

**City of Kelowna**  
**Regular Council Meeting**  
**AGENDA**



Monday, February 6, 2023  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

**Pages**

**1. Call to Order**

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

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

**2. Confirmation of Minutes**

4 - 9

PM Meeting - January 23, 2023

**3. Acknowledgement of Al Horning**

To acknowledge Al Horning and his life-long contributions to Kelowna.

**4. Development Application Reports & Related Bylaws**

Council will take a short break as part of the Acknowledgement of Al Horning and reconvene at 2:00 pm

**4.1 Hoover Rd 1065 - Z21-0098 (BL12479) - Neelam Kumari Khuttan**

10 - 28

To rezone the subject property from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone to facilitate the development of a second dwelling.

**4.2 Union Rd 1975 - Z21-0056 (BL12481) - Multiple Owners**

29 - 67

To rezone the subject property from the C1 – Local & Neighbourhood Commercial zone to the MF3 – Apartment Housing zone to facilitate the development of Apartment Housing.

**4.3 Benvoulin Ct 2165 - DP21-0283 - Benvoulin Apartments Kelowna 2022 Ltd., Inc.No. BC1342273**

68 - 124

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

4.4	<b>Hwy 97 N 2592 - DP22-0177 - 647700 B.C. Ltd., Inc.No. BCo647700</b>	125 - 165
	To issue a Development Permit for the form and character of a hotel.	
<b>5.</b>	<b>Non-Development Reports &amp; Related Bylaws</b>	
5.1	<b>UMO Electronic Transit Fare Collection System</b>	166 - 181
	To inform Council of transit fare policy changes required to support implementation of BC Transit's Umo, electronic fare collection system.	
5.2	<b>ICIP Grant Application</b>	182 - 197
	To secure grant funding for public transit by providing letters of support for BC Transit's ICIP funding submissions for refurbishment of the Hardy Transit Centre and planning/design work for the new Hollywood Road Transit Centre.	
5.3	<b>Destination Development Grant Funding - Island Stage</b>	198 - 206
	To provide Council with an overview of the Destination Development Grant (DDG) program and receive Council endorsement to apply for DDG funding for the Island Stage Rejuvenation Project.	
5.4	<b>Kelowna Art Gallery and Rotary Centre for the Arts Lease and Operating Agreements</b>	207 - 338
	To obtain approval from City Council for the Lease and Operating Agreements between the City of Kelowna and the Kelowna Art Gallery Association and between the City of Kelowna and the Kelowna Visual & Performing Arts Centre Society.	
5.5	<b>Delegation of Authority 2022</b>	339 - 346
	To provide Council with a summary of the transactions approved by the Manager, Property Management between January 1, 2022, and December 31, 2022, in accordance with Bylaw No. 11250.	
5.6	<b>Road Closure Adjacent to 4004 Bluebird Road, 4020 Lakeshore Road, and 4058 Lakeshore Road</b>	347 - 356
	To seek Council approval for the closure of road adjacent to 4004 Bluebird Road, 4020 Lakeshore Road, and 4058 Lakeshore Road for consolidation with 4020 Lakeshore Road.	
5.7	<b>BL11606 - Road Closure Bylaw - Adjacent to 4020 Lakeshore Rd</b>	357 - 358
	To give Bylaw No. 11606 first, second and third reading.	
5.8	<b>BL11607 - Road Closure Bylaw - Adjacent to 4058 Lakeshore Rd</b>	359 - 360
	To give Bylaw No. 11607 first, second and third reading.	



**5.9 BL11609 - Road Closure Bylaw - Adjacent to 4004 Bluebird Rd** 361 - 362  
To give Bylaw No. 11609 first, second and third reading.

**6. Bylaws for Adoption (Non-Development Related)**

**6.1 BL12471 - Housing Agreement Authorization Bylaw - 155 Bryden Road** 363 - 370  
To adopt Bylaw No. 12471.

**6.2 BL12472 - Housing Agreement Authorization Bylaw - 2241 Springfield Road** 371 - 378  
To adopt Bylaw No. 12472.

**6.3 BL12476 - Amendment No. 8 to Council Procedure Bylaw No. 9200** 379 - 382  
To adopt Bylaw No. 12476.

**7. Mayor and Councillor Items**

**8. Termination**



**City of Kelowna  
Regular Council Meeting  
Minutes**

Date:	Monday, January 23, 2023
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Tom Dyas, Councillors Ron Cannan, Charlie Hodge, Gord Lovegrove, Mohini Singh, Luke Stack*, Rick Webber and Loyal Wooldridge
Members Absent	Councillor Maxine DeHart
Staff Present	City Manager, Doug Gilchrist; Deputy City Clerk, Laura Bentley; Divisional Director, Planning & Development Services, Ryan Smith*; Development Planning Department Manager, Terry Barton*; Community Planning & Development Manager, Dean Strachan*; Senior Airport Finance & Corporate Services Manager, Shayne Dyrdal*; Airport Director, Sam Samaddar*; Divisional Director, Partnership and Investments, Derek Edstrom*; Grants & Special Projects Manager, Michelle Kam*; City Clerk, Stephen Fleming*
Staff participating Remotely (* Denotes partial attendance)	Legislative Coordinator (Confidential), Arlene McClelland

**1. Call to Order**

Mayor Dyas called the meeting to order at 1:30 p.m.

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

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

**2. Confirmation of Minutes**

Councillor Lovegrove stated that his recollection is he had opposed Item 3.2 of the January 16, 2023 meeting and asked Council to amend the minutes.

Council amended the minutes at the request of Councillor Lovegrove.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R0049/23/01/23 THAT the Minutes of the Regular Meetings of January 16, 2023, as amended, be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

#### 3.1 Hilltown Drive 3500 - OCP23-0002 (BL12477) Z22-0076 (BL12478) - Grant Wayne Gaucher and Lorrie Ann Rockl

Staff:

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

Moved By Councillor Cannan/Seconded By Councillor Singh

**R0050/23/01/23** THAT Official Community Plan Map Amendment Application No. OCP23-0002 to amend Map 3.1 in the Kelowna 2040 – Official Community Plan Bylaw No. 12300 by changing the Future Land Use designation of portions of Lot A Sections 28 and 33 Township 23 ODYD PLAN EPP117593, located at 3500 Hilltown Drive, Kelowna, BC from the S-RES - Suburban Residential designation to the R-AGR - Rural – Agricultural and Resource designation, as shown on Map “A” attached to the Report from the Development Planning Department dated January 23, 2023 be considered by Council;

AND THAT Rezoning Application No. Z22-0076 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot A Sections 28 and 33 Township 23 ODYD PLAN EPP117593 located at 3500 Hilltown Drive, Kelowna, BC from the A2 – Agriculture / Rural Residential zone and CD18 – McKinley Beach Resort zone to the A2c – Agriculture / Rural Residential with Carriage House zone, as shown on Map “B” attached to the Report from the Development Planning Department dated January 23, 2023 be considered by Council;

AND THAT the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT final adoption of the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to issuance of a Natural Environment and Hazardous Condition Development Permit.

**Carried**

#### 3.2 Hilltown Drive 3500 - BL 12477 (OCP23-0002) - Grant Wayne Gaucher and Lorrie Ann Rockl

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

**R0051/23/01/23** THAT Bylaw No. 12477 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

**Carried**

#### 3.3 Hilltown Drive 3500 - BL12478 (Z22-0076) - Grant Wayne Gaucher and Lorrie Ann Rockl

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

**R0052/23/01/23** THAT Bylaw No. 12478 be read a first time.

**Carried**

### 3.4 Supplemental Report - Rezoning Bylaw Reading Consideration

Staff:

- Commented on supplemental and additional correspondence received.

### 3.5 Rezoning Bylaw Readings

- 3.5.1 Hedeman Ct 5399 - BL12467 (Z22-0066) - Hedeman Property Holding Corp., Inc. No. BC1122411

Moved By Councillor Singh/Seconded By Councillor Wooldridge

R0053/23/01/23 THAT Bylaw No. 12467 be read a first, second and third time and be adopted.

Carried

### 3.6 Rezoning Bylaw Readings

Council:

- Commented on correspondence received for Item 3.6.2 on Lakeshore Rd 4371 - BL12469 and requested that the bylaw be considered separately.

- 3.6.1 Dougall Rd N 285 305 McIntosh Rd 365 - BL12468 (Z22-0063) - 285 Dougall Rd Development Ltd., Inc. No. 1348727

- 3.6.3 Turner Rd 4346 - BL12470 (Z22-0065) - Paul and Leah Williams

Moved By Councillor Wooldridge/Seconded By Councillor Lovegrove

R0054/23/01/23 THAT Bylaw Nos. 12468 and 12470 be read a first, second and third time.

Carried

- 3.6.2 Lakeshore Rd 4371 – BL12469 (Z22-0062) – Yong Zhang

Staff:

- Responded to questions from Council.

Moved By Councillor Cannan/Seconded By Councillor Hodge

R0055/23/01/23 THAT Bylaw No. 12469 be given first reading and advanced to a Public Hearing.

Carried

Councillors Stack and Wooldridge - Opposed

### 4. Bylaws for Adoption (Development Related)

- 4.1 Eastbourne Rd 625 - BL12462 (Z22-0067) - Anthony James Morris Kuchma and Kristen Nicole Kuchma

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R0056/23/01/23 THAT Bylaw No. 12462 be adopted.

Carried



## 5. Non-Development Reports & Related Bylaws

### 5.1 Delegated Authority for Development Variance Permits

Staff:

- Displayed a PowerPoint Presentation outlining delegation of authority options for minor development variance permits and responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Lovegrove

**R0057/23/01/23** THAT Council receive, for information, the report from the Divisional Director of Planning and Development Services dated January 23<sup>rd</sup>, 2023, with respect to options for the Development Variance Permit process;

AND THAT Council direct Staff to prepare the necessary policies and bylaws to implement changes to approval process for Development Variance Permits as described in the report from the Divisional Director, Planning and Development Services dated January 23<sup>rd</sup>, 2023.

**Carried**

Councillor Stack departed the meeting at 2:13 p.m.

### 5.2 2022 Annual Report - Airport Director Delegation of Authority

Staff:

- Provided a summary of transactions approved between January 2, 2022 and December 31, 2022 under the Airport Director's delegated authority.

Moved By Councillor Hodge/Seconded By Councillor Singh

**R0058/23/01/23** THAT Council receive for information the report from Kelowna International Airport dated January 23, 2023, with respect to the transactions approved by the Airport Director in accordance with the Delegation of Authority to Enter into Agreement Bylaw No. 11961 for the period starting January 1, 2022 and ending December 31, 2022.

**Carried**

### 5.3 Kelowna International Airport Terminal Expansion Loan Authorization Bylaw

Staff:

- Provided an overview of the loan authorization bylaw for \$48 million for the construction of the Airport terminal expansion project.

Moved By Councillor Singh/Seconded By Councillor Webber

**R0059/23/01/23** THAT Council receive for information the Report from Kelowna International Airport and Financial Services dated January 23, 2023, regarding bylaw reading consideration for the borrowing of forty-eight million dollars (\$48,000,000) for the construction of the Kelowna International Airport terminal expansion;

AND THAT Bylaw No. 12480 being Kelowna International Airport Terminal Expansion Loan Authorization Bylaw be given reading consideration;

AND FURTHER THAT Council direct staff to prepare to conduct an alternative approval process to achieve approval of the electors, subsequent to approval of the Inspector of Municipalities.

**Carried**

**5.4 BL12480 - Kelowna International Airport Terminal Building Expansion Loan Authorization Bylaw**

Moved By Councillor Hodge/Seconded By Councillor Lovegrove

R0060/23/01/23 THAT Bylaw No. 12480 be read first, second and third time.

Carried

**5.5 2022 Grant Summary**

Staff:

- Displayed a PowerPoint Presentation summarizing the 2022 grant activity of awarded and completed grant projects and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Lovegrove

R0061/23/01/23 THAT Council receives, for information, the report from the Partnerships Office dated January 23, 2023, with respect to the 2022 Grant Summary.

Carried

**5.6 Amendments to Council Procedure Bylaw**

Staff:

- Displayed a PowerPoint Presentation outlining the proposed amendments to the Council Procedure Bylaw and responded to questions from Council.

Moved By Councillor Cannan/Seconded By Councillor Singh

R0062/23/01/23 THAT Council receives, for information, the report from the Office of the City Clerk dated January 23, 2023, regarding amendments to Council Procedure Bylaw;

AND THAT Bylaw No. 12476 being Amendment No. 8 to Council Procedure Bylaw No. 9200 be forwarded for reading consideration.

Carried

**5.7 BL12476 - Amendment No. 8 to Council Procedure Bylaw No. 9200**

Moved By Councillor Lovegrove/Seconded By Councillor Hodge

R0063/23/01/23 THAT Bylaw No. 12476 be read a first, second and third time.

Carried

**6. Mayor and Councillor Items**

Mayor Dyas:

- Acknowledged local hockey athletes at the U18 Women's World Championship and 2023 Men's World Junior Championship.

Councillor Cannan:

- Reminder to the community regarding the on-line survey and engagement opportunities for the Glenmore Recreation Park with a virtual workshop taking place January 25 & 26, 2023 from 6:30 p.m. to 8:00 p.m.
- Recognized the RCMP for their proactive Coffee with a Cop initiative.

Councillor Singh

- Will be representing Mayor Dyas at the UBC Okanagan's School of Engineering Great Northern Concrete Toboggan Race at Big White.

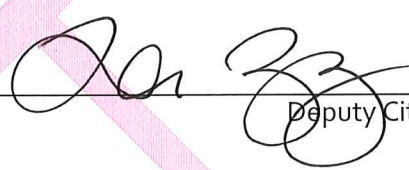
Councillor Hodge:

- Attended the Okanagan Basin Water Board meeting where concerns were raised regarding mussels invasion and looking for funding for a weed removal machine.
- Will be attending first SILGA meeting this week.

**7. Termination**

This meeting was declared terminated at 2:51 p.m.

\_\_\_\_\_  
Mayor Dyas

\_\_\_\_\_  
  
 Deputy City Clerk

/acm

DRAFT

# REPORT TO COUNCIL



**Date:** February 6, 2023

**To:** Council

**From:** City Manager

**Department:** Development Planning Department

**Application:** Z21-0098

**Owner:** Neelam Kumari Khuttan

**Address:** 1065 Hoover Road

**Applicant:** NAI Commercial Okanagan Ltd.  
– Tony Parmar

**Subject:** Rezoning Application

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

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

**Proposed Zone:** RU4 – Duplex Housing

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## 1.0 Recommendation

THAT Rezoning Application No. Z21-0098 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 Section 26 Township 26 ODYD Plan 19427, located at 1065 Hoover Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing 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 February 6, 2023.

## 2.0 Purpose

To rezone the subject property from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone to facilitate the development of a second dwelling.

## 3.0 Development Planning

Staff support the proposed rezoning to facilitate the development of a second dwelling on the subject property. The proposal aligns with the OCP Future Land Use designation of S-RES – Suburban Residential. Suburban Residential lands are intended to accommodate most of the City's single and two dwelling residential growth. The proposal conforms to OCP Policy encouraging ground-oriented housing. The applicant has registered a road reserve covenant on the title of the subject property securing a 3 m wide



walkway connection to Felix Road that is identified in the OCP on the northern edge of the property which would be constructed at such a time as the neighbouring property to the east is redeveloped.

**4.0 Proposal**

**4.1 Project Description**

The proposed rezoning from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>4</sub> – Duplex Housing zone will facilitate the development of a second dwelling on the northern portion of the subject property which is currently vacant. The parcel currently contains an existing single detached dwelling which is proposed to remain on site.

**4.2 Site Context**

The subject property is located on Hoover Road, north of McCurdy Road in Rutland. The surrounding area is designated S-RES – Suburban Residential and S-MU – Suburban Multi-Unit, and zoned RU<sub>1</sub> – Large Lot Housing, RU<sub>4</sub> – Duplex Housing, and MH<sub>1</sub> – Mobile Home and Camping. Pearson Elementary School is approximately 650 m to the southwest of the subject property. Transit stops and a small commercial development are approximately 550 m to the east at the intersection of Rutland Road and McCurdy Road.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	MH <sub>1</sub> – Mobile Home and Camping	Mobile Home Park
East	RU <sub>1</sub> – Large Lot Housing RU <sub>4</sub> – Duplex Housing	Single Detached Housing Semi-Detached Housing
South	RU <sub>1</sub> – Large Lot Housing	Single Detached Housing
West	RU <sub>1</sub> – Large Lot Housing	Single Detached Housing

**Subject Property Map: 1065 Hoover Road**



**5.0 Current Development Policies**

**5.1 Kelowna Official Community Plan (OCP)**

Objective 7.2 Design 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 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 transportation facilities.  <i>The proposed development is ground-oriented housing in close proximity to a transit stop, a small commercial node, and a school.</i>

**6.0 Technical Comments**

**6.1 Development Engineering Department**

- See Attachment A

**7.0 Application Chronology**

Date of Application Received: September 23, 2021

Date Public Consultation Completed: January 11, 2023

**Report prepared by:** Mark Tanner, Planner II

**Reviewed by:** Dean Strachan, Community Planning & Development Manager

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

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

**Attachments**

Attachment A: Development Engineering Memo

Attachment B: Site Plan

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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** ~~October 14, 2021~~ **January 5, 2023**  
**File No.:** Z21-0098 (**Revised**)  
**To:** Planning and Development Officer (MT)  
**From:** Development Engineering Manager (NC)  
**Subject:** 1065 Hoover Rd RU1 to ~~RU6~~ **RU4**

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The Development Engineering Branch has the following comments and requirements associated with this application to rezone the property from RU1 – Large Lot Housing to ~~RU6~~ **RU4** Duplex Housing to facilitate the addition of a second single family dwelling. The Development Technician for this file is Sarah Kelly ([skelly@kelowna.ca](mailto:skelly@kelowna.ca)).

**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. 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.

**2. DOMESTIC WATER AND FIRE PROTECTION**

- a. The property is located within the Black Mountain Irrigation District service area. The developer is required to make satisfactory arrangements with BMID for all water and fire protection-related issues. All charges for service connection and upgrading costs, as well as any costs to decommission existing services, shall be the responsibility of the developer.
- b. The Developer's Consulting Mechanical Engineer will determine the fire protection requirements of this proposed development and establish hydrant requirements and service needs. All fire flow calculations, approved by BMID, are to be shared with the Development Engineering upon submittal of off-site civil drawings.
- c. The water system must be capable of supplying the domestic and fire flow demands of the project in accordance with the Subdivision, Development, & Servicing Bylaw No. 7900.

**3. SANITARY SEWER SYSTEM**

- a. Our records indicate that the subject lot is currently each serviced with two 100-mm diameter sanitary sewer services off Hoover Rd. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted for each legal lot.

- b. If required, the applicant will arrange for the removal and disconnection of one or both of the existing services and the installation of one new larger service, complete with an inspection chamber (as per SS-S7 & SS-S9), at the applicants cost.

#### **4. STORM DRAINAGE**

- a. The developer must engage a consulting civil engineer to provide a stormwater 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 plans, minimum basement elevations (MBE), if applicable, and recommendations for onsite drainage containment and disposal systems.
- b. An Erosion and Sediment Control Plan is to be prepared by a Professional Engineer proficient in the field of erosion and sediment control. The plan is to be prepared as per section 3.14 of Schedule 4 of Bylaw 7900. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.

#### **5. ROAD IMPROVEMENTS**

- a. Hoover Rd must be upgraded to a full urban standard (SS-R4 and SS-R17) along the full frontage of the subject property; including curb and gutter, LED street lighting, landscaped and irrigated boulevard, storm drainage system, pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- b. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IIABC. Landscape and irrigation plans require approval by the Development Engineering Branch at the same time as other "issued for construction" drawings.
- c. Streetlights must be installed on all public roads. All streetlighting designs require approval by the Development Engineering Branch at the same time as other "issued for construction" drawings.

#### **6. POWER AND TELECOMMUNICATION SERVICES**

- a. 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.

#### **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. Any items required in other sections of this document.

## **8. ROAD DEDICATION/SUBDIVISION REQUIREMENTS**

- a. Each legal lot is permitted only one driveway access with a minimum width of 4m and a maximum width of 6m.
- b. A road dedication will be required to upgrade the cul-de-sac fronting the property to an SS-R17 urban standard. Extents of dedication to be confirmed with detailed design.

## **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 AGREEMENT 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. 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 design).
  - ii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
  - iii) Engineering and Inspection Fee: 3.5% of construction value (plus GST).

  
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Nelson Chapman, P.Eng.  
Development Engineering Manager

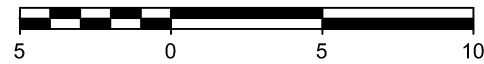
SK

# SKETCH PLAN OF PROPOSED SECOND HOME ON LOT 1 SECTION 26 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 19427

CITY OF KELOWNA  
CIVIC ADDRESS: 1065 HOOVER ROAD  
PID: 008-049-840

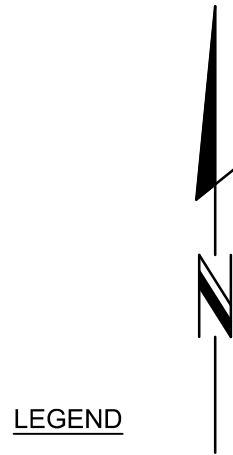
**ATTACHMENT B**  
This forms part of application # Z21-0098  
Planner Initials **MT**  
City of Kelowna COMMUNITY PLANNING

SCALE 1:250



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.

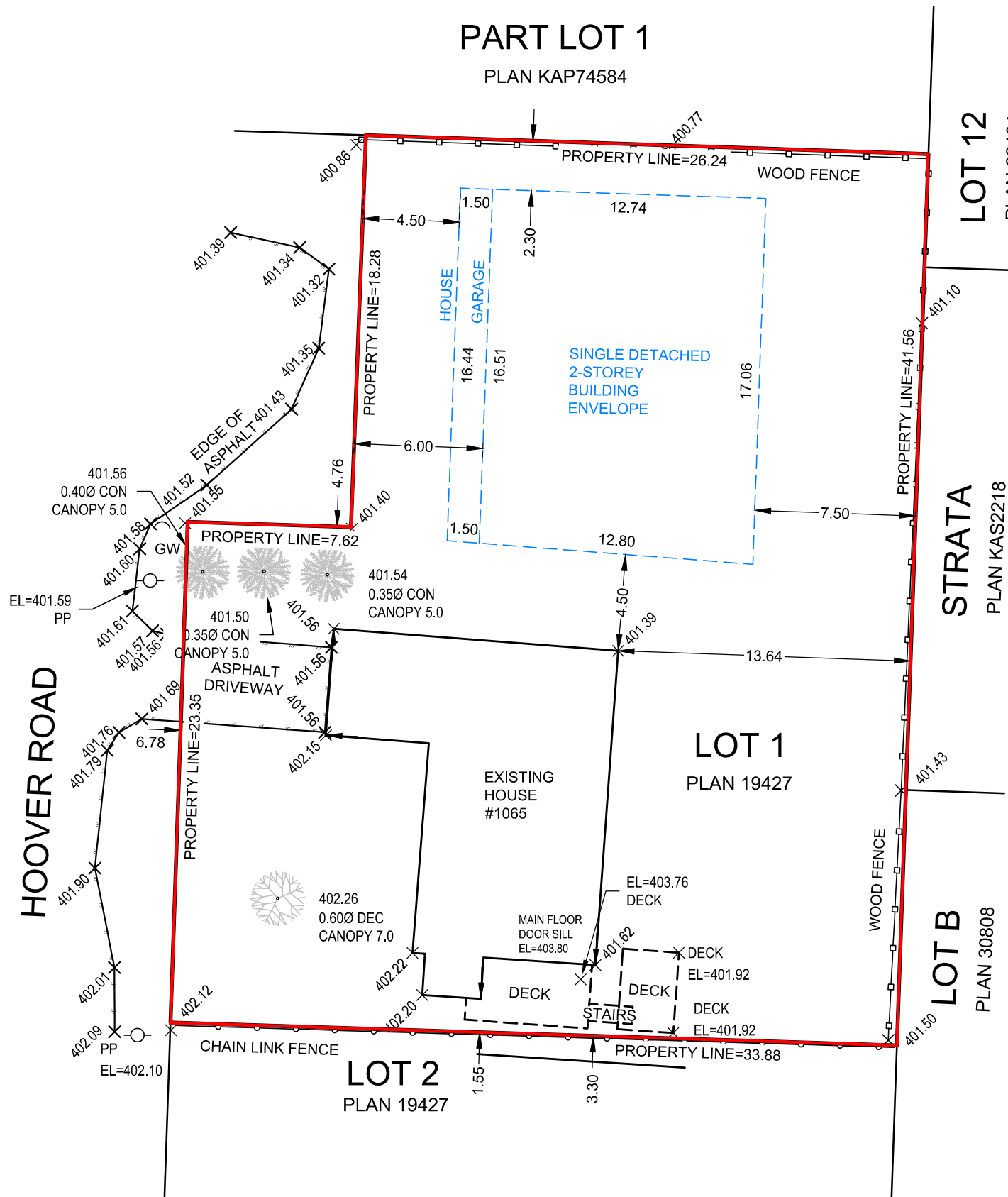
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 280mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



### LEGEND

- 425.65 - DENOTES SPOT ELEVATION
- PP - DENOTES POWER POLE
- GW - DENOTES POWER POLE ANCHOR
- 402.31 0.80Ø DEC CANOPY 10 - DENOTES 0.80m Ø DECIDUOUS TREE WITH A GROUND ELEVATION OF 402.31m AND 10m CANOPY.
- 402.31 0.80Ø CON CANOPY 10 - DENOTES 0.80m Ø CONIFEROUS TREE WITH A GROUND ELEVATION OF 402.31m AND 10m CANOPY.

**bennett**  
LAND SURVEYING LTD.  
BC LAND SURVEYORS  
#201-1470 ST. PAUL STREET, KELOWNA, BC  
V1Y 2E6  
TEL 250-763-5711  
www.bennettsurveys.com



ZONING: RU6

PROPERTY DIMENSIONS SHOWN ARE DERIVED FROM: FIELD SURVEY

OFFSETS TO PROPERTY LINES ARE NOT TO BE USED TO DEFINE BOUNDARIES.

REFER TO CURRENT CERTIFICATE(S) OF TITLE FOR ADDITIONAL, EXISTING OR PENDING CHARGES.

THIS PLAN SHOWS THE LOCATION OF VISIBLE FEATURES ONLY, AND DOES NOT INDICATE BURIED SERVICES THAT MAY EXIST ON OR AROUND THE SUBJECT SITE.

FEATURES SHOWN WITHOUT DIMENSIONS SHOULD BE CONFIRMED WITH BENNETT LAND SURVEYING LTD.

ELEVATIONS ARE TO CGVD28 GEODETIC DATUM, AND ARE DERIVED FROM DUAL-FREQUENCY GNSS OBSERVATIONS PROCESSED USING THE SMARTNET REAL-TIME NETWORK SERVICE.

THIS PLAN HAS BEEN PREPARED FOR PRELIMINARY PURPOSES ONLY AND IS FOR THE EXCLUSIVE USE OF OUR CLIENT.

ALL RIGHTS RESERVED. NO PERSON MAY COPY, REPRODUCE, TRANSMIT OR ALTER THIS DOCUMENT IN WHOLE OR IN PART WITHOUT THE CONSENT OF BENNETT LAND SURVEYING LTD..

BENNETT LAND SURVEYING LTD. ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES THAT MAY BE SUFFERED BY A THIRD PARTY AS A RESULT OF ANY DECISIONS MADE, OR ACTIONS TAKEN BASED ON THIS DOCUMENT.

FIELD SURVEY COMPLETED ON JULY 28, 2021

**CITY OF KELOWNA**

**BYLAW NO. 12479**

**Z21-0098**

**1065 Hoover 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 be amended by changing the zoning classification of Lot 1 Section 26 Township 26 ODYD Plan 19427, located on Hoover Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk





City of  
**Kelowna**

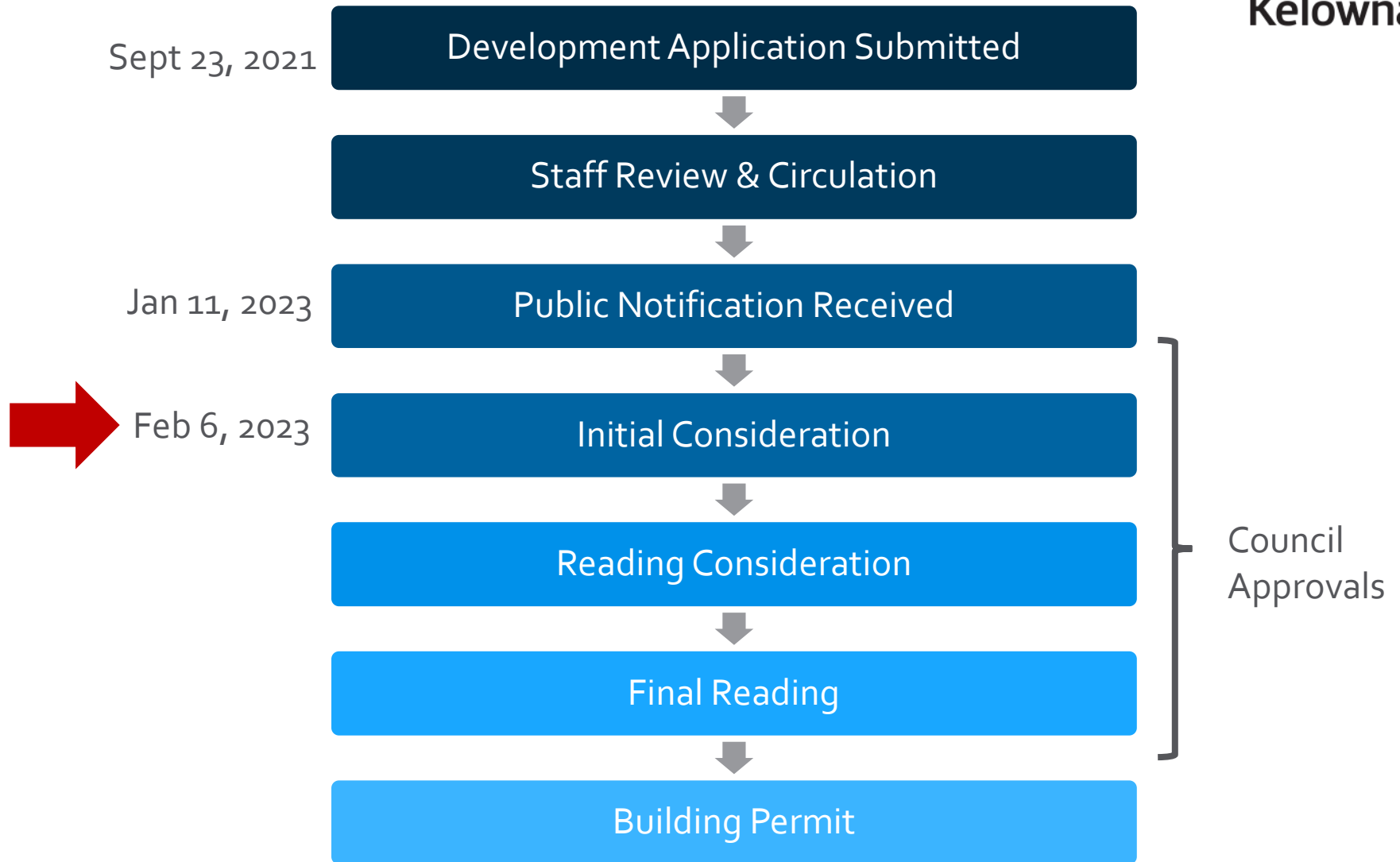
# Z21-0098 1065 Hoover Road

Rezoning Application

# Purpose

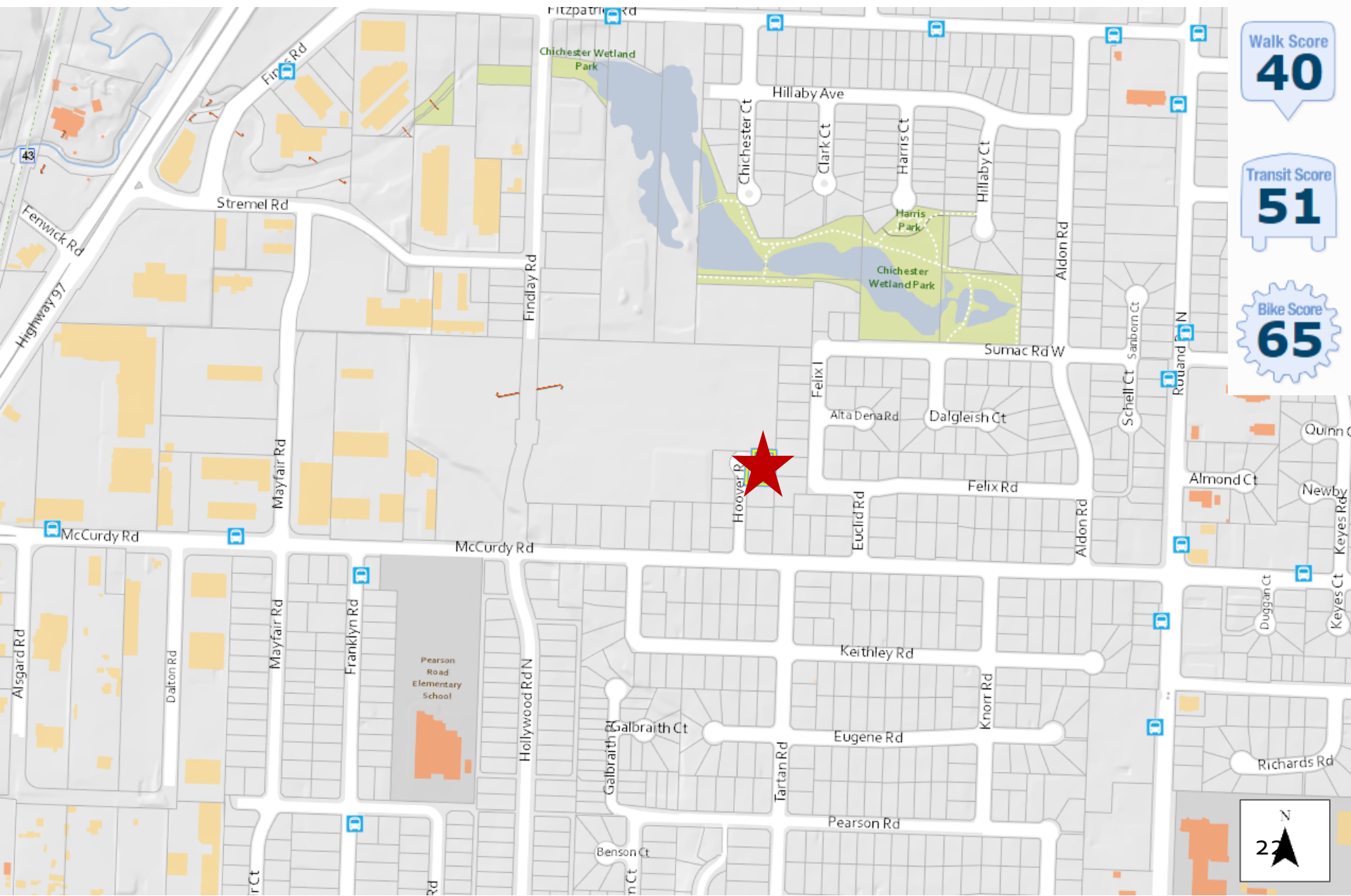
- ▶ To rezone the subject property from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>4</sub> – Duplex Housing zone to facilitate the development of a second dwelling.

# Development Process





# Context Map



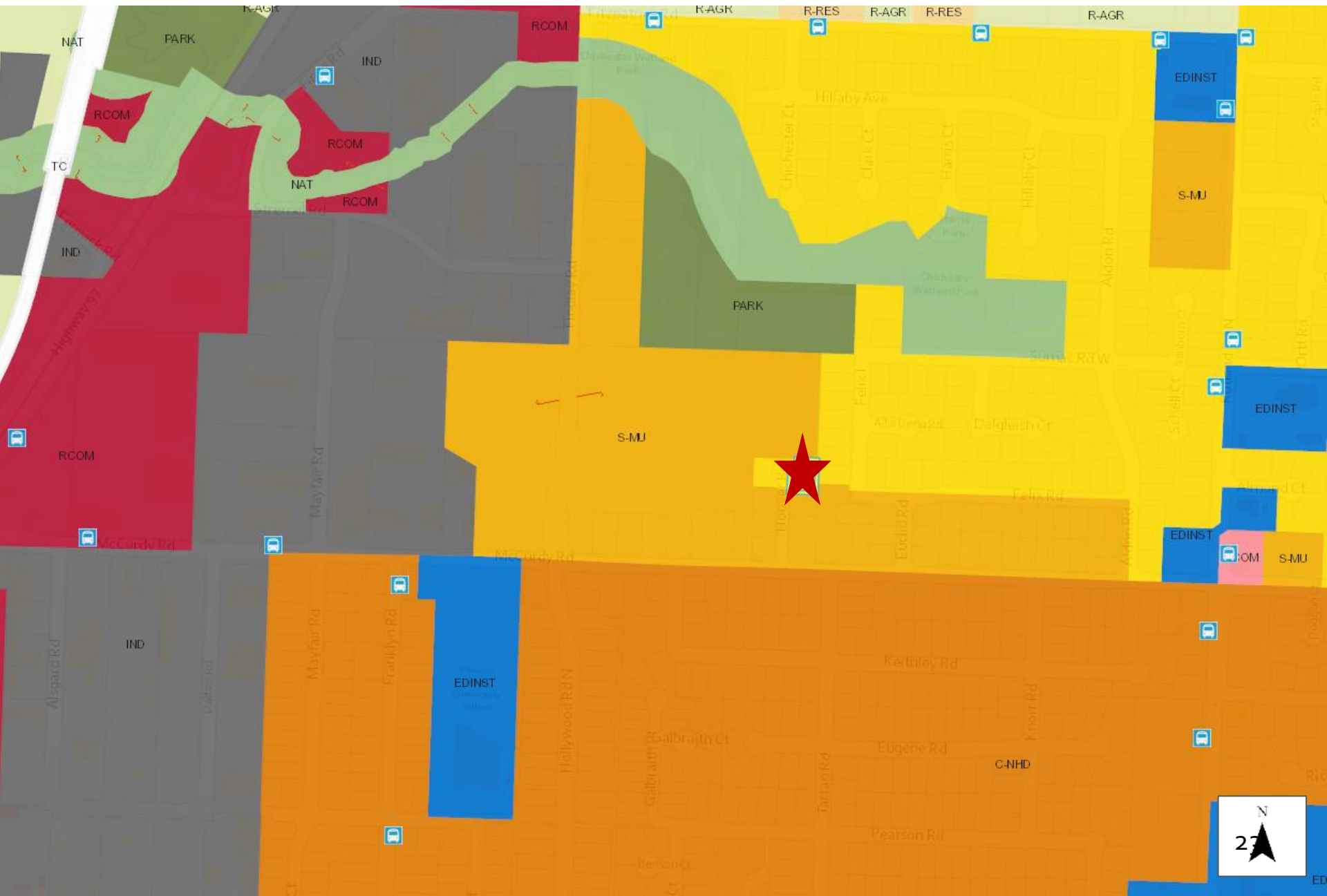
Walk Score  
**40**

Transit Score  
**51**

Bike Score  
**65**



# OCP Future Land Use





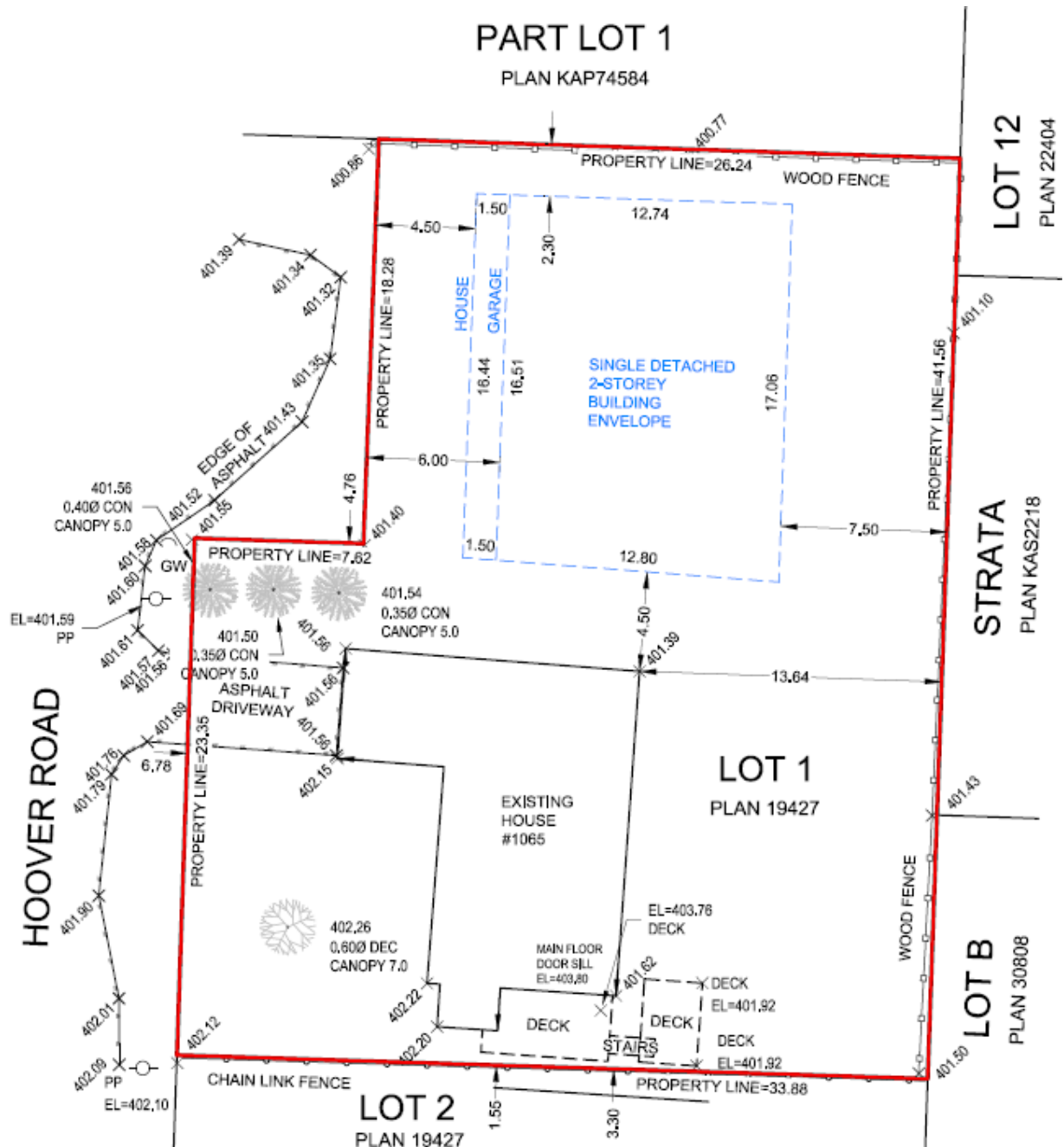
# Subject Property Map



# Project Details

- ▶ Rezoning to RU<sub>4</sub> – Duplex Housing to facilitate the construction of a second single detached dwelling on the subject property
- ▶ Site plan provided demonstrating a second dwelling can be accommodated without variances

# Draft Site Plan





# OCP Designation & Policies

- ▶ S-RES – Suburban Residential Designation
  - ▶ Suburban Residential lands intended to accommodate most of the city's single and two dwelling residential growth.
  
- ▶ Policy 7.2.1 Ground Oriented Housing
  - ▶ A range of low-density, ground-oriented housing within suburban neighbourhoods.

# Staff Recommendation

- ▶ Staff recommend **support** for the proposed rezoning:
  - ▶ Future Land Use Designation: S-RES
  - ▶ OCP Policy
    - ▶ Policy 7.2.1 Ground Oriented Housing

# REPORT TO COUNCIL



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Development Planning

**Application:** Z21-0056  
**Address:** 1975 Union Rd  
**Subject:** Rezoning Application  
**Existing OCP Designation:** C-NHD – Core Area Neighbourhood  
**Existing Zone:** C1 – Local & Neighbourhood Commercial  
**Proposed Zone:** MF3 – Apartment Housing

**Owner:** SARANCORP  
DEVELOPMENTS LTD.,  
INC.NO. BC1090566  
1126101 B.C. LTD., INC.NO.  
BC1126101  
**Applicant:** Krahn Engineering Ltd.

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## 1.0 Recommendation

THAT Rezoning Application No. Z21-0056 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of LOT 27 SECTION 4 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP51847, located at 1975 Union Rd, Kelowna, BC from the C1 – Local & Neighbourhood Commercial zone to the MF3 – Apartment Housing 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 February 6, 2023;

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.

### Purpose

To rezone the subject property from the C1 – Local & Neighbourhood Commercial zone to the MF3 – Apartment Housing zone to facilitate the development of Apartment Housing.

## 2.0 Development Planning

Staff recommend support for the rezoning application, to facilitate four-storey apartment housing. The 2040 Official Community Plan (OCP) future land use designation is Core Area Neighbourhood, and the property fronts directly on to a Transit Supportive Corridor (Glenmore Rd). This rezoning application to the MF<sub>3</sub> – Apartment Housing zone is supported by OCP Objectives for the Core Area which includes to focus residential density along Transit Supportive Corridors (Objective 5.2) and to design residential infill to be sensitive to neighbourhood context (Objective 5.3).

In accordance with requirements established in Council Policy No. 367, the applicant completed a Public Information Session on January 4, 2023, and a summary has been included as Attachment C. Should Council support the rezoning bylaw, Staff will bring forward a Development Permit and Development Variance Permit for Council consideration.

## 3.0 Proposal

### 3.1 Background

The property was part of a subdivision in 1994 and Glenmore Rd was realigned in approximately 2010, which it now fronts. A number of development applications have been proposed for the property, which date back to the mid-1990's, however the projects were not realized, and the property has remained vacant.

### 3.2 Project Description

This application proposes four storey apartment housing, containing approximately 29 units. The proposal includes ground-oriented units that would front both Glenmore Rd and Union Rd. Site access is proposed to come from Union Rd.

### 3.3 Site Context

The subject property is approximately 2,339 m<sup>2</sup> in area and is located at the intersection of Glenmore Rd and Union Rd, in the Glenmore-Clifton-Dilworth OCP Sector. It's in close proximity to North Glenmore Elementary School and Dr. Knox Middle School. The Walk Score is 18 indicating that it's car-dependent and almost all errands require a car.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A <sub>1</sub> – Agriculture	Agriculture & Single Detached Housing
East	MF <sub>2</sub> – Townhouse Housing	Townhouses
South	MF <sub>2</sub> – Townhouse Housing	Townhouses
West	MF <sub>3</sub> – Apartment Housing P <sub>3</sub> – Parks and Open Space	Apartment Housing (under construction) Wyndham Park

**Subject Property Map: 1975 Union Rd**



**4.0 Current Development Policies**

**4.1 Kelowna Official Community Plan (OCP)**

<b>Objective 5.2 Focus Residential Density along Transit Supportive Corridors</b>	
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 abut 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.  <i>This property fronts a Transit Supportive Corridor (Glenmore Rd) and proposes low rise apartment housing (4 storeys).</i>
<b>Objective 5.2 Focus Residential Density along Transit Supportive Corridors</b>	
Policy 5.3.2 Transition from Transit Supportive Corridors	Provide a transition area allowing for 3-4 storeys in height, as outlined in Figure 5.3, serving as a transition from the medium density development along the Transit Supportive Corridors and lower density residential areas in the Core Area. Encourage ground-oriented residential such as stacked townhouses and bungalow courts with setbacks that respect adjacent lower density residential areas. Discourage commercial uses in the transition zone.

	<i>This property is at the northern end of the Glenmore Rd Transit Supportive Corridor, and abuts the Agricultural Land Reserve (ALR) to the north. The four-storey apartment housing proposal allows for a transition from greater density that may be achieved further south along the Glenmore Rd Transit Supportive Corridor to the ALR to the north.</i>
--	---

**5.0 Technical Comments**

5.1 Development Engineering Department

See Attachment A: Development Engineering Memorandum

**6.0 Application Chronology**

Date of Application Accepted: May 28, 2021  
Date of Public Information Session: January 4, 2023  
Date Neighbourhood Notification Completed: January 12, 2023

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

**Attachments:**

Attachment A: Development Engineering Memorandum  
Attachment B: Draft Site Plan  
Attachment C: Summary of Public Information Session

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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** June 29, 2021 *revised December 6, 2022 to update zoning references*  
**File No.:** Z21-0056  
**To:** Planning and Development Officer (KB)  
**From:** Development Engineering Manager (NC)  
**Subject:** 1975 Union Rd *C1 to MF3*

---

The Development Engineering Branch has the following comments and requirements associated with this application to rezone the subject lots from the *C1 – Local & Neighbourhood Commercial to the MF3 – Apartment Housing zone.*

### 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.

### 2. DOMESTIC WATER AND FIRE PROTECTION

- a. The property is located within the Glenmore Ellison Improvement District (GEID) service area. The developer is required to make satisfactory arrangements with GEID for all water and fire protection-related issues. All charges for service connection and upgrading costs, as well as any costs to decommission existing services, shall be the responsibility of the developer.
- b. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs.
- c. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. No. 7900. Provide water flow calculations for this development to confirm bylaw conformance. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits. Note: Private pumps are not acceptable for addressing marginal pressure.



### **3. SANITARY SEWER SYSTEM**

- a. Our records indicate that each of the subject lots are currently serviced with a 200-mm diameter sanitary sewer service off Glenmore Rd. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted.
- b. If necessary, the applicant will arrange for the removal and disconnection of one of the existing services or, if necessary, both of the existing services and the installation of one new larger service at the applicants cost.
- c. If the existing service connection is to be utilized it must be completed with an inspection chamber (c/w Brooks Box) as per SS-S7.

### **4. STORM DRAINAGE**

- a. Our records indicate that the subject lot is currently serviced with a 200-mm diameter sanitary sewer service. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted for this development.
- b. The property is located within the City of Kelowna drainage service area. For on-site 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.
- c. Provide the following drawings:
  - i. A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
  - ii. A detailed Stormwater Management Plan for this 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.
- d. On-site detention systems are to be compliant with Bylaw 7900, Schedule 4, Section 3.11.1 *Detention Storage*.
- e. 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.
- f. Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- g. 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.



- h. Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. The City will approve designs that include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns. These design aspects must be reviewed and approved by the City Engineer.

## 5. ROAD IMPROVEMENTS

- a. Glenmore Rd has been upgraded to a full urban standard no further frontage upgrades are required.
- b. Union Rd required frontage upgrades include; extension of storm drainage system, LED street lighting, landscaped and irrigated boulevard, burial of overhead wires and removal of poles, pavement removal and replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- c. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IABC, 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.
- d. 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. 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.

**8. ROAD DEDICATION/SUBDIVISION REQUIREMENTS**

- a. Only one driveway access, with a maximum width of 6 m, will be permitted for this development.
- b. Access must be from Union Rd and is required to be a minimum of 15 m from the property line of Glenmore Rd.

**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 AGREEMENT 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. CHARGES AND FEES**

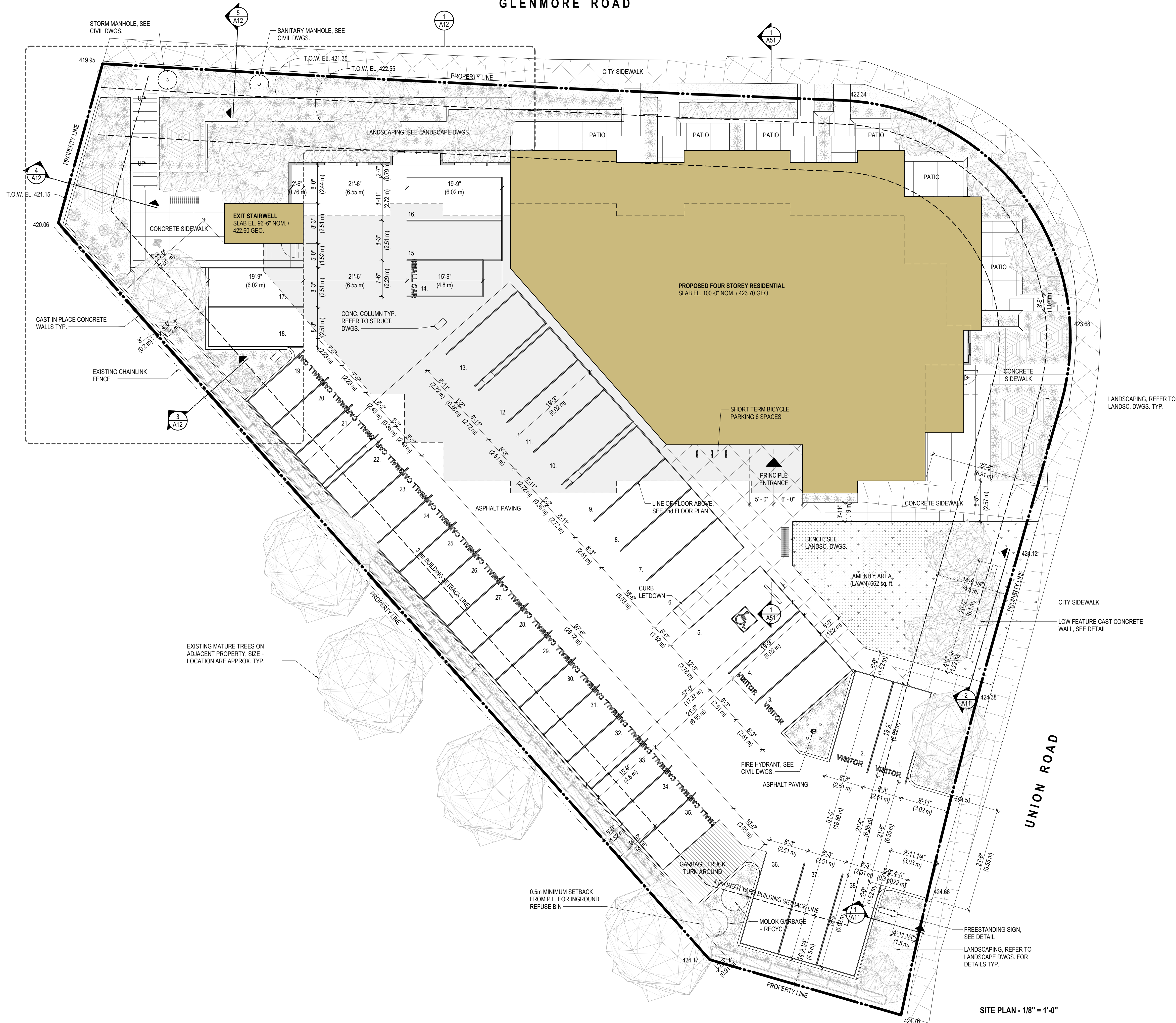
- a. Development Cost Charges (DCC's) are payable.
- b. Fees per the "Development Application Fees Bylaw" include:
  - i. Street Marking/Traffic Sign Fees: at cost (to be determined after detailed design completed).
  - ii. Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.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

  
\_\_\_\_\_  
*Nelson Chapman, P.Eng.*  
Development Engineering Manager

SK  
*revised by CM*



GLENMORE ROAD



SITE PLAN - 1/8" = 1'-0"

PROPERTY INFORMATION:

CIVIC ADDRESS: 1975 UNION ROAD, KELOWNA, BC  
 LEGAL ADDRESS: PLAN KAP51847, LOT 27, SECTION 4, TOWNSHIP 23  
 P.I.D. 018-677-878  
 ZONING (CURRENT): C5 - TRANSITION COMMERCIAL  
 ZONING (PROPOSED): MF-3 APARTMENT HOUSING ZONE  
 SITE AREA: 0.23 HECTARES (2,339.88 sq. m.) / 0.578 ACRES (25,186.27 sq. ft.)  
 BUILDING USE: PROPOSED APARTMENT HOUSING

MF3 ZONING ANALYSIS:

SITE COVERAGE OF ALL BUILDINGS: MAXIMUM 65%  
 PROPOSED 28.18% [ 7,100 sq. ft. ]

SITE COVERAGE OF ALL BUILDINGS, STRUCTURES AND IMPERVIOUS SURFACES:  
 MAXIMUM 85%  
 PROPOSED 82%

SITE SETBACKS: FRONT YARD AND FLANKING SIDE YARD FOR GROUND ORIENTATED UNITS:  
 3.0m BUT CAN BE REDUCED TO 2.0m IF MAXIMUM FLOOR HEIGHT AND NET FLOOR AREA ARE MET

FRONT YARD SETBACK: 4.5m  
 SIDE YARD SETBACK: 3.0m  
 REAR YARD SETBACK: 4.5m

COMMON AND PRIVATE AMENITY SPACE:  
 REQUIRED SPACE: 7.5 sq. m. PER BACHELOR UNIT  
 15.0 sq. m. PER ONE BEDROOM UNIT  
 25.0 sq. m. PER TWO BEDROOM UNIT

CALCULATION OF REQUIRED SPACE:  
 5 Units x 7.5 = 37.5 sq. m.  
 18 Units x 15 = 270 sq. m.  
 6 Units x 25 = 150 sq. m.  
 TOTAL REQUIRED = 457.5 sq. m. OR 4,924 sq. ft.

COMMON AND PRIVATE AMENITY PROVIDED:  
 1,099 sq. ft. OF COMMON OUTDOOR SPACE  
 726 sq. ft. OF COMMON INDOOR SPACE  
 3,306.25 sq. ft. OF PRIVATE AMENITY SPACE (PATIOS + BALCONIES)  
 TOTAL PROVIDED = 476.70 sq. m. OR 5,131.25 sq. ft.

BUILDING HEIGHT: MAXIMUM OF 18.0m AND FOUR STORIES  
 PROPOSED = 15.24m AND FOUR STORIES

OFF-STREET PARKING ANALYSIS:

PARKING DESIGN PARAMETERS: STANDARD STALL 2.5m x 6.0m  
 SMALL CAR STALL 2.3m x 4.8m  
 ACCESSIBLE STALL 3.7m x 6.0m  
 TWO WAY DRIVE AISLE 7.0m

REQUIRED PARKING SPACES: BACHELOR UNIT MIN. 0.9 SPACE  
 ONE BEDROOM MIN. 1.0 SPACES  
 TWO BEDROOM MIN. 1.25 SPACES  
 VISITOR MIN. 0.14 SPACE PER UNIT

PARKING CALCULATIONS: 5 UNITS x 0.9 = 4.5 SPACES  
 18 UNITS x 1.0 = 18 SPACES  
 6 UNITS x 1.25 = 7.5 SPACES  
 VISITOR 29 x 0.14 = 4 SPACES

TOTAL PARKING REQUIRED: 34 SPACES  
 TOTAL PARKING PROVIDED: 38 SPACES

BICYCLE PARKING ANALYSIS:

SHORT TERM BICYCLE PARKING REQUIRED - 6.0 PER ENTRANCE  
 TOTAL REQUIRED = 6  
 TOTAL PROVIDED = 6

LONG TERM BICYCLE PARKING REQUIRED  
 0.75 SPACES PER BACHELOR, ONE BEDROOM + 2 BEDROOM UNITS  
 TOTAL REQUIRED = 21.75 SPACES [ 29 x .75 ]  
 TOTAL PROVIDED = 22 SPACES

**ATTACHMENT B**  
 This forms part of application  
 # Z21-0056

Planner Initials **KB**



PRELIMINARY - NOT FOR CONSTRUCTION



January 12, 2023

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

Attention: **Kimberly Brunet**  
Planner II | City of Kelowna

**RE: Neighbourhood Consultation Summary Report for 1975 Union Rd  
Application Z21-0056, DP21-0144**

Dear Kimberly,

In compliance with Council Policy No. 367, Larry Podhora Architecture Inc. is pleased to submit the following summary report in support of the Development Permit & Rezoning for the property at 1975 Union Rd.

The Development team interacted with the surrounding property owners and residents within 50m of the subject property noted above. The bulk of communication took place from December to January, 2022. The invitation package for the Public Information Session was distributed as outlined in the Public Notification & Consultation Policy along with personal engagement with as many members of the public as possible. A summary of activities and responses from participants is included below. Further comments and feedback are included in the Public Information Session Summary report.

Advertising for the Public Information Session included:

- Posting of 'It's your neighbourhood' sign on site as per the template provided by the City of Kelowna (Schedule A) – sign installation was completed on December 21, 2022
- Newspaper advertisement in the Kelowna Daily Courier (Schedule B) – advertisements were placed December 14 2022
- Mail-outs (40+ letters sent December 02, 2022) and hand delivered invitations were circulated to available property owners / tenants within the 50-meter boundary from the subject property. A sample of the invitation is available in Schedule C.

The completed Neighbour Consultation Form and log of community engagement is found in the schedule below.



<b>ATTACHMENT</b>	<b>C</b>
This forms part of application # Z21-0056	
Planner Initials	KB
 City of <b>Kelowna</b> DEVELOPMENT PLANNING	

We trust this report satisfies the notification portion of the Public Notification & Consultation section of Council Policy No. 367. Please see the Information Session Summary included along with this report.

Should you require clarification or further information, please feel free to contact me.

Kind regards,  
Larry Podhora  
AIBC

Inclusions:

Schedule A – Sign Photos

Schedule B – Kelowna Daily Courier Ad

Schedule C – Info Session Mailout

Schedule D – Neighbourhood Consultation Form and Materials


<b>ATTACHMENT</b>		<b>C</b>
This forms part of application # Z21-0056		
Planner Initials	<b>KB</b>	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

## Schedule A – Site Signage

Development Proposal


# In your neighbourhood


**Application No: Z21-0056**  
**Applicant: Krahn Engineering Ltd.**





**1975 Union Rd**  
A public information session regarding an application to rezone from the C1 - Local & Neighbourhood Commercial zone to the MF3 - Apartment Housing zone to facilitate the development of apartment housing.

**Get involved and have your say**

 Email  
kbrunet@kelowna.ca

 Phone  
250-469-8637

 Online  
kelowna.ca/currentdevelopments

 Applicant's Information Meeting  
January 4, 2023 - 6:00pm to 7:30pm  
North Glenmore Elementary  
125 Snowselt St N, Kelowna, BC

**City of Kelowna**



**ATTACHMENT** C

This forms part of application  
# Z21-0056

Planner Initials **KB**



City of  
**Kelowna**  
DEVELOPMENT PLANNING


### Sign Image



**ATTACHMENT** C

This forms part of application  
# Z21-0056

Planner Initials **KB**



# Schedule B – Newspaper Advertisement

## Advertisements published Dec 14 2022 Online & in Print

VALLEYWIDE CLASSIFIEDS  
THE OKANAGAN MARKETPLACE

Classifieds

What are you looking for?



Account

Place an ad

> Announcements

### NOTICE OF PUBLIC INFORMATION MEETING



1975 Union Road

Larry Podhora Architecture Inc. has made an application to rezone the property from C1 - Local & Neighborhood Commercial to MF3 - Apartment Housing. This application is also being made for a development variance permit which will allow for a permit to construct of a four-storey apartment building.

The open house will be held Wednesday, January 4, 2023

6:00pm - 7:30pm

North Glenmore Elementary

125 Snowsell St N, Kelowna, BC V1V 2E3

Project team members will be available at the meeting to answer any questions about the development and to receive your comments.

For inquiries, please contact Dave Batten

Phone (778) 808 - 5420

This ad has been viewed 2 times Posted December 14, 2022

Share



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POWERED BY  adperfect

<b>ATTACHMENT</b>	<b>C</b>
This forms part of application # Z21-0056	
Planner Initials	KB
 City of <b>Kelowna</b> DEVELOPMENT PLANNING	

## Advertisement Proof

12/6/22, 11:36 AM

Kelowna Daily Courier Valleywide ClassifiedsClassifieds | Thank you

---

## THANK YOU

Your order confirmation number is **OKV011662**.

You will receive an email confirmation for your order.

Once your ad has been reviewed and approved, it will start online on December 14, 2022 and in print on December 14, 2022.

<b>ATTACHMENT</b>		<b>C</b>
This forms part of application # Z21-0056		
Planner Initials	KB	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

# Schedule C – Information Session Invitation

## Public Information Session

City of Kelowna Project No: Z21-0056 (Zoning) and DP21-0144 (Development Permit)

**Re: Rezoning for 1975 Union Rd to MF-2 to allow for construction of a four-storey condo building**

Larry Podhora Architecture Inc. has made an application to the City of Kelowna regarding 1975 Union Road. The application is to rezone the property from C1 – Local & Neighborhood Commercial to MF3 - Apartment Housing. This application is also being made for a development variance permit which will allow for a permit to construct of a four-storey apartment building.

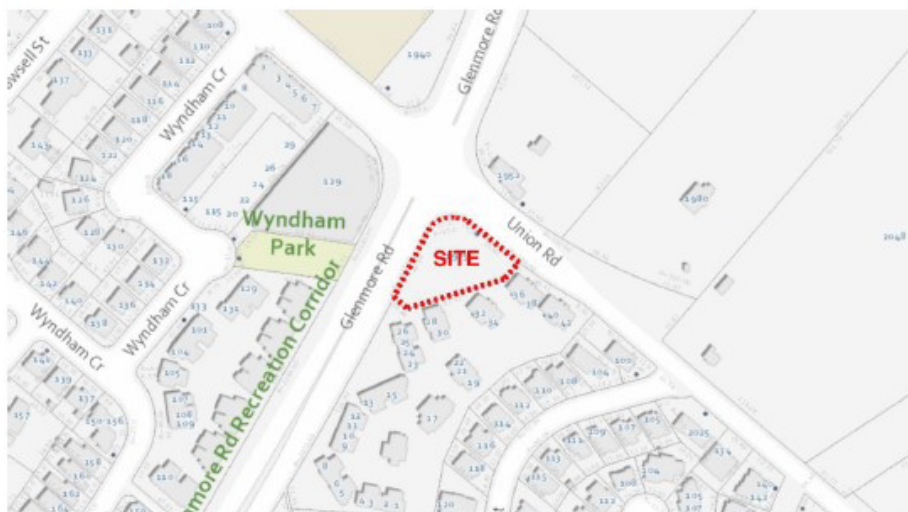
Two variances are being requested:

The first for encroachment on the 3.0m setback of the property line for parking, which is proposed at 1.22m from the property line.

The second for, Ground Orientated Unit first floor height (Section 13.5.3.A) to be increased from 1.2m to 1.38m

### Project Site Location:

1975 Union Road



You are invited to attend a public information session to view the development proposal, and provide comments and feedback, prior to City Council's consideration of this application.



<b>ATTACHMENT</b>		<b>C</b>
This forms part of application # Z21-0056		
Planner Initials	<b>KB</b>	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

*Wednesday, January 4, 2023  
6:00pm – 7:30pm  
North Glenmore Elementary  
125 Snowsell St N, Kelowna, BC V1V 2E3*



Project team members will be available at the meeting to answer any questions about the development and to receive your comments. The team members will be in attendance to provide an overview of the project, additional information, and answer any questions and concerns.

Alternatively, you can contact the applicant:

**Larry Podhora, Architect AIBC, Architect AAA, MRAIC**  
Larry Podhora Architecture Inc.  
778-255-0246  
larryp@krahn.com

**Dave Batten, Senior Director of Development**  
Krahn Engineering Ltd  
778-808-5420  
daveb@krahn.com

Or you may also contact the City Staff:

**Kimberly Brunet**  
City of Kelowna  
Planner II | City of Kelowna  
250-469-8637 | [kbrunet@kelowna.ca](mailto:kbrunet@kelowna.ca)  
Connect with the City | [kelowna.ca](http://kelowna.ca)

ATTACHMENT		C
This forms part of application # Z21-0056		
Planner Initials	KB	 City of <b>Kelowna</b> DEVELOPMENT PLANNING

## Schedule D – Neighbour Consultation Form

### Neighbour Consultation Form (Council Policy No.367)



*A summary of neighborhood consultation efforts, feedback and response must be provided to City staff, identifying how the efforts meet the objectives of this Policy. This form must be filled out and submitted to the File Manager a minimum of 20 days prior to initial consideration by Council.*

I, Dave Batten, the applicant for Application No. Z21-0056 (Zoning) and DP21-0144 (Development Permit)  
for Rezoning to allow for construction of a four-storey apartment building  
(brief description of proposal)

at 1975 Union Rd. have conducted the required neighbour  
(address)  
consultation in accordance with Council Policy No. 367.

- My parcel is located outside of the Permanent Growth Boundary and I have consulted all owners & occupants within a 300m radius
- My parcel is located inside of the Permanent Growth Boundary and I have consulted all owners & occupants within a 50m radius

I have consulted property owners and occupants by doing the following: Mailing packages to the  
appropriate residents, sign posted on site,.

Please initial the following to confirm it has been included as part of the neighbour consultation:

- DB Location of the proposal;
- DB Detailed description of the proposal, including the specific changes proposed;
- DB Visual rendering and/or site plan of the proposal;
- DB Contact information for the applicant or authorized agent;
- DB Contact information for the appropriate City department;
- DB Identification of available methods for feedback.

*Please return this form, along with any feedback, comments, or signatures to the File Manager 20 days prior to the anticipated initial consideration by Council date. On the back of this form please list those addresses that were consulted.*

City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250 469-8600  
FAX 250 862-3330  
kelowna.ca

**ATTACHMENT** C

This forms part of application  
# Z21-0056



City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner Initials **KB**

Address	Spoke with Owner & Occupant	Left Package with Owner & Occupant	Date
1952 Union Rd., Kelowna, BC V1V 2E8	No	Yes, Mailed	
129 Wyndham Cr., Kelowna, BC V1V 1Z2	No	Yes, Mailed	
1980 Union Rd., Kelowna, BC V1V 2E8	No	Yes, Mailed	
131 Wyndham Cr., Kelowna, BC V1V 1Z2	No	Yes, Mailed	
14-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
15-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
16-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
19-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
20-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
21-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
22-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
23-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
24-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
25-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
26-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
27-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
28-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
29-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
30-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
31-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
32-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
33-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
34-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
35-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
36-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
37-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
38-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
39-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
40-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
41-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
42-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
13-124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	
126 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
127 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
128 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
129 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
130 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
131 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
125 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
124 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
123 -133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
133 Wyndham Cr., Kelowna, BC V1V 1Y8	No	Yes, Mailed	
124 Verna Ct., Kelowna, BC V1V 1S9	No	Yes, Mailed	



<b>ATTACHMENT</b>		<b>C</b>
This forms part of application # Z21-0056		
Planner Initials	KB	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

# Schedule E – PIM Meeting

## PIM Handout

### HANDOUT

City of Kelowna Project No: Z21-0056 (Zoning) and DP21-0144 (Development Permit)

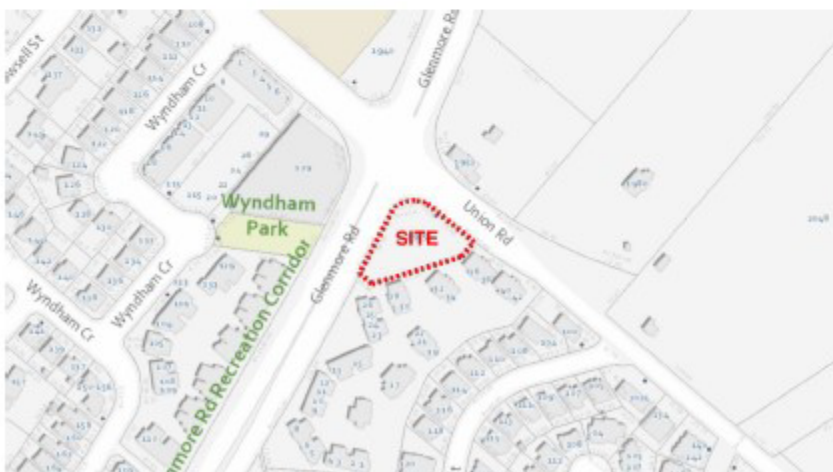
**Re: Rezoning for 1975 Union Rd to MF-2 to allow for construction of a four-storey condo building**

Dave Batten | Krahn Engineering Ltd. has made an application to the City of Kelowna regarding 1975 Union Road. The application is to rezone the property from C1 – Local & Neighborhood Commercial to MF3 - Apartment Housing. This application is also being made for a development variance permit which will allow for a permit to construct of a four-storey apartment building.

Two variances are being requested:  
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### Project Site Location:

1975 Union Road



**ATTACHMENT** C  
This forms part of application  
# Z21-0056

Planner Initials **KB**

City of **Kelowna**  
DEVELOPMENT PLANNING

**The Project**

29 Unit, four-storey mixed-use commercial/residential building on a 0.578 ACRES (25,186.27 sq. ft.) site.

The main floor commercial area to be approximately

Main Floor 5,402 sq.ft. Gross Floor Area

2nd floor 7,100 sq.ft. Gross Floor Area

3rd floor 7,100 sq.ft. Gross Floor Area

4<sup>th</sup> floor 7,100 sq.ft. Gross Floor Area

Total: 26,702 sq.ft. Gross Floor Area



# Sign In Sheet

**ATTACHMENT** C  
This forms part of application  
# Z21-0056  
Planner initials **KB**  
City of **Kelowna**  
DEVELOPMENT PLANNING

## Public Information Session - 1975 Union Road SIGN IN SHEET

Name	Address	Contact
REDACTED		

**ATTACHMENT C**  
 This forms part of application  
 # Z21-0056

Planner Initials **KB**



City of  
**Kelowna**  
 DEVELOPMENT PLANNING

# Poster Boards



WEST PERSPECTIVE - VIEW FROM INTERSECTION OF GLENMORE AND UNION



NORTH EAST PERSPECTIVE - VIEW FROM UNION



EAST PERSPECTIVE - VIEW FROM PARKING AREA



SOUTH PERSPECTIVE - VIEW FROM SOUTH WEST CORNER OF PROPERTY ON GLENMORE ROAD



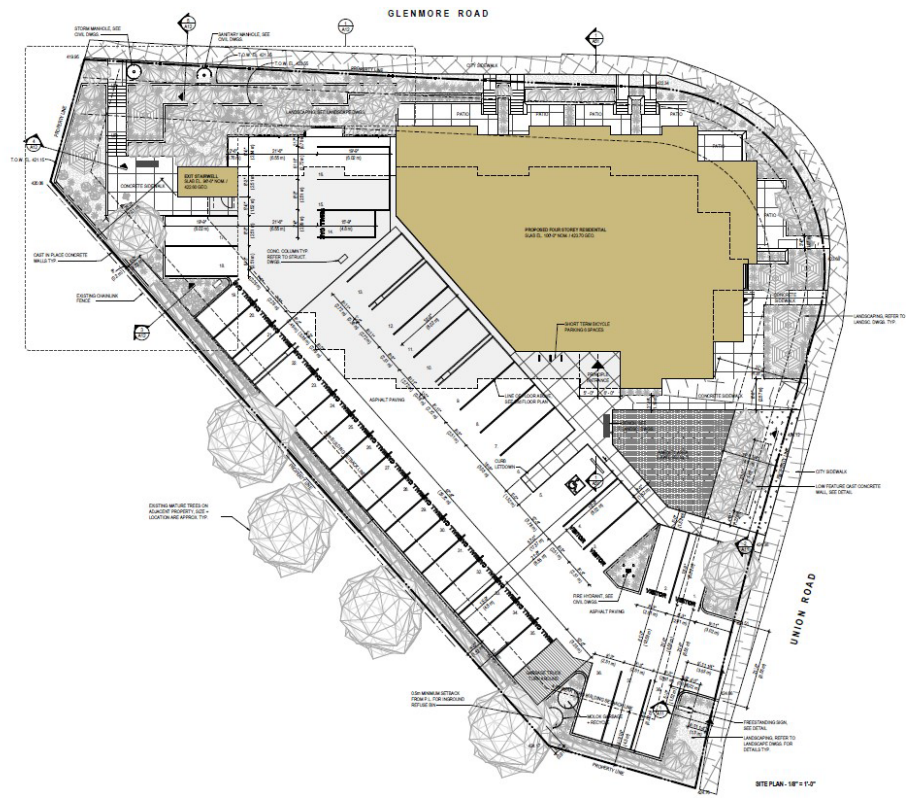
GLENMORE ROAD STREETSCAPE ELEVATION



UNION ROAD STREETSCAPE ELEVATION



**ATTACHMENT C**  
 This forms part of application  
 # Z21-0056  
 City of Kelowna  
 DEVELOPMENT PLANNING  
 Planner Initials **KB**



**PROPERTY INFORMATION**

DEVELOPER: [REDACTED]  
 LEGAL ADDRESS: [REDACTED]  
 P.L.S.: [REDACTED]  
 ZONING (CURRENT): [REDACTED]  
 ZONING (PROPOSED): [REDACTED]  
 SITE AREA: [REDACTED]  
 BUILDING USE: [REDACTED]

**WORKING ANALYSIS**

SITE COVERAGE OF ALL BUILDINGS: [REDACTED]  
 SITE COVERAGE OF ALL BUILDING STRUCTURES AND IMPROVED SURFACES: [REDACTED]  
 SITE SETBACKS: [REDACTED]  
 COMMON HOME PRIVATE AMENITY SPACE: [REDACTED]

**OFF STREET PARKING ANALYSIS**

PARKING DESIGN PARAMETERS: [REDACTED]  
 REQUIRED PARKING SPACES: [REDACTED]  
 PARKING CALCULATIONS: [REDACTED]  
 TOTAL PARKING PROVIDED: [REDACTED]

**BICYCLE PARKING ANALYSIS**

SHORT TERM BICYCLE PARKING REQUIRED: [REDACTED]  
 TOTAL PROVIDED: [REDACTED]  
 LONG TERM BICYCLE PARKING REQUIRED: [REDACTED]  
 TOTAL PROVIDED: [REDACTED]





<b>ATTACHMENT</b>		<b>C</b>
This forms part of application # Z21-0056		
Planner Initials	<b>KB</b>	 City of <b>Kelowna</b> DEVELOPMENT PLANNING

## Meeting Comments

REDACTED

is in favour of the development and glad to see the site developed. She asked about parking and was informed that there is no parking variance being requested. The project meets the parking requirements set out in zoning bylaw and she was happy with that.

REDACTED

made no comment.

**CITY OF KELOWNA**

**BYLAW NO. 12481**

**Z21-0056**

**1975 Union 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 be amended by changing the zoning classification of Lot 27 Section 4 Township 23 ODYD Plan KAP51847 located on Union Road Kelowna, BC from the C1 – Local & Neighbourhood Commercial zone to the MF3 – Apartment Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



City of  
**Kelowna**

# Application No. Z21-0056 1975 Union Rd

Rezoning Application

# Purpose

- ▶ To rezone the subject property from the C<sub>1</sub> – Local & Neighbourhood Commercial zone to the MF<sub>3</sub> – Apartment Housing zone to facilitate the development of Apartment Housing.

# Development Process

May 28, 2021

Development Application Accepted



Staff Review & Circulation



Jan 4, 2023

Public Information Session



Feb 6, 2023

Initial Consideration



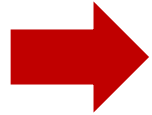
Reading Consideration



Final Reading & DP/DVP Consideration



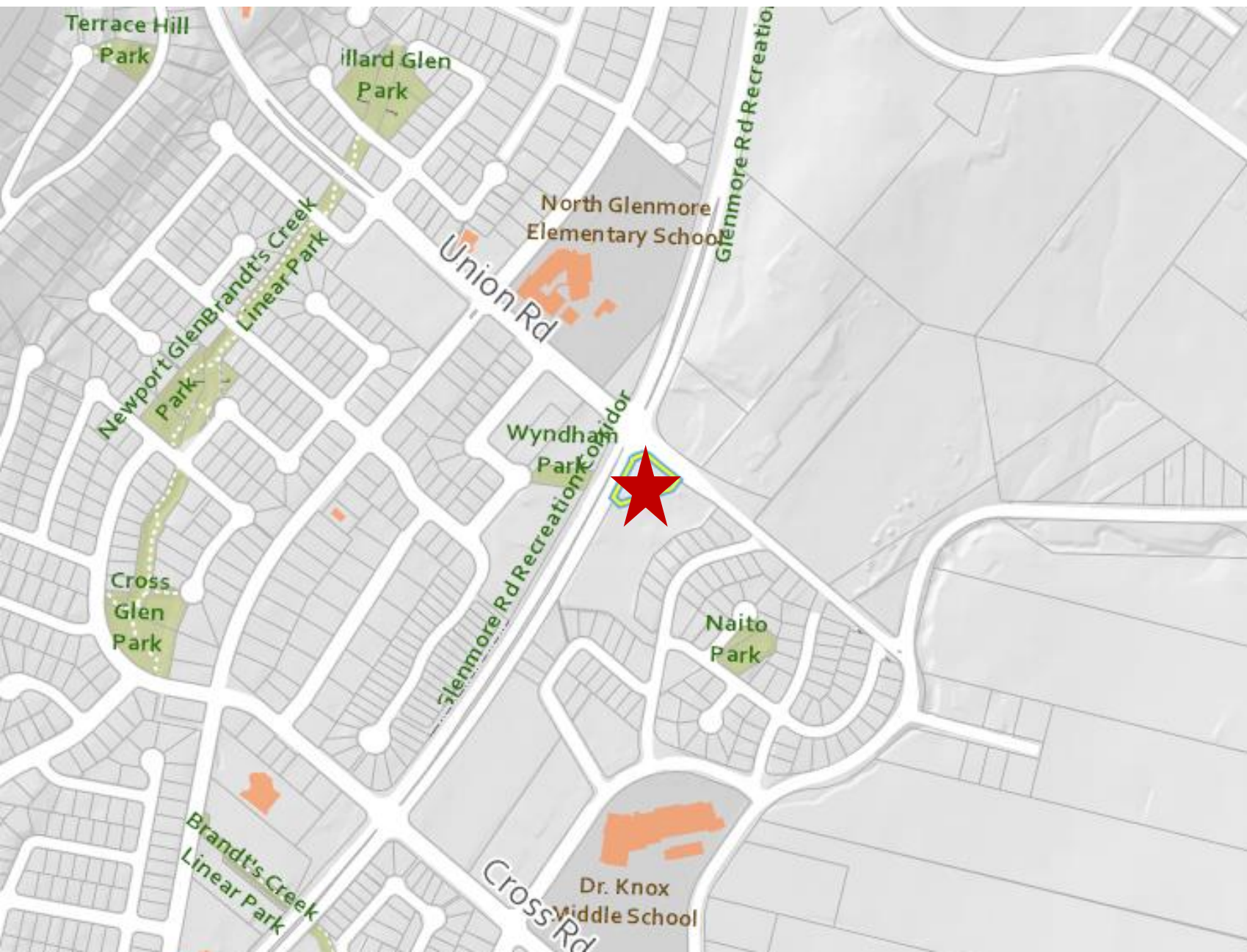
Building Permit



Council  
Approvals



# Context Map



Walk Score  
**18**

Transit Score  
**26**

Bike Score  
**48**



# OCP Future Land Use





# Subject Property Map

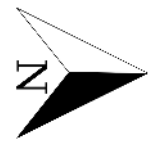
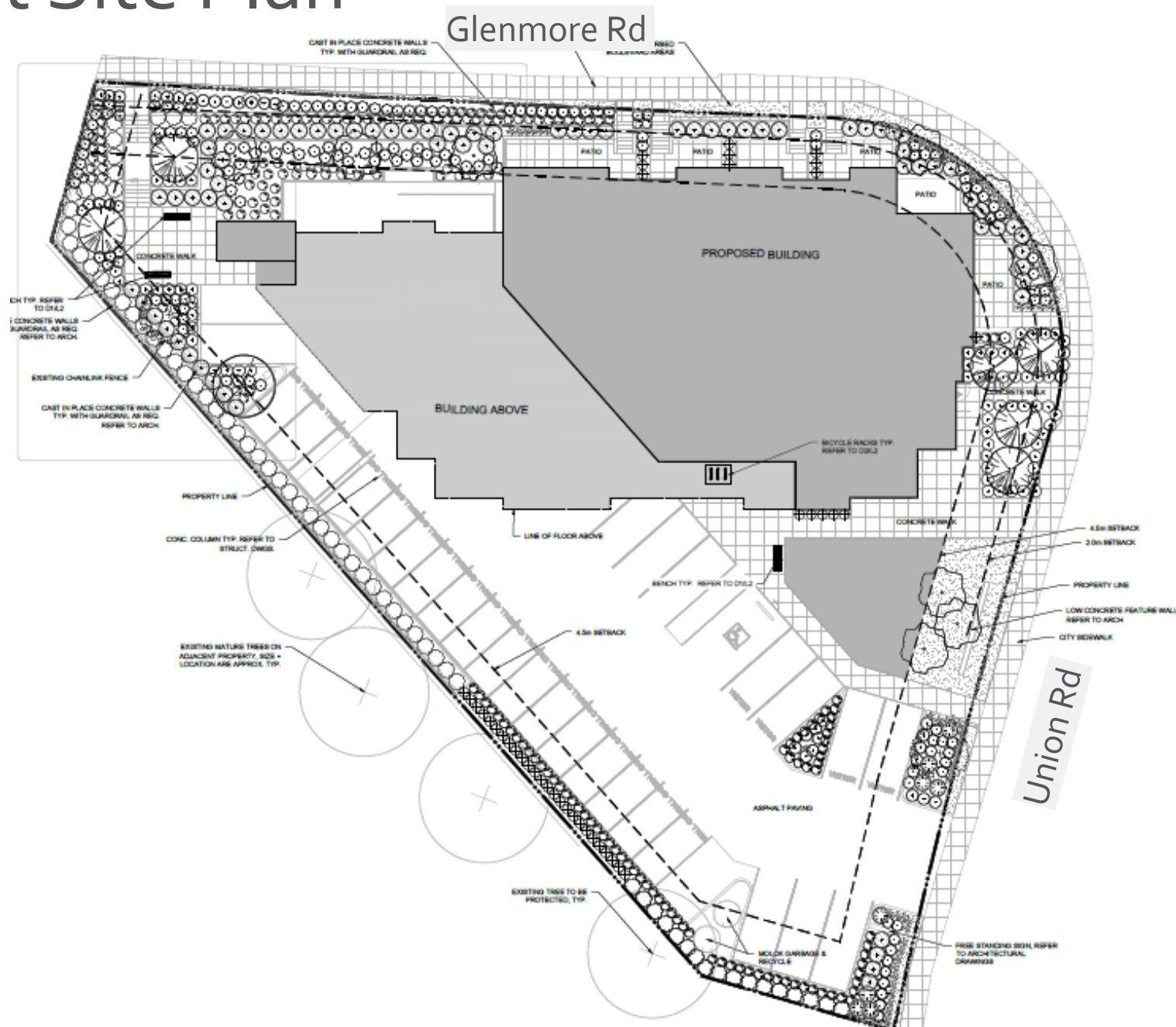


# Project Details

- ▶ C-NHD – Core Area Neighbourhood
- ▶ MF3 – Apartment Housing
  - ▶ 4 storey apartment
  - ▶ Approx. 29 units
  - ▶ Vehicle entrance on Union Rd
  - ▶ Transit Supported Corridor (Glenmore Rd)



# Draft Site Plan





# Draft Rendering



# OCP Objectives & Policies

- ▶ Policy 5.2.2: Low Rise Corridor Development
  - ▶ Encourage low rise apartments up to six storeys
  
- ▶ Policy 5.3.2: Focus Residential Density along TSC
  - ▶ Encourage minimum density along TSC
  - ▶ Provide transition area allowing 3-4 storeys

# Staff Recommendation

- ▶ Staff recommend **support** for the proposed rezoning as it is consistent with:
  - ▶ OCP Future Land Use C-NHD
  - ▶ OCP Objectives in Chapter 5 Core Area
    - ▶ Transit Supportive Corridor Policies
    - ▶ Housing Diversity
  - ▶ Development Permit and Development Variance Permit to follow

# REPORT TO COUNCIL



**Date:** February 6, 2023

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** DP21-0283

**Owner:** BENOULIN APARTMENTS  
KELOWNA 2022 LTD., INC.NO.  
BC1342273

**Address:** 2165 Benvoulin Ct.

**Applicant:** Traine Construction and  
Development

**Subject:** Development Permit Application

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

**Existing Zone:** UC<sub>3</sub> – Midtown Urban Centre

---

## 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP21-0283 for LOT A DISTRICT LOT 128 OSOYOOS DIVISION YALE DISTRICT PLAN KAP89861, located at 2165 Benvoulin Ct, 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.



## Purpose

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

### 2.0 Development Planning

Development Planning recommends support for the Development Permit application. The proposal generally complies with the 2040 Official Community Plan (OCP) Urban Centre and Form and Character Guidelines. Objectives within the OCP support residential development for the Midtown Urban Centre to transition the area into a transit-supportive neighbourhood, with policies promoting residential apartment building development. Several form and character guidelines achieved by this proposal include:

- Orientation of windows and balconies to face the fronting streets, helping to maximize 'eyes on the street';
- Providing vehicular access to the on-site parking from the lowest classification street;
- Articulation of building facades to provide visual interest; and
- On-site landscaping includes amenities such as a play area, community gardens and fenced dog run.

### 3.0 Proposal

#### 3.1 Background

The subject property is approximately 3.31 acres in size. A plant nursery used to operate on the property and it was closed in 2006 when Benvoulin Rd was relocated from the east side of the property, to the south. It has been vacant since that time.

#### 3.2 Project Description

This application proposes two five-storey wood frame buildings, comprised of 187 residential units. 78 units are included in Building 1, which is located on the western side of the property, and an additional 109 units in Building 2, which runs parallel to Benvoulin Rd. on the eastern side. The units include a mix of bachelor (29 units), one bedroom (48 units), two bedroom (94 units), and three bedroom (16 units) and would be contained within two separate buildings.

Required parking is met on site, through a combination of surface (80 stalls) and underground (157 stalls) parking. One vehicular access is off Benvoulin Ct. (to access the surface parking lot, and the underground parkade) and one additional access is provided off the future Mayer Rd. (to the underground parkade). Primary building materials include fibrecement cladding (Hardie Lap siding and Hardie Panel), with smooth panel accents (wood colour).

The application includes on-site landscaping, which includes a playground, community garden area and fenced dog run. Indoor amenity areas are also proposed to be included in each building, which incorporates a lounge and fitness area.

No variances to Zoning Bylaw No. 12375 are required.

#### 3.3 Site Context

The subject property is located in the Midtown Urban Centre, near the intersection of Benvoulin Rd and Cooper Rd. It has a Walk Score of 58, indicating it is somewhat walkable.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	UC <sub>3</sub> – Midtown Urban Centre	Apartment Housing
East	UC <sub>3</sub> – Midtown Urban Centre	Apartment Housing
South	A <sub>1</sub> – Agriculture	Agriculture
West	UC <sub>3</sub> – Midtown Urban Centre	Apartment Housing

**Subject Property Map: 2165 Benvoulin Ct**



3-4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	UC <sub>3</sub> ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Max. Site Coverage (Buildings)	85 %	26.3 %
Max. Site Coverage (Buildings, Structures, and Impermeable Surfaces)	90 %	44.9 %
Max. Floor Area Ratio	1.8	1.053
Max. Height	22.0 m / 6 storeys	17.0 m / 5 storeys
Min. Front Yard (Benvoulin Ct)	3.0 m	18.8 m
Min. Flanking Side Yard (Mayer Rd)	3.0 m	7.3 m
Min. Side Yard (west )	3.0 m	24.6 m
Min. Rear Yard (Benvoulin Rd)	3.0 m	10.3 m
Min. Setback for Portions of Building Above 16.0 m in Height Abutting Another Property	4.0 m	24.6 m
Min. Common and Private Amenity Space	3,688 m <sup>2</sup>	5,040.9 m <sup>2</sup>

Other Regulations		
Min. Parking Requirements	203 stalls	237 stalls
Min. Bicycle Parking	20 Short term 144 Long term	22 Short term 144 Long term

**4.0 Current Development Policies**

**4.1 Kelowna Official Community Plan (OCP)**

Objective 4.1 Strengthen the Urban Centres as Kelowna’s primary hubs of activity	
Policy 4.1.6 High Density Residential Development	Direct medium and high density residential development to Urban Centres to provide a greater mix of housing near employment and to maximize use of existing and new infrastructure, services and amenities. <i>This proposal is for a medium-density development within the Midtown Urban Centre with easy access to existing services and amenities.</i>
Objective 4.1 Strengthen the Urban Centres as Kelowna’s primary hubs of activity	
Policy 4.8.1 Midtown Residential Development	Prioritize the development of multi-unit residential uses over employment uses in Midtown to support a greater live work balance. <i>This development would add 187 residential units to the housing mix in the Midtown Urban Cente, and would contain a mix of studio, one- and two- and three-bedrooms units.</i>

**5.0 Technical Comments**

**5.1 Development Engineering Department**

See Attachment C – Development Engineering Memorandum

**6.0 Application Chronology**

Date of Application Received: Dec 22, 2021

Date Public Consultation Completed: N/A

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

**Attachments:**

Attachment A: Draft Development Permit DP21-0283

Schedule A: Site Plan and Floor Plans

Schedule B: Elevations, Materials and Colour Board

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

Attachment C: Development Engineering Memorandum



# Development Permit

## DP21-0283

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

**2165 Benvoulin Ct**

and legally known as

**LOT A DISTRICT LOT 128 OSOYOOS DIVISION YALE DISTRICT PLAN KAP89861**

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.

**Date of Council Approval: February 6, 2023**

Development Permit Area: Form and Character

Existing Zone: UC<sub>3</sub> – Midtown Urban Centre

Future Land Use Designation: UC – Urban Centre

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

### **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: **BENVOULIN APARTMENTS KELOWNA 2022 LTD., INC.NO. BC1342273**

Applicant: **Traine Construction and Development**

---

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

THAT Council authorizes the issuance of Development Permit No. DP21-0283 for LOT A DISTRICT LOT 128 OSOYOOS DIVISION YALE DISTRICT PLAN KAP89861 located at 2165 Benvoulin Ct, Kelowna, BC, subject to the following:

- 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";
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;

## 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 owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$738,807.19**

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

## 4. INDEMNIFICATION

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

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

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

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



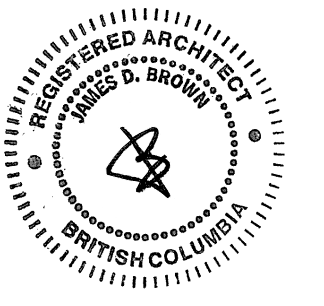


NOTE: IMAGE SHOWN AS ARTISTIC RENDERING ONLY.

# ISSUED FOR REZONING AND DEVELOPMENT PERMIT



**Zeidler Architecture**  
300, 640 – 8 Avenue SW  
Calgary, AB T2P 1G7  
T + 1 403 233 2525



## BENVOULIN COURT MULTIFAMILY



## TRAINED CONSTRUCTION & DEVELOPMENT

**TRAINED CONSTRUCTION & DEVELOPMENT**  
 BENVOLIN COURT MULTIFAMILY  
 2165 BENVOLIN COURT KELOWNA, BC  
 221-124

2023-01-19 RE-ISSUED FOR DEVELOPMENT PERMIT

**ARCHITECTURAL**

- DP0.02 PERSPECTIVE VIEWS
- DP0.03 PERSPECTIVE VIEWS
- DP1.01 SITE PLAN, PROJECT DATA
- DP2.00 P1 FLOOR PLAN
- DP2.01 GROUND FLOOR PLAN
- DP2.02 TYPICAL FLOOR PLAN, TOP FLOOR PLAN
- DP2.03 BUILDING 1 FLOOR PLANS
- DP2.04 BUILDING 2 FLOOR PLANS
- DP3.01 BUILDING 1 ELEVATIONS
- DP3.02 BUILDING 2 ELEVATIONS
- DP4.01 BUILDING SECTIONS

**LANDSCAPE**

- L1 CONCEPTUAL LANDSCAPE PLAN
- L2 WATER CONSERVATION/IRRIGATION PLAN
- LP-101 OFFSITE LANDSCAPE PLAN
- LP-102 OFFSITE LANDSCAPE PLAN
- LI-101 OFFSITE IRRIGATION PLAN
- LI-102 OFFSITE IRRIGATION PLAN


**CIVIL**

- 2428 C1 COMPOSITE UTILITY PLAN
- 2428 C2 COMPOSITE UTILITY PLAN
- 2428 D1 SITE GRADING PLAN - SEDIMENT AND EROSION CONTROL PLAN
- 2428 D2 STORM WATER MANAGEMENT PLAN

**SCHEDULE** A

This forms part of application  
# DP21-0283

Planner  
Initials **KB**



City of  
**Kelowna**  
DEVELOPMENT PLANNING

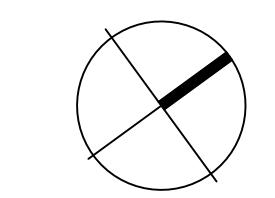




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11	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT

client



**TRAINE**  
 CONSTRUCTION & DEVELOPMENT

project title

**BENVOULIN COURT  
 MULTI FAMILY**

2175 BENVOLIN COURT  
 KELOWNA, BC

drawing title

**SITE PLAN**

scale: **1:300**

drawn by:

checked by:

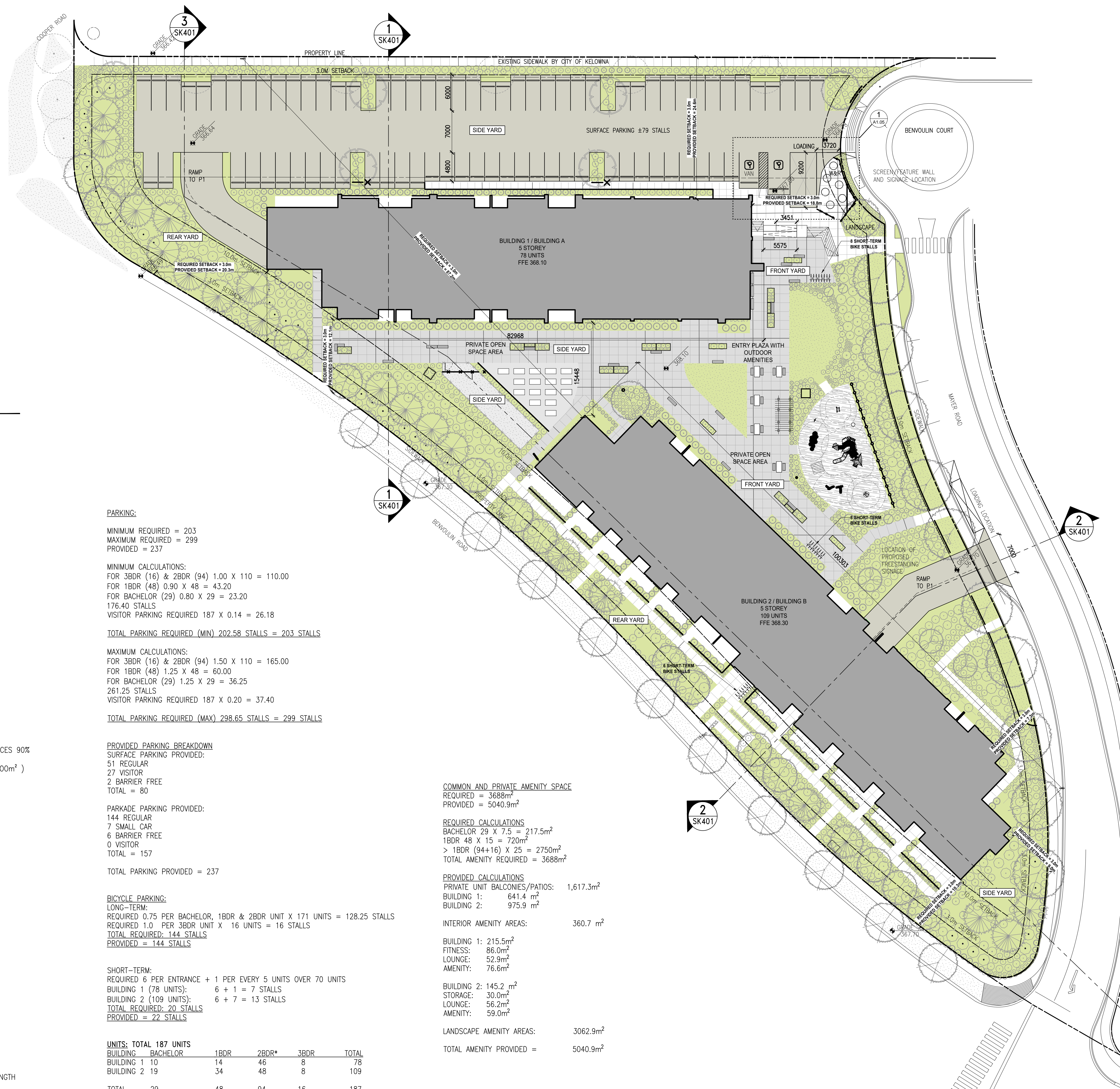
project no: 221-124

date issued: 2023-01-19

re-issue no:

sheet no:

**11 SK1.01**



**SITE PLAN**

SCALE: 1:300

**PROJECT DATA**

**USE:** MEDIUM DENSITY MULTIPLE HOUSING

**ZONING:** CURRENT A1, PROPOSED – PER O.C.P. – UC3

**MUNICIPAL ADDRESS:** 2165 BENVOLIN COURT, KELOWNA, BC

**LEGAL ADDRESS:** LOT A ODDY, PLAN 89861

**GENERAL INFORMATION**  
 PARCEL AREA: 12,336.00m<sup>2</sup> (3.311 ACRES)  
 BUILDING AREA: 3,241.70m<sup>2</sup>  
 BUILDING 1=1,456.90m<sup>2</sup>; BUILDING 2=1,784.80m<sup>2</sup>  
 GROSS FLOOR AREA: 15,620.67m<sup>2</sup>\*\*  
 BUILDING 1=7,030.86m<sup>2</sup>; BUILDING 2=8,589.81m<sup>2</sup>  
 NET FLOOR AREA: 13,001.65m<sup>2</sup>  
 BUILDING 1=5,725.56m<sup>2</sup>; BUILDING 2=7,276.09m<sup>2</sup>

**FLOOR AREA RATIO:** MAXIMUM 1.8

**FLOOR AREA RATIO PROVIDED:** 1.053 (13,001.65/12,336.00)

**SITE COVERAGE:** MAXIMUM 85%  
 PROVIDED: 26.28%  
 (BUILDINGS 3,241.70m<sup>2</sup> /12,336.00m<sup>2</sup>)  
 MAXIMUM SITE COVERAGE BUILDINGS, STRUCTURES AND IMPERMEABLE SURFACES 90%  
 PROVIDED 44.89%  
 (BUILDINGS 3,241.70m<sup>2</sup> PARKING 2142.69m<sup>2</sup> DRIVEWAY 166.67m<sup>2</sup> /12,336.00m<sup>2</sup> )

**MAXIMUM BUILDING HEIGHT:** 6 STOREYS & 22m  
**PROVIDED BUILDING HEIGHT:** 5 STOREYS & 17m

**SETBACKS:**  
 - MIN. SITE FRONT YARD – 3.0m  
 - MIN. SITE SIDE YARD – 3.0m  
 - MIN. SITE SIDE YARD TO A FLANKING STREET – 3.0m  
 - MIN. SITE REAR YARD – 3.0m  
 - AGRICULTURAL LAND RESERVE (ALR) – 10.0m

BUILDING 1 (A)	REQUIRED	PROVIDED
FRONT YARD SETBACK (Benvoulin Court)	3.0m	18.8m
REAR YARD SETBACK (Benvoulin Road)	3.0m	20.3m
SIDE YARD SETBACK (North)	3.0m	24.6m
SIDE YARD SETBACK (South)	3.0m	12.1m

BUILDING 2 (B)	REQUIRED	PROVIDED
FRONT YARD SETBACK (Benvoulin Court)	3.0m	7.3m
REAR YARD SETBACK (Benvoulin Road)	3.0m	10.3m
SIDE YARD SETBACK (North)	3.0m	87.2m
SIDE YARD SETBACK (South)	3.0m	9.0m

A CONTINUOUS BUILDING FRONTAGE SHALL NOT EXCEED 100 METRES IN LENGTH  
 BUILDING 1 – 79.46 METRES LONG ; BUILDING 2 – 98.50 METRES LONG

**PARKING:**

MINIMUM REQUIRED = 203  
 MAXIMUM REQUIRED = 299  
 PROVIDED = 237

**MINIMUM CALCULATIONS:**  
 FOR 3BDR (16) & 2BDR (94) 1.00 X 110 = 110.00  
 FOR 1BDR (48) 0.90 X 48 = 43.20  
 FOR BACHELOR (29) 0.80 X 29 = 23.20  
 176.40 STALLS  
 VISITOR PARKING REQUIRED 187 X 0.14 = 26.18

**TOTAL PARKING REQUIRED (MIN) 202.58 STALLS = 203 STALLS**

**MAXIMUM CALCULATIONS:**  
 FOR 3BDR (16) & 2BDR (94) 1.50 X 110 = 165.00  
 FOR 1BDR (48) 1.25 X 48 = 60.00  
 FOR BACHELOR (29) 1.25 X 29 = 36.25  
 261.25 STALLS  
 VISITOR PARKING REQUIRED 187 X 0.20 = 37.40

**TOTAL PARKING REQUIRED (MAX) 298.65 STALLS = 299 STALLS**

**PROVIDED PARKING BREAKDOWN**

SURFACE PARKING PROVIDED:  
 51 REGULAR  
 27 VISITOR  
 2 BARRIER FREE  
 TOTAL = 80

PARKADE PARKING PROVIDED:  
 144 REGULAR  
 7 SMALL CAR  
 6 BARRIER FREE  
 0 VISITOR  
 TOTAL = 157

**TOTAL PARKING PROVIDED = 237**

**BICYCLE PARKING:**

LONG-TERM:  
 REQUIRED 0.75 PER BACHELOR, 1BDR & 2BDR UNIT X 171 UNITS = 128.25 STALLS  
 REQUIRED 1.0 PER 3BDR UNIT X 16 UNITS = 16 STALLS  
**TOTAL REQUIRED: 144 STALLS**  
**PROVIDED = 144 STALLS**

**SHORT-TERM:**

REQUIRED 6 PER ENTRANCE + 1 PER EVERY 5 UNITS OVER 70 UNITS  
 BUILDING 1 (78 UNITS): 6 + 1 = 7 STALLS  
 BUILDING 2 (109 UNITS): 6 + 7 = 13 STALLS  
**TOTAL REQUIRED: 20 STALLS**  
**PROVIDED = 22 STALLS**

**UNITS: TOTAL 187 UNITS**

BUILDING	BACHELOR	1BDR	2BDR*	3BDR	TOTAL
BUILDING 1 10	14	46	8	8	78
BUILDING 2 19	34	48	8	8	109
<b>TOTAL</b>	<b>29</b>	<b>48</b>	<b>94</b>	<b>16</b>	<b>187</b>

\*2BDR TOTALS INCLUDE 1BED+DEN UNITS

**COMMON AND PRIVATE AMENITY SPACE**  
 REQUIRED = 3688m<sup>2</sup>  
 PROVIDED = 5040.9m<sup>2</sup>

**REQUIRED CALCULATIONS**  
 BACHELOR 29 X 7.5 = 217.5m<sup>2</sup>  
 1BDR 48 X 15 = 720m<sup>2</sup>  
 > 1BDR (94+16) X 25 = 2750m<sup>2</sup>  
**TOTAL AMENITY REQUIRED = 3688m<sup>2</sup>**

**PROVIDED CALCULATIONS**  
 PRIVATE UNIT BALCONIES/PATIOS: 1,617.3m<sup>2</sup>  
 BUILDING 1: 641.4 m<sup>2</sup>  
 BUILDING 2: 975.9 m<sup>2</sup>

**INTERIOR AMENITY AREAS: 360.7 m<sup>2</sup>**

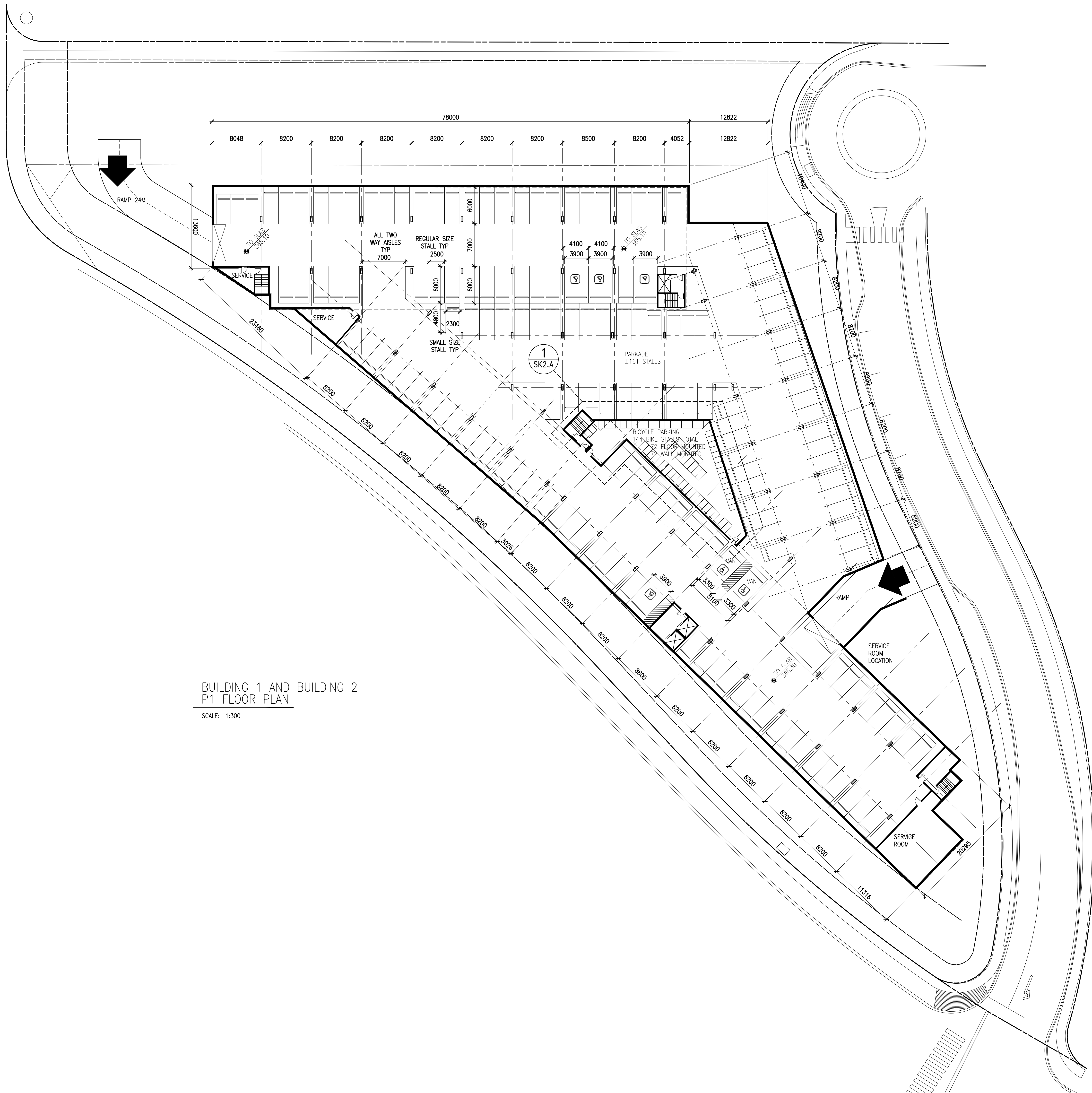
BUILDING 1: 215.5m<sup>2</sup>  
 FITNESS: 86.0m<sup>2</sup>  
 LOUNGE: 52.9m<sup>2</sup>  
 AMENITY: 76.6m<sup>2</sup>

BUILDING 2: 145.2 m<sup>2</sup>  
 STORAGE: 30.0m<sup>2</sup>  
 LOUNGE: 56.2m<sup>2</sup>  
 AMENITY: 59.0m<sup>2</sup>

**LANDSCAPE AMENITY AREAS: 3062.9m<sup>2</sup>**

**TOTAL AMENITY PROVIDED = 5040.9m<sup>2</sup>**





BUILDING 1 AND BUILDING 2  
P1 FLOOR PLAN  
SCALE: 1:300

**SCHEDULE** A

This forms part of application  
# DP21-0283

Planner Initials **KB**

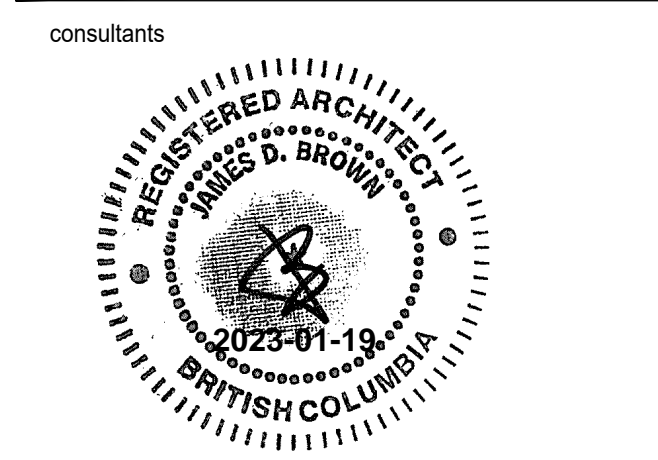
City of **Kelowna**  
DEVELOPMENT PLANNING

**zeidler**

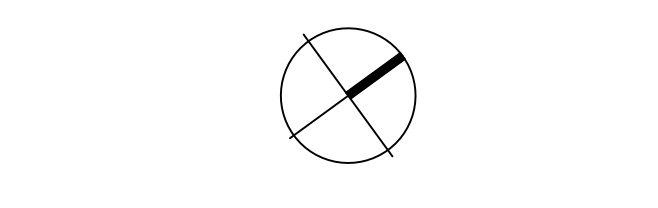
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seal

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client

**TRaine**  
CONSTRUCTION & DEVELOPMENT

project title

**BENVOULIN COURT  
MULTI FAMILY**

2175 BENVOULIN COURT  
KELOWNA, BC

drawing title

**FLOOR PLANS**

scale: 1:300

drawn by:

checked by:

project no: 221-124

date issued: 2023-01-19

re-issue no: sheet no:

**11 SK2.00**



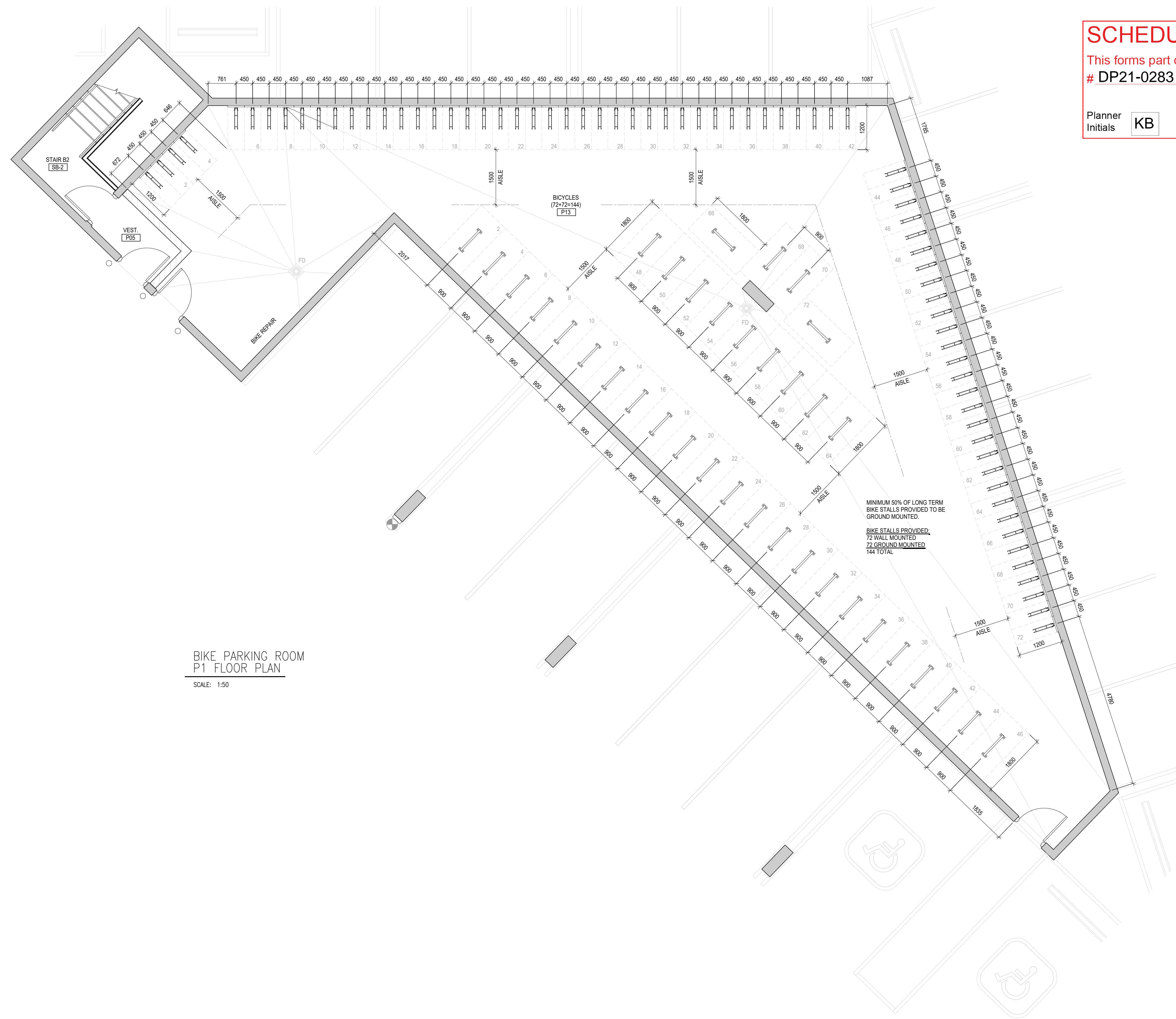
**SCHEDULE** A

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Planner Initials **KB**



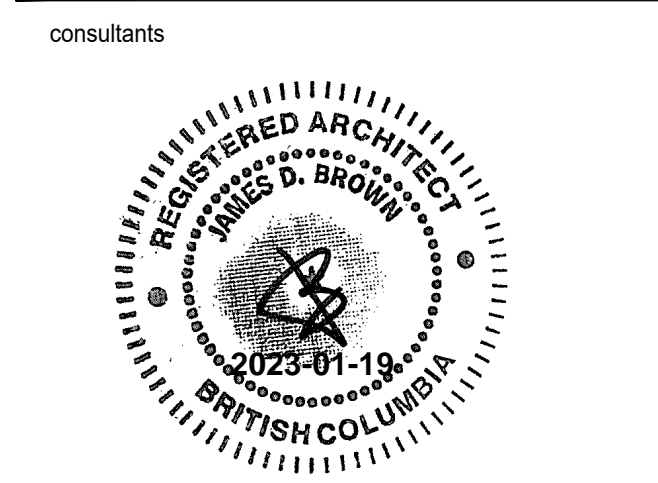

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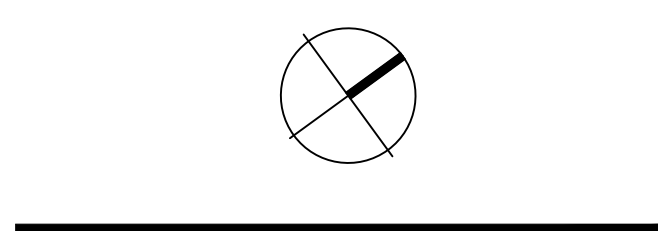
**BIKE PARKING ROOM  
P1 FLOOR PLAN**  
SCALE: 1:50

seal

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client



project title  
**BENVOULIN COURT  
MULTI FAMILY**  
2175 BENVOLIN COURT  
KELOWNA, BC

drawing title  
**ENLARGED FLOOR PLAN  
PARKADE P1 BICYCLE ROOM**

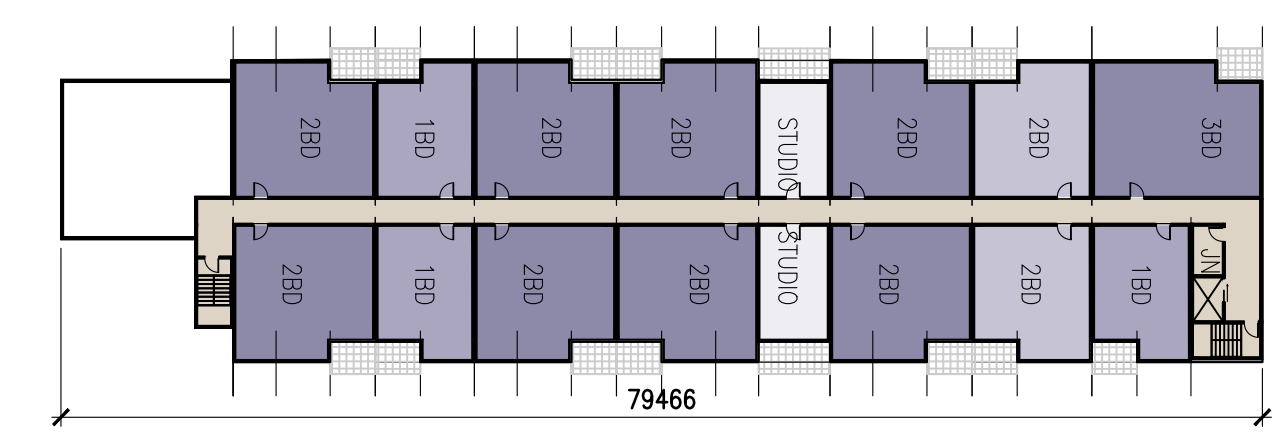
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date issued: 2023-01-13

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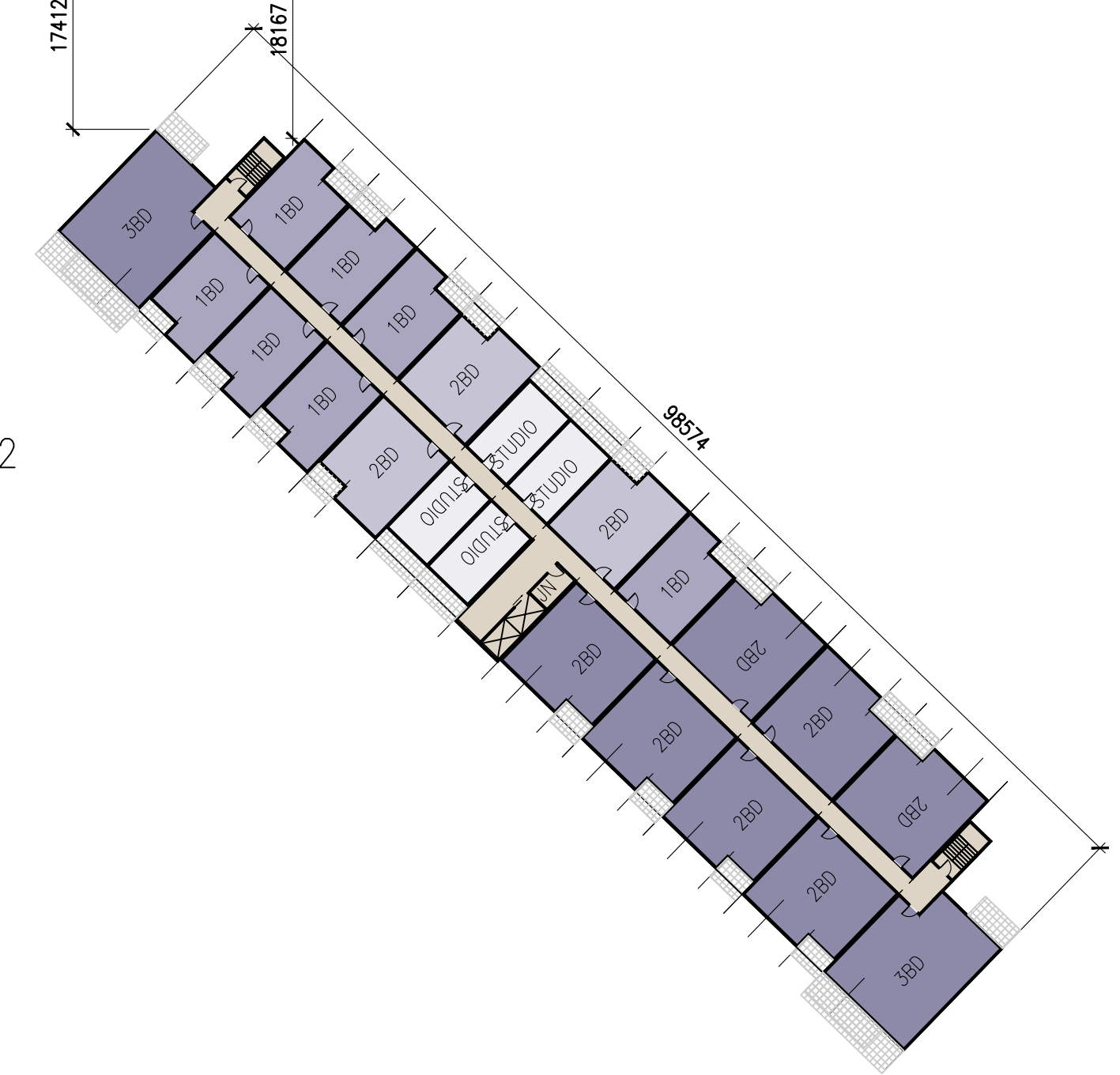
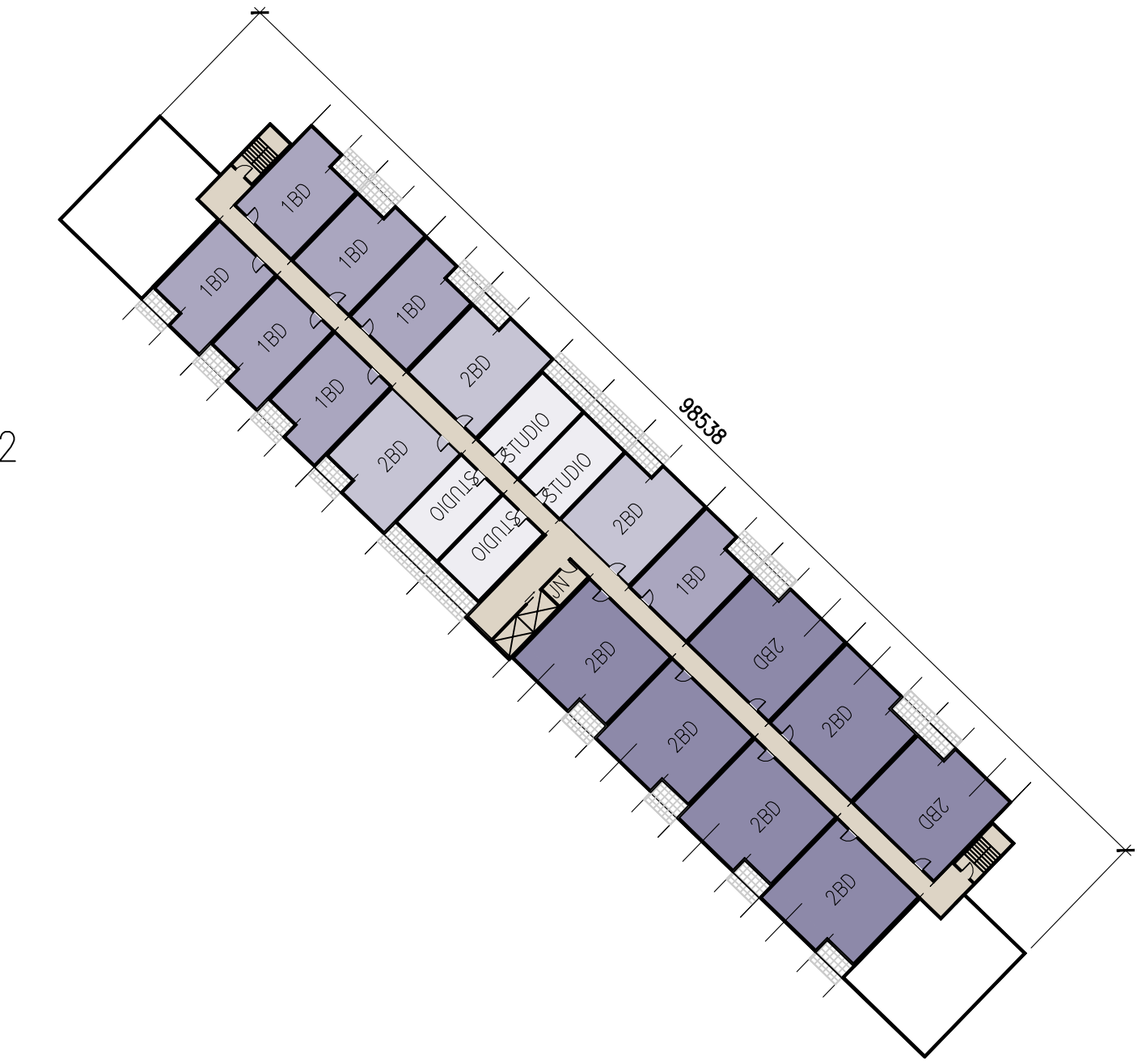
**BUILDING 1 AND BUILDING 2  
GROUND FLOOR PLAN**  
SCALE: 1:500



**BUILDING 1 AND BUILDING 2  
TOP FLOOR PLAN**  
SCALE: 1:500



**BUILDING 1 AND BUILDING 2  
TYPICAL FLOOR PLAN**  
SCALE: 1:500



**SCHEDULE A**

This forms part of application  
# DP21-0283

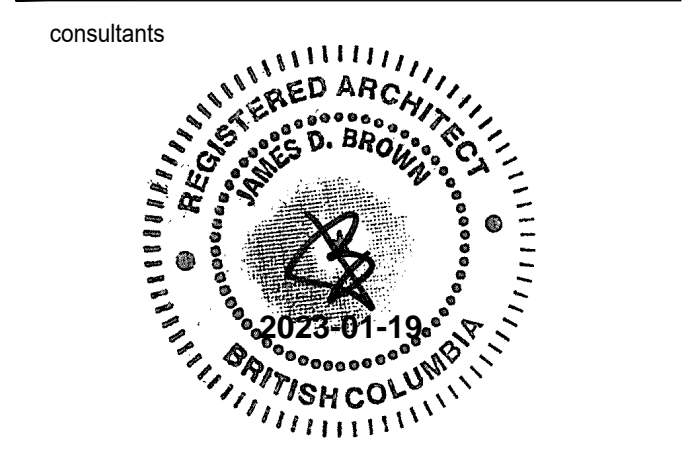
Planner Initials **KB**

City of Kelowna  
DEVELOPMENT PLANNING

**zeidler**

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client

**TRaine**  
CONSTRUCTION & DEVELOPMENT

project title

**BENVOULIN COURT  
MULTI FAMILY**

**2175 BENVOULIN COURT  
KELOWNA, BC**

drawing title

**FLOOR PLANS**

scale: 1:500

drawn by:

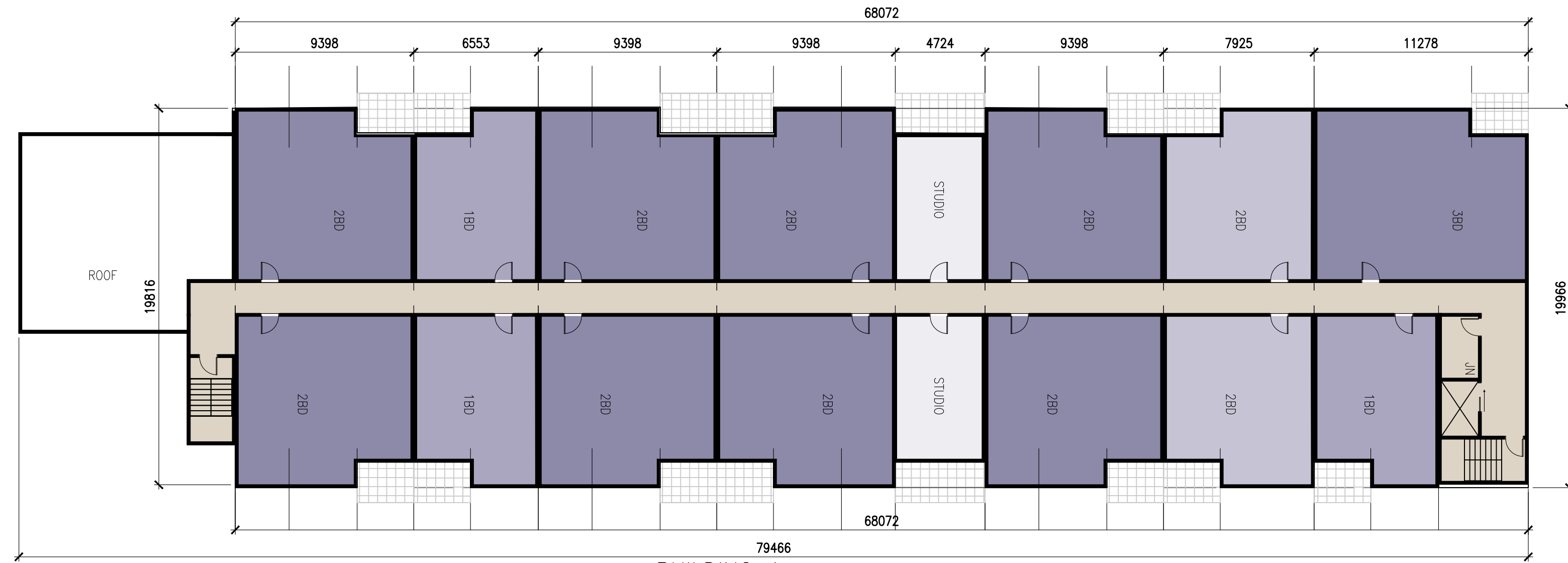
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project no: 221-124

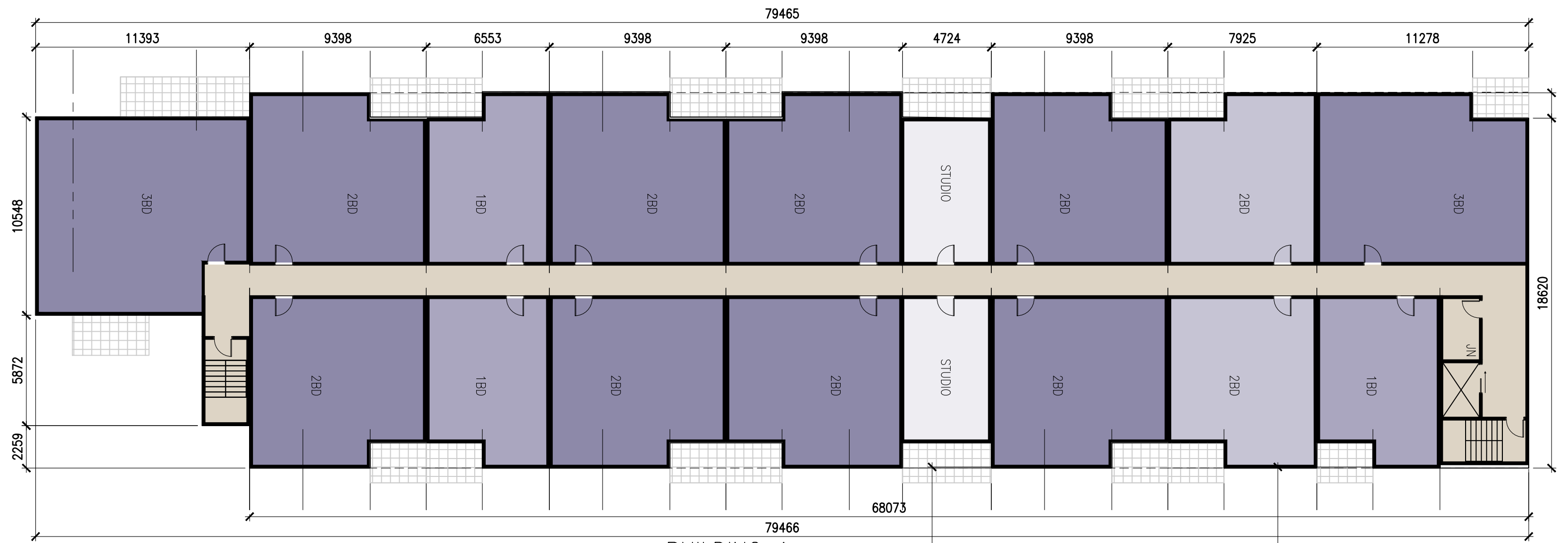
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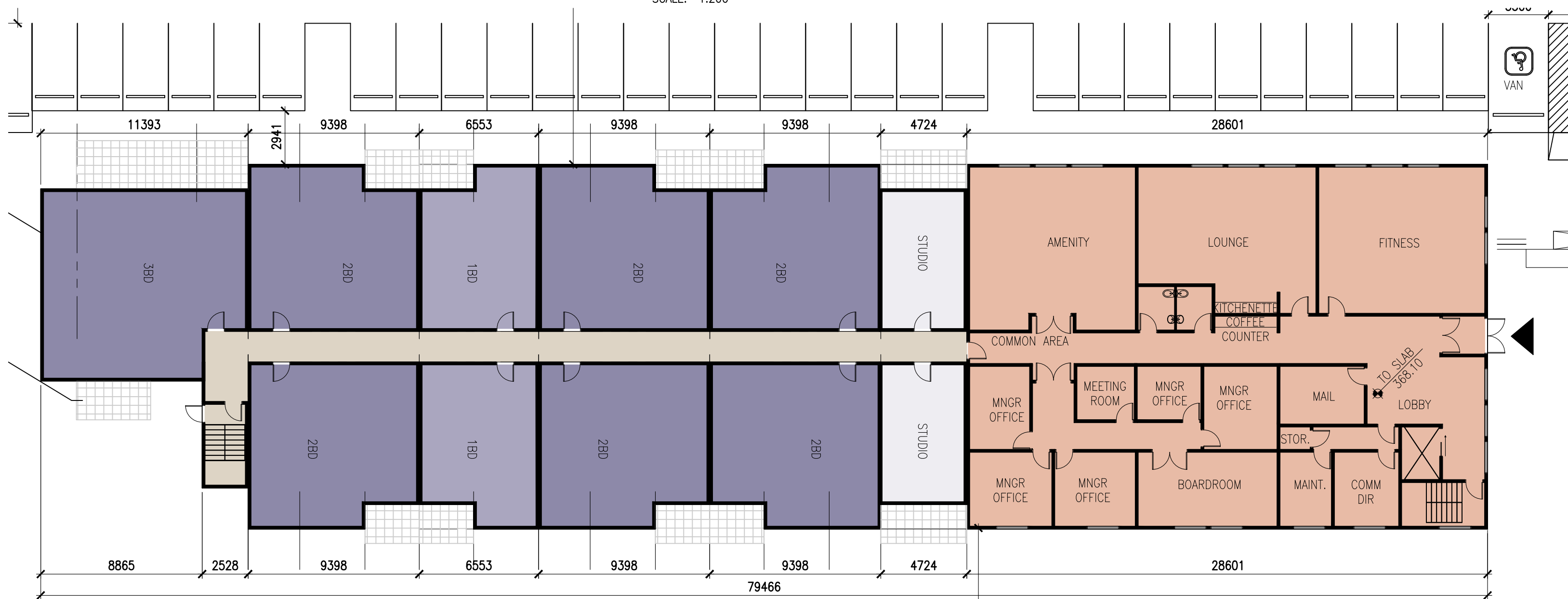




BUILDING 1  
TOP FLOOR PLAN  
SCALE: 1:200



BUILDING 1  
TYPICAL FLOOR PLAN  
SCALE: 1:200



BUILDING 1  
GROUND FLOOR PLAN  
SCALE: 1:200

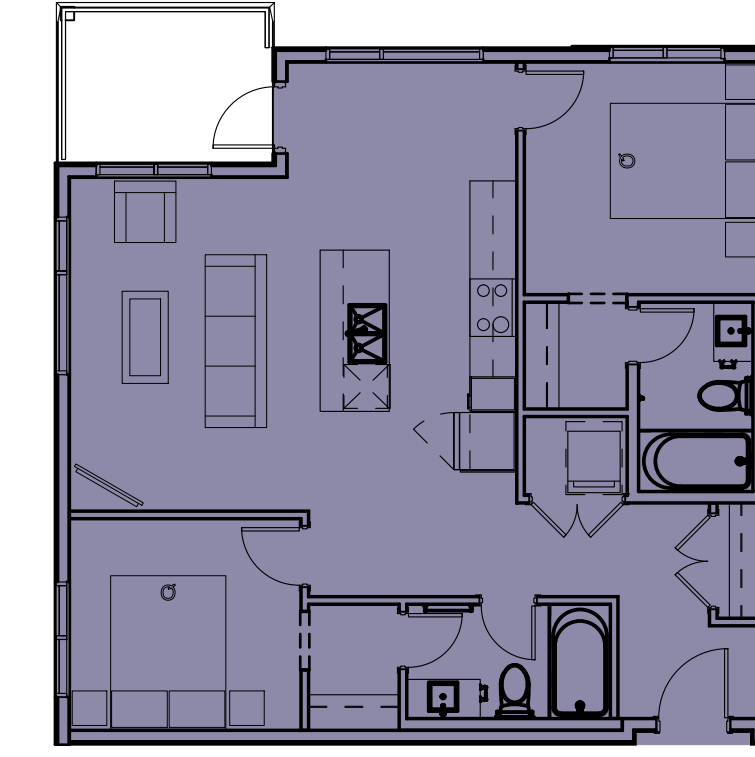
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# DP21-0283

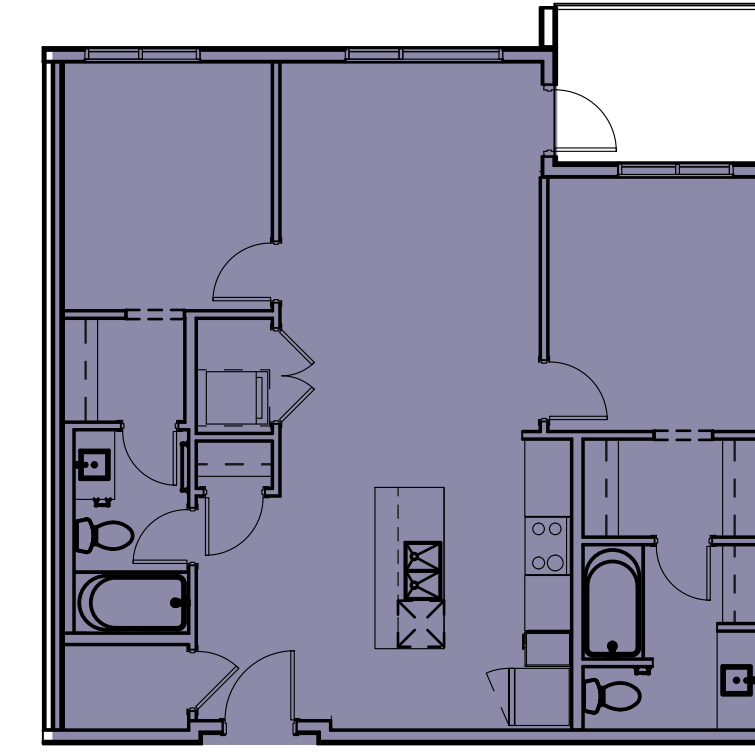
Planner Initials **KB**

City of Kelowna  
DEVELOPMENT PLANNING

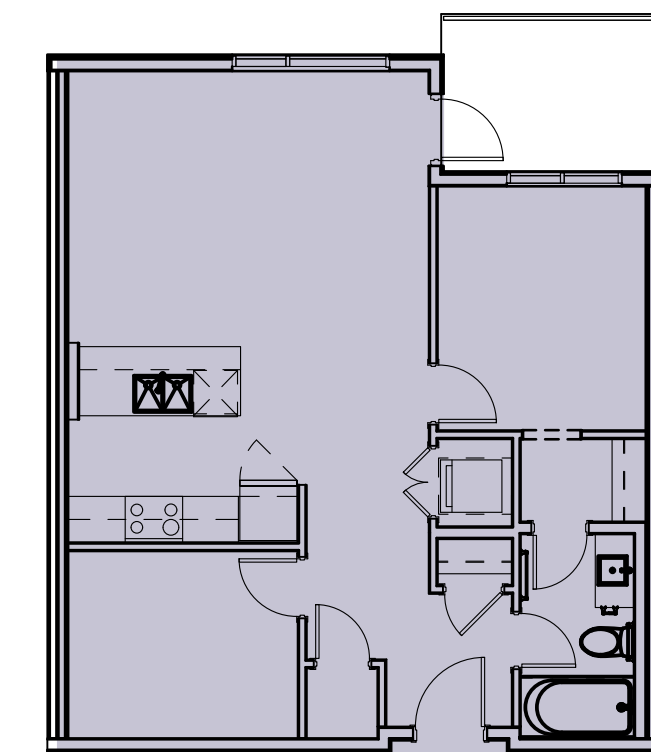
2-BED UNIT 1  
SCALE: 1:100



2-BED UNIT 2  
SCALE: 1:100



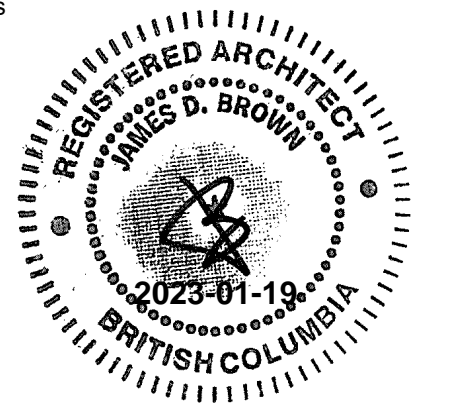
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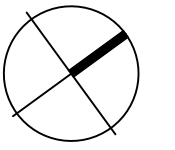
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client



project title  
**BENVOULIN COURT  
MULTI FAMILY**  
2175 BENVOLIN COURT  
KELOWNA, BC

drawing title

**FLOOR PLANS BUILDING 1**

scale: 1:200

drawn by:

checked by:

project no: 221-124

date issued: 2023-01-13

re-issue no:

sheet no:



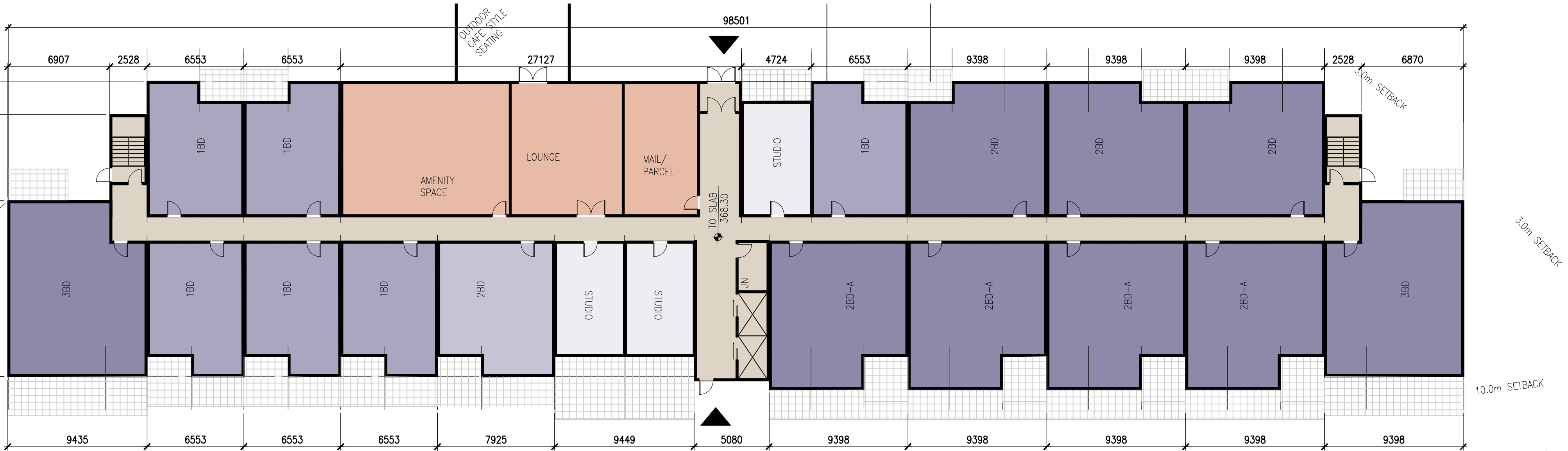
**SK2.02**



BUILDING 2  
TOP FLOOR PLAN  
SCALE: 1:200

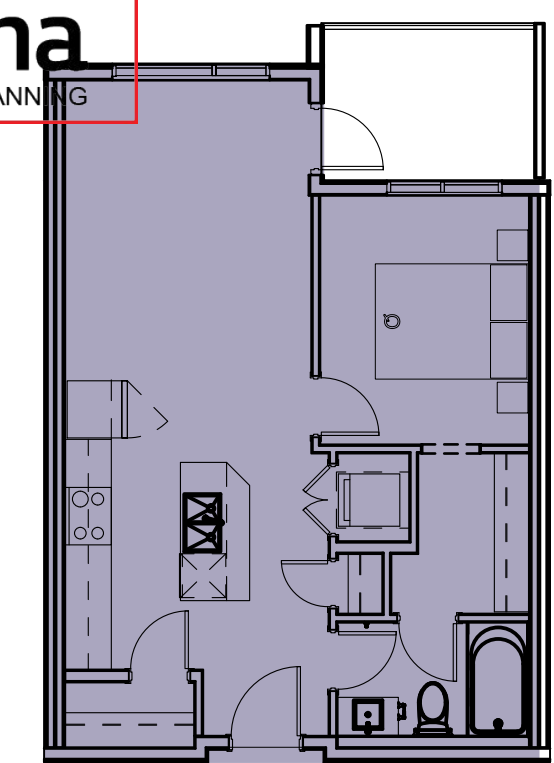


BUILDING 2  
TYPICAL FLOOR PLAN  
SCALE: 1:200

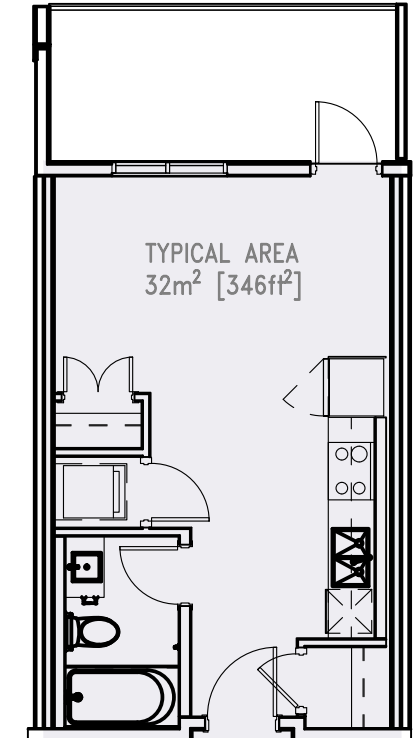


BUILDING 2  
GROUND FLOOR PLAN  
SCALE: 1:200

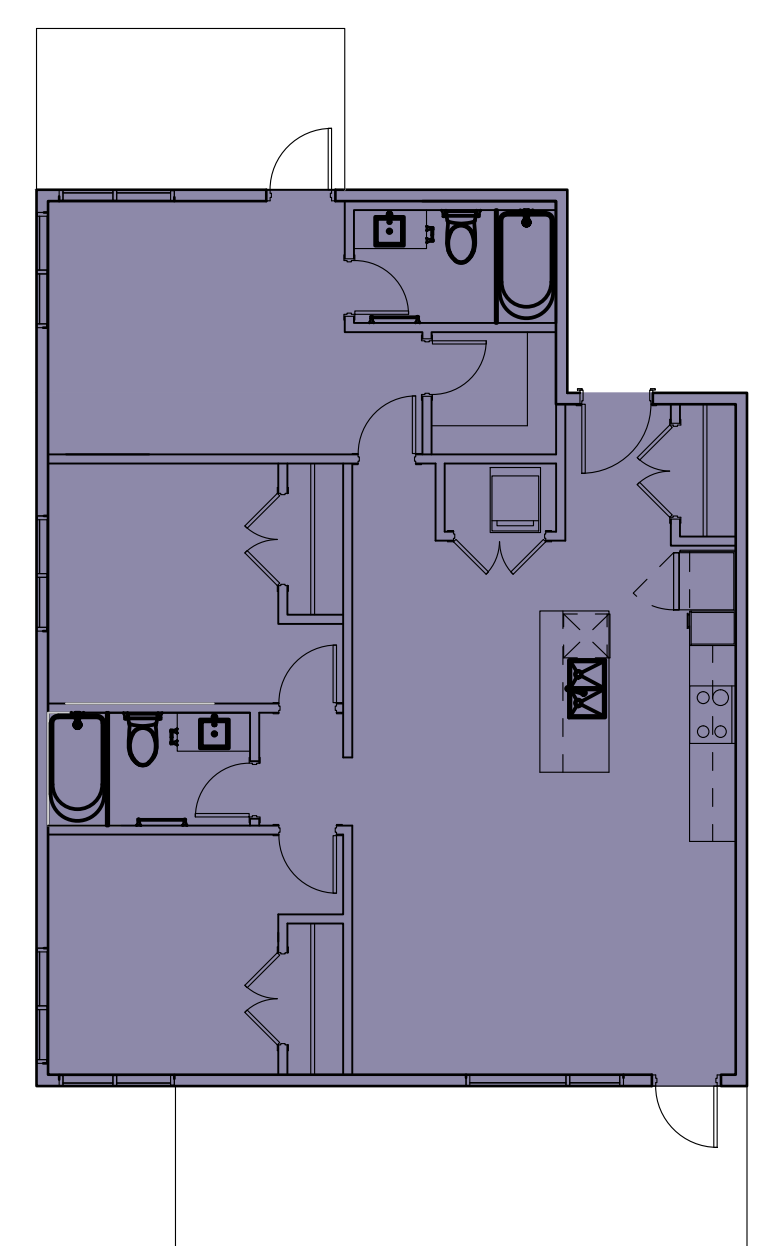
**SCHEDULE A**  
This forms part of application  
# DP21-0283  
Planner Initials **KB**  
City of Kelowna  
DEVELOPMENT PLANNING



1-BED UNIT  
SCALE: 1:100



STUDIO UNIT  
SCALE: 1:100



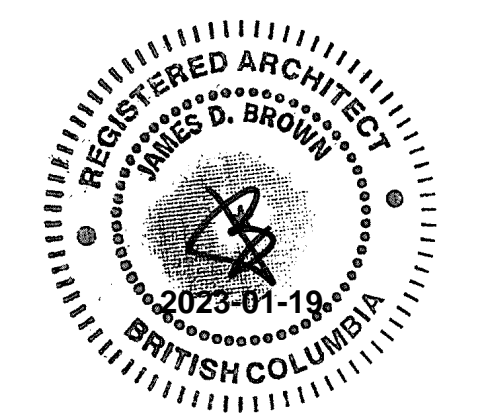
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SCALE: 1:100



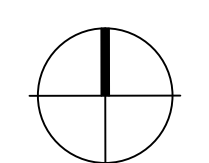
**Zeidler Architecture**  
300, 640 – 8 Avenue SW  
Calgary, AB T2P 1G7  
T + 1 403 233 2525

seal  
**NOT FOR CONSTRUCTION**

consultants



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Issue No.	Date	Description
1	2021-08-06	ISSUED FOR REVIEW
2	2021-08-13	ISSUED FOR REVIEW
3	2021-08-20	ISSUED FOR REVIEW
4	2021-08-24	ISSUED FOR REVIEW
5	2021-09-23	ISSUED FOR REVIEW
6	2021-11-26	ISSUED FOR REVIEW
7	2021-12-01	ISSUED FOR REVIEW
8	2021-12-16	ISSUED FOR DEVELOPMENT PERMIT
9	2022-09-12	RE-ISSUED FOR DEVELOPMENT PERMIT
10	2022-09-23	RE-ISSUED FOR DEVELOPMENT PERMIT
11	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT



project title  
**BENVOULIN COURT  
MULTI FAMILY**  
2175 BENVOLIN COURT  
KELOWNA, BC

drawing title  
**FLOOR PLANS BUILDING 2**

scale: 1:200  
drawn by:  
checked by:  
project no: 221-124  
date issued: 2023-01-13

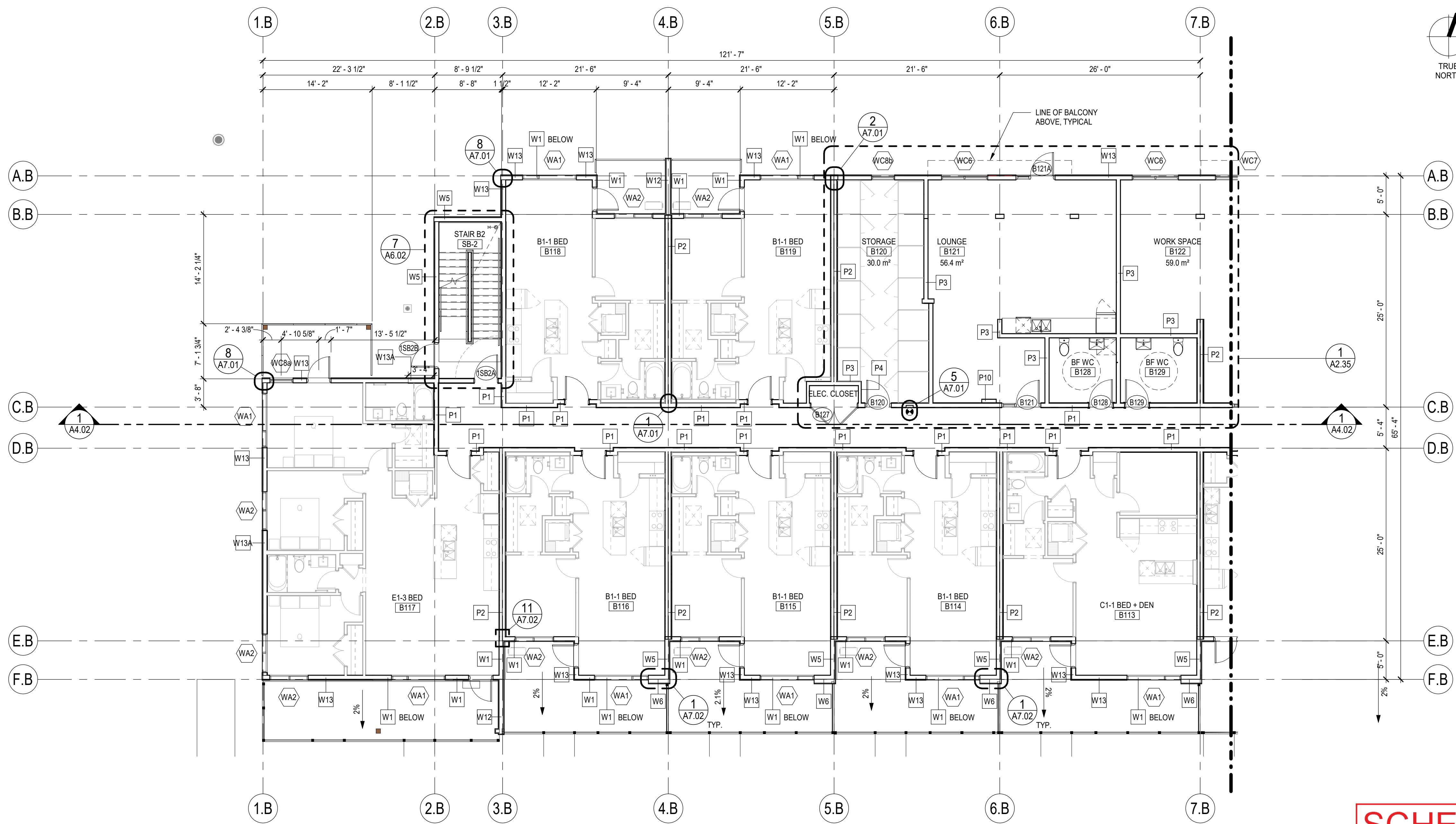
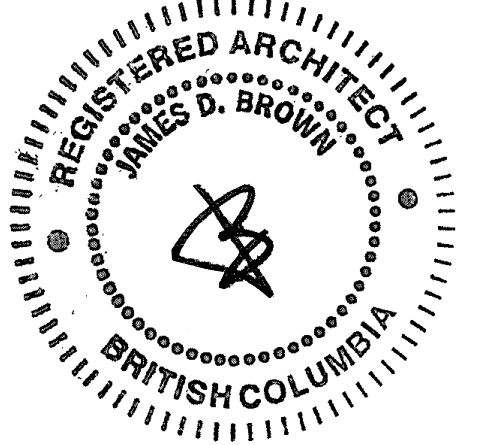
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**SK2.03**



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KEY PLAN



2 LEVEL 1 FLOOR PLAN  
 A2.21 SCALE: 1/8" = 1'-0"

**SCHEDULE A**  
 This forms part of application # DP21-0283  
 City of Kelowna DEVELOPMENT PLANNING  
 Planner Initials KB

NO.	ISSUE / REVISION	DATE
1	2023-01-19 RE-ISSUED FOR DEVELOPMENT PERMIT	2021-08-06
2	ISSUED FOR REVIEW	2021-08-13
3	ISSUED FOR REVIEW	2021-08-20
4	ISSUED FOR REVIEW	2021-08-24
5	ISSUED FOR REVIEW	2021-08-23
6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-09-26

NOT FOR CONSTRUCTION

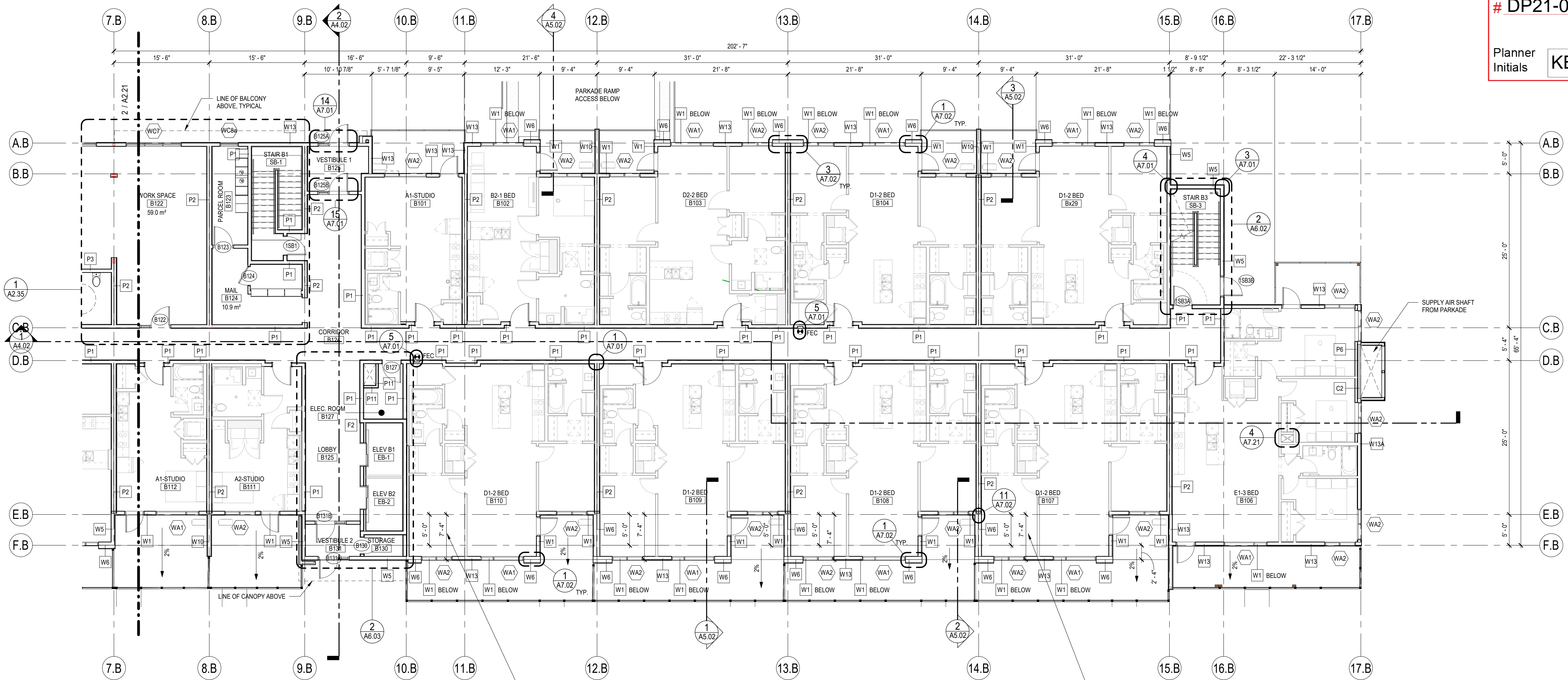
PROJECT  
**TRAINE - LA VIDA**

PROJECT ADDRESS  
 2165 BENOULIN COURT,  
 KELOWNA, BC V1W 2C7

TITLE  
**BUILDING B - FLOOR PLANS - LEVEL 1**

PROJECT NO. 221-124  
 DRAWN Author  
 CHECKED Checker

DRAWING NO. **A2.21**  
 REVISION NO. 8



1 LEVEL 1 FLOOR PLAN  
 A2.21 SCALE: 1/8" = 1'-0"

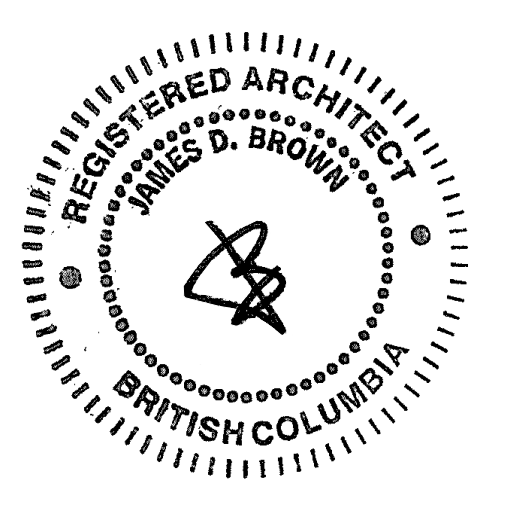
NOTE:  
 ON LEVELS 1&2 THE D1 & D2 UNITS ALONG THIS SOUTH EAST CORNER OF BUILDING B HAVE DEEPER FLOOR PLATE AS SHOWN

NOTE:  
 ON LEVELS 1&2 THE D1 & D2 UNITS ALONG THIS SOUTH EAST CORNER OF BUILDING B HAVE DEEPER FLOOR PLATE AS SHOWN



NOTE  
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KEY PLAN



**SCHEDULE A**  
This forms part of application  
# DP21-0283  
Planner Initials **KB**  
City of Kelowna  
DEVELOPMENT PLANNING

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6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-09-26

NOT FOR CONSTRUCTION

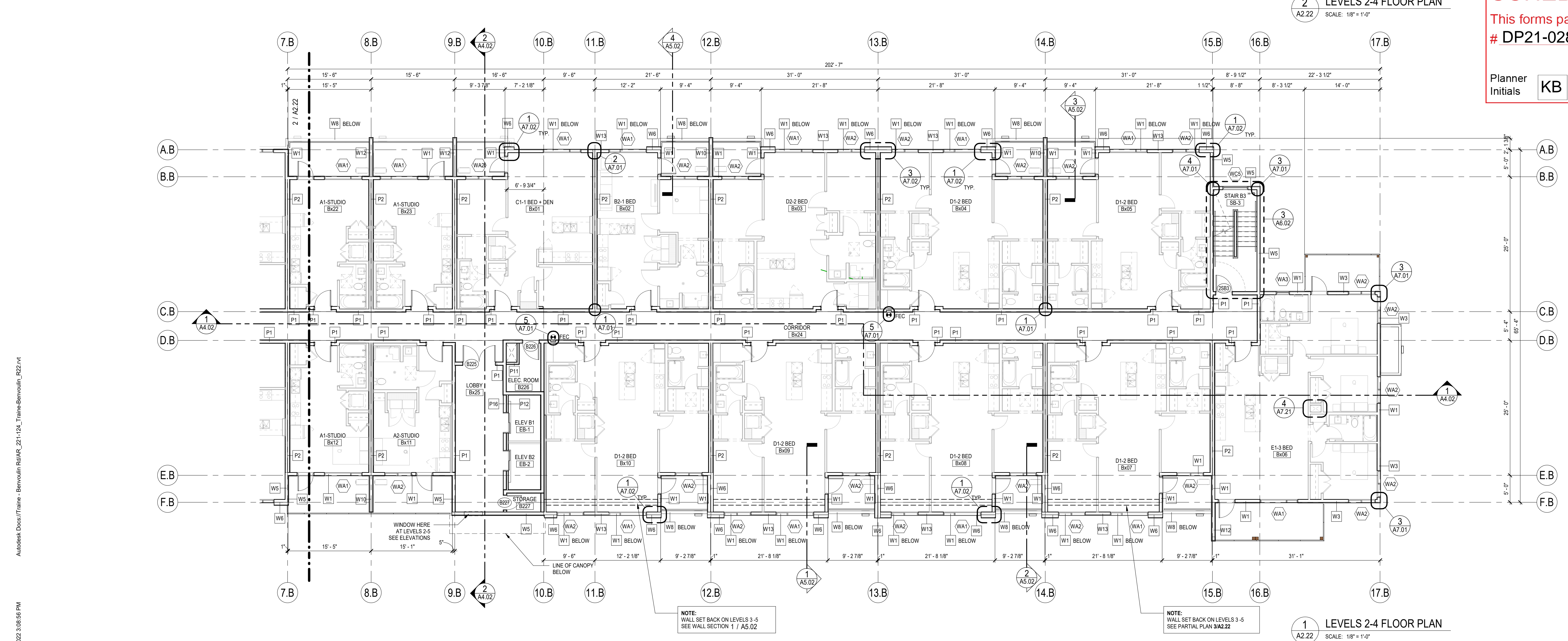
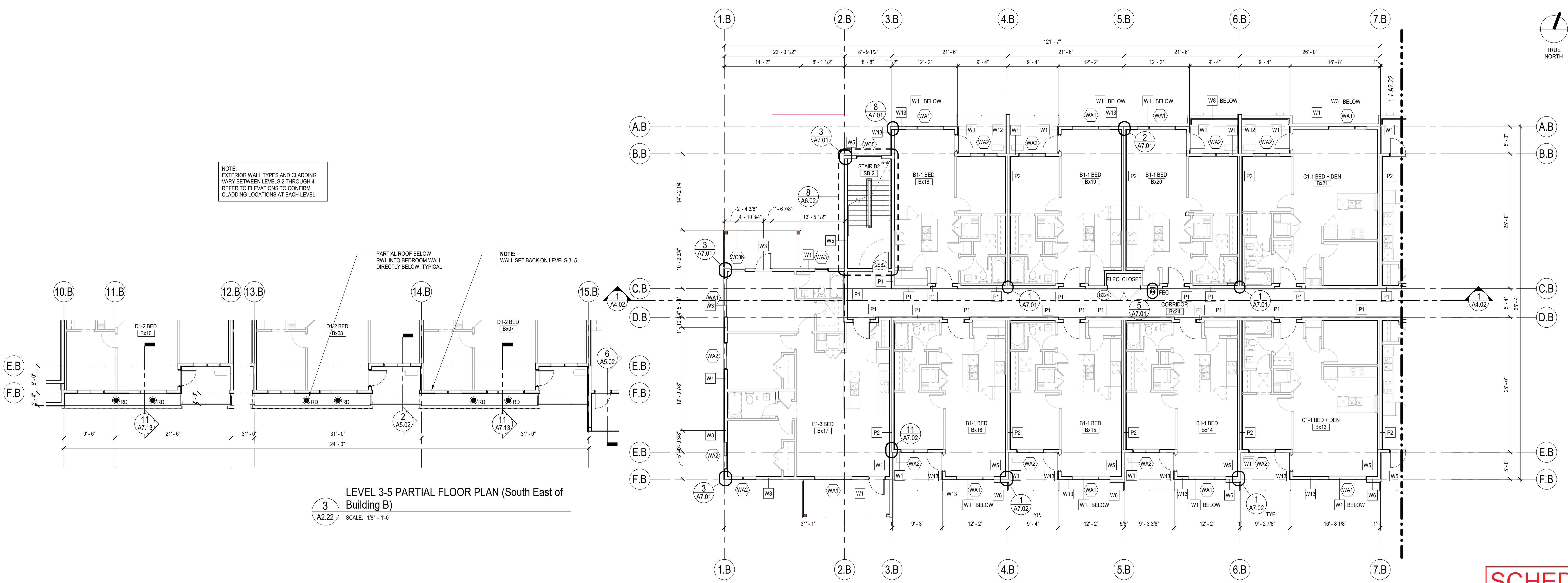
PROJECT  
**TRaine - LA VIDA**

PROJECT ADDRESS  
2165 BENVOLIN COURT,  
KELOWNA, BC V1W 2C7

TITLE  
**BUILDING B - FLOOR PLANS - LEVELS 2-4**

PROJECT NO. DRAWN CHECKED  
221-124 Author Checker

DRAWING NO. REVISION NO.  
**A2.22** 8



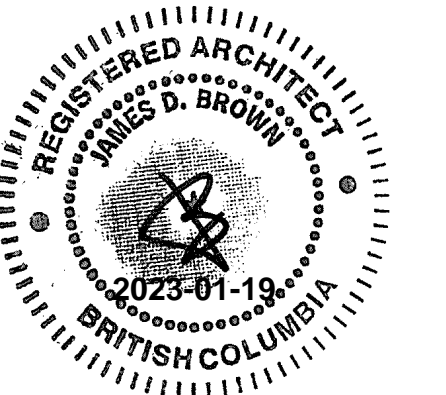
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NOTE

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KEY PLAN

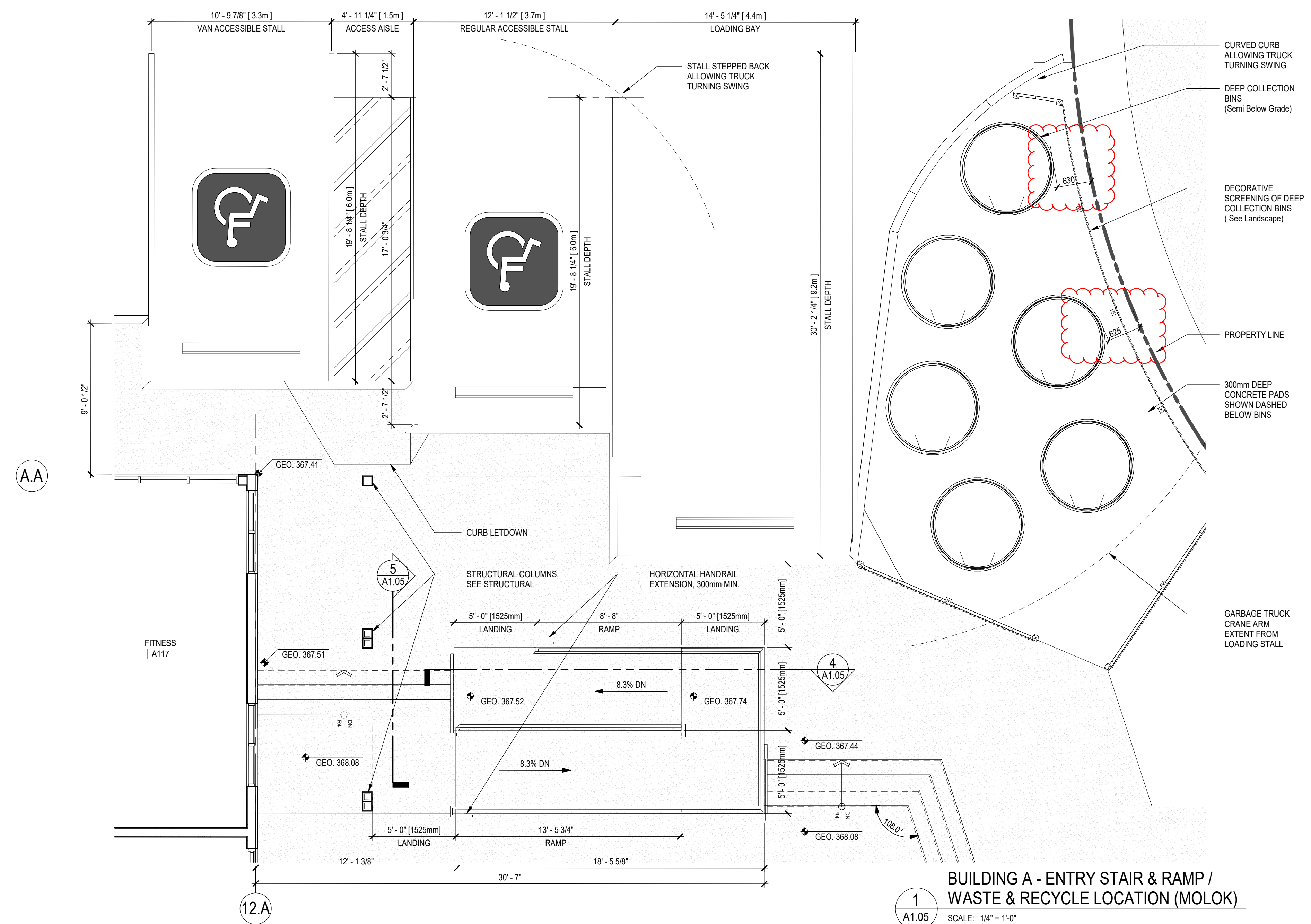


**SCHEDULE A**

This forms part of application # DP21-0283

Planner Initials **KB**

City of Kelowna  
DEVELOPMENT PLANNING



2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT	
NO.	ISSUE/ REVISION	DATE

**NOT FOR CONSTRUCTION**

PROJECT  
**TRAINE - LA VIDA**

PROJECT ADDRESS  
2165 BENVOLIN COURT,  
KELOWNA, BC V1W 2C7

TITLE  
**SITE DETAILS**

PROJECT NO. 221-124	DRAWN Author	CHECKED Checker
------------------------	-----------------	--------------------

DRAWING NO. **A1.05** REVISION NO. **8**





**BUILDING 1  
SOUTH ELEVATION**  
SCALE: 1:200



**BUILDING 1  
EAST ELEVATION**  
SCALE: 1:200



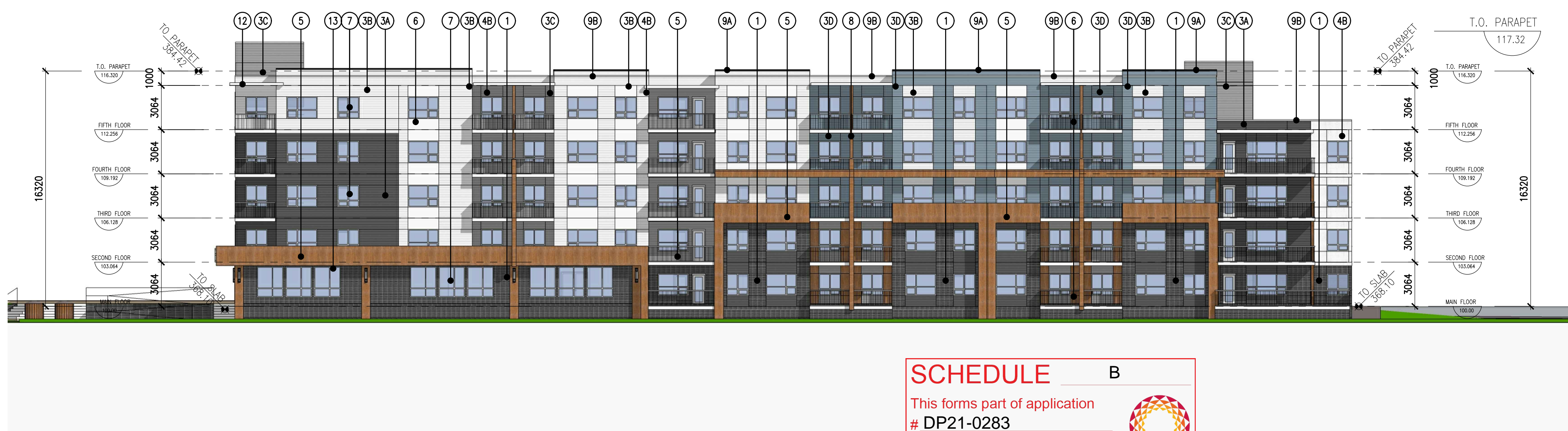
**MATERIAL AND FINISHES LEGEND**

- ① MASONRY UNIT - BRICK (CHARCOAL), STACK BOND
- ② EIFS GRAY
- ③- FIBRECEMENT CLADDING (HARDIE, LAP SIDING, CEDARMILL FINISH)
  - Ⓐ COLOUR - "IRON GRAY" Ⓑ COLOUR - "ARCTIC WHITE"
  - Ⓒ COLOUR - "PEARL GRAY" Ⓓ COLOUR - "BOOTHBAY BLUE"
  - Ⓔ COLOUR - "SPICY MUSTARD"
- ④- FIBRECEMENT CLADDING (HARDIE, PANEL, SMOOTH FINISH)
  - Ⓐ COLOUR - "IRON GRAY" Ⓑ COLOUR - "ARCTIC WHITE"
  - Ⓔ COLOUR - "SPICY MUSTARD"
- ⑤ FIBRECEMENT SMOOTH PANEL "WOOD" COLOUR
- ⑥ PRE-FINISHED METAL PICKET GUARD RAILS, PAINTED 'BLACK'
- ⑦ PVC WINDOW - WHITE EXTERIOR FRAME / WHITE INTERIOR FRAME
- ⑧ TERRACE DIVIDING SCREEN
- ⑨- PRE-FINISHED METAL FLASHING
  - Ⓐ COLOUR - "BLACK" Ⓑ COLOUR - "WHITE"
  - Ⓒ COLOUR - "GRAY" Ⓓ COLOUR - "BROWN"
- ⑩ PAINTED METAL DOOR AND FRAME
- ⑪ O/H DOOR, COLOUR TO MATCH ADJACENT WALL COLOUR
- ⑫ CANOPY
- ⑬ WALL MOUNTED ARCHITECTURAL LIGHT FIXTURE
- ⑭ VANDAL PROOF LIGHTING ADJACENT TO ENTRANCEWAYS, OVERHEAD AND MAIN DOORS

NOTE:  
ROOFTOP MECHANICAL UNITS TO BE FULLY PAINTED TO MATCH BUILDING. IF STILL VISIBLE FROM ROADWAY, UNITS WILL BE SCREENED WITH AN APPROVED SCREEN DETAIL.



**BUILDING 1  
WEST ELEVATION**  
SCALE: 1:200



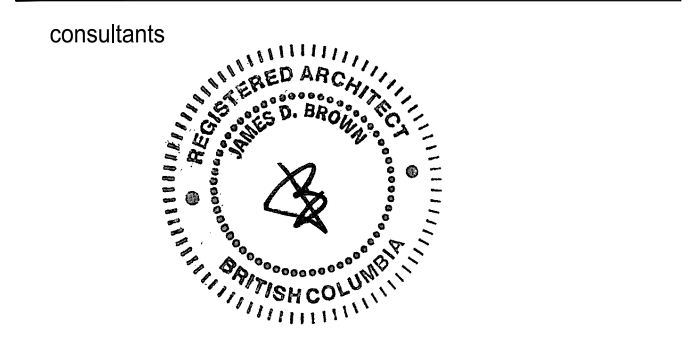
**BUILDING 1  
NORTH ELEVATION**  
SCALE: 1:200

**SCHEDULE B**  
This forms part of application # DP21-0283  
Planner Initials **KB**  
City of Kelowna DEVELOPMENT PLANNING



**Zeidler Architecture**  
300, 640 - 8 Avenue SW  
Calgary, AB T2P 1G7  
T + 1 403 233 2525

seal  
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4	2021-08-24	ISSUED FOR REVIEW
5	2021-09-23	ISSUED FOR REVIEW
6	2021-11-26	ISSUED FOR REVIEW
7	2021-12-01	ISSUED FOR REVIEW
8	2022-09-26	ISSUED FOR DEVELOPMENT PERMIT
	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT



client  
**TRAIN**  
CONSTRUCTION & DEVELOPMENT  
project title  
**BENVOULIN COURT  
MULTI FAMILY**  
2165 BENVOLIN COURT  
KELOWNA, BC

drawing title  
**BUILDING 1**

scale: AS SHOWN  
drawn by:  
checked by:  
project no: 221-124  
date issued: 2022-09-26

re-issue no: 8  
sheet no: **SK3.01**





BUILDING 2  
SOUTH ELEVATION  
SCALE: 1:200



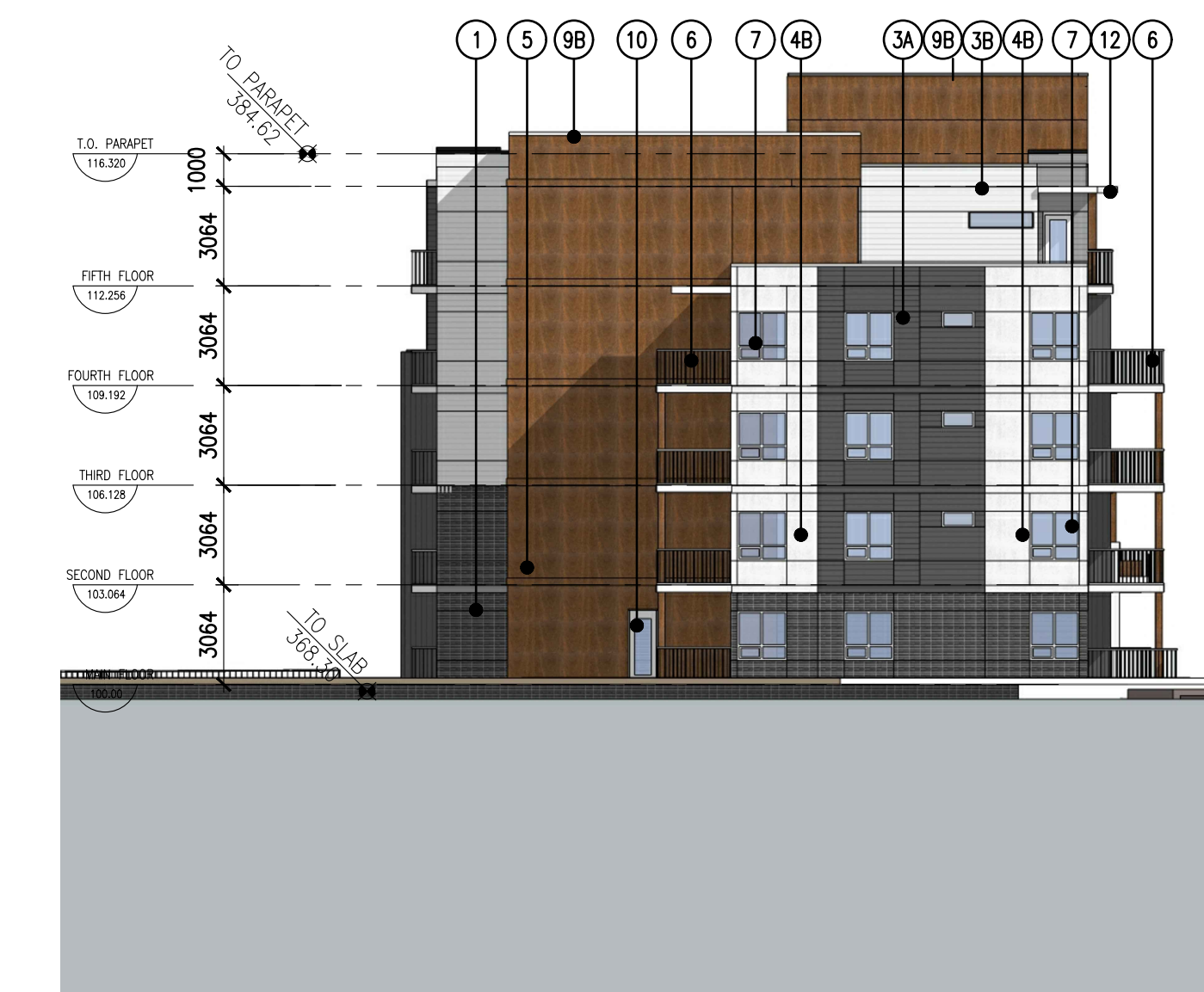
BUILDING 2  
EAST ELEVATION  
SCALE: 1:200



**MATERIAL AND FINISHES LEGEND**

- ① MASONRY UNIT - BRICK (CHARCOAL), STACK BOND
- ② EIFS GRAY
- ③- FIBRECEMENT CLADDING (HARDIE, LAP SIDING, CEDARMILL FINISH)
  - Ⓐ COLOUR - "IRON GRAY" Ⓑ COLOUR - "ARCTIC WHITE"
  - Ⓒ COLOUR - "PEARL GRAY" Ⓓ COLOUR - "BOOTHBAY BLUE"
  - Ⓔ COLOUR - "SPICY MUSTARD"
- ④- FIBRECEMENT CLADDING (HARDIE, PANEL, SMOOTH FINISH)
  - Ⓐ COLOUR - "IRON GRAY" Ⓑ COLOUR - "ARCTIC WHITE"
  - Ⓔ COLOUR - "SPICY MUSTARD"
- ⑤ FIBRECEMENT SMOOTH PANEL "WOOD" COLOUR
- ⑥ PRE-FINISHED METAL PICKET GUARD RAILS, PAINTED 'BLACK'
- ⑦ PVC WINDOW - WHITE EXTERIOR FRAME / WHITE INTERIOR FRAME
- ⑧ TERRACE DIVIDING SCREEN
- ⑨- PRE-FINISHED METAL FLASHING
  - Ⓐ COLOUR - "BLACK" Ⓑ COLOUR - "WHITE"
  - Ⓒ COLOUR - "GRAY" Ⓓ COLOUR - "BROWN"
- ⑩ PAINTED METAL DOOR AND FRAME
- ⑪ O/H DOOR, COLOUR TO MATCH ADJACENT WALL COLOUR
- ⑫ CANOPY
- ⑬ WALL MOUNTED ARCHITECTURAL LIGHT FIXTURE
- ⑭ VANDAL PROOF LIGHTING ADJACENT TO ENTRANCEWAYS, OVERHEAD AND MAIN DOORS

NOTE:  
ROOFTOP MECHANICAL UNITS TO BE FULLY PAINTED TO MATCH BUILDING. IF STILL VISIBLE FROM ROADWAY, UNITS WILL BE SCREENED WITH AN APPROVED SCREEN DETAIL.



BUILDING 2  
WEST ELEVATION  
SCALE: 1:200



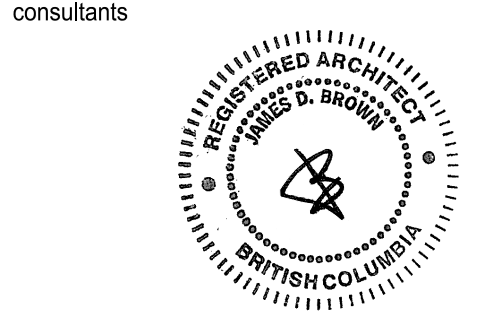
BUILDING 2  
NORTH ELEVATION  
SCALE: 1:200

**SCHEDULE B**  
This forms part of application  
# DP21-0283  
Planner Initials KB  
City of Kelowna  
DEVELOPMENT PLANNING



**Zeidler Architecture**  
300, 640 - 8 Avenue SW  
Calgary, AB T2P 1G7  
T + 1 403 233 2525

seal  
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5	2021-09-23	ISSUED FOR REVIEW
6	2021-11-26	ISSUED FOR REVIEW
7	2021-12-01	ISSUED FOR REVIEW
8	2022-09-26	ISSUED FOR DEVELOPMENT PERMIT
	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT

client  
**TRANE**  
CONSTRUCTION & DEVELOPMENT

project title  
**BENVOULIN COURT  
MULTI FAMILY**  
2165 BENVOULIN COURT  
KELOWNA, BC

drawing title  
**BUILDING 2**

scale: AS SHOWN  
drawn by:  
checked by:  
project no: 221-124  
date issued: 2022-09-26

re-issue no: 8  
sheet no: **SK3.02**





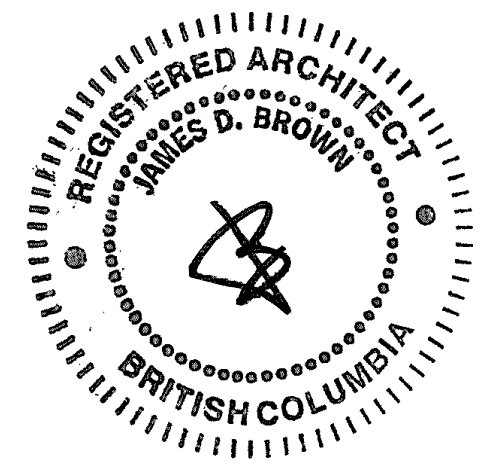




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**KEY PLAN**



**EXTERIOR BUILDING MATERIALS LEGEND**

- (1A) FIBRECEMENT BOARD LAP CLADDING (HARDIE, ARCTIC WHITE, CEDARMILL FINISH)
- (1B) FIBRECEMENT BOARD LAP CLADDING (HARDIE, SPICY MUSTARD, CEDARMILL FINISH)
- (1C) FIBRECEMENT BOARD LAP CLADDING (HARDIE, GRAY, CEDARMILL FINISH)
- (1D) FIBRECEMENT BOARD LAP CLADDING (HARDIE, IRON GRAY CEDARMILL FINISH)
- (1E) FIBRECEMENT BOARD LAP CLADDING (HARDIE, BOOTHBAY BLUE CEDARMILL FINISH)
- (2A) FIBRECEMENT PANEL CLADDING (HARDIE, ARCTIC WHITE, SMOOTH FINISH)
- (2B) FIBRECEMENT PANEL CLADDING (HARDIE, SPICY MUSTARD, SMOOTH FINISH)
- (3) THIN BRICK CLADDING (BRAMPTON BRICK, GRAPHITE, STACK BOND, METRIC PREMIER PLUS - 90 x 79 x 25mm)
- (4) BALCONY FASCIA BOARD - FIBRECEMENT PANEL CLADDING, COLOUR TO MATCH ADJACENT CLADDING
- (5) METAL GUARDRAIL - METAL PICKETS, COLOUR: BLACK
- (6) PVC WINDOW - DOUBLE GLAZED, WHITE FRAME
- (7) THERMALLY BROKEN, DOUBLE GLAZED, LOW-E CLEAR ANODIZED GLAZING STOREFRONT GLAZING SYSTEM
- (8) OVERHEAD DOOR - COLOUR: CHARCOAL
- (9) METAL DOOR - COLOUR: CHARCOAL
- (10) ALUMINUM GLAZED ENTRY DOOR - CLEAR VISION GLASS
- (11) HIGH IMPACT EIFS - COLOUR: CONCRETE GREY
- (12) PREFINISHED METAL LOUVER RTU SCREEN
- (13) PREFINISHED ALUMINUM POSTS C/W HORIZONTAL COMPOSITE BOARDS, STAINED, TIMBERTECH VINTAGE COLLECTION, COLOUR: WEATHERED TEAK
- (14) PREFINISHED METAL CAP FLASHING, 'BLACK'
- (15) MECHANICAL VENT WALL LOUVER, 'BLACK'
- (16) EMERGENCY OVERFLOW ROOF SCUPPER, 'BLACK'
- (17) WOOD POST - PROTECTIVE STAIN FINISH



**2 SOUTH ELEVATION**  
 SCALE: 1/8" = 1'-0"



**1 SOUTH ELEVATION**  
 SCALE: 1/8" = 1'-0"

**SCHEDULE B**  
 This forms part of application  
 # DP21-0283  
 Planner Initials **KB**  
 City of Kelowna  
 DEVELOPMENT PLANNING

NO.	ISSUE/ REVISION	DATE
1	2023-01-19 RE-ISSUED FOR DEVELOPMENT PERMIT	2021-08-06
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5	ISSUED FOR REVIEW	2021-08-23
6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-08-26

**NOT FOR CONSTRUCTION**

PROJECT  
**TRAIINE - BENVOLIN**

PROJECT ADDRESS  
 2165 BENVOLIN COURT,  
 KELOWNA, BC V1W 2C7

TITLE  
**BUILDING A -  
 ELEVATIONS (S)**

PROJECT NO. 221-124  
 DRAWN Author  
 CHECKED Checker

DRAWING NO. **A3.02**  
 REVISION NO. 8

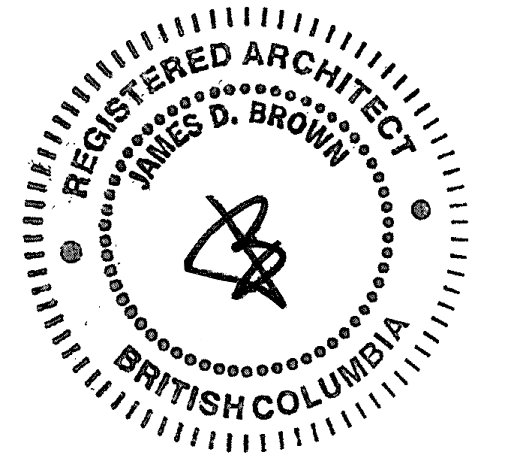




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**KEY PLAN**



**SCHEDULE B**  
 This forms part of application  
 # DP21-0283  
 City of Kelowna  
 DEVELOPMENT PLANNING  
 Planner Initials **KB**

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6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-09-26

**NOT FOR CONSTRUCTION**

**PROJECT**  
**TRAINE - BENVOLIN**

**PROJECT ADDRESS**  
 2165 BENVOLIN COURT,  
 KELOWNA, BC V1W 2C7

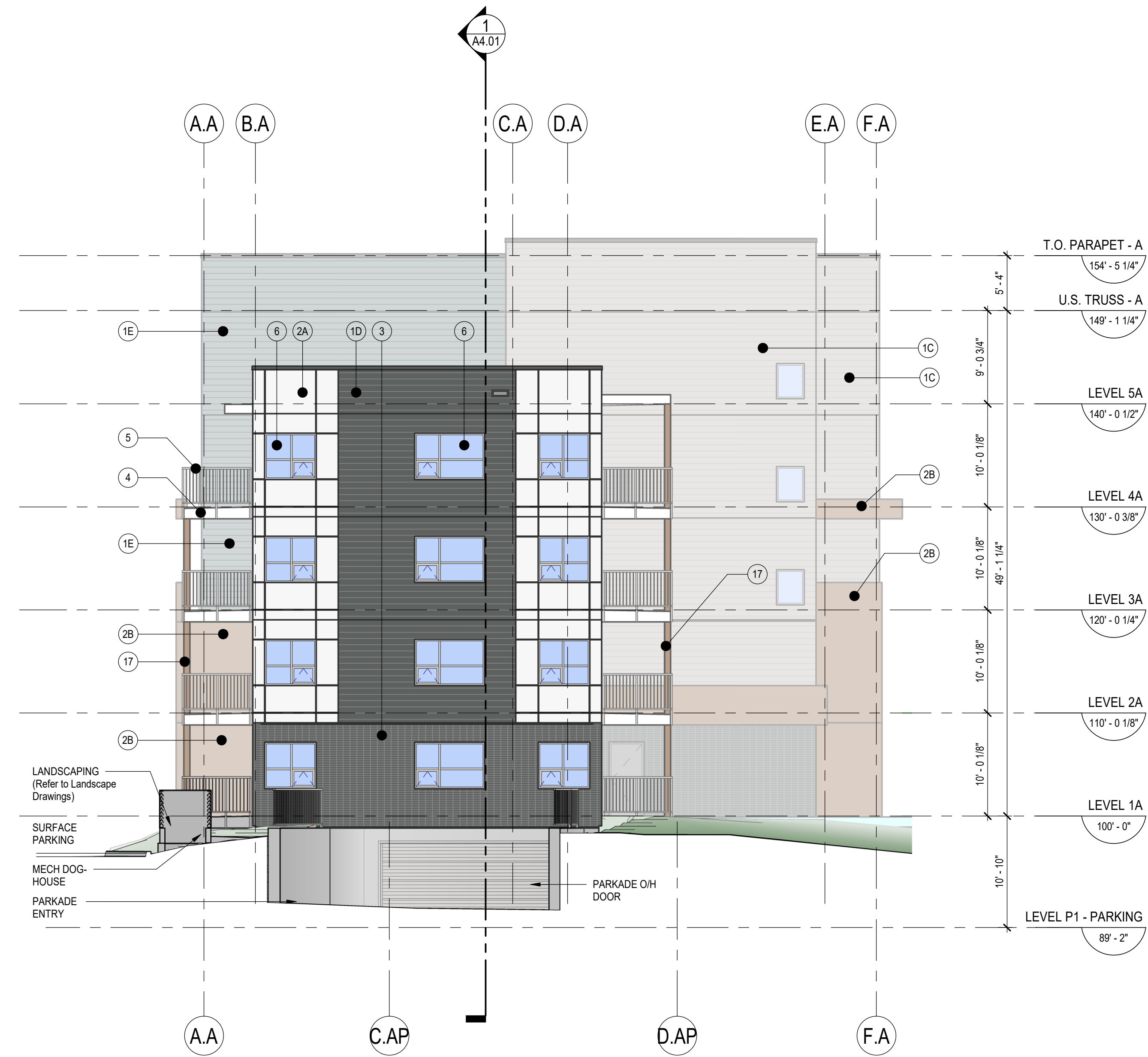
**TITLE**  
**BUILDING A -  
 ELEVATIONS (E&W)**

PROJECT NO.	DRAWN	CHECKED
221-124	Author	Checker

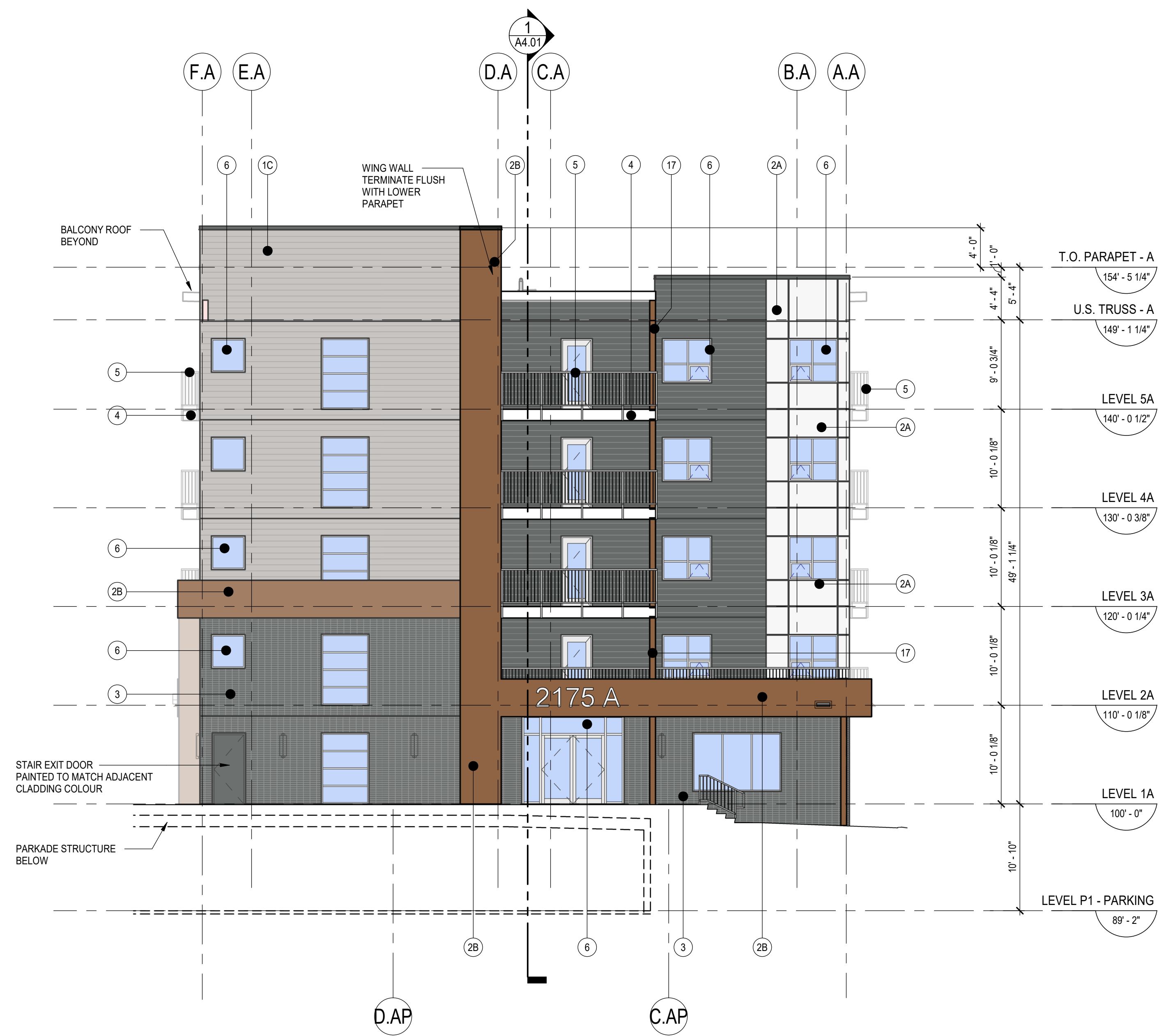
DRAWING NO.	REVISION NO.
<b>A3.03</b>	8

**EXTERIOR BUILDING MATERIALS LEGEND**

- 1A) FIBRECEMENT BOARD LAP CLADDING (HARDIE, ARCTIC WHITE, CEDARMILL FINISH)
- 1B) FIBRECEMENT BOARD LAP CLADDING (HARDIE, SPICY MUSTARD, CEDARMILL FINISH)
- 1C) FIBRECEMENT BOARD LAP CLADDING (HARDIE, GRAY, CEDARMILL FINISH)
- 1D) FIBRECEMENT BOARD LAP CLADDING (HARDIE, IRON GRAY, CEDARMILL FINISH)
- 1E) FIBRECEMENT BOARD LAP CLADDING (HARDIE, BOOTHBAY BLUE, CEDARMILL FINISH)
- 2A) FIBRECEMENT PANEL CLADDING (HARDIE, ARCTIC WHITE, SMOOTH FINISH)
- 2B) FIBRECEMENT PANEL CLADDING (HARDIE, SPICY MUSTARD, SMOOTH FINISH)
- 3) THIN BRICK CLADDING (BRAMPTON BRICK, GRAPHITE, STACK BOND, METRIC PREMIER PLUS - 90 x 79 x 257mm)
- 4) BALCONY FASCIA BOARD - FIBRECEMENT PANEL CLADDING, COLOUR TO MATCH ADJACENT CLADDING
- 5) METAL GUARDRAIL - METAL PICKETS, COLOUR: BLACK
- 6) PVC WINDOW - DOUBLE GLAZED, WHITE FRAME
- 7) THERMALLY BROKEN, DOUBLE GLAZED, LOW-E CLEAR ANODIZED GLAZING STOREFRONT GLAZING SYSTEM
- 8) OVERHEAD DOOR - COLOUR: CHARCOAL
- 9) METAL DOOR - COLOUR: CHARCOAL
- 10) ALUMINUM GLAZED ENTRY DOOR - CLEAR VISION GLASS
- 11) HIGH IMPACT EIFS - COLOUR: CONCRETE GREY
- 12) PREFINISHED METAL LOUVER RTU SCREEN
- 13) PREFINISHED ALUMINUM POSTS C/W HORIZONTAL COMPOSITE BOARDS, STAINED, TIMBERTECH VINTAGE COLLECTION, COLOUR: WEATHERED TEAK
- 14) PREFINISHED METAL CAP FLASHING, 'BLACK'
- 15) MECHANICAL VENT WALL LOUVER, 'BLACK'
- 16) EMERGENCY OVERFLOW ROOF SCUPPER, 'BLACK'
- 17) WOOD POST - PROTECTIVE STAIN FINISH



**2 WEST ELEVATION**  
 A3.03 SCALE: 1/8" = 1'-0"

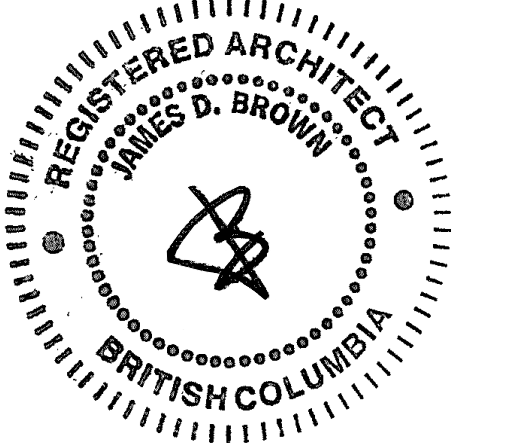


**1 EAST ELEVATION**  
 A3.03 SCALE: 1/8" = 1'-0"



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KEY PLAN



**SCHEDULE B**  
This forms part of application  
# DP21-0283  
City of Kelowna  
DEVELOPMENT PLANNING  
Planner Initials KB

NO.	ISSUE/ REVISION	DATE
1	ISSUED FOR REVIEW	2021-08-06
2	ISSUED FOR REVIEW	2021-08-13
3	ISSUED FOR REVIEW	2021-08-20
4	ISSUED FOR REVIEW	2021-08-24
5	ISSUED FOR REVIEW	2021-08-23
6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-09-26

NOT FOR CONSTRUCTION

PROJECT  
**TRaine - LA VIDA**

PROJECT ADDRESS  
2155 BENVOLUN COURT,  
KELOWNA, BC V1W 2C7

TITLE

**BUILDING B - ELEVATIONS (N)**

PROJECT NO. 221-124  
DRAWN Author  
CHECKED Checker

DRAWING NO. **A3.11**  
REVISION NO. 8

**EXTERIOR BUILDING MATERIALS LEGEND**

- (1A) FIBRECEMENT BOARD LAP CLADDING (HARDIE, ARCTIC WHITE, CEDARMILL FINISH)
- (1B) FIBRECEMENT BOARD LAP CLADDING (HARDIE, GRAY, CEDARMILL FINISH)
- (1C) FIBRECEMENT BOARD LAP CLADDING (HARDIE, IRON GRAY CEDARMILL FINISH)
- (1D) FIBRECEMENT BOARD LAP CLADDING (HARDIE, BOOTHBAY BLUE CEDARMILL FINISH)
- (2A) FIBRECEMENT PANEL CLADDING (HARDIE, ARCTIC WHITE, SMOOTH FINISH)
- (2B) METAL WOOD APPARENT PANEL CLADDING (PRODUCT, COLOUR, FINISH)
- (3) THIN BRICK CLADDING (BRAMPTON BRICK, GRAPHITE, STACK BOND, THIN BRICK 13 x 79 x 257mm)
- (4) BALCONY FASCIA BOARD - FIBRECEMENT PANEL CLADDING, (HARDIE, ARCTIC WHITE)
- (5) METAL GUARDRAIL - METAL PICKETS, BLACK
- (6) PVC WINDOW - DOUBLE GLAZED, WHITE FRAME
- (7) THERMALLY BROKEN, DOUBLE GLAZED, LOW-E CLEAR ANODIZED GLAZING STOREFRONT GLAZING SYSTEM
- (8) OVERHEAD DOOR - COLOUR: CHARCOAL
- (9) METAL DOOR - COLOUR: CHARCOAL
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- (13) PREFINISHED ALUMINUM POSTS C/W HORIZONTAL COMPOSITE BOARDS, STAINED, TIMBERTECH VINTAGE COLLECTION, 'WEATHERED TEAK'
- (14) PREFINISHED METAL CAP FLASHING, 'BLACK'
- (15) MECHANICAL VENT WALL LOUVER, 'WHITE' ADJACENT TO WHITE CLADDING, 'BLACK' IN ALL OTHER CASE
- (16A) EMERGENCY OVERFLOW ROOF SCUPPER, 'BLACK'
- (16B) BALCONY SCUPPER, COLOUR TO MATCH ADJACENT CLADDING
- (17) WOOD POST - BUILT-UP 2x6 POST CLAD IN FIBRECEMENT PANEL, COLOUR TO MATCH WOOD TONE CLADDING
- (18) THROUGH WALL FLASHING, COLOUR TO MATCH ADJACENT CLADDING



**2 NORTH ELEVATION**  
A3.11 SCALE: 1/8" = 1'-0"



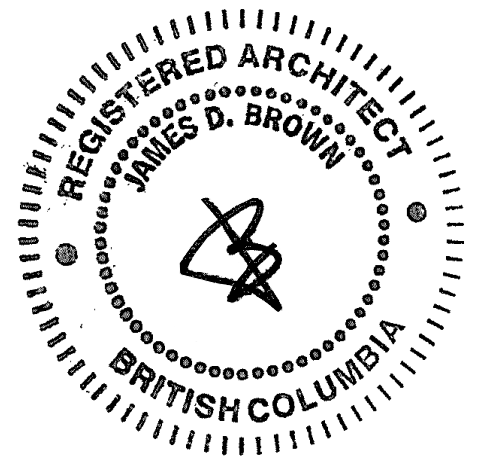
**1 NORTH ELEVATION**  
A3.11 SCALE: 1/8" = 1'-0"



NOTE

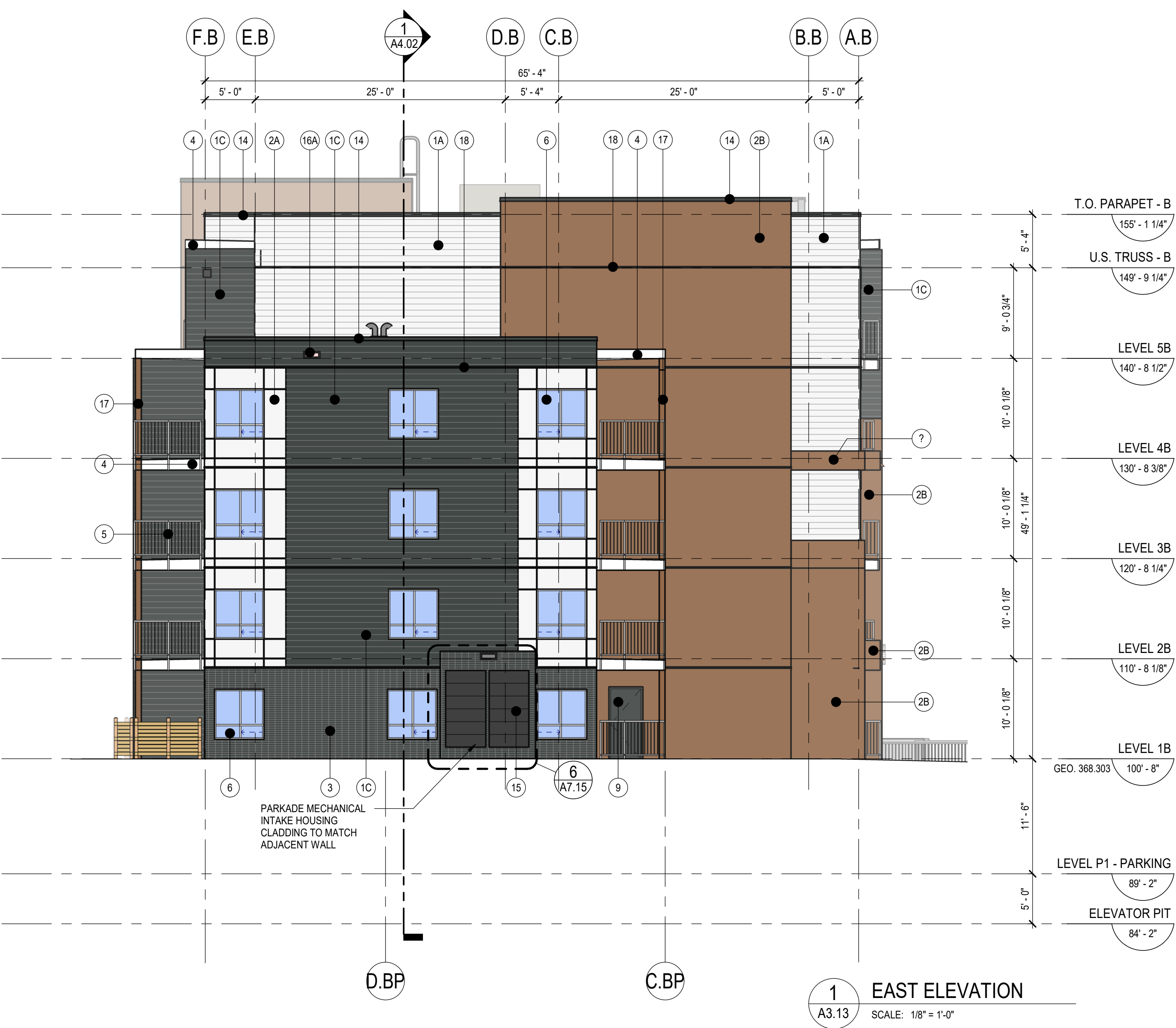
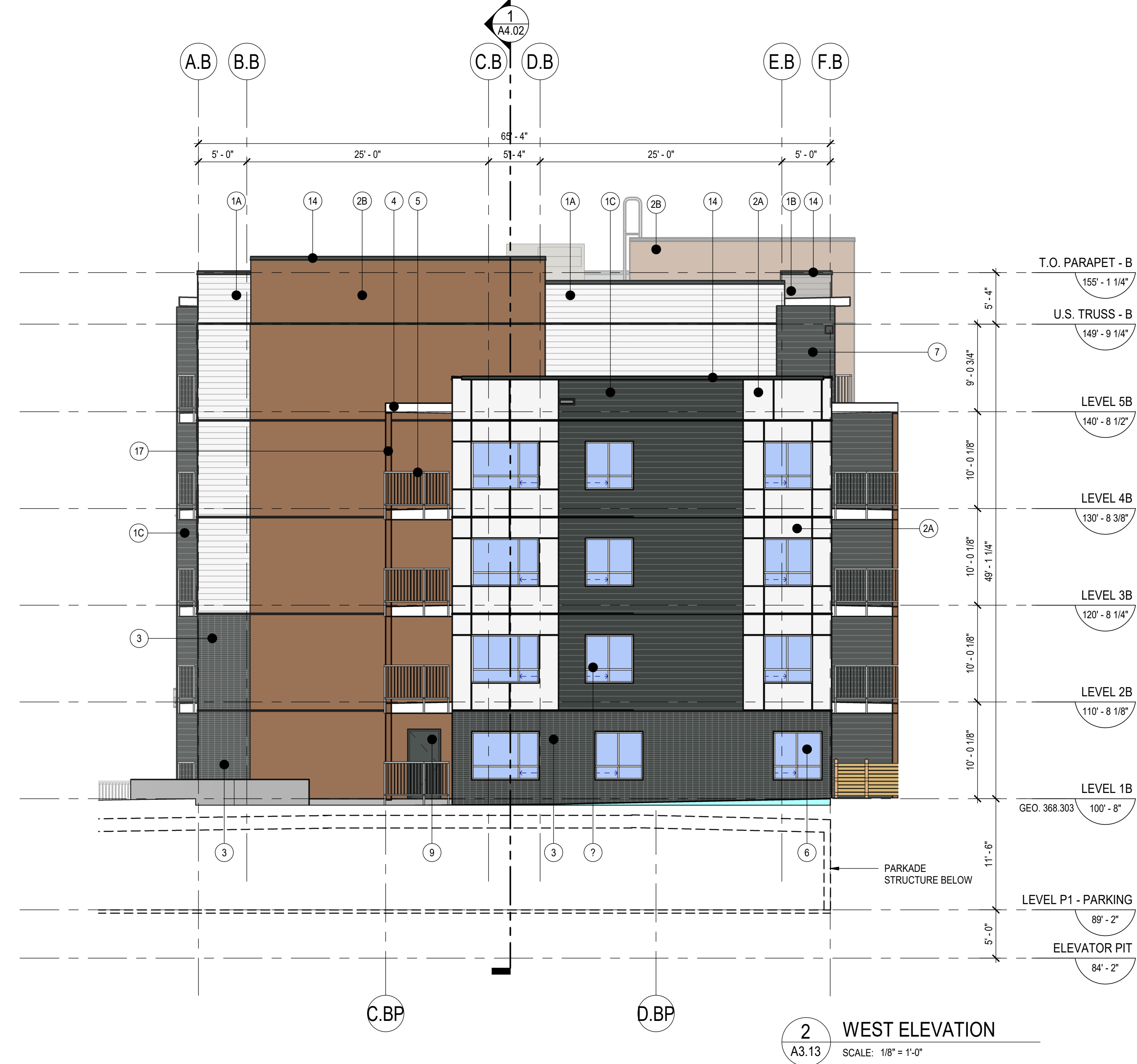
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KEY PLAN



**EXTERIOR BUILDING MATERIALS LEGEND**

- (1A) FIBRECEMENT BOARD LAP CLADDING (HARDIE, ARCTIC WHITE, CEDARMILL FINISH)
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**SCHEDULE B**  
This forms part of application # DP21-0283  
Planner Initials **KB**  
City of Kelowna DEVELOPMENT PLANNING

NO.	ISSUE/ REVISION	DATE
1	2023-01-19 RE-ISSUED FOR DEVELOPMENT PERMIT	2021-08-06
2	ISSUED FOR REVIEW	2021-08-13
3	ISSUED FOR REVIEW	2021-08-20
4	ISSUED FOR REVIEW	2021-08-24
5	ISSUED FOR REVIEW	2021-08-23
6	ISSUED FOR REVIEW	2021-11-26
7	ISSUED FOR REVIEW	2021-12-01
8	ISSUED FOR DEVELOPMENT PERMIT	2022-09-26

NOT FOR CONSTRUCTION

PROJECT  
**TRaine - LA VIDA**

PROJECT ADDRESS  
2165 BENOULIN COURT,  
KELOWNA, BC V1W 2C7

TITLE  
**BUILDING B - ELEVATIONS (E&W)**

PROJECT NO. 221-124 DRAWN Author CHECKED Checker

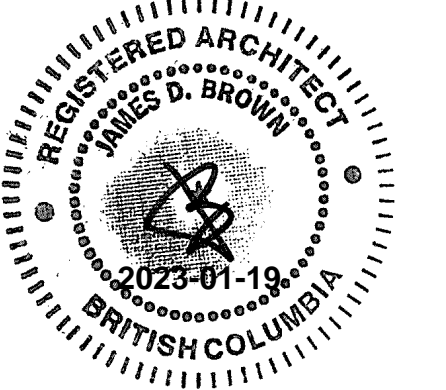
DRAWING NO. **A3.13** REVISION NO. 8



NOTE

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KEY PLAN



**SCHEDULE B**

This forms part of application # DP21-0283

Planner Initials **KB**

2023-01-19 RE-ISSUED FOR DEVELOPMENT PERMIT	
NO.	ISSUE/ REVISION

NOT FOR CONSTRUCTION

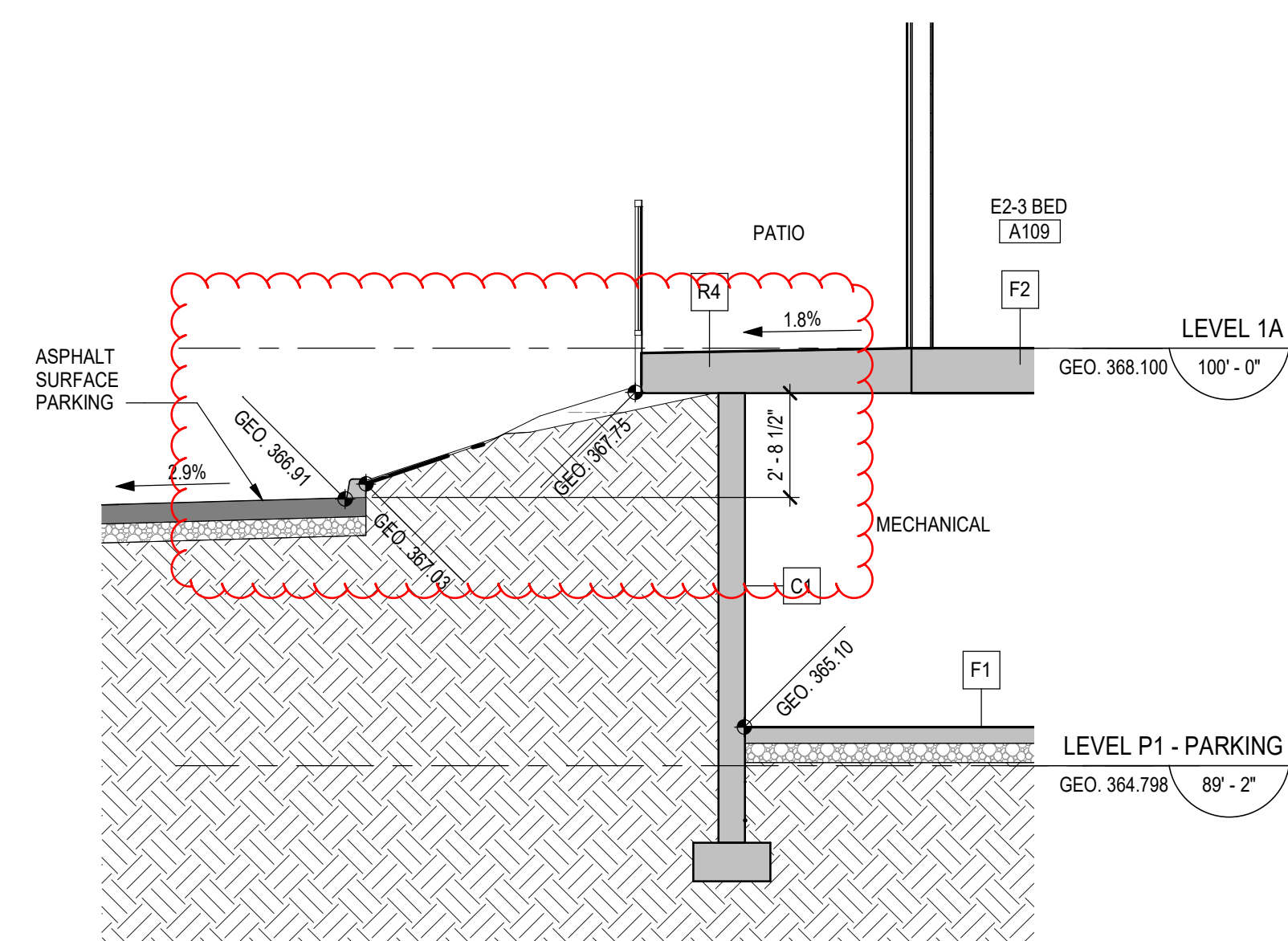
PROJECT  
**TRaine - LA VIDA**

PROJECT ADDRESS  
2165 BENVOLUN COURT,  
KELOWNA, BC V1W 2C7

TITLE  
**SITE DETAILS**

PROJECT NO.	DRAWN	CHECKED
221-124	Author	Checker

DRAWING NO.	REVISION NO.
<b>A1.06</b>	<b>8</b>



**9** BUILDING A PATIO AT GRADE  
A1.06 SCALE: 1/4" = 1'-0"





BUILDING 1 & 2  
VIEW FROM SOUTHWEST  
SCALE: NTS



BUILDING 2  
VIEW FROM SOUTHEAST  
SCALE: NTS

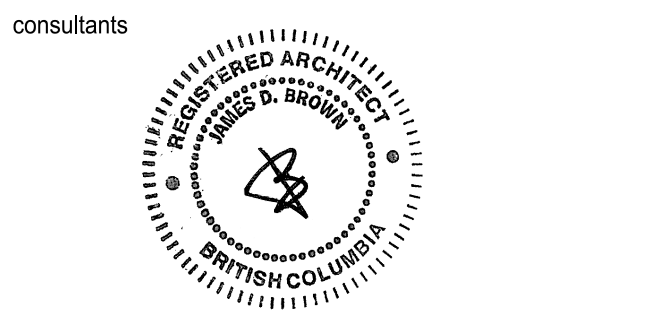


BUILDING 2  
VIEW FROM SOUTHEAST  
SCALE: NTS



BUILDING 2  
VIEW FROM SOUTHWEST  
SCALE: NTS

NOT FOR CONSTRUCTION




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**SCHEDULE** B

This forms part of application  
# DP21-0283

Planner Initials **KB**



Issue No.	Date	Description
1	2021-08-06	ISSUED FOR REVIEW
2	2021-08-13	ISSUED FOR REVIEW
3	2021-08-20	ISSUED FOR REVIEW
4	2021-08-24	ISSUED FOR REVIEW
5	2021-09-23	ISSUED FOR REVIEW
6	2021-11-26	ISSUED FOR REVIEW
7	2021-12-01	ISSUED FOR REVIEW
8	2022-09-26	ISSUED FOR DEVELOPMENT PERMIT
	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT

client



**TRAINE**  
CONSTRUCTION & DEVELOPMENT

project title  
**BENVOULIN COURT  
MULTI FAMILY**

2165 BENVOLIN COURT  
KELOWNA, BC

drawing title  
**PERSPECTIVE VIEWS**

scale: NTS

drawn by:

checked by:

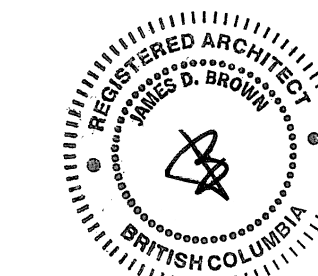
project no: 221-124

date issued: 2022-09-26

re-issue no:  sheet no: **SK0.02**



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BUILDING 1 & 2  
 VIEW FROM SOUTHWEST  
 SCALE: NTS



BUILDING 1 & 2  
 VIEW FROM NORTHWEST  
 SCALE: NTS

**SCHEDULE B**

This forms part of application # DP21-0283

Planner Initials **KB**

Issue No.	Date	Description
1	2021-08-06	ISSUED FOR REVIEW
2	2021-08-13	ISSUED FOR REVIEW
3	2021-08-20	ISSUED FOR REVIEW
4	2021-08-24	ISSUED FOR REVIEW
5	2021-09-23	ISSUED FOR REVIEW
6	2021-11-26	ISSUED FOR REVIEW
7	2021-12-01	ISSUED FOR REVIEW
8	2022-09-26	ISSUED FOR DEVELOPMENT PERMIT
	2023-01-19	RE-ISSUED FOR DEVELOPMENT PERMIT



BUILDING 1 & 2  
 VIEW FROM SOUTH  
 SCALE: NTS



BUILDING 1 & 2  
 VIEW FROM NORTHWEST  
 SCALE: NTS



**BENVOULIN COURT  
 MULTI FAMILY**

**2165 BENVOULIN COURT  
 KELOWNA, BC**

**PERSPECTIVE VIEWS**

scale: NTS

drawn by:

checked by:

project no: 221-124

date issued: 2022-09-26

re-issue no:

sheet no:

8

**SK0.03**



0 20 30 40 50 M



EXISTING TREE TO REMAIN, PROTECT IN PLACE (TYP.)  
 DECORATIVE SCREENING PLANTINGS (TYP.)  
 DECIDUOUS TREE PLANTING (GLEDITSIA TRIACANTHOS 'IMPCOLE') (TYP.)  
 DECORATIVE SHRUB, PERENNIAL & ORNAMENTAL GRASS PLANTINGS (TYP.)

MIX OF DECIDUOUS AND CONIFEROUS SHRUB PLANTINGS FOR SCREENING ALONG PARKING AREA/RAMP  
 CONIFEROUS TREE PLANTING (PINUS CONTORTA LATIFOLIA) (TYP.)

MOLOK WASTE & RECYCLING BINS  
 CONCRETE PAVING (TYP.)  
 PLAYGROUND (TYP.)  
 TRELLIS (TYP.)  
 RAISED PLANTER (TYP.)  
 SMALL DECIDUOUS TREE PLANTING (CORNUS KOUSA 'SUMMER GOLD') (TYP.)

COMMUNITY GARDEN AREA  
 FENCED DOG RUN (TYP.)  
 BENCH (TYP.)  
 MECHANICAL DOGHOUSE (TYP.)

DEVELOPMENT SIGNAGE  
 DECORATIVE SCREEN (TYP.)  
 RAMP (TYP.)  
 CONCRETE STAIRS (TYP.)

DECORATIVE SPLIT RAIL FENCE (TYP.)  
 SMALL FEATURE SHRUB PLANTING (HIBISCUS 'LIL' KIM VIOLET) (TYP.)  
 MEDIUM SHRUB PLANTING (FORSYTHIA 'NORTHERN GOLD') (TYP.)

SMALL DECIDUOUS TREE PLANTING (SYRINGA RETICULATA 'IVORY SILK') (TYP.)  
 DECIDUOUS TREE PLANTING (PLATANUS X ACERIFOLIA 'BLOODGOOD') (TYP.)  
 DECIDUOUS TREE PLANTING (CARPINUS BETULUS 'FASTIGIATA') (TYP.)  
 CONIFEROUS TREE PLANTING (PINUS CONTORTA LATIFOLIA) (TYP.)  
 CONIFEROUS TREE PLANTING (ACER RUBRUM 'RED SUNSET') (TYP.)

DECORATIVE SHRUB PLANTINGS (TYP.)  
 DECORATIVE SCREEN (TYP.)

### TREE & LANDSCAPING PLANTING REQUIREMENTS

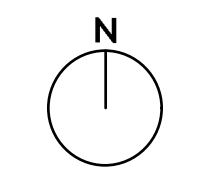
LANDSCAPING STANDARDS	ZONE	PROPOSED
1. MIN. TREE AMOUNT	39	39
2. MIN. DECIDUOUS TREE CALIPER	- LARGE:	6cm
	- MEDIUM:	4cm
	- SMALL:	3cm
3. MIN. CONIFEROUS TREE HEIGHT	250cm	250cm
4. MIN. RATIO BETWEEN TREE SIZE	- LARGE:	MIN. 50%
	- MEDIUM:	NO MIN. OR MAX.
	- SMALL:	MAX. 25%
5. MIN. GROWING MEDIUM AREA		76.6%
6. MIN. GROWING MEDIUM VOLUME PER TREE LANDSCAPE GRADED AREA	- LARGE:	SINGLE: 30m <sup>3</sup> ; MULTIPLE: 25m <sup>3</sup>
	- MEDIUM:	SINGLE: 20m <sup>3</sup> ; MULTIPLE: 18m <sup>3</sup>
	- SMALL:	SINGLE: 15m <sup>3</sup> ; MULTIPLE: 12m <sup>3</sup>
7. LANDSCAPE GRADED AREA	- LAWN	MAX. 33%
	- PLANTING AREAS	MAX. 50%
	- CROSS SLOPES	MAX. 2%
	FENCE HEIGHT	1.2m
8. RIPARIAN MANAGEMENT AREA	NO	NO
9. RETENTION OF EXISTING TREES ON SITE	YES	YES, OFF-SITE TREES TO BE RETAINED
10. SURFACE PARKING LOT	YES	YES
11. REFUSE & RECYCLE BINS SCREENED	YES	YES
OTHER: *1.5m FENCE IN FRONT OF YARD ALONG MAYER ROAD IS TALLER FOR SCREENING OF REFUSE & RECYCLE BINS		

200-2045 Enterprise Way  
 Kelowna, BC V1Y 9T5  
 T (250) 469-9757  
 www.ecora.ca

## SCHEDULE C

This forms part of application  
 # DP21-0283

Planner Initials **KB**



PROJECT TITLE  
**2175 BENVOLIN COURT**

Kelowna, BC

DRAWING TITLE  
**CONCEPTUAL LANDSCAPE PLAN**

ISSUED FOR / REVISION

NO.	DATE	REVISION
2	22.03.09	Review
3	22.04.13	Review
4	22.04.27	Review
5	22.09.23	Review
6	23.01.18	Review

PROJECT NO. 21-181  
 DESIGN BY KM  
 DRAWN BY SP/MC  
 CHECKED BY FB  
 DATE JAN. 18, 2023  
 SCALE 1:400  
 PAGE SIZE 24x36"

SEAL



DRAWING NUMBER  
**L1/2**

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DEVELOPMENT SIGNAGE PRECEDENT IMAGE

- ### NOTES
1. 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 LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
  3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm WOOD MULCH. 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 IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 100mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
  6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.

### PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
<b>TREES</b>			
ACER RUBRUM 'RED SUNSET'	RED SUNSET RED MAPLE	11	5cm CAL
CARPINUS BETULUS 'FASTIGIATA'	COMMON HORN-BEAM	14	5cm CAL
CORNUS KOUSA 'SUMMER GOLD'	SUMMER GOLD DOGWOOD	3	4cm CAL
GLEDITSIA TRIACANTHOS 'IMPCOLE'	IMPERIAL HONEY LOCUST	6	5cm CAL
PINUS CONTORTA LATIFOLIA	LOGSPOLE PINE	20	2.5m MIN. HT.
PLATANUS X ACERIFOLIA 'BLOODGOOD'	LONDON PLANETREE	10	6cm CAL
SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC	3	4cm CAL
<b>SHRUBS</b>			
BERBERIS THUNBERGI 'MONRY'	SUNSATON JAPANESE BARBERRY	115	#02 CONT. /1.2M O.C. SPACING
CORNUS ALBA 'SIBIRICA VARIEGATA'	SIBERIAN VARIEGATED DOGWOOD	27	#02 CONT. /2.5M O.C. SPACING
EUONYMUS ALATUS 'COMPACTA'	DWARF BURNING BUSH	27	#02 CONT. /2.5M O.C. SPACING
FORSYTHIA 'NORTHERN GOLD'	NORTHERN GOLD FORSYTHIA	4	#02 CONT. /2.1M O.C. SPACING
HIBISCUS SYRIACUS 'LIL KIM VIOLET'	HIBISCUS LIL KIM VIOLET	12	#02 CONT. /1.2M O.C. SPACING
HYDRANGEA MACROPHYLLA 'BALMER'	ENDLESS SUMMER HYDRANGEA	42	#02 CONT. /2.0M O.C. SPACING
MAHONIA AQUIFOLIUM	REGOIN GRAPE HOLLY	52	#02 CONT. /1.8M O.C. SPACING
PANICUM VIRGATUM 'ROSTRAHLBUSCH'	RED SWITCH GRASS	115	#02 CONT. /1.2M O.C. SPACING
PINUS MUGO 'SLOW GROWING'	SLOW GROWING MUGO PINE	166	#02 CONT. /0.75M O.C. SPACING
ROSA MEDIALAND 'MEIDOMONAC'	BONICA ROSE	166	#02 CONT. /1.0M O.C. SPACING
SPIREA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	73	#02 CONT. /1.5M O.C. SPACING
SYMPHORICARPOS ALBUS	SNOWBERRY	42	#02 CONT. /2.0M O.C. SPACING
SYRINGA MEYERI 'PALBIN'	DWARF KOREAN LILAC	42	#02 CONT. /2.0M O.C. SPACING
<b>PERENNIALS, GRASSES &amp; GROUNDCOVERS</b>			
ACHILLEA FILIPENDULINA 'MOONSHINE'	MOONSHINE YARROW	136	#01 CONT. /0.9M O.C. SPACING
ASTILBE JAPONICA 'PEACH BLOSSOM'	PEACH BLOSSOM ASTILBE	136	#01 CONT. /0.9M O.C. SPACING
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	77	#01 CONT. /1.2M O.C. SPACING
HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	136	#01 CONT. /0.9M O.C. SPACING
HOSTA 'GUACAMOLE'	GUACAMOLE HOSTA	49	#01 CONT. /1.5M O.C. SPACING
MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	49	#01 CONT. /1.5M O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	111	#01 CONT. /1.0M O.C. SPACING
PANICUM VIRGATUM 'ROSTRAHLBUSCH'	RED SWITCH GRASS	77	#01 CONT. /1.2M O.C. SPACING
PEROVSKIA ATRIPICIFOLIA	RUSSIAN SAGE	77	#01 CONT. /1.2M O.C. SPACING
PICEA ABIES 'LITTLE GEM'	LITTLE GEM NORWAY SPRUCE	136	#01 CONT. /0.9M O.C. SPACING
RUDBECKIA FULGIDA 'GOLDSTURM'	GOLDSTURM CONEFLOWER	136	#01 CONT. /0.9M O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	136	#01 CONT. /0.9M O.C. SPACING

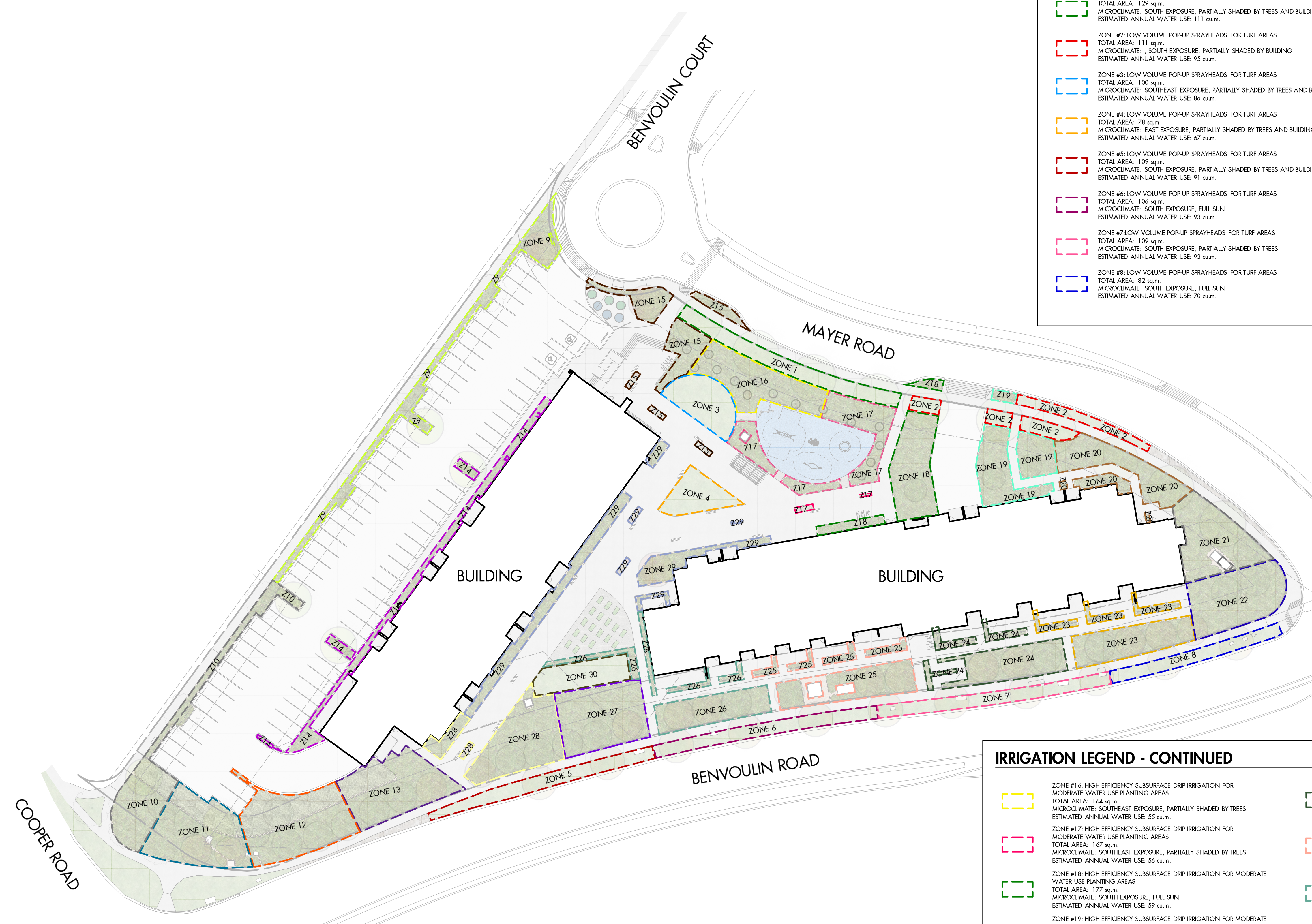


0 20 30 40 50 M



**IRRIGATION LEGEND**

<p>ZONE #1: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 129 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDINGS ESTIMATED ANNUAL WATER USE: 111 cu.m.</p>	<p>ZONE #9: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 159 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 53 cu.m.</p>
<p>ZONE #2: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 111 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 95 cu.m.</p>	<p>ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 188 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 63 cu.m.</p>
<p>ZONE #3: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 100 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 86 cu.m.</p>	<p>ZONE #11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 207 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 69 cu.m.</p>
<p>ZONE #4: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 78 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDINGS ESTIMATED ANNUAL WATER USE: 67 cu.m.</p>	<p>ZONE #12: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 231 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 77 cu.m.</p>
<p>ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 109 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDINGS ESTIMATED ANNUAL WATER USE: 91 cu.m.</p>	<p>ZONE #13: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 197 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 66 cu.m.</p>
<p>ZONE #6: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 106 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 93 cu.m.</p>	<p>ZONE #14: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 149 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 50 cu.m.</p>
<p>ZONE #7: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 109 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 93 cu.m.</p>	<p>ZONE #15: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 146 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 49 cu.m.</p>
<p>ZONE #8: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 82 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 70 cu.m.</p>	



**IRRIGATION LEGEND - CONTINUED**

<p>ZONE #16: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 165 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 55 cu.m.</p>	<p>ZONE #24: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 165 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 55 cu.m.</p>
<p>ZONE #17: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 167 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 56 cu.m.</p>	<p>ZONE #25: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 178 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 59 cu.m.</p>
<p>ZONE #18: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 177 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 59 cu.m.</p>	<p>ZONE #26: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 176 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 59 cu.m.</p>
<p>ZONE #19: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 164 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 55 cu.m.</p>	<p>ZONE #27: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 187 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 62 cu.m.</p>
<p>ZONE #20: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 158 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 53 cu.m.</p>	<p>ZONE #28: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 209 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 70 cu.m.</p>
<p>ZONE #21: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 168 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 56 cu.m.</p>	<p>ZONE #29: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 202 sq.m. MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 67 cu.m.</p>
<p>ZONE #22: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 181 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 60 cu.m.</p>	<p>ZONE #30: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 88 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 75 cu.m.</p>
<p>ZONE #23: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 171 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING ESTIMATED ANNUAL WATER USE: 57 cu.m.</p>	

**IRRIGATION NOTES**

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

**WATER CONSERVATION CALCULATIONS**

LANDSCAPE MAXIMUM WATER BUDGET (WMB) = 2,888 cu.m. / year  
 ESTIMATED LANDSCAPE WATER USE (WU) = 2,185 cu.m. / year  
 WATER BALANCE = 703 cu.m. / year  
 \*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

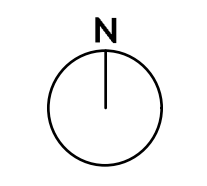


200-2045 Enterprise Way  
 Kelowna, BC V1Y 9T5  
 T (250) 469-9757  
 www.ecora.ca

**SCHEDULE C**

This forms part of application  
 # DP21-0283

Planner Initials **KB** City of Kelowna DEVELOPMENT PLANNING



PROJECT TITLE  
**2175 BENVOLIN COURT**

LOCATION  
 Kelowna, BC

**DRAWING TITLE**  
 WATER CONSERVATION/ IRRIGATION PLAN

ISSUED FOR / REVISION	DATE	REVISION
2	22.03.09	Review
3	22.04.13	Review
4	22.04.27	Review
5	22.09.23	Review
6	23.01.18	Review

PROJECT NO	21-181
DESIGN BY	KM
DRAWN BY	SP/MC
CHECKED BY	FB
DATE	JAN. 18, 2023
SCALE	1:400
PAGE SIZE	24x36"
SEAL	



DRAWING NUMBER

**L2/2**

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# 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

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



**FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES**

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

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

<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
<b>4.1.2 Scale and Massing</b>						
Proposed residential building façade has a length of 60 m (40 m length is preferred).		✓				
Buildings over 40 m in length are incorporating significant horizontal and vertical breaks in façade.			✓			
Commercial building facades are incorporating significant break at approximately 35 m intervals.	✓					
Proposed residential building has a maximum width of 24 m.						✓
<b>Seven to Twelve Storey Buildings</b>						
Proposed building is provided with a 2-3 storey podium at the base of the building.	✓					
Built form's upper storeys have a minimum 2 m stepback and more generous upper storey terraces facing south, and west are provided.	✓					
Minimum 30 m building separation between primary building facades is provided.	✓					
Courtyards and mid-block connections within building sideyards are 6 m wide (minimum).	✓					
<b>4.1.3 Site Planning</b>						
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.	✓					
Buildings are sited to be parallel to the street and have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior courtyards.					✓	
Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.			✓			
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.			✓			
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.			✓			
<b>4.1.4 Site Servicing, Access, and Parking</b>						
Vehicular access is provided from the lane.	✓					
Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: <ul style="list-style-type: none"> <li>• Access is from a secondary street, where possible, or from the long face of the block;</li> <li>• Impacts on pedestrians and the streetscape is minimized; and,</li> <li>• There is no more than one curb cut per property.</li> </ul>		✓				
Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms.	✓					



<b>RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE</b> <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows: <ul style="list-style-type: none"> <li>On portions of the building that front a retail or main street, line the above ground parking with active retail frontage;</li> <li>On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units;</li> <li>When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements;</li> <li>On corner sites, screen the parking structure from public view on both fronting streets using the appropriate strategy listed above.</li> </ul>			✓			
Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <ul style="list-style-type: none"> <li>Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and</li> <li>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.</li> </ul>					✓	
<b>4.1.5 Publicly Accessible and Private Open Spaces</b>						
Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.	✓					
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.				✓		
Outdoor Amenity Areas: design plazas and parks to: <ul style="list-style-type: none"> <li>Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities;</li> <li>Be animated with active uses at the ground level; and,</li> <li>Be located in sunny, south facing areas.</li> </ul>				✓		
Internal courtyard design provides: <ul style="list-style-type: none"> <li>amenities such as play areas, barbecues, and outdoor seating where appropriate.</li> <li>a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users.</li> </ul>						✓
Mid-block connections design includes active frontages, seating, and landscaping.						✓

<b>Rooftop Amenity Spaces</b>						
Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: <ul style="list-style-type: none"> <li>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</li> <li>Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units.</li> </ul>	✓					
Reduce the heat island effect by including plants or designing a green roof, with the following considerations: <ul style="list-style-type: none"> <li>Secure trees and tall shrubs to the roof deck; and</li> <li>Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated.</li> </ul>		✓				
<b>4.1.6 Building Articulation, Features &amp; Materials</b>						
Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: <ul style="list-style-type: none"> <li>Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade;</li> <li>Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade;</li> <li>Providing a porch, patio, deck, or covered entry for each interval;</li> <li>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;</li> <li>Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval;</li> <li>Changing the materials with the change in building plane; and</li> <li>Provide a lighting fixture, trellis, tree, or other landscape feature within each interval.</li> </ul>					✓	
Break up the building mass by incorporating elements that define a building’s base, middle and top.					✓	
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.						✓
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.						✓
Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline ( <i>See Figure 41</i> ), articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies.					✓	



<b>Weather Protection</b>							
Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas ( <i>See Figure 42</i> ), with particular attention to the following locations: <ul style="list-style-type: none"> <li>• Primary building entrances,</li> <li>• Adjacent to bus zones and street corners where people wait for traffic lights;</li> <li>• Over store fronts and display windows; and</li> <li>• Any other areas where significant waiting or browsing by people occurs.</li> </ul>							✓
Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.							✓
Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.							✓
Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length							✓
<b>Signage</b>							
Provides attractive signage on commercial buildings that identifies uses and shops clearly but which is scaled to the pedestrian rather than the motorist. Some exceptions can be made for buildings located on highways and/or major arterials in alignment with the City's Sign Bylaw.	✓						
Avoid the following types of signage: <ul style="list-style-type: none"> <li>• Internally lit plastic box signs;</li> <li>• Pylon (stand alone) signs; and</li> <li>• Rooftop signs.</li> </ul>	✓						
Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	✓						

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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** September 22, 2022  
**File No.:** DP21-0283  
**To:** Urban Planning Management (KB)  
**From:** Development Engineering Manager (NC)  
**Subject:** 2175 Benvoulin Ct.

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The Development Engineering Department has the following comments and requirements associated with this Development Permit for the form and character of a multiple dwelling housing. The Development Engineering Technologist for this project is Aaron Sangster.

### 1. General

- a) Where there is a possibility of a high-water table or surcharging of storm drains during major storm events, non-basement buildings may be required. This must be determined by the engineer and detailed on the Lot Grading Plan required in the drainage section.
- b) 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.
- c) The proposed development may require the installation of centralized mail delivery equipment. Please contact Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0 (250-763-3558 ext. 2008) to obtain further information and to determine suitable location(s) within the development.
- d) These Development Engineering comments and requirements and are subject to review and or revision for approval by the Ministry of Transportation (MOTI) Infrastructure.

### 2. Domestic Water and Fire Protection

- a) 2175 Benvoulin Ct. is currently serviced with a 200mm water services. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service per property is permitted for this development. 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.
- b) 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

## 2. **Sanitary Sewer**

Our records indicate that this property is currently serviced with two a 150mm and 200mm sanitary sewer services. The applicant's consulting mechanical engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted for this development. If required, the applicant will arrange for the removal and disconnection of the existing service and the installation of one new larger service at the applicants cost.

## 3. **Storm Drainage**

- a) The property is located within the City of Kelowna drainage service area. For on-site disposal of drainage water, a geotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems.
- 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.

## 4. **Road Improvements**

- a) Benvoulin Rd. must be upgraded to current standards along the full frontage of this proposed development, including curb and gutter, landscaped boulevard c/w irrigation, separated sidewalk, drainage system including catch basins, manholes and pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- b) Benvoulin Ct. must be upgraded to current standards along the full frontage of this proposed development, including curb and gutter, landscaped boulevard c/w irrigation, separated sidewalk, drainage system including catch basins, manholes and pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.

#### **4. Road Dedication and Subdivision Requirements**

- 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.

#### **5. Development Permit and Site Related Issues**

- a) Mayer Rd connection from Benvoulin Ct to Benvoulin Rd must be designed and built to a modified SS-R4 urban collector along the south property line of this development including curb and gutter, sidewalk, street lights, landscaped & irrigated boulevard, drainage system including catch basins, and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. Road-cross section to be used is from WATT Consulting Group design.
- b) A TIA will be required for this development. Additional requirement may come out of this process.
- c) Hwy 97N and Leckie Rd. cost recovery:
  - a. Residential - 187 units x 0.7 = 130.9 EDU
  - b. Total = 130.9 EDU @ \$1,000.00 = **\$130,900.00**
- d) 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.

#### **6. Electric Power and Telecommunication Services**

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

#### **7. Design and Construction**

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.



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

## 8. Servicing Agreement for Works and Services

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

## 9. Survey, Monument and Iron Pins

If any legal survey monuments or property iron pins are removed or disturbed during construction, the developer will be invoiced a flat sum of \$1,200.00 per incident to cover the cost of replacement and legal registration. Security bonding will not be released until restitution is made.

## 10. Geotechnical Report

- a) Provide a comprehensive geotechnical report (3 copies), prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: **NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.**

The Geotechnical reports must be submitted to the 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) Site suitability for development.
  - (vi) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.
- ii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).

- iii) Recommendations for items that should be included in a Restrictive Covenant.
- iv) Any special requirements for construction of roads, utilities, and building structures.
- v) Any items required in other sections of this document.
- vi) Recommendations for erosion and sedimentation controls for water and wind.
- vii) Recommendations for roof drains and perimeter drains.
- viii) Any items required in other sections of this document.

11. **Charges and Fees**

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

---

Ryan O'Sullivan  
Development Engineering Manager

AS





Application No.  
DP21-0283  
Property Address:  
2165 Benvoulin Ct

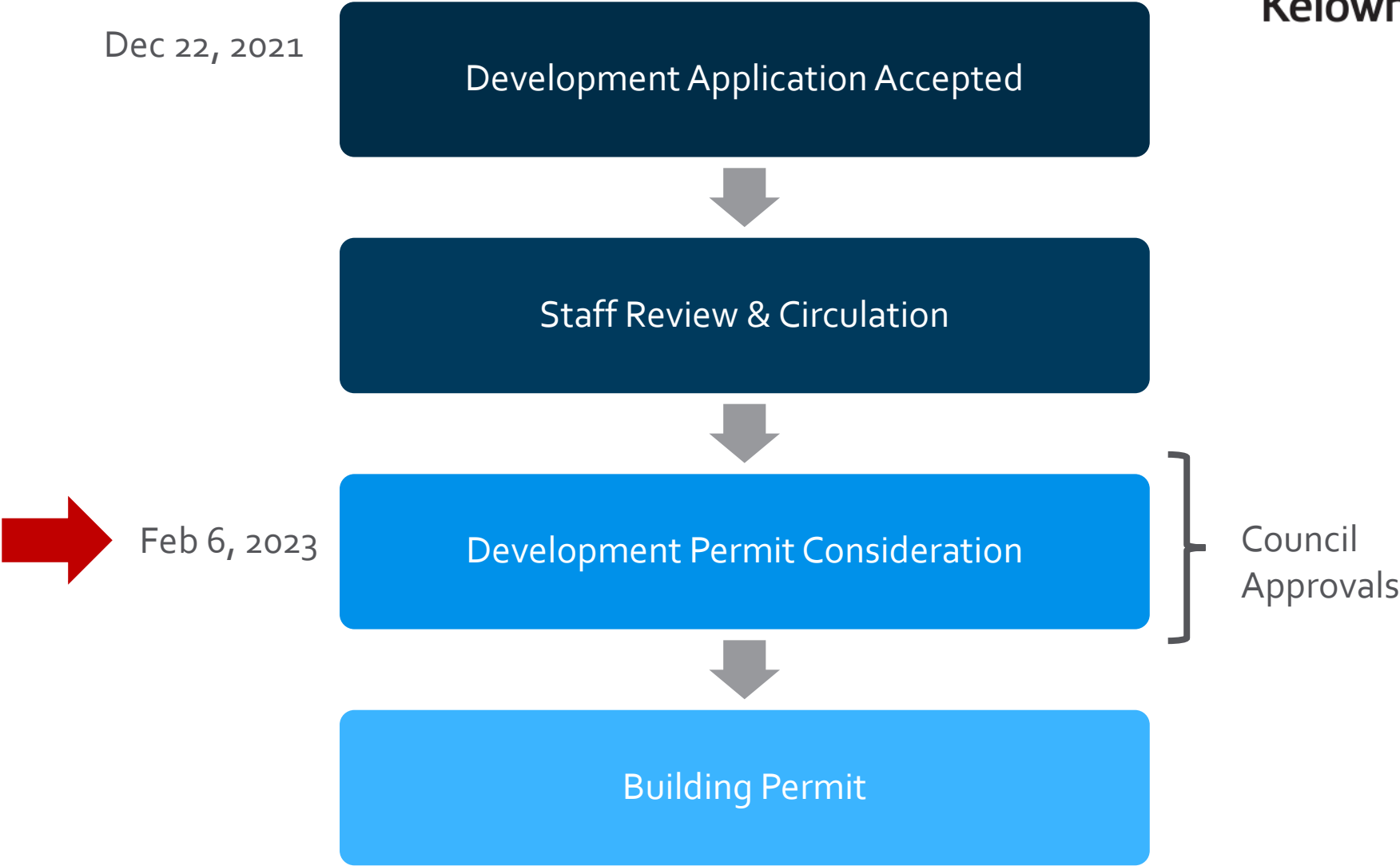
Development Permit

# Purpose

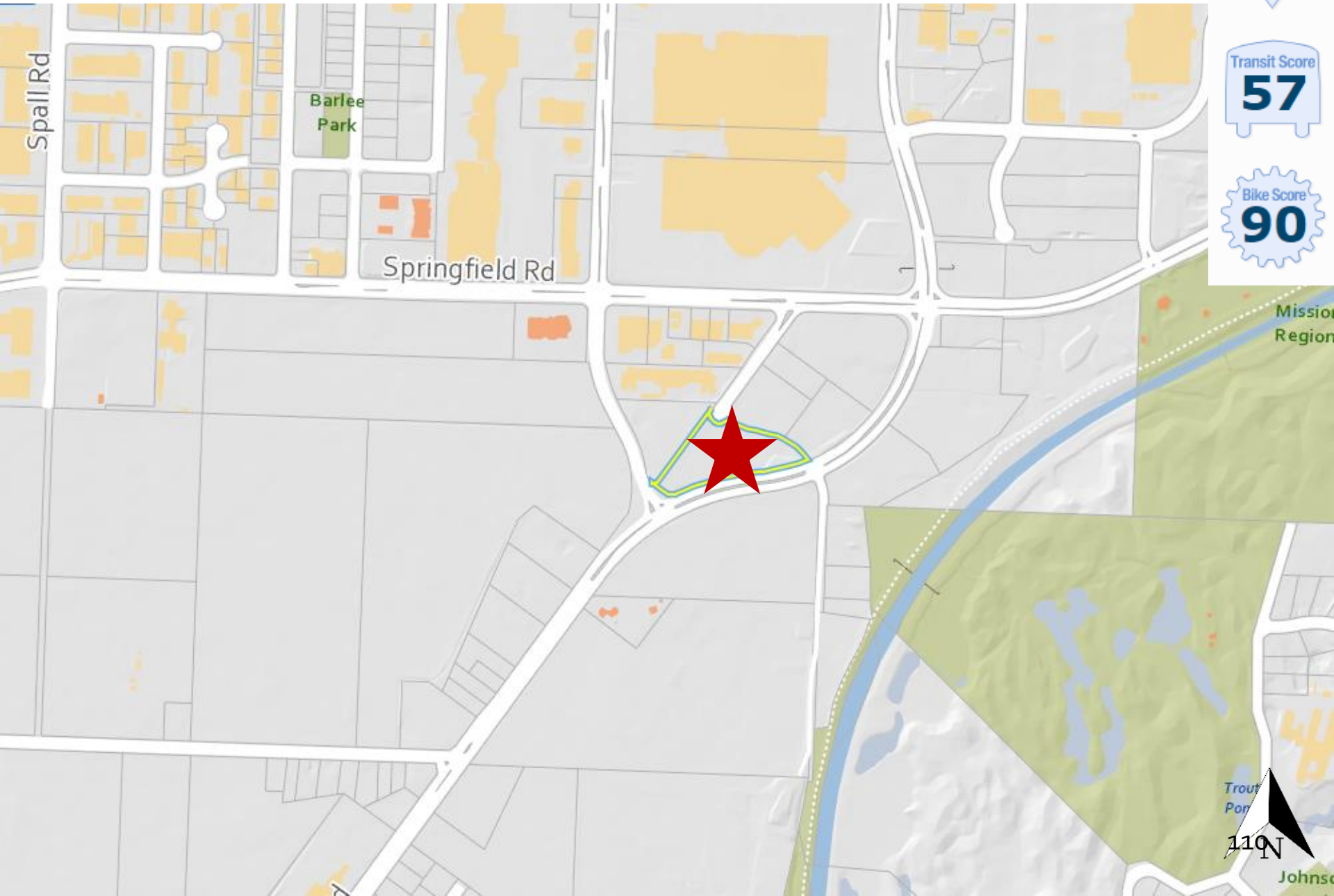
- ▶ To issue a Development Permit for the form and character of apartment housing.



# Development Process



# Context Map



Walk Score  
**58**

Transit Score  
**57**

Bike Score  
**90**

110°N  
Johnson



# Subject Property Map



# Technical Details

- ▶ UC<sub>3</sub> – Midtown Urban Centre
  - ▶ Two five-storey wood-frame buildings
  - ▶ 187 units (combined)
    - ▶ 29 bachelor
    - ▶ 48 one-Bedroom
    - ▶ 94 two-Bedroom
    - ▶ 16 three-bedroom
  - ▶ On site parking requirements are met
    - ▶ 237 Parking Stalls (surface and underground)
    - ▶ 166 Bicycle Parking Stalls
  - ▶ Amenity rich landscape plan
    - ▶ 24 Large Trees



# Site Plan



**NOTES**

# Elevation Building 1 – North



# Elevation Building 1 – West





# Elevation Building 1 – South



# Elevation Building 1 – East



# Elevation Building 2 – South



# Elevation Building 2 – East





# Elevation Building 2 – North



# Elevation Building 2 – West



# Materials Board

Fibrecement cladding – Arctic White



Fibrecement cladding – Pearl Grey



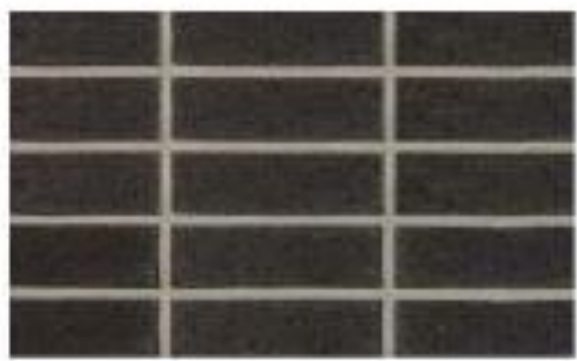
Fibrecement cladding – Iron Grey



Fibrecement cladding – Spicy Mustard



Masonry Unit – Brick (Charcoal)



Fibrecement smooth panels – Wood colour





# Landscape Plan



# Rendering – From Benvoulin Rd





# Rendering – From Benvoulin Rd (South)



# OCP Design Guidelines

- ▶ Well-oriented windows and balconies
- ▶ Parking accessed from lowest classified street
- ▶ Articulation of building facades to provide visual interest
- ▶ On-site amenities include:
  - ▶ Play area;
  - ▶ Community gardens; and
  - ▶ Fenced dog run.



# OCP Policies

- ▶ Objective 4.1 - Strengthen the Urban Centres as Kelowna's primary hubs of activity
  - ▶ Policy 4.1.6 High Density Residential Development
    - ▶ Direct density to Urban Centres
- ▶ Objective 4.8 - Support modest residential development to transition Midtown into a transit-supported neighbourhood
  - ▶ Policy 4.8.1 Midtown Residential Development
    - ▶ Prioritize multi-unit residential
- ▶ Appropriate location for adding residential density

# Staff Recommendation

- ▶ Staff recommend **support** for the DP application
  - ▶ Consistent with OCP Form and Character Design Guidelines
  - ▶ Meets the intent of the Official Community Plan
  - ▶ Would see the extension of Mayer Rd through to Benvoulin Ct
  - ▶ No variances under Zoning Bylaw No. 12375



# REPORT TO COUNCIL



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Department:** Development Planning  
**Application:** DP22-0177  
**Owner:** 647700 B.C. LTD., INC.NO. BC0647700  
**Address:** 2592 Hwy 97 N  
**Applicant:** Premier Building Solutions  
**Subject:** Development Permit Application  
**Existing OCP Designation:** RCOM – Regional Commercial  
**Existing Zone:** CA1 – Core Area Mixed Use

---

## 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP22-0177 for Lot A District Lot 125 ODYD Plan EPP118863, located at 2592 Hwy 97 N, 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 amount of 125% of the estimated value of the Landscape Plan, 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.

### Purpose

To issue a Development Permit for the form and character of a hotel.

## 2.0 Development Planning

Staff support the proposed Development Permit for the form and character of a 5-storey hotel. The proposal complies with several Official Community Plan (OCP) Policies for the Regional Commercial Corridor by

providing large scale commercial development with easy access for regional vehicle traffic. The proposal generally conforms to the OCP Form and Character Development Permit Area Design Guidelines for Retail, Commercial and Industrial Development. Key guidelines that are met include:

- Allow for brand identification where there are multiple buildings and uses on a site, but avoid individual corporate image, color, and signage back-lit signs from dominating the site.
- Design buildings such that their form and architectural character reflect the building’s internal function and use.
- Distribute trees and landscaping throughout the site in order to soften property edges facing the street and to screen parking, loading, service, and utility areas.

**3.0 Proposal**

**3.1 Background**

Council considered a rezoning application to rezone a portion of the subject property to the CA<sub>1</sub> – Core Area Mixed Use zone in November 2022 and gave the bylaw First, Second and Third readings. Adoption of the bylaw occurred on January 9, 2023, following Ministry of Transportation approval.

**3.2 Project Description**

The site currently has a 62-room hotel and the applicant is proposing a 5-storey hotel with 48 rooms, bringing the total of on-site rooms to 110 rooms. The proposed new building is located at the rear of the property that is currently utilized for surface parking, an accessory structure and storage containers.

The first level of the hotel contains the front desk area, pool for guests, end of trip facilities with showers for employees, and a staff laundry area. Levels two, three and four contain 15 hotel rooms per floor. The fifth-floor area has 3 hotel rooms and an amenity space that includes a breakfast area and exercise room.

The Exterior building materials include white and brown Hardi-paneling, cultured stone cladding and blue trim is used as an accent colour. Landscaping on site includes 29 new trees while retaining other mature trees on site. Landscape areas are complimented with a variety of shrubs and perennials around the perimeter of the site.

**3.3 Site Context**

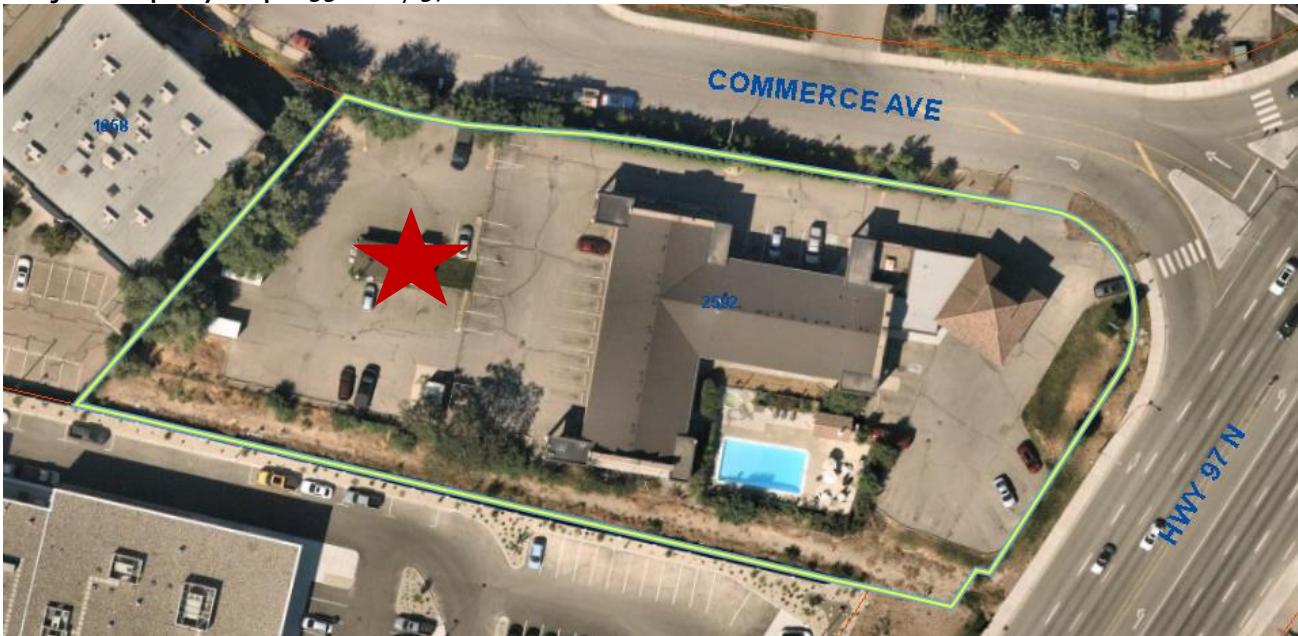
The subject property is located at the intersections of Commerce Avenue and Highway 97 North. There are transit stops in close proximity on Enterprise Way and an access to the Rail Trail is nearby.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C2rcs – Vehicle Oriented Commercial (retail cannabis sales)	Retail
East	MF2 – Townhouse Housing	Townhouses
South	C2 – Vehicle Oriented Commercial	Automotive & Equipment
West	I1 – Business Commercial	Office



Subject Property Map: 2592 Hwy 97 N



3.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CA1 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	1200 m <sup>2</sup>	7179 m <sup>2</sup>
Min. Lot Width	40.0 m	59.84 m
Min. Lot Depth	30.0 m	119.25m
Development Regulations		
Max. Floor Area Ratio	1.8	1.6
Max. Site Coverage (buildings)	75 %	19.6 %
Max. Site Coverage (buildings, parking, driveways)	85 %	79 %
Max. Height	12 storeys / 39 m	5 storeys / 17.7 m
Min. Front Yard	3.0 m	73.5 m
Min. Side Yard (south)	3.0 m	3.2 m
Min. Side Yard (north)	3.0 m	14.0 m
Min. Rear Yard	4.5 m	15.5 m
Other Regulations		
Min. Parking Requirements	110	111
Min. Bicycle Parking	14	14
Min. Loading Space	1	1

**4.0 Current Development Policies**

4.1 Kelowna Official Community Plan (OCP)

Objective 5.6 Focus Large Format Commercial along the Highway 97 Corridor.		
Policy Protect Commercial Space	5.6.5	Support the intensification of existing car-oriented sites on lands designated Regional Commercial by increasing the scale of existing buildings or by adding new commercial space on underutilized land, such as surface parking lots. Discourage development that reduces the amount of commercial space available in Regional Commercial lands.
		<i>The subject property has an existing large surface parking area that will be redeveloped with a new hotel to provide an intensification of existing commercial uses.</i>

**5.0 Application Chronology**

Date of Application Received: August 29, 2022

Report prepared by: Jason Issler, Planner I

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 - DP22-0177

Schedule A: Site Plan and Floor Plans

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines



# Development Permit

DP22-0177



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

**2592 Hwy 97 N**

and legally known as

**Lot A District Lot 125 ODYD Plan EPP118863**

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

## **Hotels / Motels**

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

**Date of Council Approval:** February 6, 2023

Development Permit Area: Form and Character

Existing Zone: CA1 – Core Area Mixed Use

Future Land Use Designation: RCOM – Regional Commercial

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

## **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: 647700 B.C. LTD., INC.NO. BC0647700

Applicant: Premier Building Solutions

\_\_\_\_\_  
Terry Barton  
Development Planning Department Manager  
Planning & Development Services

\_\_\_\_\_  
Date of Issuance

<b>ATTACHMENT</b>	<b>A</b>
This forms part of application	
# DP22-0177	
Planner Initials	Jl
 City of Kelowna DEVELOPMENT PLANNING	

## 1. SCOPE OF APPROVAL

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

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

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

## 2. CONDITIONS OF APPROVAL

THAT Council authorizes the issuance of Development Permit No. DP22-0177 for Lot A District Lot 125 ODYD Plan EPP118863 located at 2592 Hwy 97 N, Kelowna, BC, subject to the following:

- 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";
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;

## 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 owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$94,872.99**

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

## 4. INDEMNIFICATION

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

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

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

**ATTACHMENT** A  
This forms part of application  
# DP22-0177

Planner Initials

  
City of  
**Kelowna**  
DEVELOPMENT PLANNING

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



**SCHEDULE A**

This forms part of application  
# DP22-0177

Planner Initials **JJ**

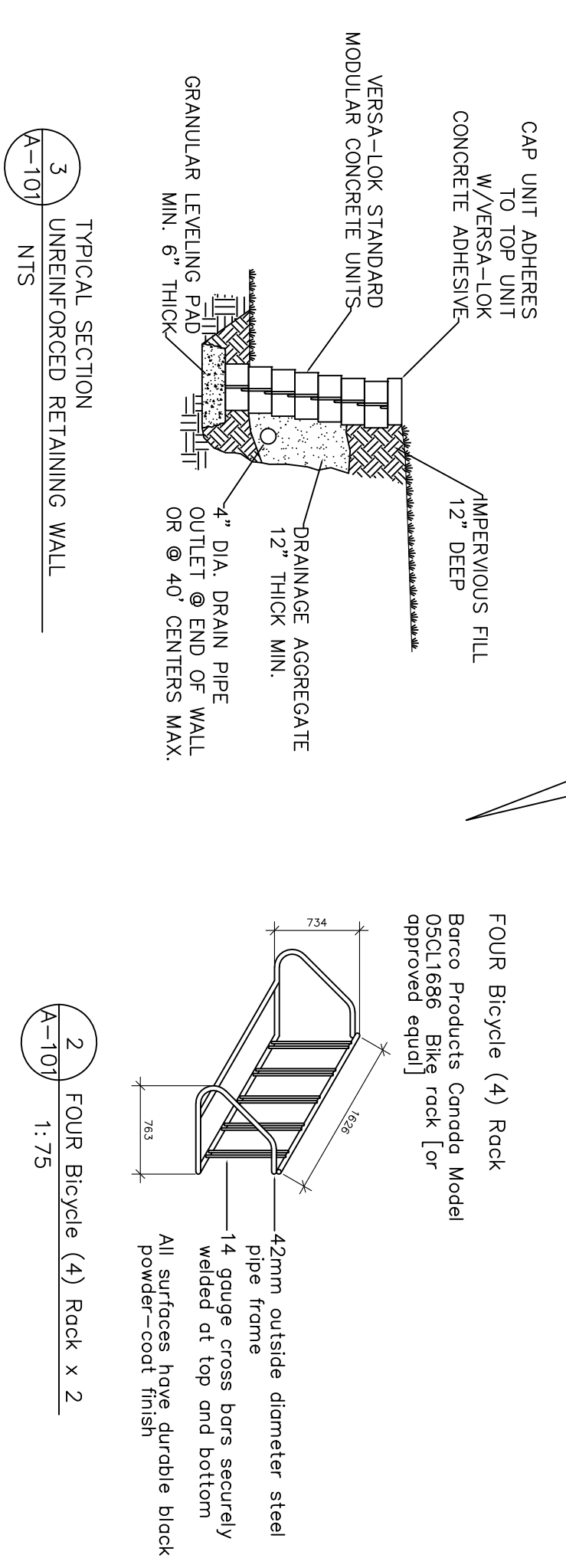
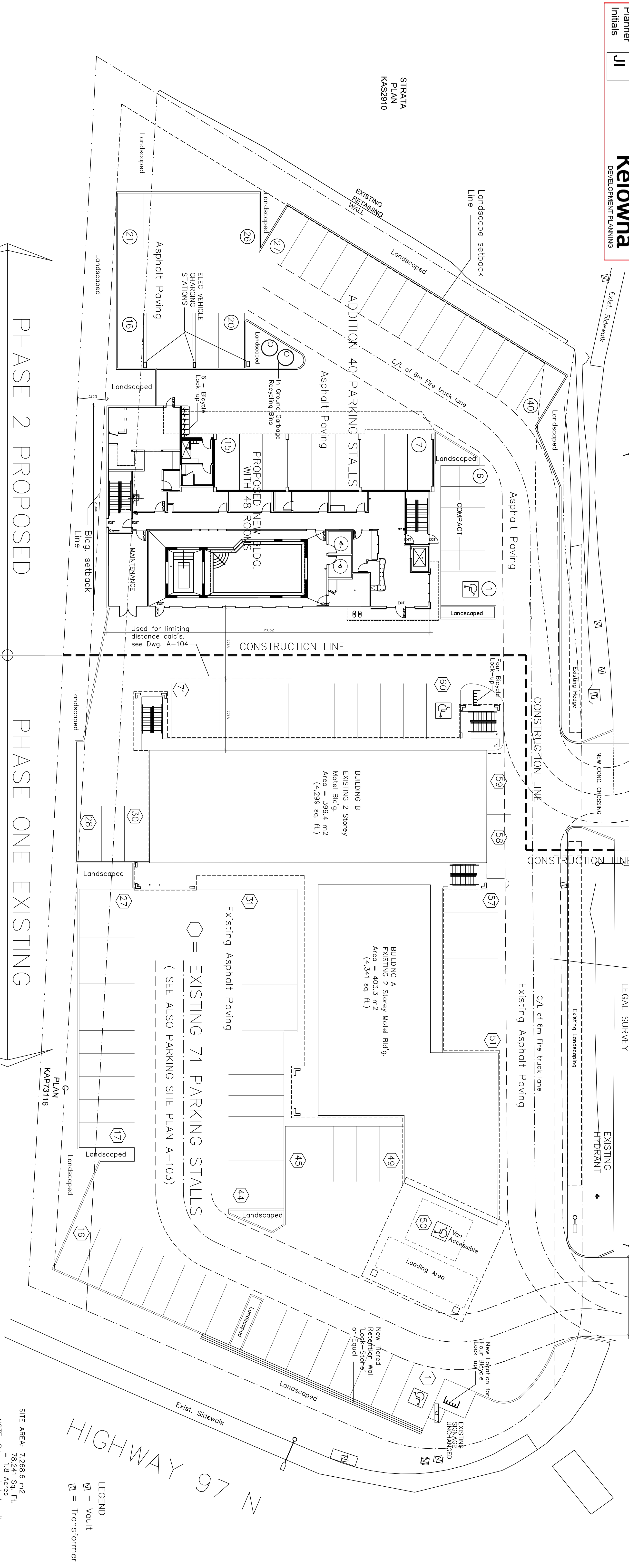
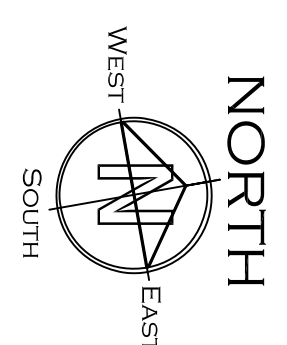


COMMERCE AVENUE

PHASE 2 PROPOSED

PHASE ONE EXISTING

EXISTING CROSSING



EXISTING 71 PARKING STALLS (◇)  
ADDITION 40 PARKING STALLS (○)  
TOTAL 111 PARKING STALLS

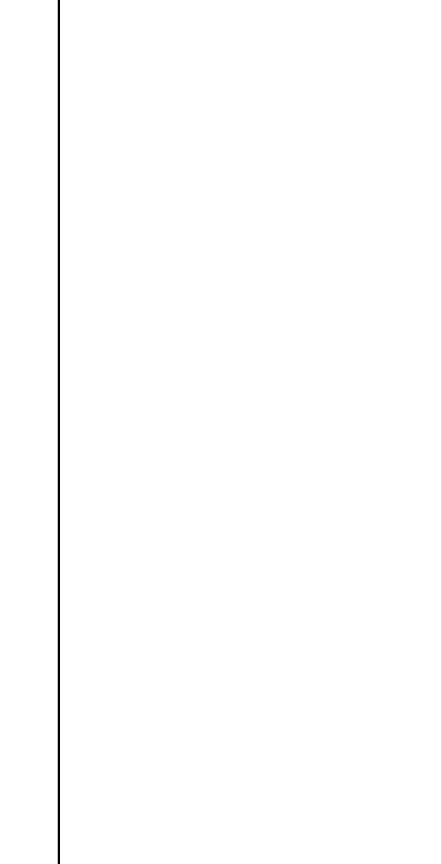
PHASE 2 PROPOSED  
PHASE ONE EXISTING

EXISTING Hotel has a TOTAL OF 62 ROOMS  
PROPOSED 5 STOREY ADDITION WITH 48 ROOMS  
TOTAL will be: 110 ROOMS

METRICS & CODE ANALYSIS DRAWING:  
REFER TO DRAWING A-104

**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
E.MAIL: RSCHIEDTDESIGN@GMAIL.COM

**MCDUGALL ARCHITECT**  
SUITE 904, 330 - 26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 1(403) 265-3300



PROJECT NAME	SUPER 8 HOTEL ADDITION
PROJECT ADDRESS	2592 - HIGHWAY 97 N KELOWNA, B.C. V1X 4J4
DRAWING TITLE	PROPOSED SITE PLAN
DESIGN	DATE
DRAW	JAN 06 2023
SCALE	1:200
SHEET	A-101



**SCHEDULE**

A

This forms part of application

# DP22-0177

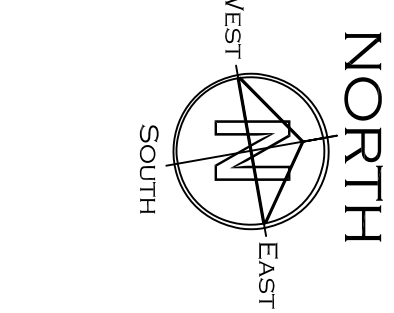
Planner  
Initials

JJ



PHASE 2 PROPOSED

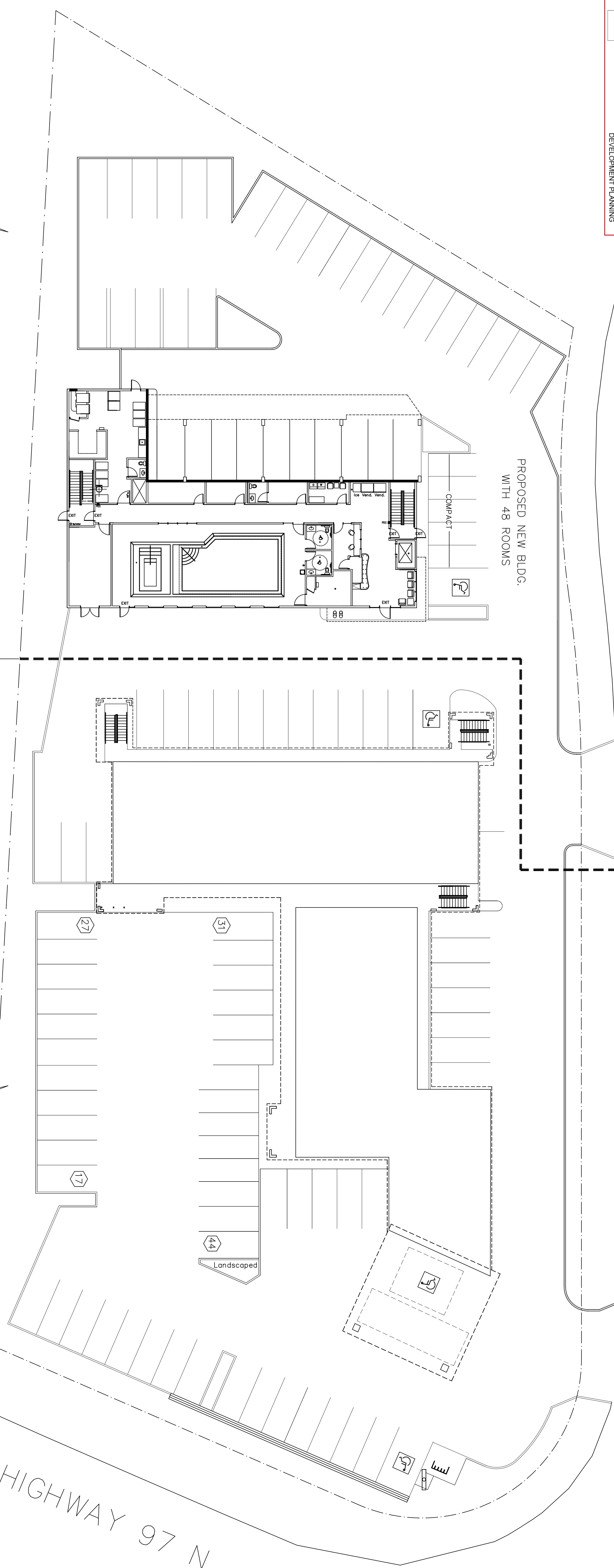
PHASE ONE EXISTING



COMMERCE

PROPOSED NEW BLDG.  
WITH 48 ROOMS

COMPACT



PHASE 2 PROPOSED

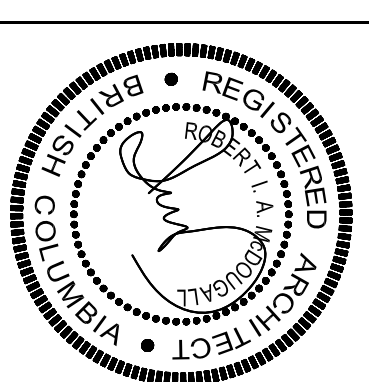
PHASE ONE EXISTING

HIGHWAY 97 N

1 CONSTRUCTION PHASING PLAN  
A-102  
1:200

**R. W. SCHEIDT DESIGN**

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KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
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**MCDUGALL ARCHITECT**

SUITE 904, 330 - 26TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

PROJECT NAME SUPER 8 HOTEL ADDITION

PROJECT ADDRESS 2592 - HIGHWAY 97 N  
KELOWNA, B.C. V1X 4J4

DRAWING TITLE CONSTRUCTION LIMITS - PHASE 1 to 2

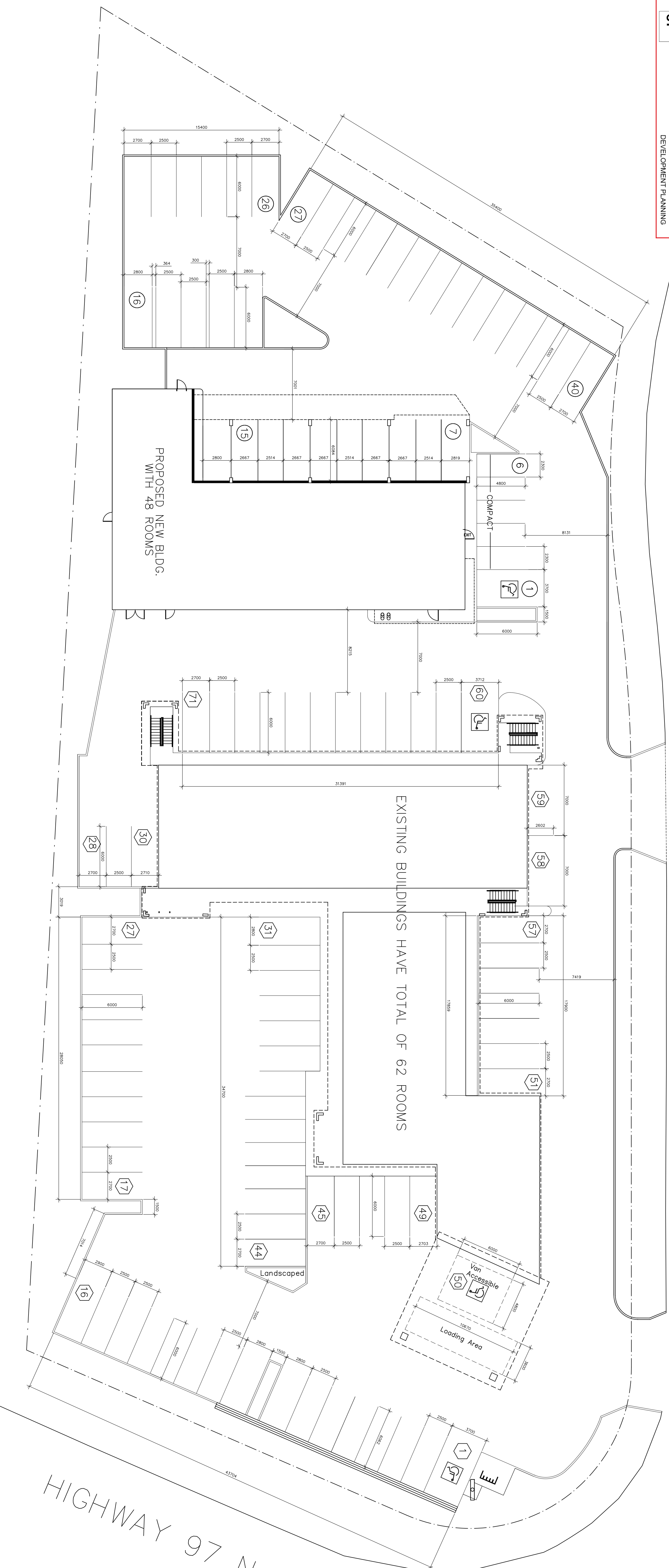
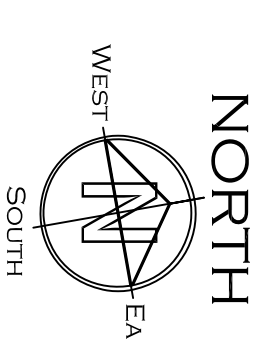
DESIGN SCALE 1:200 DATE DEC 02 2022

SHEET: A-102





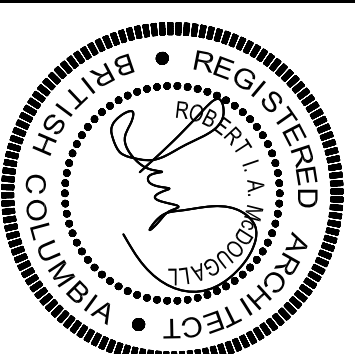
COMMERCE



EXISTING 71 PARKING STALLS (O)  
ADDITION 40 PARKING STALLS (O)  
TOTAL 111 PARKING STALLS

1 PARKING PLAN  
A-103  
1:200

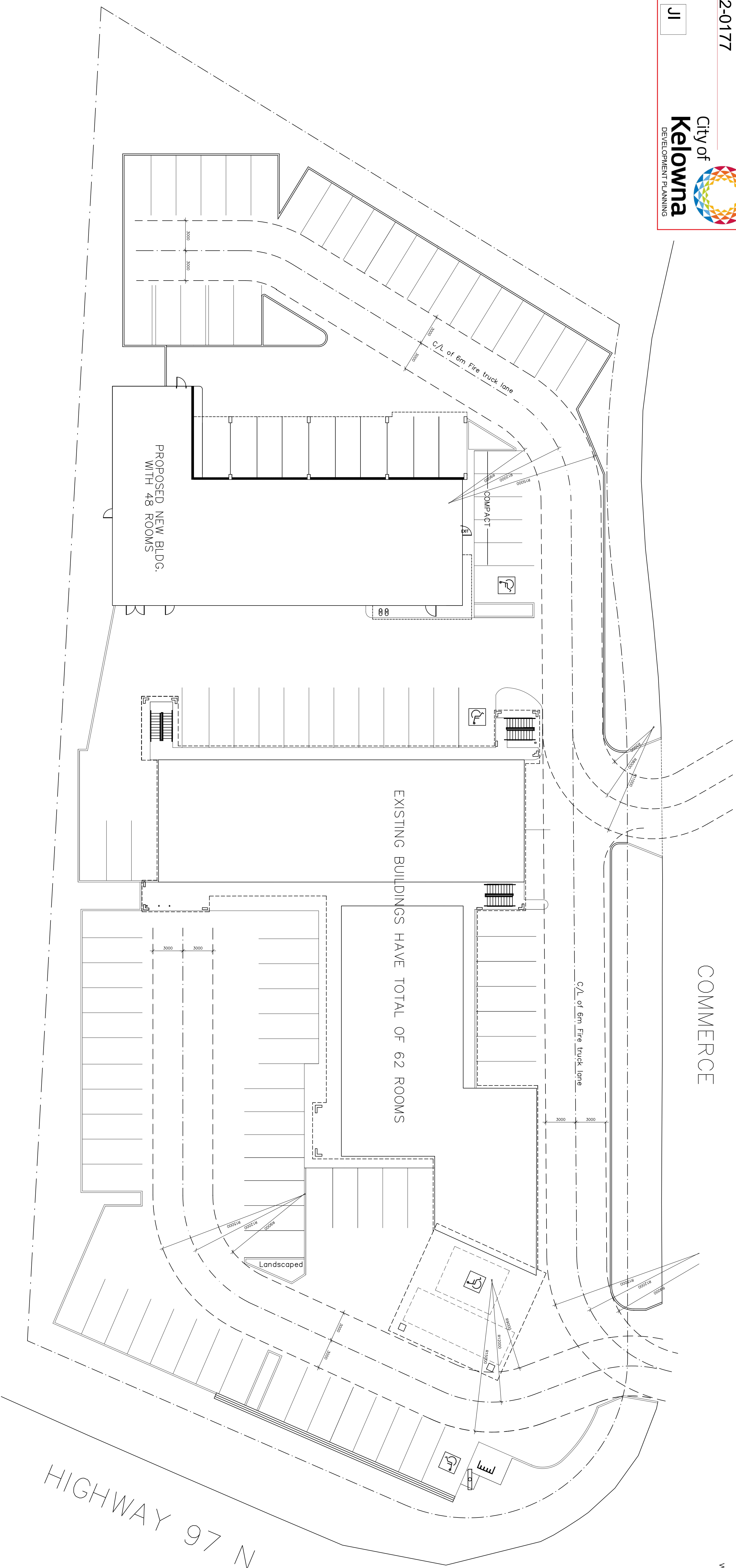
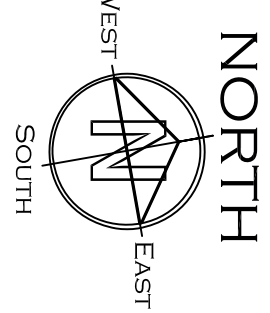
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E MAIL: RSCHIEDTDESIGN@GMAIL.COM



MCDUGALL ARCHITECT  
SUITE 904, 330 - 26TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

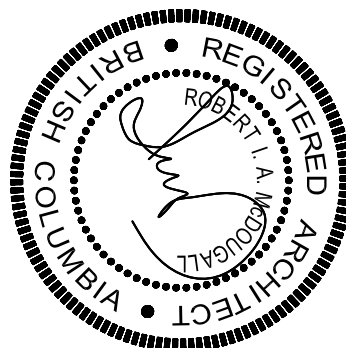
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PROJECT ADDRESS: 2592 - HIGHWAY 97 N  
KELOWNA, B.C. V1X 4J4  
DRAWING TITLE: PARKING PLAN  
DESIGN: DRAW: SCALE: 1:200 DATE: DEC 02 2022

SHEET: A-103



1 SITE FIRE ACCESS PLAN  
A-104  
1:200

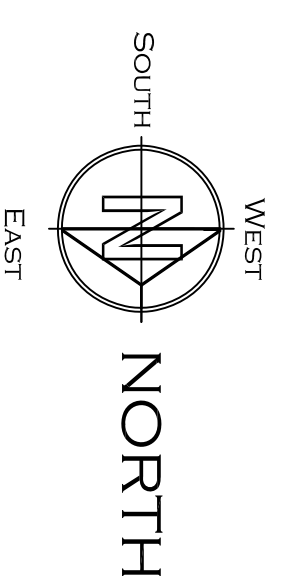
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CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 1(403) 265-3300

PROJECT NAME	SUPER 8 HOTEL ADDITION		
PROJECT ADDRESS	2592 - HIGHWAY 97 N KELOWNA, B.C. V1X 4J4		
DRAWING TITLE	SITE FIRE ACCESS PLAN	SCALE	DATE
DESIGN	DRAW	1:200	DEC 02 2022
SHEET:			A-104





**SCHEDULE A**

This forms part of application  
# DP22-0177

Planner Initials **JL**

City of Kelowna  
DEVELOPMENT PLANNING

PROPOSED KELOWNA SUPER 8 HOTEL ADDITION  
 EXISTING: 62 Rooms  
 ADDITION PROPOSED = 48 ROOMS  
 TOTAL ROOMS TO BE: 110

CIVIC ADDRESS  
 2592 HIGHWAY 97 N., KELOWNA B.C. V1X 4J4

LEGAL DESCRIPTION  
 LOT 3 DISTRICT LOT 125 OSOYOOS DIVISION  
 YALE DISTRICT PLAN 3522 EXCEPT PLAN KAP87674  
 PROJECT DATA:

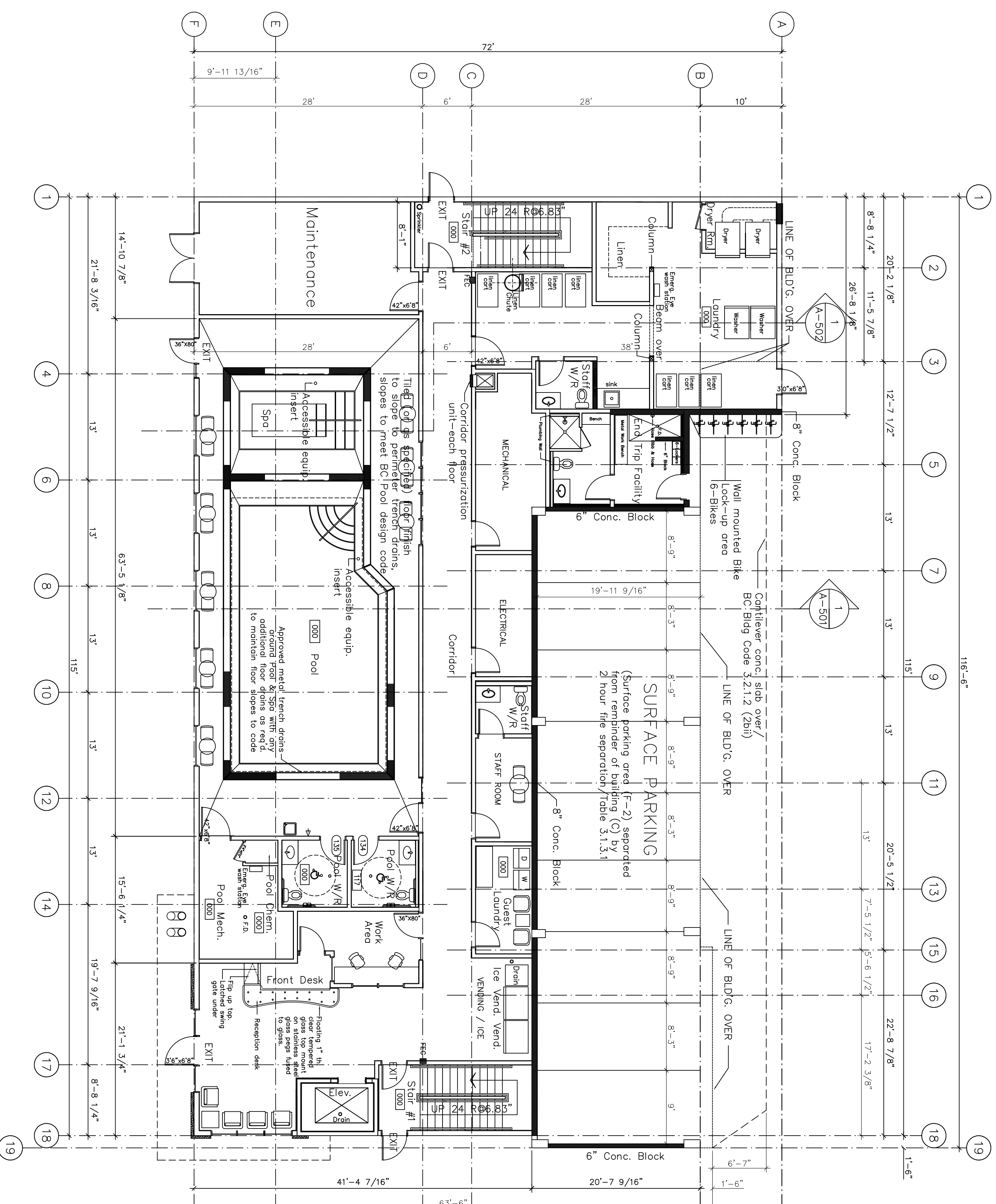
REFER TO DRAWING A-104 METRICS & CODE ANALYSIS DRAWING

PROVINCE: B.C.  
 USING: B.C. BUILDING CODE 2018  
 GROUP C (Hotel) - 3.2.2.50

MAIN FLOOR BLDG AREA = 5,634 Square Feet (523 m<sup>2</sup>)  
 5 - STORIES  
 FULLY SPRINKLERED  
 COMBUSTIBLE OR NON COMBUSTIBLE CONSTRUCTION  
 FLOOR ASSEMBLIES-FIRE SEPARATION WITH 1 Hour  
 FIRE RESISTANCE RATING.  
 LOAD BEARING WALLS & COLUMNS 1 Hour, FIRE RESISTANCE RATING.  
 ROOF 1 HOUR FIRE RESISTANCE RATING

LIMITING DISTANCE:  
 LIMITING DISTANCE CALCULATIONS IN ACCORD: TABLE 3.2.3.1(0)  
 GROUPS 'C'  
 FULLY SPRINKLERED BUILDING  
 COMBUSTIBLE OR NON COMBUSTIBLE CONSTRUCTION ALLOWED.

POOL DESIGN: General Contractor to retain qualified pool design sub-contractor capable of preparing pool shop drawings, for approval. Pool design & construction to meet all applicable BC Pool guidelines, Building code requirements & Health Department regulations. Accessible equipment and steels for mounting accessible equipment to be installed to Pool & Spa.



1 Main Floor Plan  
 1/8"=1'-0"

Main Floor Area = 5,634 Square Feet (523 m<sup>2</sup>)

REFERENCE SYMBOL LEGEND:

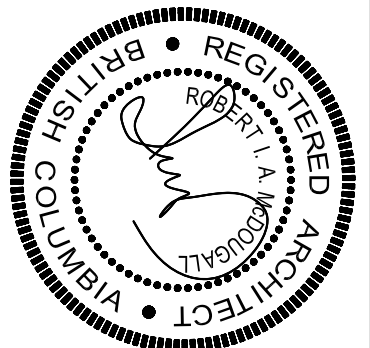
- 1 GRID LINE
- 123 ROOM NUMBER(For Arch. Dwg Ref.)
- 112 DOOR NUMBER
- 123 WINDOW NUMBER
- 1 WALL TYPE
- Room 221 SUITE NUMBER [DOOR SIGN]

DETAIL REFERENCE MARKER

1 2 INTERIOR ELEVATION KEY

BUILDING / WALL SECTION MARKER

**R. W. SCHEIDT DESIGN**  
 1683 BLONDEAUX CR.  
 KELOWNA, B.C. V1Y 4J8  
 PHONE: (250) 860-5061  
 EMAIL: RSCHIEDTDESIGN@GMAIL.COM



**MCDUGALL ARCHITECT**  
 SUITE 904, 330 - 26 TH AVENUE S.W.  
 CALGARY, ALBERTA T2S 2T3  
 PHONE: (250) 860-5061 1(403) 265-3300

PROJECT NAME	SUPER 8 HOTEL ADDITION		
PROJECT ADDRESS	KELOWNA, BRITISH COLUMBIA		
DRAWING TITLE	MAIN Floor Plan		
DESIGN	DRAW	SCALE	DATE
		1/8"=1'-0"	JAN 06 2023
SHEET	A-201		



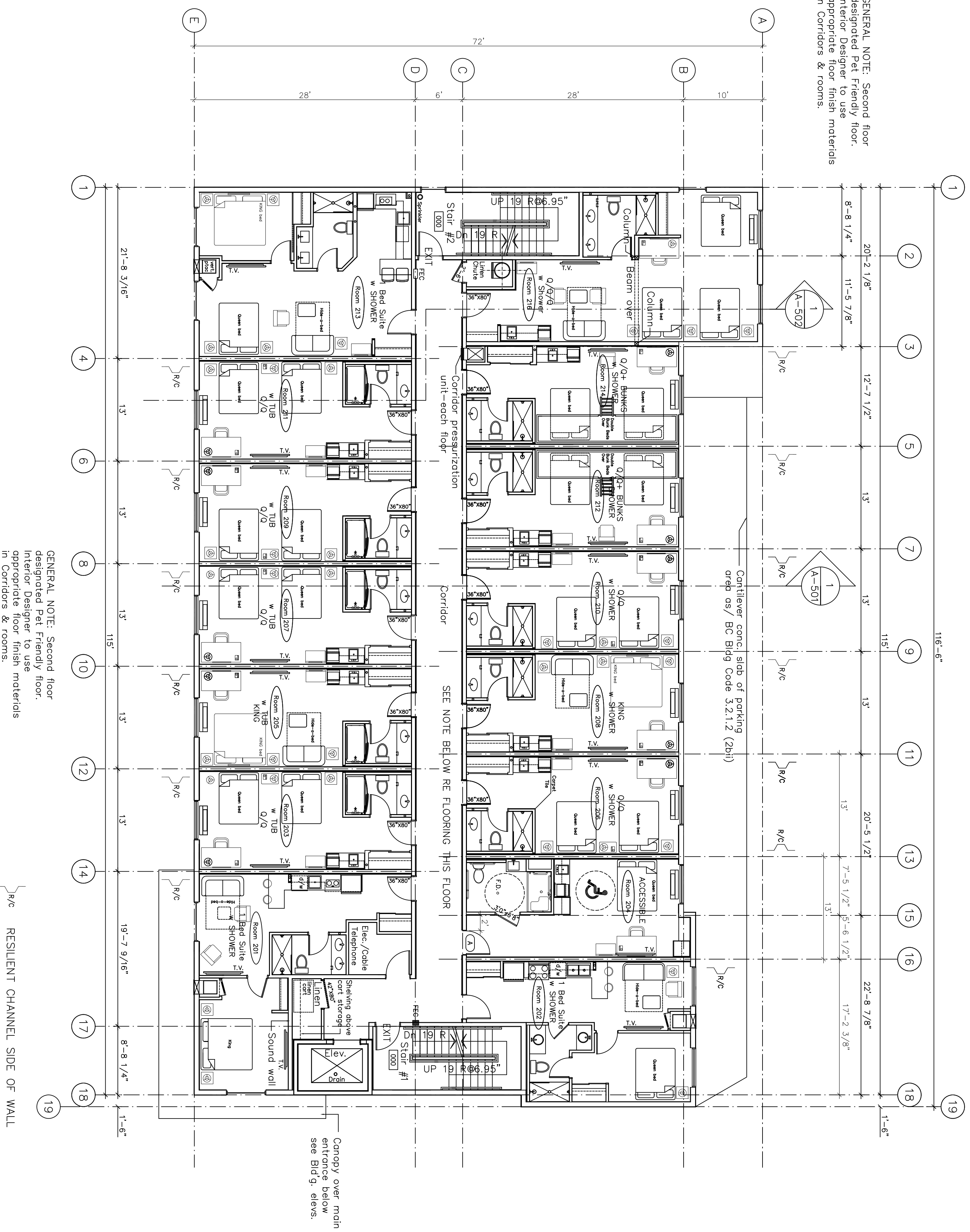
**SCHEDULE** A

This forms part of application  
# DP22-0177

Planner  
Initials **JJ**



GENERAL NOTE: Second floor designated Pet Friendly floor. Interior Designer to use appropriate floor finish materials in Corridors & rooms.



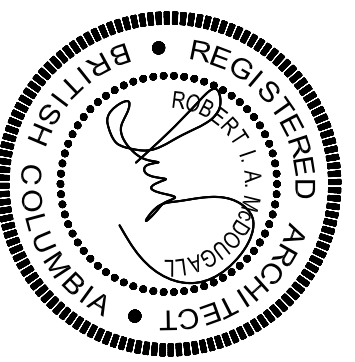
1 SECOND Floor Plan  
1/8" = 1'-0"

Floor Area = 7,463 Square Feet (693 m<sup>2</sup>)

**15 ROOMS SECOND FLOOR**

GENERAL NOTE: Second floor designated Pet Friendly floor. Interior Designer to use appropriate floor finish materials in Corridors & rooms.

**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
EMAIL: RSCHIEDTDESIGN@GMAIL.COM



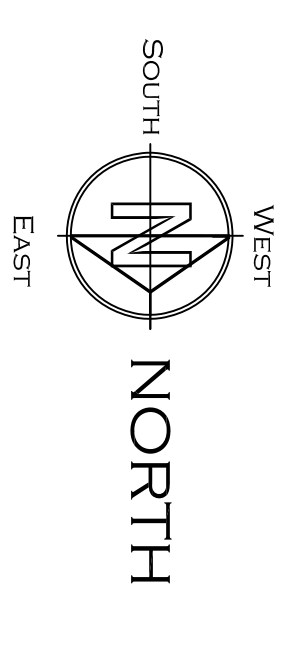
**MCDUGALL ARCHITECT**  
SUITE 904, 330-26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

PROJECTNAME: SUPER 8 HOTEL ADDITION

PROJECT ADDRESS: KELOWNA, BRITISH COLUMBIA

DRAWING TITLE: SECOND Floor Plan

DESIGN: SCALE: 1/8" = 1'-0" DATE: DEC 07 2022 SHEET: A-202

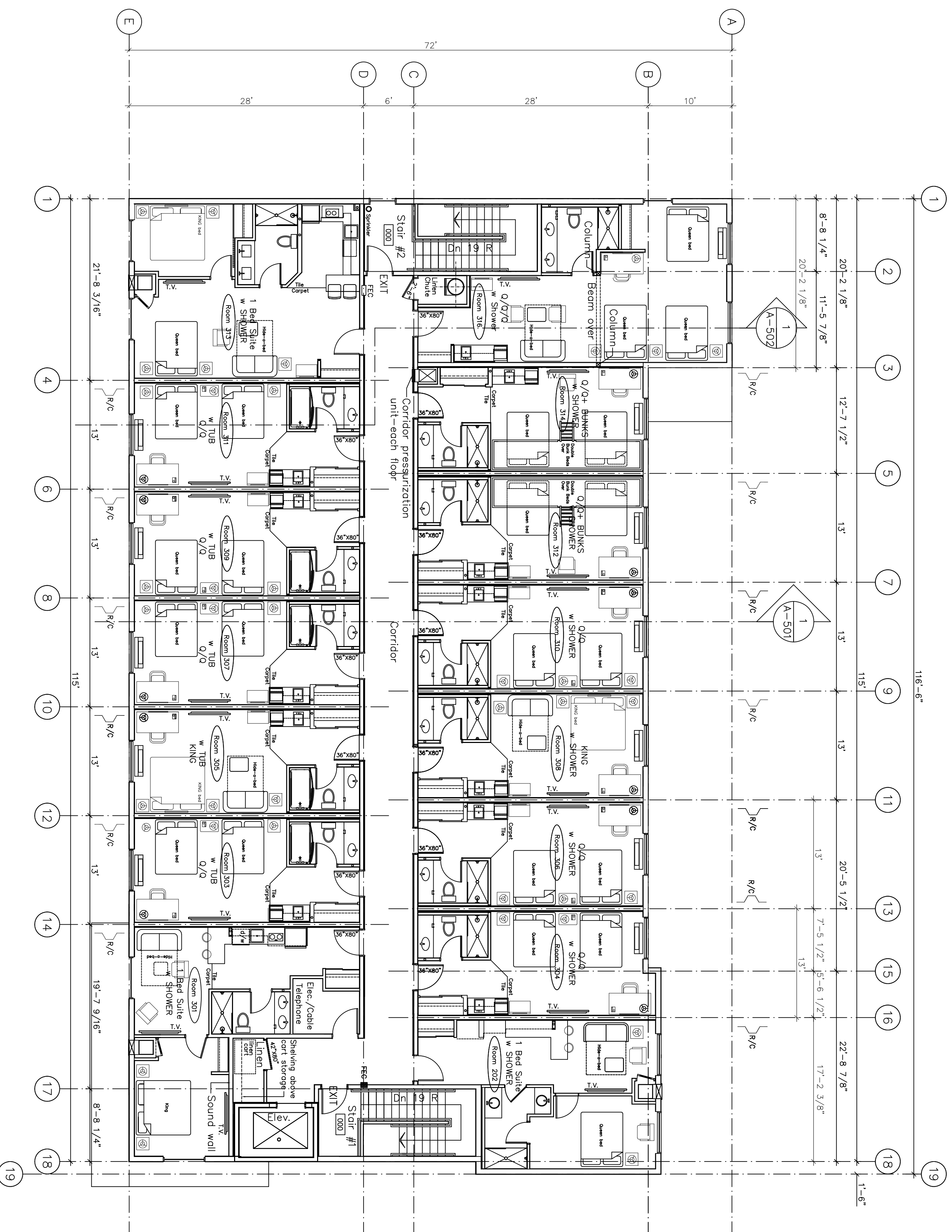
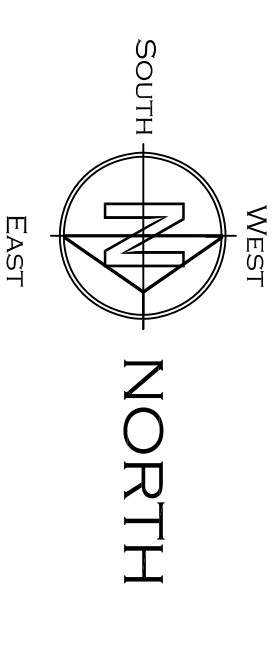




**SCHEDULE** A

This forms part of application  
# DP22-0177

Planner Initials **JJ**

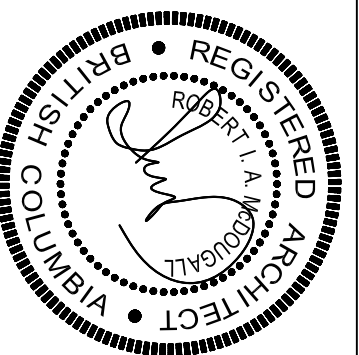


1 THIRD Floor Plan  
A-203 1/8" = 1'-0"

Floor Area = 7,463 Square Feet (693 m<sup>2</sup>)

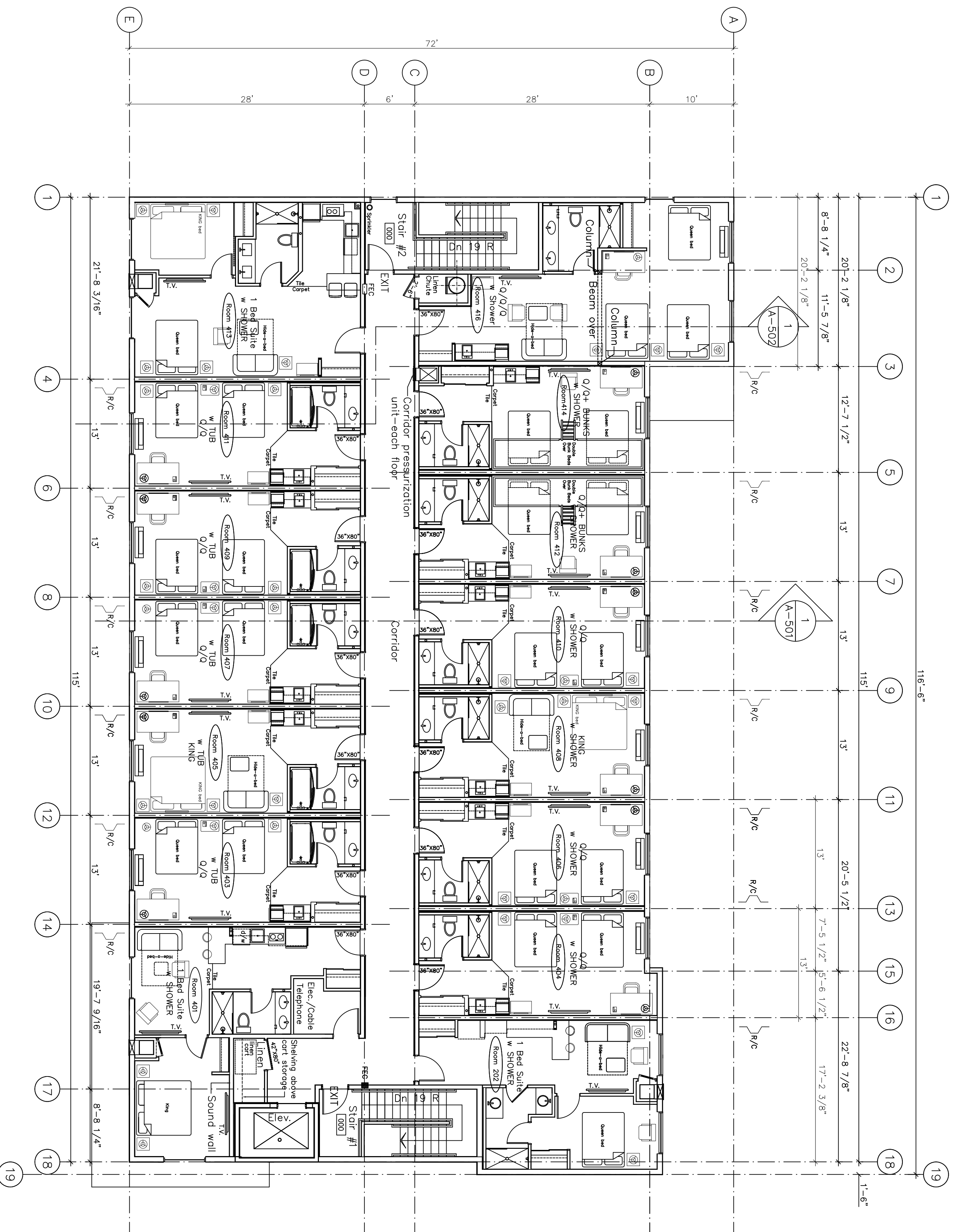
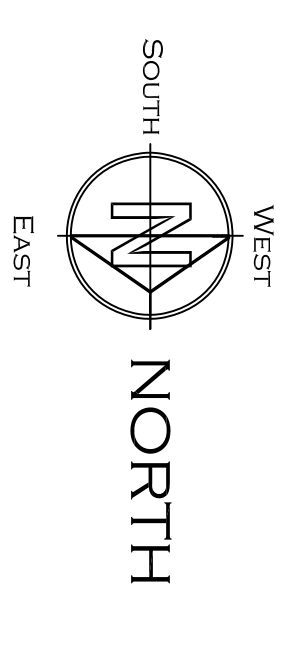
**15 ROOMS THIRD FLOOR**

**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
EMAIL: RSCHIEDTDESIGN@GMAIL.COM



**MCDougall Architect**  
SUITE 904, 330 - 26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

PROJECT NAME		SUPER 8 HOTEL ADDITION	
PROJECT ADDRESS		KELOWNA, BRITISH COLUMBIA	
DRAWING TITLE		THIRD Floor Plan	
DESIGN	DRAW	SCALE	DATE
		1/8" = 1'-0"	DEC 07 2022
SHEET:			A-203



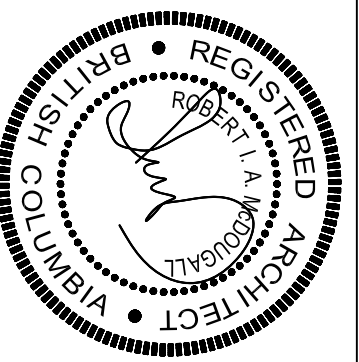
R/C RESILIENT CHANNEL SIDE OF WALL

1 FORTH Floor Plan  
 1/8" = 1'-0"

Floor Area = 7,463 Square Feet (693 m<sup>2</sup>)

**15 ROOMS FOURTH FLOOR**

**R. W. SCHEIDT DESIGN**  
 1683 BLONDEAUX CR.  
 KELOWNA, B.C. V1Y 4J8  
 PHONE: (250) 860-5061  
 EMAIL: RSCHIEDTDESIGN@GMAIL.COM



**MCDUGALL ARCHITECT**  
 SUITE 904, 330 - 26 TH AVENUE S.W.  
 CALGARY, ALBERTA T2S 2T3  
 PHONE: (250) 860-5061 (403) 265-3300

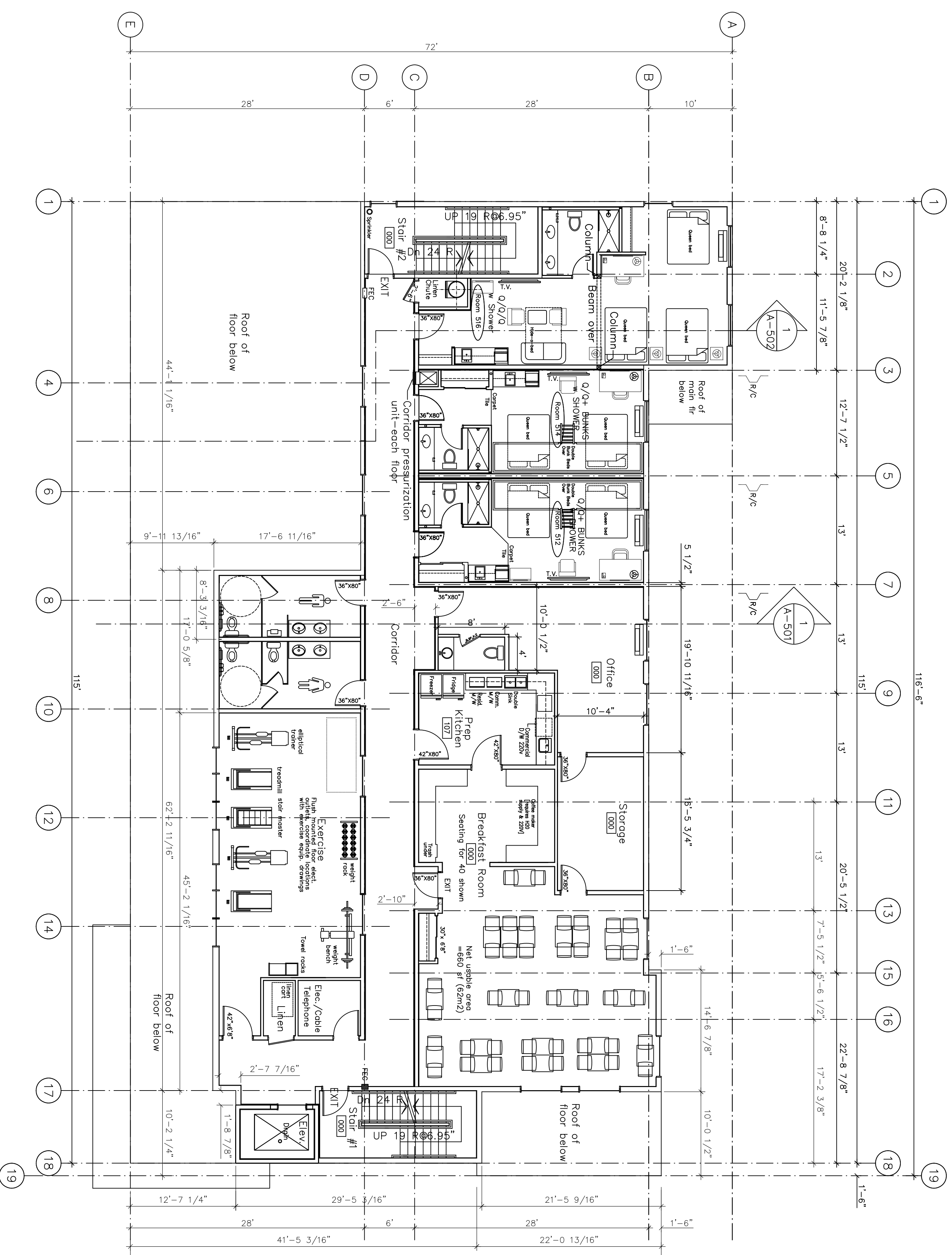
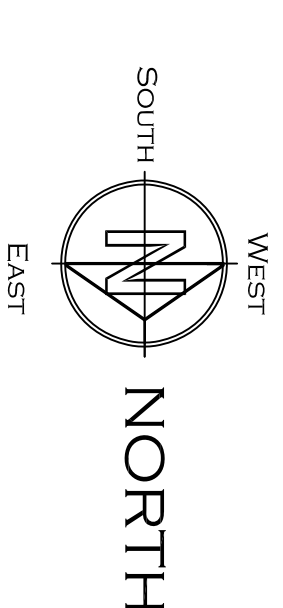
PROJECT NAME		SUPER 8 HOTEL ADDITION	
PROJECT ADDRESS		KELOWNA, BRITISH COLUMBIA	
DRAWING TITLE		FOURTH Floor Plan	
DESIGN	DRAW	SCALE	DATE
		1/8" = 1'-0"	DEC 07 2022



**SCHEDULE** A

This forms part of application  
# DP22-0177

Planner  
Initials **JJ**



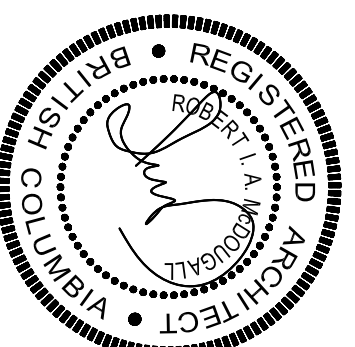
RESILIENT CHANNEL SIDE OF WALL

FIFTH Floor Plan  
1/8" = 1'-0"

5th Floor Area = 5,255 Square Feet (488 m2)

**3 ROOMS FIFTH FLOOR**

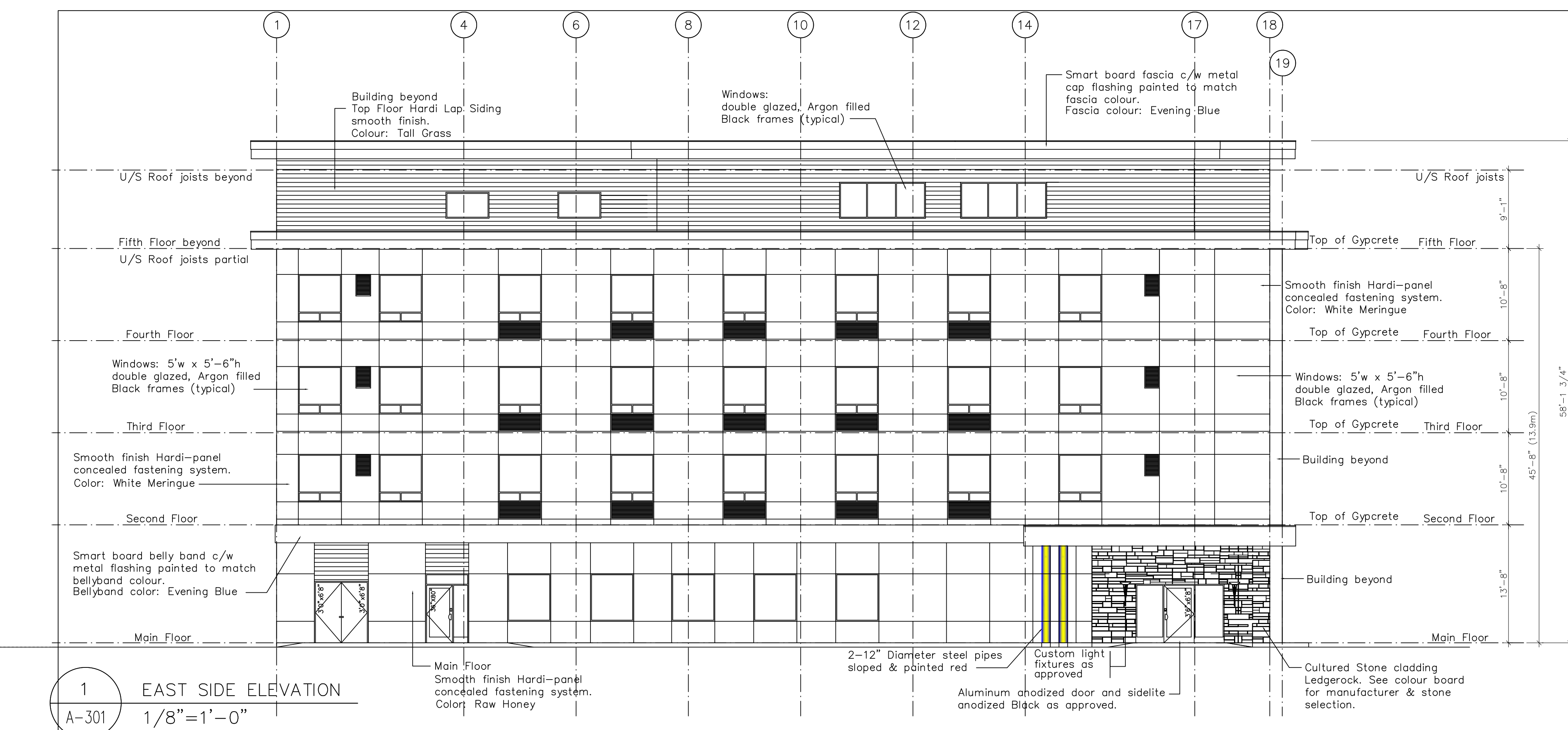
**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
EMAIL: RSCHIEDTDESIGN@GMAIL.COM



**MCDUGALL ARCHITECT**  
SUITE 904, 330-26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

PROJECT NAME		SUPER 8 HOTEL ADDITION	
PROJECT ADDRESS		KELOWNA, BRITISH COLUMBIA	
DRAWING TITLE	FIFTH Floor Plan	DATE	NOV 28 2022
DESIGN	DRAW	SCALE	A-205





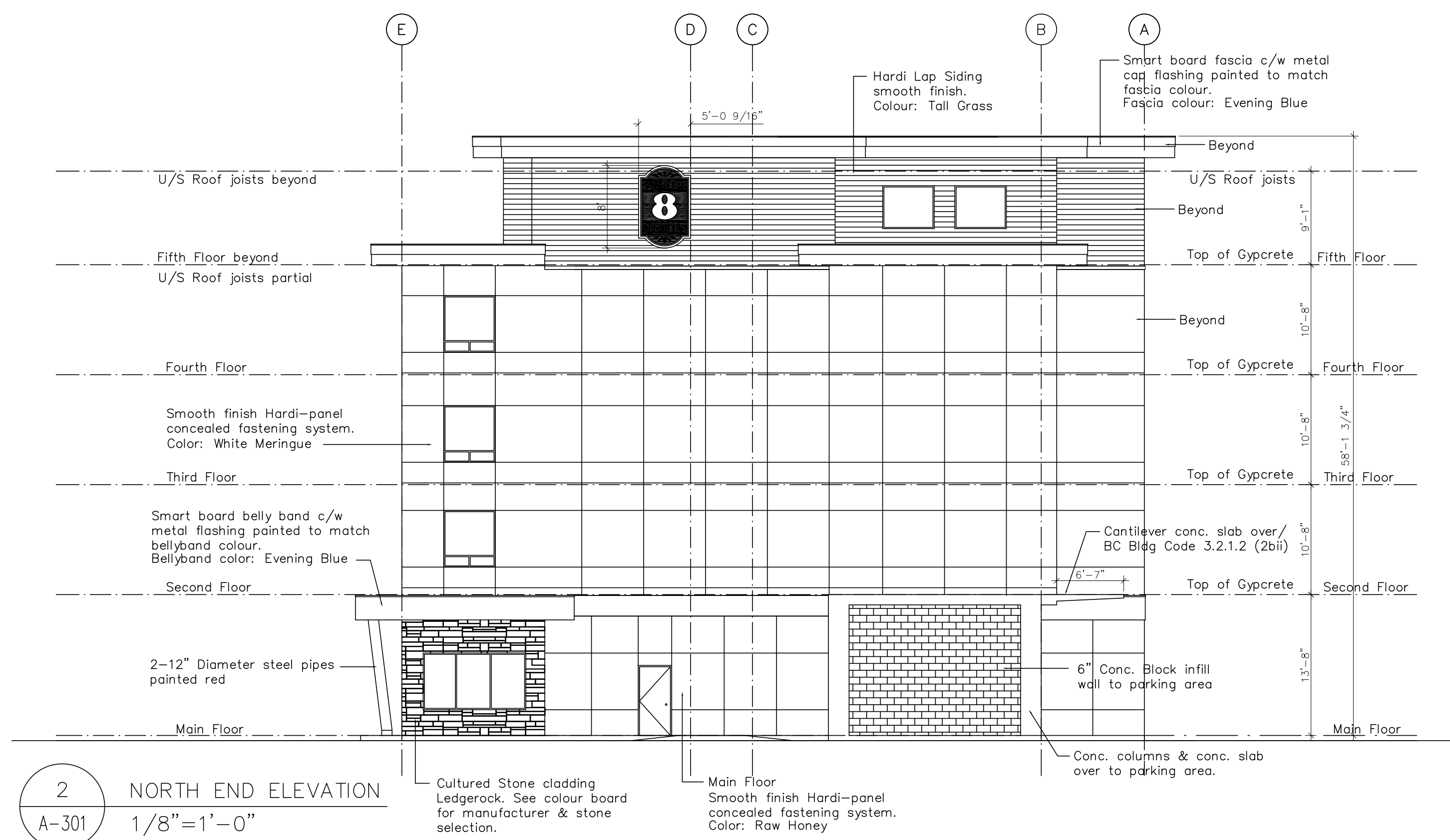
1 EAST SIDE ELEVATION  
A-301 1/8"=1'-0"



North Elevation



East Elevation



2 NORTH END ELEVATION  
A-301 1/8"=1'-0"

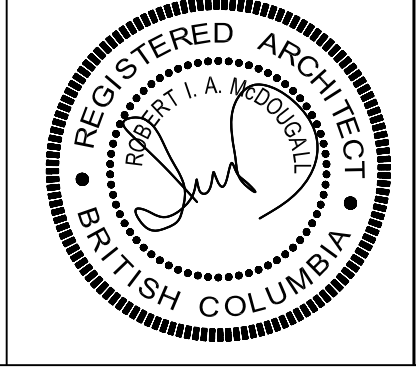
**SCHEDULE B**  
This forms part of application  
# DP22-0177

Planner Initials **JJ**

City of Kelowna  
DEVELOPMENT PLANNING

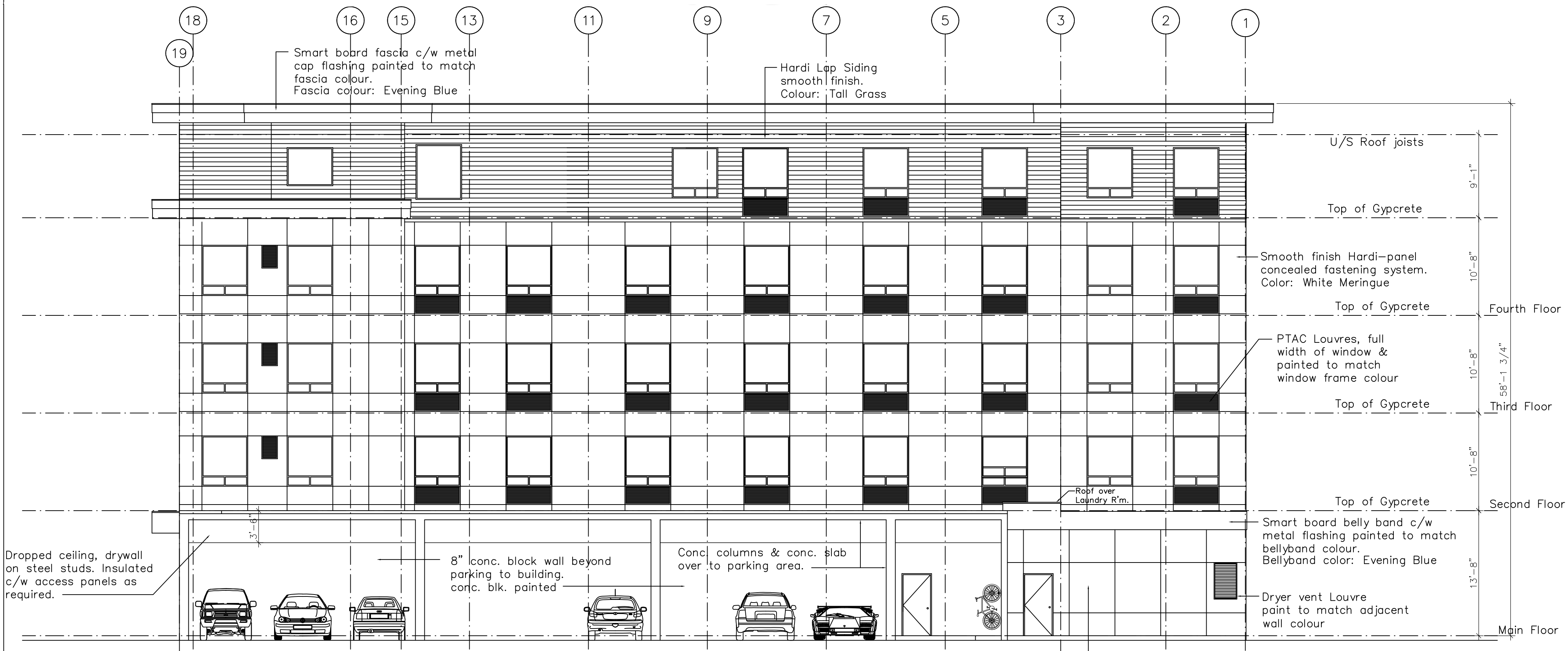
PROJECT NAME	SUPER 8 HOTEL ADDITION		
PROJECT ADDRESS	KELOWNA, BRITISH COLUMBIA		
DRAWING TITLE	BUILDING ELEVATIONS		SHEET:
DESIGN	DRAW	SCALE	DATE
		1/8"=1'-0"	DEC 07 2022
			A-301

**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
EMAIL: RSCHIEDTDESIGN@GMAIL.COM



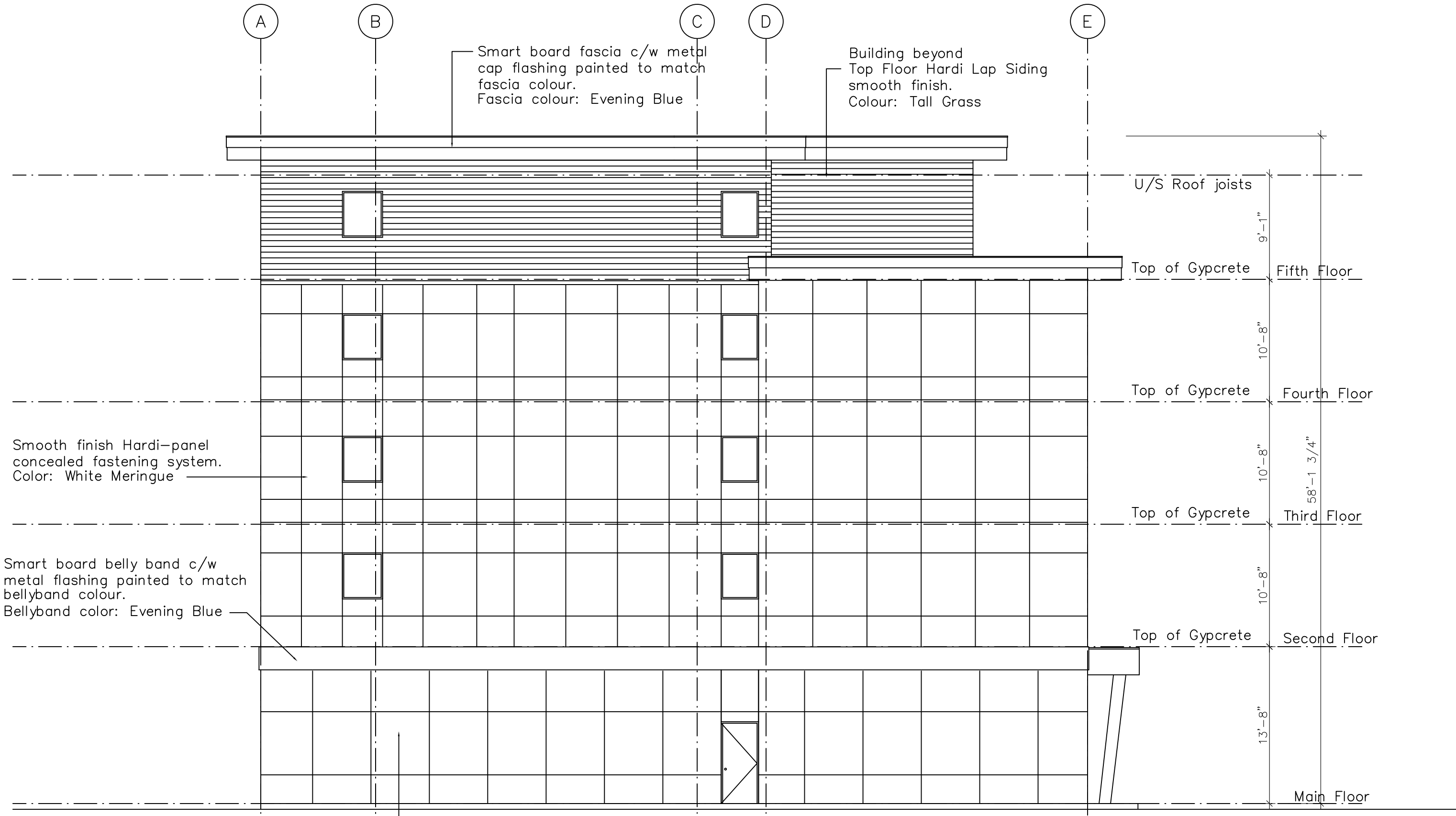
**MCDougALL ARCHITECT**  
SUITE 904, 330 - 26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 1(403) 265-3300





West Elevation

1 WEST SIDE ELEVATION  
A-302 1/8"=1'-0"



South Elevation

2 SOUTH END ELEVATION  
A-302 1/8"=1'-0"

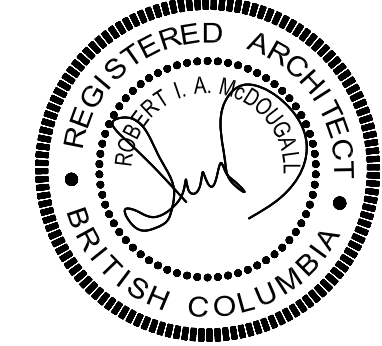
**SCHEDULE B**

This forms part of application  
# DP22-0177

Planner Initials **J1**

City of Kelowna  
DEVELOPMENT PLANNING

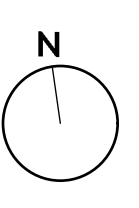
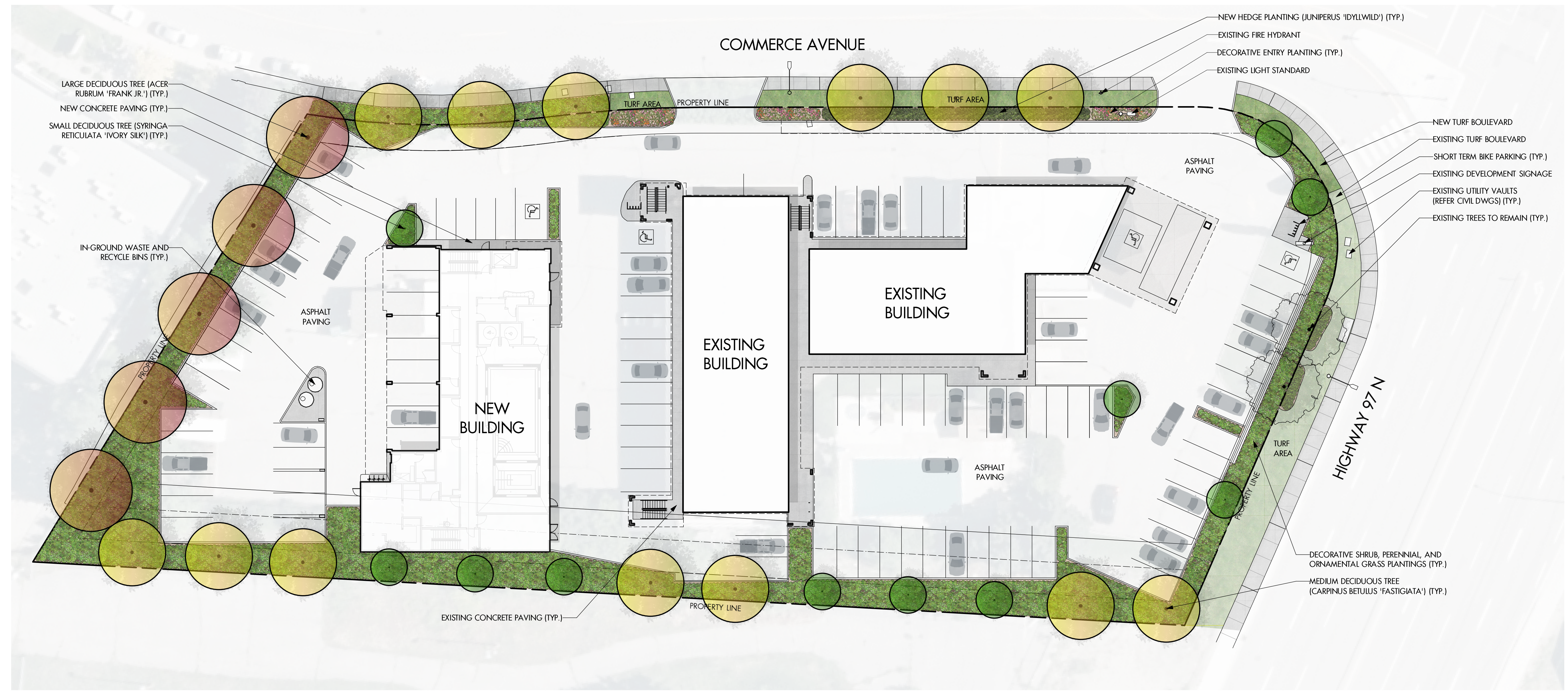
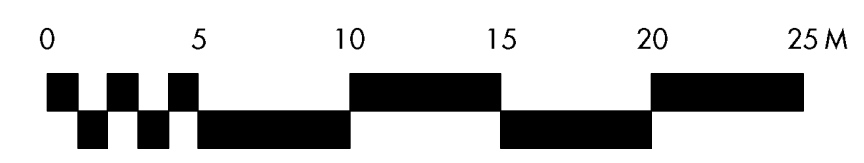
**R. W. SCHEIDT DESIGN**  
1683 BLONDEAUX CR.  
KELOWNA, B.C. V1Y 4J8  
PHONE: (250) 860-5061  
EMAIL: RSCHIEDTDESIGN@GMAIL.COM



**MCDUGALL ARCHITECT**  
SUITE 904, 330 - 26 TH AVENUE S.W.  
CALGARY, ALBERTA T2S 2T3  
PHONE: (250) 860-5061 (403) 265-3300

PROJECT NAME		SUPER 8 HOTEL ADDITION	
PROJECT ADDRESS		KELOWNA, BRITISH COLUMBIA	
DRAWING TITLE		BUILDING ELEVATIONS	
DESIGN	DRAW	SCALE	DATE
		1/8"=1'-0"	DEC 07 2022
			SHEET: A-302





PROJECT TITLE  
**SUPER 8 HOTEL ADDITION**  
 2592 - Highway 97 N  
 Kelowna, BC

DRAWING TITLE  
**CONCEPTUAL LANDSCAPE PLAN**

ISSUED FOR / REVISION

1	22.06.10	Review
2	23.01.18	Review
3		
4		
5		

PROJECT NO: 21-119  
 DESIGN BY: KMW/PH  
 DRAWN BY: MC  
 CHECKED BY: FB  
 DATE: JAN. 18, 2023  
 SCALE: 1:250  
 PAGE SIZE: 24"x36"

SEAL



DRAWING NUMBER

**L1 / 2**

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BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
<b>TREES</b>			
ACER RUBRUM 'FRANK JR.'	REDPOINTE MAPLE	5	6cm CAL
CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL EUROPEAN HORNBEAM	13	6cm CAL
SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE ILIAC	11	6cm CAL
<b>SHRUBS</b>			
BERBERIS THUNBERGII 'MONOMB'	CHERRY BOMB BARBERRY	49	#02 CONT. /1.2M O.C. SPACING
CORNUS SANGUINEA 'MIDWINTER FIRE'	MIDWINTER FIRE DOGWOOD	31	#02 CONT. /1.5M O.C. SPACING
EUONYMUS ALATUS 'SELECT'	FIRE BALL BURNING BUSH	49	#02 CONT. /1.2M O.C. SPACING
JUNIPERUS 'IDYLLWILD'	IDYLLWILD JUNIPER	18	#02 CONT. /2.0M O.C. SPACING
MAHONIA AQUIFOLIUM	OREGON GRAPE HOLLY	49	#02 CONT. /1.25M O.C. SPACING
PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	31	#02 CONT. /1.5M O.C. SPACING
PINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	71	#02 CONT. /1.0M O.C. SPACING
PINUS SYLVESTRIS 'GLAUCA NANA'	DWARF BLUE SCOTCH PINE	22	#02 CONT. /1.8M O.C. SPACING
SPIRAEA BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	71	#02 CONT. /1.0M O.C. SPACING
<b>PERENNIALS, GRASSES &amp; VINES</b>			
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	85	#01 CONT. /1.0M O.C. SPACING
EUPATORIUM DUBIUM 'LITTLE JOE'	LITTLE JOE DWARF JOE PYE	38	#01 CONT. /1.5M O.C. SPACING
HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	105	#01 CONT. /0.9M O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	59	#01 CONT. /1.2M O.C. SPACING
PEROVSKIA ATROPICIFOLIA	RUSSIAN SAGE	85	#01 CONT. /1.5M O.C. SPACING

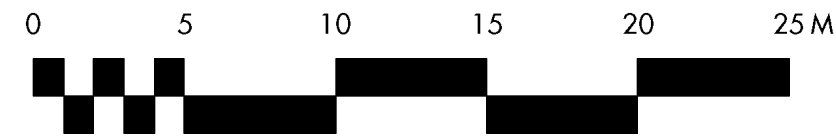
- NOTES**
- PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CANADIAN LANDSCAPE NURSERY STANDARD. ALL OFFSITE WORKS TO MEET THE REQUIREMENTS OF THE CITY OF KELOWNA BYLAW 7900.
  - ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
  - TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm WOOD MULCH OR ROCK.
  - TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
  - TURF AREA FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150 DEPTH PF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
  - SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.

**SCHEDULE C**

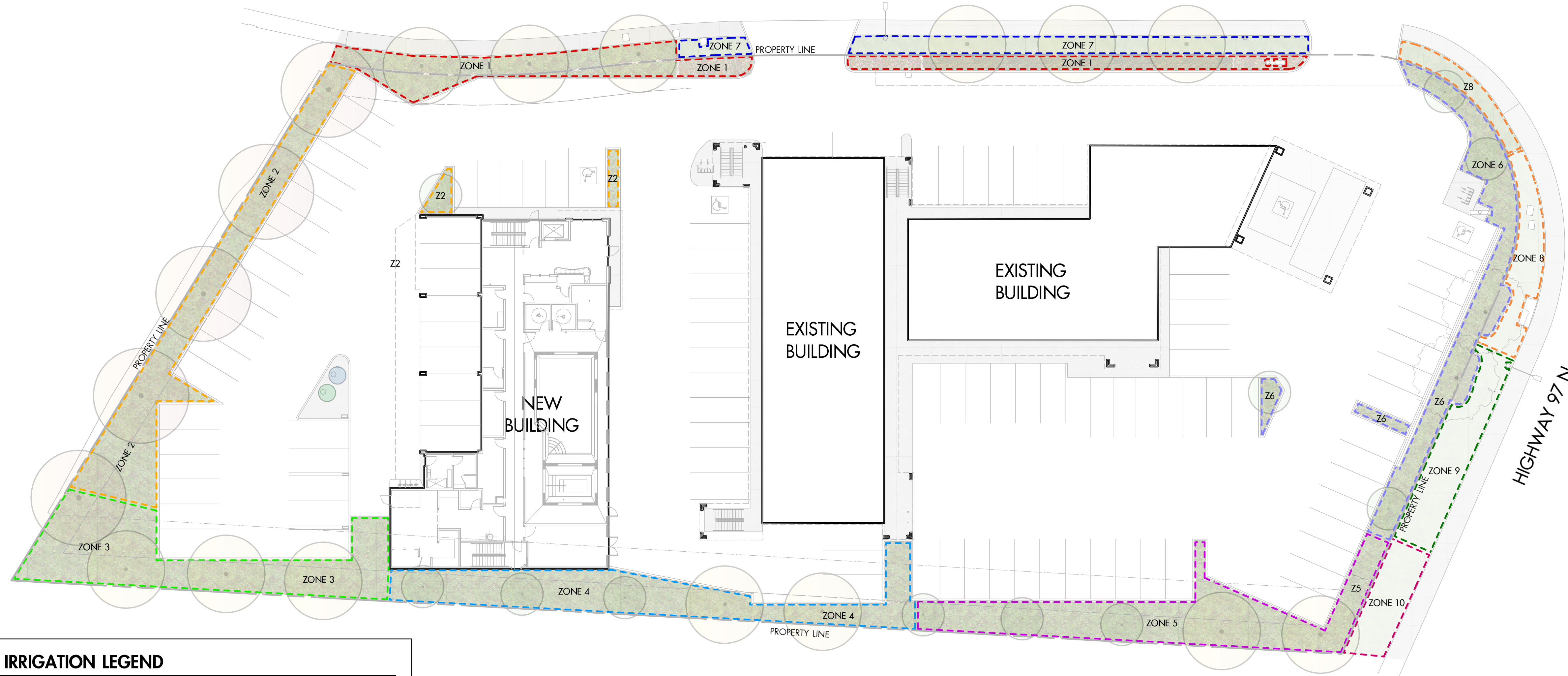
This forms part of application  
 # DP22-0177

Planner Initials **JJ**





COMMERCE AVENUE



**IRRIGATION LEGEND**

- ZONE #1:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 194 sq.m.  
 MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 65 cu.m.
- ZONE #2:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 202 sq.m.  
 MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 67 cu.m.
- ZONE #3:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 207 sq.m.  
 MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 69 cu.m.
- ZONE #4:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 190 sq.m.  
 MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 63 cu.m.
- ZONE #5:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 205 sq.m.  
 MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 68 cu.m.
- ZONE #6:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
 TOTAL AREA: 160sq.m.  
 MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 53 cu.m.
- ZONE #7:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
 TOTAL AREA: 104 sq.m.  
 MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
 ESTIMATED ANNUAL WATER USE: 89 cu.m.
- ZONE #8:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
 TOTAL AREA: 86 sq.m.  
 MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
 ESTIMATED ANNUAL WATER USE: 74 cu.m.
- ZONE #9:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
 TOTAL AREA: 83 sq.m.  
 MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
 ESTIMATED ANNUAL WATER USE: 71 cu.m.
- ZONE #10:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
 TOTAL AREA: 51 sq.m.  
 MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
 ESTIMATED ANNUAL WATER USE: 44 cu.m.

**IRRIGATION NOTES**

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

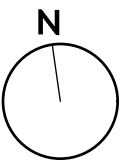
**WATER CONSERVATION CALCULATIONS**

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 889 cu.m. / year  
 ESTIMATED LANDSCAPE WATER USE (WU) = 664 cu.m. / year  
 WATER BALANCE = 225 cu.m. / year  
 \*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

**SCHEDULE C**

This forms part of application  
 # DP22-0177

Planner Initials **JL**



PROJECT TITLE  
**SUPER 8 HOTEL ADDITION**  
 2592 - Highway 97 N

DRAWING TITLE  
**WATER CONSERVATION/  
 IRRIGATION PLAN**

ISSUED FOR / REVISION	DATE	BY
1	22.06.10	Review
2	23.01.18	Review
3		
4		
5		

PROJECT NO	21-119
DESIGN BY	KW/PH
DRAWN BY	MC
CHECKED BY	FB
DATE	JAN. 16, 2023
SCALE	1:250
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

**L2/2**

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## FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES


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

SECTION 6.0: RETAIL, COMMERCIAL AND INDUSTRIAL						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE <i>(1 is least complying &amp; 5 is highly complying)</i>	N/A	1	2	3	4	5
<b>6.1 General Guidelines</b>						
<b>6.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
a. Orient the long side of each building to be parallel to the public street.			x			
b. Locate entries to be visible and directly accessible from the public street.				x		
c. For buildings fronting highways, entries can be located away from the street, as long as there is a direct pedestrian connection to the site.					x	
d. Avoid blank walls adjacent to the highway, streets, walkways, parks, or other amenity spaces.				x		
<b>6.1.2 Site Planning and Landscaping</b>	N/A	1	2	3	4	5
a. Locate buildings to ensure good sight lines for vehicular and pedestrian traffic.						x
b. Provide direct, safe, continuous, and clearly defined pedestrian access from public sidewalks, parking areas, and transit stops to building entrances.						x
c. Use large canopy trees to define the public realm (e.g. at the sidewalk and property edge facing the street)						x
d. Distribute trees and landscaping throughout the site in order to: <ul style="list-style-type: none"> <li>• Soften property edges facing the street;</li> <li>• Define internal roads, pedestrian routes, and open spaces;</li> <li>• Create pleasant pedestrian conditions;</li> <li>• Screen parking, loading, service, and utility areas;</li> <li>• Manage stormwater on-site; and</li> <li>• Break up large rows of parking by substituting a parking stall with a canopy tree in planter every 8-10 parking stalls;</li> </ul>					x	
e. Provide on-site bio-retention facilities (e.g. bioswales, rain gardens) to collect, store and filter stormwater from parking areas.	x					
f. Use permeable materials such as paving blocks or permeable concrete in parking areas to maximize rainwater infiltration.		x				
g. Pedestrian pathways should provide clear sight lines and connect the following: <ul style="list-style-type: none"> <li>• Parking areas to building entrances;</li> <li>• Main building entrances to public sidewalks (where applicable);</li> <li>• Main building entrances to transit stopes (where applicable);</li> <li>• Between buildings on adjacent lots.</li> </ul>					x	

**ATTACHMENT B**

This forms part of application # DP22-0177

Planner Initials **JL**



City of Kelowna  
DEVELOPMENT PLANNING



h. Provide separation between vehicular routes (especially truck access/loading) and pedestrian routes on-site to avoid conflict and distinguish pedestrian routes from driving surfaces by using varied paving treatments and/or raising walkways to curb level.				x		
i. Base new development on an internal circulation pattern that allows logical movement throughout the site and that will accommodate, and not preclude, intensification over time.						x
<b>6.1.3 Site Servicing, Access, and Parking</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Design site accesses to provide the potential for future shared access with neighbours and to minimize curb cuts.	x					
b. Where practical, link access drives and parking lots of adjacent properties in order to allow for circulation of vehicles between sites.	x					
c. The preferred location for main parking areas is at the rear and/or side of the building. Avoid locating large parking areas between the building and the street.					x	
d. Where parking areas are visible from the street, screen them using strategies such as tree planting, berming, low walls, decorative fencing and/or hedging.						x
e. Break parking areas into smaller blocks defined by landscaping in order to minimize the amount of paved areas.					x	
f. Locate loading, utilities, mechanical equipment and garbage collection areas away from public view by: <ul style="list-style-type: none"> <li>Integrating these facilities into the footprint of the building; or</li> <li>Screening using fencing, walls, and/or landscaping</li> </ul>						x
g. Provide areas for temporary snow storage that do not conflict with site circulation, landscaping, and access to utility boxes. For example, by providing access via a lane away from public view.						x
<b>6.1.4 Building Articulation, Features, and Materials</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Avoid facing unarticulated facades to the street and use projections, recesses, arcades, awnings, color, and texture to improve the pedestrian experience					x	
b. Design primary entrances to face the street, exhibit design emphasis, and provide weather protection by means of canopy or recessed entry.					x	
c. Design buildings such that their form and architectural character reflect the building's internal function and use (e.g. an industrial building, a large format retail mall).						x
d. Design signage as an integral element of the building's façade and to be compatible in scale and design with the design, color and material of the building.						x
e. Allow for brand identification where there are multiple buildings and uses on a site, but avoid individual corporate image, color, and signage back-lit signs from dominating the site.						x
f. Locate, size and design ground-mounted signs to be oriented to pedestrians as opposed to vehicles.			x			

**ATTACHMENT B**

This forms part of application  
# DP22-0177

Planner Initials **JL**

City of Kelowna  
DEVELOPMENT PLANNING



g. Provide shielded, down lighting to provide security and ambient lighting while minimizing light pollution and spill over lighting into adjacent properties.					x
h. Provide weather protection at building entrances close to transit stops, and in areas with pedestrian amenities.					x
i. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.				x	
j. Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.					x

**ATTACHMENT**      **B**

This forms part of application  
# DP22-0177     

Planner Initials



City of  
**Kelowna**  
DEVELOPMENT PLANNING





City of  
Kelowna

DP22-0177  
2592 Hwy 97 N



# Purpose

- ▶ To issue a Development Permit for the form and character of a hotel.



# Development Process



Aug 29, 2022

Development Application Submitted



Staff Review & Circulation



Jan 9, 2023

Zoning Adoption



Development Permit Consideration



Building Permit

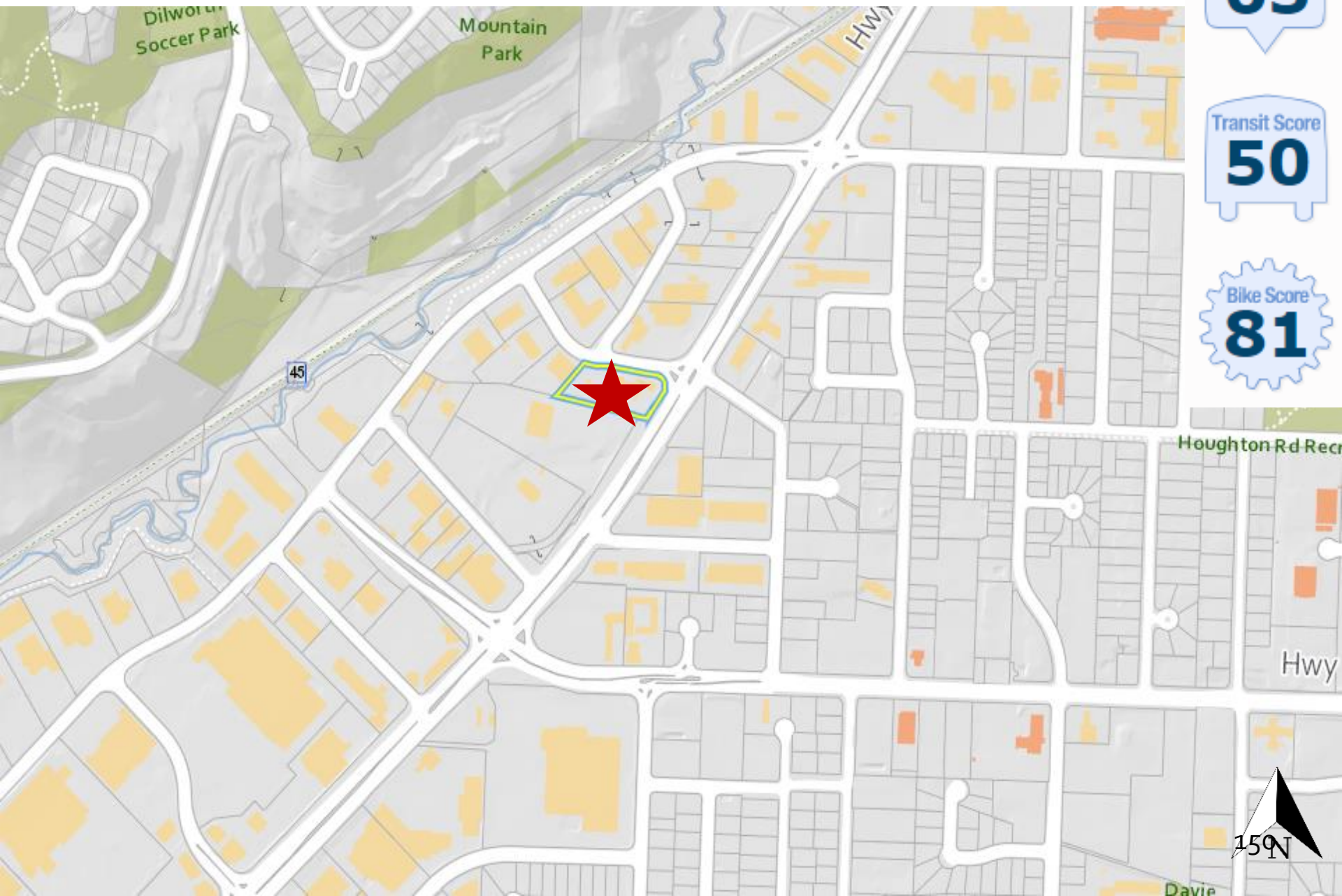


Feb 6, 2023



Council Approvals

# Context Map



Walk Score  
**65**

Transit Score  
**50**

Bike Score  
**81**



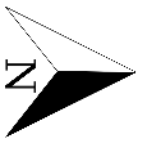


# Subject Property Map



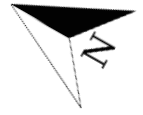


# Site Photos





# Site Photos

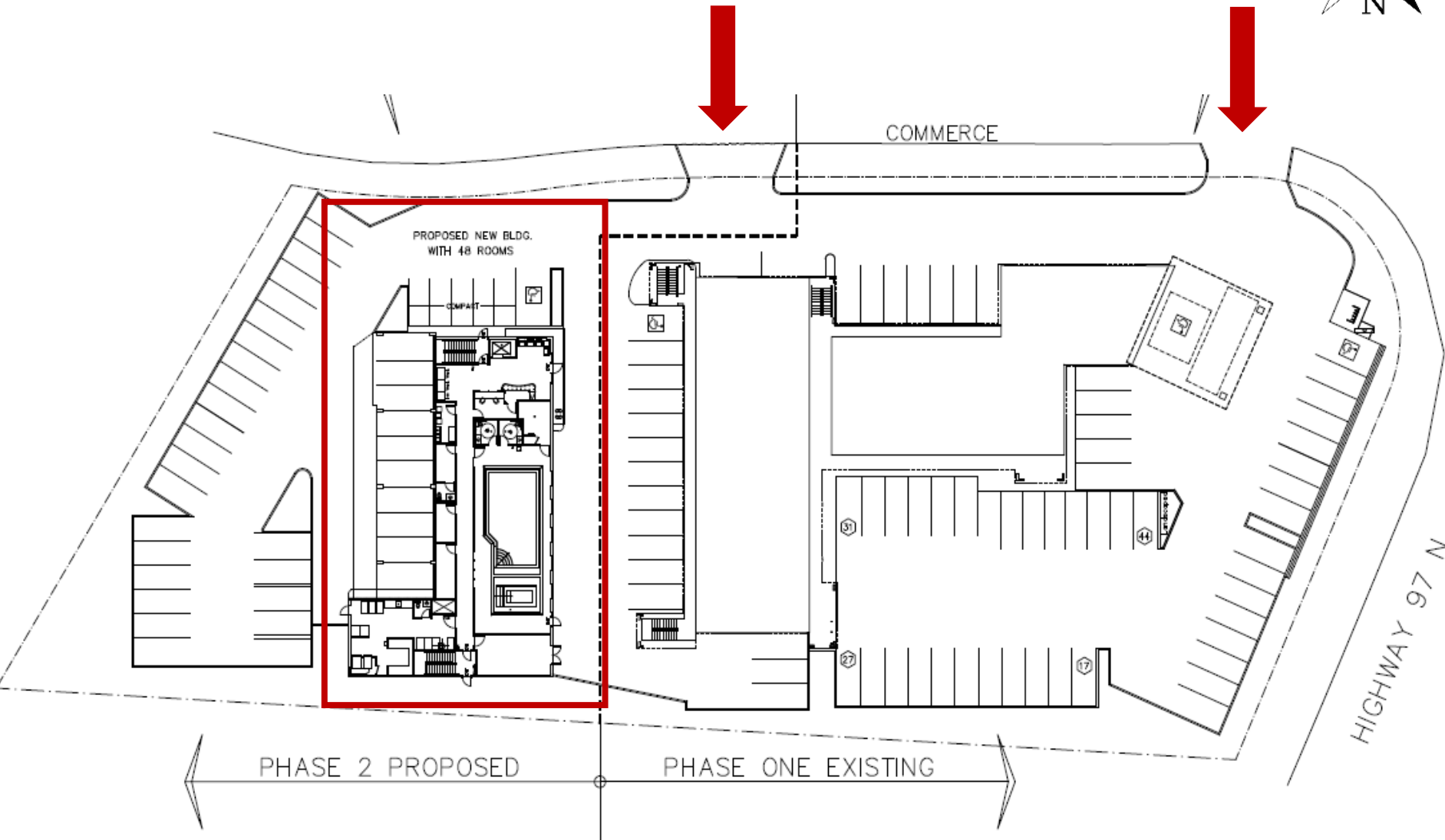


# Technical Details

- ▶ CA1 – Core Area Mixed Use
  - ▶ 48 new units & amenity area
    - ▶ 110 total on-site
  - ▶ 5 storeys in height
  - ▶ 111 Parking Stalls
  - ▶ 14 Bicycle Parking Stalls
  - ▶ 29 Trees added



# Site Plan



# Elevation – North





# Elevation – West



# Elevation – South

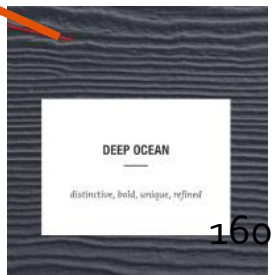
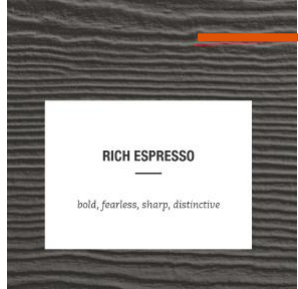
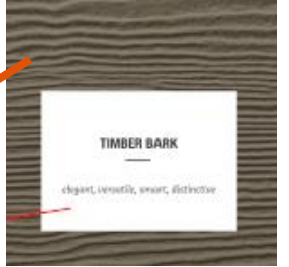




# Elevation – East

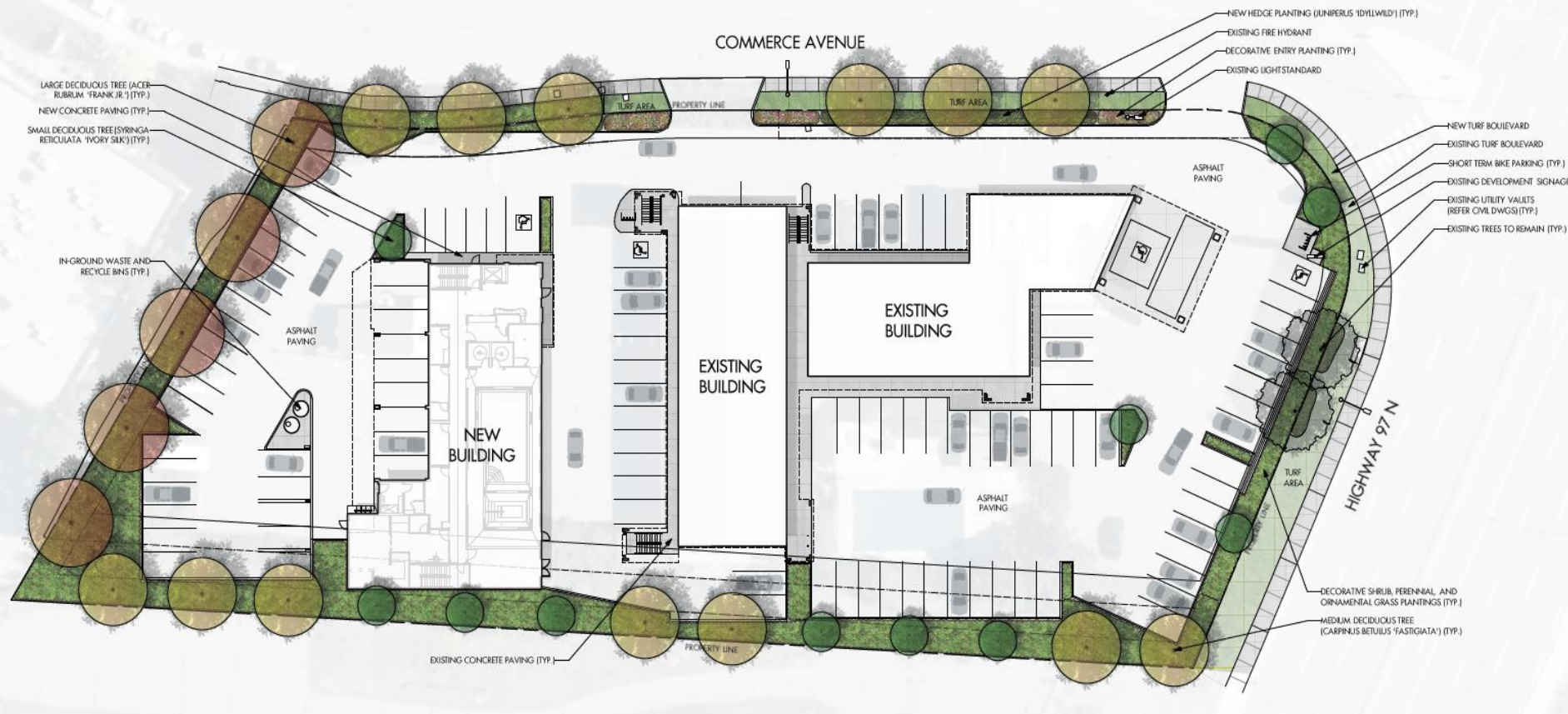


# Materials Board





# Landscape Plan



# Rendering – SW





# OCP Design Guidelines

- ▶ Incorporate natural building materials
- ▶ New development should allow logical movement throughout the site
- ▶ Screen parking areas with tree plantings
- ▶ Locate loading, utilities, mechanical and garbage away from public view

# OCP Policies

- ▶ Policy 5.6.5: Protect Commercial Space
  - ▶ Support the intensification on underutilized land, such as surface parking lots.



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed Development Permit as it:
  - ▶ Aligns with OCP Chapter 5 Policies
  - ▶ Meets majority of OCP Design Guidelines

# Report to Council



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Umo electronic transit fare collection system  
**Department:** Integrated Transportation

---

**Recommendation:**

THAT Council receives, for information, the report from Integrated Transportation dated February 6, 2023, regarding transit fare policy updates ahead of implementation of BC Transit’s electronic fare collection system, Umo;

AND THAT Council approve the replacement of monthly passes with a 30-day pass and the revised transfer policy proposed by BC Transit.

**Purpose:**

To inform Council of transit fare policy changes required to support implementation of BC Transit’s Umo, electronic fare collection system.

**Background:**

BC Transit is preparing to launch a new electronic fare collection system, called Umo, across the province. Umo will be implemented in the Kelowna Regional Transit System in late 2023 and will allow customers to pay their fare using a mobile app, reloadable smart card as well as credit and debit cards, and cash. To facilitate this new system, BC Transit requires Kelowna Regional Transit partner communities to approve updates to select transit fare policies, which are generally a local government responsibility and are included in local annual operating agreements with BC Transit. A report on these changes has been provided by BC Transit, attached as Attachment A.

**Discussion:**

As part of Umo, BC Transit is seeking to introduce four (4) specific fare policy changes in the Kelowna Regional Transit System. Two of these policy changes are presented for information to local government partners:



**Refunds:** Full refunds will be available for unused fare products purchased by the customer. No refunds will be made available for any partially used or expired fare products. Refunds will be available on stored value amounts on personal Umo accounts of greater than ten dollars.

**Fare Product Expiration:** Pre-purchased packs of 10 rides (previously tickets), or portions thereof, and DayPASS fare products will expire after 365 days from the date of purchase.

BC Transit seeks to introduce the following two (2) fare policy changes that require local government approval: 30-Day Pass; The current calendar-based monthly pass products will be converted to a more flexible 30-day pass which can be purchased at any time of the month and remain valid for 30 days rather than expiring at the end of the month. This change is expected to result in an increase to annual fare revenue of 0.65%.

**Transfer Policy:** Paper transfers available on-board buses may currently be used without restriction to the number of transfers made within 90-minutes of the original fare payment or product use. The revised policy will restrict transfers to use on the next connecting bus within 90-minutes of the original fare payment or product use. Within Umo, digital transfers will also be available to riders who purchase and use fare products through the application.

**Conclusion:**

Through the introduction of Umo in the Kelowna Regional Transit System, BC Transit will replace the current antiquated fare system with a solution that provides customers with new convenient ways to purchase and use transit fare products. To provide the best possible experience for customers regardless of where Umo is used, BC Transit aims to introduce universal fare policies across the province. Changes to fare policies required to support the launch of Umo locally include those effecting fare product refunds, and expiration period, transfer policy changes and changes to the structure of month passes. Umo will launch in the Kelowna Regional Transit System in late 2023 at which time fare policy changes will be enacted.

**Internal Circulation:**

Communications Coordinator - Infrastructure  
Revenue Supervisor

**External Circulation:**

Senior Manager, Government Relations, BC Transit

**Financial/Budgetary Considerations:**

Projected less than 1% increase to transit fare revenues resulting from implementation of a 30-day passes in replace of current month passes.

**Considerations not applicable to this report:**

Communications Comments:

Existing Policy:

External Agency/Public Comments:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

**Submitted by:** M. Kittmer, Transit Service Coordinator

**Reviewed by:** J. Dombowsky, Transit and Programs Manager

**Approved for inclusion:** M. Logan, Infrastructure General Manager

Attachment 1 - UMO Fare Policy Changes - City of Kelowna

Attachment 2 - UMO Fare Policy Changes

cc: Divisional Director, Corporate Strategic Services  
Divisional Director, Financial Services  
Divisional Director, Partnership & Investments  
Divisional Director, Planning & Development Services.



# Umo and Fare Policy Updates

City of Kelowna – January 10, 2023

BC Transit has prepared this report for information and approval by the City of Kelowna in efforts to prepare for the introduction of the Umo fare collection technology in the Kelowna Regional Transit System.

## 1. Project and Solution Overview

In 2023, BC Transit will enter the next phase of its Electronic Fare Collection System project by introducing the Umo fare technology platform in 30 transit systems across the province. The Umo solution, provided by Cubic Transportation Systems, is being implemented to replace the existing, end-of-life fare collection equipment and technology and provide customers with new convenient ways to purchase and use their fares. A suite of new payment methods will be introduced to replace current magstripe passes and paper tickets following the successful introduction of Umo. Importantly, cash will remain as a payment option for those riders that choose or need to use it.

With Umo, customers will be able to pay for their fare using a mobile app that comes with additional features like trip planning and real-time bus location updates, or with a reloadable smart card that can be managed through a customer website or topped up at retail vendor locations. On the bus, new fare validators will be installed, and riders will present their mobile app or reloadable smart card for fare verification. In the near future, riders will also be able to tap their credit or debit card onboard to pay their fare when boarding. For BC Transit and its local government partners, Umo will be a new source of data on fare usage and transit ridership that will be used to inform future recommendations on fare policy and service delivery.

The customer experience with using Umo is at the centre of BC Transit's planning to introduce the new technology. As a part of this, BC Transit will be introducing a new dedicated Umo customer support centre upon launch that will assist customers with addressing questions, managing their accounts, and resolving any issues. As it relates to its local government partners, BC Transit is seeking to introduce universal fare

policies across the province to ensure that customers have the best possible experience and receive the maximum benefits of Umo regardless of where they use it.

## 2. Fare Policies – For Information

As part of Umo, BC Transit is introducing the following universal refund policy to provide a consistent customer experience and enable effective customer support through the dedicated call centre.

### Refunds

Through reviewing existing refund policies in place across the province and researching examples of refund policies throughout the public transportation industry, BC Transit is adopting the following universal refund policy for use with Umo:

*Full refunds are available for unused fare products purchased by the customer. No refunds will be made available for any partially used or expired fare products. Refunds will be available on stored value amounts of greater than ten dollars.*

Importantly, product usage information is available through Umo and will be referenced as part of the verification of refund eligibility.

### Fare Product Expiration

To encourage ridership and to protect local government partners from growing stale deferred revenue balances, BC Transit will be introducing an expiration policy for fare products types where this was previously not feasible. As such:

*Pre-purchased packs of 10 rides (previously tickets), or portions thereof, and DayPASS fare products will expire after 365 days from the date of purchase.*

Expiry information is to be included in the product description within the various Umo components and upon expiration the outstanding deferred revenue balance would be realized by the associated local government partner's realized revenue account and be included within the appropriate monthly adjustment.



### 3. Fare Policies – For Approval

Similar to the section above, BC Transit is looking to introduce the following policies to provide an optimal customer experience with Umo. As these policies relate to items within the Annual Operating Agreement between BC Transit and the City of Kelowna, they are being presented for approval.

#### 30-Day Pass

To improve the customer experience within Umo, BC Transit is recommending that current calendar-based monthly pass products be converted to more flexible 30-day passes. For customers, the 30-day pass can be purchased and used at any time in the month, removing the need to wait for the start of a month as is the case with the current product. The 30-day pass can also be set up to be automatically repurchased to a customer's account, removing the need to repurchase a new pass monthly.

For the City of Kelowna, the 30-day pass creates more opportunities for riders to transition to a product that will encourage increased transit ridership. It will also result in a marginal increase in transit fare revenues through the creation of an additional five days of pass revenue annually (30-day pass times twelve months equals 360 days). For the Kelowna Regional Transit System, the increase will be approximately an additional 0.65% of fare revenue annually.

#### Transfer Policy

As part of the configuration of the Umo solution, BC Transit is required to establish a universal transfer policy to be applied across all transit systems with an existing transfer policy. As this policy is under the authority of local government partners, BC Transit went through a significant review and consultation process with its partners in Spring 2022 that included:

- Review of existing transfer policies in BC Transit systems
- Review of industry best practices for transfer policies
- Host an open webinar for partners to outline the options, considerations, and recommendations
- Seek partner feedback and approval through digital survey
- Receive endorsement from BC Transit executive on recommendations

From the consultation, the following transfer policy was established as most appropriate for BC Transit systems and is being presented to the City of Kelowna with a request for approval:

*Transfers are available for use on the next connecting bus within 90 minutes of the original fare payment or product use.*

When considering the impact on riders in the Kelowna Regional Transit System, the existing policy largely aligns with the proposed policy, albeit with no restrictions on the number of transfers within the 90-minute time period. Given this, it is anticipated that the impact on riders will be negligible and limited to those riders making multiple trips within 90 minutes of their first boarding. For the City of Kelowna, the use of transfers within Umo will enable tighter controls on appropriate use of transfers when compared to the current use and enforcement of paper transfers. It is also important to note that BC Transit’s fare strategy, which is used to guide recommendations on fare policy to its local government partners, proposes the removal of transfers and use of the onboard-purchased DayPASS fare product in its place.

## 4. Updated Fare Structure

### Kelowna Regional Transit System

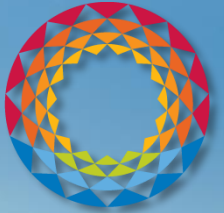
Current Fare Types	New Fare Types in Umo
Cash	Single Ride
Adult/College Tickets	Adult/College 10 Rides
Senior/Student Tickets	Senior/Student 10 Rides
DayPASS	DayPASS
Adult Monthly Pass	Adult 30-Day Pass
College Monthly Pass	College 30-Day Pass
Senior/Student Monthly Pass	Senior/Student 30-Day Pass
College Semester Pass	College Semester Pass



## 5. Recommendation

It is recommended that the City of Kelowna:

1. Receive the following as INFORMATION:
  - a. Universal refund policy for use with Umo being:
    - i. Full refunds are available for unused fare products purchased by the customer. No refunds are available for any partially used or expired fare products. Refunds are available on stored value amounts of greater than ten dollars.
  - b. Universal fare product expiration policy for use with Umo being:
    - i. Pre-purchased packs of 10 rides (previously tickets), or portions thereof, and DayPASS fare products will expire after 365 days from the date of purchase.
2. APPROVE the following:
  - a. Adoption of the 30-Day Pass fare in place of existing monthly pass fare.
  - b. A revised transfer policy being:
    - i. Transfers are available for use on the next connecting bus within 90 minutes of the original fare payment or product use.



City of  
**Kelowna**

# Umo Fare Policy Changes

February, 2023



# Purpose

To inform Council of transit fare policy changes required to support implementation of BC Transit's *Umo* electronic fare collection system.

# Electronic Fare Collection System (Umo)

- ▶ Introduce new contactless ways to pay.
- ▶ Increased customer convenience.
- ▶ System design and integration Underway.
- ▶ Local implementation fall 2023.





# Electronic Fare Collection System (Umo)

Improve planning and decision making:

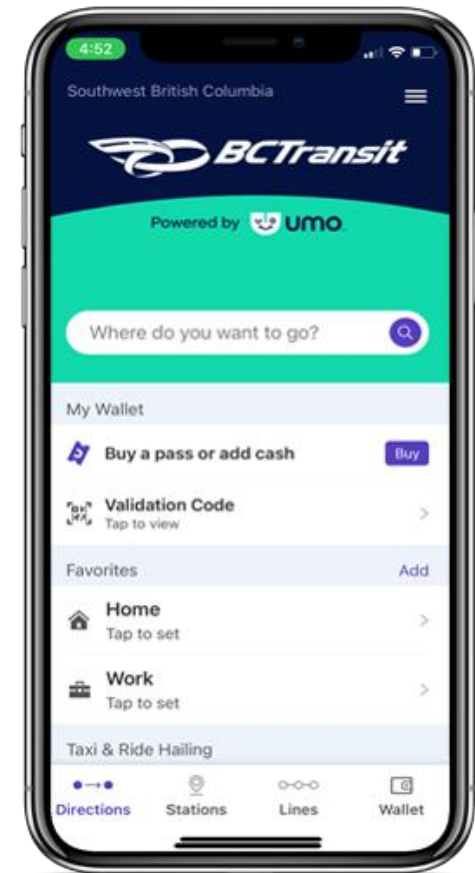
A new source of data on fare usage and transit ridership to inform future recommendations on fare policy & service delivery.



# Why Fare Policy Changes?

Align policy to the Umo fare collection technology by introducing universal fare policies across the province.

To ensure that customers have the best possible experience and receive the maximum benefits of Umo regardless of where they use it.





# Fare Policy Changes

For Information:

1. Refund policy
2. Product expiration

For Approval:

1. 30-Day Pass
2. Transfer policy



# Recommendations

THAT Council approve the replacement of month pass options with 30-day passes and the revised transfer policy.





# Report to Council



**Date:** February 6, 2023  
**To:** City Council  
**From:** City Manager  
**Subject:** Investing in Canada Infrastructure Program (ICIP) Grant Application  
**Department:** Infrastructure Division

---

## **Recommendation:**

THAT Council receives for information, the report from the Infrastructure Division dated February 6, 2023, with respect to BC Transit's Investing in Canada Infrastructure Program (ICIP) grant applications;

AND THAT Council authorizes the Infrastructure General Manager to send a letter of Council's support of BC Transit's ICIP funding applications for 1) refurbishment of the Hardy Street transit facility, and 2) further planning work for the new Hollywood Road transit facility.

## **Purpose:**

To secure grant funding for public transit by providing letters of support for BC Transit's ICIP funding submissions for refurbishment of the Hardy Transit Centre and planning/design work for the new Hollywood Road Transit Centre.

## **Background:**

BC Transit and the City of Kelowna recently completed a 25-year Operations and Maintenance Facility Master Plan which provided several investment scenarios to facilitate anticipated fleet expansion and the introduction of battery electric buses into the system.

The current Kelowna Regional Transit System (KRTS) fleet is comprised of 109 buses that include a mix of heavy-duty (69), medium-duty (5), and light-duty (35) vehicles. The most recent Transit Future Plans have identified the need for 20 additional buses and 50,000 service hours over the next seven years - with a forecast need for an additional 100 buses over the next 25 years. Core to BC Transit's Low Carbon Fleet program, and the CleanBC Plan, is a 10-year fleet strategy to replace existing buses with battery electric buses and restrict fleet expansion to battery electric buses only. BC Transit will be working with Local government partners to plan for battery electric bus deployments in the 2023/24 fiscal year, subject to availability of federal funding and vehicles.

The existing Hardy Street Transit facility has reached its useful life without additional investment. The facility was built by BC Transit in 1998 and was designed to support 70 conventional vehicles. The site



currently supports a fleet of 109 buses, far above its original design capacity. The land for the Hardy facility is owned by the City of Kelowna leased to BC Transit. Both parties agree that it is necessary to extend the operations at the Hardy facility until the planned new transit facility is ready for service.

In early 2022 the City of Kelowna was successful in their application to remove a 16.2 acre parcel of the 4690 Hwy 97 (Hollywood Road) property from the Agricultural Land Reserve and steps are being taken to define the area to support construction of a new O&M centre as well as road access and egress.

**Discussion:**

Hardy Transit Facility Refurbishment Project

To support transit service growth, including the introduction of battery electric buses over the next 5-7 years, the following actions are proposed:

- Retain and upgrade the Hardy Transit Centre (up to 130 buses) until the Hollywood Road Facility is in service,
- Modernize the current location to support the deployment of battery electric buses and enable fleet expansion prior to the second Hollywood Road centre becoming operational,
- Develop a master plan for the new facility at Hollywood Road with an initial fleet size of 150 buses, increasing to 230 buses over time.

The Hardy Street refurbishment project is budgeted to cost \$4,000,000 inclusive of up to \$285,000 to prepare the ICIP application. The costs of charging equipment infrastructure will be funded separately through vehicle lease fees. Ultimately, the Hardy Transit Refurbishment Project will consist of refurbishment of existing buildings, and adding equipment with associated site improvements, to support deployment of up to 40 battery electric buses.

Hollywood Transit Facility Planning and Design Project

The planning and design for a new facility is being advanced to prepare the project plan such that we can secure necessary federal funding. We expect that the new transit facility will require Provincial and Federal grant funding business cases. One of the ICIP applications associated with this report will help fund the background studies that will be required as part of the future grant funding business cases. The planning and design tasks are estimated to cost \$4 million. Ultimately, the Hollywood Transit Facility Planning and Design Project will consist of advancement of design options, development of Class C cost estimates, confirmation of Transit Facility characteristics and the eligible or ineligible project scope and costs, development of an engagement plan for public and Indigenous stakeholders, development of a preliminary Transit Facility delivery schedule, and preparation of a business case and subsequent federal funding application.

Funding

Under the current Investing in Canada Infrastructure Program (ICIP) costs eligible for federal funding are shared through a 20% local government contribution (in this case KRTS), 40% Province of BC contribution and 40% Government of Canada contribution. Cost sharing for the KRTS partners is determined by the total percentage of service hours delivered in each local government jurisdiction (Kelowna, Peachland, West Kelowna, WFN, Lake Country, RDCO). The City of Kelowna's share is currently at 75.67%. Based on this partner share and a \$4 million project cost, the City of Kelowna's

share is estimated at \$605,360 of the \$800,000 total local government partner cost. Local government costs are not due until project completion and can be paid either through amortization via the Annual Operating Agreement (AOA) or in a lump sum.

The ICIP program applications under the current program are required by March 31, 2023. A new program is being developed by the Federal government to continue capital funding for public transit projects however details are not yet available.

**Conclusion:**

BC Transit requests letters from the City of Kelowna providing support for BC Transit to submit two ICIP applications to the federal government:

- An ICIP application for the Hardy Transit Centre to refurbish the facility and support the implementation of battery electric buses.
- An ICIP application for the planning and design of the new Hollywood Transit Centre to complete the preliminary work necessary to develop designs and cost estimates for a future funding application.

**Internal Circulation:**

Financial Services  
Grants & Special Projects  
Strategic Land Development

**Considerations applicable to this report:**

Financial/Budgetary Considerations:

- Pending ICIP funding approval, the City of Kelowna's share of funding estimated at \$605,360 per project is payable upon project completion in 2024 or beyond.

**Considerations not applicable to this report:**

Communications Comments:

Existing Policy:

External Agency/Public Comments:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

**Submitted by:** M. Logan, Infrastructure General Manager

**Approved for inclusion:** D. Gilchrist, City Manager

**Attachments:** ICIP Grant Application Presentation

cc: Divisional Director, Corporate Strategic Services  
Divisional Director, Partnership & Investments  
Acting Divisional Director, Financial Services  
Divisional Director, Planning & Development Services



# Transit ICIP Grant Application

February 6, 2023

# Purpose

To endorse letters of support for BC Transit's ICIP funding submissions for:

- 1) Refurbishment of the Hardy Street Transit Centre.
- 2) Planning and design work for the new Hollywood Road Transit Centre.



# Transit Facility Master Plan

- ▶ 25-year Operations and Maintenance Facility Master Plan completed late 2022.
- ▶ Provided several investment scenarios to facilitate fleet and service growth and the introduction of battery electric buses.

# Immediate and Future Needs

- ▶ Current fleet comprised of 109 buses (69 heavy duty and 40 light duty).
- ▶ fleet growth of 20 buses (and 50,000 service hours) needed in the short term
- ▶ A facility to manage an additional 100 buses needed over the 25-year planning horizon





# Battery Electric Buses

- ▶ BC Transit's Low Carbon Fleet program and the CleanBC Plan is a 10-year fleet replacement and expansion centred around battery electric buses
- ▶ BC Transit working with local partners for battery electric bus deployments in the 2023/24 fiscal year,



# Current Hardy Street facility

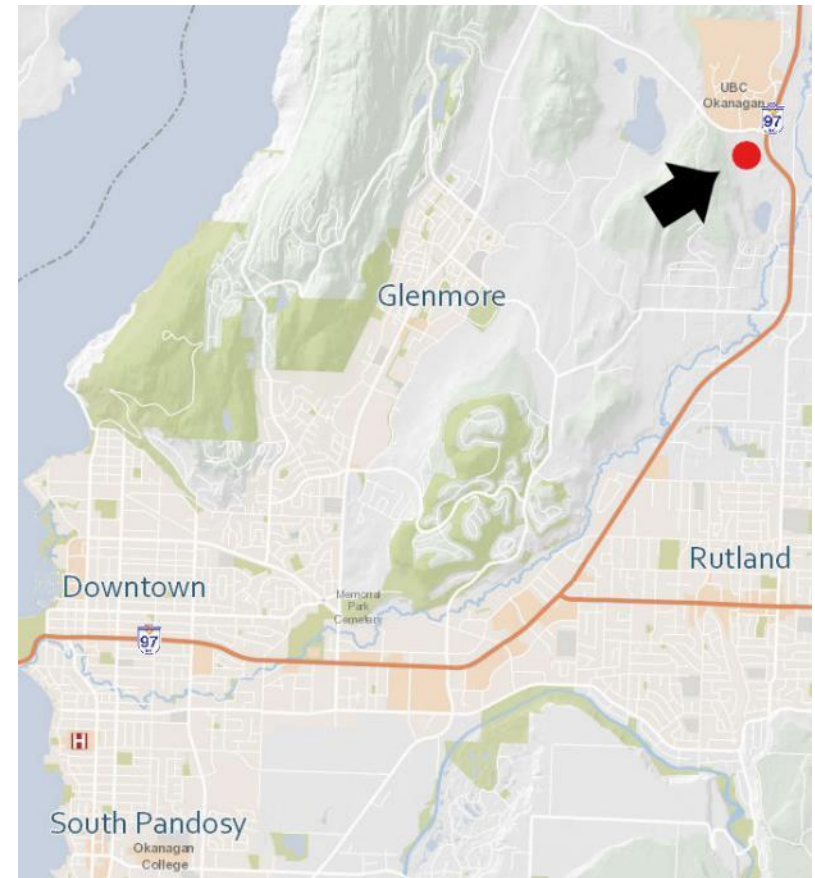
- ▶ Built in 1998
- ▶ Designed to support 70 buses
- ▶ Currently supporting a fleet of 109.
- ▶ Owned by the City and leased to BC Transit.
- ▶ Necessary to extend the Hardy facility until a new Hollywood Rd facility is ready





# Future Transit Facility Site

- ▶ Site successfully removed from ALR
- ▶ Work underway to develop the site and prepare a design



# Hardy Transit Facility Project

## ▶ Proposed actions

- ▶ Refurbish the Hardy Transit Centre to grow fleet up to 130 buses
- ▶ Modernizing to support the deployment of battery electric buses
- ▶ Refurbishment project is budgeted to cost \$4 million inclusive of up \$285,000 to prepare an ICIP application
- ▶ The costs of charging equipment infrastructure to be funded separately through vehicle lease fees (after federal funding)



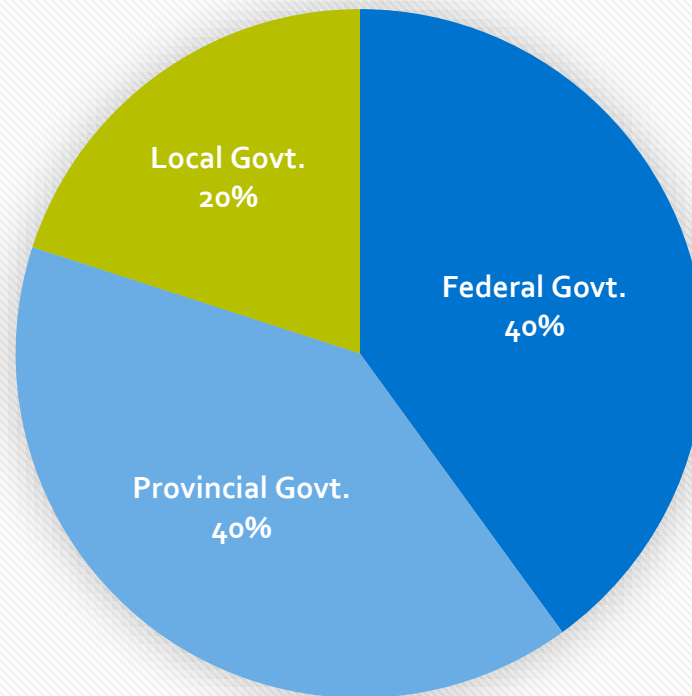
# Hollywood Road Facility Project

## ▶ Proposed Actions

- ▶ The planning and design project is estimated to cost \$4 million
- ▶ Prepare supporting engineering studies
- ▶ Advance design options
- ▶ Confirmation of facility characteristics and the eligible or ineligible project scope and costs
- ▶ Development of an engagement plan for public and Indigenous stakeholders
- ▶ Development of a preliminary delivery schedule,
- ▶ Development of Class C cost estimates,
- ▶ Preparation of a business case and subsequent federal funding application.

# Project Cost Sharing

ICIP funded project cost sharing



■ Federal Govt. ■ Provincial Govt. ■ Local Govt.



# Funding

- ▶ Local cost sharing is determined by service hours per community (Kelowna, Peachland, West Kelowna, WFN, Lake Country, RDCO)
- ▶ City of Kelowna's share currently at 75.67%.
- ▶ Cost share estimated at \$605,360 of the \$800,000 total local government partner cost. Provincial \$1.6M and Federal \$1.6M
- ▶ ICIP Application deadline March 31, 2023

# Summary

BC Transit requests letters from the City of Kelowna providing support for BC Transit to submit two ICIP applications:

- 1) An ICIP application for the Hardy Transit Centre to refurbish the facility and support the implementation of battery electric buses.
- 2) An ICIP application for the planning & design work for the new Hollywood Transit Centre required to support the future funding proposal.





# Report to Council



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Destination Development Grant Funding – Island Stage  
**Department:** Sport & Event Services

---

**Recommendation:**

THAT Council receives, for information, the report from the Event Development Supervisor dated February 6, 2023, with respect to the Destination Development grant funding;

AND THAT Council directs staff to apply for grant funding for the Island Stage Rejuvenation Project through the Destination Development Fund;

AND THAT Council support staff to execute all documents necessary to complete the grant, if successful;

AND FURTHER THAT, if the grant is successful, the 2023 Financial Plan be amended to include the receipt of grant funds, and \$250,000 of funds from the City’s Partnership Opportunity Reserve R123.

**Purpose:**

To provide Council with an overview of the Destination Development Grant (DDG) program and receive Council endorsement to apply for DDG funding for the Island Stage Rejuvenation Project.

**Background:**

Island Stage, located in Waterfront Park, is the focal point for many of the City’s outdoor events. The stage was constructed in the early 1990’s and is situated on a small man-made lagoon accessible via two suspended concrete walkways. A grass covered bowl provides an informal amphitheater for viewing performances. Though one of Kelowna’s premier event spaces, the facility has several constraints and functional issues that prevent it from realizing its full potential as an event hosting site. Industry professionals have commented on the lack of festival space, stage and storage space, accessibility, and aging infrastructure that make it difficult to host events.

In 2022, Council approved budget for a facility assessment and updated conceptual design for potential upgrades to the Island Stage area. Project consultation is currently underway with accessibility, safety,



and flexibility included as key factors for consideration. Outcomes of the consultation process include conceptual site design, technical recommendations, estimated construction costs, and suggested performance infrastructure.

An opportunity for provincial funding through the Province of BC's Destination Development Fund (DDF) recently became available. The DDF aims to invest in projects that foster distinct and global destinations, strengthen year-round economy, increase community vibrancy and resident support for tourism, and support sustainability, accessibility, and inclusion. Staff submitted an initial expression of interest to the DDF for the Island Stage Rejuvenation Project and the City of Kelowna was subsequently invited to proceed to stage 2 of the application process and submit a full DDF application with a maximum request of \$1M.

As part of the full grant application, a Council resolution is required to demonstrate support for the project and funding.

### **Discussion:**

Conceptual design of Island Stage is proposed to be a phased approach to ensure fiscal responsibility by allowing appropriate time to explore funding sources including, but not limited to, taxation, grants, sponsorships, and/or fundraising.

The grant application will address phase 1 of the project which will have an immediate impact on the ability to host larger events and festivals while still maintaining the flexibility needed for community activations that add to the vibrancy of Kelowna and boost visitor experience. Objectives that would be achieved with this funding include:

- increased spectator capacity and event space;
- improved accessibility and safety features, and;
- improved space for functional operations and logistics.

If successful, the DDF, along with the City's contribution from the Partnership Opportunity Reserve, will provide the required funding to expand the festival space and have an immediate impact on hosting events at Island Stage. The construction deadline for use of received Destination Development funding, as dictated by the grant parameters, is March 2025. Further enhancements and phases will be explored through future planning and additional funding opportunities.

### **Conclusion:**

A successful application to the Province of BC's Destination Development Fund will allow for an initial investment and improvement of Island Stage that will have an immediate impact on hosting larger, more significant events while working towards the objective to create an iconic event destination that sets the standard for all of Canada.

**Internal Circulation:**

Active Living & Culture  
Communications  
Financial Services  
Parks & Buildings Planning  
Partnerships & Investments

**Considerations applicable to this report:**

**Financial/Budgetary Considerations:** If the grant is successful, the 2023 Financial Plan be amended to include the receipt of grant funds, and \$250,000 of funds from the City's Partnership Opportunity Reserve R123.

**External Agency/Public Comments:** Consultation with adjacent property owners, residential strata, and the public will provide input to the overall conceptualization of a rejuvenation of Island Stage.

**Considerations not applicable to this report:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Communications Comments:**

Submitted by: C. Babcock, Event Development Supervisor

**Approved for inclusion:** J. Gabriel, Divisional Director, Active Living & Culture

cc:

D. Nicholas, Sport and Event Services Manager  
S. Johansson, Park and Landscape Planner  
M. Kam, Grant & Special Projects Manager  
M. Antunes, Financial Planning Manager





# Destination Development Fund – Island Stage

February 6, 2023



# Waterfront Park - Overview

- Concession plaza
- Waterfront promenade
- Beach area
- Man-made lagoons





# Island Stage - Overview



- Established early 1990's
- Informal amphitheater / grass berm
- Ideally located for events
- Underutilized event location
  - Aged infrastructure
  - Separated & small audience space
  - Lack of functional space & flexibility

# Island Stage – Proposed Changes



- Improved performance space
- Increased spectator capacity
- Improved accessibility & safety
- Improved functional space
- Enhanced park setting



# Island Stage – Next Steps



- DDF application due Feb. 9
- Community engagement & conceptual design
- Project implementation
  - Anticipated completion March 2025



Questions?



# Report to Council



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Lease and Operating Agreements: Kelowna Art Gallery Association and Kelowna Visual & Performing Arts Centre Society  
**Department:** Real Estate and Active Living and Culture

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**Recommendation:**

THAT Council receives, for information, the report from the Real Estate and Active Living and Culture departments dated February 6, 2023, with respect to the Lease and Operating Agreements between the City of Kelowna and the Kelowna Art Gallery Association, and the City of Kelowna and the Kelowna Visual & Performing Arts Centre Society;

AND THAT Council approves the Kelowna Art Gallery Association Lease and Operating Agreement as attached to the report from the Real Estate and Active Living and Culture departments dated February 6, 2023;

AND THAT Council approves the Kelowna Visual & Performing Arts Centre Society Lease and Operating Agreement as attached to the report from the Real Estate and Active Living and Culture departments dated February 6, 2023;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute the Lease and Operating Agreements and all documents necessary to complete this transaction.

**Purpose:**

To obtain approval from City Council for the Lease and Operating Agreements between the City of Kelowna and the Kelowna Art Gallery Association and between the City of Kelowna and the Kelowna Visual & Performing Arts Centre Society.

**Background:**

The City has created Lease and Operating Agreements with each of the Kelowna Art Gallery Association ("KAG") and the Kelowna Visual & Performance Arts Centre Society ("KVPACS") to set out the terms of the City's relationship with each based on shared common principles, establish a legal framework for responsibility and accountability by each party, and to establish a maintenance procedure for each of the facilities.

Throughout the preparation of the Lease and Operating Agreements, the parties have consistently acted in the spirit of collaboration, good faith, and with the shared goal of making high-quality cultural services and amenities available to the Kelowna community. Notwithstanding the collegial approach to these negotiations, the Lease and Operating Agreements prepared are comprehensive legal agreements and have undergone considerable internal review with relevant City stakeholders.

**Discussion:**

One of the most fundamental principles of these Lease and Operating Agreements is that the Kelowna Art Gallery and the Rotary Centre for the Arts, as operated by KVPACS, are to be operated and maintained in order to promote an appreciation of culture and the arts in Kelowna.

The KAG is an exhibition and gallery space that houses both historical and contemporary Canadian art. The society offers art classes and workshops for adults and teens in the fall and winter, and art camps during spring and summer breaks for children. In 2022 the KAG presented more than 350 educational programs and had 28,730 visitors. See attached Schedule C for additional information.

The Rotary Centre for the Arts is a multidisciplinary visual and performing arts centre whose purpose is to improve the economic, cultural, and social quality of life of the Kelowna community, through fostering participation in, and an appreciation of, the arts. The Rotary Centre for the Arts was the venue for more than 1,400 events in 2022 and saw 1,100 youth participate in various arts and culture programs. See attached Schedule D for additional information.

Building Services performed condition assessments on each of these facilities during the development of the Cultural Facilities Master Plan in 2021, summaries of which can be found in Schedule E.

There are benefits for the City, KAG, KVPACS, and especially the community, as we work collectively to ensure the efficient operation of these facilities, while concurrently maximizing community access to the programs and services they provide.

Lease and Operating Agreement Key Terms		
	Kelowna Art Gallery	Kelowna Visual & Performing Arts Centre
<b>Annual Grant</b>	\$511,000.00, increased annually by BC Consumer Price Index ("CPI")	\$333,300, increased annually by BC CPI
<b>Address</b>	1315 Water Street	421 Cawston Avenue
<b>Rent</b>	Nominal (\$1)	Nominal (\$1)
<b>Reserve Contribution</b>	\$18,000.00, increased annually by BC CPI	\$18,000.00, increased annually by BC CPI

Staff have worked closely with KAG and KVPACS to strengthen the Lease and Operating Agreements, in an effort to increase the clarity of the working relationship and set the expectations of both parties. The proposed agreements accomplish the following major points:



1. The City provides a five (5) year lease of each facility to KAG and KVPACS, who will operate the Kelowna Art Gallery and Rotary Centre for the Arts, respectively, and provide defined services to the public over a five (5) year term;
2. The City provides annual operating grants to KAG and KVPACS, adjusted annually based on the BC CPI;
3. KAG and KVPACS provide annual contributions to building reserves, adjusted annually based on the BC CPI, to be held by the City;
4. The City of Kelowna and the tenants are jointly responsible for the maintenance of the facilities, with their respective responsibilities outlined in Schedule "D" of each Lease and Operating Agreement;
5. KAG and KVPACS are fully responsible for all day-to-day operations, management decisions, and staffing their respective facilities;
6. Public access to the facilities are defined and assured over the life of the agreements;
7. The City is the legal owner of the facilities, all major equipment, most other property within each facility, and is the beneficial owner of the KAG art collection; and
8. KAG and KVPACS will provide appropriate support and work in collaboration with the many stakeholders operating in the community, to ensure the success of the Kelowna Cultural District.

As Kelowna's Cultural District continues to grow and flourish, both the Kelowna Art Gallery and the Rotary Centre for the Arts will provide significant focal points for the development and understanding of the art and culture landscape of our community.

**Finance:**

The Lease and Operating Agreement establishes the City's annual operating funding to KAG at \$511,000/year and to KVPACS at \$333,300/year, with further increases to be adjusted annually by the BC CPI for the term of the Lease and Operating Agreements.

The operators' annual contributions to a building reserve fund, which commences at \$18,000 per year and will be adjusted annually by the BC CPI, will provide the City with greater resources to maintain these facilities and allow us to continue to foster the development of arts and culture within our community.

**Existing Policy:**

The proposed non-market facility leases align with Council Policy 347 – Non-Market Leasing of Civic Lands and Buildings. For this reason, staff are recommending non-market leases and operating agreements as detailed in this report.

**Internal Circulation:**

Active Living and Culture  
Partnerships and Investments  
Communications  
Finance

**Considerations not applicable to this report:**

Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:  
External Agency/Public Comments:  
Communications Comments:

**Submitted by:** J. Buck, Manager, Property Management

**Approved for inclusion:** J. Säufferer, Real Estate Department Manager

Attachments: Schedule A – Kelowna Art Gallery Association Lease and Operating Agreement  
Schedule B – Kelowna Visual & Performing Arts Centre Society Lease and Operating Agreement  
Schedule C – Kelowna Art Gallery Additional Information  
Schedule D – Rotary Centre for the Arts Additional Information  
Schedule E – Building Condition Assessments  
Schedule F – PowerPoint Presentation

cc: R. Parlane, Parks and Buildings Planning  
S. Perry, Manager, Building Services  
L. Kayfish, Manager, Risk Management  
J. Sass, Director, Financial Services  
S. Leatherdale, Divisional Director, Corporate & Protective Services





# KELOWNA ART GALLERY

**MISSION:** To bring art into people's lives!

**VISION:** We will build a stronger community by bringing people and art together.

## values

Reflecting and respecting all the communities we serve, and creating an inclusive and **respectful** environment

Being as **creative** as the artists we work with, and dreaming big about our potential

Focusing on the long-term value to our **COMMUNITY**

Demonstrating and delivering organizational **excellence**

Being of service to our community and recognizing the **value** of our volunteers



**19** exhibitions

**7** spaces 

including a space at the Kelowna International Airport



**14** exhibitions with BIPOC creators or content



community engagement

**28,730** visitors

166 school tours

4,123 students



**16** Children's Art camps with

**138** participants



**27** classes with **218** participants



# social media and online engagement

  
**4,889**  
followers

  
**18**  
new videos with  
**5,312**  
views

  
**50,998**  
website visitors

  
**4,981**  
followers

  
**4,711**  
followers



permanent collection  
**930 artworks**  
**189 artists**

## Team and Volunteers

**13 Full-time employees**

**22 Part-time employees**

**38 Volunteers**



**KELOWNA**  
**ART GALLERY**



# **Lease and Operating Agreement Between the City of Kelowna and Kelowna Visual and Performing Arts Centre Society**

January 2023

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# Lease and Operating Agreement

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:**

**CITY OF KELOWNA**, a municipality incorporated under the laws of the Province of British Columbia, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

**AND:**

**KELOWNA VISUAL AND PERFORMING ARTS CENTRE SOCIETY** (Inc. No. S32185), a Society duly registered pursuant to the Societies Act of the Province of British Columbia, having its offices at 421 Cawston Avenue, Kelowna, B.C. V1Y 6Z1

(the "Society")

**WHEREAS:**

A. The City is the registered owner in fee simple of the lands in the City of Kelowna, British Columbia, legally described as:

- PID: 031-303-552  
Lot A, District Lot 139, Osoyoos Division, Yale District, Plan EPP95954  
(the "Lands");

and the City owns the building located on the Lands identified in the attached Schedule A (the "Building");

- B. The City wishes to provide a venue for the exhibition, promotion, and advancement of the visual and performing arts for the City and region, and its residents and visitors;
- C. The City wishes to contract with a society that can manage and operate the venue as an anchor cultural institution in the Cultural District of downtown Kelowna specifically, and throughout the community in general, as well as to facilitate the exhibition, promotion, and advancement of the visual and performing arts in the venue for the residents and visitors of the City;
- D. The Society wishes to cooperate and collaborate with the City in furthering the appreciation of the arts in Kelowna; and

- E. The City recognizes the valuable contribution that the Society provides to the Cultural District specifically and the City as a whole.

NOW THEREFORE THIS AGREEMENT is evidence that in consideration of the mutual promises and payments provided for in this Agreement and the payment of one dollar (\$1.00) from the Society to the City and other good and valuable consideration (the receipt and sufficiency of which the City hereby acknowledges) the parties covenant and agree as follows:

## **1. OBJECTIVES**

Through this Agreement, the City and the Society seek to achieve the following shared objectives:

- a) provision of the wide range of programs and services described in Schedule B - Administration and Programming Requirements, which facilitates the exhibition, promotion, and advancement of the visual and performing arts for the City and the surrounding region, and its residents and visitors;
- b) cost-effective, viable, and prudent long-term tenure, operation, and maintenance of City-owned lands and buildings;
- c) increased leverage of City resources through the development of community partnerships and diverse funding sources, including donations, sponsorship, grants, and fees; and
- d) contributing to the appreciation of the visual and performing arts in Kelowna and the surrounding region.

## **2. GENERAL DUTIES AND OBLIGATIONS OF THE SOCIETY**

In addition to the other covenants and obligations to be performed by the Society under this Agreement, the Society covenants and agrees that it will, at all times:

- a) continue to be a registered charity, in good standing with the Government of Canada and a registered society in the Province of British Columbia;
- b) perform promptly and safely all its obligations under this Agreement;
- c) be just and faithful in the performance of its obligations under this Agreement and in its dealing with the City under this Agreement;
- d) operate the Building under the name "Rotary Centre for The Arts", with no additions or variations, and enter into any naming rights only concerning internal spaces within the Building in a manner consistent with the social and cultural objectives outlined in Schedule B. All revenue generated from naming will be retained by the Society so long as this Agreement remains in force;
- e) maintain Bylaws that permit all residents of Kelowna to become members of the Society;



- f) abide by the purposes identified in its member-approved Constitution and Bylaws;
- g) be solely responsible for determining the themes and content of all exhibitions, programs, special events, and their related initiatives in the Building;
- h) permit a City designate to attend all meetings of the Society's Board of Directors as the City's liaison: to address matters between the City and the Society, and to act as the first point of contact for inquiries (the "City Liaison");
- i) be responsive to the changing community needs and evolving practices with regard to the preservation, documentation, exhibition, and interpretation of art;
- j) not make substantive changes to its name or its purposes in its Constitution without the express written consent of the City, which shall not be unreasonably withheld;
- k) provide to the City a true copy of its current Constitution and Bylaws upon execution of this Agreement, and thereafter to provide true copies of all amendments to the said Bylaws; and
- l) not take any action, or permit its officers, employees, contractors, or agents to take any action, which is intended, or would reasonably be expected, to harm the City's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the City; provided, however, the foregoing limitation shall not apply to compliance with any legal process or statements made in response to an authorized inquiry from a court or regulatory body.

### **3. TERM**

The term of this Agreement shall be for five (5) years commencing on January 1, 2023 (the "Commencement Date") and expiring on December 31, 2027 (the "Term"), subject to earlier termination as provided herein.

### **4. PREVIOUS AGREEMENTS**

This Agreement replaces any and all previous agreements, whether written or not, between the City and the Society, and the parties agree that any and all previous agreements shall be terminated and be of no further force and effect as of the Commencement Date.

### **5. USE AND OCCUPATION OF BUILDING**

#### **5.1 Grant of Leases**

The City hereby leases the Building to the Society (the "Lease") for the Term on the terms and conditions of this Agreement and for the purposes set out in this Agreement. The Society acknowledges that this Agreement is subject to the legal notations and charges registered against the title to the Lands as per Schedule C – Legal Notices and Encumbrances.

## **5.2 Licenses**

The City hereby grants to the Society a non-exclusive right and license to enter onto and use the Lands surrounding the Building for the sole purposes of accessing the Building for the Term; including, without limitation, the outdoor steps, patios, walkways, pathways, loading areas, roofs, and adjacent areas necessary for pedestrian and vehicle access, and appropriate exhibit and programming functions related to the Building as per Schedule A (collectively, the "License Areas").

## **5.3 Common Area**

The Society shall have a non-exclusive right to use the Common Area adjacent to the License Areas, as identified in the attached Schedule A (the "Common Area"); provided, however, that the Society's use of the Common Area shall be subject to such rules and regulations as the City shall make from time to time. The City reserves the right, at its sole discretion, to:

- a) utilize portions of the Common Area for such purposes that, in the City's judgment, tend to attract the public;
- b) change the shape, size, location, and extent of improvements on the Common Area;
- c) eliminate or add any improvements to the Common Area; and
- d) temporarily close any portion of the Common Areas for repairs, maintenance, alteration, private events, or for any other reason deemed sufficient by the City.

## **5.4 Permitted Uses**

The Society will only use and occupy the Building and the License Areas to provide the services outlined in Schedule B.

## **5.5 Accessibility of the Building**

The Society shall operate the Building so that it is open to the public during ordinary hours of operation, that its programs are available to the public, and so that the Building is fixtured and maintained to be accessible to persons with diverse abilities. The Society and the City will work in cooperation should significant improvements to the Building be required to improve access.

## **5.6 Smoking and Vaping**

The Society shall operate the Building as a non-smoking, non-vaping building.

## **5.7 Acknowledgement and Agreements of the Society**

The Society acknowledges and agrees that:

- a) the Society leases the Building and licenses the License Areas on an "as is" basis, and the City has not made any representations, warranties, or agreements as to the environmental condition of the Buildings or the Lands;



- b) it is the sole responsibility of the Society to satisfy itself concerning the environmental conditions of the Building and the Lands, including, without limitation, by conducting any reports, inspections, tests, investigations, studies, audits, surveys, and other inquiries as the Society, in its sole discretion, considers necessary to satisfy itself as to the environmental condition of the Building and the Lands;
- c) the City has made no representations or warranties concerning the Lands and the Building including, without limitation, concerning the condition or suitability of the Lands and the Building for the Society's intended use;
- d) by entering into this Agreement, it is satisfied that the Building and License Areas are suitable for the Society's purposes; and
- e) all resolutions and other corporate prerequisites for this Agreement have been duly passed and the persons executing this Agreement on its behalf are authorized to do so.

#### **5.8 Covenant to Operate**

The Society shall ensure that, unless prevented by applicable regulatory authorities or for reasons of repair or maintenance, the Building and License Areas shall remain open to and accessible to the public throughout the Term, subject to the Society's right to close the Building at the Society's discretion, in accordance with the Society's published schedules and as the parties otherwise agree in writing.

#### **5.9 Compliance with Laws**

The Society shall carry on and conduct its activities in, on, and from the Building and License Areas in compliance with any and all statutes, laws, regulations, enactments, bylaws, and orders from time to time in force, shall comply with the terms of any charges registered against title the Lands, shall obtain all required approvals and permits thereunder, and shall not to do or omit to do anything in, on, or from the Building or License Areas in contravention thereof. The Society shall carry on and conduct its activities in compliance with the collection of all applicable Goods and Services Tax ("GST"), Provincial Sales Tax, and other taxes as the relevant legislation in force dictates.

#### **5.10 Public Safety**

The Society shall take all reasonable precautions to ensure the safety of all persons using the Building.

#### **5.11 No Waste or Nuisance**

The Society shall not:

- a) commit, suffer, or permit any wilful or voluntary waste, spoilage, or destruction of the Building or the License Areas; or

- b) do or permit to be done in, on, or from the Building or License Areas anything that may be or become a nuisance or annoyance to the owners, occupiers, or users of other parts of the Lands, adjoining lands, or to the public, including the accumulation of rubbish or unused personal property of any kind.

#### **5.12 Furniture and Equipment**

The Society acknowledges and agrees that:

- a) all equipment and furnishings (the "Facility Property") placed or installed in the Building shall be the property of the Society until the earlier of the dissolution of the Society, the expiry of this Agreement, or the termination of this Agreement pursuant to Section 13, at which time ownership of all Facility Property shall revert to the City;
- b) the Society shall maintain a record of all Facility Property, in a form acceptable to the City, and shall deliver the same to the City upon request;
- c) during the Term of this Agreement the Society shall maintain insurance for the Facility Property in accordance with Section 11;
- d) the Society shall create and implement a disposal policy for Facility Property in a form acceptable to the City; and
- e) the Society must notify the City of the disposition of any Facility Property with an estimated value of two thousand five hundred dollars (\$2,500.00) or more.

#### **5.13 Right to Inspect**

The City or its authorized representative may enter the Building at all reasonable times in order to inspect the Building.

#### **5.14 Emergency Use**

The Society shall make all or part of the Building available for use in the event of a community emergency, as determined by the City in accordance with applicable enactments. The City shall solely be responsible for determining whether the Building can safely be used at the time of the emergency, and shall:

- a) be responsible for any direct expense incurred or damage caused to the Building as a result of such use;
- b) be responsible for any and all liabilities, costs, expenses, suits, or claims arising as a result of such use;
- c) compensate the Society for all increased operating costs incurred during such use by the City; and
- d) compensate the Society for uninsured business losses arising out of such use, provided that the Society must act reasonably in re-arranging bookings and events to minimize the extent of any business losses during such use.



### **5.15 Vacant Building**

If directed to cease services and operations by an applicable regulatory authority for public safety reasons, such as natural disaster, pandemic, or other significant public concern, the Society shall continue to maintain responsibility of the Building and endeavour to take the necessary steps to ensure the Building is kept safe. This may include, but is not limited to, routine internal and external inspections of the Building. The Society may seek direction and support from the City as required.

### **5.16 Access for Telecommunication Antenna Systems**

Upon request from the City, the Society shall grant access to the Building for the installation and maintenance of telecommunication antenna systems. Such installation shall occur in consultation with the Society and shall not interfere with the operations of the Society.

## **6. FEES AND EXPENSES FOR USE OF BUILDINGS**

### **6.1 Rent**

The Society shall pay to the City:

- a) annual rent in the amount of one dollar (\$1.00), plus any and all applicable taxes, payable on the first day of the Term and each anniversary thereafter (the "Base Rent"); and
- b) all additional sums of money to be paid by the Society to the City under this Agreement (the "Additional Rent"),

(collectively, the "Rent"). The Society shall pay Additional Rent monthly, plus any and all applicable taxes, within fifteen (15) days of the Society's receipt of an invoice from the City.

### **6.2 Contributions to Reserve Fund**

In addition to the Rent, the Society shall make monthly contributions to a building contingency reserve fund (the "Reserve Fund") in the amount of one thousand five hundred dollars (\$1,500.00), to an annual total of eighteen thousand dollars (\$18,000.00), plus any and all applicable taxes, to be adjusted annually starting January 1, 2024 by the British Columbia Consumer Price Index (the "BC CPI") annual average for the prior year (the "Reserve Fund Contribution"). In any calendar year, should the BC CPI be a negative, no change shall occur. The Reserve Fund Contribution will be held by the City in a reserve account and collected monthly from the Society using Pre-Authorized Debit ("PAD").

The Reserve Fund will be used by the City to fulfill its responsibility as a Landlord: to perform capital improvements and maintain the building reserve envelope.

### **6.3 No Deductions**

The Society shall pay the Base Rent, the Reserve Fund Contribution, and the Additional Rent without deduction, abatement, set-off, or withholding whatsoever, despite any law or statute now or in the future to the contrary. The Society's obligation to pay the Base Rent, the Reserve

Fund Contribution, and the Additional Rent survives the expiry or earlier termination of this Agreement.

#### **6.4 Payment of Taxes, Utilities and other Expenses**

The Society covenants and agrees with the City to pay all charges, costs, duties, expenses, rates, sums, assessments, taxes (including property taxes), telephone, electrical, gas water, sewage garbage disposal, internet, Cablevision, security systems, and other utility charges and payments for work and materials in any way relating to the Building and the License Areas, and that in the event of any such amounts remaining unpaid after they come due, such amounts shall be deemed as Additional Rent and may be collected by the City as Rent. In addition, the Society agrees to pay the City any and all applicable taxes in respect of Base Rent, Additional Rent, or any other services that may be paid from time to time.

### **7. FINANCIAL AND REPORTING OBLIGATIONS**

#### **7.1 Operating Grant from the City**

During the Term the City will pay to the Society an annual operating grant of three hundred thirty three thousand and three hundred dollars (\$333,300.00), to be adjusted annually starting January 1, 2024, by the BC CPI annual average for the prior calendar year (the "Operating Grant"). In any calendar year, should the BC CPI be negative, no adjustment will occur. The Operating Grant will be payable in semi-annual installments, on March 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year. The City and the Society acknowledge and agree that the Operating Grant is provided to support the Society's programs and services, which are delivered for a public purpose and the public good, and facility maintenance (the "Core Programs and Services").

#### **7.2 Additional Funds**

The Society will not seek or request additional operating grant funds from the City, except in accordance with Section 7.3, or in the case of unanticipated exceptional need or emergency, the reason for which is to be fully stated. The Society is not precluded from applying for other City grants through established programs, provided that it meets program eligibility requirements.

#### **7.3 Funding Increases through Annual Budget Process**

Through submission of a business case, the Society may, from time to time, seek supplemental operating grant funds from the City, in addition to the Operating Grant, to enhance the programs and services it offers. The City will, at its sole discretion, consider the business case in support of the supplemental funding request as part of its annual financial planning process for the following calendar year. The City has no obligation to approve the request for supplemental funds, and approval of the request is at the sole discretion of the City.



#### 7.4 Annual Reporting – Format & Content

By March 31 of each year during the Term, the Society will provide to the City an annual report, in the City's prescribed format, which includes, but is not limited to, the following information relating to the prior calendar year (the "Annual Report").

- a) Professionally prepared audited annual financial statements, approved by the Society's Board of Directors, for the most recent fiscal year-end;
- b) Proof of insurance as specified in Section 11;
- c) Current year operating and capital budget, as approved by the Society's Board of Directors, with actuals or forecast to March 31;
- d) Program information, in a form acceptable to the City, which includes;
  - List of City locations, and the programs and services provided;
  - Statistical summary of people served by the Society in the prior year, which may take the form of registration, attendance, visitation, participation, membership, or a combination thereof;
  - Highlights of particular achievements and successes in the prior calendar year with a focus on the impact of the Society's programs in the community; and
  - Identification of active partnerships or collaborations, and the beneficial outcomes of same.
- e) Governance and planning information, which includes:
  - A list of the Society's directors;
  - An organizational chart indicating key management and staff roles and staffing levels;
  - Objectives for the current calendar year; and
  - A realistic self-assessment, including identification of areas where improvements can be made in the areas of programming, organization governance, and financial oversight, along with strategies and processes to achieve improvements. This may be in the form of a strategic plan, program evaluation, or consultant's report, and may include information about trends, external threats, or other factors which influence the Society's planning and results.
- f) For the Building, provide a:
  - Summary of operational expenses for gas, water, and electrical utility data (as applicable), indicating consumption and costs;
  - Summary of janitorial costs;

- List of maintenance and repair tasks carried out by the Society, with costs and contractors/trades identified;
- Inspection reports as listed in Section 8.4, along with upcoming capital expenses/projects that the Society intends to undertake in the coming year; and
- Inspection reports as listed in Schedule D - Building Maintenance and Operations Responsibility Checklist.

g) any other information as requested.

The City will provide the Society with the prescribed format of the Annual Report no later than January 31 of each year.

The City may request, at its sole discretion, that the Society provide a public-in-attendance report to the City's Council in a prescribed format, which will reflect the reporting information listed in this section.

## **7.5 City Feedback on Reporting**

Upon reviewing the Annual Report, in each calendar year the City may, at its sole discretion, make specific recommendations and requests to be fulfilled by the Society (the "Recommendations"). The Recommendations are intended to be constructive and offered in the spirit of learning and improvement. The Society shall review the Recommendations and provide the City with notice of their agreement to implement the Recommendations, such agreement not to be unreasonably withheld, and a timeline for implementation of the Recommendations.

In the event the Society is unwilling to agree to implement any particular Recommendations, the Society will provide the City with written notice of the same, along with the reasons implementation is not feasible for the on-going operation of the facility. Upon the delivery of such notice, the Society and the City shall exercise good faith efforts to seek a mutually satisfactory resolution to any dispute arising in relation to the Recommendations.

Should the parties fail to agree on the implementation of the Recommendations within sixty (60) days of the Recommendations being made, the matter shall be referred to a single arbitrator pursuant to the *Commercial Arbitration Act* [SBC 1986] Chapter 3, as amended from time to time (the "*Commercial Arbitration Act*"). The arbitrator will be selected by agreement of the parties, or, failing agreement of the parties, appointed pursuant to the *Commercial Arbitration Act*, and the arbitrator's decision shall be binding upon both parties. The costs of the arbitration shall be borne in equal parts by both parties.

Should the Society not implement the agreed upon Recommendations within the agreed, or arbitrator-determined, timeline, the City may at its sole discretion adjust any payments owed



to the Society to allow for the City to implement the Recommendations, including the Operating Fund, or terminate this Agreement in accordance with Section 13.

Recommendations and requests made by the City under this section or during other discussions, meetings, or communications between the Society staff, officers, or board members and the City do not constitute direction or instructions by the City staff, agents, or Council. The Society is responsible for the direction and governance of all its operations.

## **7.6 Accounts**

The Society shall, at all times during the Term:

- a) Keep, or cause to be kept, true and accurate records and accounts regarding the management and operation of the Building, including without limitation:
  - Core Programs and Services records: financial reports and records, (in accordance with generally accepted accounting principles), accident and incident reports, program registration reports, and customer comments; and
  - Building records: any WorkSafeBC safety inspection records, energy consumption logs, emergency lighting inspection records, annual building inspection reports, health department inspections and reports, preventative maintenance records, fire and emergency drill records, or other such similar records that the Society may acquire from time to time.
- b) on seventy-two (72) hours' notice, permit the City, its accountants, and other representatives, at the City's expense and at all reasonable times, to examine and make copies of any and all documents listed in this section, and any other documents under the control of the Society that relate to the Building, and to audit the same; and
- c) upon termination or expiration of this Agreement, and within the limitations of privacy legislation, surrender all records, except those relating to the Society's staff, to the City.

## **8. REPAIRS, MAINTENANCE AND CHANGES TO THE BUILDING**

### **8.1 Routine Maintenance and Repairs**

Throughout the Term, the Society shall, at its sole expense, clean, maintain, and keep the Building and the License Areas, and all fixtures and appurtenances thereon, in good repair, consistent with standards of repair generally accepted in British Columbia with respect to comparable premises.

Routine maintenance means any action taken that can prolong the life expectancy of facility equipment, including plumbing and electrical, and prevents premature operations failures.

Repair costs are defined as the costs incurred to bring an asset back to an earlier condition or to keep the asset operating at its present condition. Any individual repair that costs more than the residual value should result in a replacement, as opposed to a repair.

The Society is responsible for and must complete all routine maintenance, inspections, and repairs according to Schedule D, and adhere to all Technical Safety BC regulations with respect to the Building and the License Areas necessary for the Society's use, occupation, and operation of the Building and the License Areas.

The Society must make such repairs in a timely manner. If the Society fails to fulfil its maintenance responsibilities following any provision in this Agreement, the City may, at its sole discretion, declare the Society to be in default of this Agreement. At the end of the Term, the Society must surrender the Building and the License Areas to the City in good repair, excepting reasonable wear and tear.

## 8.2 Society Maintenance Limit

For electrical, plumbing, and building fabric, the Society is responsible for the repairs and maintenance up to the amount specified below for each event (the "Society Maintenance Limit"). Costs over and above the Society Maintenance Limit are the responsibility of the City. For clarity, in 2023 the Society would be responsible for the first one thousand five hundred dollars (\$1,500.00) of an electrical repair, and the City would be responsible for the remainder of the expense.

Year	Society Maintenance Limit per event
2023	\$1,500.00
2024	\$1,550.00
2025	\$1,600.00
2026	\$1,650.00
2027	\$1,700.00

### a) Electrical

Electrical maintenance and repairs including the replacement of all light bulbs, fixtures, fuses, circuit breakers, switches, and related electrical control components.

### b) Plumbing

Plumbing maintenance, repair, and replacement.

### c) Building Fabric

Building fabric repair and replacement, including all interior doors, interior windows and glass, floor, fixtures, walls, ceilings, building infrastructure, and all related hardware that controls entry or exit from all internal areas.



Clarification of this section is provided in Schedule F - Society Maintenance Limit Clarification.

### **8.3 Substantial Maintenance and Repairs**

The City, in consultation with the Society, will maintain and repair the Building's structural members, foundations, roofs, external facades, doors, and windows using funds from the Reserve Fund described in Section 6.2, at the time of the proposed maintenance or repair.

### **8.4 Inspections Performed by the Society**

The Society covenants and agrees to conduct, at a minimum, the inspections for the Building as outlined below:

#### **a) Electrical**

The Society's contractor shall act as the Field Safety Representative (the "FSR") for the Building, and the Society shall provide the City with an annual inspection report from the FSR as part of the annual reporting process. The report will document the observed status of the electrical system, confirmation of completed preventative maintenance, and any recommended capital repairs.

The Society shall complete inspections of the generator associated with the electrical system at a minimum in accordance with the applicable legislation.

#### **b) Plumbing**

The Society shall provide an annual inspection report from a contractor documenting the observed status of the plumbing systems, confirmation of completed preventative maintenance, and any recommended capital repairs.

All completed inspection reports under this section must be submitted to the City upon receipt by the Society and are also required to be submitted as part of the annual reporting process.

### **8.5 Contractors**

All maintenance and repair work completed on the Building and License Areas must be performed by qualified and approved contractors as defined in this section, not volunteers.

For work on electrical and plumbing components and systems, the Society will exclusively engage contractors that have been selected by the City. The City will provide an update list of the selected contractors annually.

All other building contractors must be approved by the City and:

- a) be qualified to perform such work;
- b) carry a minimum of two million dollars (\$2,000,000.00) of commercial liability insurance;
- c) carry valid WorkSafeBC coverage; and
- d) act as the Prime Contractor for all work to be done.

## **8.6 Restoration Work / Non-Fire Building Emergencies**

The Society acknowledges and agrees that upon identifying a Building emergency, including, but not limited to, flooding or structural concerns, the Society shall:

- a) take immediate steps to respond to the emergency to the extent that any immediate risk to the safety of any persons or property is alleviated; and
- b) notify the City of the emergency as soon as practicable, but in any event no later than four (4) hours from the discovery of the emergency; failure to do so may result in the Society being financially responsible for any damage incurred.

A City representative can be reached by calling the non-emergency line at the fire department 250-469-8577, 24 hours a day, 7 days a week.

## **8.7 Minimum Work Standards**

The Society must ensure that any repairs or work with respect to the Building and the License Areas done by or on behalf of the Society:

- a) do not affect any Building systems or the License Areas;
- b) meet or exceed the standards of material and construction employed in the original construction of the Building and the License Areas; and
- c) comply with all applicable laws, statutes, enactments, regulations, bylaws, and orders from to time in force, including the applicable building code and bylaws of the City.

## **8.8 Annual Onsite Meeting**

The Society and the City shall meet annually to conduct an onsite walk through the Building to identify items that require maintenance and future capital replacement.

The walk-through will be organized by the City, and meeting minutes and action items will be distributed to all attendees. The Society consents to complete the action items as per a mutually agreed upon time frame. If the Society fails to complete the action items, any contingent damage as a result of the deferred repairs is the responsibility of the Society.

## **8.9 Keys and Access**

The Society is to provide the City access to the Building upon request, within a reasonable time frame. The Society is to also provide the City with master key(s) and necessary security information for the Building.

If, in the City's sole opinion, the Society does not provide adequate Building access, the City reserves the right to take over the management of the keys and access to the Building. Should the City take over the management of the Building keys, the Society covenants that it will not change the locks on the building, copy the keys, or hand them out. The City will maintain a



record of the keys and to whom they have been issued. If the locks need repair or replacement, the Society will inform the City.

#### **8.10 Environmental Stewardship and Sustainability**

The Society must strive to operate the Building in an environmentally sensitive manner and pursue "green" initiatives through the implementation of innovative and responsible environmental practices. This includes taking active steps to reduce its carbon footprint, reduce waste, promote energy conservation, and ensure the on-going efficiency of the operation of the Building.

The Society covenants with the City:

- a) that the Society will co-operate with the City in the conservation of all forms of energy in the Building;
- b) that the Society will comply with all laws, bylaws, regulations, and orders relating to the conservation of energy and affecting the Building; and
- c) that the Society will, at its own cost, comply with reasonable requests and demands of the City made with a view of such energy conservation.

#### **8.11 Energy Expense Reporting**

The Society agrees to grant permission to the utility providers (i.e. FortisBC) to provide the City with all utility billing reporting information pertaining to the Building.

#### **8.12 Video Monitoring and Security**

The Society is solely responsible for the installation and ongoing operations and maintenance of all internal video monitoring and security systems. Installation requires City consultation with regard to penetrating the building envelope. The Society shall take all reasonable steps to ensure that the Building, equipment, staff, volunteers, and visitors are secure at all times, with the use of a monitored alarm system, security guards when appropriate, and other measures the Society considers necessary. Further, it is the responsibility of the Society to ensure all video monitoring and security systems consider all the appropriate legislation governing their use. The Society shall grant the City access to the security footage upon request.

#### **8.13 Capital Improvements and Use of the Reserve Fund**

The Society and the City agree that the Reserve Fund may be used for capital improvements, including maintenance or repair costs incurred by the City. The City agrees that it is obligated to consult with the Society for use of the Reserve Fund for the following purposes:

- a) any substantial maintenance or repair to the Building to be performed by the City under Section 8.3; and
- b) any landlord responsibilities.

#### **8.14 Society's Construction of Buildings, Structures and Other Improvements**

The Society must not construct, erect, or install or cause to be constructed, erected, or installed any buildings, structures, improvements, extensions, installations, alterations, additions, renovations, fixtures, signage, or other constructions in, on, over, under, around, and to the Building or the License Areas, or alter the existing state of the Building in any way, without the prior written consent of the City, which consent may be withheld for any reason at the City's sole discretion. If the City gives such consent, the Society must obtain the City's prior approval of drawings and specifications for such work, must do such work strictly in accordance with the approved drawings and specifications, and must comply with any conditions the City imposes with that approval. The Society is responsible for applying for the required permits and requesting the necessary construction inspections, including the final sign-off. The cost of construction and design of the improvements are the sole responsibility of the Society.

#### **8.15 Ownership of Improvements at Termination**

At the expiry of the Term or earlier termination of this Agreement, any improvements, extensions, installations, alterations, renovations, or additions to the Building and the License Areas, whether done by or on behalf of the Society or not, are forfeited to and become the permanent property of the City.

#### **8.16 Builders Liens**

The Society shall promptly discharge any builders' lien or other lien or claim of lien which may be filed against the title to the Lands relating to any improvements, work, or construction that the Society undertakes on the Lands, and to comply at all times with the *Builders Lien Act* [SBC 1997] Chapter 45, as amended from time to time, in respect of any improvements, work, or construction undertaken on the Lands.

#### **8.17 Capital Expenditures**

The City acknowledges responsibility for the long-term operational effectiveness of the Building.

- a) The City will include appropriate funding in the City's capital planning consistent with other City public buildings over the life of this Agreement. Future capital expansion, renovation, and building development not identified in this Agreement will be cooperatively and collaboratively discussed, and facilitated by the City and the Society.
- b) The Society shall not make any application for grant funding for capital expansion or renovation of the Building without first receiving express written approval from the City.

#### **8.18 Future Plans For the Building**

- a) The parties acknowledge and agree that the City's future plans for the Building may require the demolition of the facility or a portion thereof, and the repurposing of the site(s), which may or may not include the construction of new buildings.



- b) The Society hereby acknowledges and agrees that at any time during the Term, the City may, in its sole discretion and upon providing at least twelve (12) months' written notice to the Society, demolish any building and/or structure on the Lands, notwithstanding any other provision of this Agreement.
- c) If the City exercises its right to demolish in accordance with this section:
- the City will work collaboratively with the Society to review options for alternative locations but is under no obligation to provide the Society with alternative space;
  - within twelve (12) months of receiving the notice under 8.18 (b), the Society will fully vacate and cease occupation of the facility to be demolished;
  - this Agreement will automatically be amended by deleting all references to the demolished facility, thereby terminating associated rights and obligations relating to the demolished facility, and provision of programs in the demolished facility; and
  - all other terms and conditions of this Agreement shall remain in force and binding on the parties.

#### **8.19 City's Construction of Buildings, Structures, and Other Improvements**

The Society acknowledges and agrees that the City may, in consultation with the Society, construct or cause to be constructed certain leasehold improvements in, on, over, under, around, or to the Building ("Future Construction"), the design, construction, and performance of which is in the sole discretion of the City. If the City undertakes any Future Construction, the Society:

- a) acknowledges and agrees that the Future Construction may be performed during the Term;
- b) shall grant full access to the Building to the City and its elected officials, officers, employees, contractors, agents, and others for purposes relating to the Future Construction; and
- c) acknowledges and agrees that the Future Construction may result in the temporary closure, in whole or in part, of the Building and/or the License Areas, and may require the interruption, disruption, rescheduling, or cancellation of regularly scheduled programs and services offered at the Building.

#### **8.20 Damage or Destruction of the Building**

If, during the Term, the Building is damaged or destroyed by any cause whatsoever, or if a major building system in the Building fails such that in the opinion of the City the Building is rendered unfit for use by the Society, the City may or may not, in its sole discretion, repair, rebuild, or replace the building system or the Building.

If the City chooses not to repair, rebuild, or replace the building system or the Building, the City will work collaboratively with the Society to review options for alternative locations. If the City and the Society cannot agree on an alternative location, then the City may, in its sole discretion:

- a) provide three (3) months' written notice to the Society that this Agreement is terminated, and the Society shall vacate the Building as if this Agreement had expired or been terminated for cause; or
- b) negotiate the continuation of this Agreement deleting all references and obligations related to the destroyed Building and the provision of programs and services.

### **8.21 Expropriation**

If an authority with expropriation power expropriates all or a material part of the Building, the City may give reasonable notice to the Society, but in no case less than thirty (30) days, and the Society shall have no claim for compensation against the City or the expropriating authority for any interest in land, except that where compensation is available for disturbance, in which case the Society may make such a claim to the expropriating authority.

### **8.22 No Capital Liabilities**

Despite any other provision of this Agreement, nothing in this Agreement obligates the City to make any expenditure of a capital nature and nothing in this Agreement shall be interpreted in a manner that results in the City having expressly or implicitly incurred a 'liability of a capital nature' as that phrase is used in the *Municipal Liabilities Regulation*, B.C. Reg. 201/2015, as amended from time to time.

## **9. ENVIRONMENTAL MATTERS**

### **9.1 Definitions**

In Section 9, the below terms shall have the following meanings:

- a) "**Contaminants**" is defined in the *Environmental Management Act* [SBC 2003] Chapter 53, as amended from time to time, as: "any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste and any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws";
- b) "**Environment**" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill, and lands submerged under water), and water (including oceans, lakes, rivers, streams, ground water, and surface water);



- c) **"Environmental Laws"** means any past, present, or future common laws, enactments, statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any federal, provincial, municipal, or other governmental authority having jurisdiction relating in any way to the Environment, environmental protection, health, occupational health and safety, product liability, or transportation of dangerous goods, including the principles of common law and equity; and
- d) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.

## **9.2 Society's Representations and Warranties**

The Society represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

- a) except as disclosed to the City in writing, the Society is not, and has never been, subject to any charge, conviction, a notice of defect or non-compliance, work order, pollution abatement order, remediation order, or any other proceeding under any Environmental Laws; and
- b) except as disclosed to and approved in writing by the City, the Society's business at the Building, the License Areas, or the Lands does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Society and shall be subject to the provisions of Section 13 of this Agreement.

## **9.3 Condition of the Building**

The Society acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Building, the License Areas, or the Lands, and is leasing the Building to the Society under this Agreement on an "as is, where is" basis with respect to its environmental condition. Prior to taking possession of the Building under this Agreement, the Society has performed such investigations of the Building, the License Areas, and the Lands as it considered appropriate and is satisfied as to their environmental condition.

## **9.4 Compliance with Environmental Laws and Use of Contaminants**

The Society covenants and agrees with the City to:

- a) carry on and conduct its activities in, on, and from the Building, the License Areas, and the Lands in compliance with all Environmental Laws;

- b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal, or introduction into the Environment of any Contaminants in, on, under, or from the Building or the License Areas, or the Lands, except in compliance with all Environmental Laws;
- c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
  - a Release of Contaminants in, on, or about the Building, the License Areas, the Lands, or any adjacent land; or
  - the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter, or other communication from any person that is related to any Environmental Law;
- d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Building, the License Areas, or the Lands conducted at any time by or for the Society;
- e) if the City suspects that the Society has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report, or testing of the Building or the License Areas, and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend all in order to determine compliance of the Building or the License Areas with Environmental Laws; and
- f) promptly remove any Contaminants arising from the Society's use or occupation of the Building, the License Areas, or the Lands in a manner that conforms to Environmental Laws governing their removal.

#### **9.5 Confidentiality of Environmental Reports**

The Society shall maintain all environmental site investigations, assessments, audits, and reports relating to the Building, the License Areas, or the Lands in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Society's professional advisers and lenders on a need-to-know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

#### **9.6 Authorizations**

The Society shall promptly provide to the City, on request, such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Society's compliance with Environmental Laws.



### **9.7 Ownership of Contaminants**

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Building, the License Areas, or the Lands by the Society or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Society and shall not become the property of the City, notwithstanding the degree of their affixation to the Building, the License Areas, or the Lands, and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

### **9.8 Survival of Society's Obligations**

The obligations of the Society under this Section 9 (including, without limitation, the Society's indemnity, its obligation to remove and remediate Contaminants, and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement.

## **10. MANAGEMENT OF THE BUILDING AND PROVISION OF SERVICES**

### **10.1 No Discrimination**

The Society hereby covenants and agrees to provide the Core Programs and Services, and any other services offered at the Building, in accordance with the *Human Rights Code* [RSBC 1996] Chapter 210, as amended from time to time, and best practices related to equity and inclusion.

### **10.2 Employee Standards**

The Society shall hire, train, supervise, and remunerate, or cause to be hired, trained, supervised, and remunerated, all employees, contractors, and volunteers required for the provision of the Core Programs and Services.

### **10.3 WorkSafeBC Coverage**

The Society shall, in its use of and activities on the Building and the Lands, comply with the *Workers Compensation Act* [RSBC 2019] Chapter 1 (the "WCA"), as amended from time to time, and all regulations and orders from time to time in force thereunder, including the *Occupational Health and Safety Regulation*, B.C. Reg. 222/2021; and, upon request from the City, provide evidence of any required registration under that WCA and evidence of compliance with any requirement under that WCA to make any payments or pay assessments. In addition, the Society shall be the "prime contractor" for the Building under the WCA, and shall fulfill all associated obligations, including ensuring that the activities of any employers, workers, or other persons in, on, or under the Building relating to occupational health and safety are coordinated; and further, by doing everything that is reasonably possible to establish and maintain a process that shall ensure compliance with the WCA and regulations thereunder, including the *Occupational Health and Safety Regulations*, B.C. Reg. 222/2021.

### **10.4 Incidental Rights**

The Society may:

- a) offer programs and services at the Building in addition to the Core Programs and Services, to reflect community needs or respond to unique market opportunities;
- b) enter into sponsorship, media, or advertising agreements ("Endorsements") involving the Building or the Core Programs and Services, provided that the Endorsements are:
  - appropriate for families and children;
  - consistent with the parties' joint values of equality, accessibility, health, respect, and the dignity of the individual;
  - respectful of the neighbourhoods surrounding the Building and all scheduled programs and services at the Building;
  - appropriate to the aesthetics of the Building; and
  - the Society has the written consent of the City and adheres to the requirements of Council Policy 376 – Corporate Sponsorship and Advertising and Council Policy 343 – Civic Community Facility Naming Policy, as amended from time to time, prior to entering into any naming agreement for any portion of the Building. This requirement does not apply to any interior room in the Building which was named prior to the execution of this Agreement.
- c) undertake fundraising activities at the Building for the Society's benefit; and
- d) use the Building for the Society's office and headquarters during the Term.

### 10.5 City Acknowledgement

The Society will acknowledge the facility's relationship to and the operating support of the City through the following:

- a) **Building Contribution:** The City's contributions to the Building, or ownership of the Building as an asset, will be acknowledged in the form of an external plaque or signage, as determined and produced by the City. All costs associated with the production and placement of external recognition signage is to be incurred by the City.
- b) **Operational Grant Contribution:** Financial contributions from the City funding operational needs of the Society should be recognized at a consistent level with all other major funding contributors on any internal collateral that is used to recognize financial contributors (i.e. donor wall, plaque or signage at the information desk). The City can also work with the Society and discuss what further acknowledgement may be appropriate, based on funding levels and available space within the Building.

*Example: The Rotary Centre for the Arts gratefully acknowledges the financial assistance of City of Kelowna.*

In addition, operational funding contributions from the City should be recognized on the Society's primary website, as well as in any principal collateral, such as the Society's



annual report, main brochure, and any materials that would not otherwise be produced without the City's funding.

- c) **Project or Program Grant Contribution:** Financial contributions from the City funding specific programs or projects (i.e. Project Grants) should be recognized at a consistent level with all other project or program funding contributors.

This includes City recognition of any materials that are exclusively or primarily produced because of the funding that the City provides.

Example: *This program/project is made possible with financial support from the City of Kelowna.*

## **11. SOCIETY INSURANCE**

### **11.1 Society to Provide**

The Society shall procure and maintain during the Term, at its own expense and cost, the insurance policies listed in Section 11.2 of this Lease. For clarity, the insurance requirements set out in Section 11.2 are minimum requirements and are not to be interpreted in a manner that limits the Society's obligations under this Agreement. The Society shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant, having similar obligations to those of the Society under the terms of this Agreement. Further, all insurance policies held pursuant to this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before any material change, cancellation, or termination.

### **11.2 Society's Insurance Obligations**

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

- a) Directors and Officers Liability Insurance;
- b) Comprehensive General Liability Insurance including the following terms:
  - providing for an inclusive limit of not less than five million dollars (\$5,000,000.00) for each occurrence or accident;
  - providing for all sums which the Society shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) 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 under this Agreement, or any operations carried out in connection with this Agreement;

- coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability; and
  - 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.
- c) All risks (including flood and earthquake, as required by the City) property insurance (contents, tenant improvements, etc.) in an amount equal to one hundred percent (100%) of the full replacement cost.
- insuring all property owned by the Society, or for which the Society is legally liable, or installed by or on behalf of the Society, and located within the Building including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements. In the event of loss or damage, the Society shall, if so requested by the City, forthwith replace such lost or damaged equipment or chattels;
  - insuring the Society's inventory, furniture, and movable equipment to the extent that such insurance is commercially available;
  - providing business interruption insurance to the Society for loss of revenue resulting from or due to loss or damage to equipment or the Building;
  - providing a period of indemnity which shall not be less than twelve (12) months from the date of loss or damage; and
  - naming the City as a first loss payee with respect to any loss or damage to the permanent collection maintained by the Society on the policy required by this section.
- d) Insurance upon all plate glass in or which forms a boundary of the Building in an amount sufficient to replace all such glass.

The policy(s) set out in Section 11.2 shall contain a waiver of any subrogation rights that the Society's insurer may have against the City. The Society hereby waives its rights of subrogation against the City.

### **11.3 City's Insurance Obligations**

The City shall maintain, through the Term, in those reasonable amounts and with those reasonable deductions that a prudent owner of similar property would maintain, having regard to the size, age, and location:

- a) All risk insurance on the Building, License Areas, and the Common Area, including all machinery, boilers, and equipment contained therein and owned by the City (excluding property that the Society is required to insure pursuant to this Agreement);



- b) General liability insurance with respect to the City's operations at the Building; and
- c) Whatever other forms of insurance the City considers advisable.

**11.4 Automobile Liability Insurance**

The Society shall procure and maintain insurance policies covering all motor vehicles owned, operated, and used or to be used by the Society directly or indirectly related to this Agreement, services and/or occupancy under this Agreement, or any operations carried out in connection with this Agreement. The limit of liability shall not be less than five million dollars (\$5,000,000.00) inclusive of loss or damage, including personal injuries and death resulting from any one accident or occurrence.

**11.5 The City Named as Additional Insured**

The policies required by Section 11.2 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.

**11.6 Society's Subcontractors and Subleasees**

The Society shall require each of its subcontractors and subleasees to provide comparable insurance to that set out in Schedule E – Insurance Certificate.

**11.7 Certificates of Insurance**

The Society agrees to submit certificates of insurance in the form attached as Schedule E (the "Certificates of Insurance") for itself and all of its subcontractors to the City before the commencement of this Agreement, the occupancy of the Building, the provision of services, and/or the use of the Building, Lease Areas, Common Area, and Lands under this Agreement. No review or approval of any insurance certificate or insurance policy by the City derogates from or diminishes the City's rights under this Lease.

**11.8 Other Insurance**

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

**11.9 Additional Insurance**

The Society may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Society shall ensure that all of its subcontractors are informed of and comply with the City's requirements set out in Schedule E.

#### **11.10 Insurance Companies**

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

#### **11.11 Failure to Provide**

If the Society 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 Society, and the Society shall repay any and all costs expended by the City within twenty one (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Society under this Agreement.

#### **11.12 Non-Payment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Society or any subcontractor shall not be held to waive or release the Society or subcontractor from any of the provisions of the insurance requirements or this Agreement with respect to the liability of the Society otherwise. Any insurance deductible maintained by the Society 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 Society as stated in Section 11.11.

### **12. SOCIETY INDEMNITY**

The Society must save harmless, release, and indemnify the City and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly arising from the occupation, use, activities or actions of the Society in, on or from the Building, License Areas, Common Area, or the Lands, or any act or omission of the Society. The obligations of the Society under this Section 12 shall survive the expiry or earlier termination of this Agreement.

### **13. DEFAULTS, TERMINATION AND EXPIRATION**

#### **13.1 City May Cure Default**

If the Society fails to observe, comply with, keep, or perform any of its covenants, agreements, or obligations under this Agreement, the City may, but is not obliged to, at its discretion and without prejudice, take all steps considered necessary to rectify or cure the default and all costs of so doing, including the costs of retaining professional advisors, shall be payable immediately by the Society upon receipt of an invoice. Nothing in this Agreement obligates the City to rectify or cure any default of the Society, but should the City choose to do so, the City shall not



be liable to the Society for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

### **13.2 Termination Due to Default**

If and whenever:

- a) the Society does not fully observe, keep, or perform each and every term, covenant, agreement, stipulation, obligation, condition, and provision of this Agreement to be observed, kept, and performed by the Society, and persists in such default for thirty (30) days after written notice by the City;
- b) the Society ceases to exist as a non-profit Society in good standing in the records of the British Columbia Corporate Registry;
- c) any proceedings towards dissolution or winding up of the Society are initiated;
- d) the term or any of the goods or chattels in the Building are at any time seized or taken in execution or attachment by any creditor of the Society or under a bill of sale or chattel mortgage;
- e) a writ of execution is issued against the goods and chattels of the Society;
- f) the Society makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- g) the Society is in default in the payment of Rent, the Reserve Fund Contributions, or any other amount payable under this Agreement, and the default continues for thirty (30) days after written notice by the City to the Society;
- h) the Building or the Lands, or any part of it, is destroyed or damaged by any cause so that in the opinion of the City the Building is no longer reasonably fit for use by the Society for the purposes set out in this Agreement for any period over sixty (60) days; or
- i) the Society vacates or abandons the Building or any part of it, or uses or permits or suffers the use of the Building for any purpose other than the purposes permitted by this Agreement, and such default persists for fourteen (14) consecutive days after written notice by the City,

then the City may, in its sole discretion, terminate this Agreement, at which time: the Rent, the Reserve Fund Contributions, and all outstanding levies and charges shall become immediately due and payable; the Term shall immediately become forfeited and void; and, the Society must immediately cease all use and occupation of the Building and the Lease Areas and vacate, deliver up possession of the Building and License Areas. The City may, without notice or any form of legal process, and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Building and take possession of the Building.

### **13.3 Distress**

If the Rent or Reserve Fund Contributions payable by the Society are in arrears for thirty (30) days or more, the City or a person authorized in writing by the City may enter upon or into the Building and seize any goods or chattels and may sell the same.

### **13.4 Termination without Cause**

Notwithstanding the rest of this Agreement, either party may terminate this Agreement upon at least six (6) months' written notice to the other party.

### **13.5 Return of Operating Grant**

The Society shall immediately upon expiration of the Term or the earlier termination of this Agreement, release, relinquish, and return pro rata portion of the Operating Grant to the City, to be calculated based upon the date of expiration of the Term or the termination of the Agreement, whichever applies.

### **13.6 Overholding**

If the Society continues to occupy any or all of the Building after the expiration of the Term or the earlier termination of this Agreement, such holding over will not constitute a renewal of this Agreement. In such case, the City, at its option, may elect to treat the Society as one who has not vacated at the end of the Term and to exercise all of its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Agreement except as to the Term. For clarity, this section does not authorize or permit the Society to overhold.

### **13.7 Compensation Upon Termination**

The Society shall not make any claim for compensation, in damages or otherwise, upon the termination or expiry of this Agreement. If the City terminates this Agreement, the City retains the right to proceed at law against the Society for all of the Rent and Reserve Fund Contributions and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Society under this Agreement.

### **13.8 State of the Building and Lands at Termination**

If the Society fails to leave the Building and the Licence Areas in a condition the same or largely similar to the condition the Building and License Areas were in immediately following the most recent inspection by the City, notwithstanding reasonable wear and tear, the City may take such action as the City deems necessary to rectify such breach on behalf the Society. In that instance, the Society must, on demand, compensate the City for all costs incurred by the City.



### **13.9 Vacate Upon Termination, Survival**

At the termination of this Agreement, whether by effluxion of time or otherwise, the Society shall vacate and deliver up possession of the Building in good repair and in a clean, safe, and uncontaminated condition, and the Society shall surrender all keys to the Building to the City.

### **13.10 Additional Rights of Re-Entry**

If the City shall re-enter the Building or terminate this Agreement, then:

- a) notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Agreement relating to the consequences of termination shall survive;
- b) the City may re-enter and retake possession of the Building and the Collection, and the Society hereby releases the City from all actions, proceedings, claims, and demands whatsoever for or in respect of any such entry or any loss or damage in connection therewith or consequential thereupon; and
- c) the City may re-let the Building or any part thereof for a term or terms, which may be less or greater than the balance of the Term, and may grant reasonable concessions in connection therewith.

### **13.11 Delivery of Information**

At the expiry or earlier termination of this Agreement, the Society will deliver to the City a detailed list of all computer software, with the assignment of all rights, for management and recording of all original paper and electronic information about the Facility and its operations and maintenance.

### **13.12 Remedies Cumulative**

No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity, or expressly provided for in this Agreement.

## **14. GENERAL TERMS**

### **14.1 Assignment and Subleasing or Sublicensing**

The Society shall not assign this Agreement and may not mortgage this Agreement by assignment or sublease. The Society may only rent or sublet interior portions of the Building, and may retain all revenues derived therefrom, to provide a wider variety of amenities and further the objectives of the Society. A rental or sublet of the Building to a subleasee may only occur on the following basis:

- a) the Society establishes and adheres to policies and guidelines which ensure a fair process for individuals and organizations wishing to obtain a rental or sublease;

- b) the Society ensures that rental and sublease rates are fair, reasonable, and consistent with the operation of a first-class art centre;
- c) the Society sublease rates include payment of property tax as part of the rent;
- d) the Society requires the subleasees to enter into a rental contract or sublease in a form acceptable to the City;
- e) the Society ensures that no rental or sublease agreement has a term that exceeds the Term of this Agreement; and
- f) the Society requires that subleases, at all times, have insurance in place pursuant to Section 11.6 of this Agreement.

#### **14.2 Society's Representations and Warranties**

The Society represents and warrants that it:

- a) is a not-for-profit Society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain to its members;
- b) has the power and capacity to enter into and carry out its obligations under this Agreement; and
- c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

#### **14.3 City's Powers Unimpaired**

Nothing contained or implied in this Agreement affects or prejudices the City's rights, powers, duties, or obligations in the exercise of its functions pursuant to the *Local Government Act* [RSBC 2015] Chapter 1, the *Community Charter*, or its rights and powers under any enactment, to the extent the same apply to the Building or the Lands, all of which may be fully and effectively exercised concerning the Building or the Lands as if this Agreement had not been fully executed and delivered.

#### **14.4 Freedom of Information**

The parties acknowledge, agree, and consent to the disclosure of this Agreement as a matter of public record, and further acknowledge and agree that applicable laws may require disclosure of information, provided by one party to the other pursuant to or in connection with this Agreement.

#### **14.5 Entire Agreement**

The provisions in this Agreement constitute the whole of the 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 this Agreement.



**14.6 Amendment**

This Agreement may not be modified or amended except in writing signed by the City and the Society.

**14.7 Enurement**

This Agreement shall enure to the benefit of and be binding upon the City and the Society and their respective successors and permitted assigns, if any.

**14.8 City Interests**

The Society acknowledges and agrees that the City may assign, transfer, mortgage, subdivide, and otherwise deal with its interests in the Building, the License Areas, Lands or any portion thereof, whether land or improvement, without the consent of the Society.

**14.9 Attornment**

If any person shall, through the City, succeed to the rights of the City under this Agreement or to ownership of the Building then, upon the request of the party succeeding to the City's rights hereunder, the Society shall attorn to and recognize the new owner(s) as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of interest of the City hereunder, upon the written request of the transferee and the City, the Society shall attorn to and recognize the transferee as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that the transferee and the City may reasonably request to evidence the attornment, provided that the transferee agrees with the Society to become the landlord hereunder and to assume the obligations of the City hereunder that are to be performed by the transferee after the transfer.

**14.10 Certificates**

The City and the Society agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect as modified and identifying the modifications;
- b) the dates to which the Rent, Reserve Fund Contributions, and other charges or fees have been paid;
- c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular inquiries, the party who requests the statement is not in default under any provisions of this Agreement or, if in default, the particulars thereof; and
- d) any other reasonable information which is requested.

#### **14.11 Not in Registrable Form**

The Society acknowledges and agrees that the City is under no obligation at any time to deliver this Agreement or any instrument creating this Agreement to the Society in a form registrable in the Land Title Office.

#### **14.12 Notice**

Any notice, request, direction, or other communication (any of which is a "Notice") that is to be given or made by a party under this Agreement, shall be in writing, and if to the City, either delivered to an executive officer of the City or delivered or mailed (by prepaid registered mail) to the City at the address set out on page 3 of this Agreement, or if the City has given the Society Notice of another address in Canada to which notices to the City under this Agreement are to be given, then to the last such address of which the Society has been given Notice or sent by e-mail; and if to the Society, either delivered to the Society personally (or to a partner or officer of the Society if the Society is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Society at the Building or sent by email, addressed as follows:

- a) To the City: City of Kelowna  
E-mail Address: culture@kelowna.ca  
Attention: Manager of Cultural Services
- b) To the Society: Kelowna Visual and Performing Arts Centre Society  
E-mail Address: director@rotarycentreforthearts.com  
Attention: Executive Director

Every such Notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada, provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered. Any Notice sent by e-mail is to be considered given on the day it is sent if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

#### **14.13 Waivers**

A waiver by a party of any default by the other party shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

#### **14.14 Further Assurances**

The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

#### **14.15 Own Cost**

The Society shall perform all obligations, covenants, and agreements under this Agreement solely at its own cost.



#### **14.16 Joint Venture**

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

#### **14.17 Independent Contractor**

The parties have entered into an arm's length contract for the provision of the services set out in this Agreement; the Society is an independent contractor, not an employee of the City.

#### **14.18 Legal Advice**

The Society acknowledges and agrees that the City has recommended that it receive independent legal advice concerning this Agreement, and that the City has provided the Society with adequate time to do so.

#### **14.19 Time is of the Essence**

Time is of the essence of this Agreement.

### **15. INTERPRETATION**

#### **15.1 Headings and Table of Contents**

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience only and do not form a part of this Agreement and will not be used to interpret, define, or limit the scope, extent, or intent of this Agreement.

#### **15.2 Schedules**

The following schedules are attached to and form part of this Agreement:

- a) Schedule "A" - Administration and Programming Requirements
- b) Schedule "B"- Rotary Centre for the Arts Lease and License Area
- c) Schedule "C"- Legal Notices and Encumbrances
- d) Schedule "D"- Building Maintenance and Operations Responsibility Checklist
- e) Schedule "E" - Insurance Certificate
- f) Schedule "F" - Society Maintenance Limit Clarification

#### **15.3 Number and Gender**

Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.

**15.4 Use of the Word "Including"**

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

**15.5 Governing Law**

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with the laws applicable and in force in British Columbia.

**15.6 Severability**

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

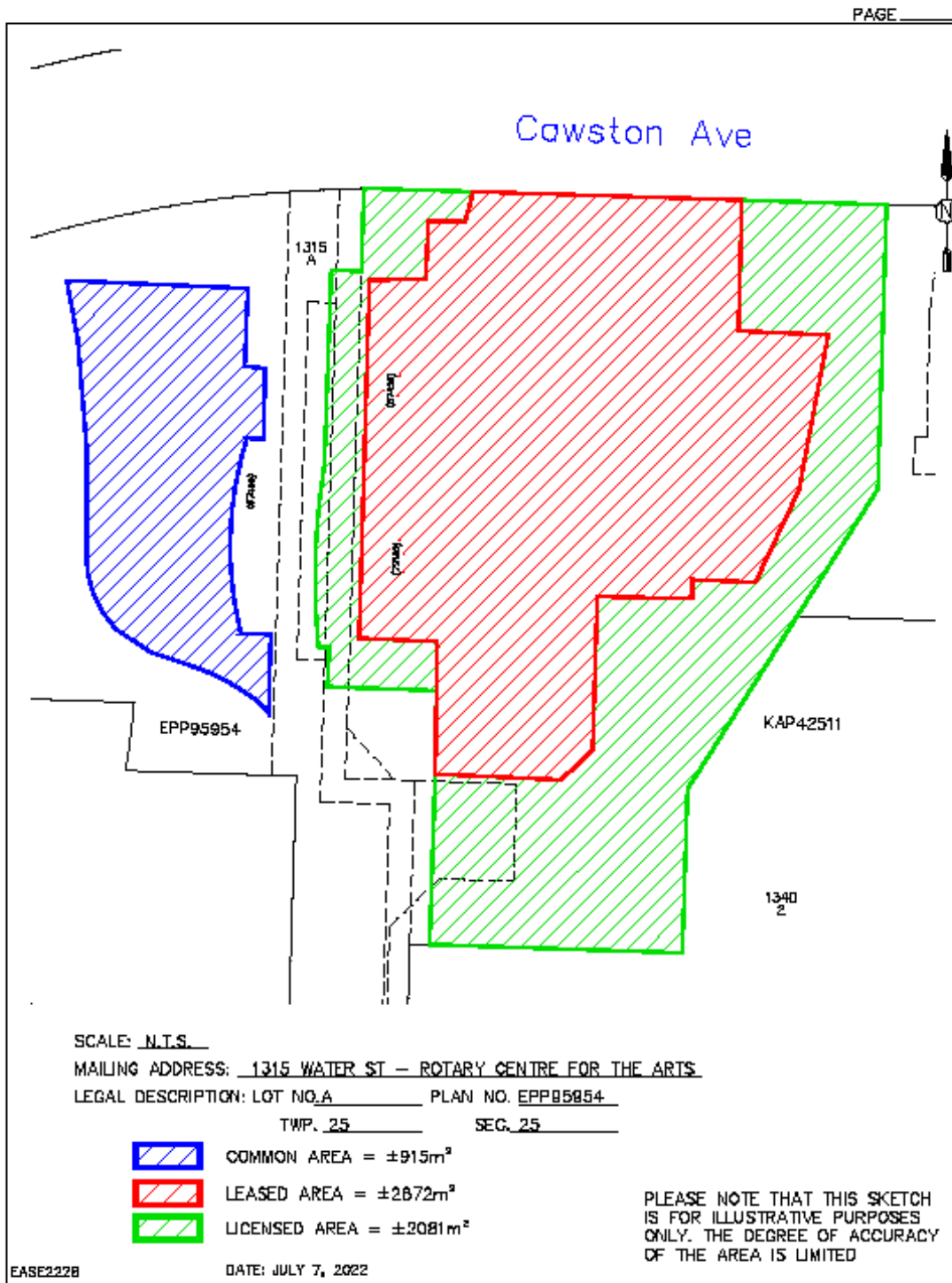
IN WITNESS WHEREOF the City and the Society have executed this Agreement on the date first above written.

**CITY OF KELOWNA** by its authorized )  
signatories: )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
City Clerk )

**KELOWNA VISUAL AND PERFORMING )  
ARTS CENTRE SOCIETY )  
by its authorized signatory: )  
 )  
\_\_\_\_\_)  
Signature )  
 )  
\_\_\_\_\_)  
Print Name )**



# Schedule A – Rotary Centre for the Arts, License and Common Area



## Schedule B - Administration and Programming Requirements

The Society conveys to the City that during the term of the Agreement it will fulfill the following requirements.

### 1. USE OF THE BUILDING:

The Society shall use the Building for:

1. The operation and maintenance of a visual and performing arts centre for the perpetual benefit of the city and citizens of the City of Kelowna and the surrounding areas;
2. Holding arts and culture special events and exhibitions throughout the year;
3. The provision of arts and cultural programs, activities, events and services consistent with the KVPACS mandate and any City of Kelowna Cultural Plan and Cultural Policy as may be in place during the term of this Agreement;
4. The provision, through subleases and rentals, of the studio, gallery, performance, meeting room, and activity spaces within the Building for use by individuals and groups for purposes consistent with the terms of this Agreement with proceeds from revenue-generating activities to help support mission-driven activities
5. The lease of or operation of a bistro, including but not limited to, counter service and catering services;
6. The holding of and the responsible third-party assignment of a Liquor Primary Licence;
7. Such other uses as are customarily incidental to an art and cultural centre providing activities for the education and enjoyment of the community; and
8. Providing open public access and offerings that are diverse and inclusive and foster belonging

### 2. COVENANT TO OPERATE

The Society shall throughout the Term continuously operate, occupy, and utilize the entire Building for the purpose set out herein, but specifically as a first-class art centre in keeping with the standards maintained by similar centres in British Columbia.

### 3. GENERAL ADMISSION FEE

The Society may charge an admission fee to the Building at rates that are generally affordable to the residents of the City.

### 4. PROGRAM AND SERVICE FEES

The Society may charge market rates for programs, special events, and other services offered.



5. STAFFING

The Society shall always provide appropriately trained staff to operate and maintain the Building.

6. SUPERVISION

The Society shall be responsible for supervising and controlling the activities of its members, directors, officers, employees, volunteers, and members of the public who are managing or utilizing the Building.

7. CULTURAL DISTRICT SUPPORT

The Society shall provide support through marketing, programming, and development of heritage, arts, and cultural projects within the scope of this Agreement, to support the success of initiatives within the Cultural District by co-operating and collaborating with the City and various organizations in the community.

8. COMMON AREA

1. The Society is aware that the Common Area as shown in Schedule A, known as the Rotary Arts Common, is a public park space maintained by the City of Kelowna and open to the enjoyment and use of all citizens, and that the Society cannot restrict access to the Park;
2. The Common Area is primarily for use by the general public and is not for the exclusive use of the Society. Long-term placement of equipment is not permitted in the Common Area without the written consent of the City.
3. The Society may use the Common Area for pre-approved, signature events and other short-term activities and programs carried out by the Society, as listed below:
  - a) educational activities and programs;
  - b) cultural initiatives; and
  - c) special events open to the general public.
4. The Society's use of the Common Area is subject to meeting the City's scheduling and usage requirements.
5. No permit fees will apply for the Society's use of the Common Area.
6. If the operation of the Common Area has an adverse effect on the neighborhood, the City reserves the right to impose additional operations restrictions, including restricting the use of the Common Area entirely, at the City's sole discretion.

## Schedule C - Legal Notices and Encumbrances

The Society acknowledges that this Lease and Operating Agreement is subject to the following legal notations and charges registered against the title to the Land:

- a. Permit, See DF KC35326
- b. Permit, See KM38661
- c. Permit, See KM38662
- d. Permit, See KN110593
- e. Permit, See LB369777
- f. Statutory Right of Way LB485502

and, the Society agrees to comply with the obligations within those documents, and within such other charges, interests and rights which the City may grant from time to time in the future, provided the interest of the Society under this Lease and Operating Agreement is not materially affected, and the Society shall execute any associated documents and plans.



## Schedule D - Building Maintenance and Operations Responsibility Checklist

Building Maintenance and Operations Responsibility Checklist	Rotary Centre for the Arts		
<b>Kelowna Visual and Performing Arts Centre Society</b>			
NOTE	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Backflow Preventor testing – Repair / Replacement	X		
Boiler operating permits			X
Card Access Rotary Centre for the Arts		X	
Electrical Field Safety Representative (FSR)		X	
Electrical operating permit		X	
Electrical system, including generator – annual inspection report		X	
Electrical system, including generator - preventative maintenance		X	
Electrical system, including generator - repairs (in accordance with Section 8.2)		X	
Electrical/lights - lamp & tube replacement		X	
Elevator equipment repairs		X	
Elevator maintenance contract		X	
Elevator operating permits		X	
Emergency lighting testing & repairs	X		
Exterior doors, windows, facades, etc. (in accordance with Section 8.2)		X	
Fire alarm system repairs	X		
Fire alarm system testing & inspection contracts	X		
Fire extinguisher monthly & annual inspections	X		
Fire safety plan		X	

Building Maintenance and Operations Responsibility Checklist			
<b>Kelowna Visual and Performing Arts Centre Society</b>	Rotary Centre for the Arts		
NOTE	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Fire safety drills		X	
Fire sprinkler system repairs	X		
Fire sprinkler system testing & inspection contracts	X		
Furnishings (maintain & replace)		X	
Garbage & recycling program		X	
Grease trap annual service			X
HVAC – annual inspection report	X		
HVAC - preventative maintenance	X		
HVAC - repairs	X		
Insurance – Automotive		X	
Insurance – Collection, archives & records		X	
Insurance - Liability		X	
Insurance - Property, building	X		
Insurance – Society-owned operational equipment, computers		X	
Interior intercom system		X	
Interior walls, flooring, doors, ceilings, windows, etc.		X	
Internet		X	
Janitorial services & supplies in leased spaces		X	
Janitorial services & supplies in public washrooms		X	
Keys – providing City with master keys, access codes, and emergency access contact information		X	
Keys & locks - repair & maintenance		X	

Building Maintenance and Operations Responsibility Checklist			
<b>Kelowna Visual and Performing Arts Centre Society</b>	Rotary Centre for the Arts		
NOTE	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Kitchen equipment repair & maintenance - Landlord Owned			X
Kitchen equipment repair & maintenance - Tenant Owned		X	
Kitchen exhaust hood annual cleaning			X
Kitchen exhaust hood repairs			X
Kitchen hood fire suppression system preventative maintenance			X
Kitchen hood fire suppression repairs			X
Kitchen hood fire suppression testing			X
Landscape maintenance	X		
Licenses			
Business License		X	
Liquor License		X	
IHA Food Operating Permit/ Food Safe Certification		X	
Overhead Doors – maintenance and repairs (in accordance with Section 8.2)		X	
Painting - Exterior	X		
Painting - Interior		X	
Parking lots – parking lines, sweeping, asphalt, signage, etc.	X		
Pest control		X	
Plumbing system – annual inspection report		X	
Plumbing system - preventative maintenance		X	
Plumbing system - repairs (in accordance with Section 8.2)		X	
Property taxes		X	



Building Maintenance and Operations Responsibility Checklist			
<b>Kelowna Visual and Performing Arts Centre Society</b>	Rotary Centre for the Arts		
NOTE	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Roof – annual inspection report	X		
Roof - preventative maintenance and repairs	X		
Security and Video Monitoring System – interior only		X	
Signage		X	
Site drainage	X		
Snow removal Snow removal and ice control (shared responsibility) City to include public sidewalks, the Society to include the Building entrances and emergency exits.	X	X	
Telephone		X	
Tenant improvements		X	
Tenant improvements – repair, maintenance & replacement		X	
Tree removal	X		
Utilities – electricity		X	
Utilities – natural gas		X	
Utilities – propane			X
Utilities – water, sewer		X	
Vandalism (exterior)	X		
Vandalism (interior)		X	
Window cleaning (exterior)		X	
Window cleaning (interior)		X	



## Schedule F - Society Maintenance Limit Clarification

### Scope of the Clause

The Society Maintenance Limit only applies to repairs and maintenance expenses for plumbing, electrical, and building fabric that are the responsibility of the Society, in accordance with Schedule D and in excess of the Society Maintenance Limit.

The Society remains responsible for interior electrical, plumbing, or building fabric upgrades, renovations, and renewals as a result of operational changes. The collaborative undertaking of these types of projects may be possible in accordance with clause 8.18.

### Process

When required maintenance and repair work identified by the Society is likely to exceed the Society Maintenance Limit:

1. The Society shall connect with its City Liaison to identify the required repair;
2. The City Liaison shall submit a service request through the appropriate internal system to Building Services for investigation;
3. Building Services shall send a representative to investigate the required repair and determine the appropriate course of action (i.e. repair is required and work is to be completed internally by a City staff tradesperson or work is to be completed externally by a City approved contractor);
4. An estimate(s) for the work shall be obtained by the Society from a City-approved contractor or provided by Building Services\*;
5. Before the start of any work, the Society shall obtain written pre-approval and authorization for the expense from the Building Services Manager, through their City Liaison; via email is sufficient. Regardless of the course of action discussed with the City staff tradesperson, written preapproval of any expense to be reimbursed is required. Failure to obtain preapproval may result in the expense not being reimbursed. To obtain pre-approval the Society shall request authorization by providing the quote via email to the City Liaison;
6. The work shall commence;
7. Once the work has been completed, the Society shall provide the City Liaison with:
  - a) pre-approval email;
  - b) copy of the invoice(s) from the contractor(s);
  - c) confirmation that the invoice has been paid in full; and
  - d) an invoice to the City of Kelowna from the Society for the amount in excess of the Society Maintenance Limit.
8. The City Liaison shall review the package of materials for completeness and forward it to Building Services for approval;
9. Building Services shall review the package and arrange for payment of the invoice to the Society.



\* Where deemed possible, more efficient, and more cost-effective, work may be completed by a City staff tradesperson. This is at the sole discretion of the Building Services Manager. A work estimate must be provided in advance of the work and the Society will be invoiced by the City up to the maximum of the Society Maintenance Limit.

**Further Clarification**

- An "event" is defined as the full resolution of a maintenance and repair issue, including investigation and remediation of the cause of the issue. The resolution of a single event may involve multiple contractors and/or invoices.
- All contractor invoices must be paid in full by the Society, no late charges or accrued interest will be reimbursed.
- City-approved contractors must be used for all facility work.

# **Lease and Operating Agreement Between the City of Kelowna and Kelowna Art Gallery Association**

January 2023

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## Lease and Operating Agreement

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023

### **BETWEEN:**

**CITY OF KELOWNA**, a municipality incorporated under the laws of the Province of British Columbia, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

### **AND:**

**KELOWNA ART GALLERY ASSOCIATION** (Inc. No. S-0012999) a Society duly registered pursuant to the *Societies Act* [SBC 2015] Chapter 18, of the Province of British Columbia, having its offices at 1315 Water Street, Kelowna, B.C. V1Y 9R3

(the "Society")

### **WHEREAS:**

A. The City is the registered owner in fee simple of the lands in the City of Kelowna, British Columbia, legally described as:

- PID: 031-303-561  
Lot A, District Lot 139, Osoyoos Division, Yale District, Plan EPP95954  
(the "Lands");

and the City owns the building located on the Lands identified in the attached Schedule A - Kelowna Art Gallery Lease, License, and Common Areas (the "Building");

- B. The City wishes to provide a venue for the exhibition, promotion, and advancement of both historical and contemporary Canadian art for the City and region, and its residents and visitors;
- C. The City wishes to contract with a society that can manage and operate the venue as an anchor cultural institution in the Cultural District of downtown Kelowna specifically, and throughout the community in general, as well as to facilitate the preservation, documentation, exhibition, and interpretation of art in the venue for the residents and visitors of the City;
- D. The Society wishes to cooperate and collaborate with the City in furthering the appreciation of the arts in Kelowna; and

- E. The City recognizes the valuable contribution that the Society provides to the Cultural District specifically and the City as a whole.

NOW THEREFORE THIS AGREEMENT is evidence that in consideration of the mutual promises and payments provided for in this Agreement and the payment of one dollar (\$1.00) from the Society to the City and other good and valuable consideration (the receipt and sufficiency of which the City hereby acknowledges) the parties covenant and agree as follows:

## **1. OBJECTIVES**

Through this Agreement, the City and the Society seek to achieve the following shared objectives:

- a) provision of the wide range of programs and services described in Schedule B - Administration and Programming Requirements, which facilitates the exhibition, promotion, and advancement of both historical and contemporary Canadian art for the City and the surrounding region, and its residents and visitors;
- b) cost-effective, viable, and prudent long-term tenure, operation, and maintenance of City-owned lands and buildings;
- c) increased leverage of City resources through the development of community partnerships and diverse funding sources, including donations, sponsorship, grants, and fees; and
- d) contributing to the appreciation of the arts in Kelowna and the surrounding region.

## **2. GENERAL DUTIES AND OBLIGATIONS OF THE SOCIETY**

In addition to the other covenants and obligations to be performed by the Society under this Agreement, the Society covenants and agrees that it will, at all times:

- a) continue to be a registered charity, in good standing with the Government of Canada and a registered society in the Province of British Columbia;
- b) perform promptly and safely all its obligations under this Agreement;
- c) be just and faithful in the performance of its obligations under this Agreement and in its dealing with the City under this Agreement;
- d) maintain Bylaws that permit all residents of Kelowna to become members of the Society;
- e) abide by the purposes identified in its member-approved Constitution and Bylaws;
- f) be solely responsible for determining the themes and content of all exhibitions, programs, special events, and their related initiatives in the Building;

- g) permit a City designate to attend all meetings of the Society's Board of Directors as the City's liaison: to address matters between the City and the Society, and to act as the first point of contact for inquiries (the "City Liaison");
- h) be responsive to the changing community needs and evolving practices with regard to the preservation, documentation, exhibition, and interpretation of art;
- i) not make substantive changes to its name or its purposes in its Constitution without the express written consent of the City, which shall not be unreasonably withheld;
- j) provide to the City a true copy of its current Constitution and Bylaws upon execution of this Agreement, and thereafter to provide true copies of all amendments to the said Bylaws; and
- k) not take any action, or permit its officers, employees, contractors, or agents to take any action, which is intended, or would reasonably be expected, to harm the City's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the City; provided, however, the foregoing limitation shall not apply to compliance with any legal process or statements made in response to an authorized inquiry from a court or regulatory body.

### **3. TERM**

The term of this Agreement shall be for five (5) years commencing on January 1, 2023 (the "Commencement Date") and expiring on December 31, 2027 (the "Term"), subject to earlier termination as provided herein.

### **4. PREVIOUS AGREEMENTS**

This Agreement replaces any and all previous agreements, whether written or not, between the City and the Society, and the parties agree that any and all previous agreements shall be terminated and be of no further force and effect as of the Commencement Date.

### **5. USE AND OCCUPATION OF BUILDING**

#### **5.1 Grant of Leases**

The City hereby leases the Building to the Society (the "Lease") for the Term on the terms and conditions of this Agreement and for the purposes set out in this Agreement. The Society acknowledges that this Agreement is subject to the legal notations and charges registered against the title to the Lands as per Schedule C.



## **5.2 Licenses**

The City hereby grants to the Society a non-exclusive right and license to enter onto and use the Lands surrounding the Building for the sole purposes of accessing the Building for the Term; including, without limitation, the outdoor steps, patios, walkways, pathways, loading areas, roofs, and adjacent areas necessary for pedestrian and vehicle access, and appropriate exhibit and programming functions related to the Building as per Schedule A (collectively, the "License Areas").

## **5.3 Common Area**

The Society shall have a non-exclusive right to use the Common Area adjacent to the License Areas, as identified in the attached Schedule A (the "Common Area"); provided, however, that the Society's use of the Common Area shall be subject to such rules and regulations as the City shall make from time to time. The City reserves the right, at its sole discretion, to:

- a) utilize portions of the Common Area for such purposes that, in the City's judgment, tend to attract the public;
- b) change the shape, size, location, and extent of improvements on the Common Area;
- c) eliminate or add any improvements to the Common Area; and
- d) temporarily close any portion of the Common Areas for repairs, maintenance, alteration, private events, or for any other reason deemed sufficient by the City.

## **5.4 Permitted Uses**

The Society will only use and occupy the Building and the License Areas to provide the services outlined in Schedule B.

## **5.5 Accessibility of the Building**

The Society shall operate the Building so that it is open to the public during ordinary hours of operation, that its programs are available to the public, and so that the Building is fixtured and maintained to be accessible to persons with diverse abilities. The Society and the City will work in cooperation should significant improvements to the Building be required to improve access.

## **5.6 Smoking and Vaping**

The Society shall operate the Building as a non-smoking, non-vaping building.

## **5.7 Acknowledgement and Agreements of the Society**

The Society acknowledges and agrees that:

- a) the Society leases the Building and licenses the License Areas on an "as is" basis, and the City has not made any representations, warranties, or agreements as to the environmental condition of the Buildings or the Lands;
- b) it is the sole responsibility of the Society to satisfy itself concerning the environmental conditions of the Building and the Lands, including, without limitation, by conducting any reports, inspections, tests, investigations, studies, audits, surveys, and other inquiries as the Society, in its sole discretion, considers necessary in order to satisfy itself as to the environmental condition of the Building and the Lands;
- c) the City has made no representations or warranties concerning the Lands and the Building including, without limitation, concerning the condition or suitability of the Lands and the Building for the Society's intended use;
- d) by entering into this Agreement, it is satisfied that the Building and License Areas are suitable for the Society's purposes; and
- e) all resolutions and other corporate prerequisites for this Agreement have been duly passed and the persons executing this Agreement on its behalf are authorized to do so.

#### **5.8 Covenant to Operate**

The Society shall ensure that, unless prevented by applicable regulatory authorities or for reasons of repair or maintenance, the Building and License Areas shall remain open to and accessible to the public throughout the Term, subject to the Society's right to close the Building at the Society's discretion, in accordance with the Society's published schedules and as the parties otherwise agree in writing.

#### **5.9 Compliance with Laws**

The Society shall carry on and conduct its activities in, on, and from the Building and License Areas in compliance with any and all statutes, laws, regulations, enactments, bylaws, and orders from time to time in force, shall comply with the terms of any charges registered against title the Lands, shall obtain all required approvals and permits thereunder, and shall not to do or omit to do anything in, on, or from the Building or License Areas in contravention thereof. The Society shall carry on and conduct its activities in compliance with the collection of all applicable Goods and Services Tax ("GST"), Provincial Sales Tax, and other taxes as the relevant legislation in force dictates.

#### **5.10 Public Safety**

The Society shall take all reasonable precautions to ensure the safety of all persons using the Building.

### **5.11 No Waste or Nuisance**

The Society shall not:

- a) commit, suffer, or permit any wilful or voluntary waste, spoilage, or destruction of the Building or the License Areas; or
- b) do or permit to be done in, on, or from the Building or License Areas anything that may be or become a nuisance or annoyance to the owners, occupiers, or users of other parts of the Lands, adjoining lands, or to the public, including the accumulation of rubbish or unused personal property of any kind.

### **5.12 Furniture and Equipment**

The Society shall acknowledge and agrees that:

- a) all equipment and furnishings (the "Facility Property") placed or installed in the Building shall be the property of the Society until the earlier of the dissolution of the Society, the expiry of this Agreement, or the termination of this Agreement pursuant to Section 13, at which time ownership of all Facility Property shall revert to the City;
- b) the Society shall maintain a record of all Facility Property, in a form acceptable to the City, and shall deliver the same to the City upon request;
- c) during the Term of this Agreement the Society shall maintain insurance for the Facility Property in accordance with Section 11;
- d) the Society shall create and implement a disposal policy for Facility Property in a form acceptable to the City; and
- e) the Society must notify the City of the disposition of any Facility Property with an estimated value of two thousand five hundred dollars (\$2,500.00) or more.

### **5.13 Right to Inspect**

The City or its authorized representative may enter the Building at all reasonable in order to inspect the Building.

### **5.14 Emergency Use**

The Society shall make all or part of the Building available for use in the event of a community emergency, as determined by the City in accordance with applicable enactments. The City shall solely be responsible for determining whether the Building can safely be used at the time of the emergency, and shall:

- a) be responsible for any direct expense incurred or damage caused to the Building as a result of such use;
- b) be responsible for any and all liabilities, costs, expenses, suits, or claims arising as a result of such use;



- c) compensate the Society for all increased operating costs incurred during such use by the City; and
- d) compensate the Society for uninsured business losses arising out of such use, provided that the Society must act reasonably in re-arranging bookings and events to minimize the extent of any business losses during such use.

#### **5.15 Vacant Building**

If directed to cease services and operations by an applicable regulatory authority for public safety reasons, such as natural disaster, pandemic, or other significant public concern, the Society shall continue to maintain responsibility of the Building and endeavour to take the necessary steps to ensure the Building is kept safe. This may include, but is not limited to, routine internal and external inspections of the Building. The Society may seek direction and support from the City as required.

#### **5.16 Access for Telecommunication Antenna Systems**

Upon request from the City, the Society shall grant access to the Building for the installation and maintenance of telecommunication antenna systems. Such installation shall occur in consultation with the Society and shall not interfere with the operations of the Society.

### **6. FEES AND EXPENSES FOR USE OF BUILDINGS**

#### **6.1 Rent**

The Society shall pay to the City:

- a) annual rent in the amount of one dollar (\$1.00), plus any and all applicable taxes, payable on the first day of the Term and each anniversary thereafter (the "Base Rent"); and
- b) all additional sums of money to be paid by the Society to the City under this Agreement (the "Additional Rent"),

(collectively, the "Rent"). The Society shall pay Additional Rent monthly, plus any and all applicable taxes, within fifteen (15) days of the Society's receipt of an invoice from the City.

#### **6.2 Contributions to Reserve Fund**

In addition to the Rent, the Society shall make monthly contributions to a building contingency reserve fund (the "Reserve Fund") in the amount of one thousand five hundred dollars (\$1,500.00), to an annual total of eighteen thousand dollars (\$18,000.00), plus any and all applicable taxes, to be adjusted annually starting January 1, 2024 by the British Columbia Consumer Price Index (the "BC CPI") annual average for the prior year (the "Reserve Fund Contribution"). In any calendar year, should the BC CPI be a negative, no change shall occur. The Reserve Fund Contribution will be held by the City in a reserve account and collected monthly from the Society using Pre-Authorized Debit ("PAD").

The Reserve Fund will be used by the City to fulfill its responsibility as a Landlord: to perform capital improvements and maintain the building reserve envelope.

### **6.3 No Deductions**

The Society shall pay the Base Rent, the Reserve Fund Contribution, and the Additional Rent without deduction, abatement, set-off, or withholding whatsoever, despite any law or statute now or in the future to the contrary. The Society's obligation to pay the Base Rent, the Reserve Fund Contribution, and the Additional Rent survives the expiry or earlier termination of this Agreement.

### **6.4 Payment of Taxes, Utilities and other Expenses**

The Society covenants and agrees with the City to pay all charges, costs, duties, expenses, rates, sums, assessments, taxes (including property taxes), telephone, electrical, gas water, sewage garbage disposal, internet, cablevision, security systems, and other utility charges and payments for work and materials in any way relating to the Building and the License Areas, and that in the event of any such amounts remaining unpaid after they come due, such amounts shall be deemed as Additional Rent and may be collected by the City as Rent. In addition, the Society agrees to pay the City any and all applicable taxes in respect of Base Rent, Additional Rent, or any other services that may be paid from time to time.

## **7. FINANCIAL AND REPORTING OBLIGATIONS**

### **7.1 Operating Grant from the City**

During the Term the City will pay to the Society an annual operating grant of five hundred eleven thousand dollars (\$511,000.00), to be adjusted annually starting January 1, 2024 by the BC CPI annual average for the prior calendar year (the "Operating Grant"). In any calendar year, should the BC CPI be negative, no adjustment will occur. The Operating Grant will be payable in semi-annual installments, on March 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year. The City and the Society acknowledge and agree that the Operating Grant is provided to support the Society's programs and services, which are delivered for a public purpose and the public good, and facility maintenance (the "Core Programs and Services").

### **7.2 Additional Funds**

The Society will not seek or request additional operating grant funds from the City, except in accordance with Section 7.3, or in the case of unanticipated exceptional need or emergency, the reason for which is to be fully stated. The Society is not precluded from applying for other City grants through established programs, provided that it meets program eligibility requirements.

### **7.3 Funding Increases through Annual Budget Process**

Through submission of a business case, the Society may, from time to time, seek supplemental operating grant funds from the City, in addition to the Operating Grant, to enhance the programs and services it offers. The City will, at its sole discretion, consider the business case in support of the supplemental funding request as part of its annual financial planning process for the following calendar year. The City has no obligation to approve the request for supplemental funds, and approval of the request is at the sole discretion of the City.

### **7.4 Annual Reporting – Format & Content**

By March 31 of each year during the Term, the Society will provide to the City an annual report, in the City's prescribed format, which includes, but is not limited to, the following information relating to the prior calendar year (the "Annual Report"):

- a) professionally prepared audited annual financial statements, approved by the Society's Board of Directors, for the most recent fiscal year-end;
- b) proof of insurance as specified in Section 11;
- c) current year operating and capital budget, as approved by the Society's Board of Directors, with actuals or forecast to March 31;
- d) program information, in a form acceptable to the City, which includes;
  - list of City locations, and the programs and services provided;
  - statistical summary of people served by the Society in the prior year, which may take the form of registration, attendance, visitation, participation, membership, or a combination thereof;
  - highlights of particular achievements and successes in the prior calendar year with a focus on the impact of the Society's programs in the community; and
  - identification of active partnerships or collaborations, and the beneficial outcomes of same.
- e) governance and planning information, which includes:
  - a list of the Society's directors;
  - an organizational chart indicating key management and staff roles and staffing levels;
  - objectives for the current calendar year; and
  - a realistic self-assessment, including identification of areas where improvements can be made in the areas of programming, organization governance, and financial oversight, along with strategies and processes to achieve improvements. This may be in the form of a strategic plan, program evaluation, or consultant's report,



and may include information about trends, external threats, or other factors which influence the Society's planning and results.

f) for the Building, provide a:

- summary of operational expenses for gas, water, and electrical utility data (as applicable), indicating consumption and costs;
- summary of janitorial costs;
- list of maintenance and repair tasks carried out by the Society, with costs and contractors/trades identified;
- inspection reports as listed in Section 8.4, along with upcoming capital expenses/projects that the Society intends to undertake in the coming year; and
- inspection reports as listed in Schedule D - Building Maintenance and Operations Responsibility Checklist.

g) any other information as requested.

The City will provide to the Society with the prescribed format of the Annual Report no later than January 31 of each year.

The City may request, at its sole discretion, that the Society provide a public-in-attendance report to the City's Council in a prescribed format, which will reflect the reporting information listed in this section.

## **7.5 City Feedback on Reporting**

Upon reviewing the Annual Report, in each calendar year the City may, at its sole discretion, make specific recommendations and requests to be fulfilled by the Society (the "Recommendations"). The Recommendations are intended to be constructive and offered in the spirit of learning and improvement. The Society shall review the Recommendations and provide the City with notice of their agreement to implement the Recommendations, such agreement not to be unreasonably withheld, and a timeline for implementation of the Recommendations.

In the event the Society is unwilling to agree to implement any particular Recommendations, the Society will provide the City with written notice of the same, along with the reasons implementation is not feasible for the on-going operation of the facility. Upon the delivery of such notice, the Society and the City shall exercise good faith efforts to seek a mutually satisfactory resolution to any dispute arising in relation to the Recommendations.

Should the parties fail to agree on the implementation of the Recommendations within sixty (60) days of the Recommendations being made, the matter shall be referred to a single

arbitrator pursuant to the *Commercial Arbitration Act* [SBC 1986] Chapter 3, as amended from time to time (the "*Commercial Arbitration Act*"). The arbitrator will be selected by agreement of the parties, or, failing agreement of the parties, appointed pursuant to the *Commercial Arbitration Act*, and the arbitrator's decision shall be binding upon both parties. The costs of the arbitration shall be borne in equal parts by both parties.

Should the Society not implement the agreed upon Recommendations within the agreed, or arbitrator-determined, timeline, the City may at its sole discretion adjust any payments owed to the Society to allow for the City to implement the Recommendations, including the Operating Fund, or terminate this Agreement in accordance with Section 14.

Recommendations and requests made by the City under this section or during other discussions, meetings, or communications between the Society staff, officers, or board members and the City do not constitute direction or instructions by the City staff, agents, or Council. The Society is responsible for the direction and governance of all its operations.

## **7.6 Accounts**

The Society shall, at all times during the Term:

- a) keep, or cause to be kept, true and accurate records and accounts regarding the management and operation of the Building, including without limitation:
  - core programs and services records: financial reports and records, (in accordance with generally accepted accounting principles), accident and incident reports, program registration reports, and customer comments; and
  - building records: any WorkSafeBC safety inspection records, energy consumption logs, annual building inspection reports, health department inspections and reports, preventative maintenance records, fire and emergency drill records, or other such similar records that the Society may acquire from time to time.
- b) on seventy-two (72) hours' notice, permit the City, its accountants, and other representatives, at the City's expense and at all reasonable times, to examine and make copies of any and all documents listed in this section, and any other documents under the control of the Society that relate to the Building, and to audit the same; and
- c) upon termination or expiration of this Agreement, and within the limitations of privacy legislation, surrender all records, except those relating to the Society's staff, to the City.

## 8. REPAIRS, MAINTENANCE AND CHANGES TO THE BUILDING

### 8.1 Routine Maintenance and Repairs

Throughout the Term, the Society shall, at its sole expense, clean, maintain, and keep the Building and the License Areas, and all fixtures and appurtenances thereon, in good repair, consistent with standards of repair generally accepted in British Columbia with respect to comparable premises.

Routine maintenance means any action taken that can prolong the life expectancy of facility equipment, including plumbing and electrical, and prevents premature operations failures.

Repair costs are defined as the costs incurred to bring an asset back to an earlier condition or to keep the asset operating at its present condition. Any individual repair that costs more than the residual value should result in a replacement, as opposed to a repair.

The Society is responsible for and must complete all routine maintenance, inspections, and repairs according to Schedule D, and adhere to all Technical Safety BC regulations with respect to the Building and the License Areas necessary for the Society's use, occupation, and operation of the Building and the License Areas.

The Society must make such repairs in a timely manner. If the Society fails to fulfil its maintenance responsibilities following any provision in this Agreement, the City may, at its sole discretion, declare the Society to be in default of this Agreement. At the end of the Term, the Society must surrender the Building and the License Areas to the City in good repair, excepting reasonable wear and tear.

### 8.2 Society Maintenance Limit

For electrical, plumbing, and building fabric, the Society is responsible for the repairs and maintenance up to the amount specified below for each event (the "Society Maintenance Limit"). Costs over and above the Society Maintenance Limit are the responsibility of the City. For clarity, in 2023 the Society would be responsible for the first one thousand five hundred dollars (\$1,500.00) of an electrical repair, and the City would be responsible for the remainder of the expense.

Year	Society Maintenance Limit per event
2023	\$1500.00
2024	\$1,550.00
2025	\$1,600.00
2026	\$1,650.00
2027	\$1,700.00



**a) Electrical**

Electrical maintenance and repairs including the replacement of all light bulbs, fixtures, fuses, circuit breakers, switches, and related electrical control components.

**b) Plumbing**

Plumbing maintenance, repair, and replacement.

**c) Building Fabric**

Building fabric repair and replacement, including all interior doors, interior windows and glass, floor, fixtures, walls, ceilings, building infrastructure, and all related hardware that controls entry or exit from all internal areas.

Clarification of this section is provided in Schedule F - Society Maintenance Limit Clarification.

**8.3 Substantial Maintenance and Repairs**

The City, in consultation with the Society, will maintain and repair the Building's structural members, foundations, roofs, external facades, doors, and windows using funds from the Reserve Fund described in Section 6.2, at the time of the proposed maintenance or repair.

**8.4 Inspections Performed by the Society**

The Society covenants and agrees to conduct, at a minimum, the inspections for the Building as outlined below:

**a) Electrical**

The Society's contractor shall act as the Field Safety Representative (the "FSR") for the Building, and the Society shall provide the City with an annual inspection report from the FSR contractor as part of the annual reporting process. The report will document the observed status of the electrical system, confirmation of completed preventative maintenance, and any recommended capital repairs.

**b) Plumbing**

The Society shall provide an annual inspection report from a contractor documenting the observed status of the plumbing systems, confirmation of completed preventative maintenance, and any recommended capital repairs.

All completed inspection reports under this section must be submitted to the City upon receipt by the Society and are also required to be submitted as part of the annual reporting process.

**8.5 Contractors**

All maintenance and repair work completed on the Building and License Areas must be performed by qualified and approved contractors as defined in this section, not volunteers.

For work on electrical and plumbing components and systems, the Society will exclusively engage contractors that have been selected by the City. The City will provide an update list of the selected contractors annually.

All other building contractors must be approved by the City and:

- a) be qualified to perform such work;
- b) carry a minimum of two million dollars (\$2,000,000.00) of commercial liability insurance;
- c) carry valid WorkSafeBC coverage; and
- d) act as the Prime Contractor for all work to be done.

### **8.6 Restoration Work / Non-Fire Building Emergencies**

The Society acknowledges and agrees that upon identifying a Building emergency, including, but not limited to, flooding or structural concerns, the Society shall:

- a) take immediate steps to respond to the emergency to the extent that any immediate risk to the safety of any persons or property is alleviated; and
- b) notify the City of the emergency as soon as practicable, but in any event no later than four (4) hours from the discovery of the emergency; failure to do so may result in the Society being financially responsible for any damage incurred.

A City representative can be reached by calling the non-emergency line at the fire department 250-469-8577, 24 hours a day, 7 days a week.

### **8.7 Minimum Work Standards**

The Society must ensure that any repairs or work with respect to the Building and the License Areas done by or on behalf of the Society:

- e) do not affect any Building systems or the License Areas;
- f) meet or exceed the standards of material and construction employed in the original construction of the Building and the License Areas; and
- g) comply with all applicable laws, statutes, enactments, regulations, bylaws, and orders from to time in force, including the applicable building code and bylaws of the City.

### **8.8 Annual Onsite Meeting**

The Society and the City shall meet annually to conduct an onsite walk through the Building to identify items that require maintenance and future capital replacement.

The walk through will be organized by the City, and meeting minutes and action items will be distributed to all attendees. The Society consents to complete the action items as per a

mutually agreed upon time frame. If the Society fails to complete the action items, any contingent damage as a result of the deferred repairs is the responsibility of the Society.

### **8.9 Keys and Access**

The Society is to provide the City access to the Building upon request, within a reasonable time frame. The Society is to also provide the City with master key(s) and necessary security information for the Building.

If, in the City's sole opinion, the Society does not provide adequate Building access, the City reserves the right to take over the management of the keys and access to the Building. Should the City take over the management of the Building keys, the Society covenants that it will not change the locks on the building, copy the keys or hand them out. The City will maintain a record of the keys and to whom they have been issued. If the locks need repair or replacement, the Society will inform the City.

### **8.10 Environmental Stewardship and Sustainability**

The Society must strive to operate the Building in an environmentally sensitive manner and pursue "green" initiatives through the implementation of innovative and responsible environmental practices. This includes taking active steps to reduce its carbon footprint, reduce waste, promote energy conservation, and ensure the on-going efficiency of the operation of the Building.

The Society covenants with the City:

- a) that the Society will co-operate with the City in the conservation of all forms of energy in the Building;
- b) that the Society will comply with all laws, bylaws, regulations, and orders relating to the conservation of energy and affecting the Building; and
- c) that the Society will, at its own cost, comply with reasonable requests and demands of the City made with a view of such energy conservation.

### **8.11 Energy Expense Reporting**

The Society agrees to grant permission to the utility providers (i.e. FortisBC) to provide the City with all utility billing reporting information pertaining to the Building.

### **8.12 Video Monitoring and Security**

The Society is solely responsible for the installation and ongoing operations and maintenance of all internal video monitoring and security systems. Installation requires City consultation with regards to penetrating the building envelope. The Society shall take all reasonable steps to



ensure that the Building, the Collections, staff, volunteers, and visitors are secure at all times, with the use of a monitored alarm system, security guards when appropriate, and other measures the Society considers necessary. Further, it is the responsibility of the Society to ensure all video monitoring and security systems consider all the appropriate legislation governing their use. The Society shall grant the City access to the security footage upon request.

#### **8.13 Capital Improvements and Use of the Reserve Fund**

The Society and the City agree that the Reserve Fund may be used for capital improvements, including maintenance or repair costs incurred by the City. The City agrees that it is obligated to consult with the Society for use of the Reserve Fund for the following purposes:

- a) any substantial maintenance or repair to the Building to be performed by the City under Section 8.3; and
- b) any landlord responsibilities.

#### **8.14 Society's Construction of Buildings, Structures and Other Improvements**

The Society must not construct, erect, or install or cause to be constructed, erected, or installed any buildings, structures, improvements, extensions, installations, alterations, additions, renovations, fixtures, signage, or other constructions in, on, over, under, around, and to the Building or the License Areas, or alter the existing state of the Building in any way, without the prior written consent of the City, which consent may be withheld for any reason at the City's sole discretion. If the City gives such consent, the Society must obtain the City's prior approval of drawings and specifications for such work, must do such work strictly in accordance with the approved drawings and specifications, and must comply with any conditions the City imposes with that approval. The Society is responsible for applying for the required permits and requesting the necessary construction inspections, including the final sign-off. The cost of construction and design of the improvements are the sole responsibility of the Society.

#### **8.15 Ownership of Improvements at Termination**

At the expiry of the Term or earlier termination of this Agreement, any improvements, extensions, installations, alterations, renovations, or additions to the Building and the License Areas, whether done by or on behalf of the Society or not, are forfeited to and become the permanent property of the City.

#### **8.16 Builders Liens**

The Society shall promptly discharge any builders' lien or other lien or claim of lien which may be filed against title to the Lands relating to any improvements, work, or construction that the Society undertakes on the Lands, and to comply at all times with the *Builders Lien Act* [SBC

1997] Chapter 45, as amended from time to time, in respect of any improvements, work, or construction undertaken on the Lands.

### **8.17 Capital Expenditures**

The City acknowledges a responsibility for the long-term operational effectiveness of the Building, on the following basis:

- a) the City will include appropriate funding in the City's capital planning consistent with other City public buildings over the life of this Agreement. Future capital expansion, renovation, and building development not identified in this Agreement will be cooperatively and collaboratively discussed, and facilitated by the City and the Society; and
- b) the Society shall not make any application for grant funding for capital expansion or renovation of the Building without first receiving express written approval from the City.

### **8.18 Future Plans For the Building**

The parties acknowledge and agree that:

- a) the City's future plans for the Building may require the demolition of the facility or a portion thereof, and the repurposing of the site(s), which may or may not include the construction of new buildings;
- b) at any time during the Term, the City may, in its sole discretion and upon providing the Society at least twelve (12) months' written notice to the Society, demolish any building and/or structure on the Lands, notwithstanding any other provision of this Agreement; and
- c) if the City exercises its right to demolish in accordance with this section:
  - the City will work collaboratively with the Society to review options for alternative locations but is under no obligation to provide the Society with alternative space;
  - within twelve (12) months of receiving the notice under 8.18 (b), the Society will fully vacate and cease occupation of the facility to be demolished;
  - this Agreement will automatically be amended by deleting all references to the demolished facility, thereby terminating associated rights and obligations relating to the demolished facility, and provision of programs in the demolished facility; and
  - all other terms and conditions of this Agreement shall remain in force and binding on the parties.

### **8.19 City's Construction of Buildings, Structures, and Other Improvements**

The Society acknowledges and agrees that the City may, in consultation with the Society, construct or cause to be constructed certain leasehold improvements in, on, over, under, around, or to the Building ("Future Construction"), the design, construction, and performance of which is in the sole discretion of the City. If the City undertakes any Future Construction, the Society:

- a) acknowledges and agrees that the Future Construction may be performed during the Term;
- b) shall grant full access to the Building to the City and its elected officials, officers, employees, contractors, agents, and others for purposes relating to the Future Construction; and
- c) acknowledges and agrees that the Future Construction may result in the temporary closure, in whole or in part, of the Building and/or the License Areas, and may require the interruption, disruption, rescheduling, or cancellation of regularly scheduled programs and services offered at the Building.

### **8.20 Damage or Destruction of the Building**

If, during the Term, the Building is damaged or destroyed by any cause whatsoever, or if a major building system in the Building fails such that in the opinion of the City the Building is rendered unfit for use by the Society, the City may or may not, in its sole discretion, repair, rebuild, or replace the building system or the Building.

If the City chooses not to repair, rebuild, or replace the building system or the Building, the City will work collaboratively with the Society to review options for alternative locations. If the City and the Society cannot agree on an alternative location, then the City may, in its sole discretion:

- a) provide three (3) months' written notice to the Society that this Agreement is terminated, and the Society shall vacate the Building as if this Agreement had expired or been terminated for cause; or
- b) negotiate the continuation of this Agreement deleting all references and obligations related to the destroyed Building and the provision of programs and services.

### **8.21 Expropriation**

If an authority with expropriation power expropriates all or a material part of the Building, the City may give reasonable notice to the Society, but in no case less than thirty (30) days, and the Society shall have no claim for compensation against the City or the expropriating authority for any interest in land, except that where compensation is available for disturbance, in which case the Society may make such a claim to the expropriating authority.



## 8.22 No Capital Liabilities

Despite any other provision of this Agreement, nothing in this Agreement obligates the City to make any expenditure of a capital nature and nothing in this Agreement shall be interpreted in a manner that results in the City having expressly or implicitly incurred a 'liability of a capital nature' as that phrase is used in the *Municipal Liabilities Regulation*, B.C. Reg. 201/2015, as amended from time to time.

## 9. ENVIRONMENTAL MATTERS

### 9.1 Definitions

In Section 9, the below terms shall have the following meanings:

- a) "**Contaminants**" is as defined in the *Environmental Management Act* [SBC 2003] Chapter 53, as amended from time to time, as: "any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste and any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws";
- b) "**Environment**" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill, and lands submerged under water), and water (including oceans, lakes, rivers, streams, ground water, and surface water);
- c) "**Environmental Laws**" means any past, present, or future common laws, enactments, statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any federal, provincial, municipal, or other governmental authority having jurisdiction relating in any way to the Environment, environmental protection, health, occupational health and safety, product liability, or transportation of dangerous goods, including the principles of common law and equity; and
- d) "**Release**" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.

### 9.2 Society's Representations and Warranties

The Society represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

- a) except as disclosed to the City in writing, the Society is not, and has never been, subject to any charge, conviction, a notice of defect or non-compliance, work order, pollution

abatement order, remediation order, or any other proceeding under any Environmental Laws; and

- b) except as disclosed to and approved in writing by the City, the Society's business at the Building, the License Areas, or the Lands does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Society and shall be subject to the provisions of Section 14 of this Agreement.

### **9.3 Condition of the Building**

The Society acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Building, the License Areas, or the Lands, and is leasing the Building to the Society under this Agreement on an "as is, where is" basis with respect to its environmental condition. Prior to taking possession of the Building under this Agreement, the Society has performed such investigations of the Building, the License Areas, and the Lands as it considered appropriate and is satisfied as to their environmental condition.

### **9.4 Compliance with Environmental Laws and Use of Contaminants**

The Society covenants and agrees with the City to:

- a) carry on and conduct its activities in, on, and from the Building, the License Areas, and the Lands in compliance with all Environmental Laws;
- b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal, or introduction into the Environment of any Contaminants in, on, under, or from the Building or the License Areas, or the Lands, except in compliance with all Environmental Laws;
- c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
  - a Release of Contaminants in, on, or about the Building, the License Areas, the Lands, or any adjacent land; or
  - the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter, or other communication from any person that is related to any Environmental Law;
- d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Building, the License Areas, or the Lands conducted at any time by or for the Society;

- e) if the City suspects that the Society has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report, or testing of the Building or the License Areas, and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend all in order to determine compliance of the Building or the License Areas with Environmental Laws; and
- f) promptly remove any Contaminants arising from the Society's use or occupation of the Building, the License Areas, or the Lands in a manner that conforms to Environmental Laws governing their removal.

**9.5 Confidentiality of Environmental Reports**

The Society shall maintain all environmental site investigations, assessments, audits and reports relating to the Building, the License Areas, or the Lands in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Society's professional advisers and lenders on a need-to-know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

**9.6 Authorizations**

The Society shall promptly provide to the City, on request, such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Society's compliance with Environmental Laws.

**9.7 Ownership of Contaminants**

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Building, the License Areas, or the Lands by the Society or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Society and shall not become the property of the City, notwithstanding the degree of their affixation to the Building, the License Areas, or the Lands, and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

**9.8 Survival of Society's Obligations**

The obligations of the Society under this Section 9 (including, without limitation, the Society's indemnity, its obligation to remove and remediate Contaminants, and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement.



## **10. MANAGEMENT OF THE BUILDING AND PROVISION OF SERVICES**

### **10.1 No Discrimination**

The Society hereby covenants and agrees to provide the Core Programs and Services, and any other services offered at the Building, in accordance with the *Human Rights Code* [RSBC 1996] Chapter 210, as amended from time to time, and best practices related to equity and inclusion.

### **10.2 Employee Standards**

The Society shall hire, train, supervise, and remunerate, or cause to be hired, trained, supervised, and remunerated, all employees, contractors, and volunteers required for the provision of the Core Programs and Services.

### **10.3 WorkSafeBC Coverage**

The Society shall, in its use of and activities on the Building and the Lands, comply with the *Workers Compensation Act* [RSBC 2019] Chapter 1 (the "WCA"), as amended from time to time, and all regulations and orders from time to time in force thereunder, including the *Occupational Health and Safety Regulation*, B.C. Reg. 222/2021; and, upon request from the City, provide evidence of any required registration under that WCA and evidence of compliance with any requirement under that WCA to make any payments or pay assessments. In addition, the Society shall be the "prime contractor" for the Building under the WCA, and shall fulfill all associated obligations, including ensuring that the activities of any employers, workers, or other persons in, on, or under the Building relating to occupational health and safety are coordinated; and further, by doing everything that is reasonably possible to establish and maintain a process that shall ensure compliance with the WCA and regulations thereunder, including the *Occupational Health and Safety Regulations*, B.C. Reg. 222/2021.

### **10.4 Incidental Rights**

The Society may:

- a) offer programs and services at the Building in addition to the Core Programs and Services, to reflect community needs or respond to unique market opportunities;
- b) not rent rooms within the Building for periods in excess of seven (7) consecutive days without the prior written consent of the City;
- c) enter into sponsorship, media, or advertising agreements ("Endorsements") involving the Building or the Core Programs and Services, provided that the Endorsements are:
  - appropriate for families and children;
  - consistent with the parties' joint values of equality, accessibility, health, respect, and the dignity of the individual;

- respectful of the neighbourhoods surrounding the Building and all scheduled programs and services at the Building;
  - appropriate to the aesthetics of the Building; and
  - the Society has the written consent of the City and adheres to the requirements of Council Policy 376 – Corporate Sponsorship and Advertising and Council Policy 343 – Civic Community Facility Naming Policy, as amended from time to time, prior to entering into any naming agreement for any portion of the Building. This requirement does not apply to any interior room in the Building which was named prior to the execution of this Agreement.
- d) undertake fundraising activities at the Building for the Society’s benefit; and
- e) use the Building for the Society’s office and headquarters during the Term.

### 10.5 City Acknowledgement

The Society will acknowledge the facility’s relationship to and the operating support of the City through the following:

- a) **Building Contribution:** The City’s contributions to the Building, or ownership of the Building as an asset, will be acknowledged in the form of an external plaque or signage, as determined and produced by the City. All costs associated with the production and placement of external recognition signage is to be incurred by the City.
- b) **Operational Grant Contribution:** Financial contributions from the City funding operational needs of the Society should be recognized at a consistent level with all other major funding contributors on any internal collateral that is used to recognize financial contributors (i.e. donor wall, plaque or signage at the information desk). The City can also work with the Society and discuss what further acknowledgement may be appropriate, based on funding levels and available space within the Building.

*Example: The Kelowna Art Gallery gratefully acknowledges the financial assistance of City of Kelowna.*

In addition, operational funding contributions from the City should be recognized on the Society’s primary website, as well as in any principal collateral, such as the Society’s annual report, main brochure, and any materials that would not otherwise be produced without the City’s funding.

- c) **Project or Program Grant Contribution:** Financial contributions from the City funding specific programs or projects (i.e. Project Grants) should be recognized at a consistent level with all other project or program funding contributors.

This includes City recognition of any materials that are exclusively or primarily produced because of the funding that the City provides.

Example: *This program/project is made possible with financial support from the City of Kelowna.*

## **11. SOCIETY INSURANCE**

### **11.1 Society to Provide**

The Society shall procure and maintain during the Term, at its own expense and cost, the insurance policies listed in Section 11.2 of this Lease. For clarity, the insurance requirements set out in Section 11.2 are minimum requirements and are not to be interpreted in a manner that limits the Society's obligations under this Agreement. The Society shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant, having similar obligations to those of the Society under the terms of this Agreement. Further, all insurance policies held pursuant to this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before any material change, cancellation, or termination.

### **11.2 Society's Insurance Obligations**

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

- a) Directors and Officers Liability Insurance;
- b) Comprehensive General Liability Insurance including the following terms:
  - providing for an inclusive limit of not less than five million dollars (\$5,000,000.00) for each occurrence or accident;
  - providing for all sums which the Society shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) 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 under this Agreement, or any operations carried out in connection with this Agreement;
  - coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability; and
  - 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.



- c) All risks (including flood and earthquake, as required by the City) property insurance (contents, tenant improvements, etc.) in an amount equal to one hundred percent (100%) of the full replacement cost.
- insuring all property owned by the Society, or for which the Society is legally liable, or installed by or on behalf of the Society, and located within the Building including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements. In the event of loss or damage, the Society shall, if so requested by the City, forthwith replace such lost or damaged equipment or chattels;
  - insuring the Society's inventory, furniture, and movable equipment to the extent that such insurance is commercially available;
  - providing business interruption insurance to the Society for loss of revenue resulting from or due to loss or damage to equipment or the Building;
  - providing a period of indemnity which shall not be less than twelve (12) months from the date of loss or damage; and
  - naming the City as a first loss payee with respect to any loss or damage to the permanent collection maintained by the Society on the policy required by this section.
- d) Insurance upon all plate glass in or which forms a boundary of the Building in an amount sufficient to replace all such glass.

The policy(s) set out in Section 11.2 shall contain a waiver of any subrogation rights that the Society's insurer may have against the City. The Society hereby waives its rights of subrogation against the City.

### **11.3 City's Insurance Obligations**

The City shall maintain, through the Term, in those reasonable amounts and with those reasonable deductions that a prudent owner of similar property would maintain, having regard to the size, age, and location:

- a) All risk insurance on the Building, License Areas, and the Common Area, including all machinery, boilers, and equipment contained therein and owned by the City (excluding property that the Society is required to insure pursuant to this Agreement);
- b) General liability insurance with respect to the City's operations at the Building; and
- c) Whatever other forms of insurance the City considers advisable.

**11.4 Automobile Liability Insurance**

The Society shall procure and maintain insurance policies covering all motor vehicles owned, operated, and used or to be used by the Society directly or indirectly related to this Agreement, services and/or occupancy under this Agreement, or any operations carried out in connection with this Agreement. The limit of liability shall not be less than five million dollars (\$5,000,000.00) inclusive of loss or damage, including personal injuries and death resulting from any one accident or occurrence.

**11.5 The City Named as Additional Insured**

The policies required by Section 11.2 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.

**11.6 Society's Subcontractors and Subleasees**

The Society shall require each of its subcontractors and subleasees to provide comparable insurance to that set out in Schedule E – Insurance Certificate.

**11.7 Certificates of Insurance**

The Society agrees to submit certificates of insurance in the form attached as Schedule E (the "Certificates of Insurance") for itself and all of its subcontractors to the City before the commencement of this Agreement, the occupancy of the Building, the provision of services, and/or the use of the Building, Lease Areas, Common Area, and Lands under this Agreement. No review or approval of any insurance certificate or insurance policy by the City derogates from or diminishes the City's rights under this Lease.

**11.8 Other Insurance**

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

**11.9 Additional Insurance**

The Society may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Society shall ensure that all of its subcontractors are informed of and comply with the City's requirements set out in Schedule E.

#### **11.10 Insurance Companies**

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

#### **11.11 Failure to Provide**

If the Society 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 Society, and the Society shall repay any and all costs expended by the City within twenty one (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Society under this Agreement.

#### **11.12 Non-Payment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Society or any subcontractor shall not be held to waive or release the Society or subcontractor from any of the provisions of the insurance requirements or this Agreement with respect to the liability of the Society otherwise. Any insurance deductible maintained by the Society 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 Society as stated in Section 11.11.

### **12. SOCIETY INDEMNITY**

The Society must save harmless, release, and indemnify the City and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly arising from the occupation, use, activities or actions of the Society in, on or from the Building, License Areas, Common Area or the Lands, or any act or omission of the Society. The obligations of the Society under this Section 12 shall survive the expiry or earlier termination of this Agreement.

### **13. PERMANENT ART COLLECTION**

The parties acknowledge and agree that, in the event of the winding up or dissolution of the Society, the entire collection of art now and hereafter held at the Building or other locations or acquired by the Society, whether by purchase, bequest, donation, exchange or otherwise (the "Collection") shall be transferred, as directed by the City, to such charitable organization(s) in



the City which have similar charitable purposes to the Society, except for works of art on loan to the Society.

Attached to this Agreement as Schedule G is a detailed list of all objects forming the Collection. As part of the Annual Report, or at any other time when requested by the City, the Society shall deliver to the City an updated detailed list of the Collection and highlight changes to the collection.

## **14. DEFAULTS, TERMINATION AND EXPIRATION**

### **14.1 City May Cure Default**

If the Society fails to observe, comply with, keep, or perform any of its covenants, agreements, or obligations under this Agreement, the City may, but is not obliged to, at its discretion and without prejudice, take all steps considered necessary to rectify or cure the default and all costs of so doing, including the costs of retaining professional advisors, shall be payable immediately by the Society upon receipt of an invoice. Nothing in this Agreement obligates the City to rectify or cure any default of the Society, but should the City choose to do so, the City shall not be liable to the Society for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

### **14.2 Termination Due to Default**

If and whenever:

- a) the Society does not fully observe, keep, and perform each and every term, covenant, agreement, stipulation, obligation, condition, and provision of this Agreement to be observed, kept, and performed by the Society, and persists in such default for thirty (30) days after written notice by the City;
- b) the Society ceases to exist as a non-profit Society in good standing in the records of the British Columbia Corporate Registry;
- c) any proceedings towards dissolution or winding up of the Society are initiated;
- d) the term or any of the goods or chattels in the Building are at any time seized or taken in execution or attachment by any creditor of the Society or a under bill of sale or chattel mortgage;
- e) a writ of execution is issued against the goods and chattels of the Society;
- f) the Society makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- g) the Society is in default in the payment of Rent, the Reserve Fund Contributions, or any other amount payable under this Agreement, and the default continues for thirty (30) days after written notice by the City to the Society;

- h) the Building or the Lands, or any part of it, is destroyed or damaged by any cause so that in the opinion of the City the Building is no longer reasonably fit for use by the Society for the purposes set out in this Agreement for any period over sixty (60) days; or
- i) the Society vacates or abandons the Building or any part of it, or uses or permits or suffers the use of the Building for any purpose other than the purposes permitted by this Agreement, and such default persists for fourteen (14) consecutive days after written notice by the City,

then the City may, in its sole discretion, terminate this Agreement, at which time: the Rent, the Reserve Fund Contributions, and all outstanding levies and charges shall become immediately due and payable; the Term shall immediately become forfeited and void; and, the Society must immediately cease all use and occupation of the Building and the Lease Areas and vacate, deliver up possession of the Building and License Areas. The City may, without notice or any form of legal process, and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Building and take possession of the Building.

#### **14.3 Distress**

If the Rent or Reserve Fund Contributions payable by the Society are in arrears for thirty (30) days or more, the City or a person authorized in writing by the City may enter upon or into the Building and seize any goods or chattels and may sell the same.

#### **14.4 Termination without Cause**

Notwithstanding the rest of this Agreement, either party may terminate this Agreement upon at least six (6) months' written notice to the other party.

#### **14.5 Return of Operating Grant**

The Society shall immediately upon expiration of the Term or the earlier termination of this Agreement, release, relinquish, and return pro rata portion of the Operating Grant to the City, to be calculated based upon the date of expiration of the Term or the termination of the Agreement, whichever applies.

#### **14.6 Overholding**

If the Society continues to occupy any or all of the Building after the expiration of the Term or the earlier termination of this Agreement, such holding over will not constitute a renewal of this Agreement. In such case, the City, at its option, may elect to treat the Society as one who has not vacated at the end of the Term and to exercise all of its remedies in that situation, or may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Agreement except as to the Term. For clarity, this section does not authorize or permit the Society to overhold.

#### **14.7 Compensation Upon Termination**

The Society shall not make any claim for compensation, in damages or otherwise, upon the termination or expiry of this Agreement. If the City terminates this Agreement, the City retains the right to proceed at law against the Society for all of the Rent and Reserve Fund Contributions and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Society under this Agreement.

#### **14.8 State of the Building and Lands at Termination**

If the Society fails to leave the Building and the Licence Areas in a condition the same or largely similar to the condition the Building and License Areas were in immediately following the most recent inspection by the City, notwithstanding reasonable wear and tear, the City may take such action as the City deems necessary to rectify such breach on behalf the Society. In that instance, the Society must, on demand, compensate the City for all costs incurred by the City.

#### **14.9 Vacate Upon Termination, Survival**

At the termination of this Agreement, whether by effluxion of time or otherwise, the Society shall vacate and deliver up possession of the Building in good repair and in a clean, safe, and uncontaminated condition, with the entire Collection safely stored within the Building, and the Society shall surrender all keys to the Building to the City.

#### **14.10 The Society Moves to a New Gallery Location**

Should the Society vacate the Building and move to a new location within the boundaries of the City, the Collection may move with the Society provided that the Collection will be as safely stored, cared for and displayed as it is at the current location. The Society agrees that it will not otherwise move or transfer the Collection from the Building.

#### **14.11 Additional Rights of Re-Entry**

If the City shall re-enter the Building or terminate this Agreement, then:

- a) notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Agreement relating to the consequences of termination shall survive;
- b) the City may re-enter and retake possession of the Building and the Collection, and the Society hereby releases the City from all actions, proceedings, claims, and demands whatsoever for or in respect of any such entry or any loss or damage in connection therewith or consequential thereupon; and



- c) the City may re-let the Building or any part thereof for a term or terms, which may be less or greater than the balance of the Term, and may grant reasonable concessions in connection therewith.

#### **14.12 Delivery of Information**

At the expiry or earlier termination of this Lease and Operating Agreement, the Society will deliver to the City a detailed list of the Collection, plus deliver to the City, or leave in place at the Building, all materials within the Building and all computer software for management and recording of the Collection, with the assignment of all associated rights, and all original paper and electronic information about the Collection and the Building and its operations and maintenance.

#### **14.13 Remedies Cumulative**

No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity, or expressly provided for in this Agreement.

### **15. GENERAL TERMS**

#### **15.1 Assignment and Subleasing or Sublicensing**

The Society shall not assign or sub-licence the Society's interest in or rights under this Agreement in whole or in part, without the prior written consent of the City, nor may the Society charge, mortgage, or encumber or purport to charge, mortgage or encumber the Society's interest in the Building, the License Areas, or any part of the Building, the License Areas, or this Agreement, without the prior written consent of the City. The City may withhold such consents for any reason whatsoever. If the City consents to a sublease of the Building or any part of the Building, the City may grant such approval on condition that the Society and the proposed sublessee execute a sublease agreement in a form satisfactory to the City.

#### **15.2 Society's Representations and Warranties**

The Society represents and warrants that it:

- a) is a not-for-profit Society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain to its members;
- b) has the power and capacity to enter into and carry out its obligations under this Agreement; and
- c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

**15.3 City's Powers Unimpaired**

Nothing contained or implied in this Agreement affects or prejudices the City's rights, powers, duties, or obligations in the exercise of its functions pursuant to the *Local Government Act* [RSBC 2015] Chapter 1, the *Community Charter*, or its rights and powers under any enactment, to the extent the same apply to the Building or the Lands, all of which may be fully and effectively exercised concerning the Building or the Lands as if this Agreement had not been fully executed and delivered.

**15.4 Freedom of Information**

The parties acknowledge, agree, and consent to the disclosure of this Agreement as a matter of public record, and further acknowledge and agree that applicable laws may require disclosure of information, provided by one party to the other pursuant to or in connection with this Agreement.

**15.5 Entire Agreement**

The provisions in this Agreement constitute the whole of the 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 this Agreement.

**15.6 Amendment**

This Agreement may not be modified or amended except in writing signed by the City and the Society.

**15.7 Enurement**

This Agreement shall enure to the benefit of and be binding upon the City and the Society and their respective successors and permitted assigns, if any.

**15.8 City Interests**

The Society acknowledges and agrees that the City may assign, transfer, mortgage, subdivide, and otherwise deal with its interests in the Building, the License Areas, Lands or any portion thereof, whether land or improvement, without the consent of the Society.

**15.9 Attornment**

If any person shall, through the City, succeed to the rights of the City under this Agreement or to ownership of the Building then, upon the request of the party succeeding to the City's rights hereunder, the Society shall attorn to and recognize the new owner(s) as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that such party may reasonably request to evidence the attornment. In the event of any other transfer of

interest of the City hereunder, upon the written request of the transferee and the City, the Society shall attorn to and recognize the transferee as the landlord of the Society under this Agreement and shall promptly execute and deliver any instrument that the transferee and the City may reasonably request to evidence the attornment, provided that the transferee agrees with the Society to become the landlord hereunder and to assume the obligations of the City hereunder that are to be performed by the transferee after the transfer.

#### **15.10 Certificates**

The City and the Society agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect as modified and identifying the modifications;
- b) the dates to which the Rent, Reserve Fund Contributions, and other charges or fees have been paid;
- c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular inquiries, the party who requests the statement is not in default under any provisions of this Agreement or, if in default, the particulars thereof; and
- d) any other reasonable information which is requested.

#### **15.11 Not in Registrable Form**

The Society acknowledges and agrees that the City is under no obligation at any time to deliver this Agreement or any instrument creating this Agreement to the Society in a form registrable in the Land Title Office.

#### **15.12 Notice**

Any notice, request, direction, or other communication (any of which is a "Notice") that is to be given or made by a party under this Agreement, shall be in writing, and if to the City, either delivered to an executive officer of the City or delivered or mailed (by prepaid registered mail) to the City at the address set out on page 3 of this Agreement, or if the City has given the Society Notice of another address in Canada to which notices to the City under this Agreement are to be given, then to the last such address of which the Society has been given Notice or sent by e-mail; and if to the Society, either delivered to the Society personally (or to a partner or officer of the Society if the Society is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Society at the Building or sent by email, addressed as follows:

- a) To the City: City of Kelowna  
E-mail Address: culture@kelowna.ca



Attention: Manager of Cultural Services

b) To the Society: Kelowna Art Gallery Association

E-mail Address: nataley@kelownaartgallery.com or info@kelownaartgallery.com

Attention: Executive Director

Every such Notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada, provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered. Any Notice sent by e-mail is to be considered given on the day it is sent if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

**15.13 Waivers**

A waiver by a party of any default by the other party shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

**15.14 Further Assurances**

The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.

**15.15 Own Cost**

The Society shall perform all obligations, covenants, and agreements under this Agreement solely at its own cost.

**15.16 Joint Venture**

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

**15.17 Independent Contractor**

The parties have entered into an arm's length contract for the provision of the services set out in this Agreement; the Society is an independent contractor, not an employee of the City.

**15.18 Legal Advice**

The Society acknowledges and agrees that the City has recommended that it receive independent legal advice concerning this Agreement, and that the City has provided the Society with adequate time to do so.

### **15.19 Time is of the Essence**

Time is of the essence of this Agreement.

## **16. INTERPRETATION**

### **16.1 Headings and Table of Contents**

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience only and do not form a part of this Agreement and will not be used to interpret, define, or limit the scope, extent, or intent of this Agreement.

### **16.2 Schedules**

The following schedules are attached to and form part of this Agreement:

- a) Schedule "A" - Kelowna Art Gallery Lease, License, and Common Area
- b) Schedule "B"- Administration and Programming Requirements
- c) Schedule "C"- Legal Notices and Encumbrances
- d) Schedule "D"- Building Maintenance and Operations Responsibility Checklist
- e) Schedule "E" - Insurance Certificate
- f) Schedule "F" - Society Maintenance Limit Clarification
- g) Schedule "G" - List of the Permanent Collection

### **16.3 Number and Gender**

Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.

### **16.4 Use of the Word "Including"**

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

### **16.5 Governing Law**

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with the laws applicable and in force in British Columbia.

**16.6 Severability**

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

IN WITNESS WHEREOF the City and the Society have executed this Agreement on the date first above written.

**CITY OF KELOWNA** by its authorized )  
signatories: )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
City Clerk )

**KELOWNA ART GALLERY ASSOCIATION** )  
by its authorized signatory: )  
 )  
\_\_\_\_\_)  
Signature )  
 )  
\_\_\_\_\_)  
Print Name )



# Schedule A - Kelowna Art Gallery Lease, License and Common Area



## **Schedule B - Administration and Programming Requirements**

The Society conveys to the City that during the term of the Agreement it will fulfill the following requirements.

### **1. USE OF THE BUILDING:**

The Society shall use the Building for:

- a. The operation and maintenance of a public art gallery for the perpetual benefit of the city and citizens of the City of Kelowna;
- b. To steward, care for, and develop a permanent art collection, appropriate to the region, through the acceptance of donations, purchases or bequests of works of art;
- c. To present a rotating series of visual art exhibitions & contemporary and/or historical projects that are diverse in nature and would include borrowing exhibitions from other cultural institutions and public art galleries from time to time;
- d. To provide art courses and art-related activities designed to improve the art appreciation of residents of Kelowna and the surrounding area;
- e. To provide meaningful and memorable public access;
- f. The operation of gifts shops, rental venues, and revenue centres, with proceeds dedicated to the support of mission-related activity; and
- g. Any such other uses as are customarily incidental to a public art gallery.

### **2. LIST OF COLLECTION**

The Society shall maintain records of all acquisitions and all deaccessions of works of art, and the particulars thereof, and shall maintain these records to current standards and practices. The list of collections shall be made fully available to the City for inspection with reasonable notice.

### **3. COVENANT TO OPERATE**

The Society shall throughout the Term continuously operate, occupy, and utilize the entire Gallery for the purpose set out herein, but specifically as a first-class art gallery in keeping with the standards maintained by similar galleries in British Columbia, and with a class "A" or a class "B" status under the Canadian Cultural Property Export Review Board.

### **4. GENERAL ADMISSION FEE**

The Society may charge an admission fee to the Building at rates that are generally affordable to the residents of the City.

### **5. PROGRAM AND SERVICE FEES**

The Society may charge market rates for programs, special events, and other services offered.

6. STAFFING

The Society shall always provide appropriately trained staff to operate and maintain the Building.

7. SUPERVISION

The Society shall be responsible for supervising and controlling the activities of its members, directors, officers, employees, volunteers, and members of the public who are managing or utilizing the Building.

8. CULTURAL DISTRICT SUPPORT

The Society shall provide support through marketing, programming, and development of heritage, arts, and cultural projects within the scope of this Agreement, to support the success of initiatives within the Cultural District by co-operating and collaborating with the City and various organizations in the community.

9. COMMON AREA

1. The Society is aware that the Common Area as shown in Schedule A, known as the Rotary Arts Common, is a public park space and open to the enjoyment and use of all citizens, and that the Society cannot restrict access to the Park;
2. The Common Area is primarily for use by the general public and is not for the exclusive use by the Society. Long term placement of equipment is not permitted in the Common Area without the written consent of the City.
3. The Society may use the Common Area for pre-approved, signature events and other short-term activities and programs carried out by the Society, as listed below:
  - a) educational activities and programs;
  - b) cultural initiatives; and
  - c) special events open to the general public.
4. The Society's use of the Common Area is subject to meeting the City's scheduling and usage requirements. City events will have priority.
5. No permit fees will apply for the Society's use of the Common Area.
6. In the event that the operation of the Common Area has an adverse effect of the neighborhood, the City reserves the right to impose additional operations restrictions, including restricting use of the Common Area entirely, at the City's sole discretion.



## Schedule C - Legal Notices and Encumbrances

The Society acknowledges that this Lease and Operating Agreement is subject to the following legal notations and charges registered against the title to the Land:

- a. Permit, See DF KC35326
- b. Permit, See KM38661
- c. Permit, See KM38662
- d. Permit, See KN110593
- e. Permit, See LB369777
- f. Statutory Right of Way LB485502

and, the Society agrees to comply with the obligations within those documents, and within such other charges, interests and rights which the City may grant from time to time in the future, provided the interest of the Society under this Lease and Operating Agreement is not materially affected, and the Society shall execute any associated documents and plans.

## Schedule D - Building Maintenance and Operations Responsibility Checklist

Building Maintenance and Operations Responsibility Checklist	Kelowna Art Gallery		
<b>Kelowna Art Gallery Association</b>	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Backflow Preventor testing – Repair / Replacement	X		
Boiler operating permits			X
Card Access Kelowna Art Gallery (if installed)		X	
Electrical Field Safety Representative (FSR)		X	
Electrical operating permit		X	
Electrical system – annual inspection report		X	
Electrical system - preventative maintenance		X	
Electrical system - repairs (in accordance with Section 8.2)		X	
Electrical/lights - lamp & tube replacement including LED fixture replacements		X	
Elevator equipment repairs			X
Elevator maintenance contract			X
Elevator operating permits			X
Emergency lighting testing & repairs	X		
Exterior doors, windows, facades, etc. (in accordance with Section 8.2)		X	
Fire alarm system repairs	X		
Fire alarm system testing & inspection contracts	X		
Fire extinguisher monthly & annual inspections	X		
Fire safety plan		X	

Building Maintenance and Operations Responsibility Checklist  <b>Kelowna Art Gallery Association</b>	Kelowna Art Gallery		
	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Fire safety drills		X	
Fire sprinkler system repairs	X		
Fire sprinkler system testing & inspection contracts	X		
Furnishings (maintain & replace)		X	
Garbage & recycling program		X	
Grease trap annual service			X
HVAC – annual inspection report	X		
HVAC - preventative maintenance	X		
HVAC - repairs	X		
Insurance – Automotive			X
Insurance – Collection, archives & records		X	
Insurance - Liability		X	
Insurance - Property, building	X		
Insurance - Society owned operational equipment, computers		X	
Interior walls, flooring, doors, ceilings, etc.		X	
Internet		X	
Janitorial services & supplies in leased spaces		X	
Janitorial services & supplies in public washrooms		X	
Keys – providing City with master keys and emergency access contact information		X	
Keys & locks - repair & maintenance		X	
Kitchen equipment repair & maintenance - Landlord Owned			X



Building Maintenance and Operations Responsibility Checklist  <b>Kelowna Art Gallery Association</b>	Kelowna Art Gallery		
	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Kitchen equipment repair & maintenance - Tenant Owned		X	
Kitchen exhaust hood annual cleaning			X
Kitchen exhaust hood repairs			X
Kitchen hood fire suppression system preventative maintenance			X
Kitchen hood fire suppression repairs			X
Kitchen hood fire suppression testing			X
Landscape maintenance	X		
Licences			
Business License		X	
Liquor License		X	
IHA Food Operating Permit/ Food safe Certification		X	
Overhead Doors		X	
Painting - Exterior	X		
Painting - Interior		X	
Parking lots – parking lines, sweeping, asphalt, signage, etc.	X		
Pest control		X	
Plumbing system – annual inspection report		X	
Plumbing system - preventative maintenance		X	
Plumbing system - repairs (in accordance with Section 8.2)		X	
Property taxes		X	
Roof – annual inspection report	X		
Roof - preventative maintenance and repairs	X		

Building Maintenance and Operations Responsibility Checklist  <b>Kelowna Art Gallery Association</b>	Kelowna Art Gallery		
	Provided by the City, Cost borne by the City	Provided by the Society, Cost borne by the Society	Does Not Apply
Security and Video Monitoring System		X	
Signage		X	
Site drainage	X		
Snow removal Snow removal and ice control (shared responsibility) City to include public sidewalks, the Society to include the Building entrances and emergency exits.	X	X	
Telephone		X	
Tenant improvements		X	
Tenant improvements – repair, maintenance & replacement		X	
Tree removal	X		
Utilities – electricity		X	
Utilities – natural gas		X	
Utilities – propane			X
Utilities – water, sewer		X	
Vandalism (exterior)	X		
Vandalism (interior)		X	
Window cleaning (exterior)		X	
Window cleaning (interior)		X	

**Schedule E - Insurance Certificate**



**CERTIFICATE OF INSURANCE**

City staff to complete prior to circulation

City Dept.: \_\_\_\_\_  
 Dept. Contact: \_\_\_\_\_  
 Project/Contract/Event: \_\_\_\_\_

**Insured**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Broker**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

\_\_\_\_\_

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> <li>• Products/Completed Operations;</li> <li>• Blanket Contractual;</li> <li>• Contractor's Protective;</li> <li>• Personal Injury;</li> <li>• Contingent Employer's Liability;</li> <li>• Broad Form Property Damage;</li> <li>• Non-Owned Automobile;</li> <li>• Cross Liability Clause.</li> </ul>				Bodily Injury and Property Damage \$ <b>5,000,000</b> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <b>5,000,000</b> Inclusive

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company (Insurer or Broker)

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date



## Schedule F - Society Maintenance Limit Clarification

### Scope of the Clause

The Society Maintenance Limit only applies to repairs and maintenance expenses for plumbing, electrical, and building fabric that are the responsibility of the Society, in accordance with Schedule D and in excess of the Society Maintenance Limit.

The Society remains responsible for electrical, plumbing, or building fabric upgrades, renovations, and renewals as a result of operational changes. The collaborative undertaking of these types of projects may be possible in accordance with clause 8.18.

### Process

When required maintenance and repair work identified by the Society is likely to exceed the Society Maintenance Limit:

1. The Society shall connect with their City Liaison to identify the required repair;
2. The City Liaison shall submit a service request through the appropriate internal system to Building Services for investigation;
3. Building Services shall send a representative to investigate the required repair and determine the appropriate course of action (i.e. repair is required and work is to be completed internally by City staff tradesperson or work is to be completed externally by a City approved contractor);
4. An estimate(s) for the work shall be obtained by the Society from a City-approved contractor or provided from Building Services\*;
5. Prior to the start of any work, the Society shall obtain written pre-approval and authorization for the expense from the Building Services Manager, through their City Liaison; via email is sufficient. Regardless of course of action discussed with City staff tradesperson, written preapproval of any expense to be reimbursed is required. Failure to obtain preapproval may result in the expense not being reimbursed. To obtain pre-approval the Society shall request authorization by providing the quote via email to the City Liaison;
6. The work shall commence;
7. Once the work has been completed, the Society shall provide the City Liaison with:
  - a) pre-approval email;
  - b) copy of the invoice(s) from the contractor(s);
  - c) confirmation that the invoice has been paid in full; and
  - d) an invoice to the City of Kelowna from the Society for the amount in excess of the Society Maintenance Limit;
8. The City Liaison shall review the package of materials for completeness and forward it to Building Services for approval;
9. Building Services shall review the package and arrange for payment of the invoice to the Society.

\* Where deemed possible, more efficient, and more cost-effective, work may be completed by a City staff tradesperson. This is at the sole discretion of the Building Services Manager. A work estimate must be provided in advance of the work and the Society will be invoiced by the City up to the maximum of the Society Maintenance Limit.

**Further Clarification**

- An "event" is defined as the full resolution of a maintenance and repair issue, including investigation and remediation of the cause of the issue. Resolution of a single event may involve multiple contractors and/or invoices.
- All contractor invoices must be paid in full by the Society, no late charges or accrued interest will be reimbursed.
- City-approved contractors must be used for all facility work.

## Schedule G - List of Permanent Collection

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
1	1977-01	Adams, Irvine	After The Rain	1972	drawing	\$ 450.00
2	1977-02	Atkinson, Sophie	Crown Zellerbach View	n.d.	painting	\$ 175.00
3	1977-03	Bell, Alistair	Secretary Bird	1970	print	\$ 250.00
4	1977-04	Kipling, Ann	Self Portrait	1969	drawing	\$ 600.00
5	1977-05	Koemer, John	Seven Landscapes	1965	painting	\$ 9,100.00
6	1977-06	Makela, Don	Landscape	1977	painting	\$ 575.00
7	1977-07	Shadbolt, Jack	Untitled	1961	drawing	\$ 4,000.00
8	1977-08	Swain, Greg	Figure	1976	drawing	\$ 150.00
9	1978-01	Lamont, Gwen	Old & Young on a Sunny Day Tachie Indian Village	1973	painting	\$ 500.00
10	1978-02	Smith McCulloch, Mary	Carmi	1976	print	\$ 300.00
11	1983-01	Johnson, Murray	Spring Patterns	1982	painting	\$ 450.00
12	1983-02	Lamont, Gwen	Going Home (Tachie)	1974	drawing	\$ 800.00
13	1983-03	Markgraf, Peter	Reflection	1981	print	\$ 700.00
14	1983-04	Robertson, Rosalind	Enigma V	1982	sculpture	\$ 400.00
15	1984-01	Fisher, Brian	Indirections Drawing #5	1968	drawing	\$ 400.00
16	1984-02	Wise, Jack	Blue Opal	1968	drawing	\$ 400.00
17	1985-01	Gravel, Francine	Reve Champetre	1984	painting	\$ 3,000.00
18	1985-02	McDonald, Joyce Casorso	Destiny	1984	sculpture	\$ 1,000.00
19	1985-03	Farquhar, Andrew	Summer	1986	photograph	\$ 75.00
20	1985-04	Farquhar, Andrew	Winter	1986	photograph	\$ 75.00
21	1985-05	Farquhar, Andrew	Fall	1986	photograph	\$ 75.00
22	1985-06	Farquhar, Andrew	Solitude	1986	photograph	\$ 75.00
23	1985-07	Farquhar, Andrew	Untitled (Plane)	1986	photograph	\$ 75.00
24	1986-01	Atkinson, Sophie	Untitled (Okanagan Flowers)	n.d.	painting	\$ 400.00
25	1986-02	Atkinson, Sophie	Untitled (Okanagan Sunflowers)	n.d.	painting	\$ 500.00
26	1986-03	Ryley, Bryan	Untitled	1985	drawing	\$ 1,000.00
27	1986-04	Blom, Wim	Looking Out	1974	painting	\$ 1,200.00
28	1986-05	McClure, Margaret	Indian Portrait, Study No. 1	n.d.	painting	\$ 900.00
29	1986-06	McClure, Margaret	Indian Portrait, Study No. 2	n.d.	painting	\$ 900.00
30	1986-07	Onley, Toni	Beyond The Wall	1968	print	\$ 800.00
31	1986-08	Willis, Grace	Okanagan Lake	n.d.	painting	\$ 150.00
32	1986-09	Greendale, Peter	Ode to C.P.	1986	drawing	\$ 2,500.00
33	1986-10	MacKay, Allan	#34	1986	drawing	\$ 1,500.00
34	1986-11	Beliveau, Paul	2c d une serie Debordement	1982	drawing	\$ 1,000.00
35	1986-12	Hamlin, Wendy	Orchard With Magpies	1986	painting	\$ 2,311.00
36	1986-13	Hambleton, Jack	Broadlands Vineyard	1964	drawing	\$ 300.00
37	1986-14	Godwin, Ted	Wild Rice, Lily Pads and Summer Breezes	1985	painting	\$ 3,400.00
38	1986-15	Lamont, Gwen	An Inviting Home - The Monks	n.d.	drawing	\$ 350.00
39	1986-16	Grigsby, Marion	Barnhardt Vale - Okanagan Patterns #53	1963	drawing	\$ 400.00
40	1987-01	Grigsby, Marion	Kalamalka Lake Near Oyama BC Okanagan Patterns #60	1963	drawing	\$ 400.00
41	1987-02	Grigsby, Marion	Okanagan Patterns #29	1957	drawing	\$ 400.00
42	1987-03	Duke, Nellie (Helen)	Mt. Revelstoke, BC	n.d.	painting	\$ 400.00
43	1987-04	Middleton, Evelyn Cools	Andy Carr's Homestead	1940	painting	\$ 800.00
44	1987-05	Lamont, Gwen	Portrait of Bunty Bradford	1932	painting	\$ 400.00
45	1987-07	Vaasio, Anne	Egypt (Resurrection Series)	n.d.	drawing	\$ 200.00
46	1987-08	Vaasio, Anne	Palenque (Resurrection Series)	n.d.	drawing	\$ 200.00
47	1987-09	Vaasio, Anne	Ulaanbataar (Resurrection Series)	n.d.	drawing	\$ 200.00
48	1987-10	Vaasio, Anne	Montana (Resurrection Series)	n.d.	drawing	\$ 200.00
49	1987-11	Vaasio, Anne	Arimathea (Resurrection Series)	n.d.	drawing	\$ 200.00
50	1987-12	Meneer, Colleen	ColourisJoy	1987	painting	\$ 669.00
51	1987-13	Artist Unknown	Vicinity of Kelowna Aquatic	c1924	painting	\$ 150.00
52	1987-14	Artist Unknown	Vicinity of Kelowna Aquatic	c1924	painting	\$ 150.00
53	1987-15	Artist Unknown	Trees - Okanagan Mission	c1924	painting	\$ 150.00
54	1987-16	Willis, Grace	Illecilleweit Glacier from the Old CP Railway Bed,	n.d.	painting	\$ 150.00
55	1987-17	Willis, Grace	Balsam Lake, Mt. Revelstoke BC	n.d.	painting	\$ 150.00
56	1987-18	Willis, Grace	McPherson Glacier and Praying Nun Mt.	n.d.	painting	\$ 150.00
57	1987-19	Willis, Grace	The Albert Peaks & Canyon from Mt. Revelstoke BC	n.d.	painting	\$ 150.00
58	1987-20	Willis, Grace	Wild Lupin, Indian Paintbrush, Yellow Hawkseed, Tall	n.d.	painting	\$ 150.00
59	1987-21	Willis, Grace	The Great Glacier, Glacier BC	n.d.	painting	\$ 150.00
60	1987-22	Willis, Grace	Mt. Begbie from Mt. Revelstoke, BC	n.d.	painting	\$ 150.00
61	1987-23	Willis, Grace	Albert Canyon & Albert Peaks from Mt. Revelstoke, BC	n.d.	painting	\$ 150.00
62	1987-24	Smith McCulloch, Mary	Hoodoo Curtains	1987	print	\$ 475.00
63	1987-25.01	Wood, Alan	Ranch Series One #1 - Untitled	1982	print 190	\$ 250.00
64	1987-25.02	Wood, Alan	Ranch Series One #2 - Untitled	1982	print 190	\$ 250.00
65	1987-25.03	Wood, Alan	Ranch Series One #3 - Untitled	1982	print 190	\$ 250.00
66	1987-25.04	Wood, Alan	Ranch Series One #4 - Untitled	1982	print 190	\$ 250.00
67	1987-25.05	Wood, Alan	Ranch Series One #5 - Untitled	1982	print 190	\$ 250.00
68	1987-25.06	Wood, Alan	Ranch Series Two #1 - TeePees	1983	print 190	\$ 250.00
69	1987-25.07	Wood, Alan	Ranch Series Two #2 - Ranchege	1983	print 190	\$ 250.00
70	1987-25.08	Wood, Alan	Ranch Series Two #3 - Haystacks	1983	print 190	\$ 250.00
71	1987-25.09	Wood, Alan	Ranch Series Two #4 - Homestead	1983	print 190	\$ 250.00
72	1987-25.10	Wood, Alan	Ranch Series Two #5 - Geometry	1983	print 190	\$ 250.00
73	1987-25.11	Wood, Alan	Ranch Series Four #1 - Horse and Cowboy	1983	print 190	\$ 250.00
74	1987-25.12	Wood, Alan	Ranch Series Four #2 - Horse and Cowboy	1983	print 190	\$ 250.00
75	1987-25.13	Wood, Alan	Ranch Series Four #3 - Horse and Cowboy	1983	print 190	\$ 250.00
76	1987-25.14	Wood, Alan	Ranch Series Four #4 - Horse and Cowboy	1983	print 190	\$ 250.00
77	1987-25.15	Wood, Alan	Ranch Series Four #5 - Horse and Cowboy	1983	print 190	\$ 250.00
78	1987-25.16	Wood, Alan	Ranch Series Five #1 - Spring	1983	print 190	\$ 250.00
79	1987-25.17	Wood, Alan	Ranch Series Five #2 - Summer	1983	print 190	\$ 250.00
80	1987-25.18	Wood, Alan	Ranch Series Five #3 - Autumn	1983	print 190	\$ 250.00
81	1987-25.19	Wood, Alan	Ranch Series Five #4 - Winter	1983	print 190	\$ 250.00
82	1987-25.20	Wood, Alan	Ranch Series Five #5 - Nocturne	1983	print 190	\$ 250.00
83	1987-25.21	Wood, Alan	Soaring Birds #1	1983	print 190	\$ 250.00
84	1987-25.22	Wood, Alan	Soaring Birds #2	1983	print 190	\$ 250.00
85	1987-25.23	Wood, Alan	Soaring Birds #3	1983	print 190	\$ 250.00
86	1987-25.24	Wood, Alan	Soaring Birds #4	1983	print 190	\$ 250.00
87	1987-25.25	Wood, Alan	Soaring Birds #5	1983	print 190	\$ 250.00
88	1987-26.01	Wood, Alan	Ranch Series One #1 - Untitled	1982	print 197	\$ 250.00



KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
89	1987-26.02	Wood, Alan	Ranch Series One #2 - Untitled	1982	print 197	\$ 250.00
90	1987-26.03	Wood, Alan	Ranch Series One #3 - Untitled	1982	print 197	\$ 250.00
91	1987-26.04	Wood, Alan	Ranch Series One #4 - Untitled	1982	print 197	\$ 250.00
92	1987-26.05	Wood, Alan	Ranch Series One #5 - Untitled	1982	print 197	\$ 250.00
93	1987-26.06	Wood, Alan	Ranch Series Two #1 - TeePees	1983	print 197	\$ 250.00
94	1987-26.07	Wood, Alan	Ranch Series Two #2 - Ranchenge	1983	print 197	\$ 250.00
95	1987-26.08	Wood, Alan	Ranch Series Two #3 - Haystacks	1983	print 197	\$ 250.00
96	1987-26.09	Wood, Alan	Ranch Series Two #4 - Homestead	1983	print 197	\$ 250.00
97	1987-26.10	Wood, Alan	Ranch Series Two #5 - Geometry	1983	print 197	\$ 250.00
98	1987-26.11	Wood, Alan	Ranch Series Four #1 - Horse and Cowboy	1983	print 197	\$ 250.00
99	1987-26.12	Wood, Alan	Ranch Series Four #2 - Horse and Cowboy	1983	print 197	\$ 250.00
100	1987-26.13	Wood, Alan	Ranch Series Four #3 - Horse and Cowboy	1983	print 197	\$ 250.00
101	1987-26.14	Wood, Alan	Ranch Series Four #4 - Horse and Cowboy	1983	print 197	\$ 250.00
102	1987-26.15	Wood, Alan	Ranch Series Four #5 - Horse and Cowboy	1983	print 197	\$ 250.00
103	1987-26.16	Wood, Alan	Ranch Series Five #1 - Spring	1983	print 197	\$ 250.00
104	1987-26.17	Wood, Alan	Ranch Series Five #2 - Summer	1983	print 197	\$ 250.00
105	1987-26.18	Wood, Alan	Ranch Series Five #3 - Autumn	1983	print 197	\$ 250.00
106	1987-26.19	Wood, Alan	Ranch Series Five #4 - Winter	1983	print 197	\$ 250.00
107	1987-26.20	Wood, Alan	Ranch Series Five #5 - Nocturne	1983	print 197	\$ 250.00
108	1987-26.21	Wood, Alan	Soaring Birds #1	1983	print 197	\$ 250.00
109	1987-26.22	Wood, Alan	Soaring Birds #2	1983	print 197	\$ 250.00
110	1987-26.23	Wood, Alan	Soaring Birds #3	1983	print 197	\$ 250.00
111	1987-26.24	Wood, Alan	Soaring Birds #4	1983	print 197	\$ 250.00
112	1987-26.25	Wood, Alan	Soaring Birds #5	1983	print 197	\$ 250.00
113	1987-28	Atkinson, Sophie	<b>Snow Void Near Parish Holmes</b>	1949	painting	\$ 300.00
114	1987-29	Atkinson, Sophie	Snowclouds and Dolomite	n.d.	painting	\$ 300.00
115	1988-01	Marshall, Vicky	Apple Tree	1987	painting	\$ 12,000.00
116	1988-02	Angliss, Kay	August Orchard	1987	painting	\$ 210.00
117	1988-03	Angliss, Kay	Orchard Series #7	1986	painting	\$ 350.00
118	1988-04	Angliss, George	Orchard Patterns	1988	painting	\$ 286.00
119	1988-05	Bull, Mary	Orchard Diptych	1988	painting	\$ 400.00
120	1988-06	Bull, Mary	Portrait of Richard Kuipers	1985	painting	\$ 550.00
121	1988-07	James, Denys	Step Up Step Through	n.d.	sculpture	\$ 424.00
122	1988-08	Kipling, Ann	Portrait of A Man: James Leach	1986	drawing	\$ 1,696.00
123	1988-09	MacLaurin, Ruth	Collegiate Principal and Wife: Belleville, Ont. 1936	1986	drawing	\$ 750.00
124	1988-10	Middleton, Holly	Okanagan Landscape	1984	painting	\$ 800.00
125	1988-12	Suarez, Richard	Biker (Persona #1)	1978	sculpture	\$ 350.00
126	1988-13	Tanner, Jim	Interruption	1983	painting	\$ 1,800.00
127	1990-04	Shadbolt, Jack	Insect Festival	1984	painting	\$ 6,000.00
128	1990-05	Shadbolt, Jack	Flowering Desert	1986	painting	\$ 2,500.00
129	1990-06	Brown, Charlotte-Ann	There's Still Snow On Big White	1989	drawing	\$ 900.00
130	1990-07	McCaugherty, Irene	Depression Tourists Late 1920's, 1930's	1989	painting	\$ 1,450.00
131	1990-08	McCaugherty, Irene	Harvest Days 1926	1989	painting	\$ 1,450.00
132	1990-09	McCaugherty, Irene	Come and Get It	1989	painting	\$ 1,450.00
133	1990-10	McCaugherty, Irene	Church in the Wildwood	1989	painting	\$ 1,450.00
134	1990-11	Dyson, John	Mill at Kelowna, BC	1968	painting	\$ 750.00
135	1990-12	Middleton, Evelyn Cools	Untitled	1946	painting	\$ 185.00
136	1990-13	Evrard, Jamie	Okanagan Orchard	1989	print	\$ 100.00
137	1990-14	Gaal, Joe	Still Life, Father Pandosy Mission	1982	photograph	\$ 50.00
138	1990-19	Somers, Bettina	Hamming It Up	1948	painting	\$ 500.00
139	1990-20	Somers, Bettina	Firebird	1957	painting	\$ 500.00
140	1990-21	Somers, Bettina	Ettore Mazzoleni Conducting Rehearsal	1948	painting	\$ 500.00
141	1990-22	Vaasjo, Anne	Homestead (Resurrection Series)	1988	drawing	\$ 300.00
142	1990-23	Vaasjo, Anne	Paris (Resurrection Series)	1988	drawing	\$ 300.00
143	1990-24	Vaasjo, Anne	Shuswap (Resurrection Series)	1988	drawing	\$ 300.00
144	1991-01	Elliot, Julie	Painted Pathways No.7	1991	painting	\$ 475.00
145	1991-02	Robertson, Rosalind	Windows on the Canyon V	1984	drawing	\$ 750.00
146	1991-03	Robertson, Rosalind	Windows on the Canyon VII	1984	drawing	\$ 750.00
147	1992-01	Freeman, Richard	Approaching Dusk	1990	painting	\$ 3,500.00
148	1992-02	Robertson, Rosalind	Drawings For Costumes and Landforms	1986	drawing	\$ 200.00
149	1992-03	Robertson, Rosalind	Drawings For Costumes and Landforms	1986	drawing	\$ 200.00
150	1992-04	Robertson, Rosalind	Drawings For Costumes and Landforms	1986	drawing	\$ 200.00
151	1992-05	Robertson, Rosalind	Drawings For Costumes and Landforms	1986	drawing	\$ 200.00
152	1992-06.01	Robertson, Rosalind	Title Unknown	1986	sculpture	\$ 500.00
153	1992-06.02	Robertson, Rosalind	Title Unknown	1986	sculpture	\$ 500.00
154	1992-06.03	Robertson, Rosalind	Title Unknown	1986	sculpture	\$ 500.00
155	1992-06.04	Robertson, Rosalind	Title Unknown	1986	sculpture	\$ 500.00
156	1992-07	Robertson, Rosalind	Forest Walk Series	1990	drawing	\$ 300.00
157	1992-08	Robertson, Rosalind	Forest Walk Series	1990	drawing	\$ 300.00
158	1992-09	Robertson, Rosalind	Forest Walk Series	1990	drawing	\$ 300.00
159	1992-10	Robertson, Rosalind	Forest Walk Series	1990	drawing	\$ 300.00
160	1992-11	Robertson, Rosalind	Forest Walk Series	1990	drawing	\$ 300.00
161	1992-12	Smith McCulloch, Mary	Desert Strips	1981	print	\$ 200.00
162	1992-13	Smith McCulloch, Mary	Folded Cliff Form	1987	print	\$ 300.00
163	1992-14	Johnson, Murray	Spring Beginnings	1984	painting	\$ 750.00
164	1992-15	Ryley, Bryan	Ocean Breezes	1988	painting	\$ 4,000.00
165	1992-17	Maas, Geert	Faces	1990	sculpture	\$ 1,200.00
166	1992-18	Hambleton, Jack	Two Fish Boats	n.d.	painting	\$ 1,800.00
167	1992-19	Pearson, Gary	Repository for Sound	1989	painting	\$ 8,000.00
168	1993-01	Hilker, Fay	Cherries	1990	painting	\$ 700.00
169	1993-02	Bragg, Bill	For I Have Known Them	1992	painting	\$ 1,200.00
170	1993-03	Maas, Geert	Reclining	1992	sculpture	\$ 2,500.00
171	1993-04	Kleine, Denis	Birth Of The World	1993	sculpture	\$ 2,500.00
172	1993-05	Charlesworth, Rod	Blue Morning	1993	painting	\$ 1,000.00
173	1993-06	Porter, Wendy	Ode To Friendship	1992	painting	\$ 1,000.00
174	1993-07	Fong, Alex	Dear Vincent	1993	painting	\$ 1,000.00
175	1993-08	Kalnin, Jim	The Uneasy Return of Magic	1991	drawing	\$ 800.00
176	1994-01	Beattie, Helen	Fresh Flowers	1990	painting	\$ 100.00
177	1994-02	Beattie, Helen	Portrait	n.d.	drawing	\$ 200.00
178	1994-03	Smailes, Ruth	Breakup	1988	painting	\$ 100.00
179	1994-04	Onley, Toni	Garden Pool, Japan	1978	print	\$ 800.00
180	1994-05	Middleton, Holly	Winter Orchard	1977	painting	\$ 400.00

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
181	1994-06	Noble, Joyce Devlin	Old Orchard, Coldstream	n.d.	painting	\$ 900.00
182	1995-01	Bull, Mary	Study In Blue	1976	painting	\$ 900.00
183	1995-02	Johnson, Murray	Root Study	1974	painting	\$ 900.00
184	1995-03	Kocevar, Frank	Lunchtime	n.d.	painting	\$ 200.00
185	1995-04	Smith McCulloch, Mary	Lock Gate	1972	print	\$ 500.00
186	1995-05	Post, Rose Salloum	Okanagan Barn	1975	painting	\$ 300.00
187	1995-06	Reid, R. Dow	Cocktail Party	1976	sculpture	\$ 3,500.00
188	1995-07	Revill, John	Misty Valley	n.d.	painting	\$ 6,000.00
189	1995-08	Sarama	I. Spanner	1976	sculpture	\$ 434.00
190	1995-09	Ewart, Peter	Above Kelowna	n.d.		\$ 2,300.00
191	1995-10	Lyon, Harold	Still Morning	n.d.	painting	\$ 2,540.00
192	1995-11	Revill, John	Ellison View	n.d.		\$ 4,000.00
193	1995-12	Ryley, Bryan	Untitled	1986	painting	\$ 1,000.00
194	1996-01	Shadbolt, Doris	Book/folio on Emily Carr	1980	book	\$ 50.00
195	1996-02	deGrandmaison, O.N.	Winter Grey Scape	1985	painting	\$ 1,800.00
196	1998-01	Ihaya, Tomoyo	Hand Aquarium, White	n.d.	print	\$ 325.00
197	1998-02	Sibley, Craig	Untitled	1995	drawing	\$ 225.00
198	1998-03	Johnson, Jay	Beautiful Beacon	1997	sculpture	\$ 1,900.00
199	1998-04	Penny, Evan	Skin #5, Series B	1991		\$ 3,500.00
200	1998-05	Nix, Herald	Untitled	n.d.	painting	\$ 250.00
201	1998-06	Nix, Herald	Untitled	n.d.	painting	\$ 300.00
202	1998-07	Nix, Herald	Untitled	n.d.	painting	\$ 300.00
203	1998-08	Nix, Herald	Untitled	n.d.	painting	\$ 300.00
204	1998-09	Bennett, Martin	Pine Tree/University Station	1996	painting	\$ 2,500.00
205	1998-10	Janzen, David	Cluster	1993	painting	\$ 3,800.00
206	1998-11	Houle, Robert	New Sentinel	1990	print	\$ 1,800.00
207	1998-12	Watts, Chris	Stellar Constellation - Indigo and Yellow #7, 7 +8	1995	drawing	\$ 1,000.00
208	1998-13	Rosen, Pat	Dream Error Potential, work #5	1993	painting	\$ 1,900.00
209	1998-14	Molinari, Guido	Blue (from the Quantifier Series)	1992	print	\$ 4,500.00
210	1998-15	Nix, Herald	Untitled	1998	painting	\$ 500.00
211	1998-16	Nix, Herald	Untitled	1997	painting	\$ 500.00
212	1998-17	Coghlan, Anna	Occasion	1995	drawing	\$ 450.00
213	1998-18	Janzen, David	Trees	1992	drawing	\$ 900.00
214	1998-19	Bennett, Martin	Grey Volume Painting #3	1996	painting	\$ 1,200.00
215	1998-20	Johnson, Jay	Untitled	n.d.	sculpture	\$ 1,900.00
216	1998-21	Smith, Stephanie	Cradle	1998	drawing	\$ 350.00
217	1998-22	Janzen, David	Untitled (Lights/Powerline)	1992	drawing	\$ 500.00
218	1998-23	Tiesenhausen, Peter von	Cut Line Figure	1995	painting	\$ 4,000.00
219	1998-24	various	OUC 480 Students and Faculty Art Book	1998	various	\$ 1,200.00
220	1998-25	Norbury, Rosamund	Untitled	1997	photograph	\$ 350.00
221	1998-26	Norbury, Rosamund	Untitled	1997	photograph	\$ 350.00
222	1998-27	Norbury, Rosamund	Untitled	1997	photograph	\$ 350.00
223	1998-28	Norbury, Rosamund	Cowboy Pride	1988	photograph	\$ 350.00
224	1998-29	Smith, Stephanie	Twist	1998	drawing	\$ 350.00
225	1998-30	Tiesenhausen, Peter von	Untitled	1998	sculpture	\$ -
226	1998-31	various	Print Portfolio Exchange (University of Calgary and OUC)	1998	print	\$ 4,750.00
227	1998-32	Beam, Carl	Two Kinds Of Power	n.d.	print	\$ 950.00
228	1998-33	Beam, Carl	Fragile Skies	n.d.	print	\$ 950.00
229	1998-34	Daley, Cathy	Untitled	1997	drawing	\$ 5,400.00
230	1998-35	Evans, Gary	Orchard #3	1996	painting	\$ 4,200.00
231	1998-36	Crawford, Jan	The Fruit	1996	print	\$ 250.00
232	1998-37	Crawford, Jan	The Harvest	1996	print	\$ 250.00
233	1998-38	Crawford, Jan	The Land	1996	print	\$ 250.00
234	1998-39	Tiesenhausen, Peter von	Cut Line	c1997	print	\$ 300.00
235	1999-01	Gravel, Francine	Untitled	1986	drawing	\$ 1,000.00
236	1999-02	Kalinin, Jim	Dryland #1	1995	painting	\$ 850.00
237	1999-03	Kubota, Nobuo	Okanagan Muse	1999	print	\$ 1,000.00
238	1999-04	Kubota, Nobuo	Kelowna Rhapsody	1999	print	\$ 1,000.00
239	1999-05	Lambert, Lucie	La Raie	1977	print	\$ 200.00
240	1999-06	Raphael, Shirley	Mystery of Machu Picchu	n.d.	print	\$ 250.00
241	1999-07	Raphael, Shirley	Lunar Landscape	n.d.	print	\$ 200.00
242	1999-08	Sawai, Noboru	Antique Bed	n.d.	print	\$ 600.00
243	1999-09	Steele, Bob	Landscape with Columns	1978/99	drawing	\$ 400.00
244	1999-10	Steele, Bob	Three Trees in Alignment	1997	print	\$ 100.00
245	1999-11	Steele, Bob	Cave Animals and Altar	1989	drawing	\$ 400.00
246	1999-12.01	Vaughan Grayson, Ellen	Three Kings	n.d.	card	\$ 100.00
247	1999-12.02	Vaughan Grayson, Ellen	Silver Tracery	n.d.	card	\$ 100.00
248	1999-12.03	Vaughan Grayson, Ellen	The Enchanted Maiden	n.d.	card	\$ 100.00
249	1999-12.04	Vaughan Grayson, Ellen	Cathedral at Lake O'Hara	n.d.	card	\$ 100.00
250	1999-12.05	Vaughan Grayson, Ellen	The Hunt, Indian Pictograph, Pavilion Lake, BC	n.d.	card	\$ 100.00
251	1999-12.06	Vaughan Grayson, Ellen	Oqopogo	n.d.	card	\$ 100.00
252	1999-12.07	Vaughan Grayson, Ellen	Eva Lake, Mt. Revelstoke	n.d.	card	\$ 100.00
253	1999-12.08	Vaughan Grayson, Ellen	Assiniboine at Lake Magog	n.d.	card	\$ 100.00
254	1999-12.09	Vaughan Grayson, Ellen	Hope-Princeton Highway, Yellow Lake	n.d.	card	\$ 100.00
255	1999-12.10	Vaughan Grayson, Ellen	Christmas, Okanagan Lake	n.d.	card	\$ 100.00
256	1999-12.11	Vaughan Grayson, Ellen	Deer, Vaseaux Lake, BC	n.d.	card	\$ 100.00
257	1999-12.12	Vaughan Grayson, Ellen	Echo Rock, Yellow Lake, BC	1991	print	\$ 275.00
258	1999-12.13	Vaughan Grayson, Ellen	Amethyst Lake, Tonquin Valley, Alberta	n.d.	print	\$ 275.00
259	1999-12.14	Vaughan Grayson, Ellen	Lake of Jade, Mt. Revelstoke, BC	n.d.	print	\$ 275.00
260	1999-12.15	Vaughan Grayson, Ellen	Thunder Bird and Killer Whale	n.d.	print	\$ 275.00
261	1999-12.16	Vaughan Grayson, Ellen	Peyto Lake	n.d.	print	\$ 275.00
262	1999-12.17	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
263	1999-12.18	Vaughan Grayson, Ellen	Tongue of the Athabasca Glacier	n.d.	print	\$ 275.00
264	1999-12.19	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
265	1999-12.20	Vaughan Grayson, Ellen	Charlton and Univin, Maligne Lake	n.d.	print	\$ 275.00
266	1999-12.21	Vaughan Grayson, Ellen	Deep Cove	n.d.	print	\$ 275.00
267	1999-12.22	Vaughan Grayson, Ellen	Tangle Creek Falls	n.d.	print	\$ 275.00
268	1999-12.23	Vaughan Grayson, Ellen	Mt. Assiniboine, Lake Magog	n.d.	print	\$ 275.00
269	1999-12.24	Vaughan Grayson, Ellen	Oqopogo, Okanagan Lake, BC	n.d.	print	\$ 275.00
270	1999-12.25	Vaughan Grayson, Ellen	Eva Lake, Mt. Revelstoke	n.d.	print	\$ 275.00
271	1999-12.26	Vaughan Grayson, Ellen	Red Bole Pine	n.d.	print	\$ 275.00
272	1999-12.27	Vaughan Grayson, Ellen	Douglas Fir, Kalamalka Lake	n.d.	print	\$ 275.00

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
273	1999-12.28	Vaughan Grayson, Ellen	Douglas Fir, Okanagan Lake	n.d.	print	\$ 275.00
274	1999-12.29	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
275	1999-12.30	Vaughan Grayson, Ellen	Pines, Kootenay Lake	n.d.	print	\$ 275.00
276	1999-12.31	Vaughan Grayson, Ellen	Rattlesnake Point, Kalamalka Lake	1950	print	\$ 275.00
277	1999-12.32	Vaughan Grayson, Ellen	Miller Lake, Mt. Revelstoke, BC	n.d.	print	\$ 275.00
278	1999-12.33	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
279	1999-12.34	Vaughan Grayson, Ellen	Mt. Assiniboine, Lake Magog	n.d.	print	\$ 275.00
280	1999-12.35	Vaughan Grayson, Ellen	Little Horn, Bow Glacier, Alberta	n.d.	print	\$ 275.00
281	1999-12.36	Vaughan Grayson, Ellen	Lake MacArthur	n.d.	print	\$ 275.00
282	1999-12.37	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
283	1999-12.38	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
284	1999-12.39	Vaughan Grayson, Ellen	Mt. Cathedral, Lake O'Hara	n.d.	print	\$ 275.00
285	1999-12.40	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 275.00
286	1999-12.41	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 150.00
287	1999-12.42	Vaughan Grayson, Ellen	Untitled	n.d.	plastic printing plate	\$ 100.00
288	1999-12.43	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 125.00
289	1999-12.44	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 150.00
290	1999-12.45	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 150.00
291	1999-12.46	Vaughan Grayson, Ellen	Untitled	n.d.	print	\$ 150.00
292	1999-12.47	Vaughan Grayson, Ellen	Lone Pine, Okanagan Lake, BC	n.d.	painting	\$ 325.00
293	1999-12.48	Vaughan Grayson, Ellen	Untitled	n.d.	painting	\$ 325.00
294	1999-12.49	Vaughan Grayson, Ellen	Forty Below	n.d.	painting	\$ 875.00
295	1999-12.50	Vaughan Grayson, Ellen	Garden of Winds	n.d.	painting	\$ 1,775.00
296	1999-12.51	Vaughan Grayson, Ellen	A Garden in the Okanagan, Late Afternoon	1931	painting	\$ 400.00
297	1999-12.52	Vaughan Grayson, Ellen	October in the Okanagan	n.d.	painting	\$ 575.00
298	1999-12.53	Vaughan Grayson, Ellen	Elk River	n.d.	painting	\$ 400.00
299	1999-12.54	Vaughan Grayson, Ellen	Moyie Lake, BC	1957	painting	\$ 400.00
300	1999-12.55	Vaughan Grayson, Ellen	Snow In The Rockies (Near Revelstoke)	1930	painting	\$ 400.00
301	1999-12.56	Vaughan Grayson, Ellen	Untitled	n.d.	painting	\$ 950.00
302	1999-12.57	Vaughan Grayson, Ellen	Cousen's Bay, Kalamalka Lake, Okanagan Valley, BC	n.d.	painting	\$ 1,100.00
303	1999-12.58	Vaughan Grayson, Ellen	Pine #2	n.d.	painting	\$ 950.00
304	1999-12.59	Vaughan Grayson, Ellen	Untitled	n.d.	painting	\$ 850.00
305	1999-12.60	Vaughan Grayson, Ellen	Sketchbook (18 pages)	1977/80	sketchbook	\$ 475.00
306	1999-12.61	Vaughan Grayson, Ellen	Sketchbook (9 pages)	1971/80	sketchbook	\$ 300.00
307	1999-12.62	Vaughan Grayson, Ellen	Sketchbook (20 pages)	1961/62	sketchbook	\$ 600.00
308	1999-12.63	Vaughan Grayson, Ellen	Sketchbook (10 pages)	1962/86	sketchbook	\$ 200.00
309	1999-12.64	Vaughan Grayson, Ellen	Sketchbook (8 pages)	1968	sketchbook	\$ 275.00
310	1999-12.65	Vaughan Grayson, Ellen	Sketchbook (17 pages)	1956, 57, 58	sketchbook	\$ 440.00
311	1999-12.66	Vaughan Grayson, Ellen	Sketchbook (12 pages)	1959	sketchbook	\$ 340.00
312	1999-12.67	Vaughan Grayson, Ellen	Sketchbook (21 pages)	1966, 67, 69	sketchbook	\$ 425.00
313	1999-12.68	Vaughan Grayson, Ellen	Sketchbook (9 pages)	1959, 78, 81	sketchbook	\$ 275.00
314	1999-12.69	Vaughan Grayson, Ellen	Sketchbook (17 pages)	1959	sketchbook	\$ 475.00
315	1999-12.70	Vaughan Grayson, Ellen	Sketchbook (21 pages)	1959	sketchbook	\$ 450.00
316	1999-12.71	Vaughan Grayson, Ellen	Sketchbook (22 pages)	1964 & 65	sketchbook	\$ 400.00
317	1999-12.72	Vaughan Grayson, Ellen	Sketchbook (20 pages)	1957 & 58	sketchbook	\$ 750.00
318	1999-12.73	Vaughan Grayson, Ellen	Sketchbook (24 pages)	1965 & 76	sketchbook	\$ 450.00
319	1999-12.74	Vaughan Grayson, Ellen	Sketchbook (14 pages)	1964, 65, 66	sketchbook	\$ 275.00
320	1999-12.75	Vaughan Grayson, Ellen	Sketchbook (30 pages)	1960, 61, 62	sketchbook	\$ 950.00
321	1999-12.76	Vaughan Grayson, Ellen	Sketchbook (9 pages)	72, 73, 74, 86	sketchbook	\$ 180.00
322	1999-12.77	Vaughan Grayson, Ellen	Sketchbook (30 pages)	1962	sketchbook	\$ 700.00
323	1999-12.78	Vaughan Grayson, Ellen	Sketchbook (21 pages)	1958	sketchbook	\$ 375.00
324	1999-12.79	Vaughan Grayson, Ellen	Sketchbook (27 pages)	1979, 81, 84	sketchbook	\$ 700.00
325	1999-12.80	Vaughan Grayson, Ellen	Sketchbook (23 pages)	1970	sketchbook	\$ 350.00
326	1999-12.81	Vaughan Grayson, Ellen	Sketchbook (14 pages)	45, 46, 55, 56	sketchbook	\$ 450.00
327	1999-12.82	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.64	1970	sketch	
328	1999-12.83	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.64	1970	sketch	
329	1999-12.84	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.64	1970	sketch	
330	1999-12.85	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.64	n.d.	sketch	
331	1999-12.86	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.65	1957	sketch	
332	1999-12.87	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.67	1971	sketch	
333	1999-12.88	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	n.d.	sketch	
334	1999-12.89	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	n.d.	sketch	
335	1999-12.90	Vaughan Grayson, Ellen	Three loose pages from Sketchbook 99-12.70	n.d.	sketch	
336	1999-12.91	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	n.d.	sketch	
337	1999-12.92	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	n.d.	sketch	
338	1999-12.93	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	1953	sketch	
339	1999-12.94	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.77	1954	sketch	
340	1999-12.95	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.70	1954	sketch	
341	1999-12.96	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.73	1972	sketch	
342	1999-12.97	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.78	1961	sketch	
343	1999-12.98	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.81	1954	sketch	
344	1999-12.99	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.81	1972	sketch	
345	1999-12.100	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.81	n.d.	sketch	
346	1999-12.101	Vaughan Grayson, Ellen	Loose page from Sketchbook 99-12.81	n.d.	sketch	
347	1999-13	Steele, Bob	Cave Series: Animals and Altar #2	1991/96	drawing	\$ 600.00
348	1999-14	Claremont, Lee	When My Ancestors First Met	1993	painting	\$ 3,000.00
349	1999-15	Tiesenhansen, Peter von	Red Vessel	1998	sculpture	\$ 3,000.00
350	2000-01	Robertson, Eric	Lick	1977	sculpture	\$ 7,000.00
351	2000-02	Fuhr, Cory	Tree	1999	sculpture	\$ 3,876.00
352	2001-01	Marie, Dyan	Murmurs and Messages	1997	photograph	\$ 14,500.00
353	2001-02	Murray, Robert	Skagway	1976/1977	sculpture	\$ 65,000.00
354	2001-03	Noestheden, John	Bumperedobjects	1995	sculpture	\$ 18,000.00
355	2001-04	Kipling, Ann	View Through the Spallumcheen, September 4, 1997	1997	drawing	\$ 2,000.00
356	2001-05	Kipling, Ann	View Through the Spallumcheen, July 26, 1997	1997	drawing	\$ 2,000.00
357	2001-06	Kipling, Ann	View Through the Spallumcheen, August 5, 1997	1997	drawing	\$ 2,000.00
358	2001-07	Kipling, Ann	View Through the Spallumcheen, August 25, 1997	1997	drawing	\$ 2,000.00
359	2001-08	Koop, Wanda	Evening Without Angels	1993	painting	\$ 70,000.00
360	2001-09	Koh, Germaine	Self-portrait	ongoing 1994	painting	\$ 5,992.00
361	2001-10	Aspell, Peter	Night Wall	1975	painting	\$ 11,000.00
362	2001-11	Aspell, Peter	Snow Bird #2	1982	painting	\$ 12,000.00
363	2001-12	Astman, Barbara	Places: the florida room	1982	sculpture	\$ 5,500.00
364	2001-13	Astman, Barbara	Places: cottage country	1982	sculpture	\$ 5,500.00



KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
365	2001-14	Astman, Barbara	Places: teaneck, recroom, neckroom	1982	sculpture	\$ 5,500.00
366	2001-15	Baden, Mowry	Toy Amenity	1992	sculpture	\$ 60,000.00
367	2001-16	Cran, Chris	Space #1	1996	painting	\$ 15,000.00
368	2001-17	Cran, Chris	Light #2	1996	painting	\$ 15,000.00
369	2001-18	Feught, Johann	Prairie Dream	2000	print	\$ 950.00
370	2001-19.1	Fischl, Eric	Floating Islands (1)	1985	print	\$ 1,960.00
371	2001-19.2	Fischl, Eric	Floating Islands (2)	1985	print	\$ 1,960.00
372	2001-19.3	Fischl, Eric	Floating Islands (3)	1985	print	\$ 1,960.00
373	2001-19.4	Fischl, Eric	Floating Islands (4)	1985	print	\$ 1,960.00
374	2001-19.5	Fischl, Eric	Floating Islands (5)	1985	print	\$ 1,960.00
375	2001-20.1	Fischl, Eric	Untitled (Dark Figure)	1989	print	\$ 3,135.00
376	2001-20.2	Fischl, Eric	Untitled (Rays)	1989	print	\$ 3,135.00
377	2001-20.3	Fischl, Eric	Untitled (Tube)	1989	print	\$ 3,135.00
378	2001-20.4	Fischl, Eric	Untitled (Dog)	1989	print	\$ 3,135.00
379	2001-21	Gomes, Mark	Bell	1992-93	sculpture	\$ 14,000.00
380	2001-22.1	HeavyShield, Faye	Trap in Yellow Ochre 1	1989	sculpture	\$ 300.00
381	2001-22.2	HeavyShield, Faye	Trap in Yellow Ochre 2	1989	sculpture	\$ 300.00
382	2001-22.3	HeavyShield, Faye	Trap in Yellow Ochre 3	1989	sculpture	\$ 300.00
383	2001-23	Kalnin, Jim	Stream	2001	mixed media	\$ 7,500.00
384	2001-24	Lahey, James	Rood Screen (red)	1998	painting	\$ 8,300.00
385	2001-25	Lahey, James	Atlantic Ocean, Vero Beach	1998	painting	\$ 8,000.00
386	2001-26	Lum, Ken	Mohammed and the Totems	1992	mixed media	\$ 35,000.00
387	2001-27	Macklem, Jennifer	Barney's Stack	2001	painting	\$ 6,000.00
388	2001-28	Molinari, Guido	not titled	1967	print	\$ 1,800.00
389	2001-29	Molinari, Guido	not titled	1967	print	\$ 1,800.00
390	2001-30	Molinari, Guido	not titled	1967	print	\$ 1,800.00
391	2001-31	Murdock, Greg	Jiri	1988	painting	\$ 15,000.00
392	2001-32	Onley, Toni	Monolith	1962	mixed media	\$ 16,500.00
393	2001-33	Onley, Toni	Chase	1964	mixed media	\$ 9,500.00
394	2001-34	Onley, Toni	Untitled Collage #619	c1963-64	mixed media	\$ 4,500.00
395	2001-35	Onley, Toni	Untitled 181	1963	mixed media	\$ 4,000.00
396	2001-36	Onley, Toni	Fall 179	1963	mixed media	\$ 4,500.00
397	2001-37	Onley, Toni	Untitled #3	1963	mixed media	\$ 2,500.00
398	2001-38	Onley, Toni	Untitled Collage 1B	c1963-64	mixed media	\$ 2,600.00
399	2001-39	Onley, Toni	Untitled 1B	c1963-64	mixed media	\$ 2,600.00
400	2001-40	Onley, Toni	London Set #13	1964	print	\$ 1,100.00
401	2001-41	Priest, Margaret	The Critic's Armchair - Untitled II	1996	sculpture	\$ 7,000.00
402	2001-42	Ryley, Bryan	Winter Rain	1998	painting	\$ 7,000.00
403	2001-43	Ryley, Bryan	Summer Shadows	1998	painting	\$ 7,000.00
404	2001-44	Tanabe, Takao	Landscape V (London)	1954	painting	\$ 8,000.00
405	2001-45	Tanabe, Takao	Island Reflection	1964	painting	\$ 5,000.00
406	2001-46	Tanabe, Takao	Summer Moon (Vancouver)	1956	painting	\$ 6,000.00
407	2001-47	Tanabe, Takao	The Land/sketch AA (NYC)	1972	painting	\$ 5,000.00
408	2001-48	Tanabe, Takao	The Land/sketch B1 (Banff)	1973	painting	\$ 5,000.00
409	2001-49	Tanabe, Takao	Untitled #7	1976	painting	\$ 12,000.00
410	2001-50	Tanabe, Takao	Alberni Inlet 6/93 (Vancouver)	1993	painting	\$ 8,500.00
411	2001-51	Wood, Alan	Light Pillar #1	1979	painting	\$ 24,000.00
412	2001-52	Wood, Alan	Autumn Stack	1979	painting	\$ 15,000.00
413	2001-53	Wood, Alan	Light Ladder #1	1979	painting	\$ 16,000.00
414	2001-54.1	Wood, Alan	Lake Light #3	1979	painting	\$ 5,250.00
415	2001-54.2	Wood, Alan	Lake Light #4	1979	painting	\$ 5,250.00
416	2002-01	Bull, Mary	Ida	2001	painting	\$ 1,500.00
417	2002-02.01	Craig, Briar	ENTET	2002	screenprint	\$ 500.00
418	2002-02.02	Craig, Briar	EMERDA	2002	screenprint	\$ 500.00
419	2002-02.03	Craig, Briar	MAGEI	2002	screenprint	\$ 500.00
420	2002-02.04	Craig, Briar	ETNXTCCO	2002	screenprint	\$ 500.00
421	2002-02.05	Craig, Briar	RACKO	2002	screenprint	\$ 500.00
422	2002-02.06	Craig, Briar	HAKIU	2002	screenprint	\$ 500.00
423	2002-03	Falk, Gathie	NiceTable with Earthsifter and Details	1995	painting	\$ 15,000.00
424	2002-04	Janvier, Alex	The Last Take	1973	painting	\$ 2,500.00
425	2002-05	Macklem, Jennifer	The Gift	2001	painting	\$ 4,000.00
426	2002-06	Macklem, Jennifer	Northeast	2000-2002	painting	\$ 3,750.00
427	2002-07	Plaskett, Joseph	The Venetian Mirror	1988	drawing	\$ 24,000.00
428	2002-08	Ritchie, Percival	Infinity	c1971	painting	\$ 4,000.00
429	2002-09	Ritchie, Percival	Charlie and Gavin	c1997	painting	\$ 3,000.00
430	2002-10.01	Chiba, Taiga	Mosquito Creek (Visions of the North Shore portfolio)	2000	print	\$ 650.00
431	2002-10.02	Coupey, Pierre	Tracing Dunderave (Visions of the North Shore portfolio)	2000	print	\$ 800.00
432	2002-10.03	Eastcott, Wayne	Moodyville (Visions of the North Shore portfolio)	2000	print	\$ 1,000.00
433	2002-10.04	George (Stalston), Damian	Cates Park (Whey an Whichen) (Visions of the North Shore portfolio)	2000	print	\$ 650.00
434	2002-10.05	Xwa-Lack-Tun (Rick Harry)	Ambleside Park/Swayi (Visions of the North Shore portfolio)	2000	print	\$ 1,000.00
435	2002-10.06	Jordan, Bonnie	Portal Lower Lonsdale (Visions of the North Shore portfolio)	2000	print	\$ 800.00
436	2002-10.07	Judge, Jennifer	Bessie Lawson's Picnic (Visions of the North Shore portfolio)	2000	print	\$ 800.00
437	2002-10.08	Morrison, Jean	Grand Boulevard (Visions of the North Shore portfolio)	2000	print	\$ 650.00
438	2002-10.09	Piroche, Setsuko	Maplewood Farm (Visions of the North Shore portfolio)	2000	print	\$ 650.00
439	2002-10.10	Penhall, Ross	Carisbrooke Park (Visions of the North Shore portfolio)	2000	print	\$ 1,200.00
440	2002-10.11	Shives, Arnold	Horse Bay (Visions of the North Shore portfolio)	2000	print	\$ 1,000.00
441	2002-10.12	Smith, Joan	Lynn Canyon (Visions of the North Shore portfolio)	2000	print	\$ 800.00
442	2003-01	McWilliams, Al	Sleeping Man	1995	print	\$ 1,300.00
443	2003-02	Murdock, Greg	Journal	1998	print	\$ 1,800.00
444	2003-03	Murdock, Greg	Tableaux III	1991	print	\$ 1,100.00
445	2003-04	Murdock, Greg	Roman Journal I	1990	print	\$ 1,500.00
446	2003-05	Kocevar, Frank	Horse and Grave	n.d.	painting	\$ 500.00
447	2003-06	Kocevar, Frank	The Village	n.d.	painting	\$ 300.00
448	2003-07	Lamont, Gwen	Muriel Foulkes	1949	painting	\$ 1,000.00
449	2003-08	Pearson, Gary	One Way Ticket	2002	painting	\$ 10,000.00
450	2003-09.01	Coghlan, Anna	Innocence and Beyond #3	2003	mixed media	\$ 450.00
451	2003-09.02	Coghlan, Anna	Innocence and Beyond #4	2003	mixed media	\$ 450.00
452	2003-09.03	Coghlan, Anna	Innocence and Beyond #7	2003	mixed media	\$ 450.00
453	2003-09.04	Coghlan, Anna	Innocence and Beyond #8	2003	mixed media	\$ 450.00
454	2003-09.05	Coghlan, Anna	Innocence and Beyond #9	2003	mixed media	\$ 450.00
455	2003-10	Smith McCulloch, Mary	Okanagan Centre Vineyard a and b	2003	print	\$ 2,760.00
456	2004-01	Prince, Richard	A Breeze on the Southern Isle	1976	sculpture	\$ 5,000.00

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022							
Accession #	Artist	Title	Date	Object	Value		
457	2004-02.01	Oksanen, Shannon	Spins (1)	2002	photograph	\$ 1,350.00	
458	2004-02.02	Oksanen, Shannon	Spins (2)	2002	photograph	\$ 1,350.00	
459	2004-02.03	Oksanen, Shannon	Spins (3)	2002	photograph	\$ 1,350.00	
460	2004-02.04	Oksanen, Shannon	Spins (4)	2002	photograph	\$ 1,350.00	
461	2004-03	Dyck, Aganetha	Hockey Night in Canada	1976-81	shrunken toques	\$ 5,000.00	
462	2004-04	Koop, Wanda	Evening Without Angels (purple)	1993	acrylic on convertible car	\$ 70,000.00	
463	2004-05	Pearson, Gary	The Scream	1990	acrylic gel medium	\$ 8,000.00	
464	2004-06	Spearin, Gary	InFidelity	2001	painting	\$ 3,500.00	
465	2004-07	Spearin, Gary	Emergency	2001	painting	\$ 3,500.00	
466	2004-08	McWilliams, Al	Turn	1996	mixed media	\$ 1,200.00	
467	2005-01.01	Snow, John	Willow Tree, Okanagan Valley	1946	watercolour	\$ 450.00	
468	2005-01.02	Snow, John	Okanagan Lake at Evening	1947	watercolour	\$ 450.00	
469	2005-01.03	Snow, John	Spruce Trees, near Kelowna	1947	watercolour	\$ 700.00	
470	2005-01.04	Snow, John	Untitled	1947	watercolour	\$ 1,100.00	
471	2005-01.05	Snow, John	Okanagan Valley (Near Kelowna)	1947	watercolour	\$ 500.00	
472	2005-02	Anderson, Alice	North from Kinsmen Park	1970	pastel on paper	\$ 950.00	
473	2005-03	Dikeakos, Christos	Culls, Golden Delicious		photograph	\$ 4,500.00	
474	2005-04	Davis, Jack	Okanagan Summer	1986	acrylic on panel	\$ 14,000.00	
475	2005-05	Scherman, Tony	Mummy Sphinx	2003-04	encaustic	\$ 46,000.00	
476	2005-06	Scherman, Tony	Blue Highway	2001	encaustic	\$ 12,000.00	
477	2005-07	Scherman, Tony	Marat	2001	encaustic	\$ 15,000.00	
478	2005-08	Scherman, Tony	Marilyn Monroe	2002	encaustic	\$ 18,500.00	
479	2005-09	Dyck, Aganetha	Popcorn Stitch in Green	1976-1981	textile	\$ 3,000.00	
480	2005-10	Dyck, Aganetha	Canned Buttons	1986	glass gars and buttons	\$ 6,000.00	
481	2005-11	Dyck, Aganetha	Hockey Helmet	2000	hockey helmet	\$ 7,500.00	
482	2005-12	Dyck, Aganetha	Colors: to be washed separately	1976-1981	textile	\$ 3,500.00	
483	2006-01.01	Crawford, Jan	Loading for the Packing House	2001	monotype	\$ 2,050.00	
484	2006-01.02	Crawford, Jan	The Pickers	2001	monotype	\$ 2,050.00	
485	2006-01.03	Crawford, Jan	Women Wrapping Apples	2001	monotype	\$ 2,050.00	
486	2006-01.04	Crawford, Jan	Packing House Workers	2001	monotype	\$ 2,050.00	
487	2006-01.05	Crawford, Jan	Packing House Men	2001	monotype	\$ 2,050.00	
488	2006-01.06	Crawford, Jan	A Young Fruit Industry	2001	monotype	\$ 2,050.00	
489	2006-02.01	Kipling, Ann		29-May-03	2003	watercolour	\$ 1,400.00
490	2006-02.02	Kipling, Ann		5-Jun-03	2003	watercolour	\$ 1,400.00
491	2006-02.03	Kipling, Ann		19-Sep-03	2003	watercolour	\$ 1,400.00
492	2006-02.04	Kipling, Ann		12-Sep-03	2003	watercolour	\$ 1,400.00
493	2006-03.01	Burns, Judy	Brent Banman, 9 years	2002	photograph	\$ 160.00	
494	2006-03.02	Burns, Judy	Doug Beger, 9 years	2002	photograph	\$ 160.00	
495	2006-03.03	Burns, Judy	Anti Skid	2002	photograph	\$ 160.00	
496	2006-03.04	Burns, Judy	Billy Thompson, 33 years	2002	photograph	\$ 160.00	
497	2006-03.05	Burns, Judy	Axel Weld	2002	photograph	\$ 160.00	
498	2006-03.06	Burns, Judy	Rad Rods	2002	photograph	\$ 160.00	
499	2006-04	Goreas, Lee	Road Runner	2003	photograph	\$ 3,000.00	
500	2006-05	Goreas, Lee	Swinger	2003	photograph	\$ 3,000.00	
501	2006-06	Goreas, Lee	Niagara Room	1999	drawing	\$ 675.00	
502	2006-07	Goreas, Lee	Baja Room	1999	drawing	\$ 675.00	
503	2006-08	Goreas, Lee	The Falls	2000	drawing	\$ 675.00	
504	2006-09	Goreas, Lee	Kenora Room	2000	drawing	\$ 675.00	
505	2006-10	Goreas, Lee	Oahu Room	2004	drawing	\$ 675.00	
506	2006-11	Goreas, Lee	Deer Hunter Room	2004	drawing	\$ 675.00	
507	2006-12	Goreas, Lee	Osoyoos Room	2005	drawing	\$ 675.00	
508	2006-13	Goreas, Lee	Oldenburg Room	2006	drawing	\$ 675.00	
509	2006-14.01	Hunter, Andrew T	Hanksville: Kelowna Golf Course / Orchard #1	2004	photograph	\$ 110.00	
510	2006-14.02	Hunter, Andrew T	Hanksville: Kelowna Golf Course / Orchard #2	2004	photograph	\$ 110.00	
511	2006-14.03	Hunter, Andrew T	Hanksville: Kelowna Golf Course / Orchard # 3	2004	photograph	\$ 110.00	
512	2006-14.04	Hunter, Andrew T	Hanksville: Kelowna Golf Course / Orchard # 4	2004	photograph	\$ 110.00	
513	2006-15.01	Hunter, Andrew T	Hanksville: Kelowna Oil and Gas Co. Drilling site #1	2004	photograph	\$ 110.00	
514	2006-15.02	Hunter, Andrew T	Hanksville: Kelowna Oil and Gas Co. Drilling site #2	2004	photograph	\$ 110.00	
515	2006-16.01	Hunter, Andrew T	Hanksville: Kelowna New Suburb # 1	2004	photograph	\$ 110.00	
516	2006-16.02	Hunter, Andrew T	Hanksville: Kelowna New Suburb # 2	2004	photograph	\$ 110.00	
517	2006-16.03	Hunter, Andrew T	Hanksville: Kelowna New Suburb # 4	2004	photograph	\$ 110.00	
518	2007-01	Leskard, Stephen	untitled [portrait of John Norris]	c1970	drawing	\$ 200.00	
519	2007-02	Kipling, Ann	July 23, 2003	2003	drawing	\$ 1,400.00	
520	2007-03	Kipling, Ann	July 28, 2003	2003	drawing	\$ 1,400.00	
521	2007-04	Kipling, Ann	September 20, 2003	2003	drawing	\$ 1,600.00	
522	2007-05	Kipling, Ann	June 15, 2003	2003	drawing	\$ 1,400.00	
523	2007-06	Woodford-Smith, Peter	Cultural Luggage	2000	mixed media	\$ 1,000.00	
524	2007-07	Wilson, Kate	untitled	2007	drawing	\$ 1,600.00	
525	2007-08	Wilson, Kate	untitled	2006	drawing	\$ 1,600.00	
526	2007-09	Helfand, Fern	Interface: Disaster as Spectacle	2003	photograph	\$ 6,000.00	
527	2007-10	Alexander, David	Trails, Late Riverbank	2001	painting	\$ 8,500.00	
528	2007-11	Alexander, David	Along the Night Ridge, the Rockies	1996	painting	\$ 2,550.00	
529	2007-12	Alexander, David	Face Lift, Emma Lake	1992	painting	\$ 2,100.00	
530	2007-13	Alexander, David	Oh, Oh Blackbird in a Northern Light	1989-90	painting	\$ 8,000.00	
531	2007-14	Alexander, David	Pangnirtung, Baffin Island, Red Boat	1996-97	painting	\$ 10,000.00	
532	2007-15	Alexander, David	Space Bending Precursor	1986-87	painting	\$ 10,000.00	
533	2007-16	Alexander, David	Mountain Trumpets, Iceland	2000	painting	\$ 6,200.00	
534	2007-17	Alexander, David	Ice Floes	1992	painting	\$ 9,700.00	
535	2007-18	Alexander, David	Touring Prairie Rain Bash	1998	painting	\$ 4,000.00	
536	2007-19	Alexander, David	Skeletal	1992	painting	\$ 1,400.00	
537	2007-20	Alexander, David	Ice Boat, Greenland	1993	painting	\$ 900.00	
538	2007-21	Alexander, David	White Heat, Keremeos	1995	painting	\$ 2,100.00	
539	2007-22	Alexander, David	Rockies	2000	painting	\$ 1,900.00	
540	2007-23	Alexander, David	Untitled (Blue Mountain Panorama)	1991	painting	\$ 1,050.00	
541	2007-24	Alexander, David	Pangnirtung, Baffin Island	1993	painting	\$ 2,700.00	
542	2007-25	Scherman, Tony	Blue Highway	2000	painting	\$ 3,000.00	
543	2007-26	Scherman, Tony	E. Bovary	2000	painting	\$ 2,750.00	
544	2007-27	Scherman, Tony	Untitled	2000	painting	\$ 2,000.00	
545	2007-28	Scherman, Tony	Gillian	2001	painting	\$ 3,500.00	
546	2007-29	Scherman, Tony	Gillian	2001	painting	\$ 3,750.00	
547	2007-30	Scherman, Tony	The Seduction of Oedipus	2002	painting	\$ 3,000.00	
548	2007-31	Scherman, Tony	Peonies	2003	painting	\$ 6,000.00	

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
549	2007-32	Scherman, Tony	untitled [3 flowers]	2003	painting	\$ 3,000.00
550	2007-33	Scherman, Tony	untitled [male face]	2003	painting	\$ 4,000.00
551	2007-34	Scherman, Tony	untitled [single flower]	2001-04	painting	\$ 3,000.00
552	2007-35	Scherman, Tony	Still Life [fruit]	2004	painting	\$ 3,500.00
553	2007-36	Scherman, Tony	not titled [hamburger]	2004	painting	\$ 3,000.00
554	2007-37	Scherman, Tony	Study for Wellington and Horse	1996	painting	\$ 3,000.00
555	2007-38	Scherman, Tony	Untitled [nose and lips]	1998	painting	\$ 4,000.00
556	2007-39	Scherman, Tony	Untitled [eagle's head]	1999	painting	\$ 3,500.00
557	2007-40	Scherman, Tony	Jocasta Making Babies	2003	painting	\$ 6,000.00
558	2007-41	Scherman, Tony	Oedipus, I love you as a woman shouldnot love her husband	2003	painting	\$ 6,000.00
559	2007-42	Priest, Margaret	1315 Water St. V1V 9R3	2000	installation	\$ 15,000.00
560	2007-43	Priest, Margaret	Monument to Construction Works, Construction Series	1994	prints	\$ 19,000.00
561	2008-01	Alexander, David	Untitled [landscape]	1983	ink on paper	\$ 2,500.00
562	2008-02	Alexander, David	Rockies	1991	monotype	\$ 700.00
563	2008-03	Alexander, David	Untitled [landscape]	1989	monotype	\$ 1,700.00
564	2008-04	Alexander, David	Stac Pollaidh [landscape]	1990	painting	\$ 800.00
565	2008-05	Alexander, David	Blackness, Woods, near Glen Esk, Scotland	1990	painting	\$ 800.00
566	2008-06	Alexander, David	Blown Out [landscape]	1991	ink on paper	\$ 700.00
567	2008-07	Alexander, David	Queen E or the Prince	2002	painting	\$ 1,400.00
568	2008-08	Ryley, Bryan	Cimabue's Corner	2005	painting	\$ 1,250.00
569	2008-09	Ryley, Bryan	New Boogie	2005	painting	\$ 1,250.00
570	2008-10	Ryley, Bryan	Valdotavo's Corner	2005	painting	\$ 1,250.00
571	2008-11	Ryley, Bryan	Siena's Corner	2005	painting	\$ 1,250.00
572	2008-12	Ryley, Bryan	San Pelligrino's Corner	2005	painting	\$ 1,250.00
573	2008-13	Ryley, Bryan	Abitone's Corner	2005	painting	\$ 1,250.00
574	2008-14	Ryley, Bryan	Diecimo's Corner	2005	painting	\$ 1,250.00
575	2008-15	Ryley, Bryan	Innocenzo	2005	painting	\$ 3,200.00
576	2008-16	Ryley, Bryan	Little Spanish Prison	2005	painting	\$ 3,200.00
577	2008-17	Ryley, Bryan	Anatolia	2005	painting	\$ 3,200.00
578	2008-18	Ryley, Bryan	Circus Train	2007	painting	\$ 15,000.00
579	2008-19	Johnston, Byron	Arcadia Revisited (Twine Wall)	1999	installation	\$ 8,500.00
580	2008-20	Johnston, Byron	Arcadia Revisited - Part 1	1999	installation	\$ 10,000.00
581	2008-21	Wilson, Kate	untitled	n.d.	ink on paper	\$ 500.00
582	2008-22	Everett, Jane	Rope Series (c)	2004	drawing	\$ 1,500.00
583	2008-23	Everett, Jane	Rope Series (d)	2004	drawing	\$ 1,000.00
584	2008-24	Everett, Jane	Girl (1a)	2004	drawing	\$ 1,000.00
585	2008-25	Everett, Jane	Rescue (IIla)	2003	drawing	\$ 1,500.00
586	2008-26	Everett, Jane	Descent (IIla)	2003	drawing	\$ 1,500.00
587	2008-27	Everett, Jane	Girl (IIlb)	2004	drawing	\$ 1,500.00
588	2008-28	Everett, Jane	Handstand (c)	2003	drawing	\$ 1,000.00
589	2008-29	Everett, Jane	Girl (IIla)	2004	drawing	\$ 1,000.00
590	2008-30	Everett, Jane	Equus caballus II	2006	painting	\$ 5,000.00
591	2008-31	Everett, Jane	Shiloh IV	2002	painting	\$ 5,000.00
592	2008-32	Everett, Jane	Polo Park VI	2005	painting	\$ 10,000.00
593	2008-33	Binning, B.C.	Stumps on Beach, seven boats	1942-46		\$ 5,000.00
594	2008-34	Binning, B.C.	Reclining Nude	1943		\$ 4,000.00
595	2008-35	Binning, B.C.	Gardens, Cottages, Bicycle, Sea, boats in background	1942-6		\$ 5,000.00
596	2008-36	Binning, B.C.	Nude	1942-46		\$ 3,500.00
597	2008-37	Binning, B.C.	Outdoor tea room, seated figure	1942-46		\$ 5,200.00
598	2008-38	Binning, B.C.	House Gazebo	1942-46		\$ 4,000.00
599	2008-39	Binning, B.C.	Boats for Hire	1942-46		\$ 5,000.00
600	2008-40	Binning, B.C.	West Vancouver	1938		\$ 2,500.00
601	2008-41	Binning, B.C.	Cariboo Horses	1941		\$ 4,000.00
602	2008-42	Binning, B.C.	Three male figures	1942-46		\$ 2,000.00
603	2008-43	Binning, B.C.	Nude/Male Face	1942-46		\$ 1,000.00
604	2008-44	Binning, B.C.	Nude	1942-46		\$ 4,000.00
605	2008-45	Binning, B.C.	Ten Figures on Beach	1942-46		\$ 5,000.00
606	2008-46	Binning, B.C.	Cariboo Country	1941		\$ 2,500.00
607	2009-01	Pearson, Gary	The Toast	2000-02	oil and etching	\$ 15,000.00
608	2009-02	Pearson, Gary	The Cocktail Bar	2006	oil on paper	\$ 5,000.00
609	2009-03.01	Lock, Wanda	Conversations with Dick & Jane: It is very sad not to be happy	2008		\$ 300.00
610	2009-03.02	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
611	2009-03.03	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
612	2009-03.04	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
613	2009-03.05	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
614	2009-03.06	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
615	2009-03.07	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
616	2009-03.08	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
617	2009-03.09	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
618	2009-03.10	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
619	2009-03.11	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
620	2009-03.12	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
621	2009-03.13	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
622	2009-03.14	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
623	2009-03.15	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
624	2009-03.16	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
625	2009-03.17	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
626	2009-03.18	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
627	2009-03.19	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
628	2009-03.20	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
629	2009-03.21	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
630	2009-03.22	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
631	2009-03.23	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
632	2009-03.24	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
633	2009-03.25	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
634	2009-03.26	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
635	2009-03.27	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
636	2009-03.28	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
637	2009-03.29	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
638	2009-03.30	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
639	2009-03.31	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
640	2009-03.32	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00



KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
641	2009-03.33	Lock, Wanda	Conversations with Dick & Jane	2008		\$ 300.00
642	2009-04.01-.27	Pearson, Gary	Ashtray, suite of 27 prints	1996		\$ 5,400.00
643	2009-05	Pearson, Gary	It was our first time in Berlin (Berlin series)	1999		\$ 2,000.00
644	2009-06	Pearson, Gary	What keeps mankind alive? (Berlin series)	2001		\$ 2,000.00
645	2009-07	Pearson, Gary	Lori and Joshua (Berlin series)	2004		\$ 2,000.00
646	2009-08	Pearson, Gary	Spectacle	1996		\$ 2,000.00
647	2009-09	Pearson, Gary	Untitled [large coil shape]	1989		\$ 3,000.00
648	2009-10	Pearson, Gary	Untitled [hourglass shape with gridded small shape]	1987		\$ 2,000.00
649	2009-11	Pearson, Gary	Untitled [dome over collage]	1987		\$ 2,000.00
650	2009-12	Smith, Gordon	Geometric Green/Grey	c1970	painting	\$ 4,000.00
651	2009-13	Smith, Gordon	Untitled	c1993	painting	\$ 2,000.00
652	2009-14	Smith, Gordon	Howe Sound Number Five	1976	drawing	\$ 1,200.00
653	2009-15	Smith, Gordon	Untitled [Geometric]	c1968	painting	\$ 4,000.00
654	2009-16	Smith, Gordon	Untitled [Green, Blue, Grey]	c1970	painting	\$ 6,000.00
655	2009-17	Smith, Gordon	Untitled landscape	c1977	watercolour	\$ 1,500.00
656	2009-18	Smith, Gordon	Untitled	c1976	mixed media	\$ 2,500.00
657	2009-19	Smith, Gordon	Divided Green # 5	1968	gouache on paper	\$ 3,000.00
658	2009-20.01-.22	Daley, Cathy	rise/fall (a-v)- 22 works in total	2004		\$ 75,800.00
659	2009-21.01-.03	Kerr, Cameron	Highway Barriers ( three pieces)	2005	marble sculpture	\$ 13,500.00
660	2009-22	Murdock, Greg	Prospect #3	1999-2000	painting	\$ 5,000.00
661	2009-23	Pearce, Martin	Cities in Winter	2008	ink and conte on paper	\$ 6,200.00
662	2009-24	Shadbolt, Jack	untitled	1950s	pencil on paper	\$ 200.00
663	2009-25	Shadbolt, Jack	untitled	1947	watercolour and pencil	\$ 600.00
664	2009-26	Shadbolt, Jack	untitled	1997	lithograph	\$ 300.00
665	2009-27	Shadbolt, Jack	Collioure	1957	pencil on paper	\$ 200.00
666	2009-28	Shadbolt, Jack	untitled	1940s	pencil on paper	\$ 100.00
667	2009-29	Shadbolt, Jack	Trees Landscape	n.d.	conte	\$ 200.00
668	2009-30	Shadbolt, Jack	Begetting Green	n.d.	silkscreen	\$ 200.00
669	2009-31	Shadbolt, Jack	Secret Garden #6	n.d.	lithograph	\$ 300.00
670	2009-32	Shadbolt, Jack	Secret Garden #5	n.d.	lithograph	\$ 300.00
671	2009-33	Shadbolt, Jack	Secret Garden #7	n.d.	lithograph	\$ 300.00
672	2009-34	Shadbolt, Jack	Secret Garden #4	n.d.	lithograph	\$ 300.00
673	2009-35	Shadbolt, Jack	Wintering	1972	offset lithograph	\$ 300.00
674	2009-36	Shadbolt, Jack	Rite of Spring #2	1972	offset lithograph	\$ 50.00
675	2009-37	Shadbolt, Jack	Rite of Spring #1	1972	offset lithograph	\$ 50.00
676	2009-38	Shadbolt, Jack	Dark Ritual	1972	offset lithograph	\$ 50.00
677	2009-39	Shadbolt, Jack	Warrior Memories	1972	offset lithograph	\$ 50.00
678	2009-40	Shadbolt, Jack	The Charmed	1986	silkscreen	\$ 100.00
679	2009-41	Shadbolt, Jack	Parturition I	1998	lithograph	\$ 200.00
680	2009-42	Shadbolt, Jack	Parturition II	1998	lithograph	\$ 1,200.00
681	2009-43	Shadbolt, Jack	untitled	1965	ink on paper	\$ 300.00
682	2009-44	Shadbolt, Jack	untitled	late 1950s	acrylic on paper	\$ 200.00
683	2009-45	Shadbolt, Jack	untitled	n.d.	acrylic on paper	\$ 200.00
684	2009-46	Shadbolt, Jack	untitled	n.d.	charcoal on paper	\$ 200.00
685	2009-47	Shadbolt, Jack	Solid Citizen Cat	1994	lithograph	\$ 300.00
686	2009-48	Shadbolt, Jack	untitled	n.d.	lithograph	\$ 300.00
687	2009-49	Shadbolt, Jack	untitled	n.d.	lithograph	\$ 50.00
688	2009-50	Shadbolt, Jack	untitled	n.d.	lithograph	\$ 100.00
689	2009-51	Shadbolt, Jack	Chief Sarifjos	1984	lithograph	\$ 200.00
690	2009-52	Shadbolt, Jack	Enchanted Garden	1992	lithograph	\$ 200.00
691	2009-53	Shadbolt, Jack	Jardin Fou	1992	lithograph	\$ 200.00
692	2009-54	Shadbolt, Jack	Rising Forms	1993	lithograph	\$ 300.00
693	2009-55	Shadbolt, Jack	Primavera #4	1991	lithograph	\$ 300.00
694	2009-56	Shadbolt, Jack	Tapestry Design for Spring	1982	acrylic on paper	\$ 1,000.00
695	2009-57	Shadbolt, Jack	untitled	n.d.	acrylic on canvas	\$ 200.00
696	2010-01	Craig, Briar	The Complete Works of Shakespeare (abridged)	1995	silkscreen	\$ 1,000.00
697	2010-02	Craig, Briar	Nostradam You	2005	silkscreen	\$ 1,000.00
698	2010-03	Craig, Briar	Nostradam Us	2005	silkscreen	\$ 1,000.00
699	2010-04	Craig, Briar	Nostradam Me	2006	silkscreen	\$ 1,000.00
700	2010-05	Craig, Briar	What's Happened to Harry	2007	silkscreen	\$ 700.00
701	2010-06	Craig, Briar	Mad About the Waltz	2008	silkscreen	\$ 700.00
702	2010-07	Craig, Briar	When Sheep Cannot Sleep	2009	silkscreen	\$ 700.00
703	2010-08	Braun, Rose	Departures	2009		\$ 13,000.00
704	2010-09	Braun, Rose	List	2009		\$ 4,600.00
705	2010-10	Braun, Rose	Acid Test	2010		\$ 3,000.00
706	2010-11	Braun, Rose	Back to Square One	2009		\$ 3,000.00
707	2010-12	Daley, Cathy	Untitled	1999		\$ 19,000.00
708	2010-13	Murdock, Greg	Ascent	2009		\$ 19,500.00
709	2011-01	Biden, Doug	Faculty Exhibit A		Lithograph on paper	\$ 2,500.00
710	2011-02	Biden, Doug	Faculty Exhibit B		Lithograph on paper	
711	2011-03	Biden, Doug	Faculty Exhibit C		Lithograph on paper	
712	2011-04	Biden, Doug	Faculty Exhibit D		Lithograph on paper	
713	2011-05	Biden, Doug	Faculty Exhibit E		Lithograph on paper	
714	2011-06	Biden, Doug	Faculty Exhibit F		Lithograph on paper	
715	2011-07	Biden, Doug	Faculty Exhibit G		Lithograph on paper	
716	2011-08	Biden, Doug	Faculty Exhibit H		Lithograph on paper	
717	2011-09	Lock, Wanda	She spent years planning her escape, now she wonders if she will ever	2011	mixed media on paper	\$ 800.00
718	2011-10	Lock, Wanda	They kept their eyes on the horizon unaware that darkness was creeping	2011	mixed media on paper	\$ 800.00
719	2011-11	Lock, Wanda	Going Nowhere - On the road to nowhere while listening to the Talking	2011	mixed media on paper	\$ 800.00

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
720	2011-12	Lock, Wanda	Three ghosts in the upper right hand corner	2011	mixed media on paper	\$ 800.00
721	2011-13	Lock, Wanda	Into the pool	2011	mixed media on paper	\$ 800.00
722	2011-14	Lock, Wanda	When he called no one answered	2011	mixed media on paper	\$ 800.00
723	2011-15	Lock, Wanda	Playing hide and seek during a full moon	2011	mixed media on paper	\$ 800.00
724	2011-16	Lock, Wanda	Hung up with a spider like creature	2011	mixed media on paper	\$ 800.00
725	2011-17	Lock, Wanda	This is how it started	2011	mixed media on paper	\$ 800.00
726	2011-18	Lock, Wanda	Three Cyclops with hairy tea cups on their heads surrounded by atoms	2011	mixed media on paper	\$ 800.00
727	2011-19	Lock, Wanda	She laughs every time she thinks about it	2011	mixed media on paper	\$ 800.00
728	2011-20	Lock, Wanda	Spot and mother going to see some friends	2011	mixed media on paper	\$ 800.00
729	2011-21	Lock, Wanda	untitled [Void 1]	2011	mixed media on paper	\$ 800.00
730	2012-01	Coupey, Pierre	Screen I	2009-10	oil on canvas over panel	\$ 19,000.00
731	2012-02	Hartman, John	Layer Cake Mountain, Kelowna, B.C.	2000	pastel on paper	\$ 12,900.00
732	2012-03	Hartman, John	Kalamalka Lake, Vernon, B.C.	2000	pastel on paper	\$ 12,900.00
733	2012-04	Hartman, John	Okanagan and Kalamalka Lakes	2000	pastel on paper	\$ 3,200.00
734	2012-05	Hartman, John	Okanagan Valley	2000	pastel on paper	\$ 3,000.00
735	2012-06	Hartman, John	Rock Creek, B.C.	2000	oil on linen	\$ 15,000.00
736	2012-07	Kissick, John	7, No. 4	2005	acrylic on canvas	\$ 30,000.00
737	2013-01	Dikeakos, Christos	Burnt Single Family Home	2005	light-jet C print	\$ 14,000.00
738	2013-02	Smith, Gordon	SB 26	1974	watercolour on Arches p	\$ 3,000.00
739	2014-01	Kipling, Ann	23-Apr-12	2010	black and sepia ink on pa	\$ 2,500.00
740	2014-02	Kipling, Ann	27-Jun-12	2012	black and sepia ink on pa	\$ 2,500.00
741	2014-03	Kipling, Ann	7-Jul-12	2015	black and sepia ink on pa	\$ 2,500.00
742	2014-04	Kipling, Ann	13-May-05	2005	graphite aquarelle and	\$ 3,400.00
743	2014-05	Kipling, Ann	2-Jun-05	2005	graphite aquarelle and	\$ 3,200.00
744	2014-06	Kipling, Ann	8-Jun-05	2005	graphite aquarelle and	\$ 3,200.00
745	2014-07	Hartman, John	Grand Forks from Rattlesnake Hill	2011	watercolour on paper	\$ 2,900.00
746	2014-08	Hartman, John	Osoyoos	2011	watercolour on paper	\$ 2,700.00
747	2014-09	Hartman, John	Osoyoos, Looking South-East	2011	watercolour on paper	\$ 2,700.00
748	2014-10	Hartman, John	Trail B.C.	2005-2011	watercolour on paper	\$ 2,700.00
749	2014-11	Hartman, John	Christina Lake	2011	watercolour on paper	\$ 2,700.00
750	2014-12	Hartman, John	Lake Okanagan and Kelowna from Knox Mountain	2011	watercolour on paper	\$ 2,900.00
751	2014-13	Hartman, John	Kootenay Lake	2011	watercolour on paper	\$ 2,900.00
752	2014-14	Hartman, John	Slocan BC	2010	watercolour on paper	\$ 2,700.00
753	2014-15	Hartman, John	The Columbia River at Trail, B.C.	2010	watercolour on paper	\$ 2,700.00
754	2014-16	Hartman, John	The Columbia River from Montrose, BC	2010	watercolour on paper	\$ 2,700.00
755	2014-17	Hartman, John	Trail B.C., from Lookout Hill	2010	watercolour on paper	\$ 2,700.00
756	2014-18	Hartman, John	The Columbia River, Trail B.C. and Teck Cominco from the City of Trail	2010	watercolour on paper	\$ 2,700.00
757	2014-19	Hartman, John	Castlegar, B.C.	2010	watercolour on paper	\$ 2,800.00
758	2014-20	Hartman, John	Vaseux Lake, Okanagan	2011	watercolour on paper	\$ 2,700.00
759	2014-21	Hartman, John	The Columbia and Kootenay Rivers at Castlegar, B.C.	2010	watercolour on paper	\$ 2,700.00
760	2014-22	Hartman, John	Slocan Looking South	2005-2011	watercolour on paper	\$ 2,700.00
761	2014-23	Hartman, John	Layer-Cake Mountain, Kelowna	2011	watercolour on paper	\$ 2,900.00
762	2014-24	Hartman, John	Slocan From Above the Lumber Mill	2005-2011	watercolour on paper	\$ 2,900.00
763	2014-25	Hartman, John	The Columbia at Castlegar Looking Down from Hwy 3 East	2011	watercolour on paper	\$ 2,900.00
764	2014-26	Hartman, John	The Kootenay Valley near Wynndel	2011	watercolour on paper	\$ 2,900.00
765	2014-27	Hartman, John	Grand Forks, B.C.	2011	watercolour on paper	\$ 2,900.00
766	2014-28	Hartman, John	Grand Forks, March	2011	watercolour on paper	\$ 2,900.00
767	2014-29	Dikeakos, Christos	Orchard, Osoyoos, BC	2011	light-jet C print	\$ 8,000.00
768	2016-01	Hall, John	Muñeca	1992	acrylic on canvas	\$ 24,000.00
769	2016-02	Alexander, David	Contrasted Day Drawing	2008	acrylic on canvas	\$ 17,500.00
770	2016-03	Ritchie, Percival	Tundra II	1979	oil on hardboard	\$ 1,000.00
771	2016-04.01	Ritchie, Percival	Thomas, he doubted; Simon of Canaan, a Zealot; Matthew, a Tax	1993	stonecut print on paper	\$ 500.00
772	2016-04.02	Ritchie, Percival	Peter, Andrew, James and John, Fly Fishermen	1993	stonecut print on paper	\$ 500.00
773	2016-04.03	Ritchie, Percival	James the Less, Head of the Church of Jerusalem; Jude, Bartholomew.	1993	stonecut print on paper	\$ 500.00
774	2016-04.04	Ritchie, Percival	At the Window	n.d.	stonecut print on paper	\$ 500.00
775	2016-04.05	Ritchie, Percival	Black	1979	stonecut print on paper	\$ 500.00
776	2016-04.06	Ritchie, Percival	"Black" No. 2	1980	stonecut print on paper	\$ 500.00
777	2016-04.07	Ritchie, Percival	The Boss	1980	stonecut print on paper	\$ 500.00
778	2016-04.08	Ritchie, Percival	Conversazione	1982	stonecut print on paper	\$ 500.00
779	2016-04.09	Ritchie, Percival	Cougar	1980	stonecut print on paper	\$ 500.00
780	2016-04.10	Ritchie, Percival	Cougar	n.d.	stonecut print on paper	\$ 500.00
781	2016-04.11	Ritchie, Percival	The First Day: And There Was Evening and There Was Morning	1991	stonecut print on paper	\$ 500.00
782	2016-04.12	Ritchie, Percival	The Second Day: Sky and Water	1991	stonecut print on paper	\$ 500.00
783	2016-04.13	Ritchie, Percival	The Third Day: Land and Sea	1991	stonecut print on paper	\$ 500.00
784	2016-04.14	Ritchie, Percival	The Fourth Day: Sun, Moon and Stars	1991	stonecut print on paper	\$ 500.00
785	2016-04.15	Ritchie, Percival	The Fifth Day: Birds and Fish	1991	stonecut print on paper	\$ 500.00
786	2016-04.16	Ritchie, Percival	The Sixth Day: Man, Woman and Beast	1991	stonecut print on paper	\$ 500.00
787	2016-04.17	Ritchie, Percival	The Seventh Day: A Day of Rest	1991	stonecut print on paper	\$ 500.00
788	2016-04.18	Ritchie, Percival	The Eighth Day	1991	stonecut print on paper	\$ 500.00
789	2016-04.19	Ritchie, Percival	Environment	1989	stonecut print on paper	\$ 500.00
790	2016-04.20	Ritchie, Percival	Noah and Some Other Endangered Species	1985	stonecut print on paper	\$ 500.00
791	2016-04.21	Ritchie, Percival	Figure Drawing	1971	stonecut print on paper	\$ 500.00
792	2016-04.22	Ritchie, Percival	The Fine Line	1983	stonecut print on paper	\$ 500.00
793	2016-04.23	Ritchie, Percival	"The Fool doth think he is wise, but the wise man knows himself to be a	1986	stonecut print on paper	\$ 500.00
794	2016-04.24	Ritchie, Percival	From the Window	1982	stonecut print on paper	\$ 500.00
795	2016-04.25	Ritchie, Percival	The Handkerchief	1977	stonecut print on paper	\$ 500.00
796	2016-04.26	Ritchie, Percival	Indian Boy with Red Hair	1979	stonecut print on paper	\$ 500.00
797	2016-04.27	Ritchie, Percival	Kayak	1981	stonecut print on paper	\$ 500.00
798	2016-04.28	Ritchie, Percival	Langlaufer	n.d.	stonecut print on paper	\$ 500.00
799	2016-04.29	Ritchie, Percival	Leg Warmers	1984	stonecut print on paper	\$ 500.00
800	2016-04.30	Ritchie, Percival	Martha and Mary	1985	stonecut print on paper	\$ 500.00
801	2016-04.31	Ritchie, Percival	Moses	1986	stonecut print on paper	\$ 500.00
802	2016-04.32	Ritchie, Percival	Mountains	1971	stonecut print on paper	\$ 500.00
803	2016-04.33	Ritchie, Percival	The Canoeist	1979	stonecut print on paper	\$ 500.00
804	2016-04.34	Ritchie, Percival	The Runner	1978	stonecut print on paper	\$ 500.00
805	2016-04.35	Ritchie, Percival	Single Skull	1992	stonecut print on paper	\$ 500.00
806	2016-04.36	Ritchie, Percival	Steeplechase	n.d.	stonecut print on paper	\$ 500.00
807	2016-04.37	Ritchie, Percival	A Parade	1983	stonecut print on paper	\$ 500.00
808	2016-04.38	Ritchie, Percival	Pierre	n.d.	stonecut print on paper	\$ 500.00
809	2016-04.39	Ritchie, Percival	Le Quebequois	n.d.	stonecut print on paper	\$ 500.00
810	2016-04.40	Ritchie, Percival	Quilchena	1982	stonecut print on paper	\$ 500.00

KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
Accession #	Artist	Title	Date	Object	Value	
811	2016-04.41	Ritchie, Percival	Raphael	1983	stonecut print on paper	\$ 500.00
812	2016-04.42	Ritchie, Percival	The Sea	1983	stonecut print on paper	\$ 500.00
813	2016-04.43	Ritchie, Percival	Siblings [also known as Dave and Peggy]	1984	stonecut print on paper	\$ 500.00
814	2016-04.44	Ritchie, Percival	Sitting on the Beach	1982	stonecut print on paper	\$ 500.00
815	2016-04.45	Ritchie, Percival	The Stream That Stood Still	1982	stonecut print on paper	\$ 500.00
816	2016-04.46	Ritchie, Percival	Struggle	1981	stonecut print on paper	\$ 500.00
817	2016-04.47	Ritchie, Percival	Summer [seated woman]	n.d.	stonecut print on paper	\$ 500.00
818	2016-04.48	Ritchie, Percival	Summer	1987	stonecut print on paper	\$ 500.00
819	2016-04.49	Ritchie, Percival	Sustenance	1979	stonecut print on paper	\$ 500.00
820	2016-04.50	Ritchie, Percival	Three	1977	stonecut print on paper	\$ 500.00
821	2016-04.51	Ritchie, Percival	Three Trees	1979	stonecut print on paper	\$ 500.00
822	2016-04.52	Ritchie, Percival	Two Girls	1981	stonecut print on paper	\$ 500.00
823	2016-04.53	Ritchie, Percival	Untitled	1981	stonecut print on paper	\$ 500.00
824	2016-04.54	Ritchie, Percival	Waiting	1983	stonecut print on paper	\$ 500.00
825	2016-04.55	Ritchie, Percival	Whale	n.d.	stonecut print on paper	\$ 500.00
826	2016-04.56	Ritchie, Percival	Are You Alright Mary?? Enniskillen, N. Ireland	1988	stonecut print on paper	\$ 500.00
827	2016-04.57	Ritchie, Percival	Islam	1988	stonecut print on paper	\$ 500.00
828	2016-04.58	Ritchie, Percival	Street Kids, Toronto, Ontario	1988	stonecut print on paper	\$ 500.00
829	2016-04.59	Ritchie, Percival	The Third World	1988	stonecut print on paper	\$ 500.00
830	2016-04.60	Ritchie, Percival	The World	1988	stonecut print on paper	\$ 500.00
831	2016-04.61	Ritchie, Percival	Untitled [row of heads]	1989	stonecut print on paper	\$ 500.00
832	2016-04.62	Ritchie, Percival	Water/Upper Volta	1986	stonecut print on paper	\$ 500.00
833	2016-04.63	Ritchie, Percival	Yin and Yang	1978	stonecut print on paper	\$ 500.00
834	2016-04.64	Ritchie, Percival	The Young Dane	n.d.	stonecut print on paper	\$ 500.00
835	2018-01.01	Duke, Nellie (Helen)	The Upper Country	n.d.	Watercolour on paper ad	\$ 500.00
836	2018-01.02	Odjig, Daphne	Untitled	2015	coloured pencils on pape	\$ 1,600.00
837	2018-01.03	Odjig, Daphne	Sisters	2014	coloured pencils on pape	\$ 1,600.00
838	2018-01.04	Odjig, Daphne	Untitled	2014	coloured pencils on pape	\$ 1,600.00
839	2018-01.05	Odjig, Daphne	An Elder's Embrace	2014	coloured pencils on pape	\$ 1,600.00
840	2018-01.06	Odjig, Daphne	Untitled	2014	coloured pencils on pape	\$ 1,600.00
841	2018-01.07	Odjig, Daphne	Untitled	2014	coloured pencils on pape	\$ 1,600.00
842	2018-01.08	Odjig, Daphne	Untitled	2014	coloured pencils on pape	\$ 1,600.00
843	2018-01.09	Odjig, Daphne	Untitled	2014	coloured pencils on pape	\$ 1,600.00
844	2018-01.10	Odjig, Daphne	Untitled	2015	coloured pencils on pape	\$ 1,600.00
845	2018-01.11	Odjig, Daphne	Enfolding	1992	serigraph on paper	
846	2018-01.12	Mennie, Steve	Random Motion	1992	Silkscreen on paper	
847	2018-01.13	Mennie, Steve	Etc.	1992	Silkscreen on paper	
848	2018-01.14	Mennie, Steve	Pedestrian Obsession	1992	Silkscreen on paper	
849	2018-01.15	Mennie, Steve	A Purely Symbolic Gesture	1992	Silkscreen on paper	
850	2018-02.01	Jackson, A.Y.	Barren Land near Atnick Lake	c.1961	Oil on canvas	\$ 83,000.00
851	2018-03.01	Jackson, A.Y.	Gatineau River near Wakefield	1949	Oil on panel	\$ 35,000.00
852	2018-03.02	Besant, Derek	InOtherWords Afraid	2015	Thermal ink bleed serigra	\$ 1,000.00
853	2018-03.03	Besant, Derek	InOtherWords Different	2015	Thermal ink bleed serigra	\$ 1,000.00
854	2018-03.04	Kipling, Ann	Anna Wong	1964	Drypoint etching on paper	
855	2018-03.05	Kipling, Ann	6-Sep-04	2004	Graphite drawing on pap	\$ 2,500.00
856	2018-03.06	Willis, Grace	Revelstoke Mountain	n.d.	Watercolour on paper, m	\$ 750.00
857	2018-03.07	Lamont, Gwen	oil painting on wooden panel	n.d.	oil painting on wooden p	\$ 500.00
858	2018-03.08	Prince, Richard	Landscape Diorama with Storyteller's Bicycle (Modern Version)	2009	diorama mixed media sc	\$ 3,000.00
859	2019-01.01	Hall, John	Rattle	2011	Acrylic on canvas	\$ 28,000.00
860	2019-02-01	Lind, Jed	Gold, Silver & Lead	2011	Steel sculpture with poly	\$ 300,000.00
861	2020-01	Shirreff, Erin	Lake	2012	Colour video	\$ 34,000.00
862	2020-02.01	Spiegel, Stacey	Untitled (double portrait of Stacey Spiegel and Jerry Pethick)	1984	Mixed media on paper	\$ 1,000.00
863	2020-02.02	Keeley, Shelagh	Healing bed from the series "Mute Drawings"	1993	Oilstick and transfer on p	\$ 1,500.00
864	2020-03	Dikeakos, Christos	Foreground Study, Cucumber Greenhouse	2000	Trans laminated colour e	\$ 8,000.00
865	2020-04.01	Epp, Leonhard	Jonah and the Whale	1997	painted ceramic sculptur	\$ 2,500.00
866	2020-04.02	Epp, Leonhard	untitled	n.d.	painted ceramic sculptur	\$ 2,500.00
867	2020-04.03	Epp, Leonhard	untitled	n.d.	painted ceramic sculptur	\$ 1,000.00
868	2020-04.04	Epp, Leonhard	untitled	n.d.	tan vase with pink bulbou	\$ 750.00
869	2020-05.01	Craig, Briar	A SMATTER OF FACT	2017	ultra-violet screen print o	\$ 1,000.00
870	2020-05.02	Craig, Briar	DO IT JUST	2015	ultra-violet screen print o	\$ 1,000.00
871	2020-05.03	Craig, Briar	IT WILL BE CLEAR SOON	2015	ultra-violet screen print o	\$ 1,000.00
872	2020-05.04	Craig, Briar	MISINFORMATION	2017	ultra-violet screen print o	\$ 1,000.00
873	2020-05.05	Craig, Briar	POST TRUTH	2017	ultra-violet screen print o	\$ 1,000.00
874	2020-05.06	Craig, Briar	THE END	2016	ultra-violet screen print o	\$ 1,000.00
875	2020-05.07	Craig, Briar	DESERVE WHAT YOU WANT	2014	ultra-violet screen print o	\$ 1,000.00
876	2020-05.08	Craig, Briar	Door Hinge (Punk Poet)	2014	ultra-violet screen print o	\$ 1,000.00
877	2020-05.09	Craig, Briar	WANT WHAT YOU WANT	2015	ultra-violet screen print o	\$ 1,000.00
878	2020-05.10	Craig, Briar	WE ARE OUR FEAR	2015	ultra-violet screen print o	\$ 1,000.00
879	2020-05.11	Craig, Briar	WHITE WASH PRIVILEGE	2017	ultra-violet screen print o	\$ 1,000.00
880	2020-05.12	Craig, Briar	Appropriate	2020	ultra-violet screen print o	\$ 500.00
881	2020-05.13	Craig, Briar	Bat Love	2016	ultra-violet screen print o	\$ 1,000.00
882	2020-05.14	Craig, Briar	Biographie (L'Histoire du M. Stickman)	2014	ultra-violet screen print o	\$ 500.00
883	2020-05.15	Craig, Briar	LIVE YOUR WORDS	2019	ultra-violet screen print o	\$ 750.00
884	2020-05.16	Craig, Briar	RIOT ACT READ	2020	ultra-violet screen print o	\$ 750.00
885	2020-05.17	Craig, Briar	START TO STOP	2020	ultra-violet screen print o	\$ 750.00
886	2020-05.18	Craig, Briar	Twelve Bars Blue	2014	ultra-violet screen print o	\$ 1,000.00
887	2020-05.19	Craig, Briar	WILL YOU MAKE	2018	ultra-violet screen print o	\$ 750.00
888	2020-05.20	Craig, Briar	Young Love	2016	ultra-violet screen print o	\$ 1,000.00
889	2021-01.01	Mackenzie, Landon	Untitled (Structure with Brown Edges, Pink Dots)	2007	watercolour, ink and ges	\$ 6,000.00
890	2021-01.02	Mackenzie, Landon	An Improper Signal (Blue Nodes)	2012	watercolour, ink and ges	\$ 5,200.00
891	2021-01.03	Mackenzie, Landon	Houbart's Hope (Yellow) Crimson Lake	2001-2003	synthetic polymer and ap	\$ 56,500.00
892	2021-02.01	Point, Susan	Pacific Spirit 2021	2021	screenprint on paper	\$ 1,100.00
893	2021-02.02	Point, Susan	Timeless Circle	2013	screenprint on paper	\$ 1,200.00
894	2021-02.03	Point, Susan	Behind Four Winds	2012	screenprint on paper	\$ 1,000.00
895	2021-03	Morrisseau, Norval	Sacred Bear with Porthole	1991	acrylic on canvas (triptyc	\$ 250,000.00
896	2021-04	Duke, Nellie	Kalamalka Lake, B.C.	n.d.	watercolour on paper	\$ 500.00
897	2022-01	McFarland, Scott	Mr. Bell on His Property	1999	Photograph- Colour Print	\$ 9,500.00
898	2022-02.01	Cardiff, Janet, Miller, Georg	Production Still from the Berlin Files	2003	Photograph- Colour Print	\$ 500.00
899	2022-02.02	Cardiff, Janet, Miller, Georg	Crosscountry - Hornby Island to Kelowna	2007	Colour photograph- C-Pr	\$ 800.00
900	2022-03	Ashevak, Kenojuak	Tattooed Spirit Takes Flight	1994	Print- Lithograph	\$ 1,200.00
901	2022-04.01	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
902	2022-04.02	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00



KELOWNA ART GALLERY PERMANENT COLLECTION INVENTORY, July 19 2022						
	Accession #	Artist	Title	Date	Object	Value
903	2022-04.03	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
904	2022-04.04	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
905	2022-04.05	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
906	2022-04.06	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
907	2022-04.07	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
908	2022-04.08	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
909	2022-04.09	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
910	2022-04.10	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
911	2022-04.11	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
912	2022-04.12	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
913	2022-04.13	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
914	2022-04.14	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
915	2022-04.15	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
916	2022-04.16	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
917	2022-04.17	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
918	2022-04.18	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
919	2022-04.19	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
920	2022-04.20	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
921	2022-04.21	Pootoogook, Shami	Untitled	2002	ink drawing on paper	\$ 250.00
922	2022-04.22	Pootoogook, Shami	Untitled	2001	ink drawing on paper	\$ 250.00
Total Works		922				\$2,992,208.00



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The RCA expands and develops the art scene in Kelowna. Celebrating Its 20<sup>th</sup> Anniversary, the Rotary Centre for the Arts (RCA) is a multi-purpose art and cultural facility in the heart of Kelowna’s Arts and cultural experience with a mission to celebrate, nurture and promote the arts through diversity, entertainment and education. The RCA continually strives to improve the economic, cultural, and social quality of life in Kelowna by fostering participation in, and appreciation of the arts. Housed in a 44,000-square-foot facility owned by the City of Kelowna and operated as a non-profit under the Kelowna Visual and Performing Arts Centre Society (KVPACS), the RCA celebrates creative expression through diverse art forms and disciplines where individuals of all ages and backgrounds can come together to share in the excitement of strengthening art and culture.

Current tenants: New Vintage Theatre, The Alternator Centre for Contemporary Art, Theatre Kelowna Society, Potters Addict Ceramic Art Centre, painter Brandy Masch, The Piano Room, New Vintage Factory, Cool Arts, Okanagan Music Collective, Frequency Vocal Studio, Ponderosa Spinners, Weavers & Fibre Artist and ARTSCO (Arts Council of the Central Okanagan).

### **Community Benefits**

The 326-seat Mary Irwin Theatre is used nearly 280 times through rentals by local performing arts groups and promoters as well as RCA’s own presentation series. Small rental rooms are rented up to 2,000 times each year by community organizations.

RCA’s Youth Arts Education Programs, Multicultural Performing Arts School Programs, and Arts Blast Camps for summer, spring, and professional development saw approximately 1,100 participants in 2020-2021.

Working in collaboration with School District 23, 1,500 students annually visit the RCA for arts and culture field trips. 10 professional artists and artists teams are hired to facilitate this program and deliver 80-100 performing art classes in various forms including Jazz and Hip-hop Dance, Musical Theatre, Kung Fu, and Drama. From January to August 2022, we have run 21 adult art programs, with a total of 258 registrants and a total of earned \$11,678 in revenue.

In 2022, we offered 8 multi-week youth workshops for 14-18 year olds. 39 registrants earned revenue of \$5,341.

In 2022, two weeks of Spring Break camp, eight weeks of Summer Arts Blast camps, and one Pro-Development day camp for 350 children grossed \$83,115 in revenue and netted \$42,000, representing a growth of over 400% since the second highest year in camp revenue generation in the last five years.

RCA was able to continue to offer programs to the community during COVID and kept staff employed as RCA curates its own education arts and culture programs that were permitted to deliver in person to small groups (with some restrictions such as social distancing and masks).

Our spring and summer camps this year have sold out, and next year we plan to expand our camps by hiring more instructors and camp counselors, utilizing more of our building space, and registering 30% more campers each week.

A community partnership with UBCO had a student intern gain experience in the workforce by designing activities for each week of summer camp. We also recruited volunteers from UBCO to assist with running camp classes.

We are committed to accessible, diverse, and fun programming. We partnered with Mamas for Mamas with support from the Stober Foundation to subsidize 22 summer camp spots, which included a full week of camp, a lunch every day, and a t-shirt. We will subsidize 15 spots at our 2023 Spring Arts Blast Camp.

To provide creative opportunities to French-speaking children, we are planning to offer three French immersion Pro-Development Day camps in the upcoming school year in an expansion of our offering.

Okanagan College partnership agreement for a \$35K contract for a 3-year studio lease (from Sept 2020 – April 2023) with the College Animation Department's Life Drawing Classes in our Harmony Honda Painting Studio three times a week

The Out & Proud Film Festival, is a 3-day film festival in the Mary Irwin Theatre featuring stories by and about the LGBT2Q+ community. Kelowna Out & Proud Film Festival is an affiliate event of Kelowna Pride 2020, the largest Pride Festival in the BC Interior.

During the 2021-2022 academic year (September 2021 – June 2022) we brought in 101 classes, for a total of 2422 students and \$12,625 in revenue. For the 2022-2023 school year, we plan to offer additional field trip program opportunities in Cultural Dance and Circus Arts. We will offer French immersion music classes in the upcoming school year.

RCA 's first Youth Arts Council of seven high school students was selected via application. Professional local artist, Tyler Keeton Robbins, mentored the design and create a portable



canvas mural that they used as a backdrop to three community pop-up performances (held in a neighbourhood backyard, a local park, and at CoLab (in partnership with KinFolk), provided opportunities for Kelowna locals to gather and be creative. The Arts Council was a great success and will be continuing in September 2022 with a new cohort.

Our weekly free community Jazz Jam concert is a mentorship that provides an opportunity for local professional musicians, hobbyists, and high school students to perform together. Led by beloved local music educator, Craig Thomson, as well as Stephen Buck, the Jam has brought 1652 visitors in the past year, not including the dozens of musicians who have sat in and played. The Jam generated \$6,306 in donated revenue in the past two years, half of which goes to the Jazz Jam fund to purchase and repair.

Because of this unique program, Kelowna has sent countless musicians to top music programs across Canada and the US. In 2022, a new Jazz Jam scholarship was awarded to two local Grade 12 students (each received \$935) to apply to their continued studies in the Capilano University jazz program.

The free community program, School of Blues, runs every third Thursday with professional Blues artists Kenny Wayne Spruell and Sherman Douchette. 666 people have attended this series in the last year, and although Kenny has moved out of Kelowna, the program continues to run strong.

Free Community performances Tricia Dagleish, a local vocalist and pianist, performs once a month as a soloist or with her band, Major Mambo, and we have had 239 attendees since October 2021.

KVPACS has seven gallery spaces on site, including our professional-focused Alex Fong Galleria, and spaces like our Mezzanine and South Atrium that we reserve for novice and up-and-coming artists. Our galleries provide much-needed spaces for local artists to exhibit their work and gain experience having their work presented in a formal gallery space. We featured over 60 artists throughout our building in 2021, including solo and group shows from all skill levels. We have shown work by over 50 between January and August of 2022. The success of our exhibitions has much to do with our partnerships, and we have worked with multiple local art organizations and artist groups to create engaging exhibitions. Some partnerships include UBCO, the Ponderosa Fibre Artist Guild, the Parkinson's Senior Painting Club, ATUTU Canada, Cool Arts, the Quilter's Guild, and the Thursday Group.

During COVID-19, we expanded our exhibition space to include the Urban Screen, which is curated by ARTSCO. The Urban Screen features works by professional artists across Canada as

well as UBCO media arts students. We also created the RCA Art Wall on the west side of our building. Both of these spaces allow for distanced viewing of work and will continue to develop in the coming years.

Volunteering in arts and cultural activities provides direct group benefits. The RCA brings together over 60 community volunteers a year that contribute to the personal community feeling that transcends within the Centre for our multi-generational patrons. The act of volunteering is crucial for RCA as a non-profit organization. Volunteers not only reduce costs through their devoted work, but they also provide extraordinary service to our clients since they share a passion for our organization and its mission. However, the organization isn't the only one benefiting from such services. Volunteering is a two-way street and participants equally benefit from the work they contribute through personal growth, networking, and intangible benefits such as self-esteem.

RCA is the hub for annual community festivals such as Kelowna Fringe, the Out & Proud Film Festival, Kelowna Fan Expo (FX), and the Living Things Festival, and hosted Kelowna Culture Days for the past 5 years. These festivals attract hundreds of patrons from the wider Okanagan and visitors and are supported by numerous community partnerships and sponsorships.

The RCA provides 12 leased creation and exhibition studios from potters to painters to music instructors, supporting their work through affordable studio rental space, as well as collaboration and outreach support. These groups serve thousands in the community including adults of varying developmental abilities.



## Kelowna Art Gallery

1315 Water St  
Kelowna, BC V1Y 9R3  
250-762-2226

Website: [kelownaartgallery.com](http://kelownaartgallery.com)

**Year built:** 1996

**Ownership:** Owned by the City of Kelowna and operated by the Kelowna Art Gallery Association under a lease and operating agreement.

**Covenants/Heritage Status:** The Kelowna Art Gallery is located within Kelowna's Cultural District.

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### History

The Kelowna Art Gallery opened in 1975 and was originally housed in the Kelowna Centennial Museum. In 1996, a 15,758 sq. ft. facility meeting national standards for secure, climate-controlled storage and exhibition of artworks was constructed by the City of Kelowna and leased to the Kelowna Art Gallery Association.

The Gallery's permanent collection started with the acquisition of *After the Rain* by Okanagan resident Irvine Adams (1902–1992) in 1977. Since then, close to 900 works of art have been acquired by the gallery through donation and purchase. On November 1, 2006, the Kelowna Art Gallery was granted "A" status by the Minister of Canadian Heritage. All permanent collection artworks are available for view online.



## Facility Amenities

The Kelowna Art Gallery is divided into four exhibition galleries: the Front Project Space, the Mardell G. Reynolds Gallery, the Treadbolt Gallery and the outdoor Rotary Courtyard. Outside the building is the North Terrace and the West Terrace. Programs are delivered in the Front Project Space and the Scotiabank Studio or Art Lab.

- The **Front Project Space** is comprised of 1,350 sq. ft. of multi-purpose/rental space. It has a built-in projector screen and wireless internet. Maximum capacity is 170 people (for a reception). There is an outdoor patio adjacent to this space (the North Terrace).
- The **Treadgold/Bullock Gallery** is 3,000 sq. ft. of exhibition space and is the only climate-controlled gallery in this facility.
- The **Mardell G. Reynolds Gallery** is 600 sq. ft. of exhibition space, adapted from previous education space.
- The **Rotary Courtyard** is a 600 sq. ft. outdoor patio off the Galleria.
- The **Art Lab** is 360 sq. ft. of multi-purpose/programming space.
- The **North End Terrace** provides an outdoor space for Gallery patrons to gather and includes a piece of public art and space for more.

The facility also has administrative space, office space, a small boardroom, a staff room, three accessible public washrooms, a collections storage vault and holding room, in addition to a workshop and preparatory space on the ground floor.

## Service to the Community

The Kelowna Art Gallery offers extensive public programming and events in the community. In 2019, the Gallery held 17 on-site exhibitions and two satellite exhibitions at Kelowna International Airport. The Gallery hosted 343 school tours with over 6,300 students from elementary through university-level classes. Additional community programming included art classes, tours, Family Sundays, Lunchbox Series, talks and artists' presentations and community art projects. Total visitors in 2019 was over 30,000.

Staff: 14 FTE (8 FT, 12 PT)

The Kelowna Art Gallery Association is the primary user of the facility. Ancillary users of the building are one-time facility renters and partner community groups who use the public and meeting spaces.

## Building

Building size: 15,758 sq. ft.

Building footprint: 12,300 sq. ft.

A Building Condition Assessment & Replacement Reserve Study was completed in June 2021. An energy study, performance upgrade analysis and project optimization were not completed as part of the building condition assessment scope of work. For detailed information regarding the condition of the building, the full report should be referenced.

Highlights:

- **Building Functionality:** The exterior sealants observed on-site are at or near the end of their serviceable lives and are recommended to be replaced.
- **General Upgrades:** A contingency allowance is accounted for in the below summary table to account for potential upgrades and major repairs to the plumbing piping and sanitary west related components within the early portion of the term of analysis (i.e., 2-5 years). A contingency allowance is accounted for in the Table of Expenditures to account for potential upgrades and major repairs lighting and branch wiring within the early portion of the term of analysis (i.e., 2-5 years).

The *Building Condition Assessment & Replacement Reserve Study* provides the following summary table of expenditures expected within the next 5-year period. Costs indicated capture like for like renewals using Class D estimates, are future value and account for inflation.

	2021	2022	2023	2024	2025
Substructure	-	-	-	-	-
Shell	-	-	\$23,513	-	-
Interior	-	-	-	-	-
Services	-	-	-	\$146,694	-
Equipment & Furnishings	-	-	-	-	-
Building Sitework	-	\$11,526	-	-	-

## Accessibility

Below is a summary of different assessments that have evaluated the accessibility of Kelowna Art Gallery:

### Key Areas of Success

- **Vehicular Access:** The closest transit stops are regularly serviced between 8 a.m. – 5 p.m., with a large accessible waiting area. An accessible path of travel is provided from the nearby parking areas to the building entrance.
- **Building Entrances:** The building entrance is well drained and has an overhang for shelter from the elements. The doors are wheelchair accessible and the building entrance is levelled.
- **Interior Paths of Travel:** Some areas within the facility are only accessible by stairs.
- **Washrooms:** The Gallery has a unisex washroom and baby facilities are provided in both male and female washrooms. The washrooms feel safe, are aesthetically pleasing and meet all B.C. building codes.
- **Interior Features:** All counters contrast well with their surroundings and have a non-glare finish.
- **Social Connectedness:** An easily accessible AED with clear instructions is recommended.

### Key Areas for Improvement

- **Vehicular Access:** It has been recommended to consider adding accessible parking stalls and a loading zone. The nearby transit stop is over 500 m away from the building.
- **Building Entrances:** There is no relief area for seeing-eye dogs or tactile signage at the building entrance.
- **Interior Paths of Travel:** Some areas within the facility are only accessible by stairs.
- **Washrooms:** The washrooms could include tactile signage, height-friendly soap dispensers and a safe needle disposal container. It has been recommended that the gallery consider adding a component to allow people who are visually impaired to identify the centerline of washroom urinals and toilets. To avoid burns, pipes under the washbasins should be insulated. There are no steps or grab bars available at the urinals.
- **Interior Features:** It has been recommended that the Gallery consider adding visual signal devices for fire alarms that are visible from all areas and signage to identify accessible features of the building.
- **Social Connectedness:** An AED is required that is easily accessible with clear instructions.

## Summary of Community Feedback

The following information was communicated during the public consultation process. The information reflects the opinion of those who responded and should be considered collectively with other information provided.

User interviews and feedback rated the Gallery as being in “fair to good” condition and over capacity. Satisfaction level was not rated, but an analysis of comments shows satisfaction to be in the “moderately satisfied” range. The building requires more space for programming, exhibitions and storage. The art class space is too small, with space for only 15 people comfortably where space for 30 is needed. More space is needed for hands-on activities, especially during school tours. Overall, the Gallery estimates an additional 10,000 sq. ft. is needed for functionality. The Kelowna Art Gallery is a well-used and well-loved facility and though it is more than 20 years old, it has been well taken care of.

## Specific opinions expressed during the consultation:

- With an additional 10,000 sq. ft., KAG could possibly make co-location space available to other organizations for programming.
- The organization would like to proceed with a Request for Proposals to conduct a functional design for an expansion.
- There is a desire to expand the free Art Lab.
- KAG is growing rapidly.
- There is a desire to build off-site storage that could be shared with other arts organizations.
- Parking is considered challenging for staff and patrons.
- Large trucks face challenges navigating the designated loading bay.
- There is a root problem with nearby trees in the Rotary Commons.
- Galleries and art storage areas are required to have stable relative humidity and temperature.
- A 3,000 sq. ft. gallery is needed to display the permanent collection.

## Investment

### Capital Investment

In 2020, the City of Kelowna completed a roof replacement with insulation upgrade and HVAC automation project at the Kelowna Art Gallery.

In addition to general maintenance of the facility (carpet cleaning, window washing, janitorial, etc.), the Kelowna Art Gallery Association installed a small mezzanine (2017) and additional shelving (2020) to support storage of the permanent collection. This project has an estimated value of \$50,000.

### Annual repairs and maintenance investment

	2017	2018	2019	2020	Total
<b>Operator investment*</b>	\$27,159	\$30,788	\$46,332	\$46,077	<b>\$150,356</b>
<b>City Investment**</b>	\$21,549	\$16,943	\$5,220	\$14,092	<b>\$57,804</b>

\*The Operator investment totals were as submitted by the organization and include annual spending on maintenance of the facility. Utility fees (electric, gas, sewer, water) have been removed. This does not include capital expenditures.

\*\*The City investment totals are derived from the Building Services Operations (CC 156/277) annual spending on maintenance of the facility. Utility fees (electric, gas, sewer, water) have been removed. This does not include capital expenditures.





## Rotary Centre for the Arts

421 Cawston Ave  
Kelowna, BC V1Y 6Z1  
250-717-5304

Website: [rotarycentreforthearts.com](http://rotarycentreforthearts.com)

**Year built:** 2002

**Original Building:** Grower's Supply Building built in 1965

**Ownership:** Owned by the City of Kelowna and operated by the Kelowna Visual and Performing Arts Centre Society (KVPACS) under a lease and operating agreement.

**Covenants/Heritage Status:** The Rotary Centre for the Arts is located within Kelowna's Cultural District. The building is on the City of Kelowna Heritage Register.

### History

This building was originally designed by local architect, John Woodworth, a pioneer architect and conservationist and a tireless builder and organizer who loved his community and its natural environment. It opened in May 1965 and housed Growers Supply Company, which supplied local orchardists and farmers with everything they needed for crop production.

The building was extensively renovated as part of Kelowna's downtown-north end cultural revitalization and opened on November 2, 2002. Elements of the original Growers Supply Building have been retained within the current Rotary Centre for the Arts to honour its heritage. The visible remnants of the Growers Supply Building are located at the rear of the current building, including structural wooden and concrete elements.

## Facility Amenities

The RCA's three levels house the 326-seat Mary Irwin Theatre, resident artist studios, a pottery studio, galleries, dance studio, meeting rooms, atrium, a box office and a bistro. The building is fully accessible with 23 parking spaces. The rental/public spaces and 13 studios are:

- The **Mary Irwin Theatre** is a venue for music and dance recitals, theatre productions, concerts, films, corporate presentations and meetings. The 326-seat theatre has exceptional acoustics and state of the art light, sound and stage equipment.
- The **Salloum Rehearsal Hall** is a multi-purpose space equipped with a piano, sprung floor, 6 ft. screen, dance barres and mirrors with curtains. The space is used for dance classes, choir groups, theatre rehearsals and smaller shows, costume shops, private dinner parties, cocktail receptions, computer workshops, birthday parties and recitals.
- The **Sun FM Dance Studio** is centrally located next to the box office and has 1,047 sq. Ft. of studio space with a sprung-wood floor, mirrored walls, an upright piano, a stereo and a dance barre. The space is used for belly dancing lessons, flamenco, jazz, yoga and music recitals.
- The **Pacific Safety Products Boardroom** comes equipped with a boardroom-style table that can be reconfigured, an LCD projector, electronic screen, internet connection and 40 chairs. A conference phone is available upon request. The space is used for corporate meetings, seminars, round tables, marketing meetings, small receptions, strata groups and non-profit group meetings.
- The **Harmony Honda Painting & Drawing Studio** is a multi-purpose studio equipped with a loading door, tables, chairs, 11 built-in wall easels and two sinks. The space is used for workshops, drop-in classes and art lessons, community painting groups, art therapy groups, live drawing sessions, photography sessions, after school programs, catering staging area for large events and annual general meetings.
- The **South Atrium** is an open space with soaring glass walls located next to the main entrance of the RCA. This space is used for receptions, live music, dinner meetings and special events.
- The **Delta Grand Okanagan & Sun-Rype Upper Theatre Lobby** is on the second floor by the upper theatre entrance. The space is used for meet and greet sessions, receptions, workshops, live performances and catered cocktail hour or dessert.
- The **Alex Fong Galleria** is used for trade shows, receptions and art exhibits or openings.
- The **Daily Courier Performance Court** is an outdoor space adjacent to the South Atrium and is used for outdoor performances, art markets and additional space for Atrium events.
- Studio Occupants (at time of this report)
  - New Vintage Theatre | Studio 100 & 114  
[newvintagetheatre.com](http://newvintagetheatre.com)
  - The Alternator Centre for Contemporary Art | Studio 103  
[alternatorcentre.com](http://alternatorcentre.com)
  - Theatre Kelowna Society / Set Shop & Wardrobe | Studio 105, 107 & Basement  
[theatrekelownasociety.org](http://theatrekelownasociety.org)
  - Potters Addict Ceramic Art Centre | Studio 108  
[pottersaddict.com](http://pottersaddict.com)
  - Brandy Masch | Studio 112  
[brandymasch.com](http://brandymasch.com)
  - The Piano Room | Studio 113  
Jaydean Braham - [jaydeanbraham@gmail.com](mailto:jaydeanbraham@gmail.com)  
Danni Fehr - [dannifehr@yahoo.ca](mailto:dannifehr@yahoo.ca)  
[dannifehr.ca](http://dannifehr.ca)
  - Cool Arts | Studio 201  
[coolarts.ca](http://coolarts.ca)

- Tyler Robbins | Studio 202  
[tylerkeetonrobbins.com](http://tylerkeetonrobbins.com)
- Frequency Vocal Studio | Studio 203  
[frequencyvocalstudio.com](http://frequencyvocalstudio.com)
- Ponderosa Spinners, Weavers & Fibre Artists | Studio 204  
[ponderosaguild.org](http://ponderosaguild.org)
- Arts Council of the Central Okanagan | Studio 205  
[artsco.ca](http://artsco.ca)

On-site technical and A/V equipment include a theatre projector, HDMI portable projector, microphone, speaker, pianos, livestreaming, tables and chairs.

## Service to the Community

The Rotary Centre for the Arts sees almost 15,000 hours of use each year. In 2019, the facility had over 2,500 bookings with a total of 230,000 attendees. In 2019, community and youth education programs engaged over 7,600 participants. The Mary Irwin Theatre had 268 days of use, with 21 shows and around 40 performances which entertained more than 8,000 patrons.

Staff FTE: 13 (8 FT, 6 PT, 2 contractors, 4 seasonal – project specific, 60 volunteers)

### Additional annual regular users include:

- Kelowna Culture Days
- Kelowna Fringe Festival (since the inaugural launch in 2019)
- Opera Kelowna
- Ballet Kelowna
- BC Interior Jazz Festival
- Chamber Music Kelowna
- Living Things Festival
- Kelowna Kiwanis Festival
- Craft Culture Market
- Artisan Christmas Market
- Valley First Wine Tastings
- Kelowna Art Market
- Education and Career Fairs
- L'Amore Bridal Fair
- Okanagan Fitness Festival
- Community Sport Hero Awards
- Film Festivals
- Concerts
- Theatre Productions (specifically Theatre Kelowna and New Vintage Theatre)
- Dance Festivals/Competitions
- Distinguished speakers/presentations
- Community forums & workshops
- Art and dance classes/sessions



## Building

Building size: 44,000 sq. ft.

Building footprint: 29,200 sq. ft.

A Building Condition Assessment & Replacement Reserve Study was completed in June 2021. An energy study, performance upgrade analysis and project optimization were not completed as part of the building condition assessment scope of work. For detailed information regarding the condition of the building, the full report should be referenced.

Highlights:

- **Building Functionality:** The low slope modified bitumen (SBS) roof membrane is nearing its serviceable life and is recommended to be replaced. The exterior sealants observed on-site are at or near the end of their serviceable lives and are recommended to be replaced.
- **General Upgrades:** A contingency allowance is accounted for in the Table of Expenditures to account for potential partial upgrades and/or major repairs to the Domestic Water Distribution-Pipes & Fittings, Sanitary Waste and Lighting and Branch Wiring related components that have and/or approaching the end of their service life.

The *Building Condition Assessment & Replacement Reserve Study* provides the following summary table of expenditures expected within the next 5-year period. Costs indicated capture like for like renewals using Class D estimates, are future value and account for inflation.

	2021	2022	2023	2024	2025
<b>Substructure</b>	-	-	-	-	-
<b>Shell</b>	-	\$6,000	\$14,108	\$71,950	\$1,121,627
<b>Interior</b>	-	-	-	-	-
<b>Services</b>	-	-	-	\$318,019	-
<b>Equipment &amp; Furnishings</b>	-	-	-	-	-
<b>Building Sitework</b>	-	-	\$16,136	-	-

## Accessibility

Below is a summary of different assessments that have evaluated the accessibility of the Rotary Centre for the Arts:

### Key Areas of Success

- **Vehicle Access:** There is designated accessible parking and a designated drop-off zone adjacent to the main entrance.
- **Exterior Approach and Entrance:** A low slope ramp with handrails is available and the entrance includes an automated door.
- **Interior Circulation:** The studios are open concept and spacious. Hallways are spacious and well illuminated and stairs have tactile indicators including high contrast nosing.
- **Interior Services & Environment:** There is a variety of seating and tables for a variety of activities.
- **Emergency Systems:** There are clear fire plans and some visual alarms. Firefighting equipment is at an accessible height.
- **Additional Use of Space:** There is clear space to maneuver within the art studio. The studio is well illuminated and has a variety of tables to create art. The food services space on the main level has clear space to maneuver.

## Key Areas for Improvement

- **Vehicle Access:** Accessible spaces are not clearly defined and there is no marked pathway to the sidewalk or main entrance of the building. There are two steps that lead from the designated parking area and these steps do not include high contrast nosing for easy recognition.
- **Exterior Approach and Entrance:** Markings and decals on all glazed doors and walls should be in high contrast. There is an area beside the exterior ramp that may be confusing for people with low vision or cognitive issues. It has been recommended that the RCA consider a guard rail that closes the space between the ramp and the stairs.
- **Interior Circulation:** The art studio does not have automated entrance doors. It has been recommended that the RCA consider a mirror on the back wall of the elevator. To protect people from body impact injuries, soft pad bumpers can be added to the wooden posts in the hallway adjacent to the art studio.
- **Interior Services and Environment:** There is a craft-style kitchen counter and sink within the Art Studio. It is not at an accessible-height and does not have knee space for people using a wheeled mobility device. It has been recommended that the RCA consider renovating the counter and sink area utilizing CSA B651-12 as guide.
- **Washrooms:** There are no emergency call bells in the accessible washrooms. People with limited core strength and limited mobility require a seat back for stability. It has been recommended that the RCA consider seatbacks on tankless open water jacket toilets in the accessible washrooms. Sanitary disposal, mirror, hand dryers, soap dispensers, toilet paper dispensers and coat hooks are not accessible from a seated position in all washrooms. Round knob handles on stall doors are difficult to open for people with closed hand grips and impairments. It has been recommended that the RCA consider installing sliding door locks on stall doors. To prevent burn injuries at sink locations, it has been recommended that the RCA consider wrapping drainpipes.
- **Signage, Wayfinding and Communication:** Many people with low vision or partial sight rely on tactile signage and landmarks for way-finding. It has been recommended that the RCA consider wayfinding signage that uses international symbols and shapes, raised lettering and braille and is mounted at an accessible height. Bold, high contrast room signage that is tactile, utilizes braille and is mounted at accessible height on the latch side of the door could be installed.
- **Emergency Systems:** Visual fire alarms aren't visible from all areas of the building. It has been recommended that the RCA consider bold, high contrast evacuation signage that has marked exit points on a non-reflective surface mounted at accessible height.
- **Additional Use of Space:** The Art Studio could include height-adjustable tables, a lowered height coat rack and storage that is accessible for all users, as well as some chairs that have arm rests and are adjustable in height.

## Summary of Community Feedback

The following information was communicated during the public consultation process. The information reflects the opinion of those who responded and should be considered collectively with other information provided.

In interviews and feedback, users considered themselves to be “moderately satisfied” with the overall functionality of the building and rated the RCA as being in “fair to good” condition. The facility was thought to be somewhat limited in its use and functionality and its condition was described as “creeping on the 1990s.” There is a need for two types of spaces – arts administration/office spaces and additional studio spaces. The building was designed to structurally support a third storey above the studios, which would alleviate some of the space issues.

### Specific opinions expressed during the consultation:

- Some tenants under-utilize their space.
- The co-location with art groups is great. Some organizations are active and fantastic, and the collaboration is awesome.
- Parking has been identified as a concern, particularly during events at Prospera Place.
- The box office/front reception area has no sightlines for safety and monitoring visitors. There has been an increase in security incidents and issues, including drug use in the public washrooms.

- The flooring upgrade is really good. The tables and chairs are starting to get dated.
- Certain spaces have noise issues.
- While the RCA provides opportunities for interactions among artists, users cited challenges with booking availability, storage, rental costs and hours of operation.
- The studio wing has the structural capacity for a third-floor expansion. Adding a third storey would create much-needed space.
- Enhancements of sound-proofing in the current space will allow simultaneous (non-disruptive) use.

## Investment

### Capital Investment

The \$6,800,000 RCA building project in 2002 was funded by the City of Kelowna, the Province and the Federal Government. There were also significant individual contributions, along with donations from special interest groups. The Centre was named after the Rotary Clubs, whose extensive efforts fundraised \$350,000.

New flooring throughout the primary public traffic areas of the facility was installed in 2019. In 2020, boilers were replaced as part of the City of Kelowna Boiler Replacement Program. Exterior lighting was upgraded to LED.

Although a capital improvement fee is charged by the Rotary Centre for the Arts to patrons of the theatre, a reserve fund has not yet been established. To date, the fee has been used to off-set in-year expenses for repairs and maintenance. A future reserve fund will assist with upgrades and new equipment purchases for the facility.

### Annual repairs and maintenance investment

	2017	2018	2019	2020	Total
<b>Operator investment*</b>	\$149,755	\$157,788	\$148,012	\$135,425	<b>\$590,980</b>
<b>City Investment**</b>	\$27,386	\$30,428	\$80,683	\$41,805	<b>\$180,302</b>

\*The Operator investment totals were as submitted by the organization and include annual spending on maintenance of the facility. Utility fees (electric, gas, sewer, water) have been removed. This does not include capital expenditures.

\*\*The City investment totals are derived from the Building Services Operations (CC 156/277) annual spending on maintenance of the facility. Utility fees (electric, gas, sewer, water) have been removed. This does not include capital expenditures.





City of  
**Kelowna**

# Kelowna Art Gallery and Rotary Centre for the Arts Lease and Operating Agreements

February 6<sup>th</sup>, 2023



# Kelowna Art Gallery

- ▶ 35 full-time and part-time staff;
- ▶ 930 collection pieces representing 189 artists;
- ▶ 28,730 annual visitors;
- ▶ 350+ educational program participants;
- ▶ 14,581 social media followers.



# Rotary Centre for the Arts – Kelowna Visual and Performing Arts Centre



- ▶ 12 creation and exhibition studios;
- ▶ 1,400+ annual events;
- ▶ 2,280 theatre and space rentals;
- ▶ 1,100 youth education program participants;
- ▶ 60 community volunteers.



# Agreement Summaries

Lease and Operating Agreement Key Terms		
	Kelowna Art Gallery	Rotary Centre for the Arts
Annual Grant	\$511,000.00, increased annually by BC CPI	\$333,300, increased annually by BC CPI
Address	1315 Water Street	421 Cawston Avenue
Rent	Nominal (\$1)	Nominal (\$1)
Reserve Contribution	\$18,000.00, increased annually by BC CPI	\$18,000.00, increased annually by BC CPI

These agreements also formalize the maintenance responsibilities of each party and annual partnership reporting requirements.



*Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# Report to Council



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** 2022 Annual Report – Property Management Delegation of Authority  
**Department:** Real Estate

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**Recommendation:**

THAT Council receives for information the report from the Real Estate Department dated February 6, 2023, with respect to the transactions approved by the Manager, Property Management in accordance with the Delegation of Authority to Enter into Leases and Licenses of Occupation Bylaw No. 11250 for the period starting January 1, 2022, and ending December 31, 2022.

**Purpose:**

To provide Council with a summary of the transactions approved by the Manager, Property Management between January 1, 2022, and December 31, 2022, in accordance with Bylaw No. 11250.

**Background:**

In accordance with Bylaw No. 11250, section 2.6, *"The Manager, Property Management shall provide a report to Council to be received for information regarding any transactions approved pursuant to this Bylaw on an annual basis."* This report provides a summary of transactions from January 1, 2022, to December 31, 2022.

**Discussion:**

In 2022, 57 agreements were executed under the delegated authority granted through Bylaw No. 11250. The agreements included commercial leases, residential tenancy agreements, concession agreements and licenses of occupation. Each of these transactions are to a maximum fair market value of sixty thousand dollars (\$60,000.00) per year, does not exceed a term of fifteen (15) years, and are in accordance with City policies.

The details of the transactions approved by the Manager, Property Management have been summarized in the table below, with a detailed report provided in the attached Schedule A.



Type	Quantity
Licenses of Occupation (including amendments)	39
Commercial Leases (including renewals)	3
3 <sup>rd</sup> Party Agreements	2
Concession Agreements	4
Agricultural Leases	2
Encroachment Agreements (including renewals)	2
Residential Tenancy Agreements	4
Partial Surrender of Lease	1
<b>TOTAL</b>	<b>57</b>

**Existing Policy:**

Staff took into consideration Council’s 2019-2022 priorities when entering into all agreements under the authority granted by Bylaw 11250; specifically, the following:

- Increasing non-taxation revenue;
- Animation of parks and public spaces; and
- Community amenities being multipurpose and accessible to residents.

**Conclusion:**

The information above satisfies the requirement to report to Council in accordance with Bylaw No. 11250, section 2.6, up to and including December 31, 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:** J. Buck, Manager, Property Management

**Approved for inclusion:** J. Säufferer, Real Estate Department Manager

**Attachments:** Schedule A – 2022 Delegation of Authority Report  
 Schedule B - PowerPoint Presentation

## 2022 Delegation of Authority Summary

Signatory	Organization	Type	Dates	Term	Renewal	Value	Detail	Address	Reason
JA	Ironclad Developments Inc	License of Occupation	April 1, 2022 - Feb 28, 2023	11 months	n/a	\$ 56,100	term	245 Aurora Cres	Construction Laydown Area
JA	1320661 BC Ltd	License of Occupation	March 1, 2022 - June 30, 2023	16 months	n/a	\$ 23,994	term	1190 Richter Street	Construction Laydown Area
JA	Regency Aero Lease Inc	License of Occupation	March 1, 2022 - April 30, 2022	2 months	1 mo	\$ 1	term	5700 Airport Way	Blast Wall Decommissioning
JA	1318421 BC Ltd	3rd Party Agreement	November 1, 2022 - October 31, 2023	12 months	n/a	\$ 21,432	term	209-346 Lawrence Ave	Commercial Lease
JA	1318421 BC Ltd	3rd Party Agreement	November 1, 2022 - October 31, 2023	12 months	n/a	\$ 22,473	term	104-346 Lawrence Ave	Commercial Lease
JA	CMHA	Residential Tenancy Agreement	March 1, 2022	ongoing	n/a	\$ 1,850	monthly	802 Wilson Rd	Residence
JA	Jessica & Stephen Reimer	License of Occupation	January 1, 2022 - December 31, 2027	5 yrs	N/A	\$ 2,500	term	4806 Lakeshore Place	Landscape encroachment
JA	Kelowna Water Park Ltd	Concession	May 15 - Sept 15 for 5 years	5 yrs	2X1	\$ 55,000	term	City Park	Activity Concession
JA	Cinzia Wendland	Residential Tenancy Agreement	March 1, 2022	ongoing	n/a	\$ 2,175	monthly	1391 Dilworth Cr	Residence
JS	Lakefront Sports Centre Ltd.	License of Occupation	April 1, 2022 - October 31, 2022	7 months	n/a	\$ 31,000	term	1354 Water Street	Waterfront Dock Usage
JS	Regency Aero Lease Inc.	License of Occupation	April 9, 2022 - July 8, 2022	3 months	1 mo	\$ 5,930	term	5700 Airport Way	Lighting & paving of parking lot
JS	Okanagan Parasail Company Ltd.	License of Occupation	April 1, 2022 - October 31, 2022	7 months	n/a	\$ 7,000	term	1354 Water Street	Waterfront Dock Usage
JS	Summit Brooke Construction Corp.	License of Occupation	Month to month	n/a	n/a	\$ 500	monthly	2275 Springfield Rd (adj to)	Encroachment on City property
JS	Amega Development Group	License of Occupation	May 1, 2022 - Apr 30, 2025	3 years	n/a	\$ 1	term	1630 Water St	Encroachment on City property
JS	Reggae Fusion Food Inc.	License of Occupation	May 15 - Sept 15, 2022 (trial season)	4 months	n/a	\$ 1,085	term	Stuart Park Plaza	Trial season for new food truck
JS	Amega (Water St by the Lake)	Encroachment Agreement	April 20, 2022 - April 19, 2023	1 year	n/a	\$ 26,013	term	278 Leon Ave	Highway encroachment
JS	Okanagan Beach Rentals	License of Occupation	May 15 - Sept 15, 2022	4 months	n/a	\$ 2,080	term	Tugboat Bay	Activity Concession, 2nd renewal
JS	Abdulrahman Dghem	License of Occupation	May 15 - Sept 15, 2022	4 months	1 more	\$ 1,836	term	1600 Abbott St (City Park)	Food Truck vendor
JS	Elevation Outdoors	License of Occupation	May 15, 2022 - Sept 30 2024	3 years	2X1	\$ 2,500	term	Knox Mountain	Activity Concession - Bike Rentals; 2% annual increase
JS	Simon Chun Wang Ng	License of Occupation	May 15, 2022 - Sept 30 2024	3 years	2X1	\$ 2,500	term	Ben Lee Park	Food Truck vendor; 2% annual increase
JS	Silvia Paulina Huerta	License of Occupation	May 15, 2022 - Sept 30 2024	3 years	2X1	\$ 2,500	term	vacant lot	Food Truck vendor; 2% annual increase
JS	0813374 B.C LTD.	License of Occupation	May 15, 2022 - Sept 30 2024	3 years	2X1	\$ 2,000	term	Rotary Beach	Food Truck vendor; 2% annual increase
JS	Luxury Lake Tours Inc.	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 2,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Peter Brady/Kelowna Water Taxi	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 2,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Regency Aero Lease Inc.	Partial Surrender of Lease	n/a	n/a	n/a	n/a	n/a	5700 Airport Way	Remove Added Lease Area under the Lease
JS	Regency Aero Lease Inc.	License of Occupation - Amendment	Jun 1, 2022 - Aug 31, 2022	3 months	n/a	n/a	n/a	5700 Airport Way	Blastwall Agreement Extension
JS	Aqua Resort Ltd.	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 25,400	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Splash Boat Ventures Okanagan	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 2,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Myles Mattila/Msurf Okanagan	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 2,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Kelowna Boat Rentals	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 28,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	1774855 Alberta/Sunwave Boat	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 16,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Cole Martin/K-Town Rentals	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 5,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
GH	Okanagan Luxury Boat Club	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 16,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
GH	Kickin Back Boat Rentals	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 12,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JB	Tiki Time Tours	License of Occupation	Apr 1, 2022 - Dec 31, 2022	9 months	n/a	\$ 2,000	term	Water St/Cook Rd/Sutherland Bay	Municipal Boat Launch License for Commercial Use
JS	Kelowna Chiefs Hockey	Concession - Renewal	Aug 1, 2022 - Jul 31, 2023	1 year	n/a	\$ 1,000	term	645 Dodd Road/Rutland Arena	Skate Shop Concession
JS	Kelowna Chiefs Hockey	Concession - Renewal	Aug 1, 2022 - Jul 31, 2023	1 year	n/a	\$ 2,000	term	645 Dodd Road/Rutland Arena	Food Concession
JS	Kelowna Chiefs Hockey	Concession - Renewal	Aug 1, 2022 - Jul 31, 2023	1 year	n/a	\$ 44,500	term	645 Dodd Road/Rutland Arena	Facility Lease
JB	Monaghan Golf	Commerical - Amendment	n/a	n/a	n/a	n/a	n/a	3770 Bulman Road	Amendment to leased area on existing lease
JB	Longhorn Farm	Agriculture Lease	Jul 19, 2022 - Oct 19, 2022	4 months	n/a	\$ 500	term	4690 Hwy 97 N	Cultivation & harvesting of hay
JB	Okanagan-Kootenay SIR Board	Commercial - Renewal	Oct 1, 2022 - Sep 30, 2023	1 year	n/a	\$ 19,000	term	4210 Old Vernon Road	Office & small warehouse space
JB	Just Jord Holdings Ltd.	Encroachment Agreement	Aug 17, 2022 - ongoing	ongoing	n/a	\$ 1	term	1232 Ellis St	Encroachment over utility SRW
JB	Longhorn Farm	Agriculture Lease	Aug 1, 2022 - May 31, 2025	2 yrs, 10 months	2 x 3 years	\$ 1	term	4680-4720 Old Vernon Rd	Cultivation & harvesting of hay
JB	1320661 BC Ltd	License of Occupation - Amendment	Sep 1, 2022 - Nov 30, 2022	3 months	n/a	\$ 2,133	monthly	1192 Richter St	Amend license area for 3 month period
JS	Encorp Pacific (Canada)	License of Occupation	Mar 1, 2022 - Feb 28, 2024	2 years	2 x 2 years	\$ 2,500	annually	2720 John Hindle Dr	Return It Express Station at Kelowna Landfill
JB	Mission Group	License of Occupation	Sep 15, 2022 - Mar 31, 2023	6.5 months	n/a	\$ 59,990	term	3786 Lakeshore Road	Partial winter use of parking lot
JB	School District 23	Joint Use Agreement - Extension	Jul 1, 2022 - Jun 30, 2023	1 year	n/a	\$ 1	term	4881 Gordon Drive	One year agreement extension
JB	Enterprise Rent-A-Car	Commercial Sublease - Amendment				n/a	n/a	5700 Airport Way	Option for relocation of premises
JB	Thomas & Nicole MacNeil	License of Occupation	May 1, 2022 - Apr 30, 2027	5 years	n/a	\$ 2,500	term	2272 Dewdney Rd	Encroachment over City property
JB	Kurtis Mutschmann	Residential Tenancy Agreement	Dec 1, 2022	ongoing	n/a	\$ 1,500	monthly	2335 John Hindle Drive	Residence
JB	Rodney Tribiger	Residential Tenancy Agreement	Nov 1, 2022	ongoing	n/a	\$ 2,100	monthly	2355 John Hindle Drive	Residence
JB	City of West Kelowna	License of Occupation	Oct 18, 2022	10 years	5 years	n/a	term	451-455 Rockview Lane	Reciprocal water monitor agreement with CWK
JB	Mission Group	License of Occupation	Dec 1, 2022-April 30, 2023	5 months	n/a	\$ 7,500	term	Cook Road Boat Launch	Boat storage launch off-season
JB	RDCO / 4110	License of Occupation	Dec 17, 2022-Dec 16, 2024	2 years	5 x 2 years	n/a	annually	2261 Springfield Road	Access agreement for Mission Greenway

JB	UBCO	License of Occupation	Dec 5, 2022-Dec 4, 2025	3 years	2 years	\$	1 term	421 Cawston Avenue (Art Walk)	Rotary Art Walk banners
JB	Aberdeen Hall Senior School Society	License of Occupation	Jan 15, 2019 - Jan 14, 2024	5 years	4 x 5 years	\$	1 term	Academy Way (South of)	Access property walking path
JB	Greencorp Ventures Inc	License of Occupation - Amendment	Aug 1, 2021 - Jul 31, 2023	24 months	N/A	\$	1 term	4065 Lakeshore Rd	Staff parking, laydown area, and site office
JB	Stober Construction Ltd	License of Occupation - Amendment	May 19, 2021 - May 18, 2025	4 year	4 year		n/a n/a	3316 Lakeshore Rd	Construction Laydown Area





City of  
**Kelowna**

# Delegation of Authority Property Management - 2022

February 6, 2023

# Delegation of Authority Bylaw No. 11250

- ▶ Bylaw No. 11250 was approved in July 2016 to support the efficient management of City-owned or leased real property;
- ▶ It authorizes staff to execute real estate-related agreements, provided the agreements are:
  - ▶ A maximum annual fair market value of \$60,000/year or less; and
  - ▶ A maximum term of 15 years or less, including initial term and any approved renewals.





# Types of Executed Agreements

Type	Quantity
Licenses of Occupation (including amendments)	39
Commercial Leases (including renewals)	3
3 <sup>rd</sup> Party Agreements	2
Concession Agreements	4
Agricultural Leases	2
Encroachment Agreements (including renewals)	2
Residential Tenancy Agreements	4
Partial Surrender of Lease	1
<b>TOTAL</b>	<b>57</b>





*"A community where residents are connected to their neighbours, their city and the wider world."*

# Report to Council



**Date:** February 6, 2023  
**To:** Council  
**From:** City Manager  
**Subject:** Road Closure Adjacent to 4004 Bluebird Road and 4020 & 4058 Lakeshore Road  
**Department:** Real Estate

---

**Recommendation:**

THAT Council receives, for information, the report from the Real Estate Department dated February 6, 2023, recommending that Council adopt the proposed closures of roads adjacent to 4004 Bluebird Road, 4020 Lakeshore Road, and 4058 Lakeshore Road to be consolidated into 4020 Lakeshore Road.

AND THAT Bylaw No. 11606, being a proposed road closure of a portion of road adjacent to 4020 Lakeshore Road, be given reading consideration;

AND THAT Bylaw No. 11607, being a proposed road closure of a portion of road adjacent to 4058 Lakeshore Road, be given reading consideration;

AND FURTHER THAT Bylaw No. 11609, being a proposed road closure of a portion of road adjacent to 4004 Bluebird Road, be given reading consideration

**Purpose:**

To seek Council approval for the closure of road adjacent to 4004 Bluebird Road, 4020 Lakeshore Road, and 4058 Lakeshore Road for consolidation with 4020 Lakeshore Road.

**Background:**

The proposed road closures (shown as Schedule A, B and C) will allow for the consolidation of the City owned lands known as Bluebird Beach Park (shown as Schedule D), and enable to City to move forward with the rezoning of the lands to P3 - Parks and Open Space.

**Legal/Statutory Authority:**

Section 26 and 40, Community Charter

**Considerations not applicable to this report:**

Financial/Budgetary Considerations:  
Legal/Statutory Procedural Requirements:  
Existing Policy:  
External Agency/Public Comments:  
Communications Comments:

**Submitted by:** B. Walker, Real Estate Services Manager

**Approved for inclusion:** J. Säufferer, Real Estate Department Manager

Attachments: Schedule A – Road Closure Area – Adjacent to 4020 Lakeshore Rd  
Schedule B – Road Closure Area – Adjacent to 4058 Lakeshore Rd  
Schedule C – Road Closure Area – Adjacent to 4004 Bluebird Road  
Schedule D – Subdivision Plan  
Schedule E – Power Point

cc: D. Strachan, Community Planning & Development Manager  
R. Parlane, Parks & Buildings Planning Manager



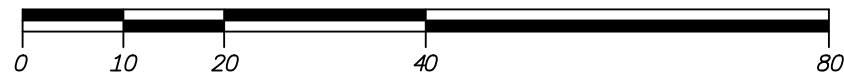
# SCHEDULE "A"

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11606  
(City of Kelowna) TO CLOSE ROAD DEDICATED ON  
PLAN KAP72198, SECTION 1, TOWNSHIP 25,  
OSOYOOS DIVISION YALE DISTRICT

PLAN EPP84607

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT  
AND SECTION 40 OF THE COMMUNITY CHARTER

BCGS 82E.083



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

(All distances are in metres)

### LEGEND

- Denotes Standard Iron post (Type 5) found
- Denotes Standard Iron post (Type 5) placed
- Denotes Lead Plug (Type 3) found
- ⊙ Denotes Non-Standard Post found
- ⊕ Denotes Control Monument found
- NF Denotes nothing found

Integrated Survey Area No. 4, City of Kelowna,  
NAD83 (CSRS) 4.0.0.BC.1

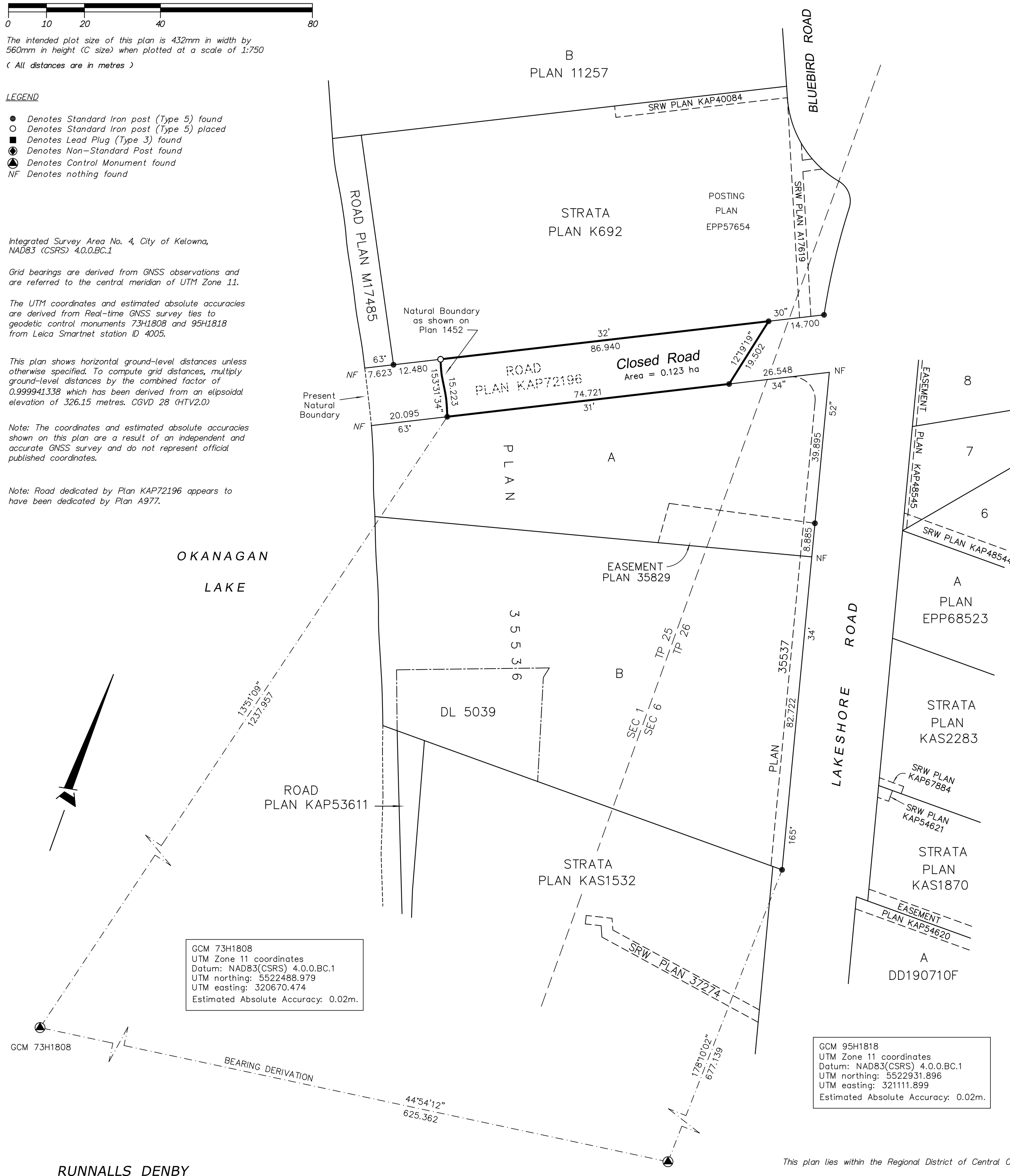
Grid bearings are derived from GNSS observations and  
are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracies  
are derived from Real-time GNSS survey ties to  
geodetic control monuments 73H1808 and 95H1818  
from Leica Smartnet station ID 4005.

This plan shows horizontal ground-level distances unless  
otherwise specified. To compute grid distances, multiply  
ground-level distances by the combined factor of  
0.999941338 which has been derived from an ellipsoidal  
elevation of 326.15 metres. CGVD 28 (HTV2.0)

Note: The coordinates and estimated absolute accuracies  
shown on this plan are a result of an independent and  
accurate GNSS survey and do not represent official  
published coordinates.

Note: Road dedicated by Plan KAP72196 appears to  
have been dedicated by Plan A977.



GCM 73H1808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522488.979  
UTM easting: 320670.474  
Estimated Absolute Accuracy: 0.02m.

GCM 95H1818  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522931.896  
UTM easting: 321111.899  
Estimated Absolute Accuracy: 0.02m.

This plan lies within the Regional District of Central Okanagan.

The field survey represented by this plan was completed on  
the 7th day of October, 2020.

Robert T. Macdonald, BCLS 873

RUNNALLS DENBY

british columbia land surveyors

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

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

DWG. No.: 15184 CLOSED ROAD 1 FILE: 15184

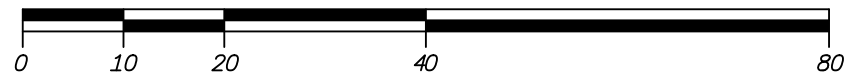
# SCHEDULE "B"

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11607  
(City of Kelowna) TO CLOSE ROAD DEDICATED ON  
PLAN KAP53611, SECTION 1, TOWNSHIP 25,  
OSOYOOS DIVISION YALE DISTRICT

PLAN EPP84608

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT  
AND SECTION 40 OF THE COMMUNITY CHARTER

BCGS 82E.083



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560mm in height (C size) when plotted at a scale of 1:750  
( All distances are in metres )

**LEGEND**

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- ⊙ Denotes Non-Standard Post found
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- NF Denotes nothing found

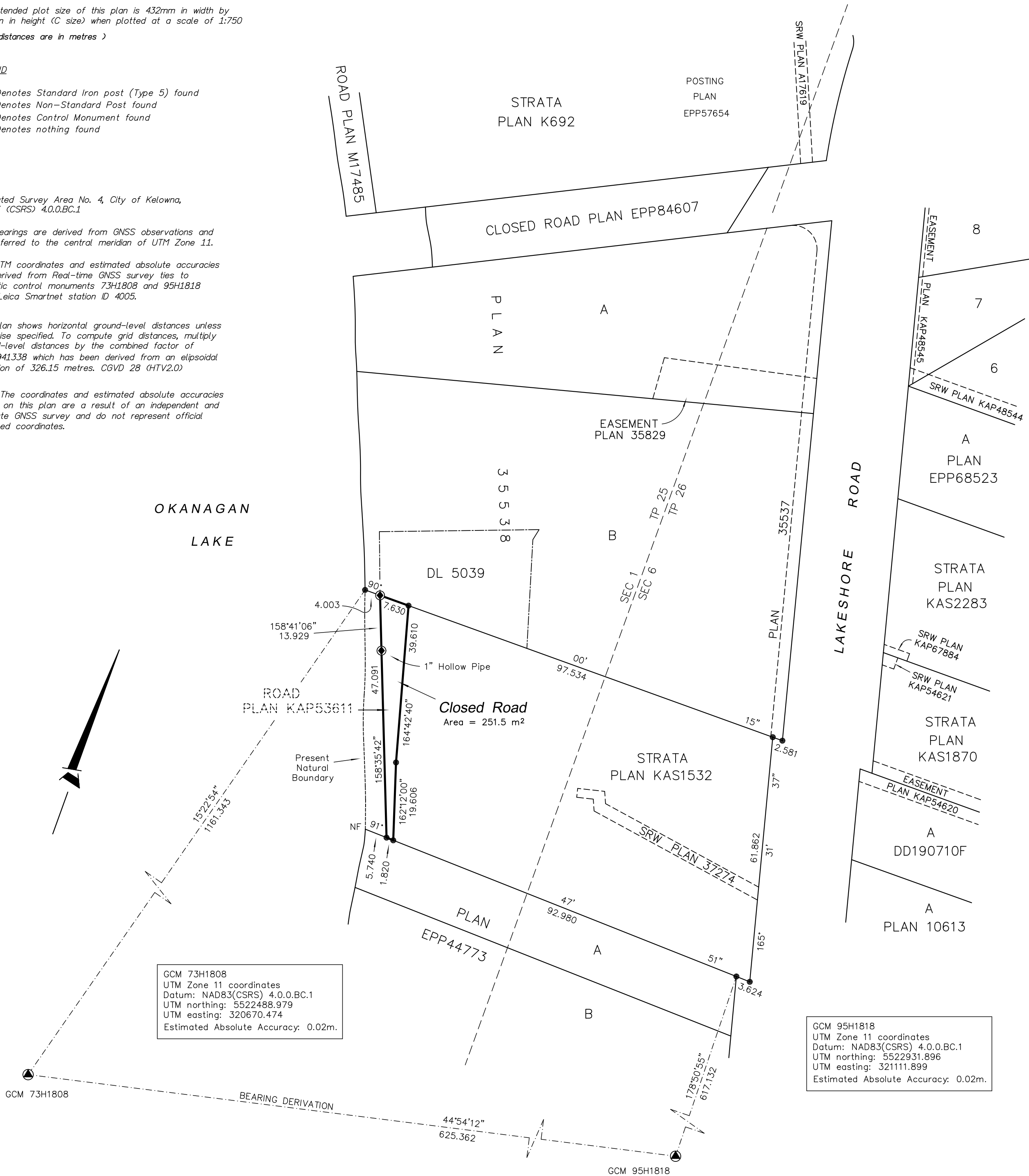
Integrated Survey Area No. 4, City of Kelowna,  
NAD83 (CSRS) 4.0.0.BC.1

Grid bearings are derived from GNSS observations and  
are referred to the central meridian of UTM Zone 11.

The UTM coordinates and estimated absolute accuracies  
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geodetic control monuments 73H1808 and 95H1818  
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GCM 73H1808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522488.979  
UTM easting: 320670.474  
Estimated Absolute Accuracy: 0.02m.

GCM 95H1818  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522931.896  
UTM easting: 321111.899  
Estimated Absolute Accuracy: 0.02m.

**RUNNALLS DENBY**

british columbia land surveyors

259A Lawrence Avenue Phone: (250)763-7322  
Kelowna, B.C. Fax: (250)763-4413  
V1Y 6L2 Email: rob@runnallsdenby.com

DWG. No.: 15184 CLOSED ROAD 2 FILE: 15184

This plan lies within the Regional District of Central Okanagan.

The field survey represented by this plan was completed on  
the 7th day of October, 2020.

Robert T. Macdonald, BCLS 873

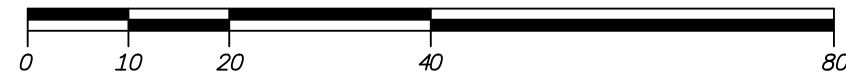
# SCHEDULE "C"

## REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11609 (City of Kelowna) TO CLOSE ROAD DEDICATED ON PLAN M17485, SECTION 1, TOWNSHIP 25, OSOYOOS DIVISION YALE DISTRICT

PLAN EPP84609

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT  
AND SECTION 40 OF THE COMMUNITY CHARTER

BCGS 82E.083



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

### LEGEND

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

Integrated Survey Area No. 4, City of Kelowna,  
NAD83 (CSRS) 4.0.0.BC.1

Grid bearings are derived from GNSS observations and  
are referred to the central meridian of UTM Zone 11.

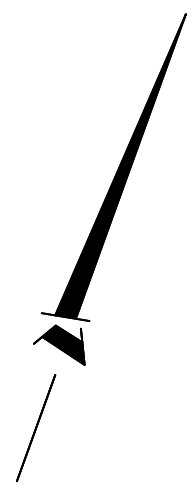
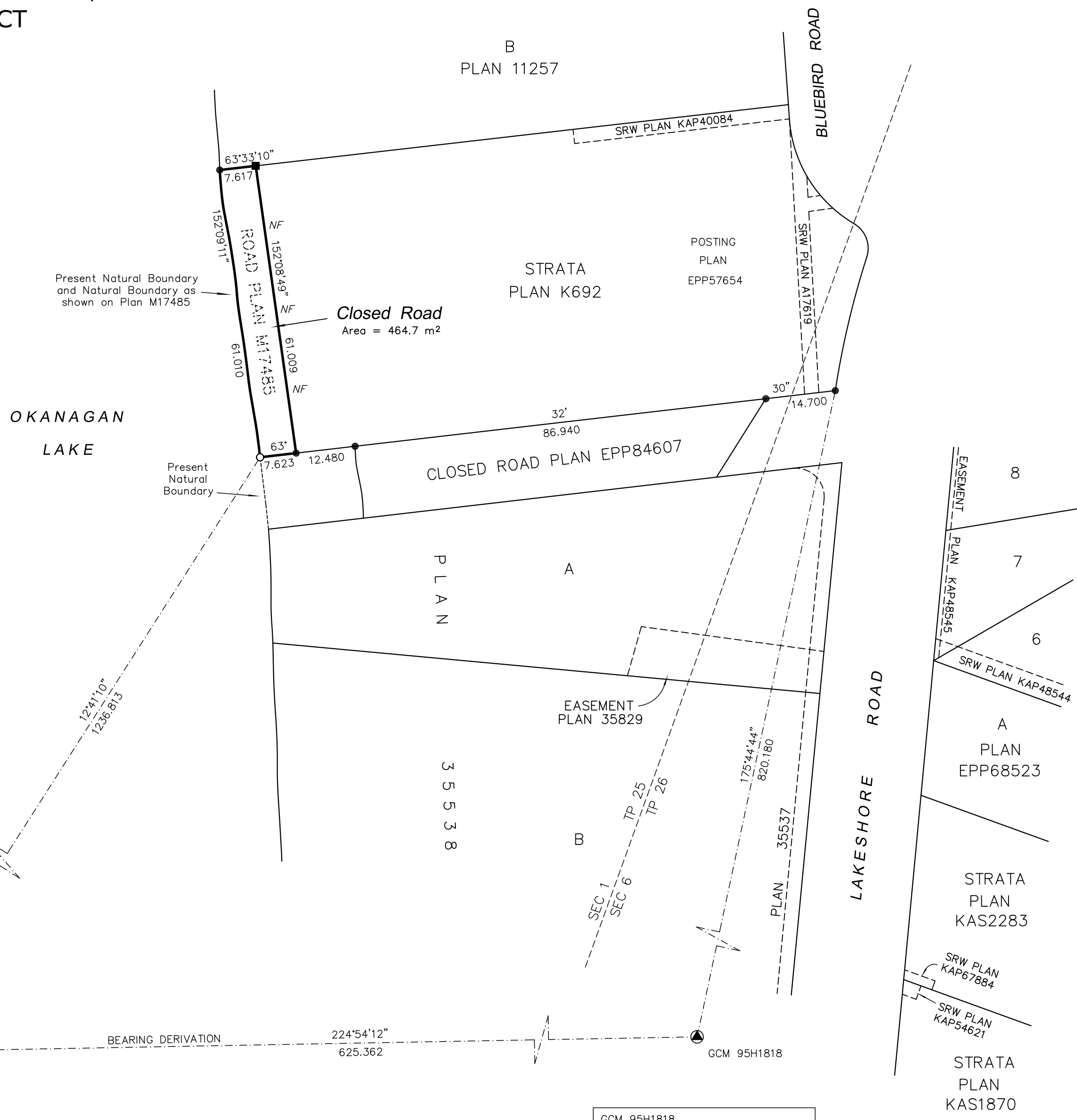
The UTM coordinates and estimated absolute accuracies  
are derived from Real-time GNSS survey ties to  
geodetic control monuments 73H1808 and 95H1818  
from Leica Smartnet station ID 4005.

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0.999941338 which has been derived from an ellipsoidal  
elevation of 326.15 metres. CGVD 28 (HTV2.0)

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GCM 73H1808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522488.979  
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Estimated Absolute Accuracy: 0.02m.

GCM 95H1818  
UTM Zone 11 coordinates  
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UTM northing: 5522931.896  
UTM easting: 321111.899  
Estimated Absolute Accuracy: 0.02m.



**RUNNALLS DENBY**  
british columbia land surveyors

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

DWG. No.: 15184 CLOSED ROAD 3 FILE: 15184

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Robert T. Macdonald, BCLS 873

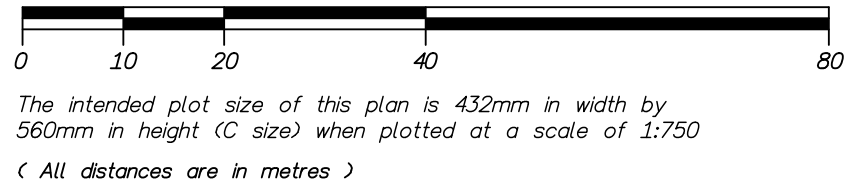


# SCHEDULE "D"

PLAN EPP84610

SUBDIVISION PLAN OF LOT A, SECTION 1, TOWNSHIP 25 AND OF SECTION 6, TOWNSHIP 26; LOT B, SECTION 1, TOWNSHIP 25 AND OF SECTION 6, TOWNSHIP 26 AND OF DISTRICT LOT 5039, BOTH PLAN 35536; AND OF CLOSED ROADS, SECTION 1, TOWNSHIP 25, PLANS EPP84607, EPP84608 AND EPP84609, ALL OSOYOOS DIVISION YALE DISTRICT

PURSUANT TO SECTION 67 OF THE LAND TITLE ACT  
BCGS 82E.083



- LEGEND**
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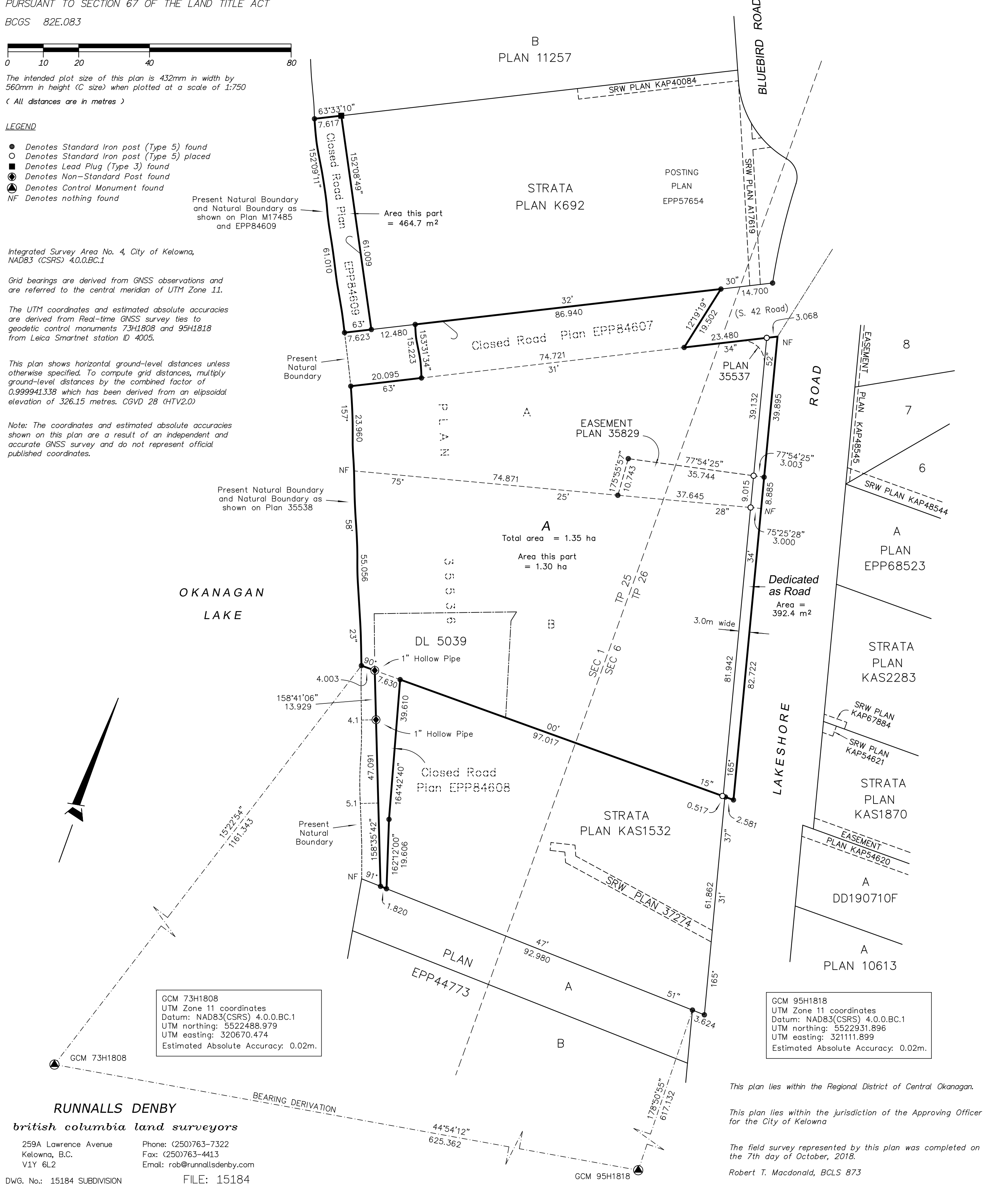
Integrated Survey Area No. 4, City of Kelowna, NAD83 (CSRS) 4.0.0.BC.1

Grid bearings are derived from GNSS observations and are referred to the central meridian of UTM Zone 11.

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OKANAGAN LAKE

GCM 73H1808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.0.BC.1  
UTM northing: 5522488.979  
UTM easting: 320670.474  
Estimated Absolute Accuracy: 0.02m.

GCM 95H1818  
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Estimated Absolute Accuracy: 0.02m.

**RUNNALLS DENBY**  
british columbia land surveyors  
259A Lawrence Avenue Kelowna, B.C. V1Y 6L2  
Phone: (250)763-7322 Fax: (250)763-4413 Email: rob@runnallsdenby.com

DWG. No.: 15184 SUBDIVISION FILE: 15184

This plan lies within the Regional District of Central Okanagan.

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

The field survey represented by this plan was completed on the 7th day of October, 2018.  
Robert T. Macdonald, BCLS 873





# Proposed Road Closure Bluebird Beach Park

February 06, 2023



# Site Context



Subject Property

Mission Creek Greenway  
Linear Park

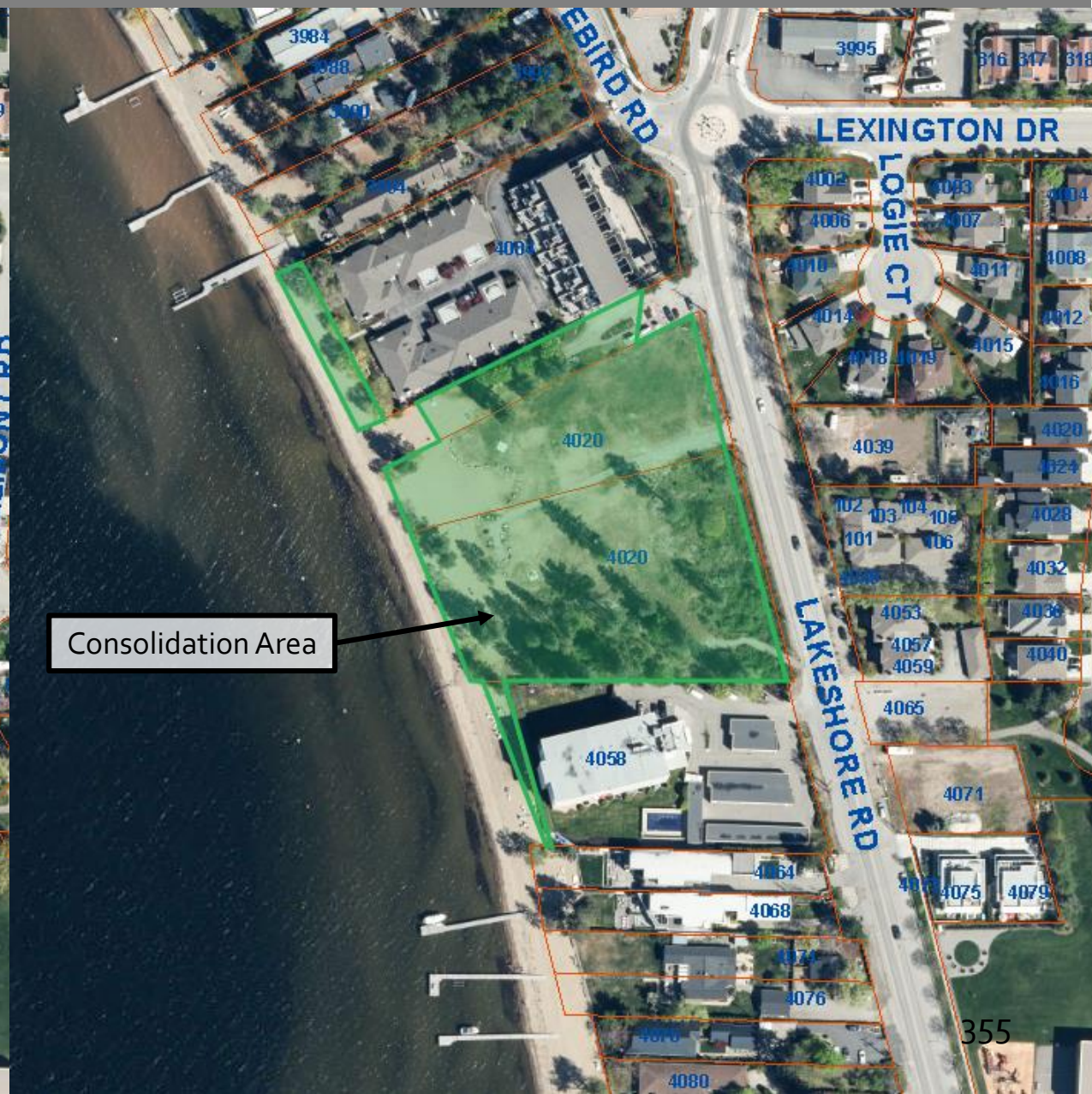
Mission Recreation  
Park

H2O Centre

Capital News  
Centre



# Road Closure Areas and Consolidation Survey Plan



Road Closure

Subject Property

Road Closure

Consolidation Area





City of  
**Kelowna**

*Thank You*

**CITY OF KELOWNA**

**BYLAW NO. 11606**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road Adjacent to 4020 Lakeshore Road)**

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4020 Lakeshore Road.**

---

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

1. That portion of highway attached as Schedule "A" comprising 1230 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



Schedule "A"

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11606  
(City of Kelowna) TO CLOSE ROAD DEDICATED ON  
PLAN KAP72198, SECTION 1, TOWNSHIP 25,  
OSOYOOS DIVISION YALE DISTRICT

PLAN EPP84607

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT  
AND SECTION 40 OF THE COMMUNITY CHARTER

BCGS 82E.083



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(All distances are in metres)

LEGEND

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Integrated Survey Area No. 4, City of Kelowna,  
NAD83 (CSRS) 4.0.BC.1

Grid bearings are derived from GNSS observations and  
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geodetic control monuments 7341808 and 9541818  
from Leica Smartnet station ID 4005.

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Note: Road dedicated by Plan KAP72198 appears to  
have been dedicated by Plan A977.

OKANAGAN  
LAKE



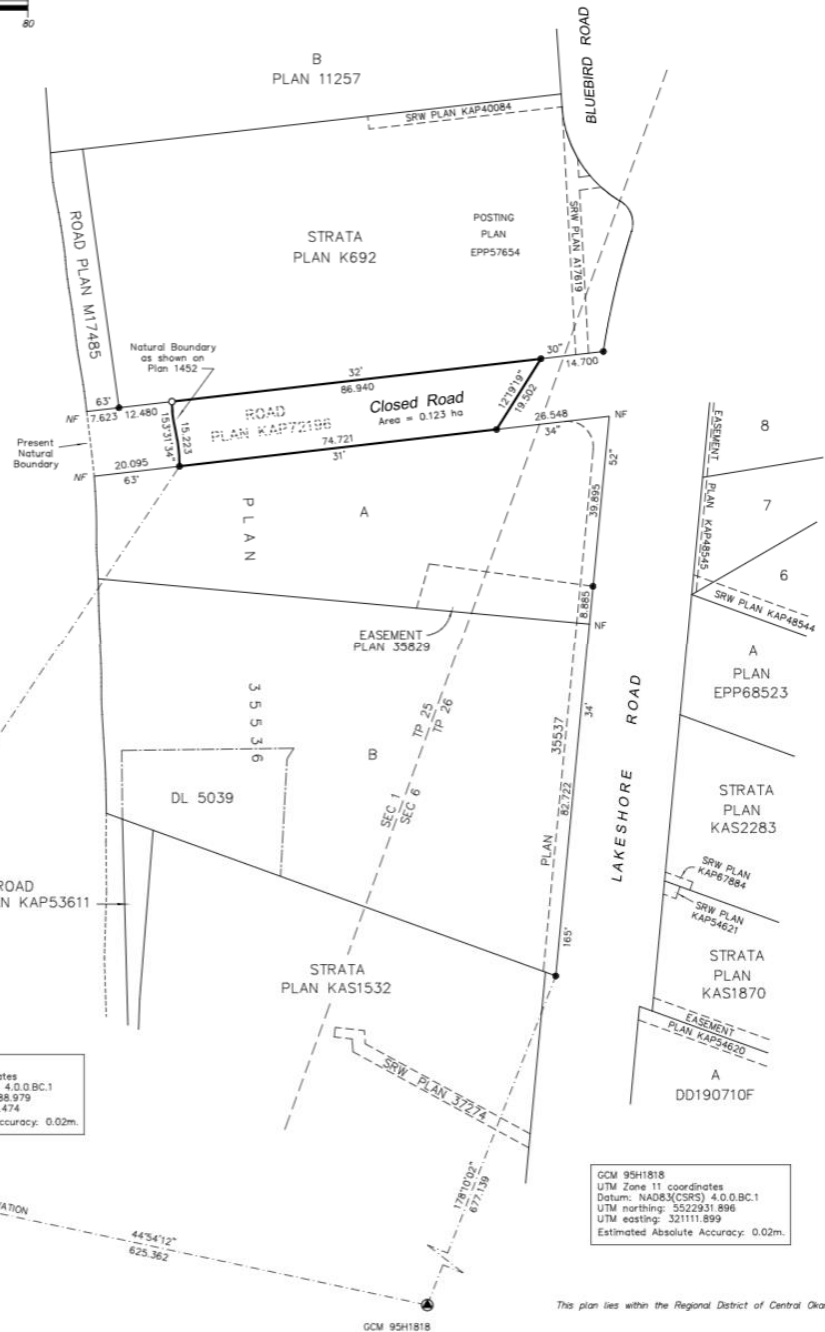
GCM 7341808  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.BC.1  
UTM northing: 5522488.979  
UTM easting: 320670.474  
Estimated Absolute Accuracy: 0.02m.

GCM 9541818  
UTM Zone 11 coordinates  
Datum: NAD83(CSRS) 4.0.BC.1  
UTM northing: 5522931.896  
UTM easting: 321111.899  
Estimated Absolute Accuracy: 0.02m.

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Phone: (250)763-7322 Fax: (250)763-4413  
Email: rob@runnallsdenby.com  
FILE: 15184

This plan lies within the Regional District of Central Okanagan.  
The field survey represented by this plan was completed on  
the 7th day of October, 2020.  
Robert T. Macdonald, BCLS 873

DWG. No.: 15184 CLOSED ROAD 1 FILE: 15184



**CITY OF KELOWNA**

**BYLAW NO. 11607**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road Adjacent to 4058 Lakeshore Road)**

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4058 Lakeshore Road.**

---

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

1. That portion of highway attached as Schedule "A" comprising 251.5 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk





**CITY OF KELOWNA**

**BYLAW NO. 11609**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road Adjacent to 4004 Bluebird Road)**

**A bylaw pursuant to Section 26 and 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway Adjacent to 4004 Bluebird Road.**

---

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

1. That portion of highway attached as Schedule "A" comprising 464.7 m<sup>2</sup> shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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

Adopted by the Municipal Council of the City of Kelowna this

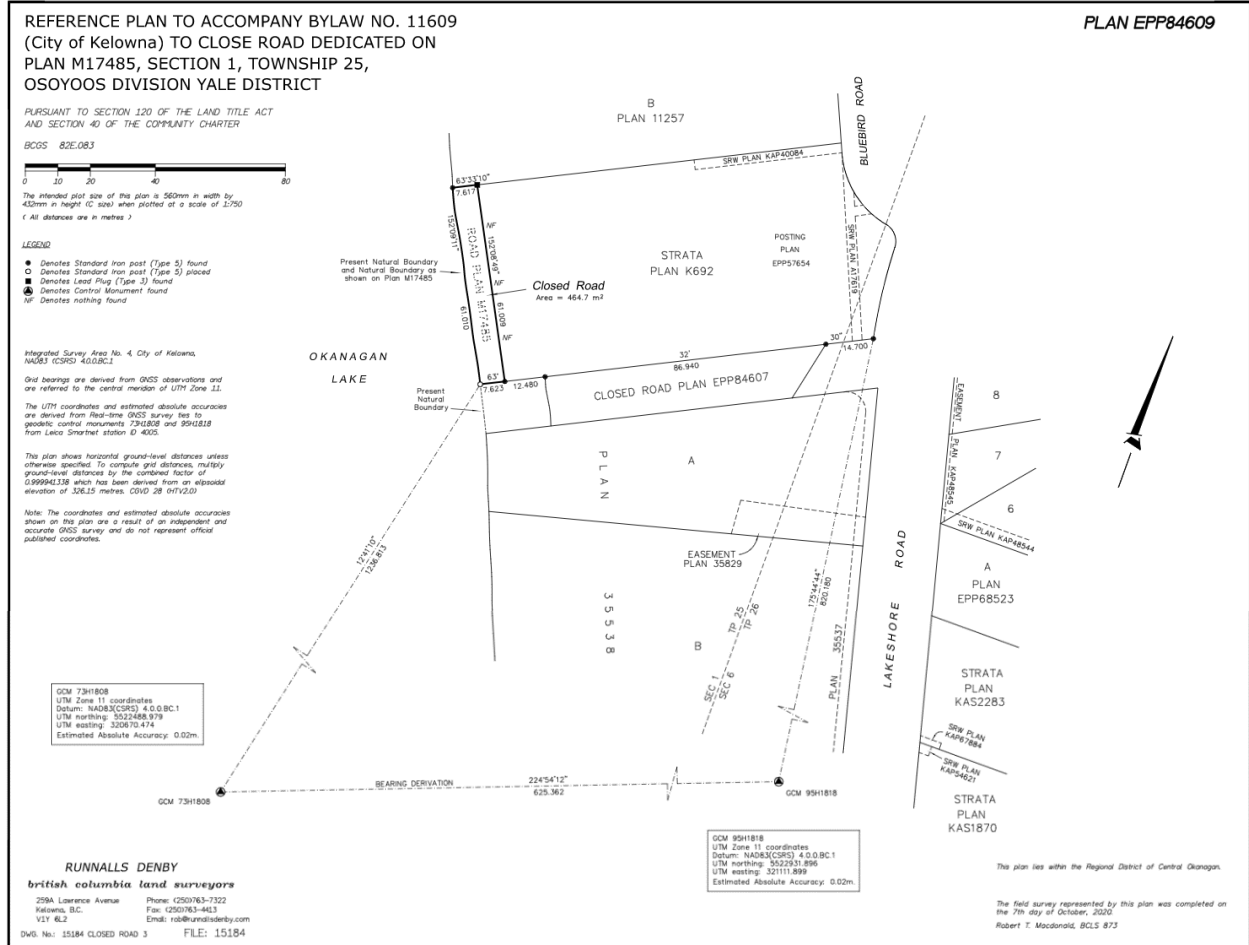
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Mayor

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City Clerk

Schedule "A"



**CITY OF KELOWNA**

**BYLAW NO. 12471**

**Housing Agreement Authorization Bylaw – 1297889 BC Ltd.,  
Inc.No. BC1297889**

**155 Bryden Road**

---

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 1297889 BC Ltd., Inc.No. BC1297889 for the lands known as Lot A Section 27 Township 26 ODYD Plan EPP85221 located on Bryden Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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 16<sup>th</sup> day of January, 2023.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



# Schedule "A"

Page 1

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference January 10, 2023 affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A SECTION 27 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP85221

("Land")

And is

**BETWEEN:** 1297889 BC LTD. INC.NO. BC1297889  
111 – 2036 ISLAND HWY S.  
CAMPBELL RIVER, BC  
V9W0E8

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation - In this Agreement:**

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

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.



**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 192 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

**3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers** - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

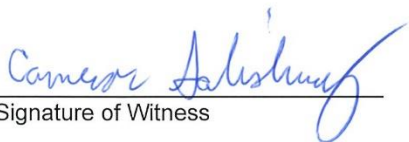
commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.



IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

  
Signature of Witness )


Cameron Salisbury )  
Print Name )  
111 – 2036 S Isl Hwy )  
Campbell River, BC V9W 0E8 )

Address )

Director of Development )

Occupation )

“OWNER”  
by its authorized signatories:

  
SEAN ROY )

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 12472**

**Housing Agreement Authorization Bylaw – Ironclad Developments  
Mission Heights Holdings Inc., Inc.No. A0119488**

**2241 Springfield Road**

---

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488 for the lands known as Lot B District Lots 128 and 142 ODYD Plan KAP85660 located on Springfield Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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 16<sup>th</sup> day of January, 2023.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

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City Clerk

# Schedule "A"

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_ affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

**LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660**  
(the "Land")

And is

**BETWEEN: IRONCLAD DEVELOPMENTS MISSION HEIGHTS HOLDINGS INC.**  
INC.NO. A0119488  
101-57158 SYMINGTON ROAD 20E  
SPRINGFIELD, MB R2J 4L6  
(the "Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4  
(the "City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement.
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land.
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*.
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement.

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:



**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household, but does not include a room in a hotel or a motel;

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care all living together in one dwelling unit as a single household using common cooking facilities.

and, in addition to the above, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**1.2 Interpretation** - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

- 2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:
- (a) the Land will be used only in accordance with this Agreement;
  - (b) the Owner will design, construct and maintain one or more buildings providing 401 Dwelling Units as Purpose-Built Rental Housing; and
  - (c) the Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

- 3.1 Purchaser Qualifications** - The City and the Owner agree as follows:
- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.
- 3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:
- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
  - (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4  
GENERAL**

- 4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;



- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land; and
- (d) in the event the parties agree to release this Agreement from the title of the Land, the City will review the terms of any corresponding Revitalization Tax Exemption ("RTE") and take any action to terminate any RTE that requires the Agreement to be in place.

**4.2 No Effect On Laws or Powers** - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of land; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by electronic transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by electronic transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or electronic contact information, or both, it will promptly give notice of its new address or electronic contact information, or both, to the other party as provided in this section.

**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

**4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

**4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages,

actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

*(signature page follows)*

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in )  
the presence of: )

  
\_\_\_\_\_  
Signature of Witness )


Sarah Maciejko  
\_\_\_\_\_  
Print Name )

67-630 Kernaghan Ave.  
\_\_\_\_\_  
Winnipeg, MB R2C5G1  
\_\_\_\_\_  
Address )

Executive Assistant.  
\_\_\_\_\_  
Occupation )

IRONCLAD DEVELOPMENTS MISSION  
HEIGHTS HOLDINGS INC.

by its authorized signatory:

  
\_\_\_\_\_  
Ryan Van Damme  
President and Chief Executive Officer

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY OF KELOWNA

## BYLAW NO. 12476

### Amendment No. 8 to Council Procedures Bylaw No. 9200

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Council Procedures Bylaw No. 9200 be amended as follows:

1. **THAT PART 2 – SCHEDULE AND NOTICE OF COUNCIL MEETINGS, 2.4 Schedule of Meetings** be amended as follows:

Deleting the following that reads:

“Public hearings shall begin at 6:00 p.m. on Tuesday evening, unless the agenda volume requires a start time of 4:00 p.m. or Council passes a resolution to change the time of a particular hearing. Regular Tuesday evening Council meetings shall begin after the conclusion of the public hearing or, if there is no public hearing, in the manner provided for public hearings. The City Clerk will set hearing and meeting start times in accordance with this bylaw.”;

And replace with:

“Tuesday meetings shall begin at 4:00 p.m. on Tuesday evening, unless the agenda volume requires a start time of 3:00 p.m. or Council passes a resolution to change the time of a particular meeting. The City Clerk will set meeting start times in accordance with this bylaw.”;

2. **AND THAT PART 2 – SCHEDULE AND NOTICE OF COUNCIL MEETINGS, 2.9 Notice of Regular Council Meetings and Public Meetings** be amended as follows:

Deleting the following that reads:

“At least forty-eight (48) hours before a regular Council meeting or public hearing the City Clerk must give notice of the meeting or hearing agenda, including confirmation of the time, place, and date, by:

- (b) posting the agenda on the Notice Board at City Hall;
- (c) leaving copies of the agenda at a public counter at City Hall for distribution to members of the public as requested;
- (d) providing a paper or electronic copy to each member of Council and
- (e) posting agendas on the City’s internet website.”;

And replace with:

“At least seventy-two (72) hours before a regular Council meeting or public hearing the City Clerk must give notice of the meeting or hearing agenda, including confirmation of the time, place, and date, by:

- (a) posting the agenda on the Notice Board at City Hall;
- (b) leaving copies of the agenda at a public counter at City Hall for distribution to members of the public as requested;
- (c) providing a paper or electronic copy to each member of Council; and
- (d) posting agendas on the City’s internet website.”;

3. **AND THAT PART 4 – PUBLIC ATTENDANCE AT COUNCIL MEETINGS** be amended by deleting **Proceedings at Public Hearing** and replacing it with **Proceedings at Tuesday Regular Meetings**;

4. **AND THAT PART 4 – PUBLIC ATTENDANCE AT COUNCIL MEETINGS, Proceedings at a Regular Meeting (morning)** be deleted in its entirety as follows:

"4.7 Written correspondence addressed to Council which is related to a special community request, may be placed on the agenda under 'Issues Arising from Correspondence & Community Concerns' following the request of a member of Council.

(a) Written correspondence addressed to Council which relates to matters that all within the scope of responsibility of a particular City department will be referred directly to the Director of that department by the City Manager.";

5. **AND THAT PART 4 – PUBLIC ATTENDANCE AT COUNCIL MEETINGS, 4.12 Proceedings at Public Hearings** be amended by deleting all references to "the public hearing" and replacing it with "a Tuesday regular meeting";

6. **AND THAT PART 4 – PUBLIC ATTENDANCE AT COUNCIL MEETINGS, 4.13 Proceedings at Public Hearing** be amended as follows:

(a) Deleting "germane" and replacing it with "relevant"

(b) Deleting "purpose of the Proposed" and replacing it with "subject";

7. **AND THAT PART 5 – PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.2 Agenda Preparation and Order of Proceedings** be amended as follows:

Deleting the following that reads:

"All items or reports for the agenda of a meeting of Council, other than a special Council meeting, must be delivered to the City Clerk prior to 12:00 pm (noon) on the Wednesday preceding a Monday meeting. Any item not delivered complete and in an agenda-ready format by that deadline shall be held to the next meeting of Council, unless approved as a late item by the City Manager";

And replace with

"The City Manager and City Clerk are authorized to establish timelines for agenda items or reports of a meeting of Council to be delivered to the City Clerk. Any item not delivered complete and in an agenda-ready format by that deadline shall be held to the next meeting of Council, unless approved as a late item by the City Manager.";

8. **AND THAT PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.4 Agenda Preparation and Order of Proceedings, (a) Monday Regular Meeting (morning)** be amended by deleting the following:

(a) "Issue Arising from Correspondence & Community Concerns" after "Reconvene to Open Session";

9. **AND THAT PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.4 Agenda Preparation and Order of Proceedings, (c) Tuesday Regular Meeting (following Public Hearing, if applicable)** be amended as follows:

Deleting the following that reads:

“(c) Tuesday Regular Meeting (following Public Hearing, if applicable)

- Call to order
- Reaffirmation of Oath of Office
- Confirmation of minutes
- Bylaws considered at public hearing
- Liquor license application reports
  - Summary of correspondence received (number and type)
- Development permit, development variance permit and Provincial Referral Reports
  - Summary of correspondence received (number and type)
- Reports
- Resolutions
- Reminders
- Termination”;

And replace with:

“(c) Tuesday Meeting

- Call to order
- Territorial Acknowledgement
- Reaffirmation of Oath of Office
- Confirmation of Minutes
- Call to Order Public Hearing
- Individual Bylaw submissions
  - Staff presentation
  - Presentation by owner or applicant
  - Call for any person to speak in relation to the item being heard
  - Owner or Applicant to respond to concerns raised by public
  - Questions of staff by members of Council
- Termination
- Call to Order Regular Meeting
- Bylaws Considered at Public Hearing
- *Individual Bylaw Submissions through Bylaws Considered at Public Hearing to be repeated for each bylaw submission*
- Liquor License Application Reports
- Development Permit and Development Variance Permit Application Reports
- Heritage Alteration Permit Application Reports
- Termination”;

10. AND THAT **PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.4 Agenda Preparation and Order of Proceedings**, (d) Public Hearing and Regular Hearing be deleted in its entirety as follows:

“(d) Public Hearing and Regular Hearing

- Call to Order public hearing
- Territorial Acknowledgement
- Staff presentation
- Presentation by owner or applicant
- Call for any person to speak in relation to the item being heard
- Owner or Applicant to respond to concerns raised by speakers or Council
- Termination of Public Hearing”;

11. AND THAT **PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.4 Agenda Preparation and Order of Proceedings** be amended as follows:



Deleting the following that reads:

"5.4 No Council meeting or public hearing may start or continue past 11:00 p.m. unless Council passes a resolution to start or continue that meeting past that time.";

And replace with:

"(f) No Council meeting or public hearing may start or continue past 8:00 p.m. unless Council passes a resolution to start or continue that meeting past that time as follows:

- (i) 8:00 p.m. with an affirmative vote of a majority of Council members present;
- (ii) 8:30 p.m. with an affirmative vote of two thirds of Council members present; and
- (iii) 9:00 p.m. with an affirmative vote of all Council members present.";

12. **AND THAT PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.19 Conduct and Debate at Meetings** be amended by adding the following:
  - (a) "only to the item at business on the agenda " after "presiding member and"
  - (b) "In speaking to any motion or amendment, members will limit their remarks to such motion or amendment, and will not introduce unrelated matters." at the end of the section;
13. **AND THAT PART 5 – RULES OF PROCEDURE AT COUNCIL MEETINGS, 5.38 Privilege** be amended as follows:
  - (a) Deleting "5.38" and replace with "5.37"
  - (b) Deleting "5.37" and replace with "5.36";
14. **AND FURTHER THAT PART 8 – Resolutions, 8.2 Form of Proposed Resolutions** be amended by deleting the following:

"and have a distinguishing number";
15. This bylaw may be cited for all purposes as "Bylaw No. 12476 being Amendment No. 8 to Council Procedures Bylaw No. 9200".
16. 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 23<sup>rd</sup> day of January, 2023.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk