

City of Kelowna

Regular Council Meeting

AGENDA



Monday, November 16, 2015

1:30 pm

Council Chamber

City Hall, 1435 Water Street

Pages

1. Call to Order

This meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

3 - 7

Regular PM Meeting - November 9, 2015

3. Development Application Reports & Related Bylaws

3.1 1789 Munson Road, A15-0009 - Gabriel & Linda Coupal

8 - 52

Mayor to invite the Applicants, or Applicants Representative, to come forward.

To consider a Staff recommendation NOT to support an application to the Agricultural Land Commission for an exclusion of land within the Agricultural Land Reserve.

3.2 125 Dundas Road & 815 Highway 33 W, Z15-0046 - Unico One Developments Ltd.

53 - 89

To rezone the subject properties to the RM5 - Medium Density Multiple Housing zone.

3.3 125 Dundas Road & 815 Highway 33 W, BL11165 (Z15-0046) - Unico One Developments Ltd.

90 - 90

To give Bylaw No. 11165 first reading in order to rezone the subject properties.

3.4 305 Homer Road, Z15-0049 - Davara Holdings Ltd.

91 - 114

To rezone the subject property to the RM3 - Low Density Multiple Housing zone.

3.5 305 Homer Road, BL11166 (Z15-0049) - Davara Holdings Ltd. 115 - 115

To give Bylaw No. 11166 first reading in order to rezone the subject property.

3.6 984 Dehart Road, OCP14-0022 & Z14-0047, Extension Request - Sherwood Mission Developments et al 116 - 118

To extend the deadline for adoption of Official Community Plan Amending Bylaw No. 11017 and Rezoning Bylaw No. 11018 to October 22, 2016.

4. Non-Development Reports & Related Bylaws

4.1 Rental Housing Grant Recommendation for 2016 119 - 131

To consider the proposed Rental Housing Grants for 2016.

4.2 Rutland Arena Concession Lease 132 - 180

To enter into a Lease Agreement with Una Mak for a term of three (3) years, with the option to renew for an additional two (2) year term, to operate the food concession service at Rutland Arena.

4.3 Parking Rate, Fine and Fee Adjustments 181 - 215

To obtain approval from Council for base parking rate, fine and fee adjustments, consistent with the City-Wide Parking Management Strategy, to promote a balanced transportation system, maintain alignment with transit rates, create a competitive marketplace and to ensure adequate parking reserves are maintained.

4.4 BL11167 - Amendment No. 27 to Traffic Bylaw No. 8120 216 - 221

To give Bylaw No. 11167 first, second and third readings in order to amend the City of Kelowna's Traffic Bylaw to be consistent with the City-wide Parking Strategy.

4.5 BL11168 - Amendment No. 13 to Bylaw Notice Enforcement Bylaw No. 10475 222 - 223

To give Bylaw No. 11168 first, second and third readings in order to amend the City of Kelowna's Bylaw Notice Enforcement Bylaw to be consistent with the City-wide Parking Strategy.

5. Mayor and Councillor Items

6. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, November 9, 2015
Location: Council Chamber
City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge, Brad Sieben*, Mohini Singh and Luke Stack

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Divisional Director, Infrastructure, Alan Newcombe*; Urban Planner, Laura Bentley*; Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Parking Services Manager, Dave Duncan*; Divisional Director, Community Planning & Real Estate, Doug Gilchrist*; Council Recording Secretary, Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:32 p.m.

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Given

R864/15/11/09 THAT the Minutes of the Regular Meetings of November 2, 2015 be confirmed as circulated.

Carried

Mayor Basran, with the concurrence of Council, moved up Item 5.2 on the Agenda.

5. Non-Development Reports & Related Bylaws

5.2 Southern Interior Construction Association Awards for City Projects

Staff:

- Provided a summary of the SICA Awards and presented them to Mayor Basran who accepted them on behalf of Council and the City.

3. Development Application Reports & Related Bylaws

3.1 1295 St. Paul Street, Z15-0023 & TA15-0014 - ML Holdings Inc.

Staff:

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

Councillor Sieben left the meeting at 1:49 p.m.

Moved By Councillor Gray/Seconded By Councillor Donn

R865/15/11/09 THAT Rezoning Application No. Z15-0023 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 25, District Lot 139, ODYD, Plan 1303, located at 1295 St Paul Street, Kelowna, BC from the RU2 - Medium Lot Housing zone to the RM4 - Transitional Low Density Housing zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated November 2, 2015;

AND 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;

AND THAT Zoning Bylaw Text Amendment Application No. TA15-0014 to amend the City of Kelowna Zoning Bylaw No. 8000, as outlined in the Report from the Community Planning Department dated November 2, 2015, 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 requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction.

Carried

3.2 BL11163 (TA15-0014) - Amendment to RM4 - Transitional Low Density Housing

Moved By Councillor Gray/Seconded By Councillor Hodge

R866/15/11/09 THAT Bylaw No. 11163 be read a first time.

Carried**3.3 1295 St. Paul Street, BL11162 (Z15-0023) - ML Holdings Inc.**Moved By Councillor Donn/Seconded By Councillor GrayR867/15/11/09 THAT Bylaw No. 11162 be read a first time.Carried**3.4 260 Davie Road, Z15-0047 - Urban Cottage Homes Ltd.**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor DeHart

R868/15/11/09 THAT Rezoning Application No. Z15-0047 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 4 Section 22 Township 26 ODYD Plan 18085, located at 260 Davie Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

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

Carried**3.5 260 Davie Road, BL11164 (Z15-0047) - Urban Cottage Homes Ltd.**Moved By Councillor Given/Seconded By Councillor DonnR869/15/11/09 THAT Bylaw No. 11164 be read a first time.Carried**3.6 1755 Capri Street, 1835 Gordon Drive & 1171 Harvey Avenue, TA14-0004 & Z12-0056, Extension Request - RG Properties Ltd.**

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Singh

R870/15/11/09 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Text Amending Bylaw No. 10998 and Rezoning Bylaw No. 11016, for Lot A, D.L. 137, ODYD, Plan KAP64836, located at 1835 Gordon Drive, Lot B, D.L. 137, ODYD, Plan KAP64836, located at 1171 Harvey Avenue, Lot C, D.L. 137, ODYD, Plan KAP64836, located at 1755 Capri Street, Kelowna BC, be extended from October 22, 2015 to October 22, 2016;

AND THAT Council direct staff not to accept any further extension requests.

Carried

4. Bylaws for Adoption (Development Related)

4.1 5267 Chute Lake Road, BL11110 (Z15-0021) - David Rolleston

Moved By Councillor Stack/Seconded By Councillor DeHart

R871/15/11/09 THAT Bylaw No. 11110 be adopted.

Carried

4.2 3473 Scott Road, BL11151 (Z15-0040) - Frank & Dawn Filice

Moved By Councillor DeHart/Seconded By Councillor Stack

R872/15/11/09 THAT Bylaw No. 11151 be adopted.

Carried

4.3 3461 Scott Road, BL11153 (Z15-0042) - Frank & Dawn Filice

Moved By Councillor Stack/Seconded By Councillor DeHart

R873/15/11/09 THAT Bylaw No. 11153 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 Complimentary Saturday Parking in December 2015

Staff:

- Provided an overview of the complimentary downtown off street parking for the month of December

Moved By Councillor DeHart/Seconded By Councillor Stack

R874/15/11/09 THAT Council receives, for information, the report from the Manager, Parking Services dated November 9, 2015 with respect to Complimentary Downtown Parking on Saturdays in December 2015;

AND THAT Council approves no charge on-street parking in the Downtown area on the four (4) Saturdays in December 2015.

Carried

6. Mayor and Councillor Items

Councillor Hodge:

- Spoke to his attendance at the SILGA Executive Meeting on November 4th in Merritt.
- Will be attending Cities Fit for Children Conference in Vernon BC.

Councillor Gray:

- Spoke to the upcoming 1st National Philanthropy Day in the Okanagan on November 13th.

Councillor Donn:

- Spoke to the success of the 100+ Men Who Give a Damn Event on November 4th that raised \$30,000.

Councillor DeHart:

- Spoke to the upcoming Remembrance Day Ceremonies Downtown and in Rutland.

7. Termination

This meeting was declared terminated at 2:08 p.m.

Mayor

/acm



City Clerk

REPORT TO COUNCIL



Date: November 16, 2015

RIM No. 1210-21

To: City Manager

From: Community Planning Department (MS)

Application: A15-0009 **Owner:** Gabriel Arthur Coupal
Linda Anne Coupal

Address: 1789 Munson Road **Applicant:** Gabriel Arthur Coupal

Subject: Application to the ALC to exclude a property from the ALR

Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A15-0009 for Parcel B on *Plan B6522 Amended Lot 7 DL 130 ODYD Plan 415 except Plans 18843 and KAP64190*, located at 1789 Munson Road, Kelowna BC, for an exclusion of agricultural land in the Agricultural Land Reserve, pursuant to Section 30(1) of the Agricultural Land Commission Act, NOT be supported by Council;

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

2.0 Purpose

To consider a Staff recommendation NOT to support an application to the Agricultural Land Commission for an exclusion of land within the Agricultural Land Reserve.

3.0 Community Planning

Staff does not support the application. The City of Kelowna Agriculture Plan states general non-support for exclusion of ALR lands¹. The Official Community Plan does not support lands within the Resource Protection Area for exclusion². In addition, it states that lands outside the Permanent Growth Boundary will not be supported for urban uses. The property has a future land use of Resource Protection Area as well as being outside the Permanent Growth Boundary. Objective 5.33 of the Official Community Plan³. states that the primary use of agricultural land remain agriculture, and that urban uses should be directed lands within the Permanent Growth Boundary, to reduce speculative pressure on agricultural lands. (See Section 5.0, below).

¹ City of Kelowna Agriculture Plan. 1998. P. 130.

² City of Kelowna 2030 Official Community Plan. Future Land Use Chapter. P. 4.2.

³ City of Kelowna 2030 Official Community Plan: Agricultural Land Use Policies Chapter. P. 5.35.

The applicants wish to have their property excluded from the ALR. In recent years, they have run their farm as a "U-Pick" Strawberry Farm and retail sales operation. There is no specific future land use proposed, but the applicant suggest that the use should be harmonized with other no-farm uses in the area.

The applicants have found the increasing urbanization surrounding their property has compromised their ability to farm the land. (See attached letter of rationale).

These concerns include:

- increased traffic on Benvoulin has become an impediment to entry and egress into their farm;
- children playing on the soccer fields to the west present a restriction on spraying times;
- diesel trucks running on the Fortis site to the south create unpleasant conditions for their customers during picking; and
- inconsistent soil conditions present challenges to soil based crops.

4.0 Proposal

4.1 Background

The subject property was purchased by the applicant's parents in 1971. The applicants purchased the property from their parents in 2003. Over the years, agriculture on the property has included pasture, vegetable crops and, more recently, strawberries. The property is approximately 2.49 ha (6.15 acres), which includes:

- farm residential footprint (including yard, house, and driveway);
- recently farmed land;
- parking area; and
- retail sales building.

The applicants have had challenges with traffic and conflicts with adjacent non-farm uses. Concerns include increased traffic along Benvoulin, customers challenged with accessing their property, and the intrusion of a new median placed on Benvoulin (shown below).

Map 1 - Property Access from Benvoulin



The adjacent properties to the south, the Kelowna Christian School and Fortis BC, are within the Agricultural Land Reserve, and have received non-farm use approvals from the ALC. The history of the area is:

- 1988: Kelowna Christian School - ALC Resolution #341/1988 to allow the a Non-Farm Use for the school
- 1997: Kelowna Christian School - Rezoning and Development Permit - Kelowna Christian School, including the requirement of a 3.0 metre vegetated buffer along other ALR properties
- 2001: ALC Resolution - Fortis BC - ALC Resolution - Non-Farm Use Approval for the Expansion of Use of the utility, which existed as West Kootney Power prior to 1972
- 2003: Applicant purchased property from parents
- 2006: Application - 1789 Munson - for exclusion
- 2007: ALC refused exclusion - 1789 Munson Road
- 2012: ALC refused to reconsider the 2007 exclusion application

Staff advised that they have communicated to the Christian School and Fortis that they would not support expansion of either buildings at their current locations. In 2007, the application for exclusion was submitted, with the intent of extending the Fortis BC operation. (See attached ALC Minutes of Resolution #28/2007).

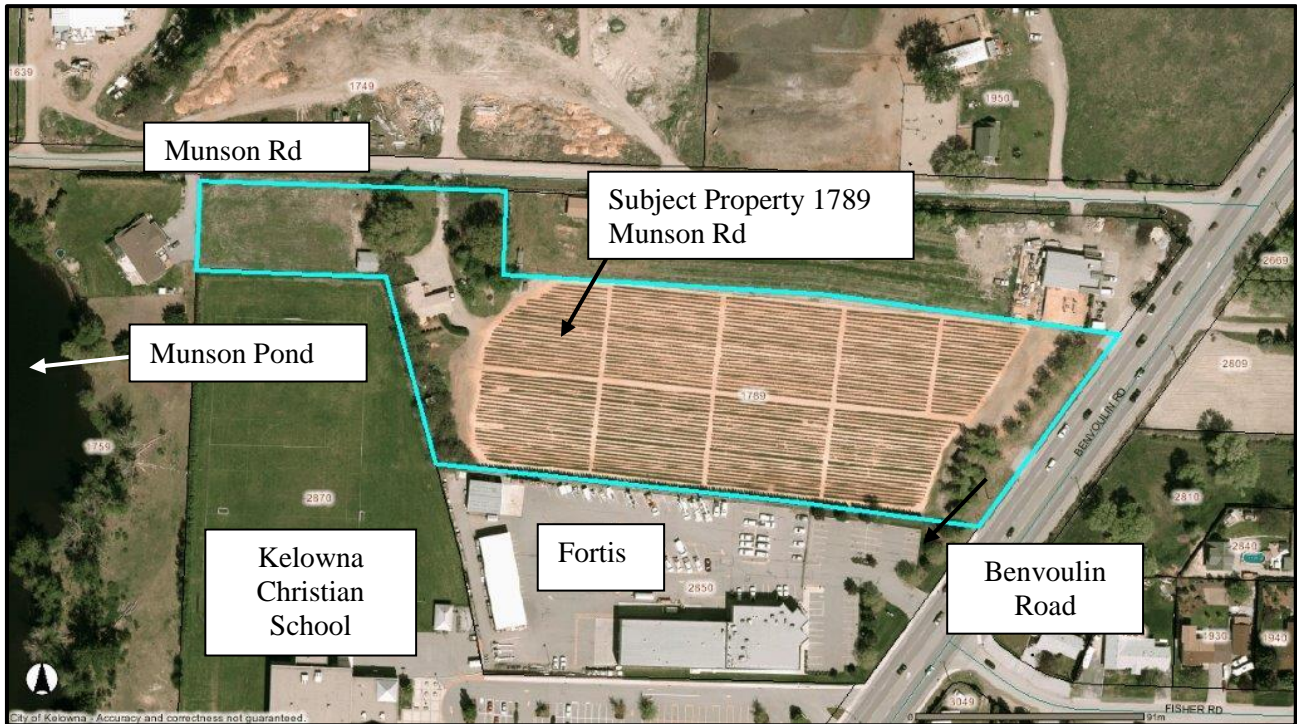
4.2 Site Context

The subject property is located in the South Pandosy / KLO Sector of the City and is within the Agricultural Land Reserve. The Future Land Use of the property is Resource Protection Area (REP). It is zoned A1 - Agriculture 1 (Maps 2 - 5, below) and is outside of the Permanent Growth Boundary. The property is level with less than 1% grade change, with a grade of 352.0 at Benvoulin Road at the east to 350.25 at the west property line.

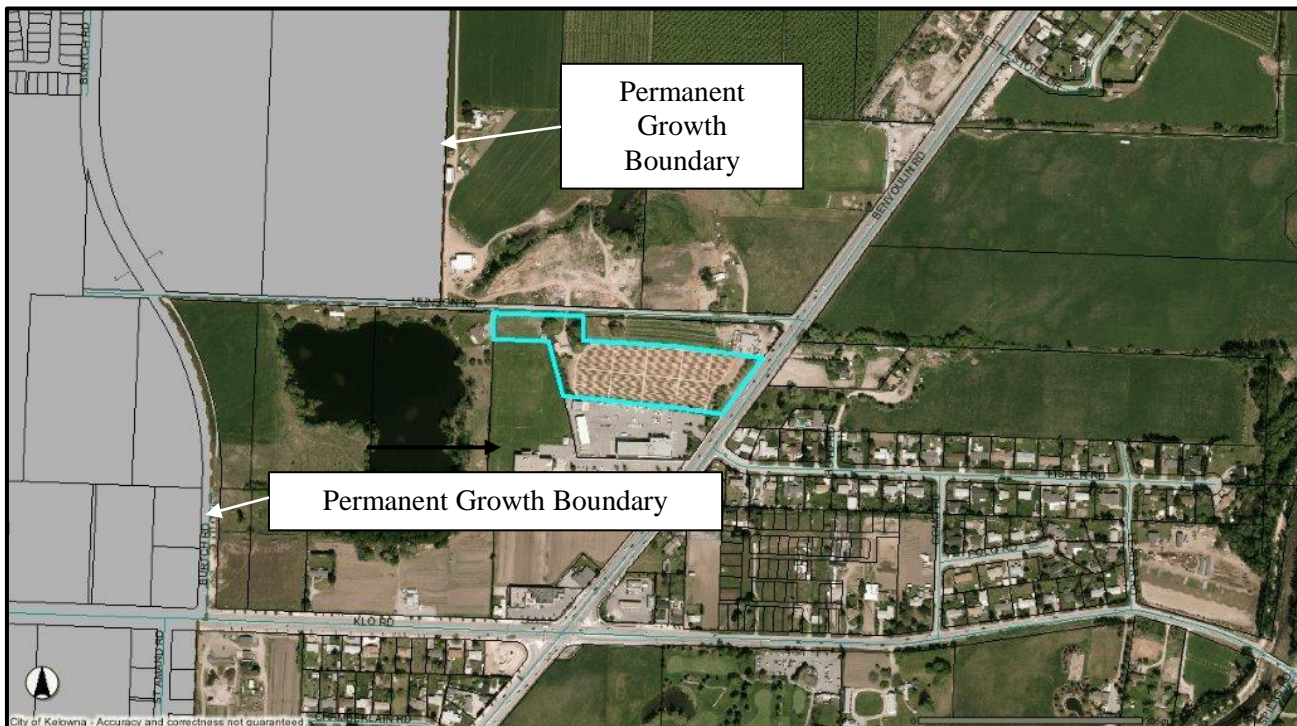
Parcel Summary - 1789 Munson Road:

- Parcel Size: 2.49 ha (6.15 acres)
- Elevation: 352.0 to 350.25 metres above sea level (masl) (approx.)

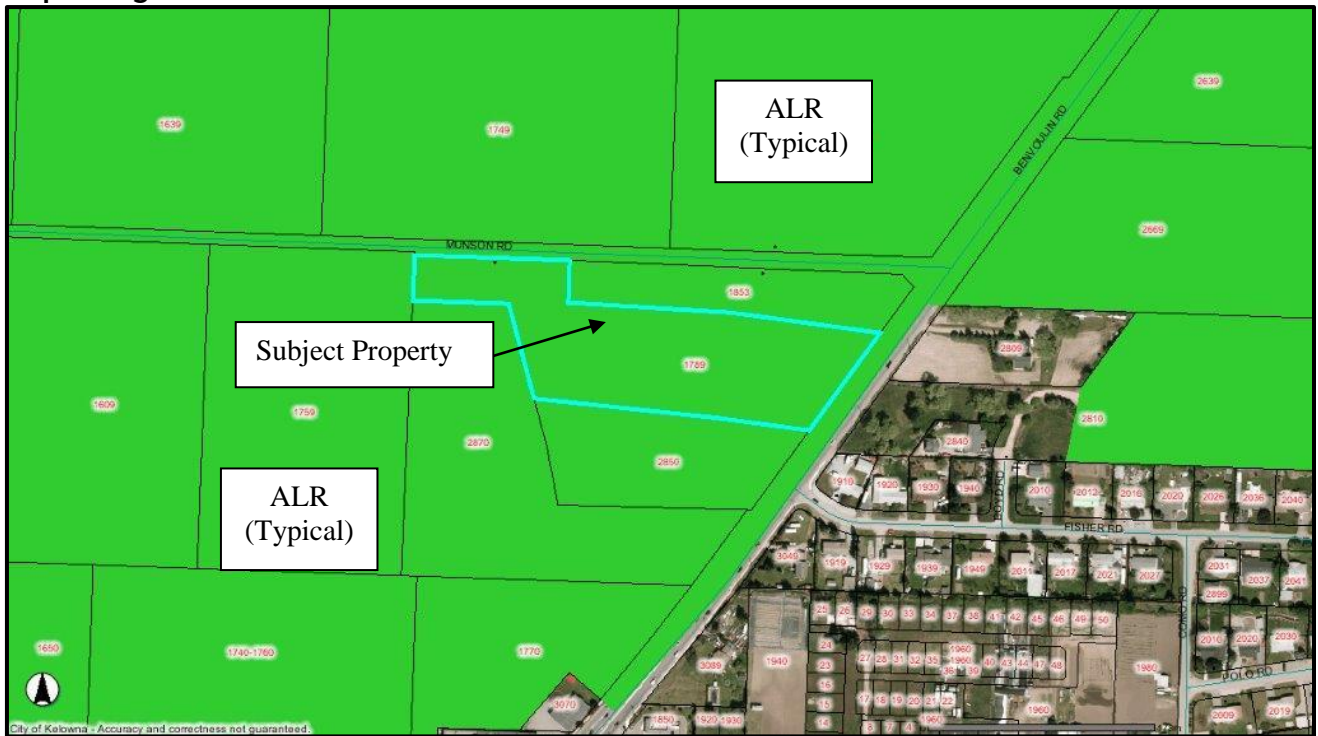
Map 2 - Neighbourhood



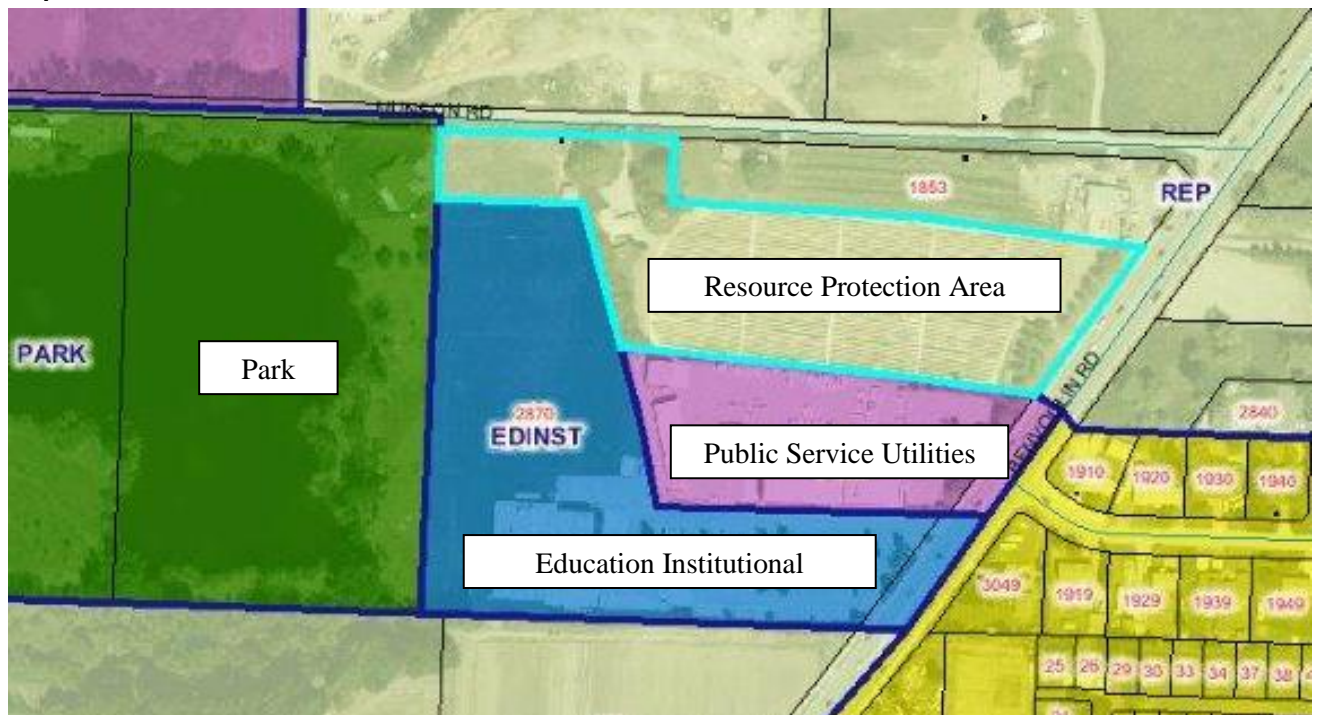
Map 3 - Permanent Growth Boundary



Map 4 - Agricultural Land Reserve



Map 5 - Future Land Use



4.3 Neighbourhood Context

The subject property lies within the Resource Protection Area for future land use according to the Official Community Plan. The properties to the north and east are also within the Resource Protection Area Future Land Use. The properties to the southeast are not in the ALR. This area was developed into residential lots prior to its establishment in 1972.

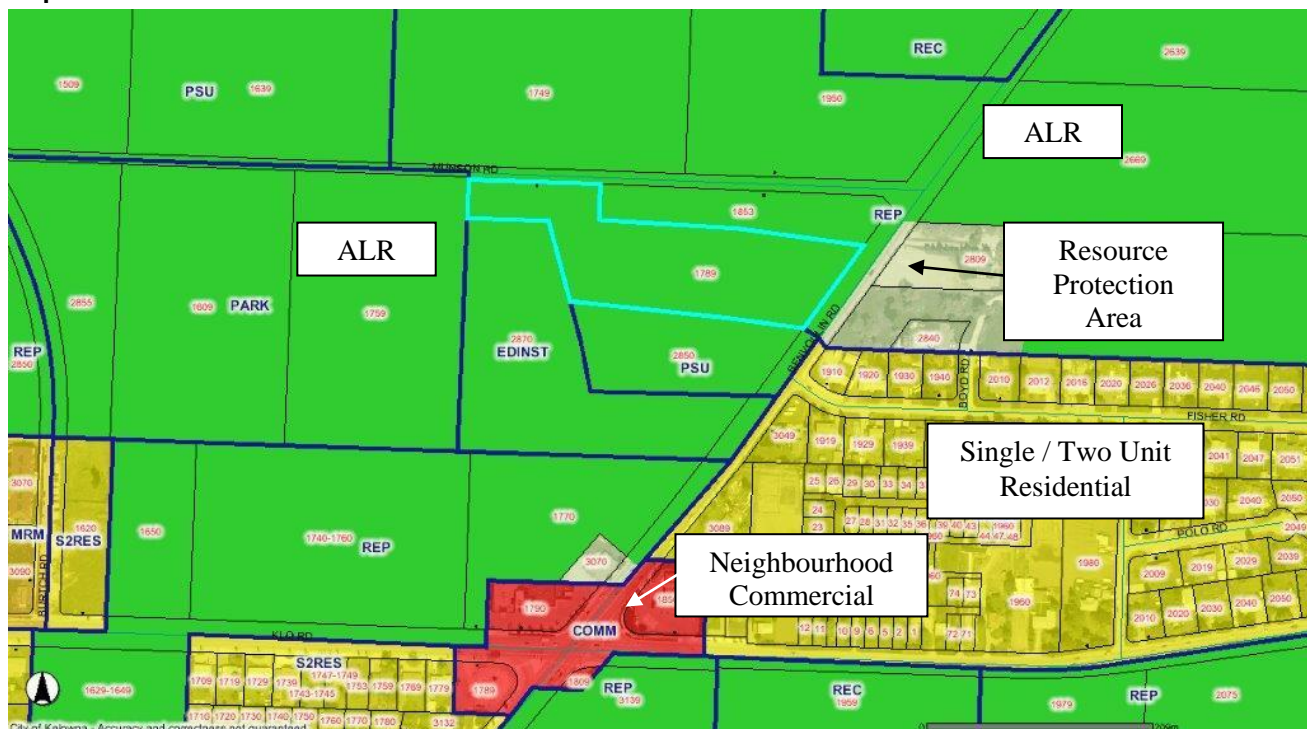
Fortis lies directly south of the property. This property has functioned as a public utility since 1969. In 2001, the utility applied to the ALC, and was granted a Non-Farm Use, in order to expand their facilities. To the west lies Munson Pond. This is owned by the City of Kelowna, for park and natural environment protection. The protection of land for biodiversity is a permitted use in the ALR. The Kelowna Christian School lies to the west and south, which received a non-farm use approval from the ALC in 1988, as previously noted.

Zoning and land uses adjacent to the property are as follows:

Table 1: Zoning and Land Use of Adjacent Property

Direction	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Agriculture / Fill Vacant
South	P4 -Utilities P2 - Education and Minor Institutional	Yes	Public Utility / School
East	A1 - Agriculture 1 / Land Use Contract	No / Yes	Agriculture / Rural Residential
West	A1 - Agriculture 1	Yes	Park / Natural Area

Map 5 - Land Use



4.4 Agricultural Land Capability

The Agricultural Land Capability of the subject property is rated at Class 4W for 70% of the property, and Class 5W for 30% of the property. The classification 'W' indicates that there is a limitation due to the occurrence of excess water during the growing period.

The improved rating for the property is 70% Class 2, and 30% Class 3WF. Class 1 - 3 is considered prime agricultural land and relatively rare in Kelowna. Class 2 has minor limitations that require good ongoing management practices or slightly restrict the range of crops. They are deep, hold moisture well and can be managed with little difficulty.

Class '3W' indicates occasional occurrence of excess water during the growing period causing minor crop damage, but no crop loss, or the occurrence of excess water during the winter months, adversely affecting perennial crops. Class '3F' includes soils with moderate nutrient holding ability, high acidity or alkalinity and/or high levels of carbonates. Fertility status does not restrict the range of crops.

4.6 Soil Capability

The soils on the property are 70% Guisachan and 30% Tanaka. These soils are common within the floodplain of Mission Creek, and often occur together, with Tanaka soils occurring in depressions. Guisachan soils are moderately coarse textured, stone free, typically 30 - 100 cm deep and overlay coarse fluvial fan deposits. The textures are silty or sandy loam. Groundwater is near the surface during the winter and recedes through the year, with the lowest during the autumn. The soils are suited to crops that are not sensitive to occasional high groundwater. These crops range from vegetable crops to hay and pasture.

Tanaka soils are moderately textured, gravel free fluvial fan deposits. The textures range from sandy loam to silty loam. They poorly drained, and have a high water holding capacity. The water table fluctuates between the surface and 1.5 metre depth. Depressions are susceptible to flooding. They are limited to agricultural uses that can tolerate high groundwater. Suitable crops include pasture and hay, turf, field crops and vegetables.

4.7 Agricultural Land Reserve Application #G - 37151

In 2006 an application to the ALC was made to exclude the subject property. Fortis BC was requesting a 6.42 acre (2.6 ha) expansion of their operation. The motions of the Agricultural Advisory Committee (AAC) and Council are included below. The resulting ALC Minutes of Resolution #28/2007 are attached.

Agricultural Advisory Committee

In 2006, the AAC passed the motion below.

THAT the Agricultural Advisory Committee NOT SUPPORT Application A06-0019 submitted by New Town Planning on behalf of FortisBC and the current property owner (Coupal) to obtain approval under Section 20(3) of the Agricultural Land Commission Act for a non-farm use within the Agricultural Land Reserve to allow for an expansion of FortisBC's operations on property located at 1789 Munson Road and legally described as Lot B, Plan 86522, Sec 17, Twp 26, ODYD because it is taking valuable farmland out of production.

Graeme James abstained.

CARRIED

City of Kelowna Council

In 2006, Council passed the motion below.

Council:

THAT further consideration of Agricultural Land Reserve Appeal No. A06-0019 (Coupal - 1789 Munson Road) be deferred pending FortisBC providing a business case to support expanding on agricultural land instead of relocating to industrial land and providing details on any plans to replace the lost agricultural land with other agricultural land in the City of Kelowna, and for City Transportation staff to advise whether they would permit a signal light at Munson Road, whether there are plans for Munson Road to connect through to Burtch Road and whether the City could compel closure of the Benvoulin Road accesses.

5.0 Current Development Policies

5.1 City of Kelowna Agriculture Plan (1998)

ALR Application Criteria⁴

Exclusion, subdivision, or non-farm use of ALR lands will generally not be supported. General non-support for ALR applications is in the interest of protecting farmland through retention of larger parcels, protection of the land base from impacts of urban encroachment, reducing land speculation and the cost of entering the farm business, and encouraging increased farm capitalization.

5.2 City of Kelowna Strategic Plan

Objective⁵: Sensitively integrate new development with heritage resources and existing urban, agricultural and rural areas.

Action towards this objective⁶: Evaluate the effectiveness of City policies and bylaws in preserving agricultural lands.

5.3 Kelowna Official Community Plan (OCP)

Land Use Designation Definitions

Resource Protection Area⁷

Generally land areas within this designation (whether they are within the permanent growth boundary or not) will not be supported for exclusion from the ALR or for more intensive development than that allowed under current zoning regulations, except in specific circumstances where the City of Kelowna will allow exceptions to satisfy civic objectives for the provision of park/recreation uses.

Permanent Growth boundary⁸

Lands outside the permanent growth boundary will not be supported for urban uses.

Chapter 5 - Development Process

Objective 5.3 Focus development to designated growth areas.

⁴ City of Kelowna Agriculture Plan. 1998. P. 130.

⁵ City of Kelowna Strategic Plan. 2004. P. 7.

⁶ City of Kelowna Strategic Plan. 2004. P. 29.

⁷ City of Kelowna 2030 Official Community Plan. Future Land Use Chapter. P. 4.2.

⁸ City of Kelowna 2030 Official Community Plan. Future Land Use Chapter. P. 4.6.

Policy .1 Permanent Growth Boundary⁹. Establish a Permanent Growth Boundary as identified on Map 4.1 and Map 5.2. Support development of property outside the Permanent Growth Boundary for more intensive uses only to the extent permitted as per the OCP Future Land Use designations in place as of initial adoption of OCP Bylaw 10500, except as per Council's specific amendment of this policy. Resource Protection Area designated properties not in the ALR and outside the Permanent Growth Boundary will not be supported for subdivision below parcel sizes of 4.0 ha (10 acres). The Permanent Growth Boundary may be reviewed as part of the next major OCP update.

Agricultural Land Use Policies

Objective 5.33 Protect and enhance local agriculture¹⁰.

Policy .1 Protect Agricultural Land. Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development, except as otherwise noted in the City of Kelowna Agricultural Plan. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.

Policy .2 ALR Exclusions. The City of Kelowna will not forward ALR exclusion applications to the ALC except in extraordinary circumstances where such exclusion is otherwise consistent with the goals, objectives and other policies of this OCP. Soil capability alone should not be used as justification for exclusion.

Policy .3 Urban Uses. Direct urban uses to lands within the urban portion of the Permanent Growth Boundary, in the interest of reducing development and speculative pressure on agricultural lands.

5.4 Agricultural Land Commission Act (ALCA)

Purposes of the commission - Section 6 of the ALCA

The following are the purposes of the commission:

- (a) to preserve agricultural land;
- (b) to encourage farming on agricultural land in collaboration with other communities of interest;
- (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

⁹ City of Kelowna 2030 Official Community Plan. Development Process Chapter. P. 5.2.

¹⁰ City of Kelowna 2030 Official Community Plan: Agricultural Land Use Policies Chapter. P. 5.35.

6.0 Technical Comments

6.1 Development Engineering Department

Development Engineering has no comments at this point in time with regard to this application, however, a comprehensive report will be provided at the time of development application submission when the Agricultural Land Commission agrees to the proposed activity on the subject property.

7.0 Application Chronology

Dates of Newspaper Notification: July 6 and July 17, 2015

Date of Application Received: August 27, 2015

Agricultural Advisory Committee October 8, 2015

AAC/Applicant Discussion:

- Applicant was asked why they would not sell it as farm land. The applicant had been advised by ALC staff to make an exclusion application, and they see it in as a better land use to harmonize the land uses in this area.
- AAC Interior Health member advised that it was important to consider preserving land for the future, with consideration to climate change and focus on food production.
- AAC suggested that the City work with the Kelowna Christian School and Fortis to ensure the buffers are still in place and functioning.
- AAC suggested that the Kelowna Christian School be approached to coordinate recess and outside activity times with spraying schedules.

Moved By Jeff Ricketts/Seconded By Tarsem Goraya

THAT the Agricultural Advisory Committee recommends that Council NOT support an application to the Agricultural Land Commission under Section 30(1) of the *Agricultural Land Commission Act* for an "exclusion" from the Agricultural Land Reserve on the subject property at 1789 Munson Road.

Carried

ANECTODOTAL COMMENT:

The Agricultural Advisory Committee expressed empathy for what the Applicant is going through due to previous decisions made to encroach on ALR land that has affected their personal life and caused hardship. Encouraged Council to look at operations going on around this property and to ensure they can find bylaw regulations to look at ways that such properties can be supported and encouraged to have food production.

8.0 Alternate Recommendation

THAT Agricultural Land Reserve Appeal No. A15-0009 for Parcel B on *Plan B6522 Amended Lot 7 DL 130 ODYD Plan 415 except Plans 18843 and KAP64190*, located at 1789 Munson Road, Kelowna BC, for an exclusion of agricultural land in the Agricultural Land Reserve, pursuant to Section 30(1) of the Agricultural Land Commission Act, be supported by Council; subject to the issuance of a Farm Protection Development Permit, and that the conditions of the Community Planning Department and the Development Engineering Department, including but not limited to access, be satisfied;

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

Report prepared by:

Melanie Steppuhn, Land Use Planner

Reviewed by:

☐

Todd Cashin, Subdivision, Suburban and Rural Planning Manager

Reviewed by

Approved for Inclusion:

☐

Ryan Smith, Community Planning Department Manager

Approved for Inclusion:

☐

Doug Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:

Photos

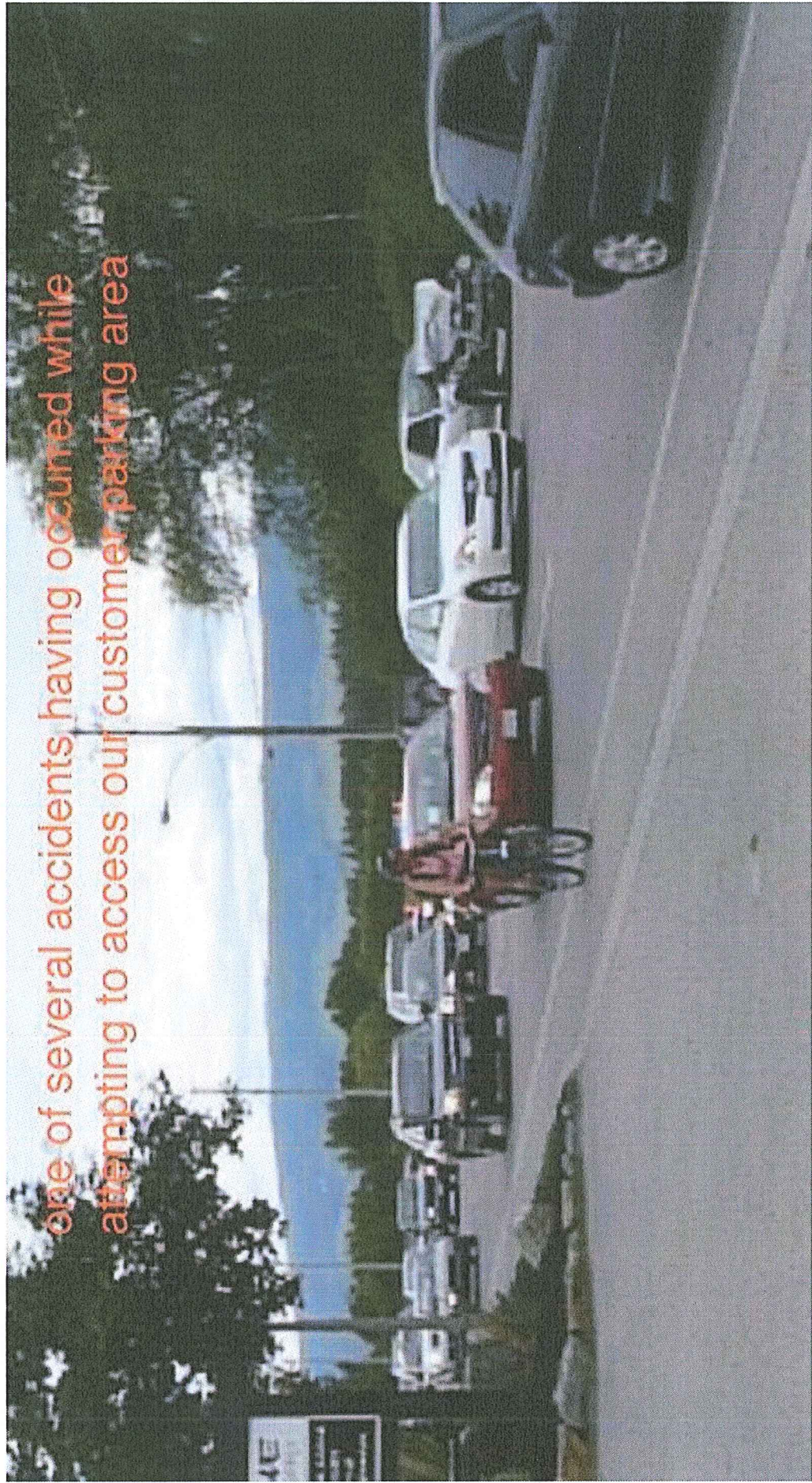
Subject Property Map

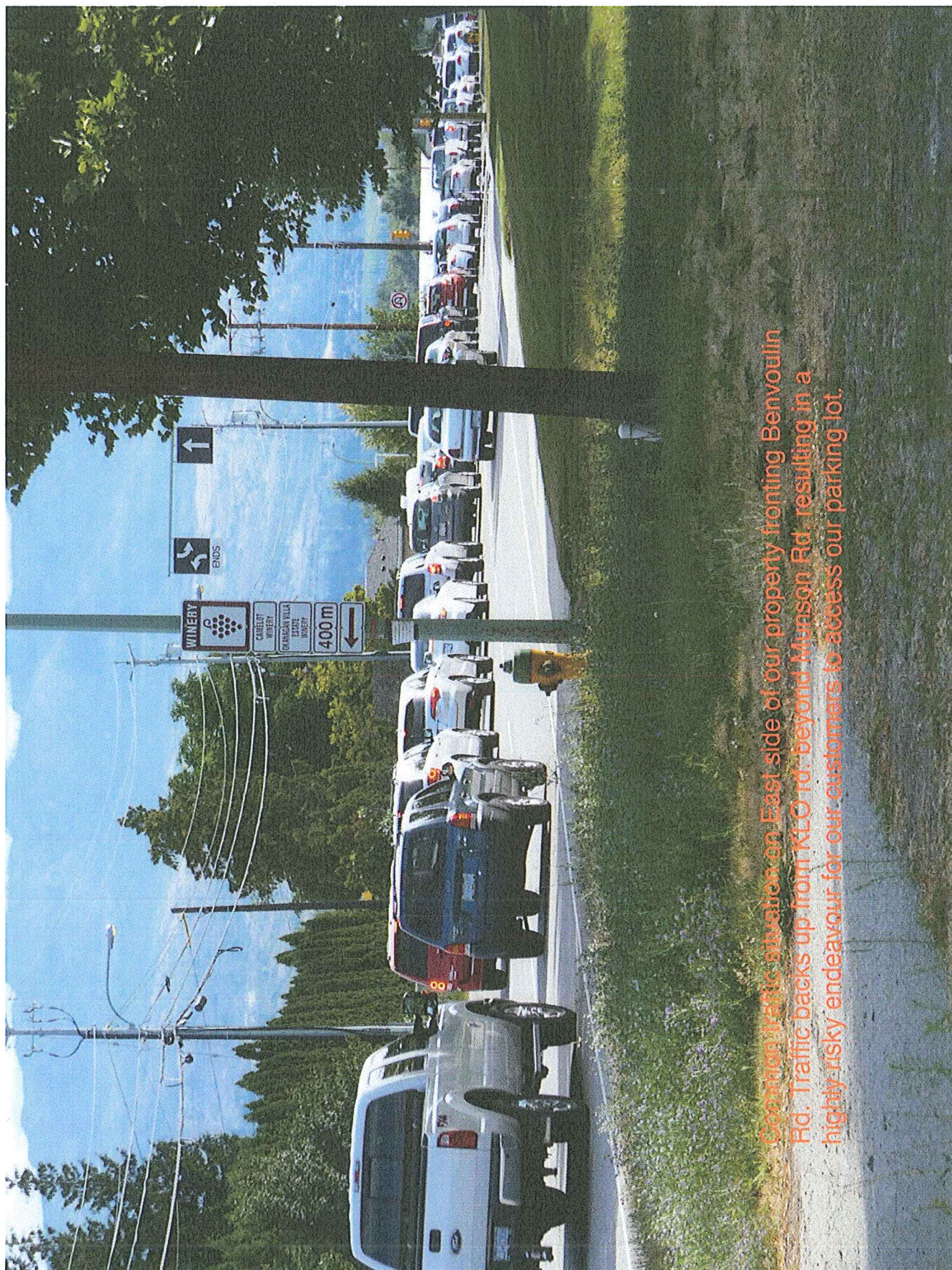
ALC Resolution #28/2007 (March, 2007)

Soils and Agricultural Capability Maps

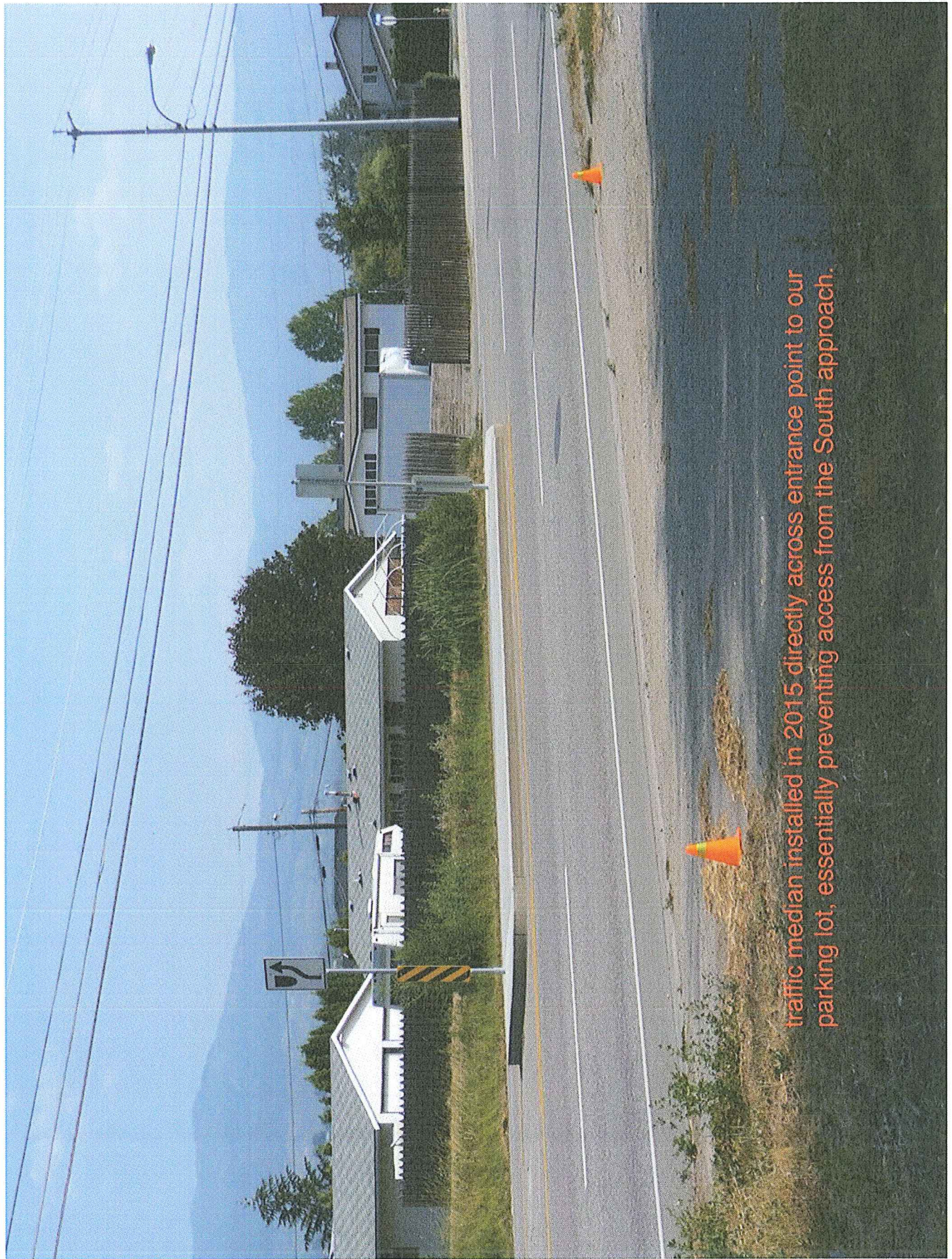
Soils and Agricultural Capability Legends

Applicant ALC Act Application for Exclusion - Supplementary Information





Common traffic situation on East side of our property fronting Benvoulin Rd. Traffic backs up from KLO rd. beyond Munson Rd. resulting in a highly risky endeavour for our customers to access our parking lot.



traffic median installed in 2015 directly across entrance point to our parking lot, essentially preventing access from the South approach.



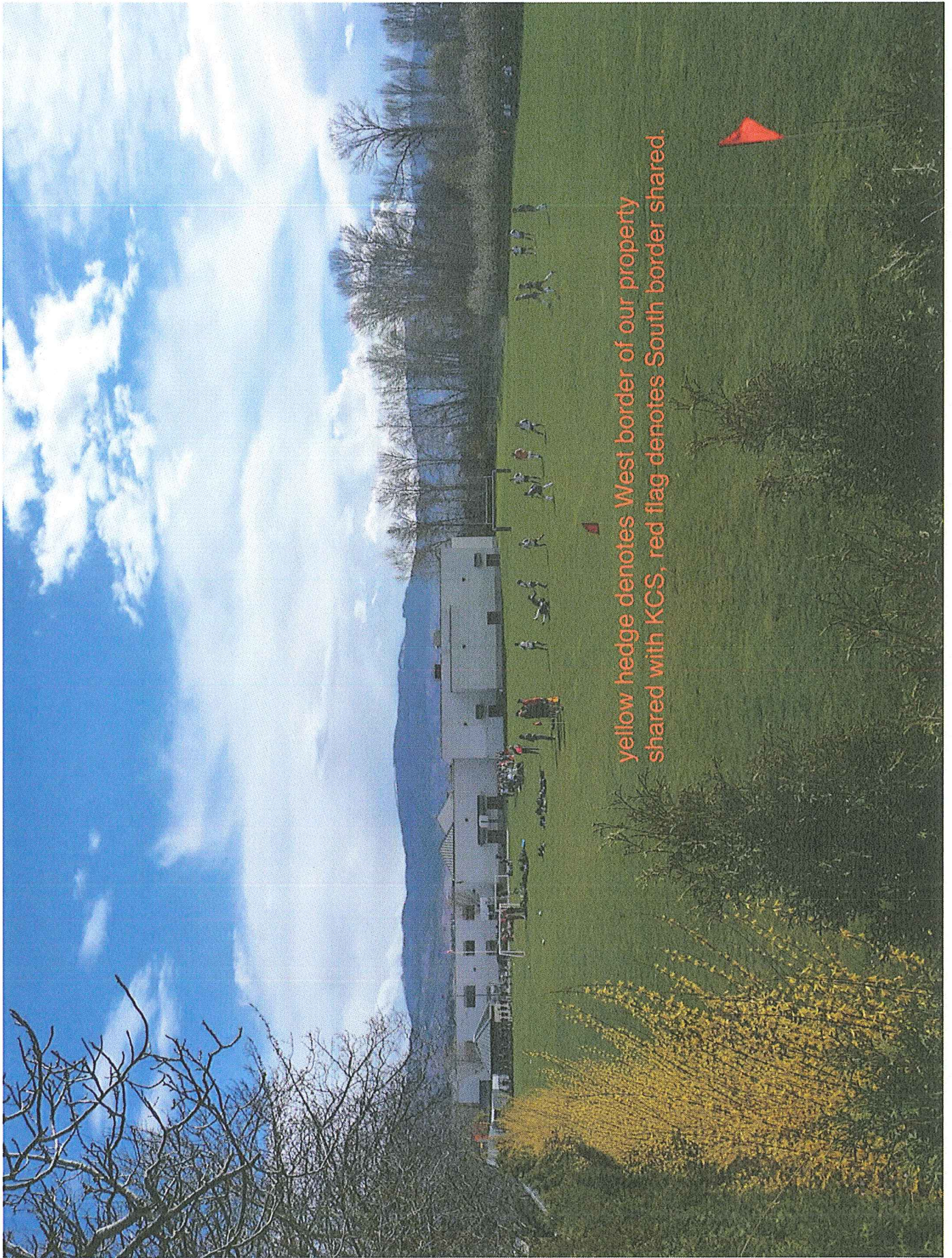


Fortis shares a common border with our property on the South side.

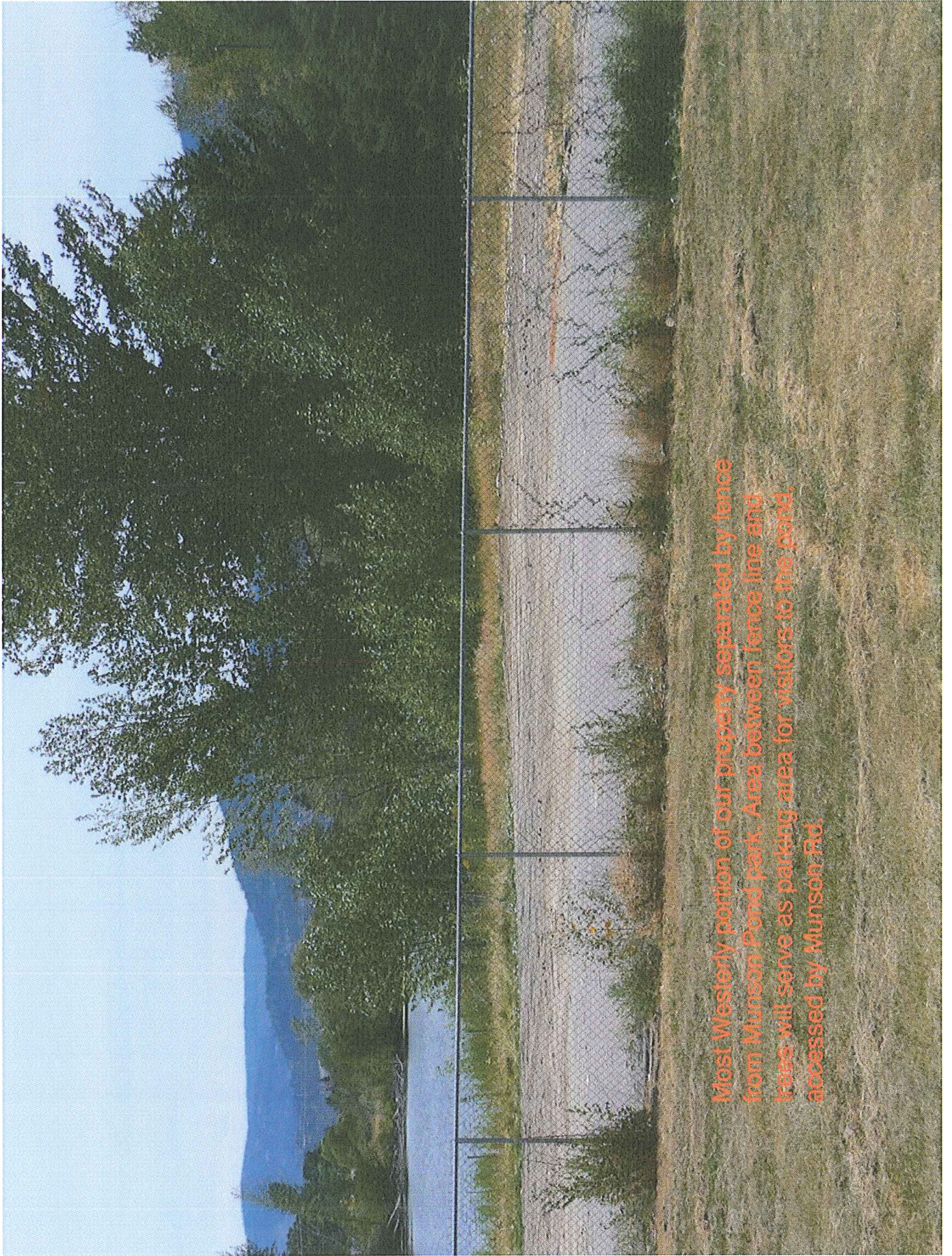
- Good corporate neighbour, however due to the nature of the operation, generates daily high level noise from
- > large diesel engines, back up alarms, crane activity,
- t maintenance shop noise and from other sources.



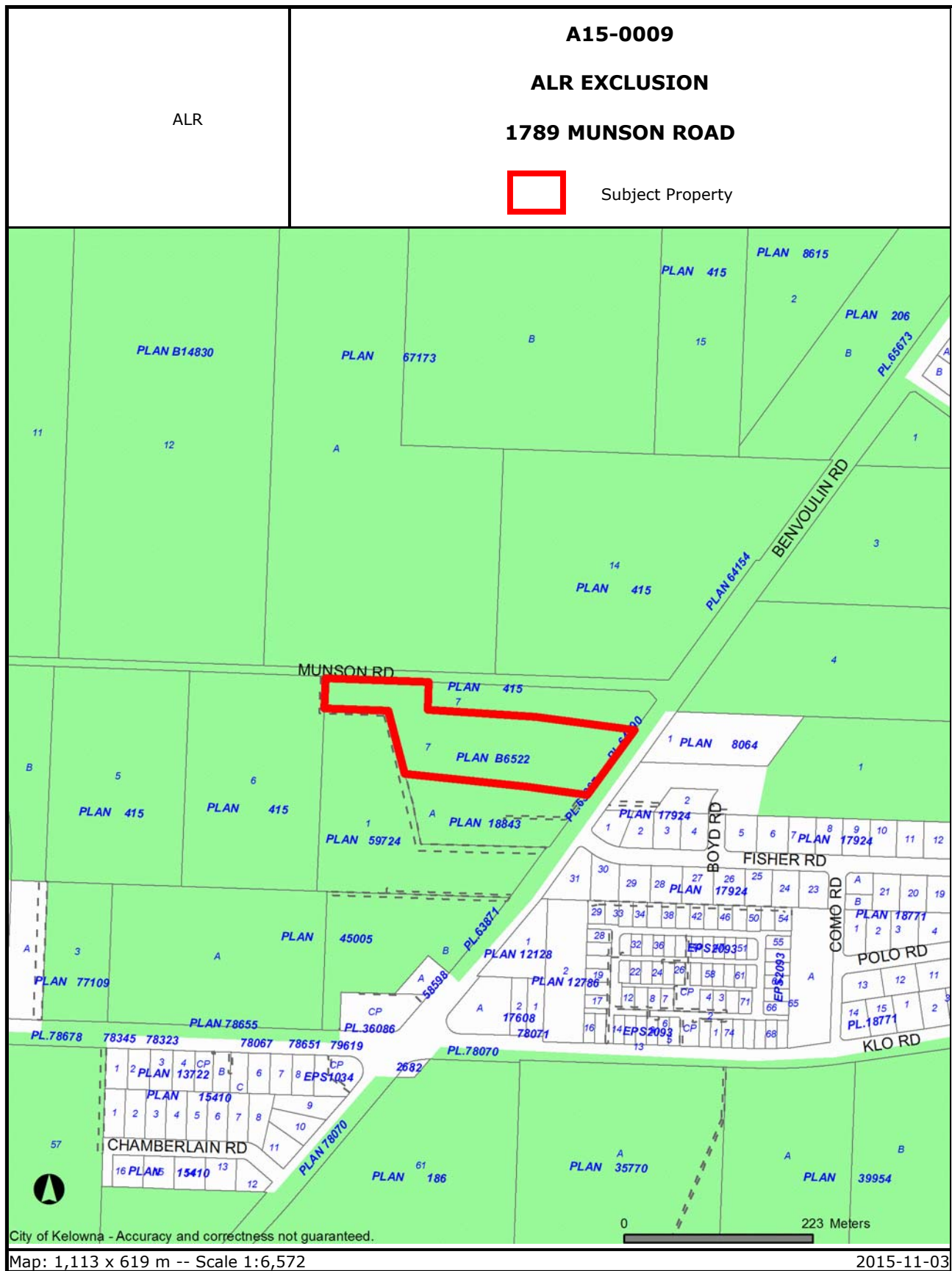
fence line separating their playing fields from our cropping field on the West side of our property.



yellow hedge denotes West border of our property
shared with KCS, red flag denotes South border shared.



Most Westerly portion of our property separated by fence from Munson Pond park. Area between fence line and trees will serve as parking area for visitors to the pond, accessed by Munson Rd.



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604-660-7000
Fax: 604-660-7033
www.alc.gov.bc.ca

March 14, 2007

Reply to the attention of Brandy Ridout
ALC File: #G - 37151

Keith Funk
New Town Planning Services
1450 Pandosy Street
Kelowna, BC V1Y 1P3

Dear Sir:

Re: Application to use ALR land for non farm purposes

Please find attached the Minutes of Resolution # 28/2007 outlining the Commission's decision as it relates to the above noted application. As agent, it is your responsibility to notify your client(s) accordingly.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per:

Erik Karlsen, Chair

cc: City of Kelowna (#A06-0019)

Gabriel and Linda Coupal, 1789 Munson Road, Kelowna, BC V1W 2G8

Enclosure: Minutes

MC/lv
37151d1



MINUTES OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

A meeting was held by the Provincial Agricultural Land Commission on February 14, 2007 in Penticton, B.C.

PRESENT:	Sue Irvine	Chair, Okanagan Panel
	Sharon McCoubrey	Commissioner
	Sid Sidhu	Commissioner
	Jennifer Carson	Staff
	Martin Collins	Staff

For Consideration

Application: # G - 37151
Applicant: Gabriel and Linda Coupal
Agent: New Town Planning Services
Proposal: To expand FortisBC's operations onto the 2.6 ha adjoining property.
FortisBC's use of the existing 1.2 ha property predates the ALR.
Legal: PID: 012-403-717
Lot 7, Parcel B on Plan B6522, District Lot 130, Osoyoos Division
of Yale District, Plan 415, EXCEPT Plans 18843 and KAP64190;
Location: 1789 Munson Road, Kelowna

Site Inspection

A site inspection was conducted on Tuesday, February 13, 2006. Those in attendance were:

- | | |
|--------------------|----------------------------|
| • Sue Irvine | Chair, Okanagan Panel |
| • Sharon McCoubrey | Commissioner |
| • Sid Sidhu | Commissioner |
| • Jennifer Carson | Staff |
| • Martin Collins | Staff |
| • Linda Douglas | Fortis Facilities Manager |
| • Al Clarke | FortisBC |
| • Keith Funk | New Town Planning Services |

Linda Douglas/Keith Funk confirmed that the staff report dated January 22, 2007 was received and no errors were identified.

The Commission viewed the property, noting that it was cultivated in strawberries, and had very few limitations for agricultural development. The Commission was reminded that the FortisBC (previously West Kootenay Power and Light) use of the adjoining 1.2 ha property predated the ALR, and had been approved for more intensive uses in 2001 by the Commission. FortisBC is requesting the 2.6 ha expansion to improve operational and maintenance efficiencies, and avoid the need to purchase and relocate elsewhere in the city. It was also pointed out that the development offered the ancillary advantage of improving access and safety between Benvoulin Rd and the adjoining school (so that it could use Munson Rd rather than directly access Benvoulin Rd.). The applicant also suggested that it was also possible to design the expansion so that the land to be reclaimed for agricultural uses should the proposed storage use cease.

Context

The proposal was weighed against the purposes of the Commission as stipulated in section 6 of the *Agricultural Land Commission Act* (the "Act"). They are:

1. to preserve agricultural land
2. to encourage farming on agricultural land in collaboration with other communities of interest, and
3. to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

Discussion

Assessment of Agricultural Capability and Suitability

The Commission confirmed that the land had very good capability for agriculture and that no external factors such as encroaching non-farm development made the land unsuitable for agriculture.

Assessment of Impact on Agriculture

The Commission also assessed the impact of the proposal against the long term goal of preserving agricultural land. The Commission was very concerned about the potential impact of converting 2.6 ha of productive land to a light industrial use. The Commission did not believe it likely that this high capability agricultural land would ever be returned to agricultural production, and that in the future, should FortisBC come up against the constraints of the expanded site (deemed inevitable as Kelowna grows) that additional ALR land would be requested. The Commission was also very concerned about the potential for expanded non farm uses to increase non farm pressures on Benvoulin Rd., which is a very busy arterial, and has a significant amount of pre-ALR non farm development.

The Commission considered the impact of FortisBC being forced to move to another location should the application not be approved. The Commission was advised during the site discussion that the land costs of another larger, non ALR site are significant, and that the utility was uncertain whether the B.C. Utilities Commission would allow an increase in electricity rates to finance such an expansion.

The Commission was not convinced that FortisBC did not have (or could not access) the resources necessary to re-locate a central maintenance operations centre outside the ALR, or that it would be debilitating to the company to continue operating with several maintenance and storage facilities scattered throughout Kelowna. The Commission concurred with the City of Kelowna staff recommendation that it might be appropriate for FortisBC to relocate given its present constraints in this ALR area.

Conclusions

1. That the land under application has very good agricultural capability and is appropriately designated as ALR.
2. That the land under application is suitable for agricultural use.
3. That the proposal will negatively impact agriculture.
4. That the proposal is inconsistent with the objective of the *Agricultural Land Commission Act* to preserve agricultural land.

IT WAS

MOVED BY: Commissioner Sid Sidhu

SECONDED BY: Commissioner Sue Irvine

THAT the application to use 2.6 ha for light industrial uses be refused.

CARRIED

Resolution # 28/2007



Staff Report
Application # G – 37151
Applicant: Gabriel and Linda Coupal
Agent: New Town Planning Services
Location: Kelowna

DATE RECEIVED: January 5, 2007

DATE PREPARED: January 22, 2007

TO: Chair and Commissioners – Okanagan Panel

FROM: Brandy Ridout, Land Use Planner

PROPOSAL: To expand Fortis BC's operations onto the 2.6 ha subject property to accommodate materials storage (poles/transformers) and parking.

This application is made pursuant to section 20(3) of the *Agricultural Land Commission Act*.

BACKGROUND INFORMATION:

The non-farm use of the 1.2 ha adjoining property predates the ALR (1969). In 2001, under application #G-33943 the Commission allowed the expansion of the facility with conditions.

In 2006, because of congestion concerns associated with the limited Benvoulin yard space, Fortis BC leased additional properties to facilitate materials handling and storage. These sites are not located in the immediate vicinity of the Operations Centre and are only available on a short-term basis. Fortis is requesting the expansion onto the 2.6 ha property as it would eliminate the multiple storage sites, improve operational efficiencies and reduce costs. It is projected that the proposed expansion would meet the needs of Fortis for at least 15 years.

Local Government:

City of Kelowna

Legal Description of Property:

PID: 012-403-717

Lot 7, Parcel B on Plan B6522, District Lot 130, Osoyoos Division Yale District, Plan 415, EXCEPT Plans 18843 and KAP64190

Purchase Date:

1971

...2

BACKGROUND INFORMATION (continued):

Location of Property:

1789 Munson Road, Kelowna

Size of Property:

2.6 ha (The entire property is in the ALR).

Present use of the Property:

Residence, u-pick strawberry farm with gravel parking area and sales outlet, workshop, tool sheds, cabin used for storage.

Surrounding Land Uses:

WEST: Kelowna Christian School; forested land
SOUTH: Fortis BC Operations Centre on 1.2 ha
EAST: Benvoulin Road, non ALR rural residences beyond
NORTH: 0.8 ha rural residential property, Munson Road

Agricultural Capability:

Data Source: Agricultural Capability Map # 82E.083
The majority of the property is identified as having prime dominant ratings.

Official Community Plan and Designation:

OCP: Kelowna 2020
Designation: Rural/Agriculture

Zoning Bylaw and Designation:

Zoning: Bylaw No. 8000
Designation: A1 - Agriculture 1, Minimum Lot Size: 2.0 ha

PREVIOUS APPLICATIONS:

Application #14167-0

Applicant: D. Coupal
Decision Date: May 27, 1982
Proposal: To develop a golf driving range on the property.
Decision: Refused on the grounds it was incompatible with the high agricultural capability of the property.

RELEVANT APPLICATIONS:

Application #33943-0
Applicant: West Kootenay Power Ltd
Decision Date: September 25, 2001
Proposal: To legalize the existing operations facility use of the property, construct a new building (increasing its size by 2,300 square feet), and reconfigure the yard to improve circulation.
Decision: Allowed subject to buffering and mitigation on adjoining strawberry field to the north.

...3

LOCAL GOVERNMENT RECOMMENDATIONS/COMMENTS:

City of Kelowna Council: Forwarded the application with a recommendation of support

City of Kelowna Agricultural Advisory Committee: Did not support the proposal because it would take valuable farmland out of production.

City of Kelowna Planning & Corporate Services Department: Did not support the proposal (see attached report).

STAFF COMMENTS:

- Expansion of the facility would permanently alienate 2.6 ha of prime capability agricultural land.
- Approval of the application would be inconsistent with the Commission's mandate to preserve agricultural land and with its previous decision to mitigate the impact of the use of the Fortis facility on the agricultural use of the subject property.
- Use of the land for industrial purposes would raise expectations of land use change along Benvoulin Road to the detriment of the remaining ALR lands adjacent to Benvoulin Road.
- The proposal is inconsistent with longstanding Kelowna staff recommendations that the facility be relocated to an industrial area, and the recommendation of the City of Kelowna's Agricultural Advisory Committee.

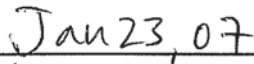
ATTACHMENTS:

- ALR Base Map (1:50,000)
- ALR Constituent Map (1:10,000)
- Applicant's sketch map showing existing site and proposed expansion area
- New Town Planning Services letter and page 62-65 of 2006 Capital Expenditure Plan
- City of Kelowna Planning & Corporate Services Department report
- Air photo

END OF REPORT

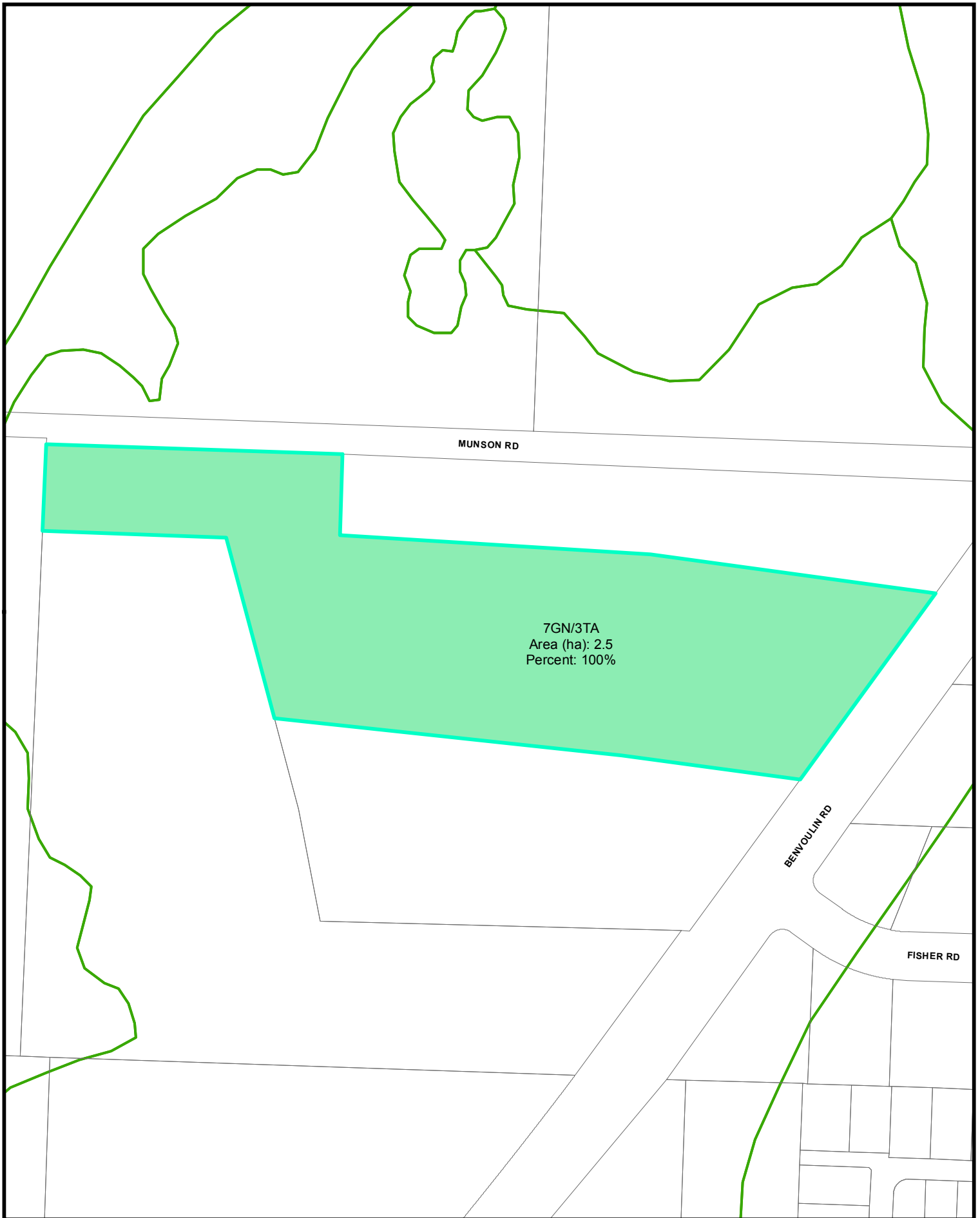


Signature

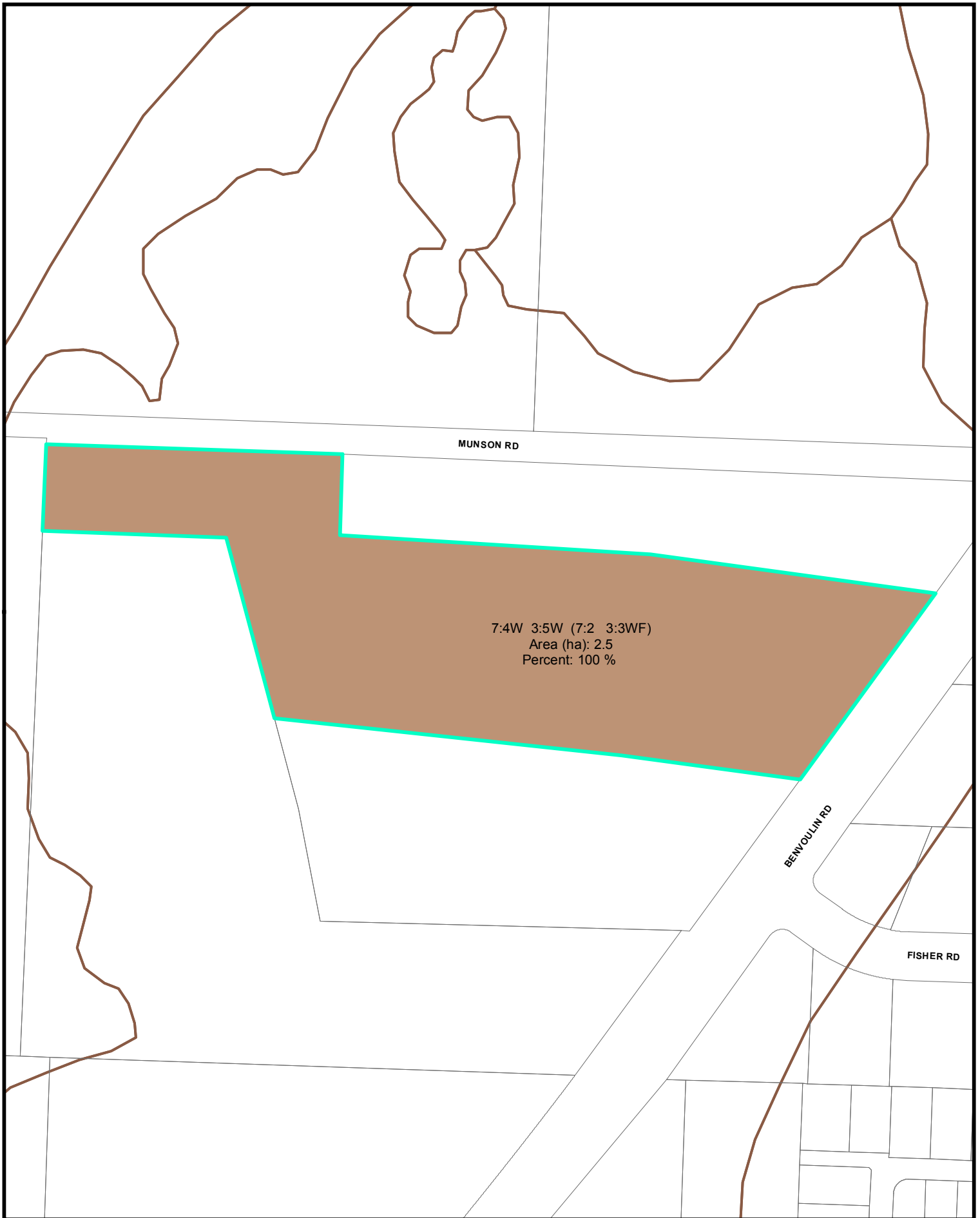


Date

Land Capability = Brown/ Soil Class = Green



Land Capability = Brown/ Soil Class = Green



Soil Classification

The soil classification for the subject property is as defined below.

Portion of Site / %	Soil Type	Description
70% GN	Guisachan	<u>Land</u> : nearly level to gently sloping fluvial deposits. <u>Texture</u> : 30 - 100 cm depth of medium textured, stone free veneer, which overlies gravelly fluvial fan and deltaic deposits. <u>Drainage</u> : poorly drained, moderately pervious, and have high water storage capacity. Groundwater is near the surface during winter and spring and recedes by autumn. <u>Classification</u> : Orthic Humic Gleysols.
30% TA	Tanaka	<u>Land</u> : nearly level to gently sloping fluvial deposits. <u>Texture</u> : sandy loam to silt loam, with subsoil textures that are sandy loam or gravelly sandy loam. <u>Drainage</u> : poorly drained, moderately pervious, and have high water storage capacity. Groundwater fluctuates between the surface and 1.5 metre depth. Depressions are subject to flooding. <u>Classification</u> : Rego Humic Gleysols.

BCLI Land Capability - Legend

1	Land in this Class has no or only very slight limitations that restrict its use for the production of common agricultural crops. Land in Class 1 is level or nearly level. The soils are deep, well to imperfectly drained under natural conditions, or have good artificial water table control, and hold moisture well. They can be managed and cropped without difficulty. Productivity is easily maintained for a wide range of field crops.
2	Land in this Class has minor limitations that require good ongoing management practices or slightly restrict the range of crops, or both. Land in Class 2 has limitations which constitute a continuous minor management problem or may cause lower crop yields compared to Class 1 land but which do not pose a threat of crop loss under good management. The soils in Class 2 are deep, hold moisture well and can be managed and cropped with little difficulty.
3	Land in this Class has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both. The limitations are more severe than for Class 2 land and management practices are more difficult to apply and maintain. The limitations may restrict the choice of suitable crops or affect one or more of the following practices: timing and ease of tillage, planting and harvesting, and methods of soil conservation.
4	Land in this Class has limitations that require special management practices or severely restrict the range of crops, or both. Land in Class 4 has limitations which make it suitable for only a few crops, or the yield for a wide range of crops is low, or the risk of crop failure is high, or soil conditions are such that special development and management practices are required. The limitations may seriously affect one or more of the following practices: timing and ease of tillage, planting and harvesting, and methods of soil conservation.
5	Land in this Class has limitations which restricts its capability to producing perennial forage crops or other specially adapted crops. Land in Class 5 is generally limited to the production of perennial forage crops or other specially adapted crops. Productivity of these suited crops may be high. Class 5 lands can be cultivated and some may be used for cultivated field crops provided unusually intensive management is employed and/or the crop is particularly adapted to the conditions peculiar to these lands. Cultivated field crops may be grown on some Class 5 land where adverse climate is the main limitation, but crop failure can be expected under average conditions.
6	Land in this Class is non-arable but capable of producing native and/or uncultivated perennial forage crops. Land in Class 6 provides sustained natural grazing for domestic livestock and is not arable in its present condition. Land is placed in this class because of severe climate, or the terrain is unsuitable for cultivation or use of farm machinery, or the soils do not respond to intensive improvement practices. Some unimproved Class 6 land s can be improved by draining, diking and/or irrigation.
7	Land in this Class has no capability for arable agriculture or sustained natural grazing. All classified areas not included in Classes 1 to 6 inclusive are placed in this class. Class 7 land may have limitations equivalent to Class 6 land but does not provide natural sustained grazing for domestic livestock due to unsuited natural vegetation. Also included are rock land, other non-soil areas, and small water bodies not shown on the maps. Some unimproved Class 7 land can be improved by draining, diking, irrigation, and/or levelling.

Portion of Site	Land Capability Rating, Unimproved	Land Capability Rating, With Improvements
All	<p>70% Class 4W with are lands that require special management practices. The 'W' class indicates the occurrence of excess water during the growing period.</p> <p>Improvements are typically ditching to manage excess water.</p> <p>30% Class 5W with are lands that require perennial forage crops or other specially adapted crops. The 'W' class indicates the occurrence of excess water during the growing period.</p> <p>Improvements are typically ditching to manage excess water.</p>	<p>70% Class 2 have minor limitations that require good ongoing management practices. The soils in Class 2 are deep, hold moisture well and can be managed and cropped with little difficulty.</p> <p>30% Class 3WF are lands that require moderately intensive management practices.</p> <p>The 'W' class indicates occasional occurrence of excess water during the growing period causing minor crop damage, but no crop loss, or the occurrence of excess water during the winter months adversely affecting perennial crops.</p> <p>Improvements are typically ditching to manage excess water.</p> <p>The 'F' classification includes soils with moderate nutrient holding ability, high acidity or alkalinity and/or high levels of carbonates. Fertility status does not restrict the range of crops.</p> <p>Moderate, ongoing additions of fertilizer and/or other soil amendments are required to maintain productivity for a wide range of crops.</p>

Gabe and Linda Coupal
1789 Munson Rd.
Kelowna, B.C. V1W 2G8
e-mail: gabecoupal@gmail.com

July 22, 2015

City of Kelowna
Subdivision, Agriculture & Environment
1435 Water St.
Kelowna, B.C. V1Y 1J4
(ATTENTION: Todd Cashin)

APPLICATION FOR ALR EXCLUSION

Introduction

The following application for ALR exclusion pertains to the acreage identified by the civic address, 1789 Munson Rd., Kelowna, B.C. It is located along the Benvoulin Rd. corridor, between Munson Rd. and KLO Rd. It consists of 6.5 acres, of which approximately only 3.5 acres have been commercially cropped, since 1972. Parking, buildings and wasteland make up the balance of this acreage. In recent years, the land has been cultivated in strawberries.

This property was purchased in 1971 by my parents and is currently owned by myself, Gabe Coupal, and my wife, Linda Coupal. It is the only owner-operated farm along the Benvoulin Rd. corridor, between Munson Rd. and KLO Rd. We have farmed this site for over 40 years and throughout that time, have witnessed many changes within our immediate neighbourhood.

Our Concerns

During the past 5 years, we have presented our concerns regarding those changes to members of Kelowna's City Hall and the Agricultural Land Commission. We have done so because, incrementally, over several years, various decisions made at both the municipal and provincial levels have changed the composition of the area surrounding us and this has led to significant farming challenges. Please find enclosed an example (April 22, 2010) of the various documents/ conversations we have shared with them. This document presents a history and provides detailed descriptions of some of the negative external factors we have experienced, including heavy traffic and safety issues along the Benvoulin Rd. corridor, the consequences of incompatible non-farm use on surrounding lands and several other challenges. We ask that, *before* continuing to read this application, you take the time to review the enclosed document, in order to fully understand our concerns. To be frank, we now feel as if we are farming amidst the dynamics of "downtown" Kelowna.

Farming Challenges vs Land Potential

Past communication with the Agricultural Land Commission (Marty Collins: June 4, 2014) has indicated the Commission acknowledges that the farming challenges we have discussed can limit agricultural potential and activity. However, the Commission also suggests that these challenges may not eliminate our land's agricultural potential.

If concern for a land's agricultural potential is of significance, then we ask: Why was non-farm use approval given for the expansion of the Fortis Operations Centre and the construction of the Kelowna Christian School? To elaborate further: There are 3 properties, side by side. Ours, the Fortis property and the Kelowna Christian School property. *All three properties were former grazing pastures because of their inferior soil conditions, in comparison to superior fertility levels on sites nearby.* Neither the Fortis nor the Christian School properties were ever developed to demonstrate their full agricultural potential, but rather, left mainly in pasture. They are now in non-farm use. Conversely, over the past 40 years, we *have* attempted to maximize our land's potential. Unfortunately, in doing so, we have had to face not only the typical farming challenges that Mother Nature presents, but, in addition, those *ongoing*, negative external factors brought on by the development and changes that have occurred, immediately surrounding us. The long-term result of this difficult situation is that we feel "boxed in" and that the challenges have become excessive.

Clearly, in considering whether farming challenges may or may not eliminate a land's agricultural potential, one thing is clear: Land, on its own cannot farm or grow quality crops. That requires the work and dedication of a skilled farmer. And farmers, like everyone else, should only be required to work under reasonable conditions.

Furthermore, we also understand that these challenges are not going to go away - not for us or for any other farmer, in the future. Looking beyond the Munson Rd. and KLO Rd. boundary, one can find other small acreages, but for the most part, they are situated within larger, solid blocks of agricultural lands that are involved in a variety of farming activities, thus not being "squeezed out" as we are.

A final note in discussing land potential: *As those who have worked our property for 40 years*, we state the following (also found in enclosed document, April 22, 2010): Our 6.5 acre parcel has several soil types, ranging from stony to light sandy, to excessively heavy, wet soil within zones of moderate fertility. These various soil types were deposited in a meandering fashion, running diagonally through the field by creeks and streams that flowed through the area, at peak run-off season, prior to the diking of Mission Creek. These variations in soil consistency make farming our land a serious challenge, and consistency of crop quality throughout the field, an impossibility.

Negative Impacts of ALR Exclusion

Moving forward, we would like to explain why we believe that an ALR exclusion of our property would have a negligible impact on any agricultural activity *immediately surrounding* us. Kelowna City Council and the Agricultural Land Commission have already given non-farm use approval for the Kelowna Christian School (1997) and the expanded Fortis Operations Centre (2001). Most recently (2015), approval was given (biodiversity application) for the Munson Pond Park. The 4th property bordering our farm is currently being used by Unique Pools and Landscaping, with some cedars growing towards the back of the property. It is important to note that this small acreage consists of only 2.5 acres. Furthermore, we ask that you take a drive down Munson Rd. and look at the property directly across from our driveway. Then, you will understand why an ALR exclusion of our property would have a negligible (if any) impact on the activities over there.

Future of Farming In Our Immediate Area

We would also like to discuss another important aspect of this application for exclusion: *the future of farming on agricultural lands fronting the Benvoulin Rd. corridor, between Munson Rd. and KLO Rd.*

Clearly, the large urban growth and other developments that have occurred within the Kelowna area during the past 40 years have presented challenges for the decision makers. However, we do wonder where, in their long term vision, was the significance of future farming on the above mentioned lands? Where was the concern for the impact that the increase in traffic would bring (in an already badly-congested KLO Rd. - Benvoulin Rd. intersection area) when allowing for the expansion of the Fortis Operations Centre, construction of the Kelowna Christian School and Williams Plaza (housing a daycare/preschool, automotive repair centre, fast food outlets and more)? Further to that, the impact from an increase in the speed limit and most recently, the addition of 2 traffic medians (on Benvoulin Rd., near Munson Rd), one of which is directly across from the access to our customer parking lot. *These traffic and safety issues are of particular concern to us because of the short distance between the location of our property and the KLO Rd. - Benvoulin Rd. intersection.*

Furthermore, whatever the *needs and justifications* may have been, we believe the approval for the construction of the Kelowna Christian School, the expansion of the Fortis Operations Centre and the development of the nearby Munson Pond Park have sent a clear signal: *farming is not the top priority on agricultural lands, in our immediate neighbourhood.*

We would also point out that some of the *effects* of those approvals include significant fragmentation and land use conflicts for us, the farmers, and our neighbours. For example, sharing a common border with the Kelowna Christian School playing fields presents challenges for crop management scheduling, such as timely spray applications. Secondly, it is not uncommon for large diesel trucks, located on the Fortis site, and backed up against our property

line, to be left idling. When harvesting, there are clients who do not want to pick berries close to the Fortis property.

Further to the discussion of land use conflicts, we have been observing a variety of questionable farm use applications along Munson Rd. for several years and records will show that we have communicated these concerns to Kelowna City Hall and the Agricultural Land Commission. Some of these practices have ceased while new ones have emerged. *That such questionable farm use applications continue indicates, in our view, that the importance of future farming within our immediate area, is also questionable.* As a case in point, Unique Pools and Landscaping (previously mentioned, and located at the corner of Munson Rd. and Benvoulin Rd.) is adjacent to our field. The materials excavated for pool site preparation are hauled to and screened at this location, resulting in a considerable level of noise and dust generated, creating an unpleasant atmosphere for our strawberry pickers and ourselves, when working in the field.

In conclusion, we would like to mention that, when, in the past, we have informally presented our farming challenges to the decision makers, with the suggestion that our land be considered for ALR exclusion, we have received some verbal responses that show concern for the "domino" effect, the "tip of the iceberg" scenario and the OCP regulations. There was even a suggestion that if we were unhappy, we could always "sell it." Such comments are easily made but do not take on the responsibility of dealing with the *consequences* of past decisions. Rather, such responses perpetuate the responsibility on the shoulders of the farmer - *the person not responsible for making those decisions.*

If future farming within the previously discussed block of agricultural lands is not the top priority (and past approvals, ongoing, questionable farm use practices and non-farm use conflicts indicate this) - then, *so be it.* In our view, it has been demonstrated that greater community needs such as a private school, a private utility company and a green space have priority over farming. However, we believe it is time for those who are in the position to make change, to *acknowledge* that the resulting farming challenges and neighbourhood disharmony need to stop. It is time to consider our needs, just as you have, in the past, considered the needs of our neighbours. We ask that you reconsider the zoning of our property and allow our land to have ALR exclusion. That will take the responsibility of dealing with *chronic* farming challenges off of the farmer's shoulders and bring an improved measure of harmony to the area.

Thank you for your consideration.



Gabe Coupal



Linda Coupal

Gabe and Linda Coupal

1789 Munson Road

Kelowna, B.C. V1W 2G8

e-mail: gabecoupal@shaw.ca

ALC FILE #: G-37151

April 22, 2010

* N.B. current e-mail
gabecoupal@gmail.com

Provincial Agricultural Land Commission

133 – 4940 Canada Way

Burnaby, B.C. V5G 4K6

Attention: Colin Fry (Executive Director) and Martin Collins (Regional Planner)

Thank you for your thoughts and time during our recent phone conversations. Please find enclosed copies of information discussed with Danielle Noble, Birte Decloux and Gary Stephen (City of Kelowna's Land Use Management) on Wednesday, April 21, 2010. Copies have also been forwarded to Kelowna Mayor Sharon Shepherd and Councillors.

Yours truly,



Linda Coupal

NEGATIVE EXTERNAL FACTORS AFFECTING OUR FARMGATE U-PICK STRAWBERRY OPERATION

1. TRAFFIC CONCERNS

As stated before, our strawberry farm fronts the Benvoulin Road Corridor, specifically between the busy Benvoulin - KLO Road Intersection and the busy Benvoulin - Cooper - Springfield Road intersections, which then lead to the Orchard Park and Highway 97 connections. This entire area generates a great deal of traffic, much of which passes by our farm. This has not always been the case. This traffic increase is another example of how we have witnessed the Benvoulin Road rural/farming area go through many changes. As Kelowna has grown, decisions made at the municipal (and possibly other?) level have led to a widening of Benvoulin Road, as well a recent speed limit increase from 60 kms an hour to 70 kms an hour. Along with accompanying urbanization and other non farm developments within this area, the Benvoulin Road Corridor is now one of the busiest travel routes within Kelowna.

Our harvest season occurs during June and part of July, lasting about 5 1/2 weeks. Because we operate mainly as a u-pick, and because strawberries are so perishable, a very brisk response from many customers is required, within a short period of time. Needless to say, this adds to the already busy traffic on Benvoulin Road.

In addition, we must work around the most intense periods of heat during the day, still allowing ample time for our perishable product to get picked and flexible hours within which customers can pick. Consequently, our hours of operation are generally from 6:45 am until 11:00 am and from 5:00 or 6:00 pm until 8:00 pm –coinciding with some of the most intense Benvoulin Corridor traffic periods, as people commute to and from work and students commute to the several schools within the Benvoulin – KLO area. In addition, there are many other Kelowna residents travelling to and from the many businesses located within this area, during these hours. At this time of year, tourists can be added to the mix. Traffic does get backed up, from KLO Road beyond Munson Road. Often, amidst all of this traffic flow, it has become an exercise in Russian roulette for our customers to enter and exit our site.

Our parking lot faces Benvoulin Road, at the front of our property, the logical location. For much of the u-pick season, it is simply too small to accommodate the number of customers who come out to pick. Often, all the parking spaces are filled within a short period of opening time, resulting in vehicles entering and circulating the small congested area, desperately trying to find a parking spot. Regrettably, they have to be directed back on to Benvoulin Road, by our parking attendants. The busy traffic on Benvoulin Road does not always allow for a quick exit off our property, which adds to the congestion within our parking lot.

Once their vehicles are back onto Benvoulin Road, potential customers often drive slowly, attempting to find parking within other parking lots along the same side of Benvoulin Road. (For example, the Fortis employee parking lot next door or the Christian School parking lot.) Since our last strawberry cultivation, a strip mall has been established, close by, on the corner of the Benvoulin – KLO intersection. We are concerned that our future customers may attempt to park there, causing a lack of parking for the tenants and customers of the strip mall.

Another alternative for rejected customers is to attempt to re-enter our site, by parking along the sides of the narrower Munson Road. This can create difficulties for residents living on this road.

Sometimes, our customers simply have to leave, disgruntled. We have heard comments like "I don't want to pick there anymore. It's a zoo over there."

It is obvious that this overall situation is problematic for our customers, ourselves and our non-farming neighbours. Regrettably, because we are such a small acreage, we simply do not have the space to increase our parking lot capacity, without compromising our already small 3.5 acre strawberry field. To add to the above mentioned problems, there are those drivers, who, seemingly within any given, well-signed parking lot, still attempt to enter through the exit and exit through the entrance. Again, we have parking attendants, because we are concerned for everyone's safety, while travelling along this busy Benvoulin Corridor.

There have been vehicle accidents over the years, as people attempt to exit our farm and get back onto busy Benvoulin Road. Given the amount of traffic now flowing along this stretch of road, along with the increased speed limit and all- too- frequent speeders, it is a concern that in the future, there will be a fatality, as customers attempt to enter and exit our farm gate operation.

On some occasions, due to sun exposure, we have required the assistance of an ambulance, in attending to customers. Due to the traffic congestion along Benvoulin Road and within our small parking lot, the ambulance drivers experienced some difficulty entering the site, delaying assistance to those in need.

2. NOISE FACTORS

In discussing traffic concerns along Benvoulin Road, it is important to acknowledge the amount of vehicular fumes emitted and the intensity of noise that we experience throughout our u-pick season, generated from traffic. Since our fruit stand is located close to Benvoulin

Road, the logical location, intense traffic noise makes communication between staff and customers difficult. Screeching tires, from applied brakes is not an uncommon sound, creating immediate concerns of a possible collision. Furthermore, the increasingly frequent sound of police cars, fire trucks and ambulances "rushing" past our site, adds to this unsavory atmosphere.

3. NEIGHBOURHOOD CONCERNS

There was a time when small parcels such as ours, coupled with another two or three of similar size, afforded financial viability, provided that expertise and great effort were part of the equation. The considerable number of land units that I have worked and cropped at the same time, during past years, support this claim. However, with changes in land ownership and demographics, opportunities to rent such parcels have become a challenge. Furthermore, moving farm machinery along the busy Benvoulin - KLO roadway has become too dangerous.

In recent years, we have concentrated on the need to grow specialty crops. This was done to maximize returns, due to the restrictive size of this site. However, repeated cultivation of the same crop, on the same site, in an effort to maximize returns, has generated a new set of challenges. These hurdles come in the form of tenacious weed varieties such as Morning Glory and various soil borne viruses that become established and render mono culture unfeasible. Also, crop site rotation and summer fallowing, two beneficial farming practices, are not practical or financially feasible, on such a small parcel of land.

In considering alternative practices such as greenhouses, nursery stock or landscaping operations, one only has to take a look at the numerous examples of these current practices within the Benvoulin - KLO area. The question that follows is "Have we reached the saturation point?"

4. VANDALISM

The location of our fruit stand - close to Benvoulin Road - has made this building a target of repeated vandalism. Expensive repair to our refrigeration unit has occurred more than once. Break ins into the storage area have occurred many times, along with graffiti, on the exterior of the building. Overnight "lodging", accompanied with body function deposits are all regular, disappointing occurrences. Vehicles have jumped the curb at night and driven through crops

and over irrigation lines. Some vandals enjoy the act of hand scattering sprinkler heads. These sprinkler heads cannot be located soon enough during the hot season, without having to purchase replacements.

Midnight harvesting is not unusual. Fencing off would further shrink the parking area, which needs to be open, early in the morning, to allow for the "early birds" to come in and off Benvoulin Road.

OTHER RELEVANT FACTORS

1. STAFFING ISSUES

One of the consequences of operating a strawberry patch on a small acreage is the inability to produce sufficient ripe berries for harvest, on a daily basis. This, coupled with unpredictable weather concerns, forces us to face the additional challenge of hiring adequate staff. Since we cannot provide applicants with a regular, daily work schedule, over an extended period of time, potential employees look elsewhere for more secure employment opportunities. Even worse, after the harvest season has begun, hired employees often leave us, when more suitable employment is found.

2. LAND CAPABILITY

Our farm property, as well as that of the neighbouring Fortis and Christian School sites, were former horse grazing pastures and never intensively farmed because of their inferior soil conditions, in comparison to superior fertility levels found on sites, nearby.

Our 6.5 acre parcel has several soil types, ranging from stony to light sandy, to excessively heavy, wet soil within zones of moderate fertility. These various soil types were deposited in a meandering fashion, running diagonally through the field by creeks and streams that flowed through the area, at peak run-off season, prior to the diking of Mission Creek. These variations in soil consistency make farming our land a serious challenge and consistency of crop quality throughout the field, an impossibility.

LOOKING AT THE BIG PICTURE

Linda and I have now expressed our concerns regarding the difficulties and dangers we now experience, in attempting to farm our small acreage. At the same time, we need to be cognizant of the needs and future needs of our combined farming and non-farming neighbourhood (within the boundaries of Munson Road and KLO Road.)

We recognize the importance for the City of Kelowna to maintain green space, for the overall well being of our community. As a case in point, we appreciate the City's intent to establish a park, sometime in the future, surrounding Munson's Pond, behind our property. Finally, we do understand the need and importance of the Agricultural Land Commission's mandate to ensure that if the Reserve is to be maintained, for the future, it cannot be eroded by endless deletion of land or by endless advancement of non-farm uses and subdivisions.

We ask the following question: Given everything discussed in the previous pages, what would be the more important, long term land use of our property?

Would it be to keep it within the existing zoning regulations, as a farm? Would exclusion from the Land Reserve of our property, for a greater community need, make a significant impact on our future bread basket concerns? Would more flexible zoning, allowing more uniformity and greater efficiency within our current neighbourhood (which includes public serving entities, such as a school, public utility and future park) be of a greater benefit?


Is it realistic to expect (given the rate of development that Kelowna, and specifically, the Benvoulin Road area, has experienced since our family purchased this property in 1971), that the current dangers and difficulties that we now experience in farming our acreage would be reduced, in the future?

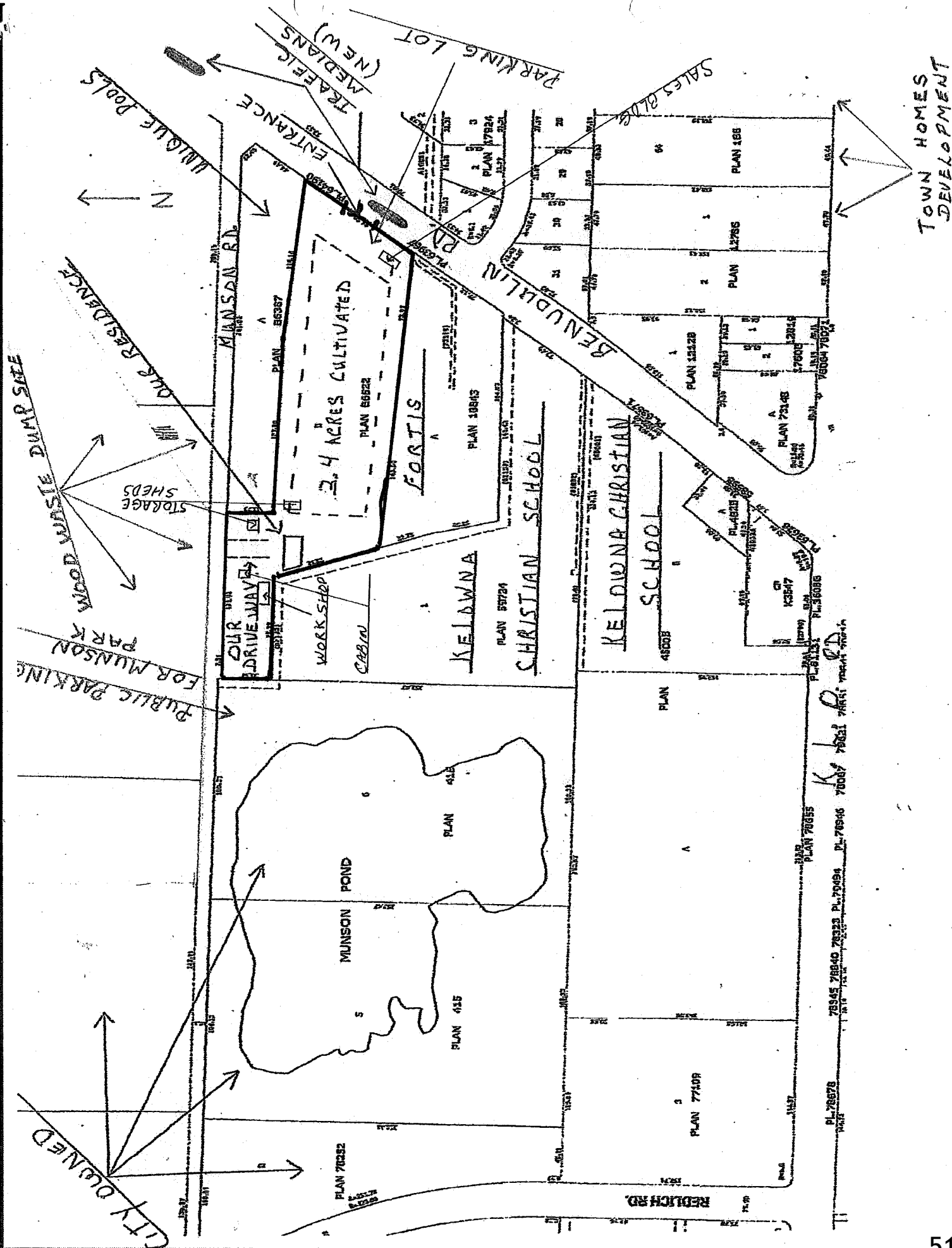
So again, we ask the question: How will our property better serve the long term needs of our neighbourhood and the community, at large?

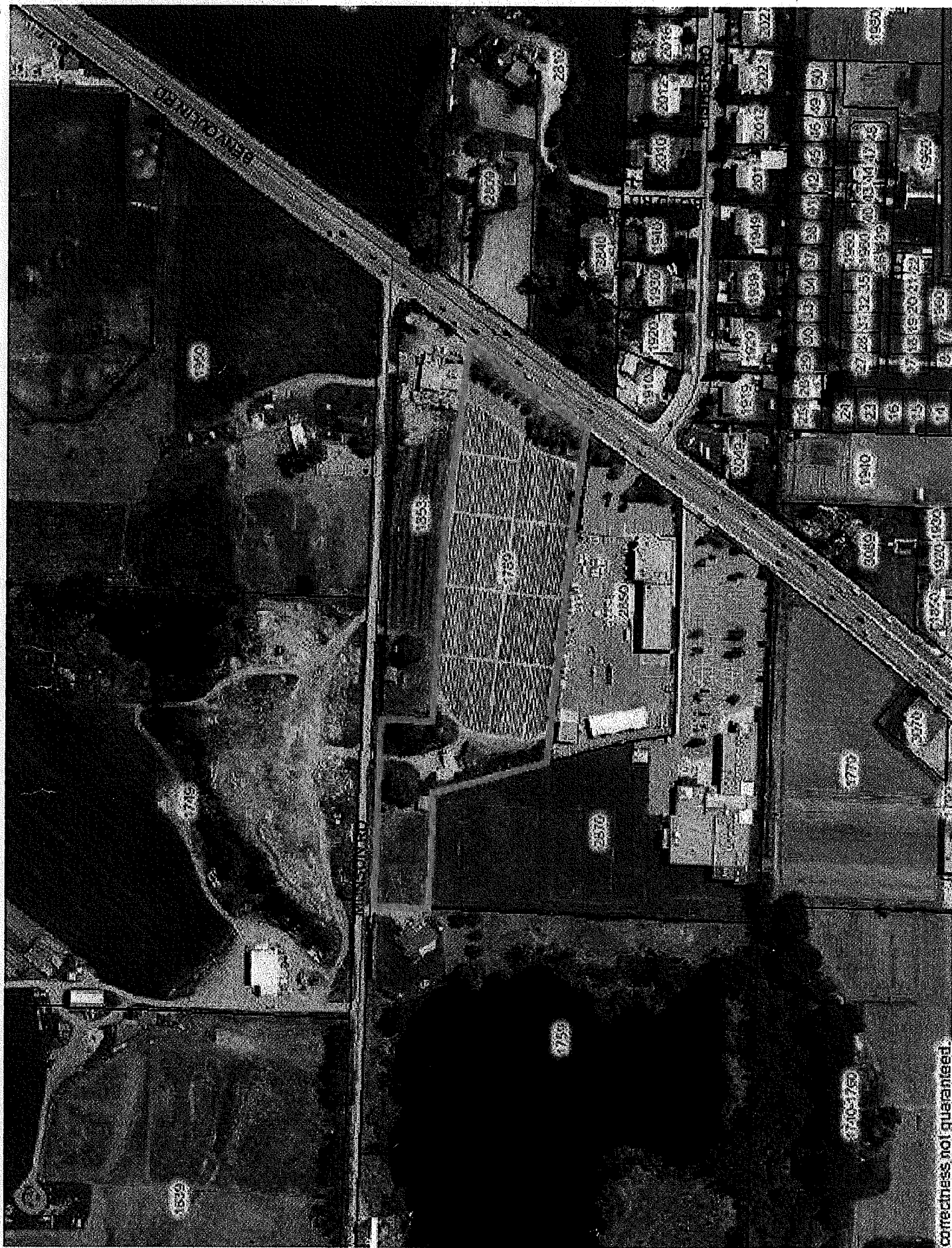
We thank you for your consideration.

Yours truly,


Gabe Coupal


Linda Coupal





REPORT TO COUNCIL



Date: 11/16/2015

RIM No. 1250-30

To: City Manager

From: Community Planning Department (AC)

Application: Z15-0046 **Owner:** Unico One Developments Ltd., Inc.No. BC0990537

Address: 125 Dundas Rd
815 Hwy 33 W **Applicant:** BlueGreen Architecture (Wendy Rempel)

Subject: Rezoning Applications

Existing OCP Designation: MRM - Multiple Unit Residential (Medium Density)

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RM5 - Medium Density Multiple Housing

1.0 Recommendation

THAT Rezoning Application No. Z15-0046 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification from the RU1 - Large Lot Housing zone to the RM5 - Medium Density Multiple Housing zone, be considered by Council on the following parcels:

- Lot A, Section 22, Township 26, ODYD, Plan 19344 Except Plan 39372, located at 815 Hwy 33 W.
- Lot B, Section 22, Township 26, ODYD, Plan 19344 Except Plan 39372, located at 125 Dundas Rd.

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the following:

1. To the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated November 16th 2015.

2.0 Purpose

To rezone the subject properties to the RM5 - Medium Density Multiple Housing zone.

3.0 Community Planning

Staff supports the proposed rezoning application. The Official Community Plan (OCP) identifies the area as MRM (Medium Density Multiple Residential). A rezoning to the RM5 zone and the initial proposal for student housing on this site meets many of the goals of the OCP. Adding additional density within an urban centre increases the viability of nearby commercial uses and walkability within the neighbourhood. Students or residents are only 300 metres (or a four minute walk) from 31 shops and services in the Rutland Town Centre. Further, additional density in this area is well supported by existing parks and outdoor amenities within close proximity that students or residents could utilize. Ben Lee Park is located 2 blocks north and has many amenities that a student population would likely utilize.

This proposed development works particularly well for students as the #8 UBCO - OC Bus Line stops on Highway 33 immediately adjacent to this site. Transit time to UBCO from this site is approximately 16 minutes door to door and transit time to Okanagan College its is approximately 28 minutes door to door. Overall, the residential land use allowed in the RM5 zone fit well on this site.

A large number of variances are currently proposed. These variances are necessary for the applicant to meet their density objectives on a relatively small site. One problem is, the applicant wants to achieve their maximum FAR identified in the zone but any plan respecting the appropriate setbacks, height, and parking requirements would not achieve the maximum FAR. As a result, the applicant is making an argument that the type of anticipated occupants (students) warrant the type of variances proposed. The applicant has been repeatedly informed that Staff cannot recommend support for a parking variance (regardless of the car-share mitigation proposal) when the subject property falls within a cash-in-lieu area. Further, in order for Staff to consider a recommendation of support (regarding the variances) the applicant has been informed that cash-in-lieu for the parking shortfall as well as a car-share program would be necessary to mitigate the shortfall. However, Staff will provide further details on the merits of the variances and details of the development proposal within the Development Permit and Development Variance Permit report should Council choose to adopt the zoning on the site.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant notified all of the neighbours within a 50 metre radius.

4.0 Proposal

4.1 Project Description

The current proposal for the site is a new 23 unit student housing development. The type of dwelling unit varies between 3 and 5 bedrooms. The building is 4 ½ stories, with the top floor incorporated into a dormer, and partial under-cover parking at grade. Architecturally, the development is a mix between traditional materials (brick, siding, and stucco) and a modern colour palette and textures. The applicant's facade treatment includes green colour highlights with three dimensional facade articulations to develop shadow and depth in these elevations as well as to provide visual interest.

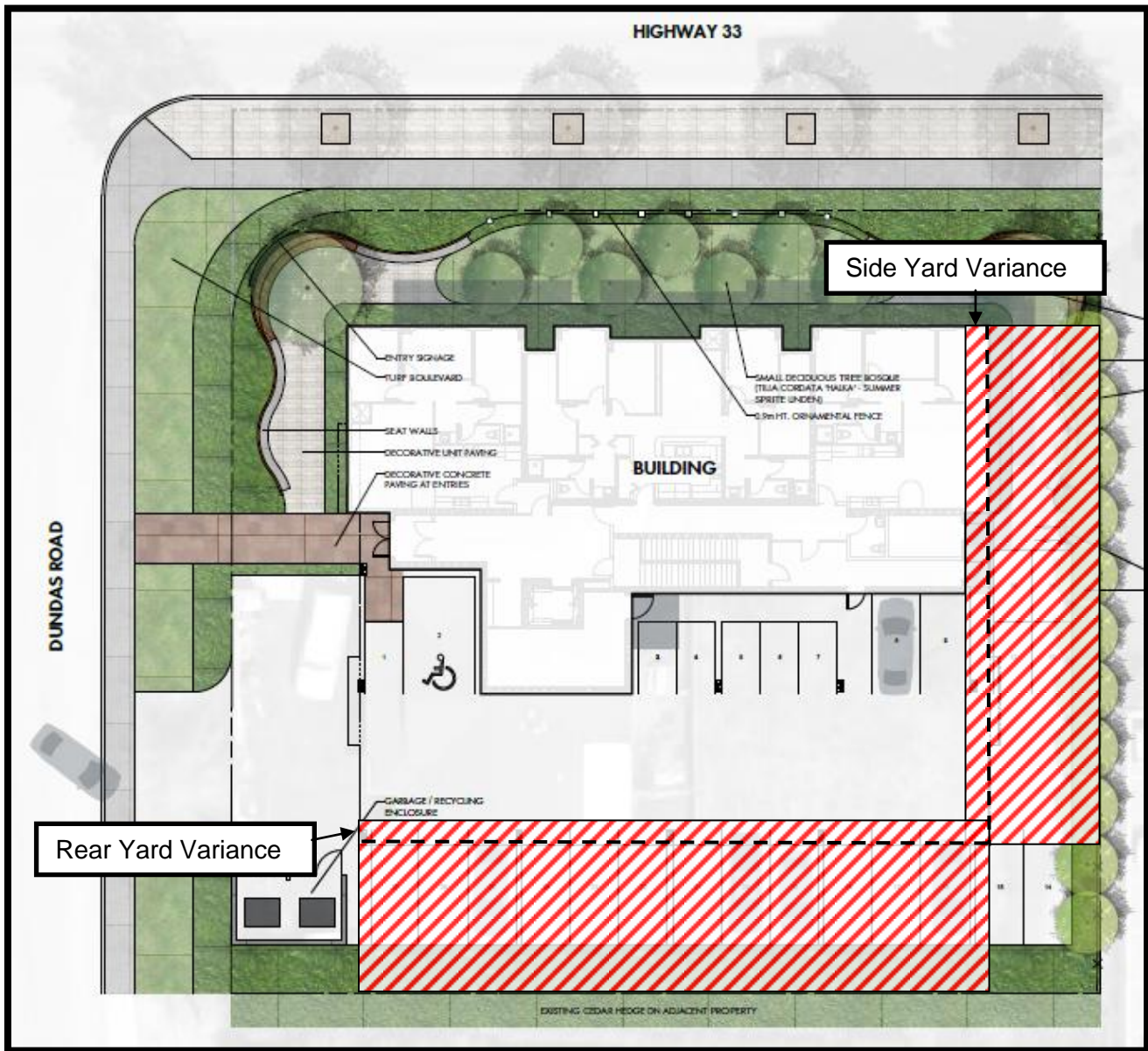
4.2 Variances

The current proposal needs seven variances.

- 1) Side yard setback reduction requested (from 7.0m to 5.2m);
- 2) Rear yard setback reduction requested (from 9.0m to 7.1m);
- 3) Site coverage reduction requested (from 40% to 43.05%);
- 4) Eleven (11) parking stall reduction requested and 8 stalls paid by cash-in-lieu;
- 5) Requested an increase in the proportion of small vehicle size stalls (from 10% to 37%);

- 6) Class 1 bicycle parking location variance requested (from the bicycle parking must be located at building grade or within one storey of building grade to the third storey);
- 7) Private open space reduction requested (from 575m² to 356.2m²).

Figure 1: Setback Variance

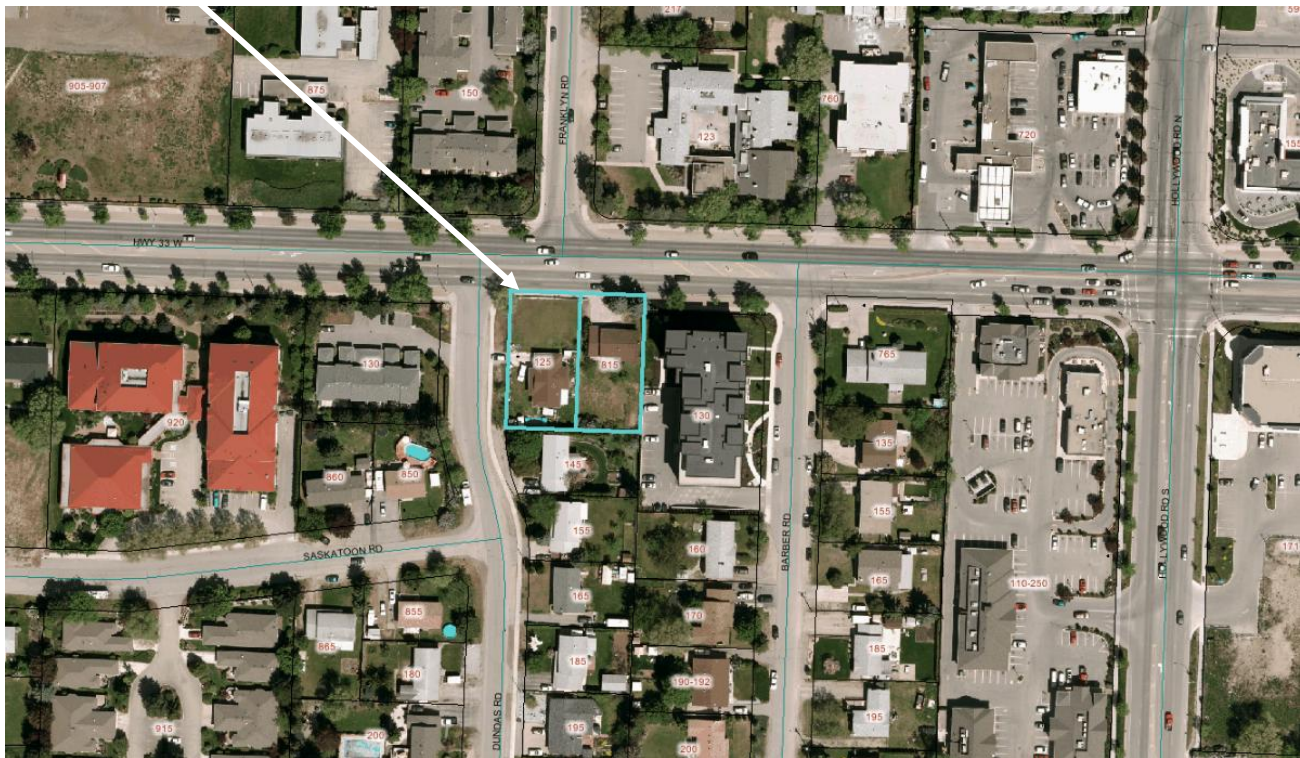


4.3 Site Context

The subject parcels are located within the Rutland Urban Centre adjacent Highway 33. The subject property is designated as Multiple Unit Residential - Medium Density (MRM) in the OCP and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM3 - Low Density Multiple Housing P2 - Education and Minor Institutional	Residential Institutional
East	RM5 - Multiple Unit Residential (Medium Density) RM3 - Low Density Multiple Housing RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing	Residential
West	RM5 - Multiple Unit Residential (Medium Density) RU1 - Large Lot Housing	Residential

Subject Property Map:



4.4 Zoning Analysis

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM5
Development Regulations		
Height	18m / 4.5 stories	16.5 m / 4.5 stories
Front Yard (north)	6.0 m	6.0 m
Side Yard (west)	9.1 m	4.5 m
Side Yard (east)	5.2 m ❶	7.0 m
Rear Yard (south)	7.71 m ❷	9.0 m
Site Coverage	43.05 % ❸	40 %

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM5
Site coverage of buildings, parking, & driveways	62.62 %	65 %
FAR	1.25	1.1 plus 0.2 bonuses = 1.3 max FAR
Other Regulations		
Minimum Parking Requirements	27 ❶	46 stalls
Portion of Parking Stall Size	(Based on 27 parking stalls) Full size = 15 stalls Medium size = 2 stalls Small size = 10 stalls ❷	(Based on 27 parking stalls) Min Full size: 50% = 14 stalls Max Medium size: 40% = 11 stalls Max Small size: 40% = 3 stalls
Minimum Bicycle Parking	Class 1: 14 ❸ Class 2: 5	Class 1: 12 Class 2: 3
Private Open Space	15. 5m ² per unit = 356.2 m ² provided ❹	25 m ² per unit = 575 m ² minimum
❶ Side yard setback reduction requested; ❷ Rear yard setback reduction requested; ❸ Site coverage reduction requested; ❹ Eleven (11) parking stall reduction requested and 8 stalls paid by cash-in-lieu; ❺ Requested an increase in the proportion of small vehicle size stalls from 10% to 37%; ❻ Class 1 bicycle parking location variance requested; ❼ Private open space reduction requested.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height, and siting.

Affordable Housing.³ Support the creation of affordable and safe rental, non-market and/or special needs housing.

6.0 Technical Comments

6.1 Building & Permitting Department

- a) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Objective 10.3, Chapter 10 (Social Sustainability).

- b) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- c) A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
- d) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
 - Door swings and gate swings for proper means of exiting are required along with a hard path of to the street for exiting from the exit stairwells
 - Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
- e) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application.
- f) We strongly recommend that the developer have his professional consultants review and prepare solutions for potential impact of this development on adjacent properties. Any damage to adjacent properties is a civil action which does not involve the city directly. The items of potential damage claims by adjacent properties are items like settlement of foundations (preload), damage to the structure during construction, additional snow drift on neighboring roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.
- g) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
- h) An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc.
- i) Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
- j) Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure at time of permit application.

6.2 Development Engineering

- See attached Memo dated October 19th 2015

6.3 Fire Department

- a) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template available online at Kelowna.ca
- b) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivision Bylaw #7900. A minimum of 150litres/sec is required. Should a hydrant be required on this property it shall be deemed private and shall be operational prior to the start of construction.
- c) Fire Department access is to be met as per BCBC 3.2.5.6 -

- d) A visible address must be posted as per City of Kelowna By-Laws
- e) Sprinkler drawings are to be submitted to the Fire Dept. for review when available
- f) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD
- g) Approved Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance.
- h) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- i) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
- j) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- k) Fire department connection is to be within 45M of a fire hydrant- unobstructed.
- l) Ensure FD connection is clearly marked and visible from the street
- m) Dumpster/refuse container must be 3 meters from structures or if inside the parking garage, it shall be enclosed within a rated room
- n) Do not issue BP unless all life safety issues are confirmed

6.4 FortisBC Inc - Electric

- There are primary distribution facilities along Hwy 33 and south of the subject along Dundas Road. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.
- Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.
- In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

6.5 Ministry of Transportation

- Preliminary Approval is granted for the rezoning for one year pursuant to Section 52(3)(a) of the Transportation Act, subject to the following conditions:
- No direct access to any portion of the subject lots via Highway 33 be maintained, provision of alternate access served via Dundas Road.
- Physical removal of the existing drop curb/driveway letdown along subject properties frontage on Highway 33 to include restoration of highway curb/gutter/sidewalk and drainage works to Ministry satisfaction.
- Dedication of lands for Provincial Arterial Highway 15 metres measured at a right angle from mean centreline of Highway 33, along entire frontage of subject properties.

7.0 Application Chronology

Date of Application Received: August 27th 2015
 Date of Public consultation: August 24th 2015

Report prepared by:

Adam Cseke, Planner

Reviewed by:



Terry Barton, Urban Planning Manager

Approved by:



Ryan Smith, Community Planning Manager

Attachments:

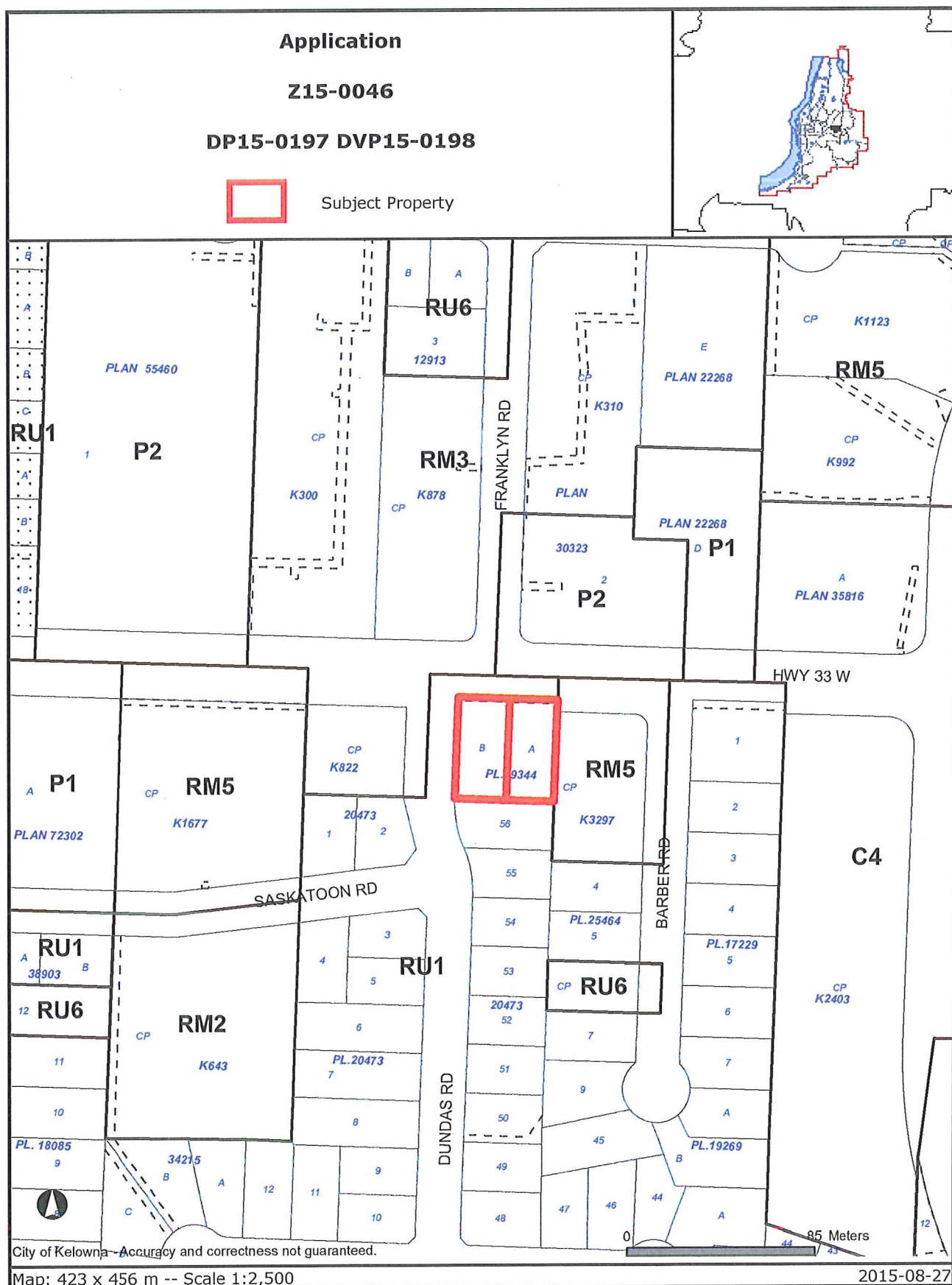
Subject Property Map

Development Engineering Comments dated October 19th 2015 (Attachment 'A')

Applicant's rationale

Public Notification summary

Application Package



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

CITY OF KELOWNA
MEMORANDUM

Date: October 19, 2015
File No.: Z15-0046
To: Community Planning (AC)
From: Development Engineering Manager
Subject: 125 Dundas Rd & 815 Hwy 33 W



RU1 to RM5

Development Engineering Department have the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori

1. Domestic Water and Fire Protection

- (a) This development is within the service area of the Rutland Waterworks District (RWD). The developer is required to make satisfactory arrangements with the RWD for these items. All charges for service connection and upgrading costs are to be paid directly to the RWD. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements.
- (b) A water meter is mandatory as well as a sewer credit meter to measure all the irrigation water. Water meters must be housed in an above-ground, heated, accessible and secure building, either as part of the main site buildings or in a separate building. Remote readers units are also mandatory on all meters.

2. Sanitary Sewer

- (a) The existing lots are serviced with 150mm diameter sanitary service. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of one of the existing services. The estimated cost of this construction for bonding purposes is **\$4,000.00**

3. Storm Drainage

- (b) The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.
- (b) Only one service will be permitted for this development. The applicant, at his cost, will arrange for the installation of one new overflow service. The new

service should tie in to the main on Dundas Rd. The estimated cost of this construction for bonding purposes is **\$5,000.00**

4. Road Improvements

- (a) Dundas Street must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, separate sidewalk, corner bulb, landscaped boulevard complete with street trees, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **\$23,000.00**
- (a) Hwy 33 W will require removal of the driveway letdowns and separate sidewalk from the removed letdown to Dundas Road. The 2 trees located within the dedicated road area are to remain. A tree covenant will be required for proper care of the trees during construction. In addition a hard surfaced boulevard complete with street trees, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **\$10,000.00**

5. Transportation

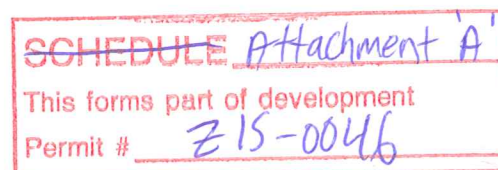
- a) These Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOT) Infrastructure Branch.

6. Road Dedication and Subdivision

- (a) Lot consolidation is required.
- (b) Grant Statutory Rights Of Way if required for utility services.
- (c) Dedicate ~5.26m width along the full frontage of Hwy 33 West complete with a 6.0 m corner rounding at the intersection of Dundas Rd and Hwy 33 W.
- (d) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.

7. Electric Power and Telecommunication Services

- a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground as the subject properties are within the "Rutland Urban Centre".
- b) Streetlights must be installed on Dundas Rd if needed.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).



8. Engineering

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the city engineer before construction may begin.

9. Design and Construction

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

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

11. Geotechnical Report

As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content,

~~SCHEDULE Attachment A~~
This forms part of development
Permit # Z15-0046

Identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.

- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.
- (e) Additional geotechnical survey may be necessary for building foundations, etc.

12. Bonding and Levy Summary

(a) Bonding

Water service upgrades	N/A
Sanitary sewer service upgrades	\$ 4,000
Storm overflow services	\$ 5,000
Dundas Rd frontage improvements	\$ 23,000
Hwy 33 W frontage improvements	\$ 10,000
Total Bonding	\$41,000.00

NOTE: The bonding amount shown above are comprised of estimated construction costs escalated by 140% to include engineering design and contingency protection and are provided for information purposes only. The owner should engage a consulting civil engineer to provide detailed designs and obtain actual tendered construction costs if he wishes to do so. Bonding for required off-site construction must be provided and may be in the form of cash or an irrevocable letter of credit, in an approved format.

The owner must also enter into a servicing agreement in a form provided by the City.

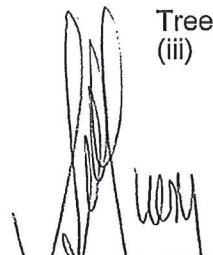
12. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) Access to the site will be permitted from Dundas Rd.
- (ii) Indicate on the site, the locations of loading bays as well as the garbage and recycle bins.

Trees fronting Hwy 33

- (iii) A tree covenant will be required for proper care of the trees during construction.


Steve Muenz, P. Eng.
Development Engineering Manager

SS



THE VARSITY Student Residence

DESIGN RATIONALE

August 20, 2015 – Development Permit Application

ARCHITECTURAL PROJECT PLANNING

The VARSITY is a new student housing development on the Southeast corner of Highway 33W and Dundas Road located within the Rutland Urban Centre. Based on the proposed RM-5 zoning, the building is 4½ stories, with the top floor incorporated into a dormer architecture, and partial under-cover parking at grade.

The primary planning considerations for the development were to create a project that responds sensitively to the nearby neighbours, develops a massing that is in keeping with the adjacent RM5 (Multi-family) developments in the area, and to craft an architectural vocabulary that continues to revitalize the immediate and greater Rutland area where it is located.

Additionally, the rationale behind the development of a student residence in this location is multi-faceted:

Proximity to BC Transit – both to UBCO and Okanagan College

The #8 UBCO – OC Bus Line traveling to UBCO stops on Highway 33, on the development's side of the highway, just 5 meters from the northeast property line. Directly across Highway 33, is the bus stop for the #8 Bus line going directly to Okanagan College. Transit time to UBCO from our building is estimated at 16 minutes door to door, and to Okanagan College 28 minutes door to door. During peak hours, these buses stop at this stop every 15 minutes.

Proximity to Merchant and Retail Services

At the corner of Highway 33 W and Hollywood Road S, which Google Maps shows is a 300 meter, or a four-minute walk from the development, are 31 Shops and Services, which Students want, and would patronize (list attached)

Parks and Outdoor Activities

Directly across Highway 33W, from our building, and 2 blocks north up Franklyn Road, is Ben Lee Park. Ben Lee Park provides the amenities that university aged students are looking for. The park has a basketball court, a multi-purpose (netted) court, a skateboard park, as well as running and hiking trails. At 7.3 hectares, there is ample room for exercising, running, or quiet time and studying, at Ben Lee Park.

Architecturally, the development is a marriage of traditional materials (brick, siding and stucco) with a palette of colors that creates a modern mix of colors and textures that give the building strong architectural interest. As a

Kevin Ryan | Architect AIBC - MA (Hons) - DA - LEED AP

Wendy Rempel | Architect AIBC - M.Arch - B.Arch

www.bluegreenarchitecture.com

KAMLOOPS

2 - 436 Lorne Street, Kamloops, BC V2C 1W3
P | 250.374.1112 F | 250.374.2279

KELOWNA

202 - 110 Highway 33 West, Kelowna, BC V1X 1X7
P | 778.753.2650 F | 778.753.1448

student residence, there is an additional need of creating an architectural vocabulary with a modern flair, which is created with the green punches of color.

The highest profile elevations are the Highway 33 Elevation (North) and the Dundas Elevation (West). Significant attention has been given to creating architecture that has both material and textural interest as well as 3-dimensional façades for further development of shadow and depth in these elevations. The building sits within the required setbacks per the zoning bylaw for RM-5. The east elevation matches, in general, the architecture on the west elevation that faces the multi-family development to the east. A variance is being sought for the east setback to 5.8 m in lieu of the 7m required). To be sensitive and maintain significant architectural interest to the adjacent neighbor, part of the request for the variance in this case is to allow for a continuation of the 3-dimensional architecture that appears on the North and West façades. The South elevation is consistent in color and texture palette in order to, again, create interest facing the neighbor to the south, although currently there is a very tall cedar hedge on the north edge of the adjacent property that creates a significant privacy buffer. A variance is being sought for the south setback from 9m to 7.68m. This is in part to continue some 3-dimensional interest as well as to accommodate the parking for the project (below). The setback reduction still maintains a significant separation from the adjacent property.

There is a private open space requirement of 25 square metres / unit for the RM5 zone for units exceeding 1 bedroom. This development proposal incorporates 23 units in excess of 1 bedroom equaling a total of 575 sm. required P.O.S. area. There are two variances being sought in order to address the issue of the Private Open Space requirement. First, based on the use (student housing), the POS component was addressed in common spaces rather than individual spaces. In order to create reasonably-sized internal common/social spaces, the building needed to expand to slightly (Building area allowable: 40%; Actual: 43.05%). The project incorporates a fitness room, a yoga room, a quiet study room and a student lounge and games room with an exterior deck creating significant internally-focused social and active spaces for students.

Second, in order to compensate for a 5.25m road dedication loss to the property along Highway 33, the development seeks a variance to the stipulation that Private Open Space cannot be part of a required setback(s). The north and east setbacks have been calculated into the POS area. And due to the variance request, there has been significant attention given to landscaping, as well as the social and interactive needs of the students. The project has developed a beautiful green space that not only achieves the appealing, inviting environment that makes this space very useable by students, but creates and enhances the streetscape appeal for the general public. Due to the very close proximity of the adjacent bus stop, the landscape concept additionally maintains a definition between the public and private realms in order to maintain security and privacy for the occupants while creating a park-like setting within.

The project also seeks two variances to the parking requirement which have been outlined by the developer in a letter dated August 13, 2015 (attached) wherein is outlined the rationale for the reduction, and proposed solution to address actual student and City requirements.

Further to the attachment, it is important to note that the above-noted transit, merchant and amenity features so accessible to the development's location, strongly suggest that the students living there will not need cars. It is expected to attract student residents that either cannot afford, or choose not to own and operate a car. Accordingly, we would request that this be considered in our parking requirements and proposed variance.



List of Merchants:

McDonalds
Tim Horton's
Wendy's
Shoppers Drug Mart – with a Post Office
Rexall Drugstore
Panago Pizza
Starbucks
TacoTime
IGA Supermarket
Liquor Depot
Wings Tap and Grill
Sushi Zen Restaurant
Zabb Thai Restaurant
Pizza Factory
Specialty Bakery
Johnny's Meats and Deli
Old Town Farmers Market
New Empress Chinese Restaurant
Insurance – Autoplan
Dollar Store
H+R Block Taxes
Hollywood Shoes
Purple Sea Horse Pet Store
Rutland Optical
Brayd's Hair Salon and Tanning Spa
First Choice Hair Cutters
Nails + Spa
Central Spa and Nails
Esso Gas Station – Car Wash
Curves – Women's Fitness
Quantum Video Games Store

Two blocks further east on Highway 33, there is a Dairy Queen, KFC, and another grouping of services and merchants.



August 13th, 2015

**Ryan Smith,
BA, RPP, MCIP
Department Manager, Community Planning
City of Kelowna
1435 Water Street,
Kelowna, BC
V1Y 1J4**

Re: Student Housing Parking Review

Development: 125 Dundas Road and 815 Highway 33 W
Proposed 23 Unit Rental Apartment Building

RM5 Zoning Calls for 46 parking Spaces (2 x Unit)
Current proposal provides for 27 Parking Spaces
Current Shortfall is 19 Parking Spaces

Dear Ryan,

I wanted to present you with some research and facts from similar student housing facilities located here in Kelowna, to corroborate my proposal to you in regards to our parking space requirements.

We had discussed the dedication of an OGO car share vehicle on site to provide extra transportation in lieu of fewer cars from tenants. In speaking with Christian Brandt, the Managing Director of OGO, he advised me that in it's first full year of placement at Academy Hill, they signed up 10 new members (users) for their (single) OGO car share vehicle and they had 5-6 occasional users of that car that were already OGO members. He suggests that this number of users is low, compared to his other locations. Academy Hill is comprised of 15 one bedroom and den units and 63 two bedroom and den units...78 units in total. Assuming that the 'dens' are occupied by students as sleeping areas, total residency at Academy Hill could be about 215 people. This is more than double our expected occupancy. If only 10 people out of 200+ tenants sign up for car share membership, I believe that we should consider placement of one OGO car share vehicle at our development.

Of particular interest is the additional feedback from Christian Brandt, regarding inquiries for the OGO car share program from the Rutland area. He indicates that he has comparatively more interest from Rutland than from any other un-served area in greater Kelowna. He feels that there would be substantial membership sign-ups coming from the community at large, over and above the tenants in our building. In short, the benefit of placing an OGO car share vehicle at our development would become a community benefit.

In a Vancouver Sun Newspaper article, which ran on November 29th, 2014 , entitled "Vancouver Swaps parking requirement for car shares", the writer referred to a recent metro Vancouver study, which showed that "...one car share vehicle takes up to 11 cars off the road." The writer went on to report that "parking supply in strata apartments is 18 to 35 percent oversupplied across the region, with the highest vacancies near transit hubs."

I believe these stats are particularly relevant in our situation, due to a number of factors:

1. Transit Access – The #8 UBCO – OC Bus Line (going both directions) stops on Highway 33, beside, and directly across, from our proposed building. Transit time to UBCO from our building is estimated at 16 minutes door to door, and to Okanagan College 28 minutes door to door. During peak hours, these buses stop here every 15 minutes.

2. Access to Services and Amenities – Within a 2 block (5 minute) stroll from our building are 31 retail and service businesses that students require. They include:

Tim Hortons
McDonalds
Wendy's
TacoTime Cantina
Wings Tap and grill
Panago Pizza
Sushi Zen
IGA Supermarket
2 x Drug Stores
Walk-in Medical Clinic
3 x Personal Care and Hair Styling Shops
Liquor Store

With transit access, and shops and services this close to our building, the students we attract will likely not own cars. We feel that car ownership, and therefore parking requirements, at our building, will be considerably lower than other apartment buildings, which cater to a wider rental market, especially those buildings located away from main transit arteries.

We would like to address our shortfall of 19 parking spaces with the following proposal:

A) Install, at our cost, one OGO car share vehicle, for a minimum 2 year commitment period.

B) Consider that the OGO car share reduces parking (cars) by 11 spaces

C) Submit a one-time payment to the City of Kelowna in the amount of \$60,000 to mitigate the remaining 8 space shortfall (8 x \$7500)

Attached are a copy of the Vancouver Sun article, and confirmation from OGO on their membership numbers, for your consideration.

Best Regards,

David Hallonquist
Unico One Developments Ltd.
101 – 1865 Dilworth Drive,
Suite #351,
Kelowna, BC
V1Y 9T1

August 24th, 2015

**Ryan Smith,
Adam Cseke
Community Planning
City of Kelowna
1435 Water Street,
Kelowna, BC
V1Y 1J4**

Re: VARSITY Student Residence Neighborhood Consultation

Development: 125 Dundas Road and 815 Highway 33 W
Proposed 23 Unit Rental Apartment Building

Dear Ryan, Adam,

I have conducted the neighbourhood consultation, for the above-mentioned development, as required under policy 367. I attach the original, signed copies, of the comment sheets, from each resident that I consulted with. The comment sheet allows each resident to show their approval rating from a scale of 1 – 5, with 5 being the best approval rating, and 1 being the rating for the least approval.

We received:

5's – 8
4's – 6
3's – 2
2's – 0
1's – 1

There is only one address within the 50 meter radius that I could not make contact with: 155 Dundas Road. The owner is away traveling. I determined this from the owners brother, Rick Schneider, who owns 145 Dundas Road, and who is also part-owner of 155 Dundas Road. As Rick gave us a "5", and he suggested his brother would as well, I have no problem with not having this comment.

Regards,


David Hallonquist
Unico One Developments Ltd.



905-307

K390

CP
875

K878

CP
150

(48517)

FRANKLYN RD

217
CP
PLAN

30323

123
2

A15032

(1)

PLAN 22268

750
D

190
CP

PLAN 35816
720
A

(36191)

(37094)

HWY 33 W

(56027)

1 2 3 4 5 6

125
B

515
A

PL.19344

(1)

CP
920

K1877

(1) 350 1
(1) 20475
(1) 350 2

(55624)

SASKATOON RD

(39372)

(1) 56 145

155 55

(1) 150 4

K2297

130
CP

BARBER RD

(39372)

705 1

135 2

155 3

165 4

PL.17229
155 5

6 195

110-250
CP

915
CP

(37358)

535 4

150 5

855 3

6 200

DUNDAS RD

185 53

20473
195 52

5 170

190-192
CP
K256

200 7



THE VARSITY

STUDENT RESIDENCE DEVELOPMENT



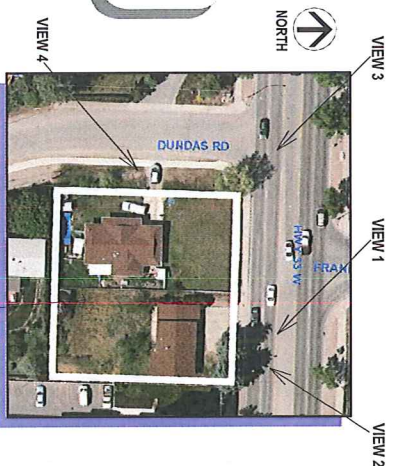
THE VARSITY
STUDENT RESIDENCE

PROJECT AND ZONING INFO

DATE: 2015/09/23
SCALE: AS NOTED
ISSUED FOR: REZONING / DRY VARIANCE
PROJECT: 1-386
A0.0

1 SITE LOCATION

LEGAL DESCRIPTION: LOTS A & B, TP. 26, O.D.Y.D. PL. 19344, EXCEPT PL. 39372



UNIT AND COMMON AREA SUMMARY

2025 RELEASE UNDER E.O. 14176

THE UNITED STATES GOVERNMENT

OFFICE OF THE SECRETARY OF DEFENSE

April 29, 2015

INFORMAL PROXIMATION

AMC 2015 2015

2015 AND COMBINED DATA SUMMARY: 2015 AND COMBINED PROXIMITY

April 29, 2015

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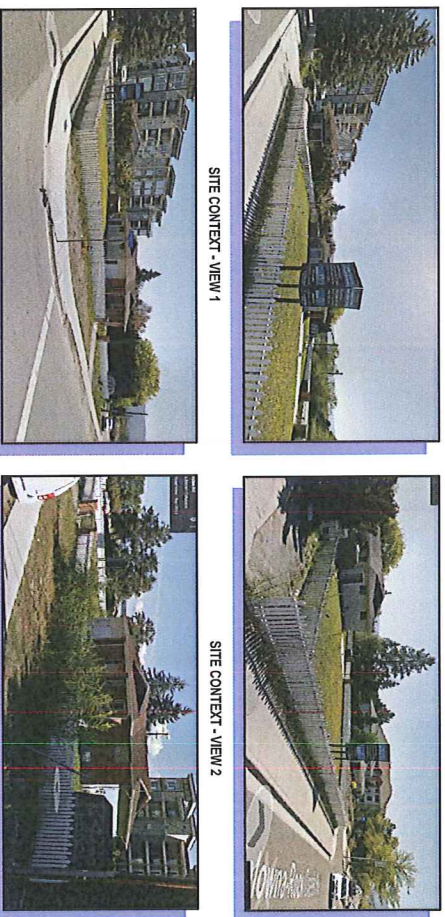
2015

2015

2015

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2015



SITE CONTEXT - VIEW 2

SITE CONTEXT - VIEW 4

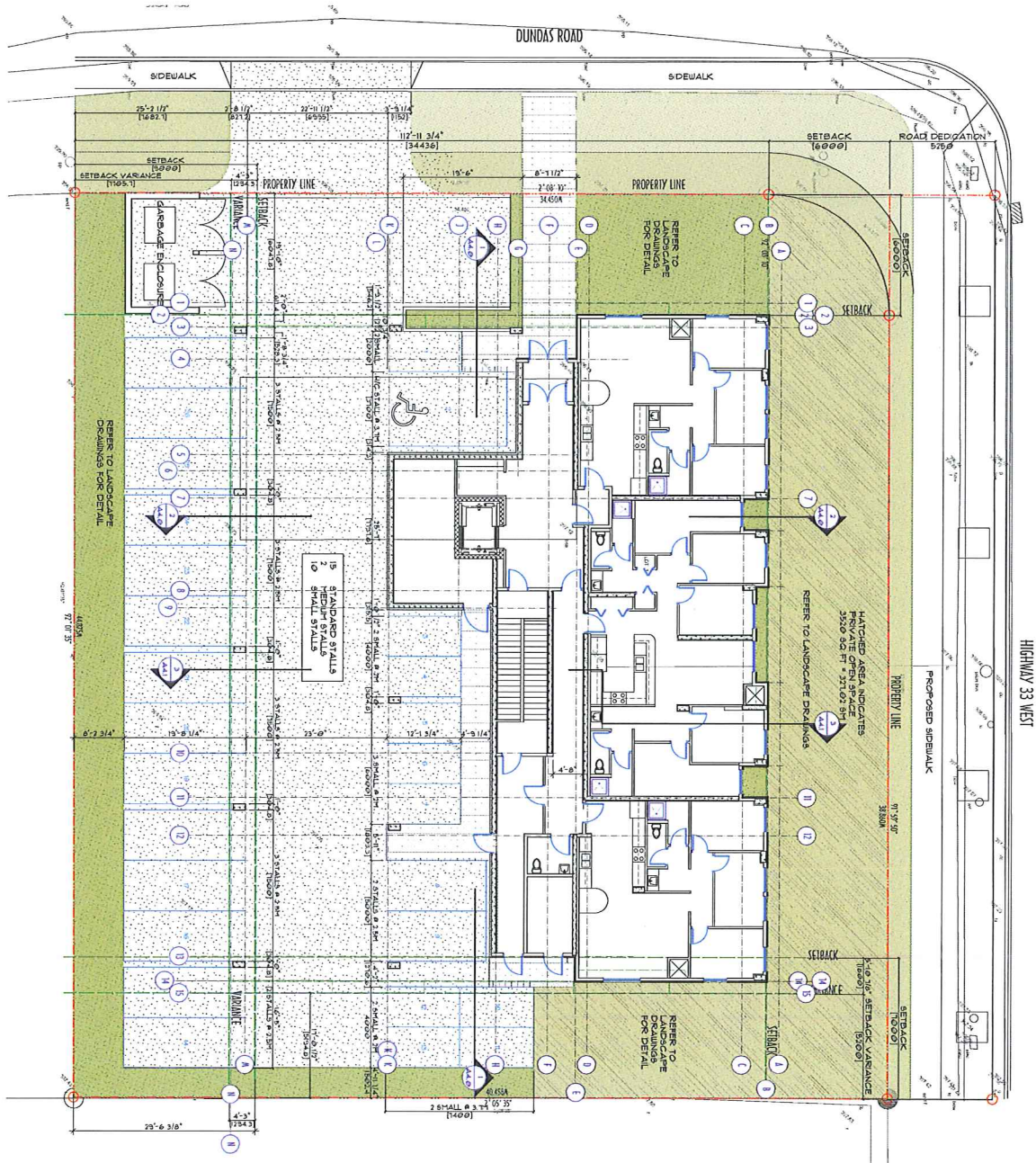


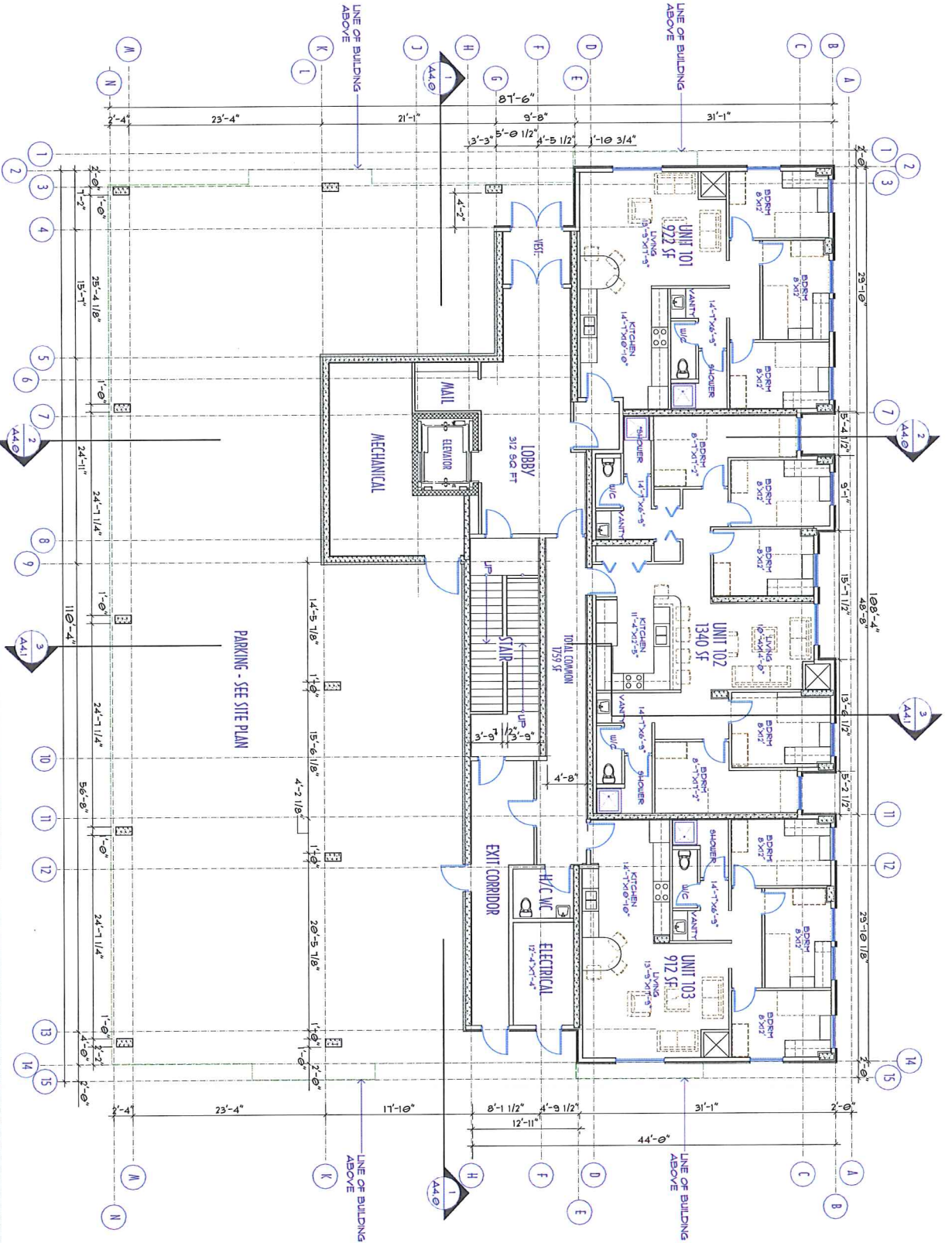
**BLUEGREEN
ARCHITECTURE INC.**
www.BlueGreenArchitecture.com
251-1101 WY 21, Kelowna BC V1Y 1Z2
P: 250.866.2222 F: 250.866.2223
P: 1-800-363-2222 F: 1-800-363-2223

THE VARSITY STUDENT RESIDENCE

SITE PLAN

DATE: 2015.06.20
SCALE: 1/100
DESIGNED FOR: ARCHITECTURE OF VARSITY
PROJECT: 14.584
A1.0





THE VARSITY STUDENT RESIDENCE

MAIN FLOOR PLAN

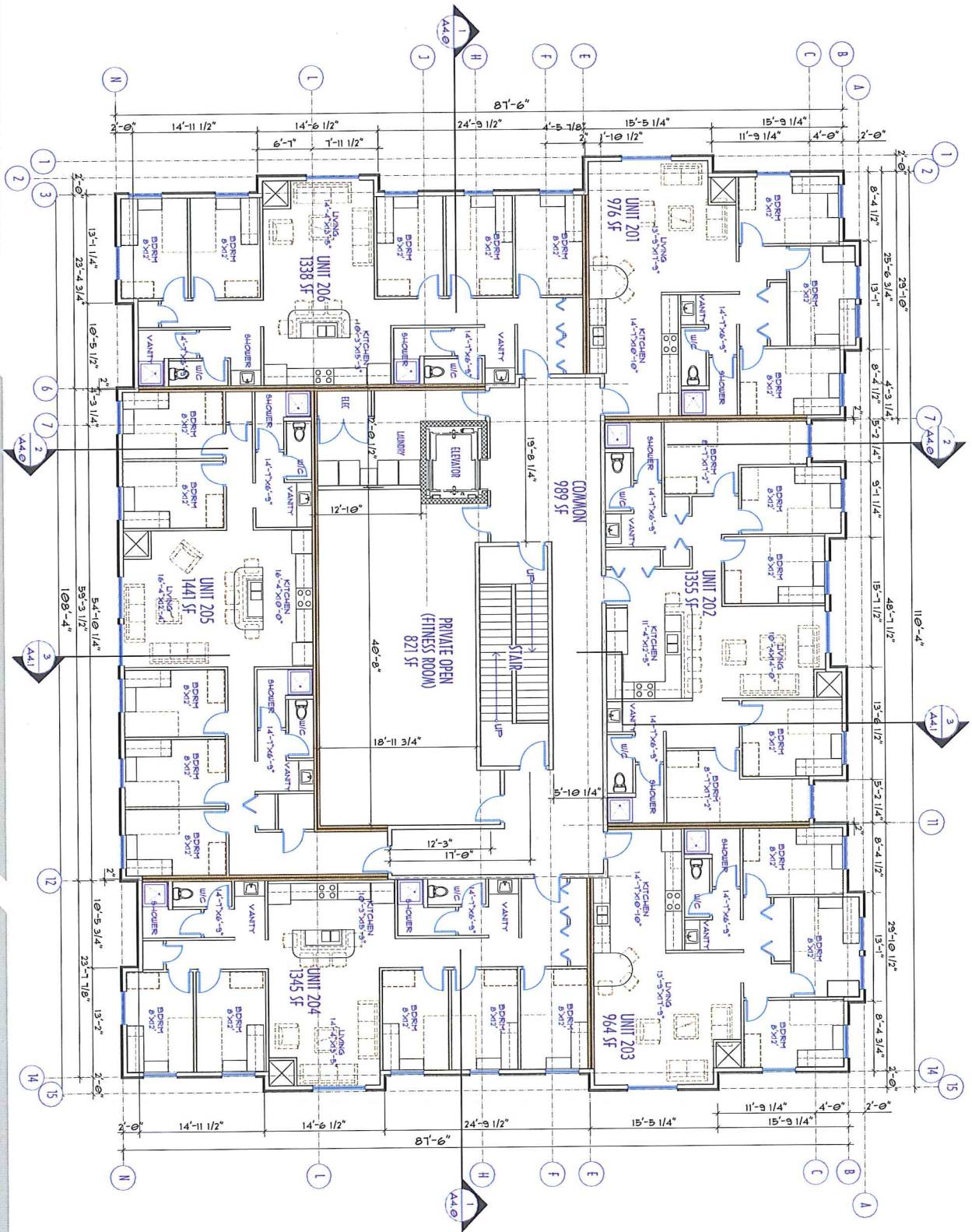
BLUEGREEN
ARCHITECTURE INC.
2150 South Street, Suite 100, St. Louis, MO 63104
P: 314.351.1111 F: 314.351.1112

DATE: 10/15/2020
SCALE: 3/16" = 1'-0"
DESIGN FOR: RECONSTRUCTION BY: WALKER
PROJECT: 14-586
A2.0

THE VARSITY STUDENT RESIDENCE

2ND FLOOR PLAN

DATE: 20.15.05.24
SCALE: 3/16" = 1'-0"
DESIGNED FOR: RESIDENCE, PHASE 2
PROJECT: 1438
A2.1





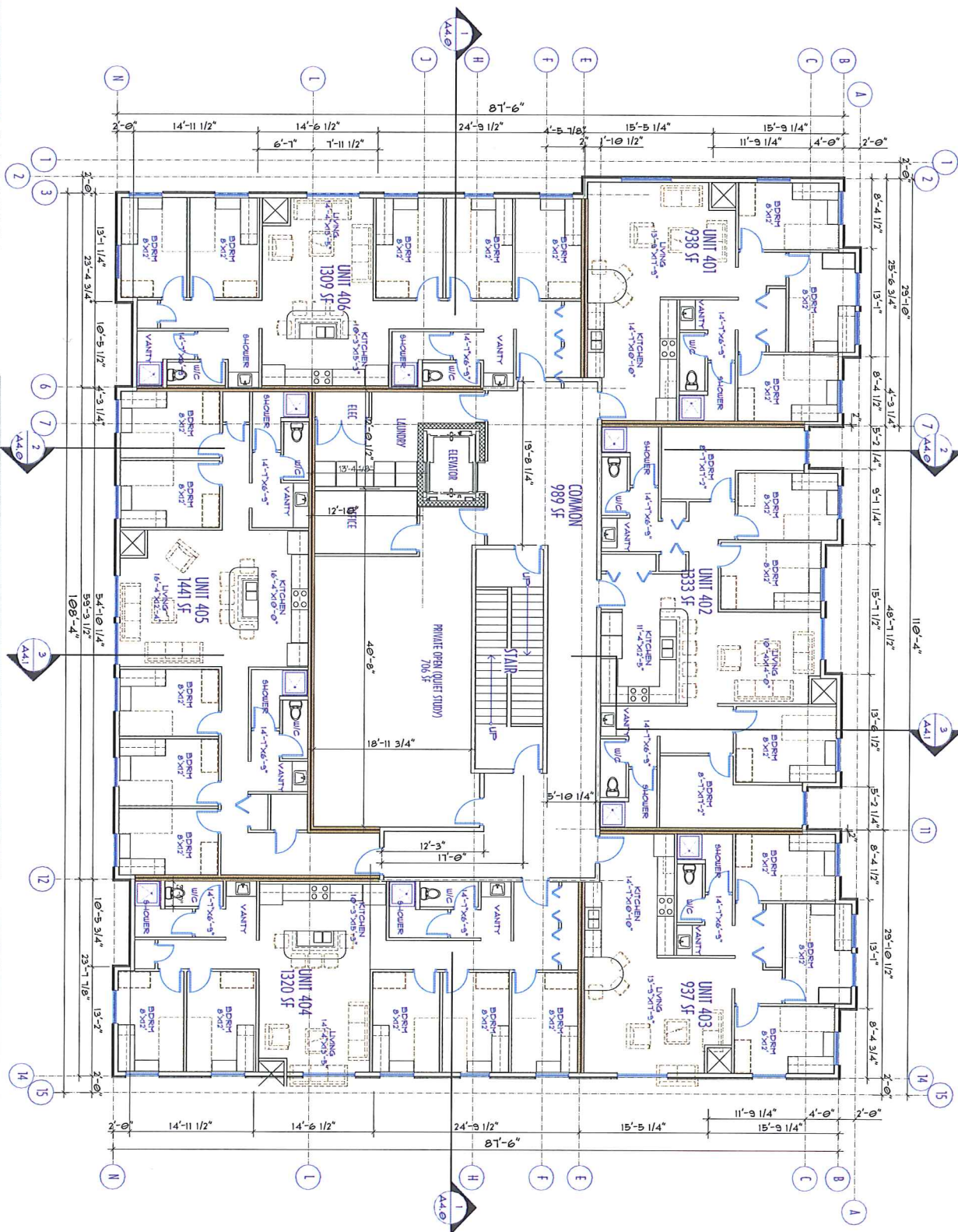


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ARCHITECTURE INC.**
25113 HWY 21, Kalamazoo, MI 49001
Tel: 269.333.3333 Fax: 269.333.3333
www.bluegreenarchitecture.com

THE VARSITY STUDENT RESIDENCE

4TH FLOOR PLAN

DATE: 01.15.2011
SCALE: 1/8" = 1'-0"
DESIGNED FOR: REZONING OF VARSITY
PROJECT: 14388
A2.3





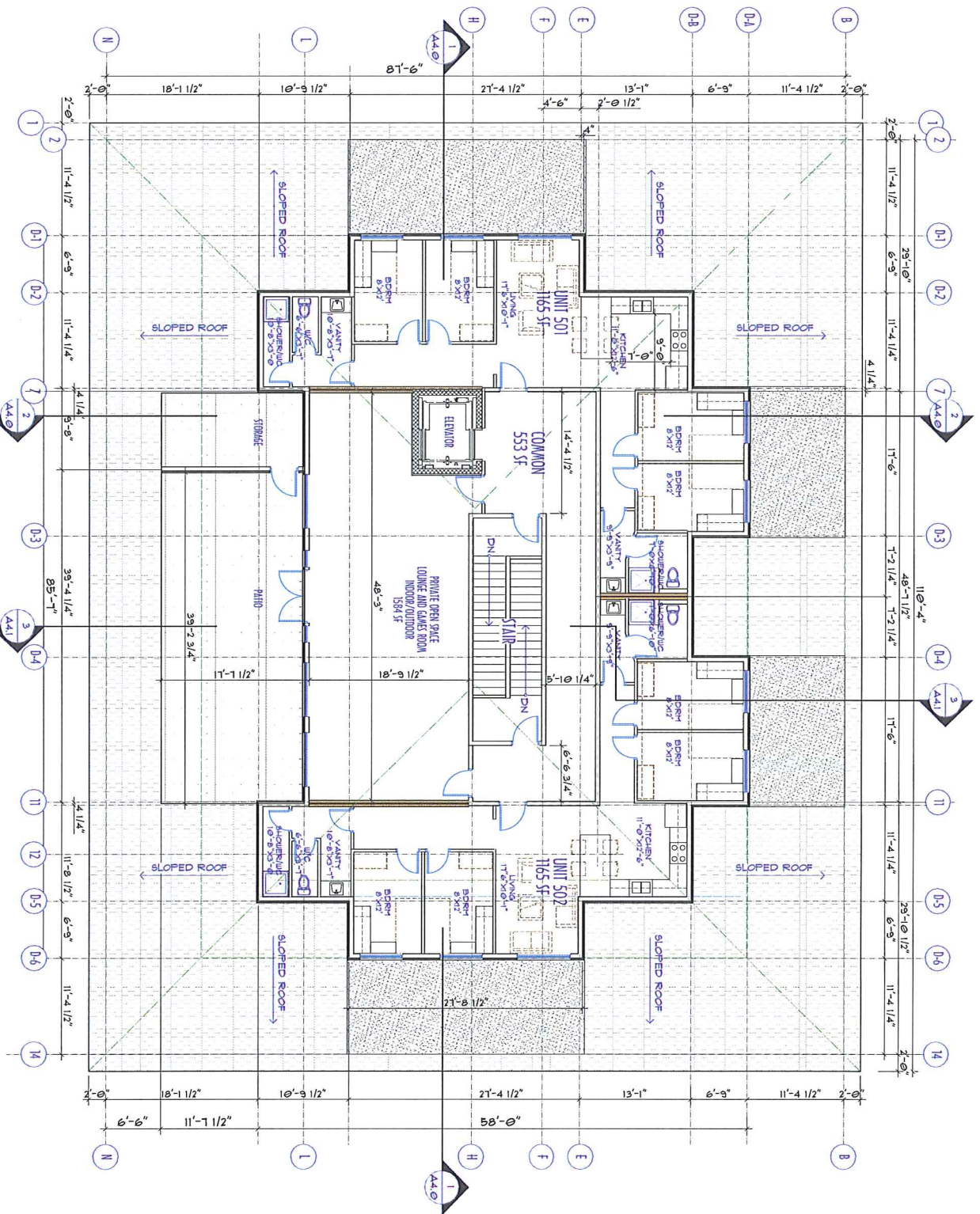
BLUEGREEN
ARCHITECTURE INC.

2501 12 AVENUE SW
SUITE 200
CALGARY, ALBERTA T2C 1A6
P: 403.243.1111 F: 403.243.1112

THE VARSITY STUDENT RESIDENCE

DORMER FLOOR PLAN

DATE: 10/15/2020
SCALE: 3/16" = 1'-0"
ISSUED FOR: PERMITTING / BY: VARSITY
PROJECT: 14356
A2.4



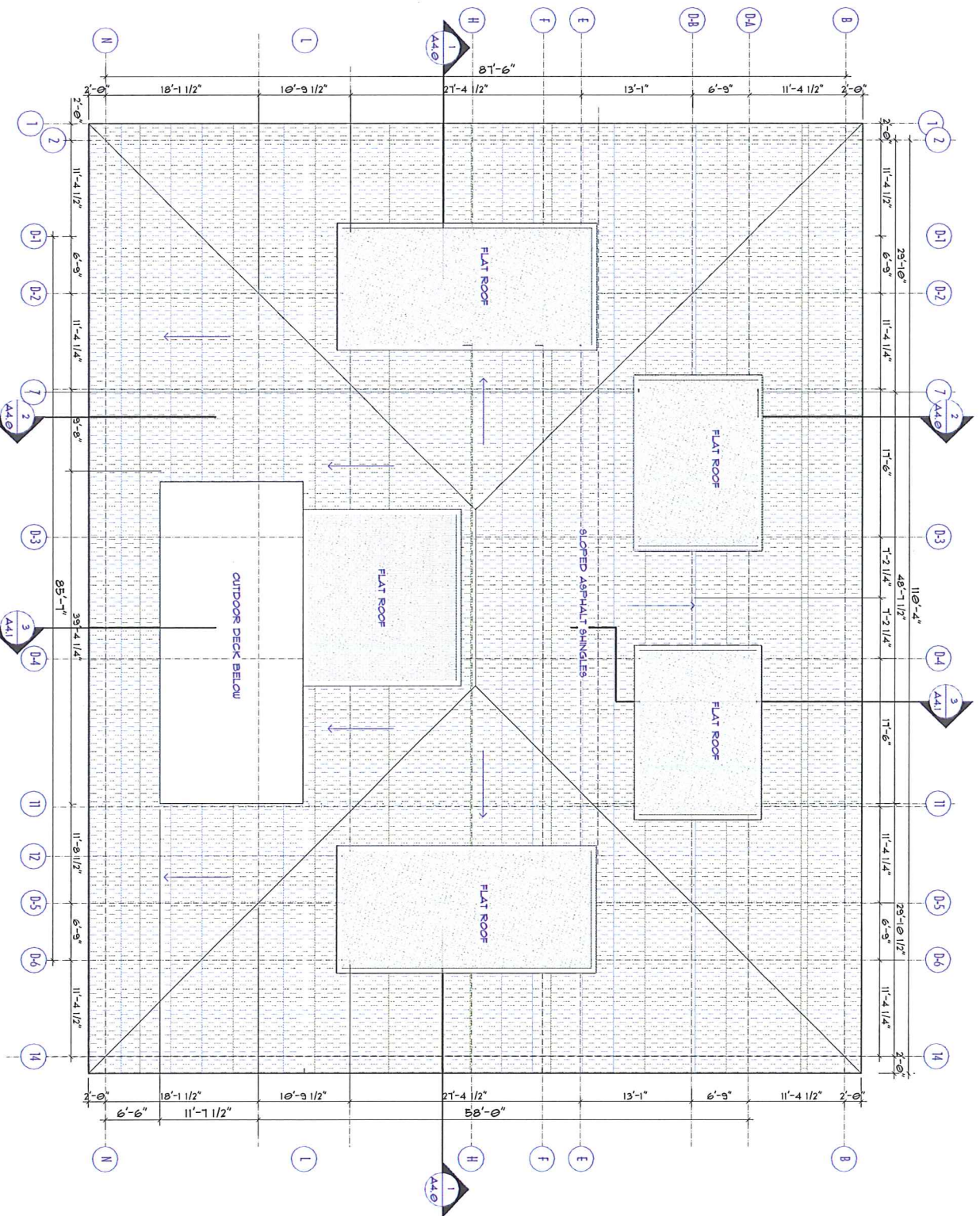


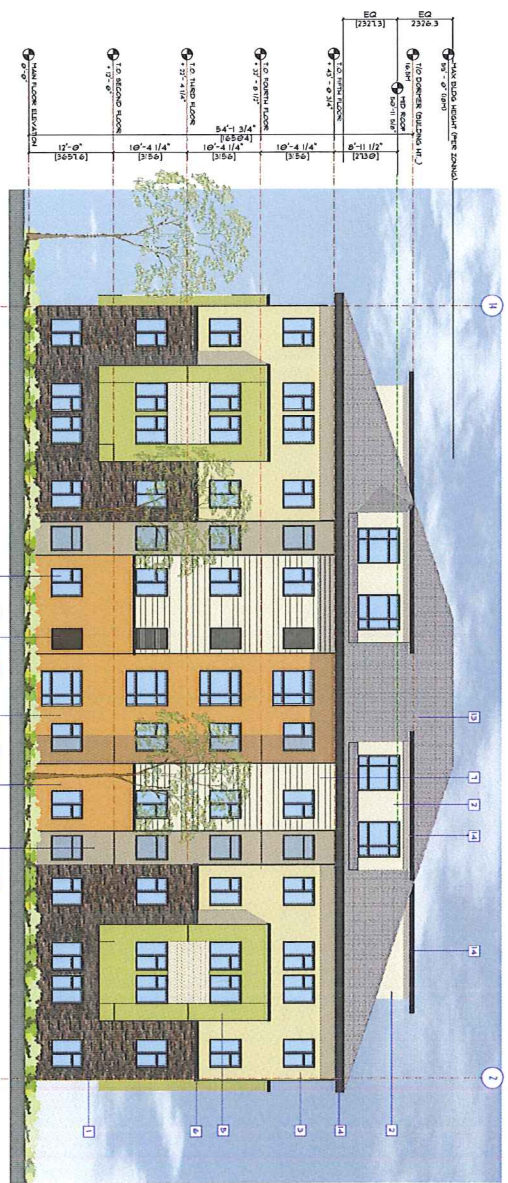
**BLUEGREEN
ARCHITECTURE INC.**
25110 HWY 21, Kalamazoo, MI 49001
TEL: 269.333.3300 FAX: 269.333.3301
WWW.BLUEGREENARCHITECTURE.COM

THE VARSITY STUDENT RESIDENCE

ROOF PLAN

DATE: 2015.03.20
SCALE: 3/16" = 1'-0"
ISSUED FOR: PERMITS / CITY VARIANCE
PROJECT: 14386
A2.5





NORTH ELEVATION - HIGHWAY 33 WEST



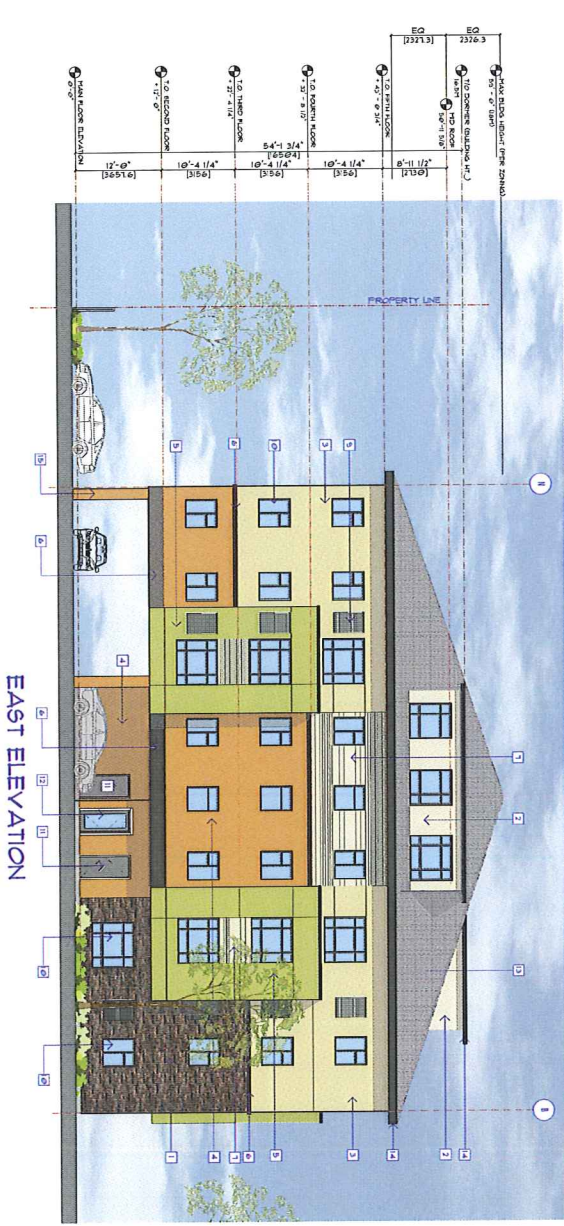
WEST ELEVATION - DUNDAS ROAD

BUILDING COLORS AND FINISHES KEY

1	WATER BRICK
2	MUSCO COLOR 1
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SOUTH ELEVATION



EAST ELEVATION

- BUILDING COLORS AND FINISHES KEY**
- 1 FACE BRICK
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 - 4 STUCCO COLOR 3
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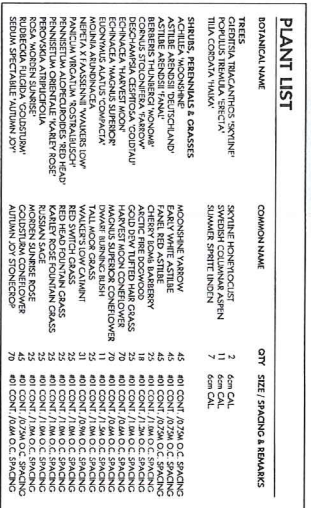
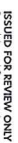


BLUEGREEN
ARCHITECTURE INC.
1000 10th Street, Kelowna, BC V1Y 1A1
Tel: 250.860.1234 Fax: 250.860.1235
www.bluegreenarch.com

THE VARSITY STUDENT RESIDENCE
Kelowna, BC

BUILDING ELEVATIONS

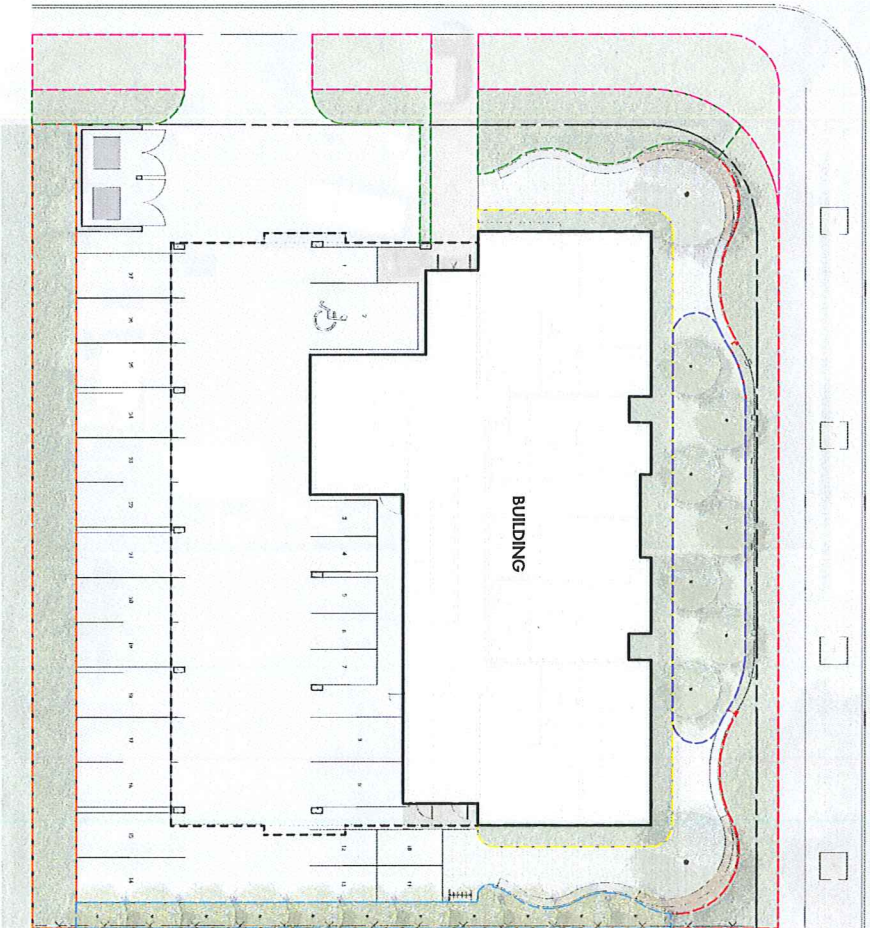
DATE: 2015.03.30
SCALE: 1/8" = 1'-0"
DESIGNED FOR: ARCHITECTURAL REPRESENTATIVE
PROJECT: 1436
A3.1





HIGHWAY 33

BUILDING

[illegible]

LANDSCAPE MAXIMUM WATER BUDGET (W_B) = 621 cu m./yr
ESTIMATED LANDSCAPE WATER USE (W_U) = 517 cu m./year
WATER BALANCE = 104 cu m./yr

[illegible]

**THE VARSITY
STUDENT RESIDENCE**
Kalamazoo, DC
DAVID C. THIRP
**IRRIGATION WATER
CONSERVATION PLAN**

EQUID HOV, HVELLN	
1	15.08.17
2	
3	
4	
5	

PROJECT ID	1006
DISC BY	FB
DATA BY	SP
CHECKED BY	FB
DATE	AUG 17 2013
SCALE	1:25

975



FIFTEEN CHAIRS

12/2

ISSUED FOR REVIEW ONLY

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OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

August 17, 2015

the VARSITY Student Residence
C/o Unico One Developments Ltd.
101-1865 Dilworth Drive
Kelowna, BC V1Y 9T1
Attn: David Hallonquist

Re: Proposed Student Residence Development – Preliminary Cost Estimate for Bonding

Dear David:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the VARSITY Student Residence conceptual landscape plan dated 15.08.17;

- 621 square metres (6,684 square feet) of improvements = \$47,533.50

This preliminary cost estimate is inclusive of trees, shrubs, turf, mulch, 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

Date: August 6th, 2015

The Varsity Student Housing

Hwy33/Dundas Street

Contact: Dave Hallonquist

Exterior Finishing:

Preliminary Colours:

Paint:

- **Green:** herbal wisdom 1964 General paint (Stucco)
- **Terracotta:** Brandywine 7710, Sherwin-Williams (Stucco)
- **Cream:** morrisson 1008 General paint (Hardi Board)
- **Tan:** Stonebriar 7693 Sherwin-Williams (Stucco)
- **Dark Trim:** Peppercorn 7674, Sherwin-Williams (Hardi or Stucco)

Brick:

- High desert used brick (Cultured stone)

Windows:

- Dark Gray Metal

Metal Fascia:

- Gentek Iron Ore

Soffits:

- Gentek Iron Ore

CITY OF KELOWNA
BYLAW NO. 11165
Z15-0046 - Unico One Developments Ltd., Inc. No.
BC0990537
125 Dundas Road and 815 Hwy 33 W

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, Section 22, Township 26, ODYD, Plan 19344 Except Plan 39372 located on Hwy 33 W, Kelowna, B.C. and Lot B, Section 22, Township 26, ODYD, Plan 19344 Except Plan 39372 located on Dundas Road, Kelowna, BC, from the RU1 - Large Lot Housing zone to the RM5 - Medium Density Multiple Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: 11/16/2015

RIM No. 1250-30

To: City Manager

From: Community Planning Department (AC)

Application: Z15-0049 **Owner:** Davara Holdings Ltd. (Dave Sargent)

Address: 305 Homer Rd **Applicant:** Davara Holdings Ltd. (Dave Sargent)

Subject: Rezoning Applications

Existing OCP Designation: MRL - Multiple Unit Residential (Low Density)

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RM3 - Low Density Multiple Housing

1.0 Recommendation

THAT Rezoning Application No. Z15-0049 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 27, Township 26, ODYD, Plan 18004, located at 305 Homer Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the following:

1. To the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated November 2nd 2015.

2.0 Purpose

To rezone the subject properties to the RM3 - Low Density Multiple Housing zone.

3.0 Community Planning

Staff supports the proposed rezoning application. The Official Community Plan (OCP) identifies the area as MRL (Low Density Multiple Residential). A rezoning to the RM3 zone and the initial proposal for rental housing meets many of the goals of the OCP. Adding additional density within close proximity to Ben Lee park, the multi-use corridor on Houghton, the Rutland urban centre, and the Heritage Christian School achieves many of the sensitive infill goals outlined in the OCP.

Rental housing, especially 3-bedroom units are in great demand. According to CMHC at the end of 2014 the vacancy rate for 3-bedroom townhouses in the Rutland zone was 0% compared to 2.9% the year prior.

Overall, the residential land use allowed in the RM3 zone fits well on this site. The current proposal needs four variances. The applicant is proposing permeable pavement for the parking stalls to mitigate the site variance and parking setback variances. Staff will provide further details on the merits of the variances and details of the development proposal within the Development Permit and Development Variance Permit report should Council choose to pass third reading.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant notified all of the neighbours within a 50 metre radius and held a public information meeting on Thursday, September 24th 2015. The applicant chose to voluntarily hold the public information meeting as Council Policy No. 367 does not consider this rezoning as 'major' application.

4.0 Proposal

4.1 Project Description

The current proposal for the site is a new 9 unit (3-bedroom) rental row-housing development. The proposed building is 2 stories with parking located in the rear and ground-oriented accesses facing the multi-use corridor on Houghton Road. The applicant chose to design a two story building to conform to the surrounding building heights. During Staff's Advisory Design Team meeting, direction was given to the applicant to increase the vertical elements along the Houghton Road facade to break up the massing and increase the visual appeal. The current proposal has four variances:

- 1) Site coverage variance requested;
- 2) Parking setback reduction on southern side yard;
- 3) Increase the roof eave projection limit;
- 4) Reduce the required private open space requirement; identified within the zoning analysis table.

4.2 Site Context


The subject parcels are located within the Rutland Urban Centre adjacent Highway 33. The subject property is designated as Multiple Unit Residential - Medium Density (MRM) in the OCP and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM3 - Low Density Multiple Housing P2 - Education and Minor Institutional	Residential Institutional
East	RM5 - Multiple Unit Residential (Medium Density) RM3 - Low Density Multiple Housing RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing	Residential
West	RM5 - Multiple Unit Residential (Medium Density) RU1 - Large Lot Housing	Residential

Subject Property Map: 305 Homer Road



4.3 Zoning Analysis

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM3
Development Regulations		
Height	7 m / 2 stories	Max 0 m / 3 stories
Building Setbacks		
Front Yard (west)	1.5 m	Min 1.5 m
Side Yard (north)	1.5 m	Min 1.5 m
Side Yard (south)	11.0 m	Min 4.0 m
Rear Yard (east)	7.5 m	Min 7.5 m
Site Coverage	37.0 %	Max 40 %
Site coverage of buildings, parking, & driveways	76.4 % 	Max 60 % or 65% when permeable drive surfaces and parking are provided
FAR	0.7	Max 0.75
Other Regulations		

Zoning Analysis Table		
CRITERIA	PROPOSAL	REQUIREMENTS
		RM3
Minimum Parking Requirements	20 stalls	Min 18 stalls
Setbacks for parking		
Front Yard (west)	3.0 m	Min 3.0 m
Side Yard (north)	20 m	Min 3.0 m
Side Yard (south)	0.3 m ❶	Min 1.5 m
Rear Yard (east)	8.1 m	Min 1.5 m
Roof Eave projection into north setback	1.09 m ❸	Max 0.6m
Minimum Bicycle Parking	Class 1: 5 Class 2: 1	Min Class 1: 5 Min Class 2: 1
Private Open Space	12.5 m ² per unit = 112.6 m ² provided ❹	Min 25 m ² per unit = 225 m ² minimum
❶ Site coverage variance requested; ❷ Parking setback reduction on southern side yard; ❸ Increase the roof eave projection limit; ❹ Reduce the required private open space requirement;		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height, and siting.

Affordable Housing.³ Support the creation of affordable and safe rental, non-market and/or special needs housing.

Residential Land Use Policies.⁴ Address the needs of families with children through the provision of appropriate family oriented housing.

- **Policy 1 Ground-Oriented Housing.** Encourage all multiple-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms so as to provide a family housing choice within the multi-unit rental or ownership markets. High density residential projects in the Downtown area are encouraged to include a ground-oriented housing component, especially where such can be provided on non-arterial and non-collector streets.

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Objective 10.3, Chapter 10 (Social Sustainability).

⁴ City of Kelowna Official Community Plan, Objective 5.23, Chapter 5 (Development Process).

6.0 Technical Comments

6.1 Building & Permitting Department

- a) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
- b) A Building Code analysis is required for the structure at time of building permit applications.
- c) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application.
- d) Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure at time of permit application.

6.2 Development Engineering

- See attached Memo dated October 28th 2015

6.3 Fire Department

- a) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template available online at Kelowna.ca
- b) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivision Bylaw #7900. A minimum of 150litres/sec is required. Should a hydrant be required on this property it shall be deemed private and shall be operational prior to the start of construction.
- c) Fire Department access is to be met as per BCBC 3.2.5.6
- d) There shall be one address for this complex with unit numbers assigned to each townhouse. A visible address must be posted as per City of Kelowna By-Laws
- e) Dumpster/refuse container must be 3 meters from structures or if inside the parking garage, it shall be enclosed within a rated room

6.4 FortisBC Inc - Electric

- There are primary distribution facilities along Hwy 33 and south of the subject along Dundas Road. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.
- Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.
- In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

6.5 Ministry of Transportation

- Preliminary Approval is granted for the rezoning for one year pursuant to Section 52(3)(a) of the Transportation Act.

7.0 Application Chronology

Date of Application Received: September 21st 2015
Date of Public consultation: September 24th 2015

Report prepared by:

Adam Cseke, Planner

Reviewed by:



Terry Barton, Urban Planning Manager

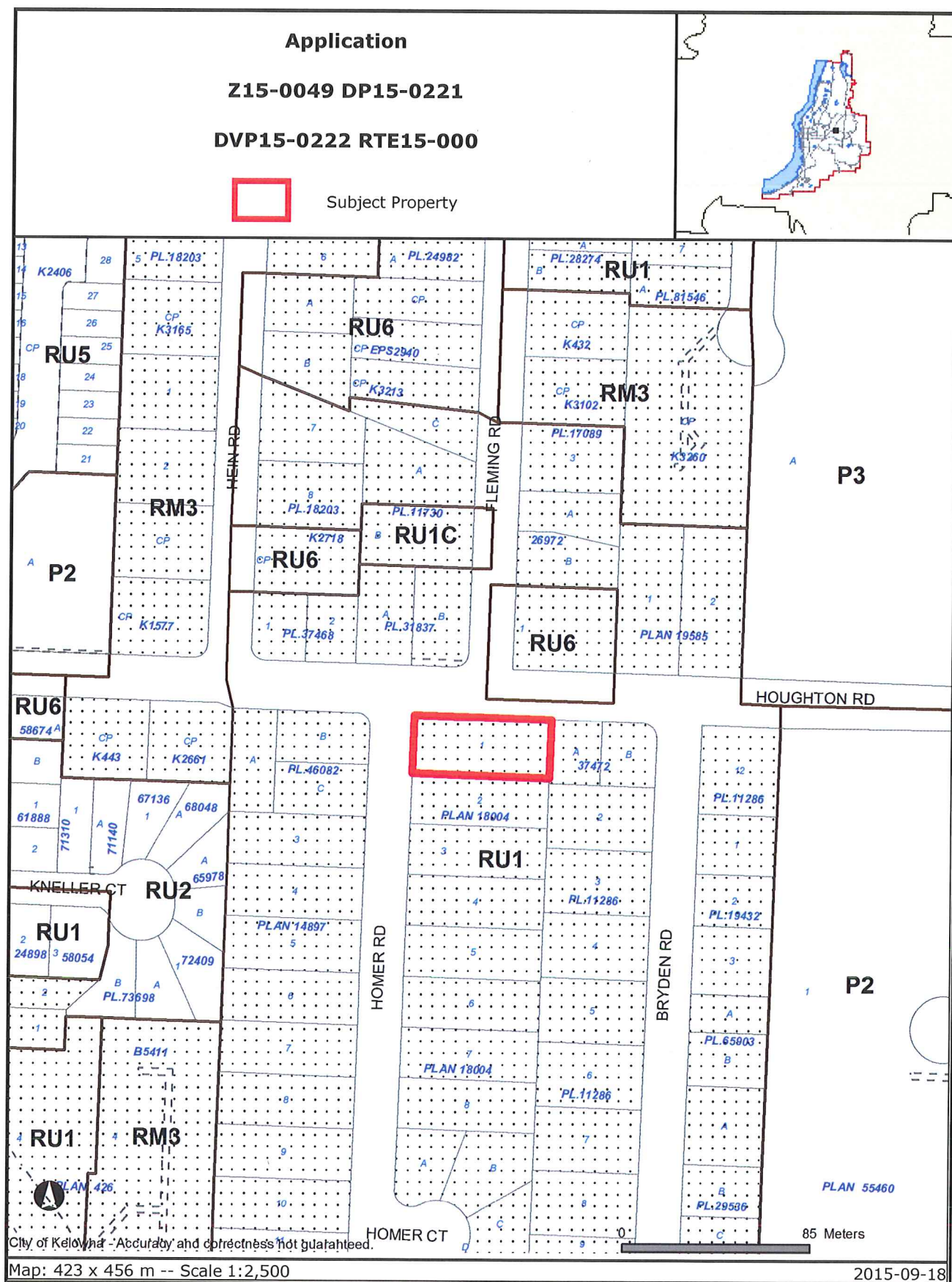
Approved by:



Ryan Smith, Community Planning Manager

Attachments:

Subject Property Map
Development Engineering Comments dated October 28th 2015 (Attachment 'A')
Applicant's rationale
Public Notification summary
Application Package



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

CITY OF KELOWNA

MEMORANDUM

Date: October 28, 2015
File No.: Z15-0049

To: Community Planning (AC)

From: Development Engineering Manager

Subject: 305 Homer Rd

RU1 to RM3

Development Engineering Department have the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori

1. Domestic Water and Fire Protection

- (a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs are to be paid directly to the BMID. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements.
- (b) A water meter is mandatory as well as a sewer credit meter to measure all the irrigation water. Water meters must be housed in an above-ground, heated, accessible and secure building, either as part of the main site buildings or in a separate building. Remote readers units are also mandatory on all meters.

2. Sanitary Sewer

- (a) The existing lot is serviced with a 100mm diameter sanitary service. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the new service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of the existing small diameter service and the installation of a new larger service if necessary. The new service should tie in to the main on Homer Rd. The estimated cost of this construction for bonding purposes is **\$8,000.00**

3. Storm Drainage

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.



- (b) Only one service will be permitted for this development. The applicant, at his cost, will arrange for the installation of one new overflow service. The estimated cost of this construction for bonding purposes is **\$5,000.00**

4. Road Improvements

- (a) Houghton Rd has been be upgraded to an urban standard along the full frontage of this proposed development. The existing driveway letdowns must be removed and replaced with barrier curb & gutter and landscaping boulevard complete with street trees and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **\$8,000.00**
- (b) Homer Rd must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, separate sidewalk, landscaped boulevard complete with street trees, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **\$25,000.00**

6. Subdivision

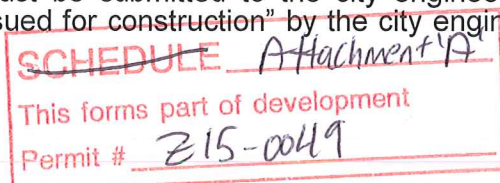
- (a) Grant Statutory Rights Of Way if required for utility services.
- (b) Dedicate 6.0m corner rounding at the intersection of Homer Rd and Houghton Rd.
- (c) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval 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.

7. Electric Power and Telecommunication Services

- a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground.
- b) Streetlights must be installed on Homer Rd if needed.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).

8. Engineering

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the city engineer before construction may begin.



9. Design and Construction

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

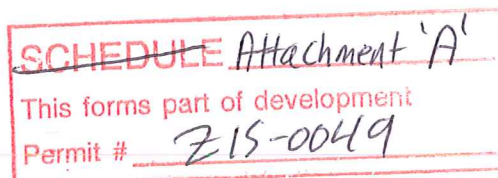
10. Servicing Agreements for Works and Services

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

11. Geotechnical Report

As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, Identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.



- (e) Additional geotechnical survey may be necessary for building foundations, etc.

12. Bonding and Levy Summary

(a) Bonding

Water service upgrades	BMID
Sanitary sewer service upgrades	\$ 8,000
Storm overflow services	\$ 5,000
Houghton Rd frontage improvements	\$ 8,000
Homer Rd frontage improvements	\$ 25,000
Total Bonding	\$46,000.00

NOTE: The bonding amount shown above are comprised of estimated construction costs escalated by 140% to include engineering design and contingency protection and are provided for information purposes only. The owner should engage a consulting civil engineer to provide detailed designs and obtain actual tendered construction costs if he wishes to do so. Bonding for required off-site construction must be provided and may be in the form of cash or an irrevocable letter of credit, in an approved format.

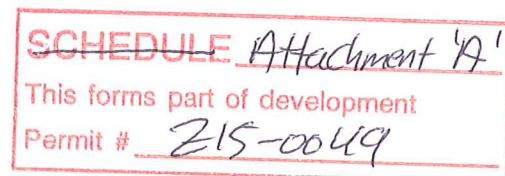
The owner must also enter into a servicing agreement in a form provided by the City.

13. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) The preferred access to the site from Homer Rd as proposed is acceptable.
- (ii) Indicate the locations of loading bays as well as the garbage and recycle bins on the composite plan.

Steve Muenz, P. Eng.
Development Engineering Manager
SS



Davara Holdings Ltd
#1 911 Borden Ave
Kelowna B.C v1y 6a5

City of Kelowna
Planning Department

9/10/2015

RE: Rationale 305 Homer Road Development Proposal

Davara Holdings proposal to develop an infill townhome project along the Houghton Road multi use corridor adheres to the City of Kelowna OCP land use designation, complies with urban design principals, provides ground oriented affordable family housing and follows sustainability initiatives by:

- Selecting a site which conforms to the future land use designation intended for the area and borders the Rutland urban center
- Expanding the City of Kelowna's rental housing options
- Fulfilling the City's goals of promoting infill development along the Houghton multi use corridor
- Contributing to the OCP policy relating to Ground Oriented Housing
- Creating safe family housing within walking distance of parks, schools and amenities
- Conforming to surrounding building heights and massing by remaining below 3 stories
- Siting the building and front doors close to the multi-use corridor to allow for a visual and physical connection between the private and public realm
- Locating all parking to the rear of the site and incorporating landscape buffers to ensure all parking is screened from the multi-use corridor
- Creating enduring, safe solutions through the use of CPTED (Crime Prevention Through Environmental Design) principles
- Abandoning drive aisle let downs currently crossing the multi-use corridor
- Providing an efficient pedestrian focused site plan by reducing the visual impact of hardscape through the use of differing materials and permeable paving treatments
- Supplying attainable housing that appeals to the greatest need group of young families
- Establishing a high standard of comfort and appearance through function, beauty, and visual interest, including construction materials that project an image of value and durability
- Ensuring superior maintenance and operations to create an obvious sense of care and pride for the space, to promote a sense of pride in ownership for the community

RECEIVED

SEP 28 2014

CITY OF KELOWNA
Development Services Department

1090 Houghton Rd
Kelowna, BC
V1X6G8

September 26, 2015

Mayor Basran and Councillors,
Kelowna City Hall
1435 Water Street
Kelowna, BC
V1Y 1J4

Subject: Results of the meeting hosted by the Rutland Residents Association RE: Proposed redevelopment at 305 Homer Rd, Kelowna, BC.

Dear Mayor and City Councillors:

This letter is to inform you of the outcome of the presentation on Thursday, Sept 24, 2014 by David Sargent of Davara Holdings Ltd. The project is to replace the existing home on a single residential lot with 2 story townhomes with individual entrances to each home - no common hallway. The 9 multi-unit homes are designed with the intent to be 3 bedroom rental townhomes.

The 25 people in attendance anxiously anticipated the presentation and the majority were very disappointed in the elongated motel type of building displayed. The appearance of the building appeared to indicate a cheaply constructed box-like structure with very little eye appeal or endearing qualities.

Descriptive terms such as "ugly" and "cheap motel" were heard expressed. In discussion, over multiple concerns by the affected residents were noted as listed below:

1 - Density - 9 Units forced into a confined space would be overwhelming. (Scientists have proven the disastrous effect of such in animal experiments.)

2 - Parking - At 2 vehicles/unit housing, the lot could be overwhelmed, not to mention possible extra vehicles owned by teenaged children and visitors.

3 - Traffic Safety - The proposed vehicular movement (Exit/Entry) will be onto Homer Rd. in close proximity to the multi-purposed walk/bikeway/skateboard path. The frequent vehicle speeders turning the corner onto Homer Rd is already a concern. (We witnessed a near miss of a cyclist today).

4 - Property Values - The potential incidents of conflict ensuing from an over-crowded environment will undermine the "quality of life" that the local residents are entitled to. The affected residents desire a reasonable, normal peace and quiet that other areas of Kelowna experience. The resale of surrounding properties will experience a direct financial hit due to the large number of people (many adults and children) living at close quarters and the potential conflicts that may ensue. The esthetic appearance and serenity in our neighbourhood will be gone forever!

The local residents strongly feel that the city planners should correct their errors of the past (Hein Rd,) and redevelop the large dilapidated lot properties on Nickel Rd. before they undermine any well-established neighbourhood areas.

Thank you for your careful attention and fair consideration and support of your local citizenry.

Yours sincerely,

Peter Harshenin

Member of the Rutland Residents' Association

PS: Living almost directly across the street from 305 Homer Rd, our families will be directly affected by this proposed development.



Kalsbeek, BC

RESERVED FOR FUTURE USE

PROJECT NO	15005
DESIGN BY	FB
ISSUED BY	PC
CHECKED BY	FB
DATE	SEP 4 2015
SCALE	1:100



17/2

ISSUED FOR REVIEW ONLY



- ## NOTES
1. PLANT MATERIAL AND CONTRIBUTION METHODS SHALL MEET OR EXCEED BUREAU STANDARDS.
 2. ALL SORTS/ANALOGOUS SPECIES SHALL BE WANTED BY A FULLY ALIQUOTED TWO-DIMENSIONAL INFORMATION SYSTEM.
 3. TREES AND GRASS PLANTS TO BE PREPARED IN A MEDIUM-GRADE WOOD MOUNT AND PLANT SPECIES TO BE IDENTIFIED BY THE TREE AND GRASS.
 4. TREES AND GRASS PLANTS TO BE PREPARED IN A MEDIUM-GRADE WOOD MOUNT AND PLANT SPECIES TO BE IDENTIFIED BY THE TREE AND GRASS.
 5. TREES AND GRASS PLANTS TO BE PREPARED IN A MEDIUM-GRADE WOOD MOUNT AND PLANT SPECIES TO BE IDENTIFIED BY THE TREE AND GRASS.

[illegible]



BUILDING

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (MW) = 756 cu.in./year
ESTIMATED LANDSCAPE WATER USE (MU) = 315 cu.in./year
WATER BALANCE = 441 cu.in./year

*SEEK ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS.

IRRIGATION LEGEND

- [illegible]

IRRIGATION NOTES

- [illegible]

SUBJECT TITLE

HOMER TOWNHOMES

Kelso, BC

WATER CONSERVATION & IRRIGATION PLAN

EQUINOX 1000 (EQU1-1)	
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SLA:



DRAWING NUMBER

12/2

ISSUED FOR REVIEW ONLY
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GENERAL CONDITIONS

Region/Location	Year	Population (millions)	Urban Population (millions)	Urban % of Total
World	1950	2.5	0.7	28
World	1960	3.0	1.2	40
World	1970	3.7	2.0	54
World	1980	4.4	2.8	64
World	1990	5.3	3.5	66
World	2000	6.1	4.2	69
World	2010	7.0	5.0	71
World	2020	7.9	5.8	73
World	2030	8.8	6.6	75
World	2040	9.7	7.4	76
World	2050	10.6	8.2	77
World	2060	11.5	9.0	78
World	2070	12.4	9.8	79
World	2080	13.3	10.6	80
World	2090	14.2	11.4	80
World	2100	15.1	12.2	81
World	2110	16.0	13.0	81
World	2120	16.9	13.8	82
World	2130	17.8	14.6	82
World	2140	18.7	15.4	82
World	2150	19.6	16.2	83
World	2160	20.5	17.0	83
World	2170	21.4	17.8	83
World	2180	22.3	18.6	83
World	2190	23.2	19.4	84
World	2200	24.1	20.2	84
World	2210	25.0	21.0	84
World	2220	25.9	21.8	84
World	2230	26.8	22.6	84
World	2240	27.7	23.4	84
World	2250	28.6	24.2	85
World	2260	29.5	25.0	85
World	2270	30.4	25.8	85
World	2280	31.3	26.6	85
World	2290	32.2	27.4	85
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World	2330	35.8	30.6	85
World	2340	36.7	31.4	85
World	2350	37.6	32.2	86
World	2360	38.5	33.0	86
World	2370	39.4	33.8	86
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World	2390	41.2	35.4	86
World	2400	42.1	36.2	86
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World	2490	50.2	43.4	86
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World	2540	54.7	47.4	87
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CP COORDINATION	0.15-0.8-10
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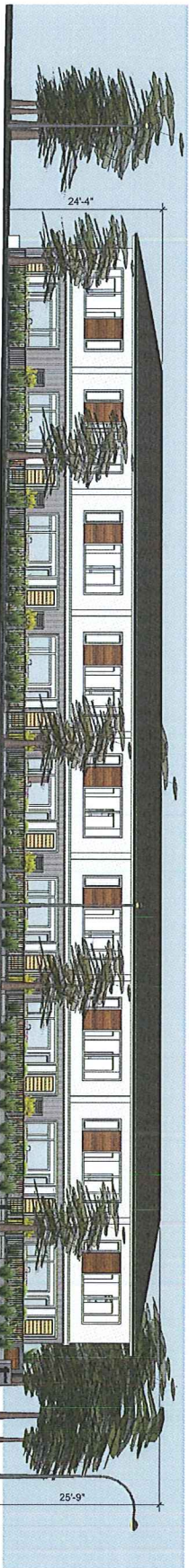
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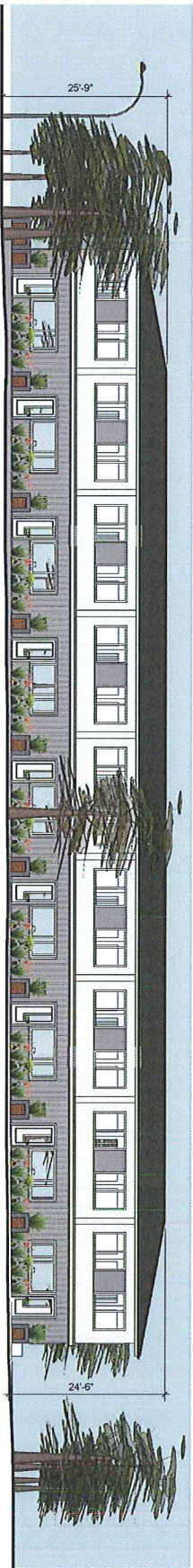
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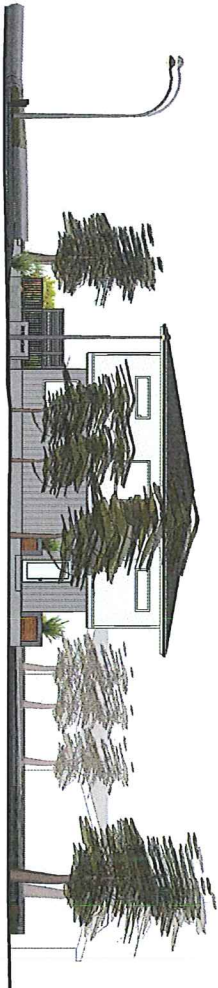
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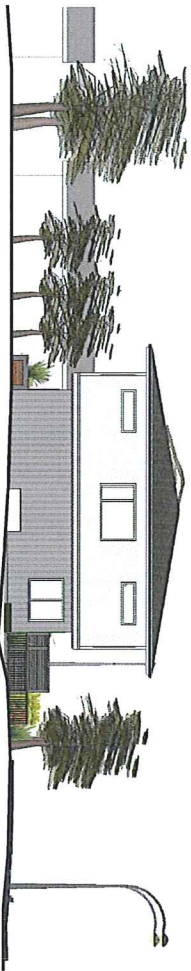
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2D REAR ELEVATION - SOUTH



2D SIDE ELEVATION - WEST - FACING HOMER



2D SIDE ELEVATION - EAST

FINISH MATERIAL LEGEND

- WHITE ACRYLIC STUCCO
- ALUMINUM WOOD GRAIN SIDING - TABLE WALNUT
- BOARD AND BATTEN CEMENT BOARD CLADDING
- ASPHALT SHINGLES
- WHITE VINYL WINDOWS
- ALUMINUM PICKET RAILING
- ALUMINUM PRIVACY FENCING

davara.

GENERAL CONDITIONS:

These drawings are to be used in conjunction with the contract documents and specifications. All work shall be in accordance with the contract documents and specifications. All work shall be in accordance with the contract documents and specifications.

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SITE NORTH PROJECT NORTH

DATE	ISSUED FOR
2015-04-14	FOR CONSTRUCTION
2015-04-14	FOR CONSTRUCTION
2015-04-14	FOR CONSTRUCTION

PROJECT TITLE #1516

Homer Townhomes
305 Homer Road, Raleigh, NC

SHEET TITLE

Elevations - 2D

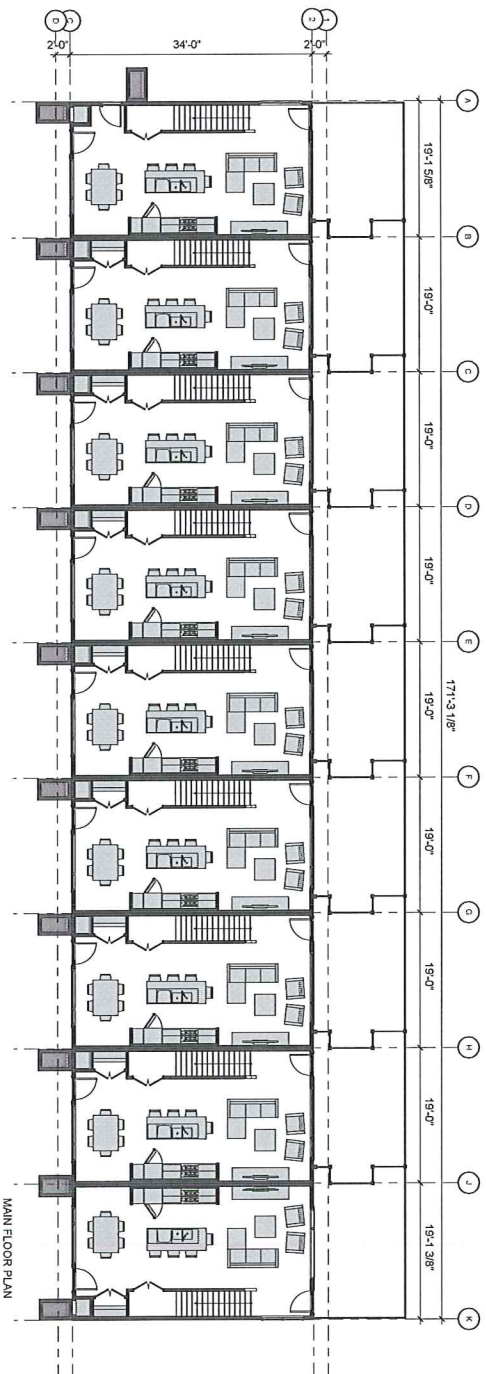
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DRAWING NUMBER

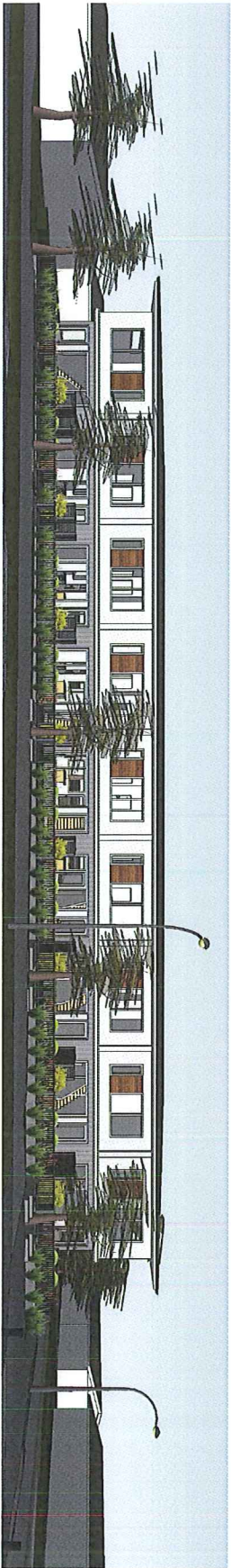
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A2.5



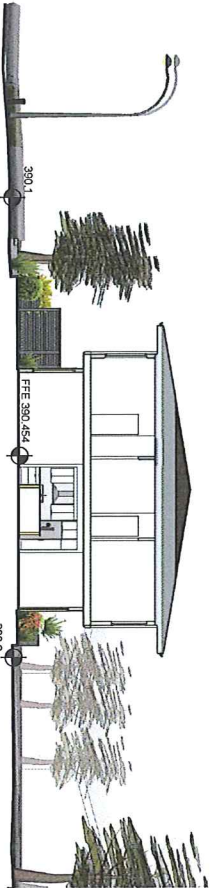
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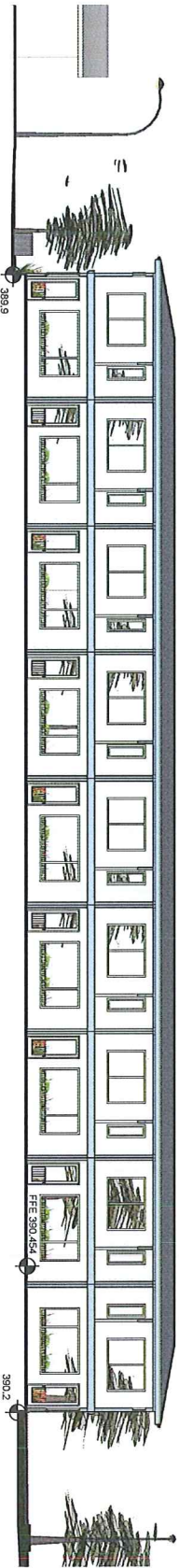
3D FRONT ELEVATION - NORTH - FACING HOUGHTON



3D REAR ELEVATION - SOUTH



SITE SECTION - NORTH-SOUTH



SITE SECTION - EAST-WEST

davara.

GENERAL COMMENTS:

This is a preliminary drawing and is not to be used for construction. It is intended for informational purposes only. The client is responsible for obtaining all necessary permits and approvals. The design is subject to change without notice.

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SITE NORTH PROJECT NORTH

DATE	REVISED FROM
2014-03-10	2014-03-10
2014-03-10	2014-03-10
2014-03-10	2014-03-10

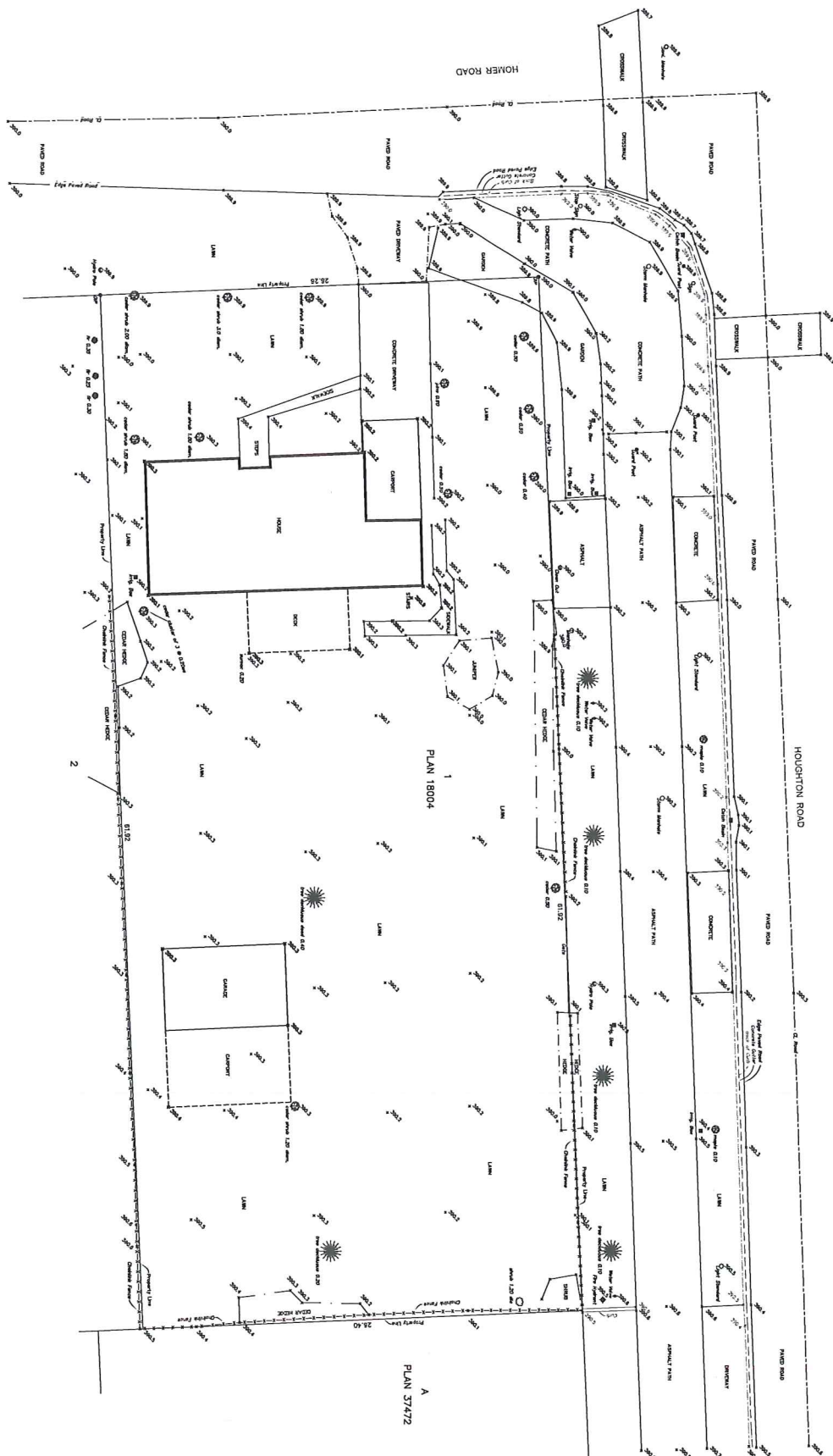
PROJECT TITLE #1510

Home Townhomes
305 Homer Road, Kelowna, BC

3D Elevations and
Site Sections

SCALE 1/8" = 1'-0"

A3.2



SITE PLAN OF LOT 1, SECTION 27, TOWNSHIP 26,
O.D.Y.D., PLAN 18004
(305 HOMER ROAD)

LOT/NO: Description of grounds and any defined from O.D.Y.D. - Section 18004	TITLE: SITE PLAN OF LOT 1, SECTION 27, TOWNSHIP 26, O.D.Y.D., PLAN 18004 (305 HOMER ROAD)	DRAWN BY: RUNNALLS DENBY britain columbie land surveyors 2394 Lawrence Avenue Kelowna, B.C. V1Y 6Z2 Phone: (250)753-7322 Email: info@runnallsdenby.com	SCALE: 1:125 (22 x 34)
		CLIENT: DAVARA HOLDINGS	DATE: May 22, 2015
			DWG: 14299 SITE
			FILE NO: 14299
			REV: 0

CITY OF KELOWNA
BYLAW NO. 11166
Z15-0049 - Davara Holdings Ltd., Inc. No. BC0797640
305 Homer Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1, Section 27, Township 26, ODYD, Plan 18004 located on Homer Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: November 16, 2015

RIM No. 1250-30

To: City Manager

From: Community Planning Department (TC)

Application: OCP14-0022/Z14-0047 **Owner:** Sherwood Mission Developments
Dr. A. Rezansoff

Address: 984 Dehart Road **Applicant:** New Town Planning Services Inc.

Subject: OCP Amendment & Rezoning Extension

Existing OCP Designation: Single/Two Unit Residential (S2RES)

Proposed OCP Designation: Single/Two Unit Residential (S2RES)

Existing Zone: A1 - Agriculture 1

Proposed Zone: RU1 - Large Lot Housing
RU2 - Medium Lot Housing

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Official Community Plan Amending Bylaw No. 11017 and Rezoning Bylaw No. 11018, be extended from October 22, 2015 to October 22, 2016.

AND THAT Council direct Staff to not accept any further extension requests.

2.0 Purpose

To extend the deadline for adoption of Official Community Plan Amending Bylaw No. 11017 and Rezoning Bylaw No. 11018 to October 22, 2016.

3.0 Community Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

In the event that an application made pursuant to this bylaw is one (1) year old or older and has been inactive for a period of six (6) months or greater:

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;
- c) In the case of an amendment application, the City Clerk will place on the agenda of a meeting of Council a motion to rescind all readings of the bylaw associated with that Amendment application.

Section 2.12.2 of the Procedure Bylaw makes provision that upon written request by the applicant prior to the lapse of the application, Council may extend the deadline for a period of twelve (12) months by passing a resolution to that affect.

By-Laws No. 11018 & 11017 received second and third readings on October 22, 2014 after the Public Hearing held on the same date. The applicant wishes to have this application remain open for an additional twelve (12) months to complete the conditions of adoption. Given the recent activity on the application, a final extension to October 22, 2016 is supported.

Report prepared by:

Melanie Steppuhn, Planner

Reviewed by:

☐

Ryan Smith, Community Planning Department Manager

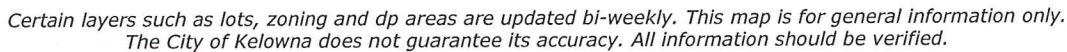
Approved for Inclusion:

☐

Doug Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:

Subject Property Map



Report to Council



Date: November 16, 2015
File: 0710-40
To: City Manager
From: Ross Soward, Planner Specialist
Subject: Rental Housing Grant Recommendation for 2016

Recommendation:

THAT Council receives the report from the Planner Specialist, dated November 16, 2015 regarding the rental housing grant recommendation for 2016;

AND THAT Council approves the 2016 Rental Housing Grants as identified in the report from the Planner Specialist, dated November 16, 2015, in accordance with the Housing Opportunities Reserve Fund Bylaw No. 8593 and Council Policy No. 335.

Purpose:

To consider the proposed Rental Housing Grants for 2016.

Background:

Canada Mortgage and Housing Corporation (CMHC), identifies Kelowna as having one of the lowest apartment vacancy rates in Canada, reporting a 1.5% vacancy rate as of October 2015.¹ The 2015 Kelowna market outlook shows a slight increase in apartment vacancies, but Kelowna's rental housing market remains highly competitive. In response, there is a growing number of multi-family and urban projects that are being developed in Kelowna based on year-to-date applications. Also, the 2015 rental housing grant intake will be the first year since the development of the 2012 *Housing Strategy* where the goal of 300 rental units is achieved.²

Despite the recent and positive response, the 2014 *Annual Housing Report* shows that only 489 purpose-built rental units were developed from 2010-2014, demonstrating the continued importance of encouraging the development of purpose-built rental apartments to increase the supply of rental units and to enhance housing affordability.³ The *Rental Housing Grants*

¹ CMHC, Housing Market Outlook – Kelowna CMA (Fall 2015).

² City of Kelowna, 2012 Kelowna Housing Strategy, p. 6

³ City of Kelowna, 2014 Annual Housing Report, p. 5

program was expanded by Council in 2012 to provide incentives for non-profits or private developers looking to build purpose-built rental housing.

Applications for 2016 grants were required by the end of September 2015 in accordance with Council Policy No. 335. The properties being recommended for rental housing grants in 2016, are as follows:

1. \$75,866 for 78 units at 2065 Benvoulin Rd
2. \$8,753 for 9 units at 310 Homer Rd
3. \$75,866 for 78 units at 1170 Highway 33
4. \$22,370 for 23 units at Highway 33 & Dundas
5. \$53,495 for 55 units Academy Way
6. \$49,543 for 86 units at 1745 Chapman P⁴

The rental housing grants have been established to help offset the cost of DCCs. Based on the rental applications received and the Development Cost Charge (DCC) estimates, the amount the City could authorize for rental housing grants would be \$3,378,745, which is the total estimated cost of DCC's. However, the 2016 budget (subject to final Council approval) provides for \$320,000 in total. On the basis of the projected 2016 budget the recommended grants are summarized in the table outlined below.

Project	Dwelling Units Supported	Recommended Grants	Estimated DCC	Type of Units
2065 Benvoulin Rd	78	\$75,866	\$1,021,176	Non-profit subsidized purpose built rental
310 Homer Rd	9	\$8,753	\$105,379	Purpose-built rental
1170 Highway 33	78	\$75,866	\$703,178	Non-profit subsidized purpose built rental
Highway 33 & Dundas	23	\$22,370	\$268,734	Purpose-built rental
Academy Way	55	\$53,495	\$268,734	Purpose-built rental
1745 Chapman Pl.	86	\$49,543 (capped)	\$1,011,543	Non-profit subsidized purpose built rental
Totals	329	\$285,895	\$3,378,745	

Grant recipients will be notified by letter of the amount of the grant and advised that they need to include a copy of the letter with their building permit application in order to receive DCC credit. Prior to receiving a grant, applicants must enter into a housing agreement with the City for a minimum of ten years. After ten years a request can be made to release the notice of the housing agreement. Discharging a housing agreement early requires Council approval and a subsequent repayment of the grant funding to the City. Requesting an early release of a housing agreement is not likely for provincially subsidized non-profit rental housing. However, requests for early release to facilitate stratification of purpose-built rental buildings can be expected. Letters outlining this process are sent to grant recipients and the letters specify that repayment of the grant is required if the housing agreement is lifted. This process will also be reaffirmed in the housing agreement.

⁴ 1745 Chapman Pl received land for the cost of \$1 from the City of Kelowna. For this reason, the maximum amount payable to the project is capped at \$49,543 (total DCC's less market value of land), as per *Rental Housing Grants Policy No. 335, s. 9*.

In addition to rental housing grants, purpose-built rental housing projects may also make application for property tax exemption. The property tax exemption applies to the municipal share of property taxes on new purpose built rental buildings for a maximum of 10 years, and does not have to be repaid. Applications must be consistent with the OCP and supported by the City in order to be eligible. When the vacancy rate is 3% or less, purpose built rental buildings supported by Council are eligible to apply.

Internal Circulation:

Divisional Director, Community Planning and Real Estate
Manager, Long Range Policy and Planning
Manager, Urban Planning
Department Manager, Community Planning
Director, Financial Services

Legal/Statutory Authority:

Local Government Act, Section 877. (1) (a) 933.1 (1)

Legal/Statutory Procedural Requirements:

Housing Opportunities Reserve Fund By-law No. 8593

Existing Policy:

2030 Official Community Plan

Objective 10.3 Support the creation of affordable and safe rental, non market and /or special needs housing

Policies 10.3.1, 10.3.2, 10.3.3 & 10.3.4

Council Policy no. 355 - Rental Housing Grants

Financial/Budgetary Considerations:

Budgeted funds (subject to final approval) allow for a contribution \$972 per dwelling unit to support the construction of 329 new rental dwellings. \$34,104 will return to the HORF due to the fact 1745 Chapman received a land gift from the City and is only eligible for \$49,543.

Available funds are as follows:

<u>Housing Opportunities Reserve Fund (HORF) - annual budget allocation:</u>	<u>\$200,000</u>
<u>Annual Budget Allocation to Rental Grants to provide partial relief from DCCs</u>	<u>\$120,000</u>
Total Funds Available	\$320,000

Considerations not applicable to this report:

Alternate Recommendation:

Communications Comments:

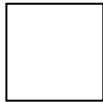
External Agency/Public Comments:

Personnel Implications:

Submitted by:

Ross Soward, Planner Specialist

Approved for inclusion:



Danielle Noble-Brandt, Department Manager Policy &

Planning

cc:

Divisional Director, Community Planning and Real Estate
Manager, Long Range Policy and Planning
Manager, Urban Planning
Department Manager, Community Planning
Director, Financial Services

2016 Rental Housing Grants

November 16, 2015



RENTAL HOUSING MARKET TRENDS

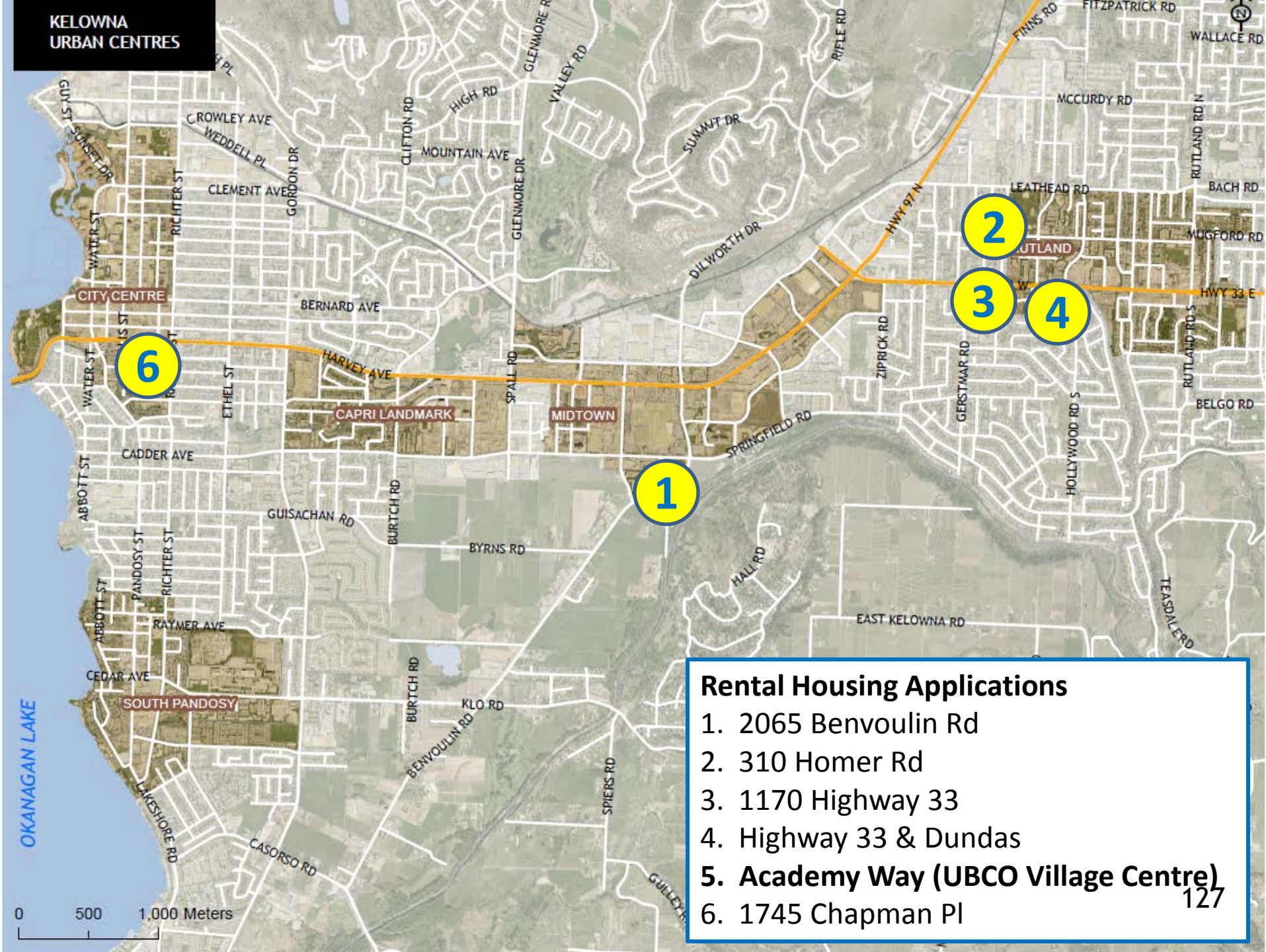
- ▶ Low vacancy rates
- ▶ Significant demand for rental units
- ▶ 489 units built from 2010-14, goal of 300 per year
- ▶ Lack of supply affects affordability

RENTAL HOUSING GRANTS PROGRAM

- ▶ Updated in 2012, provides incentives for purpose-built rental housing
- ▶ Offset costs of DCCs, \$320,000 is set aside annually
- ▶ Guided by Council Policies

RENTAL HOUSING GRANTS PROGRAM

- ▶ Applications received in September 2015
- ▶ Funding is reported to Council & applicants by April 2016
- ▶ At time of building permit issuance, funding applied as a deduction from total charges
- ▶ Funding for last year is 100% allocated



Rental Housing Applications

1. 2065 Benvoulin Rd
2. 310 Homer Rd
3. 1170 Highway 33
4. Highway 33 & Dundas
5. **Academy Way (UBCO Village Centre)**
6. 1745 Chapman Pl

APPLICATIONS FOR 2016 GRANTS

Project	Dwelling Units	Type of Units
2065 Benvoulin Rd	78	Non-profit subsidized purpose built rental
310 Homer Rd	9	Purpose-built rental
1170 Highway 33	78	Non-profit subsidized purpose built rental
Highway 33 & Dundas	23	Purpose-built rental
Academy Way	55	Purpose-built rental
1745 Chapman Pl.	86	Non-profit subsidized purpose built rental
Totals	329	

Total Funds (\$320,000) / Total Number of Units (329) =
Grant Per Dwelling Unit(\$972)

RECOMMENDED 2016 GRANTS

Project	Dwelling Units Supported	Recommended Grants	Estimated DCC
Benvoulin Rd	78	\$75,866	\$1,021,176
310 Homer Rd	9	\$8,753	\$105,379
1170 Highway 33	78	\$75,866	\$703,178
Highway 33 & Dundas	23	\$22,370	\$268,734
Academy Way	55	\$53,495	\$268,734
1745 Chapman Pl.* (see note)	86	\$49,543 (capped)	\$1,011,543
Totals	329	\$285,895	\$3,378,745

*1745 Chapman: received land gift from the City at Central Green which caps the funding this project can receive.

NEXT STEPS

- ▶ Subject to budget approval (2016)
- ▶ Letters to successful applicants (April 2016)
- ▶ Credit on DCC payment with building permit
- ▶ Next intake (Sept 2016)

FINAL THOUGHTS

- ▶ Applications reflect a mix of rental units
- ▶ Importance of providing a range of housing options
- ▶ Meeting goals of Housing Strategy
- ▶ On-going role for the City to play

Report to Council



Date: November 16, 2015

File: 1140-45

To: City Manager

From: M. Olson, Manager, Property Management

Subject: Rutland Arena Concession Lease

Report Prepared by: T. Abrahamson, Property Officer

Recommendation:

THAT Council approves the City entering into a three (3) year Lease Agreement, with Una Mak, for the purpose of operating a food concession at Rutland Arena, with the option to renew for an additional two (2) year term, in the form attached to the Report of the Manager, Property Management dated November 16, 2015;

AND THAT the Mayor and City Clerk be authorized to execute the Lease Agreement.

Purpose:

To enter into a Lease Agreement with Una Mak for a term of three (3) years, with the option to renew for an additional two (2) year term, to operate the food concession service at Rutland Arena.

Background:

The Kelowna Minor Hockey Association (KMHA) has operated the concession leases at Rutland and Memorial Arenas since 2007 in accordance with the City's practice which encourages the facility's major tenant to operate concession contracts. Further to their general meeting in August 2015, KMHA served notice to the City that they did not wish to continue leasing the concession space at both Rutland and Memorial Arenas.

Concession lease opportunities for both locations were advertised in October 2015 followed by an optional information session. Only one bid was received for the Rutland Arena concession lease from Una Mak. The concession lease for Memorial Arena will not be filled for the 2015/16 season and will instead be serviced with vending machines.

In addition to the successful operation of the Apple Bowl and Ben Lee Park food concessions, Una Mak has operated the Rutland Arena skate shop rental concession since 2008 and is very familiar with the arena facility, user groups and patrons.

Key Lease Terms:

- The term of the Lease Agreement is three (3) years plus two (2) one (1) year renewals (at the City's discretion);
- The minimum operating hours are 6:00 am - 4:00 pm on weekends plus all minor, junior and senior hockey and/or lacrosse games and special events during each season; and
- Healthy food choices are a requirement of the Tenant as per BC school guidelines.

Financial/Budgetary Considerations:

The Tenant will pay a lump sum each year plus a percentage of the Tenant's Gross Profit to the City based on the Tenant's annual financial statement no later than September 1st of each contract year, as per the following schedule;

2015/2016 - \$500 Lump Sum + 2.5% of Gross Profit

2016/2017 - \$1,000 Lump Sum + 5% of Gross Profit

2017/2018 - \$1,500 Lump Sum + 5% of Gross Profit

Internal Circulation:

Sport & Event Services Manager
Community Recreation Coordinator

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Existing Policy
Personnel Implications
External Agency/Public Comments
Communications Comments
Alternate Recommendation

Submitted by:

M. Olson, Manager, Property Management

Approved for inclusion: _____ D. Edstrom, Director, Real Estate

Encl. Rutland Arena Concession Lease
Rutland Arena Bid Proposal - Una Mak

cc: D. Nicholas, Sport & Event Services Manager
S. Tarlit, Community Recreation Coordinator

**MUNICIPAL FACILITY LEASE
RUTLAND ARENA CONCESSION**

BETWEEN:

CITY OF KELOWNA, a municipal corporation having
Offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4
(the "Landlord")

OF THE FIRST PART

AND:

UNA MAK
1800 Gallagher Road
Kelowna, British Columbia V1P 1G7

(the "Tenant")

OF THE SECOND PART

TABLE OF CONTENTS

1. Basic Terms, Schedules and Definitions
2. Premises
3. Term
4. Rent
5. Tenant's Covenants
6. Landlord's Covenants
7. Repair, Damage and Destruction
8. Taxes and Other Costs
9. Utilities and Additional Services
10. Licenses, Assignments and Subletting
11. Fixtures and Improvements
12. Insurance and Liability
13. Environmental Matters
14. Subordination, Attornment, Registration, and Certificates
15. Occurrence of Default
16. Tenant's Default, Remedies of Landlord and Surrender
17. Miscellaneous

THIS LEASE, dated the ____ day of November 2015 is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

Basic Terms:

- | | | |
|-----|-------------------------------------|--|
| (a) | Landlord:
Address of Landlord: | CITY OF KELOWNA
City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4
Fax: 250-862-3349
Email: molson@kelowna.ca |
| (b) | Tenant:
Address of Tenant: | UNA MAK
1800 Gallagher Road, Kelowna, BC V1Y 2A5 |
| (c) | Premises: | The areas of the Rutland Arena described as the "Concession and Concession Storage on lands legally described as Lot 38, Plan 264, Sec. 26, Twp. 26 O.D.Y.D. located at 645 Dodd Road, as shown on the attached Schedule "A" |
| (d) | License Area: | N/A |
| (e) | Initial Term:
Commencement Date: | Three (3) years
November 16, 2015 |
| (f) | Renewal Term (if any): | Two (2) x One (1) year terms |
| (g) | Annual Base Rent + Tax: | Year 1 - \$500/annum + 2.5% Gross Profit + GST
Year 2 - \$1,000/annum + 5% Gross Profit + GST
Year 3 - \$1,500/annum + 5% Gross Profit + GST |
| (h) | Property Taxes: | Included in the Lease |
| (i) | Utilities: | Included in the lease. The tenant is responsible for all costs related to telephone. |
| (j) | Permitted Use: | To use the premises for a concession and storage space or other activity as may be properly authorized, in writing, by the Landlord and to operate to the satisfaction of the Landlord and in accordance with any conditions or requirements as may from time to time be detailed by the Landlord, and for no other purpose. The tenant shall not allow sale of tobacco products or alcohol in the premises. |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE	SUBJECT
A	Site Plan of Premises
B	Definitions
C	Landlord & Tenant Responsibility Checklist
D	Certificate of Insurance
E	Healthy Food and Beverage List
F	Scope of Services
G	Bid Proposal

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

18. PREMISES AND LICENSE AREA

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Premises.

19. TERM

3.1 Term

The Term of this Lease, and any related License, shall be for the initial term of Three (3) years, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

3.2 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 12 months prior to the expiration of the initial term of Three (3) years; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial term of Three (3) years observed and performed the covenants and conditions herein contained

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal lease of the Premises for Two (2) terms of One (1) year each upon the same terms and conditions, including Annual Base Rent and Additional Rent as are herein contained.

The lease may be renewed Two (2) times for a total of Five (5) years including the original term.

4. RENT

4.1 Rent

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in sub-clause 1.1(g) for each respective Lease Year.

(b) Additional Rent

In addition, but subject to any operating costs the Landlord expressly agrees to pay for its own account, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

4.2 Payment of Rent

The Rent provided for in this Article shall be paid by the Tenant as follows:

(a) Annual Base Rent

Rent shall be paid for the Premises as set out in 1.1(g).

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

4.3 Rent for Irregular Periods

All Rent reserved herein shall be deemed to accrue from day-to-day, and if for any reason it shall become necessary to calculate the Annual Base Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute the Annual Base Rent for such irregular period.

4.4 Waiver of Offset

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent and agrees to pay such Rent regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

4.5 Application of Payments

All payments by the Tenant to the Landlord under this Lease shall be applied toward such amounts then outstanding hereunder as the Landlord determines and the Landlord may subsequently alter the application of any such payment.

4.6 Net Lease

The Tenant Acknowledges and agrees that it is intended that this Lease shall be a completely net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the specific provisions contained in this Lease, shall pay all charges, impositions, and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly.

4.7 Interest on Overdue Rent

Overdue Rent payments shall be interest at the current Bank of Canada lending rate effective from the date the amount is due.

5. TENANT'S COVENANTS

5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

To pay the Rent on the days and in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.

(b) Occupancy and Permitted Use

To take possession of and occupy the Premises and commence to carry on business in all or substantially all of the Premises no later than 30 days after the Commencement Date, to use the Premises only for the purpose set out in clause 1(j) herein and not for any other purpose.

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Premises anything which would cause the Landlord's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

(e) Cleanliness

Not to permit the Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein, and at the end of each business day to leave the Premises in a clean and neat condition, to the satisfaction of the Landlord.

(f) Compliance with Laws

To comply at its own expense with all municipal, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises, the condition of the Leasehold Improvements, trade fixtures and equipment installed therein, and the making by the Tenant of any repairs, changes or improvements therein.

(g) Exclusive Sponsorship Agreement

The City reserves the right to enter into an exclusive sponsorship agreement and the Tenant will honour the terms of any such agreement.

(h) Installations

To permit the Landlord during the Term, at the Tenant's cost, to install any equipment in or make alterations to the Premises necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in sub-clause 5.1(f) and imposed after completion of the Landlord's original construction of the Premises.

(i) Overholding

That if the Tenant shall continue to occupy the Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly base rent equal to 125% of the Annual Base Rent payable by the Tenant as set forth in Article 4 during the last month of the Term. The monthly tenancy shall be (except as to the length of tenancy) subject to the provisions and conditions herein set out.

(j) Signs

Not to display, place, or affix any sign except in accordance with the regulations of the Landlord.

(k) Inspection and Access

To permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises for the

purpose of inspection or making repairs, alterations, or improvements to the Premises as the Landlord may deem necessary or desirable, or as the Landlord may be required to make by law. The Landlord shall be allowed to take into the Premises all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations or improvements are being made by reason of interruption of the business of the Tenant. The Landlord shall exercise reasonable diligence as to minimize the disturbance or interruption of the Tenant's operation.

(l) Showing Premises

To permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during the normal business hours of the last three months of the Term.

(m) Conduct of Business

In addition to the Scope of Services outlined in Schedule F attached, the Tenant shall operate the concession in accordance with Province of British Columbia Food Premises Regulations and guidelines. The Tenant must operate from the Premises only:

- ii) The Tenant and Landlord shall jointly create a schedule for when the concession will be open for business, and the Tenant shall then post a schedule of regular hours of operation within the Premises.
- iii) The Lessee will work closely with City staff to implement the Healthy Food and Beverage Check Mark System (attached as Schedule E).
- iv) The Tenant will clean up litter within the lobby and outside deck area of the Rutland Arena. The Tenant shall be totally responsible for the removal and disposal of garbage from identified containers within the lobby and outside deck area and supply and insert plastic liner bags in these containers at the end of each business day or more frequently as business dictates. Disposal bins, for centralizing accumulated garbage will be permitted in the designated areas, and the Tenant shall ensure that in no case shall they be allowed to overflow, become unsanitary or create noxious odours.
- v) The Tenant is responsible for regular and annual maintenance and cleaning of all appliances and fume hoods located within the concession.
- vi) The Tenant is responsible for the payment of all fees associated with the concession operation, including, but not limited to an operating permit fee, business licence fee, application fees, etc.
- vii) Food shall not be served until the menu has been approved by the Landlord.

6. LANDLORD'S COVENANTS

6.1 Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

Provided the Tenant pays the Rent hereby reserved and performs its other covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Premise for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully, claiming by, from, through, or under the Landlord.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Landlord's Repairs

The Landlord covenants with the Tenant that the major building components will be maintained in a good and reasonable state of repair, consistent with the general standards of structures of similar age and character in Kelowna. This includes the main structure, roof and mechanical systems. Repairs to the building that have been authorized in advance and in writing by the Landlord and paid for by the Tenant shall be reimbursed to the Tenant by the Landlord. Unauthorized repairs, except in a bona fide emergency, will not be reimbursed.

7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

- (a) subject to sub-clause 7.1 and 7.3(b) to keep in a good and reasonable state of repair subject to reasonable wear and tear, the Premises, including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls;
- (b) that the Landlord may enter and view the state of repair (without having any obligation to do so), and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Premises and License Area in a good and reasonable state of repair, allowing for reasonable wear and tear.

7.3 Abatement and Termination

It is agreed between the Landlord and the Tenant that in the event of damage to the Premises:

- (a) if the damage is such that the Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
 - (i) unless the damage was caused by the fault of negligence of the Tenant or its employees, invitees, or others under its control and the damage is not covered by insurance, from and after the date of occurrence of the damage and until the Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of use and occupancy; and
 - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated

to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence; and

- (b) if the Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then either the Landlord or Tenant may at its option, exercisable by written notice to the Tenant or Landlord, given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Premises and License Area to the Landlord with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

8. TAXES AND OTHER COSTS

8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

- (a) to pay when due, all Property Taxes, business Taxes, business license fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Leased Premises by the Landlord, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Leased Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, and to pay the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Premises that is attributable to any equipment, machinery, or fixtures on the Premises which are not the property of the Landlord or which may be removed by the Tenant;
- (b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Premises; and

8.2 Goods and Services Tax

In accordance with the applicable legislation the Goods and Services Tax applies to this Lease as per the terms contained herein.

9. UTILITIES AND ADDITIONAL SERVICES

9.1 Utilities

Utility costs are included in the monthly rental payments. Telephone costs are to be paid by the Tenant.

10. LICENSES, ASSIGNMENTS, AND SUBLETTING

10.1 General

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises, to another party.

11. FIXTURES AND IMPROVEMENTS

11.1 Installation of Fixtures and Improvements

The Tenant will not make, erect, install, or alter any Leasehold Improvements in the Premises, any safe or special lock in the Premises, or any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Premises, in any case without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. In making, erecting, installing, or altering any Leasehold Improvements the Tenant shall comply with the tenant construction guidelines as established by the Landlord from time to time, and shall obtain all required building and occupancy permits and comply with all laws of all authorities having jurisdiction. The Tenant's request for any approval hereunder shall be in writing and be accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications. All work to be performed in the Premises shall be performed by competent contractors and subcontractors and shall be performed and completed in a good and workmanlike manner.

11.2 Liens and Encumbrances on Fixtures and Improvements

In connection with the making, erection, installation, or alteration of Leasehold Improvements and trade fixtures, and all other work or installations made by or for the Tenant in the Premises, the Tenant shall comply with all of the provisions of the *Builders Lien Act*, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks), shall permit the Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto. The Tenant shall not create any mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 and amendments thereto, or other encumbrance in respect of its Leasehold Improvements or trade fixtures, or permit any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance to attach to the Premise.

11.3 Discharge of Liens and Encumbrances

If and when any builders' or other lien for work, labour, service, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 16.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 16.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

11.4 Removal of Fixtures and Improvements

All Leasehold Improvements in or upon the Premises shall immediately upon affixation be and become the Landlord's property without compensation therefore to the Tenant. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements shall be removed by the Tenant from the Premises or License Area either during or at the expiration or sooner termination of the Term, except that:

- (a) the Tenant may at the end of the Term remove its trade fixtures;
- (b) the Tenant shall at the end of the Term remove such of the Leasehold Improvements and trade fixtures as the Landlord shall require to be removed; and
- (c) the Tenant shall remove its furniture and equipment at the end of the Term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Tenant's purposes or the Tenant is substituting therefore new furniture and equipment.
- (d) all Leasehold Improvements shall be insured by the Tenant as described in Section 12.2 (b) unless otherwise agreed in writing by the Landlord.

The Tenant shall, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises or License Area by the installation and removal.

11.5 Alterations by Landlord

The Landlord reserves the right from time to time to make alterations and additions to the Premises, provided that in exercising any such rights, the Landlord will take reasonable steps to minimize any interference cause to the Tenant's operations in the Premises, but by exercising any such rights, the Landlord shall not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor shall the Tenant be entitled to any abatement of Rent or other compensation from the Landlord.

12. INSURANCE AND LIABILITY

12.1 Tenant To Provide

The Tenant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 12.2 of this Schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the agreement, services and/or occupancy the Landlord advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this agreement, services and/or occupancy until the date that the Landlord certifies in writing completion of the agreement, services and/or occupancy or such further period as may be specified by the Landlord.

12.2 Insurance

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

11. Workers' Compensation Insurance

Covering all employees of the Tenant engaged in the agreement, services and/or occupancy in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

b) Comprehensive General Liability Insurance

12. providing for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident;
 - (ii) providing for all sums which the Tenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this agreement, services and/or occupancy or any operations carried on in connection with this agreement;
13. including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
 - (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

12.3 Automobile Liability Insurance

Covering all motor vehicles, owned, operated and used or to be used by the Tenant directly or indirectly in the performance of this agreement, services and/or occupancy. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

12.3 The Landlord Named As Additional Insured

The policies required by sections 12.1, 12.3 and 12.4 above shall provide that the Landlord is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the Landlord.

12.4 Tenant's Sub-contractors

The Tenant shall require each of its sub-contractors to provide comparable insurance to that set forth under section 2 of this Schedule.

12.5 Certificates of Insurance

The Tenant agrees to submit Certificates of Insurance (Schedule D) for itself and all of its sub-contractors to the REBS of the Landlord prior to the commencement of this agreement, services and/or occupancy. Such Certificates shall provide that 30 days' written notice shall be given to the REBS of the Landlord, prior to any material changes or cancellations of any such policy or policies.

12.6 Other Insurance

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

12.7 Additional Insurance

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

12.8 Insurance Companies

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

12.9 Failure to Provide

If the Tenant fails to do all or anything which is required of it with regard to insurance, the Landlord may do all that is necessary to effect and maintain such

insurance, and any monies expended by the Landlord shall be repayable by and recovered from the Tenant. The Tenant expressly authorizes the Landlord to deduct from any monies owing the Tenant, any monies owing by the Tenant to the Landlord.

12.10 Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Tenant or any sub-contractor shall not be held to waive or release the Tenant or sub-contractor from any of the provisions of the Insurance Requirements or this agreement, with respect to the liability of the Tenant otherwise. Any insurance deductible maintained by the Tenant or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the Landlord will be recovered from the Tenant as stated in section 12.9 of this Part.

12.11 Indemnification and Hold Harmless Clause

The Contractor must indemnify and hold harmless the Landlord, its elected officials, officers, agents and employees (including the Landlord's Representative), from and against all liabilities, losses, damages, personal injury, death, property loss or damage, actions, causes of action, costs (including legal fees and costs) or expenses in connection with loss of, or damage or injury (including death) to, any person or property that occurs in the course of the performance of the Contract, whether suffered, incurred or made by the Contractor or an employee of the Contractor or other party for whom the Contractor is responsible and caused through a willful or negligent act or omission or other actionable wrong of the Contractor, its officers, agents, employees, or subcontractors, or any of their officers, agents or employees, and at its expense the Contractor must defend any and all actions and pay all damages and legal costs and other costs arising therefrom to the extent of its sole or partial fault as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body, apportionment or reimbursement of any such costs not attributed solely or partially to the fault of the Contractor as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body shall be made only following the binding determination by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body.

The Tenant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Indemnitees including but not limited to, damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, services and/or occupancy excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

13. ENVIRONMENTAL MATTERS

13.1 Definitions

For the purposes of this Section and Agreement, the following terms shall have the following meanings:

- a) **“Contaminants”** means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
- b) **“Environment”** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);
- c) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and
- d) **“Release”** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

13.2 Tenant’s Representations and Warranties

The Tenant represents and warrants to the Landlord, and acknowledges that the Landlord is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

- a) except as disclosed to the Landlord in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and
- b) except as disclosed to and approved in writing by the Landlord, the Tenant’s business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Tenant and shall be subject to the provisions of Section 16.1 of this Agreement.

13.3 Condition of Premises

The Tenant acknowledges and agrees that the Landlord has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Tenant under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Premises under this Agreement, the Tenant has performed such investigations of the Premises as it considered appropriate and is satisfied as to their environmental condition.

13.4 Use of Contaminants

The Tenant shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Premises, or any adjacent property to become a contaminated site under Environmental Laws.

13.5 Compliance with Environmental Laws

The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.

13.6 Evidence of Compliance

The Tenant shall promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit or report relating to the Premises conducted by or for the Tenant at any time before, during or after the Term (or any renewal thereof). The Tenant shall, at its own cost at the Landlord's request from time to time, obtain from an independent environmental consultant approved by the Landlord an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the Landlord and shall include any additional investigations that the environmental consultant may recommend. The Tenant shall, at the Landlord's request from time to time, provide the Landlord with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the Landlord.

13.7 Confidentiality of Environmental Reports

The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders

on a need to know basis or with the prior written consent of the Landlord, which consent may be unreasonably withheld.

13.8 Records

The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be reviewed by the Landlord at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.

13.9 Access by Landlord

Without relieving the Tenant of any of its obligations under this Agreement, the Tenant shall, at such reasonable times as the Landlord requires, permit the Landlord to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental investigations, to remove samples from the Premises, to examine and make copies of any documents or records relating to the Premises, to interview the Tenant's employees and to take such steps as the Landlord deems necessary for the safety and preservation of the Premises.

13.10 Authorizations

The Tenant shall promptly provide to the Landlord on request such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authorities regarding the Tenant's compliance with Environmental Laws.

13.11 Notices

The Tenant shall promptly notify the Landlord in writing of:

- a) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the Landlord or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;
- b) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and
- c) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.
- d) the Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws and failure by the Tenant to do so shall authorize, but not obligate, the Landlord to notify the regulatory authorities.

13.12 Removal of Contaminants

Prior to the expiry or earlier termination of this Agreement or at any time if requested by the Landlord or required by any governmental authority pursuant to Environmental Laws, the Tenant shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants, and remediate any contamination of the Premises, or any adjacent property resulting from Contaminants, in either case brought onto, used at or Released from the Premises by the Tenant or any person for whom it is in law responsible. [For greater certainty, the foregoing obligations of the Tenant shall include, without limitation, the treatment of water (including surface and ground water) and the remediation by removal of any soils containing Contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority, being with respect to soils, the standard applicable to property used for [commercial/industrial] purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence.] The Tenant shall provide to the Landlord full information with respect to any remedial work performed pursuant to this section and shall comply with the Landlord's requirements with respect to such work. The Tenant shall use a qualified environmental consultant approved by the Landlord to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment, Lands & Parks in respect of the remediation as are required under Environmental Laws or required by the Landlord, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry. The Tenant agrees that if the Landlord reasonably determines that the Landlord, its property, its reputation or the Premises is placed in any jeopardy by the requirement for any such remedial work, the Landlord may, but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Tenant.

13.13 Ownership of Contaminants

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

13.14 Indemnity

The Tenant shall indemnify and save harmless the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or

asserted against the Landlord or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:

- a) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or
- b) any Release or alleged Release of any contaminants at or from the Premises into the Environment,

related to or as a result of the use and occupation of the Premises by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any person for whom it is in law responsible.

13.15 Survival of Tenant's Obligations

The obligations of the Tenant under this Section (including, without limitation, the Tenant's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Agreement.

14. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

(a) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly entering into possession of the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser or purchasers, mortgagee, or trustee under the terms of this Lease.

(b) Registration

The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease. If the Tenant desires to register under the *Land Title Act*, then all costs of preparing and registering all documents in connection therewith are to be borne by the Tenant.

(c) Certificates

The Tenant agrees with the Landlord that the Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgagee (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of this Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

(d) Assignment by Landlord

In the event of the sale by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

15. OCCURRENCE OF DEFAULT

15.1 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility, the making any repair, the doing of any work or any other thing (other than the payment of Rent) by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfill such obligation or by reason of any statute, law, or regulation of or inability to obtain permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such fulfilment, or by reason of other unavoidable occurrence other than lack of funds, the time for fulfilment of such obligation shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall Rent abate; but nevertheless the Landlord will use reasonable efforts to maintain services essential to the use and enjoyment of the Premises .

15.2 No Admission

The acceptance of any Rent from or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-tenant, assignee, transferee, or otherwise in the place and stead of the Tenant.

15.3 Part Payment

The acceptance by the Landlord of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the Landlord to payment in full of such sums.

16. TENANT'S DEFAULT, REMEDIES OF LANDLORD, AND SURRENDER

16.1 Remedying by Landlord, Non-payment, and Interest

In addition to all the rights and remedies of the Landlord available to it in the event of any default hereunder by the Tenant, either by any other provision of this Lease or by statute or the general law, and the event of default is not remedied within the respective time period for doing so, the Landlord:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Premises to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent; and
- (c) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

16.2 Remedies Cumulative

The Landlord and the Tenant may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant or the Landlord, as the case may be, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or the Tenant, as the case may be, by statute or the general law.

16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- (a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or

- (b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations or other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or
- (c) if without the written consent of the Landlord the Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted sub-tenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or
- (f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Premises from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Tenant or any assignee, sub-tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- (h) if the Landlord shall have become entitled to Terminate this Lease or to re-enter the Premises under any provision hereof;

then and in every such case it shall be lawful for the Landlord thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith.

16.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the Premises notice in writing of such termination. Thereupon, this Lease and the term shall terminate, and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with clause 16.9.

16.5 Right of Termination - No Default

In the event that the Landlord requires the use of the Premises for whatever reason, the Landlord shall have the right to terminate this Lease after giving the Tenant Ninety (90) days notice of the Landlord's intention to terminate.

16.6 Certain Consequences of Termination and Re-entry

If the Landlord re-enters the Premises and License Area or if this Lease is terminated by reason of any event set out in clause 16.3 or 16.5, then without prejudice to the Landlord's other rights and remedies:

- (a) the provisions of this Lease which relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions which occurred prior to the termination, shall all survive such termination;
- (b) in addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Rent for the current month and the next ensuing three months shall immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and
- (c) the Tenant or person then controlling the affairs of the Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, re-letting, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees, and disbursements, the expenses of cleaning and making and keeping the Premises and License Area in good order, and the expenses of repairing the Premises and preparing them for re-letting.

16.7 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any other fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner or lessee of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlords' consent, repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

16.8 Re-letting and Sale of Personalty

Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to its other rights, shall have the right as agent of the

Tenant to enter the Premises and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith), and to receive the Rent therefore, and as the agent of the Tenant to take possession of any furniture or other property thereon, and to sell the same at public or private sale without notice, and to apply the proceeds thereof and any rent derived from re-letting the Premises upon account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

16.9 Surrender on Termination

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease to repair the Premises, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.4, and subject to reasonable wear and tear. At the same time the Tenant shall surrender to the Landlord at the place then fixed for the payment of Rent all keys and other devices which provide access to the Premises, or any part thereof and shall inform the Landlord of all combinations to locks, safes, and vaults, if any, in the Premises.

17. MISCELLANEOUS

17.1 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing, and if to the Landlord, either delivered to an executive officer of the Landlord or delivered or mailed (by prepaid registered mail) to the Landlord at the address set out in sub-clause 1.1(a), or if the Landlord has given the Tenant notice of another address in Canada to which notices to the Landlord under this Lease are to be given, then to the last such address of which the Tenant has been given notice; and if to the Tenant, either delivered to the Tenant personally (or to a partner or officer of the Tenant if the Tenant is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Tenant at the Premises. Every such notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered.

17.2 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease, the Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant, and no verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

17.3 Time of Essence

Time shall be of the essence in this Lease.

17.4 Enurement

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors, and administrators and the permitted successors and permitted assigns of the Tenant.

17.5 References to Tenant

References to the Tenant shall be read with such changes in gender as may be appropriate, depending upon whether the Tenant is a male or female person or a firm or corporation. If the Tenant is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements, and covenants of the Tenant herein and any notice given or deemed to have been given at any time to any such person or entity shall be deemed to have been given at the same time to each other such person and entity.

17.6 Frustration

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this Lease, and notwithstanding any statutory provision to the contrary, the obligations and liability of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

17.7 Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no acceptance of Rent by the Landlord subsequent to a default by the Tenant (whether or not the Landlord knows of the default) shall operate as a waiver by the Landlord, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

17.8 Governing Law and Severability

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Lease shall be Kelowna, British Columbia as long as such venue is permitted by law, and the Tenant shall consent to any application by the Landlord to change the venue to Kelowna, British Columbia of any proceedings taken elsewhere. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

17.9 Captions

The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or of any provision thereof.

17.10 Acceptance

The Tenant accepts this Lease, to be held by it as tenant, and subject to the conditions, restrictions, and covenants above set forth. The acceptance of possession of the Premises shall be conclusive evidence as against the Tenant that at the Commencement Date of the Term the Landlord had duly completed all work required to be completed by the Landlord prior to the Commencement Date of the Term and the Premises were in good order and satisfactory condition for the commencement of the work and business of the Tenant.

17.11 Deposit

If the Landlord is holding any deposit in connection with this Lease, then unless the Landlord agreed in writing to different arrangements at the time the Landlord received the deposit, the deposit shall be held by the Landlord on a non-interest bearing basis to be applied to the Annual Base Rent for that month of the Term during which Annual Base Rent is first payable hereunder.

17.12 Expropriation

If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may at its option give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and all its interest therein, Rent shall abate and be apportioned to the date of termination, the Tenant shall forthwith pay to the Landlord the apportioned Rent and all other amounts which may be due to the Landlord up to the date of termination, and clause 16.9 shall apply. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award to the Tenant, the Landlord shall account therefore to the Tenant. In this clause the word "expropriation" shall include a sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

17.13 Statutory Functions

Nothing contained herein shall impair or affect in any way the exercise by the Landlord of its functions and authority under any enactment, constating document, law, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Lease.

SIGNED, SEALED AND DELIVERED by the Landlord in the presence of:

The City of Kelowna, by its Authorized
Signatories:)

Mayor)

City Clerk)

Witness)


Address)

Occupation)

UNA MAK, Authorized Signatory)

Signature)

Print Name)

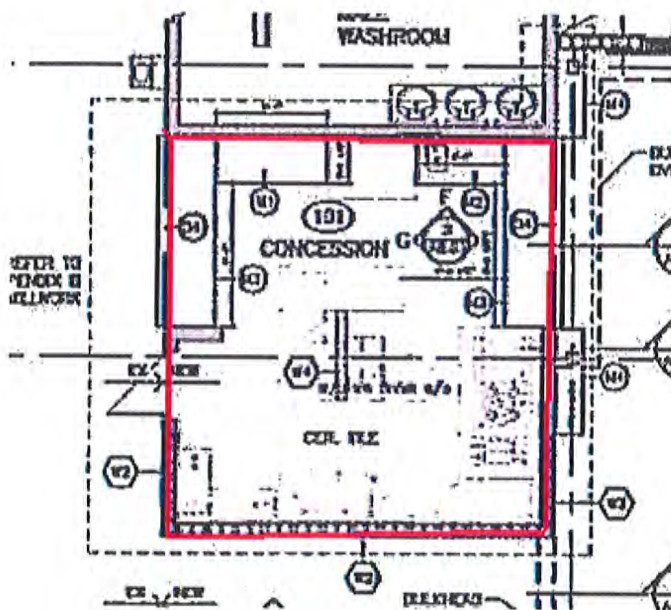
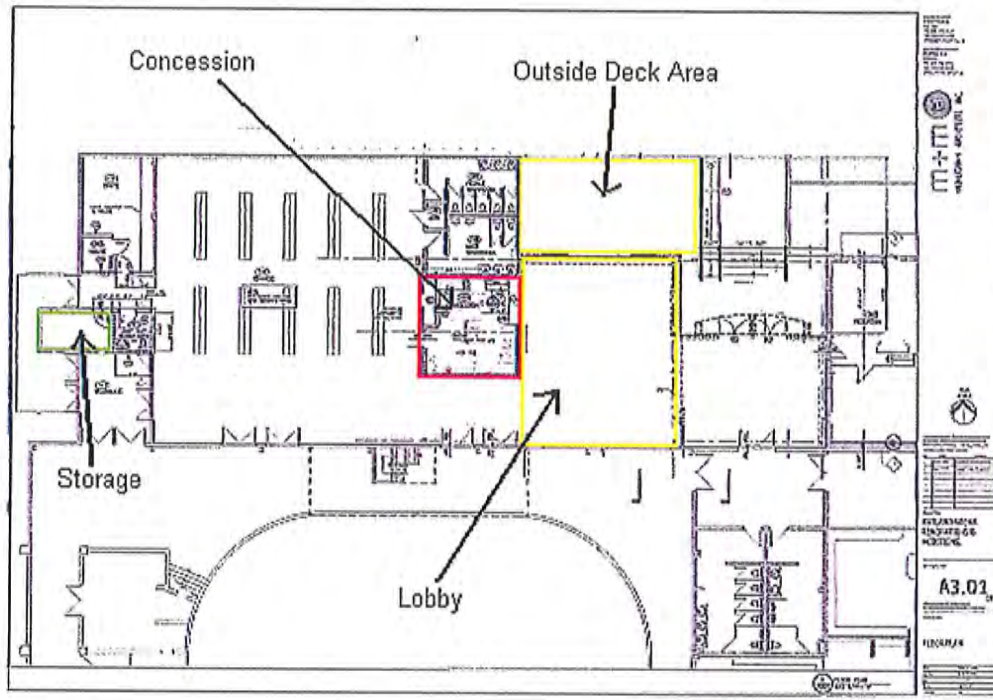


Witness)

Address)

Occupation)

SCHEDULE A
PLAN OF THE LEASED PREMISES



DEFINITIONS

In this Lease the following expressions shall have the following meanings:

"Additional Rent" means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent and Goods and Services Tax payable by the Tenant.

"Annual Base Rent" means the annual Rent set out in sub-clause 1.1(g) and payable by the Tenant as set forth in clause 4.2.

"Basic Terms" means those terms set out in clause 1.1.

"Commencement Date" means the date the term commences as set forth in or determined under sub-clause 1.1(e) and subject to clause 3.2.

"Goods and Services Tax" or "GST" means and includes any and all sales Taxes, value added Taxes, business transfer Taxes, or any other Taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the Rental of the Premises or the provision of any goods, services, or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a Goods and Services Tax, sales Tax, value added Tax, business transfer Tax, or otherwise.

"Insured Damage" means that part of any damage occurring to any portion of the Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 12.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured.

"Land" means that parcel of land on 645 Dodd Road in the City of Kelowna, British Columbia, more particularly described as Lot 38, Plan 264, Sec. 26, Twp, 26 ODYD.

"Lease Year" means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Lease Year, means each 12-month period after the first Lease Year.

"Leasehold Improvements" means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, whether by the Tenant, and the Landlord or anyone else, in the Premises, including all partitions however fixed (including movable partitions) and all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage, but excluding trade fixtures and unattached free-standing furniture and equipment.

"Premises" means the Rutland Arena at 645 Dodd Road as set out in sub-clause 1.1(c) and shown on Schedule A.

"Prime Rate" means the rate of interest declared from time to time by the main branch, Bank of Montreal, Kelowna, British Columbia, to the Landlord as the annual rate of interest.

"Rent" means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for Harmonized Sales Tax payable by the Tenant.

"Taxes" means all Taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed, or assessed against or in respect of the Premises, the Land, which are from time to time levied, imposed or assessed in the future in addition or in lieu thereof, including, without limitation, those levied, imposed, or assessed for education, schools and local improvements.

"Tax Cost" for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year.

Tenant's Share" means the proportion of Taxes attributed to the Premises.

"Term" means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

SCHEDULE C

Tenant Responsibility Checklist UNA MAK – Rutland Arena Concession		Provided by the City, Cost borne by the City	Provided by the City, Cost borne by the Tenant	Provided by the Tenant, Cost borne by the City	Provided by the Tenant, cost borne by the tenant	Does not apply
Boiler operating permits						X
Electrical field safety representative		X				
Electrical operating permit						X
Electrical system preventative maintenance		X				
Electrical system repairs		X				
Electrical/lights – lamp & tube replacement					X	
Elevator equipment repairs						X
Elevator maintenance contract						X
Elevator operating permits						X
Emergency lighting testing & repairs		X				
Exterior doors, windows, facades, etc.		X				
Fire alarm system repairs		X				
Fire alarm system testing & inspection contracts		X				
Fire extinguisher monthly & annual inspections		X				
Fire safety plan and fire drills					X	
Fire sprinkler system repairs						X
Fire sprinkler system testing and inspection contracts						X
Furnishings (maintain & replace)					X	
Garbage removal					X	
HVAC preventative maintenance		X				
HVAC repairs		X				
Insurance – automotive					X	
Insurance – liability					X	
Insurance – property, building		X				
Insurance – tenant owned furnishings & fixtures					X	
Insurance – tenant owned operation equipment, computers, & furnishings					X	
Interior walls, flooring, doors, ceilings, etc.					X	
Internet					X	
Janitorial services & supplies					X	
Kitchen Exhaust Hood preventative maintenance					X	

Kitchen Exhaust Hood repairs				X	
Kitchen Hood Fire suppression system preventative maintenance				X	
Kitchen Hood Fire suppression repairs				X	
Kitchen Hood Fire suppression testing				X	
Landscape maintenance	X				
Licenses & permits				X	
Parking lots – lighting, parking lines, sweeping, asphalt, signage, drainage etc.	X				
Pest control	X				
Plumbing system preventative maintenance	X				
Plumbing system repairs	X				
Recycling program				X	
Roof inspection & maintenance	X				
Roof repairs	X				
Security system	X				
Signage				X	
Snow removal	X				
Taxes	X				
Telephone				X	
Tenant improvements				X	
Tenant improvements – Maintenance				X	
Tree removal	X				
Utilities – electricity	X				
Utilities – natural gas	X				
Utilities – propane	X				
Utilities – water, sewer	X				
Vandalism (exterior)	X				
Vandalism (interior)				X	
Window Cleaning (exterior)	X				
Window Cleaning (interior)				X	

Document Revision History:			
Revision			
1	Description	Revised by	Date

SCHEDULE D



CERTIFICATE OF INSURANCE

City staff to complete prior to circulation

City Dept.: _____
 Dept. Contact: _____
 Project/Contract/Event: _____

Insured

Name: _____
 Address: _____

Broker

Name: _____
 Address: _____

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

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive

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

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

Print Name _____

Title _____

Company (Insurer or Broker) _____

Signature of Authorized Signatory _____

Date _____

Healthy Food Choices - Check mark system

Choose Most ✓✓	Choose Sometimes ✓	Choose Least	Not Recommended
Beverages 50% Foods 70% ¹		Beverages 50% Foods 30% ²	
These items, including whole grain breads and fresh vegetables, tend to be the highest in nutrients, the lowest in unhealthy components, and the least processed.	These items include such things as fruit canned in light syrup, represent choices that are moderately salted, sweetened or processed.	These items including such things as fries tend to be low in key nutrients such as iron and calcium and highly salted, sweetened or processed.	These items, including candies and drinks where sugar is the first ingredient, or the second ingredient after water, tend to be highly processed, or have very high amounts of sweeteners, salt, fat, trans fat or calories relative to their nutritional value.

City of Kelowna staff will work closely with current concessionaires to achieve the above product proportions for packaged products as minimum standards. Percentages are based on BC School Guidelines for Healthy Food and Beverages and the Vancouver Coastal Health Policy.

¹ 70% of product choices from these categories with no more than 35% from the Choose Sometimes category

² 30% of products choices from these categories with no more than 15% from the Not Recommended category

Scope of Services

The Contractor will operate the food concessions during all Kelowna Minor Hockey "Rep" games; all Minor Hockey and Minor Lacrosse tournaments; during all Minor, Junior and Senior Lacrosse games; and during all large special events; including all other special events and tournaments as requested by the City's Manager, Sports & Event Development or his/her designate within the designated areas of Memorial & Rutland Arenas as shown on the plans on the attached as Schedule A.

1. The City will provide the concessions equipped and in the condition as they presently exist.
2. All leasehold improvements, changes to the structure, equipment or décor, installation costs and arrangements will be the responsibility of the Contractor and will require prior written approval by the City.
3. The Contractor shall acquire all necessary permits and shall comply with all Federal, Provincial and Municipal regulations including but not limited to fire, sanitation and traffic. The Contractor shall be responsible for servicing of fire extinguishers.
4. The Contractor will pay for all permits, taxes, utilities and licences.
5. The term of the lease will be for three (3) seasons, being October 1st through August 1st annually, beginning in 2015. The City will entertain lease extensions for a longer season. Should the proponent wish to have a longer term, please clearly identify the lease amount for the above noted designated season, then a separate lease amount for any additional extension.
6. The City shall have an option at its sole discretion to extend the lease for two (2) additional seasons.
7. A minimum daily operation must be from 6am to 4pm on weekends (unless the arena is closed) and during all Kelowna Minor Hockey "Rep" games; all Minor Hockey and Minor Lacrosse tournaments; during all Minor, Junior and Senior Lacrosse games; and during all large special events; including all other special events and tournaments as requested by the City's Manager, Sports & Event Development or his/her designate.
8. Rent shall be received in monthly instalments due and payable in advance of the 15th day of each month of the said season.
9. The Contractor will clean and maintain the premises to the satisfaction of the City, including clean up of litter within a 30 meter radius of the concession area. All paper products used shall be clearly identifiable with the Contractor's operation. The Contractor shall be totally responsible for the removal and disposal of the garbage from the identified containers and supply and insert plastic liner bags in these containers at the end of each business day or more frequently as business dictates.
10. No outside advertising will be permitted without the prior consent of the City.
11. The Contractor will be responsible for all damages other than normal wear and tear.
12. The Contractor will be responsible to communicate with the City of Kelowna Sports and Events Services Department to determine the dates the arenas will be closed for holidays, and as a result will also be closed for the concession operation.
13. The Contractor may not sublet or assign the lease to another party.
14. The Contractor shall provide complete annual financial reports to the City, within 45 days of the end of the season and no later than November 1st of each contract year. The statements will reflect the entire operating season, and a payment in the amount of 2.5% of the gross profits of the concession will

- accompany the statements for the first year to be received by November 1st, 2016, and 5% of gross profits for each contract year thereafter.
15. Proponents must provide healthy food choices as part of their menu as described in Schedule C.
 16. All electrical equipment utilized in the Province of British Columbia must bear a recognized electrical certification prior to use. Application for approval may be made to the BC Safety Authority.
 17. In the event that the City of Kelowna enters into an Exclusive Supplier Agreement with a third party for the provision of "Cold Beverage Products", as described in Schedule D, in the City of Kelowna, the Contractor must, following a minimum of 60 days notice from the City of Kelowna, ensure compliance with the conditions of said agreement. In the event that the contractor is unable to comply with the conditions of the Exclusive Supplier Agreement, the contractor may choose to cancel this agreement without penalty.
 18. Sale of alcoholic beverages is strictly prohibited.

Proposal

Lease Operation At Rutland Arena Concession

Una Mak

1800 Gallagher Road

Kelowna, B.C.

V1P1G7

250.878.3588

unamak@hotmail.com

Introduction:

We've been operating food concessions with the City since 1998 to present, with Ben Lee Park, Swim Bay, Edith Gay Park and Apple Bowl plus also have help out family's Bakery/Restaurant since 1980.

Food Safe and Right to Serve attached

Summary:

We've had great experiences in dealing with thousands of customers during the Sun's football games, school track meets and Kelowna track & field and have never had any problems with the public, the associations or the City.

We also have no problem with extra helpers as family and friends will step in to help at a moment of notice, so long hours on the weekends are not a concern to us but will adjust hours as needed.

Due to the fact that the gross sale or the rent were unknown from the previous operator, and starting up the business will takes some time so we will offer \$500.00 for the 1st season, \$1,000.00 for the 2nd season and \$1,500.00 for the 3rd season and agree to pay the 5% of the gross profit for the 2nd and 3rd season.

Financial:

As for financial wise, my husband Arthur has a full time job for the same company for the pass 13 years so between Apple Bowl and Skate Shop we could say we are pretty stable.

Overall:

We're willing to co-operate with the City to facilitate the Healthy Foods Program and have always provide clean, fast & friendly services to customers and hope we are the right people that the City is looking for to provide the service.

Proposed Starting Menu

Food	Price	Drinks	Price
Grilled Chicken Wrap	\$5.95	Coffee/Tea	\$2.00
Grilled Chicken Salad	\$5.95	Hot Chocolate	\$2.50
Grilled Chicken Burger	\$6.50	Gatorade	\$2.75
Hamburger	\$5.00	Bottle Juice	\$2.75
Cheeseburger	\$5.75	2% Milk	\$2.00
Beef Hot Dog	\$2.75	Slush Puppie	\$2.50
Smokie	\$3.95	Pops \$1.25 to	\$2.50
Baked Fries	\$3.50	Water \$1.25 to	\$2.00
Poutine	\$5.95		
Sandwich \$3.95 -	\$5.95	Snacks	
Nacho & Cheese	\$3.95	Ice Cream Bar	\$2.00+
Fruits \$1.00 to	\$2.00	Pop Corn	\$2.50
Veggie Dip	\$3.95	Candy Bag	\$1.25
Fresh Fruit Cup	\$3.95	Chocolate Bar	\$1.25

*GST is not included in price



100520

UNA MAK

has successfully completed

FOODSAFE Level 1

of the FOODSAFE Training Program

Valid until: July 29, 2018

Issued by:



Interior Health



BC Centre for Disease Control
AN AGENCY OF THE PROVINCIAL HEALTH SERVICES AUTHORITY

Serving It Right

RESPONSIBLE BEVERAGE SERVICE

This is to certify that

una mak

has successfully completed the
Responsible Beverage Service Program.

Certificate No **0000114068S**

Signature: *Una Mak*

CONCESSION LEASE AGREEMENT

Rutland Arena - 645 Dodd Road



CONCESSION LEASE DETAILS

- ▶ Term 3 years (2 - 1 yr renewals at the City's discretion)
- ▶ Operating hours 6:00 am - 4:00 pm on weekends
- ▶ Plus all minor, junior and senior hockey and/or lacrosse games and special events
- ▶ Healthy food choices are a requirement of the Tenant as per BC school guidelines.

FINANCIAL/BUDGETARY CONSIDERATIONS

- ▶ 2015/2016 - \$500 Lump Sum + 2.5% of Gross Profit
- ▶ 2016/2017 - \$1,000 Lump Sum + 5% of Gross Profit
- ▶ 2017/2018 - \$1,500 Lump Sum + 5% of Gross Profit

Report to Council



Date: November 16, 2015
File: 1862-01
To: City Manager
From: D. Duncan, Manager, Parking Services
Subject: Parking Rate, Fine and Fee Adjustments

Recommendation:

THAT Council receives, for information, the report from the Manager, Parking Services, dated November 16, 2015 with respect to Parking Rate, Fine and Fee Adjustments;

AND THAT Council approves base parking rate, fine and fee adjustments, consistent with the City-Wide Parking Management Strategy, effective February 1, 2016, as outlined in the report from the Manager, Parking Services, dated November 16, 2015;

AND THAT Bylaw No. 11167, being Amendment No. 27 to Traffic Bylaw No. 8120, be forwarded for reading consideration.

AND THAT Bylaw No. 11168, being Amendment No. 13 to Bylaw Notice Enforcement Bylaw No. 10475, be forwarded for reading consideration.

Purpose:

To obtain approval from Council for base parking rate, fine and fee adjustments, consistent with the City-Wide Parking Management Strategy, to promote a balanced transportation system, maintain alignment with transit rates, create a competitive marketplace and to ensure adequate parking reserves are maintained.

Background:

In March 2015, Council received a report on Transit Fares and approved a number of changes effective September 1, 2015. In that report, it was noted that adjustments to transit fares would trigger a review of base parking rates to ensure alignment with the Parking Management Strategy is maintained. Active management of both the supply of various types of parking and pricing can serve to discourage single-occupant vehicles and encourage other ways to commute, such as car pooling, cycling, walking and transit.

Parking management is a key consideration when trying to strike a balance between convenience for our citizens and visitors and a reasonable, self-sustaining civic investment in

multi-modal transportation. As part of the City-wide strategy presented on January 27, 2014, Council endorsed 5 guiding principles for parking management. The principles developed in the strategy are aligned with the goals in the City's OCP and will help ensure social, economic and environmental sustainability is achieved.

Application of the Guiding Principles from the City-Wide Parking Management Strategy, for Rate and Fee Adjustments:

1. *The City will focus on excellent short-term parking management to support higher turn-over while maintaining a governing role in long-term parking solutions.*
 - Rates must be sufficient to fund the true cost of providing parking; this will encourage private investment in parking infrastructure and a competitive marketplace.
2. *The parking system will continue to pay for itself (will operate under a user-pay cost recovery model).*
 - Revenue from pay parking will continue to fund all parking operations; including asset renewal, and equipment/infrastructure related to growth.
3. *Focus on customer service and fairness in parking practices by providing options, technologies and information.*
 - Multi-space pay stations continue to be deployed that, along with the "PayByPhone" system, offers multiple payment options for customers and provides merchant validation options.
4. *The City will work with institutions, businesses and developers to plan solutions for parking management.*
 - The City will continue to work toward eliminating subsidization of off-street parking. This will allow private landowners and parking operators to take on a more active role in providing longer-term off-street parking.
5. *Parking will be used to support a balanced transportation system. Parking is part of the larger transportation picture.*
 - Ensuring that parking rates are in alignment with transit rates will encourage greater usage of alternate modes of transportation, when and where possible.

It is important to maintain a pricing foundation for public on- and off-street parking that supports the guiding principles as well as other realities facing the City's parking operations and finances.

A. Balanced Transportation System - Use of Transit (Guiding Principle 5)

Parking rates - what people pay for parking (hourly, monthly and daily) - influences whether people choose to drive, where they choose to park and for how long. Consistent with industry best practices for public parking, the City wants to ensure there is sufficient parking for customers and visitors, while at the same time encouraging people, when possible, to carpool, take transit, bike and/or walk to work, rather than using public parking. Managing the price of on- and off-street parking is a tool available to support these principles. Pricing should evolve with changes in demand, growth and improvements to other modes of travel.

Significant improvements have been made to public transit over the last five years. Rapid bus service is now in place from the West Kelowna town center to UBC Okanagan. The Queensway exchange, in the heart of Downtown Kelowna, has seen major improvements including street reconstruction and new amenities such as the shelter over the center island.

- *Encourage more transit use as well as walking and cycling to major employment areas of the City.* Experience in many cities has indicated that the price of parking can influence an individual's choice to drive or to use an alternative mode of travel. In particular, daily and monthly parking rates set higher than related transit fees encourage people to use transit for work trips.

Table 3 - Current Transit Pricing / Parking Rates Comparison

	Transit	Parking	Difference
Cost / trip or Hour	\$ 2.50	\$ 1.00	(\$ 1.50)
Cost per day or two way travel	\$ 5.00	\$ 5.00	\$ 0.00
Cost per month pass/permit	\$ 70.00	\$ 66.00	(\$ 4.00)

- *Ensure alignment with the Official Community Plan and Council Resolutions:*
 - **Official Community Plan** - Objective 7.11, Policy 1 of the OCP indicates "Work towards a pricing structure where the cost of parking for an hour at a municipal facility (city-owned parkade, off street surface lots and on-street parking) exceeds the price of a single transit trip".

- **Council Resolution** - In August 2001, Council passed a resolution to “Establish a minimum monthly parking rate set at 10% greater than an adult monthly transit pass”. Figure 1 illustrates how current and proposed parking fees relate to transit fares.

Figure 1 - Parking / Transit Rate Matrix



B. Encourage Private Investment - Competitive Market (Guiding Principles 1 & 4)

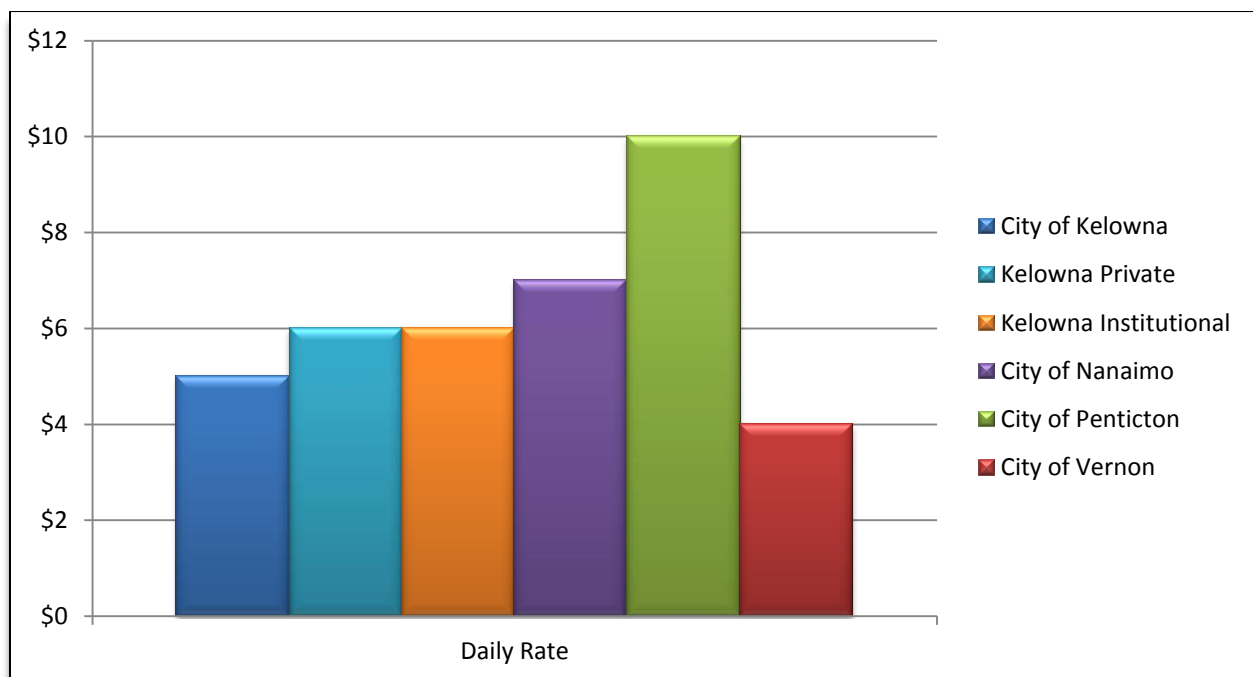
Adjustments to daily and monthly parking rates for off-street parking will move the City toward a more competitive market. Reducing reliance on City operated long-term parking will allow the City to focus on excellent short term parking management. This will encourage private sector investment in long-term parking infrastructure in support of the guiding principles.

CURRENT LOCAL PRIVATE RATES	Monthly	Hourly	Daily
Kelowna Private Lots & Parkades (Median Pricing)	\$85.00	\$1.00	\$6.00

PROPOSED CITY RATES	Monthly	Hourly	Daily
City of Kelowna Owned Lots & Parkades	\$77.00	\$1.00	\$6.00

<i>Difference - City vs. Private</i>	<i>-\$8.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
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Figure 2 -Current Daily Parking Rate Comparison (Public & Private)



In 2015, the City launched projects to expand the Library Plaza Parkade and to construct the new Memorial Parkade. These projects provided an opportunity to determine the true cost of construction for structured parking stalls in Kelowna. To recover construction costs alone will require approximately \$96 per month/per stall over 30 years. Ongoing maintenance and operations costs amount to another \$26 per month/per stall, resulting in required revenues of \$122 per month/per stall. This amount does not include costs for enforcement, land acquisition, major maintenance, future replacement reserve contribution or profit, which is necessary to encourage private investment in parking infrastructure.

Table 1 - Structured Parking Construction Costs - 2015

Facility / Project	Number of Stalls	Budget	Cost Per Stall
Library Plaza Parkade Expansion	197	\$ 7,000,700	\$ 35,537
Memorial Parkade Construction	566	\$ 19,247,850	\$ 34,007
Total/Average - Both Projects	763	\$ 26,248,550	\$ 34,402

Table 2 - Parkade Operating & Maintenance Expenses

Facility	Number of Stalls	Operating & Maintenance	
		Annual	Per Stall
Library Plaza Parkade	471	\$ 145,136	\$ 308
Chapman Parkade	479	\$ 199,211	\$ 416
Memorial Parkade (Estimate)	566	\$ 117,571	\$ 208
Average - All Facilities	505	\$ 153,973	\$ 311

C. User Pay System - Maintain Adequate Parking Reserves (Guiding Principle 2)

In preparation for the 2030 Capital Plan, staff updated financial models for both the Downtown and South Pandosy parking reserves. To ensure funds are available for future investment in infrastructure and major maintenance/renewal, an increase to annual reserve contributions is required. With approval of the recommended rate adjustments, and no additional (unplanned) expenditures, the downtown parking reserve balance is estimated to reach \$2 million by 2025. In 2015, the cost to construct a new 566 stall parkade is over \$19 million.

Figure 3 - Downtown Parking Reserve Estimate (2015-2025)

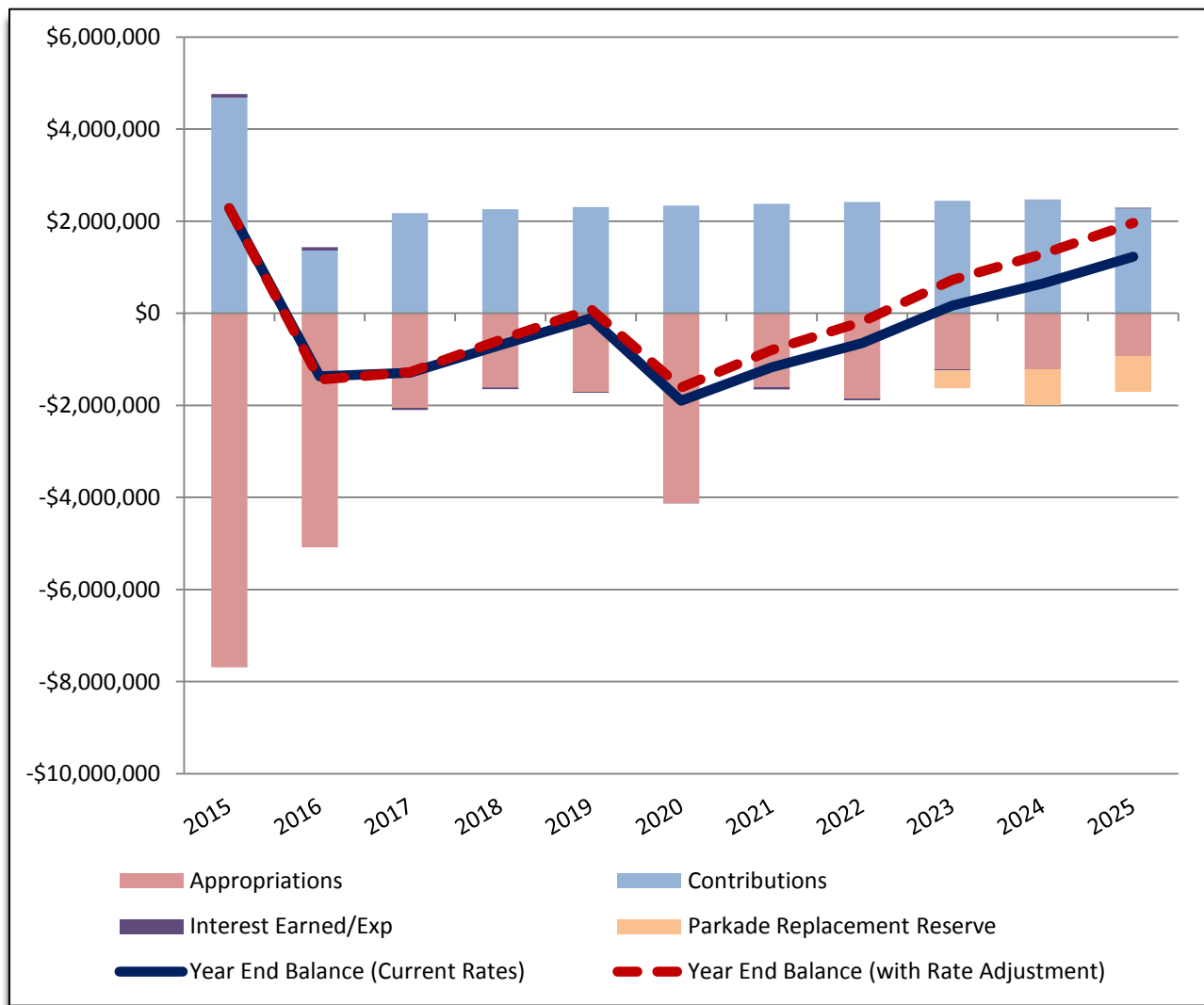
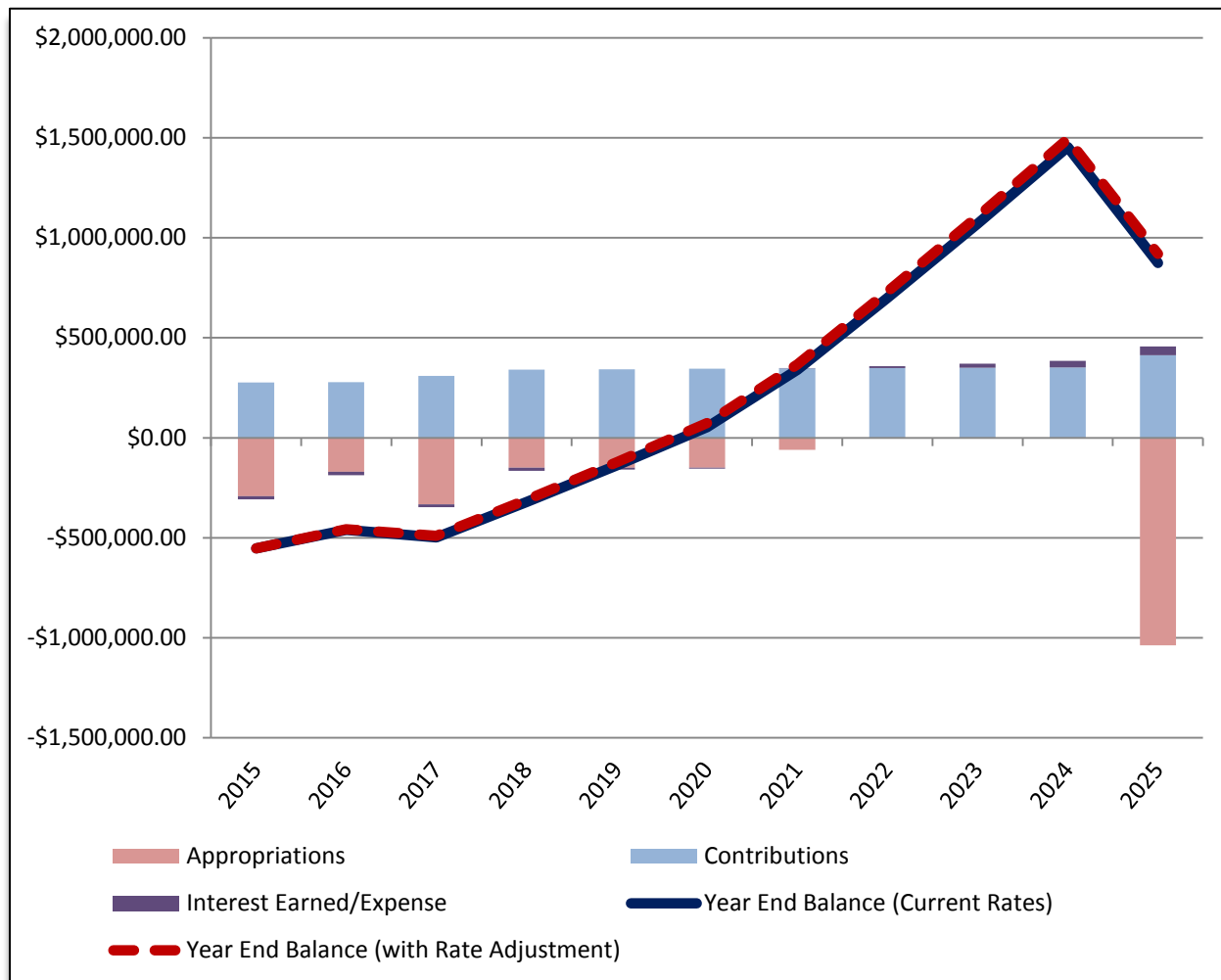


Figure 4 - South Pandosy Parking Reserve Estimate (2015-2025)



Recommendation - Base Parking Rate Adjustments

Based on the reasons highlighted in this report, long-term parking rates should be adjusted to support use of alternate transportation modes, ensure the true cost of providing off-street parking is reflected in pricing and bring City rates in line with those charged in a competitive marketplace. New base rates of \$6 per day, \$62-\$77 per month for random monthly parking and \$116.00 per month for reserved stalls are recommended. No changes to base hourly rates are requested at this time. A detailed listing of rate changes is included in Amendment No. 27 to Traffic Bylaw No. 8120, included with this report. The Traffic Bylaw currently allows for an annual rate adjustment based on the British Columbia Consumer Price Index (CPI), all items value. This adjustment will be applied annually, beginning in 2017.

Table 4 - City-owned Public Parking Rates

Type of Parking	Today	Recommended Base Parking Rates
Off-street		
Hourly	\$ 1.00	\$ 1.00 ¹
Daily	\$ 5.00	\$ 6.00 ²
Monthly	\$ 53.00 to \$ 66.00	\$ 62.00 to \$ 77.00 ³
Reserved	\$ 99.00	\$ 116.00 ⁴
On-street	\$ 1.25	\$ 1.25

1. Off-street parking rates will be set and remain lower than on-street rates to encourage use by short-term customers.
2. Daily rates must, at a minimum, remain higher than the price of a 2 way transit trip (Currently \$5.00) + 10%.
3. The target minimum rate for a monthly parking permit is determined using the current price of an adult monthly transit pass (Currently \$ 70) + 10%. In peripheral areas where demand is lower, a discounted rate set at 80% of the target rate is applied.
4. The minimum monthly rate for reserved stalls is established using the target monthly pass rate (\$77.00) + 50%. Pricing for reserved stalls should reflect the full cost of providing the stall as there is no potential to oversell.

Recommendation - Fine and Fee Adjustments

1. On-Street Parking Permits (“Construction Meter Bags”)

- Prior to on-street parking rate changes, the daily rate for “On-Street Parking Permits” was \$1.00 greater than the cost of parking for a day at an on-street parking meter. This fee is now much less than the cost of parking for a full day. An increase to \$11.00 per day (including taxes) is recommended to correct this imbalance and ensure these permits are utilized only when necessary.

2. Bylaw Offence Notices - Increase Low (Non-Deterrent) Fine Amounts

- Several offences currently have an extremely low fine amount of \$10, which is reduced to only \$5 if paid within 14 days. An increase of the base fine amount from \$10 to \$20 (reduced to \$15 if paid within 14 days) is requested for the following offences:
 - Section 4.1.2(ii) - “Parked Outside Metered Space”
 - Section 4.1.2(ff) - “Parked in Same Block”

3. Bylaw Offence Notices - Early Payment Discount Reduction

- The discounted fine for non-payment of parking is currently \$10 when paid within 14 days. Prior to parking rate adjustments in 2013, this discounted fine was more than double the cost of parking on-street for a full day (\$4). Since on-street rate changes, this discounted fine is now equal to the cost of parking for a full day on-street and no longer serves as a deterrent for non-payment. An increase to the discounted fine amount from \$10 to \$20 is recommended. The change would apply to the following offences:
 - Section 4.1.2(dd) - "Parked Off-Street Parking Without Pass"
 - Section 4.1.2(hh) - "Expired Parking Meter"
 - Section 4.1.2(hh.2) - "Expired Parking Meter - Dispenser"

The base fine amount for these offences is \$30 and will remain unchanged.

4. Accessible Parking Permits

- The City currently charges \$10.50 (including taxes) for accessible permits and offers a replacement permit for \$2.10 (including taxes). These permits are also sold throughout British Columbia by "SPARC BC" (The Social Planning and Research Council, a non-profit charity in BC) at a charge of \$20 (including taxes). This pricing inequity has resulted in an ever increasing number of out of town customers obtaining and renewing their accessible parking permits at the Kelowna City Hall cashiers.
- An increase of the permit fee to \$20 (including taxes) for permanent (valid for 3 years) and temporary permits (valid for the period of temporary disability to a maximum of 1 year) is requested to match the rate charged by SPARC and to ensure equity throughout the province.

5. Bike Parking

- The City currently offers bike locker rentals at \$12 per month. Fees currently charged for this service are not included in the Traffic Bylaw and must be added to formalize this fee.

A minimum of two months notice would be provided by e-mail or regular mail to all monthly parking customers prior to any rate changes taking affect. This notice would allow adequate time for customers to relocate or make other arrangements, if desired. The proposed implementation date for the rate, fine and fee adjustments recommended in this report is February 1, 2016.

Internal Circulation:

Divisional Director, Communications & Information Services
Divisional Director, Corporate & Protective Services
Director, Financial Services
Director, Regional Services
Manager, Policy & Planning Department
Manager, Transportation & Mobility
Manager, Financial Planning
Manager, Bylaw Services
Manager, Revenue Branch
Supervisor, Traffic Operations
Community Engagement Consultant
City Clerk
Legislative Coordinator

Legal/Statutory Authority:

- Community Charter, Section 194(1)
- Parking Reserve Fund Establishment Bylaw No. 7533
- Motor Vehicle Act; Section 124(1) (a), (c) & (f)

Legal/Statutory Procedural Requirements:

Amendment to Traffic Bylaw No. 8120, Schedule "A" (Fees)

Existing Policy:

- Official Community Plan, Chapter 7 (Infrastructure), Objectives 7.6, 7.8 & 7.11
- Council Resolution - Parking rate relationship to Transit Rates, August 13, 2001

Financial/Budgetary Considerations:

Annual Increase to Downtown Parking Revenue	\$ 89,224
Annual Increase to South Padosy Parking Revenue	\$ 4,119
<i>Total Annual Increase to Parking Revenue</i>	<i>\$ 93,343</i>

Personnel Implications:

City staff will re-program affected pay stations and update signage to reflect any approved rate changes.

Considerations not applicable to this report:

External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by: D. Duncan, Manager, Parking Services

Approved for inclusion: D. Edstrom, Director, Real Estate

Attachments:

1. Attachment A - Private Parking - 2015 Kelowna Market Rates

cc: C. Weaden, Divisional Director, Communications & Information Services
R. Mayne, Divisional Director, Corporate & Protective Services
G. Davidson, Director, Financial Services
R. Westlake, Director, Regional Services
D. Noble-Brandt, Manager, Policy & Planning Department
M. Hasan, Manager, Transportation & Mobility
G. King, Manager, Financial Planning
G. Wise, Manager, Bylaw Services
L. Walter, Manager, Revenue Branch
F. Wollin, Supervisor, Traffic Operations
K. O'Rourke, Community Engagement Consultant
S. Fleming, City Clerk
C. Boback, Legislative Coordinator

ATTACHMENT A - KELOWNA PRIVATE MARKET RATES - OCTOBER 2015

PRIVATE SECTOR PARKING RATES

Lot Name	Address	Monthly*	Hourly*	Daily*
Impark Lot 212	594 Bernard Avenue	\$95.00	\$1.00	\$6.00
Impark Lot 272	550 Doyle Avenue	\$75.00	N/A	N/A
Bargain Shop Lot (I214)	1439 St. Paul Street	\$85.00	\$1.00	\$6.00
Impark Lot 216	572 Leon Avenue	\$100.00	\$1.00	\$6.00
Prospera Place (I217)	1223 Water Street	\$75.00	\$1.75	\$6.00
Impark Lot 224	1468 Bertram Street	\$85.00	\$1.00	\$5.00
Flashbacks Lot (I239)	1248 Ellis Street	\$65.00	\$1.75	\$6.00
Impark Lot 241	590 Bernard Avenue	\$85.00	N/A	N/A
Impark Lot 252	235 Queensway Avenue	\$90.00	\$2.00	N/A
Impark Lot 278	542 Lawrence Avenue	\$100.00	\$1.00	\$6.00
Shoppers Drug Mart (I243)	597 Bernard Avenue	\$100.00	N/A	N/A
Grand Hotel/Casino (I255)	1310 Water Street	\$70.00	\$1.75	\$19.00
Richter/Tutt Lot (I274)	2720 Richter Street	\$65.00	\$2.00	N/A
St. Pauls Church (D-K015)	3131 Lakeshore Road	\$50.00	\$1.00	\$4.50
MEDIAN PRICING FOR KELOWNA PRIVATE LOTS		\$85.00	\$1.00	\$6.00

PROPOSED CITY RATES

	Monthly*	Hourly*	Daily*
City Owned Lots & Parkades	\$77.00	\$1.00	\$6.00

Difference - City vs. Private		-\$8.00	\$0.00	\$0.00
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* Where multiple rates are available, the most comparable or average rate is used in this table.

PARKING MANAGEMENT

Rate, Fine and Fee Adjustments - November 2015



AGENDA

- ▶ Guiding Principles
- ▶ OCP
- ▶ Background
- ▶ Parking Rate Theory
- ▶ Competitive Market
- ▶ User Pay System
- ▶ Recommendations
- ▶ Next Steps



FOCUS ON SHORT-TERM PARKING

Focus on excellent short-term parking management to support higher turn-over while maintaining a governing role in long-term parking solutions

Rates must be sufficient to fund the true cost of providing parking. This will encourage private investment in parking infrastructure and a competitive marketplace



SELF-FUNDED SYSTEM

The parking system will continue to pay for itself (will operate under a user-pay cost recovery model)

Pay parking revenue will continue to fund all parking operations including asset renewal and equipment/infrastructure related to growth



CUSTOMER SERVICE AND FAIRNESS

Focus on customer service and fairness in parking practices by providing options, technologies and information

Multi-space pay stations will continue to be deployed that, along with the “PayByPhone” system, offers multiple payment options for customers and provides for merchant validation



WORK WITH INSTITUTIONS, BUSINESSES AND DEVELOPERS

The City will work with institutions, businesses and developers to plan solutions for parking management

The City will continue to work toward eliminating subsidization of off-street parking. This will allow private landowners and parking operators to take on a more active role in providing longer-term off-street parking



SUPPORT A BALANCED TRANSPORTATION SYSTEM

Parking will be used to support a more balanced transportation system

Ensuring that parking rates are aligned with transit will encourage greater usage of alternate modes of transportation

OCP GOALS

- ▶ *“Implement parking management programs that promote reduced car ownership, reduced car trips and increased use of active modes of transportation.”*
- ▶ Reduce community GHGs by 33% by 2020
- ▶ Target pricing for an hour of parking should exceed that of a single transit trip

BACKGROUND

- ▶ March 2015 - Transit Fare report
- ▶ New Transit Rates
 - ▶ \$70 adult monthly pass
 - ▶ \$5 two way transit trip
 - ▶ Effective September 1st 2015
- ▶ Council Report
 - ▶ Identified need to maintain alignment between transit and parking rates
 - ▶ Parking minimum 10% above transit

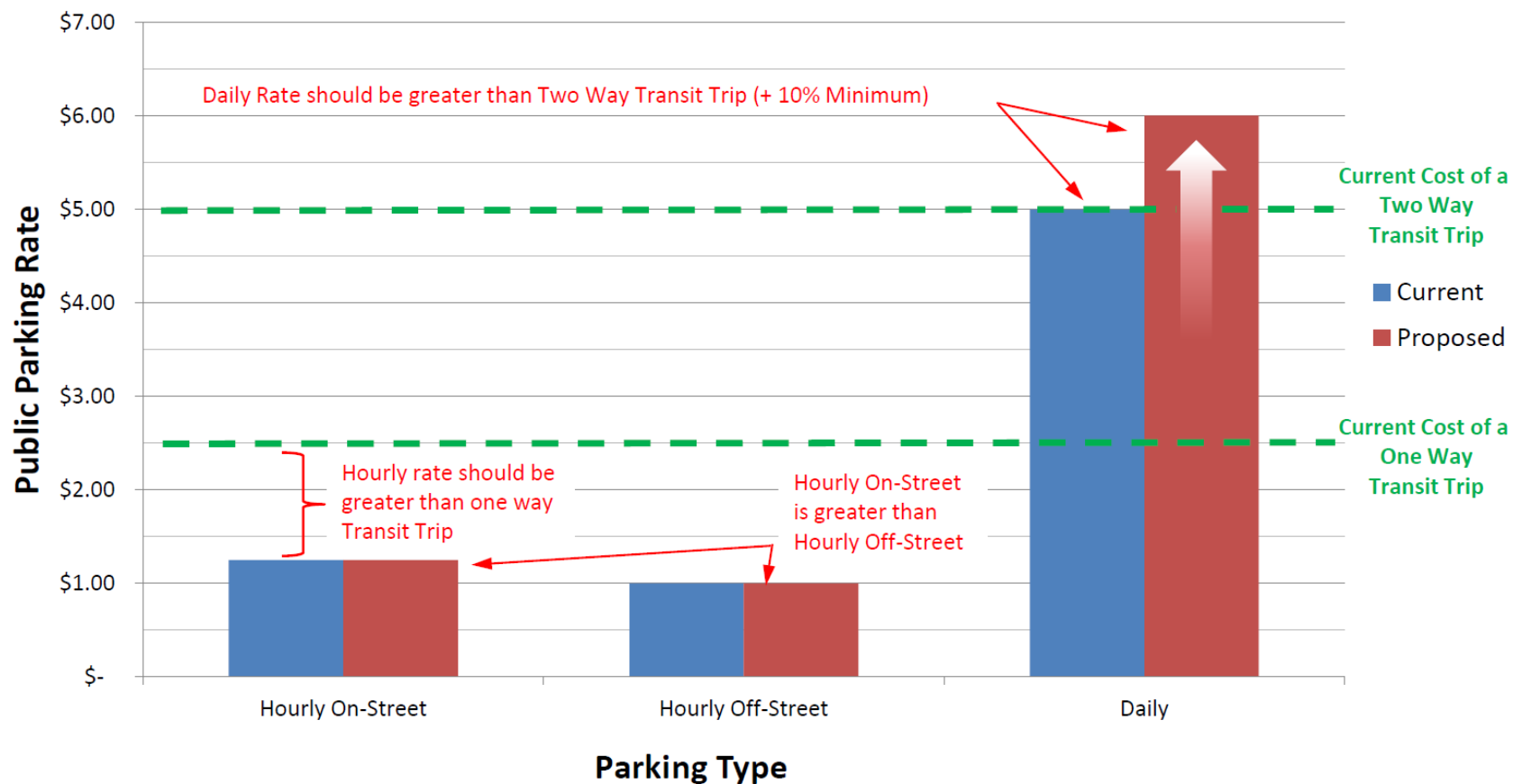
PARKING RATE THEORY

- ▶ Adequate rates encourage on-street turnover
 - ▶ 85% occupancy goal
- ▶ Promote a balanced transportation network
 - ▶ Pricing influences mode choice
 - ▶ Parking should be more expensive than transit to encourage use

PROPOSED RATE CHANGES

Type of Parking	Today	Recommended Base Parking Rates
Off-street		
Hourly	\$ 1.00	\$ 1.00 
Daily	\$ 5.00	\$ 6.00
Monthly	\$ 53.00 to \$ 66.00	\$ 62.00 to \$ 77.00
Reserved	\$ 99.00	\$ 116.00
On-street	\$ 1.25	\$ 1.25 

BASE PARKING RATE-TRANSIT MATRIX



COMPETITIVE MARKET

- ▶ Desire greater private participation
 - ▶ Encourage private investment
- ▶ Narrow rate gap
 - ▶ Eliminate subsidized off-street parking

COMPETITIVE MARKET

CURRENT LOCAL PRIVATE RATES

	Monthly	Hourly	Daily
Kelowna Private Lots & Parkades (Median Pricing)	\$85.00	\$1.00	\$6.00

PROPOSED CITY RATES

	Monthly	Hourly	Daily
City of Kelowna Owned Lots & Parkades	\$77.00	\$1.00	\$6.00

Difference - City vs. Private

	-\$8.00	\$0.00	\$0.00
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COMPETITIVE MARKET

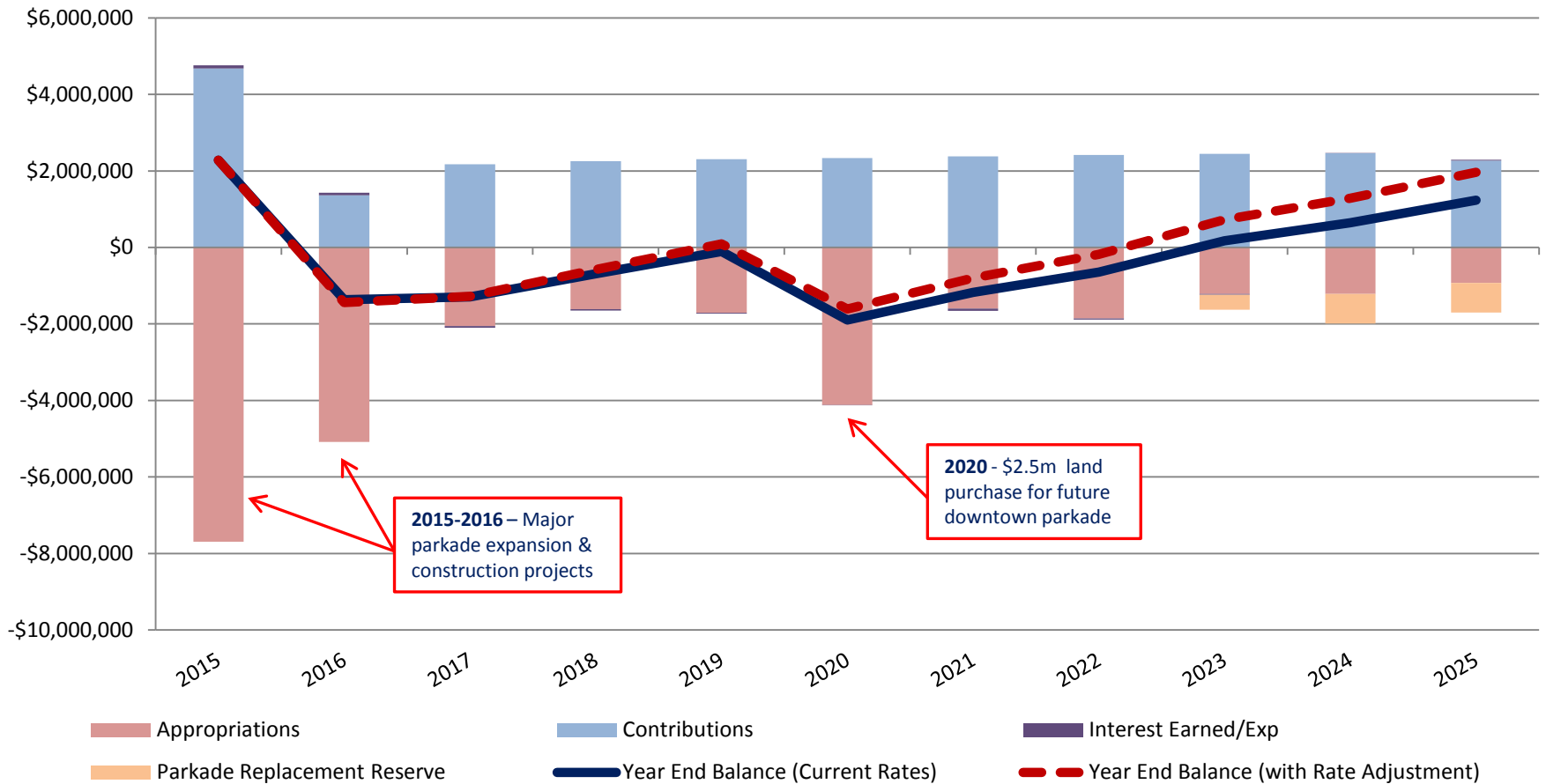
- ▶ Construction and operating costs for structured parking (with a 30 year recovery):
 - ▶ Construction
 - ▶ \$ 34,402 per stall - \$ 96 per month
 - ▶ Operating & Maintenance
 - ▶ \$ 311 per stall/yr - \$ 26 per month
 - ▶ Minimum Revenue Required
 - ▶ **\$ 122 per month/per stall****

** Not including enforcement costs, land acquisition, major maintenance or future facility replacement.

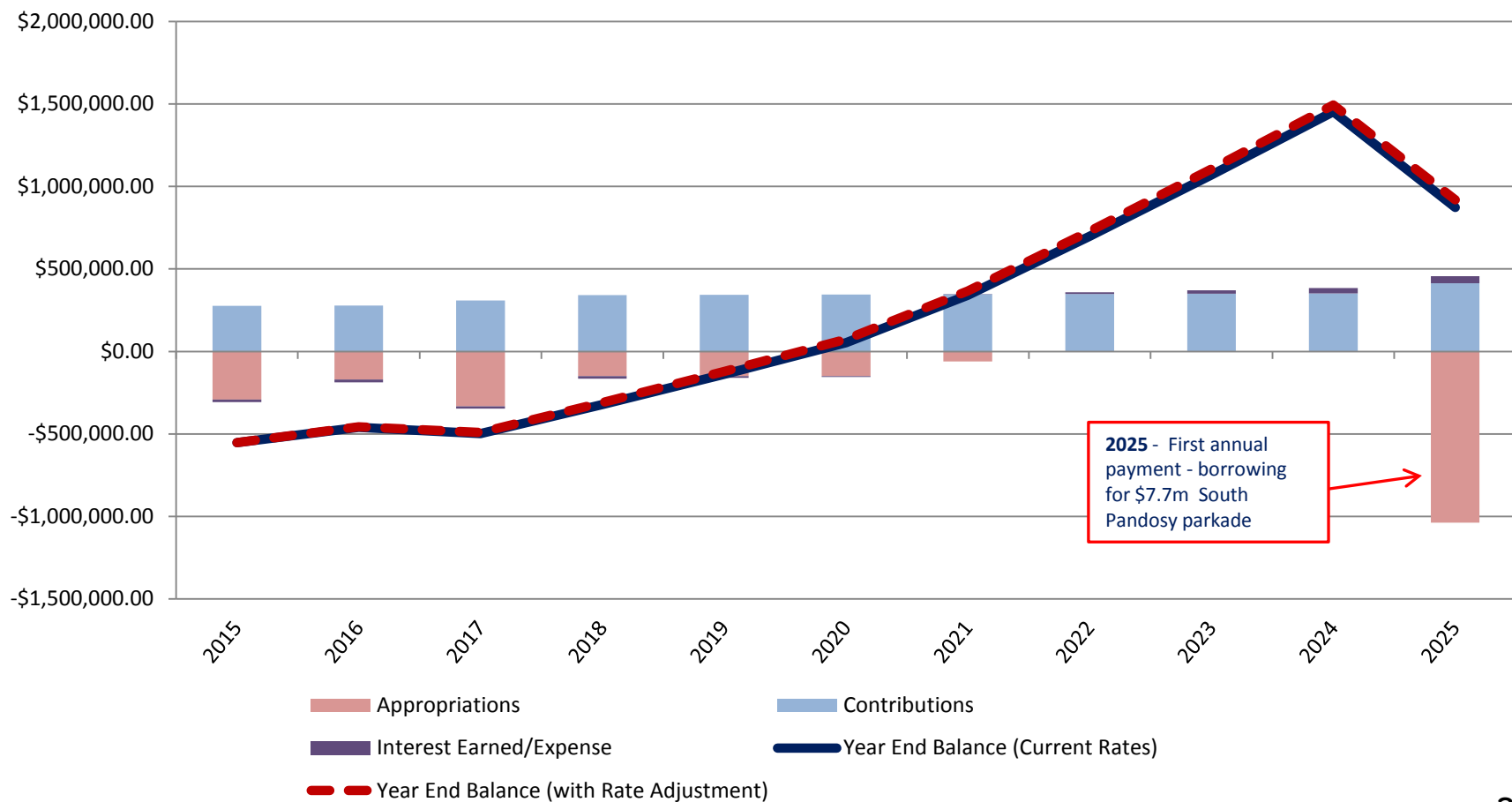
USER PAY - KEY FINANCIAL ISSUES

- ▶ Reserve funds depleted by infrastructure investments
 - ▶ Memorial Parkade
 - ▶ Library Parkade expansion
 - ▶ Osprey Parking lot
- ▶ Asset replacement costs now incorporated into capital planning

USER PAY - DOWNTOWN RESERVE



USER PAY - S. PANDOSY RESERVE



PROPOSED FINE ADJUSTMENTS

Offence	CURRENT			NEW		
	Base Penalty	Early Payment	Late Payment	Base Penalty	Early Payment	Late Payment
Parked off-street parking without pass	\$30.00	\$10.00	\$35.00	\$30.00	\$20.00	\$35.00
Expired parking meter	\$30.00	\$10.00	\$35.00	\$30.00	\$20.00	\$35.00
Expired parking meter - Dispenser	\$30.00	\$10.00	\$35.00	\$30.00	\$20.00	\$35.00
Parked outside metered space	\$10.00	\$ 5.00	\$15.00	\$20.00	\$15.00	\$25.00
Parked in same block	\$10.00	\$ 5.00	\$15.00	\$20.00	\$15.00	\$25.00

PROPOSED FEE AMENDMENTS

Fee Description	Current	New
Accessible Parking Permit <i>Permanent</i> , Valid for 3 Years	\$10.50	\$20.00
Accessible Parking Permit <i>Temporary</i> , Valid up to a maximum of 1 Year	\$10.50	\$20.00
Reserved On-Street Parking Permit (<i>Construction Meter Bags</i>), Per Stall/Per Day	\$ 5.00	\$11.00

NEXT STEPS

- ▶ **Immediate**

- ▶ Public notification
- ▶ Letters / e-mails sent to monthly parkers

- ▶ **February 1, 2016**

- ▶ New Rates, Fees and Fine adjustments

STAY INFORMED

- ▶ Visit kelowna.ca/parking and sign up for e-Subscribe to stay informed and receive updates.

QUESTIONS?

CITY OF KELOWNA

BYLAW NO. 11167

Amendment No. 27 to Traffic Bylaw No. 8120

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

1. THAT **Part 1 - INTRODUCTION, 1.4 Definitions, 1.4.1 Definitions**, be amended by deleting the name "Handicapped Parking Permit" and replacing it with "Accessible Parking Permit".
2. AND THAT all references to "Handicapped Parking Permit" in the bylaw be replaced with "Accessible Parking Permit".
3. AND THAT **Part 4 - PARKING REGULATIONS, 4.1 General Parking Prohibitions, 4.1.2** be amended by deleting:

"Handicapped (gg) in any parking space on public or private property that is designated by a traffic control device to be reserved for the use of the handicapped unless such **vehicle** displays a valid **handicapped parking permit.**"

And replaced with:

"Accessible Parking (gg) in any parking space on public or private property that is designated by a traffic control device as an accessible parking space unless such **vehicle** displays a valid **accessible parking permit.**"

4. AND THAT **Part 4 - PARKING REGULATIONS, 4.2 Handicapped Parking**, be deleted that reads:

4.2 Handicapped Parking

4.2.1 Handicapped parking permits. A person holding a handicapped parking permit, or a Disabled Persons' Parking Permit issued pursuant the Motor Vehicle Act including handicapped or disabled persons' parking permits issued by other jurisdictions, shall not be subject to the penalties provided for the breach of Subsections 4.1.2 (bb), (cc) or (dd) of this Part so long as that permit remains valid and subsisting.

- (a) Handicapped parking permits indicating "permanently handicapped" or "temporarily handicapped" may be issued to an individual and shall be suspended from the rear view mirror or placed on the dashboard in front of the driver's position of the vehicle in which the Permittee is travelling in a location visible from outside the vehicle.

- (b) Use of the handicapped parking permit contrary to the provisions of this subsection shall render the permit void.
- (c) The handicapped parking permit shall be valid for a period of up to three (3) years.
- (d) The handicapped parking permit shall not be transferable and shall be issued to an individual and not the vehicle that such person owns or operates.
- (e) A handicapped parking permit shall be issued by the City and shall be recorded in a register for that purpose and the record shall include the Permittee's name, address, telephone number and permit number.

And replacing it with:

4.2 Accessible Parking

4.2.1 Accessible parking permits. A person holding an Accessible parking permit, or a Disabled Persons' Parking Permit issued pursuant the Motor Vehicle Act including accessible or disabled persons' parking permits issued by other jurisdictions, shall not be subject to the penalties provided for the breach of Subsections 4.1.2 (bb), (cc) or (dd) of this Part so long as that permit remains valid and subsisting.

- (a) **Accessible parking permits** indicating "permanently disabled" or "temporarily disabled" may be issued to an individual and shall be suspended from the rear view mirror or placed on the dashboard in front of the driver's position of the vehicle in which the Permittee is travelling in a location visible from outside the vehicle.
- (b) Use of the **accessible parking permit** contrary to the provisions of this subsection shall render the permit void.
- (c) The **accessible parking permit** shall be valid for a period of up to three (3) years.
- (d) The **accessible parking permit** shall not be transferable and shall be issued to an individual and not the vehicle that such person owns or operates.
- (e) An **accessible parking permit** shall be issued by the City and shall be recorded in a register for that purpose and the record shall include the Permittee's name, address, telephone number and permit number.

5. AND THAT Part 7- SIDEWALK/ROADWAY OCCUPANCY PERMITS, 7.1 Sidewalk/Roadway Occupancy Permits Excluding Bernard Avenue, 7.1.5 'Permit areas - roadways' be amended by deleting the references "handicapped parking stalls" and replacing them with "accessible parking stalls".
6. AND THAT SCHEDULE "A" FEES, PART 4 - PARKING REGULATIONS be amended by adding in its appropriate location a new subsection 4.2.1 - **Accessible Parking Permits** that reads:

"Subsection 4.2.1 - Accessible Parking Permits

- a) Permanent **Accessible Parking Permit Fee**:
\$20.00 (including applicable taxes), valid for 3 years.

- b) Temporary Accessible Parking Permit Fee:
\$20.00 (including applicable taxes), valid up to a maximum of 1 year.”

7. AND THAT SCHEDULE “A” FEES, PART 4 - PARKING REGULATIONS, subsection 4.3.1(d) Reserved On-Street Parking be deleted that reads:

“Subsection 4.3.1(d) Reserved On-Street Parking Permit Fee

Reserved On-Street Parking Permit fee: \$5.00 per day per sign
\$5.00 per day per parking hood

Reserved On-Street Parking Permit Security Deposit per sign or parking hood: \$25.00 each”

and replacing it with:

“Subsection 4.3.1(d) Reserved On-Street Parking Permit Fee

a) Reserved On-Street Parking permit fee: \$11.00 per day per stall/permit
\$11.00 per day per meter hood

b) Security Deposit (Per Permit/Meter Hood): \$25.00 each”

8. AND THAT SCHEDULE “A” FEES, PART 4 - PARKING REGULATIONS, subsection 4.3.3 On-Street Pay Parking & Short Term Parking Lot** be amended by:

a) adding to the bottom of the fee list the following:

“\$ 12.00** 1 Month - Bicycle Locker Rental
**Plus Applicable taxes.”

b) adding to the end of the list of “*** Designated Off-Street Pay Parking - “Short Term Parking Lots” the following new bullet:

- Museum Parking Lot (470 Queensway - Access from Ellis Street)

9. AND THAT SCHEDULE “A” FEES, PART 4 - PARKING REGULATIONS subsection 4.4.2 (a) - Off Street Pay Parking (Long Term Parking Lot) and subsection 4.4.2 (b) - Off-Street Pay Parking - Peripheral Lot (Long Term Parking Lot) be deleted that reads:

“Subsection 4.4.2(a) - Off-Street Pay Parking (Long Term Parking Lot)

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$0.25*	15 Minutes
\$0.50*	30 Minutes
\$1.00*	Per 60 Minutes (1 Hour) - (\$5.00 daily maximum)
\$5.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)
\$2.50*	1 Day (Motorcycle - Regular Operating Hours for Lot)

\$5.00* 24 Hour Parking for Vehicle & Boat Trailer (Cook Road Boat Launch Only)
 \$5.00* Special Event Parking
 *Applicable taxes are included.

\$66.00** 1 Month - Random Parking
 \$99.00** 1 Month - Reserved Stall***
 **Plus Applicable taxes.

*Above Rates apply to all City Owned Parking Lots not otherwise specified in this bylaw.
 *** Available only in specified parking lots.*

Subsection 4.4.2(b) - Off-Street Pay Parking - Peripheral Lot (Long Term Parking Lot)

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$0.25*	15 Minutes
\$0.50*	30 Minutes
\$1.00*	Per 60 Minutes (1 Hour) - (\$5.00 daily maximum)
\$5.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)
\$2.50*	1 Day (Motorcycle - Regular Operating Hours for Lot)
	\$5.00* Special Event Parking
	*Applicable taxes are included.
\$53.00**	1 Month - Random Parking
	**Plus Applicable taxes.

Available only in designated Off-Street Pay Parking - Peripheral Lots located at:

- St. Paul Street at Cawston Avenue (1311 St Paul Street)
- Waterfront Park (Dolphins Lot) (1200 Water Street)
- Rosemead Lot (1750 Chapman Place)"

And replacing it with:

"Subsection 4.4.2(a) - Off-Street Pay Parking (Long Term Parking Lot)

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$ 0.25*	15 Minutes
\$ 0.50*	30 Minutes
\$ 1.00*	Per 60 Minutes (1 Hour)
\$ 6.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)***
\$ 3.00*	1 Day (Motorcycle - Regular Operating Hours for Lot)
\$ 5.00*	24 Hour Parking for Vehicle & Boat Trailer (Cook Road Boat Launch Only)
\$ 5.00*	Special Event Parking
	*Applicable taxes are included.
\$ 12.00**	1 Month - Bicycle Locker Rental
\$ 77.00**	1 Month - Random Parking
\$ 116.00**	1 Month - Reserved Stall***
	**Plus Applicable taxes.

*Above Rates apply to all City Owned Parking Lots not otherwise specified in this bylaw.
 *** Not Available at all parking lots.*

Subsection 4.4.2(b) - Off-Street Pay Parking - Peripheral Lot (Long Term Parking Lot)

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$ 0.25*	15 Minutes
\$ 0.50*	30 Minutes
\$ 1.00*	Per 60 Minutes (1 Hour)
\$ 6.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)***
\$ 3.00*	1 Day (Motorcycle - Regular Operating Hours for Lot)
\$ 5.00*	Special Event Parking
	*Applicable taxes are included.
\$ 12.00**	1 Month - Bicycle Locker Rental
\$ 62.00**	1 Month - Random Parking
	**Plus Applicable taxes.

**** Not Available at all parking lots.*

Available only in designated Off-Street Pay Parking - Peripheral Lots located at:

- St. Paul Street at Cawston Avenue (1311 St Paul Street)
- Waterfront Park (Dolphins Lot) (1200 Water Street)"

10. AND THAT SCHEDULE "A" FEES, PART 4 - PARKING REGULATIONS, subsection 4.4.3 Off-Street Pay Parking (Structured Parking Garage) be deleted that reads:

"Subsection 4.4.3 Off-Street Pay Parking (Structured Parking Garage)

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$ 0.25*	15 minutes
\$ 0.50*	30 minutes
\$ 1.00*	Per 60 Minutes (1 Hour) - (\$5.00 daily maximum)
\$ 5.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)
\$ 2.50*	1 Day (Motorcycle - Regular Operating Hours for Lot)
\$ 5.00*	Special Event Parking
	*Applicable taxes are included.
\$ 66.00**	1 Month - Random Parking
\$ 99.00**	1 Month - Reserved Stall***
	**Plus Applicable taxes.

The baseline for all parking rates based upon the 2013 Consumer Price Index (CPI). Annual Parking Rate Adjustments will be made on June 1st, based on the CPI (all items) value from the preceding year. Any adjustments will be rounded to the nearest \$0.25 for ease of use by customers paying with cash/coin. Any annual adjustments that do not result in an amendment will be compounded until such time an increase is indicated."

And replacing it with:

"Subsection 4.4.3 Off-Street Pay Parking (Structured Parking Garage)"

<u>FEE</u>	<u>PERMITTED PARKING TIME</u>
\$ 0.25*	15 minutes
\$ 0.50*	30 minutes
\$ 1.00*	Per 60 Minutes (1 Hour)
\$ 6.00*	1 Day (Standard Vehicle - Regular Operating Hours for Lot)***
\$ 3.00*	1 Day (Motorcycle - Regular Operating Hours for Lot)
\$ 5.00*	Special Event Parking

*Applicable taxes are included.

\$ 12.00**	1 Month - Bicycle Locker Rental
\$ 77.00**	1 Month - Random Parking
\$ 116.00**	1 Month - Reserved Stall***

**Plus Applicable taxes.

*** Not Available at all parking garages.

The baseline for all parking rates in this Schedule are based upon the 2013 Consumer Price Index (CPI). Annual Parking Rate Adjustments will be made on June 1st, based on the CPI (all items) value from the preceding year. Any adjustments will be rounded to the nearest \$0.25 for ease of use by customers paying with cash/coin. Any annual adjustments that do not result in an amendment will be compounded until such time an increase is indicated."

11. This bylaw may be cited for all purposes as "Bylaw No. 11167, being Amendment No. 27 to Traffic Bylaw No. 8120."
12. This bylaw shall come into full force and effect and be binding on all persons as of February 1, 2016.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11168

Amendment No. 13 to Bylaw Notice Enforcement Bylaw No. 10475

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw No. 10475 be amended as follows:

1. THAT **Schedule "A", Traffic Bylaw No. 8120, PART 4 - PARKING REGULATIONS** be amended by deleting the following Sections that read:

8120	4.1.2 (dd)	Parked off-street parking without pass	\$30.00	\$10.00	\$35.00	No
8120	4.1.2 (hh)	Expired parking meter	\$30.00	\$10.00	\$35.00	No
8120	4.1.2 (hh.2)	Expired parking meter - Dispenser	\$30.00	\$10.00	\$35.00	No
8120	4.1.2 (ii)	Parked outside metered space	\$10.00	\$ 5.00	\$15.00	No
8120	4.1.2 (ff)	Parked in same block	\$10.00	\$ 5.00	\$15.00	No

And replacing it with:

8120	4.1.2 (dd)	Parked off-street parking without pass	\$30.00	\$20.00	\$35.00	No
8120	4.1.2 (hh)	Expired parking meter	\$30.00	\$20.00	\$35.00	No
8120	4.1.2 (hh.2)	Expired parking meter - Dispenser	\$30.00	\$20.00	\$35.00	No
8120	4.1.2 (ii)	Parked outside metered space	\$20.00	\$15.00	\$25.00	No
8120	4.1.2 (ff)	Parked in same block	\$20.00	\$15.00	\$25.00	No

2. This bylaw may be cited for all purposes as "Bylaw No. 11168, being Amendment No. 13 to Bylaw Notice Enforcement Bylaw No. 10475."
3. This bylaw shall come into full force and effect and be binding on all persons as of February 1, 2016.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk