

# City of Kelowna

## Regular Council Meeting

### AGENDA



Tuesday, November 28, 2023

4:00 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 evening, Council will hold both a Public Hearing and a Regular Meeting.

The purpose of the Hearing is to hear from the public on matters contained in the various bylaws which, if adopted, will amend *Kelowna 2040* - Official Community Plan Bylaw No. 12300 and Zoning Bylaw No. 12375.

After the close of the Public Hearing, Council will then debate and vote on the proposed bylaws at the Regular Meeting that follows.

Council has been provided with the information, correspondence, petitions or reports that have been received concerning the subject bylaws. This information is available to the public online at [Kelowna.ca/council](http://Kelowna.ca/council) or by request to the Office of the City Clerk.

For those participating this evening, or who have already submitted letters to Council, a reminder that this Hearing and the 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](http://kelowna.ca).

Following the close of the Public Hearing, no further information from the applicant or members of the public will be accepted by Council.

#### 2. Reaffirmation of Oath of Office

The Oath of Office will be read by Councillor Singh.

#### 3. Call to Order the Public Hearing

#### 4. Individual Bylaw Submissions



**4.1 START TIME 4:00 PM - Ellis St 1175-1177 - HRA22-0001 (BL12588) - Kelowna Train Station Inc., Inc.No. BCo847922**

1 - 133

To enter into a Heritage Revitalization Agreement for the subject property.

**5. Termination**

**6. Call to Order the Regular Meeting**

**7. Bylaws Considered at Public Hearing**

**7.1 START TIME 4:00 PM - Ellis St 1175-1155 - BL12588 (HRA22-0001) - Kelowna Train Station Inc., Inc.No. BCo847922**

134 - 142

To give Bylaw No. 12588 second and third reading.

**8. Termination**

**9. Call to Order the Public Hearing**

**10. Individual Bylaw Submissions**

**10.1 START TIME 4:00 PM - Amendments to Multiple Sections of Zoning Bylaw - TA23-0010 (BL12594) - City of Kelowna**

143 - 177

To amend the Zoning Bylaw to improve and clarify definitions and regulations in Section 3, Section 5, and Section 7 through Section 15.

**11. Termination**

**12. Call to Order the Regular Meeting**

**13. Bylaws Considered at Public Hearing**

**13.1 START TIME 4:00 PM - Amendments to Multiple Sections of Zoning Bylaw - BL12594 (TA23-0010) - City of Kelowna**

178 - 187

To give Bylaw No. 12594 second and third reading in order to amend sections of the Zoning Bylaw.

**14. Development Permit and Development Variance Permit Reports**

**City Clerk to invite anyone participating online or in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.**



<b>14.1</b>	<b>START TIME 4:30 PM - High Rd 1885 and Glenmore Dr 810 - BL12522 (Z21-0060) - Polar Projects Development Group Ltd., Inc.No. 1287251</b>	<b>188 - 188</b>
	To adopt Bylaw No. 12522 in order to rezone the subject property from the C2 – Vehicle Oriented Commercial zone and the RU1 – Large Lot Housing zone to the MF3r – Apartment Housing Rental Only zone.	
<b>14.2</b>	<b>START TIME 4:30 PM - High Rd 1885 and Glenmore Dr 810 - DP21-0132 DVP21-0133 - Polar Projects Development Group Ltd., Inc.No. 1287251</b>	<b>189 - 280</b>
	To issue a Development Permit for the form and character of apartment housing and a Development Variance Permit to vary the building setback, minimum growing medium area and the location of a driveway within landscape area regulation.	
<b>14.3</b>	<b>START TIME 5:15 PM - Rutland Rd N 155-179 - BL12548 (Z23-0013) - ASI Central GP Inc., Inc.No. A0117887</b>	<b>281 - 281</b>
	To amend and adopt Bylaw No. 12548 in order to rezone the subject property from the UC4 – Rutland Urban Centre zone to the UC4r – Rutland Urban Centre Rental Only zone.	
<b>14.4</b>	<b>START TIME 5:15 PM - Rutland Rd N 155-179 - DP23-0038 DVP23-0039 - ASI Central GP Inc., Inc.No. A0117887</b>	<b>282 - 384</b>
	To issue a Development Permit for the form and character of a mixed-use development and a Development Variance Permit to vary the minimum side yard setbacks (north and south) for any portion of building above 16.0m in height from 4.0 m required to 0.25 m (north) and 0.13 m (south) proposed.	
<b>14.5</b>	<b>START TIME 5:15 PM - Supplemental Report - 285 Robson Rd W - (BL12541) Z22-0035 - 1329606 B.C. Ltd., Inc.No. BC1329606</b>	<b>385 - 393</b>
	To waive a condition of adoption of Rezoning Bylaw No. 12541, and to forward the Bylaw for final adoption.	
<b>14.6</b>	<b>START TIME 5:15 PM - Robson Rd W 285 - BL12541 (Z22-0035) - 1329606 B.C. Ltd., Inc.No. BC1329606</b>	<b>394 - 394</b>
	To amend and adopt Bylaw No. 12541 in order to rezone the subject property from the RU1 – Large Lot Housing zone to the MF3r – Apartment Housing Rental Only zone.	
<b>14.7</b>	<b>START TIME 5:15 PM - Robson Rd W 285 - DP23-0046 DVP23-0047 - 1329606 B.C. Ltd., Inc.No. BC1329606</b>	<b>395 - 459</b>
	To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with a variance to the flanking side yard setback.	

## 15. Reminders



**16. Termination**

**17. Procedure on each Bylaw Submission**

- a) Brief description of the application by City Staff (Development Planning);
- (b) The applicant has up to 15 minutes to make representations to Council regarding the project.
- (c) The Chair will call for representation from the public participating in person and online as follows:
  - (i) Any person wishing to make representations during the Hearing will have the opportunity to do so.
  - (ii) Speakers have up to 5 minutes to share their remarks.
- (d) Final calls for representation (ask three times). Unless Council directs that the Public Hearing on the bylaw in questions be held open, the Chair shall state to participants the the Public Hearing on the Bylaw is closed.
- (e) Once the public has had an opportunity to comment, the applicant is given up to 10 minutes to respond to any questions raised.
- (f) Questions of staff by members of Council must be asked before the Public Hearing is closed and not during debate of the bylaw at the Regular Meeting, unless for clarification.

Note: Any applicant or member of the public may use electronic visual aids to assist in their presentation or questions. Online participants must be able to share their screen to display the item.



# REPORT TO COUNCIL

## HERITAGE REVITALIZATION AGREEMENT

**Date:** October 16, 2023  
**To:** Council  
**From:** City Manager  
**Address:** 1175-1177 Ellis St.  
**File No:** HRA22-0001  
**OCP Future Land Use:** UC – Urban Centre  
**Zone:** UC1 – Downtown Urban Centre



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### 1.0 Recommendation

THAT Council consider Bylaw No. 12588 which would authorize the City of Kelowna to enter into a Heritage Revitalization Agreement for the property legally known as Lot A, District Lot 139, Osoyoos Division, Yale District, Plan KAP68238, located at 1175-1177 Ellis St, Kelowna, BC in the form attached as Schedule "A" to the Report from the Development Planning Department dated October 16, 2023;

AND THAT the Heritage Revitalization Agreement Authorization Bylaw No. 12588 be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Heritage Revitalization Agreement Authorization Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "D" attached to the Report from the Development Planning Department dated October 16, 2023.

AND FURTHER THAT final adoption of the Heritage Revitalization Agreement Authorization Bylaw be considered subsequent to the registration on the subject property of a Section 219 Tree Protection Covenant to ensure the ongoing preservation and protection of the Gingko Tree located on the subject property.

### 2.0 Purpose

To enter into a Heritage Revitalization Agreement for the subject property.

### 3.0 Development Planning

Staff support the proposed Heritage Revitalization Agreement (HRA) for the subject property. An HRA is a powerful and unique tool that is afforded to municipalities under the Local Government Act (LGA) to suit unique properties and situations. It is a voluntary, formal, and written agreement negotiated between the City and the owner of a heritage property regarding the property's land use regulations. The terms of the agreement will supersede the Zoning Bylaw and propose specific use, density, and siting regulations (e.g. landscaping and parking) for mutual benefit between the property owner and the City. In exchange for the supplemental provisions, the property owner agrees to steps that will protect and/or enhance a heritage register property.

The Official Community Plan (OCP) encourages use of HRAs to conserve and protect historic sites. The OCP further encourages the use of HRAs to provide greater flexibility for redevelopment proposals of historic buildings in the Downtown for projects that protect and conserve heritage value of buildings in a manner that is consistent with the National Standards and Guidelines for Historic Conservation. The applicant is



proposing the long-term maintenance and protection of the CN Station, the Heritage Garden and Plaza, along with the preservation and protection of an existing mature Gingko tree.

Additionally, the OCP supports large office developments in the Urban Centres with emphasis on Downtown as a preferred destination. It further promotes a sensitive transition between Urban Centres and adjacent industrial or service commercial uses to reduce the impacts of nuisances from those lands, such as offices, retail, and professional and personal services. The applicant is proposing a new 5-storey mixed use building with retail uses at the ground floor and office use located above. This building has an important role in the transition of height from the existing single-story buildings on the site to the nearby high-rise developments in the neighbourhood.

The land use and development regulations for the HRA were developed by Staff in collaboration with the applicant. The applicant engaged and closely collaborated with a Registered Heritage Consultant to create a site proposal and design that positively contributes to the continued growth and development of the site while preserving and enhancing the character and quality both of the site and its surrounding area.

#### 4.0 Background

Constructed in 1926, the property is the site of the CN Train Station (heritage asset). The building is of high historic and architectural value. Historically, it represents the final stage in the transformation of Kelowna's economy from water-based to land-based access, connecting the City directly to the national rail system with the arrival of the CN Railway. Architecturally, it represents an example of the CN Railway Architectural Division's modest interwar station designs. The property is listed on the Kelowna Heritage Register, and in 2009, the heritage asset and the land received municipal heritage designation bylaw (BL10268), which will ensure long-term protection of the heritage asset and the heritage land. Prior to receiving the heritage designation, the CN Station building had already been identified by the Historic Sites and Monuments Board of Canada in the early 1990's as one of over 100 Heritage Railway Station across Canada, protected through the Federal Heritage Railway Stations Protection Act CN Station.

As part of the rehabilitation process of the heritage asset, in 2010, the property owner and the City entered into an HRA agreement (HRA10-0001 – "the original HRA"). The following was the development scope and agreement under the original HRA:

1. Rehabilitate, restore, and convert the heritage asset into a pub and restaurant (*completed in 2012*);
2. Construct a Heritage Railway Garden and Plaza at the corner of Ellis St and Clement Ave (*completed in 2012*); and,
3. Construct three new commercial buildings located along the northern and eastern perimeters of the property (*partially completed*).

Since 2010, only one of the proposed buildings was constructed – a single storey liquor store building (currently Metro Liquor). As the original HRA is over 12 years old, the originally proposed new constructions' form and character, land use provisions and the content of the agreement are deemed to be outdated. To address the gaps and deficiencies of the original agreement (HRA10-0001), staff recommend a new agreement (HRA22-0001) replaces it. As a note, since the heritage asset is protected by designation, the owner must obtain a Heritage Alteration Permit (HAP) to make any exterior alterations in the future to the existing buildings and/or the proposed new buildings. This is to acknowledge that some changes to the protected heritage site will be inevitable over time as heritage buildings must be maintained and upkeep.



## 5.0 Project Description

The subject property is bound by three streets - Ellis St to the west, Clement Ave to the south and St. Paul St to the east. A parking lot and an indoor sporting facility are located to the north. The property fronts on to a Mixed Street, as per the OCP's UC1 – Downtown Urban Centre Street Character map.

The applicant provided a letter of rational outlining how the proposed development integrates with the existing heritage asset and site. Under the new HRA agreement (HRA22-0001) the applicant proposes the following project objectives:

1. Conservation and maintenance of the existing heritage asset, the CN Station (Schedule A);
2. Conservation and maintenance of the existing heritage garden and plaza (Schedule A);
3. Preservation and protection of an existing mature Ginkgo tree (Schedule A);
4. Expansion of the existing liquor store building (Schedule B - Building A);
5. Development of a 5-storey mixed use building (Schedule B - Building B), and;
6. Development of a single-storey commercial building (Schedule C - Building C).

In exchange for the long-term maintenance and protection of the heritage asset, the heritage garden and plaza, as well the preservation and protection of the mature Ginkgo tree, the applicant is proposing an HRA, a formal written agreement with the City regarding the subject property's land use regulations and development of two new infill buildings (Building A and B) and an addition to Building A.

### *Building A - Existing Liquor Store*

The applicant is proposing a 197 m<sup>2</sup> addition to Building A to expand the existing liquor store.

### *Building B – A 5-Storey Mixed Use Building*

The project proposes a new 5-storey mixed use development with at-grade retail units and office on floors 2-5. The uppermost level is setback from the lower floors which helps to mitigate the mass of the building. Building B's western edge (Ellis St) has been setback from the curb to allow for a public sidewalk with planting and potential bistro seating for the ground floor commercial unit.

### *Building C – A Single-Storey Commercial Building*

A proposed new single-storey commercial building, approximately 220 m<sup>2</sup>, is located at the north-east corner of the subject property.

Both Buildings B and C are designed with their front doors facing towards the heritage asset and both flank the Ginkgo tree, as a result, the proposed site design supports pedestrian connectivity between buildings, the heritage garden and plaza, the Ginkgo tree courtyard as well as to the surrounding streets. As part of the new HRA, the applicant has agreed to preserve the mature Ginkgo tree through a tree preservation plan prior, during and post construction, as well to register a Section 219 Tree Protection Covenant to protect the tree for the long-term.

The applicant retained the services of and collaborated with a Registered Heritage Consultant to review and develop the form and character of the new buildings (Attachment B). The Consultant identified that the proposal meets several key Heritage Conservation Area Guidelines and is generally in keeping with the Standards and Guidelines for the Conservation of Historic Places in Canada.

According to the Consultant, Buildings A and C are compatible with the CN Station in height, scale and the use of stucco and brick cladding. Building B pays homage to the heritage asset through "a design emphasis



on the ground floor with references to the CN Station design and composition including a similar ground floor height, vertical brick columns, and southwest canopy cables that emulate the angle of the CN Station hip roof." Additionally, with their simpler exterior finishing, new buildings leave the "heritage asset as the central, most intricate feature on site." Finally, as the heritage garden and the Ginkgo tree also contribute to the heritage value of the site, "the developments' retention and highlighting of these two assets as focal points, and the development's overall pedestrian-focused approach, help to improve public engagement and animation of this important historic place."

In summary, Staff agree with the Heritage Consultant's professional opinion, that the proposal represents a "good model of conservation and evolution for a historic site. The protected building is not being altered in any way, and ample space is being left between it and the infill buildings. This proposed cohesive development of the site completes a revitalization intent initiated in 2010 and represents thoughtful, sensitive change at a high visibility intersection in Kelowna with high heritage value. The proposal as a whole respect and reflects the heritage values of the property, follows the national Standards for additions to historic places, and meets the objectives articulated in Kelowna's OCP Chapter 11 - Heritage."

Lot Area	Proposed (m <sup>2</sup> )
Gross Site Area	5,220 m <sup>2</sup>
Road Dedication	N/A
Undevelopable Area	N/A
Net Site Area	Approx 2,245 m <sup>2</sup>

## 6.0 Site Context

Orientation	Zoning	Land Use
North	UC1 – Downtown Urban Centre	UC - Urban Centre
East	P1 – Major Institutional	EDINST - Education / Institutional
	I2 – General Industrial	IND – Industrial
	UC1 – Downtown Urban Centre	UC - Urban Centre
South	UC1 – Downtown Urban Centre	UC - Urban Centre
West	UC1 – Downtown Urban Centre	UC - Urban Centre

### Subject Property Map: 1175-1177 Ellis St.





## 7.0 Current Development Policies

### 7.1 Kelowna Official Community Plan (OCP)

<b>Objective 4.1 Strengthen the Urban Centre as Kelowna's primary hubs of activity.</b>	
Policy 4.1.4 Office Development	<p>Direct large office developments to Urban Centres first, with emphasis on Downtown as a preferred destination. Within Urban Centres, encourage office development near the Frequent Transit Network, transit stations and exchanges or as guided by an Urban Centre Plan.</p> <p><i>Proposed new Building B is 5-stories with retail uses at the ground floor and office use located above.</i></p>
<b>Objective 4.4 Reinforce Downtown as the Urban Centre with the greatest diversity and intensity of uses in the City.</b>	
Policy 4.4.6 Downtown Heritage Revitalization Agreements	<p>Consider the use of Heritage Revitalization Agreements to provide greater flexibility for redevelopment proposals of historic buildings in the Downtown for projects that protect and conserve heritage value of buildings in a manner that is consistent with the National Standards and Guidelines for Historic Conservation, as amended.</p> <p><i>The long-term maintenance and protection of the CN Station (heritage asset), the Heritage Garden and Plaza, as well the preservation and protection of an existing mature Gingko tree.</i></p>
<b>Objective 4.9 Transition sensitively to adjacent neighbourhoods and public spaces</b>	
Policy 4.9.1 Transitioning to Industrial and Service Commercial Uses	<p>Provide transitions between Urban Centres and adjacent industrial or service commercial uses to reduce the impacts of nuisances from those lands and to protect them from speculation for residential and commercial development. Transition approaches may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Introducing transitional uses that reduce compatibility concerns, such as offices, and professional and personal services;</li> <li>• Strategically orienting residential and retail commercial uses on the site away from the adjacent industrial and service commercial uses; and</li> <li>• Transitioning to lower densities and heights towards the edge of Urban Centres.</li> </ul> <p><i>Proposed new 5-storey building plays a role in the transition of height from the other single-story buildings on the site to the nearby high-rise developments in the neighbourhood.</i></p>

<b>Objective 11.2 Identify, conserve and protect historic places</b>	
Policy 11.2.5 Protection of Historic Places	<p>Prioritize the legal protection of historic places using the tools identified in the Local Government Act:</p> <ul style="list-style-type: none"> <li>• Heritage Designation Bylaws;</li> <li>• Heritage Revitalization Agreements; and</li> <li>• Heritage Covenants</li> </ul> <p><i>An HRA is a tool that is afforded to municipalities under the Local Government Act to suit unique properties and situations. Through an HRA the heritage asset, heritage garden and plaza, the mature Gingko tree and the future exterior alterations are protected for long-term.</i></p>



## 8.o Application Chronology

Application Accepted: October 21, 2022  
Additional Reports Received January 10, 2023, February 24, 2023, and September 25, 2023  
Neighbourhood Notification Received: August 11, 2023

**Report prepared by:** Barbara B. Crawford, Planner II  
**Reviewed by:** Lydia Korolchuk, Acting Planning Supervisor  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

### **Attachments:**

Schedule A: Draft Heritage Revitalization Agreement  
Schedule B: Rationale Letter and Architectural Drawing Set  
Schedule C: Landscape Drawing Set and Cost Estimate Letter  
Schedule D: Heritage Building (CN Station) Original Intent HRA10-0001  
Schedule E: Heritage Garden Original Intent HRA10-0001  
Attachment A: Heritage Building (CN Station) Assessment Report  
Attachment B: Heritage Garden Assessment Report  
Attachment C: Tree Preservation Plan  
Attachment D: Development Engineering Memorandum  
Attachment E: Heritage Consultant Review

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments)



**SCHEDULE "A"**  
**HERITAGE REVITALIZATION AGREEMENT**

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

BETWEEN:

City of Kelowna, a Municipal Corporation having offices at 1435 Water Street, Kelowna, British Columbia V1Y 1J4

(herein called the "CITY")

OF THE FIRST PART

AND: Kelowna Train Station Inc., Inc. No. BCo847922 of  
5711 1<sup>st</sup> Street SE  
Calgary, Alberta  
T2H 1H9

(herein called the "OWNER")

OF THE SECOND PART

WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement ("Agreement") with the Owner of property identified as having heritage value, pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS the Owner owns certain real property on which is situated a building of heritage value, known as the "Train Station Pub" a.k.a Heritage Building, pursuant to the City's Heritage Register, which property and building are located at 1175-1177 Ellis Street, Kelowna, BC and legally described as:

Parcel Identifier: 024-929-409  
Lot A, District Lot 139, Osoyoos Division Yale District, Plan KAP68238

(herein called the "Subject Property")

AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the Subject Property and has voluntarily and without any requirement by the City, entered into this Agreement pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS a local government must hold a Public Hearing on the matter before entering into, or amending, a Heritage Revitalization Agreement if the Agreement or amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Subject Property and for these purposes Section 464 through 470 of the *Local Government Act* apply;



AND WHEREAS within thirty days after entering into, or amending, a Heritage Revitalization Agreement the local government must file a notice in the Land Title Office in accordance with Section 594 of the *Local Government Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 595 of the *Local Government Act*;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 Heritage Revitalization Agreement**

- 1.1 The parties agree that the Subject Property located at 1175-1177 Ellis Street have heritage value, deserving of protection and conservation.
- 1.2 The Owner specifically agrees to maintain, preserve, and protect the heritage character of buildings located on the Subject Property in accordance with Schedule B (Architectural Drawing Set) and Schedule C (Landscape Drawing Set).
- 1.3 All buildings (existing and proposed) as well as the existing Heritage Garden and Plaza located on the Subject Property, which are referenced within this Agreement, are illustrated in Schedule B - Site Plan, drawing A-101.
- 1.4 The parties agree that the Subject Property may, notwithstanding Zoning Bylaw No. 12375 including the provisions identified in the UC1 – Downtown Urban Centre zoning, be developed under the following regulations:



**Table 1:** HRA22-0001 regulations as per Zoning Bylaw No. 12375

Table 21 HRA22-0001 Regulations as per Zoning Bylaw No. 12373

HRA22-0001 Regulations			
CRITERIA			PARAMETER
Permitted Uses			
<u><b>Building A</b></u>			
Principal Uses			Offices
			Retail
<u><b>Building B</b></u>			
Principal Uses			Offices
			Retail
<u><b>Building C</b></u>			
Principal Uses			Offices
			Retail
<u><b>Train Station Pub</b></u> – Existing Heritage Building			
Principal Uses			Liquor Primary
			Retail
Development Regulations (UC1)			
Permitted			Proposed
Max Height = 6 storeys (22.0m)			Building A = 2 storeys (6.84 m) Building B = 5 storeys (21.0 m) Building C = 1 storey (6.6 m)
Max FAR = 1.0			0.58
Max Site Coverage of all Buildings = 100%			28.8%
Parking Regulations (UC1)			
Permitted			Proposed
Minimum: 0.9 spaces / 100m2 GFA			48 stalls
Maximum: 3.0 spaces / 100m2 GFA			
	Min	Max	
Building A	4.7	15.5	
Building B	17.7	59.1	
Building C	2.0	6.6	
Existing Heritage Pub	3.2	10.7	
Total	27.6	91.9	

- 1.5 All other permitted land uses under UC1 – Downtown Urban Centre zone as per Zoning Bylaw No. 12375 may be considered on the Subject Property, pending a change of land use review and analysis which prove out the development regulations associated with the additional land use(s). Any change to land use is pursuant to an amendment to this Agreement.
- 1.6 The parties agree that, except as varied or supplemented by the provisions of this Agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the property and commercial business.
- 1.7 Bylaw No. 12420 Development Cost Charges will not apply to the existing Heritage Building but will apply to new buildings, specifically Building B, Building C, and to the new addition (expansion) to Building A only, permitted through this Agreement.

## 2.0 Conservation and Maintenance of Existing Heritage Building (Train Station Pub)



- 2.1 The existing Heritage Building located on the Subject Property is illustrated on Schedule B - Site Plan, drawing A-101.
- 2.2 The Heritage Building was designated as a heritage site under a Heritage Designation (HD) bylaw (BL10268) in 2009.
- 2.3 As per HD bylaw BL10268, the Owner agrees not to alter the exterior through renovation, addition, and/or tenant improvement of the Heritage Building except pursuant to a Heritage Alteration Permit issued by the City.
- 2.4 The Owner shall maintain the Heritage Building to ensure the integrity and preservation of existing heritage elements as per the original intent (Schedule D) through regular maintenance and repair to prevent deterioration of the Heritage Building.
- 2.5 The Owner agrees to maintain and/or repair the exterior of the Heritage Building in accordance with the condition assessment report titled "Heritage Element and Structural Visual Assessment" prepared by RJC Engineering, dated December 23, 2022, attached hereto as Attachment A. The interior layout of the heritage buildings will be determined by the Owner, subject to BC Building Code requirements.
- 2.6 A historical plaque summarizing the heritage value of the Heritage Building and the works completed on the Subject Property shall be installed and maintained at the expense of the applicant, subject to approval by the City of Kelowna.

### **3.0 Conservation and Maintenance of Existing Heritage Garden and Plaza**

- 3.1 The existing Heritage Garden and Plaza located on the Subject Property is illustrated on Schedule B – Site Plan, drawing A-101.
- 3.2 The Owner shall maintain the Heritage Garden and Plaza to ensure the integrity and preservation of existing heritage elements as per the original intent (Schedule E) through regular maintenance and repair to prevent deterioration of the Heritage Garden and Plaza.
- 3.3 The Owner agrees to maintain, replace and/or repair items in accordance with the Heritage Garden and Plaza assessment report titled "Railway Garden and Plaza Heritage Assessment" prepared by VDZ + A, dated February 2023, attached hereto as Attachment B.

### **4.0 Preservation and Protection of the Ginkgo Tree**

- 4.1 An existing mature Ginkgo tree located on the Subject Property is illustrated on Schedule B – Site Plan, drawing A-101.
- 4.2 The Owner agrees to preserve and protect the mature Ginkgo tree prior to, during, and post development in accordance with the "Tree Preservation Plan" prepared by Bartlett Tree Experts, dated February 24, 2023, attached hereto as Attachment C.
- 4.3 The Owner agrees to register a Section 219 Tree Protection Covenant to protect the mature Ginkgo tree as per the term and conditions of the Covenant.

### **5.0 Proposed New Development:**

- 5.1 The Owner agrees that the construction of new buildings on the property to allow commercial development as a permitted use, provided that:
  - i. The use is in conformance with the Heritage Revitalization Agreement Bylaw No. 12588, as outlined in Table 1;
  - ii. The dimensions and the siting of the new buildings to be constructed on the Subject Property be in general accordance with Schedule B;
  - iii. The exterior design and finish of the new buildings to be constructed on the Subject Property be in general accordance with Schedule B.



- 5.2 The Owner agrees not to alter the exterior through a renovation, addition and/or tenant improvement of the new buildings except pursuant to a Heritage Alteration Permit issued by the City, and in accordance with this Agreement.
- 5.3 No additional buildings will be permitted between the South façade of the Heritage Building and Clement Avenue, nor between the West façade and Ellis Street.
- 5.4 The Owner agrees that the site planning and landscaping on the Subject Property, provided that:
  - i. Surface parking stalls and a designated area for bike racks shall be provided as per Schedule B;
  - ii. The Owner agrees to install and maintain landscaping on the Subject Property in general accordance with the attached landscape plans, Schedule C;
  - iii. The Owner agrees to post a Landscape Performance Security bond with the City in the form of a "Letter of Credit" or cash in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper, as outlined in Schedule C.
- 5.5 The Owner agrees to prove and pay for all servicing required by the proposed development of the subject property and to provide required bonding for same, including, but not limited to: domestic water and fire protection, sanitary sewer, storm drainage, road improvements, power and telecommunication services and street lights, as per Development Engineering Memorandum, dated June 15, 2023, Attachment D).

#### 6.0 Commencement and Completion

- 6.1 The Owner agrees to commence the proposed development upon adoption of City of Kelowna Heritage Revitalization Agreement Authorization Bylaw No. 12588 and to commence all such works within two (2) years of the adoption of the Heritage Revitalization Agreement.
- 6.2 In the event the Owner has not commenced works within the two (2) years of the adoption of the Heritage Revitalization Agreement, then a Heritage Alteration Permit will be required to assess the form and character of any unconstructed building(s).

#### 7.0 Damage or Destruction

- 7.1 In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:
  - a) The Owner may repair the Heritage Building in which event the Owner shall forthwith commence the repair work and complete same within one year of the date of damage;

OR, in the event that the Heritage Building is destroyed,

  - b) The City may, by bylaw, and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement, whereupon all use and occupation of the Subject Property shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

#### 8.0 Breach

- 8.1 In the event that the Owner is in breach of any term of this Agreement, the City may give the Owner notice in writing of the breach and the Owner shall remedy the breach within 30 days of receipt of the notice. In the event that the Owner fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this



Agreement whereupon all use and occupation of the Subject Property shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

#### **9.0 Amendment to the Heritage Revitalization Agreement**

- 9.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or;
  - b) By Heritage Alteration Permit (HAP), issued pursuant to Section 617 of the *Local Government Act*.

#### **10.0 Representations**

- 10.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises or agreements expressed or implied, other than those expressly contained in this Agreement.

#### **11.0 Statutory Functions**

- 11.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the Local Government Act and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Subject Property.

#### **12.0 Inurement**

- 12.1 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### **13.0 Other Documents**

- 13.1 The Owner agrees at the request of the City, to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all such acts and things as may be required in the opinion of the City to give full effect to the intent of this Agreement.

#### **14.0 Notices**

- 14.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows:

- (a) To the City:  
City of Kelowna  
1435 Water Street  
Kelowna, B.C. V1Y 1J4  
  
ATTENTION: City Clerk
- (b) To the Owner:  
Kelowna Train Station Inc., Inc. No. BCo847922  
5711 1<sup>st</sup> Street SE  
Calgary, Alberta  
T2H 1H9

Or, to such other address to which a party hereto may from time to time advise in writing.



**15.0 No Partnership or Agency**

- 15.1 The parties agree that nothing contained herein creates a relationship between the parties of partnership, joint venture or agency.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

**Attachments:**

Schedule A: Draft Heritage Revitalization Agreement

Schedule B: Rationale Letter and Architectural Drawing Set

Schedule C: Landscape Drawing Set and Cost Estimate Letter

Schedule D: Heritage Building (Train Station Pub) Original Intent HRA10-0001

Schedule E: Heritage Garden Original Intent HRA10-0001

Attachment A: Heritage Building (Train Station Pub) Assessment Report

Attachment B: Heritage Garden Assessment Report

Attachment C: Tree Preservation Plan

Attachment D: Development Engineering Memorandum

Attachment E: Heritage Consultant Review



Page 6 of 8

**SCHEDULE "A" HRA22-0001**

CITY OF KELOWNA  
By its authorized signatories

\_\_\_\_\_  
Mayor

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

Applicant Name

\_\_\_\_\_  
Kelowna Train Station Inc.

Date:

\_\_\_\_\_  
10/10/2023

In the presence of:

DocuSigned by:  
  
5319EE0F68E44BE  
Jane Ryan (Authorized signatory)

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



**KASIAN  
ARCHITECTURE  
INTERIOR  
DESIGN AND  
PLANNING LTD**  
1011 Ninth Avenue SE,  
Suite 450  
Calgary, Alberta  
Canada  
T2G 0H7  
t 403 265 2440  
f 403 233 0013  
[www.kasian.com](http://www.kasian.com)

**DON W. KASIAN**  
*Architect AAA, Architect AIBC,  
MAA, NLAA, NSAA, NWTAA,  
OAA, SAA, FRAIC, Hon. FAIA*

**DEAN BENVENUTO**  
*Architect AAA, LEED AP BD + C*

**AZIZ BOOTWALA**  
*Architect AAA, Architect AIBC,  
MAA, NWTAA, OAA, SAA,  
FRAIC, LEED AP*

**WOJCIECH BRUS**  
*Architect AIBC, NWTAA, NSAA,  
FRAIC*

**SUZANNE CAMPBELL**  
*ARIDO, LEED AP, IDC*

**BILL CHOMIK**  
*Architect AAA, Architect AIBC,  
OAA, SAA, FRAIC, Hon. FAIA*

**WILL CRAIG**  
*Architect AAA, Architect AIBC,  
RIBA Part II*

**SANJA DJULEPA**  
*LEED AP BD+C, TSA, MRAIC*

**CRYSTAL GRAHAM**  
*Licensed Interior Designer AAA,  
ARIDO, RID, IDC, IIDA, LEED AP*

**KIM GREEN**  
*DID*

**ABHISHEK GUPTA**  
*MBEM, LEED AP*

**DANIEL HAWRELUK**  
*Architect AIBC, RAIC*

**DOUG JOHNSON**  
*Architect AIBC, Sloan Fellow*

**JUDITH MACDOUGALL**  
*Architect AAA, LEED AP BD + C*

**DEAN MATSUMOTO**  
*AOCA*

**SALLY MILLS**  
*AID, RID*

**ALAN NAKASKA**  
*Architect AAA, Architect AIBC*

**DOUGLAS NIWA**  
*BID*

**SCOTT NORWOOD**  
*MAATO*

**GOLNAZ RAKHSHAN**  
*Architect AIBC, Architect NSAA,  
LEED AP, MRAIC*

**JAMES RICE**  
*OAA, NSAA, MRAIC*

**KATHERINE ROBINSON**  
*Architect AAA, Architect AIBC,  
NSAA, MRAIC*

**WARREN SCHMIDT**  
*Architect AAA, Architect AIBC,  
MRAIC*

**IAN SINCLAIR**  
*MHA, CHE*

Vancouver  
Victoria  
Calgary  
Edmonton  
Toronto

<b>SCHEDULE</b>		<b>B</b>
This forms part of application		
# HRA22-0001		
Planner Initials	BC	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

**Kasian**



## Design Rationale Statement – August 8, 2022

### Project Overview

The purpose of the application is for a Heritage Revitalization Agreement (HRA) as well as a Development Permit for a site at 520 Clement Avenue whose design has been revised since the original Heritage Revitalization Agreement was made in 2010. The original HRA proposed three commercial buildings located at the perimeter of the property and surrounding the restored CN Station building that received municipal heritage designation in 2009 and serves as a popular pub & restaurant. Since 2010 only one of the proposed buildings was constructed – a single story liquor store at the east side of the site. The current proposal includes an expansion of the liquor store building (Building A) as well as a single-story commercial building (Building C) and a 5 story mixed use building (Building B) to be located on the north side of the site, on either side of the ginkgo tree that is to be protected under the HRA.

### Site

The site is located at 520 Clement Avenue just north of downtown Kelowna. It is bounded by Ellis Street on the west, Clement Avenue on the south, and St Paul Street on the east. A liquor store, a railway garden at the south-west corner and a landscaped promenade from Ellis Street to the train station were built in earlier phases of the development when the train station building was restored and converted to a pub style restaurant.

### Zoning

As a result of the original HRA, the site was rezoned to C4lp/lrs Urban Centre Commercial (Liquor Primary / Retail Liquor Sales) along with a parking relaxation of 10 stalls.

### Context

The site is located just north of the downtown district and east of Okanagan Lake, Waterfront Park, and a large residential complex. To the northeast there is a variety of different industrial properties and athletic facilities, including a small baseball diamond and sport club. To the south there is the Prospera Place arena and access to the downtown along with single-family homes to the southeast. The immediate neighbourhood is changing rapidly with the construction of many high-rise residential developments with great density. The proposed site design supports pedestrian connectivity between buildings, the railway garden, and the ginkgo tree courtyard as well as to the surrounding streets. The architectural design of the new buildings has been carefully considered to create a respectful and harmonious relationship with the historic train station building – further details can be found in the Heritage Professional's report.

### Form

Building B is a 5-story building with retail uses proposed at the ground floor and office floors located above. The uppermost level is setback from the lower floors which helps to mitigate the mass of the building. This building has an important role in the transition of height from the other single-story buildings on the site to the nearby high-rise developments in the neighbourhood. The height of building B relates very well to the podium height of the One Water Street development to the west. The new buildings proposed are designed with their front doors facing towards the train station building, contributing to placemaking within the site. The west side of the ground floor of building B consists primarily of a commercial unit with a large extent of glazing facing Ellis Street





and allowing for sidewalk activation. This commercial use also builds upon the presence of retail across the street at One Water Street. Buildings B and C flank the ginkgo tree and have glazing that opens on to the area surrounding it. This space is designed as an outdoor room or courtyard, a place for patio seating that supports the commercial units on the ground floor of these buildings and enhances pedestrian oriented design within the site.

The buildings have been designed to be compatible with, subordinate to and distinguishable from the historic train station building and they take their cues from the historic place and the industrial character of the area. For more detail, please reference the Heritage Professional's report prepared by ANCE Building Services Co. Inc.

#### Public Realm & Landscaping

The site currently includes the Train Station Pub and a station promenade that is furnished with benches, trees and bicycle parking and which has become a pickup point for scooters and e-bikes. To the south of the pub is a railway garden surrounding a memorial statue. This provision of outdoor amenities has extended to other areas of the site for this new phase of development. An outdoor room or courtyard has been designed around the ginkgo tree. It consists of planting, decking and seating against an art wall backdrop on its northern edge. Decorative bollards and light standards with hanging baskets line the edge of a flush sidewalk in front of buildings B and C and delineate a pedestrian zone that connects to the courtyard. Building B's western edge has been setback from the curb by 4.5m to allow for a generous public sidewalk with planting and potential bistro seating for the ground floor commercial unit. Both building B and C have a high degree of transparency at the ground floor and have the ability to open up onto the sidewalks and create an engaging streetscape. This approach to connectivity between buildings and landscape supports the outdoor lifestyle that is prevalent in the region.

All site landscaping will be specific to the Okanagan climate, and plant species have been selected based on low maintenance and compatibility with the local environment. The provision of site lighting and clear sight lines create a welcoming and safe public realm and help mitigate CPTED issues. Through a reduction in the number of grade changes, planter beds and other impediments as well as requirements that all entrance be fully accessible, a healthy and walkable streetscape is ensured.

#### Materials

The proposed building materials have been selected for a timeless and modern palette throughout the development while their unique arrangement gives each building its own character. At the building bases, durable materials such as concrete, brick, and metal in warm tones provide texture, variation and contribute to visual interest for the pedestrian areas in the project. Materials have been chosen for their ability to endure over time. A consistent use of materials and colours at the lobbies and building entries help orient residents and visitors.

#### CPTED

To support effective crime prevention through environmental design (CPTED) for this project, several approaches have been employed. Strategies include the use of natural surveillance, territorial reinforcement, natural access control and target hardening.

The project faces onto three public streets; Ellis Street, Clement Avenue and St Paul Street. The location of commercial and building entries as well as extensive glazing



at ground level allows for natural surveillance by having 'eyes' on the street throughout the course of the day. After business hours, street lighting and clear sightlines help to provide safe access to the lobbies and ground floor units. This approach may also help deter vandalism or related activities.

The high level of design and strong focus on a pedestrian oriented environment provides territorial reinforcement and natural access control. Pride of ownership is provided by utilizing durable exterior materials and surfaces. Landscaping provides green areas that require minimal upkeep but provide a natural and welcoming feel. Public areas are clearly identified through distinct retail frontages and signage.

Target hardening measures will be required for the remaining low use areas such as exit stairs, loading areas and service entrances. Security hardware, camera surveillance, and alarm devices will be utilized where necessary.

#### Accessibility

This project has been designed to support inclusivity for public and tenants alike. Understanding that accessible design should support not only those with impaired mobility but should also support users with other impairments including limited hearing, sight, or other physical abilities. In addition, this project also looks to address common everyday accessibility issues experienced by users carrying large objects, traveling with children, strollers, moving and delivery of goods.

The following is a list of key elements that will support access for all in this project:

- Elevators provide access to the upper floors of building B.
- Barrier free parking stalls have been provided near main entrances to minimize travel distance for the those with limited mobility.
- Materials and their placement in the design help to create a distinction between the different program elements of the project.
- Waste and recycling containers have been provided near building entrances to minimize travel for visitors.



# KELOWNA TRAIN STATION SITE - PHASE 2

## 1177 ELLIS STREET, KELOWNA, BC, CANADA



SCHEDULE

B

This forms part of application

# HRA22-0001

City of

Kelowna

DEVELOPMENT PLANNING

Planner's

Initials

BC

### KASIAN ARCHITECTURE INTERIOR DESIGN AND PLANNING LTD.

#### KELOWNA TRAIN STATION SITE

PROJECT NUMBER:  
ISSUED FOR:  
DATE:

230109  
ISSUED FOR DP  
2022.10.20

#### ARCHITECTURAL



KASIAN ARCHITECTURE INTERIOR DESIGN  
& PLANNING LTD.  
1000-1000-1000-1000  
CALGARY, AB T2G 0P7  
403.262.3446

#### LANDSCAPE



SCATLIFF + MILLER + MURRAY  
885 1 ST SW CALGARY AB T2P 1N2  
403.262.3446

#### CIVIL



CTO CONSULTANTS LTD.  
1334 ST PAUL STREET, KELOWNA, BC  
V1Y 1A1  
250.728.1700

#### STRUCTURAL



RENO DESIGN GROUP  
1000-1000-1000-1000  
V1Y 1A1  
250.728.1700

#### MECHANICAL



REINBOLD ENGINEERING GROUP  
3010 8640 STREET STREET  
V1Y 1A1  
250.728.1700

#### ELECTRICAL



SMP ENGINEERING  
49-600 WEST BROADWAY  
V1Y 1A1  
250.728.1700





PROPERTY MAP

SCHEDULE B

This forms part of application # HRA22-0001

Planner Initials BC

City of Kelowna  
DEVELOPMENT PLANNING

DRAWING LIST - ARCHITECTURAL	
AS01	SITE PLAN
AS02	PROPOSED ARCHITECTURAL LIST
AS03	ARCHITECTURAL GENERAL NOTES AND
AS04	ASSEMBLY AND OCCUPANCY
AS05	SITE PLAN
AS06	CONSTRUCTION AND FINISHES
AS07	CONSTRUCTION AND FINISHES
AS08	CONSTRUCTION AND FINISHES
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PROJECT INFORMATION	
LEGAL ADDRESS:	LOT 1, D.L. 136, C.D.D. PLAN 142 66238
MUNICIPAL ADDRESS:	500 CLEMENT AVE.
ZONING:	LOT - DOWNTOWN URBAN CENTRE
PROPOSED USES:	COMMERCIAL / OFFICE
PROPOSED HEIGHT:	BUILDING A - 5 STOREYS (15.2m) BUILDING B - 3 STOREYS (9.1m) BUILDING C - 3 STOREYS (9.1m)
OVERALL SITE AREA:	1.29 acres (5220 sqm (56,168 sq ft))
BUILDING AREA:	EXISTING BUILDING: 296 SQM NEW ADDITION: 199 SQM MEZZANINE: 518 SQM
BUILDING A:	LEVEL 1 GROSS AREA: 410 SQM LEVEL 2 GROSS AREA: 428 SQM LEVEL 3 GROSS AREA: 431 SQM LEVEL 4 GROSS AREA: 431 SQM LEVEL 5 GROSS AREA: 431 SQM
BUILDING B:	LEVEL 1 GROSS AREA: 222 SQM LEVEL 2 GROSS AREA: 222 SQM LEVEL 3 GROSS AREA: 222 SQM
BUILDING C:	LEVEL 1 GROSS AREA: 222 SQM LEVEL 2 GROSS AREA: 222 SQM LEVEL 3 GROSS AREA: 222 SQM
F.A.R.	MAX = 1.2 PROPOSED = 0.58
SITE COVERAGE	MAX = 100% PROPOSED = 26.8%
VEHICLE PARKING	0.6 PER 1000 SF & 3.0 PER 1000 SF PROPOSED = 48
BICYCLE PARKING	LONG TERM = 1 STALL PER 5000 SF OF GFA REQUIRED = 6 STALLS (ALL BUILDINGS) PROVIDED = 30
LOADING	SHORT TERM = 2 STALLS PER ENTRANCE REQUIRED = 18 (ALL BUILDINGS) PROVIDED = 24 (4) REQUIRED = 1 PER 2000 SF OF GFA BUILDING A: 1 PER 2000 SF OF GFA BUILDING B: 1 PER 2000 SF OF GFA BUILDING C: 1 PER 2000 SF OF GFA PROVIDED = 1 NEW LOADING SPACE + 1 EXISTING LOADING SPACE

BUILDING CODE SUMMARY - BUILDING A & C	
1. DESIGN & CONSTRUCTION TO BE IN ACCORDANCE WITH:	BRITISH COLUMBIA BUILDING CODE 2018
2. MAJOR USE AND OCCUPANCY:	BUILDING A - EXPANSION - GROUP E (MERCANTILE) BUILDING C - GROUP E (MERCANTILE)
3. CODE REFERENCE:	BUILDING A - 322.2.8.9. GROUP E, UP TO 3 STOREYS, SPRINKLERED BUILDING C - 322.2.8.9. GROUP E, UP TO 3 STOREYS, SPRINKLERED
4. CONSTRUCTION CLASSIFICATION:	BUILDING A - COMBUSTIBLE OR NON-COMBUSTIBLE BUILDING C - COMBUSTIBLE OR NON-COMBUSTIBLE
5. SPRINKLERING:	BUILDING A - EXPANSION - SPRINKLERED BUILDING C - SPRINKLERED
6. STORIES AND BUILDING HEIGHT:	BUILDING A - EXPANSION - SINGLE STOREY WITH MEZZANINE BUILDING C - SINGLE STOREY
7. FIRE SEPARATION AND FRO OF ASSEMBLIES:	BUILDING A - EXPANSION - 45MIN. FLOOR ASSEMBLY, 45MIN. LOADBEARING WALLS, COLUMNS AND ARCHES SUPPORTING A RATED ASSEMBLY. BUILDING C - 45MIN. FLOOR ASSEMBLY, 45MIN. LOADBEARING WALLS, COLUMNS AND ARCHES SUPPORTING A RATED ASSEMBLY.
8. OCCUPANT LOADS:	BUILDING A - EXPANSION - 42 PERSONS BUILDING C - 48 PERSONS
9. EXISTING & EGRESS:	MAX TRAVEL DISTANCE = 45M
10. BARRIER FREE REQUIREMENTS:	AS PER BCBC: 3.8.4.5

	Kasian Architecture and Planning Ltd 101-1240 West 10th Ave Kelowna, BC V1Y 4C6 www.kasian.com
PROJECT: KELOWNA TRAIN STATION SITE	
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DRAWING NO.: 230105	







**Kasian Architecture and Planning Ltd**

1000 West Beaver Creek, Suite 100  
 Richmond, BC V6X 3V6  
 Tel: 604.273.1234  
 Fax: 604.273.1235  
 Email: info@kasian.ca

DATE: 2022-10-28	DESIGN: KASIAN ARCHITECTURE AND PLANNING LTD
PROJECT: 23109	SCALE: 1:20
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**KELOWNA TRAIN STATION SITE**

KELOWNA, BC

**SITE DETAILS**

PROJECT: KELOWNA TRAIN STATION SITE

KELOWNA, BC

**SITE DETAILS**

PROJECT: KELOWNA TRAIN STATION SITE

KELOWNA, BC

**SITE DETAILS**

**SCHEDULE B**

This forms part of application # HRA22-0001

Planner Initial: BC

City of Kelowna  
 DEVELOPMENT PLANNING

**1 TYP. BIKE DIMENSIONS**

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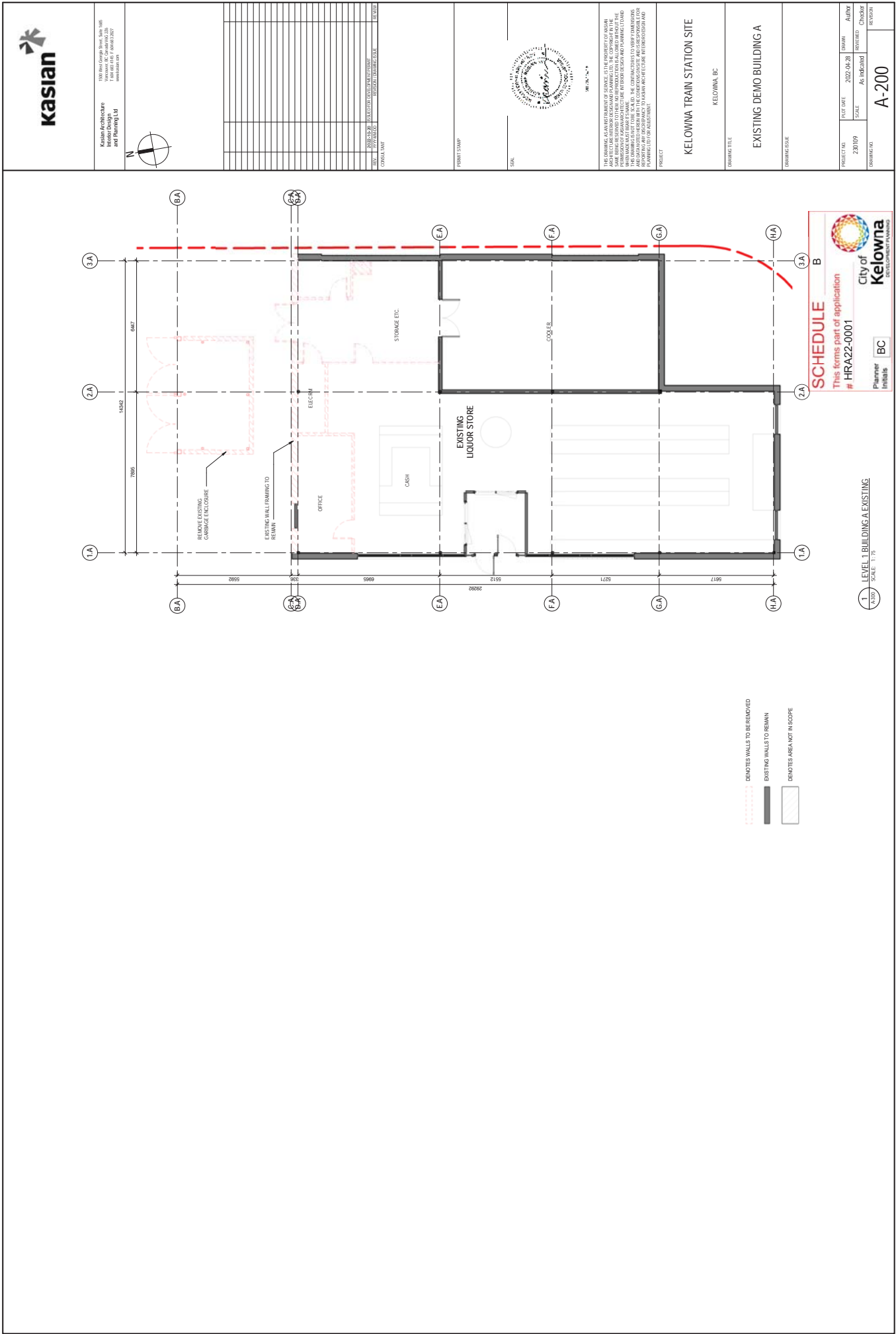
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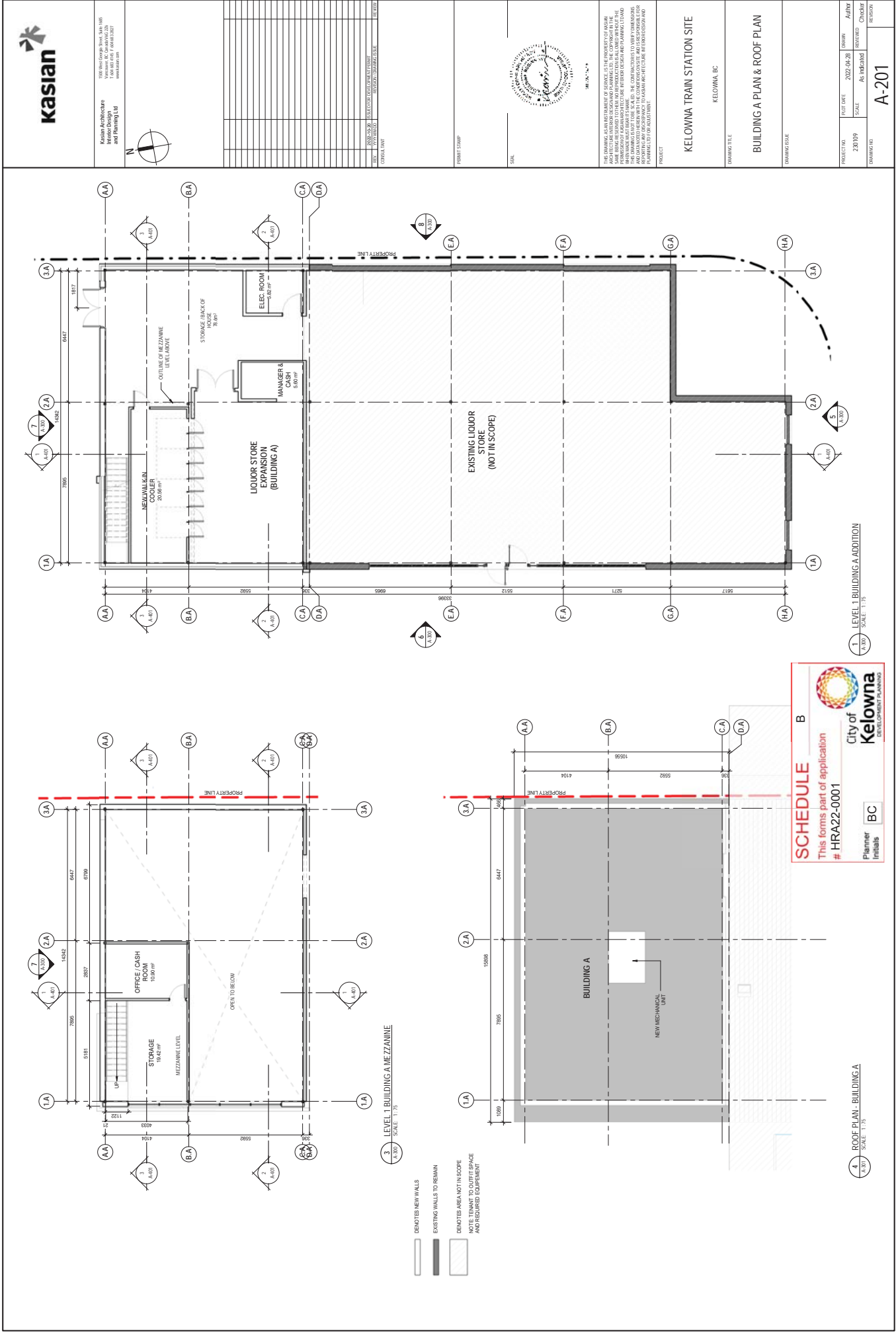
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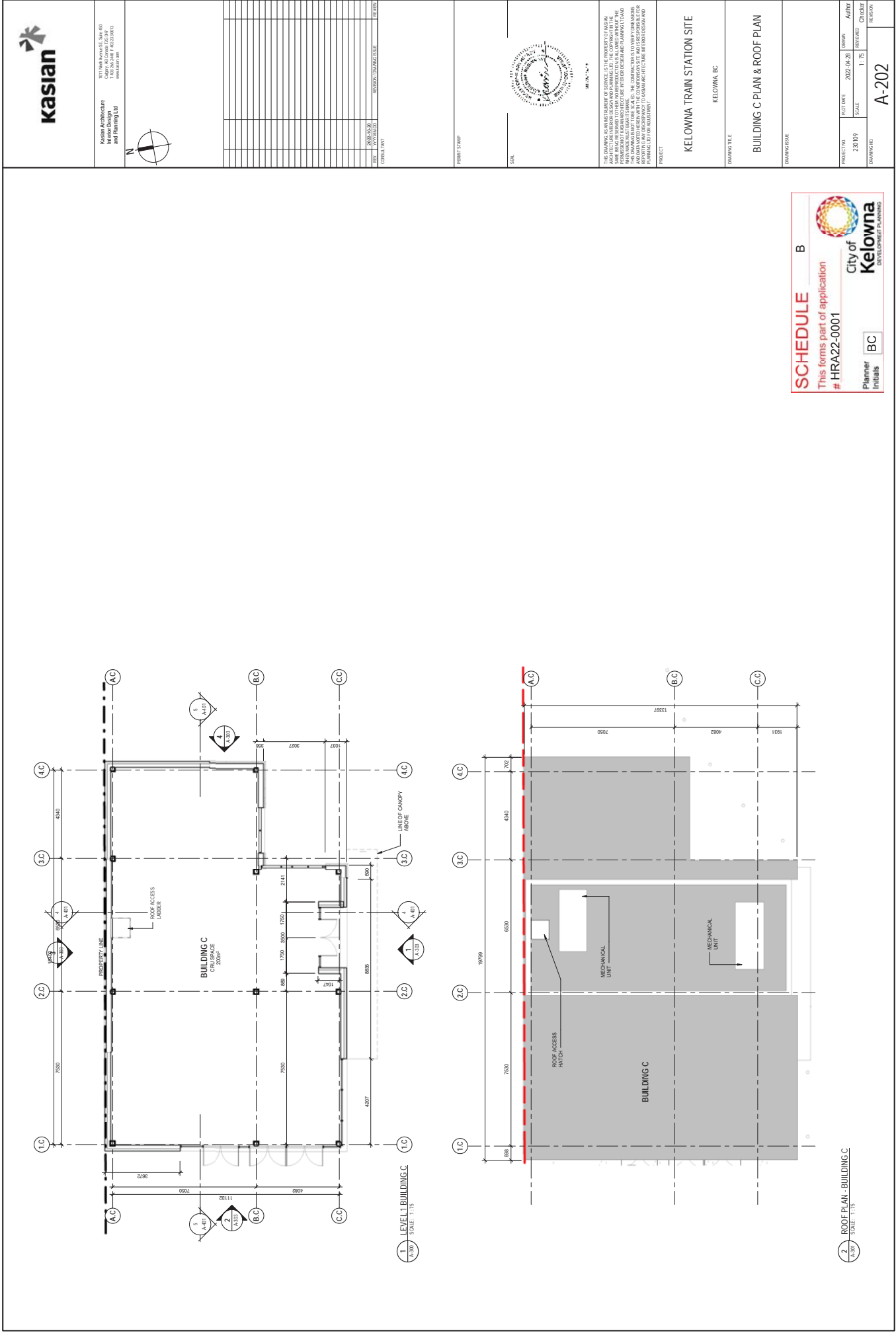












SCHEDULE

This forms part of application

# HRA22-0001

Planner Initials

BC

City of Kelowna

DEVELOPMENT PLANNING

PROJECT NO.

230109

DATE

2022-02-28

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AUTHOR

CHUCK

REVIEWED

CHUCK

DATE

2022-02-28

A-202



Kasian Architecture  
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1011 Highway 101, Suite 400  
Kelowna, BC V1Y 9C6  
Tel: 250.860.1000  
Fax: 250.860.1001  
www.kasian.ca



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PROJECT  
KELOWNA TRAIN STATION SITE

KELOWNA, BC

DRAWING TITLE  
BUILDING C PLAN & ROOF PLAN

DRAWING SCALE





25





**Kasian Architecture  
Interior Design**  
1500 West Georgia Street, Suite 1605  
Vancouver, BC Canada V6G 2Z6  
T 604 683 4345 F 604 683 3827

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INVENT STAMP

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KELOWNA TRAIN STATION SITE

KELOWNA, BC

Volume 55, No. 2

LEVEL 2 PLAN BUILDING B

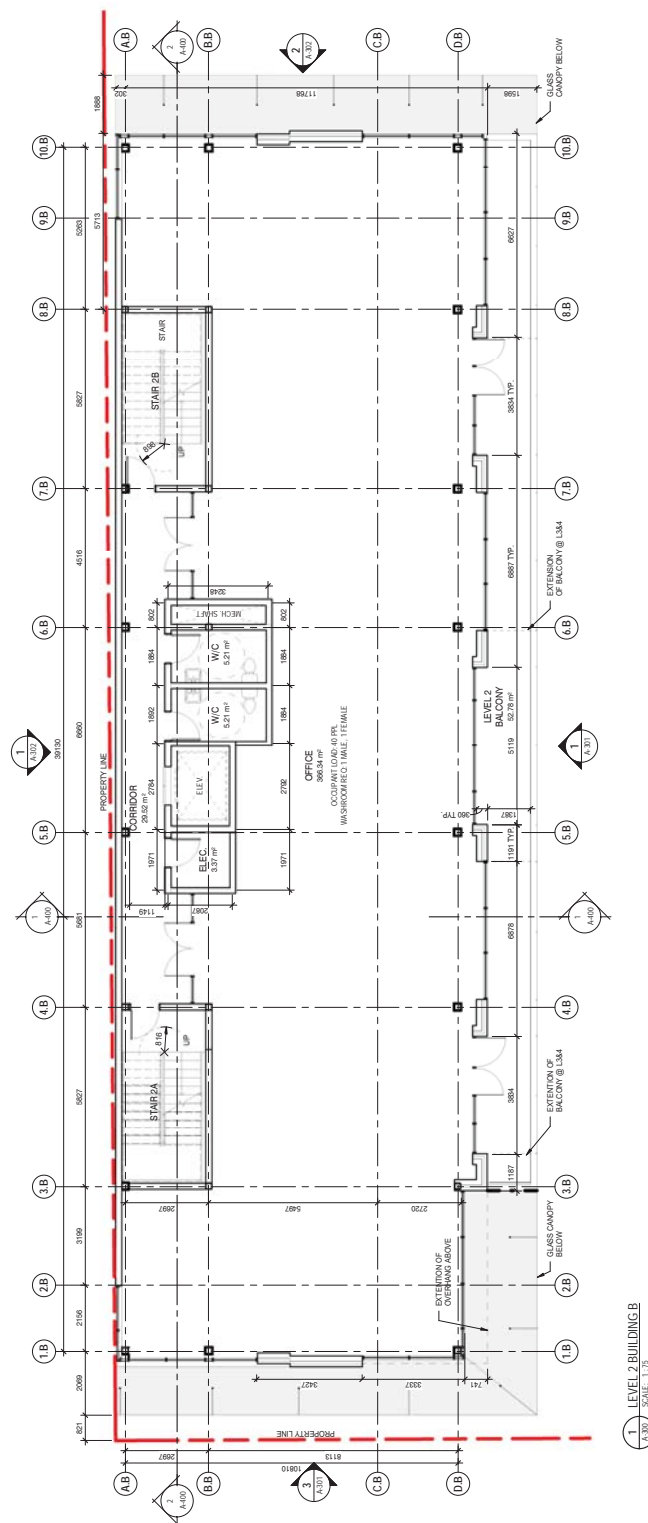
Source: *Author's calculations*

**SCHEDULE B**  
 This forms part of application  
 # HRA22-0001

City of  
**Kelowna**

Planner Initials **BC**

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CONFLICT

KELOWNA TRAIN STATION SITE

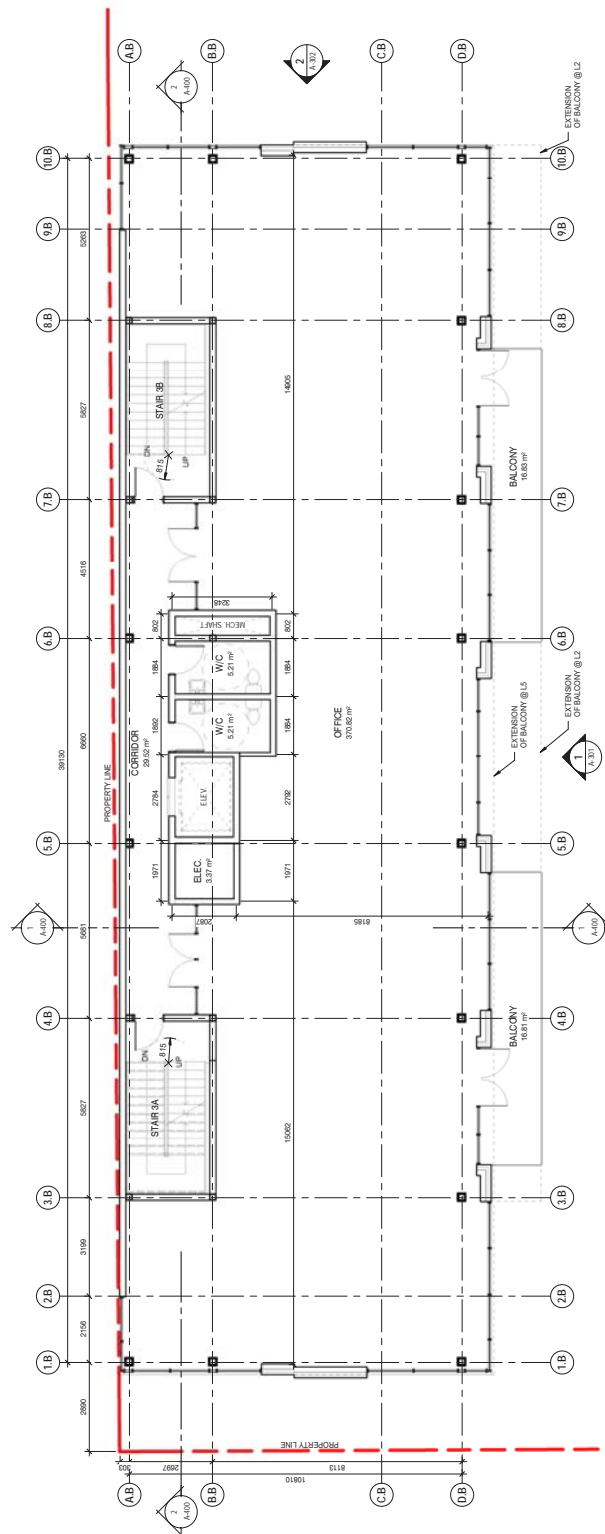
KELOWNA BC

TYP. LEVEL 3&amp;4 PLAN BUILDING B

Source: *Author's calculations*

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1 TYP. LEVEL 3&4 BUILDING B  
A-300 SCALE: 1:75

**SCHEDULE B**  
 This forms part of application  
 # HRA22-0001

City of Kelowna


Planner BC  
 Multiple






**Kasian Architecture and Planning Ltd**

1001 West Beaver Creek Road, Suite 100  
West Beaver Creek, Ontario L4B 3N2  
Tel: (905) 881-1111  
Fax: (905) 881-1112



PROJECT NO.	23109	DATE	2022-06-28
PROJECT NAME	KELOWNA TRAIN STATION		
PROJECT LOCATION	KELOWNA, BC		
PROJECT DESCRIPTION	LEVEL 5 PLAN BUILDING B		



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PROJECT: KELOWNA TRAIN STATION SITE

DRAWING TITLE: LEVEL 5 PLAN BUILDING B

DRAWING NO.: 23109

DATE: 2022-06-28

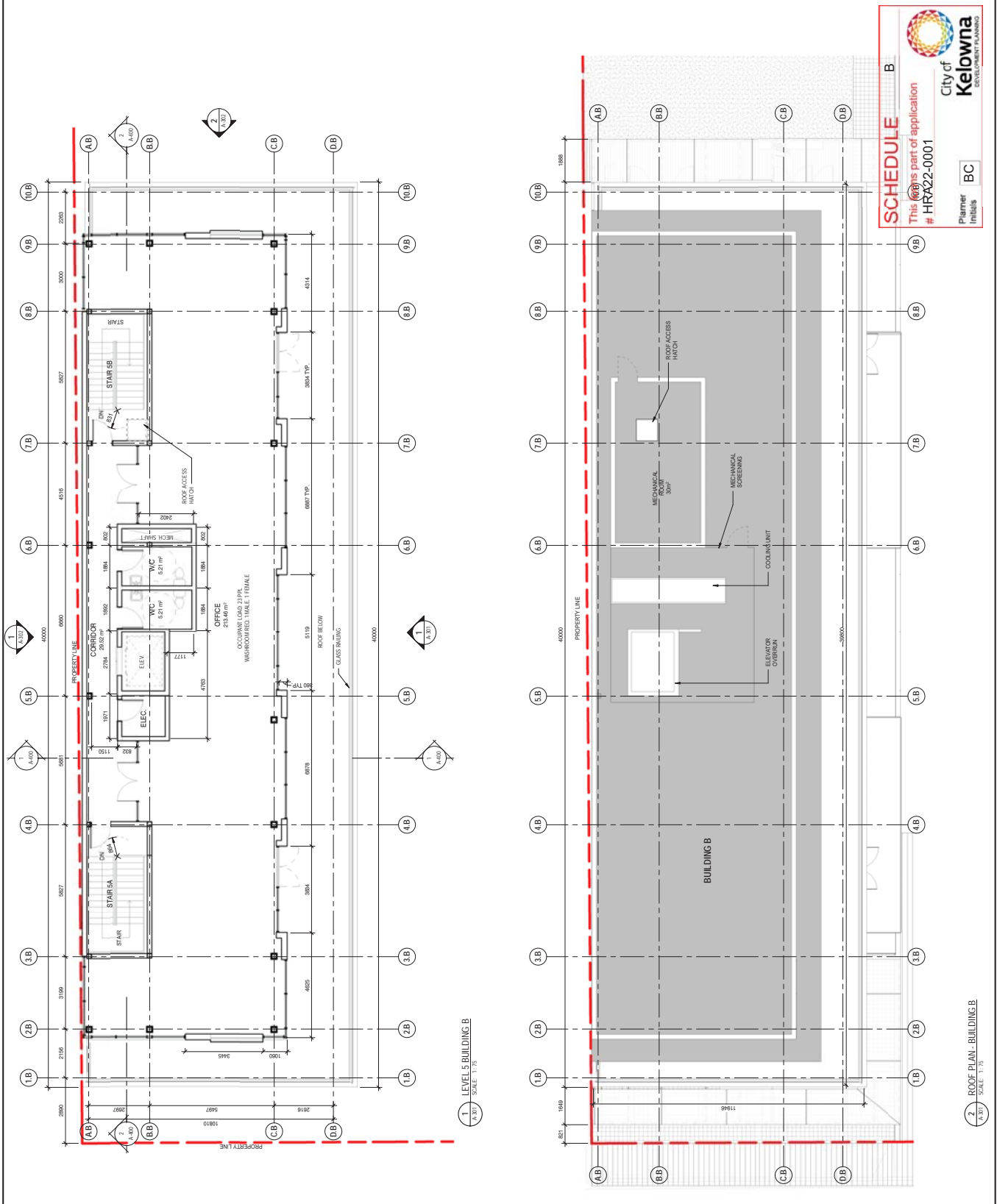
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PROJECT NO.: 23109

PROJECT NAME: KELOWNA TRAIN STATION

PROJECT LOCATION: KELOWNA, BC

PROJECT DESCRIPTION: LEVEL 5 PLAN BUILDING B






**City of Kelowna**  
DEVELOPMENT PLANNING

**SCHEDULE B**

This is a part of application # HRA22-0001


Planner Initials: BC





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West Beaver Creek, Ontario L4B 3N2  
Tel: (905) 881-1111  
Fax: (905) 881-1112




PROJECT NO. 230109

DATE: 2022-09-28

PROJECT NAME: KASIAN ARCHITECTURE AND PLANNING LTD.

CLIENT: KASIAN ARCHITECTURE AND PLANNING LTD.



PROJECT NO. 230109

DATE: 2022-09-28

PROJECT NAME: KASIAN ARCHITECTURE AND PLANNING LTD.

CLIENT: KASIAN ARCHITECTURE AND PLANNING LTD.

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PROJECT NO. 230109

DATE: 2022-09-28

PROJECT NAME: KASIAN ARCHITECTURE AND PLANNING LTD.

CLIENT: KASIAN ARCHITECTURE AND PLANNING LTD.

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DATE: 2022-09-28

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DATE: 2022-09-28

PROJECT NAME: KASIAN ARCHITECTURE AND PLANNING LTD.

CLIENT: KASIAN ARCHITECTURE AND PLANNING LTD.

PROJECT NO. 230109

DATE: 2022-09-28

PROJECT NAME: KASIAN ARCHITECTURE AND PLANNING LTD.

CLIENT: KASIAN ARCHITECTURE AND PLANNING LTD.

5 BUILDING ELEVATION 1  
A-30 SCALE: 1:100

6 BUILDING ELEVATION 2  
A-20 SCALE: 1:100


7 BUILDING ELEVATION 3  
A-30 SCALE: 1:100

8 BUILDING ELEVATION 4  
A-20 SCALE: 1:100

LEGEND

VALUE	DESCRIPTION
001	BRICK VENEER CLADDING
002	GLAZING
003	SPANDREL PANEL BLACK PAINTED GLASS
004	METAL PANEL COLOUR WHITE
005	METAL CANOPY
006	PERFORATED CORTEN STEEL PANEL
007	GLASS STOREFRONT ENTRY DOOR
008	PARKING SIGN
009	CONCRETE FILLER WALLING
010	STREET LIGHT
011	CONCRETE FILLED STEEL BOLLARDS
012	MECHANICAL EQUIPMENT
013	METAL PANEL COLOUR BLACK
014	WOLCK WASTE COLLECTION
015	METAL DOOR
016	STUCCO FINISH
017	PHOTOGRAPHIC PANEL DARK WOOD LOOK
018	PHOTOGRAPHIC PANEL LIGHT WOOD LOOK
019	MECHANICAL EQUIPMENT
020	MECHANICAL EQUIPMENT
021	ROOFTOP MECHANICAL SCREEN
022	SOLID WALL COLOUR BLACK

MATERIAL PALETTE



SCHEDULE B

This forms part of application # HRA22-0001

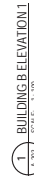
Planner Initials BC

City of Kelowna

DEVELOPMENT PLANNING

29





**MATERIAL PALETTE**

WOOD (HICKORY)

WOOD (HICKORY) / CARPET (PERSIAN)

STONE (SAND)

WOOD (HICKORY) / CARPET (PERSIAN)

WOOD (HICKORY) / CARPET (PERSIAN)

WOOD (HICKORY) / CARPET (PERSIAN)

WOOD (HICKORY)

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WOOD (HICKORY) / CARPET (PERSIAN)

WOOD (HICKORY)

SCHEDULE


B

This forms part of application

# HRA22-0001

Planner Initials

BC

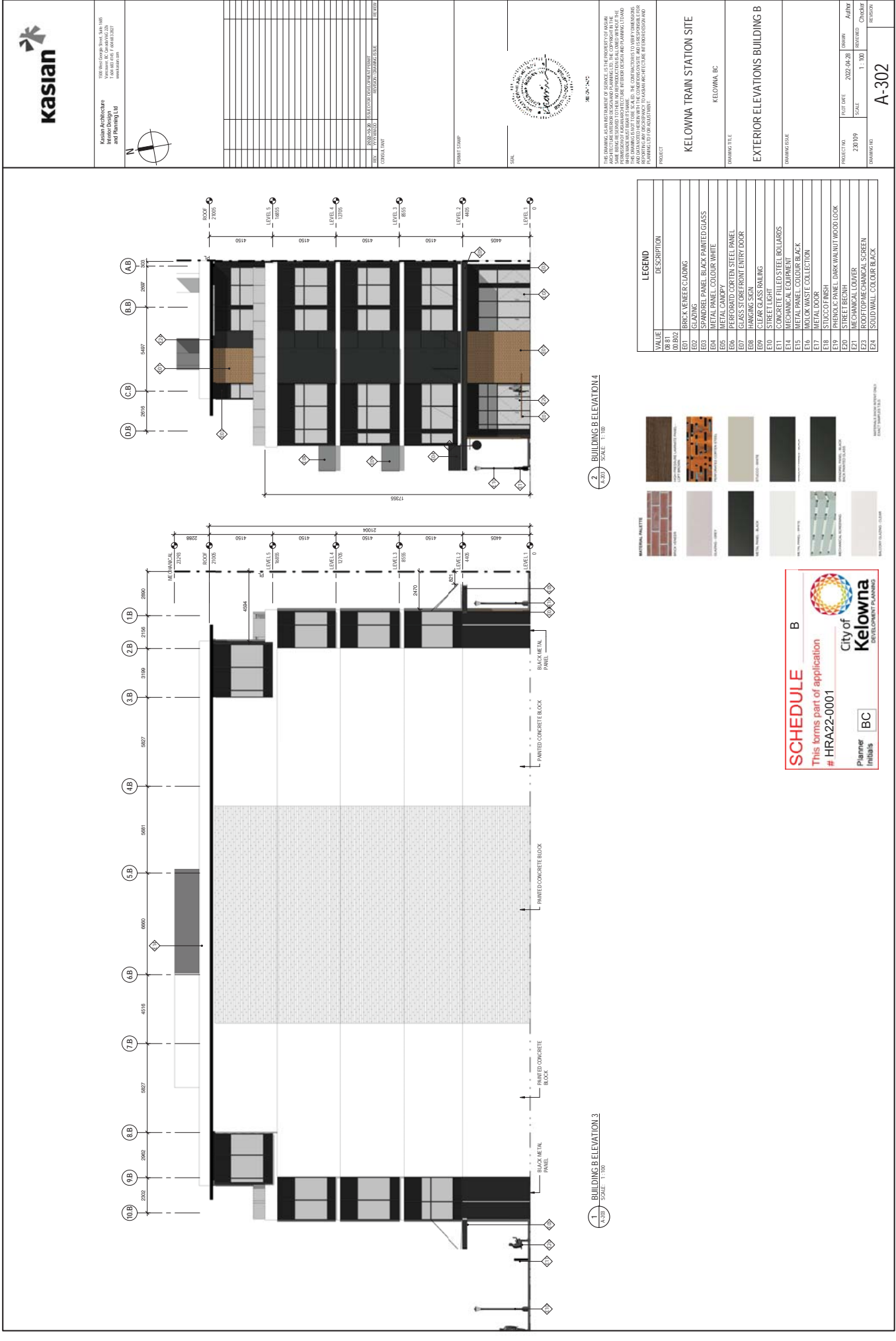


City of

Kelowna

2000 YOUNG AVENUE









**Kasian Architecture  
Interior Design**  
1500 West Georgia Street, Suite 1605  
Vancouver, BC Canada V6G 2Z6  
T 604 683 4145 F 604 683 2927

[illegible]

DEBENT STAMP

SEAL



1239

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[illegible]

KELOWNA TRAIN STATION SITE

KELOWNA, BC

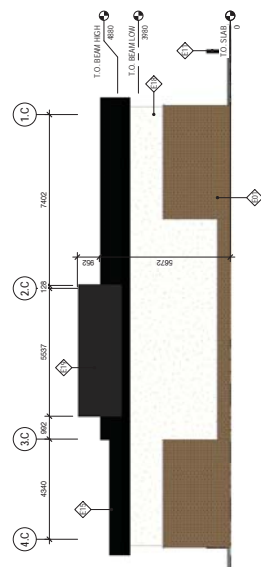
DRAWING TITLE

EXTERIOR ELEVATIONS BUILDING C

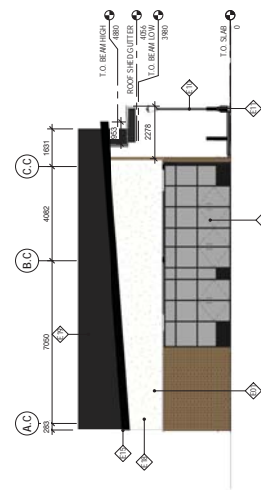
COVERING ISSUE

PROJECT NO. 230109	PLOT DATE	2022-04-28	DRAWN	Author
	SCALE	1 : 100	REVIEWED	Checker

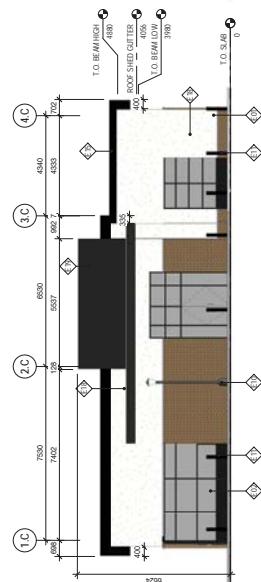
A-303



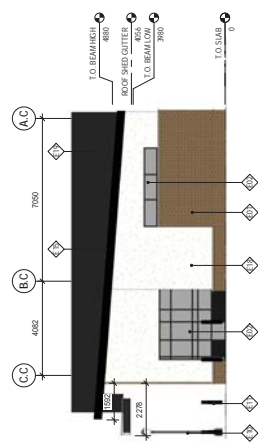
3 BUILDING CELEVATION 3  
A-202 SCALE 1:100



**2** BUILDING CELEVATION 2  
A-202 SCALE: 1" = 100'



1 BUILDING ELEVATION 1  
A-202 SCALE: 1"=100



4 BUILDING CELEVATION 4  
A-202 SCALE: 1" = 300

LEGEND	VALUE	DESCRIPTION
	B8 B1	GLAZING
	B9 B2	DRINK WATER GLAZING
	B9 B3	SPANDREL PANEL BLACK PAINTED GLASS
	B9 B4	METAL PANEL COLOUR WHITE
	B9 B5	METAL CANOPY
	B9 B6	PERFORATED CORTEX STEEL PANEL
	B9 B7	GLASS S SCREENING ENTRY DOOR
	B9 B8	CLAR GLASS RAILING
	B9 B9	STREET LIGHT
	B9 B10	CONCRETE FILLED STEEL BOLLARDS
	B9 B11	MECHANICAL EQUIPMENT
	B9 B12	METAL PANEL COLOUR BLACK
	B9 B13	MOLK WASTE COLLECTION
	B9 B14	STUCCO FINISH
	B9 B15	PHENOLIC PANEL DARK WALNUT WOOD LOOK
	B9 B16	STREET LIGHT
	B9 B17	MECHANICAL COVER
	B9 B18	STREET LIGHT
	B9 B19	MECHANICAL SCREEN

[illegible]

**SCHEDULE B**  
 This forms part of application  
 # HRA22-0001  
 City of Kelowna  
 DEVELOPMENT PLANNING  
 Planner Initials BC













RENDERED VIEW LOOKING NORTH WEST



RENDERED VIEW LOOKING NORTH  
FROM CLEARVIEW AVE

**SCHEDULE B**  
This forms part of application  
# HRA22-0001

Planner Initials **BC**

City of Kelowna  
DEVELOPMENT PLANNING



Kasian Architecture  
and Planning Ltd  
1000 West Kelowna, BC, V2Y 1A5  
Tel: 250.860.1234  
Fax: 250.860.1235  
www.kasian.ca



NO.	REVISION	DATE	BY	DESCRIPTION
1		2022-10-28	KL	ISSUED FOR PERMITTING
2		2022-10-28	KL	ISSUED FOR PUBLIC REVIEW
3		2022-10-28	KL	ISSUED FOR PUBLIC REVIEW
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DATE: 2022-10-28  
BY: KL  
CHECKED: KL  
APPROVED: KL  
DATE: 2022-10-28  
BY: KL  
CHECKED: KL  
APPROVED: KL

PROJECT: KASIAN

DATE: 2022-10-28



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PROJECT: KASIAN

KELOWNA TRAIN STATION SITE

KELOWNA, BC

DRAWING TITLE

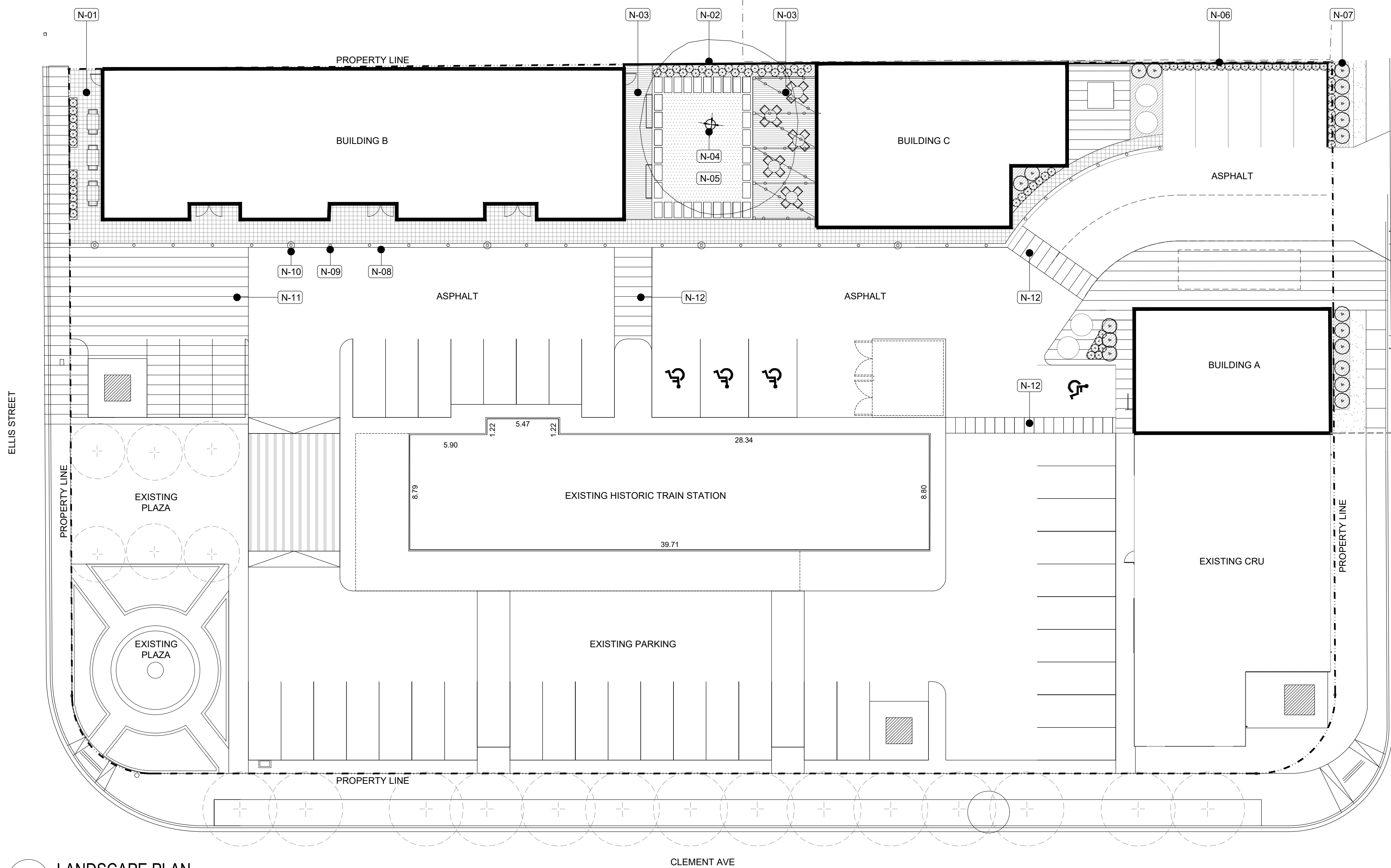
EXTERIOR RENDERS - SHEET 3

DRAWING FILE

PROJECT NO.	DATE	SCALE	DATE	SCALE	DATE	SCALE
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A-306

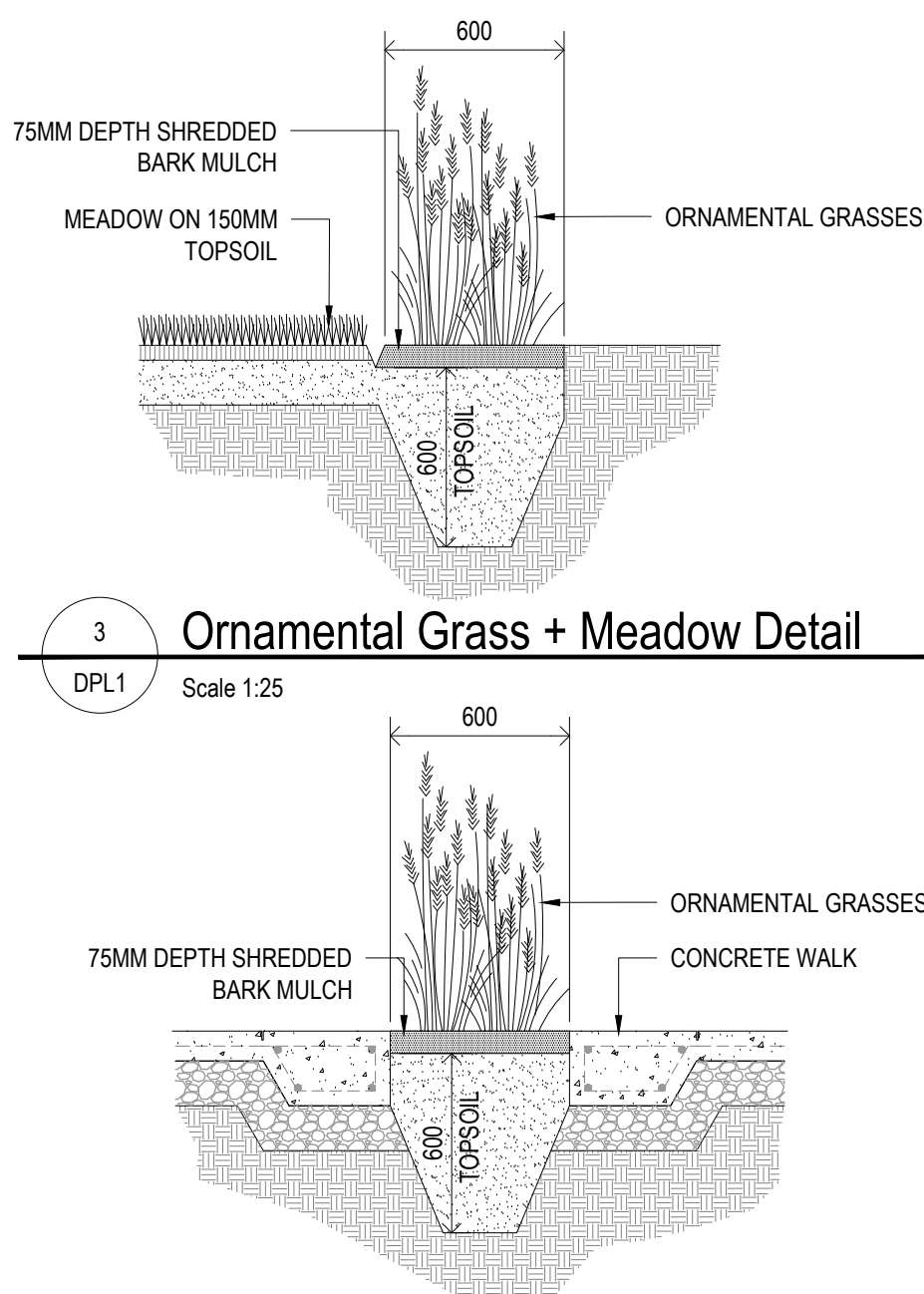




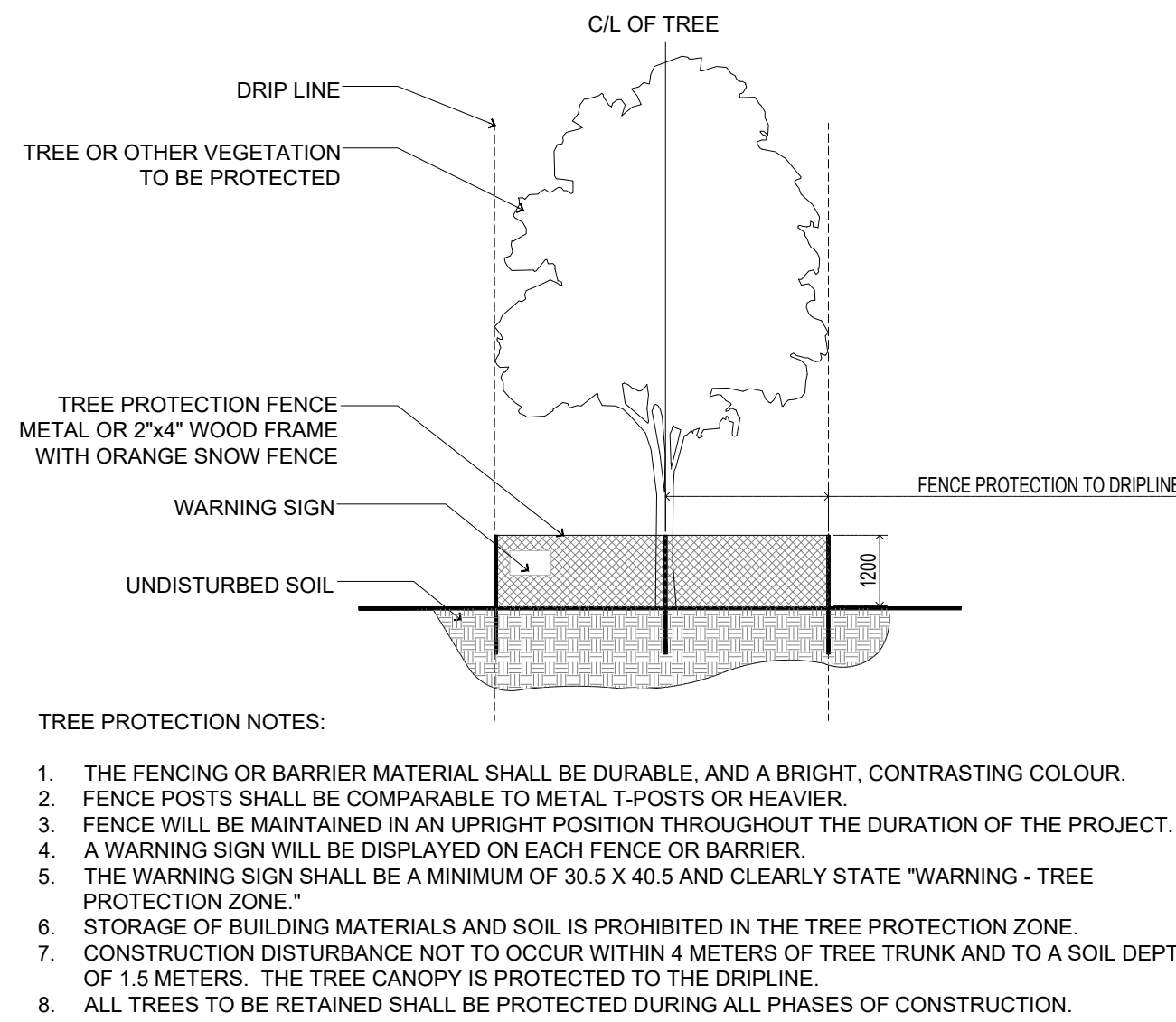
1 LANDSCAPE PLAN  
DPL1 Scale 1:200



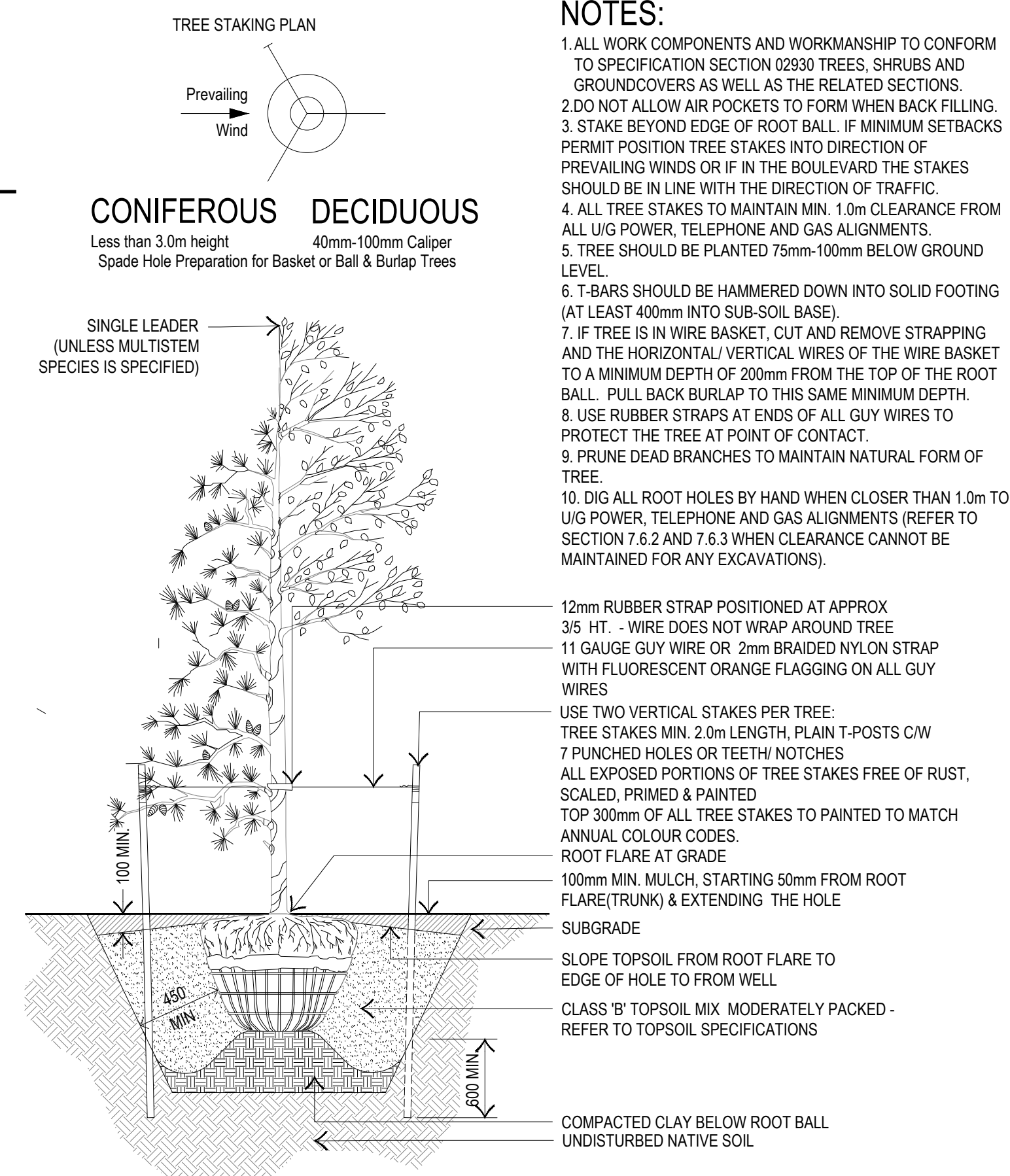
2 Design Precedents + Material Language  
DPL1 Scale 1:25



3 Ornamental Grass Planter  
DPL1 Scale 1:25



4 Tree Protection Detail  
DPL1 NTS



5 Typical Tree Planting Detail  
DPL1 1:25

**LEGEND**  
**SYMBOL**  
MEADOW  
EAGLE LAKE NATURES TURF MATS  
SOD  
MANDERLEY LESS WATER SOD ON 150mm DEPTH TOPSOIL  
MULCH  
SHREDED BARK MULCH  
WOOD DECKING  
YELLOW BALAU  
PERMEABLE PAVERS  
PRECAST PAVER SLABS  
CONCRETE TO MATCH EXISTING TRAIN STATION CROSSINGS/ PLAZA  
TYPICAL BENCH  
TIVOLI CATENARY LIGHTS

**SITE ELEMENTS**  
N-01 ENTRY PLAZA W/ BISTRO TABLES  
N-02 ART WALL  
N-03 WOOD PATIO DECK ON SLEEPERS TO MINIMIZE ROOT DISTURBANCE  
N-04 EXISTING GINKGO TREE TO BE PROTECTED  
N-05 MEADOW W/ CONCRETE PAVER SLAB STEPPING STONES  
N-06 LIGHT SCREEN FENCE W/ GRASS HEDGE  
N-07 BOULEVARD PLANTING AREA  
N-08 FLUSH CONCRETE CURB  
N-09 TYPICAL DECORATIVE BOLLARDS TO DEFINE ROAD EDGE  
N-10 DECORATIVE PEDESTRIAN LIGHT FIXTURE W/ HANGING BASKETS + SPEAKERS  
N-11 ENLARGED CONCRETE CROSSING TO CONTINUE PLAZA WIDTH ACROSS ENTRY  
N-12 FLUSH CONCRETE CROSSINGS TO MATCH EXISTING TRAIN STATION FINISH

**PLANT LIST**

Deciduous Trees	Common Name	Planting Size	Qty
Symbol Scientific Name	Swedish Columnar Aspen	75mm CAL. B&B, Min. 900mm WD X 600mm Depth Root Ball.	11
Pte	Populus tremuloides 'Erecta'		

Grasses	Common Name	Planting Size	Qty
Symbol Scientific Name	Karl Foerster Feather Reed Grass	15cm, #2 pot	84
Kf	Calamagrostis acutifolia 'Karl Foerster'		

**Note:**  
In case of discrepancy between planting plan and plant list quantities shown on plant list shall take precedence.

- GENERAL NOTES**
- ALL LANDSCAPE CONSTRUCTION, INCLUDING ALL HARD AND SOFT LANDSCAPING, TO BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF KELOWNA SPECIFICATIONS OR AS NOTED ON THE DRAWINGS
  - ALL TREES AND SHRUBS TO BE RETAINED SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION
  - ALL PLANT MATERIAL SHALL MEET THE STANDARDS OF THE CANADIAN NURSERY TRADES ASSOCIATION AND BE TRUE TO TYPE AND SPECIES ALL PLANT MATERIAL SHALL BE LOCALLY GROWN ALBERTA NURSERY STOCK
  - ALL PLANT MATERIAL TO BE LOCATED WITHIN MULCHED PLANTING BEDS OR INDIVIDUAL MULCHED TREE WELLS
  - ALL PLANTING BEDS TO HAVE A MIN. 75mm DEPTH BARK MULCH
  - ALL LANDSCAPE AREAS TO BE EQUIPPED WITH AN AUTOMATIC LOW-WATER HIGH EFFICIENCY IRRIGATION SYSTEM.

- NOTES:**
- ALL WORK COMPONENTS AND WORKMANSHIP TO CONFORM TO SPECIFICATION SECTION 02930 TREES, SHRUBS AND GROUNDCOVERS AS WELL AS THE RELATED SECTIONS.
  - DO NOT ALLOW AIR POCKETS TO FORM WHEN BACK FILLING.
  - STAKE BEYOND EDGE OF ROOT BALL. IF MINIMUM SETBACKS PERMIT POSITION TREE STAKES INTO DIRECTION OF PREVAILING WINDS OR IF IN THE BOULEVARD THE STAKES SHOULD BE IN LINE WITH THE DIRECTION OF TRAFFIC.
  - ALL TREE STAKES TO MAINTAIN MIN. 1.0m CLEARANCE FROM ALL U/G POWER, TELEPHONE AND GAS ALIGNMENTS.
  - TREE SHOULD BE PLANTED 75mm-100mm BELOW GROUND LEVEL.
  - T-BARS SHOULD BE HAMMERED DOWN INTO SOLID FOOTING (AT LEAST 400mm INTO SUB-SOIL BASE).
  - IF TREE IS IN WIRE BASKET, CUT AND REMOVE STRAPPING AND THE HORIZONTAL VERTICAL WIRES OF THE WIRE BASKET TO A MINIMUM DEPTH OF 200mm FROM THE TOP OF THE ROOT BALL. PULL BACK BURLAP TO THIS SAME MINIMUM DEPTH.
  - USE RUBBER STRAPS AT ENDS OF ALL GUY WIRES TO PROTECT THE TREE AT POINT OF CONTACT.
  - PRUNE DEAD BRANCHES TO MAINTAIN NATURAL FORM OF TREE.
  - DIG ALL ROOT HOLES BY HAND WHEN CLOSER THAN 1.0m TO U/G POWER, TELEPHONE AND GAS ALIGNMENTS (REFER TO SECTION 7.8.2 AND 7.8.3 WHEN CLEARANCE CANNOT BE MAINTAINED FOR ANY EXCAVATIONS).

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and Planning Ltd

1500 West Georgia Street, Suite 1685  
Vancouver, BC Canada V6G 2Z6  
T 604 683 4145 F 604 683 2827  
www.kasian.com

**SCHEDULE C**  
This forms part of application  
# HRA22-0001  
Planner Initials BC  
City of Kelowna  
DEVELOPMENT PLANNING

REV	2022-10-18	ISSUED FOR DP	
1	2022-10-18	ISSUED FOR DP	
REV	YYYY-MM-DD	REVISION / DRAWING ISSUE	REVIEW

CONSULTANT

PERMIT STAMP

SEAL

REGISTERED MEMBER  
DERON MILLER  
704  
LSCAPE ARCHITECTS  
act 182022

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PROJECT

KELOWNA TRAIN STATION

KELOWNA, BC

DRAWING TITLE

LANDSCAPE PLAN

DRAWING ISSUE

ISSUED FOR DP

PROJECT NO.	PLOT DATE	2022-04-28	DRAWN	Author
230109	SCALE		REVIEWED	Checker


DRAWING NO.

DPL-1

1



# [ SMM ]

<b>SCHEDULE</b>		<b>C</b>
This forms part of application		
# HRA22-0001		
Planner Initials	<b>BC</b>	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

## Kelowna Train Station 1175+1177 Ellis Street | Budget Cost Estimate: On Site Landscape Works

Date: September 25, 2023

Project Name: Kelowna Train Station

Prepared by: Scatliff+ Miller+ Murray inc. [SMM]

### 1.0 Softscape

Item	Description	Qty	Unit	Unit Cost	Total Estimated Cost
1.1	Deciduous Trees - 75mm caliper	11	ea	\$700.00	\$7,700.00
1.2	Ornamental Grasses	84	ea	\$25.00	\$2,100.00
1.3	Sod	24	m2	\$9.00	\$216.00
1.4	Meadow	52	m2	\$90.00	\$4,680.00
1.5	Wood Bark Mulch	66	m2	\$35.00	\$2,310.00
1.6	Topsoil	40	m3	\$50.00	\$2,000.00
1.7	Irrigation	1	ls	\$25000.00	\$25,000.00

**Softscape Sub-total:**

**\$44,006.00**

### 2.0 Hardscape

Item	Description	Qty	Unit	Unit Cost	Total Estimated Cost
2.1	Wood Decking	79	m2	\$300.00	\$23,700.00
2.2	Precast Pavers	32	ea	\$150.00	\$4,800.00
2.3	Permeable Pavers	166	m2	\$235.00	\$39,010.00

**Hardscape Sub-total:**

**\$67,510.00**

### 3.0 Site Furnishings

Item	Description	Qty	Unit	Unit Cost	Total Estimated Cost
3.1	Benches	2	ea	\$3000.00	\$6,000.00
3.2	Bike Racks	3	ea	\$1500.00	\$4,500.00
3.3	Landscape Lighting	1	ls	\$15000.00	\$15,000.00

**Site Furnishings Sub-total:**

**\$25,500.00**

**TOTAL ON SITE LANDSCAPE WORKS:**

**\$137,016.00**

25% of total value


**\$34,254.00**

**GRAND TOTAL ON SITE LANDSCAPE WORKS:**

**\$171,270.00**



[ SMM ]

SCHEDULE		C
This forms part of application		
# HRA22-0001		
Planner Initials	BC	 City of <b>Kelowna</b> DEVELOPMENT PLANNING

We trust you will find the above in order.

Sincerely,

**SCATLIFF+MILLER+MURRAY landscape architects**



Deron Miller Principal BES MLArch BCSLA AALA CSLA




## KELOWNA HERITAGE TRAIN STATION

- R ROOF:**
- R1 - ASPHALT SHINGLES to be replaced with a synthetic cedar shake tile. (ie, Ecostar - Seneca Cedar Shake Tiles)
  - COLOUR to be red
  - R2 - GABLES on the hipped roof to be rehabilitated.
  - R3 - CHIMNEY is generally intact. The top exposed row of brick to be repointed.
  - STUCCO to be repainted colour to match existing.
  - R4 - SWEPT EYEBROW WINDOWS to have the boarding removed and the sash & frames rehabilitated.
- S STUCCO:**
- S1 - Minor repairs required
  - REPAINTED with breathable masonry paint to match existing for reasons of consistency
  - S2 - SOFFIT to be rehabilitated. Finish to match S1.
- B BRICK:**
- B1 - PAINT to be removed to expose the original brick surface. (Initial testing is required to review feasibility)
  - or
  - REPAINTED with breathable masonry paint to match existing for reasons of consistency
- F FIELD STONE:**
- F1 - PAINT to be removed to expose the original stone surface.
- SC STONE COPING:**
- SC1 - PAINT to be removed to expose the original stone surface.
- W WINDOWS:**
- W1 - Where window sashes have been previously removed/replaced; In these locations the pattern of the original sash (ie, Double hung window with transom above) will be re-established, but with a modern window which would include a clear sealed glazing unit; this will provide the thermal performance desired.
  - W2 - Existing original wood windows at the 'bump out' on the north side, all of the west side, and, a few along the south side. At these locations the wood frames and sash are to be rehabilitated, and, a clear sealed unit be installed on the interior face. The cavity between the old single glazing and the new sealed unit will be vented in order to create a rain screen; install two drilled screens/vents on the top and bottom rails.
- RE REINSTATED**
- RE - Window and/or Doors
- D DOORS:**
- D1 - Original wood doors appear to be in reasonable condition. Doors are to be stripped, refinished and reused. Hardware will likely need to be replaced.
- ML MECHANICAL LOUVERS:**
- ML - Potential locations of mechanical louvers. (Intake & Backdraft)
- G GUTTERS/EAVESTROUGH:**
- G - New gutter/eavestrough system to be installed

## PATIO SCREEN (Design and Installation by tenant, approval by landlord)

- 1 WROUGHT IRON SCREENING FENCE
- 2 CULTURED STONE
- 3 PATIO HEATER

<b>SCHEDULE</b>		<b>D</b>
This forms part of application		
# HRA22-0001		
Planner Initials	BC	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE I	ISSUED FOR: HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	9635	DWG REF	N/A
	DWG TITLE	BUILDING ASSESSMENT NOTES		ISSUE DATE	09-10-01	SCALE	N/A
				DRAWN	AC		
				REVIEW	GG		



## DEVELOPMENT INFORMATION:

- 1) HERITAGE ALTERATION PERMIT #  
- TBD (THE CITY OF KELOWNA)
- 2) HERITAGE ALTERATION PERMIT SUBMISSION IS IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS AS PROVIDED BY THE CITY OF KELOWNA:
  - PRE-APPLICATION MEETINGS WITH THE CITY OF KELOWNA
  - HERITAGE REVITALIZATION AGREEMENT
  - NORTH AREA STRUCTURE PLAN
  - CITY OF KELOWNA CONSOLIDATED ZONING BYLAW NO. 8000
- 3) LEGAL ADDRESS:  
- LOT A, D.L. 139, ODYD, PLAN KAP 68238
- 4) MUNICIPAL ADDRESS:  
- 520 CLEMENT AVENUE, KELOWNA, B.C.
- 5) ZONING:  
- I-2 GENERAL INDUSTRIAL  
(TBD - REZONING TO C4lp TOWN CENTRE COMMERCIAL)
- 6) OVERALL SITE AREA  
- 5,218 SQ.M. (56,166 SQ.FT.) OR 1.29 ACRES
- 7) PHASE I - DEVELOPED SITE AREA  
- 1.29 ACRES
- 8) TOTAL EXISTING TREES ON SITE  
- 1 (HERITAGE TREE)

## BUILDING CODE SUMMARY:

- 1) DESIGN & CONSTRUCTION TO BE IN ACCORDANCE WITH:
  - BRITISH COLUMBIA BUILDING CODE 2006
  - DIVISION A (APPENDIX A - HERITAGE BUILDINGS)
- 2) USE AND OCCUPANCY:
  - SINGLE OCCUPANCY
  - GROUP A (ASSEMBLY)
  - DIVISION 2
- 3) OCCUPANT LOAD:
  - 130 PERSONS (DINNING & BEVERAGE)
- 4) FULLY SPRINKLERED:
  - REFER TO DIVISION A (APPENDIX A - HERITAGE BUILDINGS)
- 5) ONE STOREY BUILDING:
- 6) BASIC CONSTRUCTION REQUIREMENTS
  - NONCOMBUSTIBLE CONSTRUCTION
  - ROOF MAY BE OF COMBUSTIBLE CONSTRUCTION  
(PROVIDED THE BUILDING IS SPRINKLERED)
- 7) FIRE SEPARATIONS:
  - 1HR FIRE SEPARATION IS ACCEPTABLE  
(PROVIDED THE BUILDING IS SPRINKLERED)
- 8) EXITING & EGRESS:
  - MAXIMUM TRAVEL DISTANCE TO EXIT - 45M  
(PROVIDED THE BUILDING IS SPRINKLERED)
- 9) BARRIER FREE REQUIREMENTS:
  - AS PER BCBC 3.8.4.5.

## DRAWING LIST:

### ARCHITECTURAL:


A0-00 - COVER SHEET  
A0-01 - PROJECT DATA  
A0-02 - SITE PHOTOS  
A0-03 - SITE SURVEY  
A1-01 - SITE PLAN  
A2-01 - FLOOR PLAN  
A4-01 - ELEVATIONS  
A4-01.1 - GENERAL NOTES

AR-01 - PERSPECTIVE VIEW - SW CORNER  
AR-02 - PERSPECTIVE VIEW - SE CORNER  
AR-03 - PERSPECTIVE VIEW - NE CORNER  
AR-04 - PERSPECTIVE VIEW - NW CORNER  
AR-05 - PERSPECTIVE VIEW - SW CORNER VIGNETTE  
HERITAGE GARDEN AND TRAIN STATION

### LANDSCAPE:

L-0 - LANDSCAPE PLAN RENDERING  
L-1 - LANDSCAPE CONCEPT PLAN  
L-2 - HERITAGE GARDEN (PLANT SPECIES)  
L-3 - PRECEDENT IMAGES

<b>SCHEDULE</b>		<b>D</b>
This forms part of application # HRA22-0001		
Planner Initials	BC	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE I	ISSUED FOR:	HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	9635	DWG REF	N/A
	DWG TITLE	PROJECT DATA			ISSUE DATE	09-10-01	SCALE	N/A
					SCALE	N/A	DWG NO.	A0-01
					DRAWN	AC		
					REVIEW	GG		



SCHEDULE

D

This forms part of application

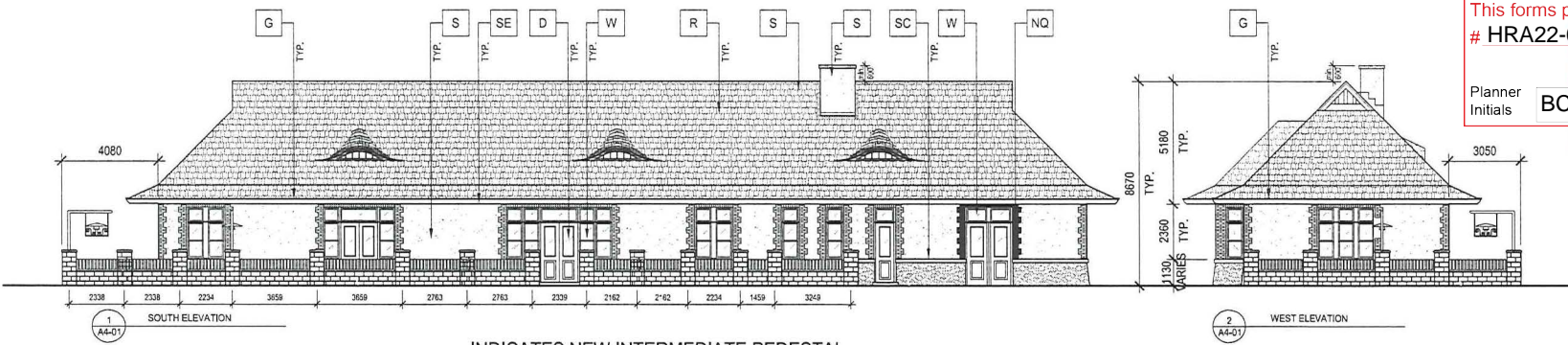
# HRA22-0001

Planner Initials

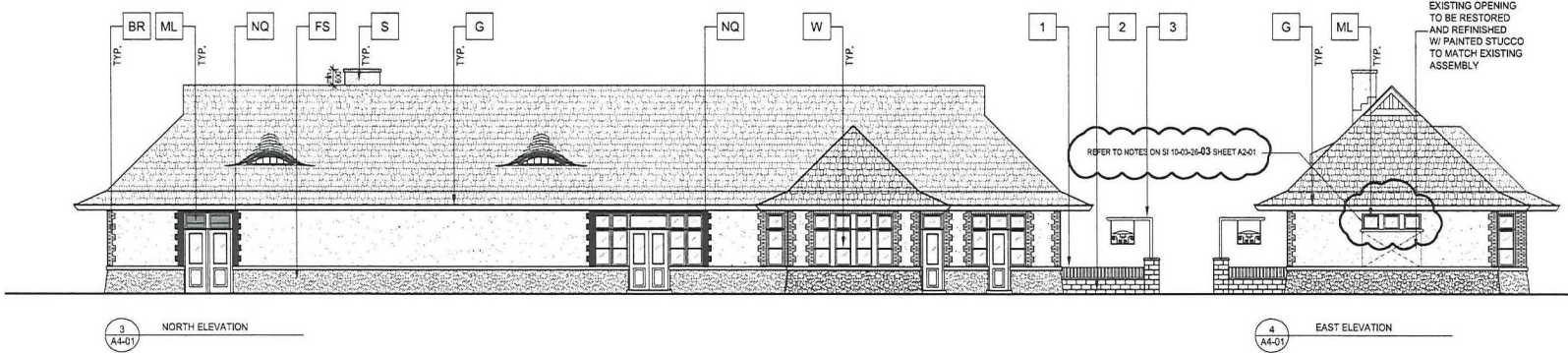
BC

City of Kelowna

DEVELOPMENT PLANNING



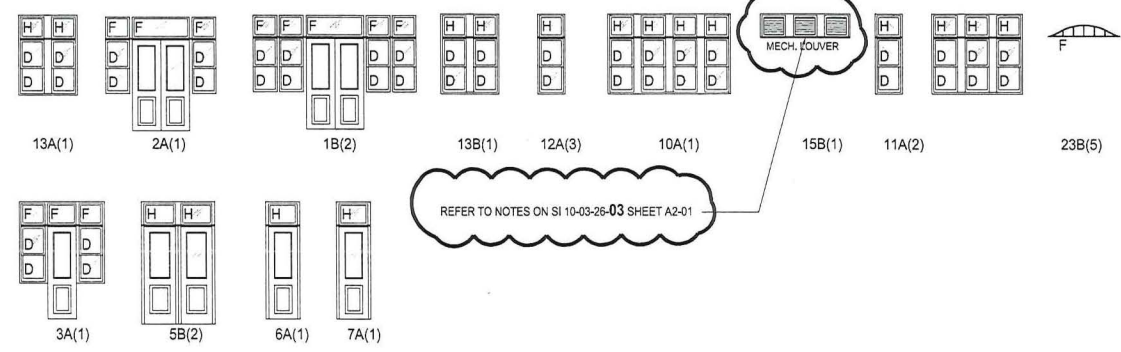
INDICATES NEW INTERMEDIATE PEDESTAL



LEGEND

- R EXISTING ASPHALT SHINGLES TO BE REMOVED & REPLACED WITH NEW SYNTHETIC ROOF TILES
- S STUCCO
- SE STUCCO AT SOFFIT
- BR BRICK
- FS FIELD STONE
- SC STONE COPING
- W WINDOWS (REFER TO WINDOW & DOOR SCHEDULE)
- D DOORS (REFER TO WINDOW & DOOR SCHEDULE)
- ML MECHANICAL LOUVERS
- G GUTTERS EAVESTROUGH & FASCIA
- NQ NEW BRICK CLADDING

- PATIO SCREEN (Design and installation by tenant; approval by landlords)
- 1 WROUGHT IRON SCREENING FENCE
- 2 CULTURED STONE
- 3 PATIO HEATER



WINDOW ASSEMBLY AND DOOR SCHEDULE

- LEGEND
- F= FIXED
- H= HOPPER
- D= DOUBLE HUNG
- A= ORIGINAL FRAME TO BE REUSED
- B= NEW FRAMING TO BE PROVIDED

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PROJECT

KELOWNA HERITAGE TRAIN STATION

PHASE 1-B

DRAWING TITLE

ELEVATIONS

DRAWING ISSUES

KHTS 1b SI 10-03-26-03

PROJECT NO.

9635

PLAT DATE

2010-03-26

SCALE

1:100

DRAWING NO.

A4-01

REVISION



## LEGEND

**SITE AREA**  
APPROXIMATELY 5.210 SQ.M. (56,166 SQ.FT.) OR 1.29 ACRES

**CITY OF KELOWNA**  
CONSOLIDATED ZONING BYLAW NO. 8200

GENERAL NOTES:  
(REFER TO DOCUMENT FOR DETAILS/EXCEPTIONS)

C4b - URBAN CENTRE COMMERCIAL

F.A.R. = 1.0 (COMMERCIAL DEVELOPMENT ONLY)  
F.A.R. = 1.3 (MIXED-USED DEVELOPMENT) = 6,783 SQ.M.


MAXIMUM SITE COVERAGE = 75%  
MAXIMUM HEIGHT = LESSER OF 15.0M OR 4 STOREYS

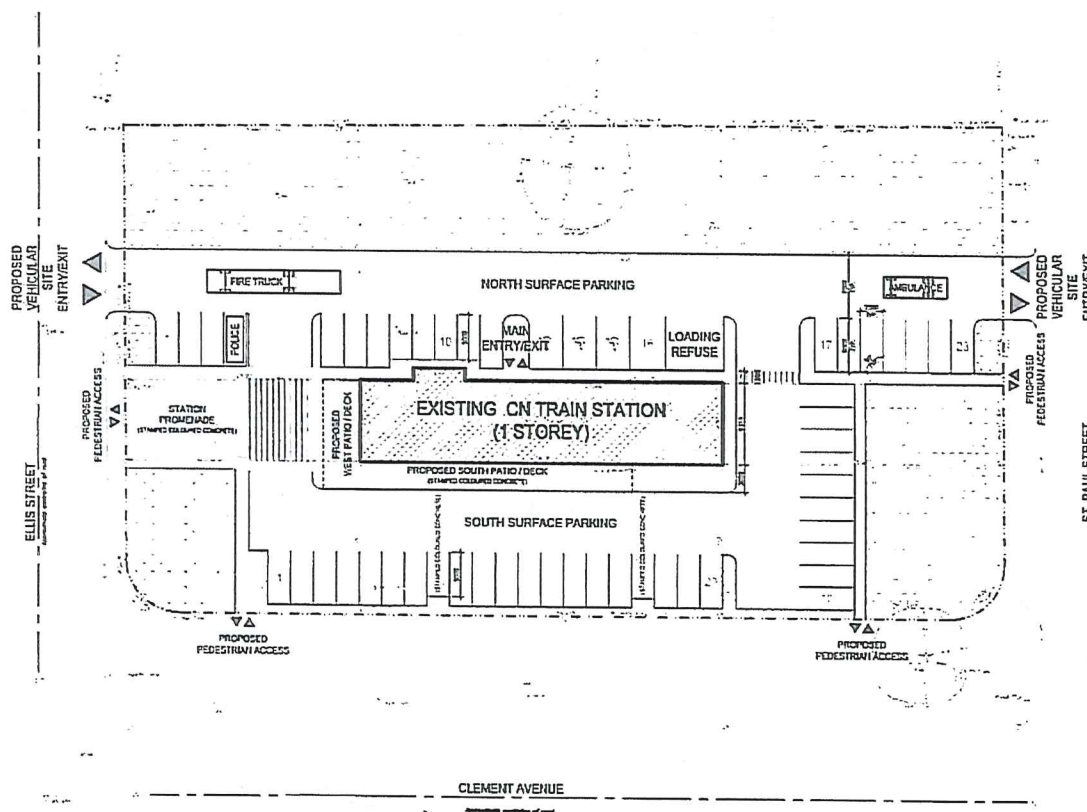
PARKING = 1.75 PARKING STALLS / 100 SQ.M. GFA  
= 4 PARKING STALLS REQUIRED

**SUMMARY** (AS REFLECTED IN THIS CONCEPT SKETCH)  
TOTAL G.F.A. = 356.0 SQ.M. (3,832 SQ.FT.)  
F.A.R. = .068  
SITE COVERAGE 6.8%

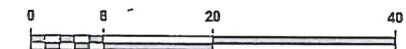
### PARKING & LOADING


**SURFACE**  
24 STALLS (NORTH)  
03 STALLS DISABLED (NORTH)  
26 STALLS (SOUTH)  
53 STALLS TOTAL

-  EXISTING CN TRAIN STATION FOOTPRINT 356.0 SQ.M. (3,832 SQ.FT.)
-  RESERVED FOR HERITAGE GARDEN (REFER TO LANDSCAPE DRAWINGS)
-  LANDSCAPED AREAS (REFER TO LANDSCAPE DRAWINGS)




ALL DIMENSIONS TO BE  
CONFIRMED ON SITE



	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE I		ISSUED FOR:	HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	9635	DWG REF.	N/A
	DWG TITLE	SITE PLAN				ISSUE DATE	09-10-01	SCALE	1:500
						DRAWN	AC	DWG NO.	A1-01
						REVIEW	GG		

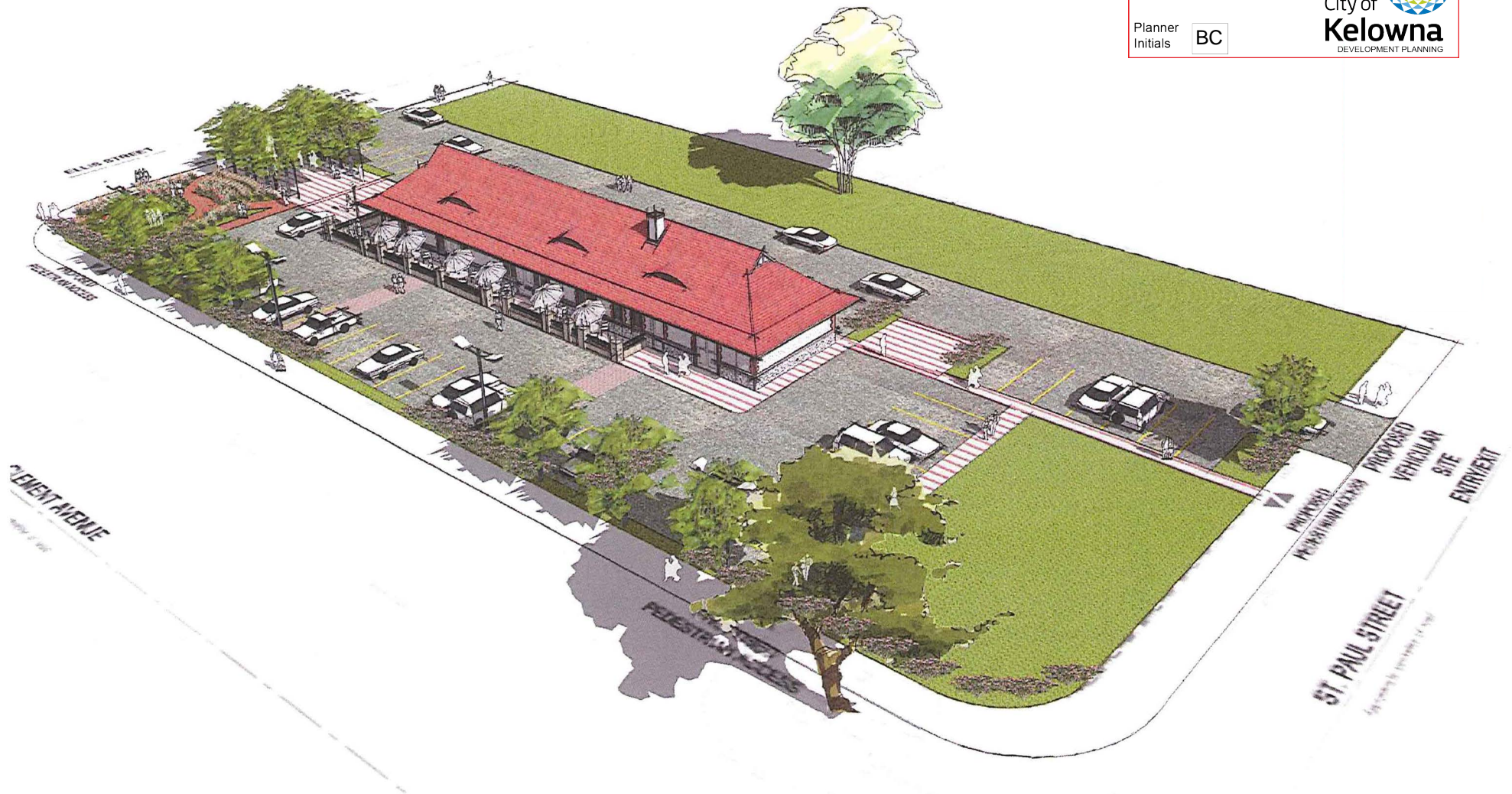





<b>SCHEDULE</b>		<b>D</b>
This forms part of application # HRA22-0001		
Planner Initials	BC	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE I	ISSUED FOR: HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	9635	DWG REF	N/A
	DWG TITLE	VIEW OF SOUTHWEST CORNER VIGNETTE - HERITAGE GARDEN AND TRAIN STATION		ISSUE DATE	09-11-03	SCALE	N/A
				DRAWN	AC	DWG NO.	AR-05
				REVIEW	GG		





	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE I	ISSUED FOR:	HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	9635	DWG REF	N/A
	DWG TITLE	VIEW OF SOUTHEAST CORNER			ISSUE DATE	09-11-03	SCALE	N/A
					DRAWN	AC	DWG NO.	AR-02
					REVIEW	GG		







# SCHEDULE

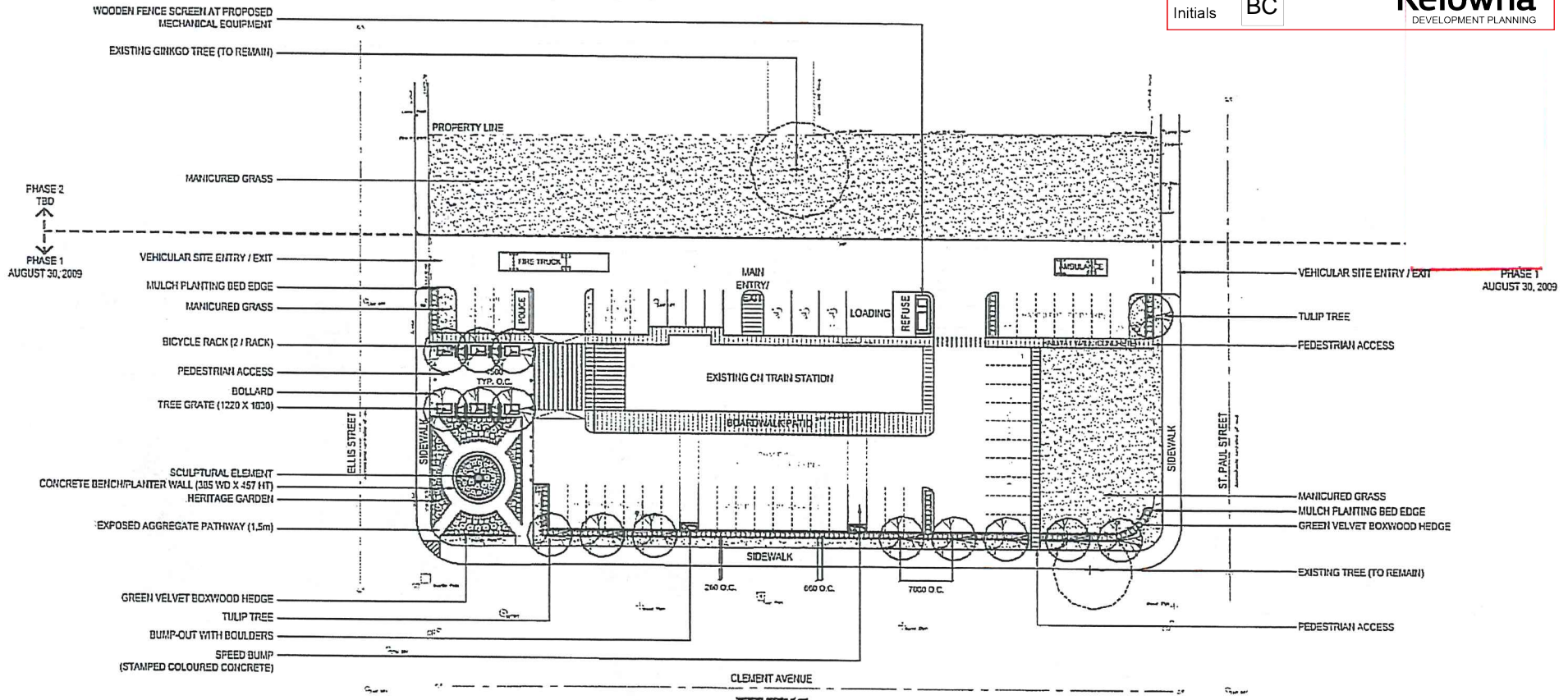
E


This forms part of application  
# HRA22-0001



City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner  
Initials **BC**



	PROJECT	KELOWNA HERITAGE TRAIN STATION - PHASE 1	ISSUED FOR:  HERITAGE ALTERATION PERMIT SUBMISSION	PROJECT NO.	C396	DRG REF	N/A
	DRG TITLE	LANDSCAPE CONCEPT		ISSUE DATE	11/13/2009	DRG NO.	L1
				SCALE	1:500		
				DRAWN	MCQ		
				REVIEW	—		





# SCHEDULE

E

This forms part of application  
# HRA22-0001

Planner  
Initials

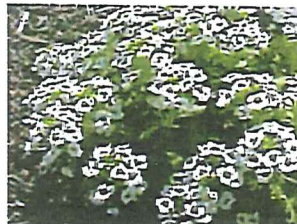
BC



1  
L2  
NTS  
GREEN VELVET BOXWOOD  
(Buxus 'Green Velvet')



2  
L2  
NTS  
TULIP TREE  
(Liliodendron tulipifera)



3  
L2  
NTS  
SWEET ALYSSUM  
(Lobularia maritima)



4  
L2  
NTS  
CHARLES ALBANIEL ROSE  
(Rosa 'Charles Albanel')



5  
L2  
NTS  
GEORGE VANCOUVER ROSE  
(Rosa 'George Vancouver')



6  
L2  
NTS  
MORDEN SUNRISE ROSE  
(Rosa 'Morden Sunrise')



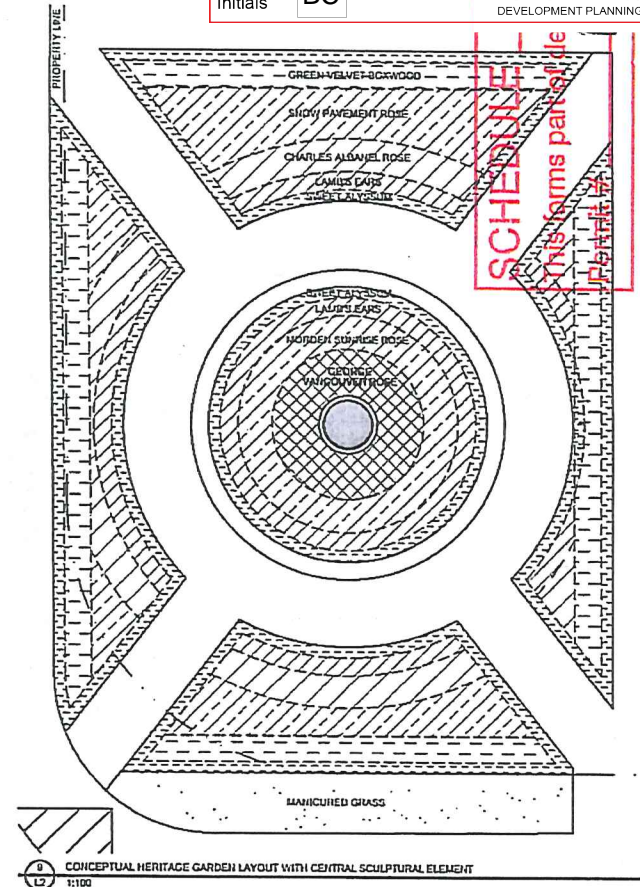
7  
L2  
NTS  
SNOW PAVEMENT ROSE  
(Rosa 'Schneekoppe')



8  
L2  
NTS  
LAMB'S EARS  
(Stachys byzantina)

## PLANT LIST

Deciduous Trees					
Key	Scientific Name	Common Name	Planting Size	Mature Size, Approx.	Qty.
11	Liriodendron tulipifera	Tulip Tree	CLUMP CAL. 8-10, MIN. 100mm W.D. x 400mm Depth Root Ball	24 HT x 8cm W.D.	13
Deciduous Shrubs					
Key	Scientific Name	Common Name	Planting Size	Mature Size, Approx.	Qty.
14	Buxus 'Green Velvet'	Green Velvet Boxwood	MIN. 300x400mm Hx, MIN. 4 major basal stems, Plant Spaced 250mm x 42 cm.	1.25 HT x 1.00m W.D.	228
15	Lamb's Ears	Stachys byzantina	MIN. 12cm	250-300mm HT	1,341
16	Rosa 'Charles Albanel'	Charles Albanel Rose	MIN. 400x400mm Hx, MIN. 4 major basal stems, Plant Spaced 250mm x 42 cm.	8.00 HT x 8.75m W.D.	28
17	Rosa 'George Vancouver'	George Vancouver Rose	MIN. 400x400mm Hx, MIN. 4 major basal stems, Plant Spaced 250mm x 42 cm.	8.00 HT x 1.00m W.D.	24
18	Rosa 'Morden Sunrise'	Morden Sunrise Rose	MIN. 400x400mm Hx, MIN. 4 major basal stems, Plant Spaced 250mm x 42 cm.	7.50 HT x 7.50m W.D.	15
19	Rosa 'Schneekoppe'	Snow Pavement Rose	MIN. 400x400mm Hx, MIN. 4 major basal stems, Plant Spaced 250mm x 42 cm.	1.00 HT x 1.00m W.D.	7
20	Lamb's Ears	Lamb's Ears	MIN. 12cm	300mm HT	34



0  
L2  
CONCEPTUAL HERITAGE GARDEN LAYOUT WITH CENTRAL SCULPTURAL ELEMENT  
1:100



PROJECT

KELOWNA HERITAGE TRAIN STATION - PHASE 1

DWG TITLE

HERITAGE GARDEN

ISSUED FOR:

HERITAGE  
ALTERATION PERMIT  
SUBMISSION

PROJECT NO.

C396

DWG REF

ISSUE DATE

11/13/2009

N/A

SCALE

NTS

DRAWN

MCQ

DWG NO.

L2

REVIEW

---





December 23, 2022



Engineers

Perry Freeman  
Kelowna Train Station Inc.  
c/o INC. NO. BC 0847922  
5711 1st Street SE  
Calgary, AB T2H 1H9  
[perry@commercialrealty.ca](mailto:perry@commercialrealty.ca)

Dear Perry Freeman,

**RE: Heritage Element and Structural Visual Assessment**  
**Kelowna Train Station Pub**  
**1177 Ellis Street, Kelowna, BC**

**RJC No. KEL.104377.0006**

## Introduction

RJC has been commissioned by Kelowna Train Station Inc. as part of a City of Kelowna request to complete a condition assessment of the building structure and select heritage components of the Train Station Pub located at 1177 Ellis St in Kelowna, BC. The purpose of our work is to assess the building to form an opinion of the general condition of the various building components included in the scope of work, evaluate the associated level of maintenance and identify items of concern or factors which may affect building systems maintenance and renewal budgets. RJC's scope of work consisted of the following:

- Review the available building drawings and reports.
- Attend the site to complete a visual review of the building. RJC's site visit was completed by Bret Depner and Michael Blackman on December 13, 2022.
- Discuss the site conditions and any existing areas of concern with the site staff.
- Prepare a condition assessment report detailing observations, conclusions and recommendations.

General photos and observations have been included in Appendix A. Limits of Commission regarding our scope is provided in Appendix B.

## Building History

The Train Station Pub is a one-storey, wood-frame building on a concrete foundation located in the downtown core of Kelowna, BC (Photo 1 and 2). The original date of construction is circa 1926. Wall superstructure is



understood to be conventional wood framing. The main floor over the crawl space is wood-framed with steel upgrade elements. The roof consists of a timber truss system with members of unknown size and configuration. The structure is supported on concrete perimeter stem walls and interior concrete columns, which are presumed to bear on strip and pad footings.

Exterior cladding includes stucco upper walls and stone lower walls with brick features at corners and doors. The roof is covered with shingles.

The building has heritage designation. The heritage items are identified in the Heritage Character and Elements report provided to RJC and are labelled as follows for this letter:

- Roof
- Windows and Doors
- Façade (including stucco, brick masonry and stone veneers)
- Landscape (not in RJC's review scope)

The City also requested a review of the subject building with regard to heritage values and past significance of the site and existing buildings but this is outside of our current scope of engagement.

From discussions with staff on site, there was a recent roof leak from a fastener penetration. RJC has been advised by staff on site that this has been repaired by a local contractor.

## Observation of the Structure

RJC was granted access to the crawlspace to review the foundation and floor structural assembly. The majority of the superstructure, including wall and roof framing, is covered by finishes and cannot be directly observed. Following are RJC's observations from the accessible areas of the building foundation and superstructure:

- Foundation
  - The building foundation wall consists of concrete of unknown thickness with a 2x6 wood build out on the interior side of the wall. The build out is located at the east end of the crawlspace and is not continuous around the entire foundation wall (Photo 3).
  - There is a mud slab of unknown thickness in the crawlspace. The crawlspace mud slab contained minor cracks (Photo 4). RJC is of the opinion that these cracks are not structurally significant.





- Main Floor
  - The floor system consists of 2x10 floor joists spaced at 16" o/c. Some floor joists were sistered with additional 2x10 joists (Photo 5), presumably during prior renovation work. The floor joists are embedded into the concrete foundation wall at one end and are bearing on 8" wide x 11" deep rough-sawn timber beams at the other end. The beams are bearing on concrete columns (Photo 6).
  - Structural steel C-channels have been fastened to most of the timber beams supporting the floor. It appears that these have been installed after original construction to increase the load capacity of these members (Photo 7).
  - There are localized signs of moisture staining and deterioration on the joists and beams below the bathroom at the north end of the building (Photo 8) and the bar (Photo 9). There is a vent and a drain located at the bar and bathroom, respectively. Floor framing at both locations does not appear to be deteriorated to a point of structural concern. Plans should be developed to monitor and maintain these locations.
- Superstructure
  - Visible portions of the existing roof trusses appeared to be in good condition (Photo 10).
  - The wall systems appeared to consist of 2x studs at unknown spacing. No exploratory recesses were performed to confirm the size or spacing of the studs, however the wall appeared to be in good condition.
  - Based on review of interior and exterior finishes RJC found no indication of structural distress or deterioration in the existing building superstructure.

## Observations of the Heritage Items

As noted above the reviewed heritage items consisted of the roof, window and doors, and the facade (stucco, brick, stone veneer). A summary of our findings are below:

- The roof appeared to be in good condition other than minor curling of the shingles (Photo 11).
- The windows and doors appeared to be in good condition other than chips and peeling of the paint on the units and the trim (Photo 12). Trim had become detached at one window in the room that accesses the crawlspace (Photo 13). These are maintenance items and should be included in future maintenance plans.
- The exterior stucco is generally in good condition other than minor marks and staining (Photo 14).



## Recommendations

As noted in our observations, RJC found no indications of distress in the existing base-building structure. In general, recommendations are for maintenance purposes and are summarized as follows:

- Periodic monitoring of the progression of the water damage in the crawlspace below the bar vent and the north bathroom drain.
- Paint touch-ups and/or trim repairs at multiple doors and windows.
- Replacement of curling roof shingles.
- General cleaning of the stucco to remove the dirt and stains.

## Closing

This report was prepared for Kelowna Train Station Inc. It is not for the use or benefit of, nor may it be relied upon, by any other person or entity, without written permission of RJC. Refer to Appendix B for additional Limits of Commission.

We trust the information contained within this report satisfies your current requirements. Should you have any comments, questions or concerns, please contact the undersigned. We remain available to review and discuss findings and future action.

Yours truly,

READ JONES CHRISTOFFERSEN LTD.



Bret Depner, EIT  
Design Engineer



EGBC Permit to Practice number: 1002503  
Michael Blackman, BASc, P.Eng., LEED® AP BD+C, FEC  
Principal

BJD/vml

Appendix A – Photos and Observations  
Appendix B – Limits of Commission



ATTACHMENT A	
This forms part of application	
# HRA22-0001	
Planner Initials	BC
City of <b>Kelowna</b> DEVELOPMENT PLANNING	





Engineers

## APPENDIX A

### PHOTOS AND OBSERVATIONS



PHOTOS	
Description	Photo
<p>December 13, 2022</p> <p>General overview of western end of the north elevation.</p>	 <p>Photo 1</p>
<p>December 13, 2022</p> <p>General overview of eastern end of the north elevation.</p>	 <p>Photo 2</p>



December 13, 2022

2x6 stud wall build out on the interior of the concrete foundation wall.



Photo 3

December 13, 2022

Crack in the mud slab.

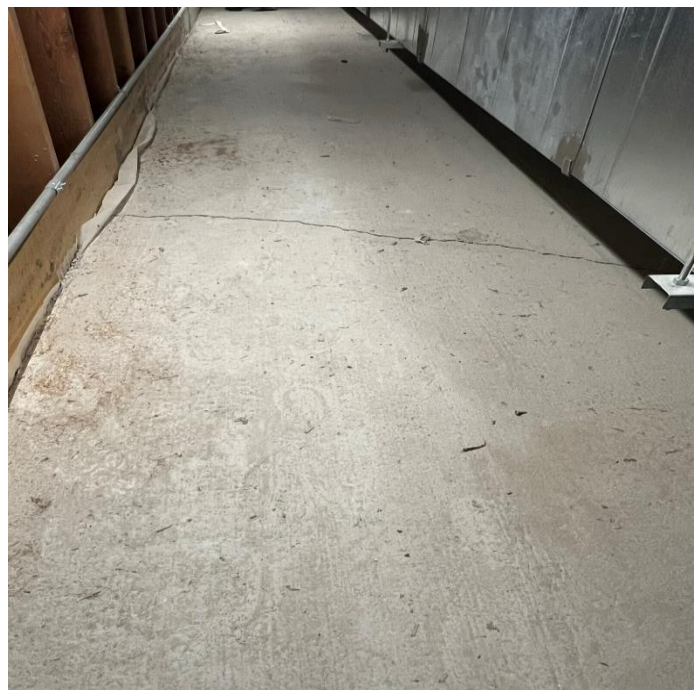


Photo 4



December 13, 2022

Overview of the original 2x10 joists sistered with additional 2x10 joists.

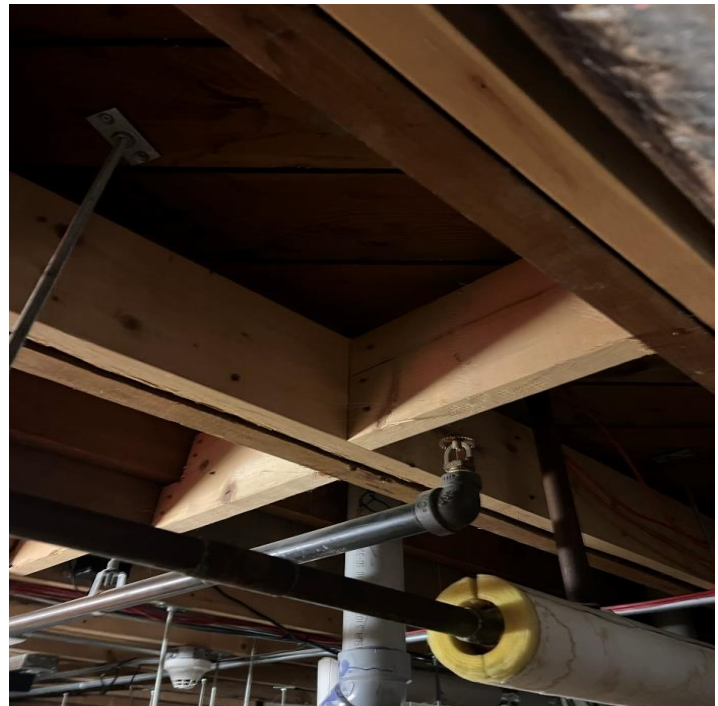


Photo 5

December 13, 2022

Overview of the beams bearing on concrete columns.



Photo 6



December 13, 2022

Metal C-channel installed after original construction.



Photo 7

December 13, 2022

Moisture staining in floor joists below washroom. Concrete cut-out in original foundation wall.

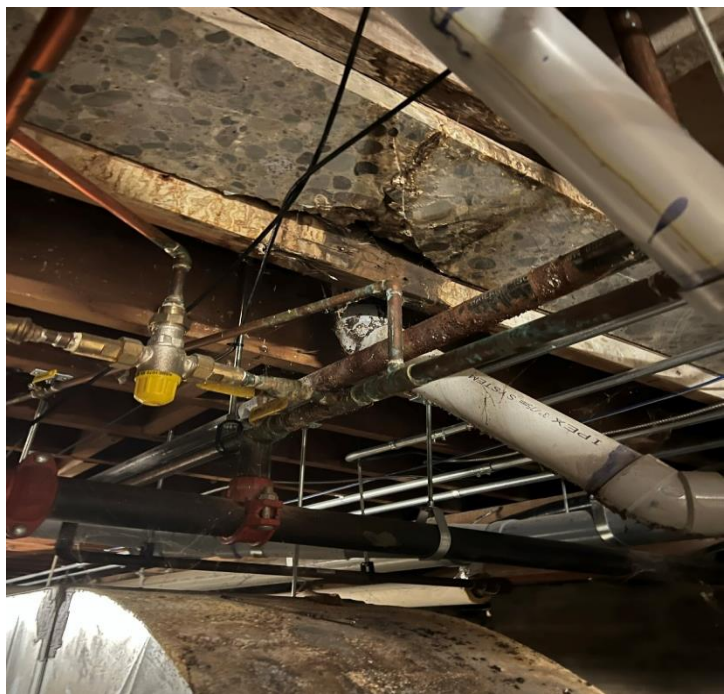


Photo 8



December 13, 2022

Moisture staining in joists and floorboard near vent location below the bar.

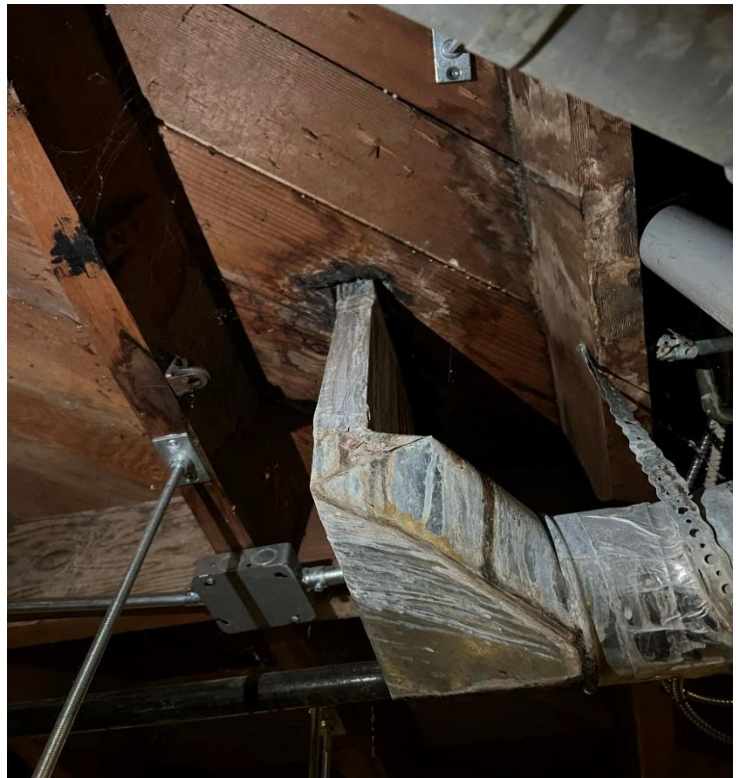


Photo 9

December 13, 2022

Overview of exposed roof trusses.



Photo 10



December 13, 2022

Curling shingles on the east end of the south elevation.



Photo 11

December 13, 2022

Peeling of paint and chips in the door on the south elevation.



Photo 12



December 13, 2022

Detachment of the window trim on the interior of the window in the room that accesses the crawlspace.



Photo 13

December 13, 2022

Dirt and staining on the stucco.



Photo 14



<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# HRA22-0001		
Planner Initials	BC	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>



Engineers

## APPENDIX B

### LIMITS OF COMMISSION



Kelowna Trains Station Inc. recognizes that special risks occur whenever engineering or related disciplines are applied to identify hidden elements or portions of a building. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a repair program. For similar reasons actual conditions that the design professional properly inferred to exist between examined conditions may differ significantly from those that actually exist.

Kelowna Trains Station Inc. realizes that nothing can be done to eliminate these risks altogether. As a result, we cannot guarantee the accuracy of opinions of probable cost and shall assume no liability where the probable costs are exceeded.

Kelowna Trains Station Inc. recognizes that RJC does not have expertise in the identification of, or health risks associated with, mould, mildew or other fungi and therefore cannot provide an opinion as to the extent to which these substances exist in the building or the associated potential health risks to building occupants. Neither RJC, nor any company with which it is affiliated, nor any of their respective directors, employees, agents, servants or representatives shall in any way be liable for any claim, whether in contract or in tort including negligence, arising out of or relating in any way to mould, mildew or other fungus, or other hazardous materials, including the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, or removal, or the actual or alleged failure to detect mould, mildew or other fungus, or other hazardous materials.

This report has been prepared in accordance with generally accepted engineering practices. No other warranties, expressed or implied, are made as to the professional services provided under the terms of our contract and included in this report. A detailed review of the structural system, including seismic restraint, was not included in the scope of work.

Review of mechanical, electrical, and fire safety systems, and means of egress were also beyond RJC's scope of work.

Services performed and outlined in this report were based, in part, upon visual observations of the site and attendant structure. Our opinion cannot be extended to portions of the site that were not reviewed or situations reasonably beyond the control of RJC. If unexpected conditions are encountered at the site, RJC must be notified in order that we may determine if modifications to the conclusions presented here are necessary. Any conclusions, recommendations, or opinions of probable cost presented in this report were determined from the limited information available from random testing and visual inspections.





RJC prepared this report for the use of Kelowna Trains Station Inc. who will share the report with City of Kelowna. The material in it reflects RJC's judgement in light of information available to RJC at the time of preparation. Any use that a third party makes of this report, or any reliance or decisions to be based on it, is the responsibility of such third party as a result of decisions made or actions based on this report.



# Canadian National Railways Station Railway Garden and Plaza Heritage Assessment

1177 Ellis Street, Kelowna BC

February 2023



Cover Photo courtesy of Team Construction Management Limited

Prepared by:

**VDZ + A**

Landscape Architecture | Civil Engineering | Urban Forestry

Vancouver | Fort Langley | Kelowna

302 - 1150 Sunset Drive  
Kelowna, BC V1Y 9Z5



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This forms part of application # HRA22-0001		
Planner Initials	BC	 City of <b>Kelowna</b> DEVELOPMENT PLANNING

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# INTRODUCTION & HISTORY

ATTACHMENT B

This forms part of application

# HRA22-0001

Planner  
Initials BC



City of  
**Kelowna**  
DEVELOPMENT PLANNING

## Introduction

The purpose of this report is to document the existing condition of the landscape heritage assets at the Canadian National Railways Station property, located at 1177 Ellis Street in Kelowna, BC. This report, alongside a report for the existing heritage building (Train Station Pub, formerly CN Station) and a Gingko Tree, record the condition of the heritage assets of this site. This will be included with a Development Permit submission for the redevelopment of the site.

This report will include a brief description of the history of the Station, garden and plaza; photographically document the current condition of the landscape elements, and provide recommendations for repair and protection during the course of construction.

## History

The Canadian National Railways Station (CN Station) represents the first and only rail link that integrated Kelowna into the provincial and national rail transportation networks. It is one of only two buildings from the original Canadian Pacific rail yards that remains today.

The station was built in 1926 of stucco and fieldstone and was a key element in the switch from Kelowna's economy being through water-based to land-based access.

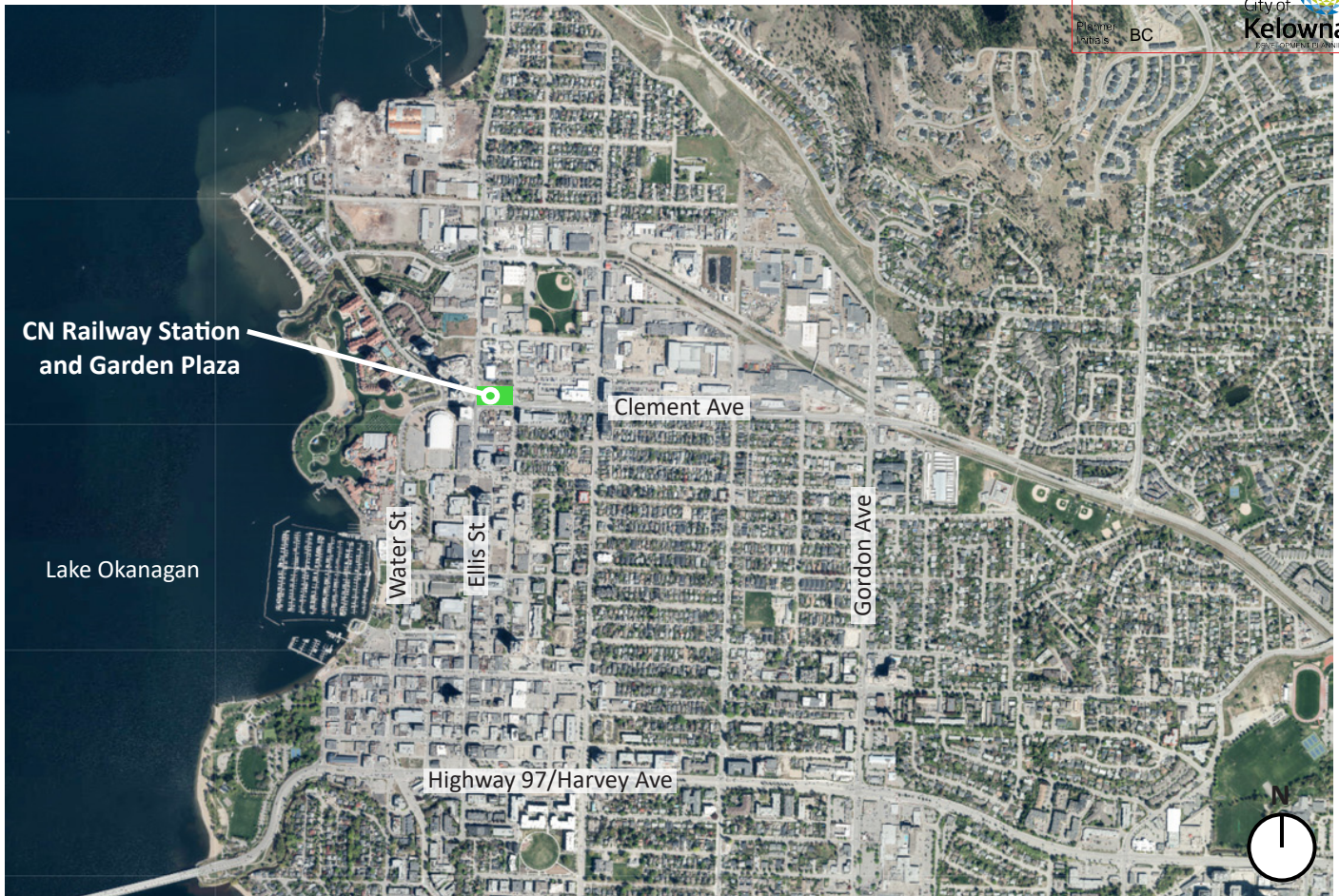
In 2012, the station was renovated and revitalized, turning into the popular Train Station Pub. At this time, a small garden and public plaza was built at the Southwest corner of the site, which included a sculpture named The Conductor, by Ken Curley, to commemorate the role of the railway in the economic development of Kelowna.

The garden includes evergreen, decorative shrub and perennial plantings, centered around a raised planter with the sculpture. The plaza includes seating with small tree plantings and bicycle racks, incorporating stamped concrete paving emulating the brick utilized on the building itself.

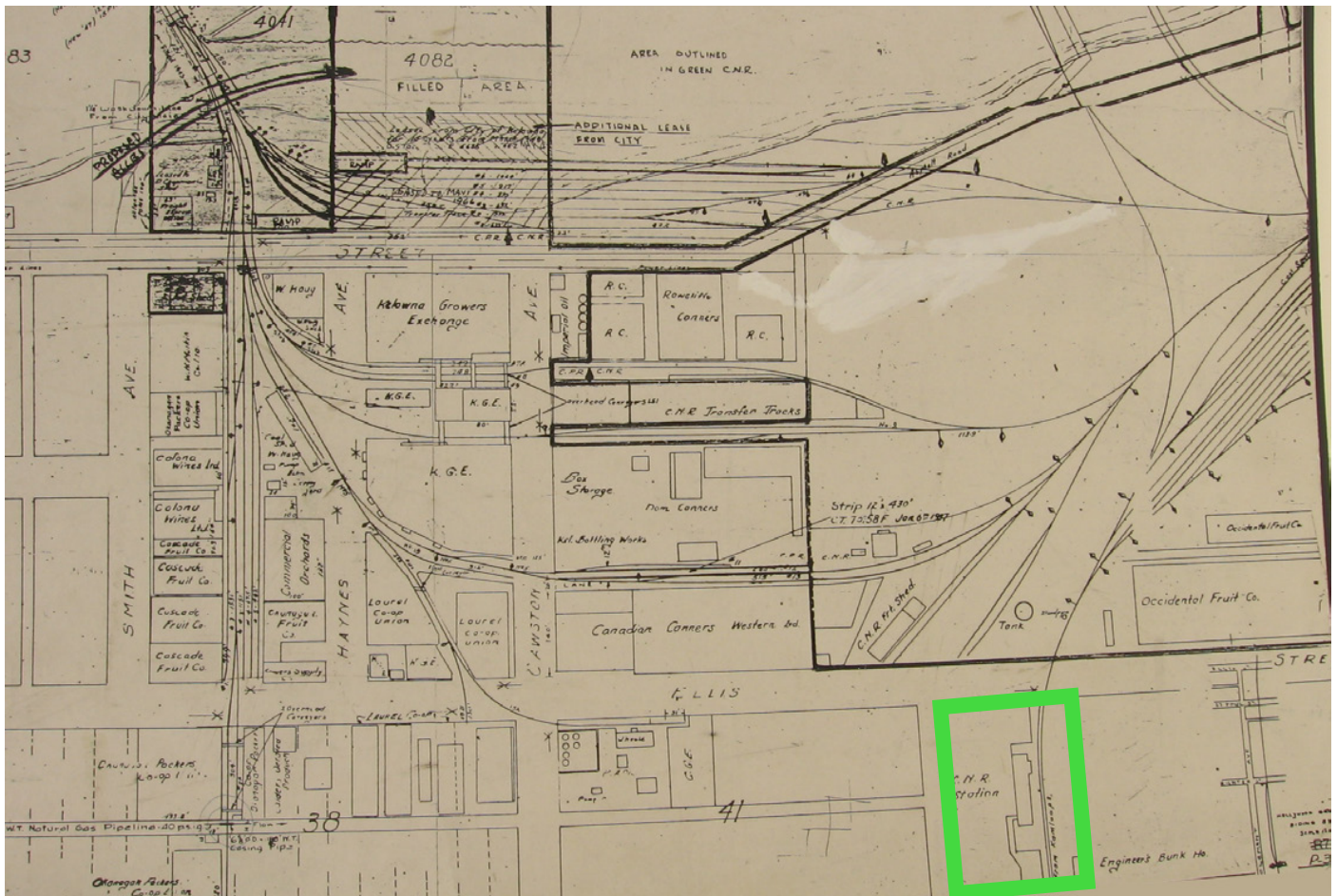


Aerial photograph of the rail yards in 1957. The CN station can be seen at the right side of the image, near the bottom, courtesy of Jim and Jeremy Spurway via okanagan.net



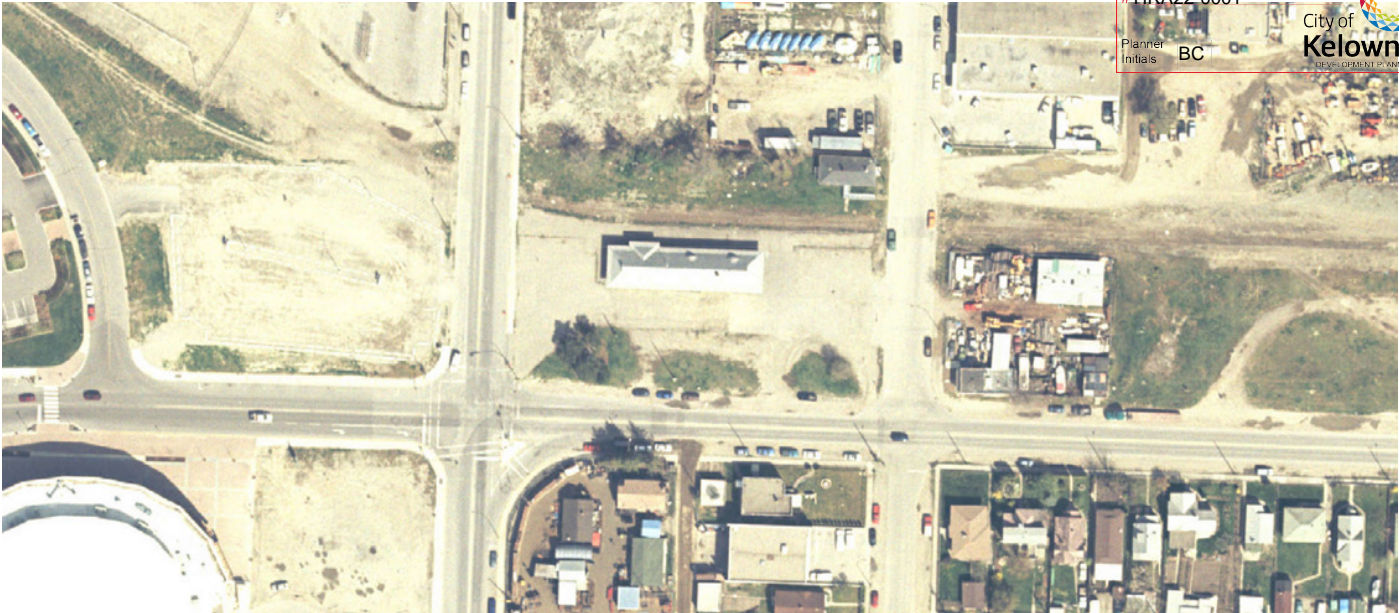


Context and Location Map, aerial courtesy of City of Kelowna

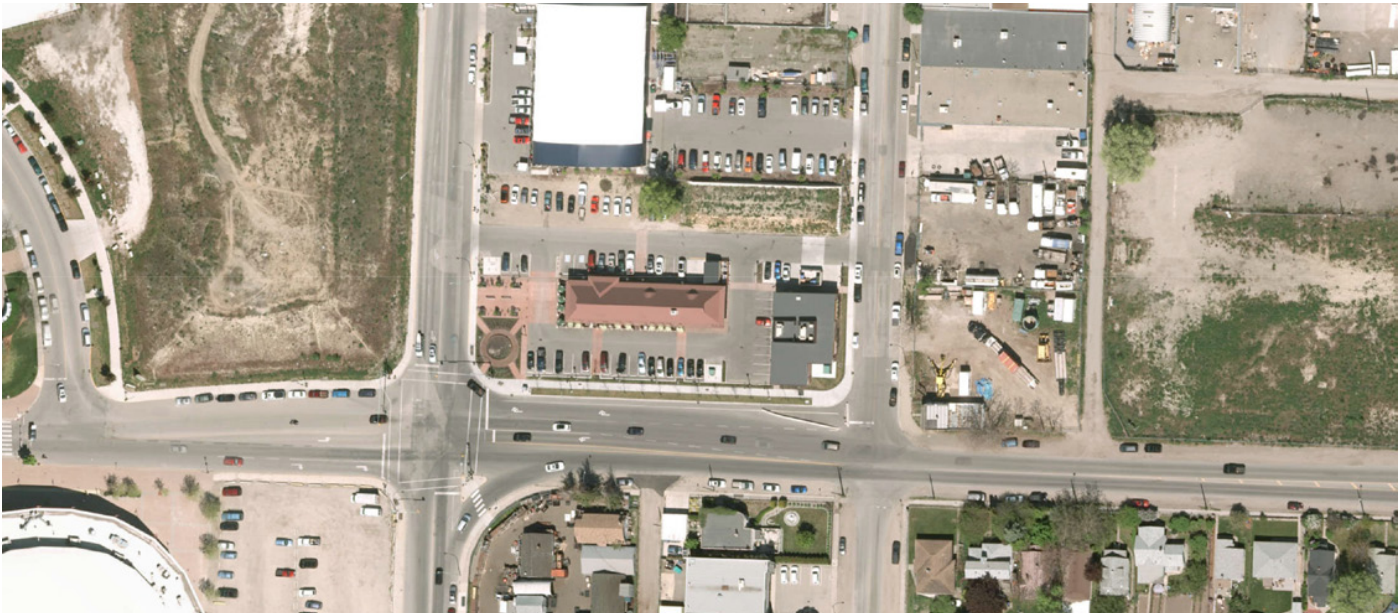


Map of the Canadian Pacific Rail Yard in 1960 with CN Railway Station at bottom right, courtesy of Jim and Jeremy Spurway via okanagan.net

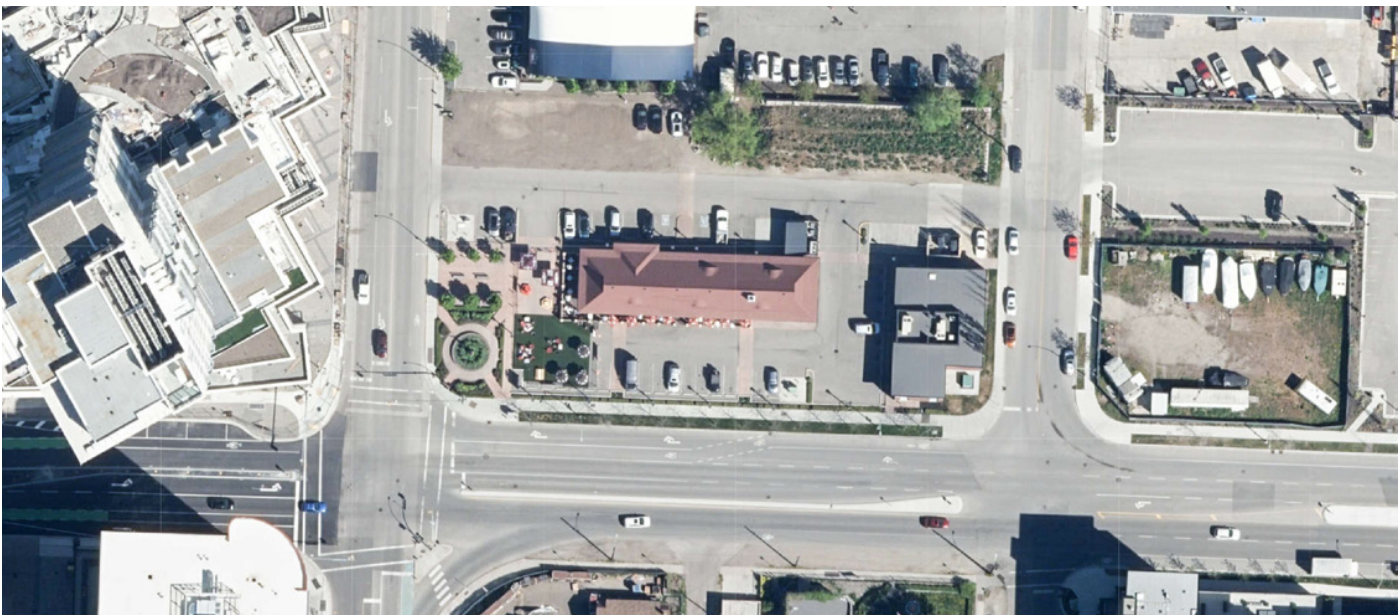




Aerial photograph of the site in 2000, courtesy of City of Kelowna



Aerial photograph of the site in 2012, courtesy of City of Kelowna



Aerial photograph of the site in 2021, courtesy of City of Kelowna



# ASSESSMENT & IMAGERY OF THE GARDEN

<b>ATTACHMENT</b>		<b>B</b>
This forms part of application		
# HRA22-0001		
Planner Initials	BC	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>

## Assessment

The garden sits at the corner of Clement Avenue and Ellis Street (figure 1) and includes perennial and shrub plantings, feature boulders, a circular raised concrete planter with a sculpture feature of The Conductor (figure 2), four stamped concrete access walkways, and a textured concrete circular path. There are feature boulders within the planting areas and uprights for the sculpture.

Generally, the garden appears to be in good condition. At the time of the site visit (mid-February, 2023), some foliage was visible on the perennial Lamb's Ear plantings (figure 5), and decorative rose hips were visible on both types of roses (figure 3). The boxwood looked green and healthy (figure 3). Plant density appeared good, with only a few small gaps in the boxwood hedge along the perimeter (figure 4 & 6).

Some irrigation lines were visible, exposed above the soil, and there appeared to be no mulch remaining within the planting beds (figure 8 & 9). A few of the irrigation valve boxes were missing lids and a substantial amount of garbage was noted within the planting beds at the time of inspection (figure 10).

The circular raised planter was in fair condition, with some minor cracking, scratches, and cone tie holes from normal aging of the plaza (figures 11-13). Some graffiti was noticeable on the edges of the planter (figure 14).

The sculpture appeared to be good condition with uprights visible and working in the early morning.

The stamped concrete paving has a red brick finish to complement that found on the station building. Only a couple tiny cracks were visible, likely from expansion and contraction of the material through the winter seasons, but do not pose structural or public safety hazards (figures 14 & 15). Some salt damage was visible at the East side of the garden, where a pathways connects North-South from Clement Avenue to the Train Station pub, next to an asphalt parking area (figure 16). Some fading of the red colour has occurred over the years due to sun exposure.

The textured circular concrete path around the raised planter/sculpture feature appeared in excellent condition, with a single surface crack visible.

### Comparison with Original Plans

The constructed plaza is very similar to the original plans.

There are a few changes, noted below:

- Some plantings appear to be missing, notably the perennial groundcover plantings of Sweet Alyssum.
- There are two types of stamped, coloured concrete paving in the garden, where the plans showed only a single type.
- Feature boulders have been incorporated into the garden space, where none were shown on the plans.



# Context Map

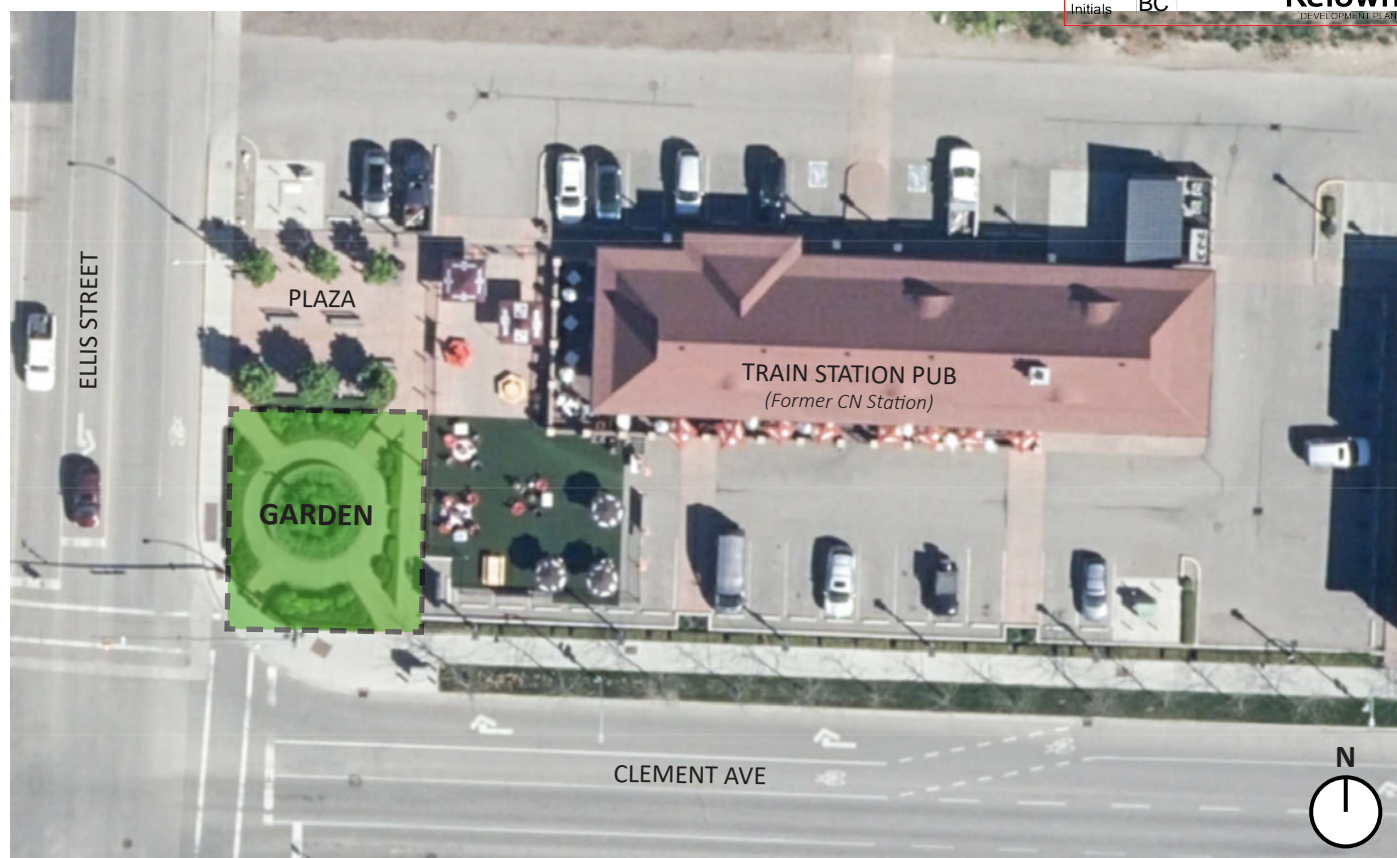


Figure 1: Aerial View of Garden space, courtesy of City of Kelowna

## Imagery



Figure 2: View of the garden area from the corner entrance at the intersection of Clement Avenue & Ellis Street





Figure 3: Decorative rose hips visible on rose plantings



Figure 4: Healthy green boxwood hedge and dense rose plantings



Figure 5: Dense cover of perennial Lamb's Ear plantings at base of roses in raised planter feature



Figure 6: Small gaps in Boxwood hedge at eastern edge of garden



Figure 7: Feature boulder in landscape bed.





Figure 8: Exposed irrigation lines visible in planting bed at Northwest corner.



Figure 9: Exposed irrigation line visible in raised planter near uplight.



Figure 10: Irrigation valve box missing lid and garbage behind roses in North planting bed. Another valve box was missing a lid in the southwest planting bed.



Figure 11: Cracking and scratches along top edge of raised planter



Figure 12: Holes in wall of raised planter





Figure 13: Additional cracking along wall of raised planter



Figure 14: Graffiti on raised planter



Figure 15: Cracking of stamped concrete paving along edge of municipal sidewalk at Southeast corner of garden, off Clement Avenue



Figure 16: Small crack in surface of stamped concrete paving

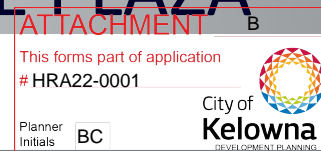


Figure 17: Salt damage along East pathway bordering asphalt parking area



# ASSESSMENT & IMAGERY OF THE PLAZA

## Assessment



### Site Inspection Summary

The plaza is sited North of the garden along the West side of the property and connects Ellis Street to the Train Station building (figure 18). It includes a variety of site furnishings, light standards, bicycle racks, benches, bollards, a waste receptacle, and tree plantings with tree grates. The surface is constructed of the same stamped red brick concrete paving as the garden, with a timber boardwalk stamp along the far North end of the plaza, along the parking stalls (figure 19).

Generally, the plaza appears to be in good condition. At the time of the site visit (mid-February, 2023), no foliage was visible on the tree plantings. Some moss was visible on the tree trunk, but the trees appeared healthy with no visible broken or cracked branches. The tree grates were in excellent condition.

The site furnishings were in good condition and were firmly bolted to the concrete surfacing. There were some signs of wear and damage on the timber slats of the benches, such as small chips in the wood and minor checking (figure 20 - 22).

The bicycle racks and bollards had some signs of weathering of the recycled plastic components. There were some minor scuffs and other aesthetic impurities, but otherwise were in good condition (figure 23 & 24).

Light standards were all in good condition and working at the time of inspection.

The waste receptacle has some chipping of the powdercoat surfacing along the inner rim and top surface, from normal use. It was otherwise in good condition (figure 25).

The stamped red brick concrete paving was in good condition, with some fade in colour over the years due to weather and sun exposure, similar to that of the garden area. There still appeared to be positive drainage across the plaza, with no visible low spots (figure 26). There was some additional wear of the surface near the Northeast most tree planting, where the surface was darkened (figure 27). Minor cracks were visible in a few places, but do not pose structural or public safety hazards (figure 28).

The stamped timber boardwalk concrete paving was in good condition.

### Comparison with Original Plans

The constructed plaza is very similar to the original plans.

There are a few changes, noted below:

- Additional bicycle racks from what was shown in the plans; sixteen installed compared to eight on the plans
- The benches are in a slightly different layout, with two located in the centre of the plaza, but the overall quantity is the same
- The stamped concrete was noted on the plans to be a grey tone, but is red. The installed colour matches nicely with the materials of the building.
- The bollards along the east side of the plaza are in a slightly different layout than the plans, which may have been a result of revised barrier curb locations.



## Context Map



Figure 18: Aerial View of Plaza space, courtesy of City of Kelowna

## Imagery



Figure 19: View of the plaza area from Ellis Street





Figure 20: Chip damage on timber backrest top slat of bench



Figure 21: Chip damage on front of timber bench slat



Figure 22: Timber checking on rear bench slat



Figure 23: Scuffing and wear on bike rack posts



Figure 24: Chipping of powdercoat along rim of waste receptacle





Figure 25: Positive drainage on plaza surface with no visible low points



Figure 26: Darkening on stamped concrete paving



Figure 27: Small crack in surface of stamped concrete paving



Figure 28: Salt damage along East side of plaza



Figure 29: Plaza tree plantings which appear to be in good condition



# RECOMMENDATIONS

## Recommendations for Repair and/or Replacement

### Soft Landscape Elements

Based on a review of the original plans for the garden, some plant material, most specifically the Sweet Alyssum plantings appear to be missing. While there are noticeable empty areas in the planting beds along the perimeter of hardscapes, the existing shrubbery may grow into this space in the summer months. Additional groundcover plantings could be incorporated, however, these may compete with the existing rose plantings. It is recommended that at a minimum, all planting beds be cleaned up through a top dressing of 25-50mm depth of wood mulch.

Exposed irrigation lines should be re-buried and additional stakes added to hold these in place. Mulch, as noted above, should then be added to the planting areas. Locking lids should be replaced for the two irrigation valve boxes which do not these. Consider adding lockable lids for remaining valve boxes, as required.

General site cleanup, such as removal of garbage and leaf debris should occur prior to additional wood mulch being placed.

### Raised Planter

The visible linear cracking within the walls of the raised planter may be a result of the rebar spacing and lack of control joints installed during construction. There is little that can likely be done to fix this.

Regarding the various cracking and/or holes where cone ties were used in construction of the planter, there are two possible recommendations for the treatment of these. The first would be to remove cracked concrete and patch with new concrete. It is likely that patches may result in similar cracking in the future. Another option would be to break out all concrete from the cone ties locations and re-finish the entire planter wall with a sand blast. This will create a consistent look across the planter, but may come with a higher cost. Either option would be an acceptable sand blast the entire planter wall.

Graffiti on the raised planter walls should be removed. Consider applying an anti-graffiti stain to the wall.

### Hardscape Elements

The cracking of the stamped brick finish concrete paving is superficial and does not require attention.

The fading of the stamped brick finish concrete paving is

a normal result of weathering and could be considered to reflect the rustic and heritage style of the property. If desired, a stain or acid wash, with a top could be applied to the surface to renew the colour.

It is recommended that the entire stamped plaza and garden pathway system be pressure washed to remove dirt and darkened spots and restore consistency in the colour. This should occur in Spring once there is less sand and salt around.

Regarding the salt damage or spalling, a densifying sealer could be applied to preserve the stamped surface and increase longevity. A contractor would need to be hired to specify and apply an appropriate sealer for this particular application.

### Site Furnishings

All items of note for the site furnishings are a result of normal wear and tear in this type of public application. These are aesthetic items only which do not affect the function or structure of the furnishings.

Recommendations are listed below:

- An overcoat or pain could be applied to the waste receptacle where powdercoating has chipped. A paint contractor would need to be hired to specify and apply the appropriate product for re-coating.
- Bench boards could be replaced with an IPE wood, which may grey to a similar colour over time.
- Pressure washing or general cleaning of the bicycle racks could remove scuffs and other stains.

## Protection During Construction

All elements of the garden and plaza should be protected during the course of construction of any new developments on the site. Temporary construction fencing should be installed along the perimeter of the heritage assets along the interface of construction. No construction materials should be stored within these areas.

If any existing site elements are damaged during construction, these should be repaired to their condition prior to the start of construction.





# Tree Preservation Plan

**Site:**

**The Train Station Pub**  
1177 Ellis Street  
Kelowna, BC V1Y 1Z5

**Prepared for:**

**Okanagan Commercial Realty Corp.**  
106-546 Leon Avenue  
Kelowna, BC V1Y 6J6

**Prepared by:**

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Associate Consulting Arborist  
ISA Board Certified Master Arborist #PN-8202BT  
ISA Tree Risk Assessment Qualified  
ISA Certified Tree Worker Specialist



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## Background

In December 2022, Okanagan Commercial Realty Corp (OCRC) contacted Bartlett Tree Experts (Bartlett or BTE) regarding the condition of a heritage tree and the measures required to protect the tree during a proposed redevelopment project. The proposed scope of work includes the following:

- Construction of a new building 'A' to the north of the existing Metro Liquor Train station building
- Construction of a new building 'B' at the northwest corner of the lot, west of the heritage tree
- Construction of a new building 'C' at the north side of the lot, east of the heritage tree
- Installation of 'wood patio deck of sleepers'
- Installation of an art wall to the north of the tree
- Installation of a 'meadow with concrete paver slab stepping stones' within the drip line of the tree
- Resurfacing of the existing parking lot

The City of Kelowna (City or COK) requires the contractor to consult with an arborist in order to carry out the necessary development. Arborist Representative Mike Parsons visited the site on February 01, 2023 to assess the tree. Associate Consulting Arborist Adela Parlesak prepared this report.

## Purpose

The intended purpose of this report is to provide information on the condition of the tree, its suitability for retention and the measures required to protect any retained trees during the proposed construction project.

## Limits of the Assignment

Information regarding the trees included in this report was obtained from:

- the physical inventory conducted by BTE
- an email from OCRC:
  - KTS DP DRAWING SET-LANDSCAPE SET.pdf

A visual inspection was performed of the single heritage tree identified as tree #1.

Data collected in the field included species, diameter at breast height (DBH measured at 1.4m), approximate height, canopy radius, and the overall tree condition. The Critical Root Zone (CRZ) radii was determined using the *Best Management Practices* and the Tree Protection Distance Table in Appendix IV.



The weather conditions were overcast with a light dusting of snow at the time of the assessment. This tree inventory was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this preservation plan.

All recommendations made in this report are based on our interpretation of the plans provided and our email communication with the client. **A review of the project and the management recommendations of the trees may need to be modified if the scope of work and/or project details are revised.**

## Tree Protection and Management

A single heritage ginkgo (*Ginkgo biloba*) tree located at the north side of the property was included in this inventory. The tree is to be protected during the proposed construction project. Overall the tree is in good condition. There are some structural issues which can be addressed through pruning, such as removing stubs from previously failed limbs, and reducing end weight of over-extended branches.

The species has a relatively good tolerance to construction activities. The City of Kelowna establishes a critical root zone as diameter at breast height (DBH) divided by 166. This would be  $660\text{mm} / 166 = 3.98\text{m}$ . The *Best Management Practices* guidelines recommend a Tree Protection Zone (TPZ) multiplication factor of 8 for a mature tree, with high tolerance. This would work out to  $66\text{cm} \times 8 = 528\text{cm}$  or  $5.28\text{m}$ .

The minimum required protection distance is  $3.98\text{m}$ , while the recommended protection distance is  $5.28\text{m}$  from the centre of stem radially to minimize negative impacts which can be incurred during the proposed construction project.

## Effects of construction on trees

Tree root systems are generally confined to the uppermost meter of the soil profile. Construction activities can cause profound changes to the area surrounding a tree's root system. Access traffic, storage of materials, grading, and trenching can result in soil compaction, crushing or severing of roots, injury to aboveground portions (trunk and branches), and drainage changes.

Cutting of roots reduces a tree's ability to supply itself with water and nutrients necessary to produce the sugars and carbohydrates necessary for sustaining life. Compaction of the soil reduces air pockets in the soil and makes it more difficult for roots to grow through it. It also slows or even prevents drainage of irrigation or storm water, which can result in excessively wet conditions, leading to root rot. Breakage and injury to a tree's trunk and



branches reduce its aesthetic value, but more importantly, can leave entry points for pests and diseases.

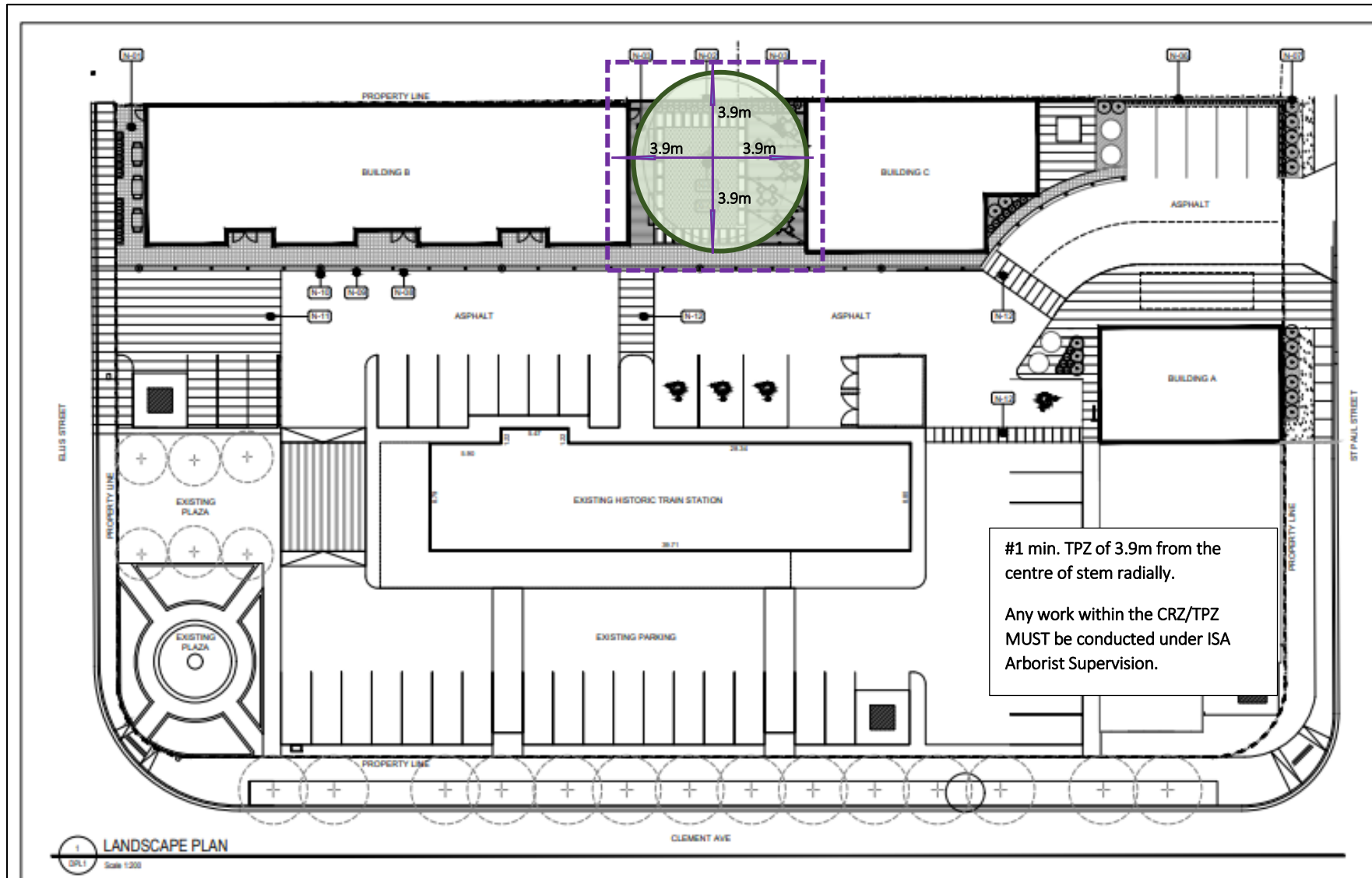
The issues above often do not appear immediately after the area surrounding a tree has been disturbed. It can be years after the project has been completed that stress signs become apparent. Reduced growth, changes in color or leaf size, branch dieback, or even tree death can follow large disturbances.

## Recommendations

1. Implement a preconstruction soil care regimen to optimize soil condition and help mitigate negative impacts.
2. Prune to reduce end weight of over-extended branches as necessary to avoid breakage
3. Any clearance pruning required to accommodate the new development, and/or during construction shall be conducted by an ISA Certified Arborist (or equivalent) not construction personnel.
4. Coordinate the pruning schedule to take place within a month of the project start date. This will ensure enough clearance is provided prior to tree canopy regrowth.
5. Establish the tree protection fence prior to the start of any construction activities.
6. Any disturbance within the CRZ/TPZ/TPF including but not limited to demolition, construction, grading, trenching, and/or landscaping is to be conducted under ISA Certified Arborist (or equivalent) to monitor the impacts within the critical root zone, and potential root damage.
7. Maintain all scopes of work and construction activities, including landscaping outside of the established critical root zone/ tree protection zone.
8. Implement a post construction soil care such as a root invigoration program to help decompact soil, supplement nutrients, and improve soil porosity to promote root growth.

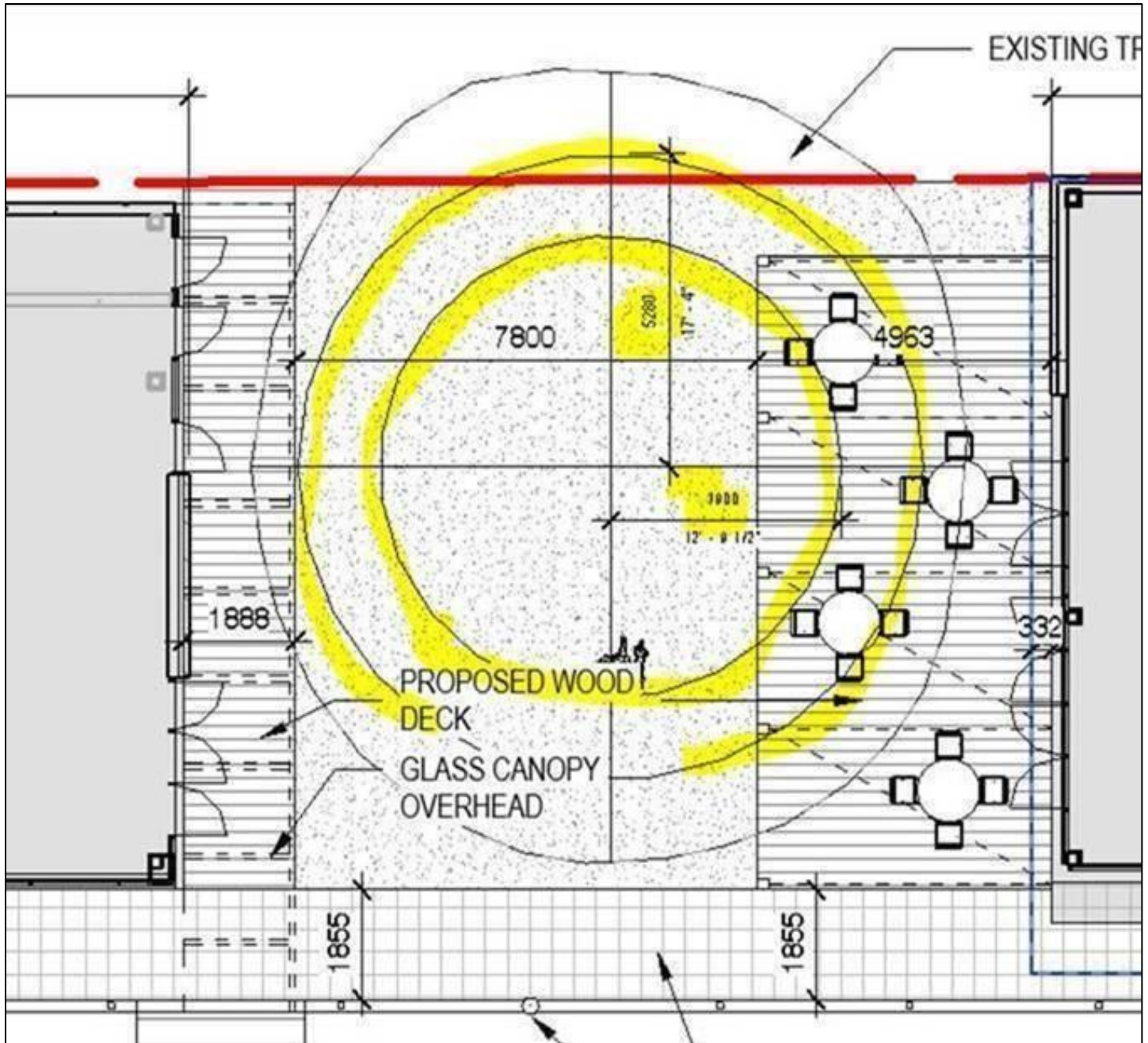


## Appendix I – Site Plans



Proposed scope of work area, approximate tree location, and TPF layout (not to scale)





TPZ layout to scale.



## Appendix II – Tree Details

Tree ID	Species	DBH <sup>1</sup> cm	Height m	Canopy Radius m	Condition Class <sup>2</sup>	Relative Tolerance	Observations/ Comments	CRZ/ TPF <sup>3</sup> m	Recommendations
1	Ginkgo ( <i>Ginkgo biloba</i> )	66	13.3	4	Good	Good- Moderate	Co-dominant stems with an included bark union Wounds from previously failed limbs	3.9	Retain and Protect Prune-clearance Extend the TPF to 5.28m to increase the protection zone. Have an ISA Certified Arborist supervise all work within the CRZ/TPF

<sup>1</sup> DBH- Diameter at Breast Height measured at 1.4m above ground.

<sup>2</sup> Condition Class:

Dead

Poor- Most of the canopy displays dieback and undesirable leaf colour, inappropriate leaf size or inadequate new growth.

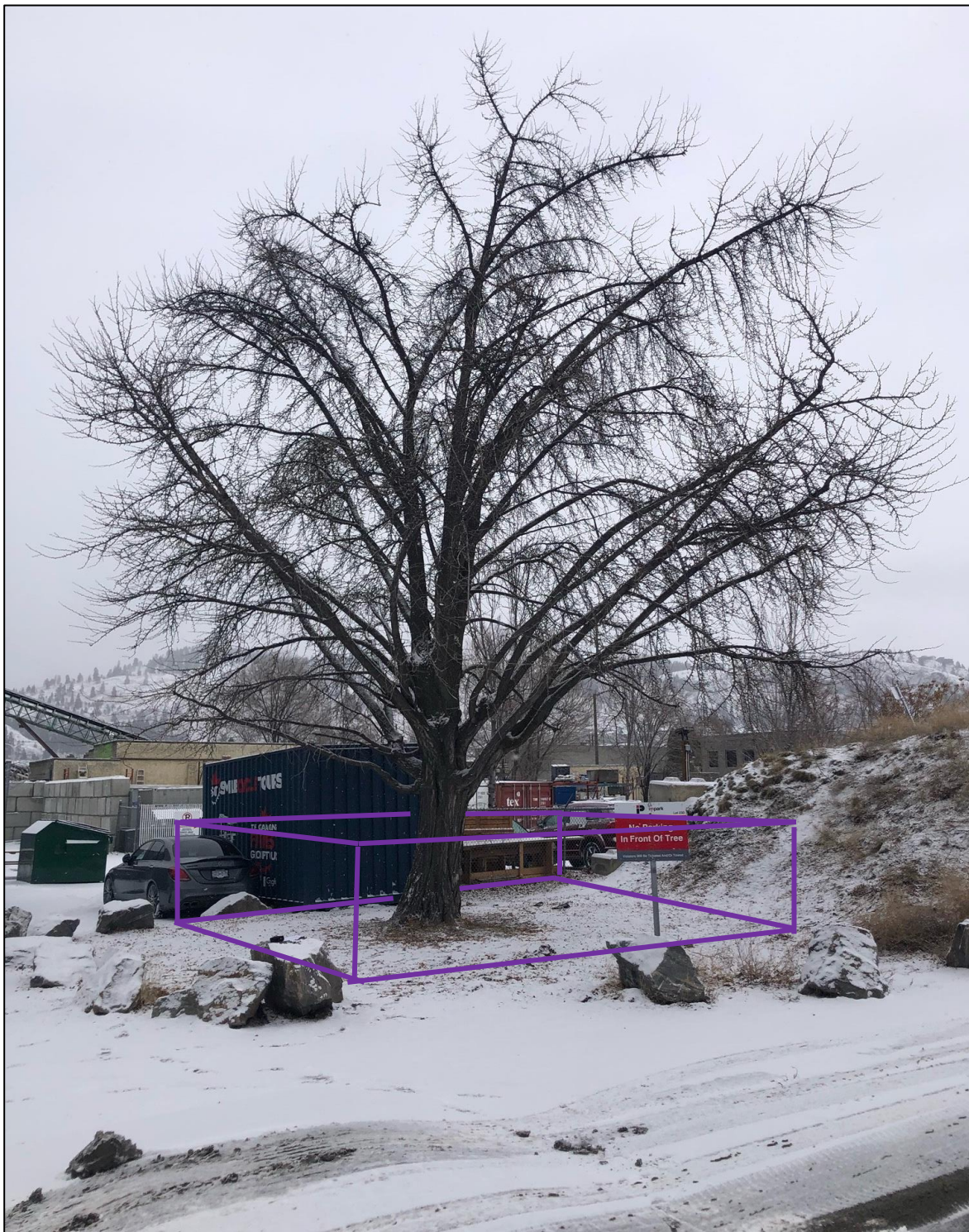
Fair- Parts of the canopy display undesirable leaf colour, inappropriate leaf size, or inadequate new growth.

Good- Tree health and condition are acceptable.

<sup>3</sup> CRZ/TPZ-critical root zone/tree protection zone-tree protection fence distance from the centre of the stem, measurements are based on the *Best Management Practices* and *ANSI A300 Part 5* standards for managing trees during constructions, calculated at 6 to 18 times the DBH relative to species tolerance to construction and maturity.



## Appendix III – Photographs



Tree #1 heritage gingko to be protected. Approximate layout of the TPF (not to scale), min. 3.9m (5.28m recommended) from the centre of stem radially.





Canopy view, showing stubs from previously failed limbs



## Appendix IV – City of Kelowna Tree Protection Bylaw

### Bylaw No. 8041

#### Schedule A SCHEDULE A Tree Protection Zone Installation Standards

##### PURPOSE

Tree Protection Zones involve barriers placed around trees for the prevention of damage to tree trunks, branches, and roots by any construction activities/operations.

##### REQUIREMENTS

1. Barriers are to be installed prior to any demolition, excavation, or construction on site.
2. Barriers must remain upright and in place throughout the entire construction process.
3. No incursions inside or against the Tree Protection Zone are to occur, including, but not limited to: garbage/debris storage, material or equipment storage, porta-potties, soil piling, fill or grade changes, surface treatments or excavations of any kind, equipment fueling or chemical mixing, etc.

##### SPECIFICATIONS FOR CONSTRUCTION

- Barriers should be a maximum of 1.2 m (~4') in height.
- At minimum, 2"x 4" construction lumber to be used for vertical posts, top and bottom rails and cross bracing (in an "X"); round, un-treated vertical posts may be used with a minimum diameter of 9 cm.
- Spacing between vertical posts to be no further apart than 3.7 m (12') on center.
- Structure must be sturdy with vertical posts driven firmly into the ground. • Barrier must be continuous mesh screening (e.g. orange snow fencing).
- The distance of the barrier from the tree trunk must be determined by a qualified person (arborist) based on the drip line and tree diameter, using table below:

Trunk Diameter (DBH measured in mm or inches)	Critical Root Zone (minimum distance of fence from trunk)
200 mm / 7.9"	1.2 m
250 mm / 9.8"	1.5 m
300 mm / 11.8"	1.8m
350 mm / 13.8"	2.1m
400 mm / 15.7"	2.4m
450 mm / 17.7"	2.7m
500 mm / 19.7"	3.0m
550 mm / 21.7"	3.3m
600 mm / 23.6"	3.6m
750 mm / 29.5"	4.5m
900 mm / 35.4"	5.4m
1000 mm / 39.4"	6.0m
Minimum Critical Root Zone Calculation: divide DBH (mm) by 166 Example: 800 mm divided by 166 = 4.8 m minimum distance from trunk	

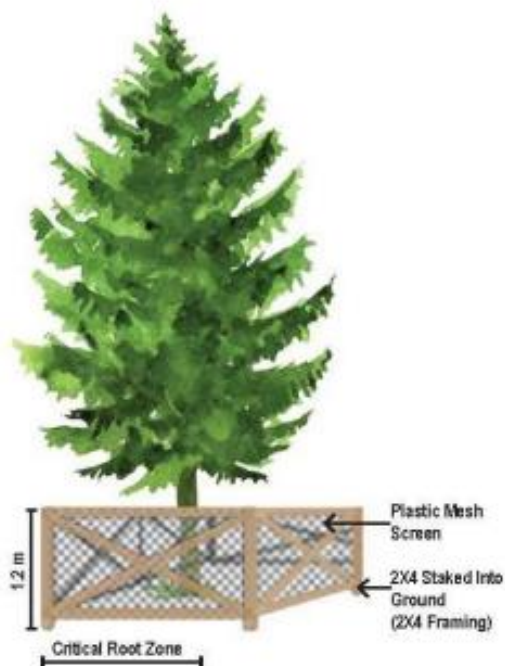


Consolidated Bylaw No. 8041 – Page 11.

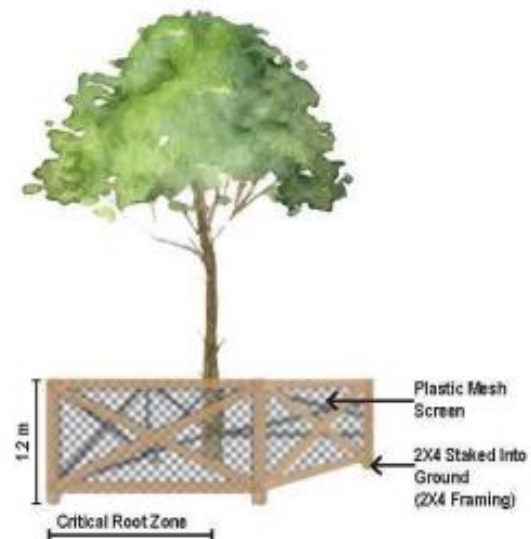
- Visible signage must be posted advising that encroachment inside the protected area is forbidden. Signage to be posted on at least two sides (weather-proof, 11"x17" minimum size). Sign must read:

**NO ENTRY**  
**Tree Protection Zone**  
 If barrier has fallen over report immediately for repair  
 Phone: (xxx) xxx-xxxx

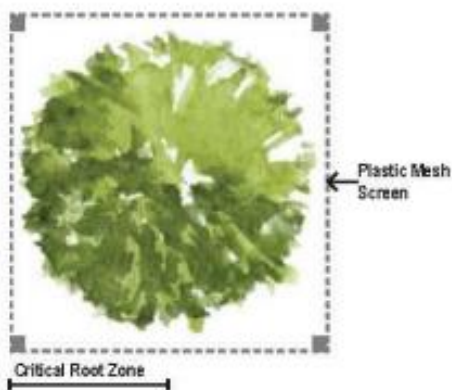
**Figure 1 – Standard Tree Protection Zone Barrier Examples**



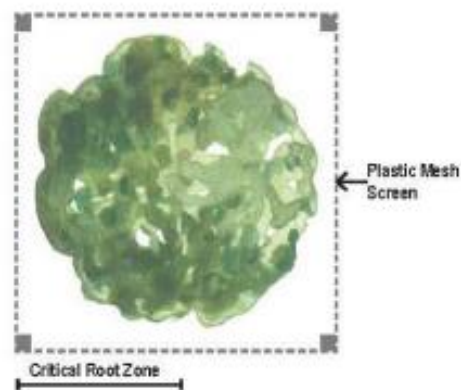
**Elevation View**



**Elevation View**



**Plan View**



**Plan View**



## Appendix V - Assumptions and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is evaluated as though free and clear, under responsible ownership and competent management.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

Loss or alteration of any part of this report invalidates the entire report.

Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the persons to whom it is addressed, without the prior expressed written or verbal consent of the consultant.

This report, or any copy thereof, shall not be conveyed, in whole or in part, by anyone, including the client, to the public via any media type or outlet, without the prior expressed consent of the consultant specifically as to value conclusions, identity of the consultant, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant as stated in his qualification.

This report and values expressed herein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plans or property in question may not arise in the future.



## Appendix VI - Certificate of Performance

I, Adela Parlesak, certify that:

I have no current or prospective interest in the trees on the property, and have no personal interest or bias with respect to the parties involved;

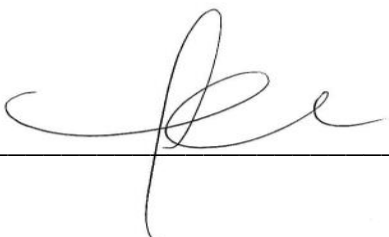
The analysis, opinions and conclusions stated herein are my own and are based on current scientific procedures and facts;

My analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted arboricultural practices;

No one provided significant professional assistance to me, except as indicated within this report;

My compensation is not contingent upon the reporting of a predetermined conclusion that factors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.

I further certify that I am an International Society of Arboriculture Board Certified Master Arborist # PN-8202BT, and am tree risk assessment qualified. I am a member in good standing of the International Society of Arboriculture. I have been involved in the field of Arboriculture in a fulltime capacity for a period of nine years.

Signed:  Date: February 24, 2023



# CITY OF KELOWNA

## MEMORANDUM

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**Date:** June 15, 2023

**File No.:** HRA22-0001 R1

**To:** Urban Planning Management (BC)

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

**Subject:** 1175-1177 Ellis St Heritage Revitalization

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The Development Engineering Branch has the following comments and requirements associated with this Heritage Revitalization Agreement to develop three commercial buildings located along the perimeter of the subject property, which surrounds the restored and heritage designated CN Train Station building. All requirements will be applicable at time of Building Permit. The Development Engineering Technician for this project will be 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 right to update/change some or all items in this memo once these time limits have been reached.
- b. This property is located within an area identified by the City of Kelowna as possibly suited for groundwater recharge, increasing the site coverage will require consideration of increased storage capacity for onsite drainage system.

**2. Domestic Water and Fire Protection**

- a. The subject lot is located within the City of Kelowna water supply area. The existing lot is serviced with a 150mm diameter water service. Only one service is permitted per legal lot. If necessary to service new commercial buildings, the Applicant, will arrange for the removal of the existing service and replacement with one larger, metered, service.
- b. The Bylaw requirement for minimum available fireflow to commercial lots is 150 L/s. If it is determined that upgrades to any existing water distribution system must be made to achieve the necessary fire flows, the applicant must upgrade the existing system at their cost. Please contact the development technician for this file to arrange for formal modelling analysis to be completed.
- c. The Developer's Consulting Engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The applicant must demonstrate that both the calculated FUS fireflow demand and the internal building sprinkler demand of the proposed development does not exceed 150 L/s.



### 3. Sanitary Sewer System

- a. City records indicate that the subject lot is currently serviced with a 150mm 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 each legal lot.

### 4. Storm Drainage

- a. The property is located within an area identified by the City of Kelowna as possibly suited for groundwater recharge. For consideration of on-site disposal of drainage water, safe use of infiltration is to be confirmed with submission of a geotechnical report provided by a Professional Engineer competent in the field of hydro-geotechnical engineering. The Lot Grading Plan must show the design and location of this system.
- 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 Stormwater Management Plan for the localized area of the site being developed; 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. SWMP is required to address increase in the site coverage and resulting increased storage capacity necessary for onsite drainage system.
- 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. City records indicate that the subject lot is currently serviced with a 150mm diameter storm service. The Applicant's Consulting Engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted for each legal lot.
- f. 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. Relocation of existing driveway access off St Paul St will require removal of existing concrete letdown, depressed curb, and driveway asphalt. New driveway location must be formalized with a concrete letdown, maximum 6m in width. Boulevard to be restored with landscape and irrigation which meets requirements of Bylaw 7900, Schedule 4.



- b. Public sidewalk on Ellis St to remain as concrete sidewalk to match City standard details, replacement with stamped concrete to match onsite Train Station crossings not permitted.
- c. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IIABC, are to be included as a line item in the estimate for the Servicing Agreement performance security. Landscape and irrigation plans require approval by the Development Engineering Branch at the same time as other "issued for construction" drawings.

## 6. Electric Power and Telecommunication Services

- a. The electrical and telecommunication services to this building/property 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.
- b. Provide all necessary Statutory Rights-of-Way for any utility corridors as required.

## 7. Geotechnical Report

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

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

- b. The Geotechnical report must be submitted prior to submission of Engineering drawings or application for subdivision approval.
  - i. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
  - ii. Site suitability for development.
  - iii. Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
  - iv. Any special requirements for construction of roads, utilities, and building structures.
  - v. 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. 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 (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.

**9. Servicing Agreements for Works and Services**

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

**10. Charges and Fees**

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

  
Nelson Chapman P.Eng.  
Development Engineering Manager

SK



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

Sep 7, 2022

To whomever it may concern,

**RE: Kasian Architecture Infill Proposal at 520 Clement Ave. (aka 1177 Clement St.) - Kelowna**

This report is to comment on the appropriateness of two new proposed infill buildings and an extension to the existing liquor store, at the corner of Clement Avenue and Ellis Street, the site of the CN Station, a listed property on the Kelowna Heritage Register which received municipal heritage designation (bylaw 10268) in 2009. The below observations consider the proposal's alignment with *additions to historic places* in the Standards & Guidelines for the Conservation of Historic Places in Canada and with Kelowna's Heritage Objectives as outlined in Chapter 11 of the OCP.



**Render of the proposed Building B on the CN Station site.** source: Kasian Architecture.



I have worked with the architects to create a site proposal that positively contributes to the evolution of this intersection, and that preserves and celebrates the special character and quality both of the CN Station and the North End industrial district. The overall proposed development does not negatively impact the heritage value of the historic place nor its character defining elements, but rather enhances it. This development proposal represents a thoughtful evolution of what is currently an under-built site (with an unsightly area at the northeast corner) to include higher density, new, relevant and ongoing uses and the further enhancement of the CN Station building. I see this proposal as a general improvement of the site to become a cohesive, complete complex, inspired by and centred around the heritage asset - the CN Station building.

The proposed drawing set in the Kasian Architecture application is a result of our collaboration.

### **Heritage status**

Before the City of Kelowna protected the building with a municipal heritage designation by-law in 2009, the building had already been identified by the Historic Sites and Monuments Board of Canada in the early 1990s as one of over 100 Heritage Railway Station across Canada, protected through the Federal Heritage Railway Stations Protection Act.

### **Evaluating heritage values and significance**

The CN train station's historic heritage value is extremely high. It not only represents the final stage in the transformation of Kelowna's economy from water-based to land-based access, connecting Kelowna directly to a national rail system, but also the significant economic growth for Kelowna and the entire Okanagan region sparked by the arrival of the CNR. The new railway connection created the impetus for the construction of packing houses, canneries and numerous other industrial facilities in the in the North End in late 1920s, shifting Kelowna's main industrial district from the waterfront to this northeast section of the city.

Its architectural value lies in its representation of an example of the CNR Architectural Division's modest interwar station designs. Its practical scale and simple design reflect the small population (approximately 3000 residents) and estimated cargo activity of Kelowna in the mid-1920s. Notwithstanding its modest scale, the combination of masonry materials (stone, brick and stucco), brick quoined corners and trim, elegant wood doors and windows, prominent roof with eyebrow dormers and deep overhang, give it a harmonious and handsome appearance.

Its conversion into a restaurant has returned what was a relatively underused building with limited public access to being a well-loved gathering place, as perhaps it was perceived when it still served as a passenger train station in its first 4 decades. Its social and historic value have been acknowledged through both federal and municipal protection and through its popularity today as the Train Station Pub.



## Identification of the character defining elements of the property

The Kelowna Heritage Register Statement of Significance lists the following CDEs:

- Good example of an historic train station, unique in Kelowna
- Characteristic many CN railway stations built between the wars
- Large roof proportions in relation to the building mass
- Steeply pitched hipped roof with small gables cut into the ends, and with deep, bellcast eaves and six eyebrow dormers
- Long, thin building form
- Projecting bay window for the operator on the north side
- Loading doors at the east end
- Red brick quoins at the corners
- Fieldstone lower walls, with battered (tapered) elevation, capped by a string course
- Stucco walls (painted cream) above the fieldstone / string course
- Wood, double-hung one-over-one window sash, brick framed

Given the heritage values articulated in the previous section, it would be appropriate to also include its original corner location on Clement and Ellis, the gateway to the 'new' North End industrial area, as a character defining element, and well as its high visibility and status as a landmark. I'd also clarify the character of the original windows which are mostly large, commercial/industrial assemblies spanning from just below the roof eaves to the stone foundation (the most visible window on the Ellis elevation is a triple assembly). The railway garden and large Ginkgo tree are also considered contributors to the heritage value of the site.

## Recommendations and strategies to inform the design of the new development

Thanks to the arrival of the CN Railway in 1926, Kelowna began to grow so rapidly, that the scenario of a lone train station building lasted only a few years, as the initial cohort of late 1920s industrial buildings grew around it, and even more so with the subsequent mid-century buildings added after the loop expansion of the rail lines in 1948. Today, Kelowna's status as the largest city in the Okanagan and the fastest growing in the province, is bringing consistent and rapid change to the built environment, mostly reflected in increases in density and height. The immediate area around the CN train station has been rezoned for higher density and two of the four corners of the subject intersection now house high-rise towers, directly across the street from the CN station.

The proposed infill buildings, Buildings B, C and the extension to Building A, all need to respond to the above mentioned context - that the CN Station is an incredibly significant regional, municipal and local (North End) landmark located at an intersection that may be the fastest and most dramatically transforming intersection in BC. Working with Kasian Architecture we used the following principles to finalize the development proposal:

- The CN Station visibility must not be disrupted



- Its modest scale and design cannot be overshadowed
- The infill buildings represent a transition in height and density between the low and sparsely built industrial area and the high-rise towers
- The infill buildings' design should not be generic, but should take cues from the historic place and the industrial character of the area.

The proposed development incorporates these guidelines through:

- The siting of the new buildings leave ample space around the CN Station building to be visible and remain the feature of the site.
- The largest and most visible of the new buildings, Building B, takes direct cues from the CN Station building by applying a unique treatment to its ground floor and a simplified design and colour scheme for the upper levels, so as to keep passerby's eyes at the street level and on the relationship between Building B and the historic train station, especially on the two prominent elevations - the west and south elevations.
- The infill buildings range from one to five storeys, offering that middle range transition height to higher developments nearby.
- The infill buildings feature references to the historic train station through:
  - Building A and C's modest scale, single storey height, stucco cladding and brick details
  - Building B's unique ground floor design and colour treatment including the use of brick detailing on this first floor only
  - Building B's ground floor Ellis elevation composition mirrors the train station's Ellis elevation by featuring a solid centre with windows on the ends while the train station features a glazed centre with solid ends.
  - All building's industrial-inspired window assemblies with compositions similar to those of the train station's (use of multi assemblies with transoms)

The Standards & Guidelines standard 11 - 'additions to historic places', requires additions to be "physically and visually compatible with, subordinate to and distinguishable from the historic place<sup>1</sup>."

**Distinguishability** - The infill buildings all read as a clearly contemporary structures, which is both honest (it doesn't create confusion about what is historic and what is new) and traditional (architects in the past never imitated traditional design but applied the trending designs of their time, which allows us to easily read and interpret historic and mixed-era streetscapes).

**Compatibility** - Buildings A and C are compatible with the CN Station in height, scale and the use of stucco and brick cladding. Building B pays homage to the train station through a design emphasis on the ground floor with references to the train station design and composition including a similar ground floor height, vertical brick columns, and southwest canopy cables

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<sup>1</sup> Standards and Guidelines for the Conservation of Historic Places in Canada - page 23



that emulate the angle of the station hip roof. All the infill buildings have industrial-inspired window assemblies with compositions similar to those of the train station's. All three buildings read as industrial/commercial buildings as fitting to the historic character of the North End industrial district.

**Subordinate** - Additions can be large, but they must not 'steal the show' from the historic place. All three infill buildings lack the traditional ornamentation of the CN Station as expressed in its brick quoins and in curved architectural details such as the bellcast roof and eyebrow dormers. These three more simply-finished buildings leave the CN Station as the central, most intricate feature on site. The additional 3.5 storeys on Building B are downplayed through a muted colour scheme and simplified finishes keeping the focus on the ground floor and that level's relationship with the CN Station.

Finally, as the railway garden and large Ginkgo tree are also considered contributors to the heritage value of the site, the developments' retention and highlighting of these two assets as focal points, and the development's overall pedestrian-focused approach, help to improve public engagement and animation of this important historic place.

## Summary

It is my professional opinion that the development proposed here by Kasian Architecture is a good model of conservation and evolution for a historic site. Heritage Conservation is a tool for managing change in historic places. Historic properties should be able to thoughtfully change and evolve, especially when these changes include relevant and sustainable uses. In this case, the protected building is not being altered in any way, and ample space is being left between it and the infill buildings. This proposed cohesive development of the site completes a revitalization intent initiated in 2010 and represents thoughtful, sensitive change at a high visibility intersection in Kelowna with high heritage value. The proposal as a whole respects and reflects the heritage values of the property, follows the national Standards for additions to historic places, and meets the objectives articulated in Kelowna's OCP chapter 11 - Heritage.

Yours Truly,



Elana Zysblat, BCAHP  
heritage consultant



# **HRA22-0001**

# **1175-1177 Ellis St**

Heritage Revitalization Agreement



# Purpose

- ▶ To enter into a Heritage Revitalization Agreement for the subject property.



# Heritage Revitalization Agreement (HRA)

- ▶ HRAs offer continuing protection of heritage property.
- ▶ An HRA may vary or supplement provisions of various bylaws & permits, including the Zoning Bylaw.
- ▶ Property specific & unique to each application.



# Heritage Designation Bylaw

- ▶ Bylaw to protect heritage assets
- ▶ Heritage Alteration Permit (HAP) required for any exterior changes.



# Development Process

Oct 21, 2022

Development Application Submitted

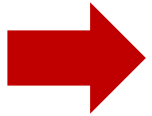


Staff Review & Circulation



Aug 11, 2023

Public Notification Received



Oct 16, 2023

Initial Consideration



Public Hearing  
Second & Third Readings



Final Reading



Heritage Revitalization Agreement & Building  
Permit

Council  
Approvals



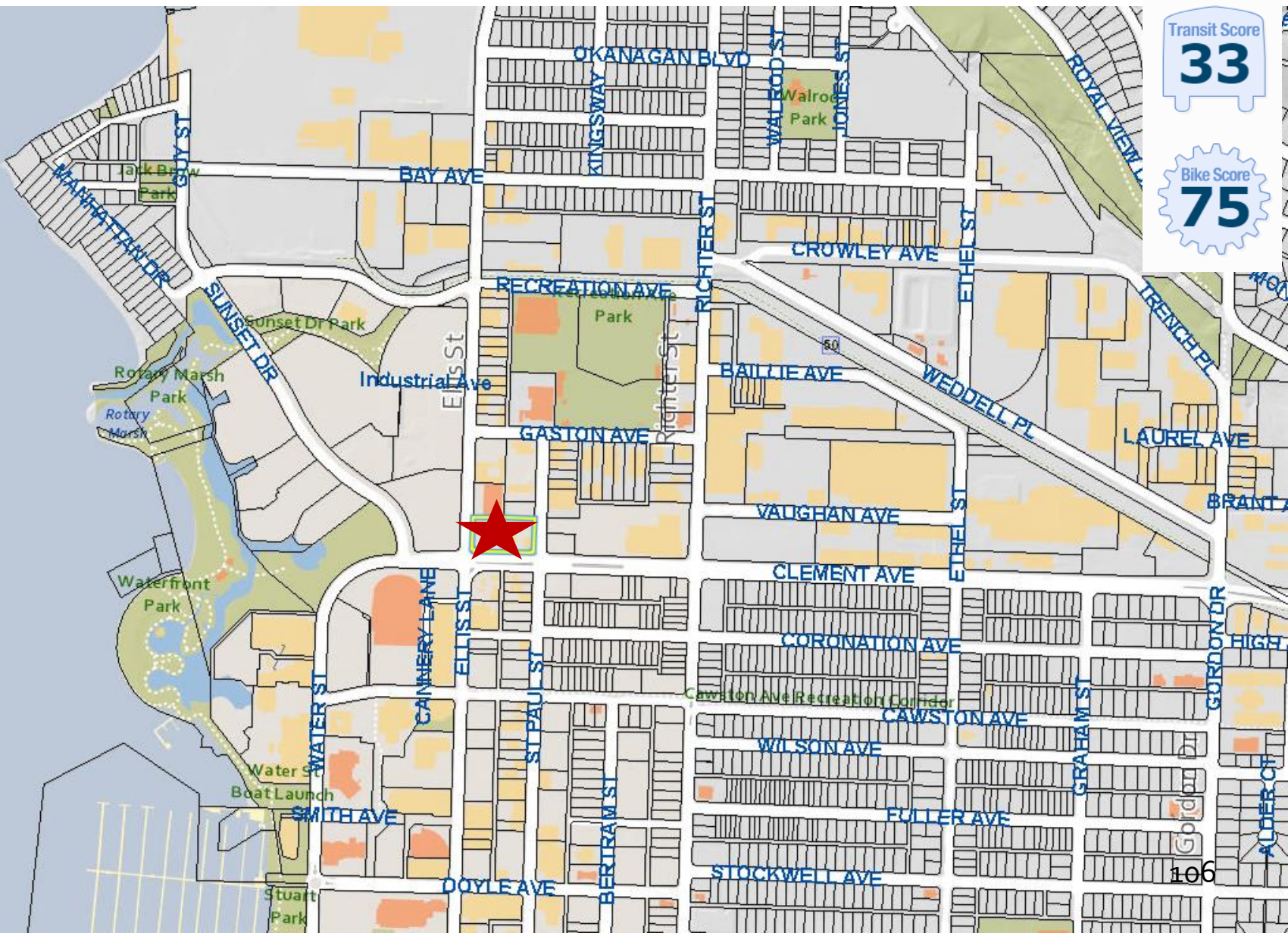
# Context Map



Walk Score  
**88**

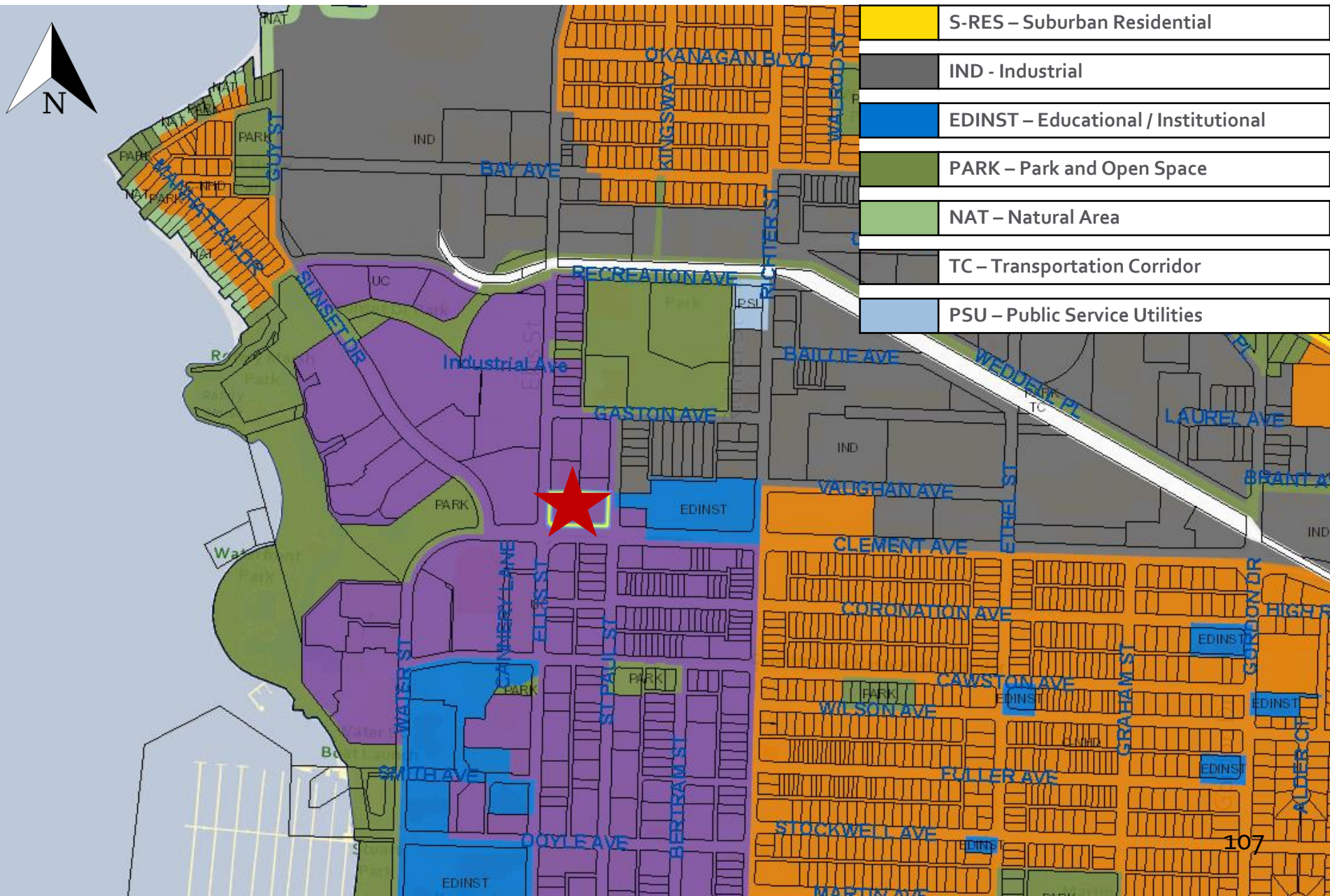
Transit Score  
**33**

Bike Score  
**75**





# OCP Future Land Use









# Subject Property



LOOKING EAST



LOOKING NORTH EAST



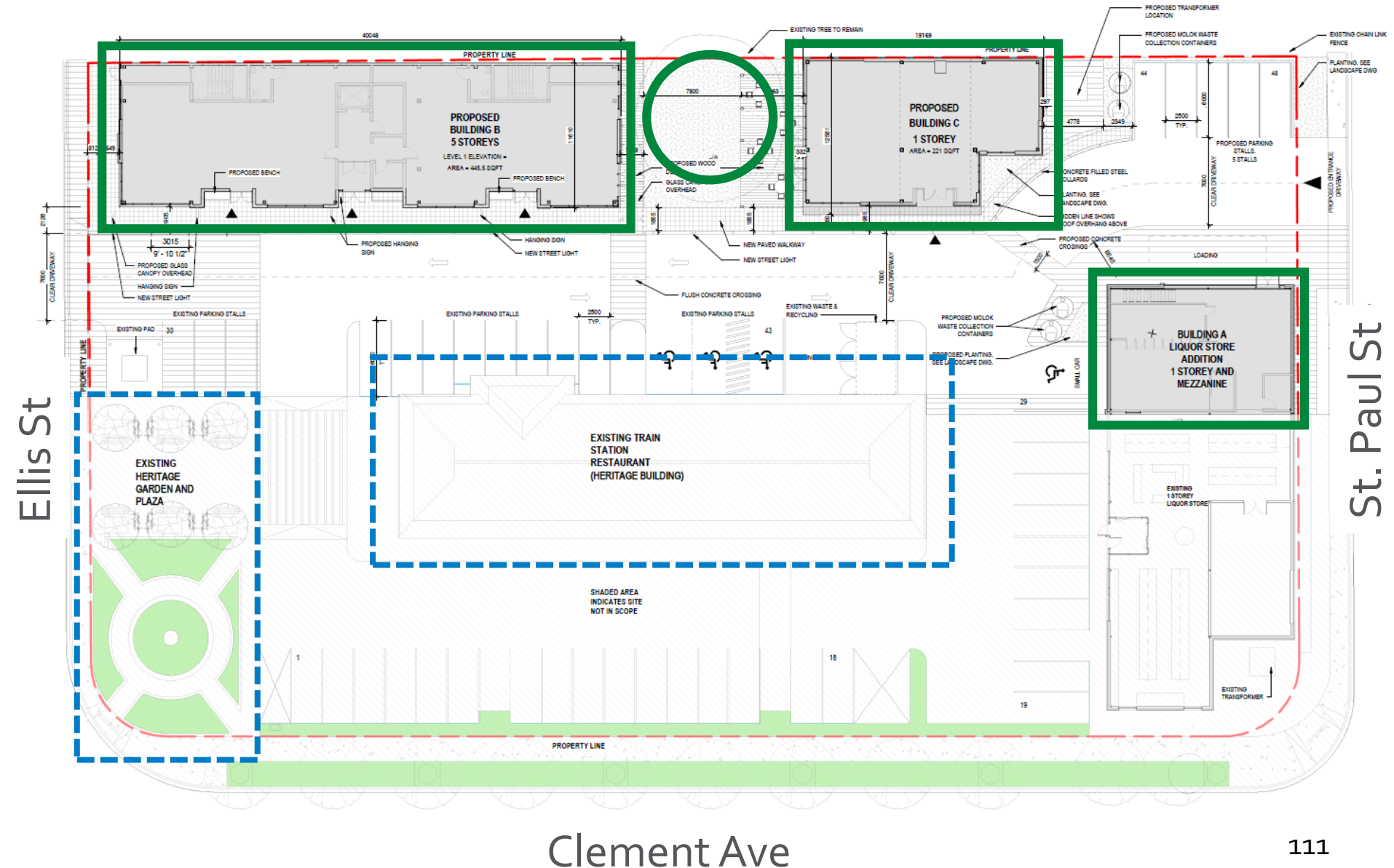
# Background

- ▶ Heritage Register & Heritage Designation
- ▶ 2010 HRA agreement
  - ▶ Restore & convert CN Station - completed in 2012
  - ▶ Construct Heritage Garden & Plaza - completed in 2012
  - ▶ Construct three new commercial buildings - partially completed
- ▶ New (2022) HRA agreement
  - ▶ Evolving surrounding redevelopment
  - ▶ Outdated form & character, land use & agreement



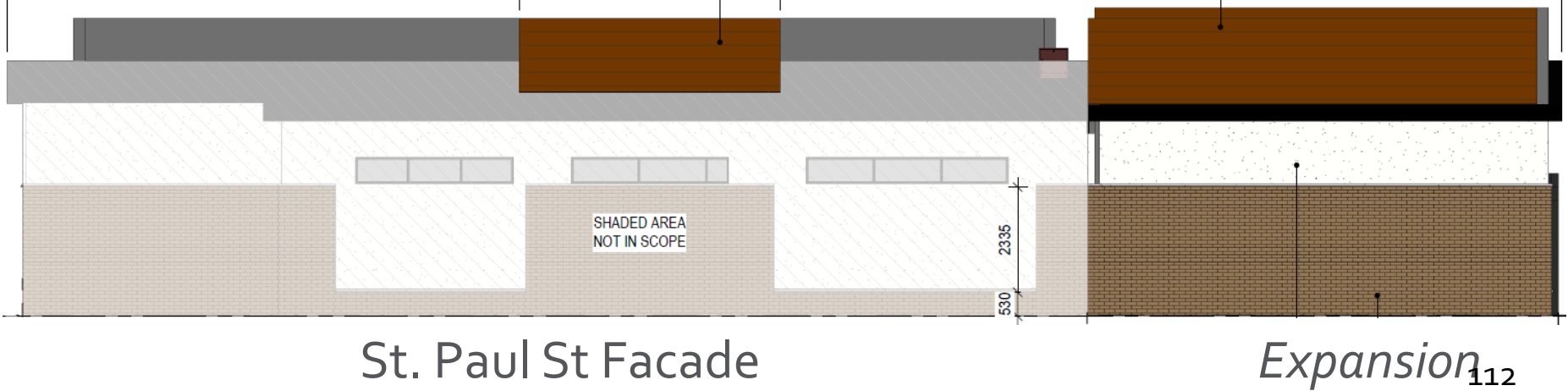
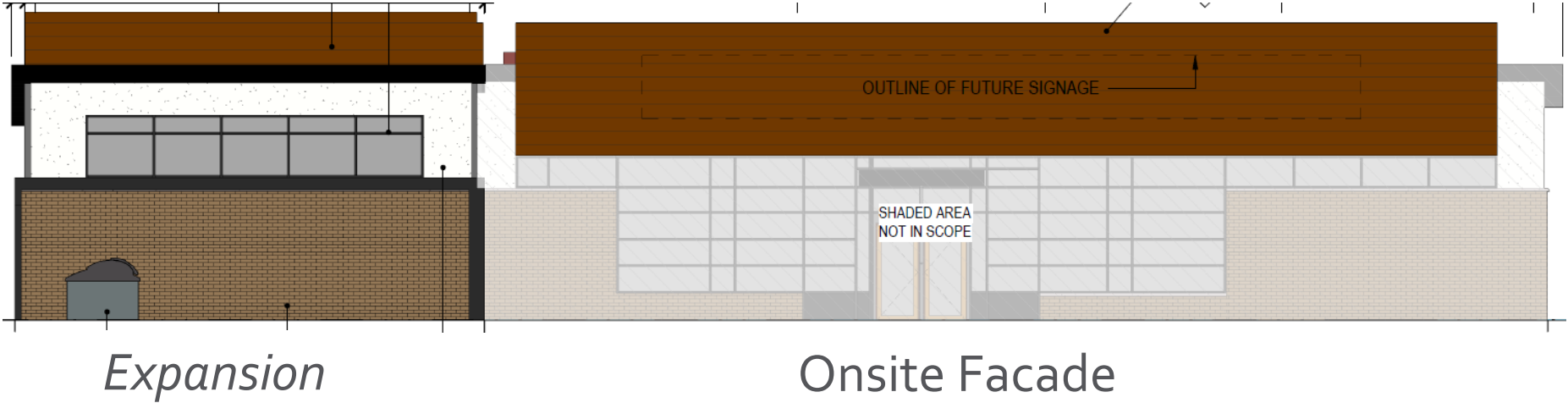


# Site Plan & Project Objectives



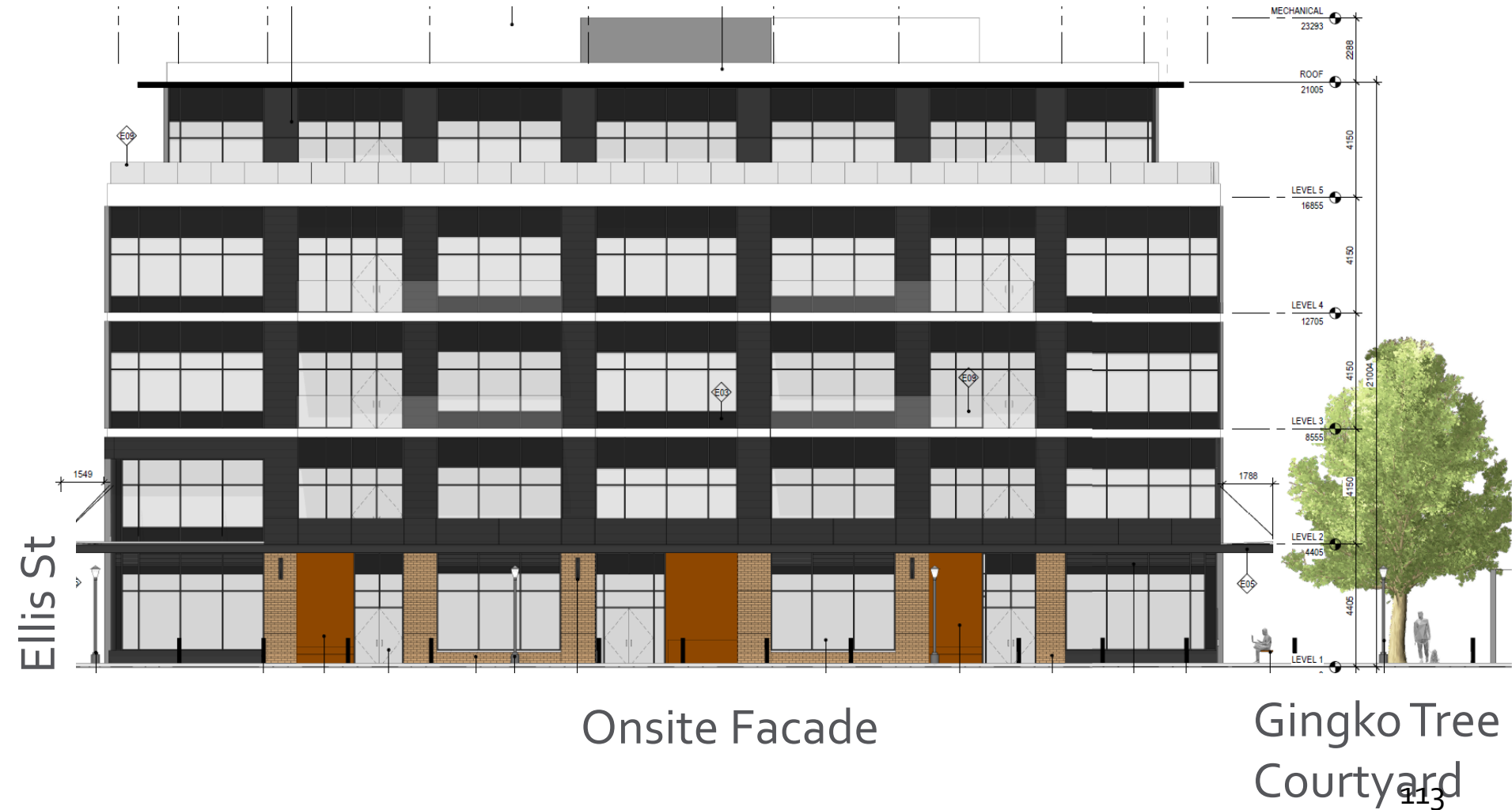


# Project Details – Building A Expansion



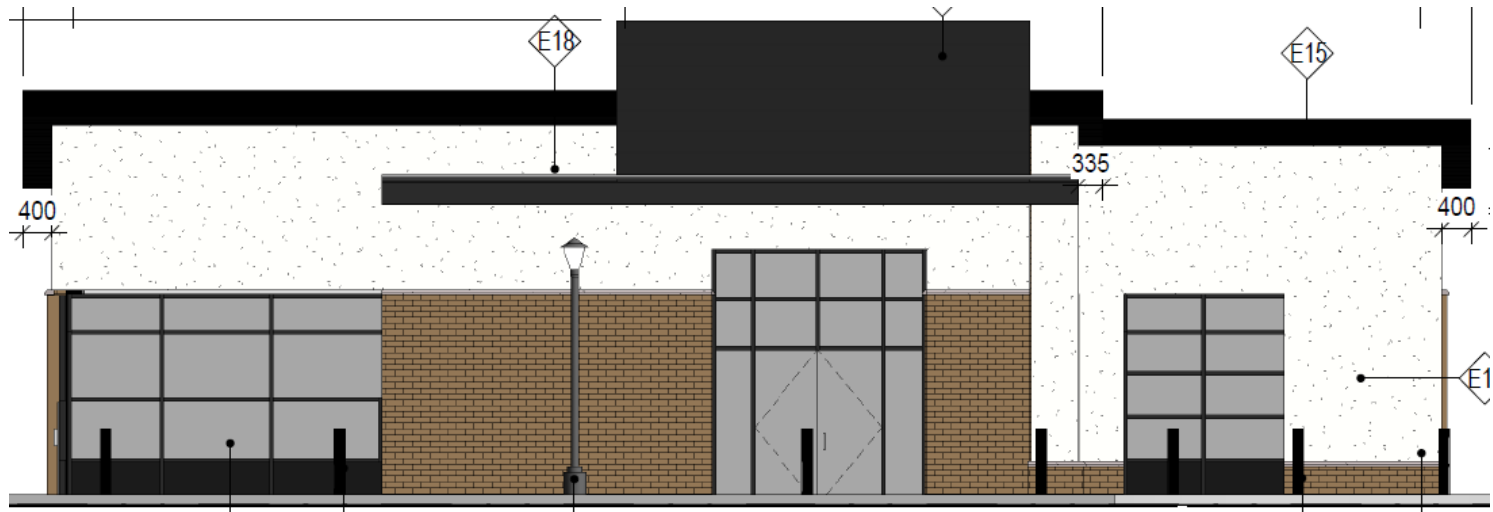


# Project Details – Building B





# Project Details – Building C



Onsite Facade



Courtyard Facade



# Renderings



Clement Ave



# Renderings





# OCP Objectives & Policies

- ▶ Policy 4.1.4 Office Development
  - ▶ Direct large office developments to Urban Centres with emphasis on Downtown as a preferred destination.
- ▶ Policy 4.4.6 Downtown Heritage Revitalization Agreements
  - ▶ Consider the use of Heritage Revitalization Agreements to provide greater flexibility for redevelopment proposals of historic buildings in the Downtown
- ▶ Policy 4.9.1 Transitioning to Industrial & Service Commercial Uses
  - ▶ Provide transitions between Urban Centres & adjacent industrial or service commercial uses to reduce the impacts of nuisances from those lands
- ▶ Policy 11.2.5 Protection of Historic Places
  - ▶ Prioritize the legal protection of historic places using the tools identified in the Local Government Act - Heritage Revitalization Agreements



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed Heritage Revitalization Agreement as it is consistent with:
  - ▶ OCP Objectives in Chapter 4 Urban Centres
    - ▶ Office Development
    - ▶ Downtown Heritage Revitalization Agreements
    - ▶ Transitioning to Industrial & Service Commercial Uses
  - ▶ OCP Objectives in Chapter 11 Heritage
    - ▶ Protection of Historic Places



# KELOWNA TRAIN STATION

**PUBLIC HEARING**

NOVEMBER 2023



O k a n a g a n  
COMMERCIAL REALTY





# KELOWNA TRAIN STATION

## SITE LOCATION





# KELOWNA TRAIN STATION

## SITE LOCATION





# KELOWNA TRAIN STATION

SITE LOCATION





# KELOWNA TRAIN STATION

## SITE PHOTOS





	Existing HRA	New HRA																																														
Reference	Bylaw 10383 HRA10-0001	HRA22-0001																																														
Permitted Uses	Principal and secondary uses permitted by Zoning Bylaw 8000, C4Lp/Lrs - Urban Centre Commercial	Principal and secondary uses permitted by Zoning Bylaw 12375, UC1 - Downtown Urban Centre																																														
Required Parking	Varied from 53 to 47 stalls	Minimum 28 stalls																																														
Actual Parking	47 stalls	48 stalls																																														
Bicycle stalls	34 stalls	34 stalls																																														
Gross Floor Areas (sqm)	<table><tr><td>Station</td><td>Bld A</td><td>Bld B</td><td>Bld C</td><td>Total</td></tr><tr><td>Main Floor</td><td>356</td><td>313</td><td>446</td><td>429</td><td>1,544</td></tr><tr><td>Above manin floor</td><td></td><td></td><td>504</td><td>954</td><td>1,458</td></tr><tr><td>Totals</td><td>356</td><td>313</td><td>950</td><td>1,383</td><td>3,002</td></tr></table>	Station	Bld A	Bld B	Bld C	Total	Main Floor	356	313	446	429	1,544	Above manin floor			504	954	1,458	Totals	356	313	950	1,383	3,002	<table><tr><td>Station</td><td>Bld A</td><td>Bld B</td><td>Bld C</td><td>Total</td></tr><tr><td></td><td>356</td><td>471</td><td>410</td><td>220</td><td>1,457</td></tr><tr><td></td><td></td><td>47</td><td>1,560</td><td></td><td>1,607</td></tr><tr><td></td><td>356</td><td>518</td><td>1,970</td><td>220</td><td>3,064</td></tr></table>	Station	Bld A	Bld B	Bld C	Total		356	471	410	220	1,457			47	1,560		1,607		356	518	1,970	220	3,064
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	356	471	410	220	1,457																																											
		47	1,560		1,607																																											
	356	518	1,970	220	3,064																																											
Site Area (Sqm)	5,218	5,218																																														
Maximum FAR Commercial Only (per C4)	1.0	1.0																																														
Actual FAR	0.575	0.587																																														
Maximum Site Coverage (per C4)	75.0%																																															
Maximum Site coverage per UC1		100.0%																																														
Actual Site Coverage	29.6%	27.9%																																														
Maximum Height	Lesser of 15.0M or 4 storeys	Lesser of 22.0 M or 6 storeys																																														
Actual Height	3 storeys	5 storeys																																														
		Additional GFA	62																																													
		Implies additional parking per 100 sqm	0.6																																													
		Additional parking provided	1																																													



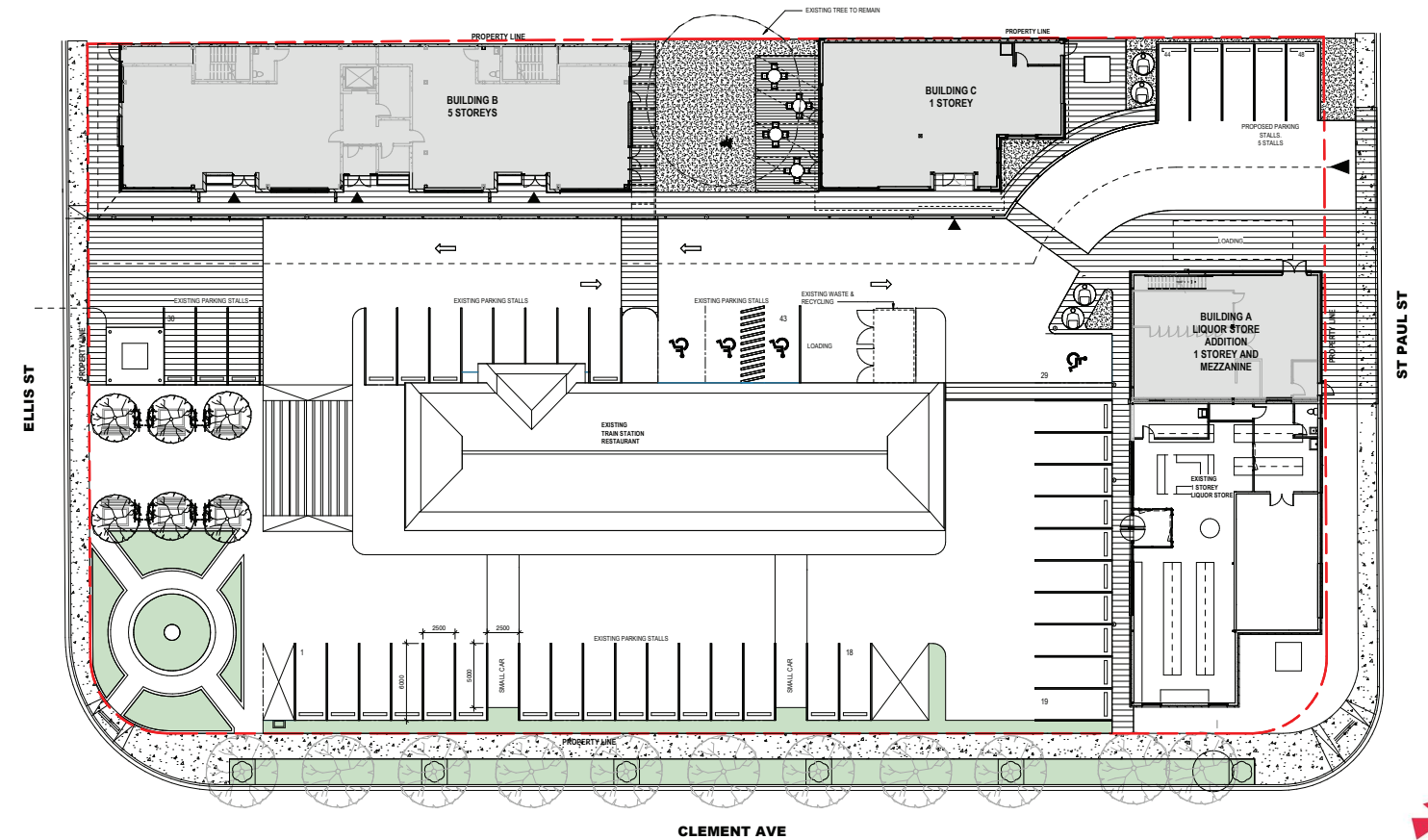
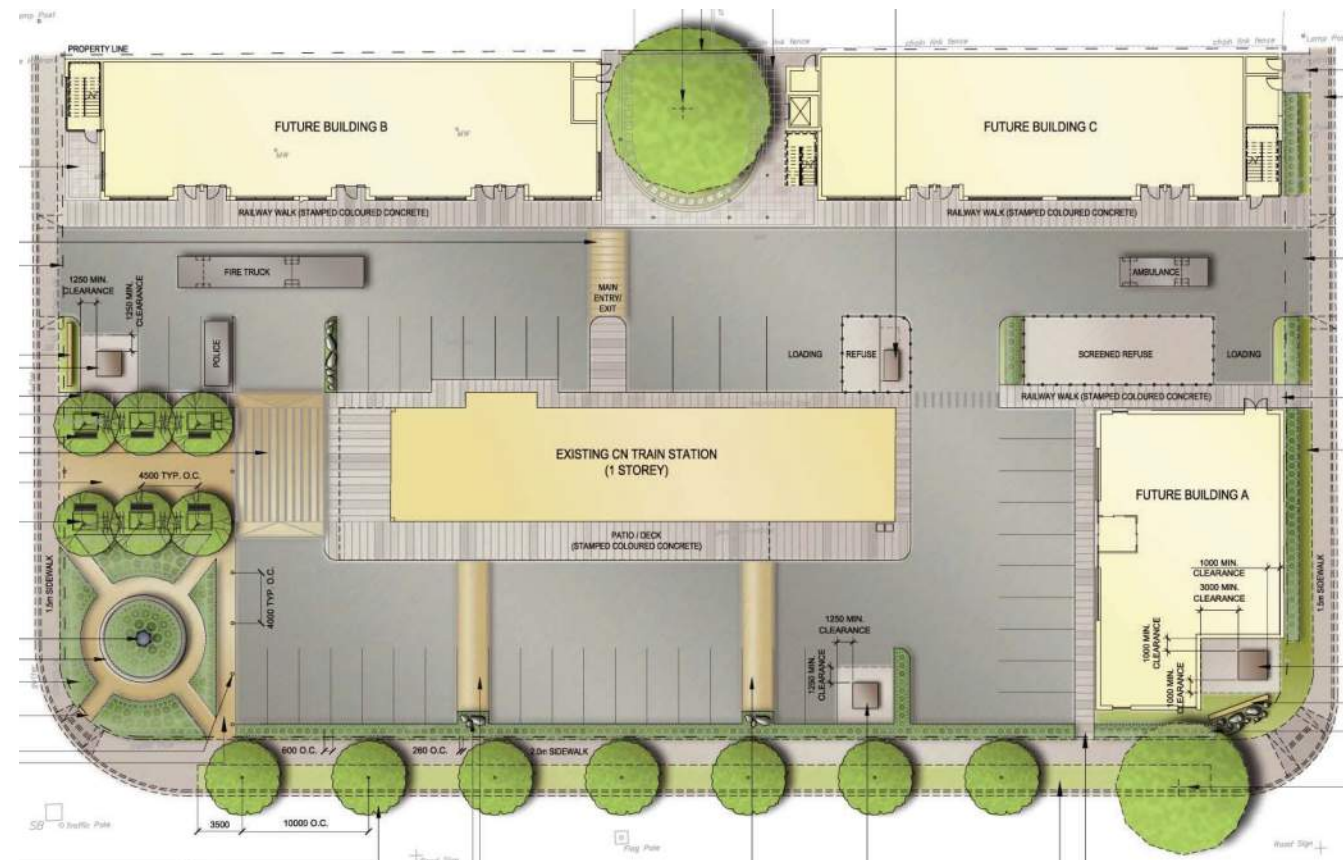
# KELOWNA TRAIN STATION

EXISTING VS NEW

## EXISTING HRA



## NEW HRA





# KELOWNA TRAIN STATION

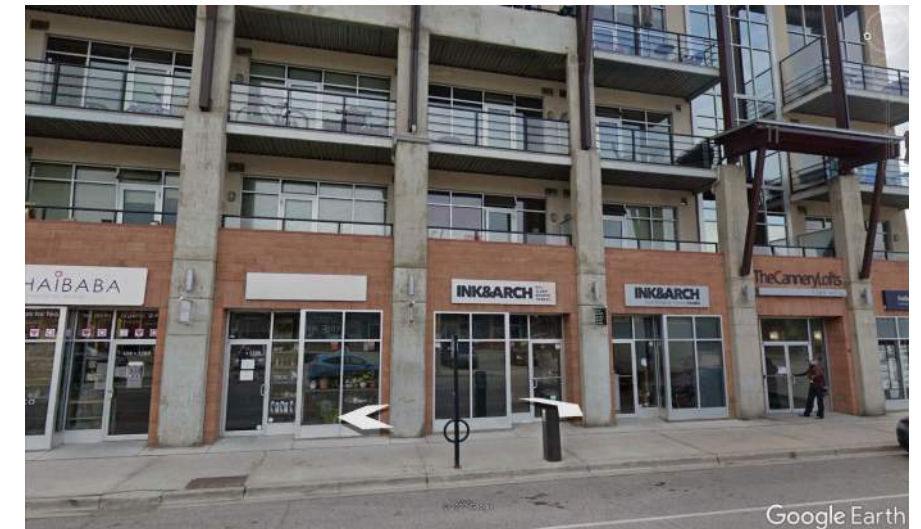
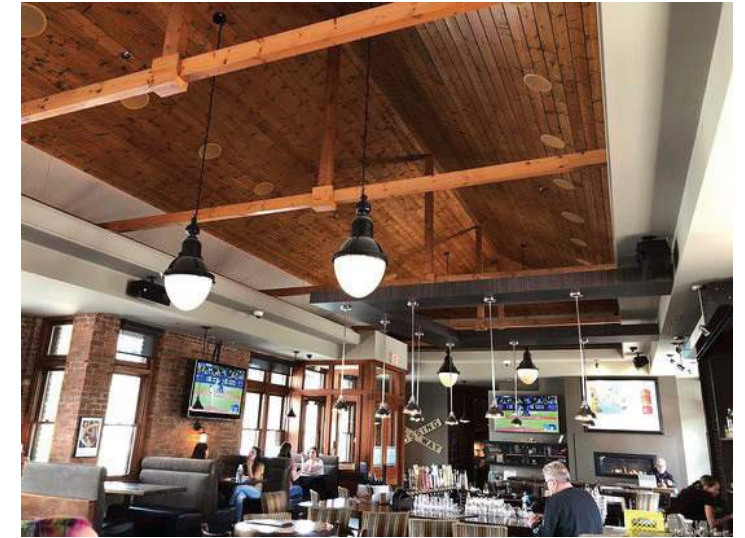
EXISTING HRA VIEWS





# KELOWNA TRAIN STATION

SITE CONTEXT AND INSPIRATION





# KELOWNA TRAIN STATION

SITE CONTEXT AND INSPIRATION





# KELOWNA TRAIN STATION

NEW AERIAL VIEW



“THE INFILL BUILDINGS ALL READ AS A CLEARLY CONTEMPORARY STRUCTURES, WHICH IS BOTH HONEST AND TRADITIONAL”



# KELOWNA TRAIN STATION

NEW NORTH EAST VIEW/FROM ELLIS STREET



“THE THREE BUILDINGS ARE SIMPLY-FINISHED AND LEAVE THE CN STATION AS THE CENTRAL, MOST INTRICATE FEATURE ON SITE.”



# KELOWNA TRAIN STATION

NEW NORTH WEST VIEW



“**BUILDING B** PAYS HOMAGE TO THE TRAIN STATION THROUGH A DESIGN EMPHASIS ON THE GROUND FLOOR WITH REFERENCES TO THE TRAIN STATION DESIGN AND COMPOSITION INCLUDING A SIMILAR GROUND FLOOR HEIGHT, VERTICAL BRICK COLUMNS, AND SOUTHWEST CANOPY CABLES THAT EMULATE THE ANGLE OF THE STATION HIP ROOF”



# KELOWNA TRAIN STATION

NEW NORTH/NORTH WEST VIEW



“**BUILDINGS A & C** ARE COMPATIBLE WITH THE CN STATION IN HEIGHT, SCALE AND THE USE OF STUCCO AND BRICK CLADDING.”



“THE DEVELOPMENT PROPOSED HERE BY KASIAN ARCHITECTURE IS A GOOD MODEL OF **CONSERVATION** AND **EVOLUTION** FOR A HISTORIC SITE. HERITAGE CONSERVATION IS A TOOL FOR MANAGING CHANGE IN HISTORIC PLACES. HISTORIC PROPERTIES SHOULD BE ABLE TO THOUGHTFULLY CHANGE AND EVOLVE, ESPECIALLY WHEN THESE CHANGES INCLUDE RELEVANT AND SUSTAINABLE USES. IN THIS CASE, THE PROTECTED BUILDING IS NOT BEING ALTERED IN ANY WAY, AND AMPLE SPACE IS BEING LEFT BETWEEN IT AND THE INFILL BUILDINGS. THIS PROPOSED COHESIVE DEVELOPMENT OF THE SITE COMPLETES A REVITALIZATION INTENT INITIATED IN 2010 AND REPRESENTS THOUGHTFUL, SENSITIVE CHANGE AT A HIGH VISIBILITY INTERSECTION IN KELOWNA WITH HIGH HERITAGE VALUE. THE PROPOSAL AS A WHOLE **RESPECTS** AND **REFLECTS** THE HERITAGE VALUES OF THE PROPERTY, FOLLOWS THE NATIONAL STANDARDS FOR ADDITIONS TO HISTORIC PLACES, AND MEETS THE OBJECTIVES ARTICULATED IN KELOWNA’S OCP CHAPTER 11 - HERITAGE.”



# CITY OF KELOWNA

## BYLAW NO. 12588

### Heritage Revitalization Agreement Authorization Bylaw

HRA22-0001 – 1175-1177 Ellis Street –

Kelowna Train Station Inc., Inc.No. BCo847922

---

WHEREAS a local government may, by bylaw, enter into a heritage revitalization agreement with the Owner of property which Council deems to be of heritage value pursuant to section 610 of the *Local Government Act*;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Heritage Revitalization Agreement with Kelowna Train Station Inc., Inc.No. BCo847922 for the property located at 1175-1177 Ellis Street;

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Heritage Revitalization Agreement with Kelowna Train Station Inc., Inc.No. BCo847922 for the property located at 1175-1177 Ellis Street, Kelowna, B.C., and legally described as:

Lot A, District Lot 139, ODYD, Plan KAP68238

In the form of such Agreement attached to and forming 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, and other documents in connection with the attached agreement, and to affix the corporate seal of the City of Kelowna to same.

AND THAT Bylaw No. 10383 being Heritage Revitalization Agreement Authorization Bylaw HRA10-0001 – 1177 Ellis Street – Kelowna Train Station Inc. and all amendments thereto, are hereby repealed.

Read a first time by the Municipal Council this 16<sup>th</sup> day of October, 2023.

Considered at a Public Hearing this

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**SCHEDULE "A"**  
**HERITAGE REVITALIZATION AGREEMENT**

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

BETWEEN:

City of Kelowna, a Municipal Corporation having offices at 1435 Water Street, Kelowna, British Columbia V1Y 1J4

(herein called the "CITY")

OF THE FIRST PART

AND: Kelowna Train Station Inc., Inc. No. BCo847922 of  
5711 1<sup>st</sup> Street SE  
Calgary, Alberta  
T2H 1H9

(herein called the "OWNER")

OF THE SECOND PART

WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement ("Agreement") with the Owner of property identified as having heritage value, pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS the Owner owns certain real property on which is situated a building of heritage value, known as the "Train Station Pub" a.k.a Heritage Building, pursuant to the City's Heritage Register, which property and building are located at 1175-1177 Ellis Street, Kelowna, BC and legally described as:

Parcel Identifier: 024-929-409  
Lot A, District Lot 139, Osoyoos Division Yale District, Plan KAP68238

(herein called the "Subject Property")

AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the Subject Property and has voluntarily and without any requirement by the City, entered into this Agreement pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS a local government must hold a Public Hearing on the matter before entering into, or amending, a Heritage Revitalization Agreement if the Agreement or amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Subject Property and for these purposes Section 464 through 470 of the *Local Government Act* apply;



AND WHEREAS within thirty days after entering into, or amending, a Heritage Revitalization Agreement the local government must file a notice in the Land Title Office in accordance with Section 594 of the *Local Government Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 595 of the *Local Government Act*;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 Heritage Revitalization Agreement**

- 1.1 The parties agree that the Subject Property located at 1175-1177 Ellis Street have heritage value, deserving of protection and conservation.
- 1.2 The Owner specifically agrees to maintain, preserve, and protect the heritage character of buildings located on the Subject Property in accordance with Schedule B (Architectural Drawing Set) and Schedule C (Landscape Drawing Set).
- 1.3 All buildings (existing and proposed) as well as the existing Heritage Garden and Plaza located on the Subject Property, which are referenced within this Agreement, are illustrated in Schedule B - Site Plan, drawing A-101.
- 1.4 The parties agree that the Subject Property may, notwithstanding Zoning Bylaw No. 12375 including the provisions identified in the UC1 – Downtown Urban Centre zoning, be developed under the following regulations:



**Table 1:** HRA22-0001 regulations as per Zoning Bylaw No. 12375

HRA22-0001 Regulations

CRITERIA		PARAMETER	
Permitted Uses			
<u>Building A</u>			
Principal Uses	Offices		
	Retail		
<u>Building B</u>			
Principal Uses	Offices		
	Retail		
<u>Building C</u>			
Principal Uses	Offices		
	Retail		
<u>Train Station Pub</u> – Existing Heritage Building			
Principal Uses	Liquor Primary		
	Retail		
Development Regulations (UC1)			
Permitted		Proposed	
Max Height = 6 storeys (22.0m)		Building A = 2 storeys (6.84 m) Building B = 5 storeys (21.0 m) Building C = 1 storey (6.6 m)	
Max FAR = 1.0		0.58	
Max Site Coverage of all Buildings = 100%		28.8%	
Parking Regulations (UC1)			
Permitted		Proposed	
Minimum: 0.9 spaces / 100m <sup>2</sup> GFA		48 stalls	
Maximum: 3.0 spaces / 100m <sup>2</sup> GFA			
	Min		Max
Building A	4.7		15.5
Building B	17.7		59.1
Building C	2.0		6.6
Existing Heritage Pub	3.2		10.7
Total	27.6		91.9

- 1.5 All other permitted land uses under UC1 – Downtown Urban Centre zone as per Zoning Bylaw No. 12375 may be considered on the Subject Property, pending a change of land use review and analysis which prove out the development regulations associated with the additional land use(s). Any change to land use is pursuant to an amendment to this Agreement.
- 1.6 The parties agree that, except as varied or supplemented by the provisions of this Agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the property and commercial business.
- 1.7 Bylaw No. 12420 Development Cost Charges will not apply to the existing Heritage Building but will apply to new buildings, specifically Building B, Building C, and to the new addition (expansion) to Building A only, permitted through this Agreement.

## 2.0 Conservation and Maintenance of Existing Heritage Building (Train Station Pub)



- 2.1 The existing Heritage Building located on the Subject Property is illustrated on Schedule B - Site Plan, drawing A-101.
- 2.2 The Heritage Building was designated as a heritage site under a Heritage Designation (HD) bylaw (BL10268) in 2009.
- 2.3 As per HD bylaw BL10268, the Owner agrees not to alter the exterior through renovation, addition, and/or tenant improvement of the Heritage Building except pursuant to a Heritage Alteration Permit issued by the City.
- 2.4 The Owner shall maintain the Heritage Building to ensure the integrity and preservation of existing heritage elements as per the original intent (Schedule D) through regular maintenance and repair to prevent deterioration of the Heritage Building.
- 2.5 The Owner agrees to maintain and/or repair the exterior of the Heritage Building in accordance with the condition assessment report titled "Heritage Element and Structural Visual Assessment" prepared by RJC Engineering, dated December 23, 2022, attached hereto as Attachment A. The interior layout of the heritage buildings will be determined by the Owner, subject to BC Building Code requirements.
- 2.6 A historical plaque summarizing the heritage value of the Heritage Building and the works completed on the Subject Property shall be installed and maintained at the expense of the applicant, subject to approval by the City of Kelowna.

### **3.0 Conservation and Maintenance of Existing Heritage Garden and Plaza**

- 3.1 The existing Heritage Garden and Plaza located on the Subject Property is illustrated on Schedule B – Site Plan, drawing A-101.
- 3.2 The Owner shall maintain the Heritage Garden and Plaza to ensure the integrity and preservation of existing heritage elements as per the original intent (Schedule E) through regular maintenance and repair to prevent deterioration of the Heritage Garden and Plaza.
- 3.3 The Owner agrees to maintain, replace and/or repair items in accordance with the Heritage Garden and Plaza assessment report titled "Railway Garden and Plaza Heritage Assessment" prepared by Vdz + A, dated February 2023, attached hereto as Attachment B.

### **4.0 Preservation and Protection of the Ginkgo Tree**

- 4.1 An existing mature Ginkgo tree located on the Subject Property is illustrated on Schedule B – Site Plan, drawing A-101.
- 4.2 The Owner agrees to preserve and protect the mature Ginkgo tree prior to, during, and post development in accordance with the "Tree Preservation Plan" prepared by Bartlett Tree Experts, dated February 24, 2023, attached hereto as Attachment C.
- 4.3 The Owner agrees to register a Section 219 Tree Protection Covenant to protect the mature Ginkgo tree as per the term and conditions of the Covenant.

### **5.0 Proposed New Development:**

- 5.1 The Owner agrees that the construction of new buildings on the property to allow commercial development as a permitted use, provided that:
  - i. The use is in conformance with the Heritage Revitalization Agreement Bylaw No. 12588, as outlined in Table 1;
  - ii. The dimensions and the siting of the new buildings to be constructed on the Subject Property be in general accordance with Schedule B;
  - iii. The exterior design and finish of the new buildings to be constructed on the Subject Property be in general accordance with Schedule B.



- 5.2 The Owner agrees not to alter the exterior through a renovation, addition and/or tenant improvement of the new buildings except pursuant to a Heritage Alteration Permit issued by the City, and in accordance with this Agreement.
- 5.3 No additional buildings will be permitted between the South façade of the Heritage Building and Clement Avenue, nor between the West façade and Ellis Street.
- 5.4 The Owner agrees that the site planning and landscaping on the Subject Property, provided that:
  - i. Surface parking stalls and a designated area for bike racks shall be provided as per Schedule B;
  - ii. The Owner agrees to install and maintain landscaping on the Subject Property in general accordance with the attached landscape plans, Schedule C;
  - iii. The Owner agrees to post a Landscape Performance Security bond with the City in the form of a "Letter of Credit" or cash in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper, as outlined in Schedule C.
- 5.5 The Owner agrees to prove and pay for all servicing required by the proposed development of the subject property and to provide required bonding for same, including, but not limited to: domestic water and fire protection, sanitary sewer, storm drainage, road improvements, power and telecommunication services and street lights, as per Development Engineering Memorandum, dated June 15, 2023, Attachment D).

#### 6.0 Commencement and Completion

- 6.1 The Owner agrees to commence the proposed development upon adoption of City of Kelowna Heritage Revitalization Agreement Authorization Bylaw No. 12588 and to commence all such works within two (2) years of the adoption of the Heritage Revitalization Agreement.
- 6.2 In the event the Owner has not commenced works within the two (2) years of the adoption of the Heritage Revitalization Agreement, then a Heritage Alteration Permit will be required to assess the form and character of any unconstructed building(s).

#### 7.0 Damage or Destruction

- 7.1 In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:
  - a) The Owner may repair the Heritage Building in which event the Owner shall forthwith commence the repair work and complete same within one year of the date of damage;
  - OR, in the event that the Heritage Building is destroyed,
  - b) The City may, by bylaw, and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement, whereupon all use and occupation of the Subject Property shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

#### 8.0 Breach

- 8.1 In the event that the Owner is in breach of any term of this Agreement, the City may give the Owner notice in writing of the breach and the Owner shall remedy the breach within 30 days of receipt of the notice. In the event that the Owner fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this



Agreement whereupon all use and occupation of the Subject Property shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

**9.0 Amendment to the Heritage Revitalization Agreement**

- 9.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or;
  - b) By Heritage Alteration Permit (HAP), issued pursuant to Section 617 of the *Local Government Act*.

**10.0 Representations**

- 10.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises or agreements expressed or implied, other than those expressly contained in this Agreement.

**11.0 Statutory Functions**

- 11.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the Local Government Act and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Subject Property.

**12.0 Inurement**

- 12.1 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**13.0 Other Documents**

- 13.1 The Owner agrees at the request of the City, to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all such acts and things as may be required in the opinion of the City to give full effect to the intent of this Agreement.

**14.0 Notices**

- 14.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows:
- (a) To the City:  
City of Kelowna  
1435 Water Street  
Kelowna, B.C. V1Y 1J4  
  
ATTENTION: City Clerk
  - (b) To the Owner:  
Kelowna Train Station Inc., Inc. No. BCo847922  
5711 1<sup>st</sup> Street SE  
Calgary, Alberta  
T2H 1H9

Or, to such other address to which a party hereto may from time to time advise in writing.



**15.0 No Partnership or Agency**

- 15.1 The parties agree that nothing contained herein creates a relationship between the parties of partnership, joint venture or agency.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

**Attachments:**

Schedule A: Draft Heritage Revitalization Agreement  
Schedule B: Rationale Letter and Architectural Drawing Set  
Schedule C: Landscape Drawing Set and Cost Estimate Letter  
Schedule D: Heritage Building (Train Station Pub) Original Intent HRA10-0001  
Schedule E: Heritage Garden Original Intent HRA10-0001  
Attachment A: Heritage Building (Train Station Pub) Assessment Report  
Attachment B: Heritage Garden Assessment Report  
Attachment C: Tree Preservation Plan  
Attachment D: Development Engineering Memorandum  
Attachment E: Heritage Consultant Review



Page 6 of 8

SCHEDULE "A" HRA22-0001

CITY OF KELOWNA  
By its authorized signatories

\_\_\_\_\_  
Mayor

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

Applicant Name

\_\_\_\_\_  
Kelowna Train Station Inc.

Date:

\_\_\_\_\_  
10/10/2023

In the presence of:

DocuSigned by:  
  
6319EE0F68E448E  
Jane Ryan (Authorized signatory)

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



# REPORT TO COUNCIL TEXT AMENDMENTS



**Date:** November 6, 2023  
**To:** Council  
**From:** City Manager  
**Address:** n/a  
**File No.:** TA23-0010

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## **1.0 Recommendation**

THAT Zoning Bylaw Text Amendment application No. TA23-0010 to amend City of Kelowna Zoning Bylaw No. 12375 as outlined in Schedule 'A' attached to the Report from the Development Planning Department dated November 6, 2023, be considered by Council;

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

AND FURTHER THAT final adoption of the Zoning Bylaw Text Amending Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure.

## **2.0 Purpose**

The purpose of the Text Amendment is to make improvements to following sections of Zoning Bylaw No. 12375: Section 3 – Enforcement Prohibitions, Section 5 - Definitions & Interpretations, Section 7 – Site Layout, Section 8 – Parking & Loading, Section 9 – Specific Use Regulations, Section 10 – Agriculture & Rural Residential Zones, Section 11 – Single and Two Dwelling Zones, Section 13 – Multi-Dwelling Zones, Section 14 – Core Area & Other Zones, and Section 15 – Comprehensive Development Zones.

## **3.0 Development Planning**

Zoning Bylaw No. 12375 was adopted September 26<sup>th</sup> 2022. Following Official Community Plan policies and commitments to continuously improve and adapt the Zoning Bylaw, Staff are presenting a series of minor amendments for Council's review. It has been a year working with the Zoning Bylaw and Staff, development industry, and the public have identified revisions.

This is the first of three Council reports and will consider text amendment improvements within the Zoning Bylaw. The other two Council reports will address mapping errors and cleanups, one for the Zoning Bylaw and the other for the Official Community Plan. Staff have focused on relatively minor amendments as there are several larger Zoning Bylaw amendment projects that will require separate Council reports, such as: infill housing, RU<sub>4</sub> with duplexes and suites, short-term rentals, minimum landscaping relative to tree protection, parking review, and density bonusing review.

In this report, several recommended content changes are proposed to the Zoning Bylaw. For a detailed list of changes and the reasons for recommending these changes please see the attached Schedule 'A'. Table 3.1 below provides an executive summary of the changes.



Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes		
No.	Area of Change	Additional Detail
1.	Commercial vehicle weight on residential lots, restriction of the number of commercial vehicles on residential lots, and updating the definition of Fleet Services.	Change to the vehicle weights and the number of vehicles that can be stored on residential properties. The change is to increase the allowable commercial vehicle weight to match the same weight that RVs are allowed to be stored on residential lots. The other change is to limit the commercial vehicles on a single family lot to two where there currently is no limit. This change is coordinated with updating the definition of Fleet Services to define a fleet as 3 or more vehicles.
2.	Definition of Dwelling	Eliminate the limitation of one wet bar per dwelling to allow for home design flexibility.
3.	Definition of Temporary Moorage	Adjust Temporary Moorage definition to align with enforcement efforts and recent caselaw from no more than 24 hours to no more than 48 hours.
4.	Definition of Temporary Shelter Services	Adjust definition to include supportive housing as an ancillary use as long as the majority of the gross floor area is used for temporary shelter services.
5.	Adjust floorplate, stepback, and tower separation regulations within the Tall Building section.	Clarify the floorplate regulation applies to the tower above the sixth storey. Clarify the 3 metre stepbacks apply to all building forms above the podium. Clarify the tower separation regulation applies to the whole tower.
6.	Minor changes to Riparian Management Areas versus Environmentally Sensitive Areas terminology.	Changes made to reflect recent updates to development permit procedures for the protection of trees and align the text to match best practices for environmentally sensitive area protection, as an objective of the 2040 OCP.
7.	Change pre-amble language for the parking regulation regarding size and ratio	The intention of this regulation is to apply to all onsite parking spaces and all onsite parking lots, not just the ones that are 'required'.
8.	Change minimum size of parking space abutting a lane	This change is to ensure small parking spaces are not perpendicularly abutting lanes. Small parking spaces compromise the functionality of those lanes with larger vehicles overhanging into the lanes.
9.	Adjust MF1 parking rate	The intended language was to allow the MF1 zone one stall per unit for the first four units. The current wording is unclear in those intentions.
10.	Delete commercial loading space requirement for Child Care, Major.	Deleting the loading stall requirement Child Care Centre, Major uses as it is unnecessary as child care facilities do not need large loading facilities.



Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes		
No.	Area of Change	Additional Detail
11.	Change Home Based Business client restriction from 'on any given day' to 'at any given time'	Council approved a business license at 145 Summer Woods Drive on March 20 <sup>th</sup> 2023 to facilitate the proposed Home based business. Staff are recommending the change in order to apply the maximum number of client visits to all minor Home Based-Businesses.
12.	Adjust the maximum accessory building footprint regulation for agricultural, rural residential, and single-family zones.	Clarify the maximum footprint for accessory building regulation is applied per building, not applied to the total of all accessory buildings.
13.	Adjust minimum front yard setback for single family dwellings within a S-MU – Suburban Multiple Unit future land use designation	The original reason for this regulation was to honour the hillside sub-zone setbacks, however, it was assumed that there was no single family zoned lots within a S-MU Suburban Multiple Unit future land use designation which was incorrect. Therefore, the effective hillside setbacks should apply to all single family lots including ones with a S-MU Suburban Multiple Unit future land use designation.
14.	Change minimum Private and Common Amenity Space requirement for fee simple townhomes	In fee simple situations there is no strata to manage any common assets, therefore, there should be no requirement for common amenity space. Further, to clarify that a development can provide more than 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space requirement.
15.	Adjust the MF1 density calculation	Clarify that double fronting lots were intended to be within the 0.8 FAR category.
16.	Adjust the maximum height regulation for apartment buildings within a hillside context.	Add an exemption to exclude the entrance / exit of a parkade from being included in the height calculation.
17.	Within urban centres add Single Detached Housing as a Principal Use and add Secondary Suites as a secondary use but only for single family dwellings.	This change will allow homeowners to do additions or rebuilds if they choose.
18.	Add Apartment Housing as a Secondary Use to the P1 – Major Institutional zone and the P2 – Education and Minor Institutional zone	Adding Apartment Housing as a secondary use to the P1 and P2 zones will help facilitate housing projects that are related to the existing institutional uses on site.



Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes		
No.	Area of Change	Additional Detail
19.	Adjust building stepback regulation to only apply to mid-rise buildings and to apply within the urban centres.	This adjustment to building stepbacks will ensure consistency and fairness in mid-rise development regulations across various zones.
20.	Delete remaining half storey regulation identified in Section 14.11	Half storeys are no longer a defined term within this Zoning Bylaw.
21.	Change '1 acre' lot size in the urban plaza regulation to '4,000 m <sup>2</sup> '	Change all imperial measurements to metric
22.	Fix the <sup>.6</sup> footnote in the CD18 zone addressing minimum common and private amenity space requirements	Footnote <sup>.6</sup> is stated in the table but is missing within the footnote text. This change is to ensure the standard language for common and private amenity space regulation is within the table.

**Report prepared by:** Adam Cseke, Planner Specialist  
**Reviewed by:** Lydia Korolchuk, Acting Supervisor Urban Planning  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion by:** Ryan Smith, Divisional Director, Planning, Climate Sustainability & Development Services

#### Attachments:

Schedule 'A': Proposed Text Amendments Part 1 of 3 to Zoning Bylaw No. 12375



## TA23-0010 Schedule A – Proposed Text Amendments

### Content Changes to Zoning Bylaw No. 12375

No.	Section	Current Wording	Proposed Wording	Reason for Change
1.	Section 3.3.7 Enforcement Prohibitions	<a href="#">See Chart A</a>	<a href="#">See Chart B</a>	To coordinate the vehicle weight restriction of commercial vehicles and recreational vehicles. Add a restriction that no more than two commercial vehicles can be parked or stored within a single family dwelling zones.
2.	Section 5.3 Definitions & Interpretations General Definitions "D"	DWELLING means accommodation providing interconnected, free flowing space including bedroom(s), washrooms, and a kitchen intended for domestic use, and used or intended to be used permanently or semi-permanently for a household. A dwelling includes only one room which, due to its design, plumbing, equipment, and furnishings, may be used primarily as a kitchen, except where otherwise permitted in the bylaw. One wet bar is permitted within a dwelling. This use does not include a room in a hotel or a motel. Secondary suites are considered a separate dwelling unit.	DWELLING means accommodation providing interconnected, free flowing space including bedroom(s), washrooms, and a kitchen intended for domestic use, and used or intended to be used permanently or semi-permanently for a household. A dwelling includes only one room which, due to its design, plumbing, equipment, and furnishings, may be used primarily as a kitchen, except where otherwise permitted in the bylaw. <u>Wet bars are permitted.</u> <del>One wet bar is permitted within a dwelling.</del> This use does not include a room in a hotel or a motel. Secondary suites are considered a separate dwelling unit.	Eliminate the limitation of one wet bar per dwelling to allow for home design flexibility.



No.	Section	Current Wording	Proposed Wording	Reason for Change
3.	Section 5.3 Definitions & Interpretations General Definitions "F"	FLEET SERVICES means development using a fleet of vehicles for the delivery of people, goods or services, where such vehicles are not available for sale or long-term lease. Typical uses include but are not limited to ambulance services, rental vehicle, taxi services, bus lines, messenger, and courier services. This does not include moving or cartage firms involving trucks with a gross vehicle weight of more than 3,000 kilograms.	FLEET SERVICES means a development using a fleet of vehicles ( <u>three or more vehicles</u> ) for the delivery of people, goods, or services, where such vehicles are not available for sale or long-term lease. Typical uses include but are not limited to ambulance services, rental vehicle, taxi services, bus lines, messenger, and courier services. <del>This does not include moving or cartage firms involving trucks with a gross vehicle weight of more than 3,000 kilograms.</del>	The weight restriction is covered within the automotive and industrial definitions. Adding three or more vehicles will help clarify this definition and help bylaw enforcement in situations where fleet services are not permitted.
4.	Section 5.3 Definitions & Interpretations General Definitions "M"	MOORAGE, TEMPORARY means the securing of a boat or other water vessel by means of cables, anchors, or other contrivances on a short-term basis of less than 24 hours.	MOORAGE, TEMPORARY means the securing of a boat or other water vessel by means of cables, anchors, or other contrivances on a short-term basis <u>while directly engaging in the active recreational use of the boat or other water vessel, for a period not exceeding 48 hours.</u>	Adjust definition to align with enforcement efforts and recent caselaw.
5.	Section 5.3 Definitions & Interpretations General Definitions "T"	TEMPORARY SHELTER SERVICES means the provision of communal, transient accommodation sponsored or supervised by a public authority or non-profit agency intended to provide basic lodgings for persons requiring immediate shelter and assistance for a short period of time. Typical uses include but are not limited to hostels and over-night shelters.	TEMPORARY SHELTER SERVICES means the provision of communal, transient accommodation sponsored or supervised by a public authority or non-profit agency intended to provide basic lodgings for persons requiring immediate shelter and assistance for a short period of time. <u>This use includes an ancillary supportive housing use if the majority of the gross floor area is used for temporary shelter services.</u> Typical uses include but are not limited to hostels and over-night shelters.	Adjust definition to align with provincial housing and shelter objectives including current provincial funding models.



No.	Section	Current Wording	Proposed Wording	Reason for Change
6.	Section 5.3 Definitions & Interpretations General Definitions "S"	SUPPORTIVE HOUSING means housing consisting of dwellings with support services on-site that may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking, and transportation. Supportive housing can be in any apartment or townhouse building form.	SUPPORTIVE HOUSING means housing consisting of dwellings with support services on-site that may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking, and transportation. Supportive housing can be in any apartment or townhouse building form. <u>Supportive Housing can occur within a Single Detached Housing, Duplex Housing, or Semi-Detached Housing provided there are no more than 12 persons who are in care and that the housing is operated by a provincial agency. The layout of the home must remain a single housekeeping group and use a common kitchen.</u>	Adjust the supportive housing definition to reflect evolving models of community-based housing with supports on a small residential scale.
7.	Section 7.2.5 Site Layout Landscaping Standards	Notwithstanding any other provisions in this Bylaw, where Riparian Management Areas are required along stream corridors in accordance with the Official Community Plan, the land and vegetation shall remain undisturbed. In the case of Riparian Management Areas along Okanagan Lake, land is to remain in its natural condition or be landscaped in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred. Retaining walls along the Okanagan Lake waterfront are permitted under the terms of a development permit where required to protect lakefront property. All site layout and landscaping provisions must be consistent	Notwithstanding any other provisions in this Bylaw, <u>wherever Environmentally Sensitive Areas (as defined in the OCP) or Natural Hazard Areas (as defined in the OCP) are located, then the land and vegetation shall remain undisturbed or be restored (as described in the OCP). Riparian Management Areas (as defined by the OCP) must remain in its natural condition or be restored in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred.</u> <del>where Riparian Management Areas are required along stream corridors in accordance with the Official Community Plan, the land and vegetation shall remain</del>	Changes made to reflect recent updates to development permit procedures for the protection of trees and align the text to match best practices for environmentally sensitive area protection, as an objective of the 2040 OCP



No.	Section	Current Wording	Proposed Wording	Reason for Change
		with the riparian requirements outlined in the Official Community Plan.	<del>undisturbed. In the case of Riparian Management Areas along Okanagan Lake, land is to remain in its natural condition or be landscaped in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred. Retaining walls along the Okanagan Lake waterfront are permitted under the terms of a development permit where required to protect lakefront property. All site layout and landscaping provisions must be consistent with the riparian requirements outlined in the Official Community Plan.</del>	
8.	Section 7.2.6 Site Layout Landscaping Standards	All construction on-site must occur concurrently with erosion control measures to prevent the pollution, degradation, or siltation of natural areas and water courses. This includes the provision of temporary fencing prior to and during construction.	All construction on-site must occur concurrently with erosion control <u>and protection measures</u> to prevent the pollution, degradation, or siltation of natural areas, <u>including vegetation</u> and watercourses. This includes the provision of temporary fencing prior to and during construction.	Changes made to reflect recent updates to development permit procedures for the protection of trees and align the text to match best practices for environmentally sensitive area protection, as an objective of the 2040 OCP
9.	Section 7.2.9 Site Layout Landscaping Standards	Where the retention of native trees and ground cover is required or permitted, a letter from a registered professional landscape architect or registered professional forester shall be submitted, indicating the mitigation measures required during and after the construction to ensure the health of the vegetation.	Where the retention of <del>native trees</del> and ground cover is required or permitted, a letter from a <del>registered</del> qualified professional <u>such as a certified arborist or Landscape Architect</u> , <del>registered professional forester</del> shall be submitted indicating the mitigation measures required during and after the	Changes made to reflect recent updates to development permit procedures for the protection of trees and align the text to match best practices for environmentally



No.	Section	Current Wording	Proposed Wording	Reason for Change
			construction to ensure the health of the vegetation.	sensitive area protection, as an objective of the 2040 OCP
10.	Section 8.2.7 Parking and Loading Size and Ratio	Each required off-street parking space and parking lot layout shall conform to the following provisions	Each <del>required</del> off-street parking space and parking lot layout shall conform to the following provisions	The intention of this regulation is to apply to all onsite parking spaces and all onsite parking lots, not just the ones that are 'required'.
11.	Section 8.2.7.b Parking & Loading Size and Ratio Table 8.2.7.bRatio of Parking Space Sizes Footnote <sup>4</sup>	All parking spaces must be regular size vehicle parking space when the length of a parking space abuts a doorway.	All parking spaces must be regular size vehicle parking space when: <u>the length of a parking space abuts a doorway or when a surface parking space abuts a lane perpendicularly.</u>	This change is to ensure small parking spaces are not perpendicularly abutting lanes. Small parking spaces compromise the functionality of those lanes with larger vehicles overhanging into the lanes.
12.	Section 8.3 Parking and Loading Table 8.3 Required Off- Street Parking Requirements Footnote <sup>4</sup>	MF1 zoned lots with four dwelling units or less shall have a minimum of one (1) parking space per dwelling unit. The parking rate identified above applies to MF1 lots with five dwelling units or more.	MF1 zoned lots with four dwelling units or less shall have a minimum of one (1) parking space per dwelling unit. <u>The parking rate for MF1 lots (identified above) applies to the fifth dwelling unit and any more dwelling units.</u>	The intended language was also to allow the MF1 zone one stall per unit for the first four units. The current wording was unclear in those intentions.



No.	Section	Current Wording	Proposed Wording	Reason for Change
13.	Section 8.4 Off-Street Loading Size and Access Table 8.4 – Minimum Loading Required	<a href="#">See Chart C</a>	<a href="#">See Chart D</a>	Deleting the loading stall requirement Child Care Centre, Major uses as unnecessary as child care facilities do not need large loading facilities.
14.	Section 9.2 Specific Uses Home-Based Businesses	One client visit to the site from which the business is being operated on any given day.	One client visit to the site from which the business is being operated <del>on any given day</del> <u>at any given time.</u>	Council approved a business license at 145 Summer Woods Drive on March 20 <sup>th</sup> 2023 to facilitate the proposed Home based business. Staff are recommending the change in order to apply the maximum number of client visits to all minor Home based-Businesses.
15.	Section 9.11 Specific Uses Tall Building Regulations	<a href="#">See Chart E</a>	<a href="#">See Chart F</a>	To clarify where the floorplate regulation applies to. Clarify where the stepbacks apply to. Clarify the tower separation regulation applies to the whole tower.
16.	Section 10.5 Agricultural and Rural Zones A1 Agricultural and Development Regulations	130 m <sup>2</sup> . <sup>1</sup>	130 m <sup>2</sup> · <u>per building</u> . <sup>1</sup>	To clarify the intention of the regulation.



No.	Section	Current Wording	Proposed Wording	Reason for Change
	Max. Gross Floor Area For Non-Agricultural Accessory Buildings or Structures			
17.	Section 10.6 Agricultural and Rural Zones Development Regulations Criteria	Max. Building Footprint for Accessory Buildings or Structures	Max. Building Footprint <u>per</u> Accessory Building or Structure	To clarify the language that the maximum footprint is per building, not the total of all accessory buildings.
18.	Section 11.5 Single & Two Dwelling Zones Development Regulations	Max. Building Footprint for Accessory Buildings / Structures	Max. Building Footprint <u>per</u> Accessory Building or Structure	To clarify the language that the maximum footprint is per building, not the total of all accessory buildings.
19.	Section 11.5.7 Single & Two Dwelling Zones Development Regulations Footnote <sup>7</sup>	The front yard and flanking yard setbacks can be reduced to 3.0 m for lots within the Suburban Residential S-RES future land use designation identified in the OCP.	The front yard and flanking yard setbacks can be reduced to 3.0 m for lots within a S-RES - Suburban Residential <u>or a S-MU – Suburban Multiple Unit</u> future land use designation identified in the OCP.	The original reason for this regulation was to honour the hillside sub-zone setbacks, however, it was assumed that there was no single family zoned lots within a S-MU Suburban Multiple Unit future land use designation which was incorrect. Therefore, the effective hillside setbacks should apply to all single family lots including ones



No.	Section	Current Wording	Proposed Wording	Reason for Change
				with a S-MU Suburban Multiple Unit future land use designation.
20.	Section 13.5 Multi-Dwelling Zones Development Regulations Footnotes	<sup>9</sup> 4.0 m <sup>2</sup> per dwelling unit of the common and private amenity space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas.	<sup>9</sup> <u>A minimum of</u> 4.0 m <sup>2</sup> per dwelling unit of the common and private amenity space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. <u>Common amenity space is not required for fee simple townhouses.</u>	In fee simple situations there is no strata to manage any common assets, therefore, there should be no requirement for common amenity space. Further, to clarify that a development can provide more than 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space requirement.
21.	Section 13.6 Multi-Dwelling Zones Density and Height Development Regulations Max. Base Density for MF1 zone	0.8 FAR with lane 0.6 FAR without a lane	0.8 FAR <u>for double fronting lots</u> and lots with a lane or 0.6 FAR for lots without a lane	The lots between Cawston Ave and Wilson Ave are double fronting lots without lanes. Having the lower density calculation was meant to apply to new lots outside the original RU7 area. Therefore, this amendment is to restore the original intended density in this area.



No.	Section	Current Wording	Proposed Wording	Reason for Change																				
22.	Section 13.6 Multi-Dwelling Zones Density and Height Development Regulations Footnote <sup>.1</sup>	The base height is 18.0 m & 4 storeys except the maximum height may be increased to 22.0 m / 6 storeys if: <ul style="list-style-type: none"> <li>The subject property is fronting onto a Transit Supportive Corridor; or</li> <li>The subject property does not abut a RU1, RU2, RU3, RU4, or RU5 zoned lot.</li> </ul>	If a parkade entrance / exit has a lower finished grade than the surrounding area then this portion of the parkade can be excluded from height calculations. The base height is 18.0 m & 4 storeys except the maximum height may be increased to 22.0 m / 6 storeys if: <ul style="list-style-type: none"> <li>The subject property is fronting onto a Transit Supportive Corridor; or</li> <li>The subject property does not abut a RU1, RU2, RU3, RU4, or RU5 zoned lot.</li> </ul>	To add an exclusion for parkade entrances within hillslope situations as the overall height regulation will remain intact.																				
23.	Section 14.9 Core Area and Other Zones Principal and Secondary Land Uses	n/a	Add a row between row 59 and 60 Add the use of: Single Detached Housing Add as a 'P' Principal Use in the UC1, UC2, UC3, UC4, & UC5 zones Add as '-' Not Permitted for the remaining zones.	This change is to allow single family homes within the urban centre zones as most urban centres were pre-zoned. This change will allow home owners to do additions or rebuilds if they choose.																				
24.	Section 14.9 Core Area and Other Zones Principal and Secondary Land Uses – Secondary Suite	<table border="1"> <tr> <td>UC1</td><td>UC2</td><td>UC3</td><td>UC4</td><td>UC5</td></tr> <tr> <td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr> </table>	UC1	UC2	UC3	UC4	UC5	-	-	-	-	-	<table border="1"> <tr> <td>UC1</td><td>UC2</td><td>UC3</td><td>UC4</td><td>UC5</td></tr> <tr> <td>S <sup>.15</sup></td><td>S <sup>.15</sup></td><td>S <sup>.15</sup></td><td>S <sup>.15</sup></td><td>S <sup>.15</sup></td></tr> </table>	UC1	UC2	UC3	UC4	UC5	S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>	This change is to allow secondary suites as a permitted secondary use within an urban centre zone and only within a single family home.
UC1	UC2	UC3	UC4	UC5																				
-	-	-	-	-																				
UC1	UC2	UC3	UC4	UC5																				
S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>	S <sup>.15</sup>																				
25.	Section 14.9 Core Area and Other Zones	Apartment Housing for P1 zone: "-" Apartment Housing for P2 zone: "-"	Apartment Housing for P1 zone: " <u>S</u> " Apartment Housing for P2 zone: " <u>S</u> "	Add Apartment Housing as a secondary use to the P1 and P2 zones to help facilitate housing projects that are related																				



No.	Section	Current Wording					Proposed Wording					Reason for Change
	Principal and Secondary Land Uses											to the existing institutional uses on site.
26.	Section 14.9 Core Area and Other Zones Principal and Secondary Land Uses – Footnote	n/a					Add footnote: <del>15</del> Secondary suites are only permitted within Single Detached Housing.					This change is to allow secondary suites as a permitted secondary use within an urban centre zone and only within a single family home.
27.	Section 14.11 Core Area and Other Zones Commercial and Urban Centre Zone Development Regulations Criteria – Min Building Stepback from Front Yard and Flanking Side Yard	UC1	UC2	UC3	UC4	UC5	UC1	UC2	UC3	UC4	UC5	Add building stepback regulation to the Urban Centre zones so 6 storey building forms have consistent regulation across zones.
		n/a	n/a	n/a	n/a	n/a	3.0 m <del>14</del>	3.0 m <del>14</del>	3.0 m <del>14</del>	3.0 m <del>14</del>	3.0 m <del>14</del>	
28.	Section 14.11 Core Area and Other Zones Commercial and Urban Centre Zone Development Regulations	For any building greater than 18.0 m or 4.5 storeys and located on a corner lot, there shall be a triangular setback 4.5 m in length along the lot lines that meet at each corner of an intersection. This setback will only be required at the first storey. See Visual Example of Corner Lot Setbacks.					For any building greater than 18.0 m or <del>4.5</del> <u>storeys</u> and located on a corner lot, there shall be a triangular setback 4.5 m in length along the lot lines that meet at each corner of an intersection. This setback will only be required at the first storey. See Visual Example of Corner Lot Setbacks.					To be consistent with height definition within the remainder of the bylaw by eliminating half storeys.



No.	Section	Current Wording	Proposed Wording	Reason for Change
	Criteria – Corner Lots			
29.	Section 14.11 Core Area and Other Zones Commercial and Urban Centre Zone Development Regulations Criteria – Urban Plazas	Any site within an urban centre larger than 1 acre with a building length larger than 100 m shall provide an urban plaza at grade.	Any site within an urban centre larger than <u>4,000 m<sup>2</sup></u> with a building length larger than 100 m shall provide an urban plaza at grade.	Every measurement in the Zoning Bylaw is metric except this one. Therefore, the conversation to metric is proposed.
30.	Section 14.11 Core Area & Other Zones Commercial and Urban Centre Zone Development Regulations Footnote <sup>.11</sup>	4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.	<u>A minimum of</u> 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.	To clarify that a development can provide more than 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space requirement.
31.	Section 14.11 Core Area & Other Zones Commercial and Urban Centre Zone	<sup>.14</sup> Minimum building stepbacks apply only to buildings five (5) storeys and taller. The stepback can occur on any floor above the second storey.	<sup>.14</sup> Minimum building stepbacks apply only to buildings <u>that are at least five (5) storeys and not taller than 12 storeys</u> . The stepback can occur on any floor above the second storey.	To clarify that the stepback regulations only apply to mid-rise building form and not to towers.



No.	Section	Current Wording	Proposed Wording	Reason for Change
	Development Regulations Footnote <sup>.14</sup>			
32.	Section 15.3.5 Comprehensive Development Zone CD17 Development Regulations Footnote <sup>.3</sup>	4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.	<u>A minimum of 4.0 m<sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas. Common and Private Amenity Space can be devoted to child care centres as long as the child care spaces have direct access to open space and play areas within the lot. The amount of Common and Private Amenity Space dedicated to child care spaces cannot be more than 50% of the total space required.</u>	To clarify that a development can provide more than 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space requirement.
33.	Section 15.4.5 CD18 – McKinley Beach Resort CD18 Development Regulations Footnotes (Add footnote <sup>.6</sup> )	n/a	<sup>.6</sup> <u>A minimum of 4.0 m<sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas.</u>	Footnote .6 is stated in the table but is missing within the footnote text. This is the standard language for common and private amenity space regulation.
34.	Section 13.2 – Sub-Zone Purposes MF1 – Infill Housing	MF1r – Infill Housing with Rental Only	MF1r – Infill Housing Rental Only	To have consistency with sub-zone nomenclature across all zones within the Zoning Bylaw



No.	Section	Current Wording	Proposed Wording	Reason for Change
35.	Section 13.2 – Sub-Zone Purposes MF2 – Townhouse Housing	MF2r – Townhouse Housing with Rental Only	MF2r – Townhouse Housing Rental Only	To have consistency with sub-zone nomenclature across all zones within the Zoning Bylaw
36.	Section 13.2 – Sub-Zone Purposes MF3 – Apartment Housing	MF3r – Apartment Housing with Rental Only	MF3r – Apartment Housing Rental Only	To have consistency with sub-zone nomenclature across all zones within the Zoning Bylaw



## **Chart A**

### Original – Section 3.3.7 Prohibitions

3.3.7 No owner, lessee, tenant, or person shall:

- (a) park or store a commercial vehicle in excess of 4,100 kilograms licensed gross vehicle weight on a lot in a residential zone;
- (b) park or store a recreational vehicle in excess of 5,500 kilograms. licensed gross vehicle weight on a lot in a residential zone;
- (c) permit a motor vehicle in a state of disrepair or derelict for more than 30 days on a lot in a residential zone;
- (d) park or store more than two recreational vehicles outdoors on a lot in a rural residential zone, single & two dwelling zone, or in an agricultural zone;
- (e) place or install a flammable / combustible liquid storage container exceeding 205 litres on a lot in a residential zone;
- (f) fail to deflect lighting away from adjacent property as required by Section 6;
- (g) conduct a use in a zone where the use is not listed as a principal or secondary use in the zone;
- (h) permit occupancy of and / or to occupy a secondary dwelling unit which is not a permitted principal or secondary use in the zone;  
and
- (i) place or store construction materials on a lot in a residential zone without an active building permit on the lot unless the construction material is limited in scale and is used for personal use.



## **Chart B**

### Proposed – Section 3.3.7 Prohibitions

3.3.7 No owner, lessee, tenant, or person shall:

- (a) park or store a commercial vehicle or a recreational vehicle in excess of 5,500 kilograms. licensed gross vehicle weight on a lot in a residential zone;
- (b) permit a motor vehicle in a state of disrepair or derelict for more than 30 days on a lot in a residential zone;
- (c) park or store more than two commercial vehicles on a lot in a single & two dwelling zone.
- (d) park or store more than two recreational vehicles outdoors on a lot in a rural residential zone, single & two dwelling zone, or in an agricultural zone;
- (e) place or install a flammable / combustible liquid storage container exceeding 205 litres on a lot in a residential zone;
- (f) fail to deflect lighting away from adjacent property as required by Section 6;
- (g) conduct a use in a zone where the use is not listed as a principal or secondary use in the zone;
- (h) permit occupancy of and / or to occupy a secondary dwelling unit which is not a permitted principal or secondary use in the zone;  
and
- (i) place or store construction materials on a lot in a residential zone without an active building permit on the lot unless the construction material is limited in scale and is used for personal use.



## Chart C

Original – Table 8.4- Minimum Loading Required

<b>Table 8.4 – Minimum Loading Required</b> GFA = gross floor area m² = square metres	
Type of <a href="#">Development (Use)</a>	Required <a href="#">Loading Spaces</a>
<a href="#">Child Care Centre, Major</a>	For 1 – 25 children      0 <a href="#">loading spaces</a>
	For 26 or more children      1 <a href="#">loading spaces</a>
<a href="#">Commercial Uses</a>	1 per 1,900 m² <a href="#">GFA</a>
<a href="#">Hotels/ Motels</a>	1 per 2,800 m² <a href="#">GFA</a>
Industrial Uses	1 per 1,900 m² <a href="#">GFA</a>
Institutional Uses	1 per 2,800 m² <a href="#">GFA</a>



## Chart D

Proposed – Table 8.4- Minimum Loading Required

<b>Table 8.4 – Minimum Loading Requirement</b> GFA = gross floor area m² = square metres	
Type of <a href="#">Development (Use)</a>	Required <a href="#">Loading Spaces</a>
<a href="#">Commercial Uses</a>	1 per 1,900 m² <a href="#">GFA</a>
<a href="#">Hotels / Motels</a>	1 per 2,800 m² <a href="#">GFA</a>
Industrial Uses	1 per 1,900 m² <a href="#">GFA</a>
Institutional Uses	1 per 2,800 m² <a href="#">GFA</a>







## Chart E

Original – Table 9.11 – Tall Building Regulations

Table 9.11 – Tall Building Regulations m = metres / m <sup>2</sup> = square metres	
Criteria	Regulation ( <a href="#">GFA</a> = <a href="#">Gross Floor Area</a> )
Minimum amount of transparent glazing on first floor <a href="#">frontage</a> façade	75% for commercial <a href="#">frontage</a> n/a for residential <a href="#">frontage</a>
Minimum depth of any commercial unit fronting a street	6 m
Minimum setback for each <a href="#">corner lot</a> applied only to the first <a href="#">storey</a>	There shall be a triangular setback 4.5 m long abutting along the <a href="#">lot lines</a> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <a href="#">See visual example figure 9.11.1.</a>
Podium height (maximum)	16 m
Podium rooftop	The rooftop of the podium shall not be used for parking and there shall be no <a href="#">parking spaces</a> within the parkade that do not have an overhead roof for weather protection.
Minimum <a href="#">building</a> separation measured from exterior face of the <a href="#">building</a>	30 m
For <a href="#">structures</a> taller than 40.0 m or 13 <a href="#">storeys</a> (whichever is lesser) in height, the floor plate <sup>.1</sup> above 16.0 m cannot exceed:	<ul style="list-style-type: none"> <li>a) 750 m<sup>2</sup> <a href="#">GFA</a> for residential use</li> <li>b) 850 m<sup>2</sup> <a href="#">GFA</a> for <a href="#">hotel</a> use</li> <li>c) 930 m<sup>2</sup> <a href="#">GFA</a> for <a href="#">office</a> and/or <a href="#">commercial uses</a></li> </ul>



<b>Table 9.11 – Tall Building Regulations</b> m = metres / m <sup>2</sup> = square metres	
Criteria	Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )
Tower <b>stepback</b> above podium, including balconies, on the front building facade and flanking <b>building</b> facade (minimum)	3 m
Barrier free accessibility	Every <b>building</b> shall have front entrance at <b>finished grade</b> on the front and/or flanking street. The main residential entrance and exit shall and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.
FOOTNOTES ( <b>Table 9.11.</b> ): <sup>1</sup> The floorplate is the <b>gross floor area</b> per floor of interior space and excludes all exterior spaces such as <b>decks, patios, balconies</b> , etc.)	



## Chart F

Proposed – Table 9.11 – Tall Building Regulations

Table 9.11 – Tall Building Regulations m = metres / m <sup>2</sup> = square metres	
Criteria	Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )
Minimum amount of transparent glazing on first floor <b>frontage</b> façade	75% for commercial <b>frontage</b> n/a for residential <b>frontage</b>
Minimum depth of any commercial unit fronting a street	6 m
Minimum setback for each <b>corner lot</b> applied only to the first <b>storey</b>	There shall be a triangular setback 4.5 m long abutting along the <b>lot lines</b> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <b>See visual example figure 9.11.1.</b>
<b>Podium</b> height (maximum)	16 m
<b>Podium</b> rooftop	The rooftop of the podium shall not be used for parking and there shall be no <b>parking spaces</b> within the parkade that do not have an overhead roof for weather protection.
Parking Restriction	No parking is permitted above 16 metres from finished grade.
Minimum <b>tower</b> separation from another <b>tower</b> measured from exterior face of the <b>tower</b>	30 m
Maximum floor plate above the sixth storey <sup>.1</sup>	a) 750 m <sup>2</sup> <b>GFA</b> for residential use b) 850 m <sup>2</sup> <b>GFA</b> for <b>hotel</b> use c) 930 m <sup>2</sup> <b>GFA</b> for <b>office</b> and/or <b>commercial uses</b>



<b>Table 9.11 – Tall Building Regulations</b> m = metres / m <sup>2</sup> = square metres	
Criteria	Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )
Minimum <b>stepback</b> above <b>podium</b> (including balconies)	3 m
Barrier free accessibility	Every <b>building</b> shall have front entrance at <b>finished grade</b> on the front and/or flanking street. The main residential entrance and exit shall and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.
<b>FOOTNOTES (Table 9.11.):</b> <sup>1</sup> The floorplate is the <b>gross floor area</b> per floor of interior space and excludes all exterior spaces such as <b>decks, patios, balconies</b> , etc.)	



# TA23-0010

## General Improvements to Zoning Bylaw

Text Amendments



# Purpose

- ▶ The purpose of the text amendment is to make improvements to following sections of Zoning Bylaw No. 12375:
  - ▶ Section 3 – Enforcement Prohibitions,
  - ▶ Section 5 - Definitions & Interpretations,
  - ▶ Section 7 – Site Layout,
  - ▶ Section 8 – Parking & Loading,
  - ▶ Section 9 – Specific Use Regulations,
  - ▶ Section 10 – Agriculture & Rural Residential Zones,
  - ▶ Section 11 – Single and Two Dwelling Zones,
  - ▶ Section 13 – Multi-Dwelling Zones,
  - ▶ Section 14 – Core Area & Other Zones, and
  - ▶ Section 15 – Comprehensive Development Zones



# New Zoning Bylaw History

Jan 2022

2040 OCP



Sept 2022

Zoning Bylaw 12375



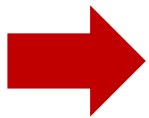
May 2023

Zoning Bylaw Transition Plan Amendments



Oct 2023

Text Amendments to fix errors





# Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes

No.	Area of Change	Additional Detail
1.	Commercial vehicle weight on residential lots, restriction of the number of commercial vehicles on residential lots, and updating the definition of Fleet Services.	Change to the vehicle weights and the number of vehicles they can store on their residential properties. The change is to increase the allowable commercial vehicle weight to match the same weight that RVs are allowed to be stored on residential lots. The other change is to limit the commercial vehicles on a single family lot to two where there currently is no limit. This change is coordinated with updating the definition of Fleet Services to define a fleet as 3 or more vehicles.
2.	Definition of Dwelling	Eliminate the limitation of one wet bar per dwelling to allow for home design flexibility.
3.	Definition of Temporary Moorage	Adjust Temporary Moorage definition to align with enforcement efforts and recent caselaw from no more than 24 hours to no more than 48 hours.
4.	Definition of Temporary Shelter Services	Adjust definition to include supportive housing as an ancillary use as long as the majority of the gross floor area is used for temporary shelter services.
5.	Definition of Supportive Housing	Add supportive housing to single family dwellings as long as the care is operated by a provincial agency. The purpose of this change is to reflect evolving models of community-based housing with supports on a small residential scale.



# Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes

No.	Area of Change	Additional Detail
6.	Adjust floorplate, setback, and tower separation regulations within the Tall Building section.	Clarify the floorplate regulation applies to the tower above the sixth storey. Clarify the 3 metre setbacks apply to all building forms above the podium. Clarify the tower separation regulation applies to the whole tower.
7.	Minor changes to Riparian Management Areas versus Environmentally Sensitive Areas terminology.	Changes made to reflect recent updates to development permit procedures for the protection of trees and align the text to match best practices for environmentally sensitive area protection, as an objective of the 2040 OCP.
8.	Change pre-amble language for the parking regulation regarding size and ratio	The intention of this regulation is to apply to all onsite parking spaces and all onsite parking lots, not just the ones that are 'required'.
9.	Change minimum size of parking space abutting a lane	This change is to ensure small parking spaces are not perpendicularly abutting lanes. Small parking spaces compromise the functionality of those lanes with larger vehicles overhanging into the lanes.
10.	Adjust MF1 parking rate	The intended language was to allow the MF1 zone one stall per unit for the first four units. The current wording is unclear in those intentions.



# Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes

No.	Area of Change	Additional Detail
11.	Delete commercial loading space requirement for Child Care, Major.	Deleting the loading stall requirement Child Care Centre, Major uses as unnecessary as child care facilities do not need large loading facilities.
12.	Change Home Based Business client restriction from 'on any given day' to 'at any given time'	Council approved a business license at 145 Summer Woods Drive on March 20 <sup>th</sup> 2023 to facilitate the proposed Home based business. Staff are recommending the change in order to apply the maximum number of client visits to all minor Home Based-Businesses.
13.	Adjust the maximum accessory building footprint regulation for agricultural, rural residential, and single-family zones.	Clarify the maximum footprint for accessory building regulation is applied per building, not applied to the total of all accessory buildings.
14.	Adjust minimum front yard setback for single family dwellings within a S-MU – Suburban Multiple Unit future land use designation	The original reason for this regulation was to honour the hillside sub-zone setbacks, however, it was assumed that there was no single family zoned lots within a S-MU Suburban Multiple Unit future land use designation which was incorrect. Therefore, the effective hillside setbacks should apply to all single family lots including ones with a S-MU Suburban Multiple Unit future land use designation.



# Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes

No.	Area of Change	Additional Detail
15.	Change minimum Private and Common Amenity Space requirement for fee simple townhomes	In fee simple situations there is no strata to manage any common assets, therefore, there should be no requirement for common amenity space. Further, to clarify that a development can provide more than 4.0 m <sup>2</sup> per dwelling unit of the Common and Private Amenity Space requirement.
16.	Adjust the MF1 density calculation	Clarify that double fronting lots were intended to be within the 0.8 FAR category.
17.	Adjust the maximum height regulation for apartment buildings within a hillside context.	Add an exemption to exclude the entrance / exit of a parkade from being included in the height calculation.
18.	Within urban centres add Single Detached Housing as a Principal Use and add Secondary Suites as a secondary use but only for single family dwellings.	This change will allow homeowners to do additions or rebuilds if they choose.



# Table 3.1 Executive Summary of Schedule 'A' Recommended Content Changes

No.	Area of Change	Additional Detail
19.	Add Apartment Housing as a Secondary Use to the P1 – Major Institutional zone and the P2 – Education and Minor Institutional zone	Adding Apartment Housing as a secondary use to the P1 and P2 zones will help facilitate housing projects that are related to the existing institutional uses on site.
20.	Adjust building setback regulation to only apply to mid-rise buildings and to apply within the urban centres.	This adjustment to building setbacks will ensure consistency and fairness in mid-rise development regulations across various zones.
21.	Delete remaining half storey regulation identified in Section 14.11	Half storeys are no longer a defined term within this Zoning Bylaw.
22.	Change '1 acre' lot size in the urban plaza regulation to '4,000 m <sup>2</sup> '	Change all imperial measurements to metric
23.	Fix the .6 footnote in the CD18 zone addressing minimum common and private amenity space requirements	Footnote .6 is stated in the table but is missing within the footnote text. This change is to ensure the standard language for common and private amenity space regulation is within the table.



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed Text Amendments and recommend the bylaw be forwarded to public hearing
  - ▶ Cleanup language improvements to Zoning Bylaw to increase functionality and applicability



**CITY OF KELOWNA**  
**BYLAW NO. 12594**  
**TA23-0010 – Content Changes**

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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 **Section 3 – Enforcement, Section 3.3 – Prohibitions, Section 3.3.7** be deleted in its entirety and replaced with Section 3.3.7 outlined in **Schedule A** as attached to and forming part of this bylaw;
2. AND THAT **Section 5 – Definitions & Interpretations, Section 5.3 – General Definitions, DWELLING** be amended by deleting "One **wet bar** is permitted within a dwelling." and replacing it with "Wet bars are permitted.";
3. AND THAT **Section 5 – Definitions & Interpretations, Section 5.3 – General Definitions, FLEET SERVICES** be amended as follows:
  - a) Adding "(three or more)" after "using a fleet of vehicles", and
  - b) Deleting "This does not include moving or cartage firms involving trucks with a gross vehicle weight of more than 3,000 kilograms.";
4. AND THAT **Section 5 – Definitions & Interpretations, Section 5.3 – General Definitions, MOORAGE, TEMPORARY** be amended by deleting "of less than 24 hours." and replacing it with the following:

"while directly engaging in the active recreational use of the boat or other vessel, for a period not exceeding 48 hours.";
5. AND THAT **Section 5 – Definitions & Interpretations, Section 5.3 – General Definitions, SUPPORTIVE HOUSING** be amended by adding the following after "townhouse building form.":

"Supportive Housing can occur within a Single Detached Housing, Duplex Housing, or Semi-Detached Housing provided there are no more than 12 persons who are in care and that the housing is operated by a provincial agency. The layout of the home must remain a single housekeeping group and use a common kitchen.";



6. AND THAT **Section 5 – Definitions & Interpretations, Section 5.3 – General Definitions, TEMPORARY SHELTER SERVICES** be amended by adding the following before “Typical uses include”:

“This use includes an ancillary supportive housing use if the majority of the gross floor area is used for temporary shelter services.”;

7. AND THAT **Section 7 – Site Layout, Section 7.2 – Landscaping Standards, 7.2.5** be amended as follows:

Deleting the following:

“ where **Riparian Management Areas** are required along stream corridors in accordance with the **Official Community Plan**, the land and vegetation shall remain undisturbed. In the case of **Riparian Management Areas** along Okanagan Lake, land is to remain in its natural condition or be landscaped in a manner that either enhances conditions for **fish** and wildlife or maintains conditions equivalent to those that would have existed had no **development** occurred. **Retaining walls** along the Okanagan Lake waterfront are permitted under the terms of a development permit where required to protect lakefront property. All site layout and **landscaping** provisions must be consistent with the riparian requirements outlined in the **Official Community Plan**.”

And replacing it with:

“wherever Environmentally Sensitive Areas (as defined in the OCP) or Natural Hazard Areas (as defined in the OCP) are located, then the land and vegetation shall remain undisturbed or be restored (as described in the OCP). Riparian Management Areas (as defined by the OCP) must remain in its natural condition or be restored in a manner that either enhances conditions for fish and wildlife or maintains conditions equivalent to those that would have existed had no development occurred.”;

8. AND THAT **Section 7 – Site Layout, Section 7.2 – Landscaping Standards, 7.2.6** be amended as follows:

- a) Adding “and protection measures” after “concurrently with erosion control”, and
- b) Adding “, including vegetation” after “siltation of natural areas”;

9. AND THAT **Section 7 – Site Layout, Section 7.2 – Landscaping Standards, 7.2.9** be amended by deleting “native” after “Where the retention of”;

10. AND THAT **Section 7 – Site Layout, Section 7.2 – Landscaping Standards, 7.2.9** be amended as follows:



Deleting the following:

“registered professional landscape architect or registered professional forester”

And replacing it with:

“qualified professional, such as a certified arborist or Landscape Architect,”;

11. AND THAT **Section 8 – Parking and Loading, Section 8.2 – Parking Setbacks, 8.2.7** be amended by deleting “required” before “off-street **parking space**”;
12. AND THAT **Section 8 – Parking and Loading, Section 8.2 – Parking Setbacks, Table 8.2.7.b Ratio of Parking Space Sizes, FOOTNOTE 4** be amended by deleting the “.” after “**abuts a doorway**” and replacing it with “or when a surface parking space abuts a lane perpendicularly.”;
13. AND THAT **Section 8 – Parking and Loading, Section 8.3 – Required Off-Street Parking Requirements, Table 8.3.1 Residential Multi-Dwelling Parking, FOOTNOTE 4** be amended as follows:

Deleting the following:

“The parking rate identified above applies to MF1 **lots** with five **dwelling units** or more.”

And replacing it with:

“The parking rate for MF1 lots (identified above) applies to the fifth dwelling unit and any more dwelling units.”;

14. AND THAT **Section 8 – Parking and Loading, Section 8.4 – Off-Street Loading, Table 8.4 – Minimum Loading Requirement** be deleted in its entirety and replaced with Table 8.4 outlined in **Schedule B** as attached to and forming part of this bylaw;
15. AND THAT **Section 9 – Specific Use Regulations, Section 9.2 – Home Based Businesses, Section 9.2 – Home Based Business Regulations, Maximum Number of Clients / Visitors, Minor** be amended by deleting “on any given day” and replacing it with “at any given time.”;
16. AND THAT **Section 9 – Specific Use Regulations, Section 9.11 – Tall Building Regulations, Table 9.11 – Tall Building Regulations** be deleted in its entirety and replaced with Table 9.11 outlined in **Schedule C** as attached to and forming part of this bylaw;
17. AND THAT **Section 10 – Agriculture & Rural Zones, Section 10.5 – A1 Agricultural and Development Regulations, Non-Agricultural Accessory Buildings or Structures, Max Gross Floor Area** be amended by adding “per building” after “130 m<sup>2</sup>”;



18. AND THAT **Section 10 – Agriculture & Rural Zones, Section 10.6 – Development Regulations, Criteria** be amended by deleting “**Max. Building Footprint for Accessory Buildings or Structures**” and replacing it with “Max. Building Footprint per Accessory Building or Structure”;
19. AND THAT **Section 11 – Single and Two Dwelling Zones, Section 11.5 – Development Regulations** be amended by deleting “**Max. Building Footprint for Accessory Buildings / Structures**” and replacing it with “Max. Building Footprint per Accessory Building or Structure”;
20. AND THAT **Section 11 – Single and Two Dwelling Zones, Section 11.5 – Development Regulations, FOOTNOTE <sup>7</sup>** be amended as follows:

Deleting the following:

“the Suburban Residential S-RES”

And replacing it with:

“a S-RES - Suburban Residential or a S-MU – Suburban Multiple Unit”;

21. AND THAT **Section 13 – Multi- Dwelling Zones, Section 13.5 – Development Regulations, FOOTNOTE <sup>9</sup>** be amended as follows:

- a) Adding “A minimum of” before “4.0 m<sup>2</sup> per **dwelling unit**”, and
- b) Adding “Common amenity space is not required for fee simple townhouses.” after “required setback areas.”;

22. AND THAT **Section 13 – Multi- Dwelling Zones, Section 13.6 – Density and Height Development Regulations, Max Base Density, MF1** be amended as follows:

Deleting the following:

“0.8 **FAR** with **lane**  
0.6 **FAR** without a **lane**”

And replacing it with:

“0.8 FAR for double fronting lots and lots with a lane or  
0.6 FAR for lots without a lane”;



23. AND THAT **Section 13 – Multi- Dwelling Zones, Section 13.6 – Density and Height Development Regulations, FOOTNOTE <sup>14</sup>** be amended by adding the following before “The base height is”:
- “If a parkade entrance / exit has a lower finished grade than the surrounding area then this portion of the parkade can be excluded from height calculations.”;
24. AND THAT **Section 14 – Core Area & Other Zones, Section 14.9 – Principal and Secondary Land Uses** be amended as follows:
- a) Inserting a row for “Single Detached Housing” under the “Secondary Suite” row,
  - b) Adding “P” to the “Single Detached Housing” row under “UC1”, under “UC2”, under “UC3”, under “UC4”, and under “UC5”, and
  - c) Adding “-” to the “Single Detached Housing” row under “C1”, under “C2”, under “CA1”, under “VC1”, under “I1”, under “I2”, under “I3”, under “I4”, under “P1”, under “P2”, under “P3”, under “P4”, under “P5”, under “HD1”, under “W1”, and under “W2”;
25. AND THAT **Section 14 – Core Area & Other Zones, Section 14.9 – Principal and Secondary Land Uses, Secondary Suite** be amended by deleting “-” under “UC1”, under “UC2”, under “UC3”, under “UC4”, and under “UC5” and replacing it with “S <sup>15</sup>”;
26. AND THAT **Section 14 – Core Area & Other Zones, Section 14.9 – Principal and Secondary Land Uses, Apartment Housing, Apartment Housing** be amended by deleting “-” under “P1” and under “P2” and replacing it with “S”;
27. AND THAT **Section 14 – Core Area & Other Zones, Section 14.9 – Principal and Secondary Land Uses** be amended by adding the following FOOTNOTE in its appropriate location:
- <sup>15</sup> Secondary suites are only permitted within Single Detached Housing.”;
28. AND THAT **Section 14 – Core Area & Other Zones, Section 14.11 – Commercial and Urban Centre Zone Development Regulations, Min. Building Stepback from Front Yard and Flanking Side Yard** be amended by deleting “n/a” under “UC1”, under “UC2”, under “UC3”, under “UC4”, and under “UC5” and replacing it with “30.0 m <sup>14</sup>”;
29. AND THAT **Section 14 – Core Area & Other Zones, Section 14.11 – Commercial and Urban Centre Zone Development Regulations, Corner Lots** be amended by deleting the “.5” after “For any building greater than 18.0 m or 4”;
30. AND THAT **Section 14 – Core Area & Other Zones, Section 14.11 – Commercial and Urban Centre Zone Development Regulations, Urban Plazas** be amended by deleting “1 acre” and replacing it with “4,000 m<sup>2</sup>”;



31. AND THAT **Section 14 – Core Area & Other Zones, Section 14.11 – Commercial and Urban Centre Zone Development Regulations, FOOTNOTE <sup>11</sup>** be amended by adding “A minimum of” before “4.0 m<sup>2</sup> per dwelling unit”;

32. AND THAT **Section 14 – Core Area & Other Zones, Section 14.11 – Commercial and Urban Centre Zone Development Regulations, FOOTNOTE <sup>14</sup>** be amended as follows:

Deleting the following:

“Minimum building setbacks apply only to buildings five (5) storeys and taller.”

And replacing it with:

“Minimum building setbacks apply only to buildings that are at least five (5) storeys and not taller than 12 storeys.”;

33. AND THAT **Section 15 – Comprehensive Development Zones, Section 15.3 – CD17 – High Density Mixed Use Commercial, Section 15.3.5 – CD17 Development Regulations, FOOTNOTE <sup>3</sup>** be amended by adding “A minimum of” before “4.0 m<sup>2</sup> per dwelling unit”;

34. AND THAT **Section 15 – Comprehensive Development Zones, Section 15.4 – CD18 – McKinley Beach Resort, Section 15.4.5 – CD18 Development Regulations** be amended by adding the following FOOTNOTE in its appropriate location:

“<sup>6</sup> A minimum of 4.0 m<sup>2</sup> per dwelling unit of the Common and Private Amenity Space shall be configured as common area that is accessible to all residents and must not be located within the required setback areas.”;

35. AND FURTHER THAT **Section 13 – Multi-Dwelling Zones, Section 13.2 – Sub-Zone Purposes, Sub-Zone** be amended as follows:

- a) Deleting “with” after “MF1r – Infill Housing”,
- b) Deleting “with” after “MF2r – Townhouse Housing”, and
- c) Deleting “with” after “MF3r – Apartment Housing”;

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

Read a first time by the Municipal Council this 6<sup>th</sup> day of November 2023.

Considered at a Public Hearing on the



Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



## Schedule A

3.3.7 No owner, lessee, tenant, or person shall:

- (a) park or store a commercial vehicle or a recreational vehicle in excess of 5,500 kilograms. licensed gross vehicle weight on a lot in a residential zone;
- (b) permit a motor vehicle in a state of disrepair or derelict for more than 30 days on a lot in a residential zone;
- (c) park or store more than two commercial vehicles on a lot in a single & two dwelling zone.
- (d) park or store more than two recreational vehicles outdoors on a lot in a rural residential zone, single & two dwelling zone, or in an agricultural zone;
- (e) place or install a flammable / combustible liquid storage container exceeding 205 litres on a lot in a residential zone;
- (f) fail to deflect lighting away from adjacent property as required by Section 6;
- (g) conduct a use in a zone where the use is not listed as a principal or secondary use in the zone;
- (h) permit occupancy of and / or to occupy a secondary dwelling unit which is not a permitted principal or secondary use in the zone; and
- (i) place or store construction materials on a lot in a residential zone without an active building permit on the lot unless the construction material is limited in scale and is used for personal use.



## Schedule B

<b>Table 8.4 – Minimum Loading Requirement</b> GFA = gross floor area m <sup>2</sup> = square metres	
Type of <a href="#">Development (Use)</a>	Required <a href="#">Loading Spaces</a>
<a href="#">Commercial Uses</a>	1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>
<a href="#">Hotels / Motels</a>	1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>
Industrial Uses	1 per 1,900 m <sup>2</sup> <a href="#">GFA</a>
Institutional Uses	1 per 2,800 m <sup>2</sup> <a href="#">GFA</a>



## Schedule C

<b>Table 9.11 – Tall Building Regulations</b> m = metres / m <sup>2</sup> = square metres	
Criteria	Regulation ( <b>GFA</b> = <b>Gross Floor Area</b> )
Minimum amount of transparent glazing on first floor <b>frontage</b> façade	75% for commercial <b>frontage</b> n/a for residential <b>frontage</b>
Minimum depth of any commercial unit fronting a street	6 m
Minimum setback for each <b>corner lot</b> applied only to the first <b>storey</b>	There shall be a triangular setback 4.5 m long abutting along the <b>lot lines</b> that meet at each corner of an intersection. Within the volumetric 4.5 m triangular setback there shall be no buildings or structural columns are permitted. <b>See visual example figure 9.11.1.</b>
<b>Podium</b> height (maximum)	16 m
<b>Podium</b> rooftop	The rooftop of the podium shall not be used for parking and there shall be no <b>parking spaces</b> within the parkade that do not have an overhead roof for weather protection.
Parking Restriction	No parking is permitted above 16 metres from finished grade.
Minimum <b>tower</b> separation from another <b>tower</b> measured from exterior face of the <b>tower</b> .	30 m
Maximum floor plate above the sixth storey. <sup>.1</sup>	a) 750 m <sup>2</sup> <b>GFA</b> for residential use b) 850 m <sup>2</sup> <b>GFA</b> for <b>hotel</b> use c) 930 m <sup>2</sup> <b>GFA</b> for <b>office</b> and/or <b>commercial uses</b>
Minimum <b>stepback</b> above <b>podium</b> (including balconies)	3 m
Barrier free accessibility	Every <b>building</b> shall have front entrance at <b>finished grade</b> on the front and/or flanking street. The main residential entrance and exit shall and all commercial spaces shall provide barrier free accessibility to the nearest sidewalk.
<b>FOOTNOTES (Table 9.11.):</b> <sup>.1</sup> The floorplate is the <b>gross floor area</b> per floor of interior space and excludes all exterior spaces such as <b>decks, patios, balconies</b> , etc.)	



**CITY OF KELOWNA**  
**BYLAW NO. 12522**  
**Z21-0060**  
**1885 High Road & 810 Glenmore Drive**

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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 A Section 29 Township 26 ODYD Plan KAP58828 located on High Road, Kelowna, BC and Lot 2 Section 29 Township 26 ODYD Plan 4101 located on Glenmore Drive, Kelowna, BC from the C2 – Vehicle Oriented Commercial zone and the RU1 – Large Lot Housing zone to the MF3r – Apartment Housing Rental Only zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 5<sup>th</sup> day of June, 2023.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# REPORT TO COUNCIL DEVELOPMENT PERMIT & DEVELOPMENT VARIANCE PERMIT



**Date:** November 28, 2023  
**To:** Council  
**From:** City Manager  
**Address:** 1885 High Road, 810 Glenmore Drive, and Adjacent Portion of Road  
**File No.:** DP21-0132 / DVP21-0133  
**Zone:** MF3r – Apartment Housing Rental Only

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## 1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12522 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP21-0132 and Development Variance Permit No. DVP21-0133 for Lot A Section 29 Township 26 ODYD Plan KAP58828, Lot 2 Section 29 Township 26 ODYD Plan 4101 and THAT PART OF ROAD DEDICATED ON PLAN 896 SECTION 29 TOWNSHIP 26 ODYD, SHOWN AS ROAD TO BE CLOSED ON PLAN EPP128151 located at, and adjacent to, 1885 High Road and 810 Glenmore Drive, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. The applicant to 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 THAT Council authorizes the variances to the following sections of Zoning Bylaw No. 12375 be granted:

### **Table 7.2: MF3 – Tree & Landscaping Planting Requirements**

To vary the minimum growing medium area from 75% soil based landscaping required to 65% soil based landscaping proposed.

### **Section 7.2.3(a): Site Layout, Landscaping Standards**

To vary a driveway within a landscape area from being permitted to cross the landscape area to being permitted to reduce a portion of the landscape area on the southern property line.

### **Section 13.5: MF3 – Development Regulations**

To vary the minimum building setback from 3.0m required to 0.6m proposed.

AND THAT lot consolidation be completed prior to the issuance of the Development Permit and Development Variance Permit;

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



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

## **2.0 Purpose**

To issue a Development Permit for the form and character of apartment housing and a Development Variance Permit to vary the building setback, minimum growing medium area and the location of a driveway within landscape area regulation.

## **3.0 Development Planning**

Staff support the proposed Development Permit for the form and character of apartment housing. The proposed project generally aligns with Official Community Plan (OCP) Form and Character Design Guidelines for Low & Mid-Rise Residential Development. Key guidelines that are met include:

- Providing a lobby and main entrance that are clearly visible from the fronting street;
- Setting the building back 3.0m to allow a semi-private entrance to individual units at ground-level;
- Onsite surface parking is located behind the building, away from public view and screened with landscaping;
- A range of high-quality materials and designs that feature wood textured siding, brick and a mixture of stucco and metal panels;
- High-quality outdoor amenity space including a landscaped amenity deck on the roof of the building.

Materials that are proposed include wood textured siding, light grey siding, light grey stucco, brick, and deep grey metal panels. Common amenity spaces include an outdoor picnic area, an outdoor turf amenity space and a large rooftop amenity space. Two publicly accessible MODO car share vehicles will be accommodated at the rear surface parking lot.

A variance is being proposed to the minimum growing medium area from 75% required to 65% proposed. The property is flanked by two streets (Glenmore Drive and Lowland Street) and has a rear laneway that runs through the property. This has created a unique situation where landscape areas are required on all four sides of the subject property. This has led to additional paved areas being required to be placed within the landscape area, and less soil-based landscaping being able to be achieved. To help the long-term survival of the proposed trees, a continuous laterally connected trench of growing medium has been included on all sides and soil cells have also been provided under all paved areas that cross the landscape area. The Landscape Architect has provided an additional rationale letter (Attachment C), which further enforces that there should be no impact to the survival of the trees.

A variance is being proposed to allow the driveway to reduce a portion of the required landscape area on the southern property line. The subject property includes a portion of City land that has been purchased by the owner. A condition of the purchase of this land is to close the portion of the southern laneway that accesses Glenmore Drive and to provide a Statutory Right of Way (SRW) through the property. The SRW will grant the bordering properties access to the front of their properties from Lowland Street. The closure of this laneway onto Glenmore Drive, helps complete the City's goal of closing direct access onto Major Arterial roads. The Zoning Bylaw allows driveways to cross landscape areas, but it does not allow driveways to traverse over a long portion of the property. Given the unique shape of the property, and the requirement for an SRW to be located through the site, Staff support the proposed variance.

A variance is proposed to reduce the required setback for portions of the front of the building from 3.0 m to 0.6 m. A portion of the front of the building does meet the required setback. While the required setback is reduced, a setback is still provided, and the façade is well articulated in compliance with OCP Design Guidelines.



#### 4.0 Subject Property & Background

##### 4.1 Subject Property Map



The subject property is located on the corner of Glenmore Drive, High Road, and Lowland Street. Glenmore Drive is designated as a Transit Supportive Corridor and there are three transit stops located within 200 m of the subject property. The surrounding area has a mix of single dwelling housing, multi-family, commercial and Kelowna Golf & Country Club is located across Glenmore Drive from the property. Golfview Park is located within 200m of the subject property.

#### 5.0 Zoning Bylaw Regulations Summary

AREA & UNIT STATISTICS		
Gross Lot Area		2,656.4 m <sup>2</sup>
Total Number of Units		50
Bachelor		12
1-bed		21
2-bed		13
3-bed		4
DEVELOPMENT REGULATIONS		
CRITERIA	MF <sub>3</sub> ZONE	PROPOSAL
Total Maximum Floor Area Ratio	2.1	1.26
Max. Site Coverage (buildings)	65%	47%
Max. Site Coverage (buildings, parking, driveways)	85%	75%
Max. Height	22.0 m	17.7 m
Stores	6	5



<b>Setbacks</b>		
Min. Front Yard – 1 <sup>st</sup> Storey (High Road)	2.0 m	2.0 m
Min. Front Yard – 2 <sup>nd</sup> – 5 <sup>th</sup> storeys (High Road)	4.5 m	5.99 m
Min. Flanking Side Yard – 1 <sup>st</sup> Storey (Glenmore Drive)	2.0 m	2.0 m
Min. Flanking Side Yard – 2 <sup>nd</sup> – 5 <sup>th</sup> Storey (Glenmore Drive)	4.5 m	4.53 m
Min. Flanking Side Yard – 1 <sup>st</sup> Storey (Lowland Street)	2.0 m	2.0 m
Min. Flanking Side Yard – 2 <sup>nd</sup> – 5 <sup>th</sup> Storey (Lowland Street)	4.5 m	6.85 m
Min. Rear Yard (South)	4.5 m	5.27 m
<b>Step backs</b>		
Min. Fronting Street (High Road)	3.0 m	0.60 m <sup>①</sup>
<b>Amenity Space</b>		
<b>Total Required Amenity Space</b>	<b>830 m<sup>2</sup></b>	<b>839.8 m<sup>2</sup></b>
Common	200 m <sup>2</sup>	370 m <sup>2</sup>
Private	n/a	469.8 m <sup>2</sup>
<b>Landscaping</b>		
Min. Number of Trees	18 trees	18 trees
Min. Large Trees	9 trees	13 trees
Min. Growing Medium Area	75% soil based landscaping	65% soil-based landscaping <sup>②</sup>
<sup>①</sup> Indicates a requested variance to minimum building setback in <b>Section 13.5</b> . <sup>②</sup> Indicates a requested variance to the minimum growing medium area in <b>Table 7.2</b> .		
<b>PARKING REGULATIONS</b>		
<b>CRITERIA</b>	<b>MF<sub>3</sub> ZONE REQUIREMENTS</b>	<b>PROPOSAL</b>
<b>Total Required Vehicle Parking</b>	<b>52 stalls</b>	<b>38 stalls</b>
Rental Reduction (10%)	-5	
Bike Parking Incentive	-5	
Car Share Reduction	-10	
Total Resident Parking	<b>32 stalls</b>	<b>32 stalls</b>
Visitor	7 stalls	
Visitor Stall (rental reduction)	-1	<b>6 stalls</b>
Ratio of Regular to Small Stalls	Min. 50% Regular Max. 50% Small	69 % Regular 31 % Small
Min. Loading Stalls	stalls	stalls
Bicycle Stalls Short-Term	10 stalls	10 stalls
Bicycle Stalls Long-Term	69 stalls	70 stalls
Bonus Stalls Provided for Parking Reduction	y	y
Bike Wash & Repair	y	y

## 6.0 Application Chronology

Application Accepted:	June 7 <sup>th</sup> , 2021
Public Information Session:	May 18 <sup>th</sup> , 2022
Public Notification Completed:	May 5, 2023
Adoption of Zone Amending Bylaw:	Nov 21, 2023



**Report prepared by:** Tyler Caswell, Planner II  
**Reviewed by:** Lydia Korolchuk, Acting Planning Supervisor  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

**Attachments:**

Attachment A: Draft Development Permit DP21-0132 / DVP21-0133

Schedule A: Site Plan & Floor Plans

Schedule B: Elevations & Sections

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

Attachment C: Variance Rationale from Landscape Architect

Attachment D: MODO Car Share Agreement

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments).



# Development Permit & Development Variance Permit

DP21-0132 / DVP21-0133



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

**1885 High Road & 810 Glenmore Drive**

and legally known as

Lot A Section 29 Township 26 ODYD Plan KAP58828, Lot 2 Section 29 Township 26 ODYD Plan 4101 and THAT PART OF ROAD DEDICATED ON PLAN 896 SECTION 29 TOWNSHIP 26 ODYD, SHOWN AS ROAD TO BE CLOSED ON PLAN EPP128151

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:** November 21<sup>st</sup>, 2023

**Development Permit Area:** Form and Character DP

**Existing Zone:** MF3r – Apartment Housing Rental Only

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

**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:** Polar Projects Development Group

**Applicant:** Dionne Delesalle – Polar Projects Development Group

---

Jocelyn Black  
Urban Planning 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. DP21-0132 and Development Variance Permit No. DVP21-0133 for Lot A Section 29 Township 26 ODYD Plan KAP58828, Lot 2 Section 29 Township 26 ODYD Plan 4101 and THAT PART OF ROAD DEDICATED ON PLAN 896 SECTION 29 TOWNSHIP 26 ODYD, SHOWN AS ROAD TO BE CLOSED ON PLAN EPP128151 located at 1885 High Road and 810 Glenmore Drive 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;

AND THAT variances to the following section[s] of Zoning Bylaw No. 12375 be granted:

**Table 7.2: MF3 – Tree & Landscaping Planting Requirements**

To vary the minimum growing medium area from 75% soil based landscaping required to 65% soil based landscaping proposed.

**Section 7.2.3(a): Site Layout, Landscaping Standards**

To vary a driveway within a landscape area from being permitted to cross the landscape area to being permitted to reduce a portion of the landscape area on the southern property line.

**Section 13.5: MF3 – Development Regulations**

To vary the minimum building setback from 3.0m required to 0.6m proposed.

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

## 3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property 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 **\$158,324.69**

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

## 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.**



1885 HIGH ROAD  
KELOWNA, BC  
PROJECT # 2102

CIVIC ADDRESS: 1885 HIGH RD AND 810 GLENMORE DRIVE, KELOWNA, BC, V1Y 4G3  
LEGAL DESCRIPTION: PLAN KAP4101 LOT 2 SECTION 29 TOWNSHIP 26;  
PLAN KAP58828 LOT A SECTION 29 TOWNSHIP 26 FACILITY NAME SS411

RE-ISSUED FOR REZONING, DEVELOPMENT PERMIT  
& DEVELOPMENT VARIANCE PERMIT  
AUGUST 4, 2023

SCHEDULE

A

This forms part of application

# DP21-0132 DVP21-0133

Planner Initials

TC

City of Kelowna

DEVELOPMENT PLANNING





2023-08-04

CONTACT LIST	
<b>CLIENT</b> POLAR PROJECTS DEV GROUP 1165 20TH ST W, NORTH VANCOUVER, V7P 2B6 TEL: (604) 726-7760 CONT: DIONNE DELESALLE	
<b>ARCHITECT</b> COLIN HARPER ARCHITECT 302-666 COOK STREET, VICTORIA, BC, V8V 3Y7 TEL: 778-584-0582 CONT: COLIN HARPER	
<b>LANDSCAPE ARCHITECT</b> ECORA 2045 ENTERPRISE WAY, KELOWNA, BC, V1Y 9T5 TEL: 250-469-9757 CONT: FIONA BARTON	
<b>SURVEY</b> BENNETT LAND SURVEY #201 - 1470 ST. PAUL STREET KELOWNA, BC, V1Y 2E6 TEL: 250-763-5711 CONT: WAYNE BROWN	
<b>MECHANICAL</b> REINBOLD ENGINEERING 301-1664 RICHTER STREET KELOWNA, BC, V1Y 8N3 TEL: 250-763-1049 CONT: TONY PAGNOTTA	

DRAWING LIST	
ARCHITECTURAL	A000 COVER SHEET
	A101 PARKING PLAN
	A201 SITE PLAN / LEVEL 1
	A202 LEVEL 2
	A203 LEVEL 3
	A204 LEVEL 4
	A205 LEVEL 5
	A206 ROOF LEVEL
	A210 UNIT PLANS
	A211 UNIT PLANS
	A212 UNIT PLANS
	A213 UNIT PLANS
	A214 UNIT PLANS
LANDSCAPE	A301 ELEVATIONS
	A302 MATERIAL BOARD
	A401 SECTIONS
	A901 AERIAL CONTEXT AND SITE STRATEGY
	A902 PERSPECTIVE VIEWS
	L1 LANDSCAPE PLAN - AT GRADE
	L2 LANDSCAPE PLAN - ROOF
	L3 WATER CONSERVATION / IRRIGATION PLAN - AT GRADE
	L4 WATER CONSERVATION / IRRIGATION PLAN - ROOF



CONTEXT PLAN AND EXISTING UTILITIES

N.T.S.

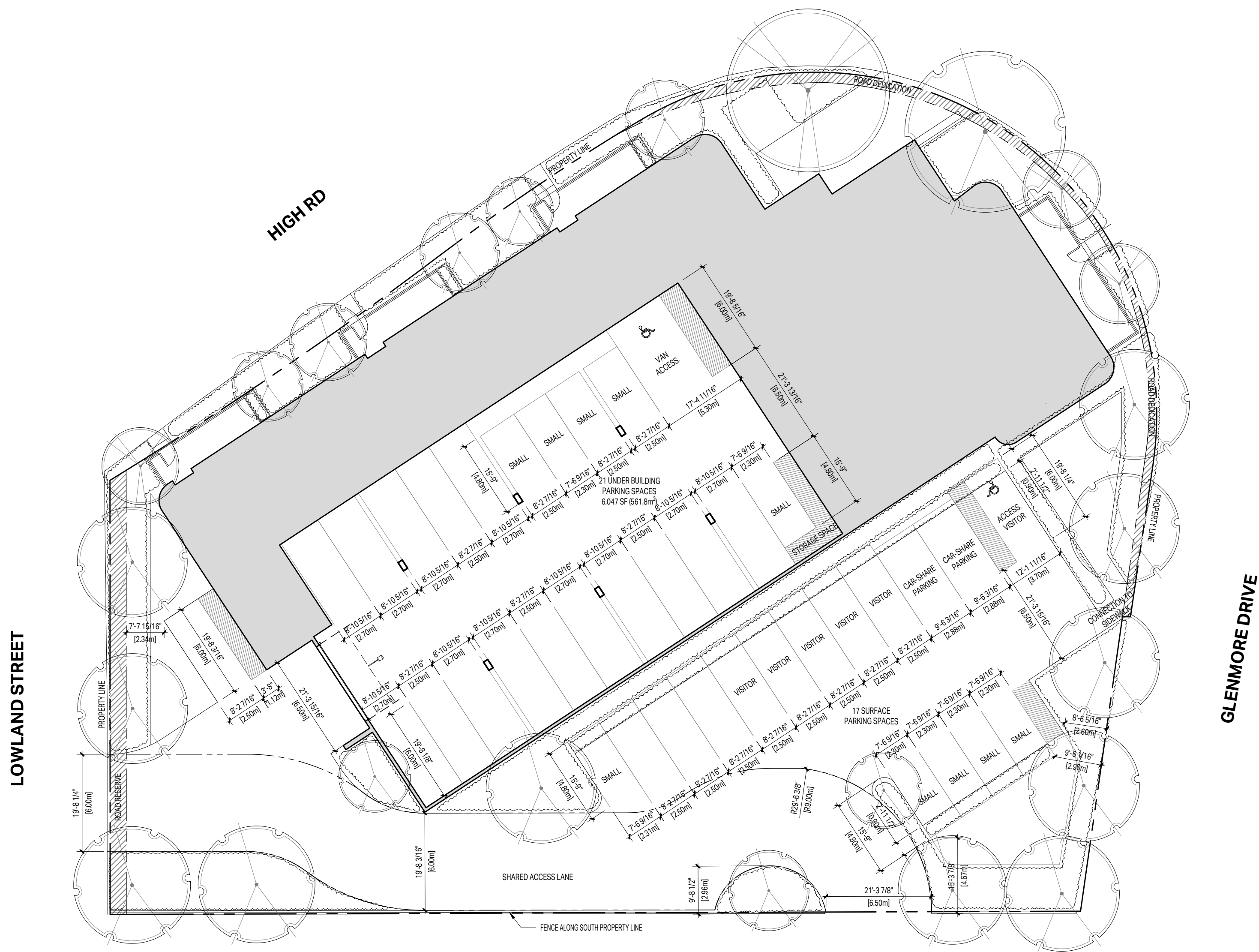
1885 HIGH ROAD - ZONING DATA (MF3 - 5 STOREY)	
PR. #: 2102 DATE: August 4, 2023	
<b>PROPERTY INFORMATION</b> PROJECT ADDRESS: 1885 HIGH ROAD AND 810 GLENMORE DRIVE, KELOWNA, BC LEGAL DESCRIPTION: PLAN KAP4101 LOT 2 SECTION 29 TOWNSHIP 26; PLAN KAP58828 LOT A SECTION 29 TOWNSHIP 26 FACILITY NAME SS411 EXISTING: G2 AND RU1; PROPOSED: MF3 DPA 16 FORM AND CHARACTER	
<b>ZONING</b> DEVELOPMENT PERMIT AREA	
<b>ZONING DATA</b> LOT AREA LOT WIDTH LOT DEPTH NET FLOOR AREA GROSS FLOOR AREA EFFICIENCY FLOOR AREA RATIO SITE COVERAGE % SITE COVERAGE HEIGHT OF BUILDING NUMBER OF STOREYS COMMON AMENITY SPACE	
<b>PARKING</b> VEHICLE BASE PARKING 10% RENTAL REDUCTION BIKE PARKING INCENTIVE CAR SHARE INCENTIVE TOTAL VEHICLE PARKING VEHICLE PARKING - ACCESSIBLE (INCLUDED IN TOTAL) VEHICLE BASE VISITOR PARKING TOTAL VISITOR PARKING (10% RENTAL REDUCTION IN VISITOR PARKING) VEHICLE VISITOR PARKING - ACCESSIBLE (INCLUDED IN TOTAL) REGULAR SIZE VEHICLE PARKING ON-SITE CAR SHARE PARKING STALL (INCLUDED IN TOTAL) LONG TERM BICYCLE PARKING (INCLUDING BONUS LONG TERM) SHORT TERM BICYCLE PARKING GROUND ANCHORED BIKE PARKING	
<b>BUILDING SETBACKS</b> HIGH RD (FRONT YARD) - 1ST STOREY HIGH RD (FRONT YARD) - 2ND TO 4TH STOREY HIGH RD (FRONT YARD) - 5TH STOREY GLENMORE (FLANKING SIDE YARD) - 1ST STOREY GLENMORE (FLANKING SIDE YARD) - 2ND TO 4TH STOREY GLENMORE (FLANKING SIDE YARD) - 5TH STOREY (FLANKING SIDE YARD) LOWLAND (FLANKING SIDE YARD) - 1ST STOREY LOWLAND (FLANKING SIDE YARD) - 2ND TO 4TH STOREY LOWLAND (FLANKING SIDE YARD) - 5TH STOREY SOUTH LOT LINE (REAR YARD) - 1ST STOREY SOUTH LOT LINE (REAR YARD) - 2ND TO 4TH STOREY SOUTH LOT LINE (REAR YARD) - 5TH STOREY	
<b>UNIT COUNT AND MIX</b> UNIT TYPE BACHELOR 1 BR 2 BR 3 BR TOTAL	
<b>REQUIRED COMMON AND PRIVATE AMENITY SPACE</b> BACHELOR 1 BEDROOM > 1 BEDROOM TOTAL	
<b>PROPOSED COMMON AND PRIVATE AMENITY SPACE</b> LEVEL 1 LEVEL 2 LEVEL 3 LEVEL 4 LEVEL 5 ROOF TOTAL	
<b>REQUIRED COMMON AREA ACCESSIBLE TO ALL RESIDENTS</b> TOTAL UNIT COUNT	
<b>PROPOSED COMMON AREA ACCESSIBLE TO ALL RESIDENTS</b> LEVEL 1 LEVEL 2 LEVEL 3 LEVEL 4 LEVEL 5 ROOF TOTAL	
<b>VARIANCES</b> HIGHROAD STEPBACK REAR YARD LANDSCAPE AREA	
COLIN HARPER ARCHITECT   302-666 COOK STREET, VICTORIA, BC   778-584-0582   CHARPER@CHARCH.CA   CHARCH.CA	

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1 PARKING PLAN

1:200

SCHEDULE A

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# DP21-0132 DVP21-0133

Planner  
Initials TC



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OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP  
(604)726-7760

NO.	REVISION	MD/Y
06	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
05	ISSUED FOR CLIENT REVIEW	07/31/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
03	ISSUED FOR CITY REVIEW	03/30/2022
02	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
01	ISSUED FOR REVIEW	01/25/2022

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

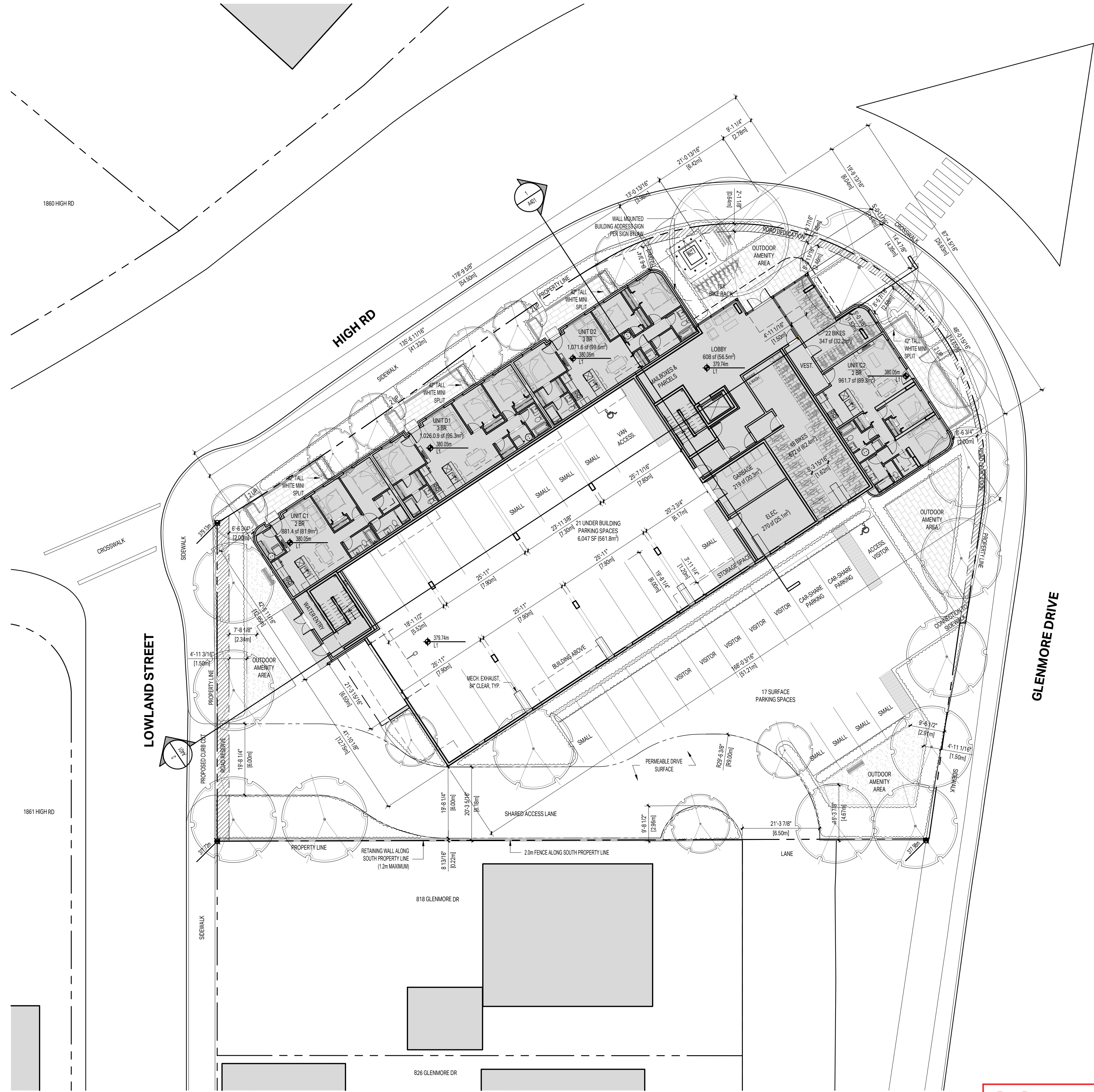
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MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL:  
CIVIL: ECORA  
LANDSCAPE: ECORA

DRAWING TITLE:

PARKING PLAN

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:200	REVIEW BY:	CH
DATE:	OCT. 2022	DRAWING NO:	A101





1 SITE PLAN / LEVEL 1

1:200

SCHEDULE

A

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Initials

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City of  
Kelowna

DEVELOPMENT PLANNING

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(604)726-7760

15	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
14	ISSUED FOR CLIENT REVIEW	07/31/2023
13	ISSUED FOR CITY REVIEW	06/19/2023
12	RE-ISSUED FOR REZONING, DP & DVP	11/04/2022
11	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
10	ISSUED FOR COORDINATION	06/28/2022
09	ISSUED FOR CLIENT REVIEW	05/05/2022
08	ISSUED FOR CITY REVIEW	03/03/2022
07	ISSUED FOR CLIENT REVIEW	03/29/2022
06	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
05	ISSUED FOR COORDINATION	02/03/2022
04	ISSUED FOR REVIEW	01/25/2022
03	ISSUED FOR REVIEW	01/09/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	MD/Y

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

CHA

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778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL:  
CIVIL:  
LANDSCAPE: ECORA

DRAWING TITLE:

SITE PLAN/  
LEVEL 1

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	A201

199





1 LEVEL 2

1:200

## SCHEDULE A

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# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL:  
CIVIL: ECORA  
LANDSCAPE: ECORA

DRAWING TITLE:

LEVEL 2

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	A202

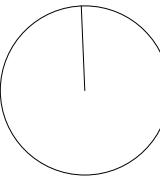
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OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP  
(604)728-7760

09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
06	ISSUED FOR COORDINATION	06/28/2022
05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**

COLIN HARPER ARCHITECT

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1 LEVEL 3

1:200

## SCHEDULE A

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL:  
CIVIL: ECORA  
LANDSCAPE: ECORA

DRAWING TITLE:

LEVEL 3

PROJECT NO:

2102

DRAWN BY:

CH

SCALE:

1:200

REVIEW BY:

CH

DATE:

AUG. 2023

DRAWING NO:

A203

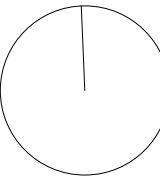
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2023-08-04

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OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP  
(604)728-7760

09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
06	ISSUED FOR COORDINATION	06/28/2022
05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**

COLIN HARPER ARCHITECT

302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | info@charch.ca | charch.ca





1 LEVEL 4

1:200

## SCHEDULE A

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL:  
CIVIL:  
LANDSCAPE: ECORA

DRAWING TITLE:

LEVEL 4

PROJECT NO:

2102

DRAWN BY:

CH

SCALE:

1:200

REVIEW BY:

CH

DATE:

AUG. 2023

DRAWING NO:

A204

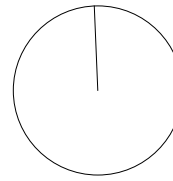
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(604)728-7760

09	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
08	ISSUED FOR CLIENT REVIEW	07/31/2023
07	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
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05	ISSUED FOR CLIENT REVIEW	05/05/2022
04	ISSUED FOR CITY REVIEW	30/03/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

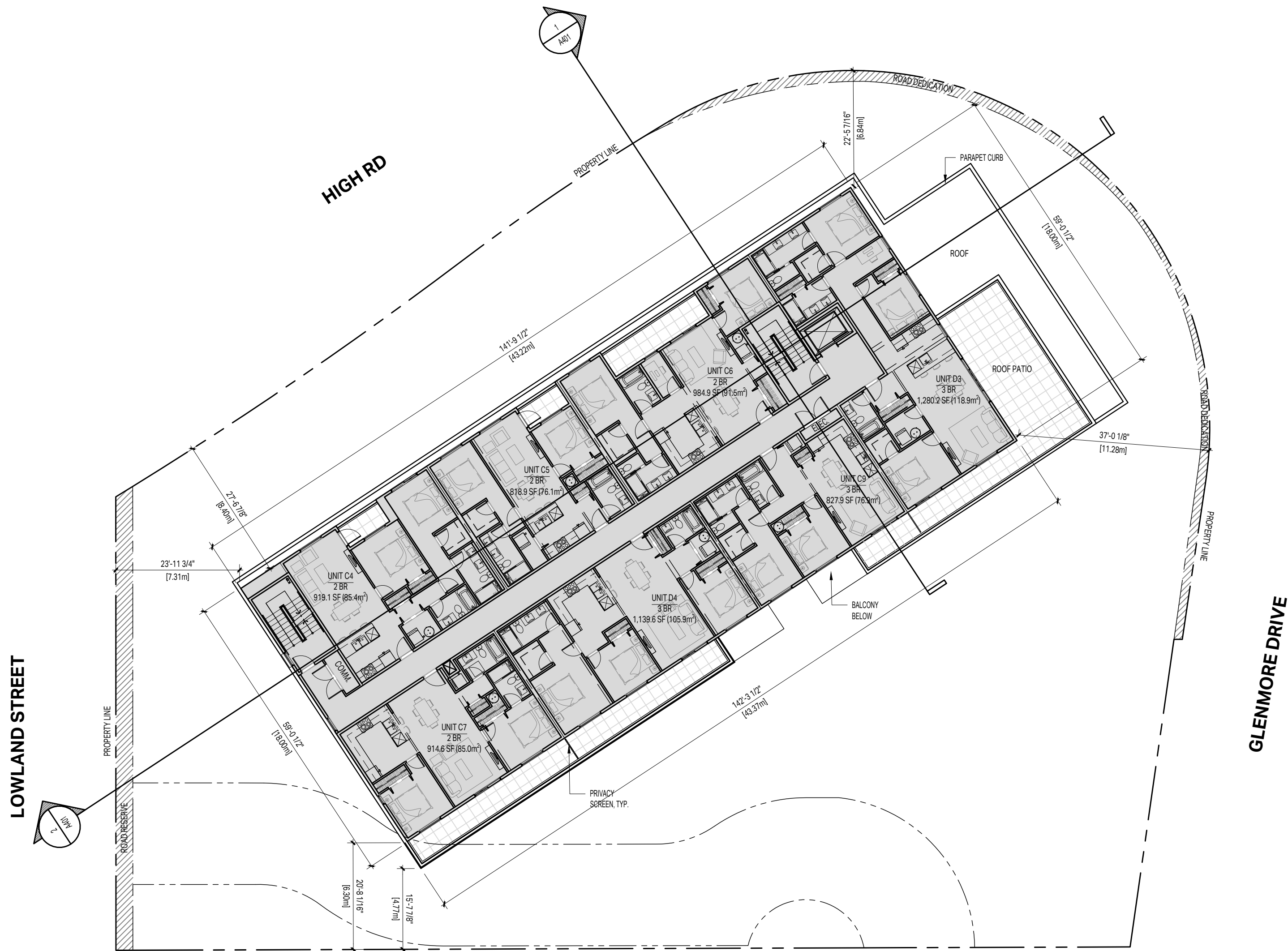
PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**  
COLIN HARPER ARCHITECT

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778-584-0582 | info@charch.ca | charch.ca





1 LEVEL 5

1:200

## SCHEDULE

A

This forms part of application

# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



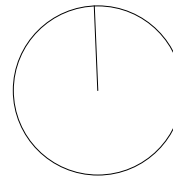
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(604)728-7760

NO.	REVISION	MD/Y
05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	ISSUED FOR CLIENT REVIEW	07/31/2023
03	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
02	ISSUED FOR COORDINATION	08/28/2022
01	ISSUED FOR CLIENT REVIEW	05/05/2022

PROJECT NAME

**1885 HIGH RD  
KELOWNA, BC**

PROJECT ADDRESS:

**1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3**

**CHA**  
COLIN HARPER ARCHITECT

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CONSULTANTS:

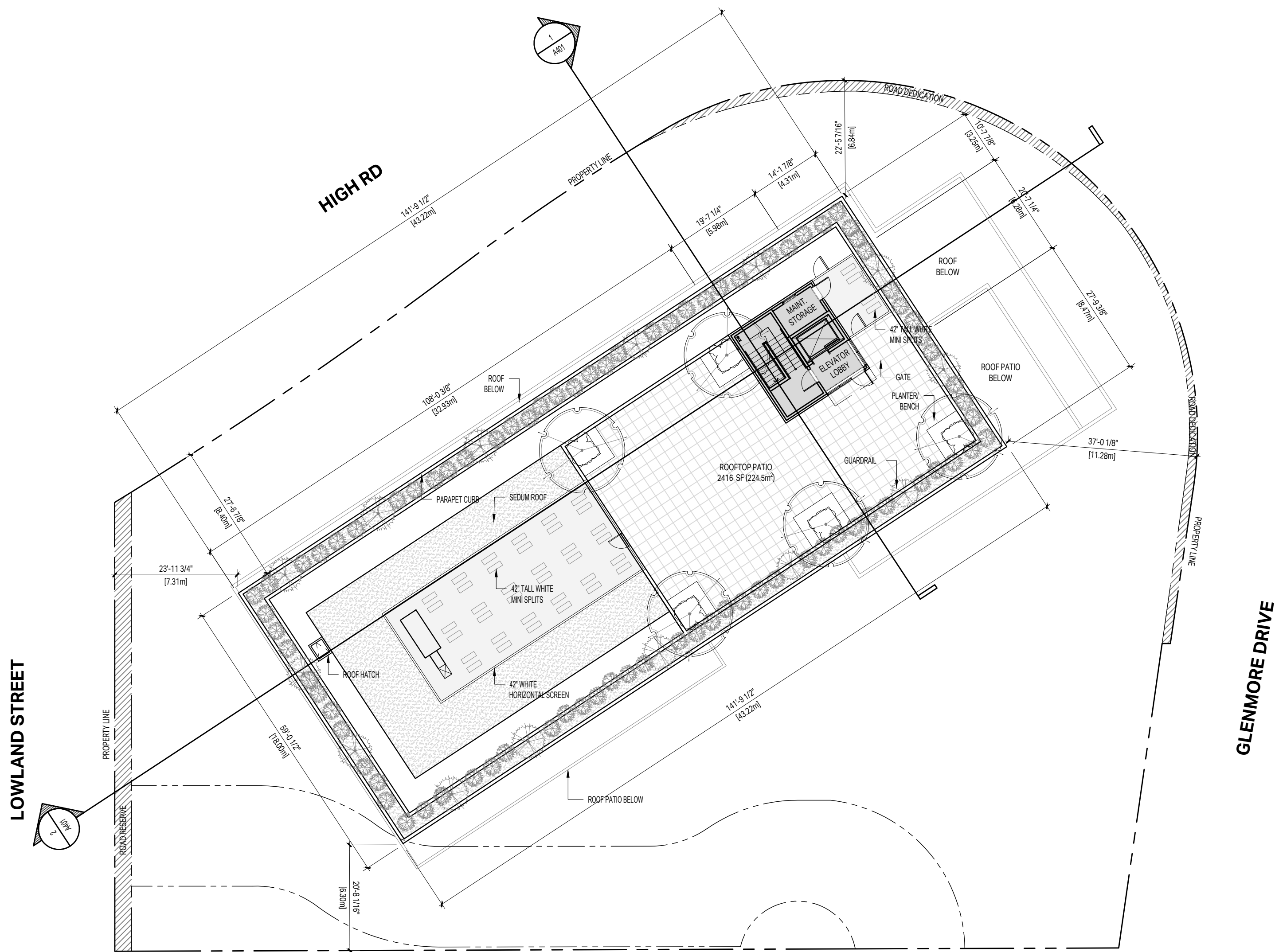
STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL: ECORA  
CIVIL: ECORA  
LANDSCAPE: ECORA

DRAWING TITLE:

**LEVEL 5**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	<b>A205</b>





1 ROOF LEVEL

1:200

## SCHEDULE

A

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL:  
ELECTRICAL:  
CIVIL:  
LANDSCAPE: ECORA

DRAWING TITLE:

ROOF PLAN

PROJECT NO:

2102

DRAWN BY:

CH

SCALE:

1:200

REVIEW BY:

CH

DATE:

AUG. 2023

DRAWING NO:

A206

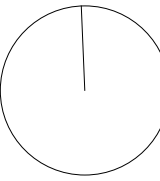
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(604)726-7760

11	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
10	ISSUED FOR CLIENT REVIEW	07/31/2023
09	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
08	ISSUED FOR COORDINATION	06/28/2022
07	ISSUED FOR CLIENT REVIEW	05/05/2022
06	ISSUED FOR CITY REVIEW	30/03/2022
05	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
04	ISSUED FOR COORDINATION	02/03/2022
03	ISSUED FOR REVIEW	01/25/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	MD/Y

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**

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778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL:  
ELECTRICAL:  
CIVIL:  
LANDSCAPE: ECORA

DRAWING TITLE:

ROOF PLAN

PROJECT NO:

2102

DRAWN BY:

CH

SCALE:

1:200

REVIEW BY:

CH

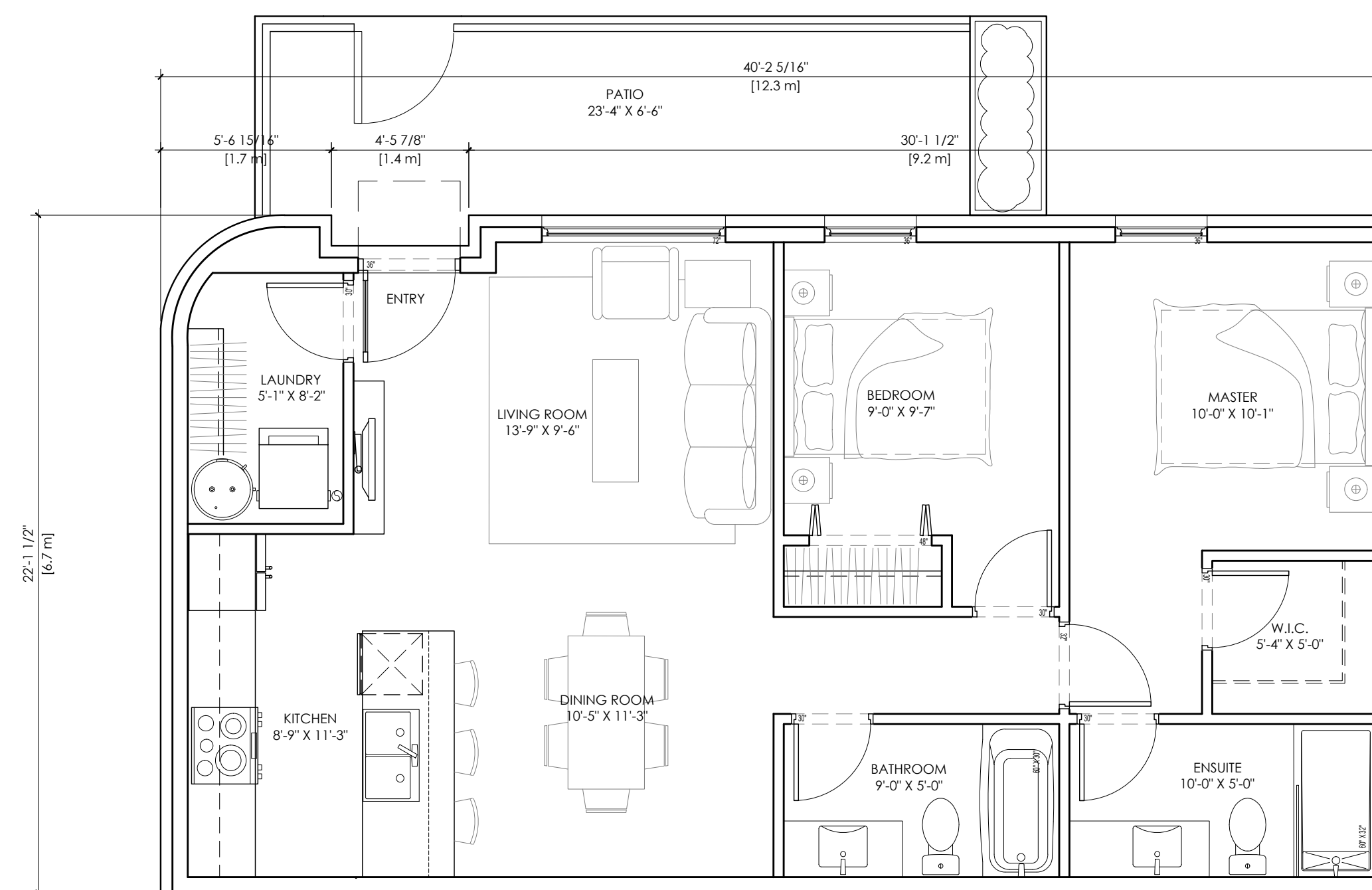
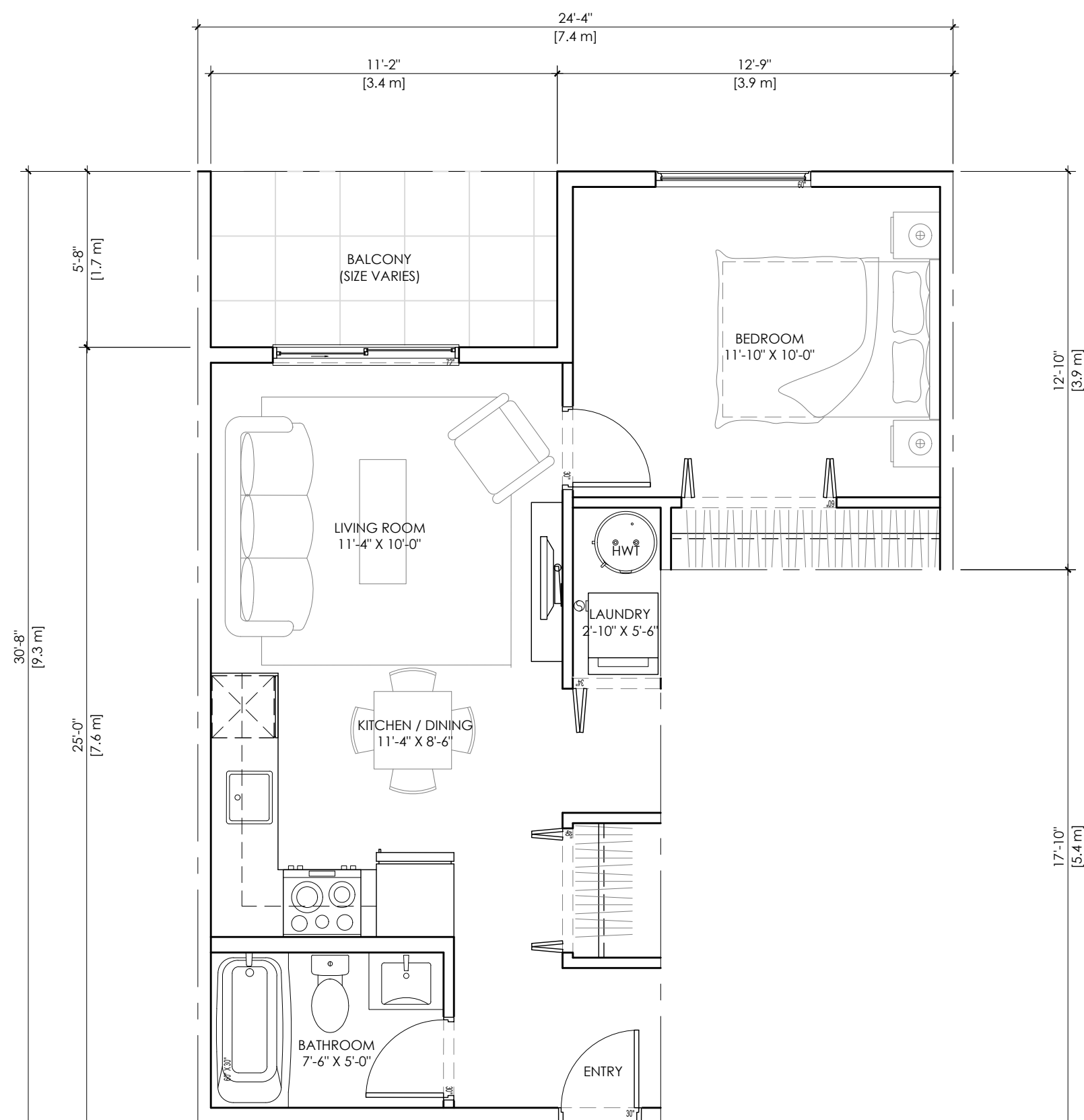
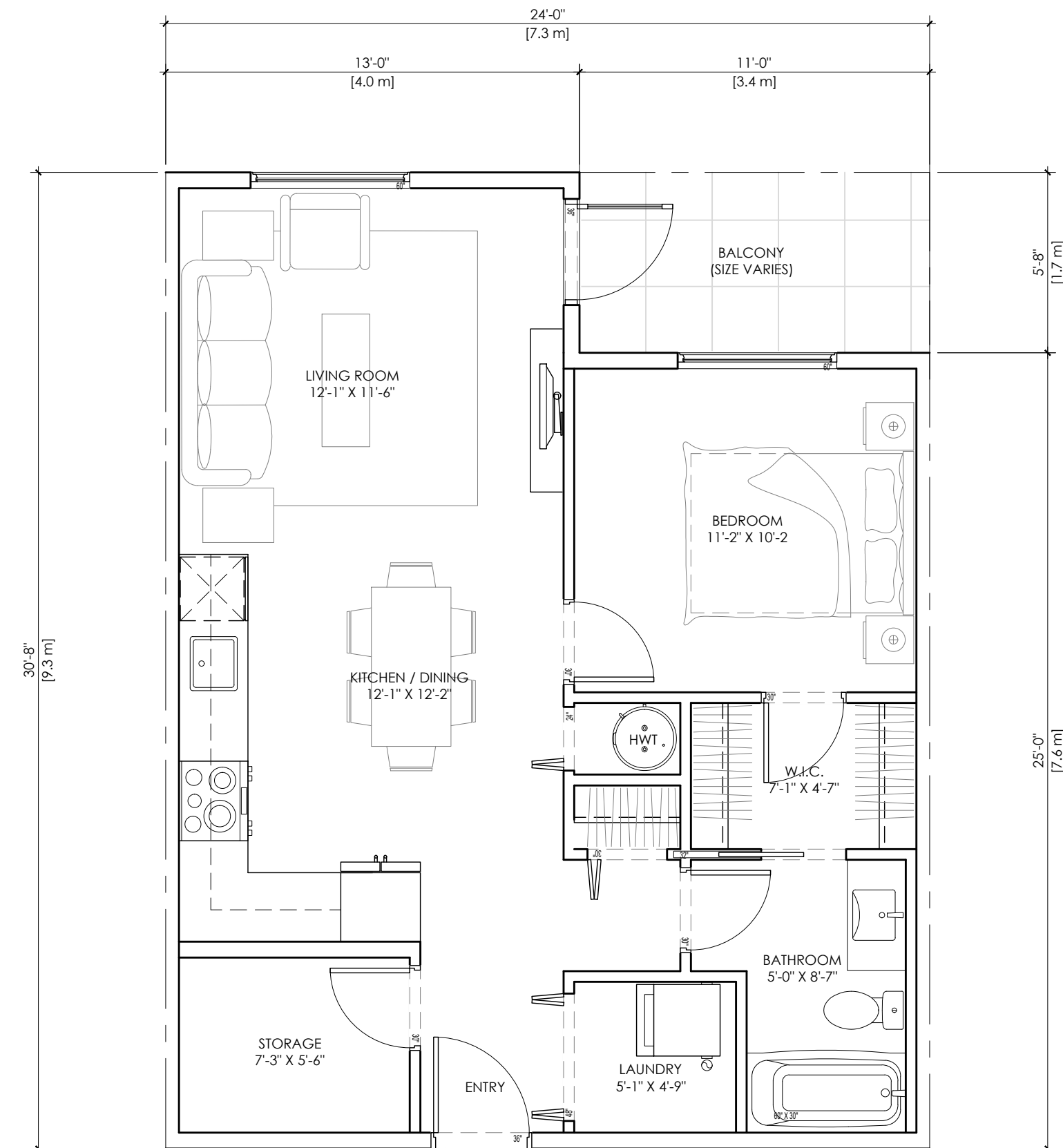
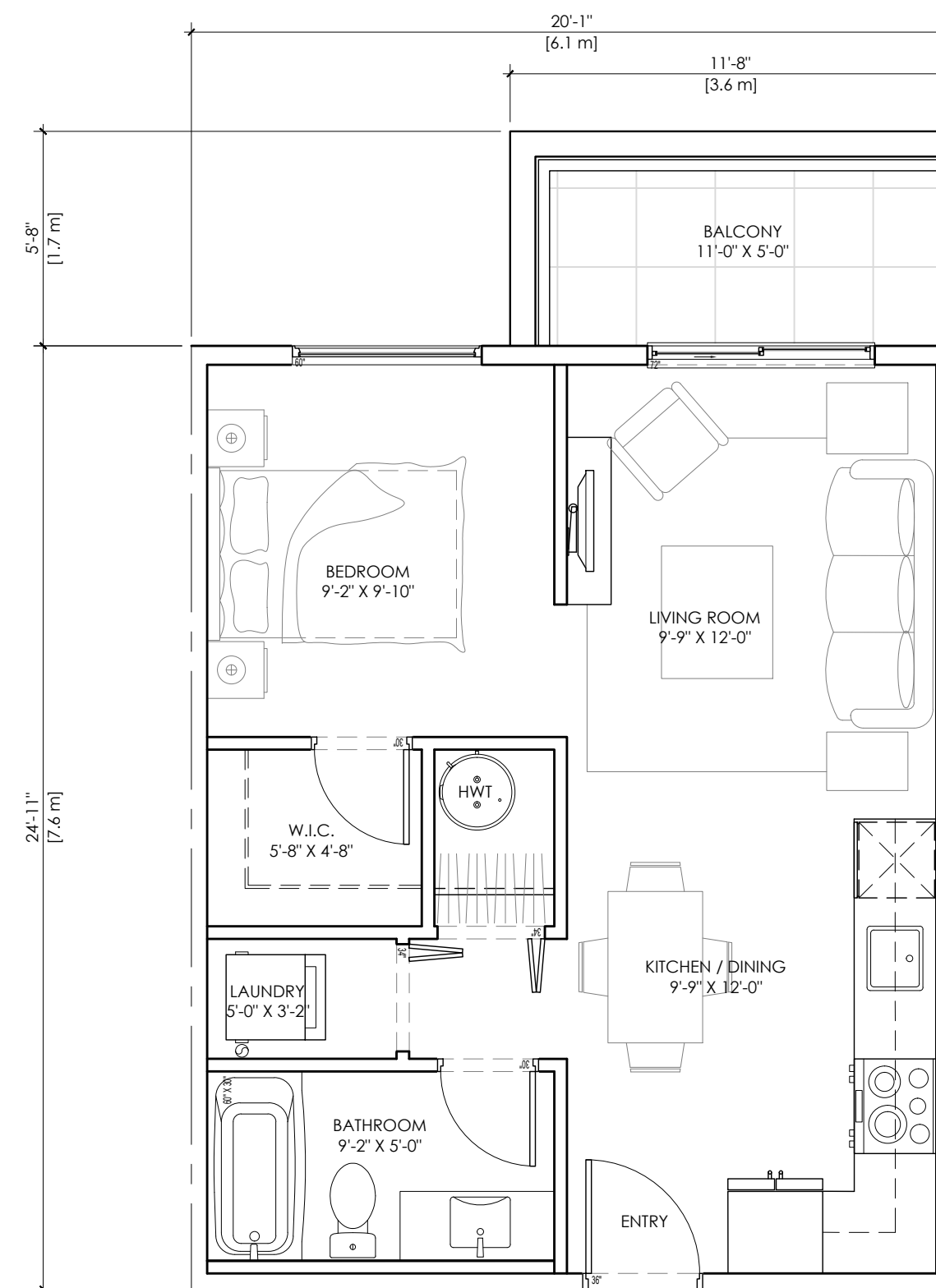
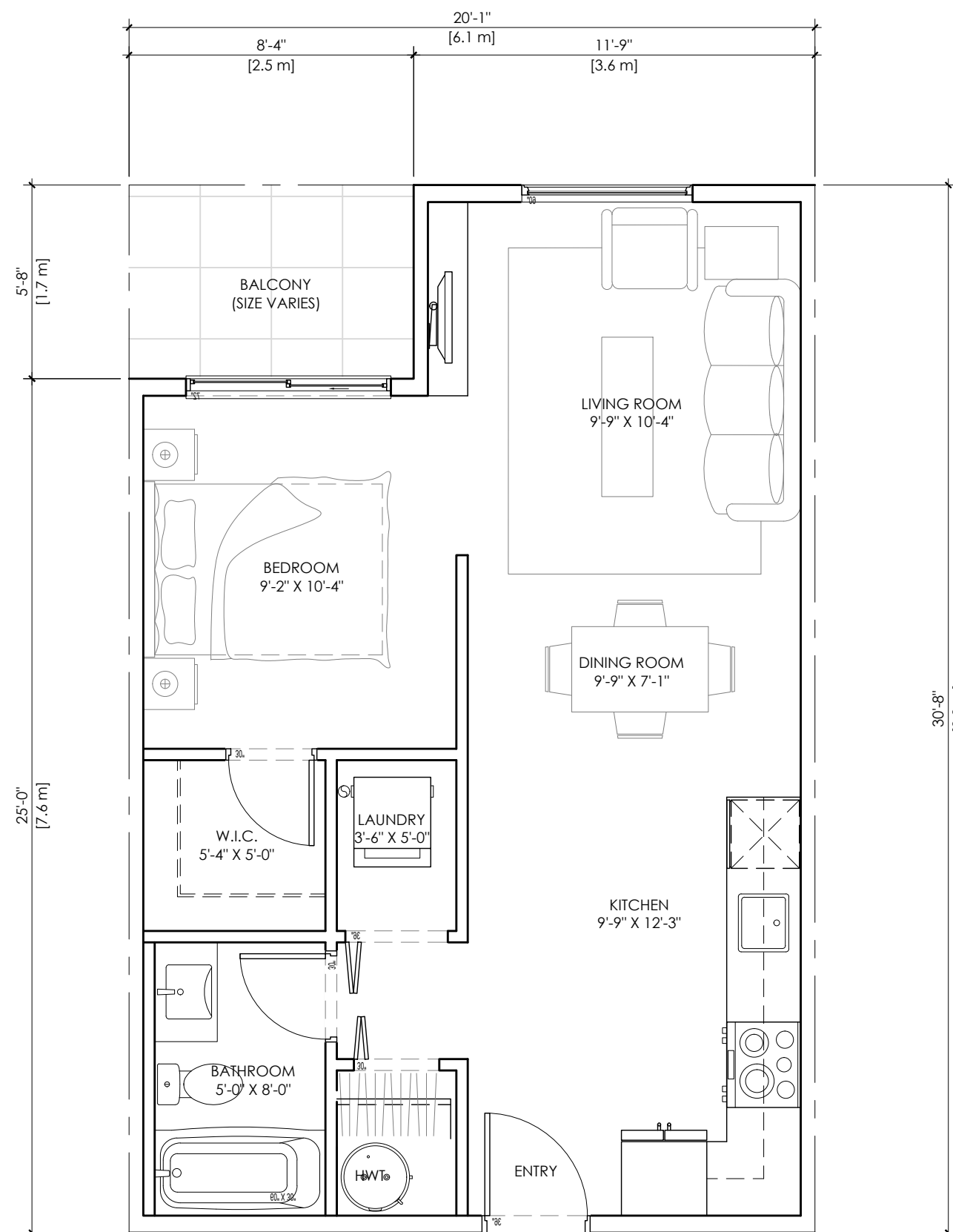
DATE:


AUG. 2023

DRAWING NO:

A206

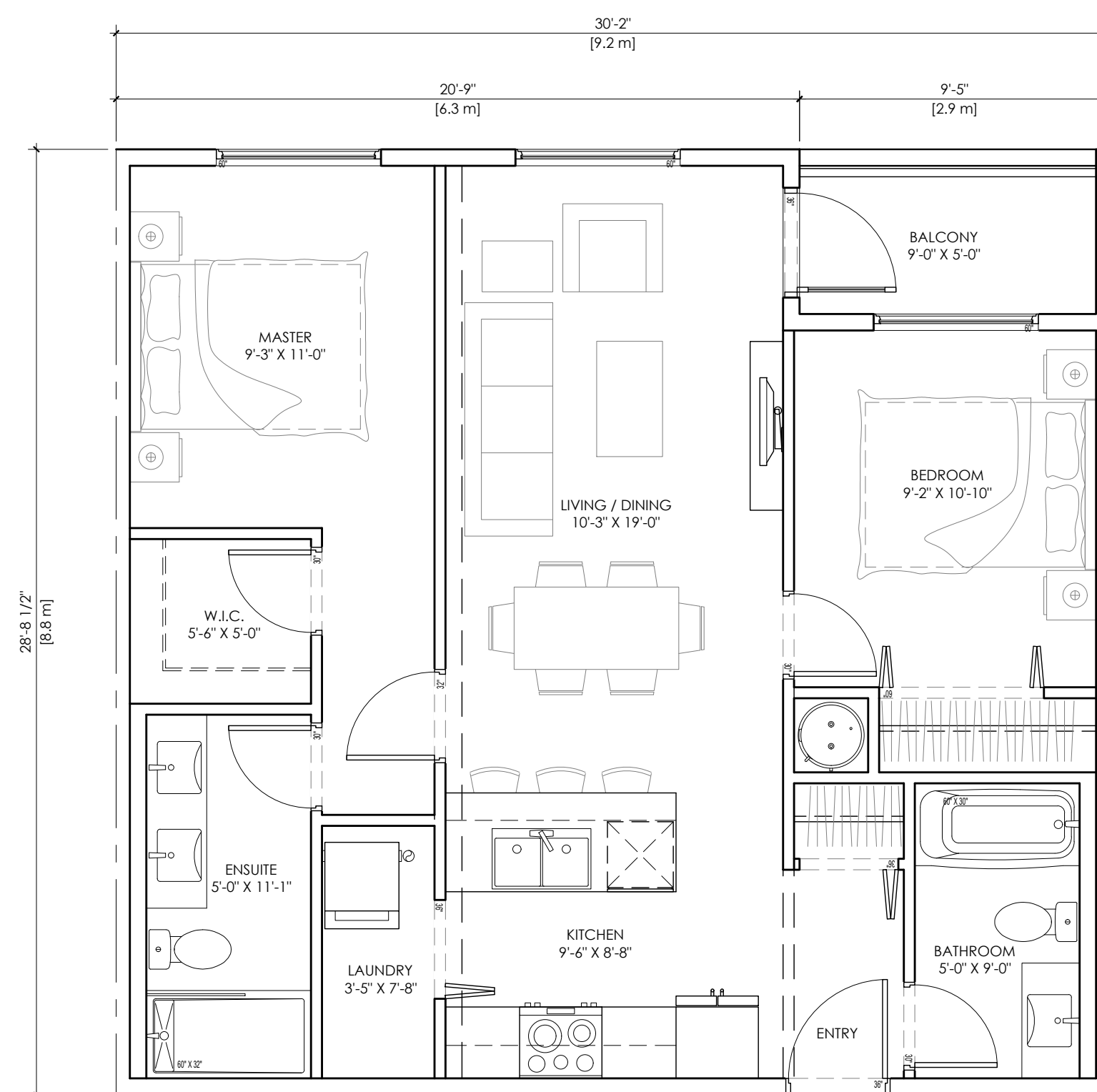
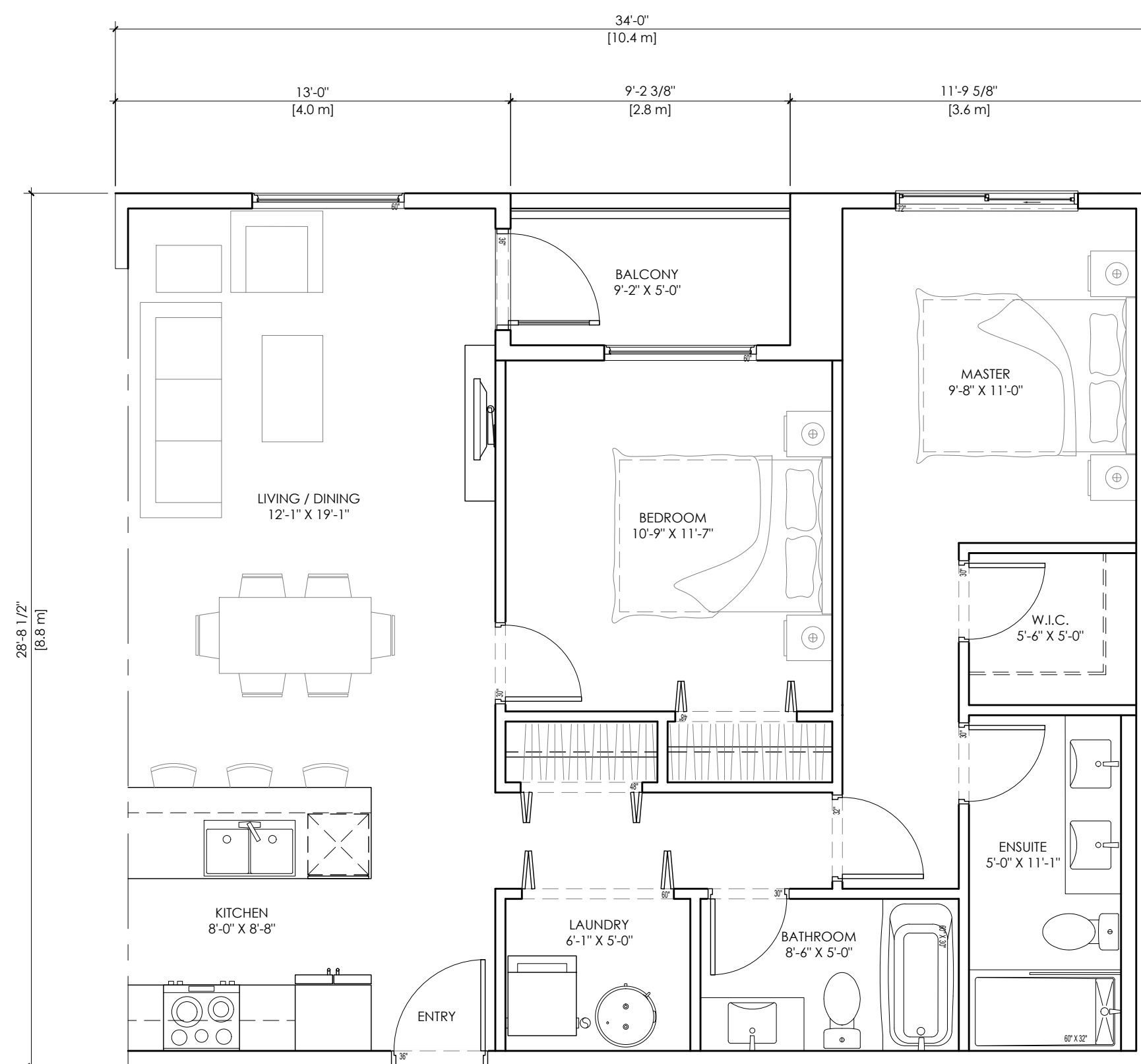
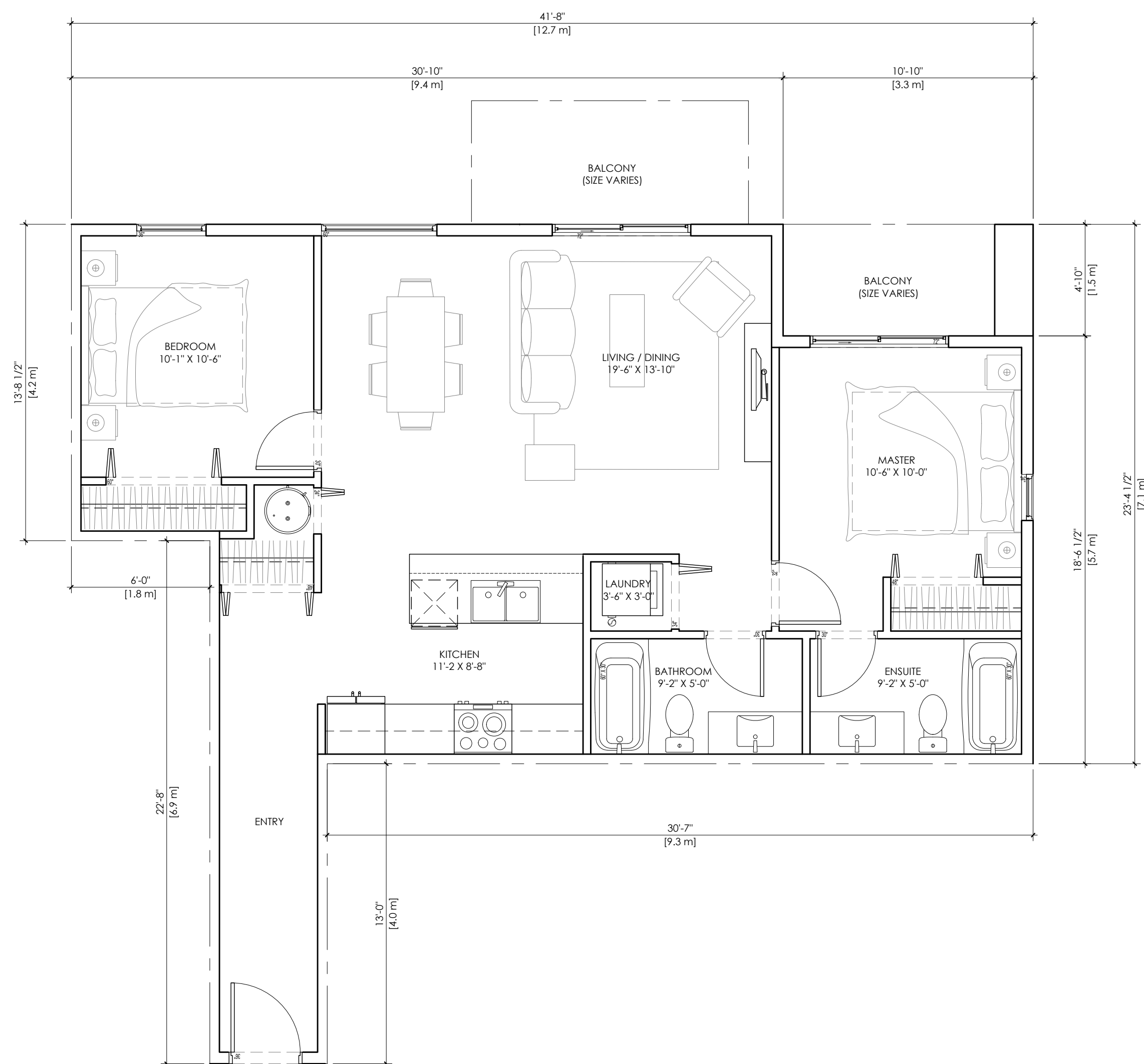
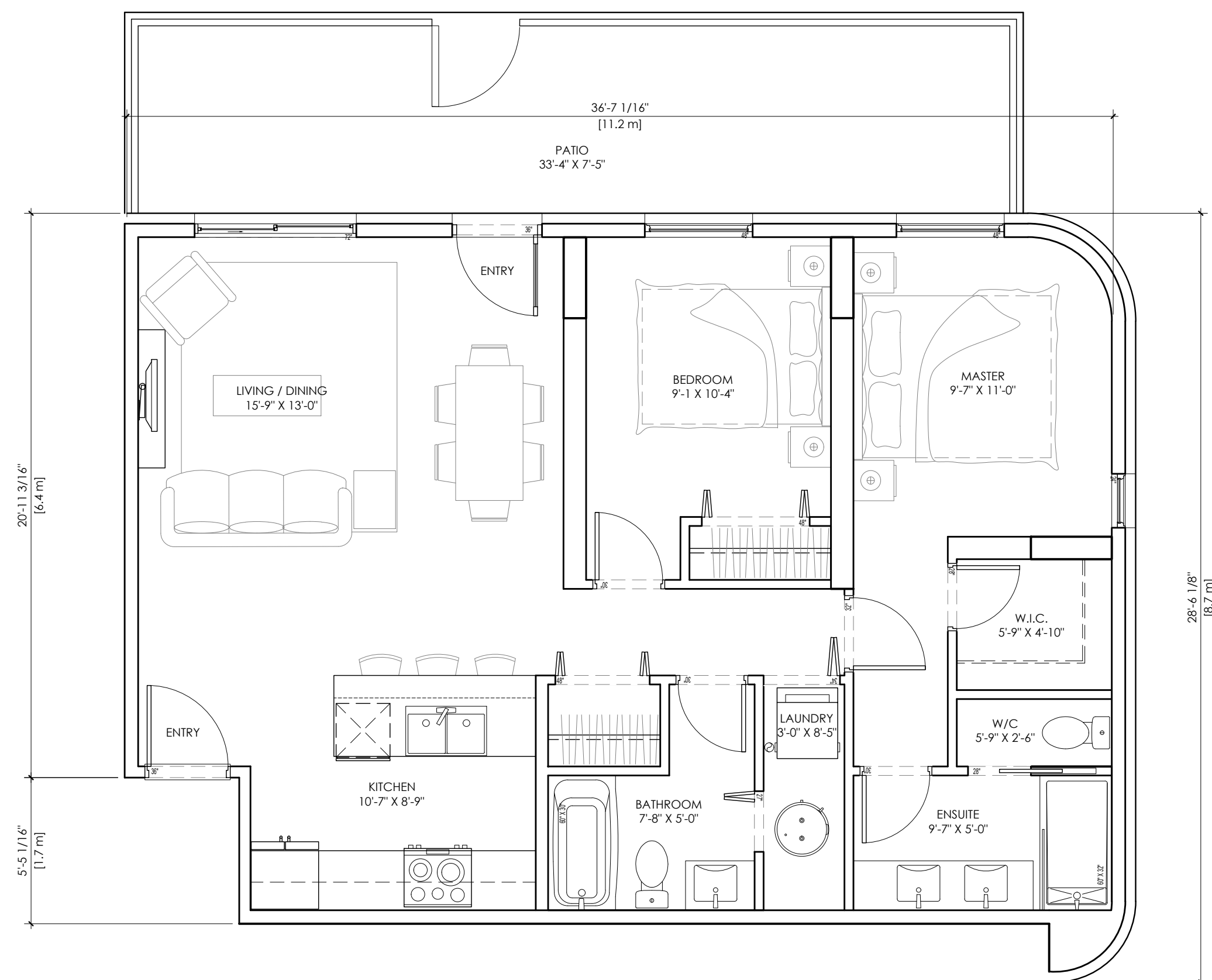




<h1>SCHEDULE</h1>		<h1>A</h1>
<p>This forms part of application</p> <p># <u>DP21-0132 DVP21-0133</u></p>		
<p>Planner Initials</p>	<p>TC</p>	<p>City of <b>Kelowna</b> DEVELOPMENT PLANNING</p> 

[illegible]





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(604)726-7760

[illegible]

05	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
03	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	M/D/Y

PROJECT NAME

**1885 HIGH RD**  
**KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**

302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | [info@charch.ca](mailto:info@charch.ca) | [charch.ca](http://charch.ca)

CONSULTANTS:

STRUCTURAL:

MECHANICAL:  
ELECTRICAL:

ELECTRICAL:

CIVIL:

LANDSCAPE: ECORA

DRAWING TITLE:

## UNIT PLANS

PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	<b>A211</b>

## SCHEDULE

A

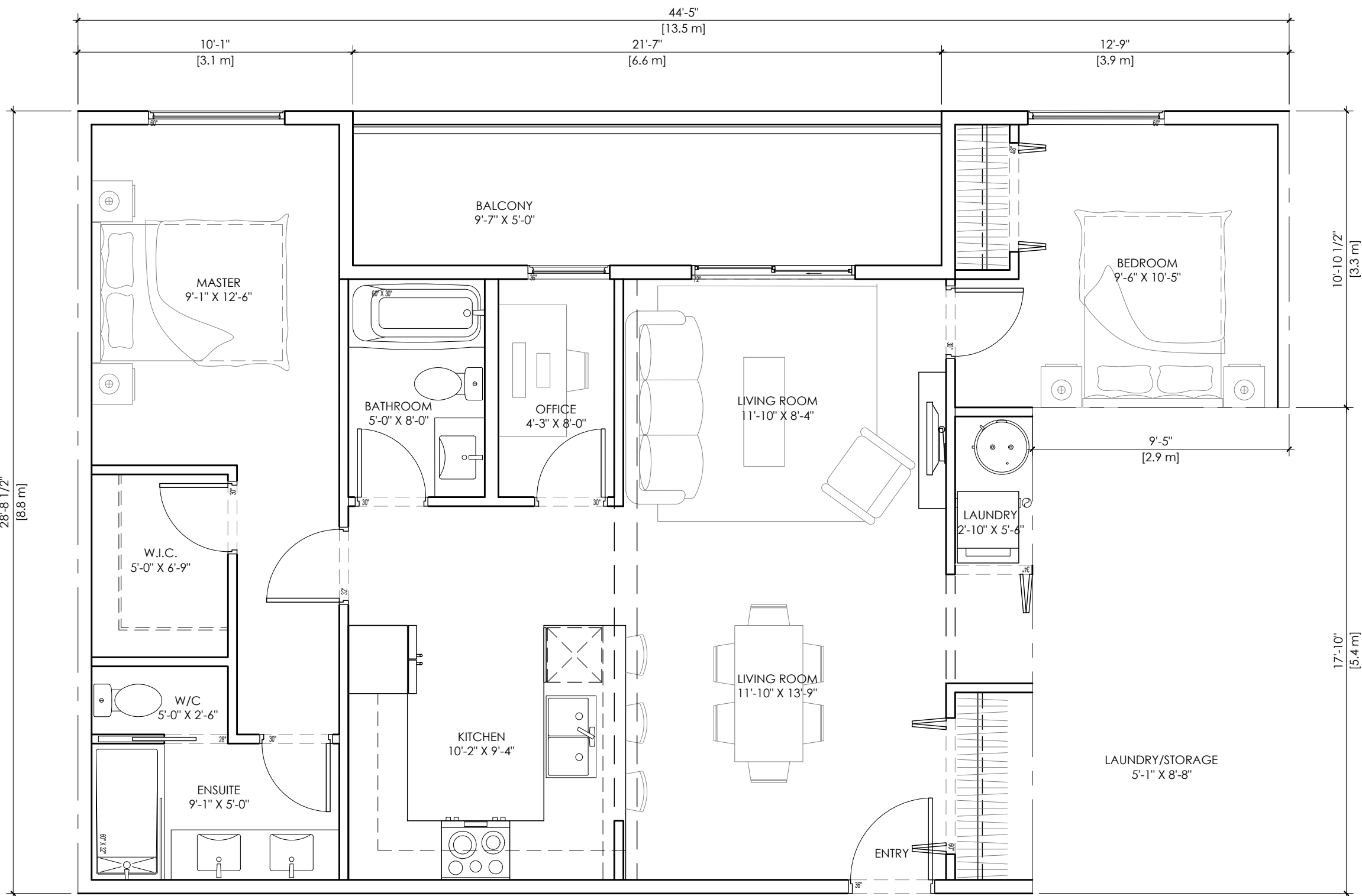
This forms part of application  
# DP21-0132 DVP21-0133

Planner Initials TC

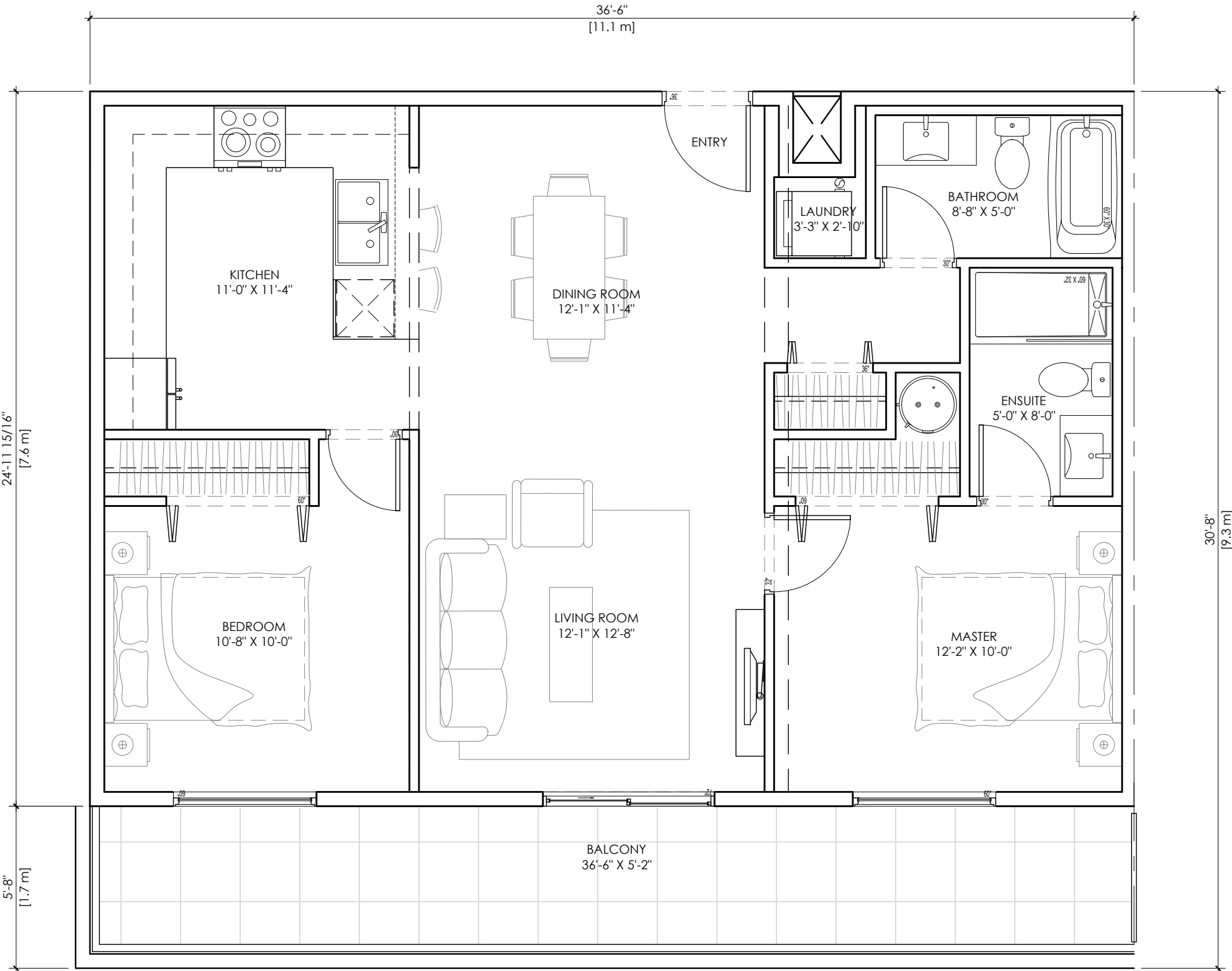
City of  
**Kelowna**  
DEVELOPMENT PLANNING

206

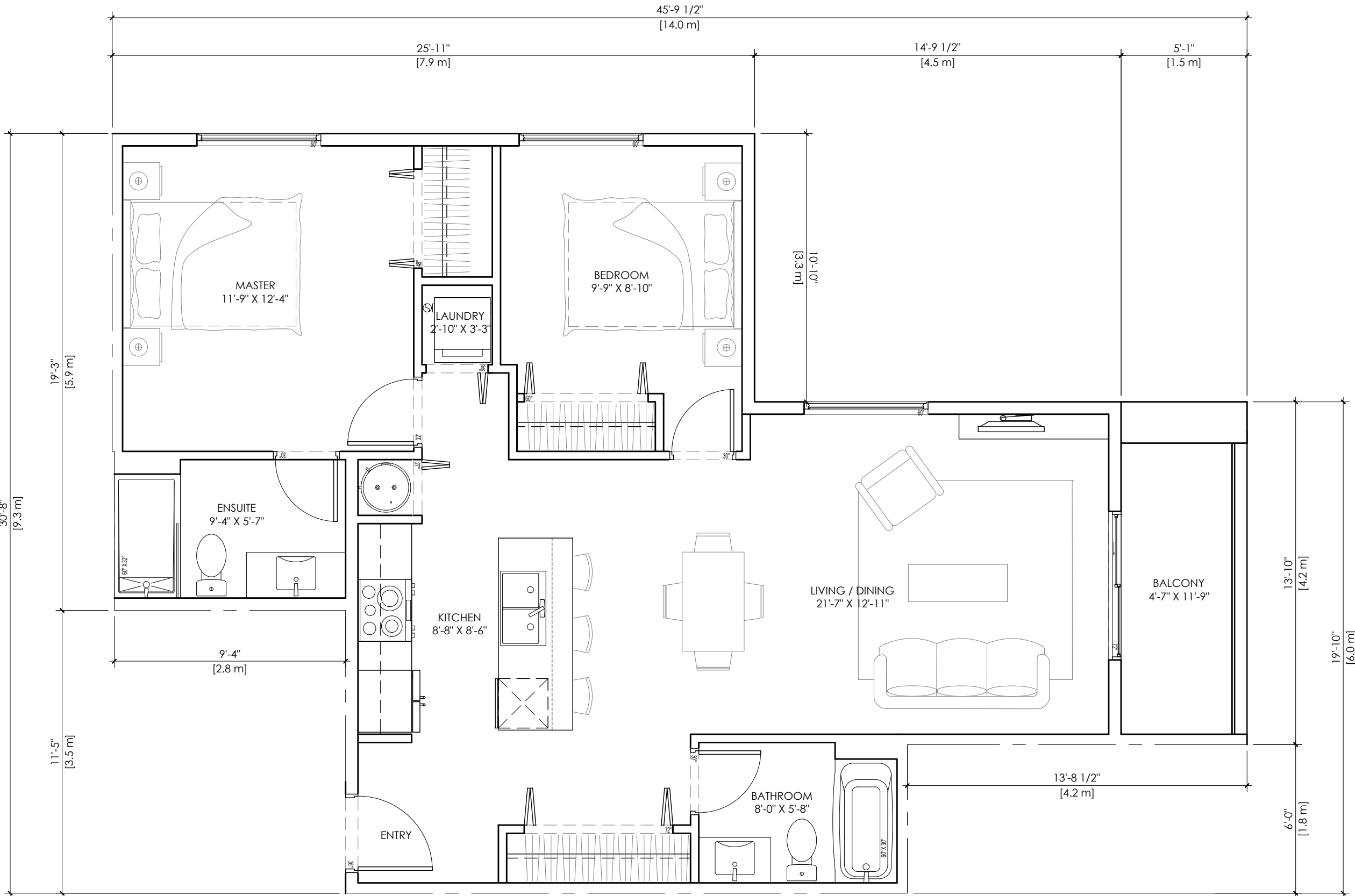




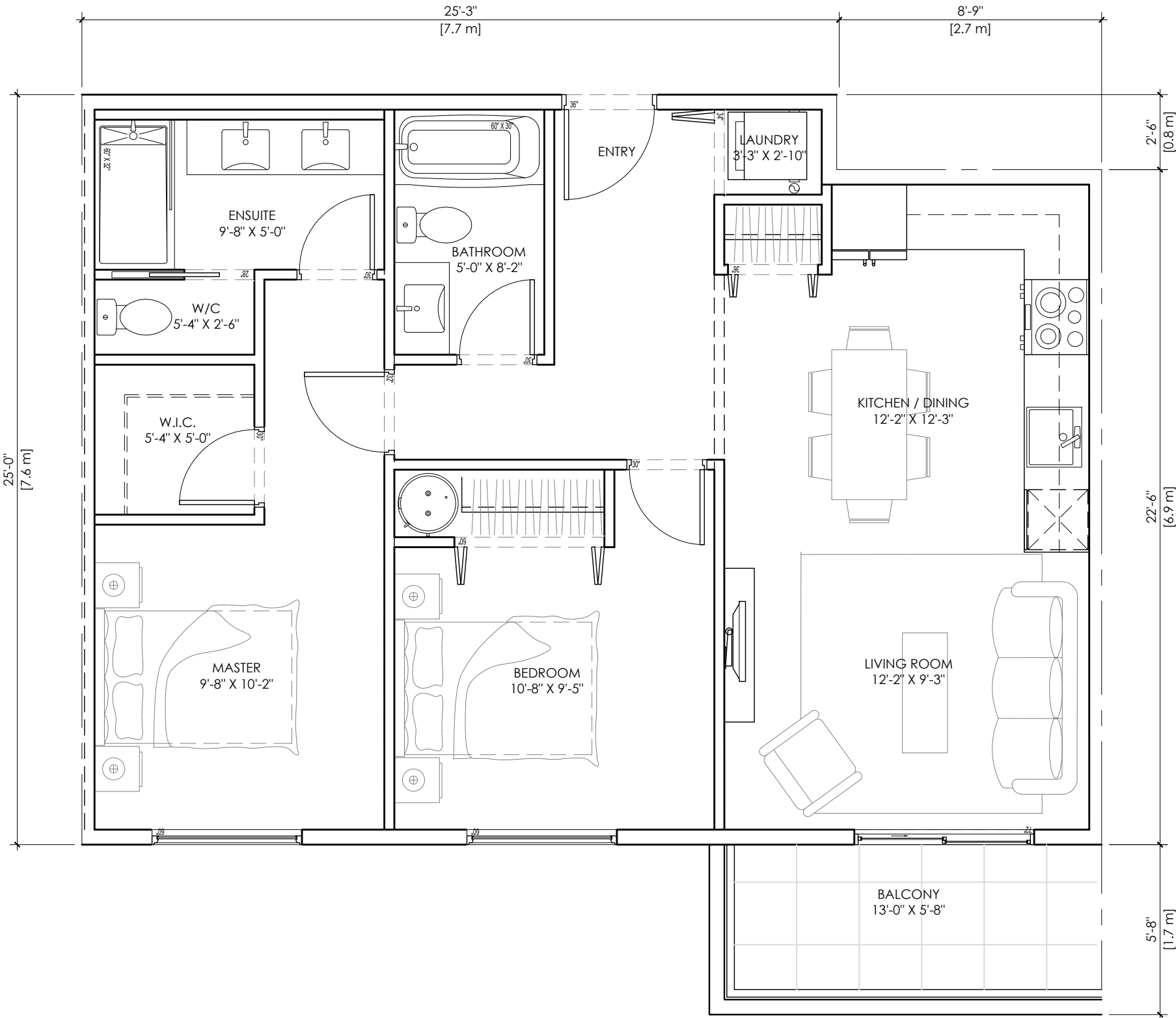
**UNIT C6**  
2 BEDROOM  
984.9 sf (91.5 m<sup>2</sup>)



**UNIT C7**  
2 BEDROOM  
914.6 sf (85.0 m<sup>2</sup>)



**UNIT C8**  
2 BEDROOM  
928.1 sf (86.2 m<sup>2</sup>)



**UNIT C9**  
2 BEDROOM  
827.9 sf (76.9 m<sup>2</sup>)

## SCHEDULE

A

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC

City of  
**Kelowna**  
DEVELOPMENT PLANNING



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02	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
01	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
NO.	REVISION	MD/Y

PROJECT NAME

**1885 HIGH RD  
KELOWNA, BC**

PROJECT ADDRESS:

**1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3**

**CHA**  
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CONSULTANTS:

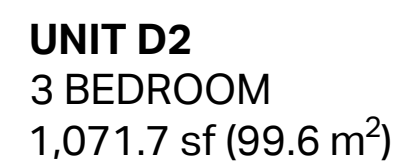
STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL:  
ELECTRICAL:  
CIVIL:  
LANDSCAPE: ECORA

DRAWING TITLE:

**UNIT PLANS**

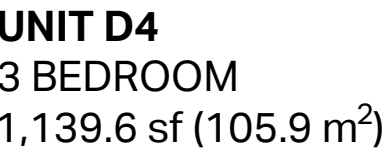
PROJECT NO:	2102	DRAWN BY:	KG
SCALE:	1:50	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	<b>A212</b>





City of Kelowna  
DEVELOPMENT PLANNING





City of Kelowna  
DEVELOPMENT PLANNING

TC

209



1 NORTH ELEVATION



2 SOUTH ELEVATION



3 EAST ELEVATION



4 WEST ELEVATION



- MATERIAL LEGEND
- WOOD TEXTURED SIDING
  - LIGHT GREY FIBRE CEMENT HORIZONTAL TAG SIDING
  - LIGHT GREY STUCCO
  - BRICK (WESTFORD SQUARE) - CLEAR SEAL
  - WARM GREY VERTICAL INTERLOCKING METAL PANEL
  - DEEP GREY VINYL WINDOW
  - DEEP GREY STOREFRONT WINDOW
  - GLASS GUARDRAIL
  - DEEP GREY METAL PICKET GUARDRAIL
  - LIGHT GREY BRAKE METAL
  - DEEP GREY BRAKE METAL
  - WHITE MECHANICAL SCREEN
  - LANDSCAPING
  - DEEP GREY METAL CANOPY
  - DEEP GREY EXTERIOR WOOD DOOR
  - DEEP GREY GARAGE DOOR
  - BLAKENED STEEL PLANTER
  - DEEP GREY MECHANICAL LOUVER
  - OPAQUE GLASS PRIVACY SCREEN
  - DEEP GREY ALUMINUM WINDOW
  - DEEP GREY METAL WALL MOUNTED ADDRESS

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(604)726-7760

06	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
05	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
04	ISSUED FOR COORDINATION	06/28/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	MD/Y

PROJECT NAME

**1885 HIGH RD  
KELOWNA, BC**

PROJECT ADDRESS:

**1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3**

**CHA**  
COLIN HARPER ARCHITECT  
302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: ECORA  
ELECTRICAL: ECORA  
CIVIL: ECORA  
LANDSCAPE: ECORA

DRAWING TITLE:

**ELEVATIONS**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	<b>A301</b>

**SCHEDULE B**

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC









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[illegible]

**1885 HIGH RD**  
**KELOWNA, BC**

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**  
COLIN HARPER ARCHITECT

CONSULTANTS:

STRUCTURAL:

MECHANICAL: REINBOLD ENGINEERING

ELECTRICAL:

CIVIL:

LANDSCAPE: ECORA

## SECTIONS

DATE: AUG. 2023 DRAWING NO: A401



This forms part of application  
# DP21-0132 DVP21-0133



TC

City of Kelowna  
DEVELOPMENT PLANNING

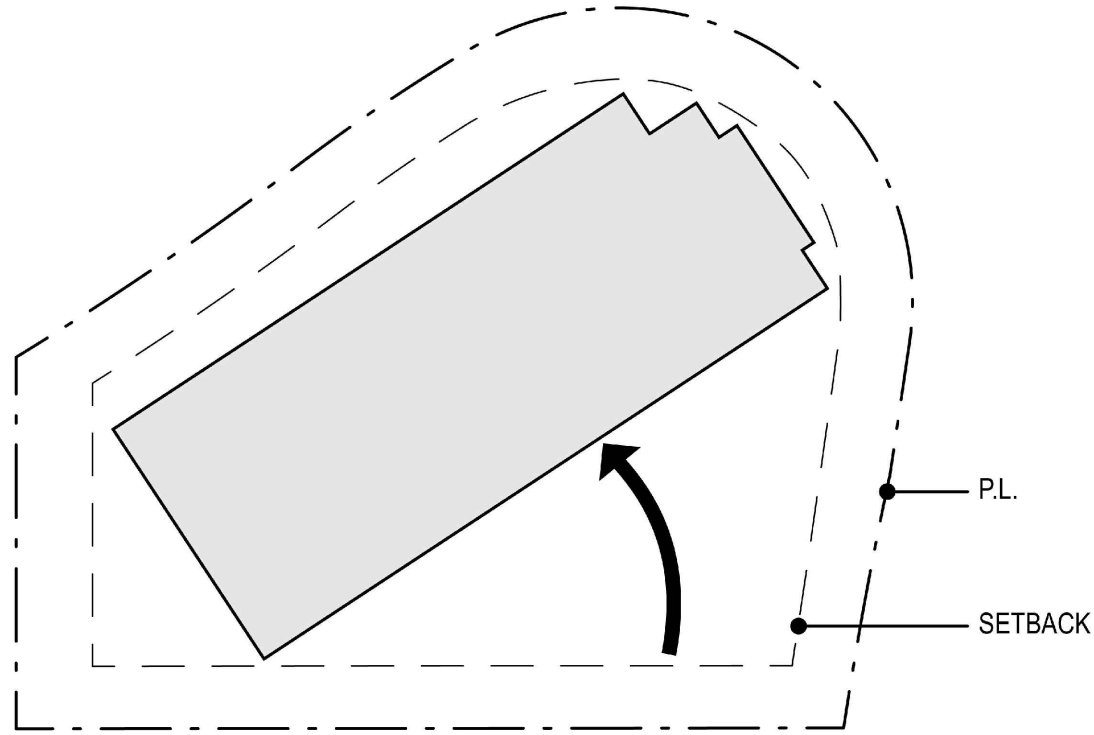




## 1 AERIAL CONTEXT VIEW

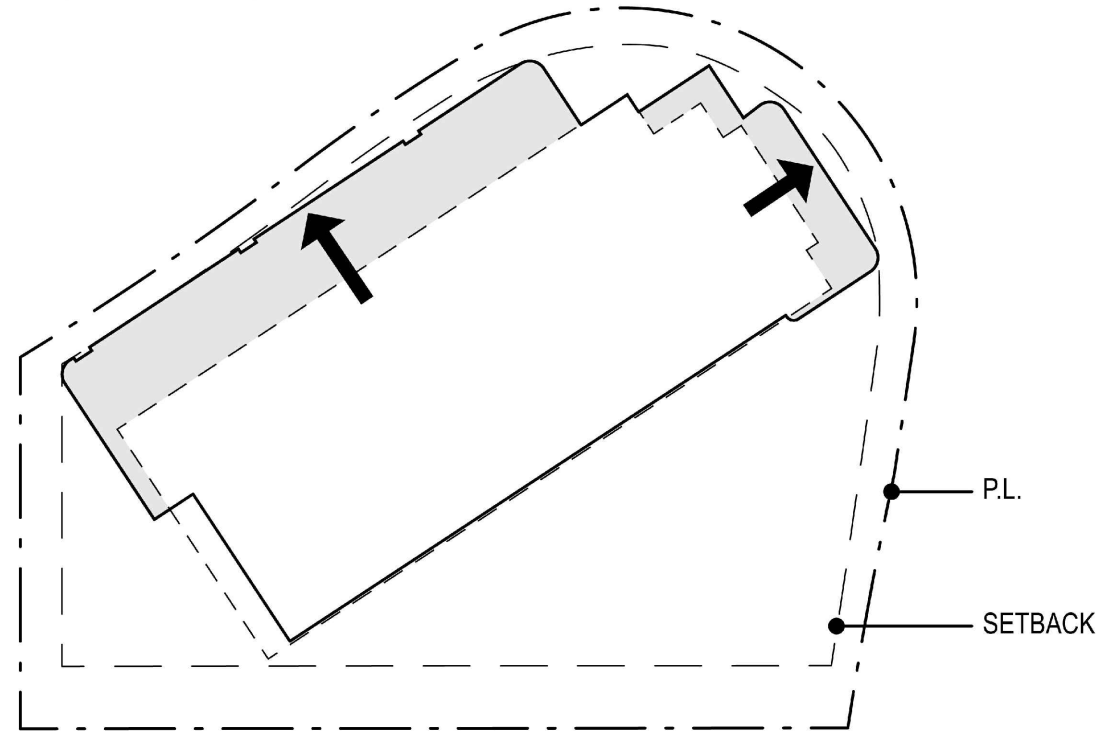
NTS

L2-L4 - FOOTPRINT



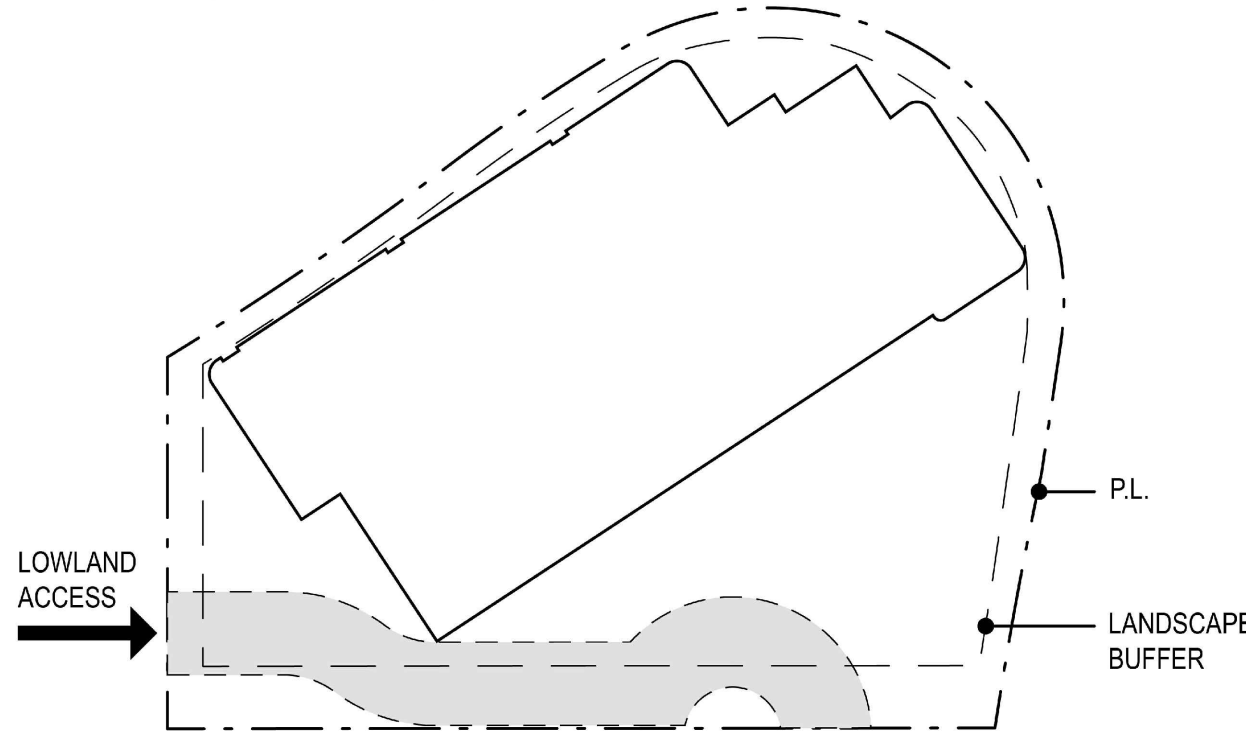
POSITION BUILDING WITHIN IRREGULARLY SHAPED LOT TO MAXIMIZE ALLOWABLE FSR

L1 - FOOTPRINT



BUMP OUT GROUND FLOOR STREET-ORIENTED UNITS TO UTILIZE 2.0m SETBACK AT L1

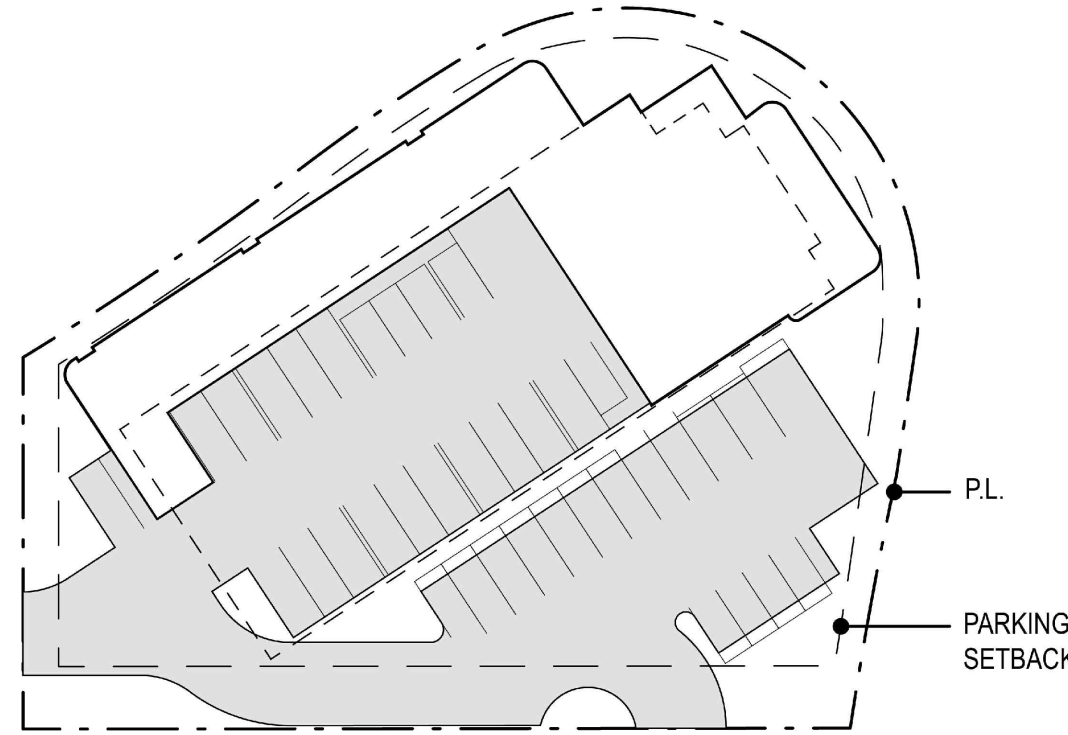
L1 - LANE ACCESS



REQUIRED SHARED LANE ACCESS

LANE ACCESS

L1 - PARKING



DUE TO ENVIRONMENTAL CONDITIONS, BELOW GRADE PARKING IS NOT FEASIBLE. PARKING IS MAXIMIZED WITHIN THE BUILDING FOOTPRINT, AND THE REMAINING PARKING IS ALLOCATED TO THE REAR OF THE BUILDING.

## 2 SITE STRATEGY DIAGRAMS

NTS

SCHEDULE

B

This forms part of application

# DP21-0132 DVP21-0133

Planner Initials

TC

City of Kelowna

DEVELOPMENT PLANNING

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SEAL



2023-08-04

NORTH ARROW

NOTES

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OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP  
(604)726-7760

05	RE-ISSUED FOR REZONING, DP & DVP	09/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
03	RE-ISSUED FOR REZONING, DP & DVP	03/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	MD/Y

PROJECT NAME

1885 HIGH RD  
KELOWNA, BC

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**  
COLIN HARPER ARCHITECT

302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL: REINBOLD ENGINEERING  
MECHANICAL: REINBOLD ENGINEERING  
ELECTRICAL: REINBOLD ENGINEERING  
CIVIL: REINBOLD ENGINEERING  
LANDSCAPE: ECORA

DRAWING TITLE:

**AERIAL CONTEXT  
& SITE STRATEGY**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	A901



## B



TC

City of Kelowna  
DEVELOPMENT PLANNING



SEAL



2023-08-04

NORTH ARROW

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OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP  
(604)726-7760

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05	RE-ISSUED FOR REZONING, DP & DVP	08/04/2023
04	RE-ISSUED FOR REZONING, DP & DVP	10/26/2022
03	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/20/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	M/D/Y

PROJECT NAME

**1885 HIGH RD**  
**KELOWNA, BC**

PROJECT ADDRESS:

1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3

**CHA**

COLIN HARPER ARCHITECT

302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | [info@charch.ca](mailto:info@charch.ca) | [charch.ca](http://charch.ca)

CONSULTANTS:

STRUCTURAL:

MECHANICAL: REINHOLD ENGINEERING  
ELECTRICAL:

CIVIL:

LANDSCAPE: ECORA

DRAWING TITLE:

## PERSPECTIVE VIEWS

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	AUG. 2023	DRAWING NO:	<b>A902</b>





SCHEDULE

C

This forms part of application

# DP21-0132 DVP21-0133

Planner Initials

TC

City of Kelowna

DEVELOPMENT PLANNING

ecora

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

NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CANADIAN LANDSCAPE STANDARDS. ALL OFFSITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 12375 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 NATURAL WOOD MULCH AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.

4. SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT. TREE BEDS TO RECEIVE A MINIMUM 1000mm DEPTH TOPSOIL PLACEMENT. EXTEND DEPTH OF TREE BEDS WITHIN LANDSCAPE BUFFER AREAS (FRONT AND REAR) PER BYLAW 12375 TO ACHIEVE REQUIRED GROWING MEDIUM PER TREE.

5. 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 150mm 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.

7. FOR CONFORMANCE WITH DEVELOPMENT PERMIT LANDSCAPE REQUIREMENTS, THE PRIME CONTRACTOR AND/OR CONSULTANTS RESPONSIBLE FOR SITE SERVICING AND UTILITIES SHALL ENSURE THAT ALL BUILDING PERMIT SUBMITTALS ARE COORDINATED WITH LANDSCAPE ARCHITECTURAL SUBMITTALS.

PLANT LIST - AT GRADE

\*PLANT QUANTITIES ESTIMATED ONLY. NOT FOR PRICING\*

BOTANICAL NAME	COMMON NAME	*QTY	SIZE / SPACING & REMARKS
TREES			
ACER SACCHARUM 'JEFFERNO'	INFERNO MAPLE	11	5cm CAL
CARPINUS CAROLINIANA 'CCSQU'	PALISADE AMERICAN HORNBEAM	3	4cm CAL
CORNUS KOUSA 'SCHMRED'	HEART THROB DOGWOOD	6	3cm CAL
FRAXINUS PENNSYLVANICA 'OCONEE'	GEORGIA GEM ASH	2	5cm CAL
LIRIODENDRON TULIPIERA 'FASTIGIATA'	COLUMNAR TULIP TREE	2	5cm CAL
SHRUBS			
BERBERIS THUNBERGII 'GENTRY'	ROYAL BURGUNDY BARBERRY	28	#02 CONT. /1.5m O.C. SPACING
PHILADELPHUS LEWISII 'WATERTON'	WATERON MOCKORANGE	16	#02 CONT. /2.0m O.C. SPACING
PRUNUS ADAMSII 'PUMILA'	NORWAY SPRUCE	16	#02 CONT. /2.0m O.C. SPACING
ROSA WOODSI	WESTERN WILD ROSE	16	#02 CONT. /2.0m O.C. SPACING
SALIX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	28	#02 CONT. /1.5m O.C. SPACING
PERENNIALS & ORNAMENTAL GRASSES			
ARCTOSTAPHYLOS UVA-URSI	KINKIDINKICK	68	#01 CONT. /1.0m O.C. SPACING
HELIOPSIS HELIANTHOIDES 'SUMMER SUN'	SUMMER SUN FALSE SUNFLOWER	15	#01 CONT. /1.5m O.C. SPACING
HOSTA 'PATRIOT'	PATRIOT HOSTA	35	#01 CONT. /1.0m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	15	#01 CONT. /1.5m O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	35	#01 CONT. /1.0m O.C. SPACING
SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	15	#01 CONT. /1.5m O.C. SPACING

PROJECT TITLE  
1885 HIGH ROAD

Kelowna, BC

DRAWING TITLE

LANDSCAPE PLAN -  
AT GRADE

ISSUED FOR / REVISION		
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.	21-072
DESIGN BY	KM/NM
DRAWN BY	TR
CHECKED BY	FB
DATE	AUG. 09, 2023
SCALE	1:200
PAGE SIZE	24"x36"

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215





SCHEDULE

C

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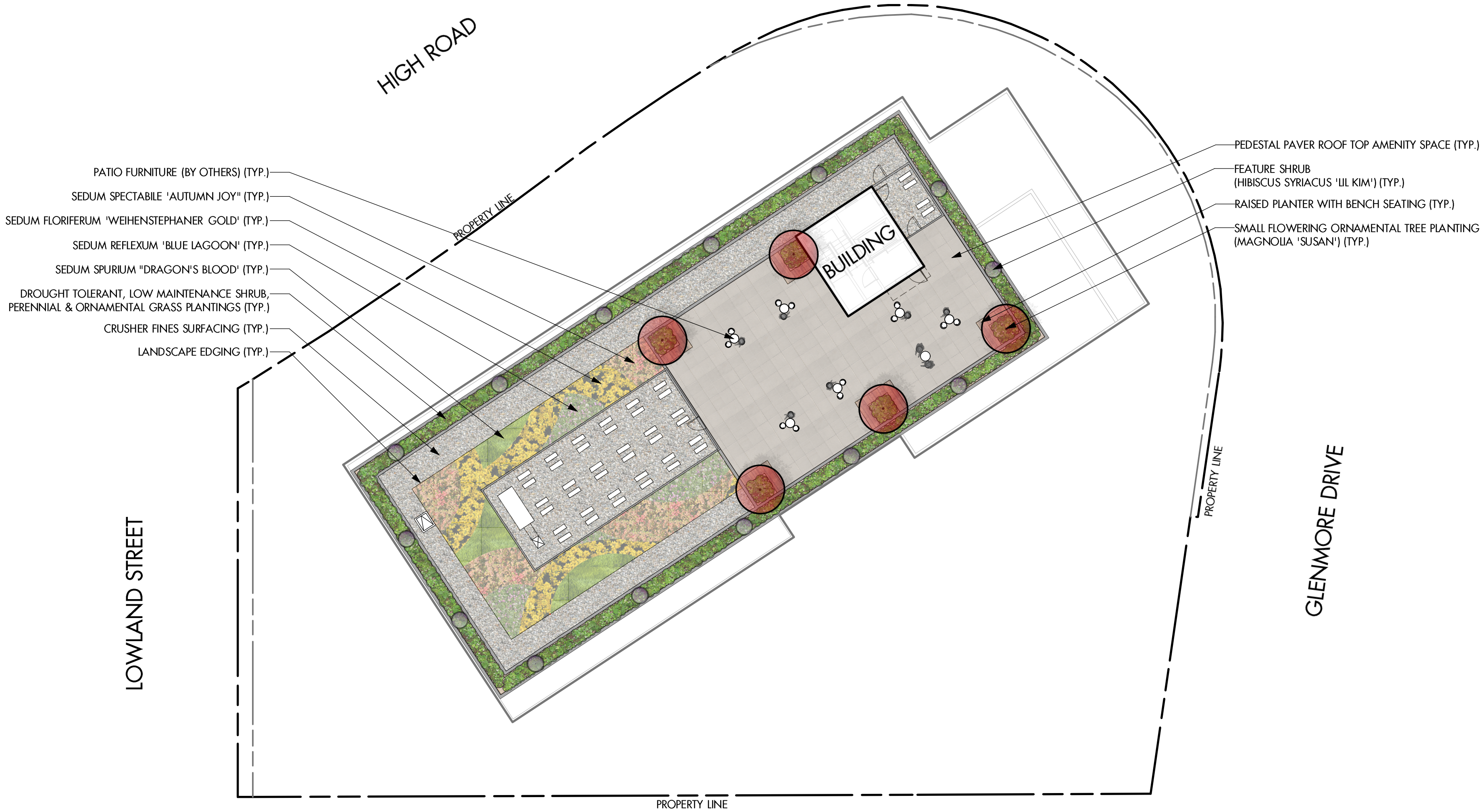
# DP21-0132 DVP21-0133

Planner Initials

TC

City of Kelowna

DEVELOPMENT PLANNING



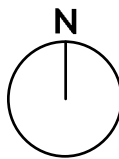
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### PLANT LIST - ROOF

\*PLANT QUANTITIES ESTIMATED ONLY. NOT FOR PRICING\*

BOTANICAL NAME	COMMON NAME	*QTY	SIZE / SPACING & REMARKS
<strong>TREES</strong>			
MAGNOLIA 'SUSAN'	SUSAN MAGNOLIA	5	3cm CAL
<strong>SHRUBS</strong>			
BERBERIS THUNBERGII 'GENTRY'	ROYAL BURGUNDY BARBERRY	8	#02 CONT. /1.5m O.C. SPACING
HIBISCUS SYRIACUS 'LIL KIM'	LIL KIM ROSE OF SHARON	14	#05 CONT. /PER PLANS
PICEA ABIES 'PUMILA'	NORWAY SPRUCE	4	#02 CONT. /2.0m O.C. SPACING
ROSA WOODSI	WESTERN WILD ROSE	4	#02 CONT. /2.0m O.C. SPACING
SAUX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	8	#02 CONT. /1.5m O.C. SPACING
<strong>PERENNIALS &amp; ORNAMENTAL GRASSES</strong>			
ARCTOSTAPHYLOS UVA-URSI	KINKINNICK	9	#01 CONT. /1.0m O.C. SPACING
HELIOPSIS HELIANTHOIDES 'SUMMER SUN'	SUMMER SUN FALSE SUNFLOWER	4	#01 CONT. /1.5m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	9	#01 CONT. /1.0m O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	4	#01 CONT. /1.5m O.C. SPACING
SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT MEADOW SAGE	9	#01 CONT. /1.0m O.C. SPACING
SEDUM FLORIFERUM 'WEIHENSTEPHANER GOLD'	GOLD STONECROP	114	PLUGS/0.6m O.C. SPACING
SEDUM REFLEXUM 'BLUE LAGOON'	BLUE LAGOON STONECROP	58	PLUGS/0.6m O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	111	PLUGS/0.6m O.C. SPACING
SEDUM SPURIUM 'DRAGON'S BLOOD'	DRAGON'S BLOOD STONECROP	56	PLUGS/0.6m O.C. SPACING



PROJECT TITLE  
**1885 HIGH ROAD**

Kelowna, BC

DRAWING TITLE

**LANDSCAPE PLAN - ROOF**

ISSUED FOR / REVISION		
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.	21-072
DESIGN BY	KM/NM
DRAWN BY	TR
CHECKED BY	FB
DATE	AUG. 09, 2023
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PAGE SIZE	24"x36"

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# DP21-0132 DVP21-0133

Planner Initials

TC

City of Kelowna

DEVELOPMENT PLANNING

WATER CONSERVATION CALCULATIONS

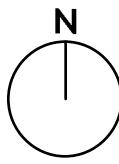
LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1028 cu.m. / year  
ESTIMATED LANDSCAPE WATER USE (WU) = 356 cu.m. / year  
WATER BALANCE = 672 cu.m. / year  
\*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

IRRIGATION NOTES

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

IRRIGATION LEGEND

- ZONE #1: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 184 sq.m.  
MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
ESTIMATED ANNUAL WATER USE: 61 cu.m.
- ZONE #2: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 111 sq.m.  
MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
ESTIMATED ANNUAL WATER USE: 37 cu.m.
- ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 193 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING  
ESTIMATED ANNUAL WATER USE: 64 cu.m.
- ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 176 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 59 cu.m.
- ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
TOTAL AREA: 39 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 33 cu.m.
- ZONE #6: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
TOTAL AREA: 34 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 29 cu.m.
- ZONE #7: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE ROOFTOP PLANTING AREAS  
TOTAL AREA: 118 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 39 cu.m.
- ZONE #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR LOW WATER USE SEDUM ROOFTOP PLANTING AREAS  
TOTAL AREA: 123 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 33 cu.m.



PROJECT TITLE

1885 HIGH ROAD

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION/  
IRRIGATION PLAN -  
AT GRADE

ISSUED FOR / REVISION		
2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
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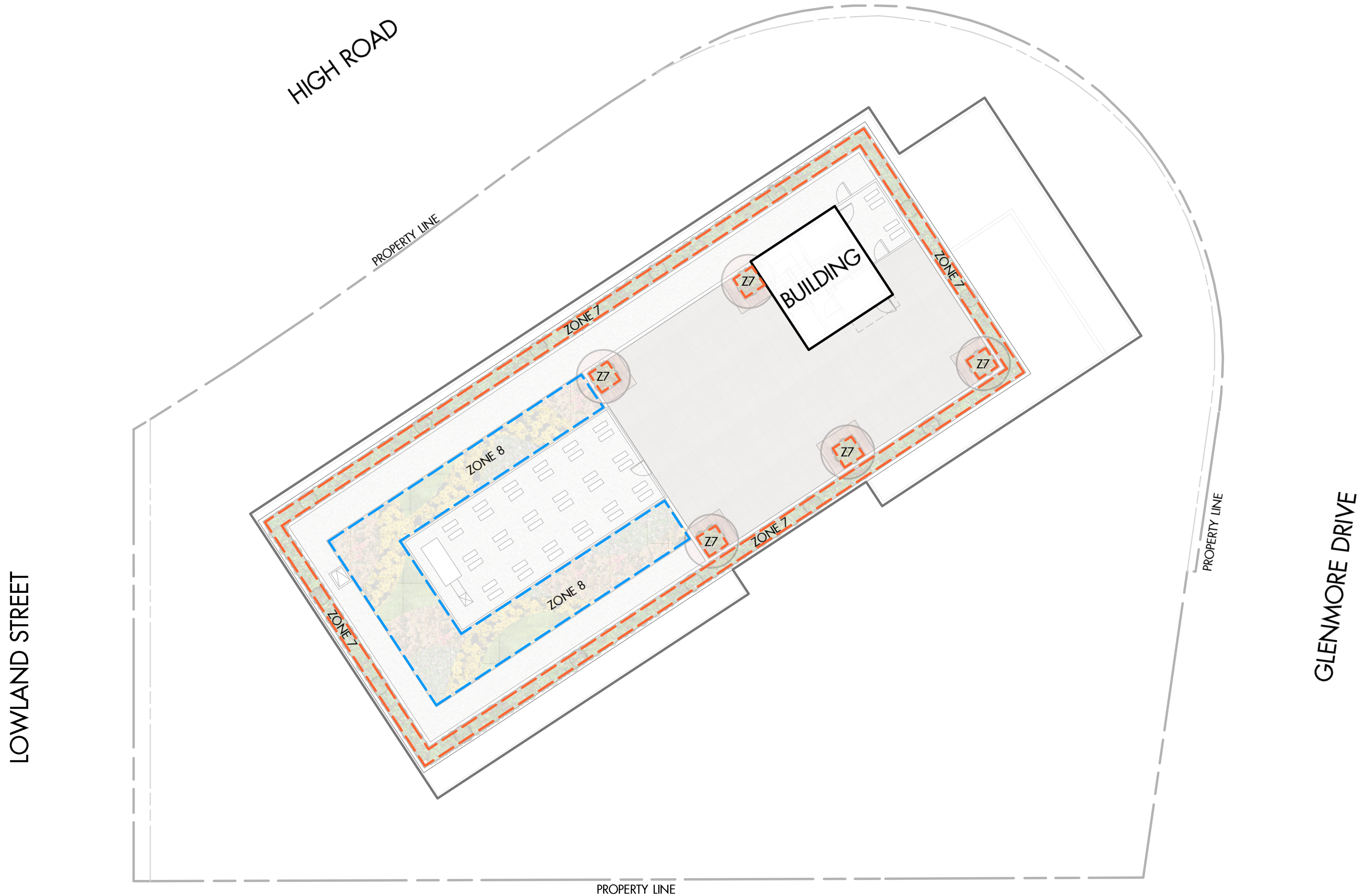
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## SCHEDULE

C

This forms part of application  
# DP21-0132 DVP21-0133

Planner  
Initials

TC



## WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1028 cu.m. / year

ESTIMATED LANDSCAPE WATER USE (WU) = 356 cu.m. / year

WATER BALANCE = 672 cu.m. / year

\*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

## IRRIGATION NOTES

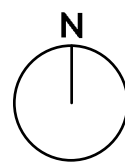
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## IRRIGATION LEGEND

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TOTAL AREA: 184 sq.m.  
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ESTIMATED ANNUAL WATER USE: 33 cu.m.
- ZONE #6:** LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS  
TOTAL AREA: 34 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 29 cu.m.
- ZONE #7:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE ROOFTOP PLANTING AREAS  
TOTAL AREA: 118 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 39 cu.m.
- ZONE #8:** HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR LOW WATER USE SEDUM ROOFTOP PLANTING AREAS  
TOTAL AREA: 123 sq.m.  
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 33 cu.m.



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



PROJECT TITLE

1885 HIGH ROAD

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION/  
IRRIGATION PLAN - ROOF

ISSUED FOR / REVISION

2	21.05.28	Review
3	22.02.28	Review
4	22.10.14	Review
5	22.10.25	Development Permit
6	23.08.09	Development Permit

PROJECT NO.

21-072

DESIGN BY

KM/NM

DRAWN BY

TR

CHECKED BY

FB

DATE

AUG. 09, 2023

SCALE

1:200

PAGE SIZE

24"x36"

SEAL



DRAWING NUMBER

L 4/4

NOT FOR CONSTRUCTION

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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE						
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>2.1 General residential &amp; mixed use guidelines</b>						
<b>2.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
a. Orient primary building facades and entries to the fronting street or open space to create street edge definition and activity.						✓
b. On corner sites, orient building facades and entries to both fronting streets.						✓
c. Minimize the distance between the building and the sidewalk to create street definition and a sense of enclosure.						✓
d. Locate and design windows, balconies, and street-level uses to create active frontages and 'eyes on the street', with additional glazing and articulation on primary building facades.						✓
e. Ensure main building entries are clearly visible with direct sight lines from the fronting street.						✓
f. Avoid blank, windowless walls along streets or other public open spaces.						✓
g. Avoid the use of roll down panels and/or window bars on retail and commercial frontages that face streets or other public open spaces.	✓					
<b>2.1.2 Scale and Massing</b>	N/A	1	2	3	4	5
a. Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.						✓
b. Break up the perceived mass of large buildings by incorporating visual breaks in facades.					✓	
c. Step back the upper storeys of buildings and arrange the massing and siting of buildings to: <ul style="list-style-type: none"> <li>Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and</li> <li>Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.</li> </ul>						✓
<b>2.1.3 Site Planning</b>	N/A	1	2	3	4	5
a. Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.						✓
b. Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of appropriate lighting, visible entrances, opportunities for natural surveillance, and clear sight lines for pedestrians.						✓



c. Limit the maximum grades on development sites to 30% (3:1)						✓
d. Design internal circulation patterns (street, sidewalks, pathways) to be integrated with and connected to the existing and planned future public street, bicycle, and/or pedestrian network.					✓	
e. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.						✓
f. Apply universal accessibility principles to primary building entries, sidewalks, plazas, mid-block connections, lanes, and courtyards through appropriate selection of materials, stairs, and ramps as necessary, and the provision of wayfinding and lighting elements.					✓	
<b>2.1.4 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. Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view.					✓	
b. Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						✓
c. Avoid locating off-street parking between the front façade of a building and the fronting public street.					✓	
d. In general, accommodate off-street parking in one of the following ways, in order of preference: <ul style="list-style-type: none"> <li>• Underground (where the high water table allows)</li> <li>• Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);</li> <li>• Garages or at-grade parking integrated into the building (located at the rear of the building); and</li> <li>• Surface parking at the rear, with access from the lane or secondary street wherever possible.</li> </ul>						✓
e. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> <li>• Landscaping;</li> <li>• Trellises;</li> <li>• Grillwork with climbing vines; or</li> <li>• Other attractive screening with some visual permeability.</li> </ul>					✓	
f. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> <li>• Covered short-term parking in highly visible locations, such as near primary building entrances; and</li> <li>• Secure long-term parking within the building or vehicular parking area.</li> </ul>						✓
g. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.						✓
h. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.						✓



i. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.						✓
<b>2.1.5 Streetscapes, Landscapes, and Public Realm Design</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site buildings to protect mature trees, significant vegetation, and ecological features.				✓		
b. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.						✓
c. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.						✓
d. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> <li>• Locating outdoor spaces where they will receive ample sunlight throughout the year;</li> <li>• Using materials and colors that minimize heat absorption;</li> <li>• Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and</li> <li>• Using building mass, trees and planting to buffer wind.</li> </ul>						✓
e. Use landscaping materials that soften development and enhance the public realm.						✓
f. Plant native and/or drought tolerant trees and plants suitable for the local climate.						✓
g. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.						✓
h. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.					✓	
<b>2.1.6 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. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: <ul style="list-style-type: none"> <li>• Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks;</li> <li>• Repeating window patterns on each step-back and extension interval;</li> <li>• Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and</li> <li>• Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval.</li> </ul>					✓	
b. Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians. Include architectural features such as: bay windows and balconies; corner feature accents, such as turrets or cupolas; variations in roof height, shape and detailing; building entries; and canopies and overhangs.						✓



Include architectural details such as: Masonry such as tiles, brick, and stone; siding including score lines and varied materials to distinguish between floors; articulation of columns and pilasters; ornamental features and art work; architectural lighting; grills and railings; substantial trim details and moldings / cornices; and trellises, pergolas, and arbors.						
c. Design buildings to ensure that adjacent residential properties have sufficient visual privacy (e.g. by locating windows to minimize overlook and direct sight lines into adjacent units), as well as protection from light trespass and noise.					✓	
d. Design buildings such that their form and architectural character reflect the buildings internal function and use.						✓
e. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.						✓
f. Provide weather protection such as awnings and canopies at primary building entries.						✓
g. Place weather protection to reflect the building's architecture.						✓
h. Limit signage in number, location, and size to reduce visual clutter and make individual signs easier to see.						✓
i. Provide visible signage identifying building addresses at all entrances.						✓

SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>4.1 Low &amp; mid-rise residential &amp; mixed use guidelines</b>						
<b>4.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
h. Ensure lobbies and main building entries are clearly visible from the fronting street.						✓
i. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> <li>Locating enclosed parking garages away from street frontages or public open spaces;</li> <li>Using ground-oriented units or glazing to avoid creating dead frontages; and</li> <li>When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting.</li> </ul>						✓
<b>Residential &amp; Mixed Use Buildings</b>						
j. Set back residential buildings on the ground floor 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. <ul style="list-style-type: none"> <li>A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways.</li> </ul>					✓	



<ul style="list-style-type: none"> <li>Exceptions can be made in cases where the water table requires this to be higher. In these cases, provide a larger patio and screen parking with ramps, stairs and landscaping.</li> </ul>						
k. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.						✓
l. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						✓
<b>4.1.2 Scale and Massing</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Residential building facades should have a maximum length of 60 m. A length of 40 m is preferred.						✓
b. Residential buildings should have a maximum width of 24 m.						✓
c. Buildings over 40 m in length should incorporate a significant horizontal and vertical break in the façade.				✓		
d. For commercial facades, incorporate a significant break at intervals of approximately 35 m.	✓					
<b>4.1.3 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. On sloping sites, floor levels should step to follow natural grade and avoid the creation of blank walls.	✓					
b. Site buildings to be parallel to the street and to have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior court yards: <ul style="list-style-type: none"> <li>Building sides that interface with streets, mid-block connections and other open spaces and should positively frame and activate streets and open spaces and support pedestrian activity; and</li> <li>Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access.</li> </ul>						✓
<b>4.1.4 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. Vehicular access should be from the lane. Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access may be 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 minimised; and</li> <li>There is no more than one curb cut per property.</li> </ul>						✓
b. Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms and should be screened from public view with active retail uses, active residential uses, architectural or landscaped screening elements.					✓	
c. Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <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> </ul>						✓



<ul style="list-style-type: none"> <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>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Integrate publicly accessible private spaces (e.g. private courtyards accessible and available to the public) with public open areas to create seamless, contiguous spaces.						✓
b. Locate semi-private open spaces to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.						✓
<b>Rooftop Amenity Spaces</b>						
c. Design shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) to be accessible to residents and to ensure a balance of amenity and privacy by: <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 by using fencing, landscaping, or architectural screening.</li> </ul>						✓
d. Reduce the heat island affect 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, and Materials</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20 m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance and include: <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 façade;</li> <li>Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade;</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>					✓	



b. Break up the building mass by incorporating elements that define a building's base, middle and top.					✓	
c. Use an integrated, consistent range of materials and colors and provide variety, by for example, using accent colors.					✓	
d. Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the façade, adding pedestrian space, increasing the number and size of windows, and adding awnings or canopies.						✓
e. Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas 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>					✓	
f. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.					✓	
g. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.					✓	
h. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.						✓
i. Provide 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.						✓
j. 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>						✓
k. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.					✓	

**ATTACHMENT** B

This forms part of application  
# DP21-0132 DVP21-0133

Planner Initials **TC**

City of **Kelowna**  
DEVELOPMENT PLANNING







August 14, 2023

Ecora File No.: 220191

**City of Kelowna Planning Department  
per Millennial Development Corporation**  
2755 Tutt Street  
Kelowna, BC V1Y 0G1

**Attention: Tyler Caswell - City of Kelowna 1885 High Road Multifamily File Manager**

**Reference: 1885 High Road Multifamily Landscape Zoning Bylaw Deviations Clarifications**

Dear Tyler,

Trees are proposed along the all four sides of the project per the standards set by the City of Kelowna Zoning Bylaw 12375 as shown on the plans (L1/4) and outlined in the zoning bylaw summary table.

Growing medium volumes are provided for the trees per the requirements set by the City of Kelowna Zoning Bylaw 12375.

A continuous laterally connected trench of growing medium is provided along the width of the fronting property and within the setback areas. Soil cells are used to provide growing medium underneath all proposed paved areas of different finishes crossing the 2m setback landscape zone.

The growing medium extends, where possible, into areas adjacent to and beyond the 2m setback landscape zone within the private development area, either as open grade medium or contained in soil cells underneath paved surface areas. These areas are figured into the total growing medium volume requirements.

Based on the surface area available, the depth of the growing medium trench varies between 700mm to 1200mm. This satisfies the Canadian Landscape Standards (CLS) minimum depth requirement of growing medium for trees of 600mm.

While the site does not meet the 75% soil based requirements, the soil volume per tree will be met and there should be no impact to the survival of the trees placed in the buffer.

Sincerely,

**Ecora Engineering & Resource Group Ltd.**

Natalie Martin, BLA, BCSLA Intern  
Principal of Design – Landscape Architecture  
Telephone: 250.469.9757 x1174  
[natalie.martin@ecora.ca](mailto:natalie.martin@ecora.ca)





## CO-OPERATIVE CARSHARING AGREEMENT

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

### BETWEEN:

#### **MODO CO-OPERATIVE**

200 - 470 Granville Street  
Vancouver, BC  
V6C 1V5

(**"Modo"**)

### AND:

#### **POLAR PROJECTS DEVELOPMENT GROUP LTD.**

1165 West 20th Street  
North Vancouver, BC  
V7P 2B6

(**"Polar"**)

### WHEREAS:

- A. Developer (as defined below) is the registered owner of those certain lands located at 18885 High Road in Kelowna, in the Province of British Columbia and legally described as follows:

PID: 023-711-175, LOT A SECTION 29 TOWNSHIP 26 OSOYOOS DIVISION  
YALE DISTRICT PLAN KAP58828,  
(the **"Lands"**);

- B. Developer is proposing to cause the construction of a new rental residential development (the **"Development"**) on the Lands;
- C. It is intended that Development will include 50 rental units (collectively the **"Rental Units"**, and each a **"Rental Unit"**);
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the **"Municipality"**) requires Developer to provide two (2) co-operative vehicles (each a **"Shared Vehicle"** and, collectively, the **"Shared Vehicles"**) in connection with the Development and to be available as part of a service to share the use of the Shared Vehicles (the **"Carsharing Program"**);
- F. In addition, the Municipality requires Developer to designate two (2) parking spaces at the Development for the exclusive use of the Shared Vehicles (the

**ATTACHMENT** D

This forms part of application

# DP21-0132 DVP21-0133

Planner  
Initials

TC





**“Shared Vehicle Parking Spaces”** as set out in Schedule A hereto) and free-of-charge to Modo;

- G. Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicles and administer the service to share the Shared Vehicles (collectively, the **“Services”**);
- I. Developer and Modo intend that the Shared Vehicles will be available for use by all members of Modo (collectively, the **“Modo Members”** and each a **“Modo Member”**), including the Residents who become Modo Members; and
- J. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

## ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) **“Agreement”** means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
  - (b) **“Arbitrator”** has the meaning set out in section 14.1(e);
  - (c) **“Carsharing Program”** has the meaning set out in Recital E;
  - (d) **“Commencement Date”** means the date on which the Occupancy Permit is issued by the Municipality;
  - (e) **“Contract Fees”** means collectively the Project Fee and one (1) Phased Shared Vehicle Project Fee, and **“Contract Fee”** means any one of them;
  - (f) **“Developer”** means Polar and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any party which may manage or operate the Development for Developer from time to time;
  - (g) **“Development”** has the meaning set out in Recital B;



- (h) **“Driving Credits”** has the meaning set out in section 7.2;
- (i) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (j) **“EV Stations”** means two (2) electric vehicle charging stations (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicles, and to be located next to the Shared Vehicle Parking;
- (k) **“Lands”** has the meaning set out in Recital A;
- (l) **“Marketing Program”** has the meaning set out in section 7.2;
- (m) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (n) **“Membership Holders”** means the Rental Owner;
- (o) **“Membership Shares”** means membership shares in Modo;
- (p) **“Modo Members”** has the meaning set out in Recital I;
- (q) **“Municipality”** has the meaning set out in Recital E;
- (r) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (s) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (t) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (u) **“Phased Shared Vehicle Project Fee”** has the meaning set out in section 2.4;
- (v) **“Phased Shared Vehicle Purchase Notice”** has the meaning set out in section 2.4;
- (w) **“Project Fee”** has the meaning set out in section 2.1;
- (x) **Rental Owner** means the owner of the Rental Units from time to time;
- (y) **“Rental Units”** has the meaning set out in Recital **Error! Reference source not found.**;



- (z) **“Residents”** means collectively, the tenants of the Rental Units and **“Resident”** means any one of them;
- (aa) **“Rules”** has the meaning set out in section 5.4(a);
- (bb) **“Services”** has the meaning set out in Recital H;
- (cc) **“Shared Vehicles”** has the meaning set out in Recital E;
- (dd) **“Shared Vehicle Deployment Sequence”** has the meaning set out in section 2.4;
- (ee) **“Shared Vehicle Minimum Term”** means the term of three (3) years for each Shared Vehicle, commencing from the later of the Commencement Date or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (ff) **“Shared Vehicle Parking Space”** has the meaning set out in Recital G;
- (gg) **“Subject Shares”** has the meaning set out in section 2.1(b);
- (hh) **“Sustainable Usage Levels”** means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo’s usage goals; and,
- (ii) **“Term”** means the term of this Agreement as described in section 9.1.

## ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$32,000.00 plus GST (the **“Project Fee”**), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **“Subject Shares”**); and
  - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of Shared Vehicles.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to Developer confirming payment of the Project Fee to Modo.
- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.



- 2.4 When utilization of the Carsharing Program justifies, as determined by Modo, an additional Shared Vehicle to be purchased and located in a Shared Vehicle Parking Space and pursuant to the deployment sequence of the Shared Vehicles (the “**Shared Vehicle Deployment Sequence**”) as set out in Schedule C hereto, Modo will provide written notice (the “**Phased Shared Vehicle Purchase Notice**”) to Developer, and Developer will pay to Modo the sum of \$32,000.00 plus GST (the “**Phased Shared Vehicle Project Fee**”) to be used by Modo toward the ownership costs of such additional Shared Vehicle.
- 2.5 Upon payment of a Phased Shared Vehicle Project Fee, Modo will issue a receipt to Developer confirming payment of such Phased Shared Vehicle Project Fee to Modo.
- 2.6 For the avoidance of doubt, Developer will not pay more than a maximum total of one (1) Phased Shared Vehicle Project Fee.
- 2.7 If the Occupancy Permit is issued later than the year 2026, the Project Fee will increase by 4% for each year thereafter, on January 1<sup>st</sup> of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

### ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 Developer agrees to designate the Shared Vehicle Parking Spaces for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo from the Commencement Date and throughout the Term.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Spaces will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.
- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Spaces through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Spaces would be removed at the vehicle owners' risk and expense.
- 3.4 Developer will ensure that the EV Stations are operational and for the exclusive use of Modo from the Commencement Date and throughout the Term.
- 3.5 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the “**Estimated Occupancy Date**”).
- 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.

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- 3.7 Upon completion of Developer's obligations under section 2.1 and assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer will cause the Subject Shares, which together form the Partnership Membership, to be transferred to and registered in the name of the Membership Holder and the Membership Holder will hold the Subject Shares on behalf of and for the benefit of the Residents, subject to section 5.4.
- 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

#### **ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER**

- 4.1 Once Developer is in a position to do so (as determined by Developer in its sole discretion), Developer will cause the Rental Owner to execute an assignment and assumption agreement pursuant to which Developer will assign its interest in this Agreement to the Rental Owner and the Rental Owner will assume all of Developer's obligations under this Agreement and any other obligations herein which are expressly identified as obligations of the Rental Owner and Membership Holder. If the Subject Shares were issued to Developer prior to such assumption, then Developer will transfer an undivided interest in the Subject Shares to the Rental Owner concurrently with such assumption, and Modo hereby consents to such transfer.
- 4.2 Effective upon the assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer and its nominees, subsidiaries and other affiliates will have no further obligations or liabilities whatsoever hereunder.

#### **ARTICLE 5 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDER**

- 5.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner of all the Subject Shares, and their beneficial interest will vest in the Residents in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Rental Unit that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 5.3 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicles and participate in the Carsharing Program.



- 5.4 The Membership Holder agrees on behalf of the Residents that, upon assuming this Agreement, it will:
- (a) administer the Partnership Membership in accordance with the rules set out in Schedule D hereto (the “**Rules**”);
  - (b) the Membership Holder will use reasonable commercial efforts to make available to Residents the Rules; and
  - (c) at all times retain ownership of the Subject Shares.
- 5.5 Every six (6) calendar months during the Term (commencing within six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User.
- 5.6 Within thirty (30) days after receipt of the information, referred to in section 5.5, the Membership Holder will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Housing Units, and Modo will cancel such Partner Users’ benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.7 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 5.8 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term.
- 5.9 The Rental Owner agrees to pay for the electricity withdrawn from the EV Stations when due and Modo will reimburse the Rental Owner in accordance with section 6.13.

## **ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO**

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time equal to the Contract Fees paid hereunder divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Rental Unit may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo will use the Contract Fees, less the amount required to purchase the Subject Shares, toward the ownership costs of two (2) new four-wheeled automobiles with electric motorization for use as the Shared Vehicles, provided

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that Modo may temporarily use new four-wheeled automobiles with internal combustion engine as the Shared Vehicles if Modo is unable to procure and deliver new four-wheeled automobiles with electric motorization within the time period set out in the Shared Vehicle Deployment Sequence as set out in Schedule C hereto. In the event that Modo is temporarily using four-wheeled automobiles with internal combustion engine as the Shared Vehicles, Modo will use reasonable commercial efforts to replace such automobiles with new four-wheeled automobiles with electric motorization as soon as possible after the Commencement Date and until such time as two (2) are ultimately procured and delivered to the Shared Vehicle Parking Spaces, which automobiles with electric motorization will become the Shared Vehicles at no additional cost to Developer or the Membership Holder.

- 6.4 Forthwith upon the purchase of each Shared Vehicle, provide Developer with a copy of such Shared Vehicle's registration evidencing that such Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.5 Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use by Modo Members in accordance with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.
- 6.6 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicles at another location suitable for its use within the Carsharing Program and make them available for use by Modo Members, provided always that Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.7 Modo agrees to provide the Shared Vehicles for the use of Modo Members and to cause the Shared Vehicles to be parked in the Shared Vehicle Parking Spaces at all times when not in use by a Modo Member and when not being repaired or serviced.
- 6.8 Modo and Developer agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Spaces during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Spaces.
- 6.9 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.10 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Spaces.

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- 6.11 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicles and the Carsharing Program in a prudent manner. If a Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term for such Shared Vehicle, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.
- 6.12 Modo acknowledges and agrees that Developer and the Membership Holder will not be responsible for any costs associated with the Shared Vehicles, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicles or any user or membership fees of any of the Residents, other than the payment of the Contract Fees and the maintenance, use of and access to the Shared Vehicle Parking Spaces and EV Stations.
- 6.13 Modo will reimburse the Rental Owner the amount paid by the Rental Owner for the electricity withdrawn from the EV Stations, based on data logs and reports from the EV Stations. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Rental Owner and Modo.
- 6.14 Modo reserves the right to temporarily relocate the Shared Vehicles parked in the Shared Vehicle Parking Spaces if use of the Shared Vehicle Parking Spaces is not possible in accordance with section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours and until use of the Shared Vehicle Parking Spaces has been re-established in accordance with sections 3.1 and 3.2. Promptly following use being re-established in accordance with sections 3.1 and 3.2, Modo will relocate the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.15 Modo reserves the right to temporarily relocate the Shared Vehicles parked in the Shared Vehicle Parking Spaces if status or use of the EV Stations is not in accordance with section 3.4 for a duration greater than twenty-four (24) consecutive hours and until status and use of the EV Stations have been re-established in accordance with section 3.4. Promptly following status and use of the EV Stations being re-established in accordance with section 3.4, Modo will relocate the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.16 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 6.17 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.



- 6.18 Modo confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns.
- 6.19 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

## ARTICLE 7 - MARKETING AND ASSESSMENT

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.
- 7.2 Modo will establish a marketing program (the "**Marketing Program**") where Modo will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits ("**Driving Credits**") to the Modo account of each Resident who becomes a Modo Member for the first time, which Driving Credits will only be applied to fees for usage of Modo vehicles, for the duration of the Term.
- 7.3 Throughout the duration of the leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
- (a) a short description of Modo, the Services, the Driving Credits and the Partnership Membership on the Development's website;
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
  - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after first occupation of the Development, with a link to a dedicated "welcome" page on Modo's website; and
  - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Services, the Driving Credits and the Partnership Membership,



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

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

#### **ARTICLE 8 - SECURITY INTEREST**

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

#### **ARTICLE 9 - NO FIXED TERM**

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

#### **ARTICLE 10 - MUTUAL REPRESENTATIONS**

- 10.1 Each party represents and warrants to the other that:
- (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;



- (b) it has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
- (c) such party's obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

## **ARTICLE 11 - TERMINATION AND AMENDMENT**

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this Agreement will be terminated and both parties will be relieved of their obligations herein, except as expressly set out herein.
- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 During a Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services of the Municipality.
- 11.4 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule D, so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 Developer and Modo agree that, if the usage of a Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term of such Shared Vehicle has expired, Modo may exercise its right, in its sole discretion, to: (i) replace such Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate such Shared Vehicle from the Shared Vehicle Parking Spaces, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of all Shared Vehicles pursuant to section 11.5, then the Shared Vehicle Parking Spaces will no longer need to be made available to Modo and sections 3.1 to 3.4, 5.8, 6.7 and 6.13 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicles available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of a Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.



- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, any of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

## **ARTICLE 12 - SUBSEQUENT TRANSFERS OF RENTAL UNITS**

- 12.1 If at any time following the assumptions and transfer referred to in section 4.1, the Rental Owner subsequently transfers its interest in the Rental Units to a transferee, then the Rental Owner will cause such transferee to execute an assumption agreement which provides that such transferee agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of Developer and the Membership Holder under this Agreement, and the Rental Owner will transfer the Rental Owner's interest in the Subject Shares to such transferee, and the transferring Rental Owner will not be liable for any obligations or liabilities arising hereunder from and after the date of such transfer.

## **ARTICLE 13 - DEFAULT**

- 13.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the party claiming default may deliver notice of dispute in accordance with section 14.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 14 -.

## **ARTICLE 14 - DISPUTE RESOLUTION**

- 14.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
  - (b) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;



- (c) if the dispute remains unresolved for thirty (30) calendar days after a notice of dispute has been issued as per section 14.1(a)., or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties will agree upon and appoint a mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following receipt of the responding party's written notice of reply referred to in section 14.1(b), the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 14.1(e). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;
- (d) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 14.1(c), or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
- (e) except for claims for injunctive relief, all claims and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 14.1, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;
- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;



- (g) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
  - (h) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
  - (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.
- 14.2 The dispute resolution provisions of section 14.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 14.1 prior to the date of termination.

#### **ARTICLE 15 - NOTICES**

- 15.1 Notices under this Agreement will be provided in writing to the following addresses or electronic mail addresses set out below:
- (a) Developer:
    - 1165 20th Street West, North Vancouver, BC, V7P 2B6
    - Email: dionnedelesalle@gmail.com
  - (b) Modo
    - 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
    - Email: info@Modo.coop
- 15.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following their posting in B.C. or emailing.
- 15.3 Addresses for notices may be amended by written notice from one party to the other.

#### **ARTICLE 16 - ASSIGNMENT**

- 16.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo, which notice will include the contact information of the parties to which the Agreement is being assigned.



## ARTICLE 17 - INDEMNITY

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

## ARTICLE 18 - GENERAL

- 18.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 18.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 18.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 18.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.
- 18.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 18.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 18.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.



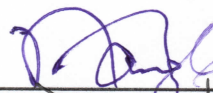
18.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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

**By Modo:**

**MODO CO-OPERATIVE, by its authorized signatory**

By:

  
Name: Patrick Nangle  
Title: CEO

**By Polar:**

**POLAR PROJECTS DEVELOPMENT GROUP LTD., by its authorized signatory**

By:

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<b>ATTACHMENT</b>		<b>D</b>
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	TC	 City of <b>Kelowna</b> DEVELOPMENT PLANNING



**SCHEDULE A  
SHARED VEHICLE PARKING SPACES**

**[NDLR: Insert plan showing location and dimensions of parking spaces]**

<b>ATTACHMENT</b>		<b>D</b>
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	TC	 City of <b>Kelowna</b> DEVELOPMENT PLANNING



OWNER/CLIENT: POLAR PROJECTS DEVELOPMENT GROUP (604)726-7760		
12	RE-ISSUED FOR REZONING, DP & DVP	11/04/2022
11	RE-ISSUED FOR REZONING, DP & DVP	10/25/2022
10	ISSUED FOR COORDINATION	06/28/2022
09	ISSUED FOR CLIENT REVIEW	05/05/2022
08	ISSUED FOR CITY REVIEW	03/03/2022
07	ISSUED FOR CLIENT REVIEW	03/29/2022
06	RE-ISSUED FOR REZONING, DP & DVP	02/28/2022
05	ISSUED FOR COORDINATION	02/03/2022
04	ISSUED FOR REVIEW	01/25/2022
03	ISSUED FOR REVIEW	01/09/2022
02	ISSUED FOR REZONING, OCP, DP & DVP	05/27/2021
01	ISSUED FOR OCP AMENDMENT + REZONING	04/20/2021
NO.	REVISION	M/D/Y

PROJECT NAME

**1885 HIGH RD  
KELOWNA, BC**

PROJECT ADDRESS:

**1885 HIGH RD AND 805 GLENMORE DR  
KELOWNA, BC, V1Y 4G3**

**CHA**  
COLIN HARPER ARCHITECT  
302-666 Cook Street, Victoria, BC, V8V 3Y7  
778-584-0582 | info@charch.ca | charch.ca

CONSULTANTS:

STRUCTURAL:

MECHANICAL: REINBOLD ENGINEERING

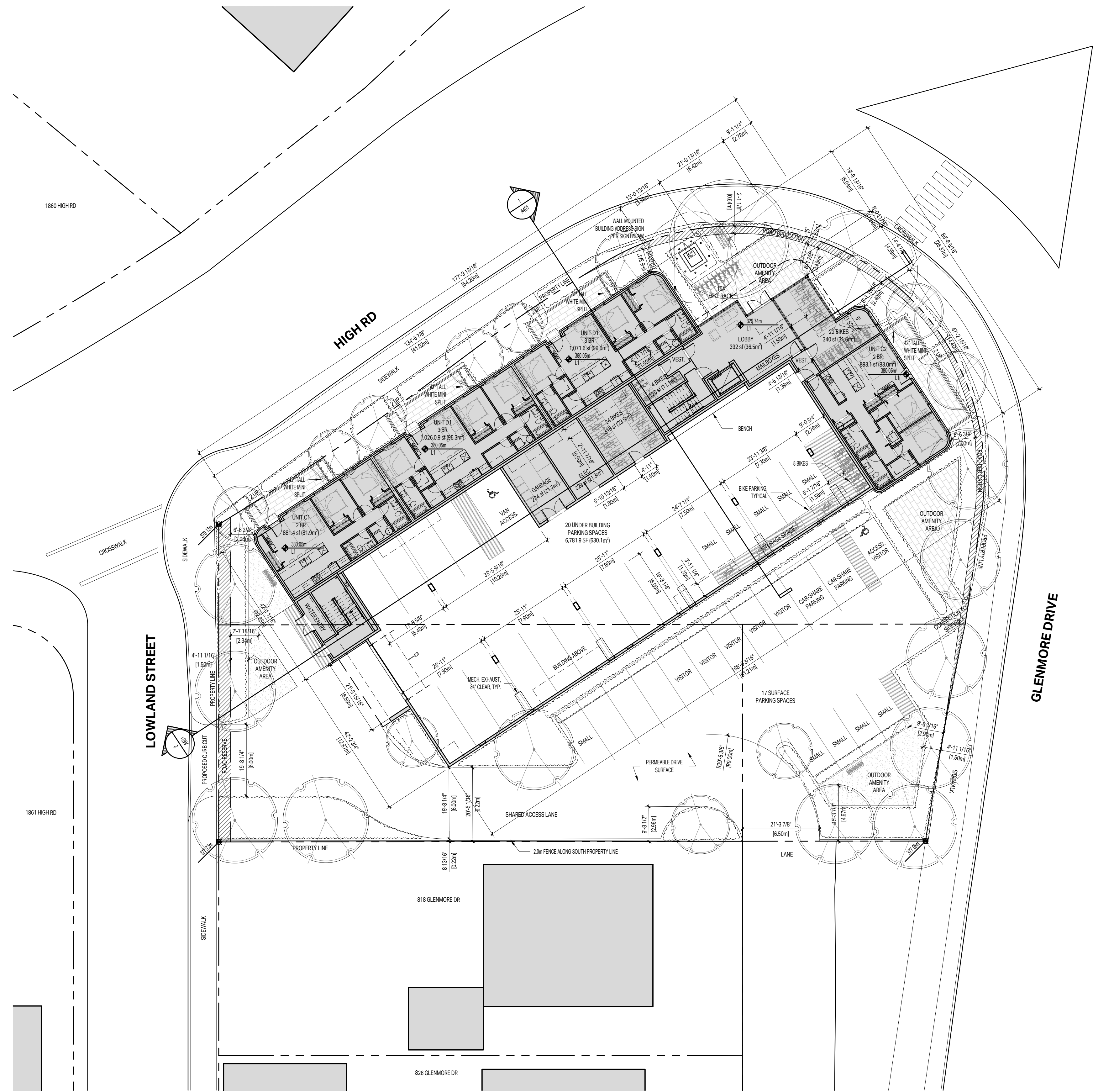
ELECTRICAL:

CIVIL:

LANDSCAPE: ECORA

**SITE PLAN/  
LEVEL 1**

PROJECT NO:	2102	DRAWN BY:	CH
SCALE:	1:200	REVIEW BY:	CH
DATE:	OCT. 2022	DRAWING NO:	<b>A201</b>



**1 SITE PLAN / LEVEL 1**



## **SCHEDULE B**

### **CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE**

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

#### **1. General**

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

#### **2. Dimensions**

The Shared Vehicle Parking Space dimensions shall be standardized:

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

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

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

#### **3. Location**

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

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

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

<b>ATTACHMENT</b> <b>D</b>	
This forms part of application	
# DP21-0132 DVP21-0133	
Planner Initials	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>
<div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">TC</div>	



#### 4. Access

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

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

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

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

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

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

#### 5. Maneuverability

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

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

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

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



## 6. Signage

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

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

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

## 7. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed with:

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

## 8. Connectivity

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

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

## 9. Electric Vehicle charging infrastructure

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- a. an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and



- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

EV Station means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International's J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer's sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.

<b>ATTACHMENT</b>		<b>D</b>
This forms part of application		
# DP21-0132 DVP21-0133		
Planner Initials	<b>TC</b>	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>



**SCHEDULE C  
SHARED VEHICLE DEPLOYMENT SEQUENCE**

Shared Vehicle	Location of Shared Vehicle Parking Space	Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1	Shared Vehicle Parking Spaces at the Development	Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"> <li>The Project Fee has been paid to Modo at least 60 days prior to the Commencement Date as per section 2.1 of this Agreement;</li> <li>The Shared Vehicle Parking Spaces are available to Modo as per sections 3.1 and 3.2 of this Agreement; and</li> <li>One (1) EV Station is operational and accessible to Modo as per section 3.4 this Agreement.</li> </ul>
Shared Vehicle #2	Shared Vehicle Parking Spaces at the Development	Within 60 days after all conditions set out in the column titled "Conditions for deployment of the Shared Vehicle" for Shared Vehicle #2 are met or earlier if deemed appropriate by Modo.	<ul style="list-style-type: none"> <li>Aggregate utilization of all Modo vehicles located within one (1) kilometre radius of the Development is equal or superior to the 40th percentile of Modo's vehicle fleet overall during an entire fiscal quarter;</li> <li>The Shared Vehicle Parking Spaces are available to Modo as per sections 3.1 and 3.1 of this Agreement;</li> <li>A Phased Shared Vehicle Project Fee has been paid to Modo as per section 2.4 of this Agreement for purchase of Shared Vehicle #2;</li> <li>Shared Vehicle #1 is available to Modo Members as part of the Carsharing Program; and</li> <li>Two (2) EV Stations are operational and accessible to Modo as per section 3.4 of this Agreement.</li> </ul>



## SCHEDULE D PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
  - (a) “**Development**” means the rental residential development known as \_\_\_\_\_ located at \_\_\_\_\_, British Columbia;
  - (b) “**Rental Owner**” means the owner of the Rental Development;
  - (c) “**Membership Holder**” means the Rental Owner;
  - (d) “**Modo**” means Modo Co-operative;
  - (e) “**Residents**” means, collectively, residents of the Development, and each such resident is referred to herein as a “**Resident**”;
2. The Membership Holder has assumed, or will assume, an agreement (the “**Co-operative Carsharing Agreement**”) with Modo pursuant to which Modo granted to the Membership Holder a Modo partnership membership ( the “Membership”) by issuing to the Membership Holder a certain number of membership shares in Modo (the “**Modo Shares**”) for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the “**Membership Eligibility Criteria**”).
4. Residents who are granted the rights and benefits of the Membership from time to time (the “**Partner Users**” and, each a “**Partner User**”) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.
5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
  - (a) the applicant Resident, if the holder of a driver’s licence issued in British Columbia, Canada, must prove current residency at the Development by



providing Modo with a copy of its current driver's records indicating their address within the Development;

- (b) the applicant Resident, if the holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and their address within the Development; and
  - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
- 7. Each Partner User will be responsible for and will save the Membership Holder harmless from any and all liabilities incurred by the Membership Holder and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holder by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holder.
  - 8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
  - 9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
  - 10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any party.
  - 11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
  - 12. The Modo Shares remain at all times in the name of the Membership Holder.
  - 13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
  - 14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.



**SCHEDULE E  
SECURITY AGREEMENT**

BY:

**MODO CO-OPERATIVE**

200 - 470 Granville Street,

Vancouver, B.C.

V6C 1V5

(the "**Grantor**")

**IN FAVOUR OF:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "**Secured Party**")

**WHEREAS:**

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

Make/Model: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

Make/Model: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

(the "**Shared Vehicles**"); and

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

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

1. **Security Interest in the Shared Vehicles.** As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the "**Co-op Car Agreement**"), the Grantor grants to the Secured Party a security interest (the "**Security Interest**") in all of its present and future right, title and interest in and to the Shared Vehicles.
2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicles, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security



Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicles.

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

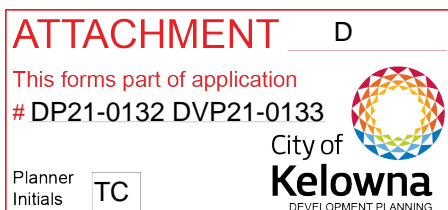


9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.
10. **Term.** The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicles.
11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**MODO CO-OPERATIVE**, by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title:





DP21-0132 / DVP21-0133  
1885 High Road & 810 Glenmore Drive  
Development Permit & Development Variance Permit

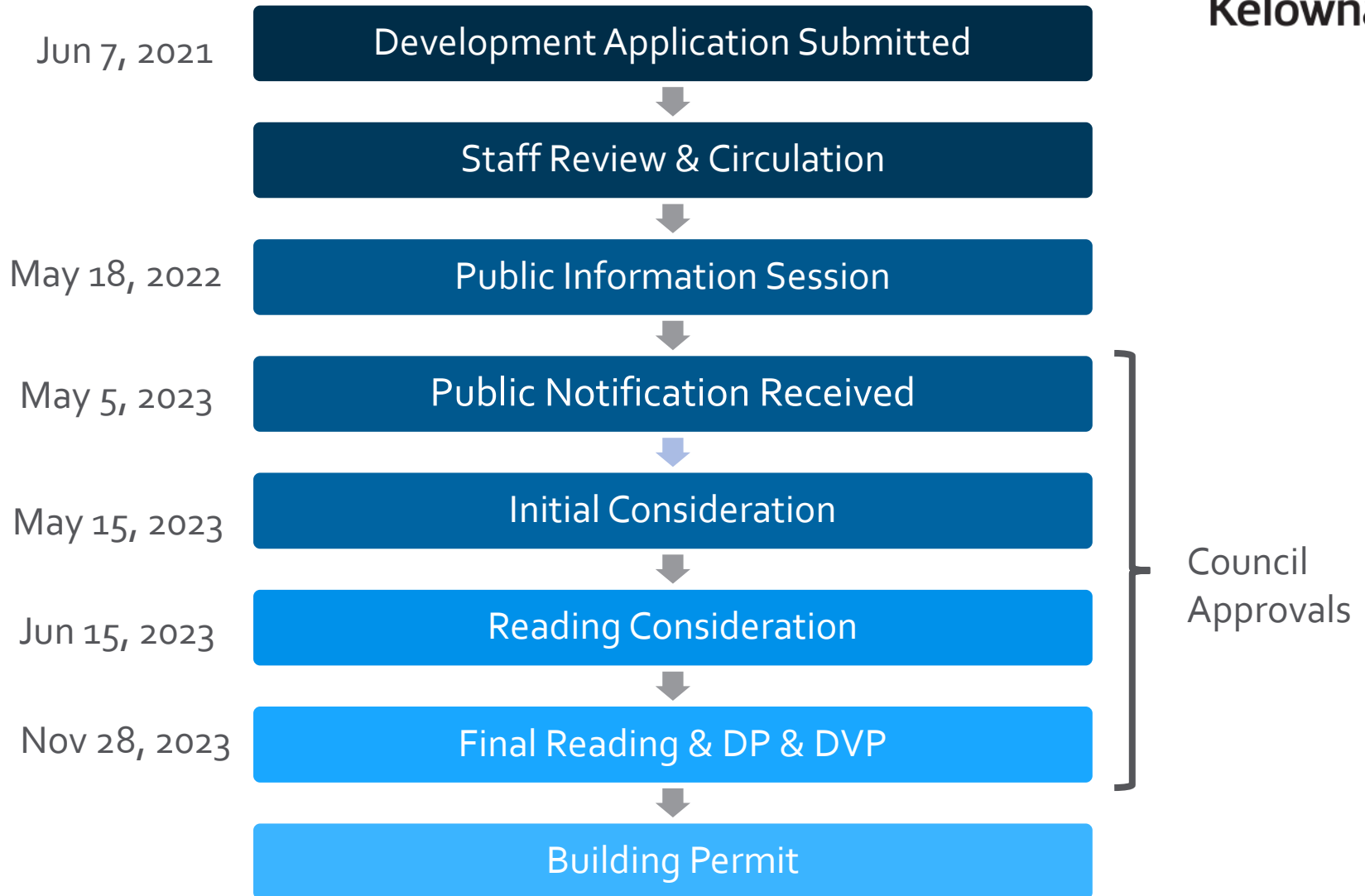


# Purpose

- ▶ To issue a Development Permit for the form and character of an apartment housing and a Development Variance Permit to vary the building setback, minimum growing medium area and the driveway within landscape area regulation.

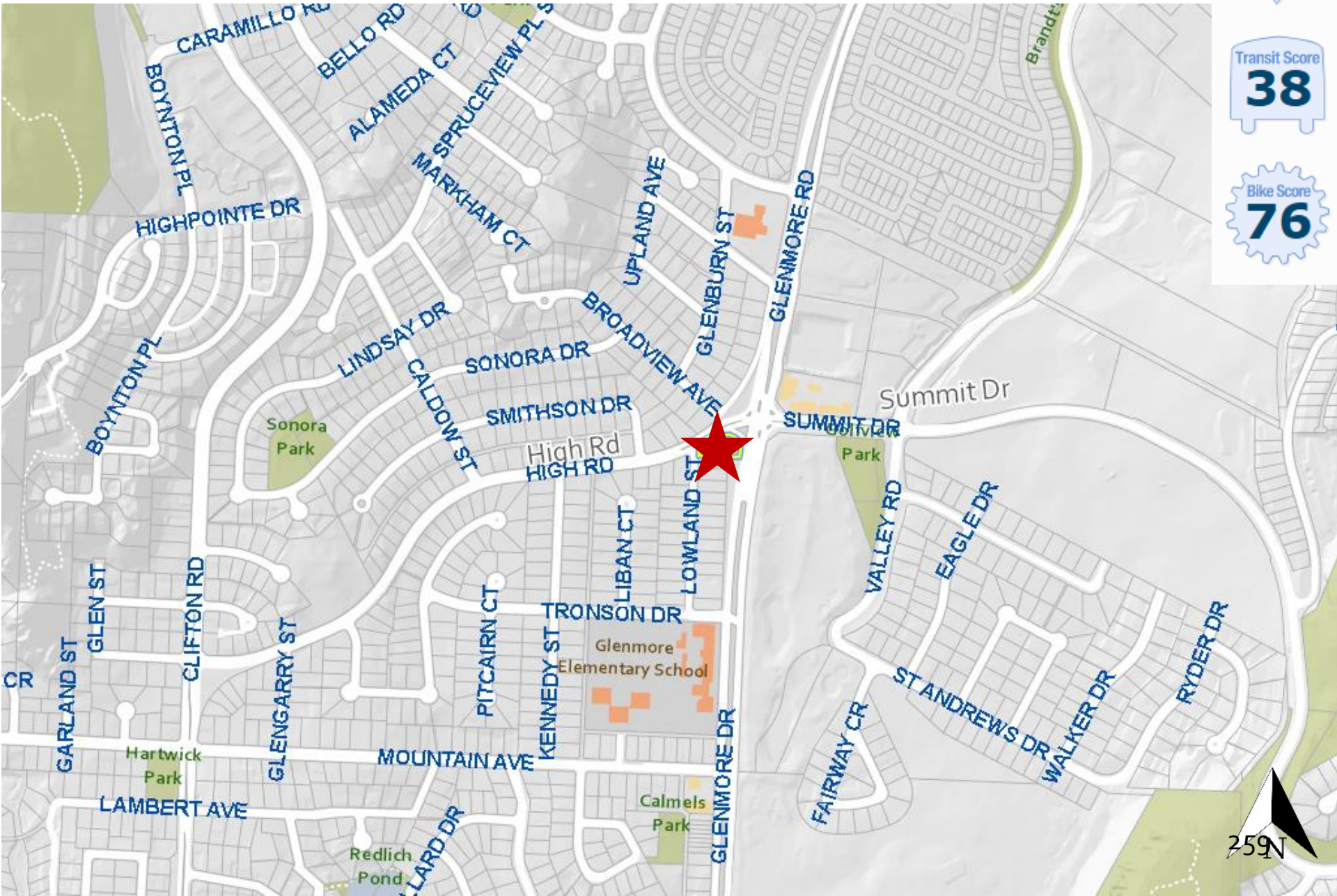


# Development Process





# Context Map





# Transit Stops





# Technical Details

- ▶ Development Permit for a five-storey apartment building.
  - ▶ 50 units in total
    - ▶ 12 studio
    - ▶ 21 1-bedroom
    - ▶ 13 2-bedroom
    - ▶ 4 3-bedroom
  - ▶ 38 parking spaces
    - ▶ 32 residential parking spaces
    - ▶ 6 visitor stalls
    - ▶ 2 Modo Car-share vehicles
  - ▶ 70 long-term bicycle stalls
  - ▶ 18 trees in total (13 large trees)



A 3D diagram of a tetrahedron. The front face is shaded black. The letter 'N' is centered below the tetrahedron.





# Elevation – North & South



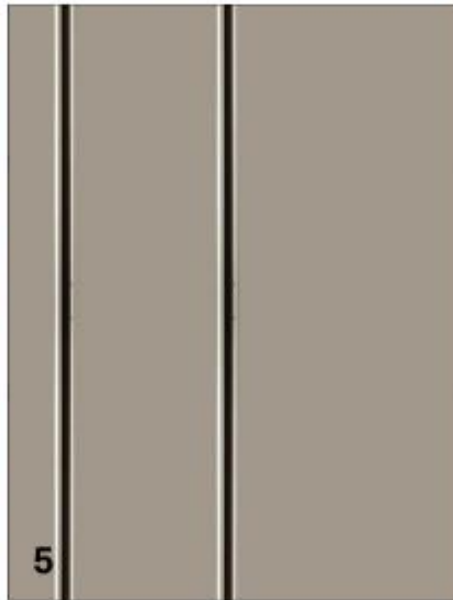
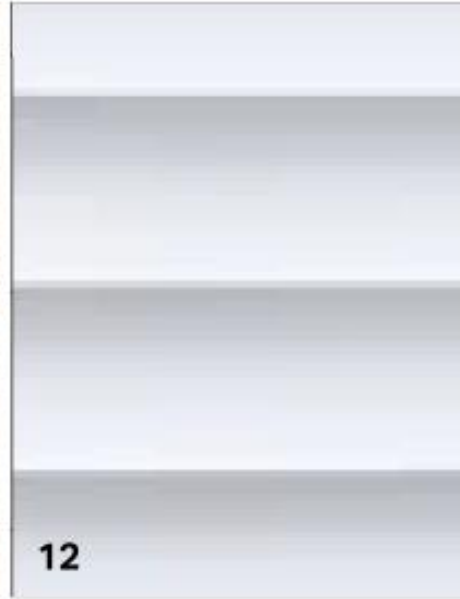


# Elevation – East & West





# Materials Board



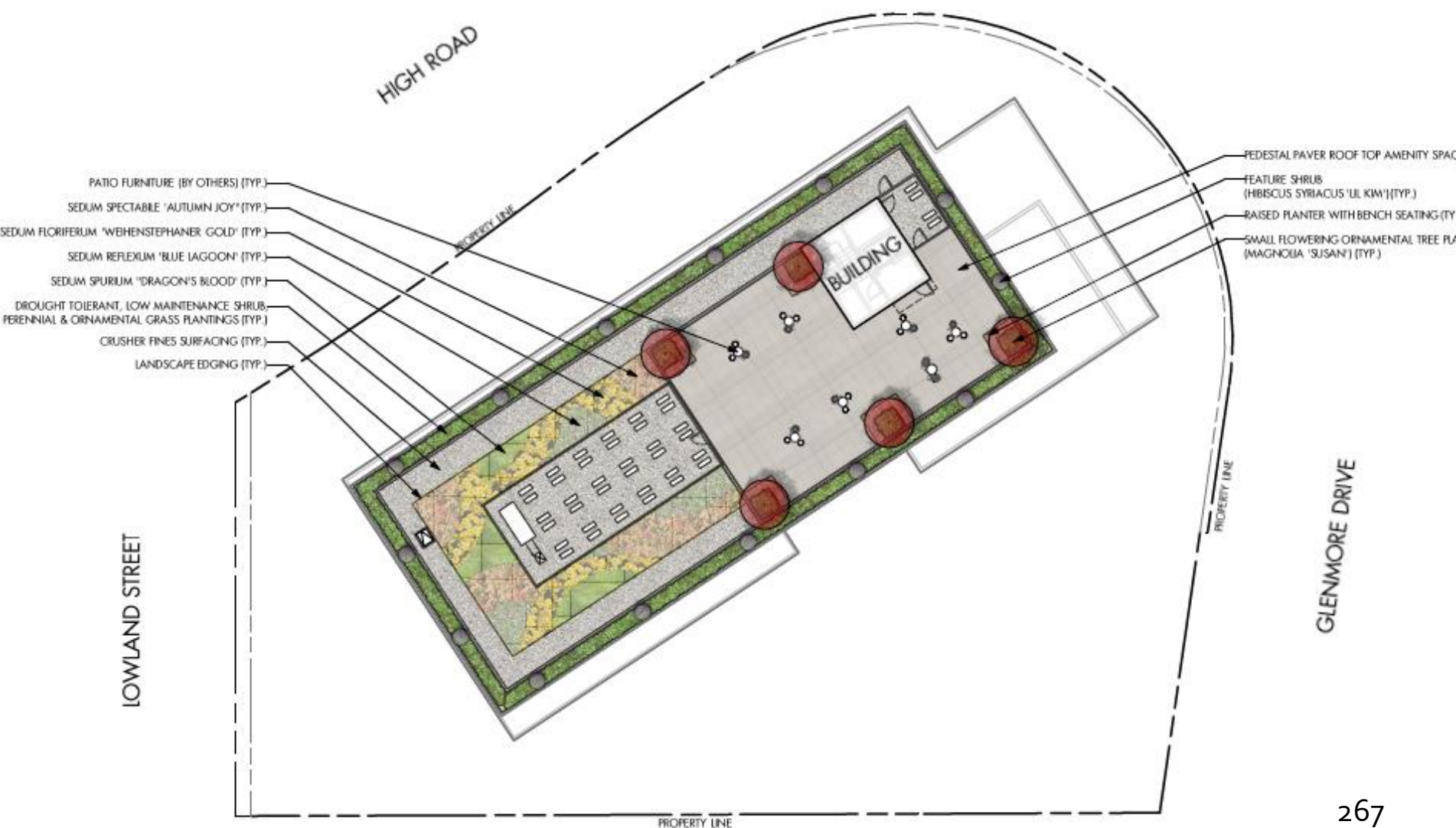


# Landscape Plan





# Landscape Plan – Rooftop Amenity





# Rendering – NE





# Rendering – Rooftop Amenity Level





# Variances

- ▶ The proposal has three variances in total:
  - ▶ The growing medium area;
  - ▶ The driveway within a landscape area
  - ▶ The building stepback



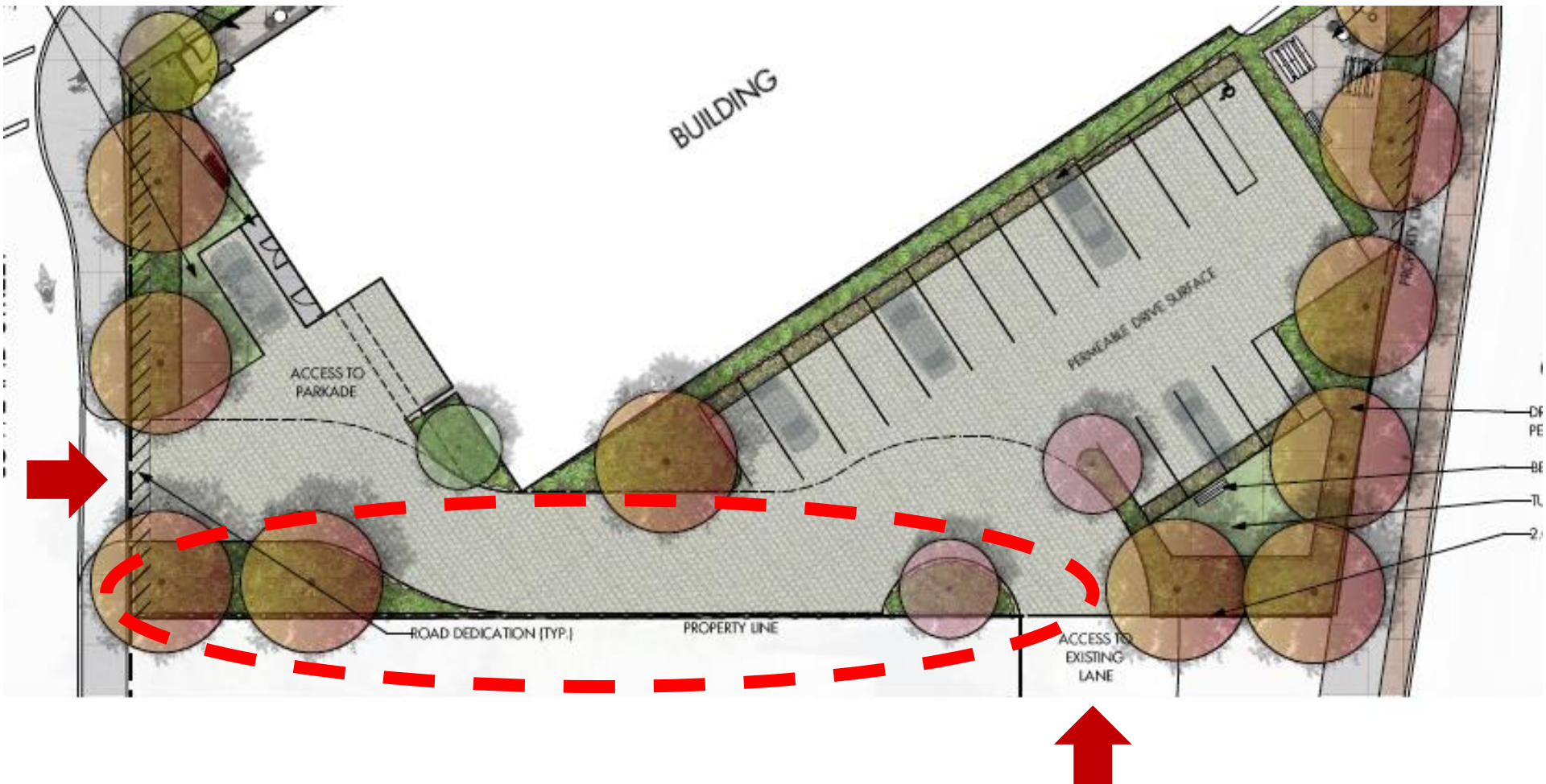
# Growing Medium Area - Variance



- ▶ To vary the minimum **growing medium** area from 75% soil based landscaping permitted to 65% soil based landscaping proposed.
  - ▶ Lateral connected trenches installed;
  - ▶ Soil cells provided under paved area.
  - ▶ No impact to survival of trees



# Drive Aisle- Variance





# Drive Aisle- Building Stepback





# OCP Design Guidelines

- ▶ Providing a lobby and main entrance that are clearly visible from the fronting street;
- ▶ Setting the building back 3.0m to allow a semi-private entrance to individual units at ground-level;
- ▶ Onsite surface parking is located behind the building, away from public view and screened with landscaping;
- ▶ A range of high-quality materials and designs that feature wood textured siding, brick and a mixture of stucco and metal panels;
- ▶ High-quality outdoor amenity space including a landscaped amenity deck on the roof of the building.



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed Development Permit and Development Variance Permit as it:
  - ▶ Aligns with OCP Design Guidelines
  - ▶ Variances are due to the site being constrained and the SRW.
    - ▶ These variances are mitigated through additional landscaping;
    - ▶ Strong form and character

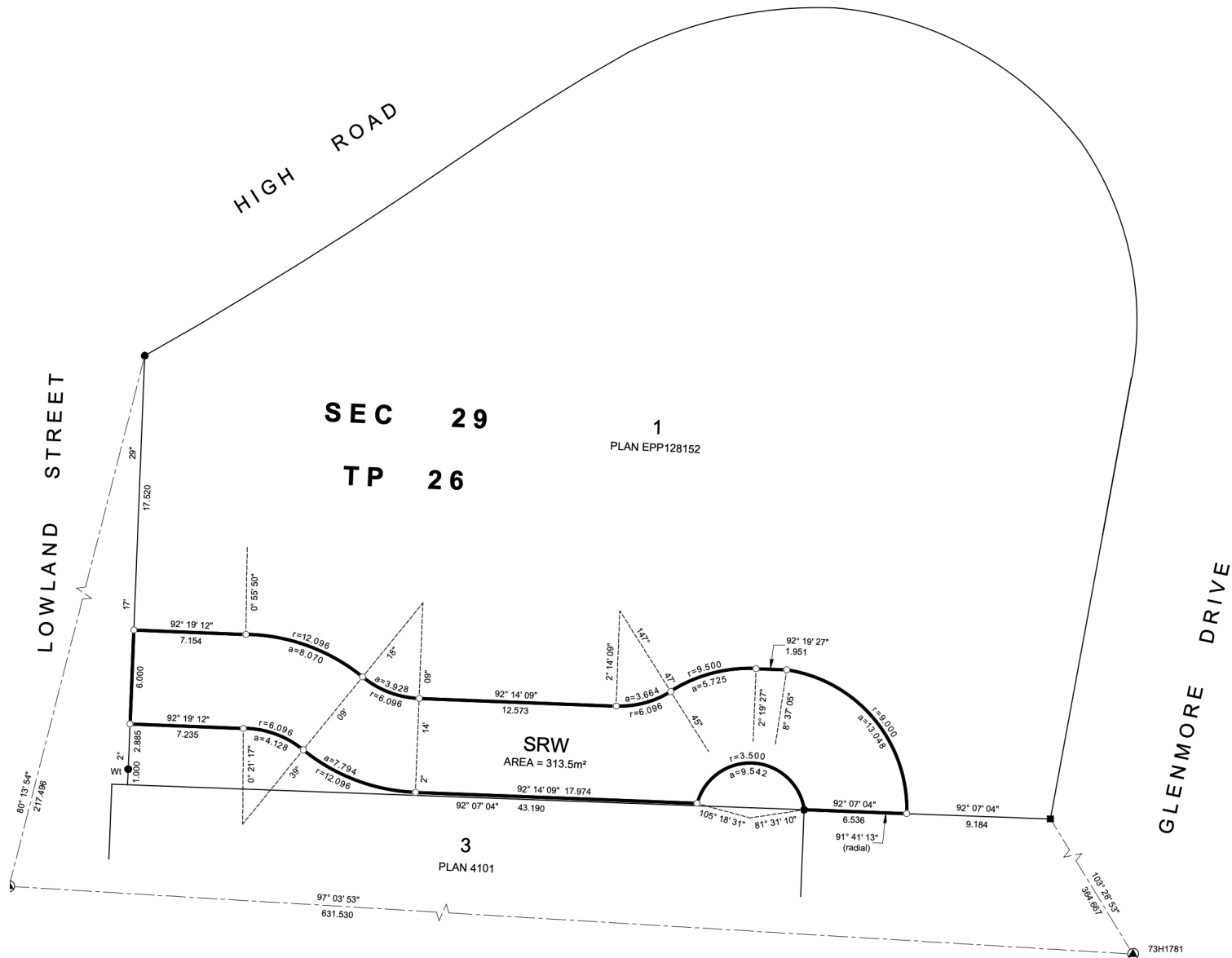


# 1885 HIGH ROAD/810 GLENMORE RENTAL BUILDING





# LOT CONSOLIDATION PLAN





# PUBLIC ENGAGEMENT- SUPPORTIVE





# BUILDING AMENITIES





# 1885 HIGH ROAD/810 GLENMORE RENTAL BUILDING





**CITY OF KELOWNA**  
**BYLAW NO. 12548**  
**Z23-0013**  
**155-179 Rutland Road North**

---

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 A Section 26 Township 26 ODYD Plan EPP117920 Except Plan EPP119750, located on Rutland Road North Kelowna, BC from the UC<sub>4</sub> – Rutland Urban Centre zone to the UC<sub>4r</sub> – Rutland Urban Centre Rental Only zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 24<sup>th</sup> day of July, 2023.

Approved under the Transportation Act this 24<sup>th</sup> day of July, 2023.

Audrie Henry

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(Approving Officer – Ministry of Transportation)

Amended at third reading and adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk



# REPORT TO COUNCIL DEVELOPMENT PERMIT & DEVELOPMENT VARIANCE PERMIT



**Date:** November 28, 2023  
**To:** Council  
**From:** City Manager  
**Address:** 155-179 Rutland Rd N  
**File No.:** DP23-0038 / DVP23-0039  
**Zone:** UC4r – Rutland Urban Centre Rental Only

---

## 1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12548 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP23-0038 and Development Variance Permit No. DVP23-0039 for LOT A SECTION 26 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP117920 EXCEPT PLAN EPP119750, located at 155-179 Rutland Rd 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 and Screening Performance Security deposit in the amount of 125% of the estimated value of the Landscape and Screening Plan, as determined by a Registered Landscape Architect, and the estimated value of the mural on the north elevation;

AND THAT variances to the following sections of Zoning Bylaw No. 12375 be granted as shown on Schedule "A":

Section 14.11, FOOTNOTE <sup>2</sup>: UC4r – Commercial and Urban Centre Zone Development Regulations  
To vary the required minimum side yard for any portion of a building above 16.0 m in height from 4.0 m required to 0.25 m proposed (north side yard).

Section 14.11, FOOTNOTE <sup>2</sup>: UC4r – Commercial and Urban Centre Zone Development Regulations  
To vary the required minimum side yard for any portion of a building above 16.0 m in height from 4.0 m required to 0.13 m proposed (south side yard).

AND THAT the applicant be required to enter into a Car-Share Agreement for a minimum of two years from the date of Building Occupancy as set out in Attachment "C" attached to the Report from the Development Planning Department November 28, 2023;

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

AND FURTHER THAT this Development Permit and Development Variance Permit is valid for two (2) years



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

## **2.0 Purpose**

To issue a Development Permit for the form and character of a mixed-use development and a Development Variance Permit to vary the minimum side yard setbacks (north and south) for any portion of building above 16.0m in height from 4.0 m required to 0.25 m (north) and 0.13 m (south) proposed.

## **3.0 Development Planning**

Development Planning Staff are supportive of the Development Permit and associated variances. The proposal generally conforms with the objectives and supporting policies of the Official Community Plan (OCP), as well as key Form and Character Development Permit Design Guidelines which includes:

- Break up the perceived mass of large buildings by incorporating visual breaks in facades, which includes stepping back setbacks along the front (street-facing) façade to create a series of intervals;
- Incorporating a range of architectural features and details into building facades to create visual interest, and breaking up the building with an integrated, consistent range of materials and colours that provide variety; and
- Provide a continuous active and transparent retail frontage at grade to provide a visual connection between the public and private realm.

The building is six storeys, with one level of underground parking. It proposes 114 rental residential units, as well as six at-grade commercial units fronting directly onto Rutland Road North, which help create a friendly pedestrian scale. To satisfy amenity space requirements, each residential unit has a balcony and there is an indoor common amenity room on the second floor along with an outdoor rooftop amenity area.

### Variances

The variance requested to facilitate this development is to the side yard building setbacks for portions of building above 16.0 m in height. Specifically, this variance applies to portions of the building on the north and south property lines above 16.0 m in height. Rather than incorporating a stepback on portions of the building on those elevations to meet a 4.0 m setback requirement, the applicant has tried to mitigate the effect of the variances through a mural on the north elevation and concrete block animated with paint on the south elevation. Performance security will be required to ensure the mural on the north elevation is completed, as detailed in Schedule "C".

Meeting the Zoning Bylaw regulation would require a more complex construction method which makes their project more expensive and provides less floor space and units. While the setback would have made the building more sensitive and better integrate with neighbouring lower profile buildings, Development Planning is still supportive of the overall project and of achieving a major rental building in the Rutland Urban Centre.



#### 4.0 Subject Property & Background

**Subject Property Map:** 155-179 Rutland Rd N



The subject property is located on the east side of Rutland Road N to the north of Hwy 33 East (directly north of the Starbucks). The site is designated as UC – Urban Centre as it is within the Rutland Urban Centre. The project site is located within walking distance of the Shepherd Road transit exchange and near multiple bus stops situated on both Rutland Road and Hwy 33 East and the property fronts Rutland Road North in an area where it is designated as a Retail Street within the 2040 Official Community Plan. The Walk Score is 88, indicating it is very walkable and that most errands can be accomplished on foot.

#### 4.1 Background

Council authorized a Development Permit and Development Variance Permit for an eight-storey mixed-used building on May 31, 2022. The proposal for the property has changed and this is considered a new application.

#### 5.0 Zoning Bylaw Regulations Summary

AREA & UNIT STATISTICS	
Gross Lot Area	2,844.94 m <sup>2</sup>
Road Dedication	55.31 m <sup>2</sup>
Undevelopable Area (Road Reserve)	110.62 m <sup>2</sup>
Net Site Area	2679.01 m <sup>2</sup>
<b>Total Number of Units</b>	<b>114</b>
Bachelor	40
1-bed	35
2-bed	29
3-bed	10
Net Commercial Floor Area	685 m <sup>2</sup>



DEVELOPMENT REGULATIONS		
CRITERIA	UC4r ZONE	PROPOSAL
<b>Total Maximum Floor Area Ratio</b>	<b>2.35</b>	<b>2.35</b>
Base FAR	1.8	1.8
Bonus FAR (rental)	0.3	0.3
Bonus FAR (underground parking)	0.25	0.25
Max. Site Coverage (buildings)	100 %	74 %
Max. Site Coverage (buildings, parking, driveways)	100 %	97 %
<b>Max. Height</b>	<b>22.0 m / 6 storeys</b>	<b>22.0 m / 6 storeys</b>
Base Height	22.0 m / 6 storeys	22.0 m / 6 storeys
Bonus Height	n/a	n/a
<b>Setbacks</b>		
Min. Front Yard (west)	2.0 m	2.0 m
Min. Side Yard (north)	0.0 m	0.11 m
Min. Side Yard (south)	0.0 m	0.09 m
Min. Rear Yard (east)	0.0 m	7.93 m
<b>Upper Floor Setbacks (above 16.0m in height)</b>		
Min. Front Yard (west)	3.0 m	5.86 m
Min. Side Yard (north)	4.0 m	0.25 m <sup>①</sup>
Min. Side Yard (south)	4.0 m	0.13 m <sup>②</sup>
Min. Rear Yard (east)	4.0 m	6.22 m
<b>Commercial Frontage</b>		
Min. Commercial Frontage (Retail Street)	90 %	91 %
<b>Amenity Space</b>		
<b>Total Required Amenity Space</b>	<b>1, 175 m<sup>2</sup></b>	<b>1,800.1 m<sup>2</sup></b>
Common	456 m <sup>2</sup>	456.1 m <sup>2</sup>
Private	1, 175 m <sup>2</sup>	1,344 m <sup>2</sup>
<sup>①</sup> Indicates a requested variance to minimum Upper Floor Setback (above 16.0 m in height) for the north side yard <sup>②</sup> Indicates a requested variance to minimum Upper Floor Setback (above 16.0 m in height) for the south side yard		

PARKING REGULATIONS		
CRITERIA	UC4r ZONE REQUIREMENTS	PROPOSAL
<b>Total Required Vehicle Parking</b>	<b>85 stalls</b>	<b>78 stalls*</b>
Residential	103 stalls	103 stalls
Commercial	9 stalls (shared with visitor stalls)	9 stalls (shared with visitor stalls)
Visitor	16 stalls	16 stalls
"r" Subzone Reduction	- 24 stalls	- 24 stalls
Other Reduction	-5 stalls for Long Term Bicycle Bonus	-5 stalls for Long Term Bicycle Bonus
Other Reduction	-5 stalls for Car Share Bonus	-5 stalls for Car Share Bonus
Ratio of Regular to Small Stalls	Min. 50% Regular Max. 50% Small	Min. 50% Regular Max. 50% Small
Min. Loading Stalls	0 stalls	1 stall
Bicycle Stalls Short-Term	12 stalls	12 stalls
Bicycle Stalls Long-Term	157 residential stalls + 3 commercial stalls	157 residential stalls + 3 commercial stalls
Bonus Stalls Provided for Parking Reduction	Yes	Yes



End of Trip Facilities	n/a	n/a
Bike Wash & Repair	Required	Provided
<b>* Payment in Lieu of Parking is being provided for seven (7) parking stalls at a total amount of \$75,348</b>		

## 6.o Application Chronology

Application Accepted: February 27, 2023  
 Neighbourhood Notification Summary Received: May 22, 2023  
 Rezoning Initial Consideration: July 10, 2023  
 Rezoning 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Readings: July 24, 2023

**Report prepared by:** Kimberly Brunet, Planner II  
**Reviewed by:** Lydia Korolchuk, Acting Urban Planning Supervisor  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

### Attachments:

Attachment A: Draft Development Permit and Development Variance Permit DP23-0038 and DVP23-0039  
     Schedule A: Site Plan & Floor Plans  
     Schedule B: Elevations, Materials Board & Sections  
     Schedule C: Landscape and Screening Plan  
 Attachment B: OCP Form and Character Development Permit Guidelines  
 Attachment C: Car-Share Agreement  
 Attachment D: Shadow Study

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments).





# Development Permit & Development Variance Permit

DP23-0038 DVP23-0039

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

**155-179 Rutland Road North**

and legally known as

**LOT A SECTION 26 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP117920 EXCEPT PLAN EPP119750**

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

**Mixed Use (Rental Apartment Housing and Commercial)**

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

**Date of Council Approval:** November 21, 2023

Development Permit Area: Form and Character

Existing Zone: UC4r – Rutland Urban Centre Rental Only

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: ASI CENTRAL GP INC., INC.NO. A0117887

Applicant: Arlington Street Investments Inc.

Jocelyn Black  
Urban Planning 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. DP23-0038 and Development Variance Permit No. DVP23-0039 for LOT A SECTION 26 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP117920 EXCEPT PLAN EPP119750 located at 155-179 Rutland Road North, Kelowna, BC, subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- Landscaping to be provided on the land be in accordance with Schedule "C";
- The applicant be required to post with the City a Landscape and Screening Performance Security deposit in the amount of 125% of the estimated value of the Landscape and Screening Plan, as determined by a Registered Landscape Architect and the estimated value of the mural on the north elevation;

AND THAT variances to the following sections of Zoning Bylaw No. 12375 be granted:

Section 14.11, Footnote 2: Commercial and Urban Centre Zone Development Regulations

To vary the required minimum side yard for any portion of a building above 16.0 m in height from 4.0 m required to 0.25 m proposed (north side yard).

Section 14.11, Footnote 2: Commercial and Urban Centre Zone Development Regulations

To vary the required minimum side yard for any portion of a building above 16.0 m in height from 4.0 m required to 0.13 m proposed (south side yard).

AND THAT the applicant be required to enter into a Car-Share Agreement for a minimum of two years from the date of Building Occupancy as set out in Attachment "C" attached to the Report from the Development Planning Department November 21, 2023;

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

## 3. PERFORMANCE SECURITY

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

- An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$209,937.50**

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



#### 4. PARKING CASH-IN-LIEU BYLAW

Parking Cash-in-Lieu in the amount of \$75,348 required for seven (7) stalls as part of the proposed development within the Rutland Urban Centre

#### 5. INDEMNIFICATION

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

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

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

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



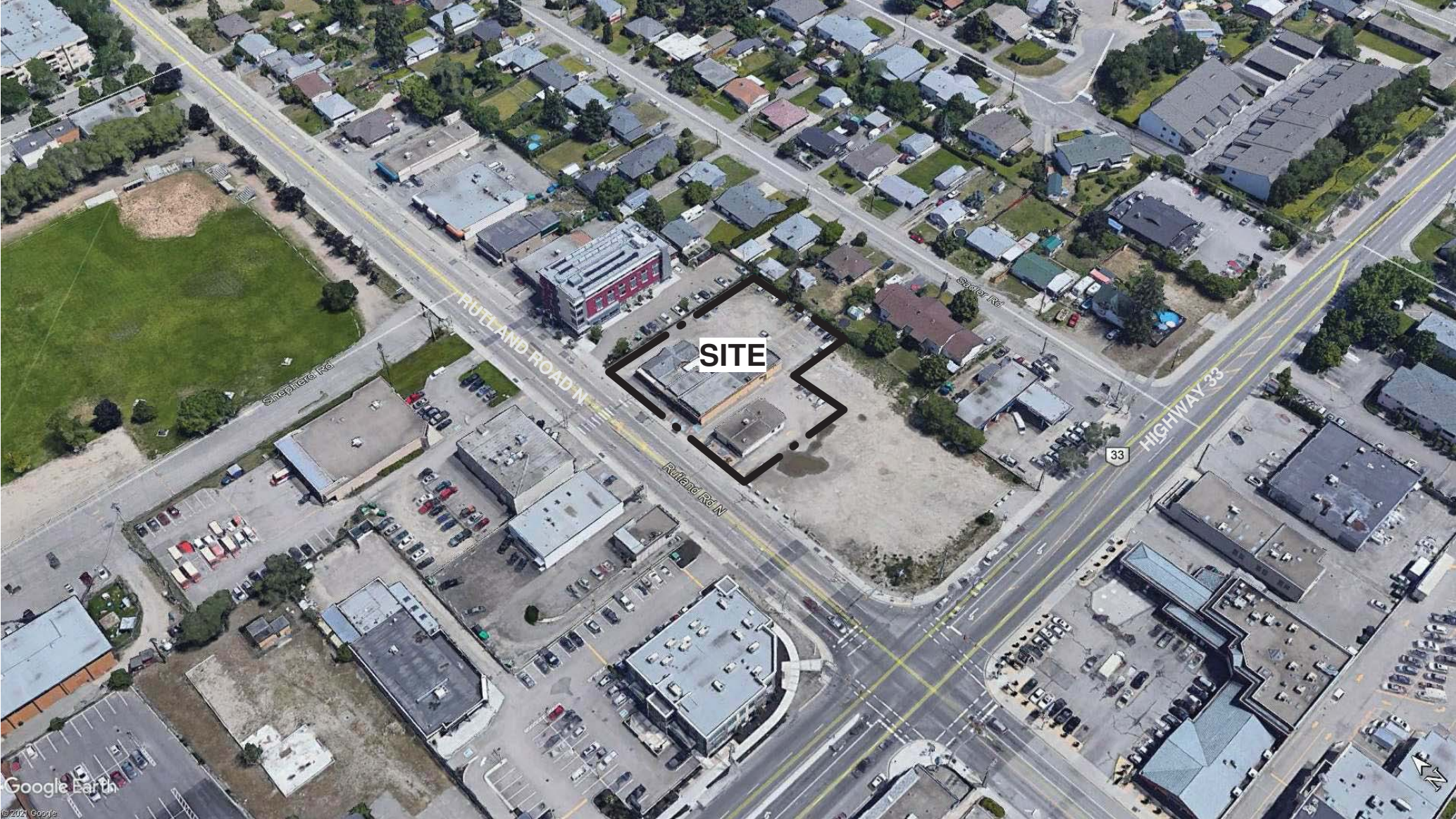
MIXED USE COMMERCIAL AND RENTAL  
RESIDENTIAL DEVELOPMENT

155-179 Rutland Road, Kelowna, B.C.



ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN  
(formerly Besharat Friars Architects)

600 - 355 Burrard Street  
Vancouver, BC V6C 2G8



ARCHITECTURAL DRAWING LIST	
DWG #	DRAWING TITLE
A000	COVER SHEET
A002	PROJECT STATISTICS
A003	BCBC 2018 CODE SUMMARY
A004	PROJECT STATISTICS
A005	CONTEXT
A006	AERIAL VIEW & ZONING MAP
A007	AERIAL VIEW
A008	3D PERSPECTIVES
A009	3D PERSPECTIVES
A010	3D PERSPECTIVES
A011	3D PERSPECTIVES
A202	P1 LEVEL PLAN
A203	LEVEL 1 FLOOR PLAN
A204	LEVEL 2 FLOOR PLAN
A205	LEVEL 3,4,6 FLOOR PLAN
A206	LEVEL 5 FLOOR PLAN
A207	ROOF PLAN & UPPER ROOF PLAN
A231	TYPICAL UNIT PLANS
A232	TYPICAL UNIT PLANS
A400	ELEVATION MATERIAL LEGEND
A401	NORTH ELEVATION
A402	EAST ELEVATION
A403	SOUTH ELEVATION
A404	WEST ELEVATION
A405	3D VIEWS WITH MATERIAL LEGEND
A406	3D VIEWS WITH MATERIAL LEGEND
A500	SECTION A-A
A501	SECTION B-B
A502	SECTION C-C
A504	PARTIAL SECTIONS
O001	AREA OVERLAY - LEVEL 1
O002	AREA OVERLAY - LEVEL 2
O003	AREA OVERLAY - LEVEL 3-6
O004	AREA OVERLAY - ROOF LEVEL
O005	AREA CALCULATION & UNIT TYPOLOGY
SA01	SHADOW ANALYSIS
SA02	SHADOW ANALYSIS
X001	BUILDING SIGNAGE
X003	MISCELLANEOUS ZONING CALCULATIONS

REISSUED FOR REZONING & DEVELOPMENT PERMIT  
22 FEBRUARY 2023

SCHEDULE

A

This forms part of application  
# DP23-0038 DVP23-0039

Planner Initials KB

City of Kelowna  
DEVELOPMENT PLANNING



PROJECT / CONSULTANT TEAM												
CLIENT	ARCHITECT	INTERIOR DESIGN	LANDSCAPE ARCHITECT	LAND SURVEYOR	CODE CONSULTANT	STRUCTURAL ENGINEERING	MECHANICAL ENGINEERING	ELECTRICAL ENGINEERING	GEOTECHNICAL ENGINEER	CIVIL ENGINEERING	ENERGY MODELING/ ENVELOPE	TRANSPORTATION ENGINEER
ASI CENTRAL LP #400 - 1550 5 ST. SW CALGARY, AB T2R 1K3  TEL: 403.816.5680 604.841.8100	BFA STUDIO ARCHITECTS #600 - 355 BURRARD ST. VANCOUVER, BC V6C 2G8  TEL: 604.662.8544	PORTICO DESIGN GROUP #300 - 1508 WEST 2ND AVE. VANCOUVER, BC V6J 1H2  TEL: 604.662.8544	ECORA ENGINEERING & RESOURCE GROUP 200 -2045 ENTERPRISE WAY KELOWNA, BC V1Y 9T5  TEL:250.469.9757	RUNNALS DENBY 269A LAWRENCE AVENUE KELOWNA, B.C. V1Y 6L2  TEL: 250.763.7322	PONTEM GROUP SUITE 309-63W 6TH AVE, VANCOUVER, BC V5Y 1K2  T: 604-800-9822 F: 604-757-9679	GLOTMAN SIMPSON 1661 WEST 5TH AVENUE, VANCOUVER, BC V6J 1N5  TEL: 604.734.8822	REINBOLD ENGINEERING GROUP 301, 1664 RICHTER STREET, KELOWNA V1Y 8N3  TEL: 250.763.1049	FALCON ENGINEERING LTD. #210-1715 DICKSON AVE. KELOWNA, BC V1Y 9G6  TEL: 250.470.8443	THURBER ENGINEERING #900 - 1281 WEST GEORGIA ST. VANCOUVER, BC V6E 3J7  TEL: 604.684.4384	ALPINE CONSULTANTS 1998 VERNON STREET, LUMBY BC V0E 2G0  TEL: 250.870.6261	ENTUITIVE 1075 W GEORGIA, SUITE 1510, VANCOUVER BC V6E 3C9  TEL: 403.604.1252	BUNT & ASSOCIATES SUITE 113, 334 11 AVENUE SE, CALGARY, AB T2G 0Y2  TEL: 587 349 7571



PROJECT INFORMATION / ZONING DATA										NOTES/ ZONING BY LAW REFERENCE
PROJECT DESCRIPTION / USE	6 STOREY, 114 RESIDENTIAL UNITS WITH COMMERCIAL SPACE ON MAIN LEVEL, INCLUDING ONE LEVEL OF UNDERGROUND PARKING									
LEGAL DESCRIPTION	LOT A SECTION 26 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT, PLAN EPP117920									
CIVIC ADDRESS PRESENT	155-179 RUTLAND ROAD NORTH, KELOWNA, BC									
CIVIC ADDRESS FUTURE	TBD									
PID	031-614-507									
TOTAL LOT AREA	30,620	SF	2,844.7	SM	ADJACENT ZONE		ADJACENT STREET CHARACTER			
LOT SIZE (APPROXIMATE FRONTAGE)/ ADJACENT LAND USES/ STREET CHARACTER	NORTH		192.62	58.7	UC4 - RUTLAND URBAN CENTRE					
	EAST		180.62	55.1	UC4 - RUTLAND URBAN CENTRE					
	SOUTH		193.00	58.8	UC4 - RUTLAND URBAN CENTRE					
	WEST / RUTLAND RD N		181.46	55.3	UC4 - RUTLAND URBAN CENTRE		RETAIL STREET		REFER TO OCP MAP 4.8	
OCP / AREA DESIGN GUIDELINES	KELOWNA 2040 OFFICIAL COMMUNITY PLAN									
ZONING & DEVELOPMENT PERMIT	UC4r - RUTLAND URBAN CENTRE (RENTAL ONLY)									
	ZONE REQUIREMENT				PROPOSAL				NOTES/ ZONING BY LAW REFERENCE	
DENSITY/ FLOOR AREA RATIO (FAR)	BASE DENSITY FAR 1.80	FAR	SF	SM	FAR		SF	SM	SECTION 14.14, FOOTNOTE 12	
	UNDERGROUND PARKING BASE FAR ADJUSTMENT 0.25	2.35	71,957	6685	2.35		71,935	6683		
	RENTAL/AFFORDABLE HOUSING BONUS 0.30									
TOTAL RESIDENTAIL UNITS					114				REFER TO O003 FOR DETAIL	
					BACHELOR DWELLING UNIT (STUDIO)		40			
					1 -BEDROOM DWELLING UNIT (1-B)		35			
					2-BEDROOM DWELLING UNIT (2-B)		29			
					3-BEDROOM DWELLING UNIT (3-B)		10			
GROSS FLOOR AREA							90,966	8,451		
SITE COVERAGE OF BUILDING	100%				74%				SECTION 14.11, FOOTNOTES 9 & 13	
SITE COVERAGE OF BULDING & IMPERMEABLE SURFACES	100%				97%					
FINISHED GRADE					1369.0	FT	417.27	M	REFER TO OCP MAP 4.7	
BUILDING HEIGHT (TO ROOF PARAPET)	72.18	FT	22.0	M	72.2	FT	22.0	M	SECTION 14.14	
NUMBER OF STOREY	6				6				REFER TO OCP MAP 4.7	
BUILDING SETBACK BELOW 16M HEIGHT										
NORTH (SIDE YARD)	0.00	FT	0.0	M	0.38	FT	0.11	M	SECTION 14.11	
EAST (REAR YARD LOWER)	0.00	FT	0.0	M	0.25	FT	0.08	M		
EAST (REAR YARD UPPER)	0.00	FT	0.0	M	26.02	FT	7.93	M		
SOUTH (SIDE YARD LOWER)	0.00	FT	0.0	M	0.29	FT	0.09	M		
SOUTH (SIDE YARD UPPER)	0.00	FT	0.0	M	4.35	FT	1.33	M		
WEST / RUTLAND RD N (FRONT YARD)	9.84	FT	3.0	M	9.86	FT	3.01	M		
BUILDING SETBACK ABOVE 16M HEIGHT										
NORTH (SIDE YARD)	13.12	FT	4.0	M	0.83	FT	0.25	M	SECTION 14.11, FOOTNOTE 2 (PROPOSED VARIANCE)	
EAST (REAR YARD LOWER)	13.12	FT	4.0	M	20.42	FT	6.22	M		
EAST (REAR YARD UPPER)	13.12	FT	4.0	M	26.02	FT	7.93	M		
SOUTH (SIDE YARD LOWER)	13.12	FT	4.0	M	0.42	FT	0.13	M		
SOUTH (SIDE YARD UPPER)	13.12	FT	4.0	M	9.77	FT	2.98	M		
WEST / RUTLAND RD N (FRONT YARD)	9.84	FT	3.0	M	19.21	FT	5.86	M		
AMENITY SPACE										
TOTAL COMMON AMENITY AREA	SF	SM			SF		SM		SECTION 14.11, FOOTNOTE 11	
TOTAL PRIVATE AMENITY AREA	4908.3	456			4909.00		456.1			
TOTAL PRIVATE AMENITY AREA	14466.7	1,344			14467.00		1,344.0			
COMMERCIAL STREET FRONTAGE	90%				91%				SECTION 14.11	
MAX. PARKADE EXPOSURE	25%				0%				SECTION 14.11	
COMMERCIAL GROSS FLOOR AREA					7376	SF	685	SM		
GARBAGE / RECYCLING / STORAGE					573	SF	53	SM	RESI. & COMM. COMBINED	

NOTES:

1. ALL AREAS AND CALCULATIONS ARE APPROXIMATE. & MAY BE ADJUSTED DURING WORKING DRAWINGS

2. VALUES LISTED IN ABOVE AREA CALCULATIONS ARE DETERMINED IN GENERAL ACCORDANCE WITH THE METHODOLOGY REQUIRED IN CITY OF KELOWNA BYLAWS

3. VALUES LISTED IN BUILDING CODE DATA SHEET ARE DETERMINED IN ACCORDANCE WITH THE METHODOLOGY REQUIRED IN BCBC

4. ALL HEIGHT AND AVERAGE GRADE INFORMATION IS PROVIDED AS GEODETIC VALUES



OFF STREET PARKING SUMMARY						
TYPE	BYLAW REQUIREMENT (Section 8)	RATE / RATIO	NO. OF UNITS / AREA (SM)	ZONE REQUIREMENT	PROPOSAL	NOTES/ ZONING BYLAW REFERENCE
RESIDENTIAL						
BACHELOR DWELLING UNIT (STUDIO)	MIN 0.8 SPACES & MAX 1.25 SPACES PER UNIT	0.8	40	32	65	MINIMUM REQUIRED RATE USED FOR CALCULATIONS
1-BEDROOM DWELLING UNIT (1-B)	MIN 0.9 SPACES & MAX 1.25 SPACES PER UNIT	0.9	35	32		SECTION 8.3, TABLE 8.3.1
2-BEDROOM DWELLING UNIT (2-B)	MIN 1 SPACES & MAX 1.5 SPACES PER UNIT	1	29	29		
3-BEDROOM DWELLING UNIT (3-B)	MIN 1 SPACES & MAX 1.5 SPACES PER UNIT	1	10	10		
TOTAL (BEFORE REDUCTION)			114	103		
RENTAL REDUCTION	20% REDUCTION	20%		-21		SECTION 8.2.11 (a)
CAR SHARE REDUCTION	5 STALL REDUCTION FOR 1 CAR SHARE STALL (MAX 20%)	1 PROVIDED		-5		LEVEL 1 STALL NO. 6, REFER TO SECTION 8.2.11 (b)
BONUS BIKE PARKING REDUCTION	20% REDUCTION, MAX. 5 PARKING SPACES			-5		SECTION 8.5.8
TOTAL (AFTER REDUCTION)				72	65	PROPOSED VARIANCE
RESIDENTIAL VISITOR						
VISITOR STALLS	MIN 0.14 SPACES & MAX 0.2 SPACES PER UNIT	0.14	114	16	4	SECTION 8.3, TABLE 8.3.1
RENTAL REDUCTION	20% REDUCTION	20%		-3		SECTION 8.2.11 (a)
SHARED PARKING	SHARED BETWEEN COMMERCIAL & RESI. VISITORS	9 SHARED STALLS		-9		SECTION 8.2.16 (a)
TOTAL (AFTER REDUCTION)				4		
COMMERCIAL						
COMMERCIAL USES IN THE UC4 ZONE	MIN 1.3 SPACES & MAX 4.5 SPACES PER 100 M² GFA	1.3	685	9	9	SECTION 8.3, TABLE 8.3.2
NOTE: PARKING SPACES REQUIRED FOR COMMERCIAL RELATED LAND USES CAN BE SHARED WITH THE RESIDENTIAL VISITOR PARKING.						SECTION 8.2.16 (a)
GRAND TOTAL (RESIDENTIAL AND COMMERCIAL)				85	78	
CAR SHARE						
					1	LEVEL 1 STALL NO. 6, REFER TO SECTION 8.2.11 (b)
GRAND TOTAL (RESIDENTIAL, COMMERCIAL & CAR SHARE)					79	
STALL TYPE						
RESIDENTIAL						
STANDARD					25	
SMALL					39	
ACCESSIBLE					0	
VAN-ACCESSIBLE					1	
RESIDENTIAL VISITOR						
STANDARD					3	
SMALL					0	
ACCESSIBLE					0	
VAN-ACCESSIBLE					1	MIN 1 ACCESSIBLE PARKING REQUIRED FOR VISITOR
COMMERCIAL						
STANDARD					8	
SMALL					0	
ACCESSIBLE					1	
VAN-ACCESSIBLE					0	
CAR SHARE						
STANDARD					1	LEVEL 1 STALL NO. 6, REFER TO SECTION 8.2.11 (b)
GRAND TOTAL					79	INCLUDING RESIDENTIAL, COMMERCIAL & CAR SHARE STALLS
RATIO OF SMALL PARKING STALLS						
MAXIMUM PARKING SPACES 50%		50%		39	39	
TOTAL ACCESSIBLE STALLS		3 FOR 69 – 100 PARKING SPACES		3	3	THE NO. OF VAN-ACCESSIBLE PARKING SPACES IS INCLUDED IN THE MINIMUM REQUIRED ACCESSIBLE PARKING SPACES, SECTION 8.2.17
TOTAL VAN-ACCESSIBLE STALLS		1 FOR 69– 100 PARKING SPACES		1	2	
NOTE: 5 DESIGNATED ELECTRICAL VEHICLE STALLS ARE PROVIDED ON SITE & P1						
OFF STREET LOADING SUMMARY						
ALL COMMERCIAL USES	1 PER 1,900 M² GFA	1	685	0	1	ANY FRACTION LESS THAN 0.5 ROUNDS DOWN TO THE NEAREST WHOLE INTEGER (INCLUDING ZERO)
OFF STREET BICYCLE PARKING						
RESIDENTIAL						
REQUIRED BONUS LONG TERM (SECURED)						
BACHELOR SUITE	1 .25 SPACE PER UNIT	1.25	40	50		
1 BEDROOM	1 .25 SPACE PER UNIT	1.25	35	44		
2 BEDROOM	1.5 SPACE PER UNIT	1.5	29	44		
3 BEDROOM	2 SPACE PER UNIT	2	10	20		
TOTAL				157	157	PROVIDED ON LEVEL 1 & P1
REQUIRED SHORT TERM						
6 PER ENTRANCE				6	6	SECTION 8.5 TABLE 8.5
COMMERCIAL						
REQUIRED BONUS LONG TERM (SECURED)						
ALL COMMERCIAL USES	0.4 SPACES PER 100 M² OF GFA		685	3	3	PROVIDED ON LEVEL 1
REQUIRED SHORT TERM						
2 PER ENTRANCE		2 PER CRU	6 CRU	12	12	SECTION 8.5 TABLE 8.5
NOTES:	1. ALL AREAS AND CALCULATIONS ARE APPROXIMATE. & MAY BE ADJUSTED DURING WORKING DRAWINGS					
	2. VALUES LISTED IN ABOVE AREA CALCULATIONS ARE DETERMINED IN GENERAL ACCORDANCE WITH THE METHODOLOGY REQUIRED IN CITY OF KELOWNA ZONING BYLAW NO. 12375					

<div><div><div><div><div><div></div><div>bfc</div></div><div>studio</div><div>architects</div></div><div><div><div><div><div></div><div>600 - 355 Burrard Street</div><div>Vancouver, BC V6C 2G8</div><div>www.besharatfratrs.com</div></div><div><div><div><div><div></div><div>T 604 662 8544</div><div>F 604 662 4060</div><div>info@besharatfratrs.com</div></div></div></div></div></div></div></div></div></div></div>											
<div><div>ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN</div></div>											
<div><div>REVISIONS</div><table><thead><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr></thead><tbody><tr><td>1</td><td>ISSUED FOR REZONING &amp; DP</td><td>2022-11-21</td></tr><tr><td>2</td><td>REISSUED FOR REZONING &amp; DP</td><td>2023-02-21</td></tr></tbody></table></div>			NO.	DESCRIPTION	DATE	1	ISSUED FOR REZONING & DP	2022-11-21	2	REISSUED FOR REZONING & DP	2023-02-21
NO.	DESCRIPTION	DATE									
1	ISSUED FOR REZONING & DP	2022-11-21									
2	REISSUED FOR REZONING & DP	2023-02-21									
<div><div>COPYRIGHT RESERVED</div><div>THIS PLAN AND DESIGN ARE AND WILL REMAIN THE EXCLUSIVE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. NOTATED DIMENSIONS SHALL HAVE PRECEDENCE OVER UNNOTATED DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE DRAWING. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DIMENSIONS OR CONDITIONS SHOWN ON THE DRAWING. THE INFORMATION CONTAINED ON THIS PLAN IS FOR SCALE USE OF THE ARCHITECT'S CLIENT AND THE CONTRACTORS (PROGRESS) ONLY, WITH REGARD TO THE INDICATED PROJECT.</div></div>											
<div><div><div><div>SCHEDULE</div><div>A</div></div><div><div>This forms part of application</div><div># DP23-0038 DVP23-0039</div></div><div><div>Planner Initials</div><div>KB</div></div><div><div>City of Kelowna</div><div>DEVELOPMENT PLANNING</div></div></div></div>											
<div><div>CLIENT</div><div><div><div>CENTRAL</div></div></div></div>											
<div><div><div>PROJECT NO.</div><div>22523</div></div><div><div>PROJECT</div><div>MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT 155-179 Rutland Road, Kelowna, B.C.</div></div></div>											
<div><div><div>DRAWING TITLE</div><div>PROJECT STATISTICS</div></div></div>											
<div><div><div>SEAL</div><div><div><div>REGISTERED ARCHITECT KELLY BESHARAT BRITISH COLUMBIA</div><div>2023-10-06</div></div></div></div></div>											
<div><div><div>DRAWING NO.</div><div>REVISION</div></div></div>											
<div><div>A004</div></div>											
<div><div><div>DATE</div><div>2022-11-21</div></div><div><div>DRAWN</div><div>AZ</div></div><div><div>SCALE</div><div>CHECKED</div></div><div><div>HB</div></div></div>											



AREA CALCULATION

Floor Area (SF)				Excluded				Net
		Commercial/ Retail Units	Residential Net	Storage Locker	Serv./Circ./ Others	Bicycle Stg./ Residential + Comm. Amenity/ Service Rm.	Gross Floor Area	Total Residential + CRU Area/Density FAR
Level								
L1		7376	0		2059	3573	13008	7376
L2		0	12287	250	2152	798	15487	12287
L3		0	13068	250	2169	0	15487	13068
L4		0	13068	250	2169	0	15487	13068
L5		0	13068	250	2169	0	15487	13068
L6		0	13068	250	2169	0	15487	13068
Roof		0	0		523	0	523	0
Gross Area		7376	64559		13410	4371	90966	71935

UNIT TYPOLOGY

Unit Type	STUDIO + 1 BATH		1 BEDROOM + 1 BATH			2 BEDROOM + 1 BATH		2 BEDROOM + 2 BATH				3 BEDROOM + 2 BATH		Total
	STUDIO-1	STUDIO-2	1B-1	1B-2	1B-3	2B + 1BATH-1	2B + 1BATH-2	2B + 2BATH-1	2B + 2BATH-2	2B + 2BATH-3	2B + 2BATH-4	3B-1	3B-2	
Size (SF)	402-418	403-418	484-486	560-561	528	635	638	798	674	808	766	944	932	
L1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
L2	5	3	4	2	1	1	1	0	1	1	1	1	1	22
L3	5	3	4	2	1	1	1	1	1	1	1	1	1	23
L4	5	3	4	2	1	1	1	1	1	1	1	1	1	23
L5	5	3	4	2	1	1	1	1	1	1	1	1	1	23
L6	5	3	4	2	1	1	1	1	1	1	1	1	1	23
Sub Total	25	15	20	10	5	5	5	4	5	5	5	5	5	
Total	40		35			10		19				10		114
%	35%		30.7%			8.8%		16.7%				8.8%		100%

Notes:

1. All areas are approximate, subject to construction drawings minor area adjustments.

2. Minor discrepancies are due to area round off.

3. Unit areas are calculated from the interior face of exterior walls as per City of Kelowna Zoning Bylaw No. 12375.

SCHEDULEA

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials

KB

City of  
Kelowna

DEVELOPMENT PLANNING

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR REZONING & DP
2	REISSUED FOR REZONING & DP

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CLIENT

CENTRAL

PROJECT NO. 22523

PROJECT MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

AREA CALCULATION & UNIT  
TYPOLOGY

SEAL

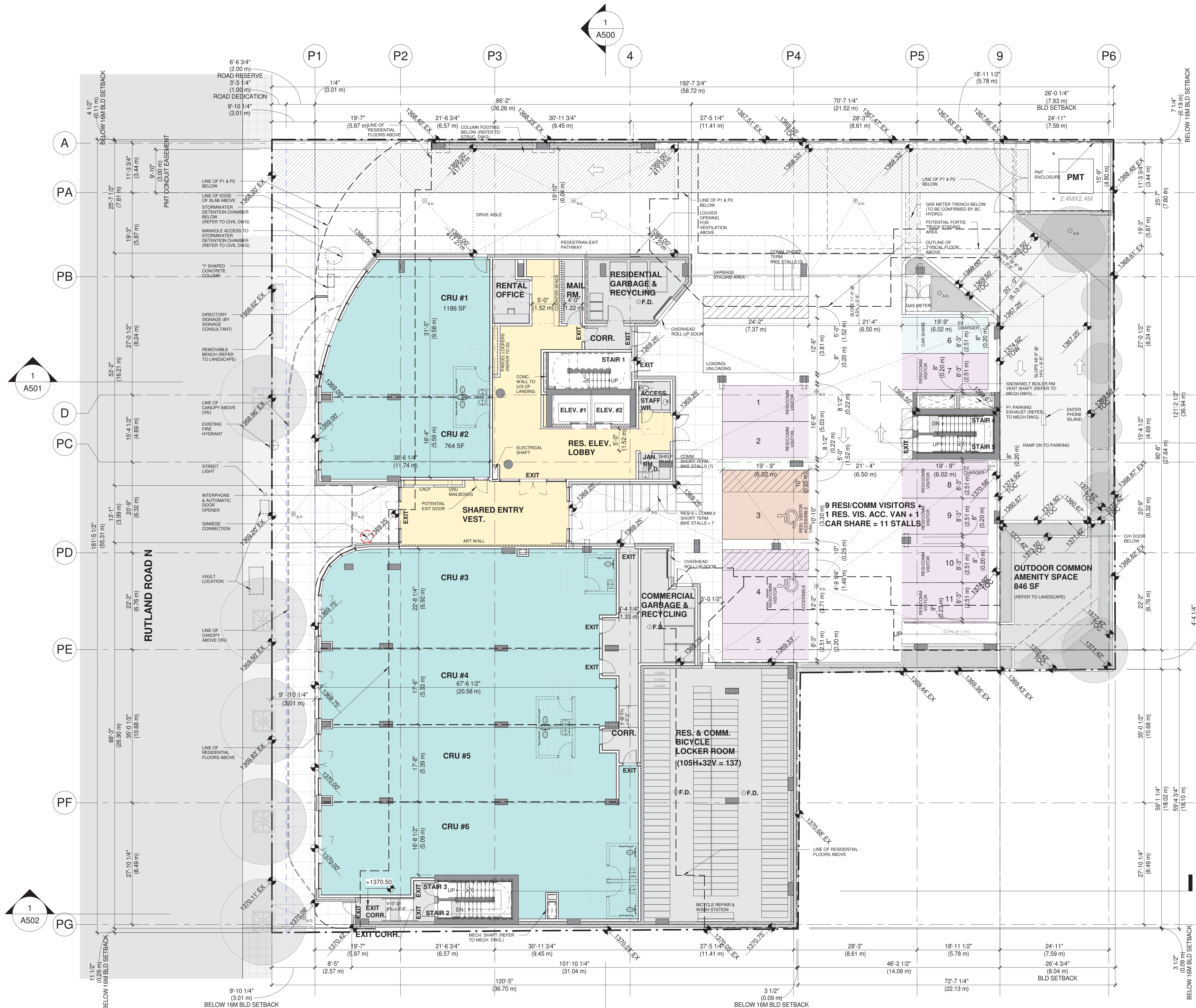


DRAWING NO.	REVISION

O005

DATE	DRAWN
2022-11-21	AZ
SCALE	CHECKED
	HB





**SCHEDULE A**  
This forms part of application  
# DP23-0038 DVP23-0039  
Planner Initials **KB**  
City of Kelowna  
DEVELOPMENT PLANNING

**LEGEND PARKING**

- RESIDENTIAL
- RESL. VISITOR
- RESL/ COMMERCIAL VISITOR
- CAR SHARE

**PARKING STALL SIZE**

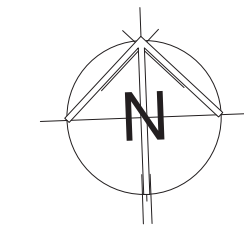
12'-6" x 19'-9" (loading)  
8'-3" x 19'-9" (standard)  
7'-7" x 15'-9" (small)

15'-10" x 19'-9" (van accessible)  
12'-2" x 19'-9" (accessible)

- PARKADE NOTES**
- ALL PARKING, LOADING & BICYCLE STG AS PER CITY OF KELOWNA BY-LAW
  - SECTION 08 PARKING AND LOADING BYLAW (8.2) ADDITIONAL 0.2M WIDER WHERE THE PARKING SPACE ABUTS AN OBSTRUCTION ON THE SIDE; ADDITIONAL 0.5M WIDER WHERE THE PARKING SPACE ABUTS AN OBSTRUCTION ON BOTH SIDES; AND ADDITIONAL 0.8M WIDER WHERE THE PARKING SPACE ABUTS A DOORWAY.
  - REFER TO LANDSCAPE ARCHITECT'S DRAWINGS FOR ALL HARD AND SOFT LANDSCAPE DESIGN
  - REFER TO CIVIL DRAWINGS FOR OFF-SITE DRAINAGE AND GRADING INFORMATION
  - CRU LAYOUTS ARE SCHEMATIC ONLY. DASHED LINES INDICATE POTENTIAL TENANT IMPROVEMENTS REQUIRING FUTURE SEPARATE PERMITS.

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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**CENTRAL**

PROJECT NO. 22523  
PROJECT MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT  
155-179 Rutland Road, Kelowna, B.C.  
DRAWING TITLE

LEVEL 1 FLOOR PLAN

SEAL

REGISTERED ARCHITECT  
KELOWNA  
BRITISH COLUMBIA  
2023-10-06

DRAWING NO. REVISION

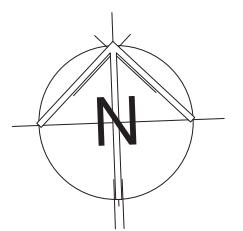
**A203**

DATE 2022-11-21  
SCALE 3/32" = 1'-0"  
DRAWN AZ  
CHECKED HB



REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR REZONING & DP 2022-11-21
2	REISSUED FOR REZONING & DP 2023-02-21

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CLIENT

**CENTRAL**

PROJECT NO. 22523  
PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.  
DRAWING TITLE

P1 LEVEL PLAN

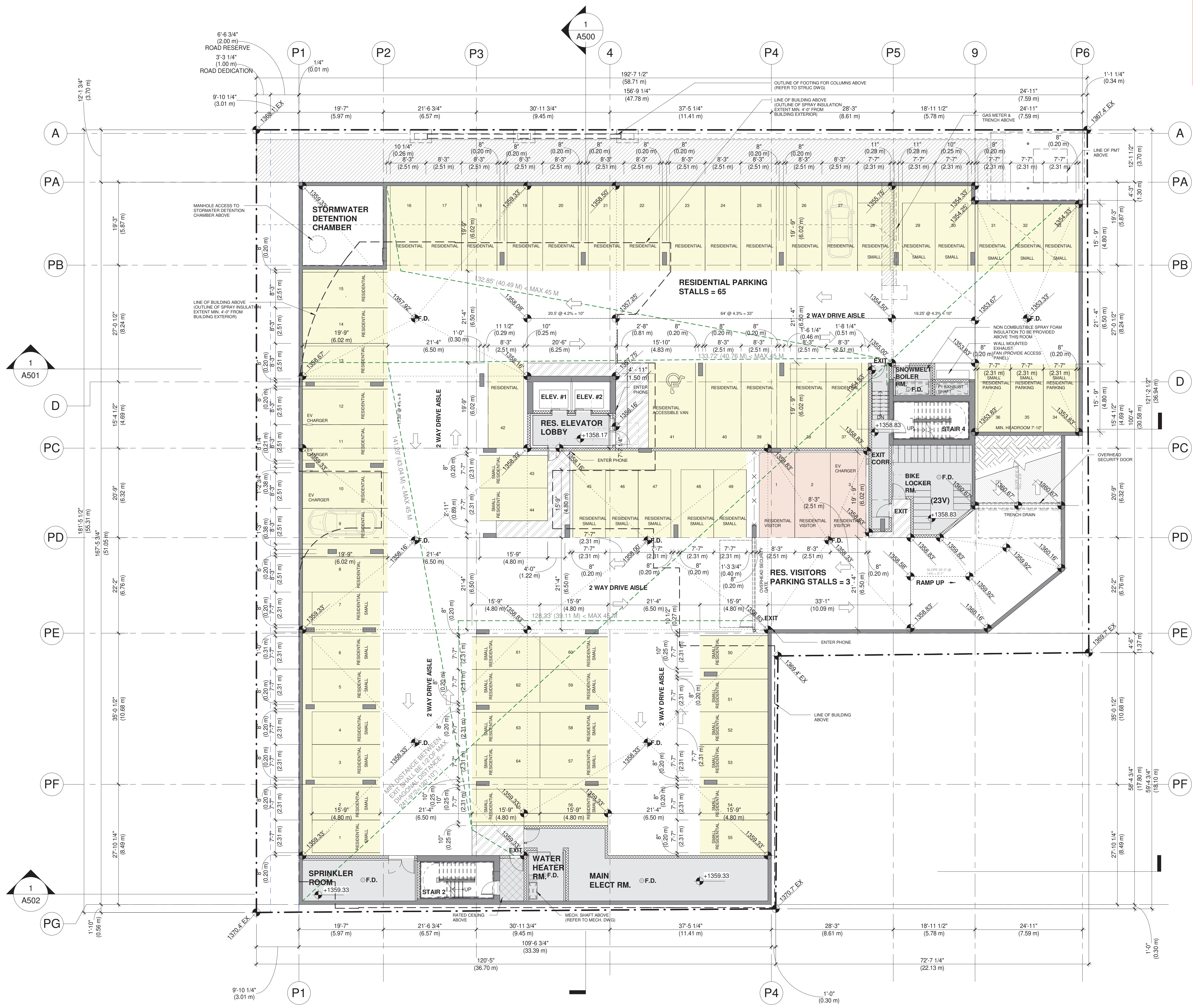
SEAL



DRAWING NO. REVISION

**A202**

DATE 2022-11-21  
SCALE 3/32" = 1'-0"  
DRAWN AZ  
CHECKED HB



**LEGEND PARKING**

- RESIDENTIAL
- RESL. VISITOR
- RESL. COMMERCIAL VISITOR
- CAR SHARE

**PARKING STALL SIZE**

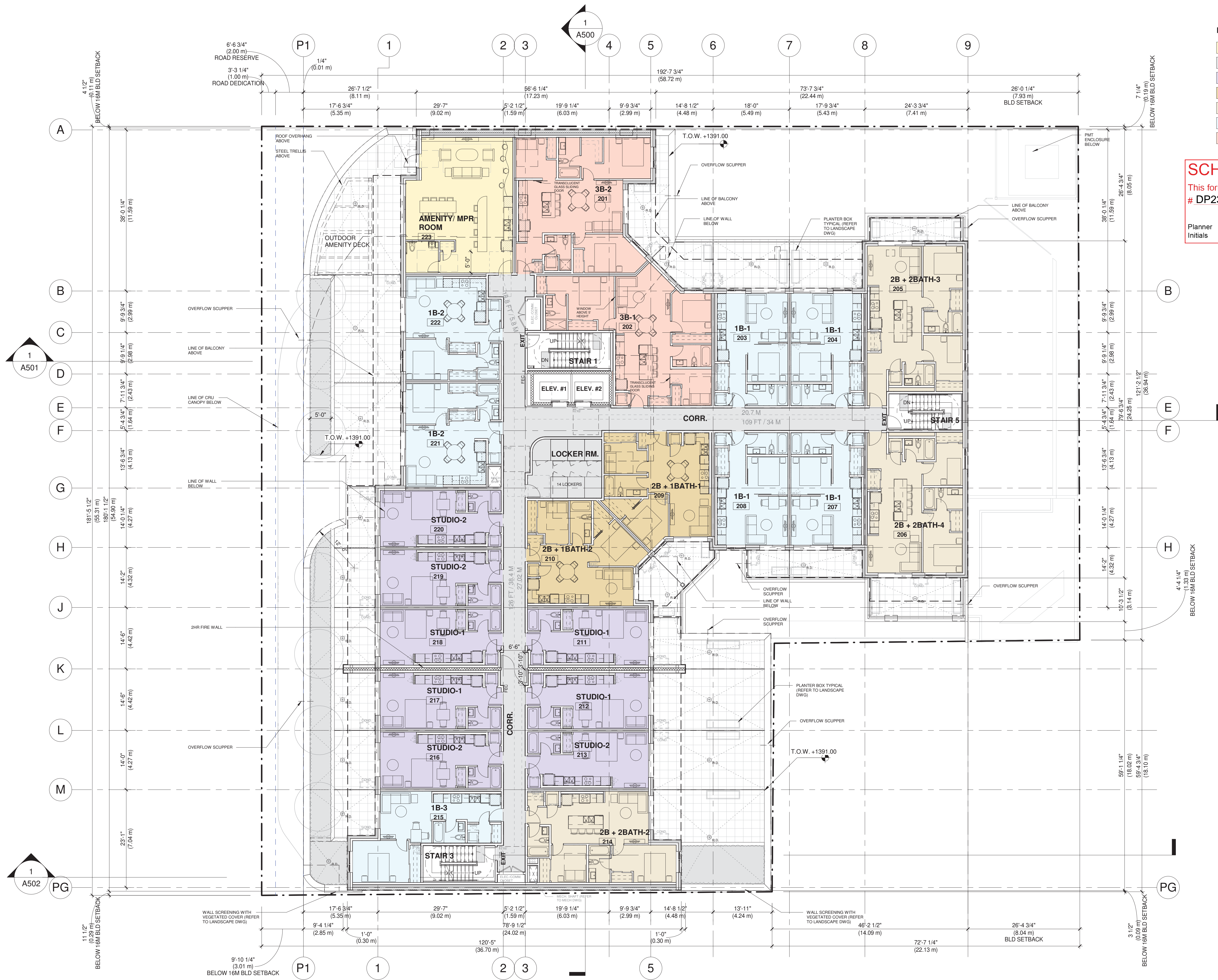
12'-2" x 19'-9" (standard)  
15'-0" x 19'-9" (van accessible)  
12'-0" x 19'-9" (wheelchair accessible)

**PARKADE NOTES**

1. ALL PARKING, LOADING & BICYCLE STG AS PER CITY OF KELOWNA BY-LAW

2. SECTION 08 PARKING AND LOADING BYLAW (8.2.9) ADDITIONAL 0.2M WIDER WHERE THE PARKING SPACE ABUTS AN OBSTRUCTION ON THE SIDE; ADDITIONAL 0.5M WIDER WHERE THE PARKING SPACE ABUTS AN OBSTRUCTION ON BOTH SIDES; AND ADDITIONAL 0.8M WIDER WHERE THE PARKING SPACE ABUTS A DOORWAY.





- LEGEND**
- AMENITIES
  - CIRCULATION
  - STUDIO
  - 2 BED + 1 BATH
  - 2 BED + 2 BATH
  - 1 BEDROOM + 1 BATH
  - 3 BEDROOM + 2 BATH

**SCHEDULE A**

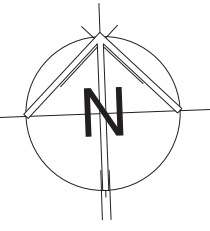
This forms part of application  
# DP23-0038 DVP23-0039

City of Kelowna  
DEVELOPMENT PLANNING

Planner Initials KB

REVISIONS		
NO.	DESCRIPTION	DATE
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2	REISSUED FOR REZONING & DP	2023-02-21

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**CENTRAL**

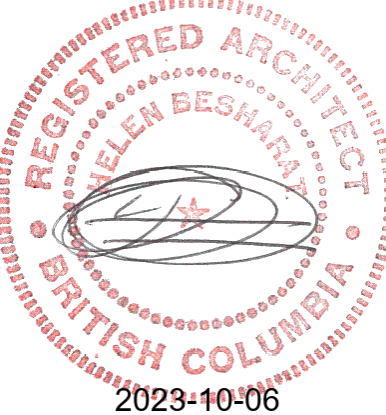
PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

LEVEL 2 FLOOR PLAN

SEAL



DRAWING NO. REVISION

**A204**

DATE 2022-11-21  
SCALE 3/32" = 1'-0"

DRAWN AZ  
CHECKED HB

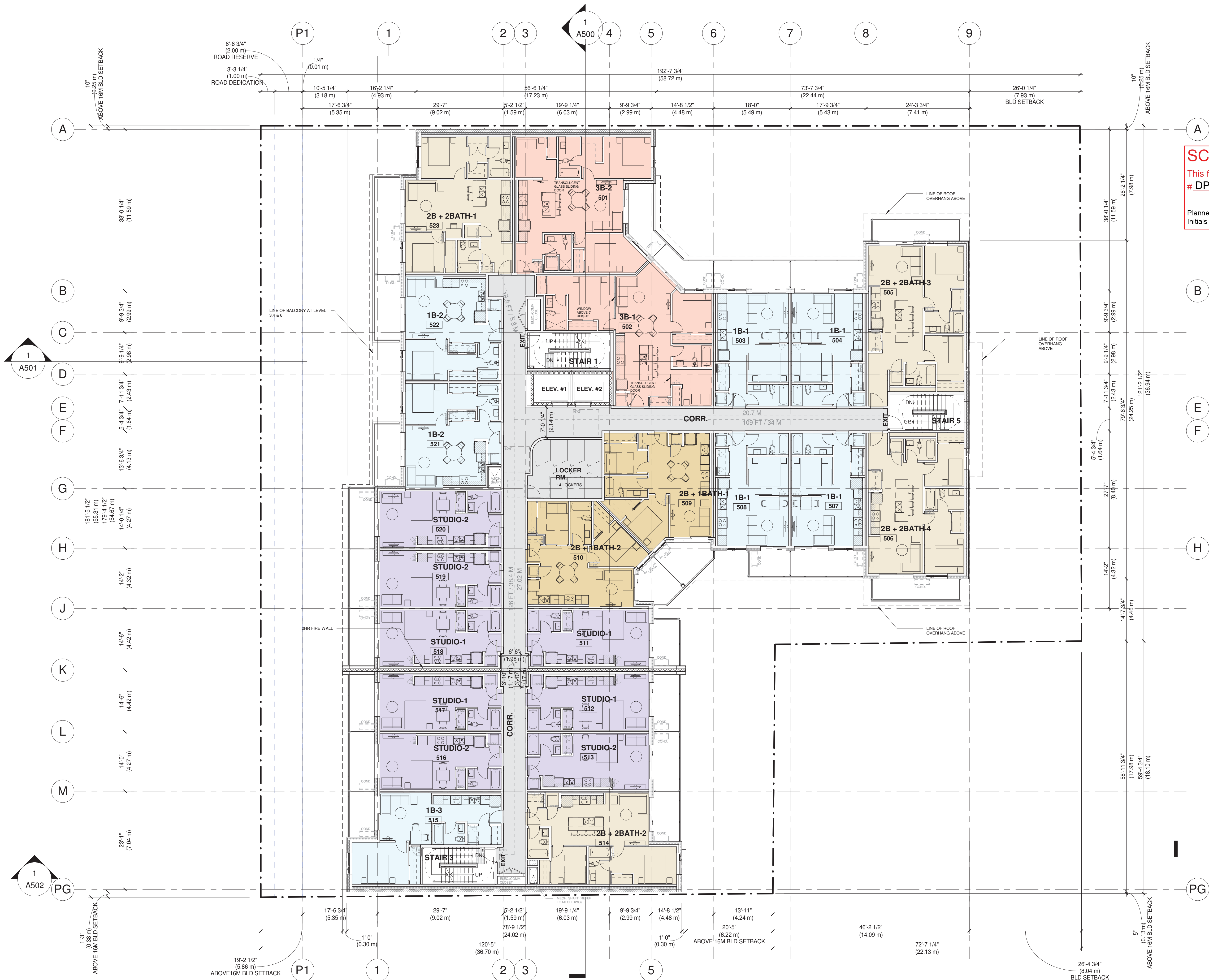
**GENERAL NOTES**

1. REFER TO LANDSCAPE ARCHITECT'S DRAWINGS FOR ALL HARD AND SOFT LANDSCAPE DESIGN









- LEGEND**
- CIRCULATION
  - STUDIO
  - 2 BED + 1 BATH
  - 2 BED + 2 BATH
  - 1 BEDROOM + 1 BATH
  - 3 BEDROOM + 2 BATH

**SCHEDULE A**

This forms part of application  
# DP23-0038 DVP23-0039

Planner Initials **KB**

City of Kelowna  
DEVELOPMENT PLANNING

REVISIONS		DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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CLIENT

**CENTRAL**

PROJECT NO. 22523

PROJECT MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

LEVEL 5 FLOOR PLAN

SEAL



DRAWING NO. REVISION

**A206**

DATE 2022-11-21  
SCALE 3/32" = 1'-0"

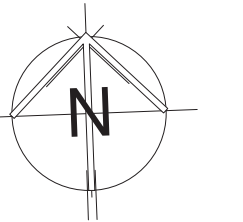
DRAWN Author  
CHECKED HB



REVISIONS	
NO.	DESCRIPTION
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2	REISSUED FOR REZONING & DP

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CLIENT

# CENTRAL

PROJECT NO. \_\_\_\_\_

22523

PROJECT

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

## ROOF PLAN & UPPER ROOF PLAN

SEAL



DRAWING NO.

REVISION

# A207

DATE  
2022-11-21

---

RAWN

SCALE

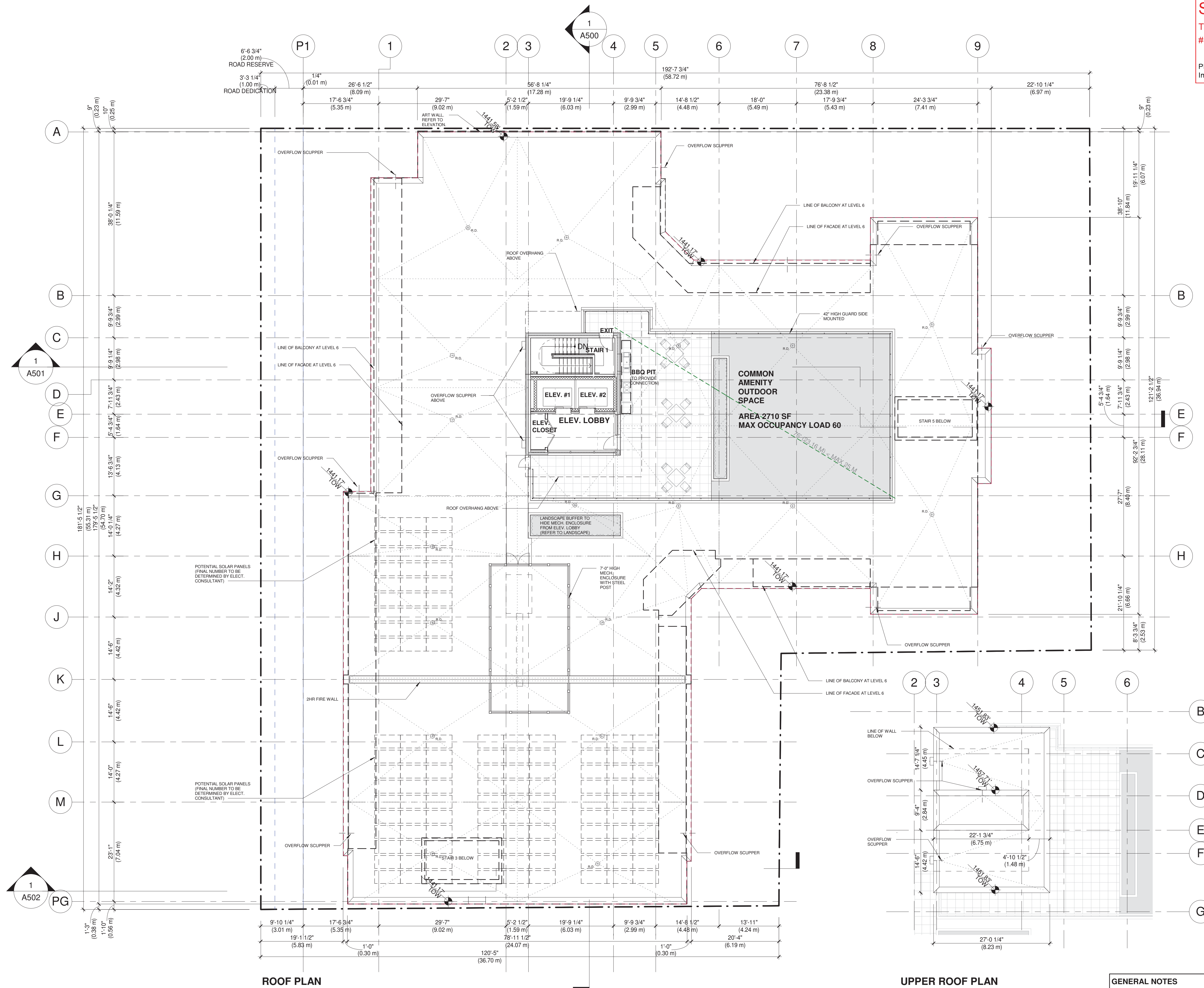
CHECKED

3/32" - 1'-0"

4B

#### GENERAL NOTES

1. REFER TO LANDSCAPE ARCHITECT'S DRAWINGS FOR ALL HARD AND SOFT LANDSCAPE DESIGN
2. REFER TO MECH. DWG FOR ROOFTOP MECHANICAL EQUIPMENT DETAILS. EQUIPMENT SIZES MAY VARY DURING WORKING DRAWING.
3. 2 PLY SBS ROOF (COLOUR - LIGHT). ROOF SLOPES.





A

This forms part of application  
# DP23-0038 DVP23-0039

Planner Initials KB

City of Kelowna  
DEVELOPMENT

#### GENERAL NOTES

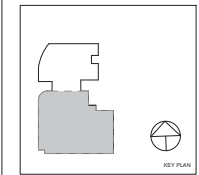
1. REFER TO MECHANICAL & ELECTRICAL DRAWINGS FOR MECHANICAL & ELECTRICAL RELATED ITEMS.
2. DIMENSIONS TO EXTERIOR WALLS ARE SHOWN MEASURED TO EXTERIOR FACE OF SHEATHING OR FACE OF MASONRY/CONCRETE UNLESS NOTED OTHERWISE. INTERIOR WALLS ARE MEASURED TO FACE OF WALL STUDS OR FACE OF MASONRY/CONCRETE UNLESS NOTED OTHERWISE.
3. WALL ASSEMBLIES WHICH ARE FIRE SEPARATIONS SHALL BE CONTINUOUS AND INTEGRAL TO THE ENDS OF THE ABUTTING NON-RATED PARTITIONS AND BASED STAIRWAYS, MILLWORK, FURRED-OUT NON-RATED PARTITIONS (MANIFOLD PARTITIONS) AND MISCELLANEOUS FIXTURES SUCH AS BATHTUBS & SHOWERS.
4. FIRE-RATED WALL ASSEMBLIES SHALL BE CONTINUOUS AND INTEGRAL TO UNDERSIDE OF FIRE-RATED FLOOR PARTITIONS, NOTWITHSTANDING ANY INTERVENING PARTITION CLIPPING SPACES.

[illegible]

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WD/CD DRAFT 18  
16 MAY 2023

15 JAN 1980



---

CLIENT

**CENTRAL**

PROJECT NO. 22523

**PROJECT**  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

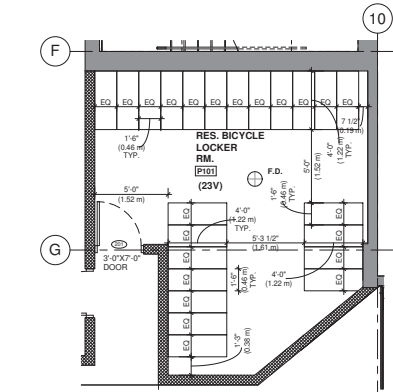
LEVEL 1 FLOOR PLAN (SOUTH  
WEST)

SEAL

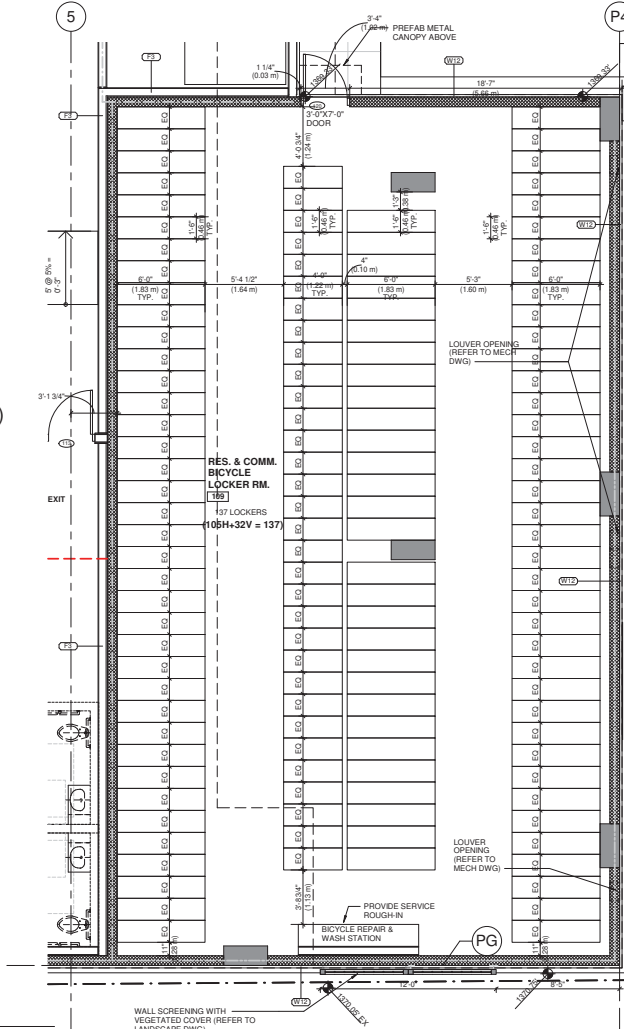
DRAWING NO.	1	REVISION
-------------	---	----------

A210

DATE	DRAWN
2023-02-23	MC/AZ
SCALE	CHECKED
1/4" = 1'-0"	DA



2 **PARKING LEVEL (BICYCLE STORAGE)**  
AS PER CITY OF KELOWNA ZONING BYLAW 12375  
REQUIREMENT (TABLE 8.5.1)



**1 LEVEL 1 (BICYCLE STORAGE)**  
AS PER CITY OF KELOWNA ZONING BYLAW 12

WALL SCREENING WITH \_\_\_\_\_  
VEGETATED COVER (REFER TO  
LANDSCAPE DWG.)

PROVIDE SERVICE  
ROUGH-IN

BICYCLE REPAIR &


	EQ	
--	----	--

ATION/ FI  
ANCE RA  
SPATIAL S  
3.2.3.7

E RESIST-  
ING FOR  
EPARATION

210

**CEILING & SHEAR WALL LEGEND**

 8'-0" ABOVE FLOOR

### PARTITION FIRE RESISTANCE

**RATING LEGEND**

0 HOUR (SMOKE)  
SEPARATION

1 HOUR FIRE SEPARATION/ FIRE RESISTANCE RATING FOR SPATIAL SEPARATION 3.2.3.7

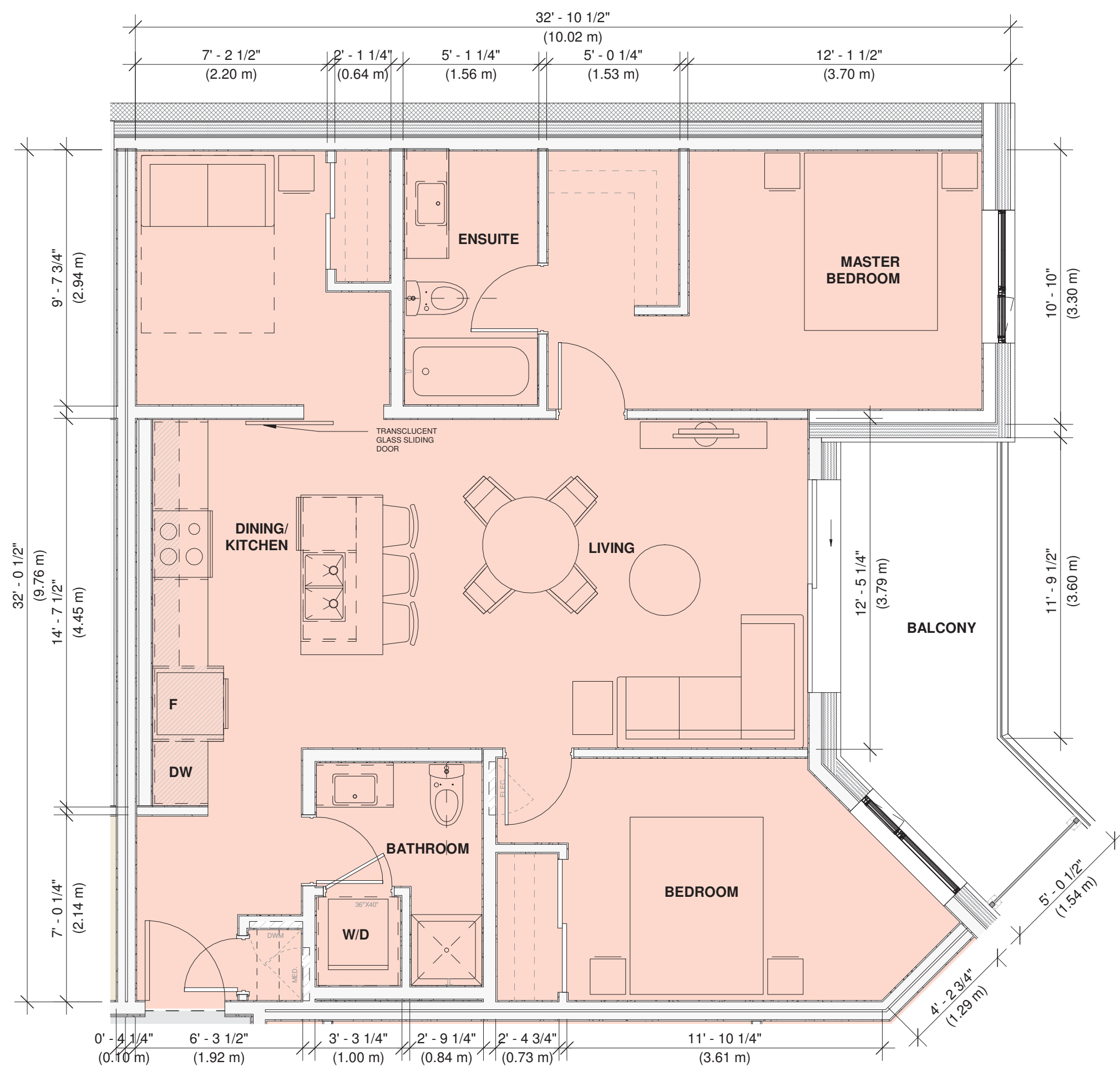
1.5 HOUR FIRE SEPARATION

2 HOUR FIRE SEPARATION/ FIRE RESISTANCE RATING FOR SPATIAL SEPARATION 3.2.3.7

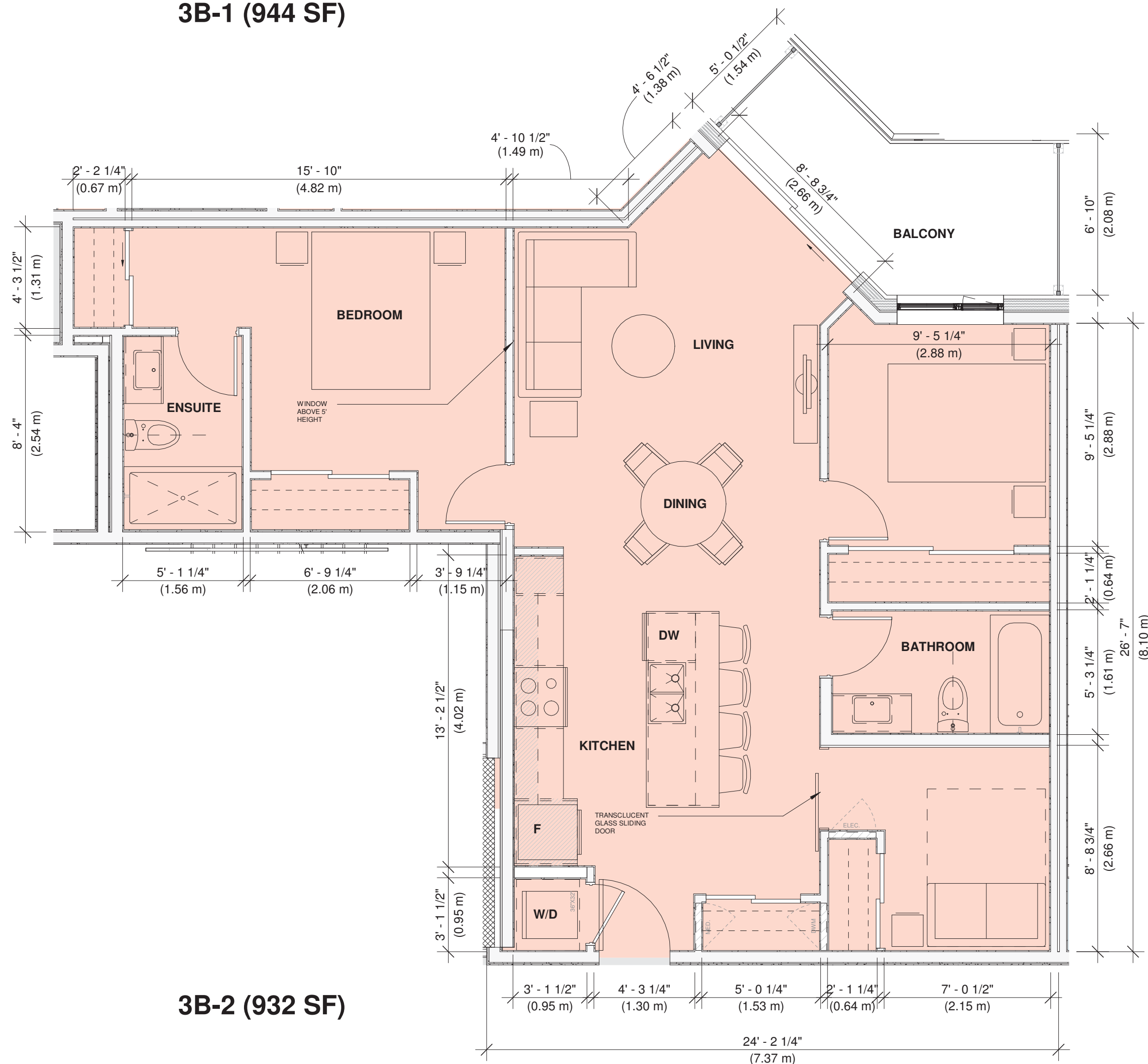
2 HOUR RATED SHAF

 2 HOUR RATED SHAFT

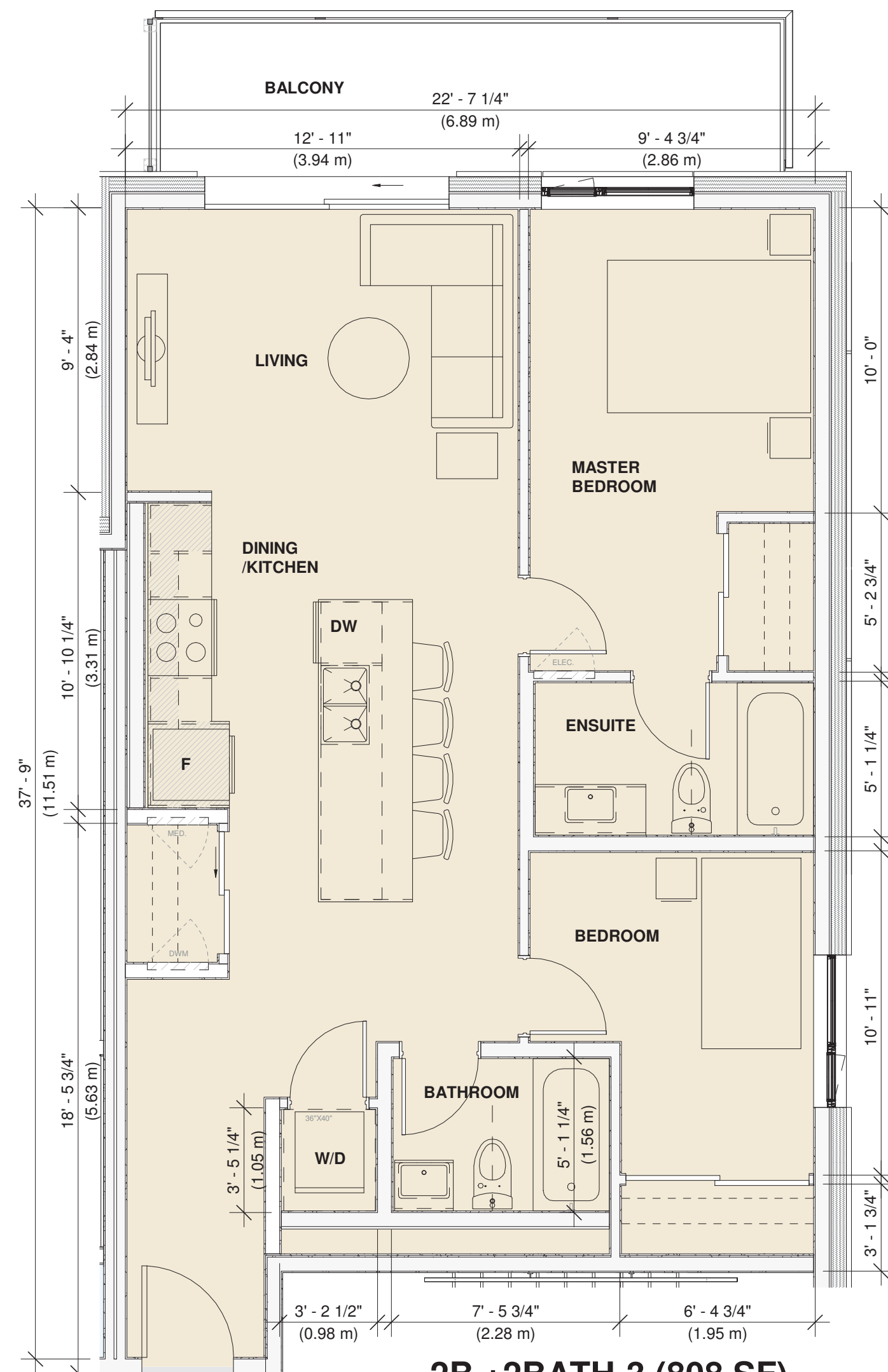




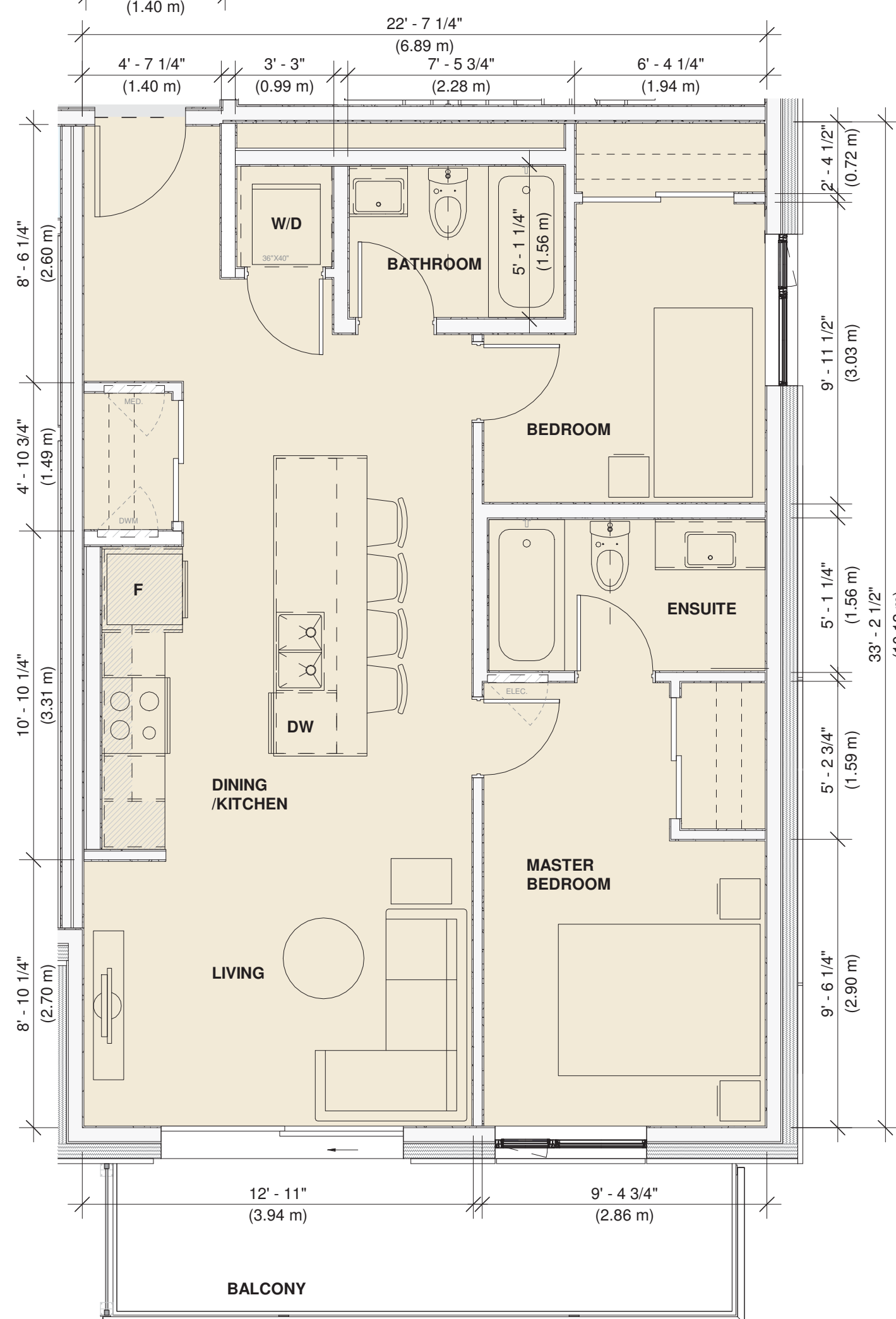
3B-1 (944 SF)



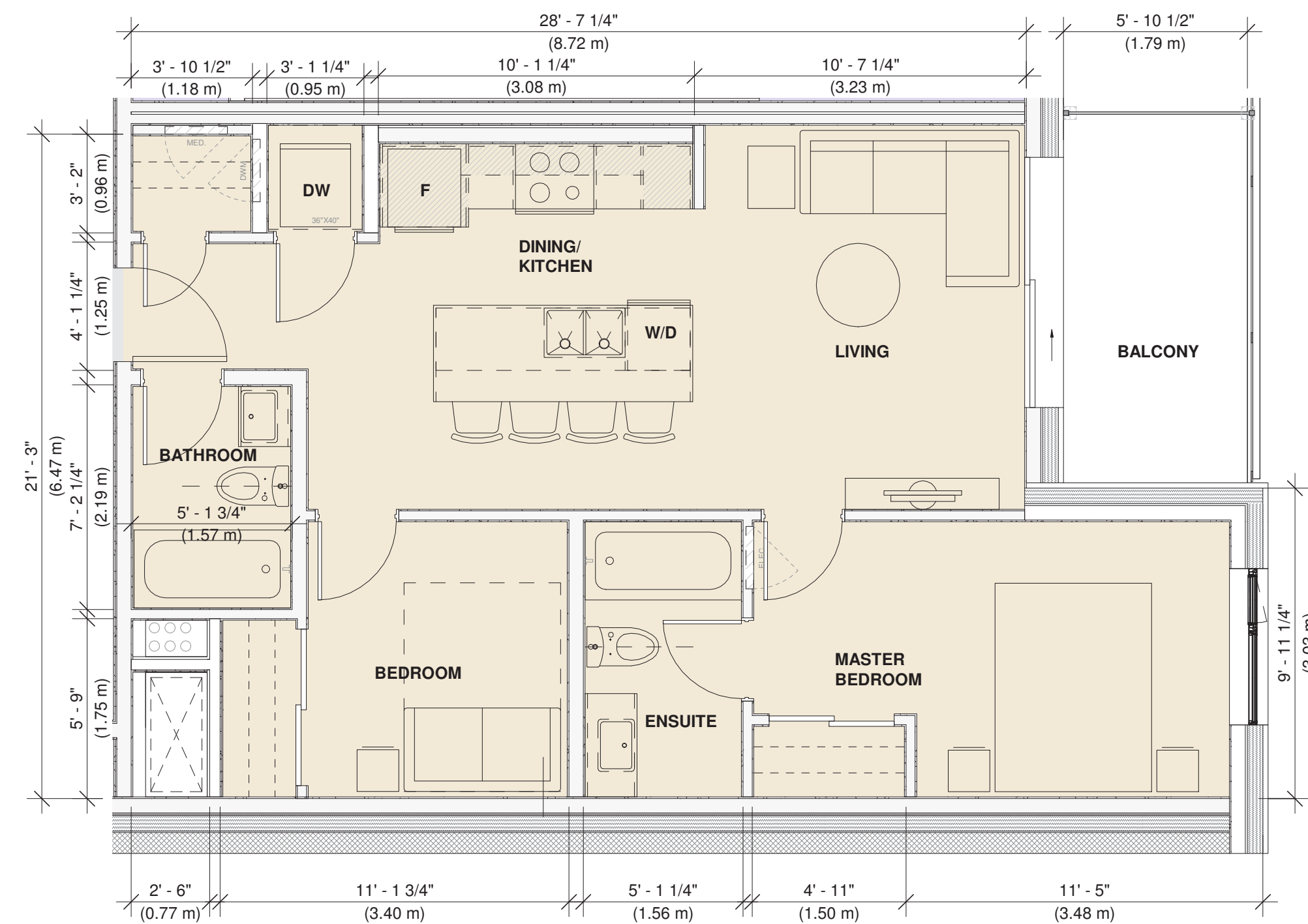
3B-2 (932 SF)



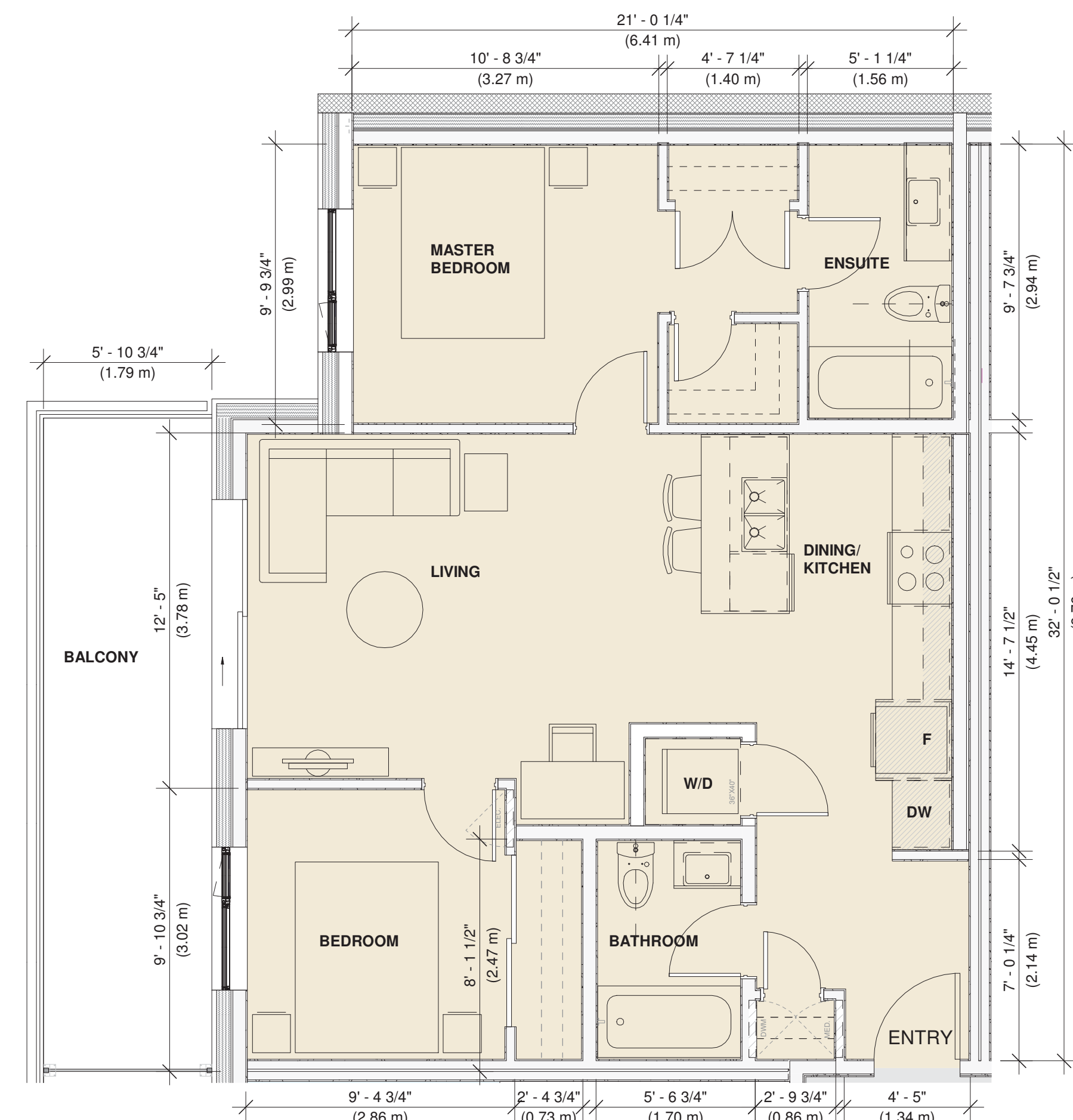
2B +2BATH-3 (808 SF)



2B +2BATH-4 (766 SF)



2B +2BATH-2 (674 SF)



2B +2BATH-1 (798 SF)

GENERAL NOTES	
1.	ALL AREAS ARE APPROXIMATE
2.	MINOR DISCREPANCIES ARE DUE TO AREA ROUND OFF
3.	REFER TO MECH. DWG. FOR DETAIL

SCHEDULE

This forms part of application

# DP23-0038 DVP23-0039

Planner Initials KB

A

City of Kelowna

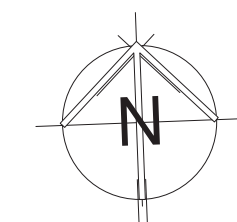
DEVELOPMENT PLANNING

**bfa studio**  
architects

ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN  
600 - 355 Burrard Street Vancouver, BC V6C 2G8  
T 604 662 8544 F 604 662 4060  
www.besharatfariars.com info@besharatfariars.com

REVISIONS	NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP		2022-11-21
2	REISSUED FOR REZONING & DP		2023-02-21

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CLIENT

**CENTRAL**

PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

TYPICAL UNIT PLANS

SEAL

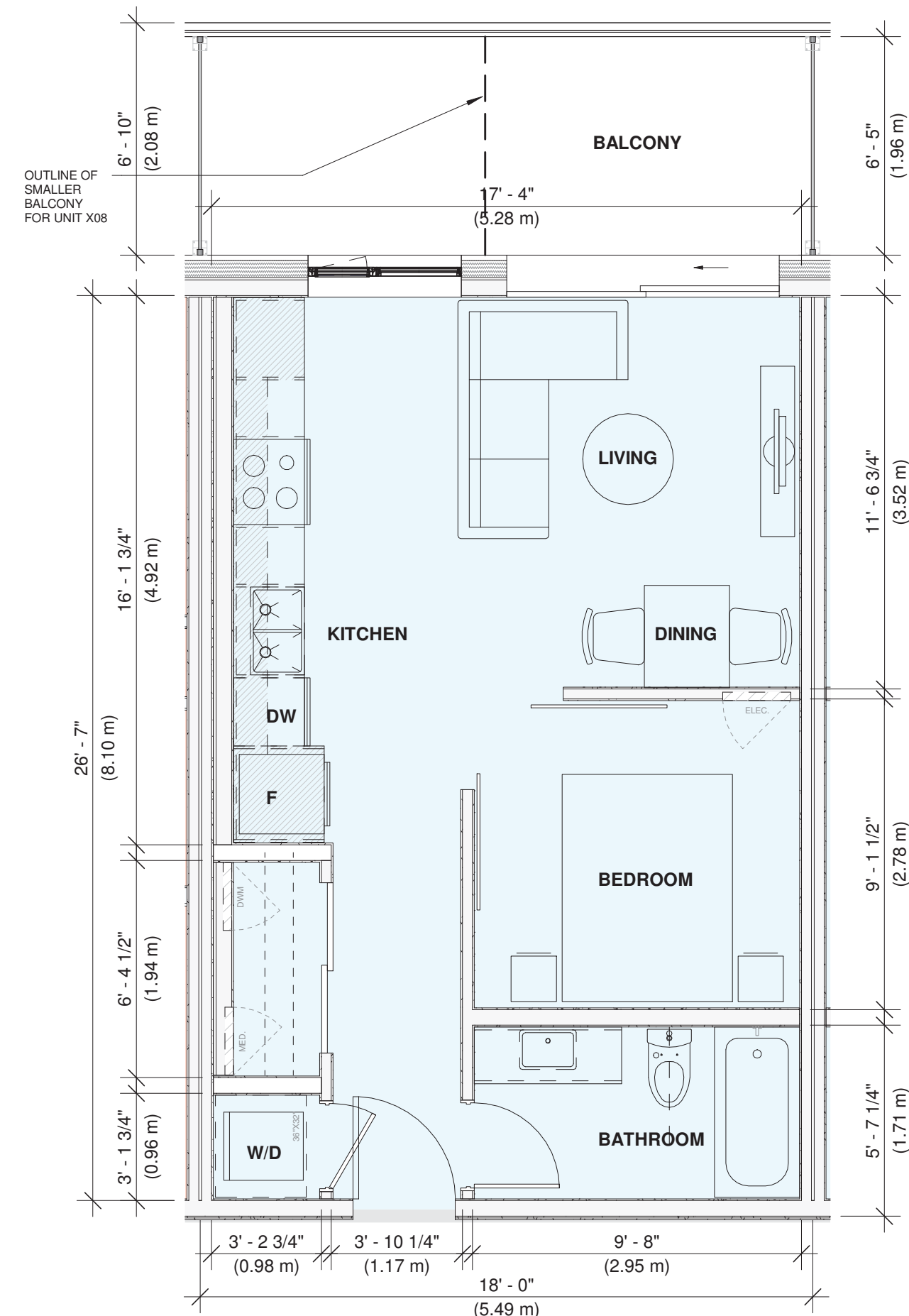


DRAWING NO. REVISION

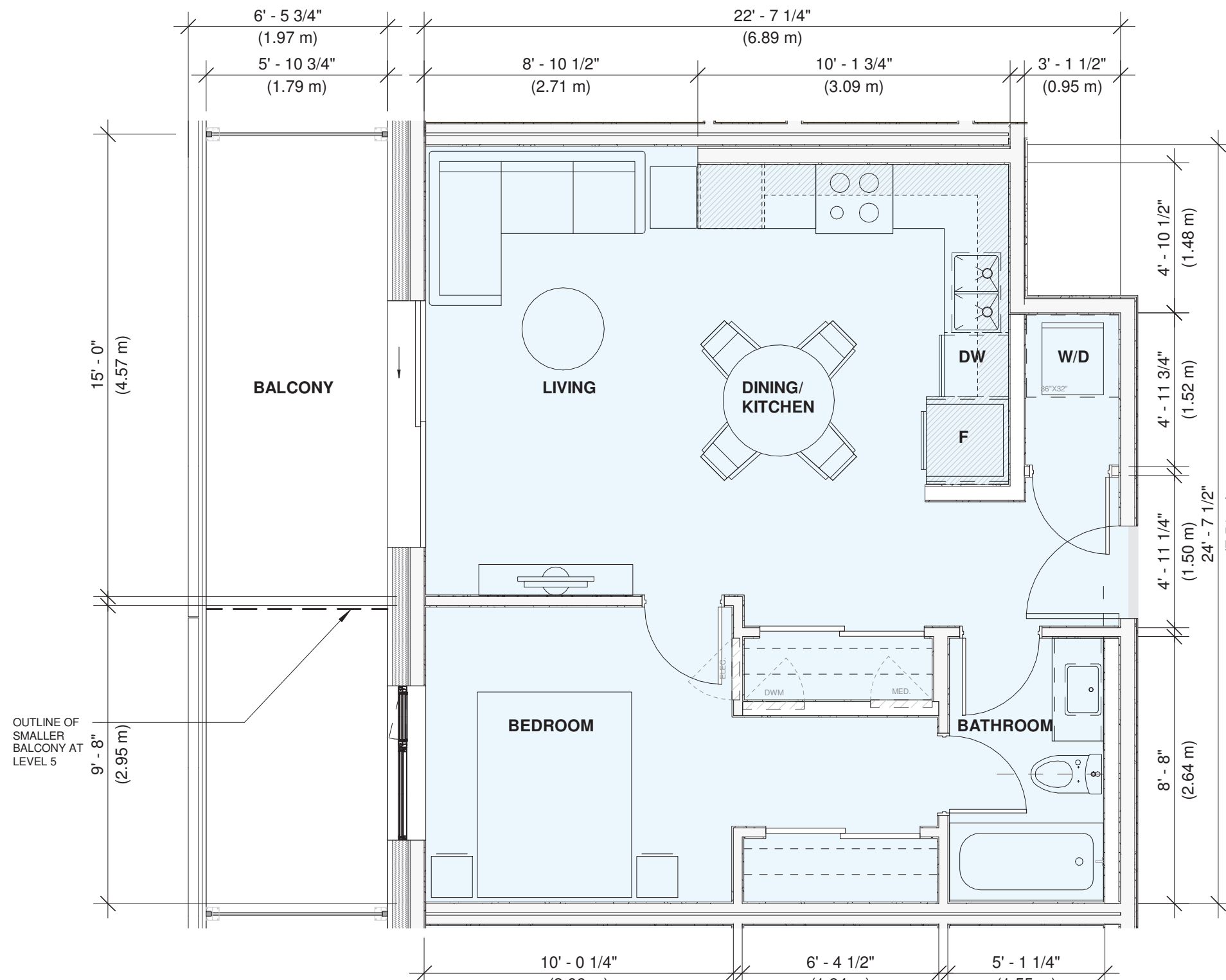
**A231**

DATE 2022-11-21  
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DRAWN AZ  
CHECKED HB

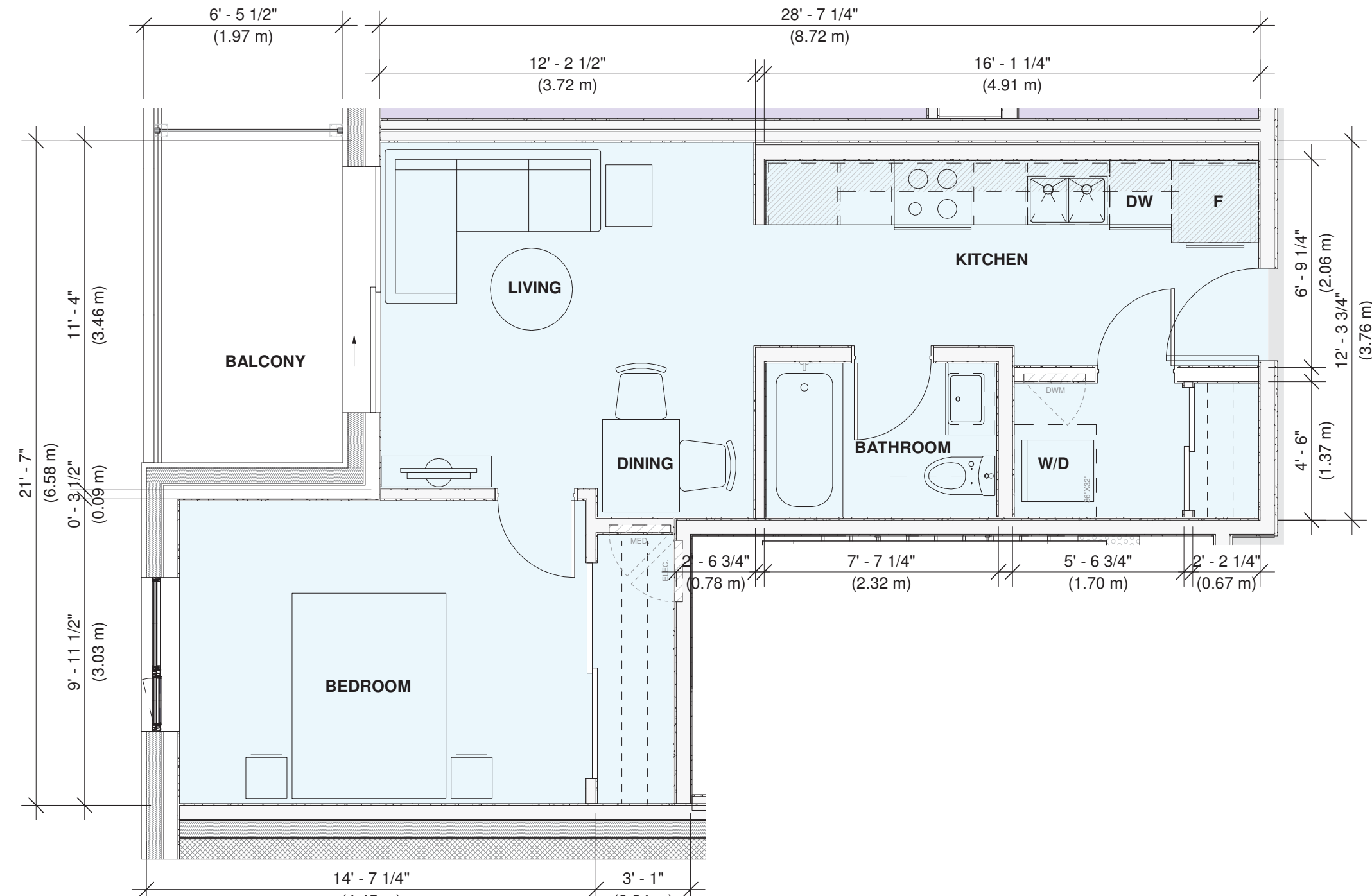




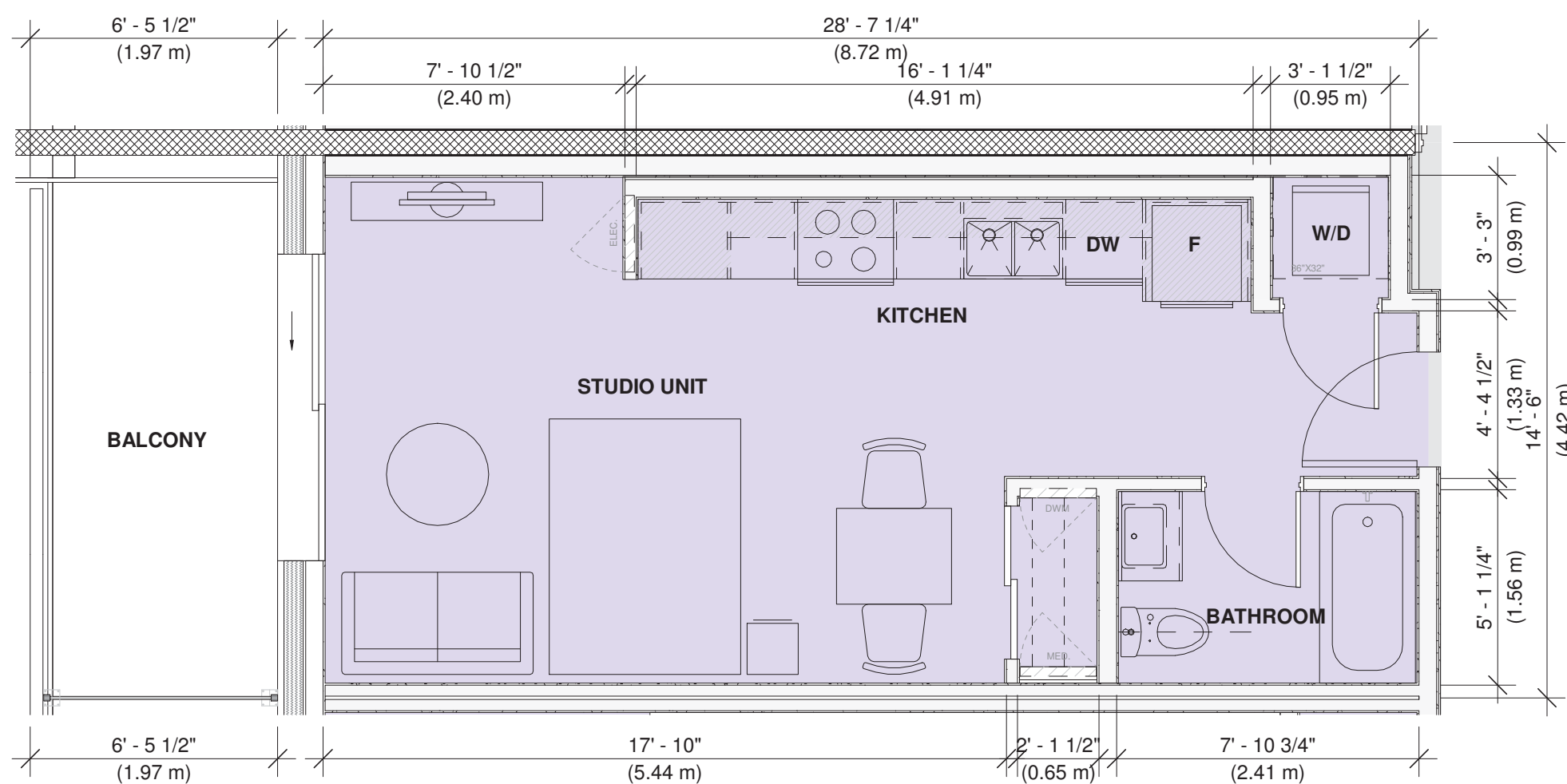
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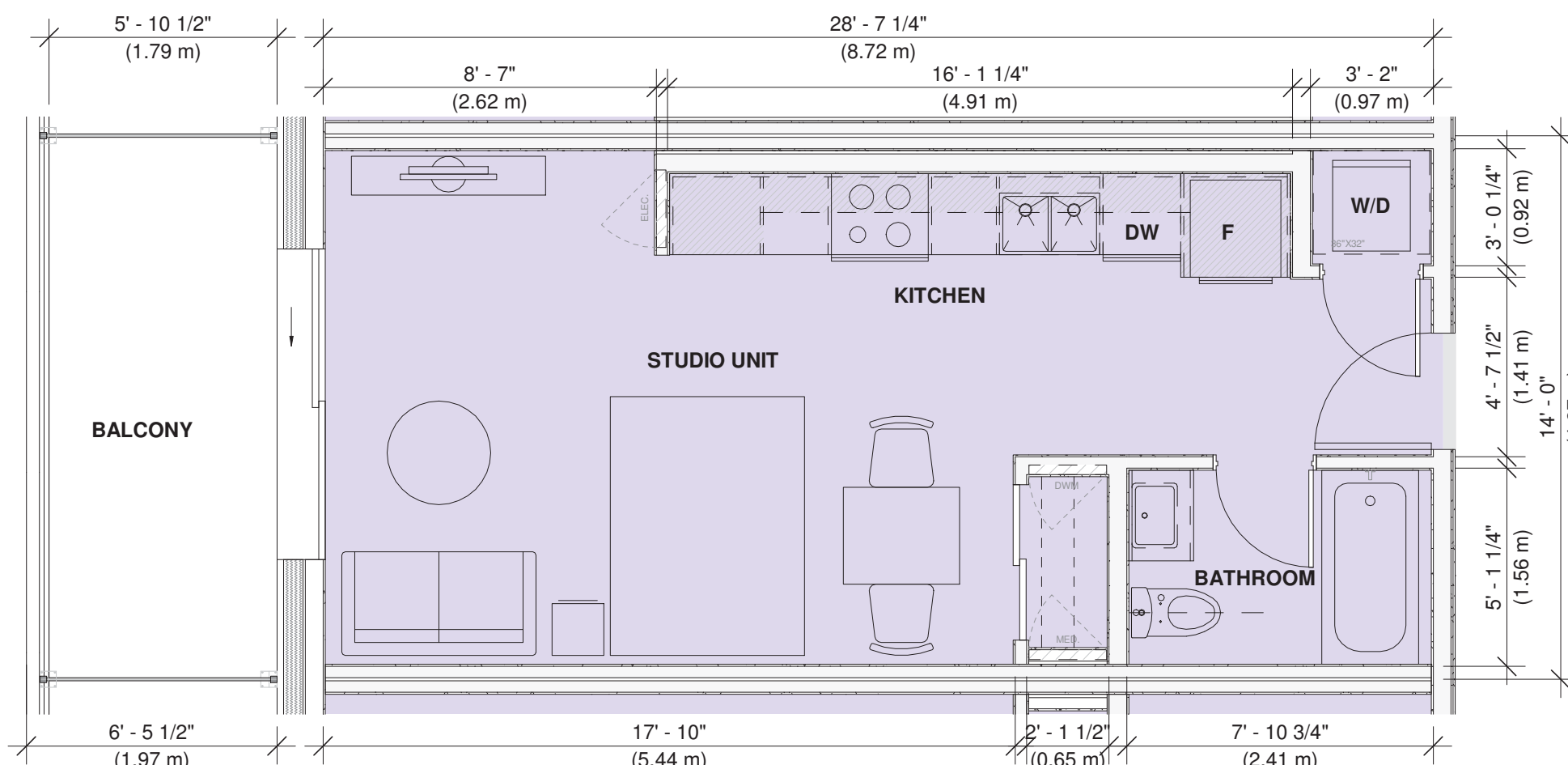
1B-2 (560-561 SF)



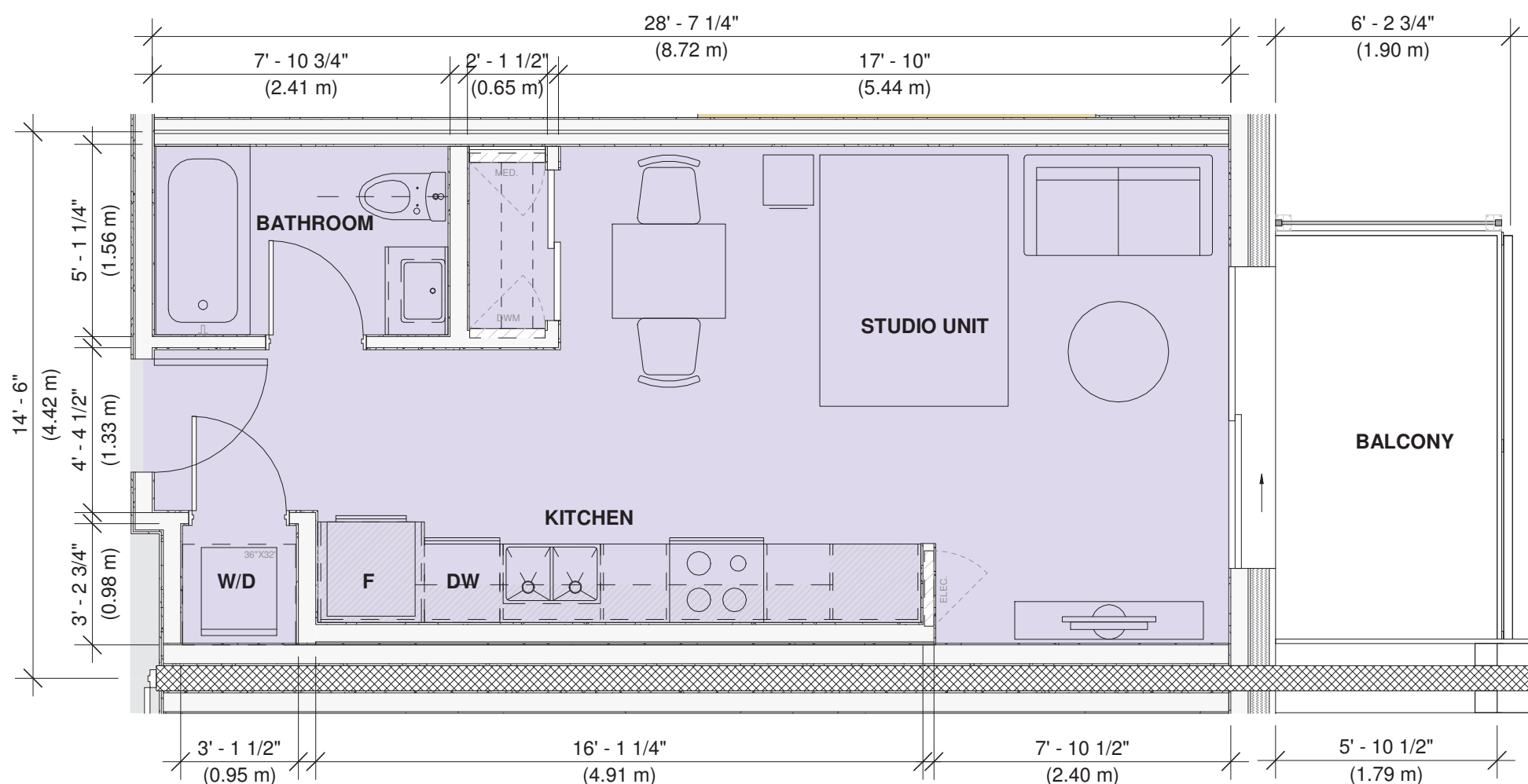
1B-3 (528 SF)



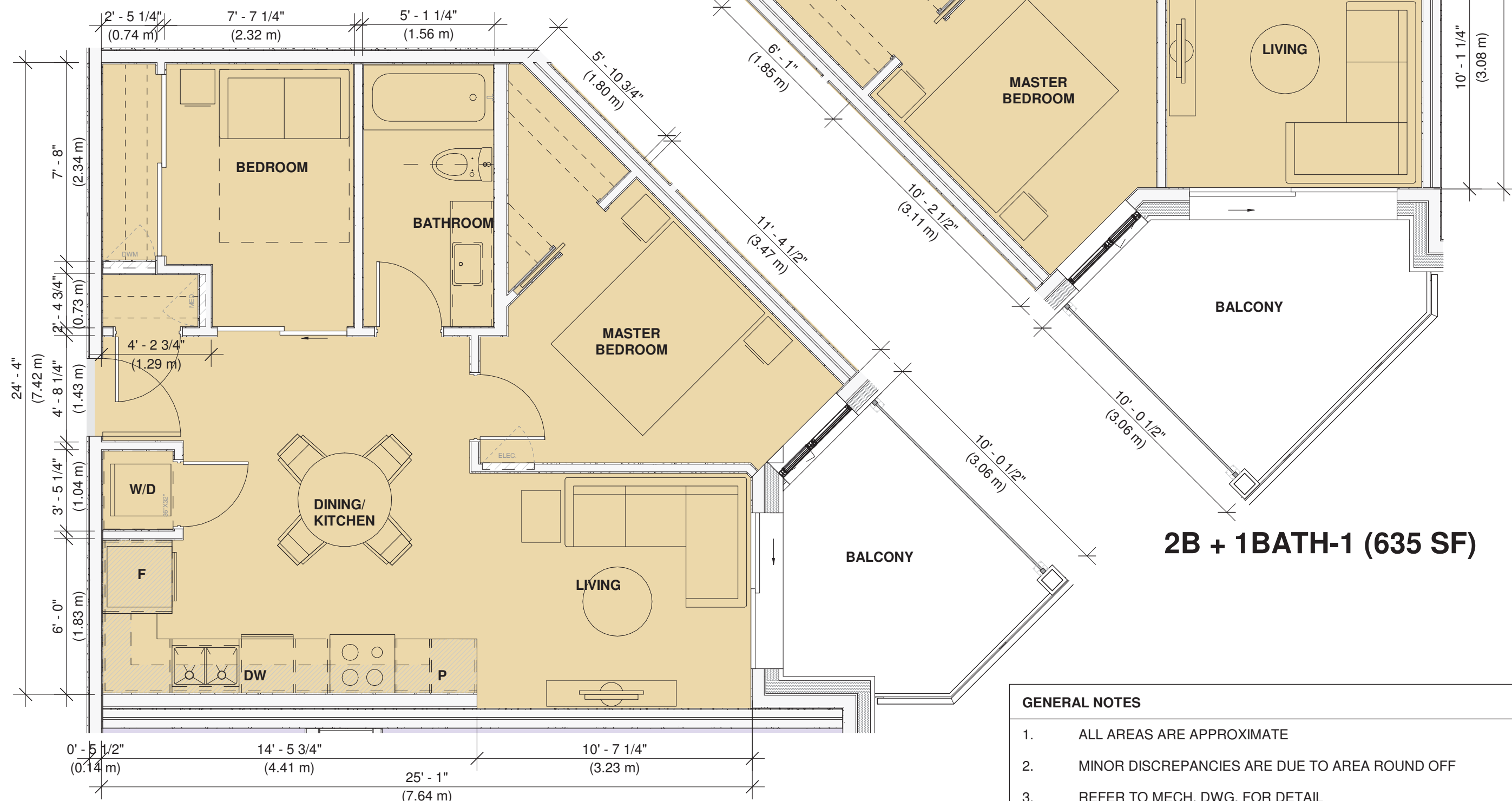
STUDIO-1 (418 SF)



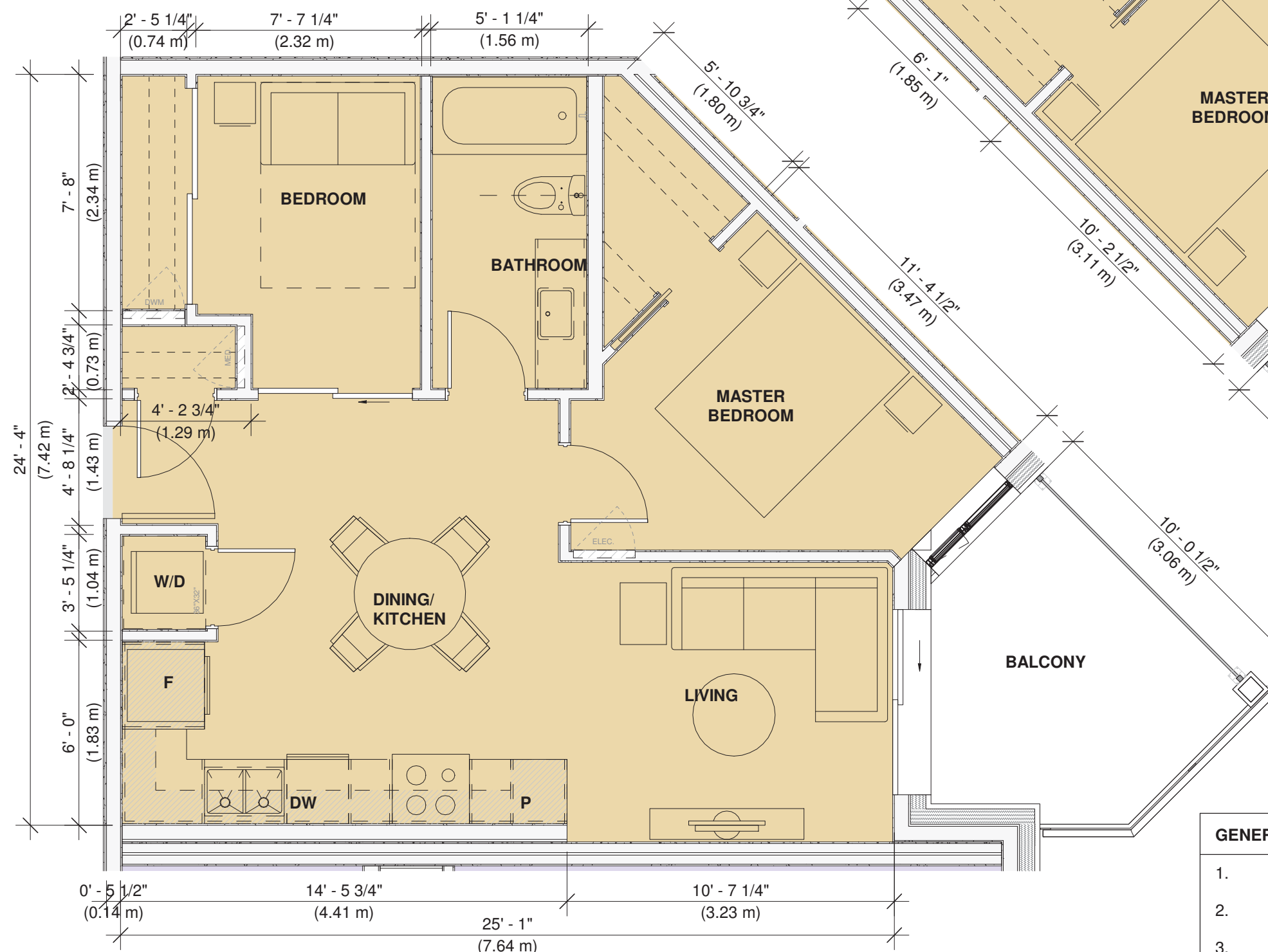
STUDIO-2 (403-418 SF)



STUDIO-1 ( with small balcony 402 SF)



2B + 1BATH-1 (635 SF)



2B + 1BATH-2 (638 SF)

GENERAL NOTES	
1.	ALL AREAS ARE APPROXIMATE
2.	MINOR DISCREPANCIES ARE DUE TO AREA ROUND OFF
3.	REFER TO MECH. DWG. FOR DETAIL

SCHEDULE

A

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials

KB

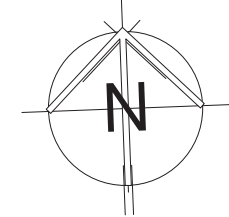
City of  
Kelowna  
DEVELOPMENT PLANNING

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NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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CLIENT

CENTRAL

PROJECT NO.

22523

PROJECT

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

TYPICAL UNIT PLANS

SEAL



DRAWING NO.

REVISION

A232

DATE

2022-11-21

DRAWN

AZ

SCALE

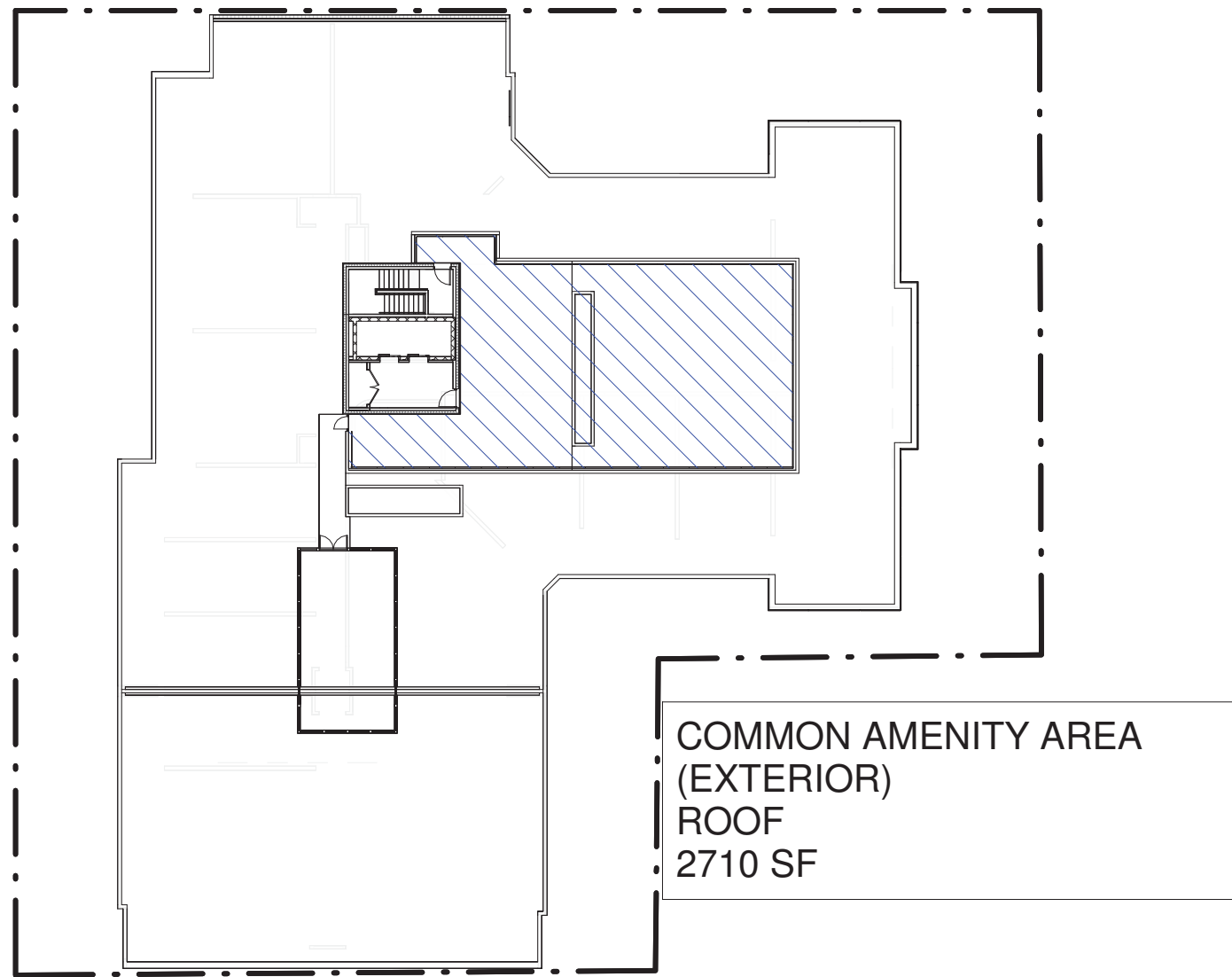
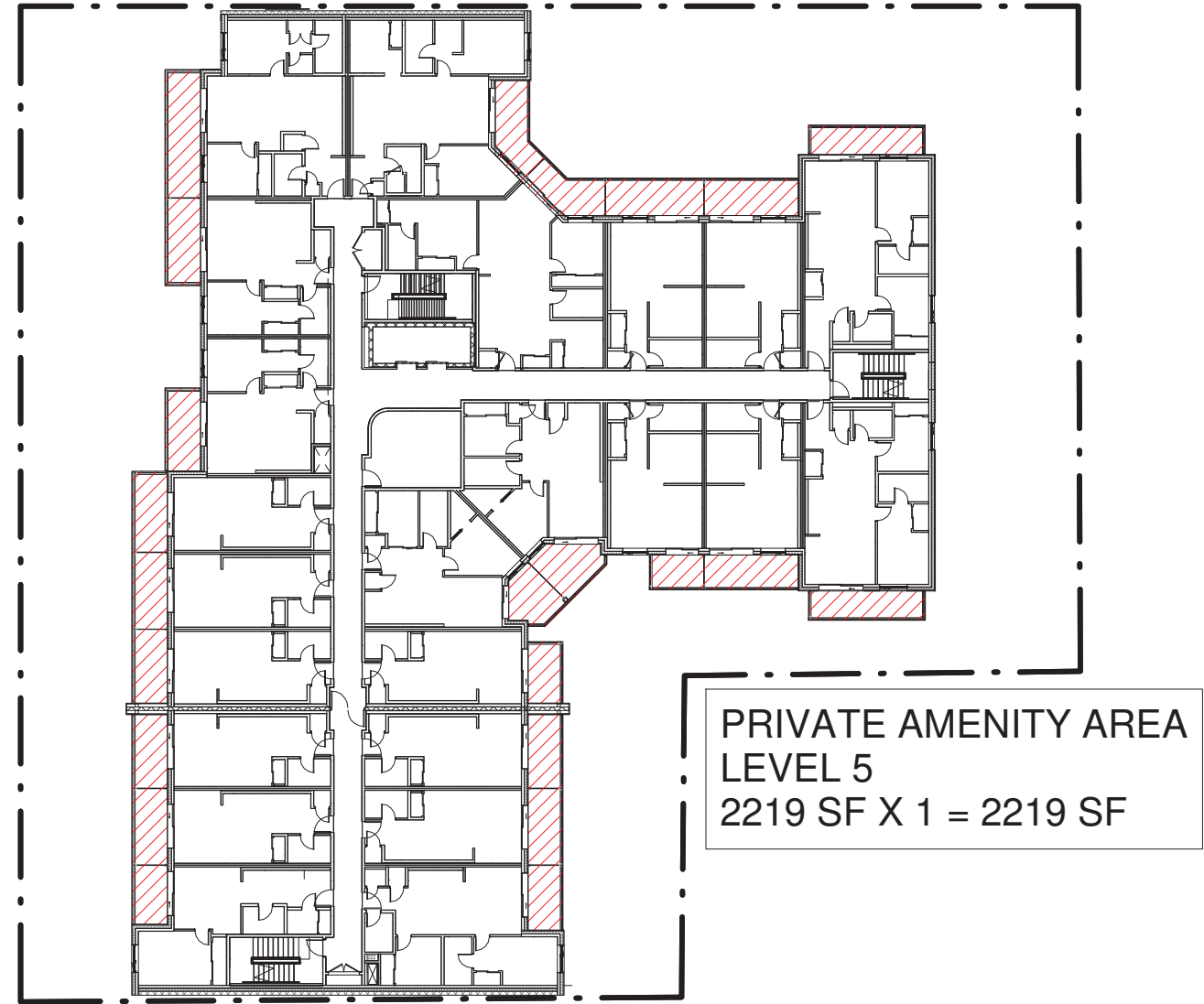
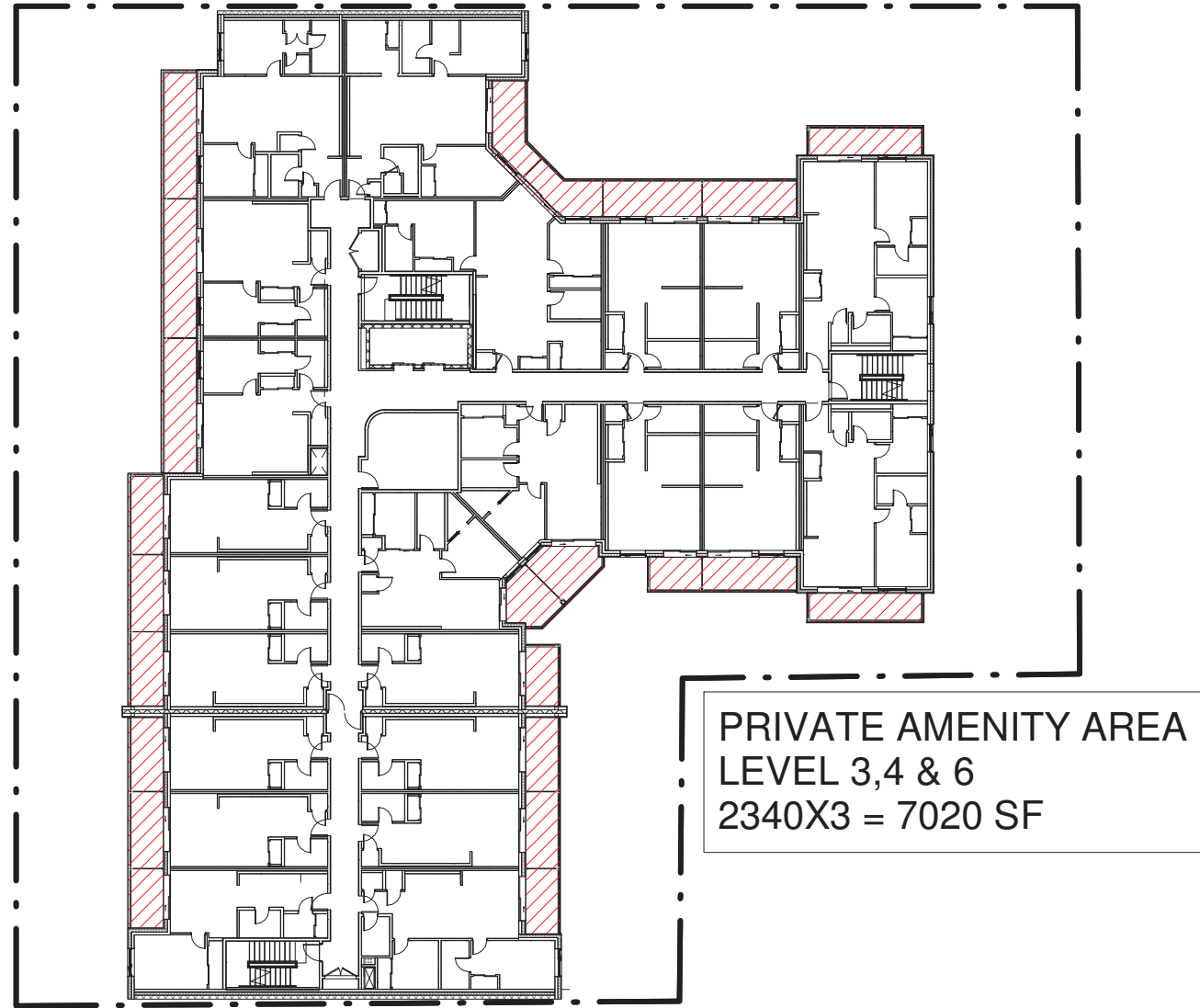
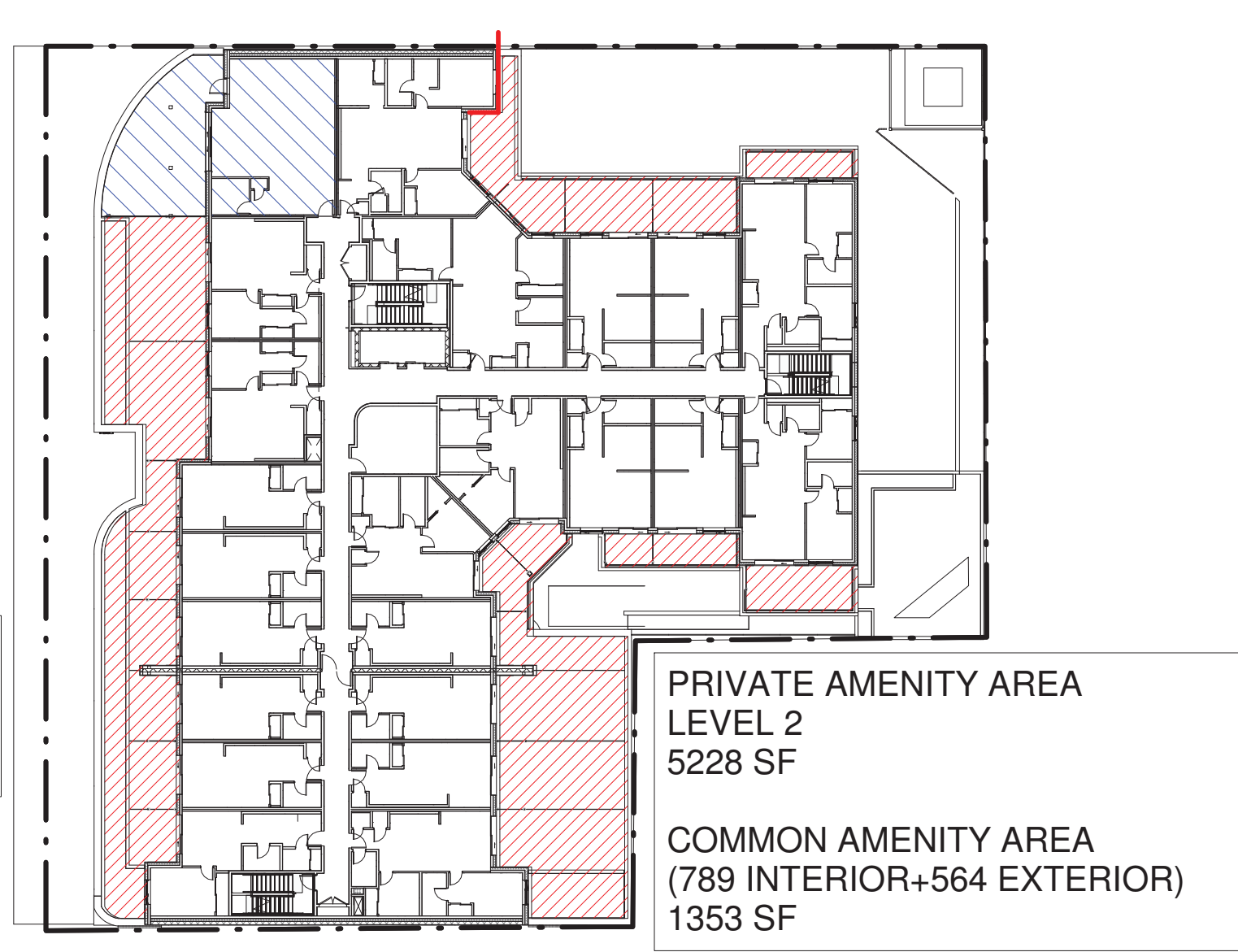
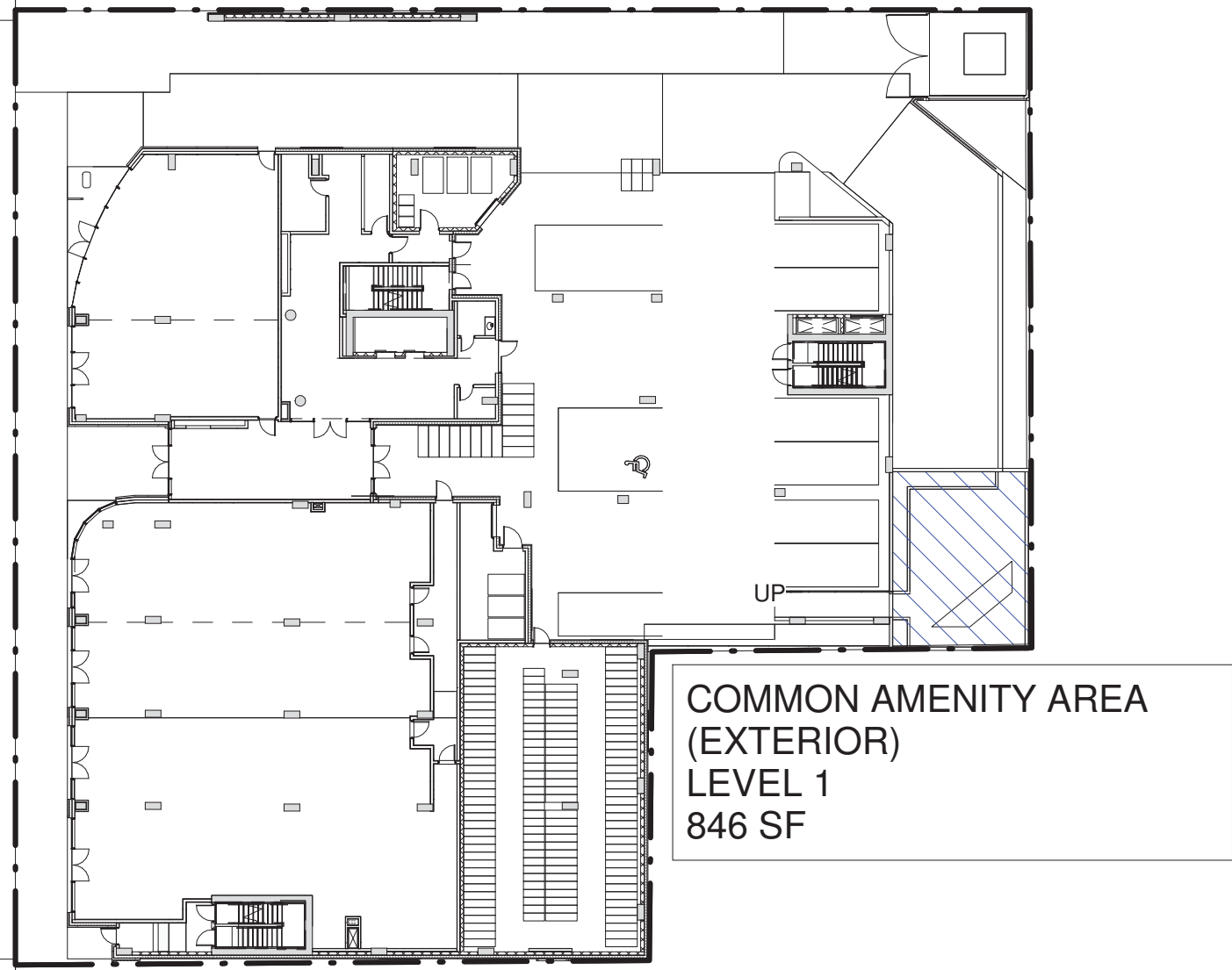
1/4" = 1'-0"

CHECKED

HB



COMMON & PRIVATE AMENITY  
AREA CALCULATION



PRIVATE AMENITY AREA

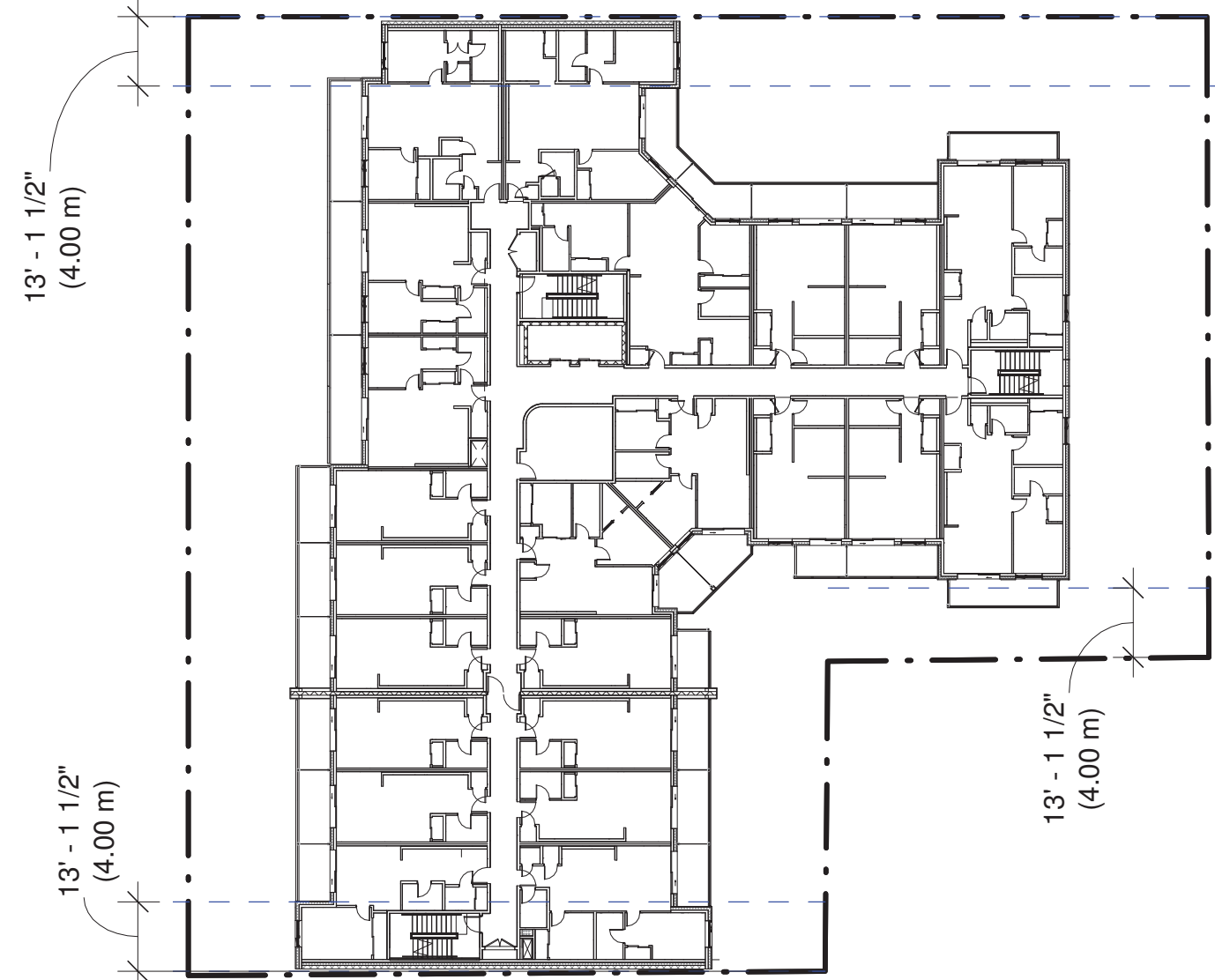
REQUIRED - 14,467 SF (1,344 SM)  
TOTAL PROVIDED - 14,467 SF (1,344 SM)

COMMON AMENITY AREA

REQUIRED - 4,908 SF (456 SM)  
TOTAL PROVIDED - 4,909 SF (456 SM)

SECTION 14.11 FOOTNOTE 11

SETBACK ABOVE  
16M HEIGHT STUDY



SECTION 14.11 FOOTNOTE 2

SCHEDULE

A

This forms part of application

# DP23-0038 DVP23-0039

Planner Initials

KB

City of Kelowna

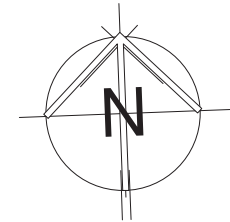
DEVELOPMENT PLANNING

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CLIENT

CENTRAL

PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

MISCELLANEOUS ZONING  
CALCULATIONS

SEAL



DRAWING NO. REVISION

X003

DATE 2022-11-21  
SCALE  
DRAWN AZ  
CHECKED HB



[illegible]

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CLIENT \_\_\_\_\_



PROJECT NO. 22523

PROJECT

**ONE SEVEN NINE**

**MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT**

155-179 Rutland Road, Kelowna, B.C.

DRAWING TITLE

NORTH ELEVATION

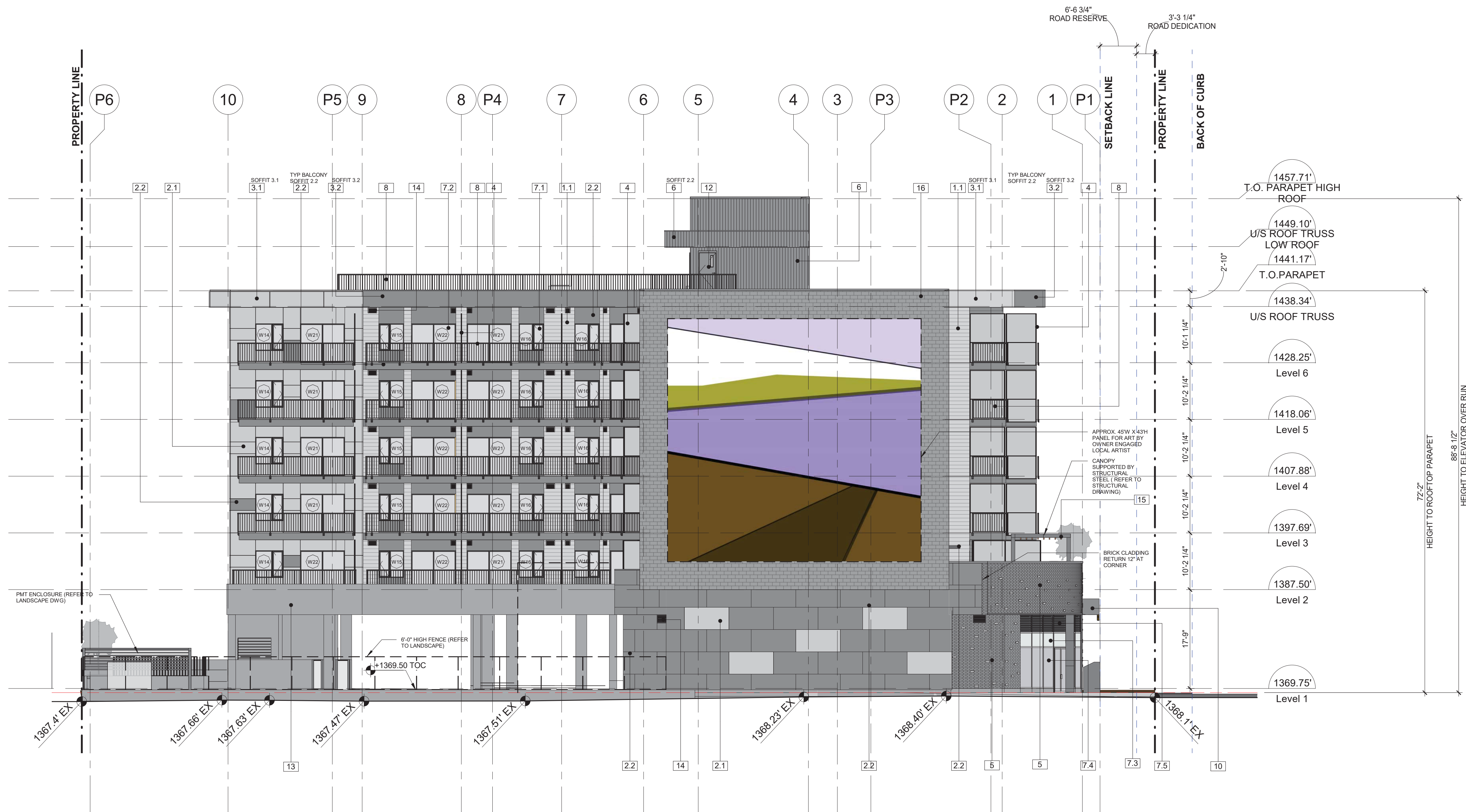
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DRAWING NO. \_\_\_\_\_ REVISION \_\_\_\_\_

# A401

DATE	DRAWN
2022-11-21	AZ
SCALE	CHECKED
3/32" = 1'-0"	HB



<b>ELEVATION KEYNOTE LEGEND</b>					
<b>ITEM</b>	<b>COLOUR/FINISH</b>	<b>ITEM</b>	<b>COLOUR/FINISH</b>	<b>ITEM</b>	<b>COLOUR/FINISH</b>
[1.1] ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	[7.1] VINYL WINDOW W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	[12] PAINTED METAL DOOR	TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR
[1.2] ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	[7.2] VINYL BALCONY DOOR W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	[13] EXPOSED CONCRETE	ELASTOMERIC PAINT (GREY)
[2.1] ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	[7.3] ALUMINUM CURTAIN WALL W/ OPAQUE SPANDREL GLASS	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: CHALK WHITE	[14] MECHANICAL ENCLOSURE/ LOUVERS	FRAME: TO MATCH ADJACENT FINISHES
[2.2] ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	[7.4] ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: WHITE LOW-E CLEAR	[15] PERGOLA WITH STEEL FRAME	FRAME: STEEL FRAME (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR) SOFFIT: ALUMINUM SLAT (COLOR TO MATCH FASTPLANK 'DARK FIR' OR SIMILAR)
[3.1] CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	[7.5] ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: BLACK LOW-E CLEAR	[16] SMOOTH EXPOSED CONCRETE BLOCK	COLOR: TO MATCH FASTPLANK 'CHARCOAL' & 'CADET GREY' OR SIMILAR
[3.2] CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	[8] METAL PICKET GUARDRAIL	FRAME: BLACK	[17] MECH. ENCLOSURE	ALUMINUM CLADDING (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR)
[4] ALUMINUM FRAME PRIVACY SCREEN	FRAME: BLACK PANEL: FROSTED GLASS, TEMPERED	[9] NOT USED			
[5] STANDARD FACE BRICK (2 TONE)	COLOUR: TO MATCH MUTUAL MATERIALS 'COAL CREEK' & 'DESERT WHITE' OR SIMILAR, PATTERN: 1/3 RUNNING BOND	[10] CANOPY FASCIA/SOFFIT	FASCIA: ALUMINUM PANEL (COLOR TO MATCH FASTPLANK 'CHARCOAL') SOFFIT: ALUMINUM SOFFIT 6" WIDE (COLOR: FASTPLANK 'DARK FIR' OR SIMILAR)		
[6] METAL CLADDING PANEL	COLOUR: TO MATCH VICWEST PAINT COLOUR – SIGNATURE (WESTERN) CHARCOAL 56072 (22GA) OR SIMILAR	[11] ALUMINUM OVERHEAD GARAGE DOOR	BLACK		



SCHEDULE B

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials KB



ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN  
600 - 355 Burrard Street  
Vancouver, BC V6C 2G8  
www.besharatfairs.com  
T 604 662 8544  
F 604 662 4060  
info@besharatfairs.com

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21
3	ISSUED FOR TENDER	2023-06-28

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CLIENT



PROJECT NO.

22523

PROJECT

ONE SEVEN NINE  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT

155-179 Rutland Road, Kelowna, B.C.

DRAWING TITLE

EAST ELEVATION

SEAL



DRAWING NO.

REVISION

A402

DATE

2022-11-21

DRAWN

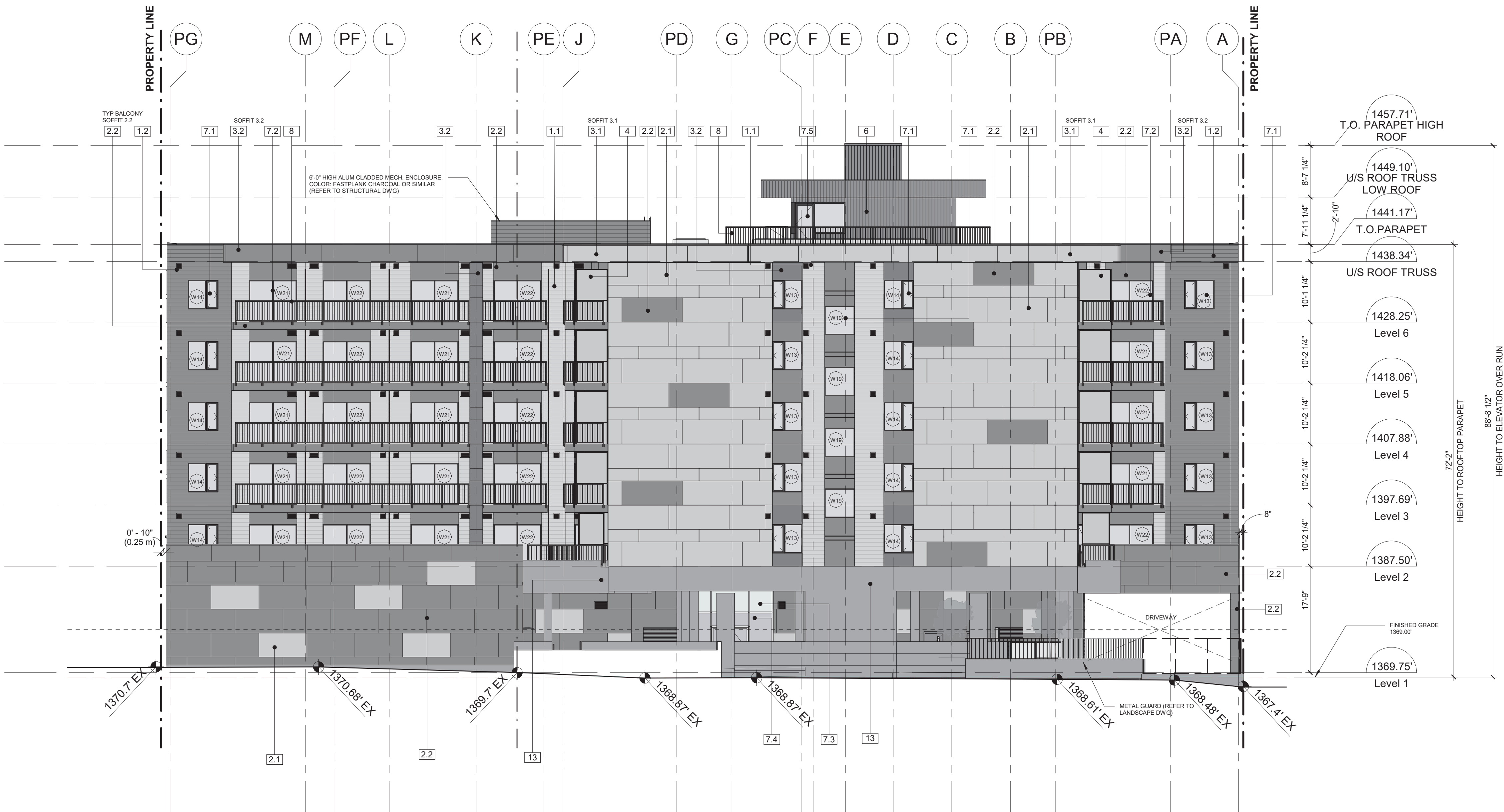
AZ

SCALE

3/32" = 1'-0"

CHECKED

HB



ELEVATION KEYNOTE LEGEND								
ITEM		COLOUR/FINISH	ITEM		COLOUR/FINISH	ITEM		COLOUR/FINISH
1.1	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.1	VINYL WINDOW W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	12	PAINTED METAL DOOR	TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR
1.2	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.2	VINYL BALCONY DOOR W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	13	EXPOSED CONCRETE	ELASTOMERIC PAINT (GREY)
2.1	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.3	ALUMINUM CURTAIN WALL W/ OPAQUE SPANDREL GLASS	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: CHALK WHITE	14	MECHANICAL ENCLOSURE/ LOUVERS	FRAME: TO MATCH ADJACENT FINISHES
2.2	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.4	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: LOW-E CLEAR	15	PERGOLA WITH STEEL FRAME	FRAME: STEEL FRAME (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR) SOFFIT: ALUMINUM SLAT (COLOR TO MATCH FASTPLANK 'DARK FIR' OR SIMILAR)
3.1	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.5	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: BLACK GLASS: LOW-E CLEAR			
3.2	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	8	METAL PICKET GUARDRAIL	FRAME: BLACK	16	SMOOTH EXPOSED CONCRETE BLOCK	COLOR: TO MATCH FASTPLANK 'CHARCOAL' & 'CADET GREY' OR SIMILAR
4	ALUMINUM FRAME PRIVACY SCREEN	FRAME: BLACK PANEL: FROSTED GLASS, TEMPERED	9	NOT USED		17	MECH. ENCLOSURE	ALUMINUM CLADDING (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR)
5	STANDARD FACE BRICK (2 TONE)	COLOUR: TO MATCH MUTUAL MATERIALS 'COAL CREEK' & 'DESERT WHITE' OR SIMILAR, PATTERN: 1/3 RUNNING BOND	10	CANOPY FASCIA/SOFFIT	FASCIA: ALUMINUM PANEL (COLOR TO MATCH FASTPLANK 'CHARCOAL') SOFFIT: ALUMINUM SOFFIT 6" WIDE (COLOR: FASTPLANK 'DARK FIR' OR SIMILAR)			
6	METAL CLADDING PANEL	COLOUR: TO MATCH VICWEST PAINT COLOUR – SIGNATURE (WESTERN) CHARCOAL 56072 (22GA) OR SIMILAR	11	ALUMINUM OVERHEAD GARAGE DOOR	BLACK			



NO.	DESCRIPTION	DATE
	ISSUED FOR REZONING & DP	2022-11-21
	REISSUED FOR REZONING & DP	2023-02-21
	ISSUED FOR TENDER	2023-08-28

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**ARLINGTON** <sup>ST</sup>  
**GROUP**

22523

**ONE SEVEN NINE**  
USE COMMERCIAL AND  
MENTAL RESIDENTIAL  
DEVELOPMENT

79 Rutland Road, Kelowna, B.C.

SOUTH ELEVATION

SEAL



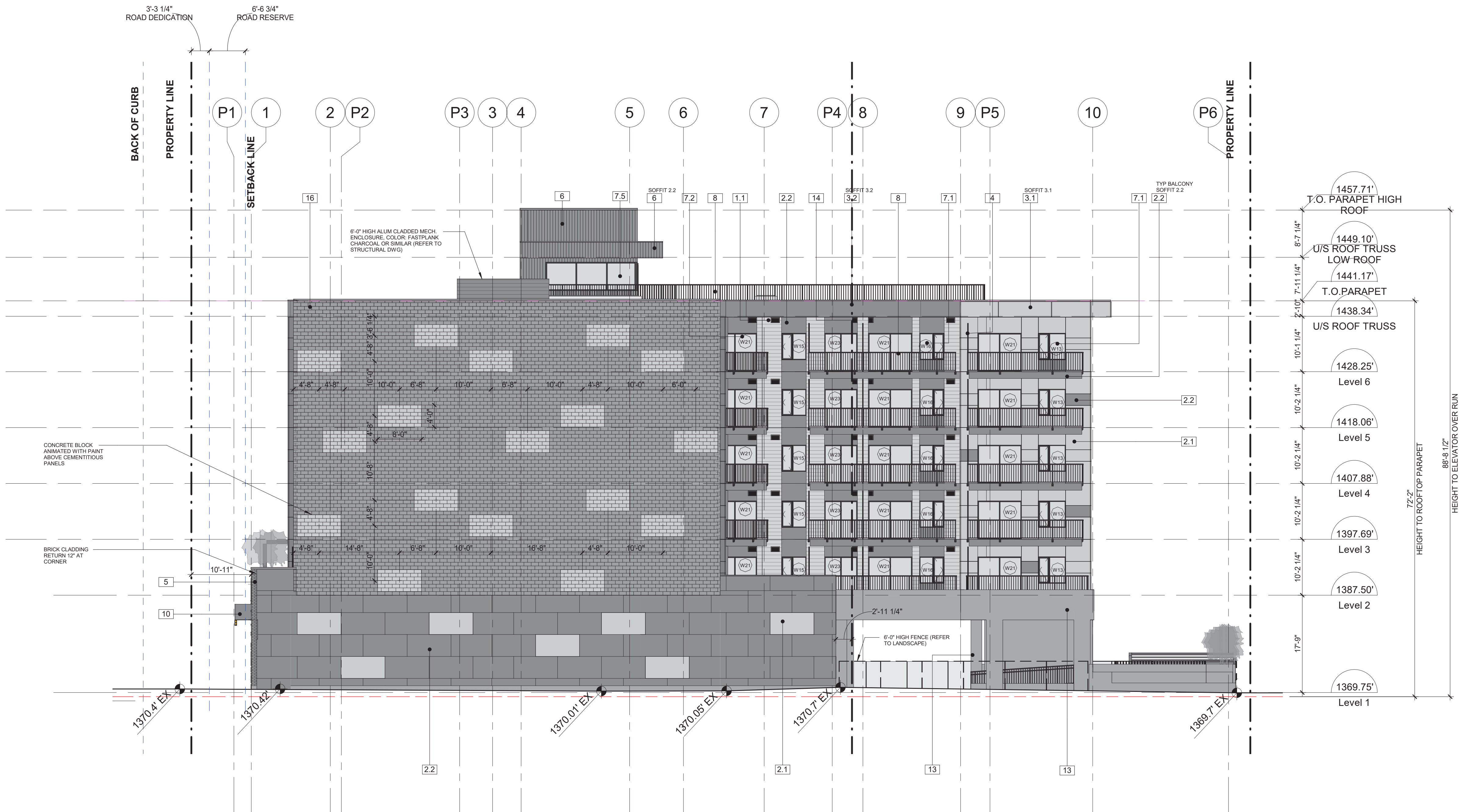
REVISION

A403

DRAWN

CHECKED

HB



ELEVATION KEYNOTE LEGEND							
ITEM		COLOUR/FINISH	ITEM	COLOUR/FINISH	ITEM	COLOUR/FINISH	
1.1	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.1	VINYL WINDOW W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	12	PAINTED METAL DOOR  TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR
1.2	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.2	VINYL BALCONY DOOR W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	13	EXPOSED CONCRETE  ELASTOMERIC PAINT (GREY)
2.1	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.3	ALUMINUM CURTAIN WALL W/ OPAQUE SPANDREL GLASS	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: CHALK WHITE	14	MECHANICAL ENCLOSURE/ LOUVERS  FRAME: TO MATCH ADJACENT FINISHES
2.2	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.4	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: LOW-E CLEAR	15	PERGOLA WITH STEEL FRAME  FRAME: STEEL FRAME (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR) SOFFIT: ALUMINUM SLAT (COLOR TO MATCH FASTPLANK 'DARK FIR' OR SIMILAR)
3.1	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.5	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: BLACK GLASS: LOW-E CLEAR		
3.2	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	8	METAL PICKET GUARDRAIL	FRAME: BLACK	16	SMOOTH EXPOSED CONCRETE BLOCK  COLOR: TO MATCH FASTPLANK 'CHARCOAL' & 'CADET GREY' OR SIMILAR
4	ALUMINUM FRAME PRIVACY SCREEN	FRAME: BLACK PANEL: FROSTED GLASS, TEMPERED	9	NOT USED		17	MECH. ENCLOSURE  ALUMINUM CLADDING (COLOR TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR)
5	STANDARD FACE BRICK (2 TONE)	COLOUR: TO MATCH MUTUAL MATERIALS 'COAL CREEK' & 'DESERT WHITE' OR SIMILAR, PATTERN: 1/3 RUNNING BOND	10	CANOPY FASCIA/SOFFIT	FASCIA: ALUMINUM PANEL (COLOR TO MATCH FASTPLANK 'CHARCOAL') SOFFIT: ALUMINUM SOFFIT 6" WIDE (COLOR: FASTPLANK 'DARK FIR' OR SIMILAR)		
6	METAL CLADDING PANEL	COLOUR: TO MATCH VICWEST PAINT COLOUR – SIGNATURE (WESTERN) CHARCOAL 56072 (22GA) OR SIMILAR	11	ALUMINUM OVERHEAD GARAGE DOOR	BLACK		



SCHEDULE B

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials KB

City of  
Kelowna  
DEVELOPMENT PLANNING



bfa studio  
architects

ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN

600 - 355 Burrard Street  
Vancouver, BC V6C 2G8  
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F 604 662 4060  
info@besharatfairs.com

NO.	DESCRIPTION	DATE
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2	REISSUED FOR REZONING & DP	2023-02-21
3	ISSUED FOR TENDER	2023-06-28

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CLIENT

ARLINGTON GROUP

PROJECT NO.

22523

PROJECT

ONE SEVEN NINE  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT

155-179 Rutland Road, Kelowna, B.C.

DRAWING TITLE

WEST ELEVATION

SEAL



DRAWING NO.

REVISION

A404

DATE

2022-11-21

DRAWN

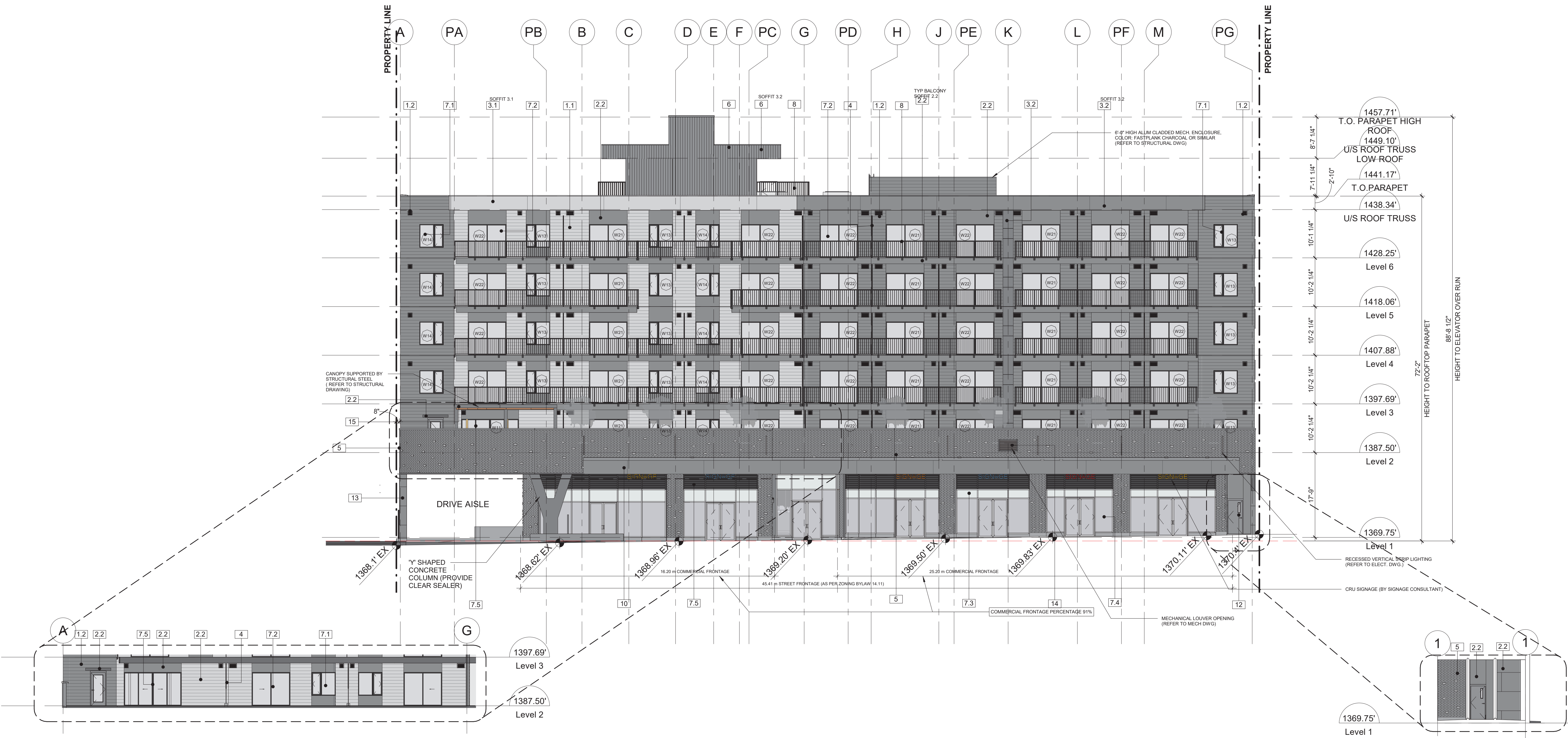
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SCALE

3/32" = 1'-0"

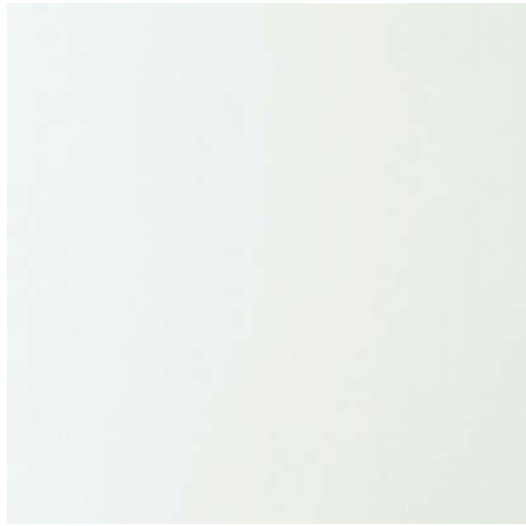
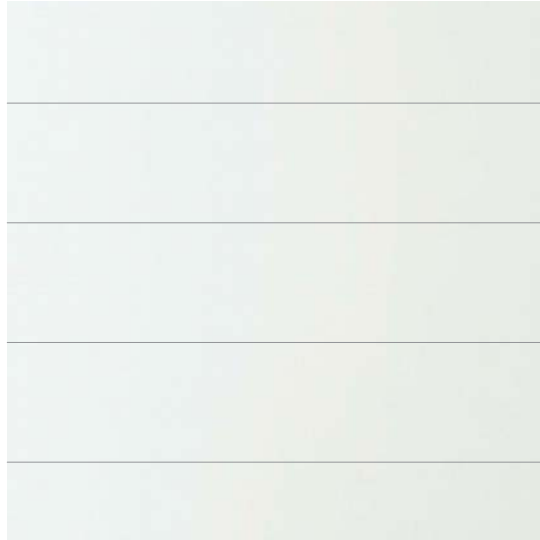

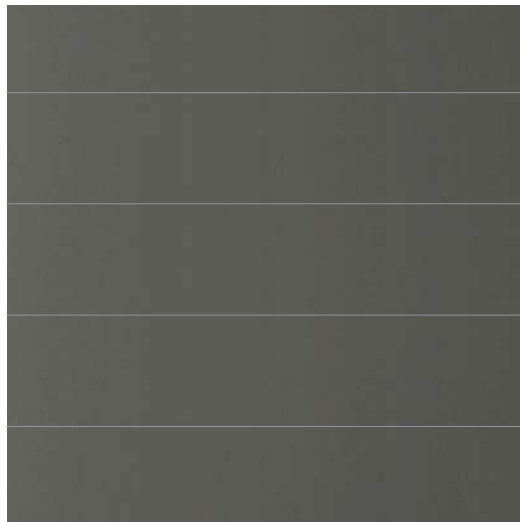

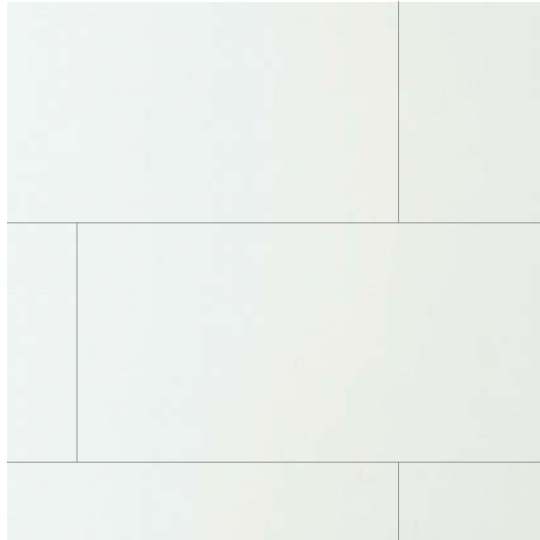


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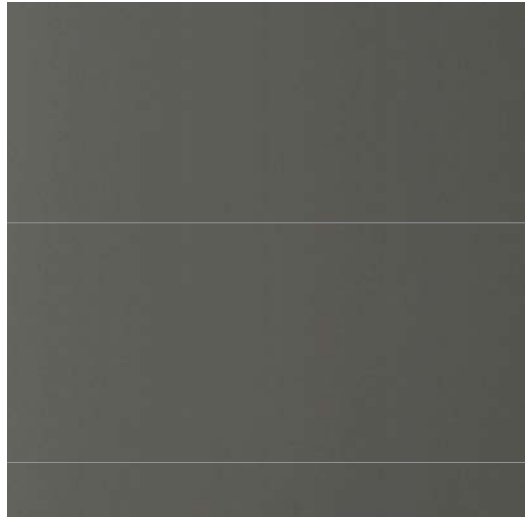
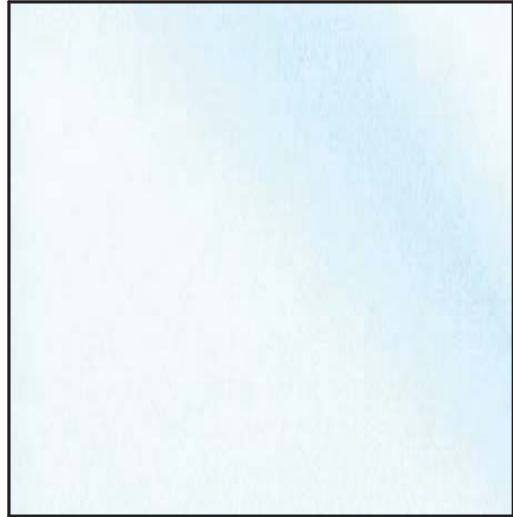


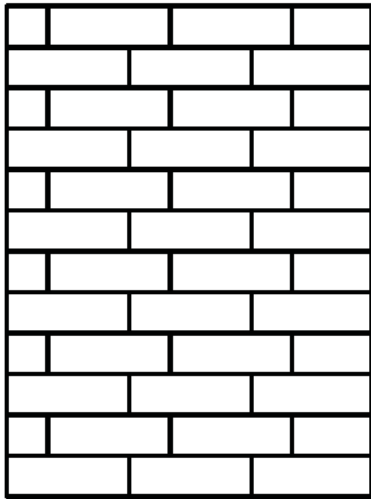
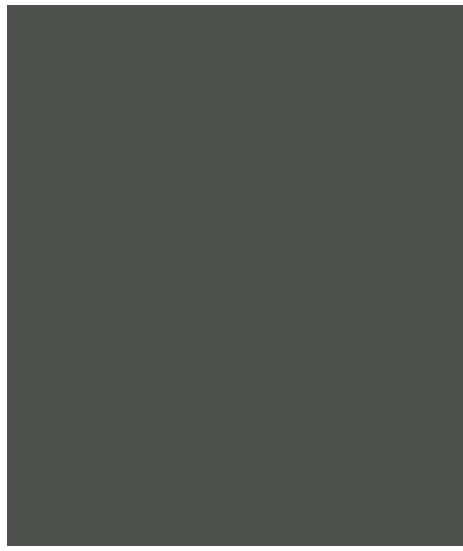
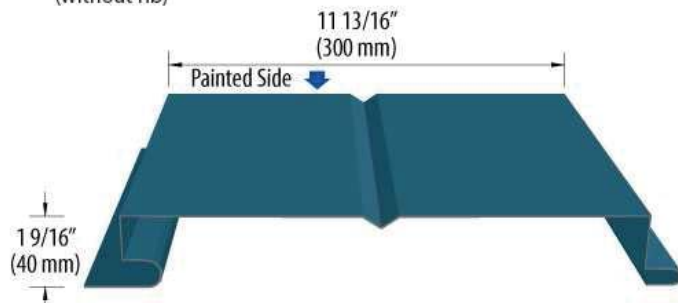
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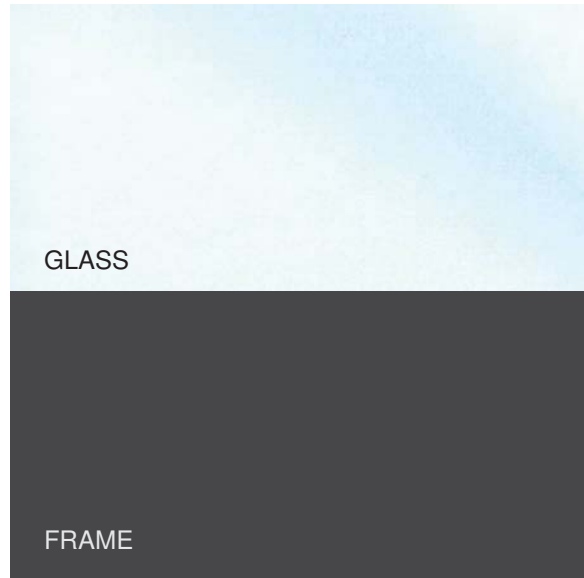



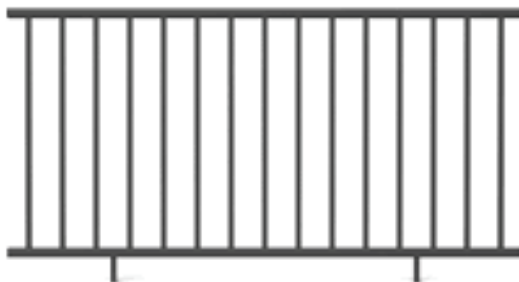

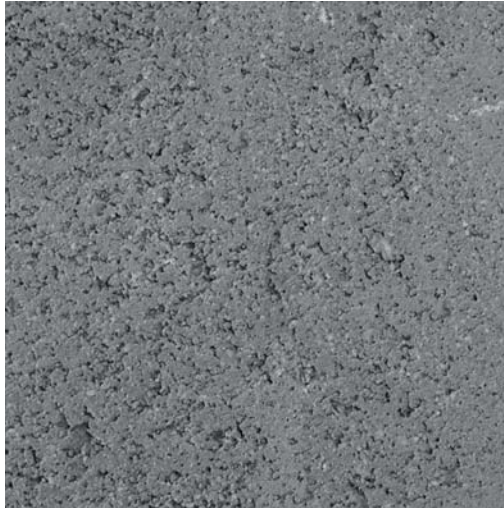


ELEVATION KEYNOTE LEGEND					
ITEM	COLOUR/FINISH		ITEM	COLOUR/FINISH	
1.1	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.1	VINYL WINDOW W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR
1.2	ALUMINUM PLANK SIDING (6" WIDE)	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.2	VINYL BALCONY DOOR W/ TRIPLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR
2.1	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.3	ALUMINUM CURTAIN WALL W/ OPAQUE SPANDREL GLASS	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: CHALK WHITE
2.2	ALUMINUM CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	7.4	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: LOW-E CLEAR
3.1	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CADET GREY' OR SIMILAR FINISH: SMOOTH	7.5	ALUMINUM CURTAIN WALL W/ TRIPLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: BLACK GLASS: LOW-E CLEAR
3.2	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH FASTPLANK 'CHARCOAL' OR SIMILAR FINISH: SMOOTH	8	METAL PICKET GUARDRAIL	FRAME: BLACK
4	ALUMINUM FRAME PRIVACY SCREEN	FRAME: BLACK PANEL: FROSTED GLASS, TEMPERED	9	NOT USED	
5	STANDARD FACE BRICK (2 TONE)	COLOUR: TO MATCH MUTUAL MATERIALS 'COAL CREEK' & 'DESERT WHITE' OR SIMILAR, PATTERN: 1/3 RUNNING BOND	10	CANOPY FASCIA/SOFFIT	FASCIA: ALUMINUM PANEL (COLOR TO MATCH FASTPLANK 'CHARCOAL') SOFFIT: ALUMINUM SOFFIT 6" WIDE (COLOR: FASTPLANK 'DARK FIR' OR SIMILAR)
6	METAL CLADDING PANEL	COLOUR: TO MATCH VICWEST PAINT COLOUR - SIGNATURE (WESTERN) CHARCOAL 56072 (22GA) OR SIMILAR	11	ALUMINUM OVERHEAD GARAGE DOOR	BLACK



ITEM	COLOUR FINISH / IMAGE	SYSTEM / PATTERN
1	<div>1.1</div> 	
	<div>1.2</div> 	
2	<div>2.1</div> 	
	<div>2.2</div> 	

ITEM	COLOUR FINISH / IMAGE	SYSTEM
3		
4		
5		
6		<p>AD200-R Shown (Also available in AD200-SR) (without ribs)</p>  <p>11 13/16" (300 mm)</p> <p>1 9/16" (40 mm)</p> <p>Painted Side</p>

ITEM	COLOUR FINISH / IMAGE	SYSTEM
7.1 & 7.2		
7.3, 7.4 & 7.5		
8		
16		

ELEVATION KEYNOTE LEGEND							
ITEM		COLOUR/FINISH	ITEM	COLOUR/FINISH	ITEM	COLOUR/FINISH	
1.1	CEMENTITIOUS LAP SIDING (7" WIDE)	COLOUR: TO MATCH HARDIEPLANK 'ARCTIC WHITE' OR SIMILAR FINISH: SMOOTH	7.2	VINYL BALCONY DOOR W/ DOUBLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	13	EXPOSED CONCRETE WITH CLEAR SEALER
1.2	CEMENTITIOUS LAP SIDING (7" WIDE)	COLOUR: TO MATCH HARDIEPLANK 'IRON GRAY' OR SIMILAR FINISH: SMOOTH	7.3	ALUMINUM CURTAIN WALL W/ OPAQUE SPANDREL GLASS	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: CHALK WHITE	14	MECHANICAL ENCLOSURE/ LOUVERS
2.1	CEMENTITIOUS CLADDING PANEL (2 TONE)	COLOUR: TO MATCH HARDIE TEXTURED PANEL 'ARCTIC WHITE' & 'STABLE GRAY' OR SIMILAR; FINISH: SMOOTH	7.4	ALUMINUM CURTAIN WALL W/ DOUBLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: WHITE GLASS: LOW-E CLEAR	15	TIMBER PERGOLA WITH STEEL FRAME
2.2	CEMENTITIOUS CLADDING PANEL (2 TONE)	COLOUR: TO MATCH HARDIE TEXTURED PANEL 'STABLE GRAY' & 'IRON GRAY' OR SIMILAR; FINISH: SMOOTH	7.5	ALUMINUM CURTAIN WALL W/ DOUBLE GLAZING	FRAME: ANODIZED ALUMINUM; COLOR: BLACK GLASS: LOW-E CLEAR	16	SMOOTH EXPOSED CONCRETE BLOCK
3	CEMENTITIOUS CLADDING PANEL	COLOUR: TO MATCH HARDIEPLANK 'IRON GRAY' OR SIMILAR FINISH: SMOOTH	8	METAL PICKET FENCE RAILING	FRAME: TO MATCH VINYL DOOR / WINDOW FRAME		
4	ALUMINUM FRAME PRIVACY SCREEN	FRAME: BLACK PANEL: FROSTED GLASS	9	ALUMINUM FRAME GUARD W/ SAFETY GLASS	FRAME: TO MATCH STARLINE 'KENDALL CHARCOAL' OR SIMILAR GLASS: TEMPERED, CLEAR		
5	STANDARD FACE BRICK (2 TONE)	COLOUR: TO MATCH MUTUAL MATERIALS 'COAL CREEK' & 'DESERT WHITE' OR SIMILAR, PATTERN: 1/3 RUNNING BOND	10	METAL CANOPY WITH STEEL FRAME	FASCIA: ALUMINUM PANEL (COLOR TO MATCH CURTAIN WALL FRAME) SOFFIT: WOOD SLAT (FIR), 2" WIDE		
6	METAL CLADDING PANEL	COLOUR: TO MATCH VICWEST PAINT COLOUR – SIGNATURE (WESTERN) CHARCOAL 56072 (22GA) OR SIMILAR	11	ALUMINUM OVERHEAD GARAGE DOOR	BLACK		
7.1	VINYL WINDOW W/ DOUBLE GLAZING	FRAME: BLACK GLASS: TEMPERED, CLEAR	12	PAINTED METAL DOOR	TO MATCH MUTUAL MATERIALS BRICK COLOUR 'COAL CREEK'		

**ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN**

600 - 355 Burrard Street T 604 662 8544  
Vancouver, BC V6C 2G8 F 604 662 4060  
www.besharatfriars.com info@besharatfriars.com

[illegible]

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<b>SCHEDULE</b>		<b>B</b>
This forms part of application		
#	DP23-0038 DVP23-0039	
Planner Initials	KB	 <b>City of Kelowna</b> DEVELOPMENT PLANNING

CLIENT \_\_\_\_\_

# CENTRAL

PROJECT NO. \_\_\_\_\_

22523

PROJECT \_\_\_\_\_

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

## ELEVATION MATERIAL LEGEND

SEAL



DRAWING NO.	REVISION
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REVISION

# A400

DATE	DRAWN
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2022-11-21 A7

DRAWN




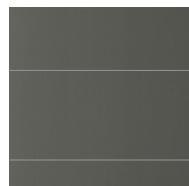





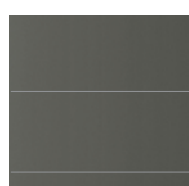



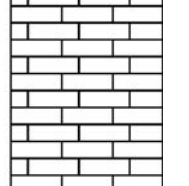

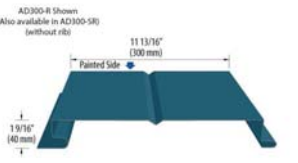


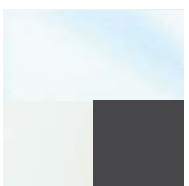

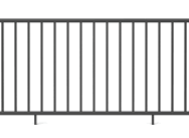

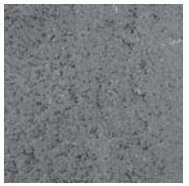

A7

SCALE \_\_\_\_\_ CHECKED \_\_\_\_\_

CHECKED \_\_\_\_\_

ID: A67890



ITEM	COLOUR FINISH/ IMAGE	SYSTEM
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	1.2 	
2	2.1 	
	2.2 	
3		
4		
5		
6		
7.1 & 7.2		
7.3, 7.4 & 7.5		
8		
16		



REFER TO ELEVATIONS FOR DETAILS

**GENERAL NOTE**  
1. 3D PERSPECTIVES ARE APPROXIMATE ILLUSTRATION OF BUILDINGS, REFER TO DETAILED DRAWINGS

**bfa** studio  
architects

ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN  
600 - 355 Burrard Street Vancouver, BC V6C 2G8  
T 604 662 8544 F 604 662 4060  
www.besharatfairs.com info@besharatfairs.com

REVISIONS	NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP		2022-11-21
2	REISSUED FOR REZONING & DP		2023-02-21

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**SCHEDULE** **B**

This forms part of application  
# DP23-0038 DVP23-0039

Planner Initials **KB**

City of Kelowna  
DEVELOPMENT PLANNING

CLIENT

**CENTRAL**

PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT  
155-179 Rutland Road, Kelowna, B.C.

DRAWING TITLE

3D VIEWS WITH MATERIAL LEGEND

SEAL



DRAWING NO. REVISION

**A405**

DATE 2022-11-21  
SCALE  
DRAWN AZ  
CHECKED HB







REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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CLIENT

CENTRAL

PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

SECTION A-A

SEAL



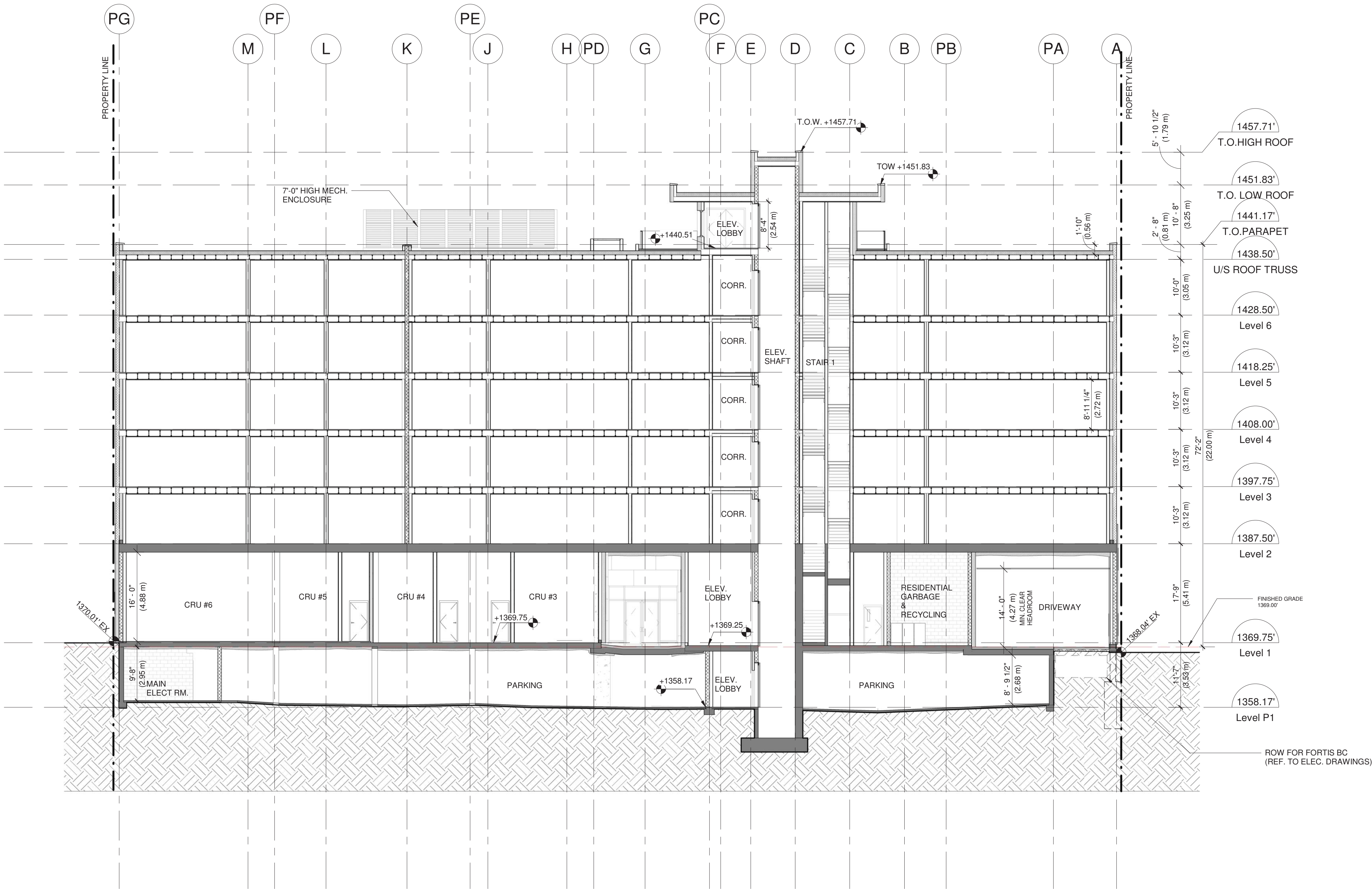
DRAWING NO. REVISION

A500

DATE	DRAWN
2022-11-21	AZ
SCALE	CHECKED
3/32" = 1'-0"	HB

- GENERAL NOTES
1.

REQUIRED MINIMUM BUILDING ELEVATION (MBE) ACCORDING TO CITY OF KELOWNA BYLAW IS 343.66m. PROPOSED ELEVATION OF THE LOWEST FLOOR SLAB IS 412.59m





[illegible]

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CLIENT

**CENTRAL**

PROJECT NO. 22523

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PROJECT

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

---

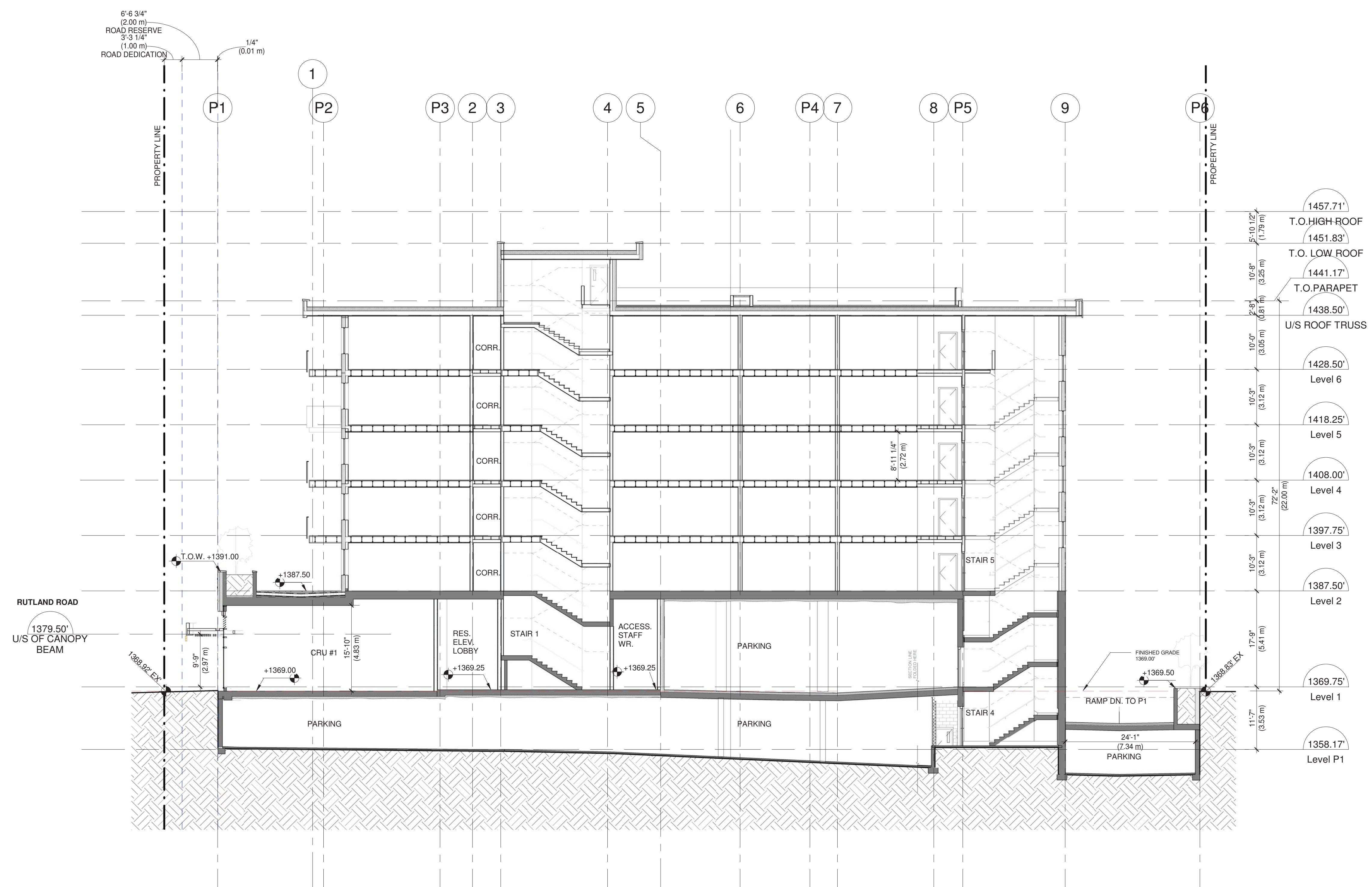
SEAL



DRAWING NO.	REVISION
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# A501

DATE	DRAWN
2022-11-21	AZ
SCALE	CHECKED
3/32" = 1'-0"	HB



GENERAL NOTES	
1.	REQUIRED MINIMUM BUILDING ELEVATION (MBE) ACCORDING TO CITY OF KELOWNA BYLAW IS 343.66m. PROPOSED ELEVATION OF THE LOWEST FLOOR SLAB IS 412.59m



2 REISSUED FOR REZONING & DP 2023-02-21

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CLIENT \_\_\_\_\_

# CENTRAL

PROJECT NO. \_\_\_\_\_

22523

PROJECT

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

SECTION C-C

SEAL



DRAWING NO.	REVISION
-------------	----------

# A502

DATE	DRAWN
------	-------

2022-11-21      AZ

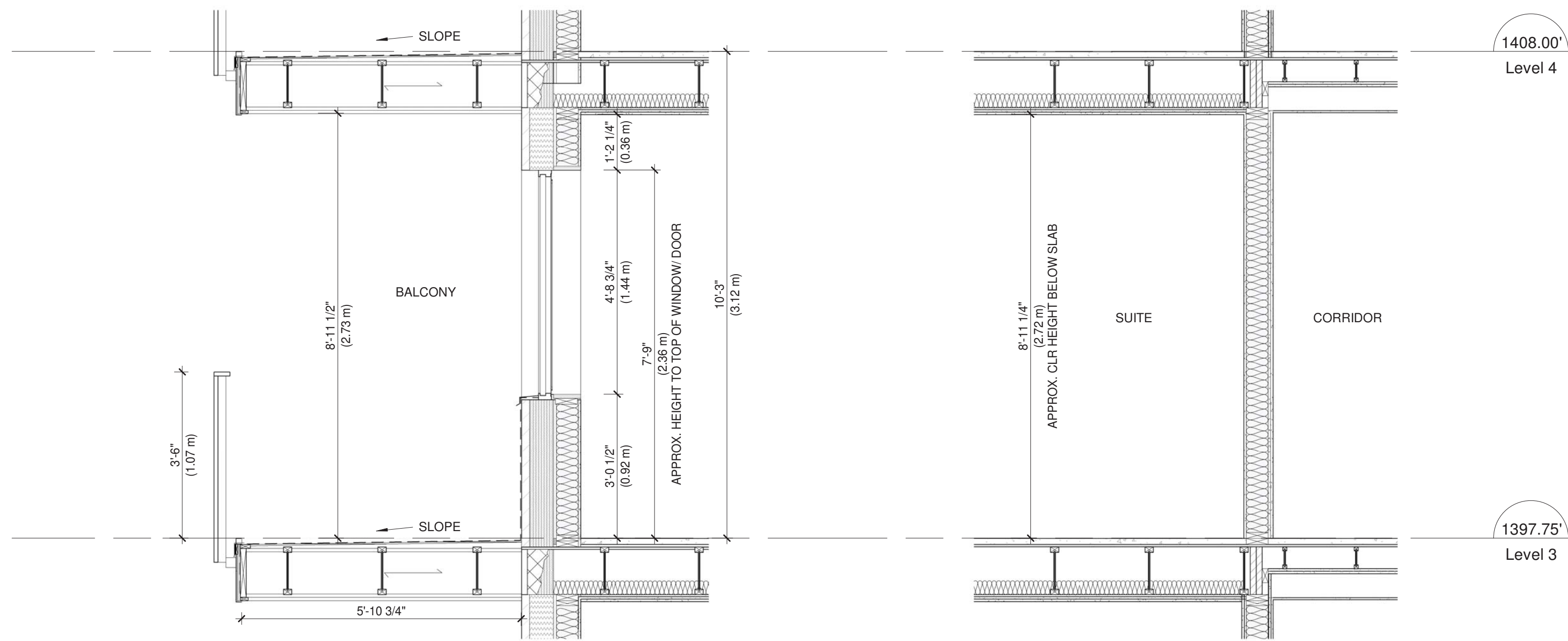
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3/22" 1' 0" HR

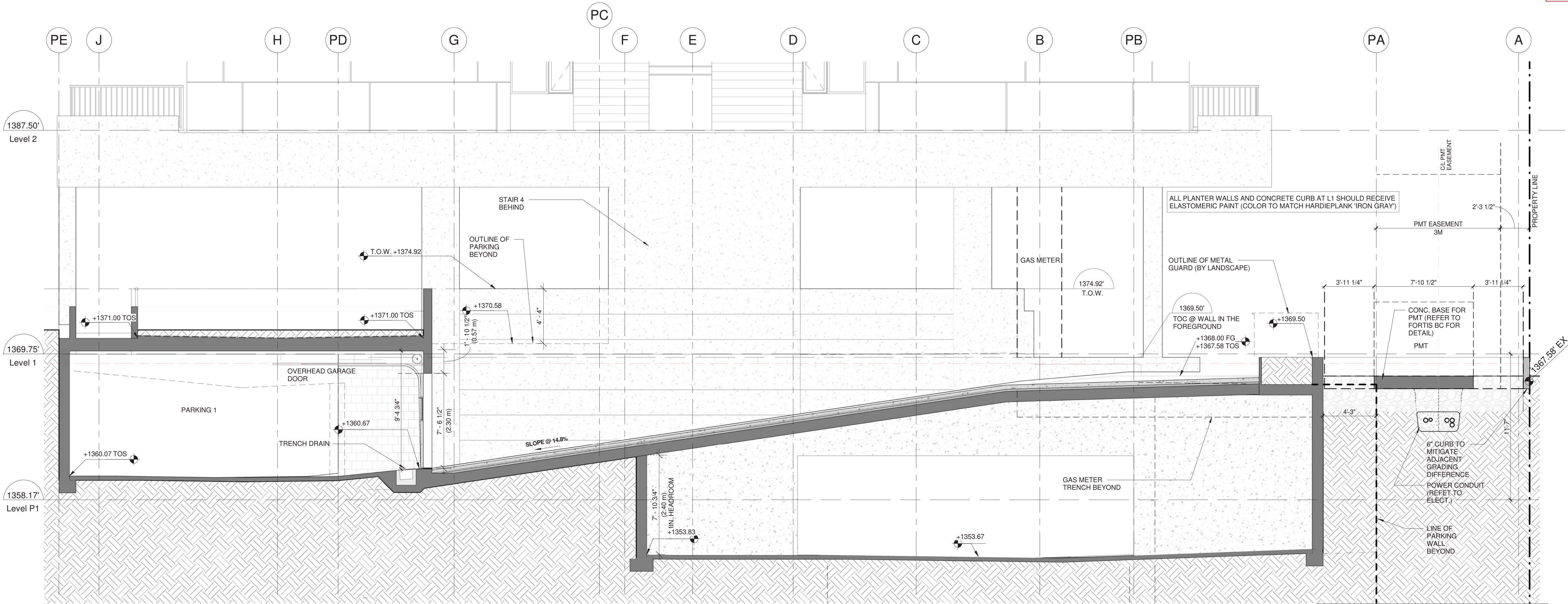
## GENERAL NOTES

1. REQUIRED MINIMUM BUILDING ELEVATION (MBE) ACCORDING TO CITY OF KELOWNA BYLAW IS 343.66m. PROPOSED ELEVATION OF THE LOWEST FLOOR SLAB IS 412.59m





1 TYPICAL SUITE SECTION  
1/2" = 1'-0"



2 WALL SECTION - ENTRY RAMP  
1/4" = 1'-0"

GENERAL NOTES  
1. CEILING DROPS ARE APPROXIMATE AND MAY BE ADJUSTED DURING WORKING DRAWINGS BASED ON MECHANICAL CONSULTANT'S DWG

NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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SCHEDULE B  
This forms part of application  
# DP23-0038 DVP23-0039  
Planner Initials KB  
City of Kelowna DEVELOPMENT PLANNING

CLIENT

CENTRAL

PROJECT NO. 22523

PROJECT MIXED USE COMMERCIAL AND RENTAL RESIDENTIAL DEVELOPMENT  
155-179 Rutland Road, Kelowna, B.C.

DRAWING TITLE

PARTIAL SECTIONS

SEAL



DRAWING NO. REVISION

A504

DATE 2022-11-21  
SCALE  
DRAWN CMV/AZ  
CHECKED HB



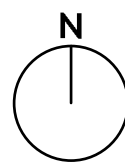
**SCHEDULE**

C

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials

KB



PROJECT TITLE

**155-179 RUTLAND ROAD  
MIXED-USE**

Kelowna, BC

DRAWING TITLE

**OVERALL SITE PLAN  
1, 2, 6 FLOORS**

ISSUED FOR / REVISION

7	20.05.24	Development Permit Revision
8	22.09.09	Development Permit Revision
9	22.11.08	Development Permit Revision
10	22.11.14	Rezoning and Development Permit
11	23.02.21	Reissued for Rezoning and DP

PROJECT NO. 21-086  
DESIGN BY KM  
DRAWN BY MC  
CHECKED BY FB  
DATE FEB. 21, 2023  
SCALE 1:150  
PAGE SIZE 24"x36"

SEAL



DRAWING NUMBER

**L1/5**

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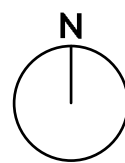




**SCHEDULE C**

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials KB



PROJECT TITLE

**155-179 RUTLAND ROAD  
MIXED-USE**

Kelowna, BC

DRAWING TITLE

**CONCEPTUAL  
LANDSCAPE PLAN**

ISSUED FOR / REVISION

7	20.05.24	Development Permit Revision
8	22.09.09	Development Permit Revision
9	22.11.08	Development Permit Revision
10	22.11.14	Rezoning and Development Permit
11	23.02.21	Reissued for Rezoning and DP

PROJECT NO. 21-086

DESIGN BY KM

DRAWN BY MC

CHECKED BY FB

DATE FEB. 21, 2023

SCALE 1:150

PAGE SIZE 24"x36"

SEAL

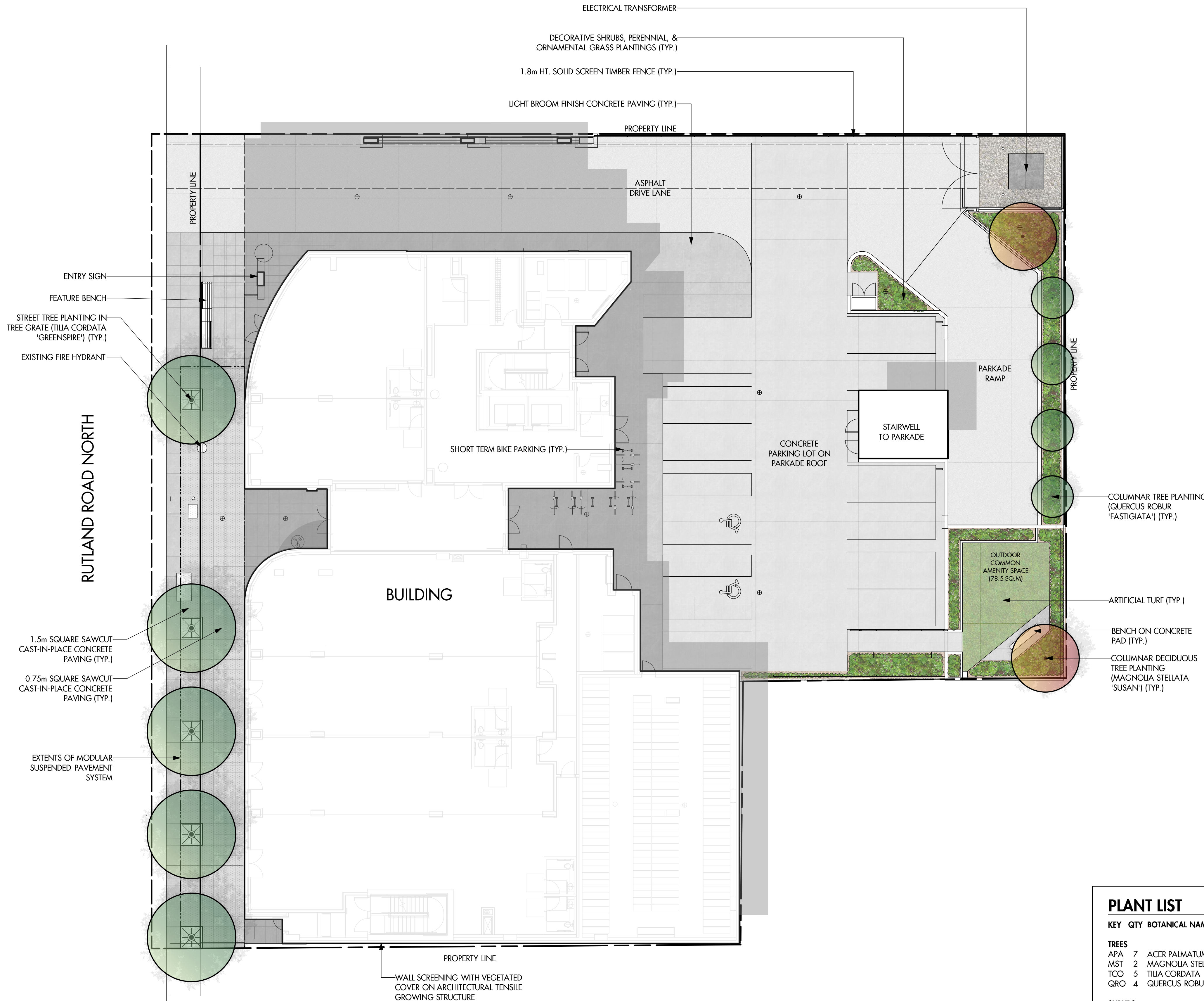


DRAWING NUMBER

**L2/5**

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**NOTES**

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CNLA STANDARDS. ALL OFFSITE 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 DEPTH BLACK 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.
5. 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**

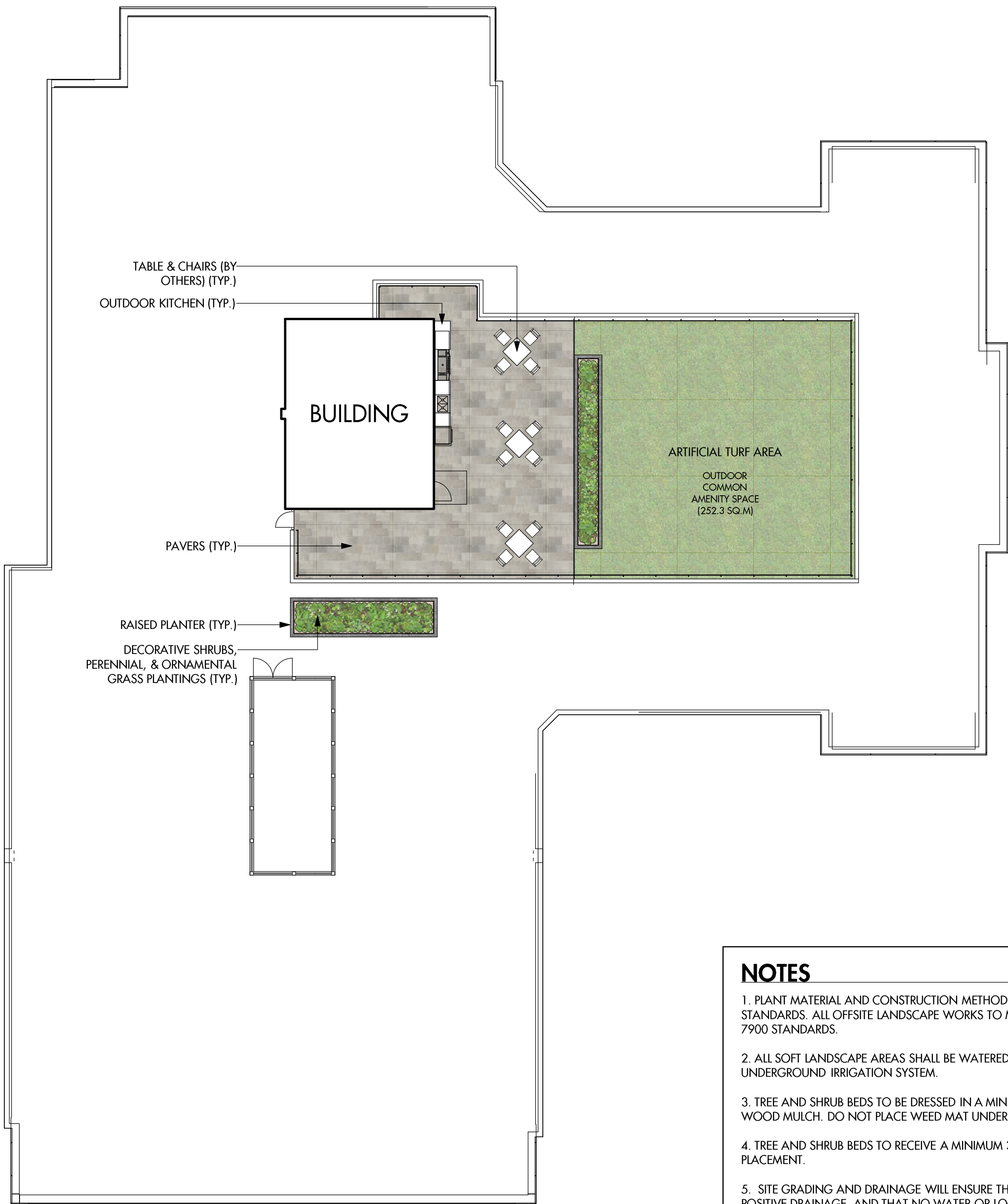
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/SPACING & REMARKS
<b>TREES</b>				
APA	7	ACER PALMATUM 'SANGO KAKU'	CORAL BARK JAPANESE MAPLE	3cm CAL.
MST	2	MAGNOLIA STELLATA 'SUSAN'	SUSAN MAGNOLIA	6cm CAL.
TCO	5	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	6cm CAL.
QRO	4	QUERCUS ROBUR 'FASTIGIATA'	PYRAMIDAL ENGLISH OAK	4cm CAL.
<b>SHRUBS</b>				
BUX	52	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	#02 CONT. /0.75M O.C. SPACING
CSA	9	CORNUS SANGUINEA 'WINTER BEAUTY'	BLOOD TWIG DOGWOOD	#02 CONT. /1.8M O.C. SPACING
EAL	13	EUCONYMUS ALATUS 'COMPACTA'	DWARF WINGED BURNING BUSH	#02 CONT. /1.5M O.C. SPACING
HMA	9	HYDRANGEA MACROPHYLLA 'SWEET N' SALSA'	SWEET N' SALSA HYDRANGEA	#02 CONT. /1.8M O.C. SPACING
<b>PERENNIALS, GRASSES, GROUNDCOVERS &amp; VINES</b>				
CVE	25	COREOPSIS VERTICILLATA 'MOONBEAM'	MOONBEAM THREADLEAF COREOPSIS	#01 CONT. /0.9M O.C. SPACING
HOS	12	HOSTA 'NORTHERN EXPOSURE'	NORTHERN EXPOSURE HOSTA	#01 CONT. /1.5M O.C. SPACING
PAL	12	PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	#01 CONT. /1.5M O.C. SPACING
PQU	12	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	#01 CONT. /1.5M O.C. SPACING
PQU	8	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	#01 CONT. /1.2M O.C. SPACING
SNE	20	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	#01 CONT. /0.9M O.C. SPACING

LEVEL 1 - LANDSCAPE PLAN





LEVEL 2 - LANDSCAPE PLAN



LEVEL 6 - LANDSCAPE PLAN

NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CNLA STANDARDS. ALL OFFSITE 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 DEPTH BLACK 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.
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PLANT LIST

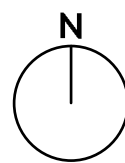
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<strong>TREES</strong>				
APA	7	ACER PALMATUM 'SANGO KAKU'	CORAL BARK JAPANESE MAPLE	3cm CAL.
MST	2	MAGNOLIA STELLATA 'SUSAN'	SUSAN MAGNOLIA	6cm CAL.
TCO	5	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	6cm CAL.
QRO	4	QUERCUS ROBUR 'FASTIGIATA'	PYRAMIDAL ENGLISH OAK	4cm CAL.
<strong>SHRUBS</strong>				
BUX	52	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	#02 CONT. /0.75M O.C. SPACING
CSA	9	CORNUS SANGUINEA 'WINTER BEAUTY'	BLOOD TWIG DOGWOOD	#02 CONT. /1.8M O.C. SPACING
EAL	13	EUONYMUS ALATUS 'COMPACTA'	DWARF WINGED BURNING BUSH	#02 CONT. /1.5M O.C. SPACING
HMA	9	HYDRANGEA MACROPHYLLA 'SWEET N' SALSA'	SWEET N' SALSA HYDRANGEA	#02 CONT. /1.8M O.C. SPACING
<strong>PERENNIALS, GRASSES, GROUNDCOVERS &amp; VINES</strong>				
CVE	25	COREOPSIS VERTICILLATA 'MOONBEAM'	MOONBEAM THREADLEAF COREOPSIS	#01 CONT. /0.9M O.C. SPACING
HOS	12	HOSTA 'NORTHERN EXPOSURE'	NORTHERN EXPOSURE HOSTA	#01 CONT. /1.5M O.C. SPACING
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PQU	8	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	#01 CONT. /1.2M O.C. SPACING
SNE	20	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	#01 CONT. /0.9M O.C. SPACING

SCHEDULE

C

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials KB



PROJECT TITLE

**155-179 RUTLAND ROAD  
MIXED-USE**

Kelowna, BC

DRAWING TITLE

**CONCEPTUAL  
LANDSCAPE PLAN**

ISSUED FOR / REVISION

7	20.05.24	Development Permit Revision
8	22.09.09	Development Permit Revision
9	22.11.08	Development Permit Revision
10	22.11.14	Rezoning and Development Permit
11	23.02.21	Reissued for Rezoning and DP

PROJECT NO. 21-086

DESIGN BY KM

DRAWN BY MC

CHECKED BY FB

DATE FEB. 21, 2023

SCALE 1:150

PAGE SIZE 24"x36"

SEAL



DRAWING NUMBER

**L3/5**

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RUTLAND ROAD NORTH



LEVEL 1 - LANDSCAPE PLAN

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 124 cu.m. / year  
ESTIMATED LANDSCAPE WATER USE (WU) = 69 cu.m. / year  
WATER BALANCE = 55 cu.m. / year  
\*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

IRRIGATION LEGEND

- ZONE #1:** HIGH EFFICIENCY SUBSURFACED DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 94 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 31 cu.m.
- ZONE #2:** HIGH EFFICIENCY BUBBLER IRRIGATION FOR TREES IN GRATES  
TOTAL AREA: 11 sq.m.  
MICROCLIMATE: WEST EXPOSURE, FULL SUN  
ESTIMATED ANNUAL WATER USE: 4 cu.m.
- ZONE #3:** HIGH EFFICIENCY SUBSURFACED DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 62 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 21 cu.m.
- ZONE #4:** HIGH EFFICIENCY SUBSURFACED DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 2 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 1 cu.m.
- ZONE #5:** HIGH EFFICIENCY SUBSURFACED DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 20 sq.m.  
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES  
ESTIMATED ANNUAL WATER USE: 7 cu.m.
- ZONE #6:** HIGH EFFICIENCY SUBSURFACED DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS  
TOTAL AREA: 18 sq.m.  
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ESTIMATED ANNUAL WATER USE: 6 cu.m.

IRRIGATION NOTES

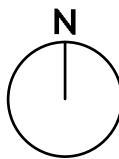
- IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).
- THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF 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.

SCHEDULE

C

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials KB



PROJECT TITLE

155-179 RUTLAND ROAD  
MIXED-USE

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION/  
IRRIGATION PLAN

ISSUED FOR / REVISION

7	20.05.24	Development Permit Revision
8	22.09.09	Development Permit Revision
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PROJECT NO

21-086

DESIGN BY

KM

DRAWN BY

MC

CHECKED BY

FB

DATE

FEB. 21, 2023

SCALE

1:150

PAGE SIZE

24"x36"

SEAL



DRAWING NUMBER

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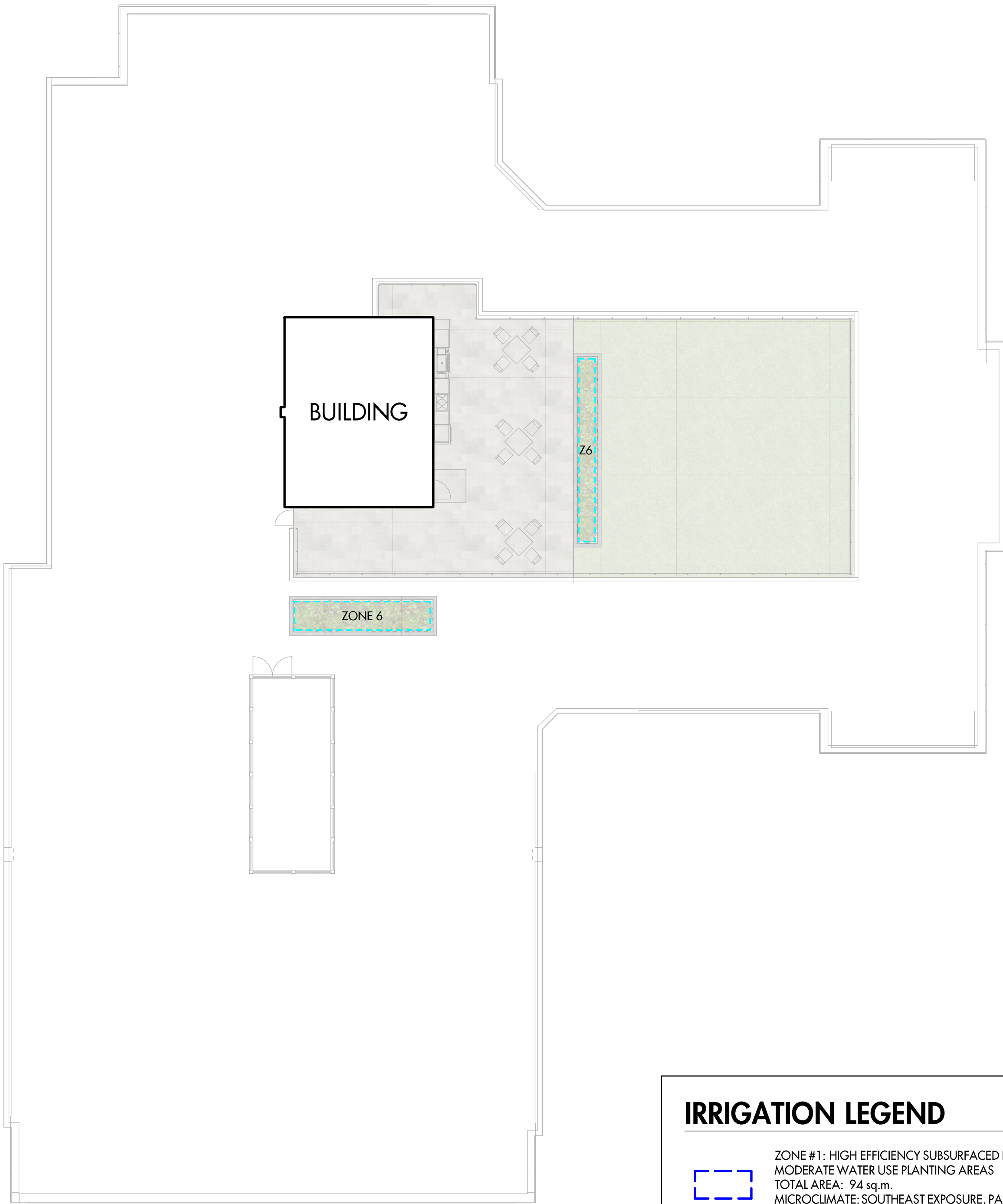
LEVEL 2 - LANDSCAPE PLAN

### WATER CONSERVATION CALCULATIONS

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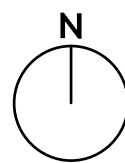
### SCHEDULE

C

This forms part of application  
# DP23-0038 DVP23-0039

Planner  
Initials

KB



PROJECT TITLE

**155-179 RUTLAND ROAD  
MIXED-USE**

Kelowna, BC

DRAWING TITLE

**WATER CONSERVATION/  
IRRIGATION PLAN**

ISSUED FOR / REVISION

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# Landscape Water Conservation Report

## APPLICANT INFORMATION

Owner	ASI Central GP Inc.		Contractor co. name	Ecora Engineering & Resource Group	
Project address	155-179 Rutland Road North		Contractor contact name	Fiona Barton	
City	Kelowna		Contractor phone #	250-469-9757	
Owner phone #	1-403-266-5000 ext. 207		Contractor email	fiona@outlanddesign.ca	
Owner email	Aaron.Macdonald@arlingtonstreet.ca				
Province	BC	Postal Code:	V1X 3B1	Preferred contact Owner <input type="checkbox"/> Contractor <input type="checkbox"/>	

**NOTE: ALL 3 PAGES OF THE APPLICATION MUST BE COMPLETED AND SUBMITTED**

## LANDSCAPE AND IRRIGATION CHECKLIST

The Applicant in submitting this application, has adhered to:

- ☒ Applicable electrical standards, plumbing standards, and backflow prevention standards
- ☒ Bylaw 7900 Schedule 4 and 5
- ☒ Requirements of Water Regulation Bylaw

Where an exemption is required (e.g. golf course or large school field), contact the Water Smart program directly.

Note that checklists for selecting an irrigation contractor are available through the IIABC or the IA. Below is the link to the IIABC checklist.

<https://www.irrigationbc.com/page/selecting-a-contractor>

☐

207

Applicant notes pertaining to the application:



# Landscape Water Conservation Report

## LANDSCAPE WATER USE AREA

Applicant: **ASI Central GP Inc.**

Address: **155-179 Rutland Road North**

### Step 1: Measure Total Landscape Area (LA)

Area of site that will absorb water:

**207**

sq.m.

(over 100 square meters)

Note: Include boulevard, and proposed lawn, plants, mulch, pervious decks or paving stones. Do not include areas that are not pervious such as buildings, paved driveways, concrete patios etc.

Step 2: Divide Into Landscape Treatments*		Plant Factor	Irrig Efficiency	Hydrozone Area	% of Total LA	Estimated Water
Note: each of the areas below are a 'HYDROZONE'		(PF)	(IE)	(HA)		(WU)
<b>Unwatered Pervious Areas (not impervious paving)</b>						
Mulch (Stone, bark or sand)		N/A	N/A		0%	N/A
Pervious deck (Spaced wood deck)		N/A	N/A		0%	N/A
Pervious paving (ie: AquaPave, Rima Pave)		N/A	N/A		0%	N/A
Naturalized meadow (wildflowers)		N/A	N/A		0%	N/A
Naturalized area (Existing natural area)		N/A	N/A		0%	N/A
Other:		N/A	N/A		0%	N/A
Swimming or ornamental pool		1	1		0%	0
<b>Watered Planting Beds (shrubs or groundcover)</b>						
<i>Planting Type</i>	<i>Irrig Efficiency</i>					
Low water use plants	High (Drip or Bubbler)	0.3	0.9		0%	0
Low water use plants	Moderate (Spray or Rotor)	0.3	0.7		0%	0
Moderate water use plants	High (Drip or Bubbler)	0.5	0.9	207	100%	69
Moderate water use plants	Moderate (Spray or Rotor)	0.5	0.7		0%	0
High water use plants	High (Drip or Bubbler)	0.7	0.9		0%	0
High water use plants	Moderate (Spray or Rotor)	0.7	0.7		0%	0
<b>Watered Mown Lawn Areas</b>						
Moderate (Spray or Rotor)		1	0.7		0%	0
<b>Special Landscape Areas (SLA)</b>						
Vegetable Garden	High (Drip or Bubbler)	1	0.9		0%	0
Vegetable Garden	Moderate (Spray or Rotor)	1	0.7		0%	0
Commercial sportsfield turf	Moderate (Spray or Rotor)	1	0.7		0%	0
Rainwater or Recycled Water Use		0.3	1		0%	0
<b>Totals</b>				207	100%	69
<b>Special Landscape Area (SLA) Sub total</b>				0		

\*If proposed design conditions are not shown on the form please contact Water Smart 250-469-8502

Page 2 of 3



# Landscape Water Conservation Report

Applicant:

ASI Central GP Inc.

Address:

155-179 Rutland Road North

## CALCULATE & COMPARE WATER BUDGET TO ESTIMATED WATER USE

0

Total Landscape Area	207	
Landscape Water Budget (WB)	124	cu.m./yr.
Estimated Landscape Water Use (WU)	69	cu.m./yr.
Under (-OVER) Budget (Must be under Water Budget WB)	55	cu.m./yr.
	OK	

I confirm by completing the attached Landscape Water Conservation Report, that the project will conform to industry best practices for landscape and irrigation installation in Kelowna. I also acknowledge that the landscape treatments of the project will conform to the Hydrozone areas as identified in the Landscape Area Water Use Area table.

\_\_\_\_\_  
Name of Applicant (person submitting the form)

Date: \_\_\_\_\_


207

## FOR CITY OF KELOWNA OFFICE USE ONLY

The calculations above satisfy the requirements of the Water Regulation Bylaw 10480 Section 4.4.2 and 4.4.3. and the application is hereby APPROVED with the signature of the Water Manager or designate.

\_\_\_\_\_  
Name of Kelowna Water Smart designate  
For Water Manager

Date: \_\_\_\_\_

<b>SCHEDULE</b>		<b>C</b>
This forms part of application		
# DP23-0038 DVP23-0039		
Planner Initials	KB	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>

Page 3 of 3



Monday, August 14, 2023

**155-179 Rutland Road North Mixed Use**

ASI Central GP Inc.  
400 – 1550 5 Street SW  
Calgary, AB T2R 1K3  
Attn: Ralph Bennetsen, EVP, Development & Acquisitions  
Via email to: [Ralph.Bennetsen@arlingtonstreet.ca](mailto:Ralph.Bennetsen@arlingtonstreet.ca)

**Re: 155-179 Rutland Road North Mixed Use – Preliminary Cost Estimate for Bonding**

Dear Ralph:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the 155-179 Rutland Road North Mixed Use conceptual landscape plan dated 23.02.21;

- On-site Improvements: 1,308 square metres (14,079 square feet) = \$155,950.00
- Off-site Improvements: 100 square metres (1,076 square feet) of = \$51,830.00

This preliminary cost estimate is inclusive of trees, shrubs, mulch, site furnishings, root barrier, topsoil & irrigation.

You will be required to submit a performance bond to the City of Kelowna in the amount of 125% of the preliminary cost estimate. Please do not hesitate to contact me with any questions about the landscape plan.

Best regards,



Fiona Barton, MBCSLA, CSLA  
as per  
Outland Design Landscape Architecture



**THIS AGREEMENT** made in duplicate this 5 day of October, 2023

**BETWEEN:**

**UPTOWN MURAL PROJECT 2023**

OF THE FIRST PART

Hereinafter referred to as "Uptown Mural Project 2023."

– and –

OF THE SECOND PART

**Property Owner (s)** –155-179 Rutland Road N, Kelowna BC **address here**

Hereinafter referred to as the "Owner"

**WHEREAS** The Uptown Rutland Business Association (URBA) owners of the "Uptown Mural Project 2023" was established in 2007 and is an area defined and mandated under municipal legislation. The role of the BIA is to allow property owners and business operators to work together and, with the support of the municipality, to organize, finance and promote economic development in the BIA District. Specific tasks include beautification, event management, marketing and enhancing relationships with government and community organizations

**AND WHEREAS** the Owner is the registered Owner of the building at **{full address here}**

1. The Owner hereby agrees to permit contract Artist and crew of the Uptown Mural Project 2023 to paint A Mural located at 155-179 Rutland Road N, Kelowna BC Kelowna BC, being the exterior face of the direction facing (north/south/east/west) wall of the building, hereinafter called the "Wall".
2. The Owner agrees not to deface, cover, destroy, damage, alter or directly obstruct the visibility of the street art for a minimum of three (3) years.
3. In an effort to support and engage the community of Rutland, and to ensure only the highest calibre of public art is curated and produced for the Uptown Mural Project, the Owner recognises the experience and expertise of the Uptown Mural Project team and willfully agrees to the following selection and development process:



- i. ALL Artists will be selected by Uptown Mural Project Management, a team of professional artists with experience in selecting Mural Artists for public art projects and expertise in the field of contemporary mural art.
  - ii. All Mural Artists will be selected from a group of professional artists, with proven experience and expertise in mural painting. All Mural Artists selected shall have demonstrated artistic excellence with outdoor large-scale murals within their portfolio of previous work.
  - iii. Selected Artists will be paired with a selected wall by Uptown Mural Project Management, selected artists will supply three (3) visual renderings / conceptual sketches. These preliminary sketches will be shared with the Owner.
  - iv. Uptown Mural Project Management will review preliminary sketches and when necessary will request up to a maximum of three (3) revisions. All revisions are subject to artist approval based on the grounds of artistic license, copyright and project mandate.
  - v. Artist will provide the Uptown Mural Project Management a final concept sketch 14-21 days prior to artist commencing painting. This Final will be shared with building Owner as soon as it is received by Uptown Mural Project Management.
4. The Owner agrees that if repairs are required to the Wall, the Owner will notify Uptown Mural Project 2023 in writing of this intention to repair. Once authorization has been received from Uptown Mural Project 2023, the Owner agrees to proceed with the approved repairs using all reasonable efforts to minimize damage to the mural.
5. The Uptown Mural Project 2023 will use all reasonable efforts not to interfere or disrupt with the day to day business conducted by the Owner and tenants/occupiers of the Building. The Owner will assist Uptown Mural



Project 2023 to coordinate the painting of the mural with the affected tenant(s)/occupier(s) of the Building.

6. The Owner agrees to permit, by prior appointment, the Uptown Mural Project 2023 and its employees, access to the Lands at all reasonable times in order to complete the mural art and to undertake any necessary inspections, approvals or repairs. The Owner will permit the artists and crew access to washrooms during the time the mural is painted.
7. If the wall with the mural is to be demolished or painted over prior to the three-year term, the Owner must notify the Uptown Mural Project 2023 sixty (60) days prior to the demolition or painting.

Additional Comments:

### **Maintenance Plan**

While the required minimum lifespan of each mural is three years, the anticipated lifespan with ongoing maintenance is much longer, potentially twenty (20) years. The project will ensure that each wall is first primed and prepared prior to the artist painting and that each mural is painted with careful planning and consideration to technique and materials. The three-year minimum commitment by the owner is to ensure that the mural remains in place until at least September 2025 to inspire artists and business owners to build upon a community mural festival each following year.

The maintenance schedule will include regular inspection of the mural twice a year, once after the winter and once after the summer — the two times of year with the most weather extremes. This inspection will be conducted by Uptown Mural Project 2023 and Project Manager David Doody.

### **Copyright**

- i) Copyright of the mural and maquette shall remain with the artist.
- ii) The artist shall have no right to a claim of loss or damage if the wall upon which the mural is located is torn down or supplanted. The artist will have first right to work on repairs of the mural.
- iii) Ownership of the mural shall remain with the building owner.
- iv) Both the artist and the owner shall allow the use of photographs, videos, media productions and images of the mural, building and festival events for promotional purposes by the Uptown Rutland Business Association.
- v) Copyright fees for promotional use by URBA are part of the artist's production fee. Both the artist and the owner shall allow the use of photographs, videos, media productions and images of the mural, building and festival events for non-commercial use by project partners, funders, sponsors and the general public.




**SIGNED**

**Building Owner**

Name: Frank Lonardelli (signing authority for ASI Central LP)

Please Print

Signature: 

Building Location: 155-179 Rutland Road N, Kelowna BC

**Uptown Mural Project 2023 / Uptown Rutland Business Association (URBA)**

Name: KAREN BEAUBIER

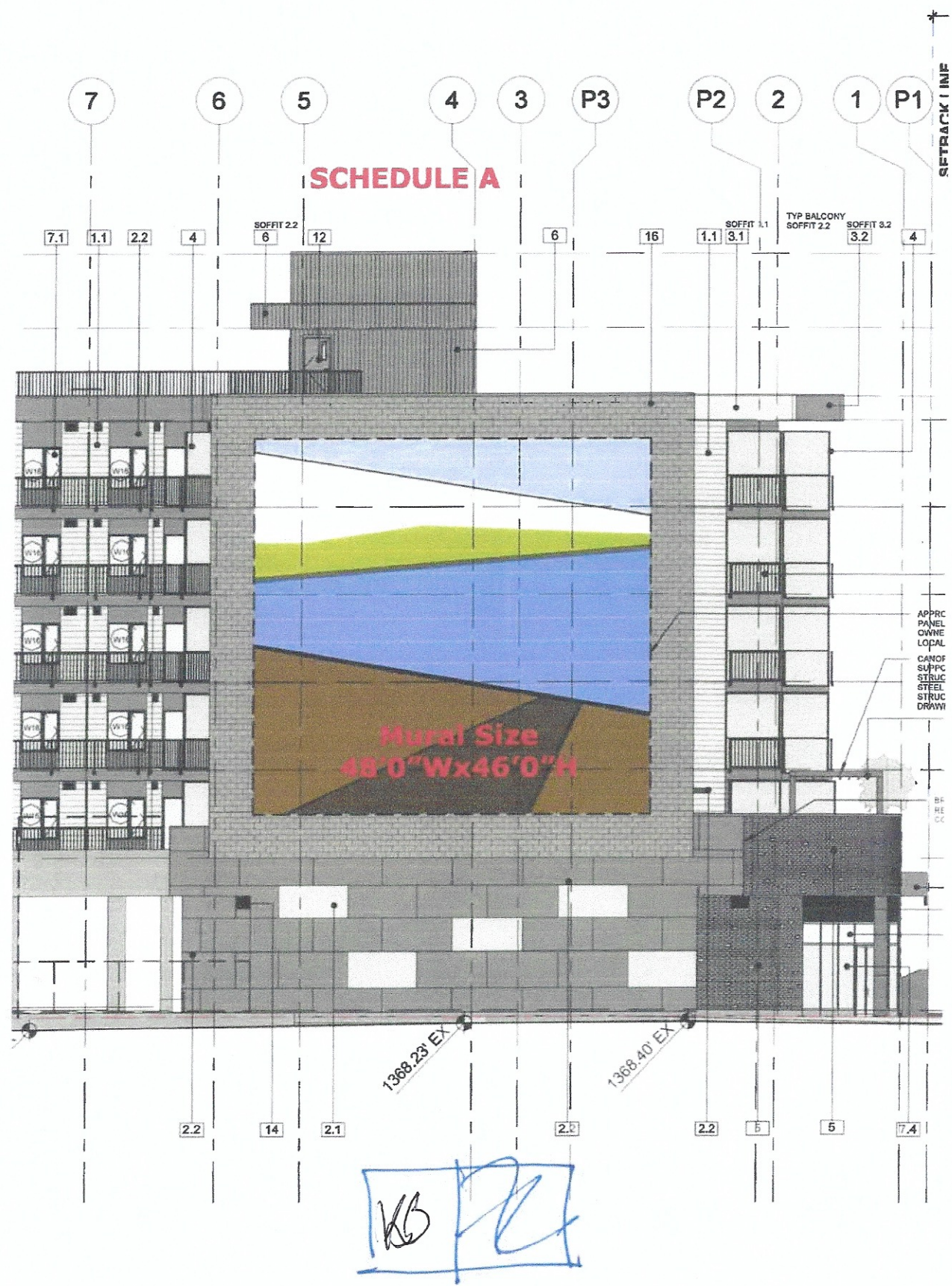
Please Print

Signature: 

Title: EXECUTIVE DIRECTOR



6'-6 3/4"  
 ROAD RESERVE





ASI Central LP Inc  
400 1550 5<sup>th</sup> Street  
Calgary AB T2R 1K3

Ralph:

Re: Agreement for Uptown Mural Project - ASI Central LP project,  
Rutland, Kelowna

Please be advised, the mural referenced in the attached letter regarding the Uptown Mural Project and ASI Central LP project Rutland, Kelowna dated October 5, 2023 will cost \$12,000 to complete.

Cost Breakdown:

Artist Fee: \$5,000

Scissor Lift & Equipment: \$2000

Paint & Supplies: \$1,000

Project Management Fee: \$2,000-\$2,500 (percentage based on total number of murals produced in year of production)

Accommodation: \$1,800

Sincerely,



Karen Beaubier  
Executive Director



## 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.



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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>2.1 General residential &amp; mixed use guidelines</b>						
<b>2.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
a. Orient primary building facades and entries to the fronting street or open space to create street edge definition and activity.						✓
b. On corner sites, orient building facades and entries to both fronting streets.	✓					
c. Minimize the distance between the building and the sidewalk to create street definition and a sense of enclosure.						✓
d. Locate and design windows, balconies, and street-level uses to create active frontages and 'eyes on the street', with additional glazing and articulation on primary building facades.						✓
e. Ensure main building entries are clearly visible with direct sight lines from the fronting street.						✓
f. Avoid blank, windowless walls along streets or other public open spaces.			✓			
g. Avoid the use of roll down panels and/or window bars on retail and commercial frontages that face streets or other public open spaces.	✓					
h. In general, establish a street wall along public street frontages to create a building height to street width ration of 1:2, with a minimum ration of 11:3 and a maximum ration of 1:1.75. <ul style="list-style-type: none"> <li>Wider streets (e.g. transit corridors) can support greater streetwall heights compared to narrower streets (e.g. local streets);</li> <li>The street wall does not include upper storeys that are setback from the primary frontage; and</li> <li>A 1:1 building height to street width ration is appropriate for a lane of mid-block connection condition provided the street wall height is no greater than 3 storeys.</li> </ul>						✓
<b>2.1.2 Scale and Massing</b>	N/A	1	2	3	4	5
a. Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.				✓		
b. Break up the perceived mass of large buildings by incorporating visual breaks in facades.					✓	
c. Step back the upper storeys of buildings and arrange the massing and siting of buildings to: <ul style="list-style-type: none"> <li>Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and</li> <li>Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.</li> </ul>			✓			



<b>2.1.3 Site Planning</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.					✓	
b. Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of appropriate lighting, visible entrances, opportunities for natural surveillance, and clear sight lines for pedestrians.						✓
c. Limit the maximum grades on development sites to 30% (3:1)						✓
d. Design buildings for 'up-slope' and 'down-slope' conditions relative to the street by using strategies such as: <ul style="list-style-type: none"> <li>Stepping buildings along the slope, and locating building entrances at each step and away from parking access where possible;</li> <li>Incorporating terracing to create usable open spaces around the building</li> <li>Using the slope for under-building parking and to screen service and utility areas;</li> <li>Design buildings to access key views; and</li> <li>Minimizing large retaining walls (retaining walls higher than 1 m should be stepped and landscaped).</li> </ul>	✓					
e. Design internal circulation patterns (street, sidewalks, pathways) to be integrated with and connected to the existing and planned future public street, bicycle, and/or pedestrian network.						✓
f. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.	✓					
g. Apply universal accessibility principles to primary building entries, sidewalks, plazas, mid-block connections, lanes, and courtyards through appropriate selection of materials, stairs, and ramps as necessary, and the provision of wayfinding and lighting elements.	✓					
<b>2.1.4 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. Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view.						✓
b. Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						✓
c. Avoid locating off-street parking between the front façade of a building and the fronting public street.						✓
d. In general, accommodate off-street parking in one of the following ways, in order of preference: <ul style="list-style-type: none"> <li>Underground (where the high water table allows)</li> <li>Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);</li> </ul>					✓	



<ul style="list-style-type: none"> <li>Garages or at-grade parking integrated into the building (located at the rear of the building); and</li> <li>Surface parking at the rear, with access from the lane or secondary street wherever possible.</li> </ul>						
e. Design parking areas to maximize rainwater infiltration through the use of permeable materials such as paving blocks, permeable concrete, or driveway planting strips.		✓				
f. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> <li>Landscaping;</li> <li>Trellises;</li> <li>Grillwork with climbing vines; or</li> <li>Other attractive screening with some visual permeability.</li> </ul>	✓					
g. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> <li>Covered short-term parking in highly visible locations, such as near primary building entrances; and</li> <li>Secure long-term parking within the building or vehicular parking area.</li> </ul>						✓
h. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.						✓
i. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.						✓
j. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.					✓	
<b>2.1.5 Streetscapes, Landscapes, and Public Realm Design</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site buildings to protect mature trees, significant vegetation, and ecological features.	✓					
b. Locate underground parkades, infrastructure, and other services to maximize soil volumes for in-ground plantings.	✓					
c. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.	✓					
d. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.				✓		
e. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> <li>Locating outdoor spaces where they will receive ample sunlight throughout the year;</li> <li>Using materials and colors that minimize heat absorption;</li> <li>Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and</li> <li>Using building mass, trees and planting to buffer wind.</li> </ul>				✓		
f. Use landscaping materials that soften development and enhance the public realm.				✓		



g. Plant native and/or drought tolerant trees and plants suitable for the local climate.						✓
h. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.						✓
i. Design sites and landscapes to maintain the pre-development flows through capture, infiltration, and filtration strategies, such as the use of rain gardens and permeable surfacing.	✓					
j. Design sites to minimize water use for irrigation by using strategies such as: <ul style="list-style-type: none"> <li>Designing planting areas and tree pits to passively capture rainwater and stormwater run-off; and</li> <li>Using recycled water irrigation systems.</li> </ul>	✓					
k. Create multi-functional landscape elements wherever possible, such as planting areas that also capture and filter stormwater or landscape features that users can interact with.	✓					
l. Select materials and furnishings that reduce maintenance requirements and use materials and site furnishings that are sustainably sourced, re-purposed or 100% recycled.	✓					
m. Use exterior lighting to complement the building and landscape design, while: <ul style="list-style-type: none"> <li>Minimizing light trespass onto adjacent properties;</li> <li>Using full cut-off lighting fixtures to minimize light pollution; and</li> <li>Maintaining lighting levels necessary for safety and visibility.</li> </ul>	✓					
n. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.	✓					
<b>2.1.6 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. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: <ul style="list-style-type: none"> <li>Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks;</li> <li>Repeating window patterns on each step-back and extension interval;</li> <li>Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and</li> <li>Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval.</li> </ul>						✓
b. Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians. Include architectural features such as: bay windows and balconies; corner feature accents, such as turrets or cupolas; variations in roof height, shape and detailing; building entries; and canopies and overhangs.  Include architectural details such as: Masonry such as tiles, brick, and stone; siding including score lines and varied materials to distinguish between floors; articulation of columns and pilasters;						✓



ornamental features and art work; architectural lighting; grills and railings; substantial trim details and moldings / cornices; and trellises, pergolas, and arbors.						
c. Design buildings to ensure that adjacent residential properties have sufficient visual privacy (e.g. by locating windows to minimize overlook and direct sight lines into adjacent units), as well as protection from light trespass and noise.				✓		
d. Design buildings such that their form and architectural character reflect the buildings internal function and use.						✓
e. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.			✓			
f. Provide weather protection such as awnings and canopies at primary building entries.						✓
g. Place weather protection to reflect the building's architecture.						✓
h. Limit signage in number, location, and size to reduce visual clutter and make individual signs easier to see.	✓					
i. Provide visible signage identifying building addresses at all entrances.	✓					

SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>4.1 Low &amp; mid-rise residential &amp; mixed use guidelines</b>						
<b>4.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
i. Ensure lobbies and main building entries are clearly visible from the fronting street.						✓
j. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> <li>• Locating enclosed parking garages away from street frontages or public open spaces;</li> <li>• Using ground-oriented units or glazing to avoid creating dead frontages; and</li> <li>• When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting.</li> </ul>			✓			
<b>Commercial &amp; Mixed Use Buildings</b>						
k. Ensure buildings have a continuous active and transparent retail frontage at grade to provide a visual connection between the public and private realm.						✓
l. Site buildings using common 'build to' line at or near the front property line so that a continuous street frontage is maintained. Some variation (1-3 m maximum) can be accommodated in ground level set backs to support pedestrian and retail activity by, for example, incorporating recessed entryway, small entry plaza, or sidewalk café.						✓



m. Incorporate frequent entrances (every 15 m maximum) into commercial and street frontages to create punctuation and rhythm along the street, visual interest and support pedestrian activity.						✓
<b>Residential &amp; Mixed Use Buildings</b>						
n. Set back residential buildings on the ground floor 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. <ul style="list-style-type: none"> <li>A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways.</li> <li>Exceptions can be made in cases where the water table requires this to be higher. In these cases, provide a larger patio and screen parking with ramps, stairs and landscaping.</li> </ul>	✓					
o. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.	✓					
p. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.					✓	
<b>4.1.2 Scale and Massing</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Residential building facades should have a maximum length of 60 m. A length of 40 m is preferred.						✓
b. Residential buildings should have a maximum width of 24 m.						✓
c. Buildings over 40 m in length should incorporate a significant horizontal and vertical break in the façade.					✓	
d. For commercial facades, incorporate a significant break at intervals of approximately 35 m.						✓
<b>4.1.3 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. On sloping sites, floor levels should step to follow natural grade and avoid the creation of blank walls.	✓					
b. Site buildings to be parallel to the street and to have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior court yards: <ul style="list-style-type: none"> <li>Building sides that interface with streets, mid-block connections and other open spaces and should positively frame and activate streets and open spaces and support pedestrian activity; and</li> <li>Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access.</li> </ul>						✓
c. Break up large buildings with mid-block connections which should be publicly-accessible wherever possible.	✓					
d. Ground floors adjacent to mid-block connections should have entrances and windows facing the mid-block connection.	✓					



<b>4.1.4 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. Vehicular access should be from the lane. Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access may be 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 minimised; and</li> <li>There is no more than one curb cut per property.</li> </ul>						✓
b. Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms and should be screened from public view with active retail uses, active residential uses, architectural or landscaped screening elements.			✓			
c. Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <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>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Integrate publicly accessible private spaces (e.g. private courtyards accessible and available to the public) with public open areas to create seamless, contiguous spaces.	✓					
b. Locate semi-private open spaces to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.					✓	
<b>Outdoor amenity areas</b>						
c. Design plazas and urban 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>	✓					
d. Design internal courtyards to: <ul style="list-style-type: none"> <li>Provide amenities such as play areas, barbecues, and outdoor seating where appropriate.</li> <li>Provide a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users.</li> </ul>	✓					
e. Design mid-block connections to include active frontages, seating and landscaping.	✓					
<b>Rooftop Amenity Spaces</b>						
f. Design shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) to be accessible to residents and to ensure a balance of amenity and privacy by:						✓



<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 by using fencing, landscaping, or architectural screening.</li> </ul>						
<p>g. Reduce the heat island affect by including plants or designing a green roof, with the following considerations:</p> <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, and Materials</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<p>a. Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20 m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance and include:</p> <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 façade;</li> <li>Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade;</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>					✓	
b. Break up the building mass by incorporating elements that define a building's base, middle and top.						✓
c. Use an integrated, consistent range of materials and colors and provide variety, by for example, using accent colors.					✓	
d. Articulate the façade using design elements that are inherent to the buildings as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.						✓
e. Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the façade, adding pedestrian space, increasing the number and size of windows, and adding awnings or canopies.				✓		
<p>f. Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas with particular attention to the following locations:</p> <ul style="list-style-type: none"> <li>Primary building entrances;</li> </ul>						✓



<ul style="list-style-type: none"> <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>						
g. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.						✓
h. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.						✓
i. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.						✓
j. Provide attractive signage on commercial buildings that identifies uses and shops clearly but which is scaled to the pedestrian rather than the motorist. Some exceptions can be made for buildings located on highways and/or major arterials in alignment with the City's Sign Bylaw.	✓					
k. Avoid the following types of signage: <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>	✓					
l. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	✓					



## CO-OPERATIVE CARSHARING AGREEMENT

**THIS AGREEMENT** made the 14 day of August, 2023,

### BETWEEN:

#### **MODO CO-OPERATIVE**

200 - 470 Granville Street  
Vancouver, BC  
V6C 1V5

("Modo")

### AND:

#### **ASI CENTRAL LIMITED PARTNERSHIP, by its general partner ASI CENTRAL GP INC.**

Suite 400, 1550 5 Street SW  
Calgary, AB  
T2R 1K3

("ASI")

### WHEREAS:

- A. Developer (as defined below) is the registered owner of those certain lands located at 155 Rutland Road North in Kelowna, in the Province of British Columbia and legally described as follows:

**PID: 031-614-507, legal lot description Lot A Sec 26 TWP 26 PL EPP119720,**  
(the "**Lands**");

- B. Developer is causing the construction of a new mixed-use development (the "**Development**") on the Lands;
- C. It is intended that the Development will include approximately 114 rental units (collectively the "**Rental Units**", and each a "**Rental Unit**"), together with additional commercial space on the Lands;
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the City of Kelowna in British Columbia (the "**Municipality**") requires Developer to provide one (1) co-operative vehicle (the "**Shared Vehicle**") in connection with the Development and to be available as part of a service to share the use of the Shared Vehicle (the "**Carsharing Program**");





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

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

## **ARTICLE 1 - DEFINITIONS**

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
- (a) “**Agreement**” means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
  - (b) “**Arbitrator**” has the meaning set out in section 14.1(e);
  - (c) “**Carsharing Program**” has the meaning set out in Recital E;
  - (d) “**Commencement Date**” means the date on which the Occupancy Permit is issued by the Municipality;
  - (e) “**Developer**” means **ASI** and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from Developer named herein, and expressly includes any party which may manage or operate the Development for Developer from time to time;
  - (f) “**Development**” has the meaning set out in Recital B;





- (g) **“Driving Credits”** has the meaning set out in section 7.2;
- (h) **“Estimated Occupancy Date”** has the meaning set out in section 3.5;
- (i) **“EV Station”** means one (1) electric vehicle charging station (which specifications are defined in Schedule B) to be provided, installed, maintained and replaced by Developer, at Developer’s sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located next to the Shared Vehicle Parking Space;
- (j) **“Lands”** has the meaning set out in Recital A;
- (k) **“Marketing Program”** has the meaning set out in section 7.2;
- (l) **“Mediator”** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (m) **“Membership Holder”** means the Rental Owner;
- (n) **“Membership Shares”** means membership shares in Modo;
- (o) **“Modo Members”** has the meaning set out in Recital I;
- (p) **“Municipality”** has the meaning set out in Recital E;
- (q) **“Occupancy Permit”** means the first occupancy permit issued by the Municipality in respect of the Development;
- (r) **“Partnership Membership”** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (s) **“Partner User”** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (t) **“Project Fee”** has the meaning set out in section 2.1;
- (u) **“Rental Owner”** means the owner of the Rental Units;
- (v) **“Rental Units”** has the meaning set out in Recital C;
- (w) **“Residents”** means collectively, the tenants of the Rental Units and **“Resident”** means any one of them;
- (x) **“Rules”** has the meaning set out in section 5.4(a);
- (y) **“Services”** has the meaning set out in Recital H;






- (z) **“Shared Vehicle”** has the meaning set out in Recital E;
- (aa) **“Shared Vehicle Deployment Sequence”** has the meaning set out in section 6.3;
- (bb) **“Shared Vehicle Minimum Term”** means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (cc) **“Shared Vehicle Parking Space”** has the meaning set out in Recital G;
- (dd) **“Subject Shares”** has the meaning set out in section 2.1(b);
- (ee) **“Sustainable Usage Levels”** means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo’s usage goals; and,
- (ff) **“Term”** means the term of this Agreement as described in section 9.1.

## **ARTICLE 2 - PROJECT FEE**

- 2.1 At least sixty (60) days prior to Estimated Occupancy Date, Developer will pay to Modo the aggregate sum of \$32,000.00 plus GST (the **“Project Fee”**), representing the following:
  - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **“Subject Shares”**); and
  - (b) the Project Fee minus \$1,000.00 to be used by Modo toward the ownership costs of Shared Vehicle.
- 2.2 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to Developer confirming payment of the Project Fee to Modo.
- 2.3 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.
- 2.4 If the Occupancy Permit is issued later than the year 2027, the Project Fee will increase by 4% for each year thereafter, on January 1<sup>st</sup> of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.

## **ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER**

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B

  
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- and free-of-charge to Modo from the Commencement Date and throughout the Term.
- 3.2 Developer agrees that throughout the Term, subject to section 11.5, the Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.
  - 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Space would be removed at the vehicle owners' risk and expense.
  - 3.4 Developer will ensure that the EV Station is operational and for the exclusive use of Modo from the Commencement Date and throughout the Term.
  - 3.5 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the "**Estimated Occupancy Date**").
  - 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
  - 3.7 Upon completion of Developer's obligations under section 2.1 and assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer will cause the Subject Shares, which together form the Partnership Membership, to be transferred to and registered in the name of the Membership Holder and the Membership Holder will hold the Subject Shares on behalf of and for the benefit of the Residents, subject to section 5.4.
  - 3.8 Developer warrants that it will cause its subsidiaries and any party which may manage or operate the Development from time to time to comply with the terms of this Agreement and will cause any of its successors or permitted assigns to enter into an assumption agreement, provided that, upon such assumption, Developer will be released of its obligations hereunder to the extent its obligations are so assumed.

#### **ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER**

- 4.1 Once Developer is in a position to do so (as determined by Developer in its sole discretion), Developer will cause the Rental Owner to execute an assignment and assumption agreement pursuant to which Developer will assign its interest in this Agreement to the Rental Owner and the Rental Owner will assume all of Developer's obligations under this Agreement and any other obligations herein which are expressly identified as obligations of the Rental Owner and Membership Holder. If the Subject Shares were issued to Developer prior to such





assumption, then Developer will transfer an undivided interest in the Subject Shares to the Rental Owner concurrently with such assumption, and Modo hereby consents to such transfer.

- 4.2 Effective upon the assumption of this Agreement by the Membership Holder pursuant to section 4.1, Developer and its nominees, subsidiaries and other affiliates will have no further obligations or liabilities whatsoever hereunder.

## **ARTICLE 5 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDER**

- 5.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner of all the Subject Shares, and their beneficial interest will vest in the Residents in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Rental Unit that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 5.3 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
- 5.4 The Membership Holder agrees on behalf of the Residents that, upon assuming this Agreement, it will:
- (a) administer the Partnership Membership in accordance with the rules set out in Schedule C hereto (the "**Rules**");
  - (b) the Membership Holder will use reasonable commercial efforts to make available to Residents the Rules; and
  - (c) at all times retain ownership of the Subject Shares.
- 5.5 Every six (6) calendar months during the Term (commencing within six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User.
- 5.6 Within thirty (30) days after receipt of the information, referred to in section 5.5, the Membership Holder will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Rental Units, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.





- 5.7 Modo covenants and agrees that the Partnership Membership will grant Partner Users the benefit of usage of Modo vehicles at the same usage rates as shareholders of Modo but without voting rights.
- 5.8 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term.
- 5.9 The Rental Owner agrees to pay for the electricity withdrawn from the EV Stations when due and Modo will reimburse the Rental Owner in accordance with section 6.13.

## **ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO**

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time equal to the Project Fee paid hereunder divided by \$500, rounded down to the closest whole number. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Rental Unit may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, toward the ownership costs of one new four-wheeled automobile with electric motorization for use as the Shared Vehicle, provided that Modo may temporarily use a new four-wheeled automobile with internal combustion engine as the Shared Vehicle if Modo is unable to procure and deliver a new four-wheeled automobile with electric motorization within the time period set out in the deployment sequence of the Shared Vehicle (the **"Shared Vehicle Deployment Sequence"**) as set out in Schedule D hereto. In the event that Modo is temporarily using a four-wheeled automobile with internal combustion engine as the Shared Vehicle, Modo will use reasonable commercial efforts to replace such automobile with a new four-wheeled automobile with electric motorization as soon as possible after the Commencement Date and until such time as one is ultimately procured and delivered to the Shared Vehicle Parking Space, which automobile with electric motorization will become the Shared Vehicle at no additional cost to Developer or the Rental Owner.
- 6.4 Forthwith upon the purchase of the Shared Vehicle, Modo will provide Developer with a copy of the Shared Vehicle's registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.5 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by Modo Members in accordance





with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence.

- 6.6 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date set out in the Shared Vehicle Deployment Sequence.
- 6.7 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced.
- 6.8 Modo and Developer agree that Modo will not be responsible for any costs related to the use of and access to the Shared Vehicle Parking Space during the Term, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.9 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.10 Modo will at its sole expense provide Developer with appropriate signage for the Shared Vehicle Parking Space.
- 6.11 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.
- 6.12 Modo acknowledges and agrees that Developer and the Membership Holder will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project Fee and the maintenance, use of and access to the Shared Vehicle Parking Space and EV Station.





- 6.13 Modo will reimburse the Rental Owner the amount paid by the Rental Owner for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Rental Owner and Modo.
- 6.14 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if use of the Shared Vehicle Parking Space is not possible in accordance with section 3.1 or 3.2 and for a duration greater than twenty-four (24) consecutive hours and until use of the Shared Vehicle Parking Space has been re-established in accordance with sections 3.1 and 3.2. Promptly following use being re-established in accordance with sections 3.1 and 3.2, Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.15 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if status or use of the EV Station is not in accordance with section 3.4 for a duration greater than twenty-four (24) consecutive hours and until status and use of the EV Station have been re-established in accordance with section 3.4. Promptly following status and use of the EV Station being re-established in accordance with section 3.4, Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.16 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 6.17 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 6.18 Modo confirms and agrees that, in accordance with Modo's membership documentation, each Resident will be individually responsible for any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise arising from the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns.
- 6.19 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

## **ARTICLE 7 - MARKETING AND ASSESSMENT**

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.



- 7.2 Modo will establish a marketing program (the “**Marketing Program**”) where Modo will, within fifteen (15) days following the Commencement Date, credit \$100 of driving credits (“**Driving Credits**”) to the Modo account of each Resident who becomes a Modo Member for the first time, which Driving Credits will only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
- 7.3 Modo will allow each commercial tenant renting a space in the Development to open a Modo business account and register its employees as business drivers without incurring membership and registration fees.
- 7.4 Throughout the duration of the leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer’s existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
- (a) a short description of Modo, the Services, the Driving Credits and the Partnership Membership on the Development’s website;
  - (b) to the extent permitted by law, a direct email or mail to the Residents shortly after such Residents have moved in the Development, with a link to a dedicated “welcome” page on Modo’s website;
  - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after first occupation of the Development, with a link to a dedicated “welcome” page on Modo’s website; and
  - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Services, the Driving Credits and the Partnership Membership,
- and the Membership Holder consents and agrees to the foregoing and will take such steps as reasonably required to assist Developer in carrying out the foregoing obligations.
- 7.5 From the date of this Agreement until the termination of this Agreement, Developer and Modo will allow use of each other’s graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party’s graphics (as approved by each party in writing).
- 7.6 Developer and Modo will only use each other’s wordmarks, logos or trade names pursuant to section 7.5 solely in connection with activities relating to the





Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).

- 7.7 The Membership Holder will permit Modo to assess, not more than once a year, the impacts of its Services by facilitating the administration of assessment measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such assessment measures.

### **ARTICLE 8 - SECURITY INTEREST**

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

### **ARTICLE 9 - NO FIXED TERM**

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

### **ARTICLE 10 - MUTUAL REPRESENTATIONS**

- 10.1 Each party represents and warrants to the other that:
- (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
  - (b) it has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and
  - (c) such party’s obligations under this Agreement constitute legal, valid and binding obligations, enforceable against such party in accordance with the terms herein.

### **ARTICLE 11 - TERMINATION AND AMENDMENT**

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this






Agreement will be terminated and both parties will be relieved of their obligations herein, except as expressly set out herein.

- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 During the Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services of the Municipality.
- 11.4 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C, so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space to a location off the Lands, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of the Shared Vehicle pursuant to section 11.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and sections 3.1 to 3.4, 5.8, 6.7 and 6.13 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Residents, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, any of the parties may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

## **ARTICLE 12 - SUBSEQUENT TRANSFERS OF RENTAL UNITS**

- 12.1 If at any time following the assumptions and transfer referred to in section 4.1, the Rental Owner subsequently transfers its interest in the Rental Units to a

  
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transferee, then the Rental Owner will cause such transferee to execute an assumption agreement which provides that such transferee agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of Developer and the Membership Holder under this Agreement, and the Rental Owner will transfer the Rental Owner's interest in the Subject Shares to such transferee, and the transferring Rental Owner will not be liable for any obligations or liabilities arising hereunder from and after the date of such transfer.

### **ARTICLE 13 - DEFAULT**

- 13.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) days of receipt of such written notice, the party claiming default may deliver notice of dispute in accordance with section 14.1(a) and proceed with the dispute resolution procedures provided for in ARTICLE 14 -.

### **ARTICLE 14 - DISPUTE RESOLUTION**


- 14.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
- (a) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
  - (b) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
  - (c) if the dispute remains unresolved for thirty (30) calendar days after a notice of dispute has been issued as per section 14.1(a)., or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties will agree upon and appoint a mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) days following receipt of the responding party's written notice of reply





referred to in section 14.1(b), the dispute will be resolved by an Arbitrator (as defined below) in accordance with section 14.1(e). No individual with any direct or indirect interest in the subject matter of this Agreement or any direct or indirect interest in the parties to this Agreement may be appointed as a Mediator;

- (d) if the dispute has not been resolved within ten (10) days after the Mediator has been appointed under section 14.1(c), or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
- (e) except for claims for injunctive relief, all claims and disputes between the parties to this Agreement arising out of or relating to this Agreement which are not resolved by the Mediator in accordance with section 14.1, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;
- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power to, among other things, specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
- (g) an award or order rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
- (h) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.

  
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- 14.2 The dispute resolution provisions of section 14.1 will survive termination of this Agreement in respect of any dispute resolution process that is commenced under section 14.1 prior to the date of termination.

## **ARTICLE 15 - NOTICES**

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

(a) Developer:

- 400, 1550 5<sup>th</sup> Street SW
- Calgary AB T2R 1K3
- Email: [ralph.bennetsen@arlingtonstreet.ca](mailto:ralph.bennetsen@arlingtonstreet.ca) and [propertymanager@arlingtonstreet.ca](mailto:propertymanager@arlingtonstreet.ca)

(b) Modo

- 200 – 470 Granville Street, Vancouver, BC, V6C 1V5
- Email: [info@Modo.coop](mailto:info@Modo.coop)

- 15.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following their posting in B.C. or emailing.

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

## **ARTICLE 16 - ASSIGNMENT**

- 16.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo, which notice will include the contact information of the parties to which the Agreement is being assigned.

## **ARTICLE 17 - INDEMNITY**

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



## ARTICLE 18 - GENERAL

- 18.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 18.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 18.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof.
- 18.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will constitute a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right, power or privilege.
- 18.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 18.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 18.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 18.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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





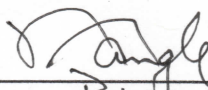


**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**By Modo:**

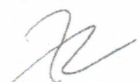
**MODO CO-OPERATIVE**, by its authorized signatory

By:

  
Name: Patrick Nangle  
Title: CEO

**By ASI CENTRAL LIMITED PARTNERSHIP,**  
by its general partner **ASI CENTRAL GP INC.**, by its authorized signatory

By:

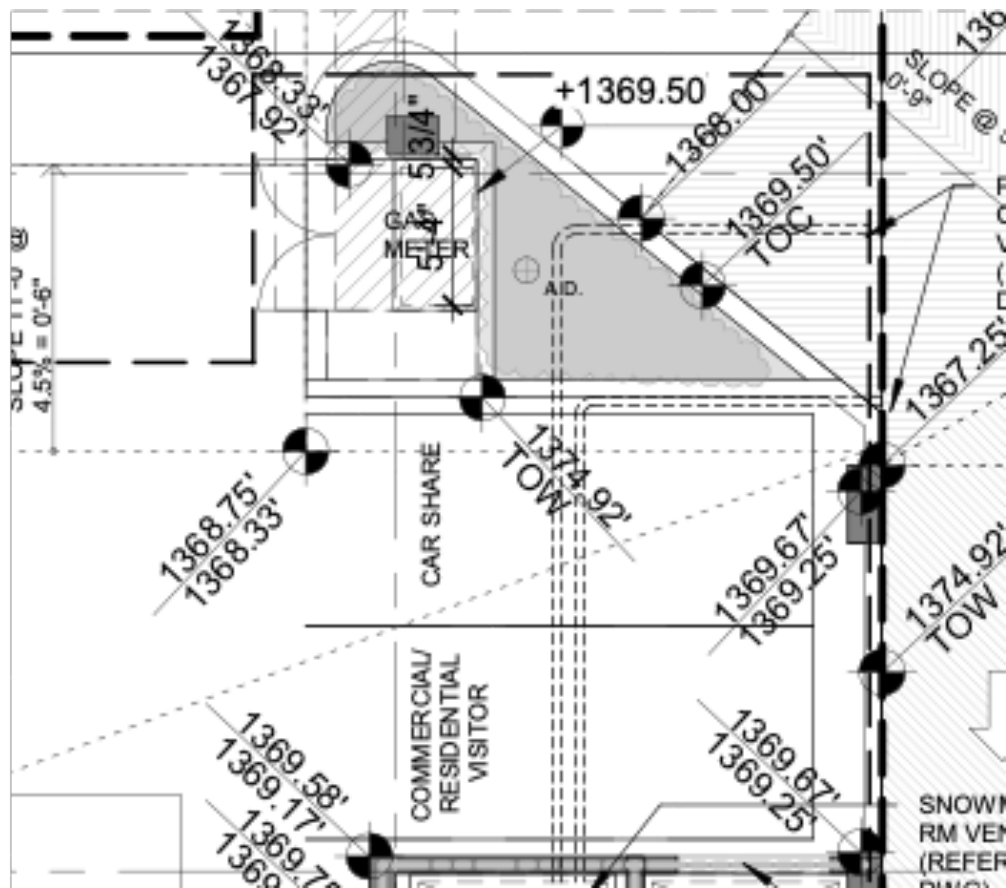
  
Name: Frank Lonardelli  
Title: President



SCHEDULE A

SHARED VEHICLE PARKING SPACE

WIDTH 2.9 M X LENGTH 5.5 M





## **SCHEDULE B CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE**

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

### **1. General**

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

### **2. Dimensions**

The Shared Vehicle Parking Space dimensions shall be standardized:

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

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

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

### **3. Location**

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

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

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





#### 4. Access

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

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

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

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

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

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

#### 5. Maneuverability

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

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

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

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





## 6. Signage

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

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

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

## 7. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed with:

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

## 8. Connectivity


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

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

## 9. Electric Vehicle charging infrastructure

The Vehicle Parking Space shall be provided with an EV Station (as defined below) featuring:

- a. an RFID card reader to enable/disable power distribution, which card reader must be programmable to authorize a defined set of RFID cards; and

  
Page 3 of 4



- b. networking/telematic capabilities for which the adequate administration credentials/rights have been granted to Modo, allowing Modo to remotely monitor equipment status and collect utilization data.

EV Station means a 40 amp (minimum), 208-volt, single phase Level 2 electric vehicle charging level (as defined by SAE International's J1772 standard) charging outlet capable of charging an electric vehicle and includes all wiring, electrical transformer and other electrical equipment necessary to supply the required electricity for such outlet, and mechanical ventilation modifications, all of which is to be provided, installed, maintained and replaced by Developer, at Developer's sole cost and to be used for the sole purpose of supplying electricity to the Shared Vehicle Parking Space.



Page 4 of 4



## SCHEDULE C PARTNERSHIP MEMBERSHIP RULES

1. The following terms have the following meanings:
  - (a) **“Development”** means the rental residential development known as \_\_\_\_\_ located at \_\_\_\_\_, British Columbia;
  - (b) **“Membership Holder”** means the Rental Owner;
  - (c) **“Modo”** means Modo Co-operative;
  - (d) **“Rental Owner”** means the owner of the Development;
  - (e) **“Residents”** means, collectively, residents of the Development, and each such resident is referred to herein as a **“Resident”**;
2. The Membership Holder has assumed, or will assume, an agreement (the **“Co-operative Carsharing Agreement”**) with Modo pursuant to which Modo granted to the Membership Holder a Modo partnership membership ( the “Membership”) by issuing to the Membership Holder a certain number of membership shares in Modo (the **“Modo Shares”**) for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, may, on a continuing basis, enjoy the benefits of the Membership subject to meeting Modo’s eligibility requirements as set out on Modo’s website from time to time and as set out herein (the **“Membership Eligibility Criteria”**).
4. Residents who are granted the rights and benefits of the Membership from time to time (the **“Partner Users”** and, each a **“Partner User”**) will benefit from the same price plan for usage of Modo vehicles as other member shareholders of Modo but, for clarity, will not have any voting rights in respect of the Membership or Modo.
5. Any Resident may apply to become a Partner User, provided that membership privileges will be granted to applying and eligible Residents on a first-come, first-served basis.
6. In order for a Resident to become a Partner User, the Resident must submit to Modo, an application including (but not limited) to the following:
  - (a) the applicant Resident, if the holder of a driver’s licence issued in British Columbia, Canada, must prove current residency at the Development by





providing Modo with a copy of its current driver's records indicating their address within the Development;

- (b) the applicant Resident, if the holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and their address within the Development; and
  - (c) the applicant Resident, must provide contact information and such other information regarding the Resident as may be reasonably required by Modo for the purposes of determining if the Resident qualifies for the Membership Eligibility Criteria.
7. Each Partner User will be responsible for and will save the Membership Holder harmless from any and all liabilities incurred by the Membership Holder and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made against the Membership Holder by Modo or by any other person, to the extent resulting from such Partner User's participation in the Membership and except to the extent resulting from the negligence or willful misconduct of the Membership Holder.
  8. A Resident may only be a Partner User and may only exercise the rights and benefits of the Membership while such Resident meets the Membership Eligibility Criteria.
  9. If at any time Resident who is a Partner User ceases to meet the Membership Eligibility Criteria, then the Resident will cease to be a Partner User and may only reapply to be a Partner User when the Resident again meets the Membership Eligibility Criteria.
  10. Except as otherwise provided in these rules, a Partner User may only enjoy and exercise the benefits of the Membership while the Partner User is a Resident, and the benefits that a Partner User enjoys under the Membership may not under any circumstances be assigned, transferred or sold by the Partner User to any party.
  11. If a Partner User does not book a Modo vehicle at least once during a period of twelve (12) consecutive months, Modo may cancel such Partner User's participation in the Membership.
  12. The Modo Shares remain at all times in the name of the Membership Holder.
  13. Partner Users may only make use of Modo vehicles in accordance with the policies and rules of Modo.
  14. These rules will have no further force or effect upon termination of the Co-operative Carsharing Agreement.





**SCHEDULE D**  
**SHARED VEHICLE DEPLOYMENT SEQUENCE**

Commenceme nt of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Within seven (7) days after the Commencement Date.	<ul style="list-style-type: none"> <li>• The Project Fee has been paid to Modo at least 60 days prior to the Commencement Date as per section 2.1 of this Agreement;</li> <li>• The Shared Vehicle Parking Space is available to Modo as per sections 3.1 and 3.2 of this Agreement; and</li> <li>• The EV Station is operational and accessible to Modo as per section 3.4 this Agreement.</li> </ul>



## SCHEDULE E SECURITY AGREEMENT

BY:  
**MODCO CO-OPERATIVE**  
200 - 470 Granville Street,  
Vancouver, B.C.  
V6C 1V5

(the “Grantor”)

### IN FAVOUR OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “Secured Party”)

### WHEREAS:

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

Make/Model: \_\_\_\_\_  
Vehicle Identification Number: \_\_\_\_\_

(the “Shared Vehicle”); and

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

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

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





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

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



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

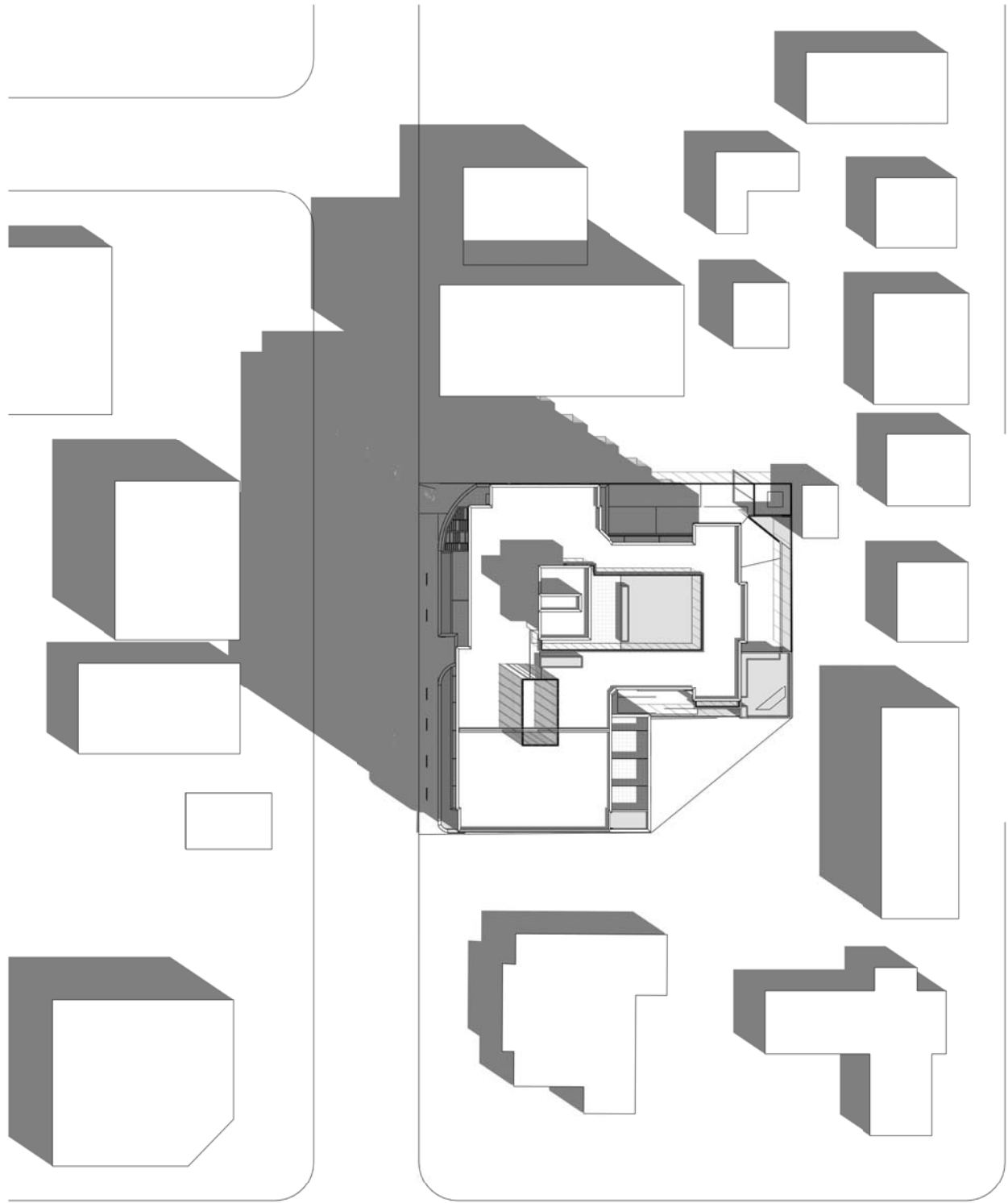
**IN WITNESS WHEREOF** the Grantor has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**MODO CO-OPERATIVE**, by its authorized signatory

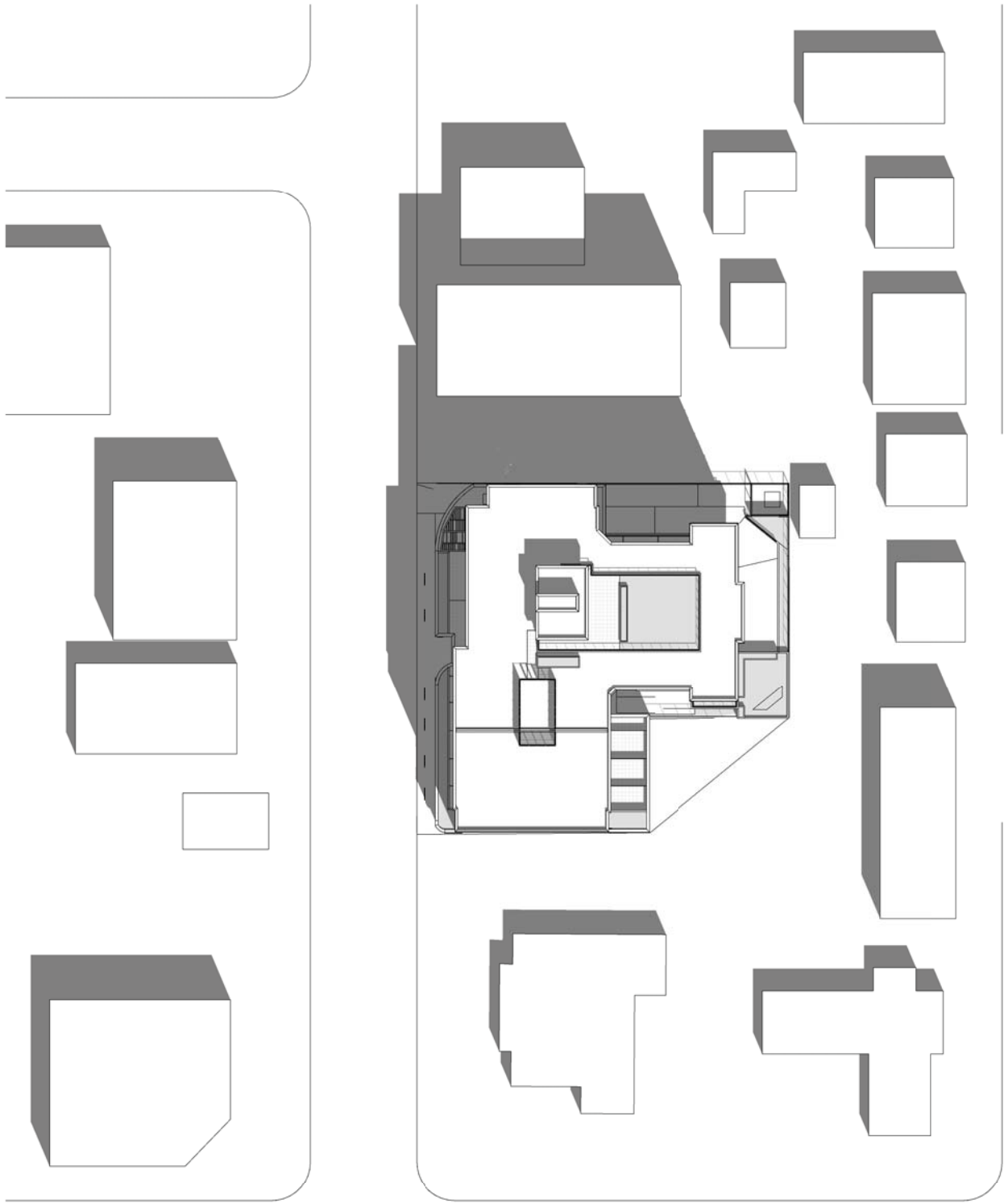
By: \_\_\_\_\_  
Name:  
Title:



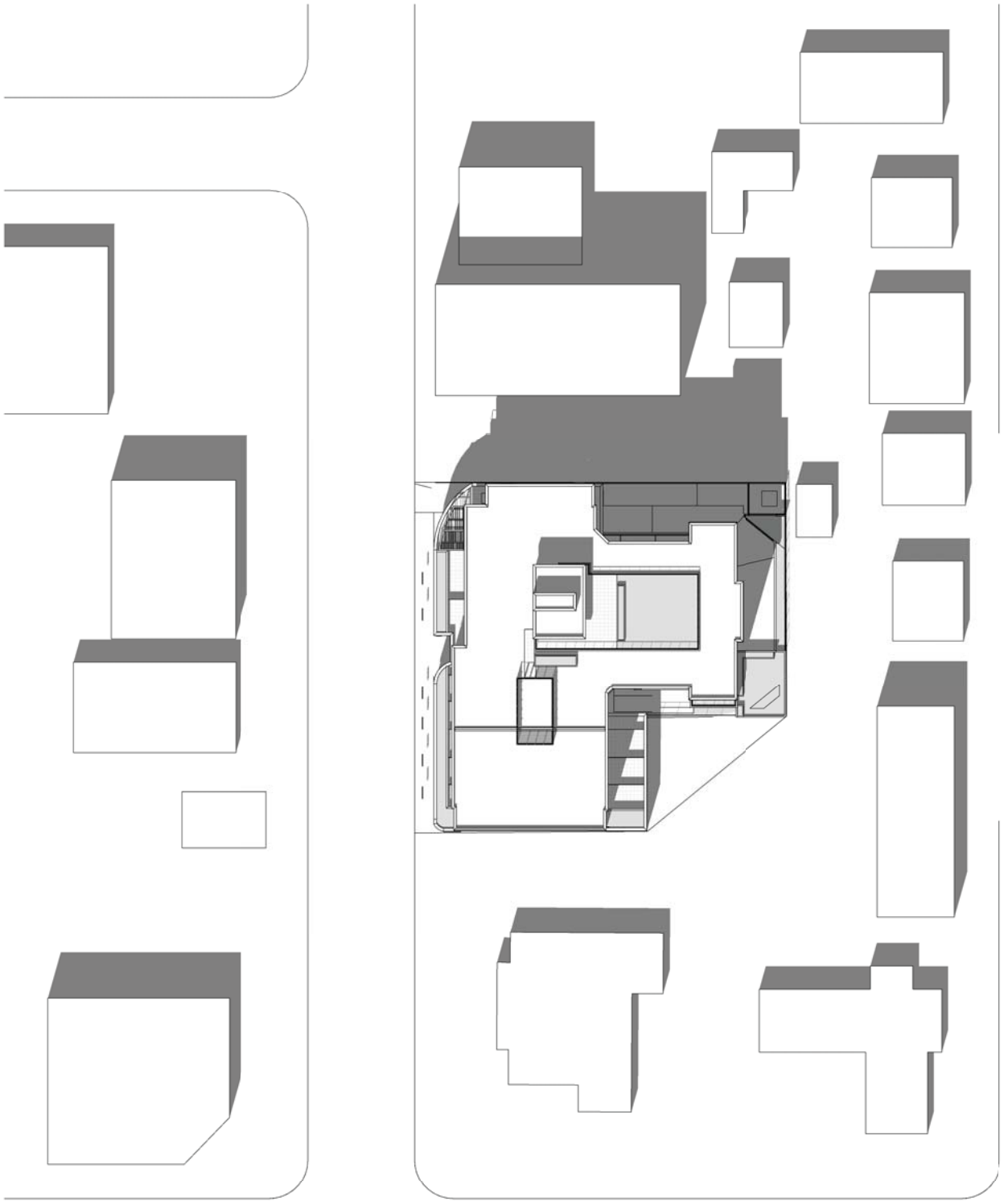




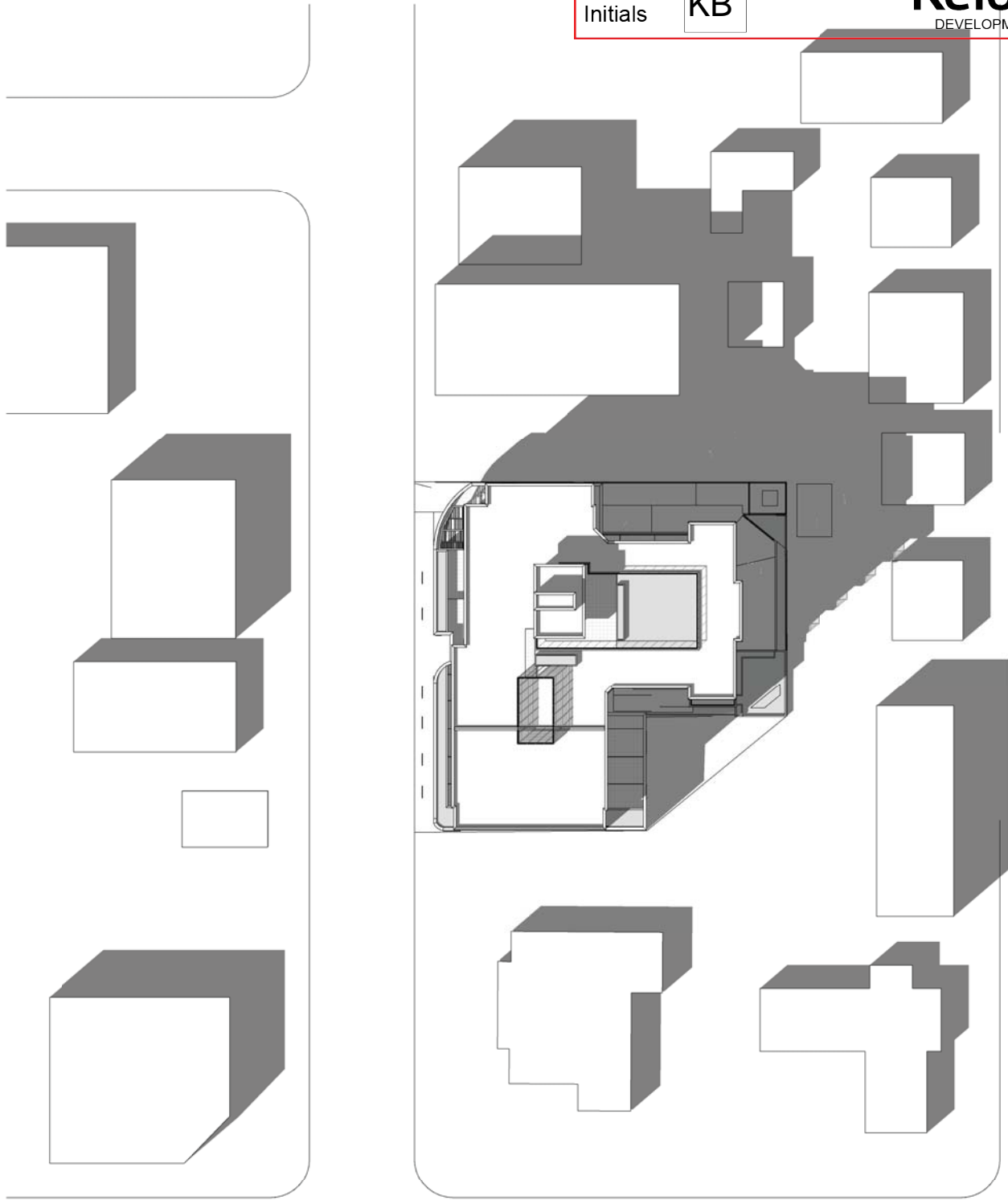
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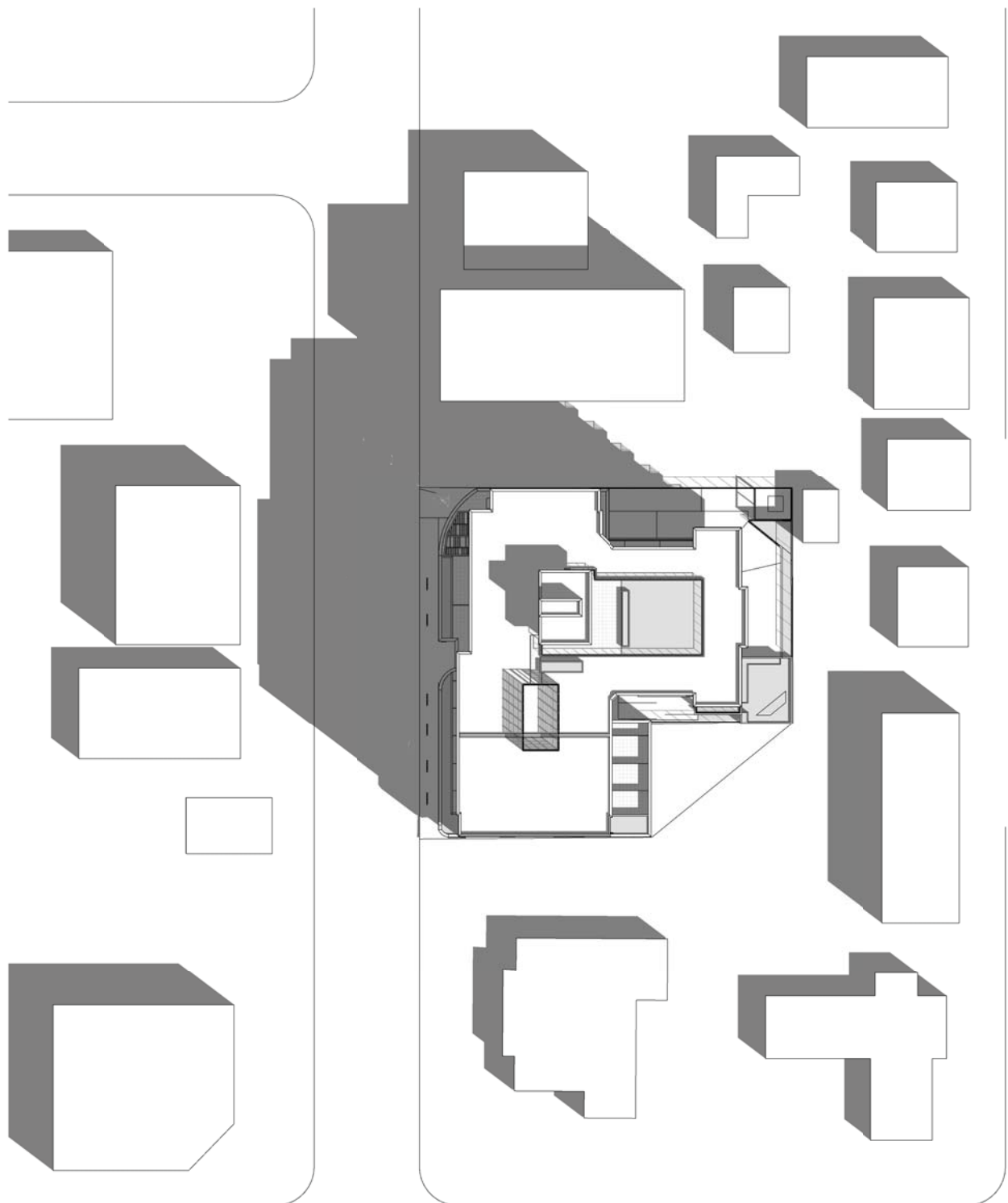
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3 MARCH-21 2:00PM



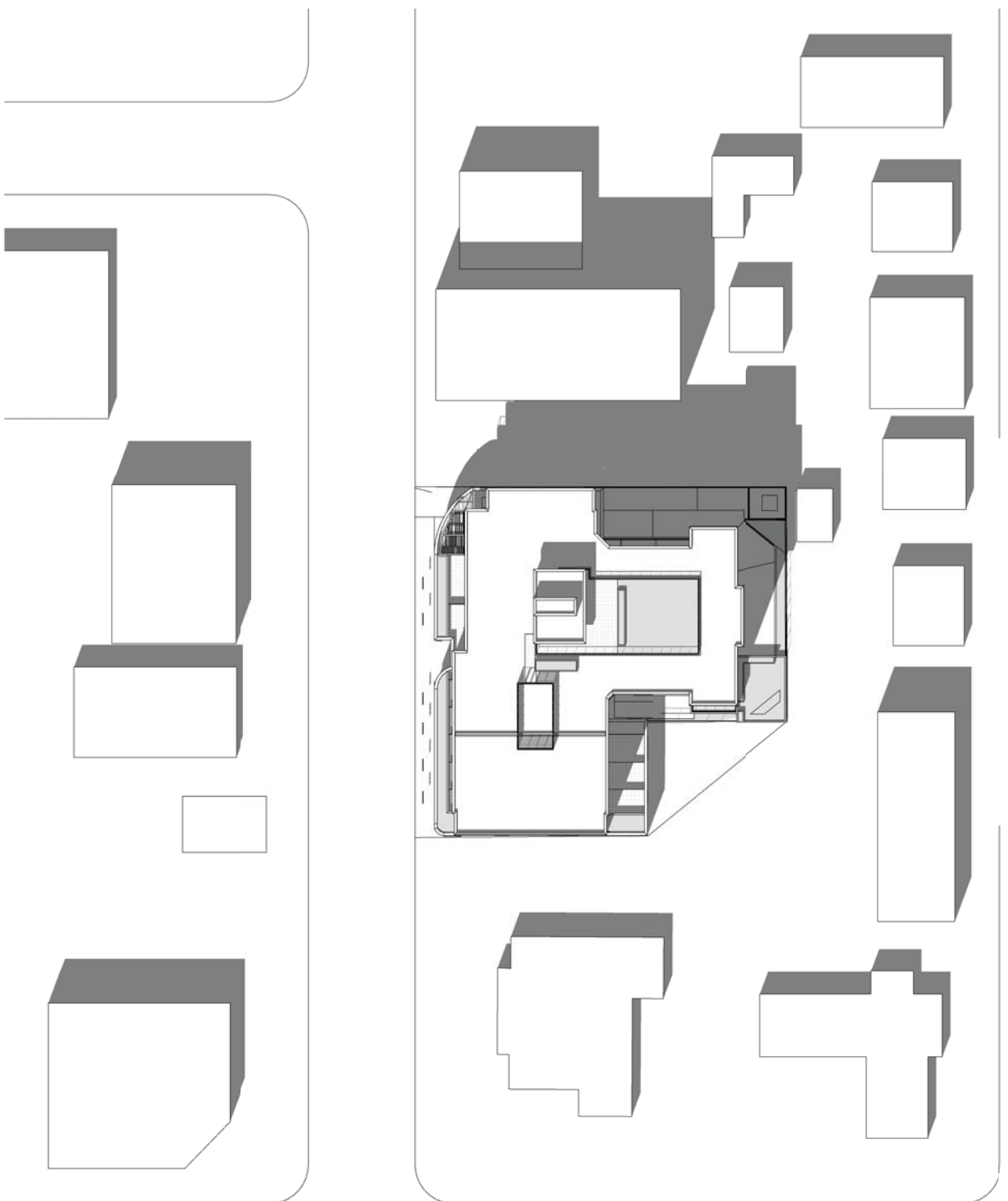
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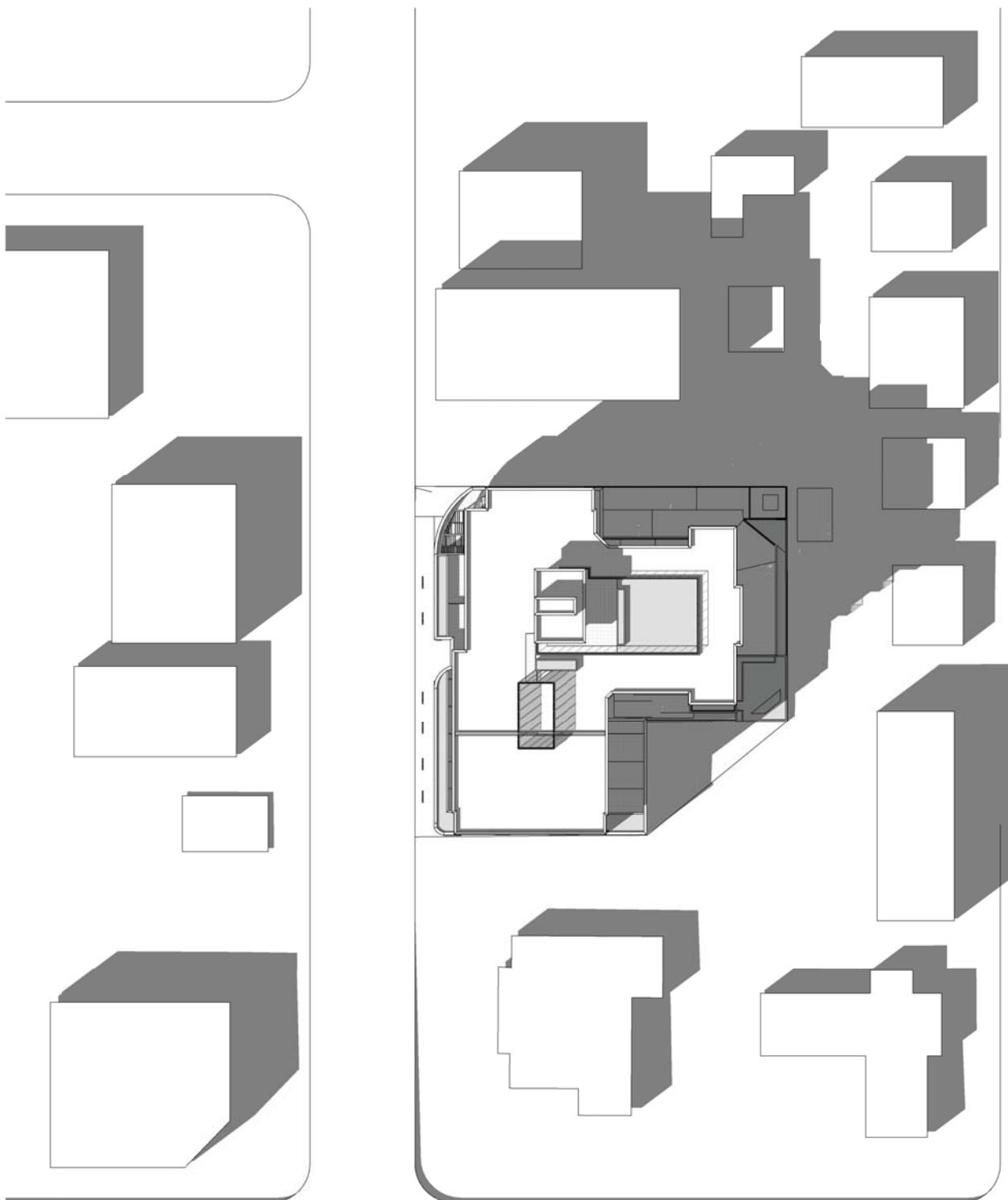
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6 SEPTEMBER-21 12:00PM



7 SEPTEMBER-21 2:00PM



8 SEPTEMBER-21 4:00PM

ATTACHMENT D

This forms part of application  
# DP23-0038 DVP23-0039

Planner Initials KB

City of Kelowna

DEVELOPMENT PLANNING

bfa studio

architects

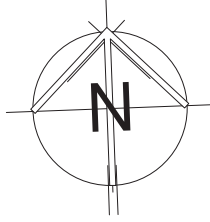
ECO-REGIONAL ARCHITECTURE + INTERIOR DESIGN

600 - 355 Burrard Street  
Vancouver, BC V6C 2G8  
www.besharatfairs.com

T 604 662 8544  
F 604 662 4060  
info@besharatfairs.com

REVISIONS		
NO.	DESCRIPTION	DATE
1	ISSUED FOR REZONING & DP	2022-11-21
2	REISSUED FOR REZONING & DP	2023-02-21

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CLIENT

CENTRAL

PROJECT NO. 22523

PROJECT  
MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE  
SHADOW ANALYSIS

SEAL

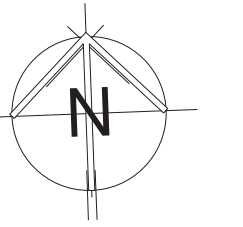


DRAWING NO. REVISION

SA01

DATE	DRAWN
2022-11-21	AZ
SCALE	CHECKED
	HB





CLIENT

# CENTRAL

PROJECT NO.

22523

PROJECT

MIXED USE COMMERCIAL AND  
RENTAL RESIDENTIAL  
DEVELOPMENT  
155-179 Rutland Road,  
Kelowna, B.C.

DRAWING TITLE

## SHADOW ANALYSIS

SEAL



DRAWING NO.

## REVISION

SA02

DATE  
2022-11-21

RAWN  
AZ

SCALE

CHECKED

4B

ID



DP23-0038 DVP23-0039  
155-179 Rutland Rd N

Development Permit & Development Variance Permit

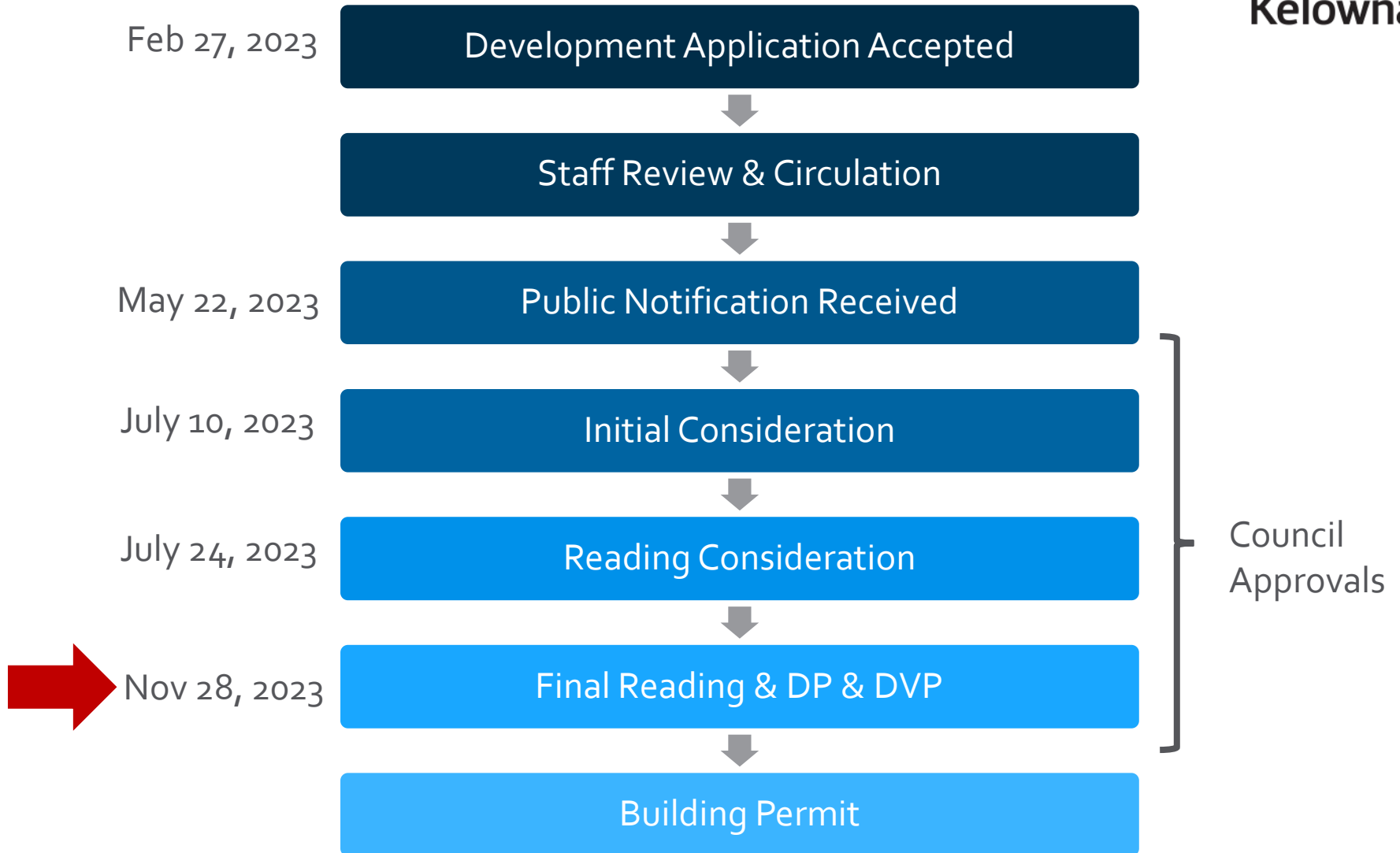


# Purpose

- ▶ To issue a Development Permit for the form and character of a mixed-use development and to issue a Development Variance Permit to vary the minimum side yard setbacks (north and south) for any portion of building above 16.0m in height from 4.0 m required to 0.25 m (north) and 0.13 m (south) proposed.

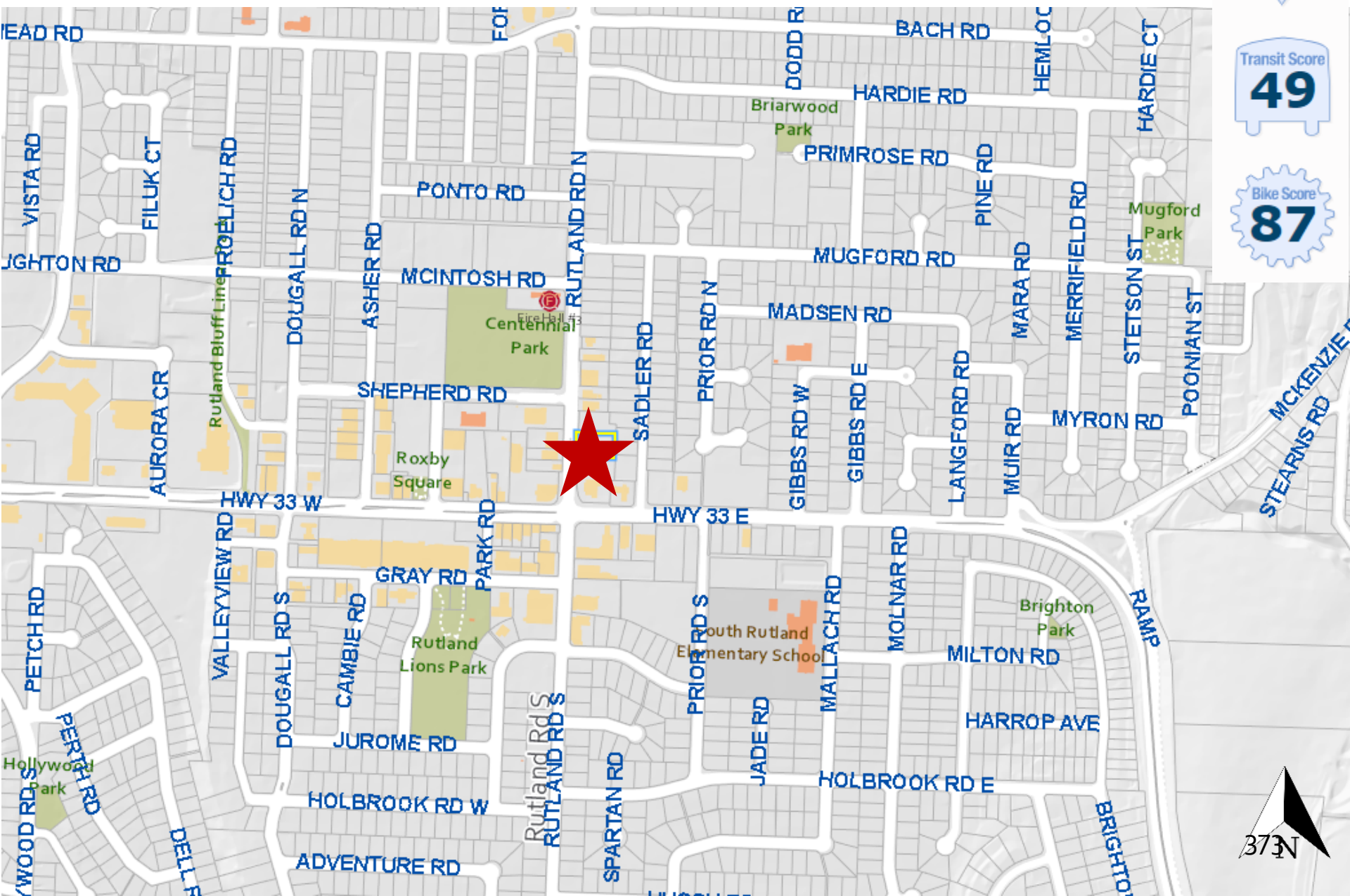


# Development Process





# Context Map



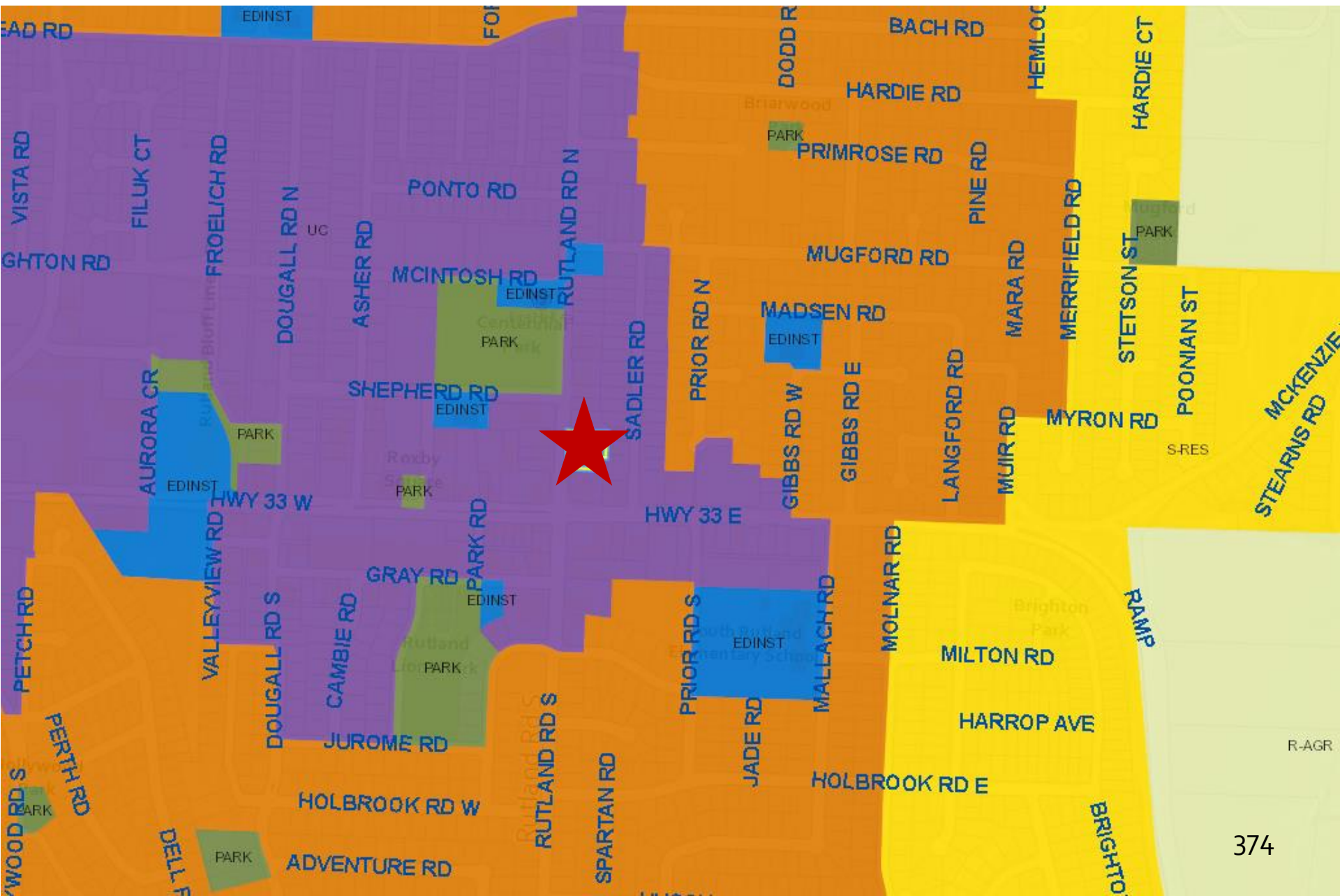
Walk Score  
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Transit Score  
**49**

Bike Score  
**87**









# Subject Property Map





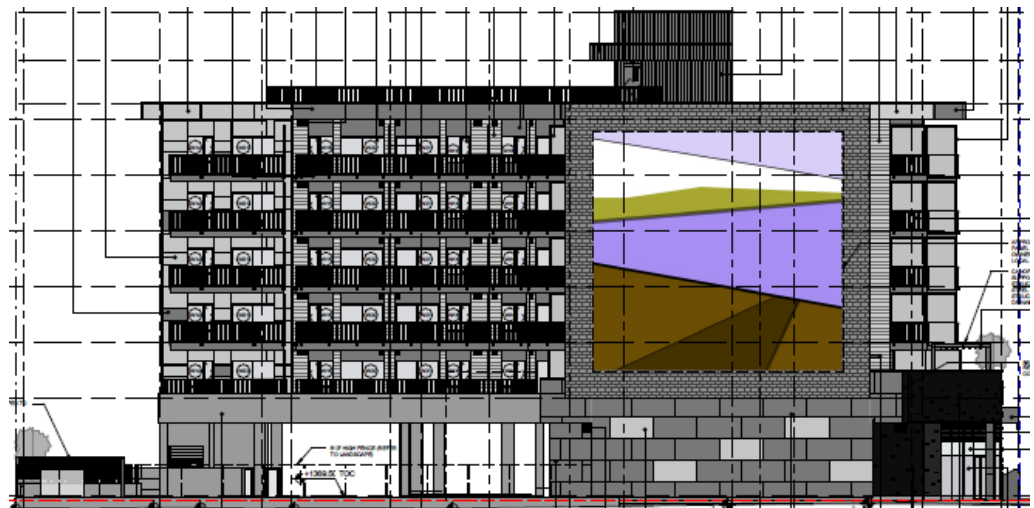
# Technical Details

- ▶ UC<sub>4r</sub> – Rutland Urban Centre Rental Only
  - ▶ 114 units
    - ▶ 40 Bachelor
    - ▶ 35 1-Bedroom
    - ▶ 29 2-Bedroom
    - ▶ 10 3-Bedroom
  - ▶ 6 at-grade commercial units
  - ▶ 6 storeys in height
  - ▶ 78 Parking Stalls On-Site
    - ▶ Car Share Bonus, Rental Only 20% Reduction and Payment in Lieu of Parking utilized
  - ▶ 160 Bicycle Parking Stalls
    - ▶ Long-term bicycle parking bonus



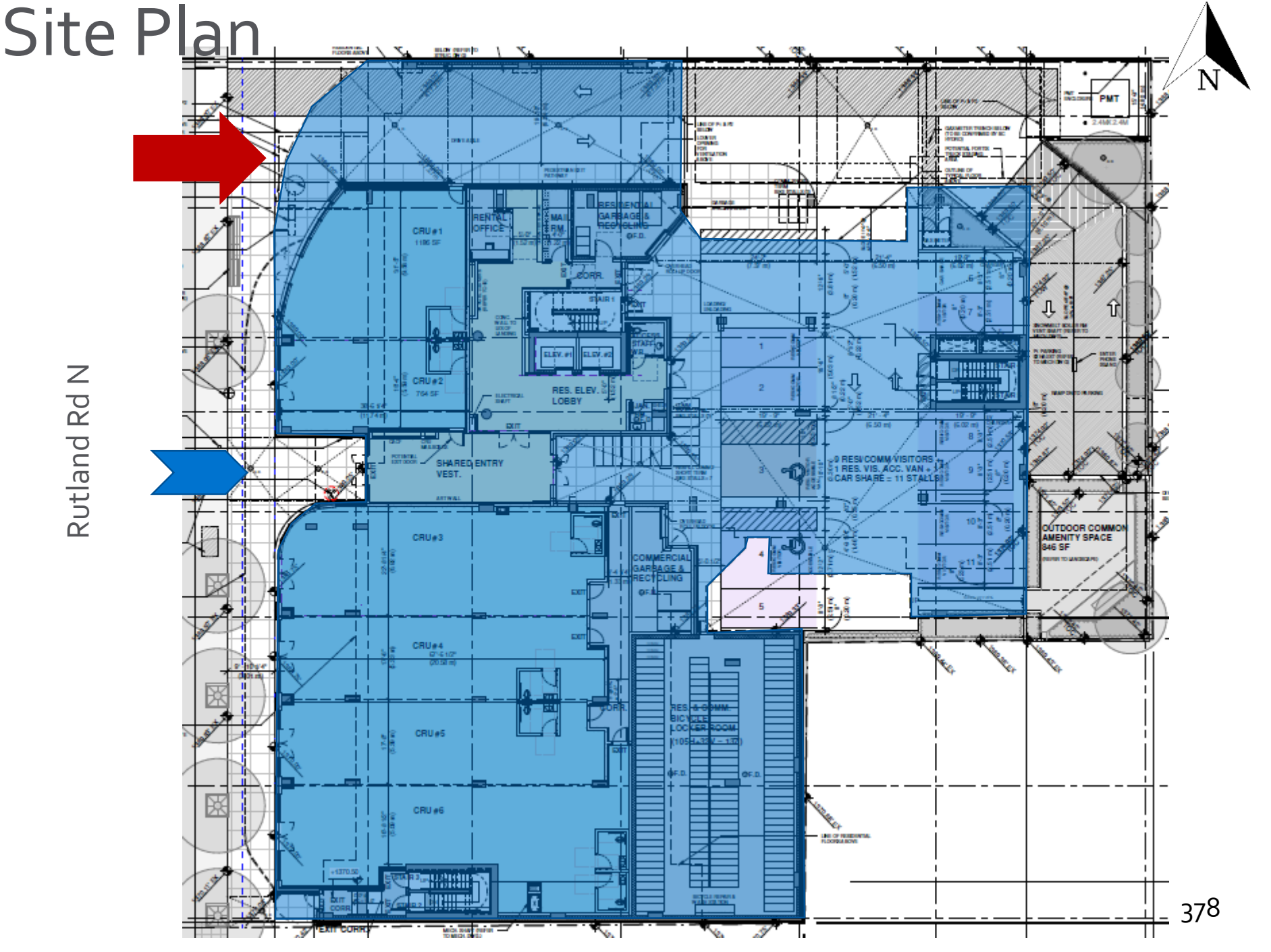
# Variances

- ▶ Requirement for any portion of a building above 16.0 m in height to be setback a minimum of 4.0m from any lot line abutting another property
  - ▶ North and south portions of building do not comply
- ▶ Applicant has tried to mitigate the effects of the variances through the use of a mural (north) and painted concrete block (south) on the firewalls
  - ▶ Contract with Uptown Mural Project for north elevation
  - ▶ Concrete block animated with paint for south elevation





# Site Plan
















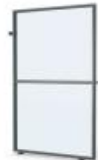

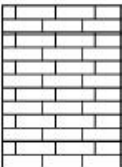

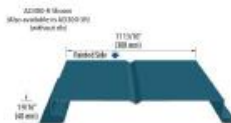
# Elevation – West (Rutland Rd N)





# Materials Board

ITEM	COLOUR FINISH / IMAGE	SYSTEM / PATTERN
1	1.1 	
	1.2 	
2	2.1 	
	2.2 	

ITEM	COLOUR FINISH / IMAGE	SYSTEM
3		
4		
5		
6		

ITEM	COLOUR FINISH / IMAGE	SYSTEM
7.1 & 7.2		
7.3, 7.4 & 7.5		
8		
16		



# Landscape Plan



Rutland Rd N





# Rendering – West





# OCP Design Guidelines

- ▶ OCP Urban Centre Policies
  - ▶ Strengthen Urban Centres as primary hubs of activity.
  - ▶ Focus new development in Rutland strategically to create a new high-density business and residential hub to support improved services and amenities.
- ▶ OCP Design Guidelines
  - ▶ Lobbies and main building entries are clearly visible from the fronting street
  - ▶ Use an integrated, consistent range of materials and colors
  - ▶ Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed DP and DVP as it:
  - ▶ Consistent with OCP Urban Centre Policies and Design Guidelines
  - ▶ Variances mitigated by art and patterns on firewalls
  - ▶ Appropriate location for ground floor commercial and residential density
    - ▶ Proximity to shopping areas, parks & cycling corridors, transit and schools



# REPORT TO COUNCIL

## Supplemental



**Date:** November 28, 2023  
**To:** Council  
**From:** City Manager  
**Address:** 285 Robson Rd W  
**File No.:** Z22-0035

	Existing	Proposed
<b>OCP Future Land Use:</b>	C-NHD – Core Area Neighbourhood	C-NHD – Core Area Neighbourhood
<b>Zone:</b>	RU1 – Large Lot Housing	MF3r – Apartment Housing Rental Only

### 1.0 Recommendation

THAT Council waives the requirement for the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated June 12, 2023 to be considered in conjunction with final adoption of Rezoning Bylaw No. 12541;

AND THAT final adoption of Rezoning Bylaw No. 12541 be considered by Council.

### 2.0 Purpose

To waive a condition of adoption of Rezoning Bylaw No. 12541, and to forward the Bylaw for final adoption.

### 3.0 Discussion

Development Planning recommends support of deferring the requirements of the Development Engineering Memorandum to the time of building permit issuance. The requirements that are being deferred would result in the Development Permit and Development Variance Permit to follow the same procedure as that of pre-zoned properties in our Urban Centres. Deferring these requirements allows the Development Permit and Development Variance Permit be considered on Council's final Public Hearing of 2023.

### 4.0 Background

Resolution	Date
<p>THAT Rezoning Application No. Z22-0035 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 Section 23 Township 26 ODYD Plan EPP120337, located at 285 Robson Rd W, 280 Rutland Rd S, Kelowna, BC from the RU1 – Large Lot Housing zone to the MF3r – Apartment Housing Rental Only zone, be considered by Council;</p> <p>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 June 12, 2023;</p>	<p>June 12, 2023</p>



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

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

## 5.0 Application Chronology

Application Accepted: October 30, 2023  
 Reading Consideration: November 21, 2023

**Report prepared by:** Jason Issler, Planner I  
**Reviewed by:** Lydia Korolchuk, Acting Planning Supervisor  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services

### Attachments:

Attachment A: Development Engineering Memo



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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** April 6, 2023  
**File No.:** Z22-0035  
**To:** Planning and Development Officer (JI)  
**From:** Development Engineering Manager (NC)  
**Subject:** 285 Robson Rd W & 280 Rutland Rd S



RU1 to RM5r

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The Development Engineering Branch has the following comments and requirements associated with this application to rezone the subject properties from the RU1 – Large Lot Housing to the RM5r – Medium Density Multiple Housing (Residential Rental Tenure only) zone for a 5 storey 106 unit apartment. 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. 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](mailto:arif.bhatia@canadapost.ca) to obtain further information and to determine suitable location(s) within the development.
- c. This property is located within the 800m MoTI Highway Buffer therefore, Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation and Infrastructure (MoTI).
- d. The Developer will be required to provide excess and extended sanitary servicing along the Robson Rd frontage of the proposed development. See Sanitary Sewer section of memo for further details.
- e. 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.
- f. Consolidation of the subject lots and dedication of 2.5m of road along the full Rutland Rd S frontage of all lots will be a requirement of this development.



## 2. DOMESTIC WATER AND FIRE PROTECTION


- a. The subject lot is located within the Rutland Waterworks District (RWD) service area. The developer is required to make satisfactory arrangements with RWD 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 RWD are to be shared with the Development Engineering Branch upon submittal of off-site civil engineering 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. Provide water flow calculations for this development to confirm bylaw conformance (150 L/s for apartments & townhouses).

## 3. SANITARY SEWER SYSTEM

- a. Our records indicate that both of the subject lots are currently serviced with 150-mm diameter sanitary sewer services off Rutland Rd S. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs.
- b. Only one service will be permitted for this development. Service must be complete with an inspection chamber and brooks box (as per SS-S7 & SS-S9), at the applicants cost.
- c. Drawing set included in rezoning application depicts existing sanitary main within Robson Rd W however, there is currently no sanitary infrastructure in this location.
- d. The City requires excess and extended services along the Robson Rd frontage of the proposed development. The excess and extended services shall include:
  - i. Design and installation of a public sanitary sewer collection system along the frontage of the subject lots up to a terminal manhole. Final location of manhole to be determined.
  - ii. Service connections (as per SS-S7) up to property line for all lots along the required sewer collection system

The City will compensate the developer for the cost of installation of the excess and extended portion of the works. Costs for directly attributable components shall be borne by the developer.

- i. Remuneration will based on actual construction costs and be transferred to the developer at the time of substantial completion.
- ii. The cost of excess and extended services shall not be included in the calculation of the City Engineering Administration and Inspection Fee.
- iii. The entire cost of all works shall be included when determining the performance security.

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
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- iv. The developer is to commit to a competitive bidding process for the off-site sewer-related works.

The City reserves the right to complete the public sanitary sewer works in advance of completion by the developer, if necessary.

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

- a. This property is located within an area identified by the City of Kelowna as possibly suited for groundwater recharge. Service connection to the City storm system, complete with onsite detention and flow control, is required for all multi-family land uses. The City will not permit infiltration to ground except for foundation drainage, safe use of infiltration is to be confirmed with submission of a geotechnical report provided by a Professional Engineer competent in the field of hydro-geotechnical engineering.
- b. The Developer's consulting civil engineer must provide a stormwater management plan for the site, which meets all requirements of the Subdivision, Development, and Servicing Bylaw No. 7900. SWMP must include lot grading plan, minimum basement elevations (MBE), and onsite drainage 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.

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## 5. ROAD IMPROVEMENTS


- a. Rutland Rd S is classified in the 2040 OCP as a major arterial, an Active Transportation Corridor, and transit route therefore no access will be permitted off this frontage. Rutland Rd S must be upgraded along the full frontage, required upgrades are to include removal of driveways, curb and gutter, sidewalk, storm drainage system, fillet paving, LED street lighting, landscaped and irrigated boulevard, and pavement removal, replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- b. Robson Rd W is classified in the 2040 OCP as a local road and must be upgraded to an urban standard along the full frontage of the subject property. Required upgrades are to include curb and gutter, sidewalk, storm drainage system, fillet paving, LED street lighting, landscaped and irrigated boulevard, pavement removal, replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- c. Road cross sections for both Robson Rd W and Rutland Rd S will be provided to consulting engineer, upon request, at time of detailed offsite design.
- d. The existing BC Transit stop fronting the subject lots on Rutland Rd S is to be upgraded and designed as per BC Transit's Infrastructure Design Guide for a "Typical bus stop and furnishing layout", including:
  - i. Accessibility requirements to be met (tactile warning strip, information panels, boarding platforms, etc.)
  - ii. It is recommended to provide min 3.2m width instead of 3m for Transit waiting pad and sidewalk, for constructability proposes.
  - iii. A bus shelter is requested but may be considered in the future, therefore the waiting pad, space and include pre-ducting for future shelter is still required.

Further details on the requirements for the bus pad and bus shelter can be requested from the Development Technician on this file.

- e. 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.
- f. Streetlights must be installed on all public roads. All streetlighting plans are to include photometric calculations demonstrating Bylaw 7900 requirements are met and require 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.

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- b. Burial of existing overhead wires will be required along the frontage of Robson Rd. Developer must make arrangements with the applicable power, telephone, and cable transmission companies to arrange for this work. Designs must be submitted to the Development Engineering Branch at the same time as other "issued for construction" drawings.
- c. 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.
- d. Re-locate existing poles and utilities, where necessary including within lanes. Remove aerial trespass(es).

## 7. **GEOTECHNICAL STUDY**

- a. At time of Building Permit, the Applicant is required to provide a comprehensive geotechnical report, prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below:
  - 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.
- b. 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.

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.

- c. Should any on-site retaining walls surpass the following limits, an Over Height Retaining Wall Permit will be required:

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“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.”


- d. 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).
- e. 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.  
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. DEVELOPMENT RELATED ISSUES / SITE ACCESS**

- a. No driveway access will be permitted off Rutland Rd S. All vehicular access to the development site is to be provided from Robson Rd W. Only one driveway will be permitted with a maximum width of 6m.
- b. Indicate on the site, the locations of loading bays as well as garbage and recycle bins. Provide turning movements for a HSU vehicle to confirm manoeuvrability on site without requiring reverse movement onto Robson Rd W. Garbage pickup from street is not permitted.
- c. Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.
- d. A 2.5m road dedication is required along the full Rutland Rd S frontage of the subject lots to achieve to future 25m Core Area Major Arterial ROW.

## **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).

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- d. A “Consulting Engineering Confirmation Letter” (City document ‘C’) must be completed prior to submission of any designs.
- e. Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City’s Works & Utilities Department. The design drawings must first be “Issued for Construction” by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

#### 10. **SERVICING 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.

#### 11. **CHARGES, FEES, AND SECURITIES**

- 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 Fee: \$50.00 per newly created lot (GST exempt).
  - iii. Survey Monument Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
  - iv. Engineering and Inspection Fee: 3.5% of frontage upgrades (plus GST).

  
 Nelson Chapman, P.Eng.  
 Development Engineering Manager

SK

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# Z22-0035		
Planner Initials	JI	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>



**CITY OF KELOWNA**  
**BYLAW NO. 12541**  
**Z22-0035**  
**285 Robson Road West**

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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 23 Township 26 ODYD Plan EPP120337, located on Robson Road West, Kelowna, BC from the RU1 – Large Lot Housing zone to the MF3r – Apartment Housing Rental Only zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 10<sup>th</sup> day of July, 2023.

Approved under the Transportation Act this 13<sup>th</sup> day of July, 2023.

Audrie Henry

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(Approving Officer – Ministry of Transportation)

Amended at third reading and adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# REPORT TO COUNCIL DEVELOPMENT PERMIT & DEVELOPMENT VARIANCE PERMIT



**Date:** November 28, 2023  
**To:** Council  
**From:** City Manager  
**Address:** 285 Robson Rd W  
**File No.:** DP23-0046 DVP23-0047  
**Zone:** MF3r – Apartment Housing with Rental Only

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## 1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP23-0046 and Development Variance Permit No. DVP23-0047 for Lot 1 Section 23 Township 26 ODYD Plan EPP120337, located at 285 Robson Rd W, 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;
5. The applicant be required to make a payment into the Public Amenity & Streetscape Capital Reserve Fund as established by Bylaw No. 12386 in accordance with Table 6.8.a. in Zoning Bylaw No. 12375;

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 THAT variances to the following section of Zoning Bylaw No. 12375 be granted as shown on Schedule "A":

### **Section 13.5: MF3 – Multi-Dwelling Zones, Development Regulations**

To vary the required minimum flanking side yard from 4.5 m required to 2.1 m proposed.

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

## 2.0 Purpose

To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with a variance to the flanking side yard setback.



### 3.0 Development Planning

Development Planning recommends support for the Development Permit and Development Variance Permit to facilitate a 106-unit apartment building. The proposal is consistent with key Form and Character Design Guidelines in the 2040 Official Community Plan (OCP) and Core Area Neighbourhood, including:

- Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians;
- Break up the building mass by incorporating elements that define a building's base, middle and top' and
- Design shared rooftop amenity spaces to be accessible to residents and to ensure a balance of amenity and privacy.

This proposal is for a five-storey apartment building containing 106 units. The development fronts two streets, Robson Road W and Rutland Road S, with access from the lower classification street, Robson Road W. Required parking is met primarily through underground parking with some parking located at grade. Common and private open space requirements are met on-site through the provision of a common yoga and spin room, amenity lounge, and business centre on the fifth floor. Each unit has either an at grade patio area or balcony for private use. Additionally, accessed from the fifth floor is a common amenity area with trees, planters, community gardens, tables, and games area. The primary building finish materials include light and medium grey and dark blue stucco, metal paneling, and brick. Two large murals will be added above the entrances to create further visual interest.

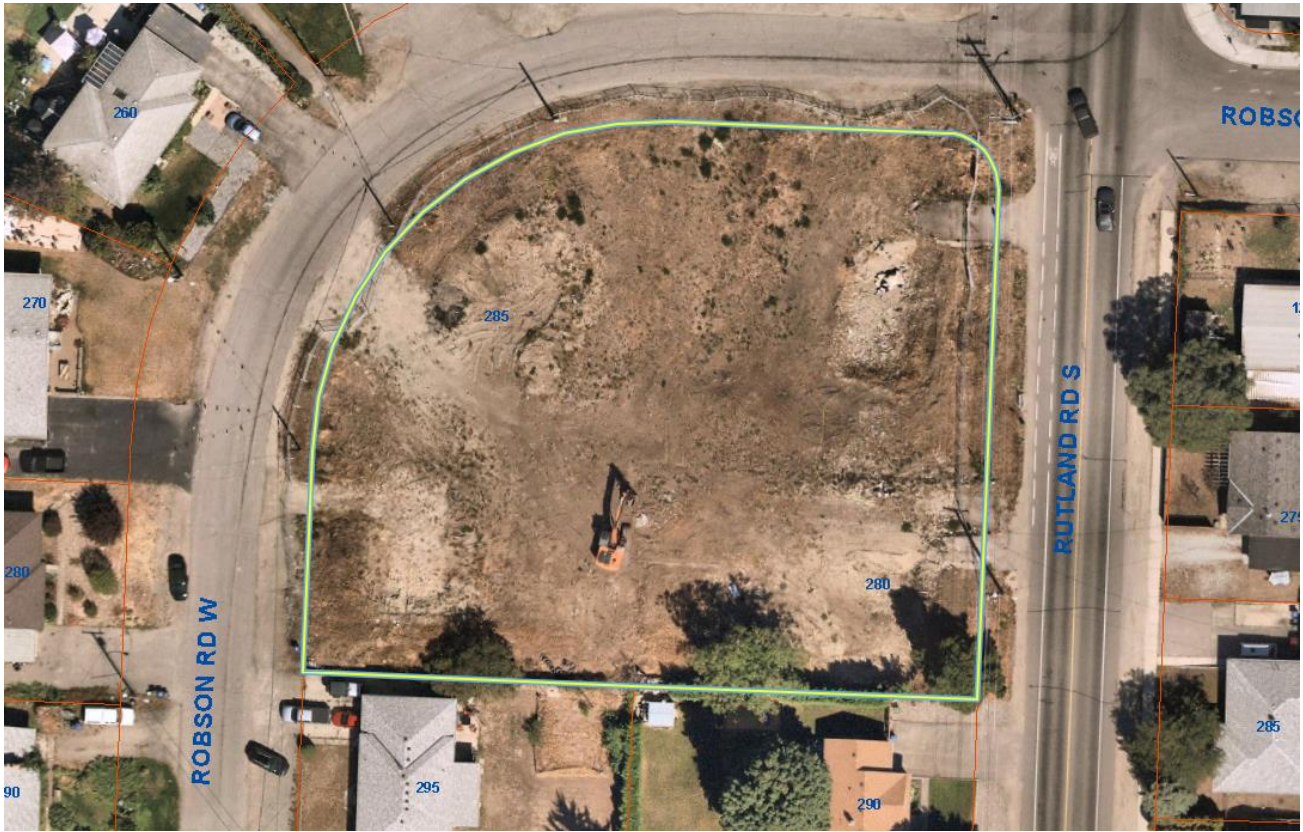
### 3.2 Variances

The project requires a variance to the minimum flanking side yard setback from 4.5 m required to 2.1 m proposed. The variance is due to the unique shape of the property having a long bend for the entirety of the flanking side yard fronting Robson Road. To mitigate the potential impacts of this variance, the applicant has designed this portion of the building to be only four storeys to help reduce the massing along the flanking street. Additionally, 12 trees are proposed in the flanking landscape area to soften the impact of the development.



#### 4.0 Subject Property & Background

##### 4.1 Subject Property Map



The subject property is located at the intersection of Rutland Road S and Robson Road W. The surrounding area to the South and East of the subject property is characterized by single and two dwelling housing. The Rutland Urban Centre is located on the opposite side of Robson Road W to the North and West, containing services and employment opportunities.

#### 5.0 Zoning Bylaw Regulations Summary

AREA & UNIT STATISTICS	
Gross Lot Area	4,193 m <sup>2</sup>
<b>Total Number of Units</b>	<b>106</b>
Bachelor	20
1-bed	51
2-bed	35

DEVELOPMENT REGULATIONS		
CRITERIA	MF3r ZONE	PROPOSAL
<b>Total Maximum Floor Area Ratio</b>		
Base FAR	1.3	1.44
Bonus FAR	0.55	
Max. Site Coverage (buildings)	65 %	49 %



Max. Site Coverage (buildings, parking, driveways)	85 %	83 %
<b>Max. Height</b>		
Base Height	18.0 m / 4 storeys	NA
Bonus Height	22.0 m / 6 storeys	17 m / 5 storeys
<b>Setbacks</b>		
Min. Front Yard (East)	2.0 m	2.0 m
Min. Flanking Side Yard (North)	2.0 m	2.0 m
Min. Flanking Side (North & West) Floors 2-4	4.5 m	2.1 m ❶
Min. Side Yard (South)	3.0 m	6.0 m
<b>Step backs</b>		
Min. Flanking Street (East)	3.0 m	3.0 m
<b>Amenity Space</b>		
<b>Total Required Amenity Space</b>	<b>1,797.5 m<sup>2</sup></b>	<b>1,837.5 m<sup>2</sup></b>
Common	424 m <sup>2</sup>	1,165.9 m <sup>2</sup>
<b>Landscaping</b>		
Min. Number of Trees	20 trees	26 trees
Min. Large Trees	9 trees	15 trees
❶ Indicates a requested variance to minimum flanking side yard setback from 4.5 m required to 2.1 m proposed on floors 2,3, 4.		

PARKING REGULATIONS		
CRITERIA	MF <sub>3</sub> ZONE REQUIREMENTS	PROPOSAL
<b>Total Required Vehicle Parking</b>	<b>131 Stalls</b>	<b>133 Stalls</b>
Residential	130	
Visitor	15	
"r" Subzone Reduction	14	
Ratio of Regular to Small Stalls	Min. 50% Regular Max. 50% Small	60% Regular 40% Small
Bicycle Stalls Short-Term	12 stalls	12 stalls
Bicycle Stalls Long-Term	80 stalls	102 stalls
Bike Wash & Repair	y	y

## 6.0 Application Chronology

Application Accepted: March 6, 2023  
 Public Information Session: May 21, 2023  
 Neighbourhood Notification Summary Received: May 6, 2023

**Report prepared by:** Jason Issler, Planner I  
**Reviewed by:** Lydia Korolchuk, Acting Urban Planning Supervisor  
**Reviewed by:** Jocelyn Black, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Divisional Director, Planning & Development Services



**Attachments:**

Attachment A: Draft Development Permit and Variance Permit DP23-0046 & DVP23-0047

Schedule A: Site Plan & Floor Plans

Schedule B: Elevations & Sections

Schedule C: Landscape Plan

Attachment B: Applicant's letter of rationale

Attachment C: Project Renderings

Attachment D: OCP Form and Character Development Permit Guidelines

For additional information, please visit our Current Developments online at [www.kelowna.ca/currentdevelopments](http://www.kelowna.ca/currentdevelopments).



# Development Permit & Development Variance Permit

## DP23-0046 & DVP23-0047



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

**285 Robson Rd W**

and legally known as

**Lot 1 Section 23 Township 26 ODYD Plan EPP120337**

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

**Apartment Housing Rental Only**

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



**Date of Council Approval:**      **November 21, 2023**

**Development Permit Area:**      Form and Character

**Existing Zone:**      MF3r – Apartment Housing Rental Only

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

**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:**      1329606 BC LTD

**Applicant:**      Lakeview Homes

\_\_\_\_\_  
Jocelyn Black  
Urban Planning 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. DP23-0046 and Development Variance Permit No. DVP23-0047 for Lot 1 Section 23 Township 26 ODYD Plan EPP120337 located at 285 Robson Rd W, Kelowna, BC, subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- Landscaping to be provided on the land be in accordance with Schedule "C";
- The 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;
- The applicant be required to make a payment into the Public Amenity & Streetscape Capital Reserve Fund as established by Bylaw No. 12386 in accordance with Table 6.8.a. in Zoning Bylaw No. 12375;

AND THAT variances to the following section of Zoning Bylaw No. 12375 be granted:

### **Section 13.5: MF3 – Multi-Dwelling Zones, Development Regulations**

To vary the required minimum flanking side yard from 4.5 m required to 2.1 m proposed.

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

## 3. PERFORMANCE SECURITY

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

- An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$171,208.73**

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. PUBLIC AMENITY & STREETScape CAPITAL RESERVE FUND

Public Amenity & Streetscape Capital Reserve Fund Payment in the amount of **\$85,476** required for 4190 m<sup>2</sup> lot area as part of the proposed development.

## 5. INDEMNIFICATION

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



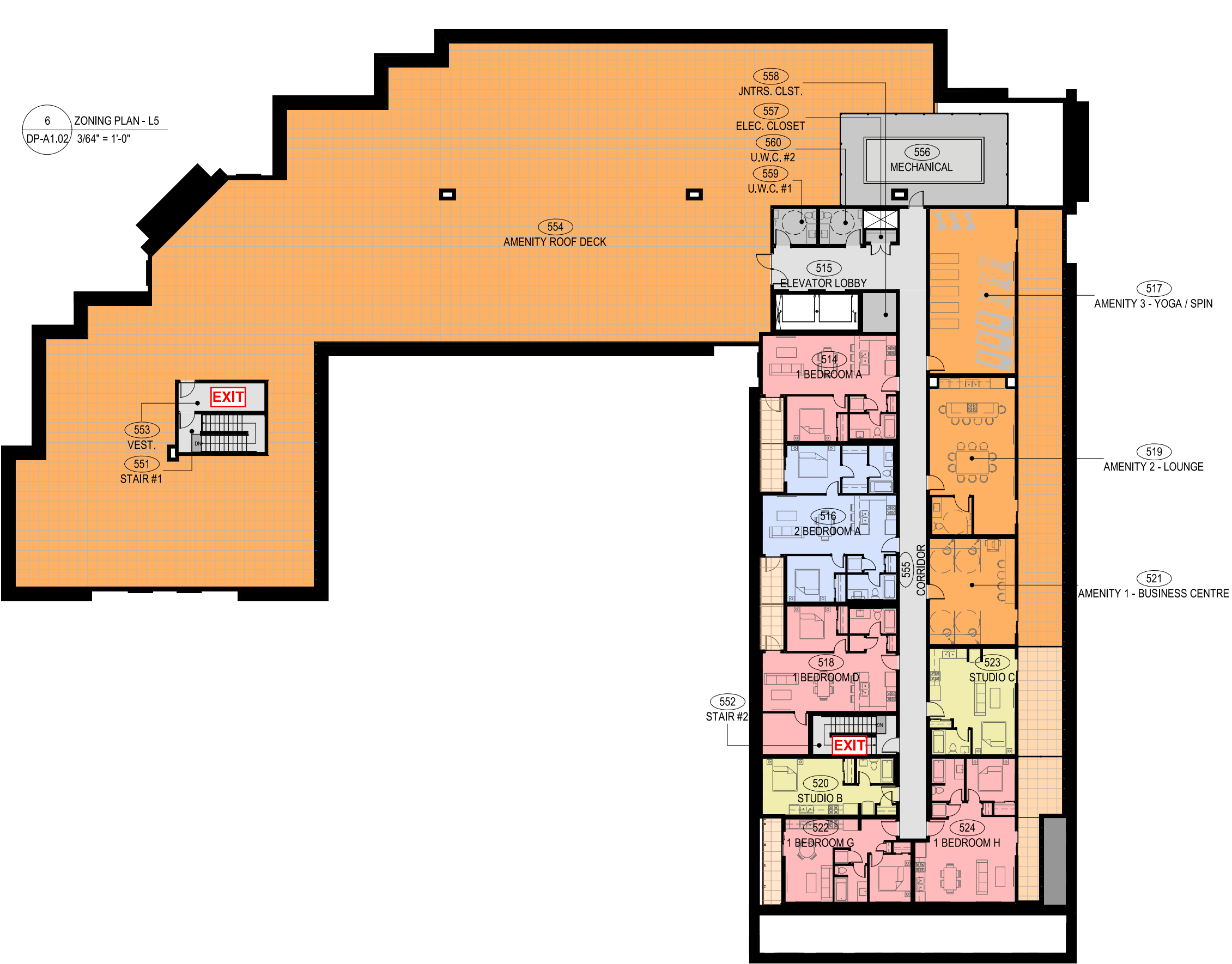
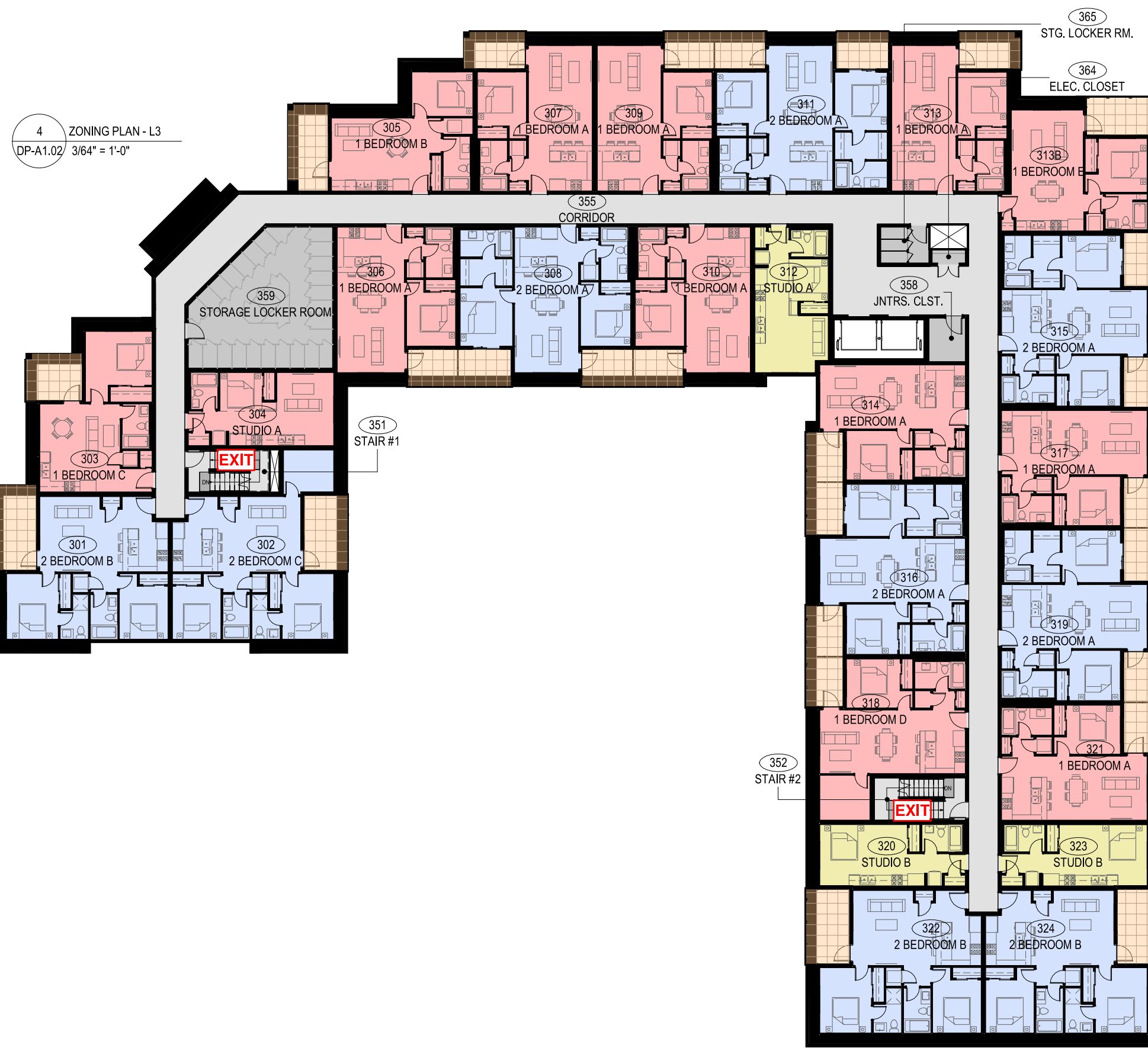
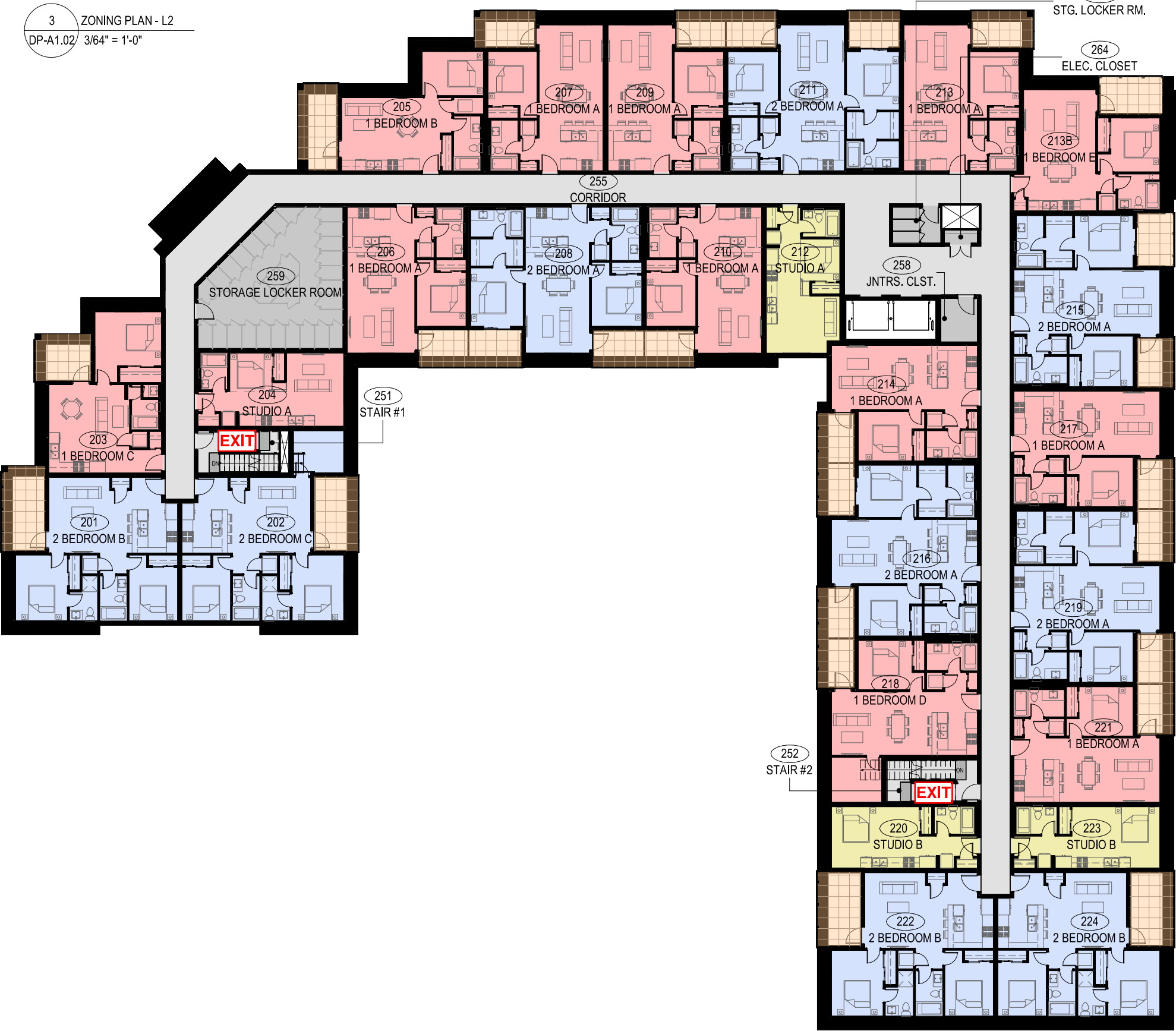
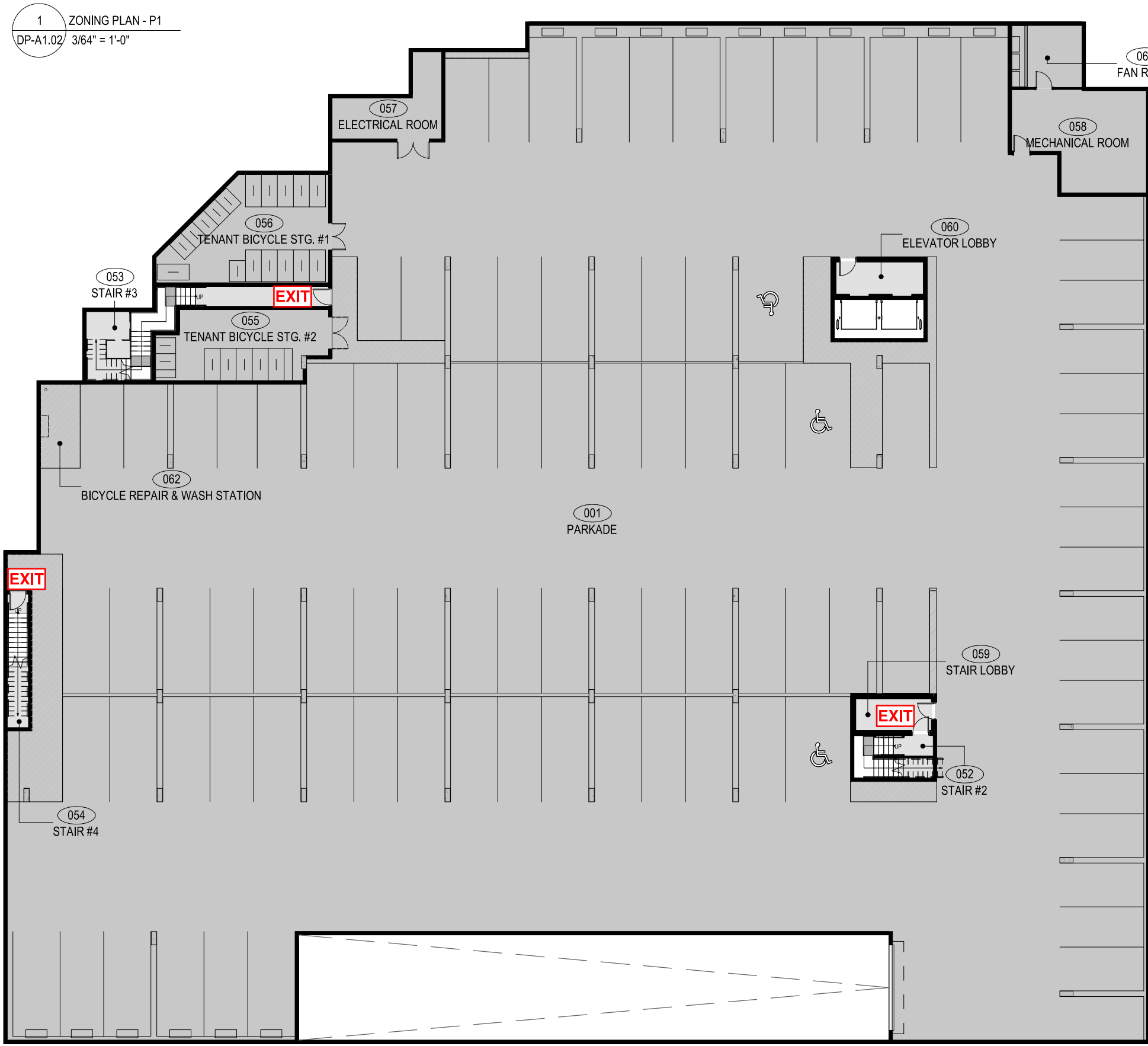
- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

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

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

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# DP23-0046 DVP23-0047		
Planner Initials	JI	 City of <b>Kelowna</b> DEVELOPMENT PLANNING



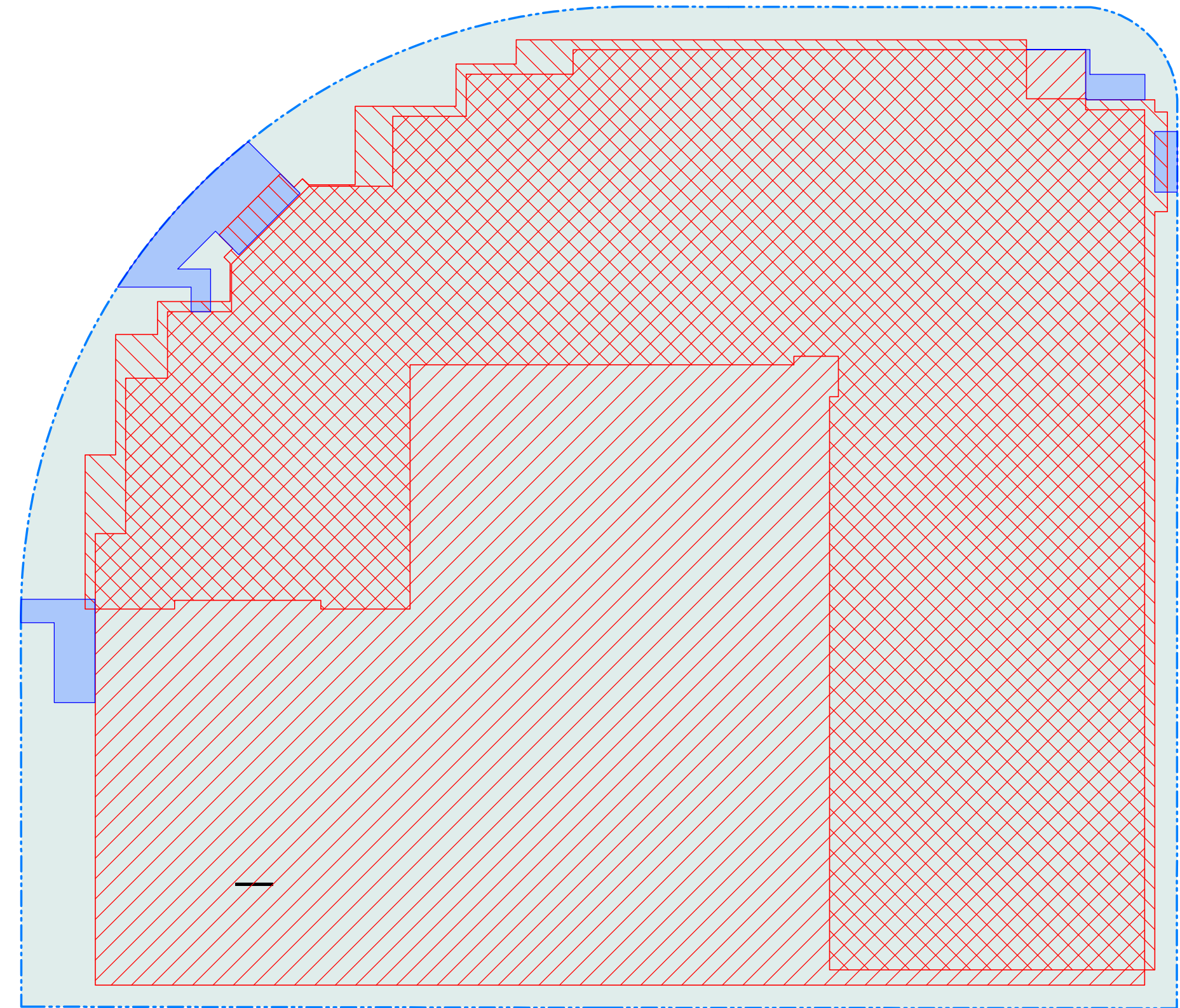


**SCHEDULE A**

This forms part of application  
# DP23-0046 DVP23-0047

Planner Initials **JI**

City of Kelowna  
DEVELOPMENT PLANNING



**ZONING PLANS LEGEND:**

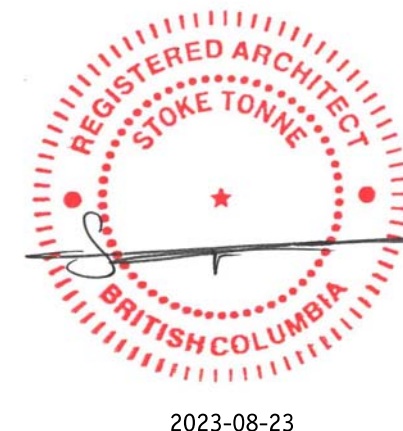
2 BEDROOM UNITS	1 BEDROOM UNITS
STUDIO UNITS	PRIVATE AMENITY - BALCONIES & PATIOS
AREAS NOT INCLUDED IN FSR CALCULATIONS	COMMON AMENITY - ROOF DECK & AMENITY ROOMS
CIRCULATION	PARKING, BUILDING SERVICES, STORAGE

**SITE COVERAGE PLAN LEGEND:**

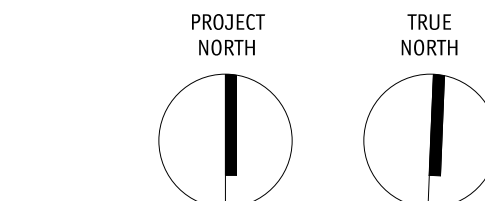
DEDICATION AREA: 2.5m ON RUTLAND ROAD	SITE AREA: POST DEDICATION
BUILDING FOOTPRINT: INCLUDES DECKS & PROJECTIONS	PARKADE FOOTPRINT
SIDEWALKS & ENTRIES	

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TEL: 250.762.2004  
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**m+m a**  
MEIKLEJOHN ARCHITECTS INC.



2023-08-23



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No.	Date	Revision
01	2023-03-02	ISSUED FOR DEVELOPMENT PERMIT
02	2023-06-30	ISSUED FOR DP REVISIONS
03	2023-08-23	ISSUED FOR DP REVISIONS

Project Title  
**RUTLAND RENTAL APARTMENT PROJECT**  
240 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST, KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, OYD, PLAN EPP120337

Drawing Number  
**DP-A1.02**

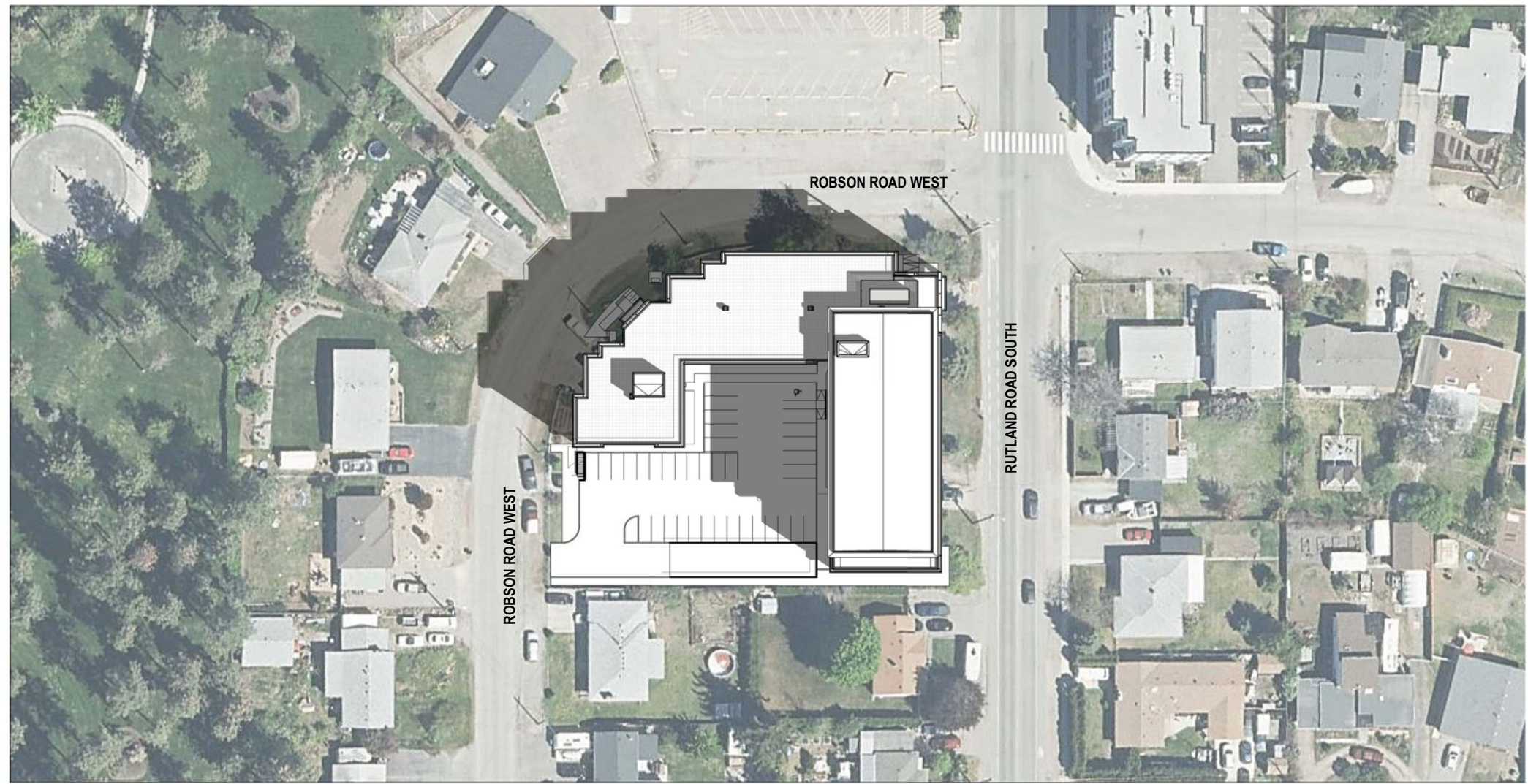
DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

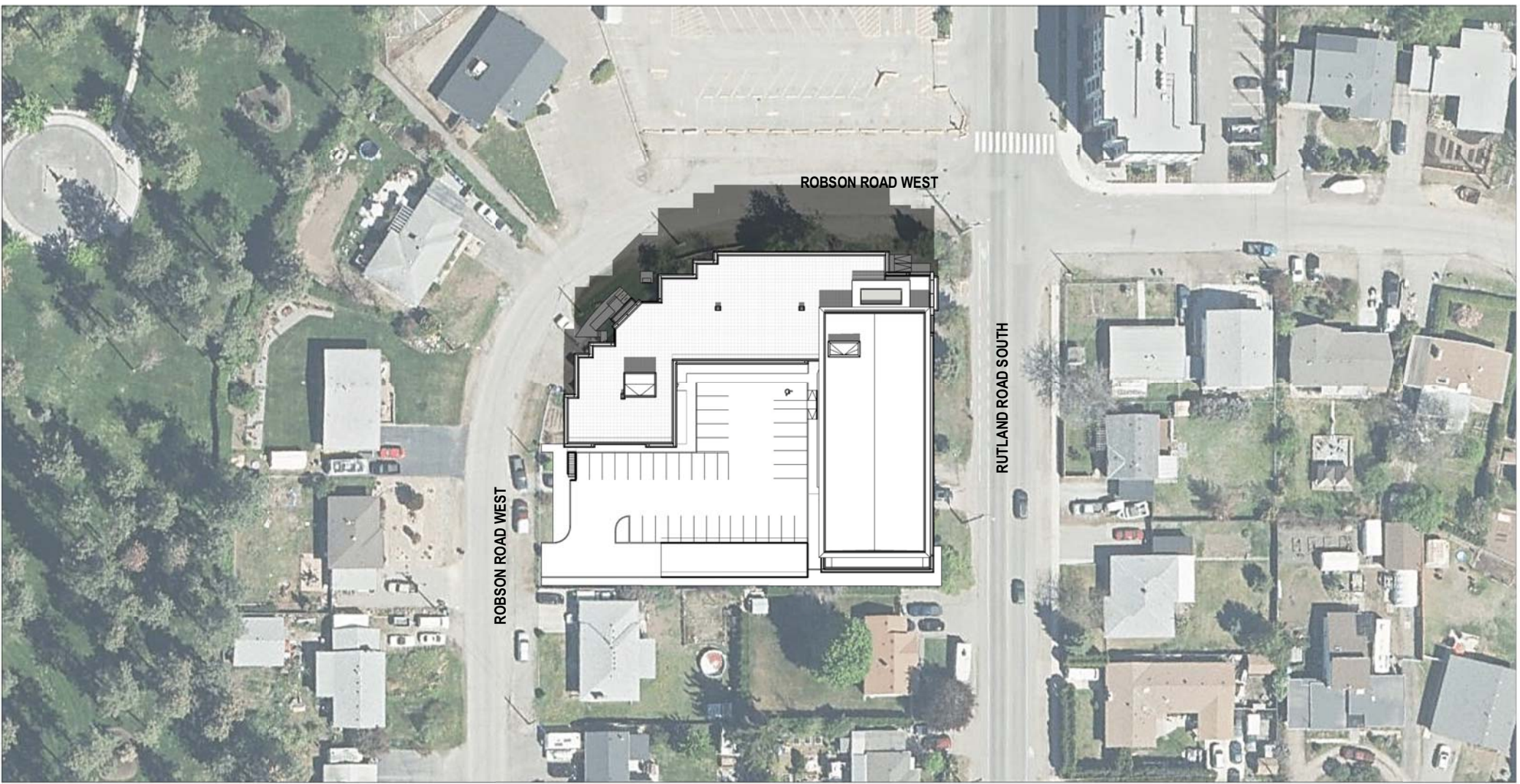
**ZONING PLANS**

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Drawn	T.R.
Checked	S.T.

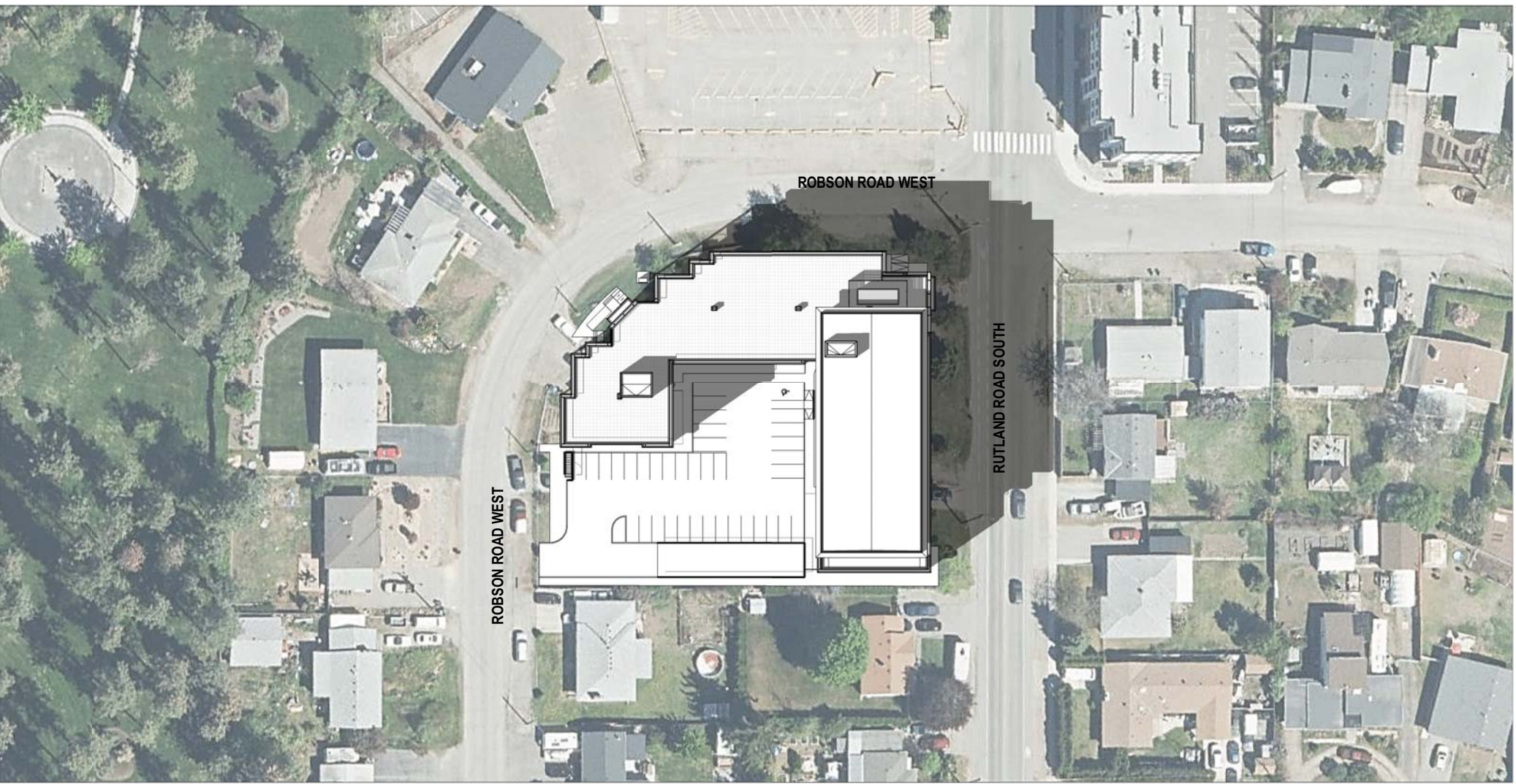




1 DAY: MARCH 21  
A1.03 TIME: 9:00AM



2 DAY: MARCH 21  
A1.03 TIME: 12:00PM



3 DAY: MARCH 21  
A1.03 TIME: 3:00PM

## SCHEDULE

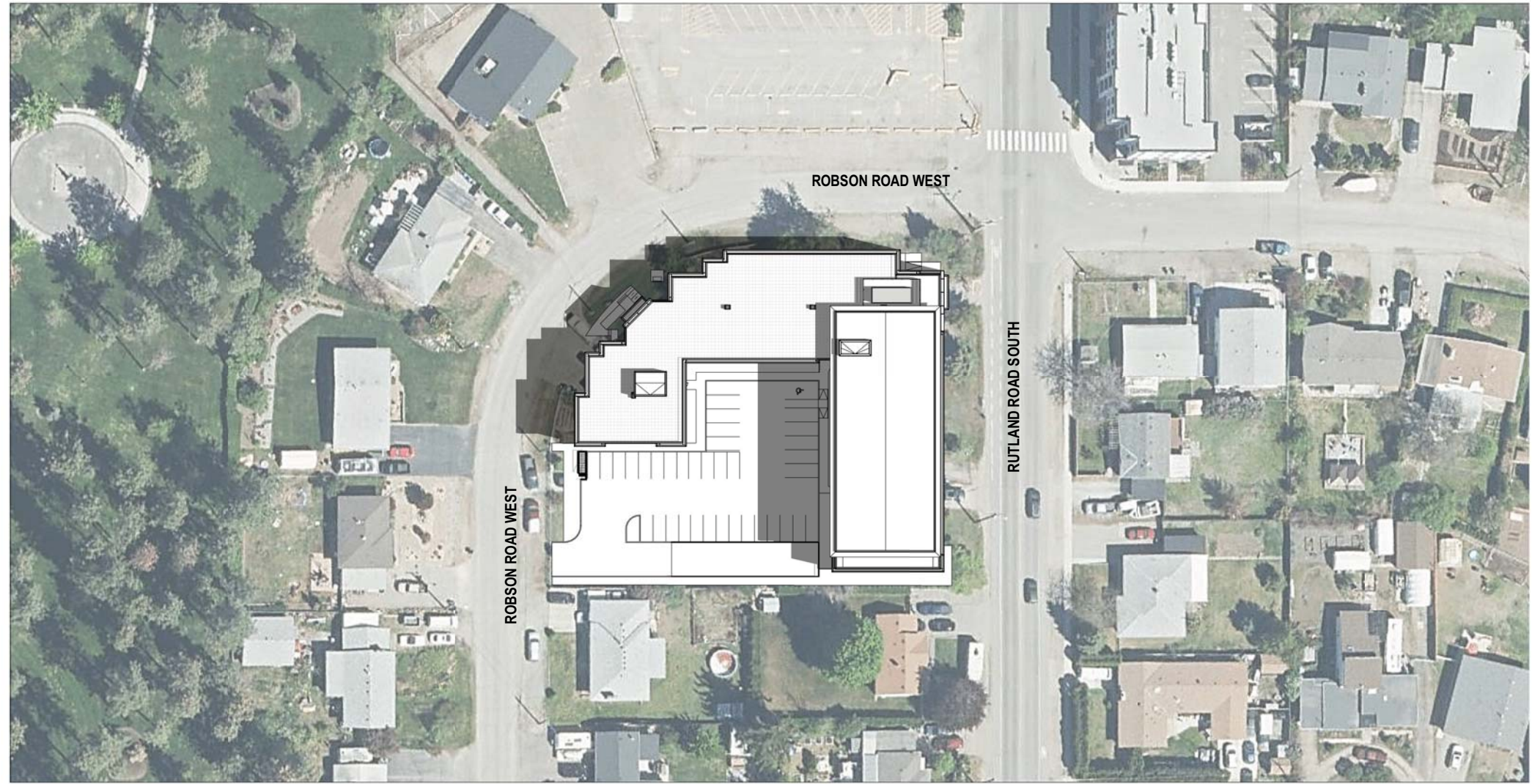
A

This forms part of application

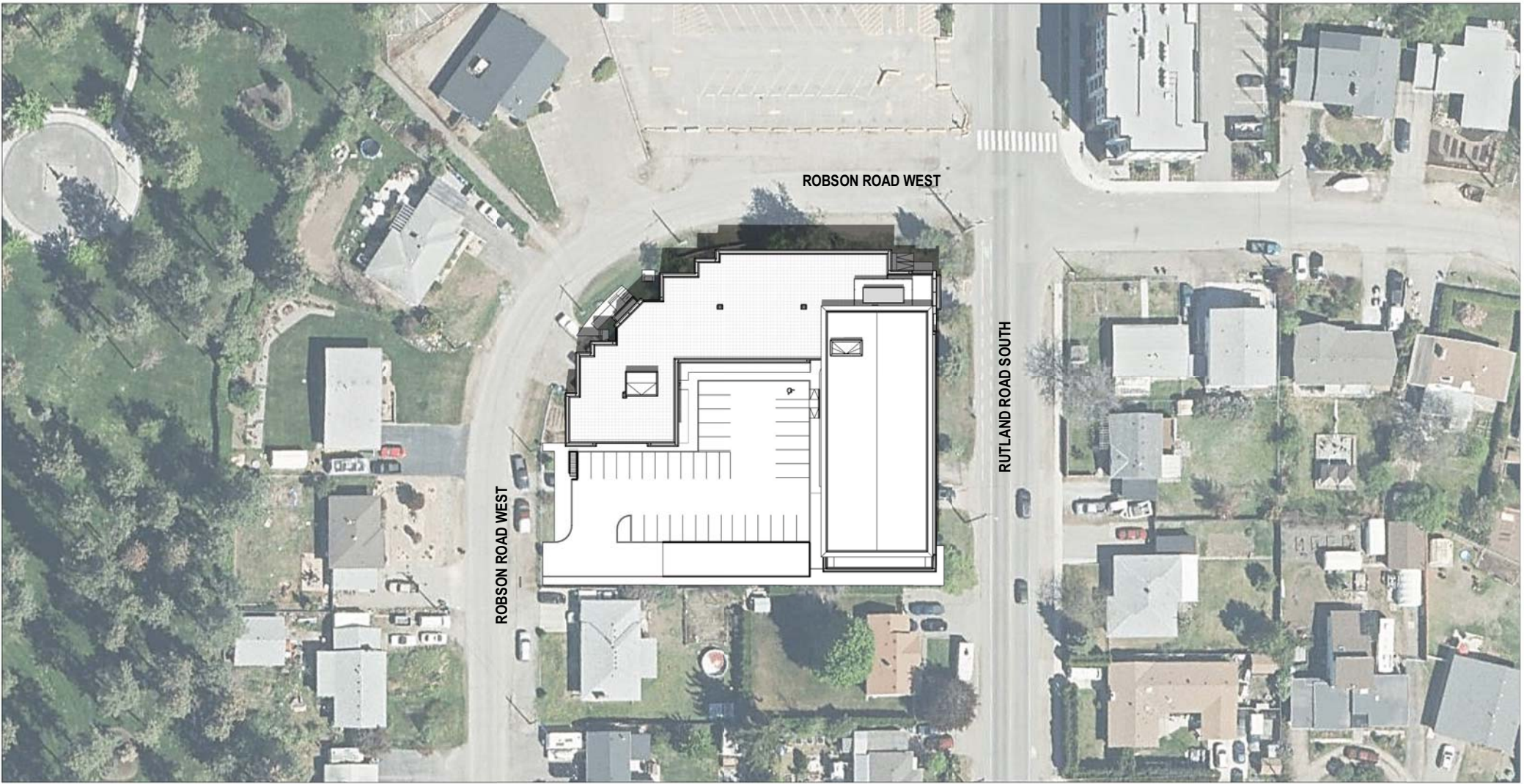
# DP23-0046 DVP23-0047

Planner  
Initials

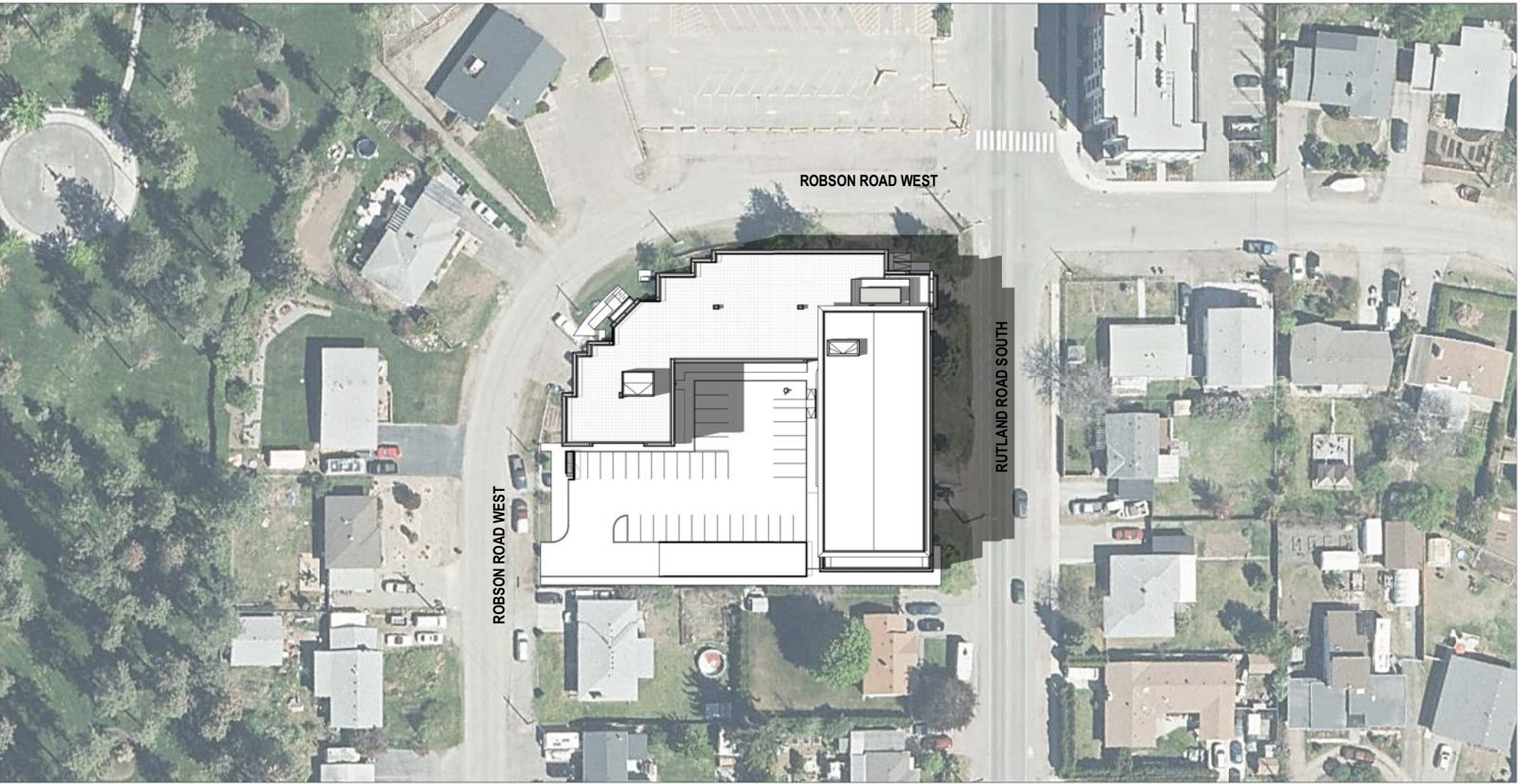
JL



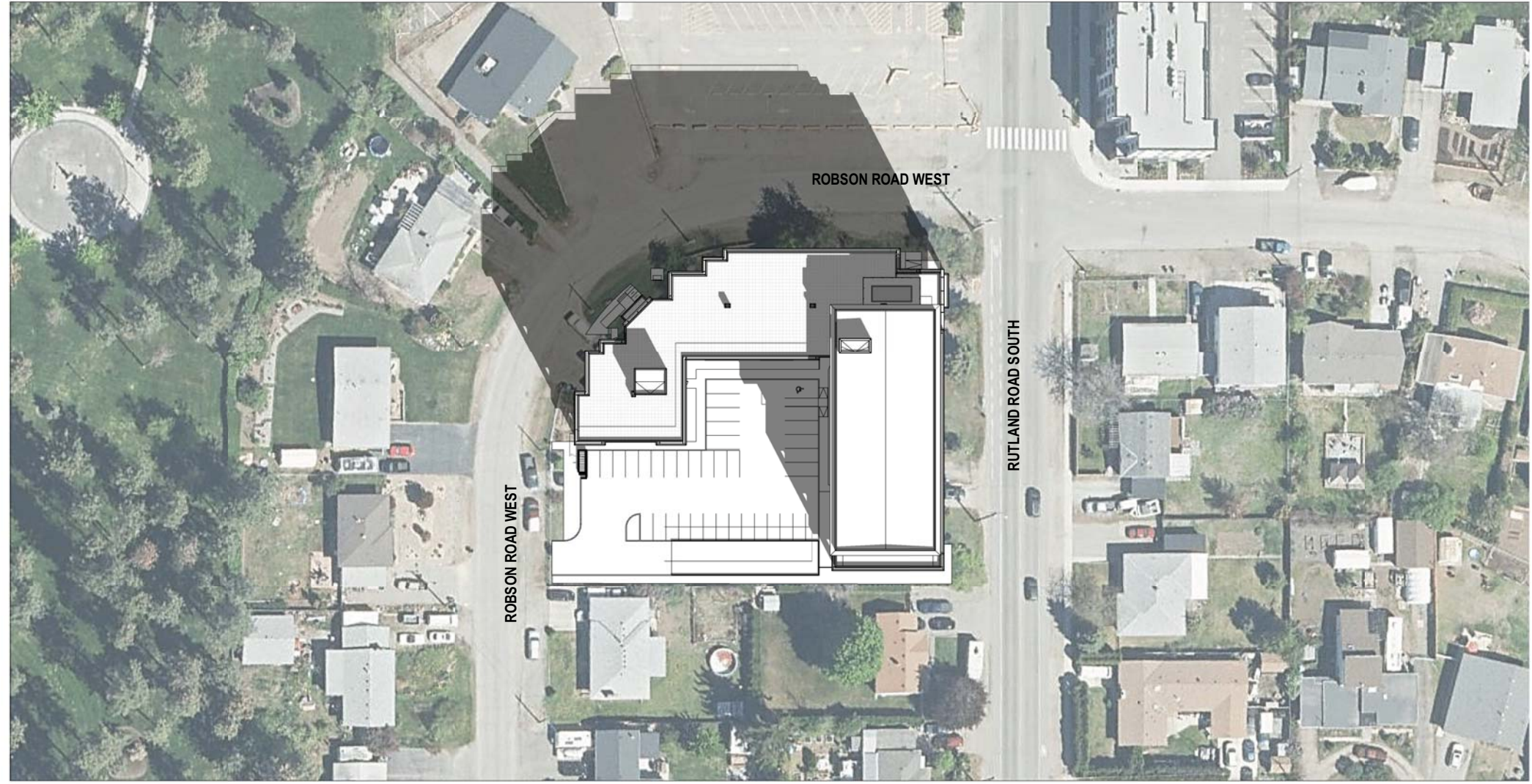
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A1.03 TIME: 9:00AM



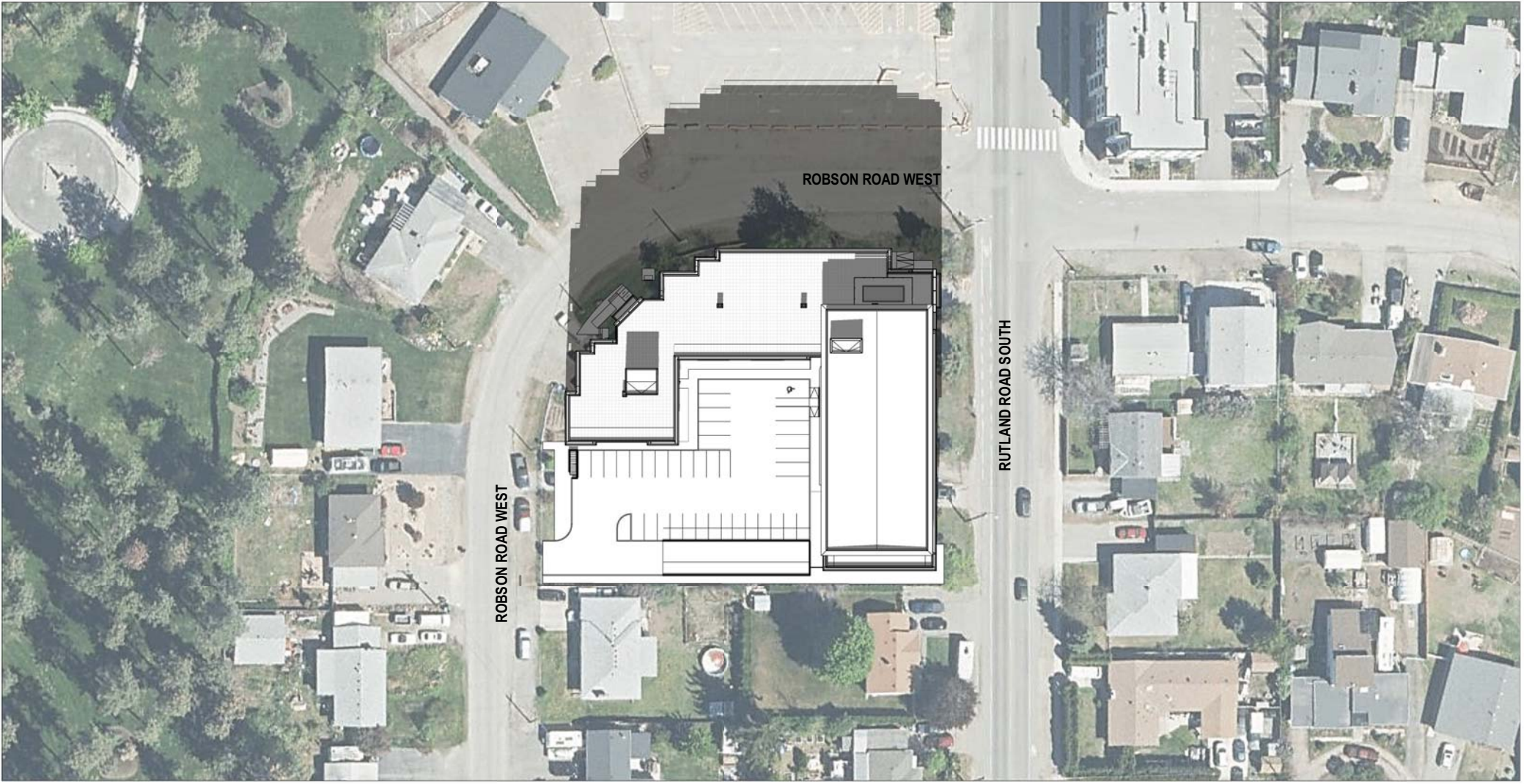
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A1.03 TIME: 12:00PM



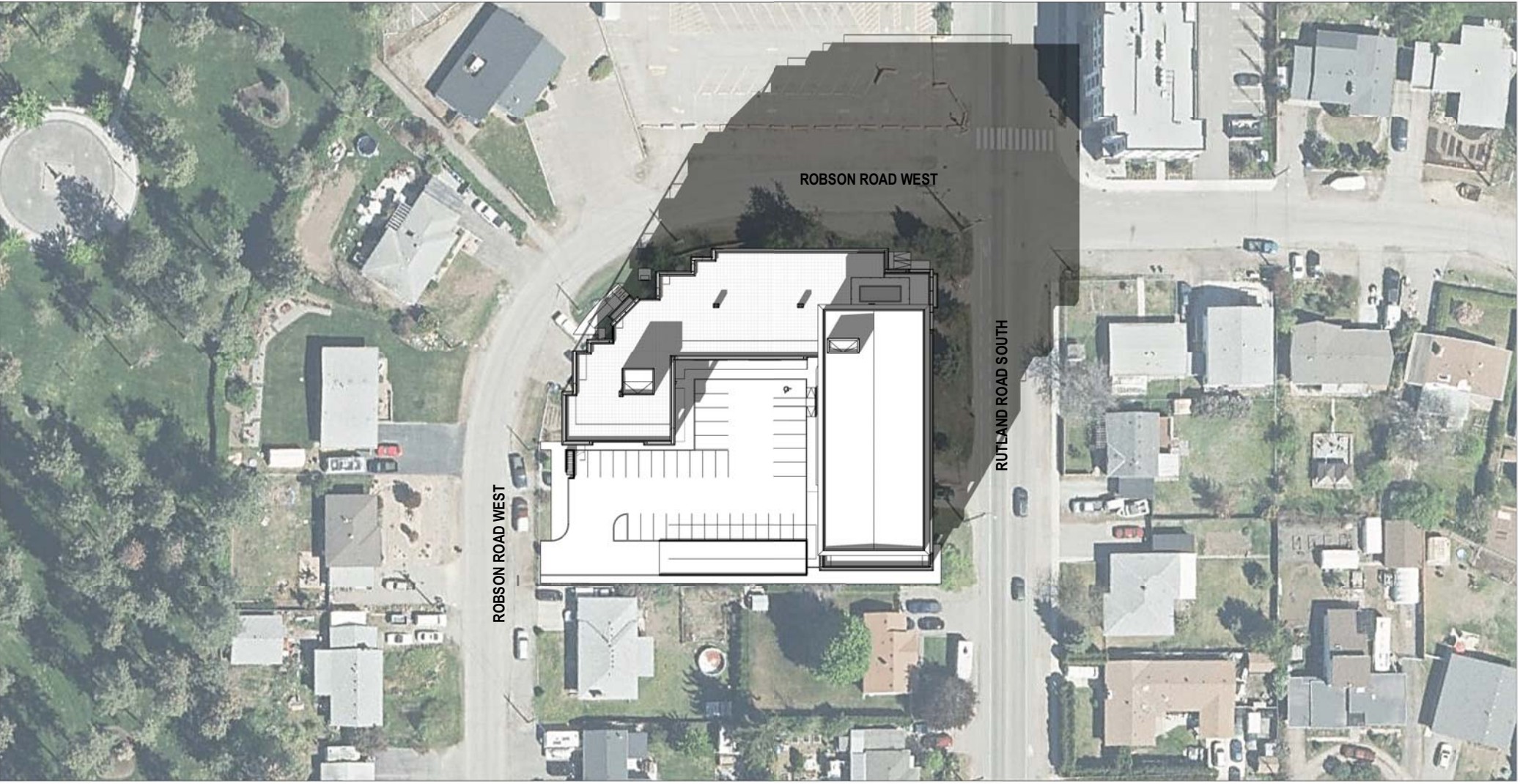
6 DAY: JUNE 21  
A1.03 TIME: 3:00PM



7 DAY: DECEMBER 21  
A1.03 TIME: 10:00AM



8 DAY: DECEMBER 21  
A1.03 TIME: 12:00PM



9 DAY: DECEMBER 21  
A1.03 TIME: 2:00PM

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Project Title

**RUTLAND RENTAL  
APARTMENT PROJECT**

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1X 3C7  
LOT A, SECTION 23, TOWNSHIP 26, OYD, PLAN EPP120337

Drawing Number

**DP-A1.03**

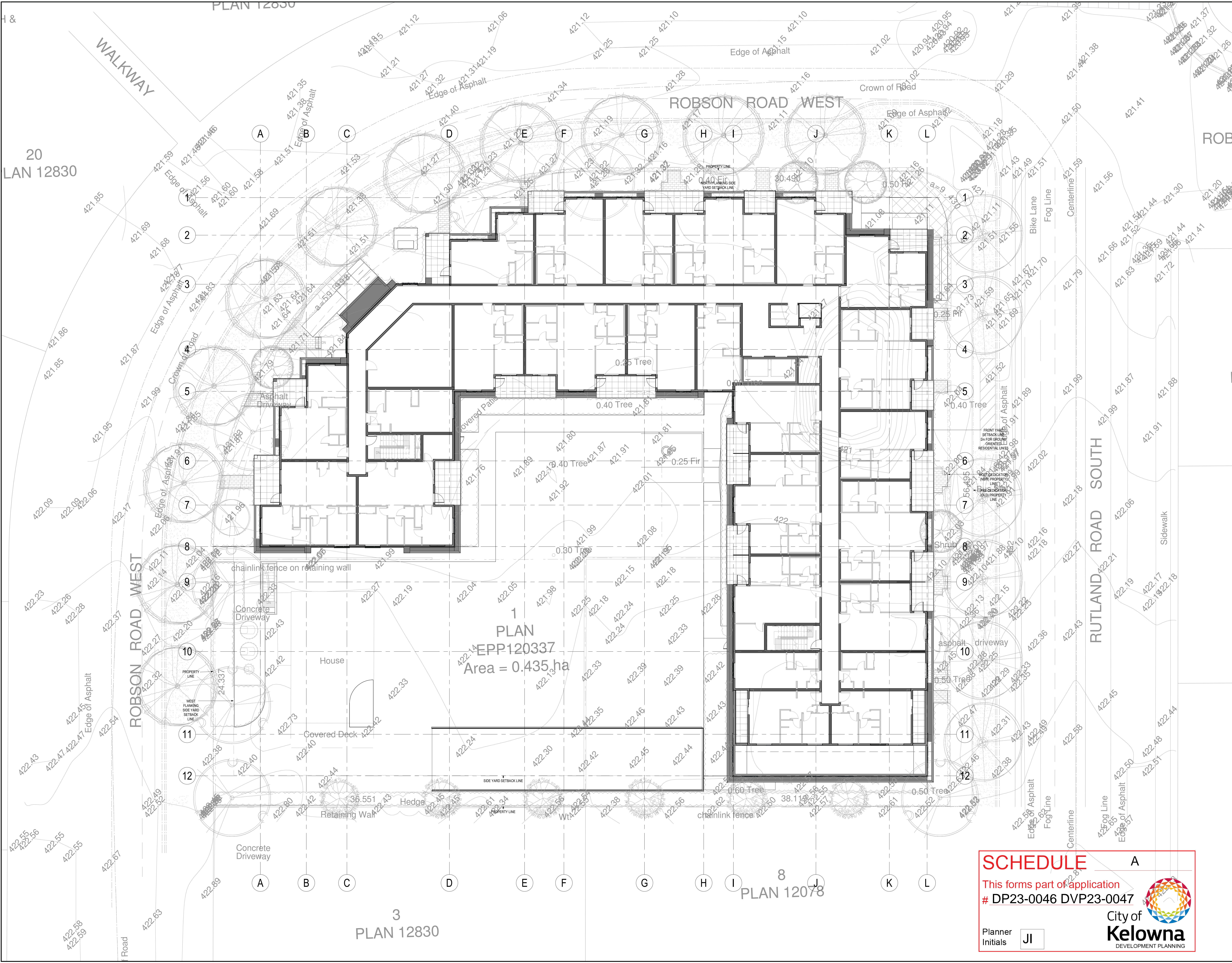
DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

**SHADOW STUDY**

Job No. 1956  
Scale 1:1000  
Drawn T.R.  
Checked S.T.





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**m+m a**  
MEIKLEJOHN ARCHITECTS INC.

REGISTERED ARCHITECT  
SIXTH FLOOR  
BRITISH COLUMBIA  
2023-06-30

PROJECT NORTH  
TRUE NORTH

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LOT A, SECTION 23, TOWNSHIP 26, ODDY, PLAN EPP120337

Drawing Number

**DP-A2.01**

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

**SURVEY PLAN**

Job No.	1956
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Drawn	T.R.
Checked	S.T.

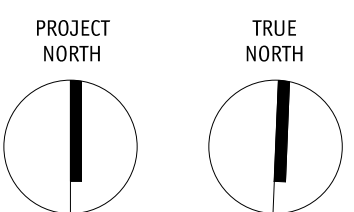
**SCHEDULE**

This forms part of application  
# DP23-0046 DVP23-0047

Planner Initials **JJ**

**City of Kelowna**  
DEVELOPMENT PLANNING





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03	2023-08-23	ISSUED FOR DP REVISIONS

Project Title

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APARTMENT PROJECT**

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KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, COYO, PLAN EPP120337

Drawing Number

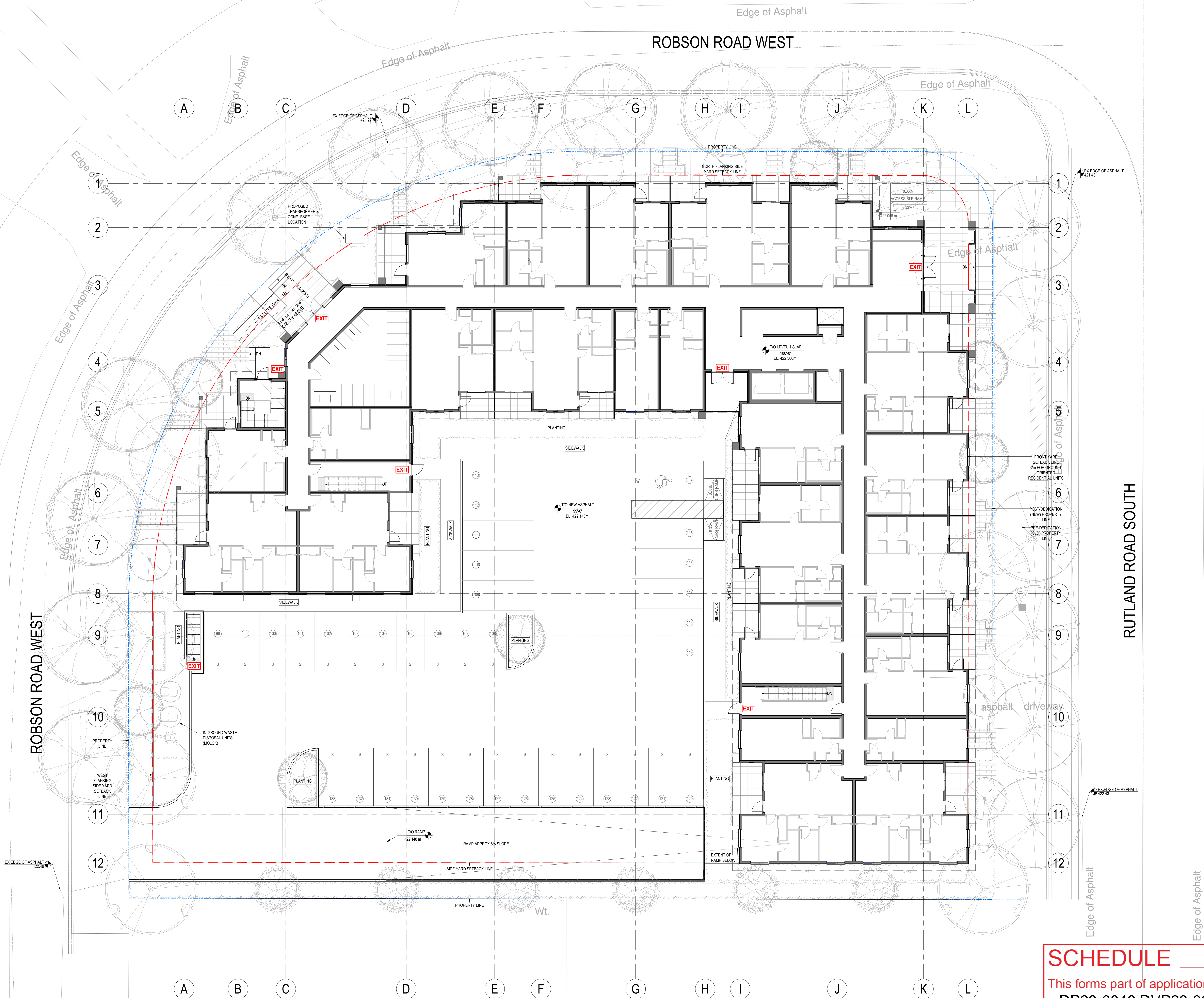
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DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**SITE PLAN**

Job No. 1956  
Scale 3/32" = 1'-0"  
Drawn T.R.  
Checked S.T.



**SCHEDULE A**  
This forms part of application  
# DP23-0046 DVP23-0047

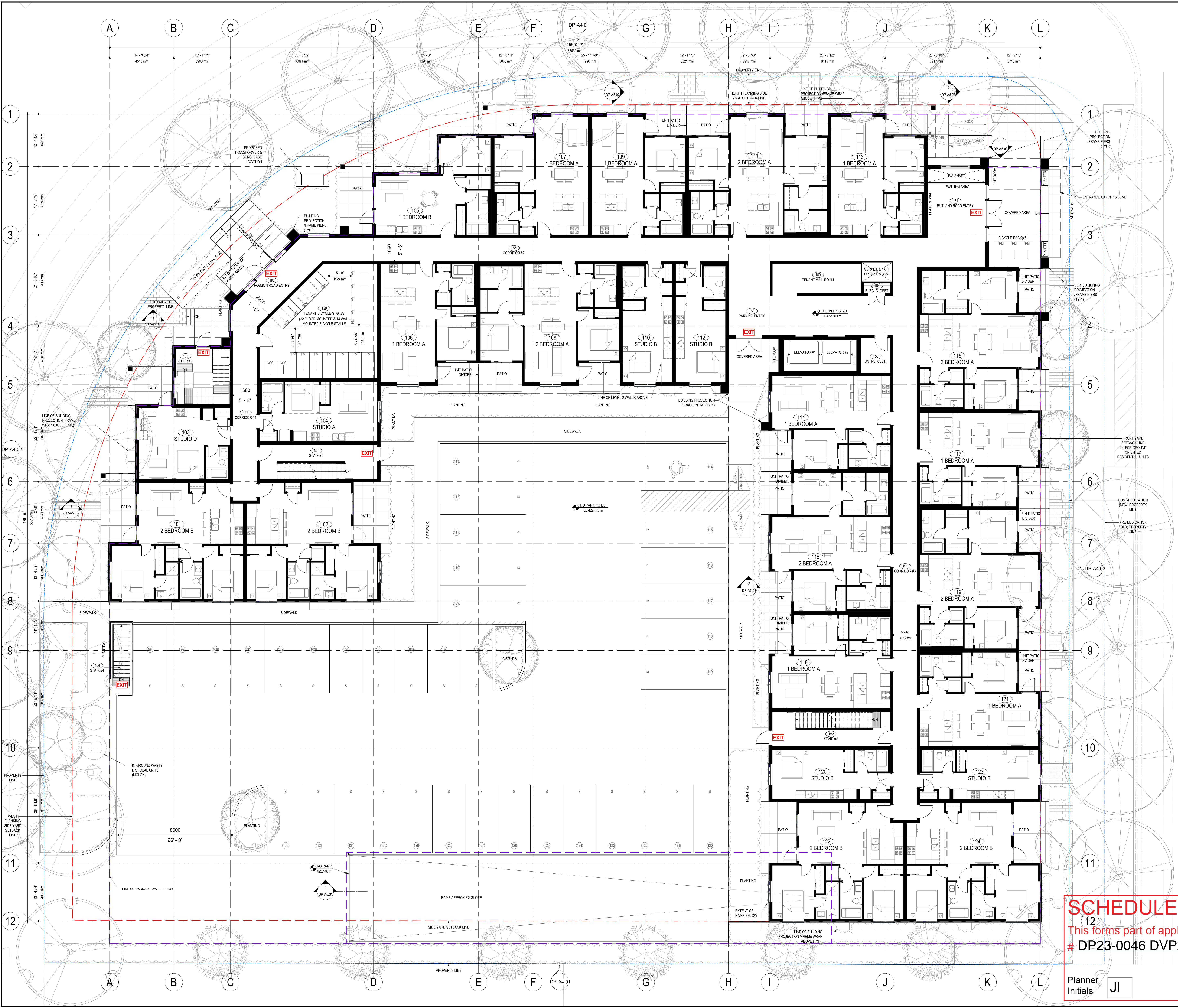
Planner  
Initials **JL**





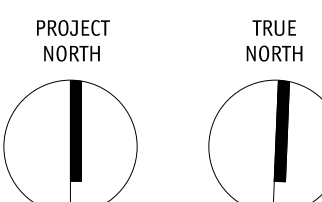
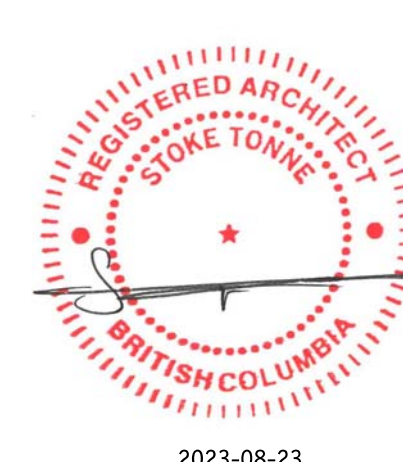






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Project Title  
**RUTLAND RENTAL APARTMENT PROJECT**  
280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, ODDY, PLAN EPP120337

Drawing Number

**DP-A3.02**

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

**LEVEL 1 FLOOR PLAN**

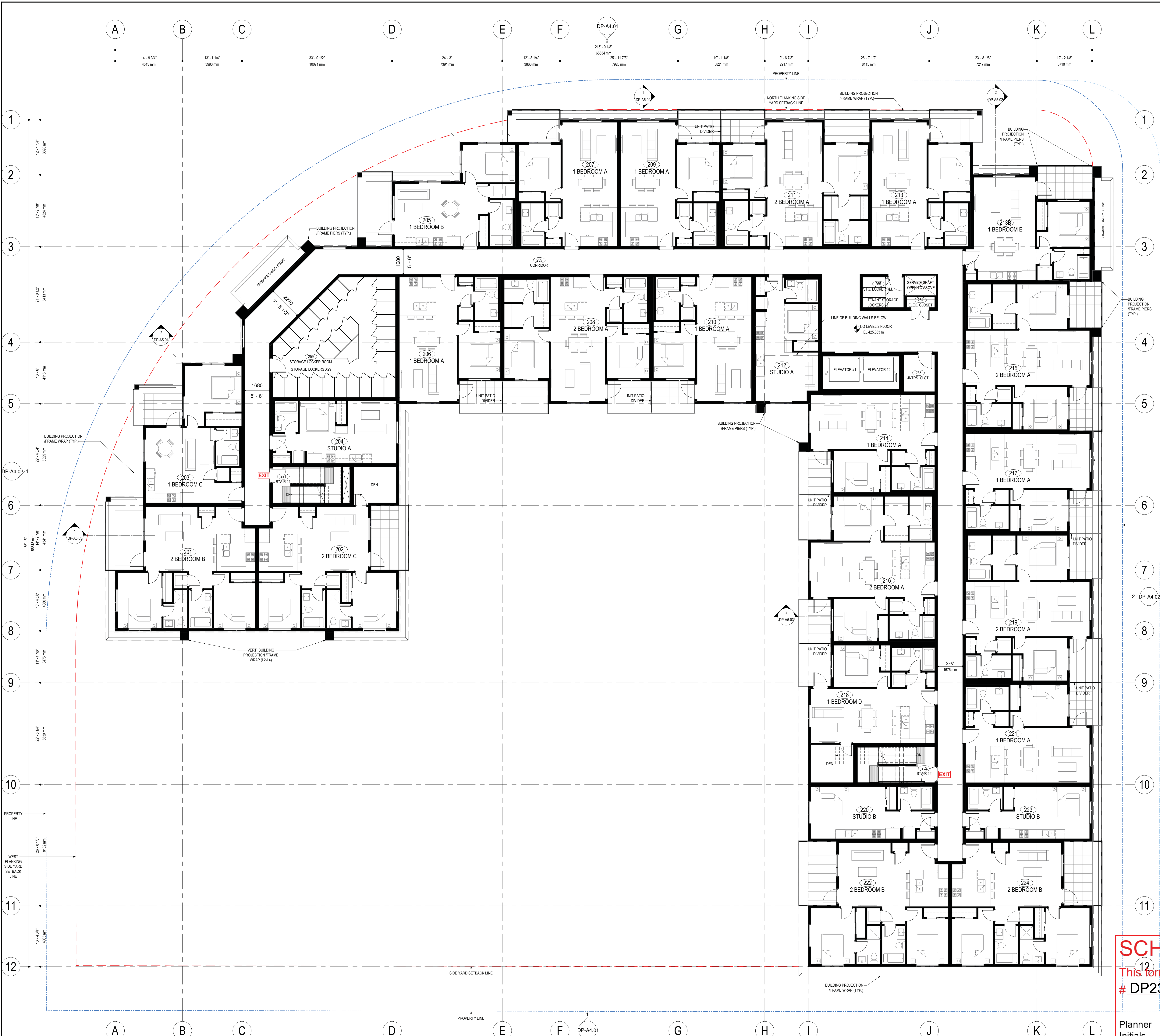
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Drawn	T.R.
Checked	S.T.

**SCHEDULE**  
This forms part of application  
# DP23-0046 DVP23-0047

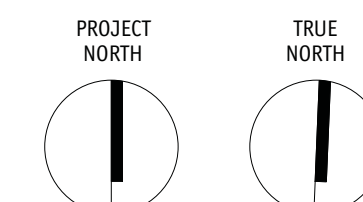
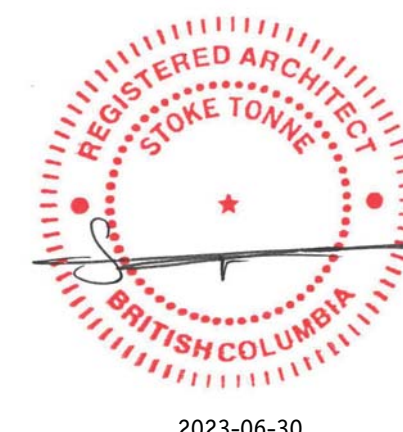


Planner Initials **JJ**





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Project Title  
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KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, QUIDY, PLAN EPP120337

Drawing Number

**DP-A3.03**

DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**LEVEL 2 FLOOR PLAN**

Job No. 1956  
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Drawn T.R.  
Checked S.T.

**SCHEDULE**

**A**

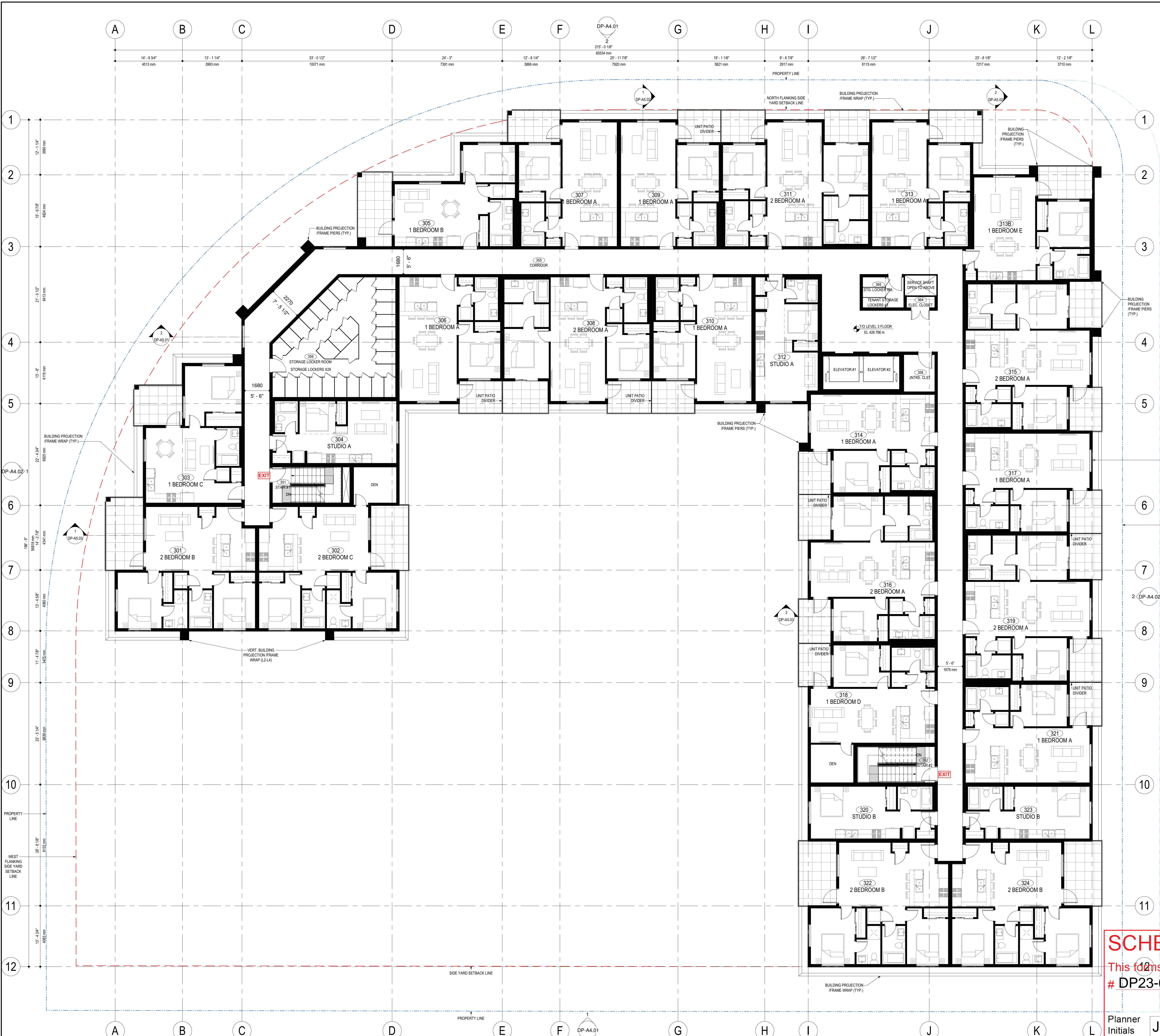
This forms part of application  
# DP23-0046 DVP23-0047

  
City of  
**Kelowna**  
DEVELOPMENT PLANNING

Planner Initials

**JL**





SCHEDULE

A

This forms part of application  
# DP23-0046 DVP23-0047

Planner Initials **JI**

City of Kelowna  
DEVELOPMENT PLANNING

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m+m

a

MEIKLEJOHN ARCHITECTS INC.

REGISTERED ARCHITECT  
SIXTH FLOOR  
BRITISH COLUMBIA

2023-06-30

PROJECT NORTH

TRUE NORTH

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Project Title

RUTLAND RENTAL APARTMENT PROJECT

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST, KELOWNA, BC V1Y 3C7

LOT A, SECTION 23, TOWNSHIP 26, ODDO, PLAN EPP120337

Drawing Number

DP-A3.04

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

LEVEL 3 FLOOR PLAN

Job No.

1956

Scale

1/8" = 1'-0"

Drawn

T.R.

Checked

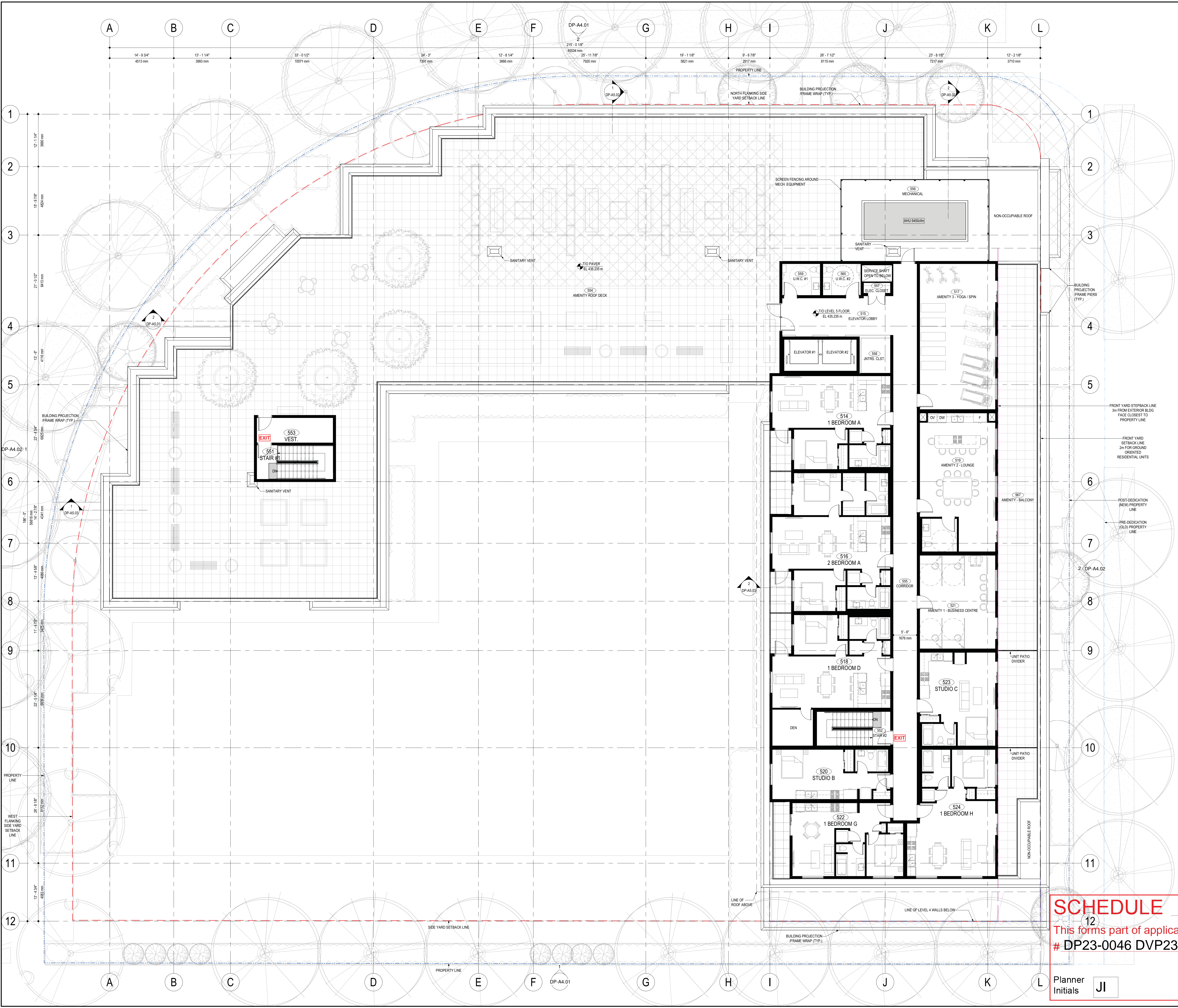
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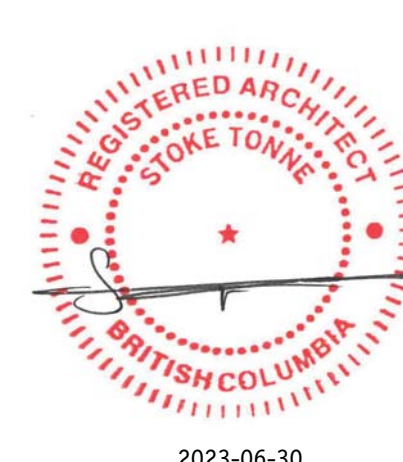








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Project Title  
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280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, ODD, PLAN EPP120337

Drawing Number  
**DP-A3.06**

DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**LEVEL 5 FLOOR PLAN**

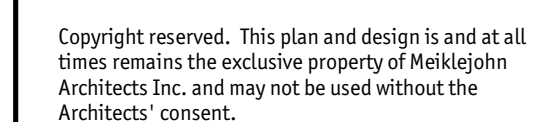
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Drawn	T.R.
Checked	S.T.

**SCHEDULE**  
This forms part of application  
# DP23-0046 DVP23-0047

Planner Initials **JL**

**City of Kelowna**  
DEVELOPMENT PLANNING



Project Title

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1X 3C7

LOT A, SECTION 23, TOWNSHIP 26, ODDY, PLAN EPP120337

Drawing Number

DP-A3.07

DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

## ROOF PLAN

Job No.	1956
Scale	1/8" = 1'-0"
Drawn	T.R.
Checked	S.T.

Planner Initials JI



SCHEDULE

B

This forms part of application

# DP23-0046 DVP23-0047

Planner  
Initials

JI

City of  
Kelowna

DEVELOPMENT PLANNING

BUILDING ELEVATION KEYNOTE SCHEDULE				
FIBRE CEMENT PANEL - LIGHT GREY	FIBRE CEMENT PANEL - MEDIUM GREY	FIBRE CEMENT PANEL - DARK BLUE	METALS - MEDIUM GRAY	ROOF MEMBRANE - MEDIUM GRAY
1.6	1.5	14, 22	23, 24, 6.1, 6.2, 6.3	5.1
BRICK - DARK GRAY	CEMENT STUCCO - DARK BLUE	CEMENT STUCCO - LIGHT GRAY	CEMENT STUCCO - MEDIUM GRAY	
1.7	1.3	1.2	1.1	

BUILDING ELEVATION KEYNOTE SCHEDULE			
	MATERIAL	FINISH	COLOUR
1.0 GLADDING			
1.1	CEMENT STUCCO	PAINTED	COLOUR 1 - MEDIUM GRAY
1.2	CEMENT STUCCO	PAINTED	COLOUR 2 - LIGHT GRAY
1.3	CEMENT STUCCO	PAINTED	COLOUR 3 - BLUE / GRAY
1.4	FIBRE CEMENT PANEL	PRE-FINISHED	BLUE / GRAY
1.5	FIBRE CEMENT PANEL	PRE-FINISHED	LIGHT GRAY
1.6	FIBRE CEMENT PANEL	PRE-FINISHED	MEDIUM GRAY
1.7	RUNNING BRICK VENEER	PRE-FINISHED	MEDIUM / DARK GRAY
2.0 SOFFIT/FASCIA/TRIMS			
2.1	ALUMINUM SOFFIT PLANKS	PRE-FINISHED	LIGHT GRAY
2.2	FIBRE CEMENT TRIM / FASCIA PLANKS	PRE-FINISHED	BLUE / GRAY
2.3	PARAPET CAP FLASHINGS	PRE-FINISHED	MEDIUM GRAY
2.4	WALL FLASHINGS	PRE-FINISHED	MEDIUM GRAY
3.0 WINDOWS			
3.1	VINYL WINDOWS (L2,L5)	PRE-FINISHED	WHITE
	VISION GLAZING		CLEAR / NO TINT
3.2	VINYL WINDOWS (L1)	PRE-FINISHED	MEDIUM GREY
	VISION GLAZING		CLEAR / NO TINT
3.3	ALUMINUM WINDOWS	CLEAR ANODIZED	SILVER
	VISION GLAZING		CLEAR / NO TINT

BUILDING ELEVATION KEYNOTE SCHEDULE (CONT'D)			
4.0 DOORS			
4.1	ALUMINUM & GLASS DOOR	CLEAR ANODIZED	SILVER
4.2	METAL DOOR & STEEL FRAME	PAINTED	MATCHING ADJACENT WALL
4.3	VINYL SLIDING DOORS (L2,L5)	PRE-FINISHED	WHITE
4.4	VINYL SWING DOORS (L2,L5)	PRE-FINISHED	WHITE
4.5	VINYL SLIDING DOORS (L1)	PRE-FINISHED	MEDIUM GRAY
4.6	VINYL SWING DOORS (L1)	PRE-FINISHED	MEDIUM GRAY
4.7	INSULATED OVERHEAD DOOR	PRE-FINISHED	GRAY
5.0 ROOFS			
5.1	BUILT-UP ROOF MEMBRANE	PRE-FINISHED	GRAY
5.2	BALCONY / DECK MEMBRANE	PRE-FINISHED	GRAY
6.0 METALS			
6.1	ROOF DECK GUARDRAIL	PAINTED	DARK GRAY
6.2	BALCONY METAL GUARDRAIL	PAINTED	DARK GRAY
6.3	HANDRAIL	PAINTED	DARK GRAY
7.0 FENCES / SCREENS			
7.1	COMPOSITE DECK BOARDS	PRE-FINISHED	BLUE / GRAY W/ POSTS
7.2	GLAZED PRIVACY SCREEN	FROSTED GLASS	DARK GRAY FRAME
7.3	ALUMINUM LOUVRE	PRE-FINISHED	SILVER
8.0 SPECIALITIES			
8.1	FEATURE MURAL	TBD	REFER TO DESIGN RATIONALE
8.2	SIGNAGE	TBD	TBD



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MEIKLEJOHN ARCHITECTS INC.

REGISTERED ARCHITECT  
SINCE 1996  
BRITISH COLUMBIA

2023-06-30

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No.	Date	Revision
01	2023-03-02	ISSUED FOR DEVELOPMENT PERMIT
02	2023-06-30	ISSUED FOR DP REVISIONS

Project Title

RUTLAND RENTAL APARTMENT PROJECT

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST, KELOWNA, BC V1Y 3C7

LOT A, SECTION 23, TOWNSHIP 26, QOYD, PLAN EPP120337

Drawing Number

DP-A4.01

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

BUILDING ELEVATIONS  
NORTH & SOUTH

Job No.

1956

Scale

AS SHOWN

Drawn

T.R.

Checked

S.T.

414



SCHEDULE

B

This forms part of application

# DP23-0046 DVP23-0047

Planner

Initials

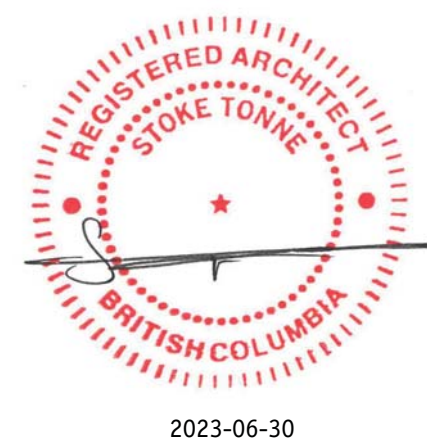
Jl

City of Kelowna

DEVELOPMENT PLANNING

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**RUTLAND RENTAL APARTMENT PROJECT**  
280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST, KELOWNA, BC V1X 3C7  
LOT A, SECTION 23, TOWNSHIP 26, ODDY, PLAN EPP120337

Drawing Number  
**DP-A4.02**

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title  
**BUILDING ELEVATIONS EAST & WEST**

Job No.	1956
Scale	1/8" = 1'-0"
Drawn	T.R.
Checked	S.T.



# SCHEDULE

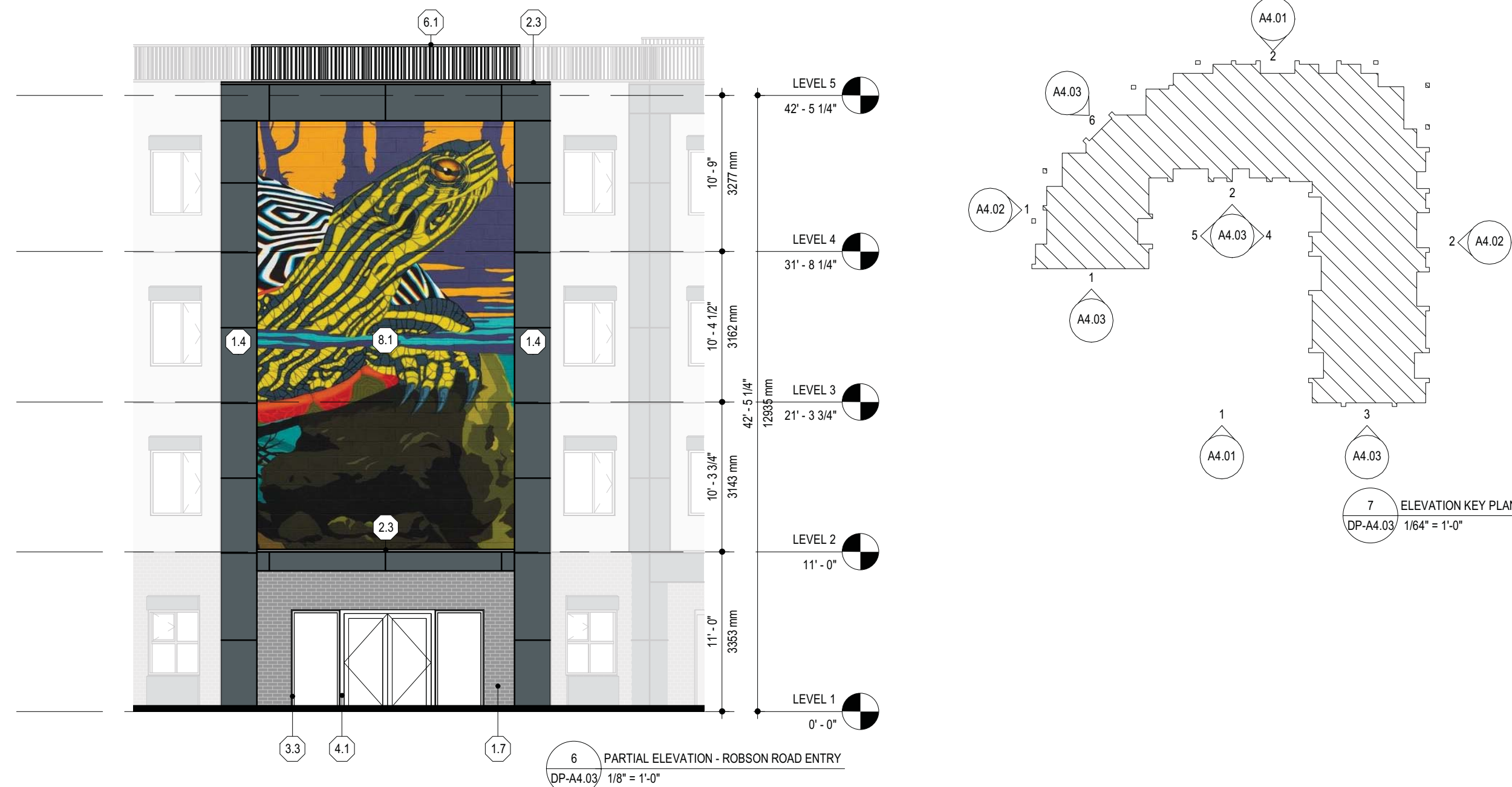
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This forms part of application  
# DP23-0046 DVP23-0047

Planner  
Initials

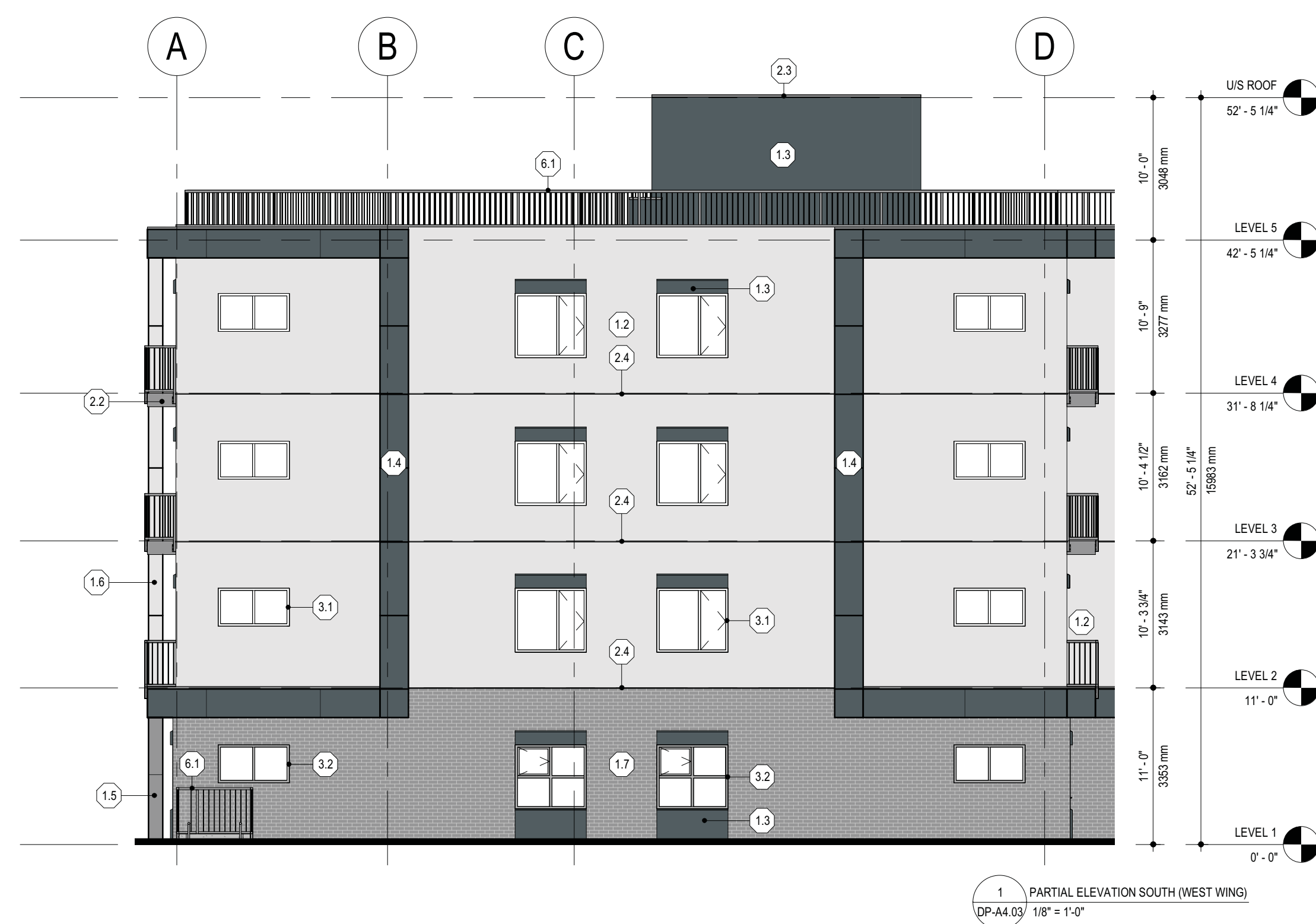
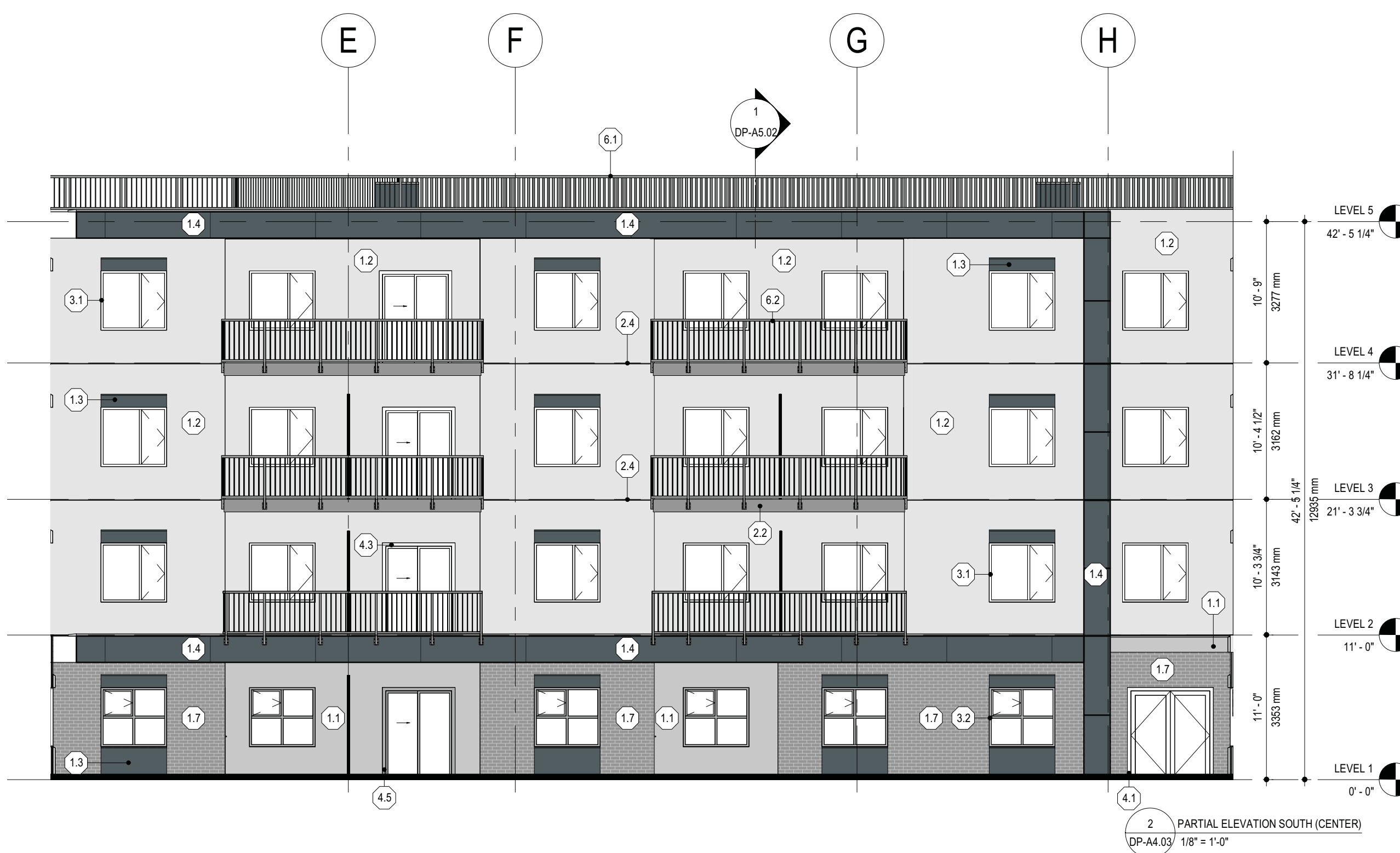
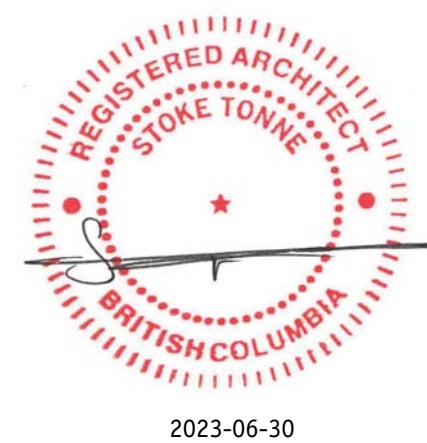
JI

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APARTMENT PROJECT**

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, OYD, PLAN EPP120337

Drawing Number

**DP-A4.03**

Drawings are NOT to be scaled.  
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Drawing Title

**PARTIAL BUILDING  
ELEVATIONS**

Job No. 1956  
Scale As indicated  
Drawn T.R.  
Checked S.T.



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Project Title

## RUTLAND RENTAL APARTMENT PROJECT

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, ODDO, PLAN EPP120337

Drawing Number

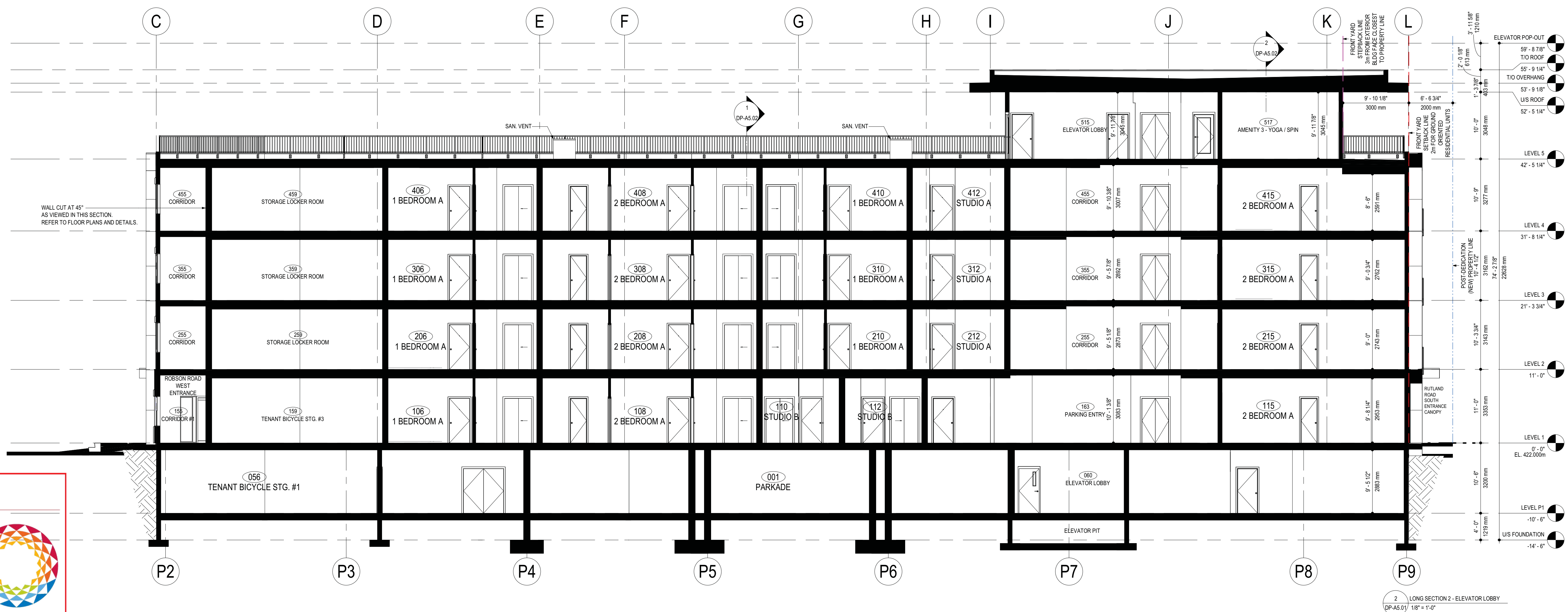
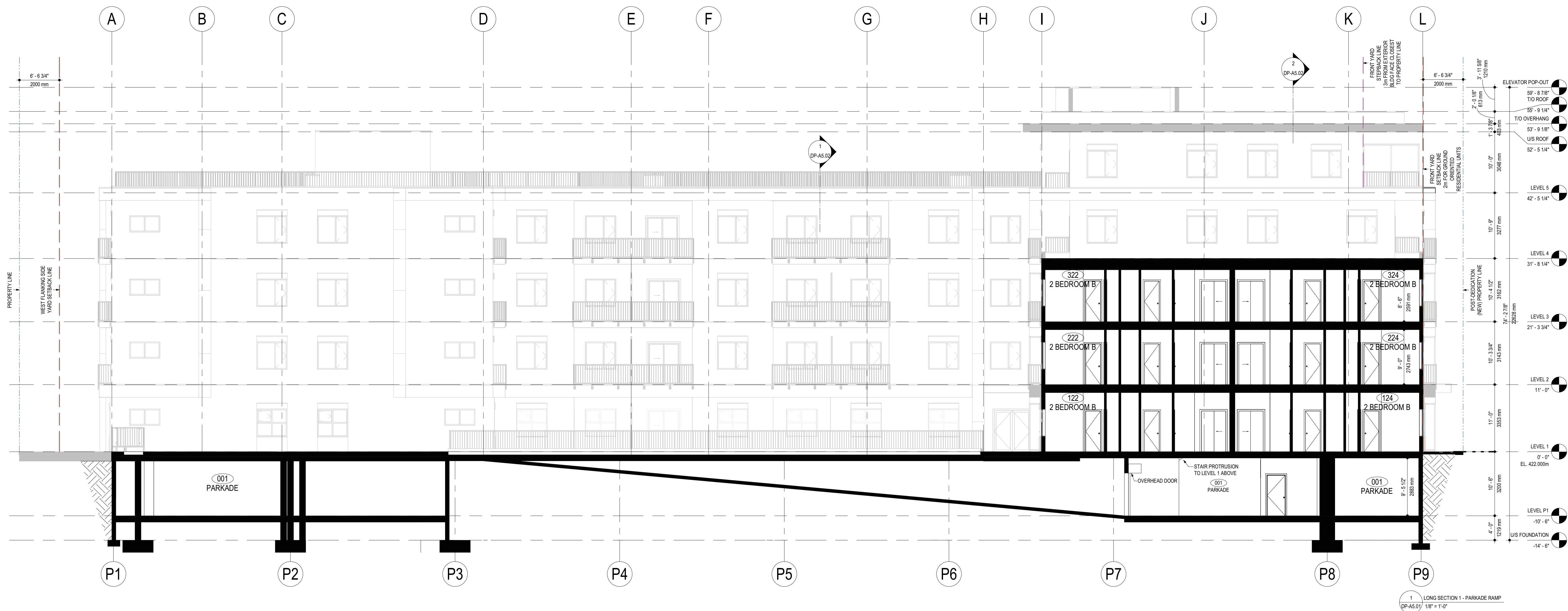
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DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

## BUILDING SECTIONS

Job No.	1956
Scale	1/8" = 1'-0"
Drawn	T.R.
Checked	S.T.



## SCHEDULE

B

This forms part of application  
# DP23-0046 DVP23-0047

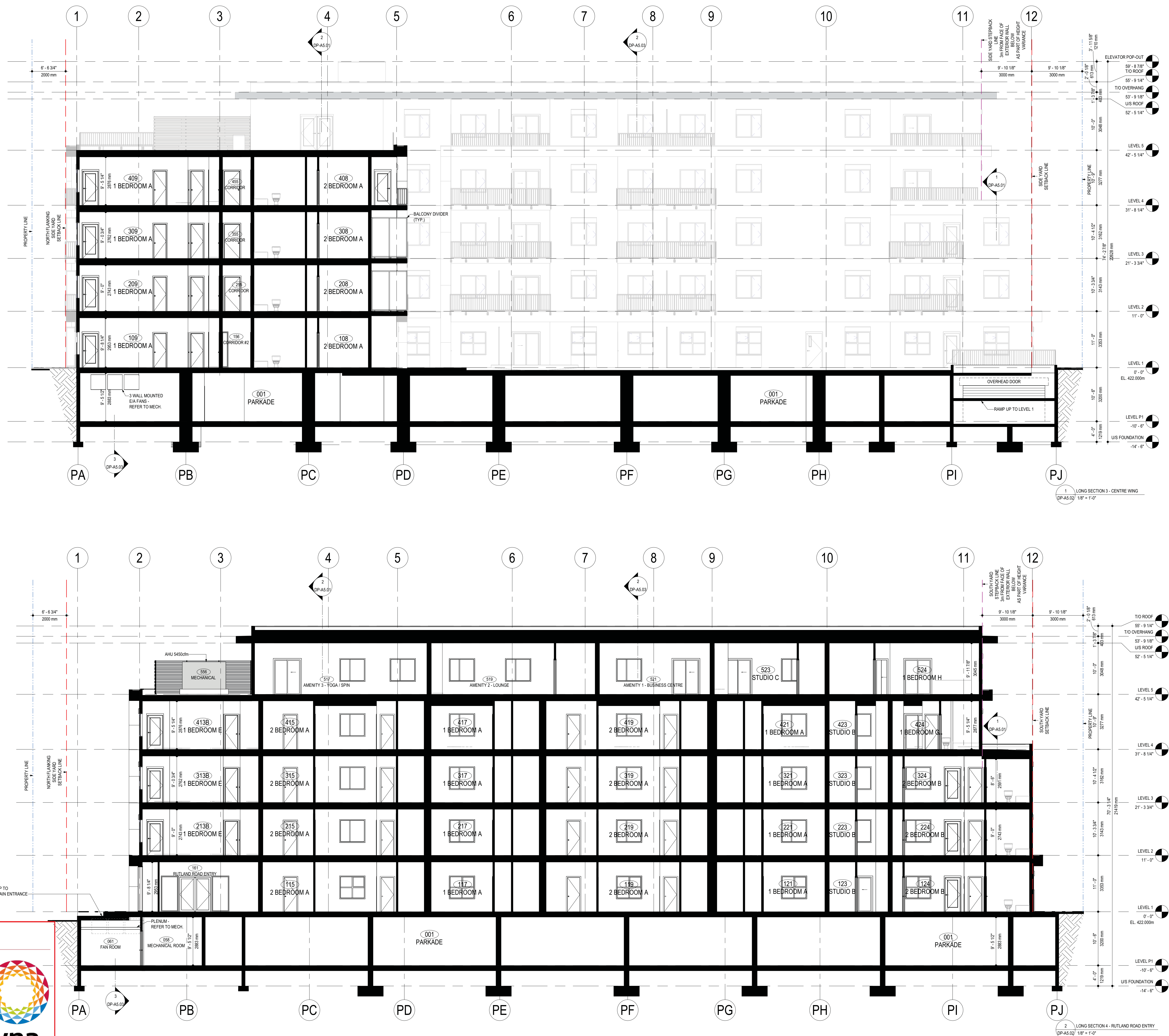
Planner  
Initials

Jl

City of  
**Kelowna**  
DEVELOPMENT PLANNING







## SCHEDULE

B

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Planner  
Initials

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KELOWNA, BC V1Y 3C7

LOT A, SECTION 23, TOWNSHIP 26, DDVD, PLAN EPP120337

Drawing Number

**DP-A5.02**

DRAWINGS ARE NOT TO BE SCALED.  
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Drawing Title

**BUILDING SECTIONS**

Job No.	1956
Scale	1/8" = 1'-0"
Drawn	T.R.
Checked	S.T.



SCHEDULE

B

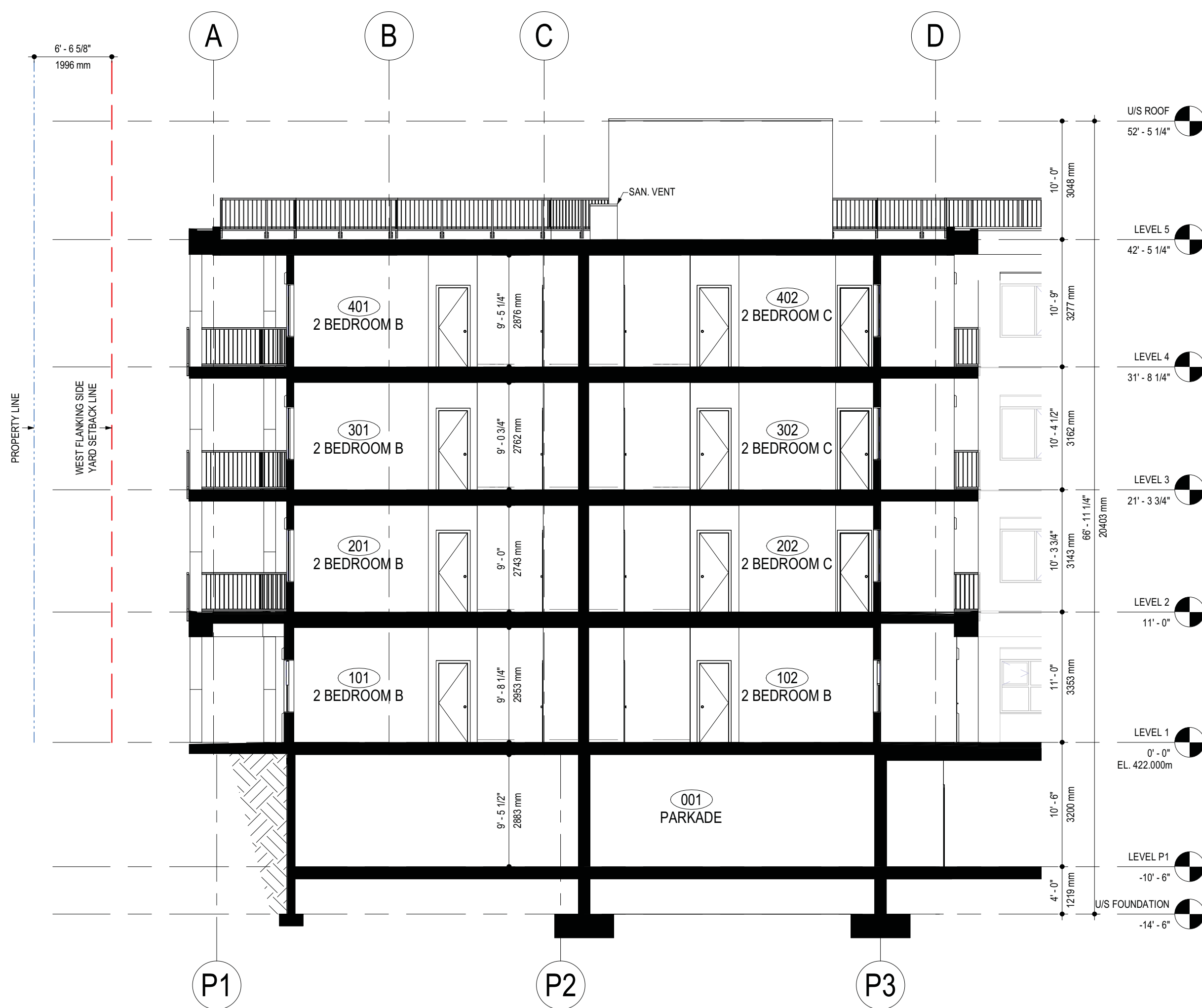
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# DP23-0046 DVP23-0047

Planner  
Initials

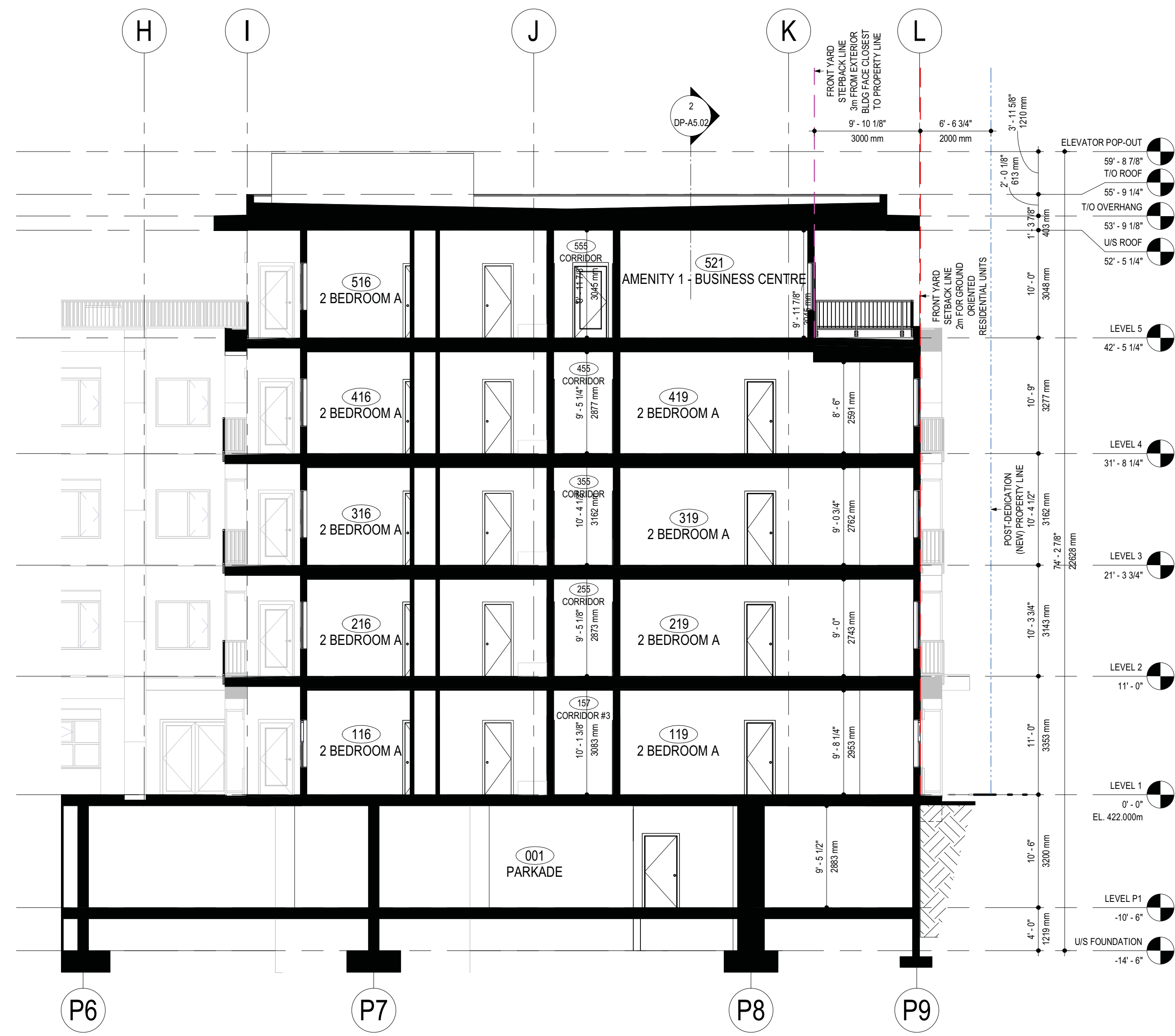
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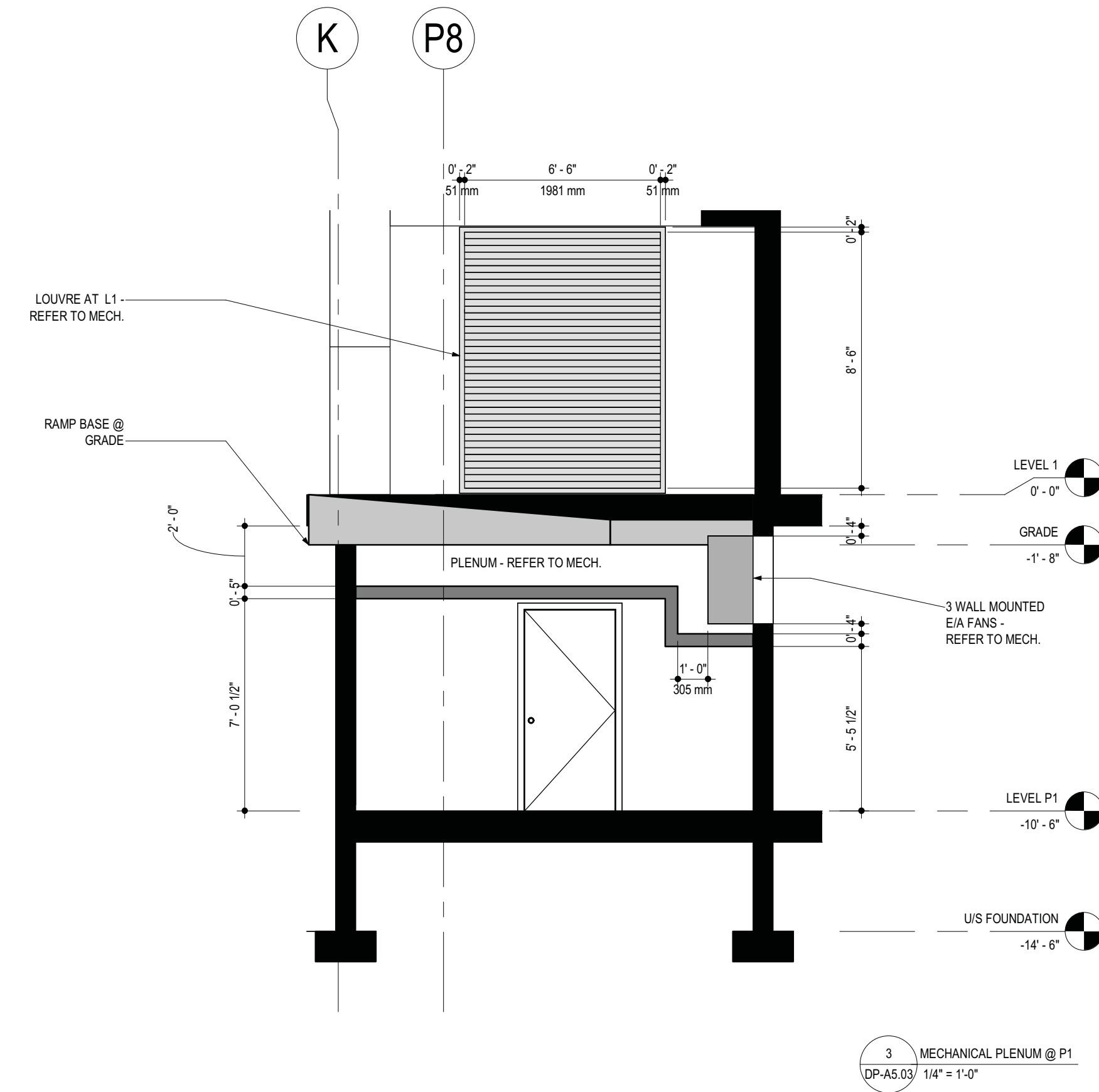
City of  
**Kelowna**  
DEVELOPMENT PLANNING



1 CROSS SECTION 2 - WEST WING  
DP-A5.03 1/8" = 1'-0"



2 CROSS SECTION 2 - EAST WING  
DP-A5.03 1/8" = 1'-0"



3 MECHANICAL PLENUM @ P1  
DP-A5.03 1/4" = 1'-0"

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KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, DDYO, PLAN EPP120337

Drawing Number

**DP-A5.03**

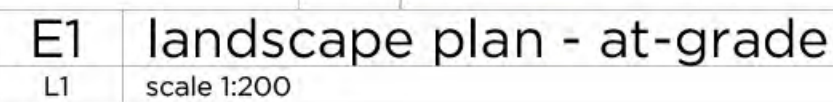
DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**BUILDING SECTIONS**

Job No.	1956
Scale	AS SHOWN
Drawn	T.R.
Checked	S.T.





property line

setback

line of parkade below

sod

pavers

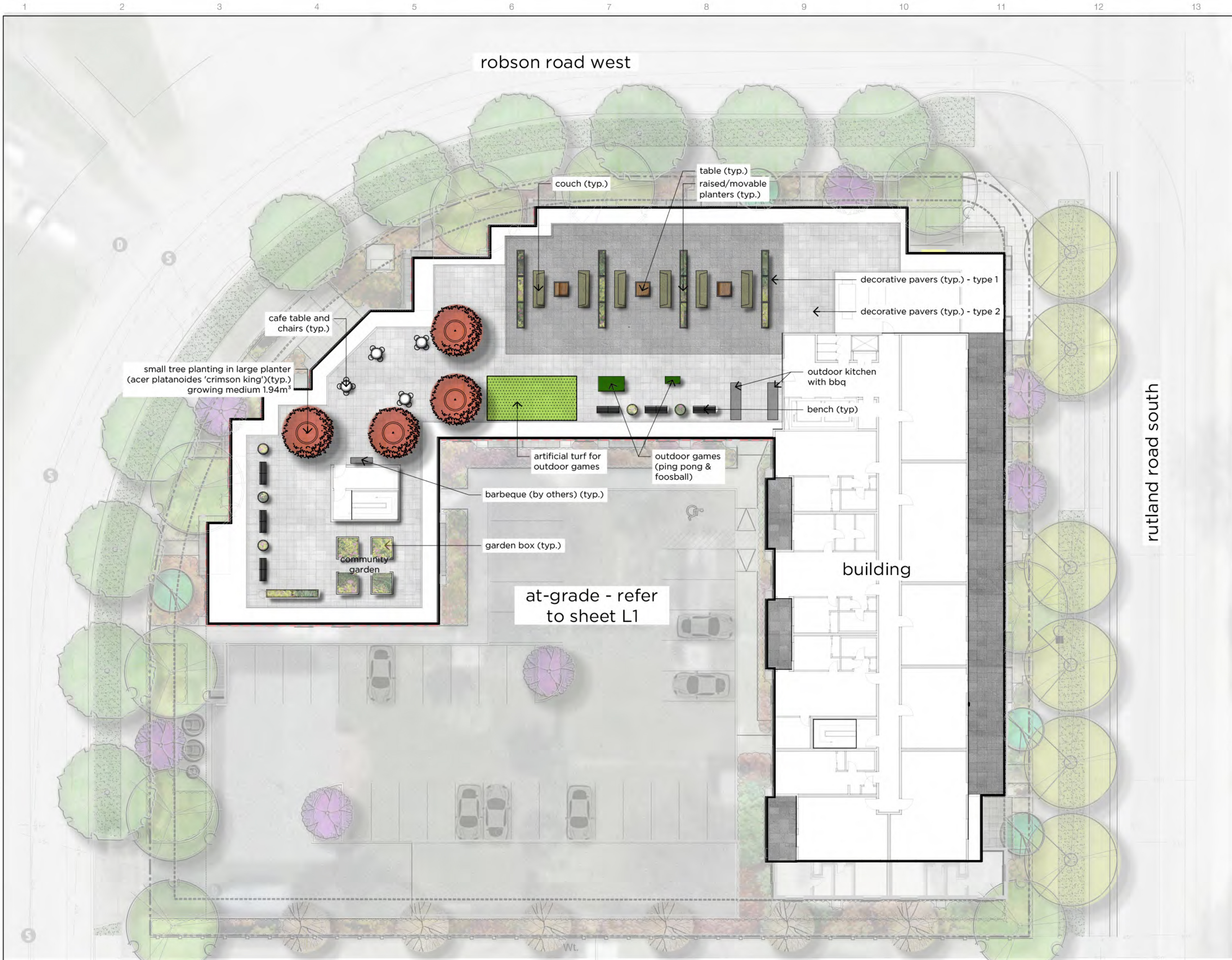
permeable pavers

_____	סני	_____	sanitary line - refer to civil
_____	סני	_____	storm line - refer to civil
_____	א-3"	_____	water line - refer to civil

**City of Kelowna**  
DEVELOPMENT PLANNING

soil based landscaping = 266 m<sup>2</sup> (78%)  
(includes permeable pavers and soil based landscape areas)





E1 landscape plan - rooftop  
L2 scale 1:200

plant list

botanical name	common name	qty	size/spacing & remarks
acer platanoides 'crimson king'	crimson king norway maple	4	50cm cal

SCHEDULE

C

This forms part of application

# DP23-0046 DVP23-0047

Planner

Initials

Jl

City of Kelowna

DEVELOPMENT PLANNING



issue	date	no.
issued for development permit	23/02/16	2
issued for review	23/05/25	3
issued for review	23/06/01	4
issued for review	23/06/05	5
issued for development permit revisions	23/06/28	6
re-issued for development permit	23/08/22	7

revision	date	no.
revised for ....	yy/mm/dd	a

project

Rutland Rental Apartment

280 Robson Road South & 285  
Robson Road West, Kelowna, BC  
V1X 3G7

drawn

checked

approved

VM

RJ

RJ

project #

date

23.001

2023/08/22

drawing

rooftop landscape plan

N

sheet

L2



## 1. Introduction

The purpose of this rationale is to support the Development Variance Permit Application for the proposed purpose-built rental building with 106 units. The proposed development currently zoned MF3 and is located inside the Core Area adjacent to the Rutland Urban Centre at the intersection of Rutland Road S and Robson Road S. It has a Land Use designation of Core Area Neighbourhood (C-NHD), and it is located within the Permanent Growth Boundary (PGB).

### Background

In September of 2020 this subject property received an application for rezoning to RM3 for 54 unit 3-Storey development. To align this development with the City's effort to meet the high rental demand in the City's Core Area, 285 Rutland Rd. S property was acquired and became part of this proposal. In May of 2022 we submitted a rezoning application to rezone the subject property from RU1 – Large Lot Housing to MF3r where we proposed a purpose-built rental building with 106 units.

### Official Community Plan

The OCP is geared to sensitive infill and densification through Urban connection and Sustainable development. The location is ideal for the purpose-built rental units as the location promotes integration with urban area through sustainable living. Rutland parks, schools, grocery stores and retail shops are only a short walk and access to City's pedestrian, bike and transit infrastructure is only steps away. The development location and proposed building design complements the 2040 Official Community Plan (OCP) and the 2040 Transportation Mater Plan, and it is in alignment of City of Kelowna's efforts to increase rental affordability and meet high rental demands.

### Need for Rental

Kelowna's population has increased since 2017 and there is a 1.2% rental vacancy rate in the city's core area per CHMC October 2022 figures. As a developer we seek efficiency in every aspect of design, from well designed homes to efficient use of land. This development is a step forward to addressing the need for additional rental housing inside the Core Area Neighbourhood.

### Neighbourhood and Community Involvement

We value the neighbourhood involvement and value their feedback. We also believe it is very important to be transparent with the local community and the neighbours. We reached out to the neighbourhood, local organizations, and local societies to share the details of the development. We are in discussion with Kelowna Women's Shelter, Canadian Mental Health Association Kelowna, and City of Kelowna Journey Home Initiative to figure out how we can work together. We had constructive feedback from incredible neighbours.

Keeping with the sensitivity of the neighbouring residential property the massing of the building is designed so the additional height is on the east side along Rutland Rd S and the building steps down in height as it borders the residential properties to the south and west.

Considerable thought was given to the building design after receiving feedback from the neighbouring homeowners. The design sensitivity includes:

1. Stepping down the building to 3-stories and stepping back the additional stories.

**ATTACHMENT** **B**

This forms part of application  
# DP23-0046 DVP23-0047

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City of  
**Kelowna**  
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2022



2. No balconies on the south side to enhance neighbour privacy.
3. Tall trees along the south side property line enhancing both privacy and sound barrier.
4. Addition of privacy fence on the south side to enhance privacy.
5. Addition of bricks to the first level so the building better complements the existing neighbourhood.

## 2. Project Description

The development will consolidate 2 existing lots at 285 Robson Rd S and 280 Rutland Rd S by way of a land assembly and create over 4000m<sup>2</sup> of parcel area far exceeding 1050m<sup>2</sup> minimum area required for MF3 zoning. The C-NHD land use designation promotes low rise buildings on strategically located land and along major transit routes. The location of the development meets the criteria to facilitate a low rise building under the 2040 Official Community Plan (OCP).

### City Comments

The city provided excellent feedback in the TRS dated July 4, 2022, related to the Form and Character of the building. Great effort was put into the design process which resulted in the new design incorporating feedback on Form and Character including:

1. Building design sensitivity to residential properties on the south end by stepping down building height to 3-storey.
2. Step back on fifth storey provided to reduce building mass along Rutland Rd S.
3. Main entrance location re-located to Rutland Rd S for interactive pedestrian scaled streetscape.
4. Introduction of murals at both building entrances.
5. Interaction with streetscape for ground-oriented units.

### Materials


The material palette is uniform and textured with a stucco finish system being proposed for most of the exterior walls. The stucco walls are intentionally broken up with the 'frames' proposed to be clad in a blue coloured cement panel which articulates the building facades while concealing the structure required for the cantilevered decks.

### Murals

We wanted the building to enhance community character and highlight Rutland's creative culture. Therefore, we incorporated not only one but 2 murals into the building design that we believe will speak for the community culture and make the building stand apart. It is great pleasure to be working with Uptown Rutland Business Association and we are super excited for incorporating local art masterpieces into the building design as the current mural graphics shown are placeholders.

### Ground Plane

The majority of the parking is provided in a fully underground parkade which allows for 'walk-out' units at grade and an increased level of connectivity between the building and the ground plane. A robust landscape plan is proposed for the ground plane which both adheres to the Zoning Bylaw and Development Engineering requirements while providing privacy to the ground floor units and to the neighbouring properties.

<b>ATTACHMENT</b>		<b>B</b>
This forms part of application		
# DP23-0046 DVP23-0047		
Planner Initials	JI	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>



## Summary

The building Form and Character complements the Rutland Culture, and the design is sensitive to the neighbouring residential properties on the south with a step down in building height. As such, we believe this rezoning and development proposal will overall be sensitively integrated into the context of the neighbourhood as we plan to design and build a beautiful 5-storey building that will provide plentiful amounts of landscaping, vehicle parking, bike parking.

## 3. Site

The proposed project site is strategically located at the edge of the Rutland Urban Centre close to many community and transportation hubs. The proposed project attempts to take advantage of its ideal site by improving connections between the building and the neighbourhood amenities.

### Public Transit

The Project site is made up of 4 properties, and the proposed development will add reasonable density around existing transit corridors, therefore, encouraging increased ridership and improving the overall reliability and frequency of the current bus services. The Project is well located with a bus stop on the east side of the site for both Bus Route 11.

Route 11 is Rutland Town Centre/ Downtown Kelowna line. It connects the project to the Downtown of Kelowna from north Rutland near McCurdy. It brings the tenants south to University of British Columbia Okanagan downtown and further south to Okanagan College, encouraging the potential for some of clients to access education opportunities. The route also passes through the Orchard Park bus loop offering the many services and shops available in the mall as well as many more transit route options.

### Plaza 33 & Lions Park

in the Rutland community and offers extensive shopping opportunities. It is a short walk or bike ride from the project site and is located within 400m (1/4 mile) 5-minute walking circle from the site. Directly across the street with access from the building secondary entrance on Robson Road is the Rutland Lions Park which offers a play structure for children as well as place for quiet reflection at the cenotaph.

### Site Improvements


The improvements and considerable upgrades to existing roadways and utilities being proposed for the project site are as follows:

1. Upgrade to Bus Stop on Rutland Rd S. This includes both upgrades and design per BC Transit's Infrastructure Design Standards.
2. Significant road improvements along Rutland Rd S and Robson Rd S that includes new curb and gutter, sidewalk, storm drainage system, fillet paving, LED street lighting, landscaped and irrigated boulevard.
3. Major underground sanitary and water upgrades benefiting exiting and future developments.

**ATTACHMENT** **B**

This forms part of application  
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## Summary

The site is located on both the City's Bicycle Network and Pedestrian Network and the Future Active Transportation Network. These networks are strengthened by the proposed development as we intend to build a building which capitalizes on its location and site.

## 4. Variance

While meeting all bylaw requirements on this application we are requesting one variance. The variance details and justification are stated below.

### Variance: Flanking Yard Setback on Levels 2 to 4

Background: The initial building design was developed based on the RM5 guidelines while the new 2040 OCP and 2022 Zoning Bylaw were in the process of being adopted. As a result, the fact that the 2022 bylaw states that the ground-floor oriented units setback is applicable only to the floor that these units occupy was not commonly understood. Further to that there were no comments received regarding setbacks on the first Technical Review Summary (TRS) received in May of 2022. In working with the City after the Development Permit Application was submitted we received the following comments: *We ask that you deliver what you mentioned in our meeting of going above and beyond on the ground oriented units by emphasizing those units with a different high end material, additional transition banding, and using other features to emphasize those units. If you can put a strong design forward for the ground oriented units we can support the variance.*

Based on these comments we have worked to revise the building design to focus on pronouncing the ground floor as feature element as well as enhancing our response to the neighboring building context as described further in the rationale below.

Rationale – Ground Floor: Significant efforts have been made to treat the ground floor differently from the floors above and the measures incorporated into the revised design are as follows:

Materiality: Outermost exterior walls are clad in gray brick veneer which 'anchors the floor to the ground plane and enhance the quality of the building at grade. Walls that form part of the recesses are clad in a stucco rainscreen cladding colour darker than the floors above.

Openings: Windows on the ground plane are broken into a 4 pane layout and the frames are gray to match. A stucco clad surround at both the top and bottom of the windows allows these openings to read more vertical than those above.

Banding: The vertical frames present in the initial DP design have been replaced by sweeping horizontal bands on both the level 2 and 5 floor slabs. The level 2 bands acts as a transition element which logically separates the ground floor from the floors above while offering weather protection. The horizontal

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This forms part of application  
# **DP23-0046 DVP23-0047**

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**City of Kelowna**  
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425



bands terminate at vertical bands at entries to distinguish those key elements and the accompanying murals.

Rationale – Neighbouring Context: The redesign speaks to the neighbouring buildings through both materiality and in the addition of eyebrows at all openings. Along the east side of Rutland Rd on the block north of the project site are 2 significant buildings clad in brick veneer and the redesign incorporates brick on the ground floor in an effort to respond to that architectural language. Further to that is the Robson Mews building is adorned with eyebrows or stucco surrounds above the windows and the redesign incorporates these as a measure of ‘fitting in’ with the neighbourhood.

## 5. Conclusion

In summary, we believe that the proposed rental apartment project fits well into the fabric of this developing community and will help further alleviate the housing issue Kelowna is currently facing. We thank you for your consideration in reviewing the attached application and should you have any questions please do not hesitate to contact the undersigned.







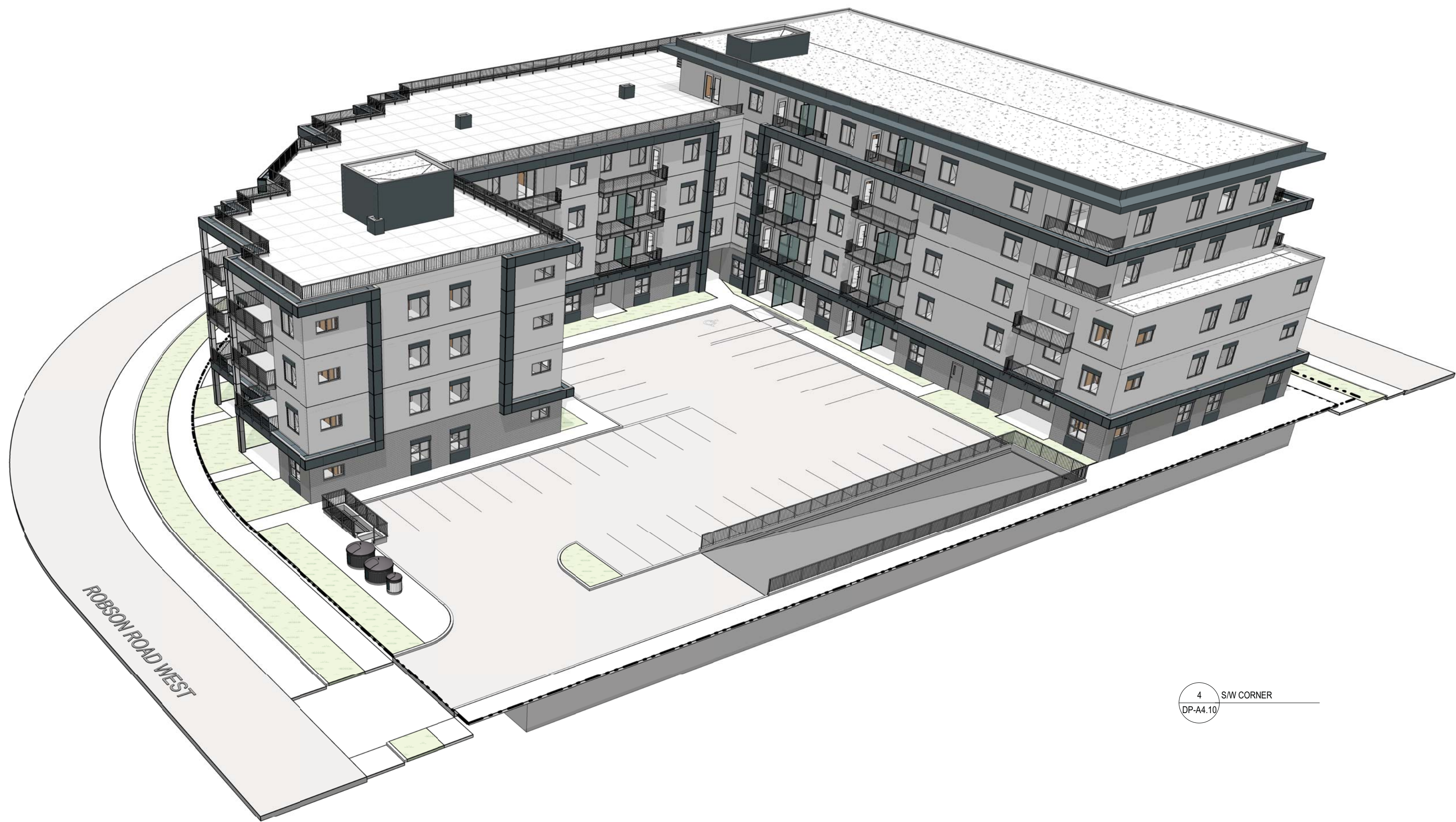
SITE SPECIFIC SOLAR & SHADOW STUDY  
JUNE 21<sup>ST</sup>, 2023 AT 6:00PM

2 NW CORNER  
DP-A4.10



SITE SPECIFIC SOLAR & SHADOW STUDY  
JUNE 21<sup>ST</sup>, 2023 AT 9:00AM

1 SE CORNER  
DP-A4.10



SITE SPECIFIC SOLAR & SHADOW STUDY  
JUNE 21<sup>ST</sup>, 2023 AT 1:00PM

4 SW CORNER  
DP-A4.10



SITE SPECIFIC SOLAR & SHADOW STUDY  
JUNE 21<sup>ST</sup>, 2023 AT 9:00AM

3 NE CORNER  
DP-A4.10

## ATTACHMENT C

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# DP23-0046 DVP23-0047

Planner  
Initials JI



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Project Title

**RUTLAND RENTAL  
APARTMENT PROJECT**

280 ROBSON ROAD SOUTH & 285 ROBSON ROAD WEST,  
KELOWNA, BC V1Y 3C7  
LOT A, SECTION 23, TOWNSHIP 26, QUID, PLAN EPP120337

Drawing Number

**DP-A4.10**

DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**3D VIEWS**

Job No.	1956
Scale	
Drawn	T.R.
Checked	S.T.





1 VIEW NORTH / EAST - RUTLAND ROAD  
DP-A4.11 N.T.S.



2 VIEW NORTH / WEST - ROBSON ROAD  
DP-A4.11 N.T.S.

## ATTACHMENT C

This forms part of application  
# DP23-0046 DVP23-0047

Planner  
Initials

JJ



3 VIEW SOUTH / EAST - RUTLAND ROAD  
DP-A4.11 N.T.S.



NOTE: RENDERING NOT UPDATED

4 AMENITY ROOF DECK  
DP-A4.11 N.T.S.

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Drawing Number

**DP-A4.11**

DRAWINGS ARE NOT TO BE SCALED.  
ALL DIMENSIONS SHALL BE VERIFIED ON JOB

Drawing Title

**RENDERS**

Job No.	1956
Scale	N.T.S.
Drawn	T.R.
Checked	S.T.



## 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

**ATTACHMENT** D

This forms part of application

# DP23-0046 DVP23-0047

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



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

SECTION 2.0: GENERAL RESIDENTIAL AND MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>2.1 General residential &amp; mixed use guidelines</b>						
<b>2.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
a. Orient primary building facades and entries to the fronting street or open space to create street edge definition and activity.						x
b. On corner sites, orient building facades and entries to both fronting streets.						x
c. Minimize the distance between the building and the sidewalk to create street definition and a sense of enclosure.						x
d. Locate and design windows, balconies, and street-level uses to create active frontages and 'eyes on the street', with additional glazing and articulation on primary building facades.						x
e. Ensure main building entries are clearly visible with direct sight lines from the fronting street.						x
f. Avoid blank, windowless walls along streets or other public open spaces.						x
g. Avoid the use of roll down panels and/or window bars on retail and commercial frontages that face streets or other public open spaces.	x					
h. In general, establish a street wall along public street frontages to create a building height to street width ration of 1:2, with a minimum ration of 11:3 and a maximum ration of 1:1.75. <ul style="list-style-type: none"> <li>Wider streets (e.g. transit corridors) can support greater streetwall heights compared to narrower streets (e.g. local streets);</li> <li>The street wall does not include upper storeys that are setback from the primary frontage; and</li> <li>A 1:1 building height to street width ration is appropriate for a lane of mid-block connection condition provided the street wall height is no greater than 3 storeys.</li> </ul>						x
<b>2.1.2 Scale and Massing</b>	N/A	1	2	3	4	5
a. Provide a transition in building height from taller to shorter buildings both within and adjacent to the site with consideration for future land use direction.					x	
b. Break up the perceived mass of large buildings by incorporating visual breaks in facades.						x
c. Step back the upper storeys of buildings and arrange the massing and siting of buildings to: <ul style="list-style-type: none"> <li>Minimize the shadowing on adjacent buildings as well as public and open spaces such as sidewalks, plazas, and courtyards; and</li> <li>Allow for sunlight onto outdoor spaces of the majority of ground floor units during the winter solstice.</li> </ul>						x



<b>2.1.3 Site Planning</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site and design buildings to respond to unique site conditions and opportunities, such as oddly shaped lots, location at prominent intersections, framing of important open spaces, corner lots, sites with buildings that terminate a street end view, and views of natural features.					x	
b. Use Crime Prevention through Environmental Design (CPTED) principles to better ensure public safety through the use of appropriate lighting, visible entrances, opportunities for natural surveillance, and clear sight lines for pedestrians.						x
c. Limit the maximum grades on development sites to 30% (3:1)	x					
d. Design buildings for 'up-slope' and 'down-slope' conditions relative to the street by using strategies such as: <ul style="list-style-type: none"> <li>Stepping buildings along the slope, and locating building entrances at each step and away from parking access where possible;</li> <li>Incorporating terracing to create usable open spaces around the building</li> <li>Using the slope for under-building parking and to screen service and utility areas;</li> <li>Design buildings to access key views; and</li> <li>Minimizing large retaining walls (retaining walls higher than 1 m should be stepped and landscaped).</li> </ul>	x					
e. Design internal circulation patterns (street, sidewalks, pathways) to be integrated with and connected to the existing and planned future public street, bicycle, and/or pedestrian network.					x	
f. Incorporate easy-to-maintain traffic calming features, such as on-street parking bays and curb extensions, textured materials, and crosswalks.						x
g. Apply universal accessibility principles to primary building entries, sidewalks, plazas, mid-block connections, lanes, and courtyards through appropriate selection of materials, stairs, and ramps as necessary, and the provision of wayfinding and lighting elements.						x
<b>2.1.4 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. Locate off-street parking and other 'back-of-house' uses (such as loading, garbage collection, utilities, and parking access) away from public view.						x
b. Ensure utility areas are clearly identified at the development permit stage and are located to not unnecessarily impact public or common open spaces.						x
c. Avoid locating off-street parking between the front façade of a building and the fronting public street.						x
d. In general, accommodate off-street parking in one of the following ways, in order of preference: <ul style="list-style-type: none"> <li>Underground (where the high water table allows)</li> <li>Parking in a half-storey (where it is able to be accommodated to not negatively impact the street frontage);</li> </ul>						x

**ATTACHMENT**

**D**

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**Kelowna**  
DEVELOPMENT PLANNING

431



<ul style="list-style-type: none"> <li>Garages or at-grade parking integrated into the building (located at the rear of the building); and</li> <li>Surface parking at the rear, with access from the lane or secondary street wherever possible.</li> </ul>						
e. Design parking areas to maximize rainwater infiltration through the use of permeable materials such as paving blocks, permeable concrete, or driveway planting strips.	x					
f. In cases where publicly visible parking is unavoidable, screen using strategies such as: <ul style="list-style-type: none"> <li>Landscaping;</li> <li>Trellises;</li> <li>Grillwork with climbing vines; or</li> <li>Other attractive screening with some visual permeability.</li> </ul>	x					
g. Provide bicycle parking at accessible locations on site, including: <ul style="list-style-type: none"> <li>Covered short-term parking in highly visible locations, such as near primary building entrances; and</li> <li>Secure long-term parking within the building or vehicular parking area.</li> </ul>						x
h. Provide clear lines of site at access points to parking, site servicing, and utility areas to enable casual surveillance and safety.						x
i. Consolidate driveway and laneway access points to minimize curb cuts and impacts on the pedestrian realm or common open spaces.						x
j. Minimize negative impacts of parking ramps and entrances through treatments such as enclosure, screening, high quality finishes, sensitive lighting and landscaping.						x
<b>2.1.5 Streetscapes, Landscapes, and Public Realm Design</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Site buildings to protect mature trees, significant vegetation, and ecological features.	x					
b. Locate underground parkades, infrastructure, and other services to maximize soil volumes for in-ground plantings.				x		
c. Site trees, shrubs, and other landscaping appropriately to maintain sight lines and circulation.						x
d. Design attractive, engaging, and functional on-site open spaces with high quality, durable, and contemporary materials, colors, lighting, furniture, and signage.						x
e. Ensure site planning and design achieves favourable microclimate outcomes through strategies such as: <ul style="list-style-type: none"> <li>Locating outdoor spaces where they will receive ample sunlight throughout the year;</li> <li>Using materials and colors that minimize heat absorption;</li> <li>Planting both evergreen and deciduous trees to provide a balance of shading in the summer and solar access in the winter; and</li> <li>Using building mass, trees and planting to buffer wind.</li> </ul>						x
f. Use landscaping materials that soften development and enhance the public realm.						x



g. Plant native and/or drought tolerant trees and plants suitable for the local climate.						x
h. Select trees for long-term durability, climate and soil suitability, and compatibility with the site's specific urban conditions.						x
i. Design sites and landscapes to maintain the pre-development flows through capture, infiltration, and filtration strategies, such as the use of rain gardens and permeable surfacing.						x
j. Design sites to minimize water use for irrigation by using strategies such as: • Designing planting areas and tree pits to passively capture rainwater and stormwater run-off; and • Using recycled water irrigation systems.						x
k. Create multi-functional landscape elements wherever possible, such as planting areas that also capture and filter stormwater or landscape features that users can interact with.	x					
l. Use exterior lighting to complement the building and landscape design, while: • Minimizing light trespass onto adjacent properties; • Using full cut-off lighting fixtures to minimize light pollution; and • Maintaining lighting levels necessary for safety and visibility.						x
m. Employ on-site wayfinding strategies that create attractive and appropriate signage for pedestrians, cyclists, and motorists using a 'family' of similar elements.	x					
<b>2.1.6 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. Express a unified architectural concept that incorporates variation in façade treatments. Strategies for achieving this include: • Articulating facades by stepping back or extending forward a portion of the façade to create a series of intervals or breaks; • Repeating window patterns on each step-back and extension interval; • Providing a porch, patio, or deck, covered entry, balcony and/or bay window for each interval; and • Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce each interval.						x
b. Incorporate a range of architectural features and details into building facades to create visual interest, especially when approached by pedestrians. Include architectural features such as: bay windows and balconies; corner feature accents, such as turrets or cupolas; variations in roof height, shape and detailing; building entries; and canopies and overhangs.  Include architectural details such as: Masonry such as tiles, brick, and stone; siding including score lines and varied materials to distinguish between floors; articulation of columns and pilasters; ornamental features and art work; architectural lighting; grills and railings; substantial trim details and moldings / cornices; and trellises, pergolas, and arbors.						x



c. Design buildings to ensure that adjacent residential properties have sufficient visual privacy (e.g. by locating windows to minimize overlook and direct sight lines into adjacent units), as well as protection from light trespass and noise.						x
d. Design buildings such that their form and architectural character reflect the buildings internal function and use.						x
e. Incorporate substantial, natural building materials such as masonry, stone, and wood into building facades.					x	
f. Provide weather protection such as awnings and canopies at primary building entries.						x
g. Place weather protection to reflect the building's architecture.						x
h. Limit signage in number, location, and size to reduce visual clutter and make individual signs easier to see.						x
i. Provide visible signage identifying building addresses at all entrances.						x

SECTION 4.0: LOW & MID-RISE RESIDENTIAL MIXED USE						
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
<b>4.1 Low &amp; mid-rise residential &amp; mixed use guidelines</b>						
<b>4.1.1 Relationship to the Street</b>	N/A	1	2	3	4	5
i. Ensure lobbies and main building entries are clearly visible from the fronting street.						x
j. Avoid blank walls at grade wherever possible by: <ul style="list-style-type: none"> <li>Locating enclosed parking garages away from street frontages or public open spaces;</li> <li>Using ground-oriented units or glazing to avoid creating dead frontages; and</li> <li>When unavoidable, screen blank walls with landscaping or incorporate a patio café or special materials to make them more visually interesting.</li> </ul>						x
<b>Residential &amp; Mixed Use Buildings</b>						
k. Set back residential buildings on the ground floor 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. <ul style="list-style-type: none"> <li>A maximum 1.2 m height (e.g. 5-6 steps) is desired for front entryways.</li> <li>Exceptions can be made in cases where the water table requires this to be higher. In these cases, provide a larger patio and screen parking with ramps, stairs and landscaping.</li> </ul>					x	
l. Incorporate individual entrances to ground floor units accessible from the fronting street or public open spaces.						x



m. Site and orient buildings so that windows and balconies overlook public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						x
<b>4.1.2 Scale and Massing</b>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Residential building facades should have a maximum length of 60 m. A length of 40 m is preferred.						x
b. Residential buildings should have a maximum width of 24 m.						x
c. Buildings over 40 m in length should incorporate a significant horizontal and vertical break in the façade.	x					
d. For commercial facades, incorporate a significant break at intervals of approximately 35 m.	x					
<b>4.1.3 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. On sloping sites, floor levels should step to follow natural grade and avoid the creation of blank walls.	x					
b. Site buildings to be parallel to the street and to have a distinct front-to-back orientation to public street and open spaces and to rear yards, parking, and/or interior court yards: <ul style="list-style-type: none"> <li>• Building sides that interface with streets, mid-block connections and other open spaces and should positively frame and activate streets and open spaces and support pedestrian activity; and</li> <li>• Building sides that are located away from open spaces (building backs) should be designed for private/shared outdoor spaces and vehicle access.</li> </ul>						x
c. Break up large buildings with mid-block connections which should be publicly-accessible wherever possible.	x					
d. Ground floors adjacent to mid-block connections should have entrances and windows facing the mid-block connection.	x					
<b>4.1.4 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. Vehicular access should be from the lane. Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access may be 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 minimised; and</li> <li>• There is no more than one curb cut per property.</li> </ul>						x
b. Above grade structure parking should only be provided in instances where the site or high water table does not allow for other parking forms and should be screened from public view with active retail uses, active residential uses, architectural or landscaped screening elements.						x
c. Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2 m above grade, with the following considerations: <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> </ul>	x					



<ul style="list-style-type: none"> <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>	<b>N/A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
a. Integrate publicly accessible private spaces (e.g. private courtyards accessible and available to the public) with public open areas to create seamless, contiguous spaces.	x					
b. Locate semi-private open spaces to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.						x
<b>Rooftop Amenity Spaces</b>						
c. Design shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) to be accessible to residents and to ensure a balance of amenity and privacy by: <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 by using fencing, landscaping, or architectural screening.</li> </ul>						x
d. Reduce the heat island affect 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>					x	
<b>4.1.6 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. Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20 m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance and include: <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 façade;</li> <li>Repeating window pattern intervals that correspond to extensions and step backs (articulation) in the building façade;</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>						x



b. Break up the building mass by incorporating elements that define a building's base, middle and top.						x
c. Use an integrated, consistent range of materials and colors and provide variety, by for example, using accent colors.						x
d. Articulate the façade using design elements that are inherent to the buildings as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.						x
e. Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the façade, adding pedestrian space, increasing the number and size of windows, and adding awnings or canopies.						x
f. Provide weather protection (e.g. awnings, canopies, overhangs, etc.) along all commercial streets and plazas 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>	x					
g. Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.	x					
h. Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.	x					
i. Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length of facades.	x					
j. Provide 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.	x					
k. 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>	x					
l. Uniquely branded or colored signs are encouraged to help establish a special character to different neighbourhoods.	x					

<b>ATTACHMENT</b>		<b>D</b>
This forms part of application # DP23-0046 DVP23-0047		
Planner Initials	Jl	 City of <b>Kelowna</b> <small>DEVELOPMENT PLANNING</small>



DP23-0046 DVP23-0047  
285 Robson Rd W

Development Permit & Development Variance Permit

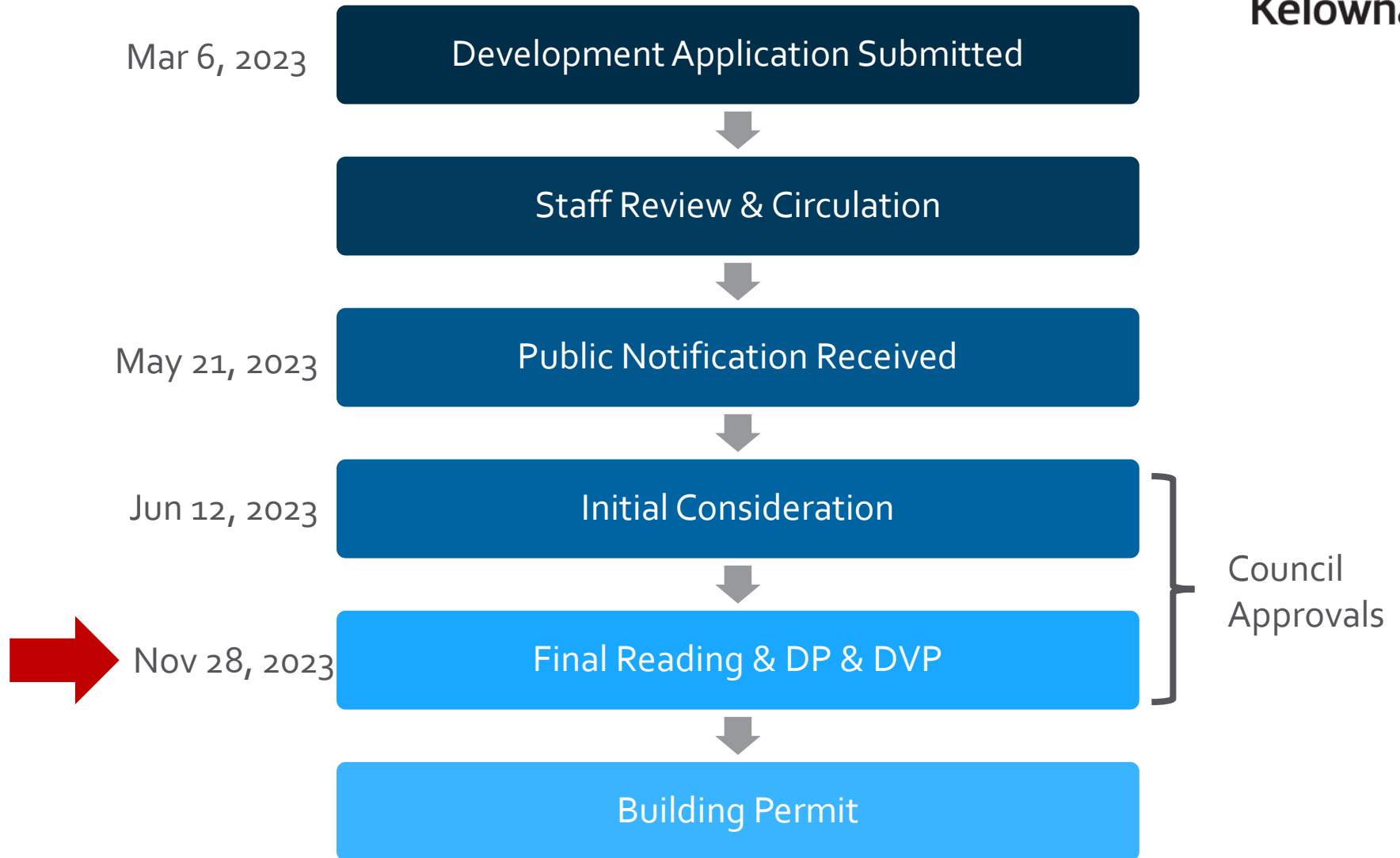


# Purpose

- ▶ To issue a Development Permit and Development Variance Permit for the form and character of apartment housing with a variance to the flanking side yard setback.

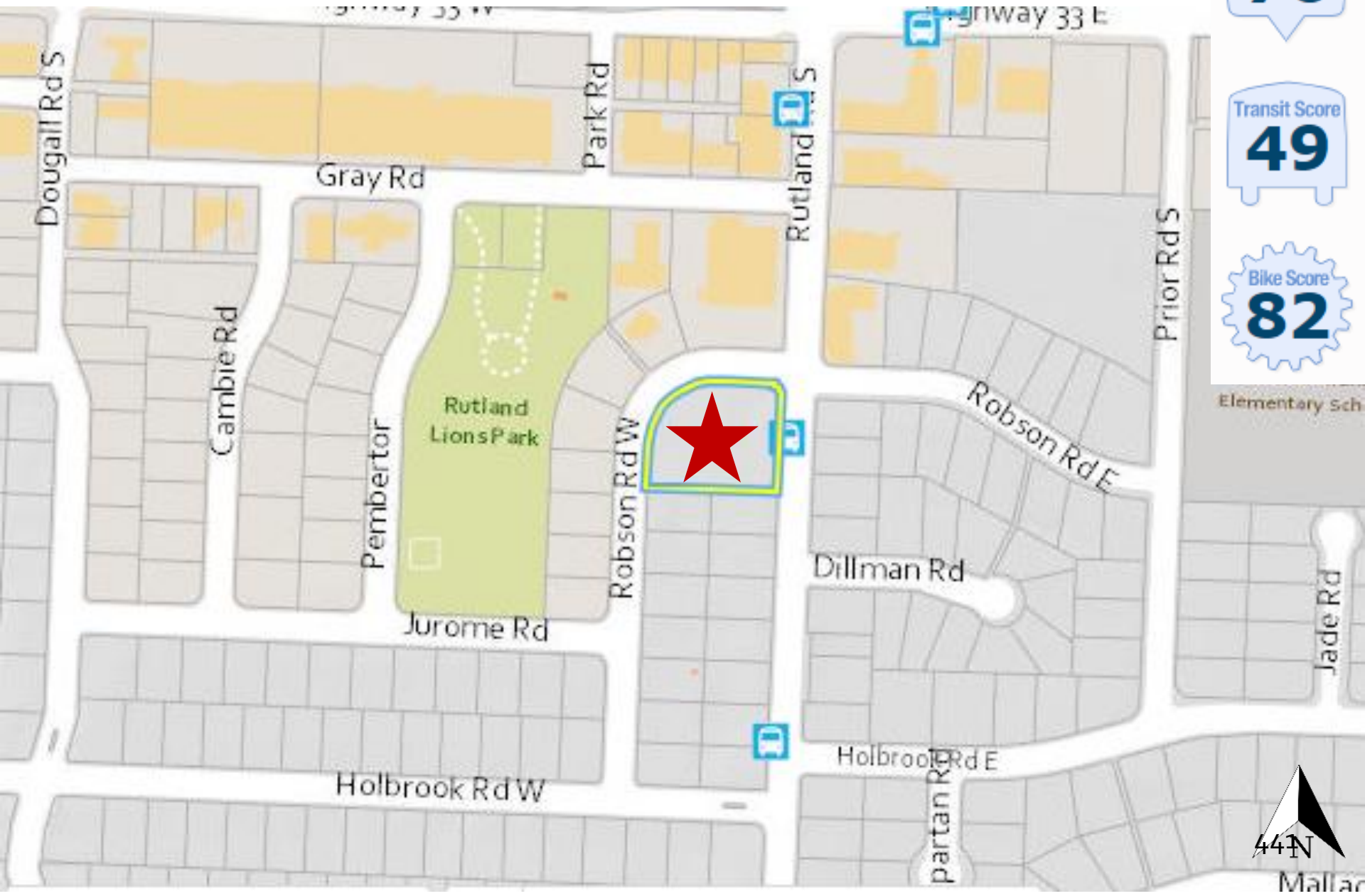


# Development Process





# Context Map





# Subject Property Map



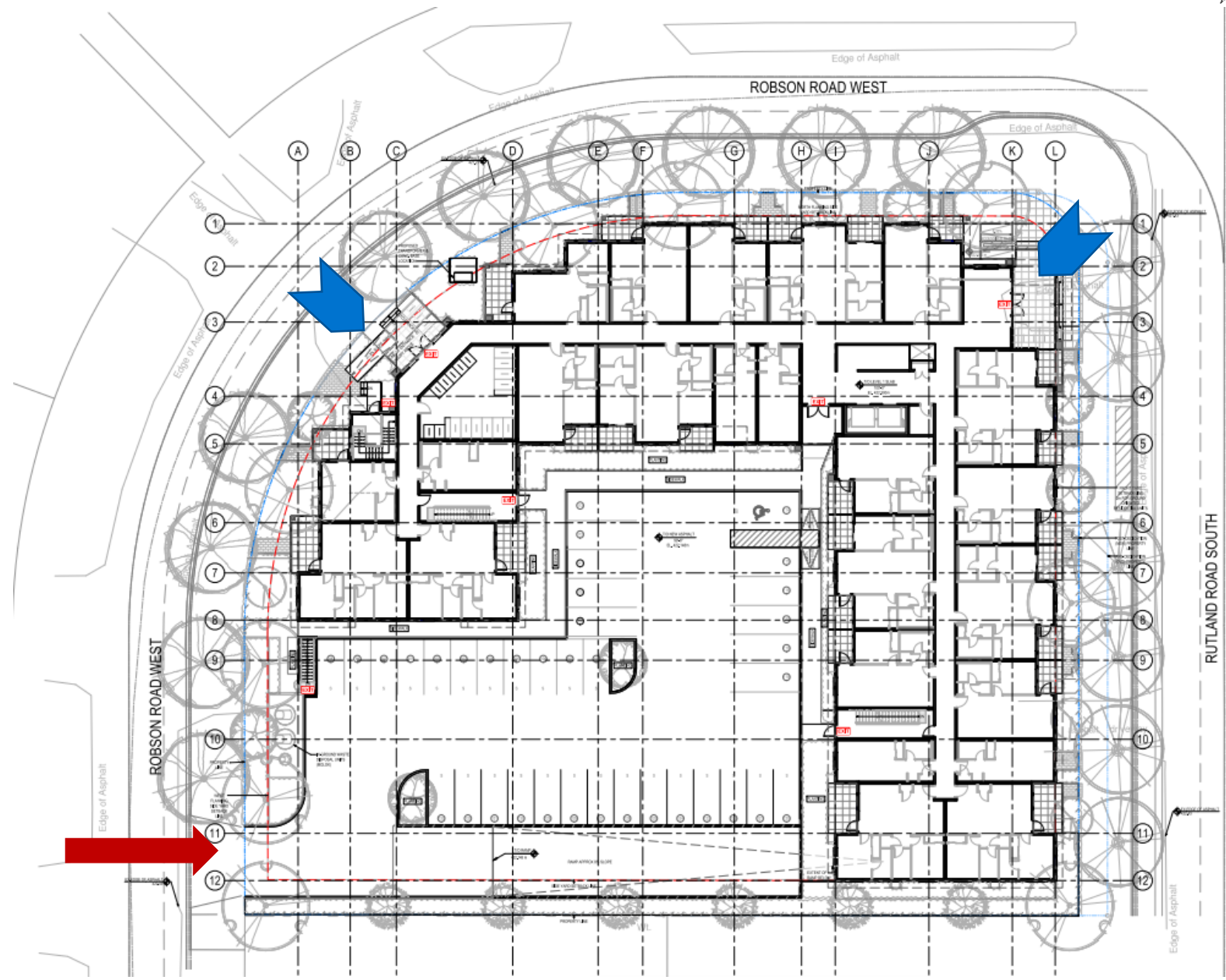


# Technical Details

- ▶ MF3r – Apartment Housing Rental Only
  - ▶ 106 units
    - ▶ 20 Bachelor
    - ▶ 51 1-Bedroom
    - ▶ 35 2-Bedroom
  - ▶ 5 storeys in height
  - ▶ 133 Parking Stalls
  - ▶ 114 Bicycle Stalls



# Site Plan





# Elevation – North



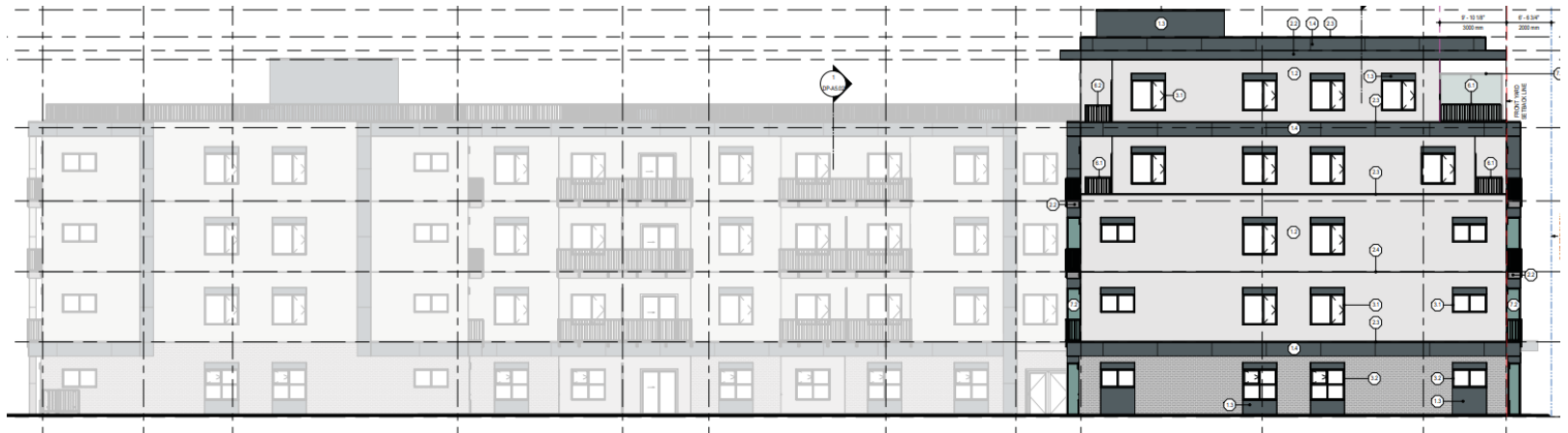


# Elevation – West





# Elevation – South



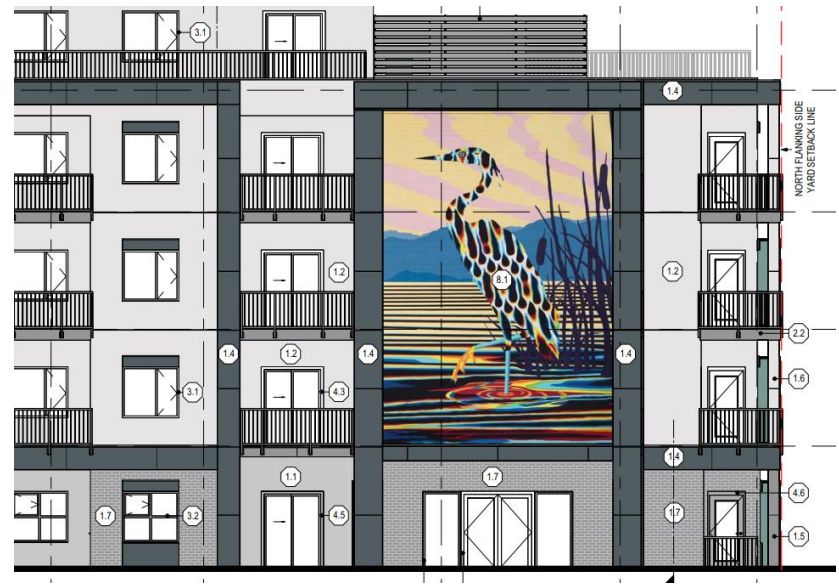


# Elevation – East





# Materials Board



BUILDING ELEVATION KEYNOTE SCHEDULE

FIBRE CEMENT PANEL - LIGHT GREY



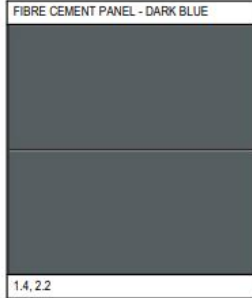
1.6

FIBRE CEMENT PANEL - MEDIUM GREY



1.5

FIBRE CEMENT PANEL - DARK BLUE



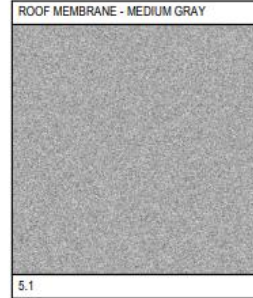
1.4, 2.2

METALS - MEDIUM GRAY



2.3, 2.4, 6.1, 6.2, 6.3

ROOF MEMBRANE - MEDIUM GRAY



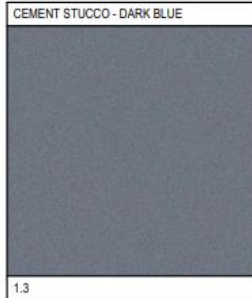
5.1

BRICK - DARK GRAY



1.7

CEMENT STUCCO - DARK BLUE



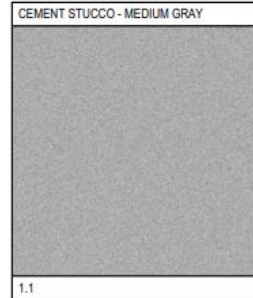
1.3

CEMENT STUCCO - LIGHT GRAY



1.2

CEMENT STUCCO - MEDIUM GRAY



1.1



# Landscape Plan





# Rooftop Plan





# Rendering – NE





# Rendering – NW





# Rendering – SE





# Rendering – Amenity Level





# Variances

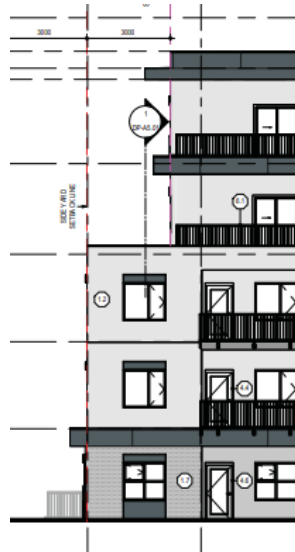


- ▶ Variance to the flanking side yard from 4.5 m required to 2.1 m proposed.
- ▶ Levels 2-4.
- ▶ Robson Road Frontage.



# OCP Design Guidelines

- ▶ Ensure buildings contribute positively to the neighbourhood context and provide a sensitive transition in scale to existing and future buildings, parks, and open spaces.





# OCP Design Guidelines

- ▶ Orient entries, windows, patios and balconies to face the fronting street. Ensure primary building entries are directly accessible from the fronting public sidewalk.
- ▶ Provide access to underground or above ground on-site parking from secondary streets or lanes
- ▶ Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline, articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies.



# Staff Recommendation

- ▶ Staff recommend **support** for the proposed development permit and development variance permit as it:
  - ▶ Meets majority of OCP Design Guidelines
  - ▶ Impact of the variance considered minimal