

PROPERTIES

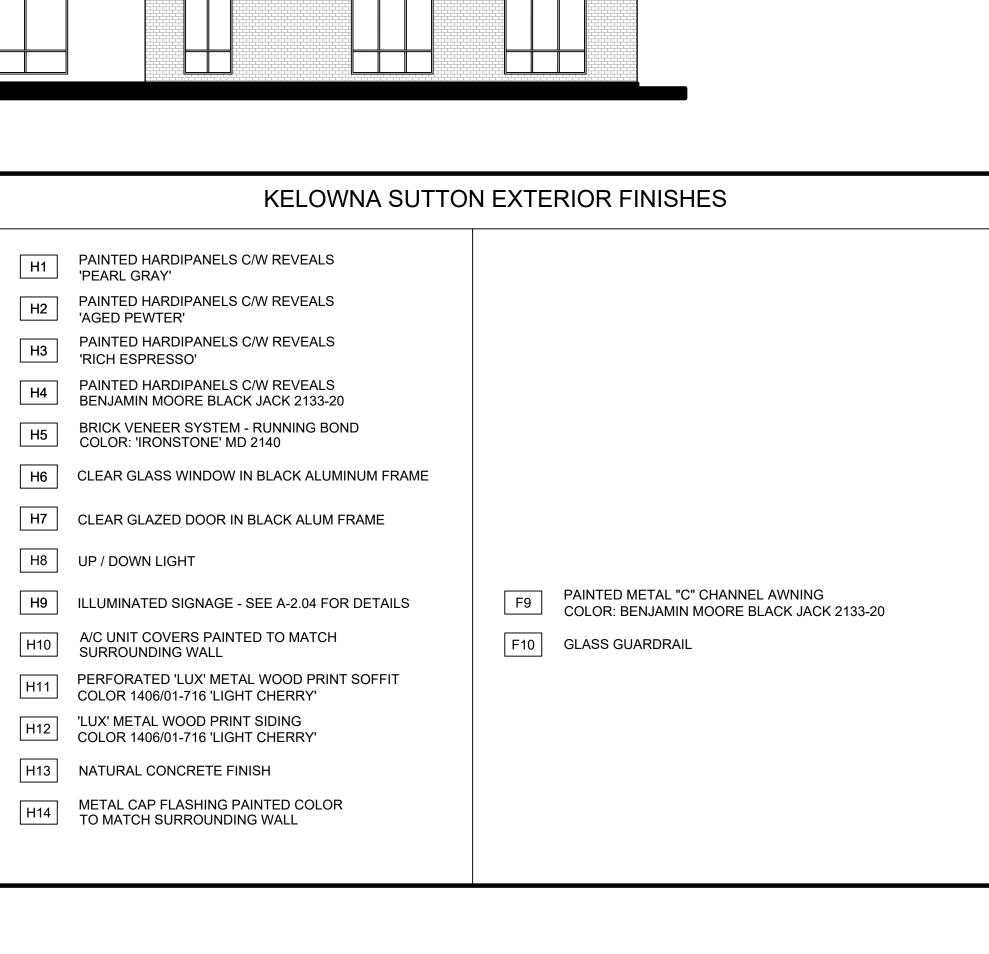
We Proudly Build

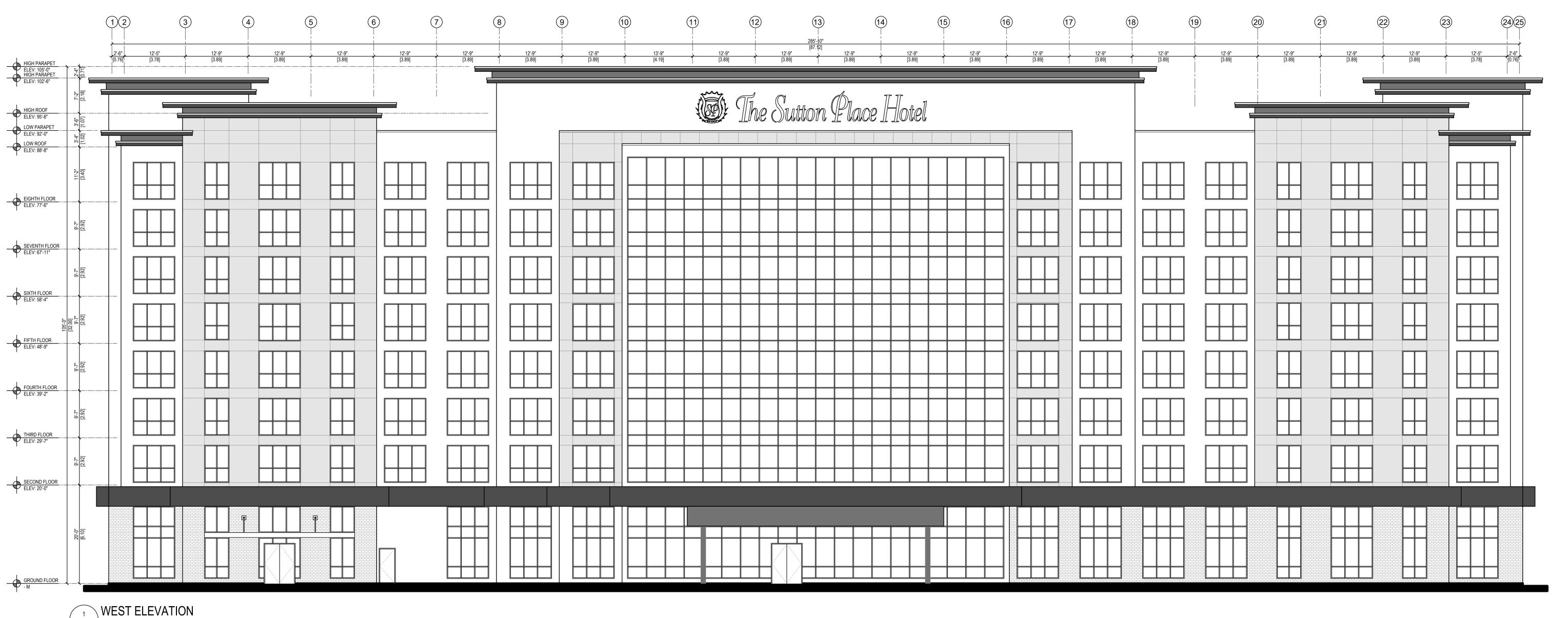
PROJECT NORTH



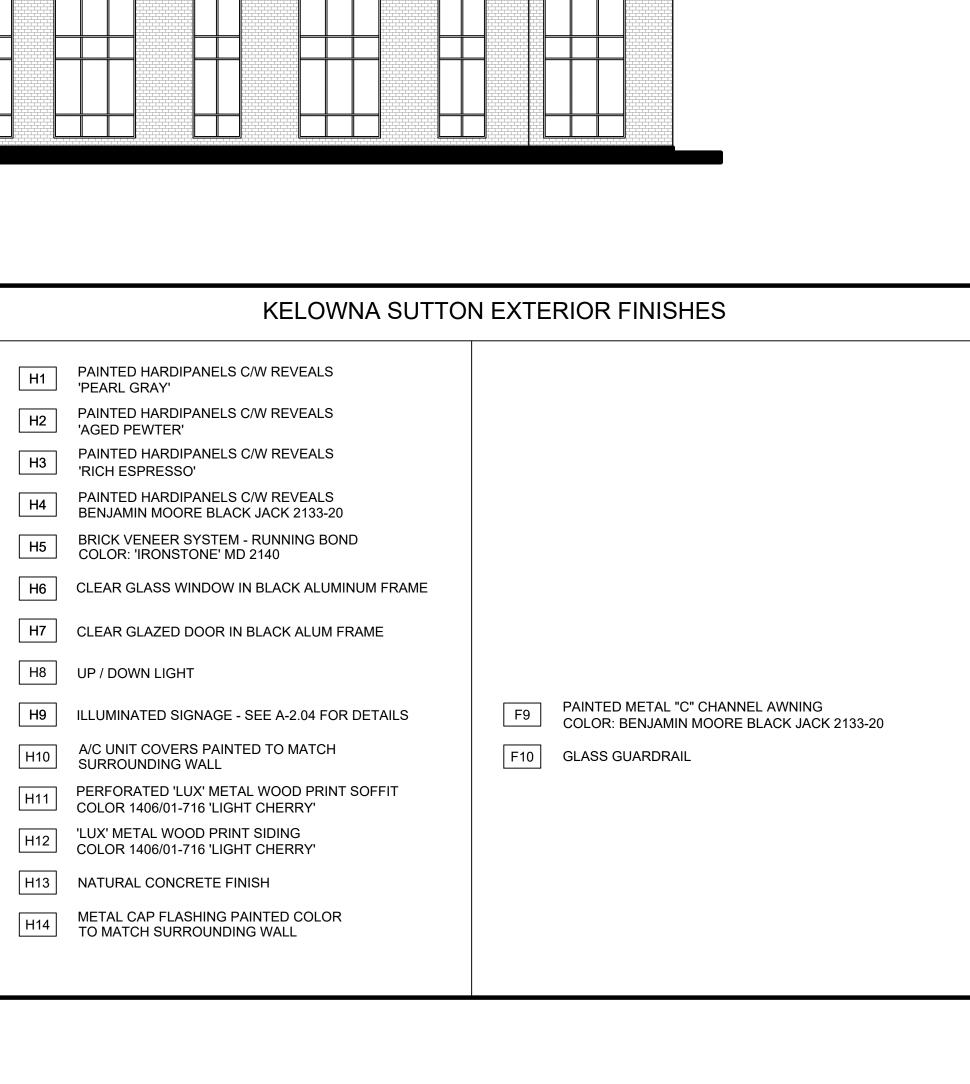


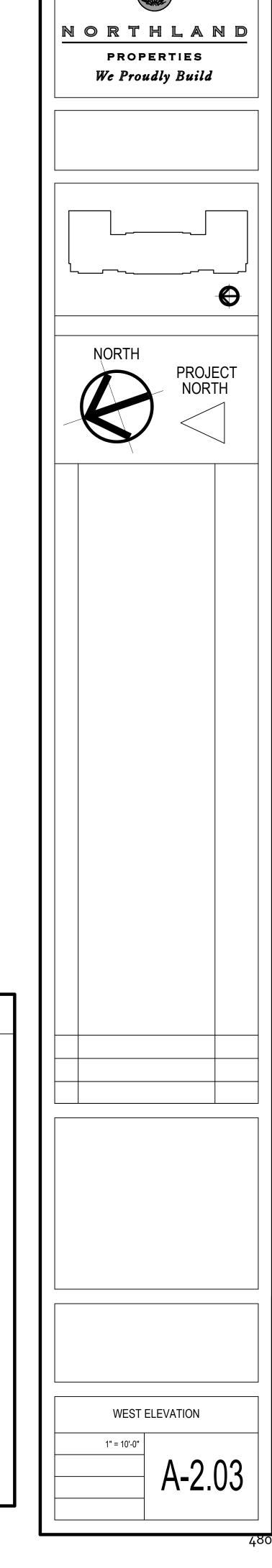
A-2.02 SCALE: 1" = 10'-0"





A-2.02 SCALE: 1" = 10'-0"





### **SCHEDULE G**

Servicing Specifications

Required Sanitary Service Size	10"@ 2%	4,500	Max FU Load			
Domestic Water Service	4" ( 82 psi )	1,755	FU	300	GPM	
Fire Service	8"			600	GPM	
Required Storm Service Size	10"@ 1%	48,500	Max L Load	12,254.33	GPM	3,233 Litres Per Second
Total Gas Service		10,000	МВН			
Electrical Service		1,750	Kw	600 V		
Cable/Telephone	2 X 4" conduits with pull strings					

### Parkade Sublease Servicing Requirements

Required Sanitary Service Size	4"@ 2%	240	Max FU Load	120	GPM
Fire Service	6"			600	GPM
Required Domestic Service Size	2"			120	GPM
Maximum Water Load	6"			600	GPM
Required Storm Service Size	12"@ 1%	78,700	Max L Load		
Electrical Service		400	Kw	600 V	
Cable/Telephone	2 X 4" conduits with pull strings				



# Northland Properties Corporation Sublease

- ▶ Aligned with 2045 Master Plan
  - ► Improved customer service
- Aligned with Agricultural Land Commission feedback
- ► Expression of Interest
  - ▶ 3 phases
  - Northland Properties Corporation selected as the successful proponent



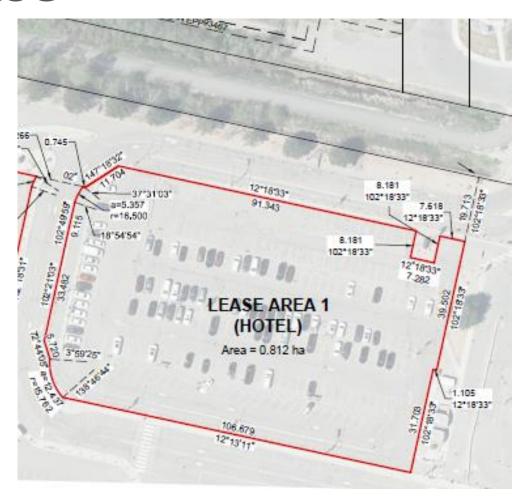
- Canada's largest privately owned hospitality company
  - ▶ Incorporated in 1963
  - ▶ 5 countries
  - ▶ 10,000 employees
  - ▶ 63 hotels and resorts
  - ▶ 175 restaurants and venues
  - ▶ 3 hockey teams



- ▶ Foundation of success
  - Talented individuals who build and create its unforgettable guest experiences
  - Guests who choose to experience its hospitality



# Northland Properties Corporation Sublease



















- Land tenure type
  - ▶ Land sublease
- **▶** Term
  - ▶ To December 31, 2054
    - ▶ Options to renew aligned with Head Lease
      - Maximum term of 99 years



### Rent

- \$500k deposit upon execution
- \$2.07M when NPC's conditions precedent are satisfied or waived
- ▶ \$110k annually for 40 years commencing on the date the construction of the hotel reaches substantial completion



- Construction
  - Commence within 18 months of the City removing its conditions precedent
  - Substantially complete within 54 months of the City removing its conditions precedent
- Structures and Improvements (upon expiry or termination)
  - Become the property of the City
  - Demolition fund



- ▶ Parking
  - ▶ NPC to construct 105 surface parking stalls
  - Upon a parkade being built
    - Exclusive use at no charge
      - ▶ 146 parking stalls less the number of surface parking stalls constructed
      - Employees
      - Patrons of the hotel while staying at the hotel
    - ▶ Non-exclusive basis at 70% of the daily rate
      - Patrons of the hotel while staying at the hotel
      - Limited up to 44 parking stalls at any one time
    - Non-exclusive use at no charge
      - Patrons of the restaurant
      - ▶ Up to 2 hours



- ► City's Conditions Precedent
  - ▶ Within 90 days of execution of the hotel sublease
    - Cost of providing utility services and relocating a utility easement
  - ▶ Within 90 days of execution of the hotel sublease
    - Parkade sublease



- ► NPC's Conditions Precedent
  - Within 90 days of the City removing its conditions precedent
    - Satisfied with the results of all searches, reviews and investigations
  - Within 15 months of the City removing its conditions precedent
    - Receipt of development and building permit approval for the construction of the hotel
  - Within 100 days of execution of the hotel sublease
    - ► Satisfied, acting reasonably, with parking arrangements
      - Waived if a parkade agreement is entered into



### ▶ Other

- Hotel meeting room facilities can be used up to 6 times per year for City-related events
- 25 free stays per calendar year for business development and related business purposes





### Questions?

For more information, visit ylw.kelowna.ca.

### Report to Council



Date: October 3, 2022

To: Council

From: City Manager

**Subject:** 2022 Financial Plan Amendment – Childcare Grant

**Department:** Kelowna International Airport

#### Recommendation:

THAT Council receives for information the report from Kelowna International Airport dated October 3, 2022, with respect to the amendment of the City of Kelowna 2022 Financial Plan;

AND THAT the 2022 Financial Plan be amended to include \$776,100 in grant revenues and \$776,100 in capital costs associated with the Childcare Grant as outlined in the report from Kelowna International Airport dated October 3, 2022;

AND FURTHER THAT the Airport Director be authorized to execute all documents necessary to enter into agreement for the Childcare Grant as outlined in the report from Kelowna International Airport dated October 3, 2022.

#### Purpose:

To obtain Council approval to amend the City of Kelowna 2022 Financial Plan.

### **Background:**

On May 2, 2022, Council approved the amendment of the City of Kelowna 2022 Financial Plan for the construction of a Childcare Facility. The construction cost of the facility was anticipated to be \$3,614,000, which was to be funded by a \$3,000,000 Childcare Grant awarded by the BC Provincial government, a \$525,000 contribution from KF Aerospace, and \$89,000 from the Airport.

#### Previous Council Resolution

Resolution	Date
THAT Council receives for information the report from Kelowna International	May 2, 2022
Airport dated May 2, 2022, with respect to the amendment of Kelowna	
International Airport's 2022 Financial Plan;	

AND THAT, the 2022 Financial Plan be amended to include all costs and proceeds associated with the Childcare Grant as outlined in the report from Kelowna International Airport dated May 2, 2022;

AND FURTHER THAT the Airport Director and Divisional Director of Financial Services be authorized to execute all documents necessary to enter into agreement for the Childcare Grant as outlined in the report from Kelowna International Airport dated May 2, 2022.

#### Discussion:

When the Airport requested proposals for the construction of the Childcare Facility (the Facility), it was identified that the cost had increased by \$776,100 due to inflationary pressures. The Airport approached the BC Provincial government for additional funding, and the BC Provincial government increased the Airport's Childcare Grant by \$776,100 for a total of \$3,776,100.

Description	Amount (\$)	Budget Previously Approved	Budget Amendment Requested
Childcare Facility	4,390,100	3,614,000	776,100
Childcare Grant	(3,776,100)	(3,000,000)	(776 <b>,</b> 100)
Childcare Contribution	(525,000)	(525,000)	0
TOTAL	\$89,000	\$89,000	\$0

#### Conclusion:

The Airport recommends Council approve amending Cit of Kelowna 2022 Financial Plan for the Childcare Grant and corresponding capital expenditure of \$776,100, as outlined in this report. This project will allow the City to deliver, in partnership with senior government and community partners, 86 new childcare spaces for parents working in and around the Kelowna airport.

### **Internal Circulation:**

Communications Finance Partnerships

### Considerations applicable to this report:

### Financial/Budgetary Considerations:

If approved, City of Kelowna 2022 Financial Plan would be amended to include \$776,100 in grants, and \$776,100 in capital expenditures. The expenditures will be funded from the Airport Fund and there will be no impact to taxation.

### Considerations not applicable to this report:

Legal/Statutory Authority: Legal/Statutory Procedural Requirements: Existing Policy: External Agency/Public Comments: Communications Comments:

Submitted by:

S. Dyrdal, Senior Airport Finance and Corporate Services Manager

## Approved for inclusion: S.S.

CC:

S. Dyrdal, Senior Airport Finance and Corporate Services Manager

T. McQueenie, Airport Corporate Services Manager

M. Antunes, Acting Financial Planning Manager

C. Brannagan, Communications Advisor

M. Kam, Grants & Special Projects Manager

### 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.";

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;
- 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;"

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:";

- 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,";
- 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.
- This bylaw may be cited for all purposes as "Bylaw No. 12025, being Amendment No. 2 to Tree Protection Bylaw No. 8041."
- 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 26<sup>th</sup> day of September, 2022.

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:

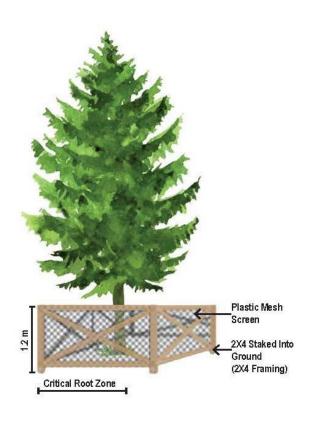
Trunk Diameter (DBH measured in mm or inches)	Critical Root Zone (minimum distance of fence from trunk)	
200 mm / 7.9"	1.2 M	
250 mm / 9.8"	1.5 M	
300 mm / 11.8"	1.8 m	
350 mm / 13.8"	2.1 M	
400 mm / 15.7"	2.4 M	
450 mm / 17.7"	2.7 M	
500 mm / 19.7"	3.0 m	
550 mm / 21.7"	3.3 m	
600 mm / 23.6"	3.6 m	
750 mm / 29.5"	4.5 m	
900 mm / 35.4"	5.4 m	
1000 mm / 39.4"	6.o m	
Minimum Critical Root Zone Calculation: divide DBH (mm) by 166 Example: 800 mm divided by 166 = 4.8 m minimum distance from trunk		

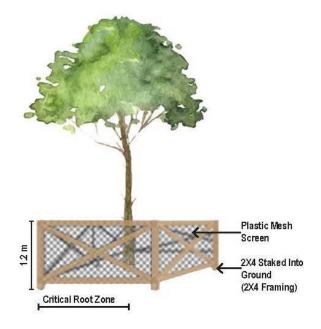
• Visible signage must be posted advising that encroachment inside the protected area is forbidden. Signage to be posted on at least two sides (weather-proof, 11"x17" minimum size). Sign must read:

# NO ENTRY Tree Protection Zone If barrier has fallen over report immediately for repair

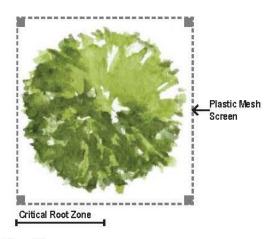
Phone: (xxx) xxx-xxxx

<u>Figure 1 – Standard Tree Protection Barrier Examples</u>

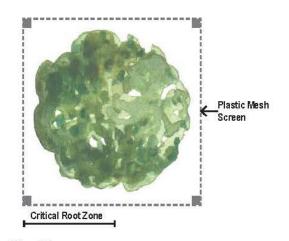




**Elevation View** 



**Elevation View** 



Plan View

Plan View

## **CITY OF KELOWNA**

## **BYLAW NO. 12408**

## 2023 Permissive Tax Exemption Bylaw

A bylaw pursuant to Sections 220, 224 and 225 of the Community Charter, to exempt from taxation certain lands and improvements situated in the City of Kelowna

The Mu	unicipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:
1.	Those certain parcels or tracts of land and improvements, situated, lying and being in the City of Kelowna, as described in Schedules "A" to "I" attached hereto and forming part of this bylaw, shall be exempt from taxation.
2.	This bylaw shall come into full force and effect and is binding on all persons during the 2023 taxation year.
3.	This bylaw may be cited as "2023 Permissive Tax Exemption Bylaw No. 12408".
Read a	first, second and third time by the Municipal Council this 20th day of September, 2022.
Adopte	ed by 2/3 of the Municipal Council of the City of Kelowna this
	Mayor
	City Clerk

Schedule A – Public Worship			
FOLIO	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Lot 1, Blk 13, Plan 202,	The Union of Slavic Churches of	
001230		Evangelical Christians c/o Trustees	
	Lots 2 and 3, Blk 15,		
001350		Trustees of First United Church	
001330	Lot 4 ,Blk 15, Plan 202,		
	DL 138 In Trust - DD		
001360	197582F	Trustees of First United Church	
001300	Lot 5, Blk 15, Plan 202,		
	DL 138 In Trust - DD		
001370	197582F	Trustees of First United Church	
001370	Lot 25, Plan 578, DL	- Tradition of the control of the co	
	138, Except Plan		
	H16278, Lot A, PL		
006911	KAP5277	Kelowna Buddhist Society	
000911	Lot 2, Plan KAP1319, DL	Truth Now Tabernacle United	
010200	138	Pentecostal Church	
018380	Lot 19-20, Plan 2085,	rentecostal church	
024200	District Lot 139	Unitarian Fallaushin of Kalauma Casiatu	Daycare excluded
021300	DISTRICT LOT 139	Unitarian Fellowship of Kelowna Society	
	L-+ C DI 2274 DI 420	Kelowna Tabernacle Congregation -	
022500		Trustees	
	Lot 1, Plan 11332, DL	Governing Council of the Salvation Army	
051070		in Canada	
	Lot A, Plan 16013, DL		
057510	137	Convention Baptist Churches of BC	
		The Trustees of Congregation of	
062110	Lot A, KAP65650	Kelowna Bible Chapel	
062420	Lot 2 Plan 17022	Congregation of Kolowna Bible Chanel	
062120	Lot 2, Plan 17933	Congregation of Kelowna Bible Chapel	
0.50500	L-+2 Dl 25524	Trustees Congregation - Grace Baptist	
068680	Lot 3, Plan 25524	Church	
060380	Lot A, Plan 27070	Roman Catholic Bishop Of Nelson	Residence excluded
003360	Lot 1, Plan 30180,	Governing Council of the Salvation Army	
071130	DL137	in Canada (Community Church)	
0/1130	52137	BC Corp of the Seventh-Day Adventist	
071600	Lot 4, Plan 30824	Church	
071680	Lot A, Plan 33076,	Charen	
074503	DL138	Roman Catholic Bishop of Nelson	Residence excluded
074502	DFT30	Trustees of The Congregation of the	
075340	Lot 1 Dlan 24627		
075210	Lot 1, Plan 34637	Christ Evangelical Lutheran Church	
0====	Lot C, Plan 40170,	The Congregation of the First Mennonite	
076394	DL137	Church	
	1 - 1 4 DI- WAD (=2.12	Ukrainian Catholic Eparchy of New	Residence excluded
078266	Lot 1, Plan KAP47242	Westminster	
	Lot A, Plan KAP91385,		
083239	DL 14	Synod of the Diocese of Kootenay	

Schedule A – Public Worship			
FOLIO	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
03255.224	Lot 1, Plan KAP56294	Trust Cong St David's Presb Church	
03337.370	Lot A, Plan 23927	Kelowna Christian Reformed Church	Daycare excluded
03337.769	Lot A, Plan KAP83760	Okanagan Jewish Community Association	Daycare excluded
03378.102	Lot A, Plan 44041	Trustees of the Glenmore Congregation of Jehovah's Witnesses	
03922.000		BC Association of Seventh Day Adventists	
04310.442	Lot A, Plan 31085	Seventh-Day Adventist Church (BC Conference)	
	Lot PT 26, Plan 187 Except Plan 3067, That PT of L 25 PL 187 S/O PL	Synod of the Diasess of Kostonay	
04423.888	Lot 1, Sec 19, Twp 26, Plan 37842	Synod of the Diocese of Kootenay  Kelowna Full Gospel Church Society	Housing society residences excluded
04645.000	Lot 7, Plan 3727	Church of the Nazarene - Canada Pacific	
04660.000	Lot 1, Plan 4877	Serbian Orthodox Par-Holy Prophet St Ilija (Parish)	Residence excluded
04803.157	Lot A, Sec 22, Twp 26, Plan 71145	Seventh-Day Adventist Church (BC Conference)	Residence excluded
04804.250	Lot A, Plan 29696	Gurdwara Guru Amardas Darbar Sikh Society	Residence excluded
05475.931	Lot Pcl Z, Sec 23, Twp 26, Plan 24426, Except Plan KAP69971, DD J53659	Evangelical Missionary Church of Canada	
05476.791	Lot B, Plan 41234	BC Conference of Mennonite Brethren Churches	Housing society residences excluded
05606.001	Lot A, Plan KAP76650	Okanagan Sikh Temple & Cultural Society	Residence excluded
05611.000	Lot PT 2, Plan 2166	Roman Catholic Bishop of Nelson	Residence excluded
05752.000	Lot A, Plan 4841	Okanagan Chinese Baptist Church	
06198.870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	
06199.358	Lot H, Sec 26, Twp 26,Plan 26182	Faith Lutheran Church of Kelowna	Daycare excluded
06337.001	Lot 1, Sec 27, Twp 26 Plan 63747	BC Muslim Association	
06370.120	Lot A, Plan 19465, DL 143, Sec 27, Twp 26	Trustees of Spring Valley Congregation of Jehovah's Witnesses	

Schedule A – Public Worship			
FOLIO	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
		,	Property 50/50 split church/school
06372.497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	Tropological spine smarter, series
06372.506	Lot A, Plan KAP56177	New Apostolic Church of Canada Inc.	
	Lot 1, Sec 29 & 32, Plan	The Church of Jesus Christ of Latter-Day	
06496.742	KAP64073	Saints	
	1 1 A BL 44220	Trustees Rutland United Church Pastoral	Daycare excluded
06735.000	Lot A, Plan 11320	Charge of the United Church	
06198.872	Parcel A, Plan 22239	Synod of the Diocese of Kootenay	
	·		
07212.492	Lot 1, Plan 37256	Synod of the Diocese of Kootenay	
	Lot A, Plan 20452, DL	Christian & Missionary Alliance -	
10407.200	128	Canadian Pacific District	
		St. Peter & Paul Ukrainian Greek	Housing society residences
10468.000	Lot 2, Plan 9491, DL 129	Orthodox Church of Kelowna	excluded
10408.000	Lot A, Plan 37351	Of though charen of Relowna	
10519.844	(Portion of Lot)	Apostolic Resource Centre Society	Commercial lease space excluded
10519.644	EPP64708, Lot A, DI	Apostolic Resource Centre Society	
10519.903	129, LD 41	Kelowna Trinity Baptist Church	
10319.903	Lot 2, Plan KAP44292,	Relowna Hilley Baptist Charen	
10738.366	DL 131	Evangel Tabernacle of Kelowna	Property 50/50 split church/school
10730.300	<u> </u>	Evanger rapermatic of Relevand	Residence excluded
10768.002	Lot 2, Plan KAP81588	Roman Catholic Bishop of Nelson	nesidence excidued
	_		
10936.348	Lot 1, Plan 35917	Kelowna Gospel Fellowship Church	
		Canadian Mission Board of the Church of	Housing society residences
10936.653	Lot 1, Plan 41844	God in Canada	excluded
10330.033	2002, 1101112011		Property 50/50 split church/school
10937.443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna BC	Property 30/30 split charcily school
	Lot 1, Plan 25466, DL	Trustees of The Lakeshore Congregation	
11025.140	135	of Jehovah's Witnesses	
	Lot 7, Plan 25798, DL	Congregation of Bethel Church of	
11025.172	135	Kelowna	
	Lot 1, Plan 12441, DL		
11059.000	136 Trustees	Providence Baptist Church	
	Lot 1, Plan KAP52447,		
11097.073	DL 136	C3 Church	
	Lot 8, Plan 1303 & Lot		
	1, DL 139 PL13585 &	The BC Conference of the Mennonite	
016620	Lot 1 DL139 PL 3585	Brethren Church	

	Schedule B – Private Schools			
FOLIO	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS	
	LT 1, PL EPP68016, DL	Catholic Independent Schools of Nelson		
025561	138	Diocese		
	Lot A, Plan 33076, DL		Residence excluded	
074502	138	Roman Catholic Bishop of Nelson	residence exeluded	
03458.033	Lot 1, KAP86356	Aberdeen Hall Preparatory School Society	Vacant land excluded	
		Okanagan Montessori Elementary School		
04417.000	Lot A, Plan KAP1725	Society		
		Seventh-Day Adventist Church - BC		
05122.000	Lot 2, KAP3849	Conference		
			Property 50/50 split	
06372.497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	church/school	
06372.527	Lot A, Plan KAP71175	Vedanta Educational Society Inc		
07212.595	Lot A, Plan KAP48732	Lakeside Educational Society of Kelowna		
07212.596	Lot B, Plan KAP48732	Lakeside Educational Society of Kelowna		
10589.111	Lot 1, Plan KAP59724	Kelowna Society for Christian Education		
	Lot 2 Plan KAR44202		Property 50/50 split	
10738.366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	church/school	
10/38.300	Lot A, Plan KAP54674,	The Catholic Independent Schools of Nelson	+	
10738.378	DL 131	Diocese		
10/30.3/6	52 131	Diocese	Property 50/50 split	
			church/school	
10937.443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna	charchy seriour	

Schedule C – Hospitals			
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Lot A, Plan		
079392	KAP60581, DL 14	Canadian Cancer Society	

	Schedule D – Special Needs Housing			
	LEGAL	1		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS	
	Lot 15, Plan 462,			
004340	DL 139	Kelowna Gospel Mission Society		
	Lot 4, Plan 635,	The Bridge Youth & Family Services		
007270	DL 14	Society		
	Lot 10, Plan			
023390	2498, DL 137	Bridges to New Life Society		
		New Opportunities for Women (NOW)		
033110	Lot 2, Plan 3929	Canada Society		
048500	Lot 8, Plan 10011	Okanagan Halfway House Society Inc		
	Lot 35, Plan			
048770	10011	Okanagan Halfway House Society		
	Lot 31, Plan			
048730	10011, DL 137	Resurrection Recovery Resource Society		
0/07/0	Lot 32, Plan			
048740	10011, DL 137	Resurrection Recovery Resource Society		
0/0750	Lot 33, Plan			
048750	10011, DL 137	Resurrection Recovery Resource Society		
050050	Lot 22, Plan			
050050	KAP10689	Resurrection Recovery Resource Society		
050000	Lot 23, Plan	Description Description Description		
050060	10689	Resurrection Recovery Resource Society		
050070	Plan 10689, Lot 24	Resurrection Recovery Resource Society		
030070	Lot 25, Plan	Resultection Recovery Resource Society		
050080	10689	Resurrection Recovery Resource Society		
030000	10005	Society of St. Vincent De Paul of Central		
050650	Lot A, PL 11018	Okanagan		
	2017.4. 2 22020	Central Okanagan Emergency Shelter		
055030	Lot 4, Plan 14741	Society		
	,	Central Okanagan Emergency Shelter		
055040	Lot 5, Plan 14741	Society		
055150	Lot A, Plan 14836	Okanagan Halfway House Society		
	Plan KAS2634,	Okanagan Mental Health Services		
080873	Lot 1	Society		
	Plan KAP33003,	The Bridge Youth & Family Services		
05476.630	Lot A	Society		
	Plan KAP22268,	The Bridge Youth & Family Services		
06370.241	Lot D	Society		
	PCL A, Plan			
	KAP52447, DL	National Society of Hope /Provincial		
11097.075	136	Rental Housing Corp		
	Plan KAP3185,			
026370	Lot 2, DL 138	Resurrection Recovery Resource Society		

	Schedule E – Social Services		
FOLIO	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Lot 14, Plan 462		
004330	Block 5	Kelowna Gospel Mission Society	
	Lots 3 and 4, Blk		
	8, DL 139, Plan		
004580	462	Ki-Low-Na Friendship Society	
	Plan 830, Lot 2,		
	DL 14, Blk 21 exc		
009900	Parcel 2A, B1750	Canadian Mental Health Association	
010470	Lot 11, Plan 922	Kelowna & District S.H.A.R.E. Society	
0167/0	Lot A, Plan	D. I. Aleiter C. C.	
016740	46222	Pathways Abilities Society	
026100	Lot 138, Plan	Okanagan Boys & Girls Clubs/City of	
026190	3163	Kelowna	
0/ 5063	Lat A Diam 0012	Okanagan Boys & Girls Clubs/City of	
045862	Lot A, Plan 9012	Kelowna	
052700	Lot C, Plan	Roman Catholic Bishop of Nelson	
052700	12546, DL 138 Plan EPP11464,	Roman Catholic Bishop of Nelson	
055261	Lot A	Daycare Connection Childcare Society	
057060	Plan 15778, Lot B	Ki-Low-Na Friendship Society	
03/000	Lot A, Plan	Okanagan Boys & Girls Clubs/City of	
059530	16898	Kelowna	
033330	10050	Relowiid	Criteria #7: 1,786 sq ft taxable for
066250	Lot 1, Plan 22678	Kelowna(#26) Royal Canadian Legion	liquor/food services
000200	Lot A, Plan	Central Okanagan Community Food	
070175	28500	Bank Society	
	Lot 1, Blk 6, Sec	,	
	20, Twp 26,		
	ODYD, Plan	Central Okanagan Child Development	
076262	39580	Association	
		YMCA of Okanagan Association/School	
	Lot G, Plan	District No. 23 (Central	
072685	KAP31716	Okanagan)	
	Lot A, FL 139, LD		
	41, Plan		
079078	KAP58056	Kelowna Community Resources Society	
	Lot A, Plan	Governing Council of the Salvation	
04918.002	KAP90062	Army in Canada	
	Lot 5, Plan		
05477.053	KAS2126	MADAY Society for Seniors	
06198.704	Lot 1, Plan KAP91112	Boys & Girls Clubs/City of Kelowna	
	Lot 19, Plan		
06370.273	23749	Ki-Low-Na Friendship Society	
	Lot 2, Plan		
06371.030	KAP30323	Pathways Abilities Society	
	Lot 2, Plan	Big Brothers Big Sisters of the	
06774.486	KAS2048	Okanagan Society	

	Schedule E – Social Services		
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Lot 7, Plan	Big Brothers Big Sisters of the	
06774.491	KAS2048	Okanagan Society	
10508.002	Lot 2, Plan 15777	Kalano Club of Kelowna	
	Lot A, Plan	Reach Out Youth Counselling & Services	
10519.925	KAP54261	Society	
	Lot 1, Plan		
	15596, Except		
10707.000	Plan KAP73753	BHF Building Healthy Families Society	
	Lot 1, Sec 20,		
	Twp 26, ODYD,	Starbright Children's Development	Criteria #5: 7,568 sq ft taxable for
057010	Plan 15741	Centre Assoc.	lease/rental to third parties
	Lot B, Plan		
	EPP64039, Sec	Kelowna Trinity Baptist Church Legacy	
04426.002	16, TWP 26	Foundation	Exemption for Class 9 portion only
	Lot 9, Blk 7, Plan		
004550	KAP462, DL139	Ki-Low-Na Friendship Society	

	Schedule F – Public Park or Recreation Ground, Public Athletic or Recreational		
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Part DL 14 (.727		
	Acres) Lot A,	Kelowna Lawn Bowling Club/City of	
000571	Plan 5352	Kelowna	
007000		Kelowna Badminton Club/City of	
037220	Lot 4, Plan 4921	Kelowna	
073507	Lot 2, Plan 32159	Kelowna Cricket Club/City of Kelowna	
000066	Lot B, Plan	Kelowna Major Men's Fastball	
080966	KAP76448	Association/City of Kelowna	Criteria #7: 2 000 and fatarrable for
000067	Lot A, Plan KAP76448	Kalayyaa Cyrling Clyb/City of Kalayyaa	Criteria #7: 2,000 sq ft taxable for
080967	Lot 1, Plan	Kelowna Curling Club/City of Kelowna	liquor/food services Criteria #7: 21,168 sq ft taxable for
083521	EPP29214	Kelowna Yacht Club	liquor/food services
003321	Plan 2020, Parcel	Relowiia Facili Clob	ilquoi/100u sei vices
	A, PCL A		
04009.000	(KG34204)	Kelowna & District Fish & Game Club	Exemption for Class 8 portion only
0.1003.000	(1(03 120 1)	Kelowna United Football Club/City of	Exemption for class a partial only
04078.511	Lot 2, KAP80134	Kelowna	
0.070.012	2002/1000000	RG Arenas (Kelowna) Ltd/City of	H2O Centre (except retail on folio
04078.511	Lot 2, KAP80134	Kelowna	04078.513)
	Lot 1 & 2, Plan	East Kelowna Community Hall	Criteria#9: Caretaker Agreement in
04453.000	3067	Association	place
		Central Okanagan Land Trust/Central	
04525.505	Lot 1, KAP61083	Okanagan (Regional District)	Land Conservation (Parkland)
	Lot 1, Plan	Okanagan Gymnastic Centre/City of	
06198.705	KAP91112	Kelowna	
	Lot B, Plan		Criteria #5: 1,200 sq ft taxable for
06225.585	KAP53836	Rutland Park Society	lease/rental to third parties
	Part S 1/2 of SW	Central Okanagan Land Trust/Central	
06935.000	1/4	Okanagan (Regional District)	Land Conservation (Parkland)
0.000.000	Part N 1/2 of SW	Central Okanagan Land Trust/Central	
06936.000	1/4	Okanagan (Regional District)	Land Conservation (Parkland)
	Lot Fr E 1/2 Sec		
06961.000	17, Twp 28 exc Plan B4553	Nature Trust of BC	Land Conservation (Parkland)
00901.000	Fr NE 1/4 Sec 17,	Nature Host of BC	Land Conservation (Parkiand)
	Twp 28 SDYD,		
	shown Amended		
	Plan B4553, exc		
06962.004	Plan 26911	Nature Trust of BC	Land Conservation (Parkland)
	Lot A, Sec 17,		, , , , , , , , , , , , , , , , , , , ,
	Twp 28, Plan		
06962.006	41403	Nature Trust of BC	Land Conservation (Parkland)
06962.008	Lot B, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
06974.000			
-	Lot 11, Sec. 22,		
06974.001	Plan 4080	Scout Properties (BC/Yukon) Ltd	
	Lot 14, Sec. 28,		
06976.000	Plan 8258	Scout Properties (BC/Yukon) Ltd	

Schedule F – Public Park or Recreation Ground, Public Athletic or Recreational			
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
09461.002-	Lot A-D, DL 14,	Kelowna Outrigger Racing Canoe Club	Criteria #9: Caretaker Agreement in
09461.005	Plan EPP96732	Association/City of Kelowna	place
			Criteria #9: Caretaker Agreement in
10776.000	Plan 9359, Lot 2	Kelowna Riding Club	place
11501.989		Central Okanagan Small Boat	Criteria #9: 541 sq ft taxable for
/ 11501.979	Lot 1, Plan 35229	Association/City of Kelowna	residence
		Kelowna Minor Fastball Society/City of	
11151.004	Lot 1, Plan 11796	Kelowna	
	Lot 1, Plan	Okanagan Mission Community Hall	
12184.556	KAP69898	Association	

		Schedule G – Cultural	
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Lot 1, Block 12,		
000950	Plan 202	Centre Cultural François De L' Okanagan	
	Lot 49, Plan 262,		
001830	Blk 15	Kelowna Canadian Italian Club	
		Kelowna Museums Society/City of	
038641	Lot A, Plan 5438	Kelowna	
	Plan 5438, D.L.	Kelowna Museums Society/City of	
038644	139	Kelowna	
		City of Kelowna/Kelowna Museums	Criteria #3: 200 sq ft taxable for retail
077062	Lot 1, Plan 42511	Society	space
	Lot A, Plan		
089195	EPP95954	Kelowna Art Gallery	
		Kelowna Visual & Performing Arts	
080250	Lot A, KAP67454	Centre Society/City of Kelowna	
		Kelowna Visual & Performing Arts	
080252	Lot A, KAP67454	Centre Society/City of Kelowna	
		Kelowna Visual and Performing Arts	
080256	Lot A, KAP67454	Centre Society/City of Kelowna	
		Kelowna Visual & Performing Arts	
080259	Lot A, KAP67456	Centre Society/City of Kelowna	
		Okanagan Symphony Society/City of	
083355	Lot 1, KAP92254	Kelowna	
	Plan EPP51686,		
05669.001	Lot A, Section 26	Okanagan Buddhist Cultural Centre	
	Lot 10,		
07212.624	KAP72245	Westbank First Nation	
			Criteria #7: 4,413 sq ft taxable for
10349.220	Lot B, Plan 28112	German-Canadian Harmonie Club	liquor/meal services
	Lots 15 and 16,		Criteria #9: Caretaker agreement in
10388.000	Blk. 7, Plan 415B	Central Okanagan Heritage Society	place
		Roman Catholic Bishop of Nelson	
10768.001	Lot A, Plan 6710	Pandosy Mission	
	Plan KAS944,		
	Lot 2, Section 19,		
04571.614	Township 26	OCCA Communities Association	
	Plan KAS1996,		
	Lot 1, District Lot		
079428	136	Chabad Okanagan Society	

Schedule H – Other Non-Profit Societies			
	LEGAL		
FOLIO	DESCRIPTION	REGISTERED OWNER/LESSEE	COMMENTS
	Plan EPP 74060,	Tourism Kelowna Society/City of	Criteria #3: 165 sq ft taxable for retail
000641	Lot 1527	Kelowna	space
016670	Lot 16, Plan 1303	Kelowna Yoga House Society	
	Strata Lot 2, Plan		
023422	EPS6884, DL 137	Columbus Holding Society	
077364	Lot A, Plan 43658	Kelowna Sr. Citizens Society of BC	
	Lot A, Plan		
05763.001	KAP82536	Kelowna General Hospital Foundation	
	PL KAP91112, LT		
	1, SEC 26, TWP	Kelowna & District Safety Council	
06198.706	26	Society/City of Kelowna	
	Lot 2, Plan	Father DeLestre Columbus (2009)	
06200.302	EPS6838	Society	
	Lot 11, Plan 515,	BC Society for Prevention of Cruelty to	
10759.011	Blk 1	Animals	

Schedule I - Municipal Tax impact for the years 2023-2025:

Schedule	Property Classification	2023	2024	2025
A - Public Worship	· · · · ·			
•	Class 01 - Residential	0	0	0
	Class 06 - Business	1,548	1,625	1,706
	Class 08 - Recreation/Non-Profit	322,995	339,043	355,962
	Total Municipal Taxes	\$324,543	\$340,668	\$357,668
<b>B</b> - Private Schools				
	Class 01 - Residential	0	0	0
	Class 06 - Business	73,898	77,570	81,442
	Class 08 - Recreation/Non-Profit	3,743	3,929	4,125
	Total Municipal Taxes	\$77,641	\$81,499	\$85,567
C - Hospitals				
	Class 01 - Residential	0	0	0
	Class 06 - Business	16,239	17,046	17,897
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$16,239	\$17,046	\$17,897
D - Special Need Ho	using			
	Class 01 - Residential	66,150	69,434	72,898
	Class 06 - Business	3,852	4,044	4,245
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$70,002	\$73,478	\$77,143
E - Social Services			I	
	Class 01 - Residential	20,976	22,018	23,117
	Class 06 - Business	314,088	329,700	346,153
	Class 08 - Recreation/Non-Profit	8,841	9,282	9,745
	Class 09 - Farm Land	19	20	21
	Class 91 - Farm Residence	869	912	958
	Total Municipal Taxes	\$344,793	\$361,932	\$379,994
F - Public Park or Re	creation Ground, Public Athletic or F	1		
	Class 01 - Residential	88,932	93,352	98,011
	Class 06 - Business	77,513	81,365	85,424
	Class 08 - Recreation/Non-Profit	248,256	260,594	273,597
	Total Municipal Taxes	\$414,701	\$435,311	\$457,032
G - Cultural Organiza		2.052	4.055	4.257
	Class 01 - Residential	3,863	4,055	4,257
	Class 06 - Business	440,099	461,974	485,026
	Class 08 - Recreation/Non-Profit	11,895	12,486	13,108
II. Other New Profit	Total Municipal Taxes	\$455,857	\$478,515	\$502,391
H - Other Non-Profit		747	704	022
	Class 01 - Residential	747	784	823
	Class 06 - Business	71,135	74,671	78,398
	Class 08 - Recreation/Non-Profit	671.003	0 675.455	670 221
Total Impost	Total Municipal Taxes	\$71,882	\$75,455	\$79,221
Total Impact	Class 01 Posidontial	100 660	100 642	100 100
	Class 01 - Residential	180,668	189,643	199,106

Total Municipal Taxes	\$1,775,658	\$1,863,904	\$1,956,913
Class 91 - Farm Residence	869	912	958
Class 09 - Farm Land	19	20	21
Class 08 - Recreation/Non-Profit	595,730	625,334	656,537
Class 06 - Business	998,372	1,047,995	1,100,291

## **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'(I) Application Requirements be deleted in their entirety that read:
  - "I) 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 (I)";
- 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)";
- 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";
- 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";
- AND THAT 'Schedule '10' Heritage Revitalization Agreement Applications, 1.0 APPLICATION REQUIREMENTS, 1.1 be amended by deleting "I) Conceptual, Direct, or Council Landscape Plan (if applicable)" and replace it with "I) Landscape Plan (if applicable);

- 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 "I) 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 Co	ouncil this 26 <sup>th</sup> day of September, 2022.
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Adopted by the Municipal Council of the City of Kelow	na this
	Mayor

City Clerk