City of Kelowna
Regular Council Meeting
AGENDA

Monday, March 27, 2017

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 and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes 3 - 6

PM Meeting - March 20, 2017

3. Development Application Reports & Related Bylaws

3.1 Development Permit Application DP17-0059 - Okanagan Marina Ltd. 7 - 45

To consider the form and character of a marina service building at Okanagan Marina in front of the El Dorado Hotel.

3.2 720 Valley Road, DP17-0017 - Trane Developments 46 - 63

To consider the form and character of a 4 storey multi-family building located at 720 Valley Road.

4. Non-Development Reports & Related Bylaws

4.1 Capri-Landmark Plan Kickoff 64 - 81

To present the scope, timeline and engagement approach for the Capri-Landmark Urban Centre Plan and to receive council authorization to move forward with this long-range planning initiative.

4.2 2016 Development Summary Report 82 - 124

The purpose of this report is to provide a summary of residential, commercial, industrial, and institutional development in 2016, as measured by building permit issuances.

4.3 **Proposed Road Exchange – 4638 Lakeshore Road** 125 - 127

To close an excess 94.7 square metre portion of Lakeshore Road for consolidation with the adjacent residential property at 4638 Lakeshore Road.

4.4 **Portion of Lakeshore Rd, BL11330 - Road Closure Bylaw** 128 - 129

To give Bylaw No. 11330 first three readings in order to authorize the City to permanently close and remove the highway dedication of a portion of Lakeshore Road.

5. **Mayor and Councillor Items**

6. **Termination**

City of Kelowna
Regular Council Meeting
Minutes

Date:	Monday, March 20, 2017
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge and Luke Stack
Members Absent	Councillors Brad Siesben and Mohini Singh
Staff Present	Deputy City Manager, Joe Creron; City Clerk, Stephen Fleming, Recreation Technician, Amber Gilbert*; Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Legislative Coordinator (Confidential), Arlene McClelland

(* denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:31 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 and video 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 Gray

R198/17/03/20 THAT the Minutes of the Regular Meetings of March 13, 2017 be confirmed as circulated.

Carried

3. Committee Reports

3.1 Civic and Community Awards Steering Committee

Staff:
- Introduced Michael Loewen and Ellen Boelcke, Civic & Community Awards Steering Committee Members.

Michael Loewen and Ellen Boelcke, Civic & Community Awards Steering Committee
- Displayed a PowerPoint Presentation summarizing the list of finalists.

4. Development Application Reports & Related Bylaws

4.1 4377 Kensington Drive, Z16-0042 - Gary Lupul

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

Moved By Councillor Stack/Seconded By Councillor Hodge

R199/17/03/20 THAT Rezoning Application No. Z16-0042 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 21 District Lot 167 ODYD Plan 27559, located at 4377 Kensington Drive, 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 THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from Community Planning Department dated July 25, 2016;

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

Carried

4.2 BL11361 (Z16-0042) 4377 Kensington Drive - Gary Lupul

Moved By Councillor Hodge/Seconded By Councillor Gray

R200/17/03/20 THAT Bylaw No. 11361 be read a first time.

Carried

4.3 1449 Ethel Street, HRA16-0001 - Donald McDonald and Linda Scott-McDonald

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

Moved By Councillor Hodge/Seconded By Councillor Donn

R201/17/03/20 THAT Council consider a Bylaw which would authorize the City of Kelowna to enter into a Heritage Revitalization Agreement for the property legally known as Lot 1, District Lot 138, ODYD, Plan 2442, located at 1449 Ethel Street, Kelowna, BC, in the form attached as Schedule "A" to the Report from the Community Planning Department dated March 20, 2017;

AND THAT the Heritage Revitalization Agreement Authorization Bylaw be forwarded to a Public Hearing for further consideration.

Carried

4.4 BL11371 (HRA16-0001) 1449 Ethel Street - Donald McDonald and Linda Scott-McDonald

Moved By Councillor Gray/Seconded By Councillor Hodge

R202/17/03/20 THAT Bylaw No. 11371 be read a first time with amendments to Schedule A, adding "days" after "24" to Subsection 1.2(a)(iii) and (iv) made prior to reading.

Carried

4.5 289-291 Valley Road - Z17-0002 - City of Kelowna

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

Moved By Councillor Stack/Seconded By Councillor DeHart

R203/17/03/20 THAT Rezoning Application No. Z17-0002 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of *Lot A Sections 4 Township 23 and Section 33 Township 26 ODYD District Plan EPP16971*, located at 289-291 Valley Road, Kelowna, BC from the A1 – Agricultural 1 zone to the P5 – Municipal District Park 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 issuance of a Preliminary Layout Review Letter by the Approving Officer for road dedication;

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.

THAT Development Permit No. **DP17-0003** for *Lot A Sections 4 TWP 23 and Section 33 TWP 26 ODYD Plan EPP16971*, located at 289 – 291 Valley Road, Kelowna, BC, as attached to the report of March 27, 2017, to allow the construction of Phase I and Phase II Glenmore Recreation Park be approved subject to the following:

1. The dimensions and siting of the attenuation pond, fencing, vegetative buffer, and roadway and to be constructed on the land be in accordance with Schedule "A";
2. The landscaping and fencing for the Agricultural Buffer to be provided on the land be in accordance with Schedule "B"; and
3. The attenuation pond, associated riparian planting and stormwater attenuation structures, including the oil/water separator, to be provided on the land be in accordance with Schedule "C";

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

Carried

4.6 BL11372 (Z17-0002) 289-291 Valley Road - City of Kelowna

Moved By Councillor Gray/Seconded By Councillor Hodge

R204/17/03/20 THAT Bylaw No. 11372 be read a first time.

Carried

5. Bylaws for Adoption (Development Related)

5.1 Bylaw Adoption for OCP16-0027 / Z16-0075 (E of) Upper Canyon Drive

Moved By Councillor DeHart/Seconded By Councillor Gray

R205/17/03/20 THAT Council waives the requirement for a Development Permit and Development Variance Permit to be considered in conjunction with Final Adoption of Official Community Plan Map Amending Bylaw No. 11355 and Rezoning Bylaw No. 11357;

AND THAT Final Adoption of Official Community Plan Map Amending Bylaw No. 11355 and Rezoning Bylaw No. 11357 be considered by Council.

Carried

5.2 (E of) Upper Canyon Dr, BL11355 (OCP16-0027) - Glenwest Properties Ltd

Moved By Councillor Stack/Seconded By Councillor DeHart

R206/17/03/20 THAT Bylaw No. 11355 be adopted.

Carried

5.3 (E of) Upper Canyon Dr, BL11357 (Z16-0075) - Glenwest Properties Ltd

Moved By Councillor DeHart/Seconded By Councillor Stack

R207/17/03/20 THAT Bylaw 11357 be adopted.

Carried

6. Mayor and Councillor Items

Councillor Stack:
- Spoke to the recent water funding announcement and thanked all levels of government and agencies that united on this project.

Councillor DeHart:
- Spoke to her attendance at the Walk for Alzheimer's kick off last week.
- Spoke to her attendance at the COHA Swinging with the Stars Fundraiser on March 18th.

Councillor Hodge:
- Made comment on the new IHA facility and the effectiveness of their home care program.

Councillor Gray:
- Spoke to her attendance at the Chamber of Commerce luncheon last week and the interesting presentation by guest speaker Brad Bennett regarding BC Hydro.

Councillor Donn:
- Made comment on a recent letter to the editor regarding a 2006 RSS Grad student, now a young professional, who had been head hunted back to Kelowna from Calgary.

Mayor Basran:
- Spoke to the recent water funding announcement last week and thanked Council, staff and the South East Kelowna Irrigation District Board and both provincial and federal governments, in particular, Minister Thomson and MP Fuhr for their assistance in having this project come to fruition.
- Spoke to his attendance at the COHA Swinging with the Stars Fundraiser on March 18th

7. Termination

This meeting was declared terminated at 2:39 p.m.

A. McClelland

Mayor

City Clerk

/acm

REPORT TO COUNCIL

Date:	March 27, 2017		
RIM No.	0940-00		
To:	City Manager		
From:	Community Planning Department (TB)		
Application:	DP17-0059	**Owner:**	Okanagan Marina Ltd 1004364 BC Ltd
Subject:	Council Development Permit		
Existing Zone:	W2 – Intensive Water Use		

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP17-0059 for All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block A of District Lot 5225, all of ODYD, containing 1.27 hectares, more or less, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed be in accordance with Schedule "A,"

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

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

2.0 Purpose

To consider the form and character of a marina service building at Okanagan Marina in front of the El Dorado Hotel.

3.0 Community Planning

Community Planning staff recommend support for the proposed marina service building as it is consistent with design guidelines for Comprehensive Development and does not require any variances. The proposed marina building will replace two older buildings that are in need of repair.

4.0 Proposal

4.1 Background

The existing marina at the El Dorado hotel is aging and requires upgrading and expansion. There are two small marina buildings located on the current docks that will be removed as a function of this upgrade. The upgrade and expansion application began in 2009 and has been approved and authorized under the Province of British Columbia License of Occupancy No. 347180 (Attachment "A") and the Navigation Protection Program File Number 2009-500672-001 (Attachment "B").

4.2 Project Description

The proposed marina service building will be located at the end of the dock and will provide customer service and washrooms to users of the marina. The main floor is 102.5m^2 with a lofted second story that is 34.7m^2. The overall height is considered two stories and is 6.35m in height. The proposed building will have garage doors that open toward Okanagan Lake, and large windows with pedestrian doors that face the lakeshore and hotel. The material is predominantly hardie-plank in a tan colour with white accents and trim, and a barnstyle roof with medium grey asphalt shingles.

Figure 1: Rendering of Lake View, and Figure 2: Rendering of Hotel View

The form and character of the marina building was designed to reflect the original heritage character of the El Dorado Hotel. Similar roof lines, balcony, and multi-paned windows achieve a heritage feel.

Figure 3: Original El Dorado Hotel

The proposed building achieves several design guidelines as outlined in the Official Community Plan for Comprehensive Development. These include:

- Authenticity and Regional Expression: transition between indoor and outdoor space, regional colours, incorporate design that relates to the region's natural and cultural landscapes, incorporate building form and character that is distinct to Kelowna
- Massing and Height: design with consideration of the effect of building height on views
- Universal Accessible Design: accessible washrooms located on main floor

4.3 Site Context

The marina is located at 500 Cook Road, in front of the El Dorado Hotel, and accessed from the Cook Street Boat Launch.

Subject Property Map:

4.4 **Zoning Analysis Table**

Zoning Analysis Table		
CRITERIA	**W2 ZONE REQUIREMENTS**	**PROPOSAL**
Development Regulations		
Height	9.5m	6.35m

5.0 Application Chronology

Date of Application Received: March 7, 2017

Report prepared by:	Trisa Brandt, Planner I
Reviewed by:	Ryan Smith, Community Planning Department Manager
Approved for Inclusion:	Doug Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:

Attachment "A": Province of British Columbia License of Occupancy No. 347180 Map
Attachment "B": Navigation Protection Program Approval 2009-500672-001
Draft Development Permit DP17-0059
Schedule "A": Site Plan and Floor Plans
Schedule "B": Elevations and Renderings

ATTACHMENT A
This forms part of application
DP17-0059
City of Kelowna
COMMUNITY PLANNING

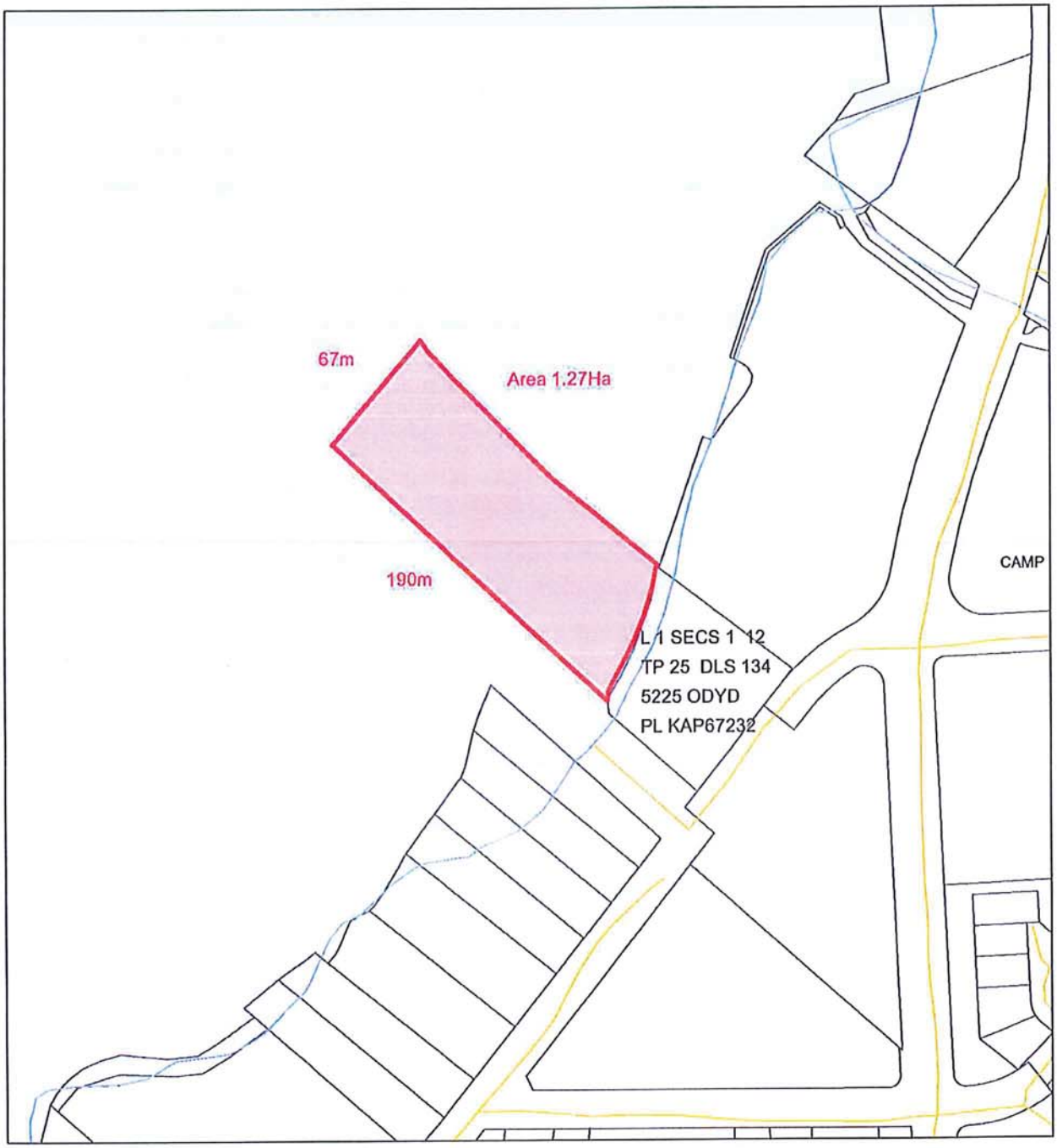
Planner Initials TB

Interim Licence

Legal Description Schedule

File No.:3404721
Disposition No.:883031

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block A of District Lot 5225, all of ODYD, containing 1.27 hectares, more or less.



Scale: 1:3,000
BCGS Mapsheet(s):82E 083

N W E S

Commercial - Licence of Occupation

Page 21 of 21

ATTACHMENT B

This forms part of application

DP17-0059

Planner Initials TB

City of Kelowna
COMMUNITY PLANNING

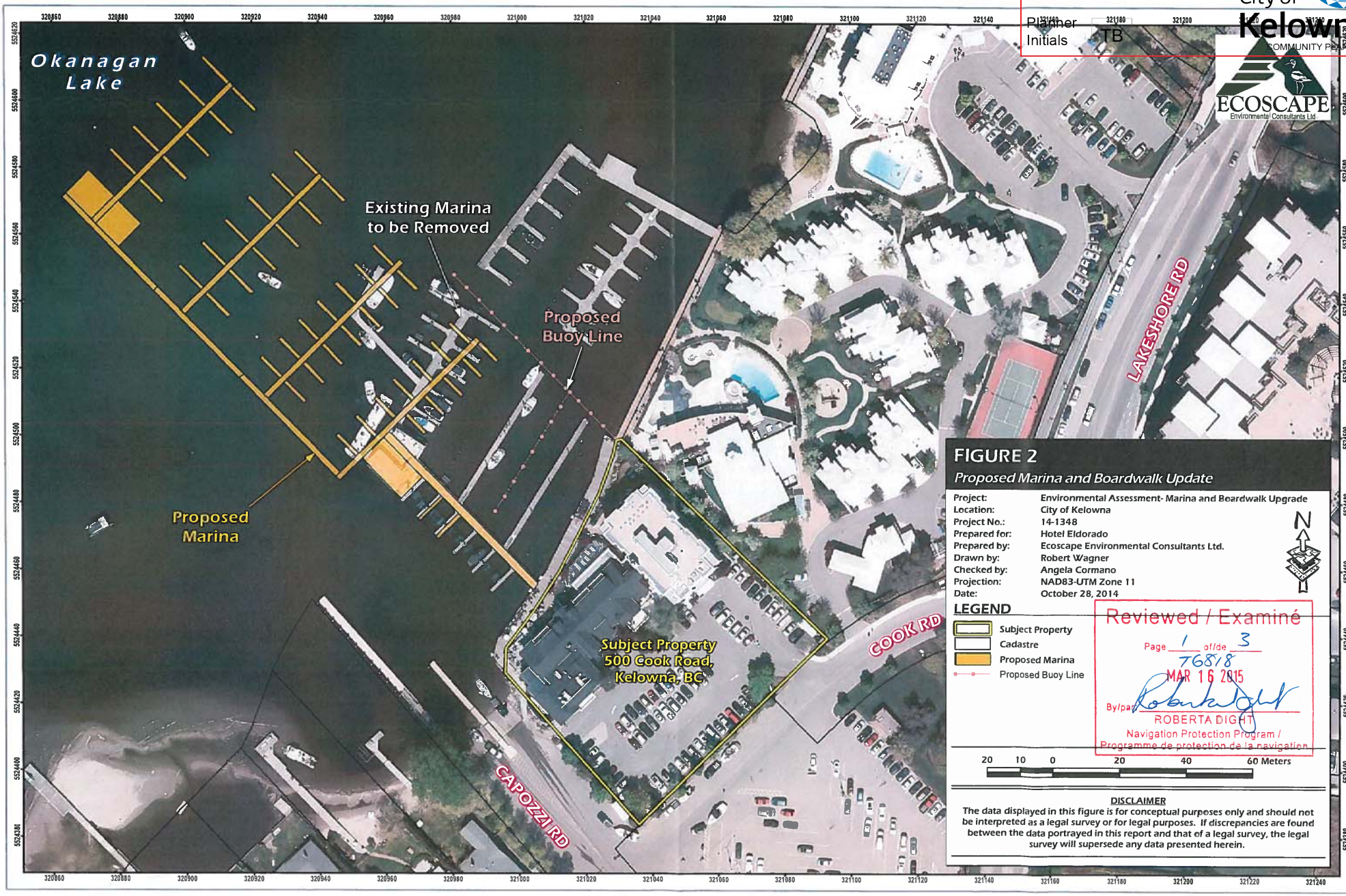


FIGURE 2

Proposed Marina and Boardwalk Update

Project:	Environmental Assessment- Marina and Boardwalk Upgrade
Location:	City of Kelowna
Project No.:	14-1348
Prepared for:	Hotel Eldorado
Prepared by:	Ecoscape Environmental Consultants Ltd.
Drawn by:	Robert Wagner
Checked by:	Angela Cormano
Projection:	NAD83-UTM Zone 11
Date:	October 28, 2014

LEGEND

- Subject Property
- Cadastre
- Proposed Marina
- Proposed Buoy Line

Reviewed / Examiné
Page 1 of/de 3
76818
MAR 16 2015
By/par ROBERTA DIGHT
Navigation Protection Program / Programme de protection de la navigation

DISCLAIMER

The data displayed in this figure is for conceptual purposes only and should not be interpreted as a legal survey or for legal purposes. If discrepancies are found between the data portrayed in this report and that of a legal survey, the legal survey will supersede any data presented herein.

ATTACHMENT B

This forms part of application

DP17-0059

Planner Initials TB

City of Kelowna
COMMUNITY PLANNING

Reviewed / Examiné
Page 2 of/de 3
T6818
MAR 16 2015
By/par: ROBERTA DIGHT
Navigation Protection Program /
Programme de protection de la navigation

ATTACHMENT B

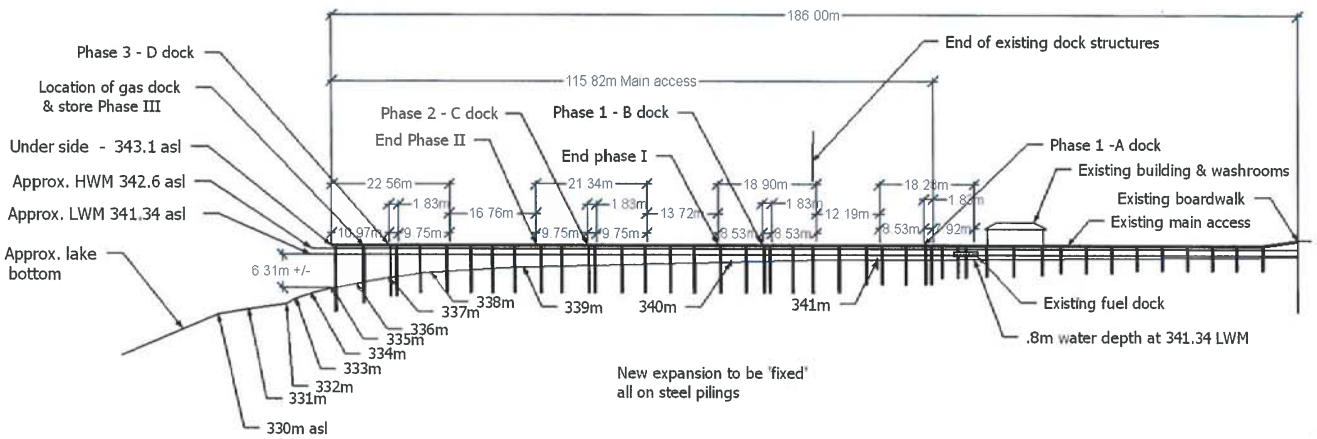
This forms part of application

DP17-0059

Planner Initials TB

City of Kelowna
COMMUNITY PLANNING

HOTEL ELDORADO
500 Cook Rd.
Kelowna, BC
Proposed marina expansion
Drw 10.1 B Side elevation



Reviewed / Examiné
Page 3 of/de 3
T6818
MAR 16 2015
By/par: ROBERTA DIGHT
Navigation Protection Program / Programme de protection de la navigation

DEVELOPMENT PERMIT

City of Kelowna

APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP17-0059

Issued To:	Okanagan Marina Ltd, 1004364 BC Ltd
Legal Description:	All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block A of District Lot 5225, all of ODYD, containing 1.27 hectares, more or less
Zoning Classification:	W2 – Intensive Water Use
Development Permit Area:	Comprehensive Development Permit

SCOPE OF APPROVAL

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

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

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

1. TERMS AND CONDITIONS

THAT Development Permit No. DP17-0059 for All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block A of District Lot 5225, all of ODYD, containing 1.27 hectares, more or less, Kelowna, BC to allow the construction of a marina service building be approved subject to the following:

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

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

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

2. PERFORMANCE SECURITY

None required.

3. DEVELOPMENT

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

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

This Permit IS NOT a Building Permit.

4. Indemnification

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

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

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

5. APPROVALS

Issued and approved by Council on the _____ day of _____, 2017.

_____ _____

Ryan Smith, Community Planning Department Manager
Community Planning & Real Estate

Date

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

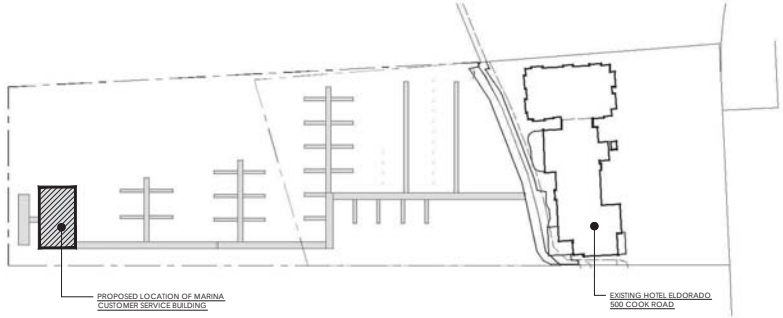
SCHEDULE A

This forms part of application

DP17-0059

Planner Initials TB

City of Kelowna
COMMUNITY PLANNING



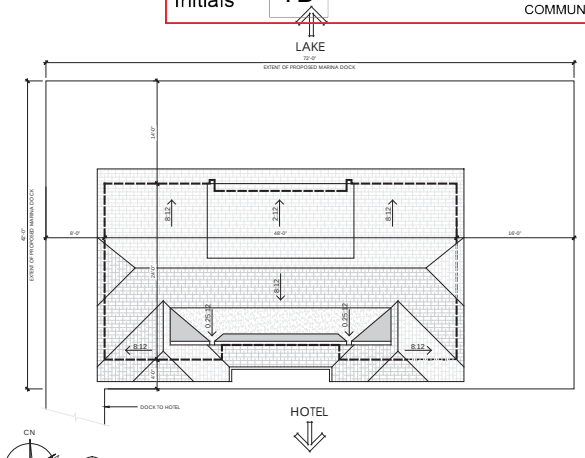
1 A2.0 KEY PLAN
SCALE: NTS

LEGAL DESCRIPTION:

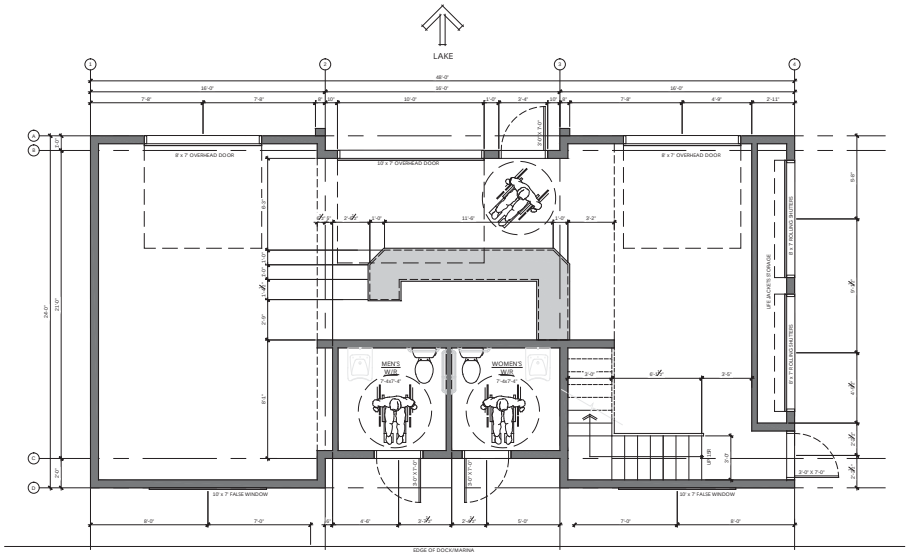
ALL THAT UNSURVEYED CROWN FORESHORE BEING PART OF THE BED OF OKANAGAN LAKE FRONTING ON BLOCK A, DISTRICT LOT 5235, TOGETHER WITH BLOCK, A OF DISTRICT LOT 5235, ALL OF SECTIONS DIVISION YALE DISTRICT, CONTAINING 1.27 HECTARES, MORE OR LESS.

BUILDING INFORMATION:

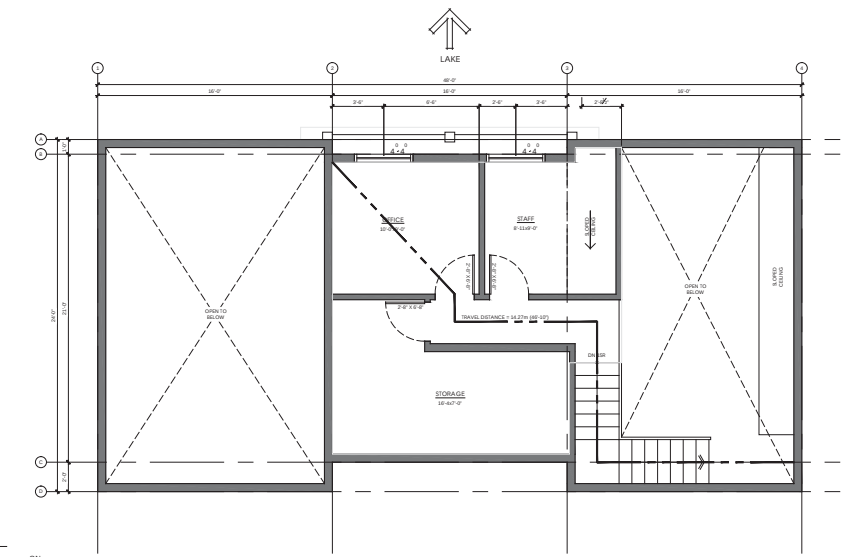
GROSS BUILDING AREA: 137.27m²
MAIN FLOOR ELEVATION: 343.42m (GEODETIC)



2 A2.0 ROOF/ENLARGED SITE PLAN
SCALE: 1/8"=1'-0"



3 A2.0 MAIN FLOOR PLAN
SCALE: 1/4"=1'-0"
MAIN FLOOR AREA: 1104 sq.ft. (102.56 sq.m)



4 A2.0 UPPER FLOOR PLAN
SCALE: 1/4"=1'-0"
UPPER FLOOR AREA: 373.6 sq.ft. (34.71 sq.m)

STICKS + STONES design group inc.

CANMORE 403.678.1733
KELOWNA 250.712.9282
www.sticksandstones.ca

NOT FOR CONSTRUCTION

PROJECT: HOTEL ELDORADO - MARINA CUSTOMER SERVICE BUILDING
ADDRESS: 500 COOK ROAD, KELOWNA, BC
ISSUED FOR: FEBRUARY 27 2017 - REVISION R1 - ISSUED FOR DP

REPRODUCTION OF DRAWINGS AND RELATED DOCUMENTS IN WHOLE OR IN PART IS FORBIDDEN WITHOUT WRITTEN PERMISSION OF: STICKS + STONES DESIGN GROUP INC.

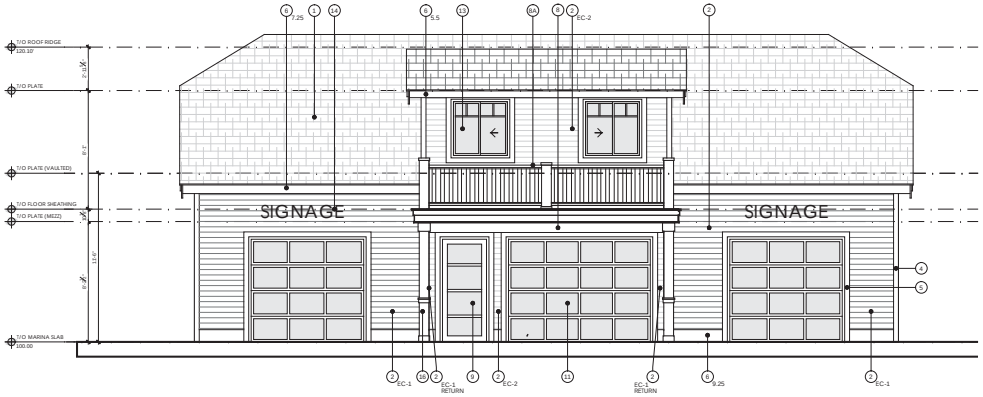
SCHEDULE B

This forms part of application

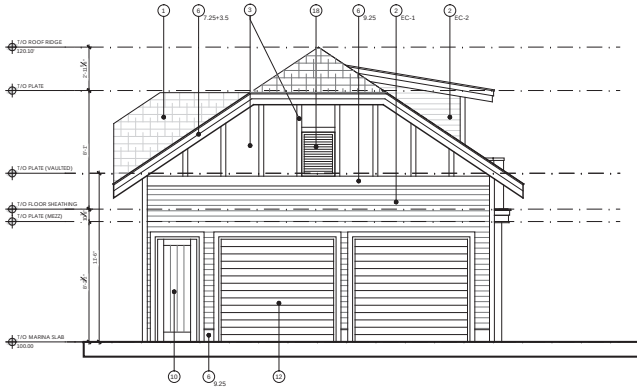
DP17-0059

Planner Initials TB

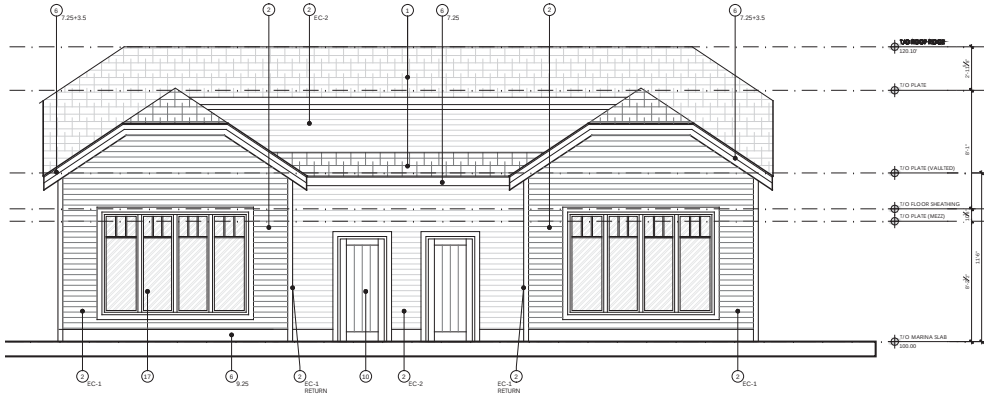
City of Kelowna
COMMUNITY PLANNING



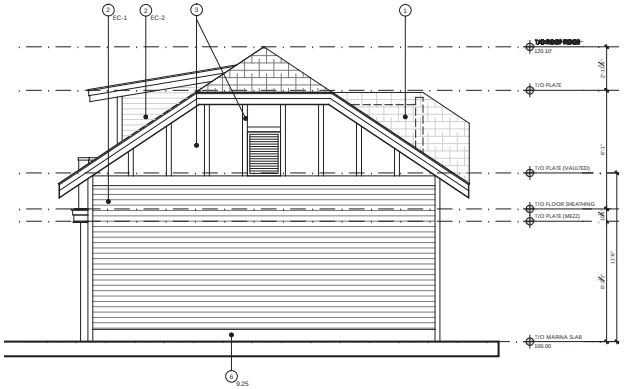
1 LAKE VIEW (NORTH) ELEVATION
A3.0 SCALE: 1/4"=1'-0"



2 SIDE (EAST) ELEVATION
A3.0 SCALE: 1/4"=1'-0"



3 HOTEL VIEW (SOUTH) ELEVATION
A3.0 SCALE: 1/4"=1'-0"



4 SIDE (WEST) ELEVATION
A3.0 SCALE: 1/4"=1'-0"

EXTERIOR COLOUR SCHEME LEGEND

- EC-1 - SW 6006 (200-C5) TOASTY (FIELD COLOUR)
- EC-2 - SW 6116 (291-C5) TATAMI TAN (FIELD COLOUR)
- EC-3 - 8M - OC 117 SIMPLY WHITE (DOORS/TRIM/ACCENT COLOUR)

EXTERIOR FINISHES LEGEND

1. LAMINATED ARCHITECTURAL ASPHALT SHINGLES EQUAL
   COLOUR: MATCH MAIN BUILDING (MEDIUM GREY)
2. FIBRE CEMENT LAP SIDING EQUAL TO HARDIE-PLANK.
   STYLE: SELECT CEDARMILL
   COLOUR: AS NOTED
3. FIBRE CEMENT PANEL & 3.5" BATTEN BOARDS
   STYLE: RUSTIC GRAIN
   BOARD COLOUR: EC-2 -SW 6116 (291-C5) TATAMI TAN
   BATTEN COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
4. 3.5" FIBRE CEMENT CORNER TRIM
   STYLE: RUSTIC
   COLOUR: EC-3 - 8M - OC 117 SIMPLY WHITE
5. 3.5" FIBRE CEMENT WINDOW/DOOR TRIM
   STYLE: RUSTIC
   COLOUR: EC-3 - 8M - OC 117 SIMPLY WHITE

   NOTE: TYPICAL AT ALL WINDOWS & DOORS U.N.O.
6. FIBRE CEMENT FASCIA/TRIM
   STYLE: RUSTIC
   COLOUR: EC-3 - 8M - OC 117 SIMPLY WHITE

   "8" - DENOTES DEPTH IN INCHES
7. PRE-FINISHED VENTED METAL SOFFIT
   COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
8. DECORATIVE WOOD GUARD, TO MATCH STYLE ON MAIN BUILDING:
   TAB RAIL: 2X4
   POST: 6X6
   PICKETS: 1X3
   COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
9. GLASS ENTRY DOOR
   STYLE: FULL LITE
   COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
10. DECORATIVE EXTERIOR DOOR
    STYLE: TBD
    COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
11. METAL GARAGE DOOR W/ FULL LITE
    EXT. COLOUR: WHITE
    INT. COLOUR: WHITE
    NOTE: MANUAL OPERATOR & SAFETY HOLDS
12. MEDIUM DUTY SOLO-UP DOOR
    EXT. COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
13. DOUBLE PANE METAL CLAD PVC WINDOW PER OWNER'S SPEC.
    EXT. COLOUR: WHITE
    INT. COLOUR: WHITE
14. BUILDING SIGNAGE: PER CITY OF KELOWNA BY-LAWS
15. DECORATIVE WOOD BEAM
    COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
16. DECORATIVE WOOD COLUMN W/ BUILT-UP CAPITAL AND BASE TO MATCH MAIN BUILDING
    COLOUR: EC-3 -8M - OC 117 SIMPLY WHITE
17. SPANDREL GLAZING C/W WOOD TRIM TO MIMIC GLAZING ON MAIN BUILDING
18. OPTIONAL DECORATIVE/PASSIVE EXHAUST LOUVRE TO VENT INTERIOR SPACE
    COLOUR: EC-3

NOTE:

1. CONTRACTOR TO SUBMIT COLOUR/FINISH SAMPLES FOR ALL EXTERIOR FINISHES FOR OWNER'S APPROVAL PRIOR TO INSTALLATION. ALL EXTERIOR COLOUR/FINISH SAMPLES SHALL BE PROVIDED ON A 12" X 12" SQUARE COLOUR COMPARISON CAN BE VERIFIED BY THE OWNER.
2. PROPOSED ALTERNATE MATERIALS/MANUFACTURER'S SELECTIONS TO THOSE SPECIFIED SHALL BE SUBMITTED TO CLIENT AND DESIGNER IN ADVANCE FOR REVIEW.
3. ALL MATERIALS SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATION, LOCAL BUILDING CODES AND AS NOTED IN THESE DRAWINGS. WHERE DISCREPANCIES OCCUR, THE MOST STRINGENT APPLICABLE/PROCESS TAKES PRECEDENCE.

NOT FOR CONSTRUCTION

PROJECT: HOTEL ELDORADO - MARINA CUSTOMER SERVICE BUILDING
ADDRESS: 500 COOK ROAD, KELOWNA, BC
ISSUED FOR: FEBRUARY 28 2017 - REVISION R2 - ISSUED FOR DP

STICKS + STONES design group inc.
CANMORE 403.678.1733
KELOWNA 250.712.9282
www.sticksandstones.ca

REPRODUCTION OF DRAWINGS AND RELATED DOCUMENTS IN WHOLE OR IN PART IS FORBIDDEN WITHOUT WRITTEN PERMISSION OF: STICKS + STONES DESIGN GROUP INC.

SCHEDULE B

This forms part of application

DP17-0059

City of Kelowna
COMMUNITY PLANNING

Planner Initials TB

LAKE VIEW

HOTEL VIEW

SW 6125 CRAFT PAPER

SW 6108 LATTE

BM OC 117 SIMPLY WHITE

NOT FOR CONSTRUCTION

STICKS + STONES design group inc.

CANMORE 403.678.1733
KELOWNA 250.712.9282
www.sticksandstones.ca

PROJECT: HOTEL ELDORADO, MARINA CUSTOMER SERVICE BUILDING

ADDRESS: 500 COOK ROAD, KELOWNA BC

ISSUED FOR: MARCH 10 2017 - REVISION 3- 3D VIEWS-COLOR OPTION THREE- ISSUED FOR REVIEW

REPRODUCTION OF DRAWINGS AND RELATED DOCUMENTS IN WHOLE OR IN PART IS FORBIDDEN WITHOUT WRITTEN PERMISSION OF: STICKS + STONES DESIGN GROUP INC.

BRITISH COLUMBIA

ASSIGNMENT/ASSUMPTION

Licence. No.: 347180

File No.: 3404721
Disposition No.: 883031

THIS AGREEMENT is dated for reference June 20 , 2014.

BETWEEN:

HOTEL ELDORADO INC.
Inc. No. BC0838629
500 Cook Rd
Kelowna, BC V1W 3G9

OF THE FIRST PART

(herein the "Assignor")

AND:

1004364 B.C. Ltd.
300-1060 Manhattan Dr
Kelowna BC V1Y 9X9

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Province and Hotel Eldorado Inc. Inc. No. BC0838629 entered into Licence No. 347180 on February 17, 2014; (herein called the "Document") over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block, A of District Lot 5225, all of Osoyoos Division Yale District, containing 1.27 hectares, more or less

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

3.1 The Province consents to the execution and delivery of this agreement and the Assignment.

3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:

(a) is the owner of the upland known as Lot 1, Sections 1 and 12, Township 25, and District Lots 134 and 5225, Osoyoos Division Yale District, Plan KAP67232 PID # 024-826-448;

(b) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the Business Corporations Act;

(c) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and

(d) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia;

4.2 The Assignee acknowledges to the Province and to the Assignor that:

(a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;

(b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and

(c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.

6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.

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

6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the

masculine includes the feminine gender and corporation as the case may be.

6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.

6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.

6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **HOTEL ELDORADO INC.**
by a duly authorized signatory

Assignor

SIGNED on behalf of **1004364 B.C. Ltd.**
by a duly authorized signatory

Assignee
Edward James Callahan

BRITISH COLUMBIA

LICENCE OF OCCUPATION

Licence No.: 347180

File No.: 3404721

Disposition No.: 883031

THIS AGREEMENT is dated for reference February 17, 2014 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HOTEL ELDORADO INC.
Inc. No. BC0838629
500 Cook Rd
Kelowna, BC V1W 3G9

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Ancillary Marine Use" means boathouses, fuel docks, marina ways (portion submerged at mean high tide), launching ramps (portion submerged at high tide), boat sales dock, boat rentals dock and boat charters dock where they are below the mean water mark and not on fill;

"Commencement Date" means February 17, 2014;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

(b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" means all buildings, structures, equipment, improvements and marine docking, moorage, storage and launching facilities for the accommodation, moorage, storage, launching, maintenance and minor repair of marine vessels (including bulkheads, groins, breakwaters and floating booms) that are made, constructed, erected, placed or installed on the Land at any time during the term of this Agreement, together with all replacements, alterations, additions, changes, substitutions, improvements or repairs to any of them;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Land Value" means for the first five years of the Term the value for the Land established by us prior to the Commencement Date which value shall thereafter be subject to review by us prior to the sixth anniversary of the Commencement Date and thereafter at five year intervals during the remainder of the Term;

"Linear Footage of Moorage Space" means: the linear footage of all moorage space within the Land, whether open or covered by a boathouse, together with the linear footage of all improvements used for an Ancillary Marine Use;

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Month to Month Moorage Charge per Linear Footage" means:

(a) the standard monthly linear footage rate that you charge to your customers for the use of moorage space; or

(b) if you do not have a standard monthly linear footage rate but charge on a prepaid annual linear footage basis, the annual rate will be converted to an equivalent

monthly rate; or

(c) if we determine that you charge a membership fee or any other charge which is not solely a linear footage charge, we may determine a month to month moorage charge per linear footage taking into consideration the rates charged by commercial marinas which charge on a linear footage basis that we may determine to be comparable having regard to location and other factors;

"Moorage Fee Discount" means the following:
NIL

"Non-Moorage Fee Discount" means the following:
NIL

"Potential Gross Income From Moorage" means for any particular year of the Term, the amount calculated as follows:

A x B x C

where:

A = the amount of Linear Footage of Moorage Space on the Land;

B = the Month to Month Moorage Charge per Linear Footage; and

C = the number of months the operation was open for business in that year;

"Rate"
(a) during the first 15 year period of the Term means 4%; and
(b) during the second 15 year period of the Term means 4%.

"Ratio" during each year of the Term means the percentage fixed by us in our sole discretion.

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or **"our"** refers to the Province alone and never refers to the combination of the

Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or **"your"** refers to the Licensee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.

1.11 Time is of the essence of this Agreement.

1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for commercial marina purposes as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.

2.2 The term of this Agreement commences on the Commencement Date and terminates on the 5th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

3.1 You will pay to us:

(a) for the first year of the Term Fees of $4,830.84 payable in advance, on the Commencement Date; and

(b) during the balance of the Term the sum of each of the annual Fees determined under sections 3.2 and 3.3 of this Article or $500, whichever is the greater, payable in advance

beginning on the first anniversary of the Commencement Date and thereafter on each anniversary of that date.

3.2 The annual Fees payable for moorage and Ancillary Marine Use for any particular year shall be an amount equivalent to the product of the Potential Gross Income from Moorage for the previous year multiplied by the Rate, less the Moorage Fee Discount, if any.

3.3 The annual Fees payable for non-moorage uses shall be an amount equivalent to the product of the Land Value multiplied by the Ratio, less the Non-Moorage Fee Discount, if any.

3.4 You will, in each and every year during the Term within 60 days of an anniversary of the Commencement Date deliver to us a Statutory Declaration, or such other document that we may approve from time to time to (a "statement") for the purpose of verifying the information necessary to calculate the Fees payable under section 3.2. We may give you notice from time to time specifying the form of the statement, the information to be set out in the statement and any supporting documents that you will be required to provide with the statement.

3.5 In the event you deliver the Statutory Declaration referred to in section 3.4 of this Article to us before the deadline referred to in section 3.4, we will, not later than 15 days before the anniversary of the Commencement Date during each year of the Term, give written notice to you specifying the annual Fees payable under section 3.4 for the immediately succeeding year of the Term.

3.6 If we do not give you notice under section 3.5 of this Article, the annual Fees shall be equal to the annual Fees calculated or in force during the immediately preceding year of the term.

3.7 If you fail to deliver the Statutory Declaration referred in section 3.4 of this Article to us before the deadline referred to in section 3.4 we may:

(a) enter upon the Land and do such things as are necessary to determine the information required in section 3.4 of this Article; and

(b) based on the information determined under subsection (a) above, set the annual Fees, retroactive to the last anniversary date of the Commencement Date.

3.8 The annual Fees specified in a notice given under section 3.5 shall constitute conclusive evidence of the annual Fees payable for the year of the Term specified in the notice.

ARTICLE 4 - COVENANTS

4.1 You must

(a) pay, when due,

(i) the Fees to us at the address set out in Article 10,

(ii) the Realty Taxes, and

(iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;

(b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;

(c) observe, abide by and comply with

(i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

(ii) the provisions of this Agreement;

(d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;

(e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;

(f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1 and in the Management Plan.

(g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:

(i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or

(ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in breach of this subsection so long as you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; you acknowledge that if you cease to own the upland property you will remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

(h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

(i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

(j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;

(k) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days prior to the expiration of this tenure;

(l) not alter or add to any Improvement without our prior written consent;

(m) notify us of any changes that occur to the "Phased in Development Schedule for Construction". If the development proceeds at a rate quicker than the proposed Schedule, you must notify us as the rental will be adjusted accordingly. 2014 (Phase 1) 30 berths (lifts), 2016 (Phase 2) additional 26 berths (lifts), 2018 (Phase 3) additional 17 berths (lifts);

(n) follow all guidance, mitigation and recommendations in the Environmental Assessment completed by EBA Engineering Consultants Ltd dated April 8, 2009 and the Manteo and Eldorado Cumulative Impact Study dated May 2011;

(o) remove existing dock and associated pilings used in water moorage tie up as required by the Management Plan upon the completion of Phase 3;

(p) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;

(q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

(r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

(i) your breach, violation or non-performance of a provision of this Agreement,

(ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

(iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

(s) on the termination of this Agreement,

(i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

(ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

(iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),

(iv) remove from the Land any Improvement that we, in writing, direct or permit you

to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and

(v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

(a) for the storage or disposal of any Hazardous Substances; or

(b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

(c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and

(d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

(a) on the expiry or earlier termination of this Agreement; and

(b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land,

or which have otherwise been added or released on, to or under the Land:

(c) by you; or

(d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

(a) in the event of the expiry or earlier termination of this Agreement;

(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or

(c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

(a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;

(b) other persons may hold or acquire rights to use the Land in accordance with enactments

other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act, Forest Act, Geothermal Resources Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

(c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;

(d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);

(e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;

(f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);

(g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;

(h) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;

(i) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;

(j) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;

(k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;

(l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and

(m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us Security in the amount of $10,000.00 which will

(a) guarantee the performance of your obligations under this Agreement;

(b) be in the form required by us; and

(c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

(a) change the form or amount of the Security; and

(b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

(a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:

(i) Commercial General Liability insurance in an amount of not less than $2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

(b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;

(c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

(e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

(a) change the amount of insurance set out in subsection 6.6(a); and

(b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be

changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

(c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot 1, Sections 1 and 12, Township 25, and District Lots 134 and 5225, Osoyoos Division Yale District, Plan KAP67232 PID # 024-826-448;

(d) if you

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

HOTEL ELDORADO INC.
500 Cook Rd
Kelowna, BC V1W 3G9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is

required.

10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.

11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.

11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

(a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

(b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

(a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;

(b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to

(i) the suitability of the Land for any particular use, including the use permitted by this Agreement;

(ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;

(iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;

(iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and

(v) the application of any federal or Provincial enactment or law to the Land;

(c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;

(d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;

(e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

(f) we are under no obligation to provide access or services to the Land or to maintain or

improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **HOTEL ELDORADO INC.**
by a duly authorized signatory

Authorized Signatory

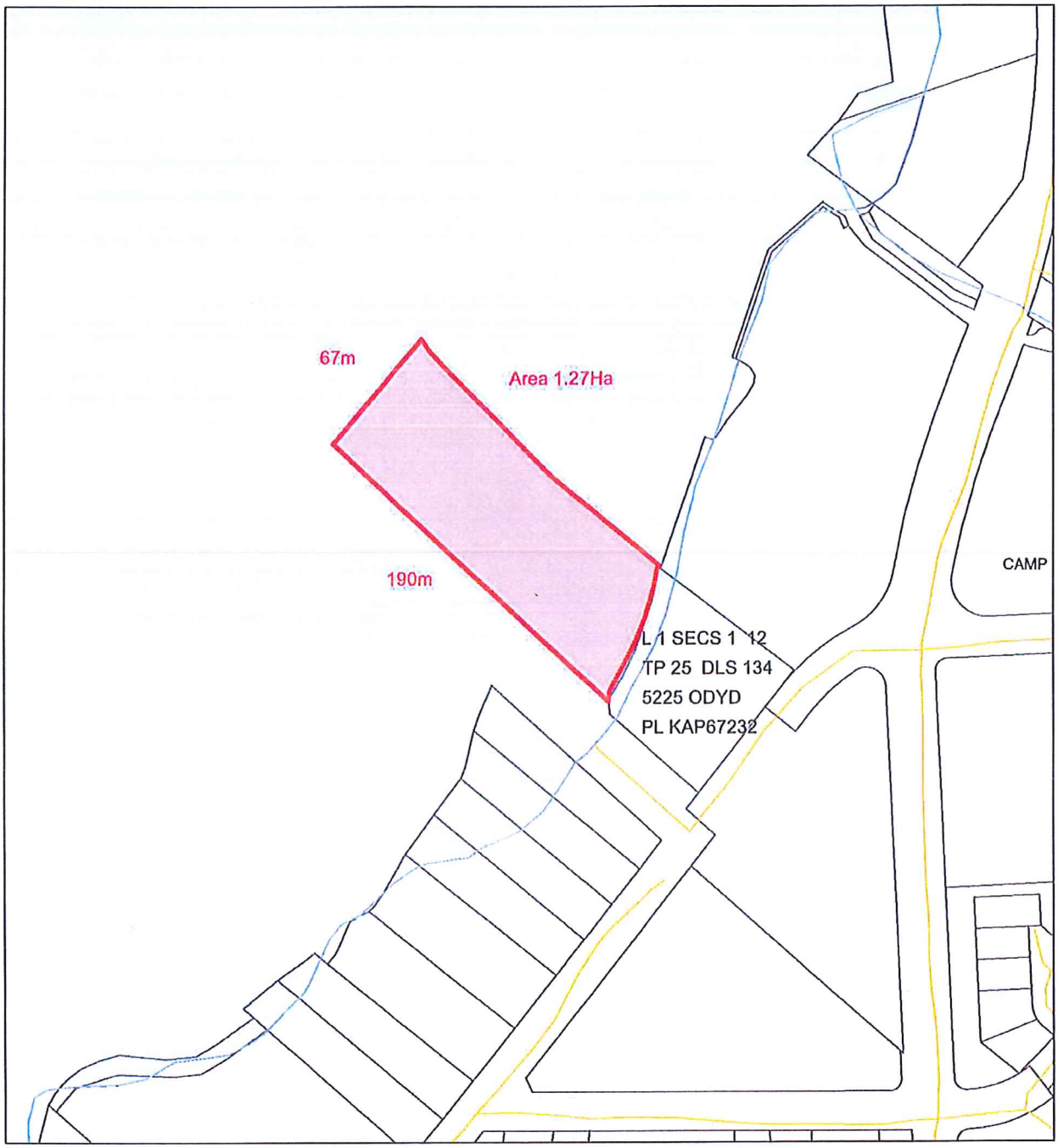
Interim Licence

Legal Description Schedule

347180

File No.:3404721
Disposition No.:883031

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake fronting on Block A, District Lot 5225 together with Block A of District Lot 5225, all of ODYD, containing 1.27 hectares, more or less.



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BCGS Mapsheet(s):82E 083

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Commercial - Licence of Occupation

Page 21 of 21

Province of British Columbia

Ministry of Agriculture and Lands

ENDORSEMENTS

Licence No. 347180 File: 3404721

Endorsement No. 1 **Date: July 17, 2014**

Assigned unto **1004364 BC Ltd**, by Agreement dated June 20, 2014.

REPORT TO COUNCIL

Date:	March 27, 2017		
RIM No.	940-00		
To:	City Manager		
From:	Community Planning Department (RR)		
Application:	DP17-0017	**Owner:**	Valley Land Subdivision Ltd
Address:	720 Valley Road	**Applicant:**	Trane Developments
Subject:	Comprehensive Form and Character Development Permit		
Existing OCP Designation:	MRM – Multiple Unit Residential (Medium Density)		
Existing Zone:	CD27 – Comprehensive Development		

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP17-0017 for Lot A Sections 32 and 29 Township 26 ODYD Plan EPP54061, located at 720 Valley Road, Kelowna, BC subject to the following:

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

AND THAT Council's consideration of this Development Permit be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department March 27, 2017.

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

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

2.0 Purpose

To consider the form and character of a 4 storey multi-family building located at 720 Valley Road.

3.0 Community Planning

Staff recommend that the Development Permit be authorized by Council. The project complies with the Master DP, previously approved by Council, that governs site layout. The building form itself meets most relevant OCP Urban Design Guidelines and takes the next step in completing the overall site.

A 166 unit rental building achieves city goals in terms of growing purpose built rental stock. The building includes some amenities aimed at residents on-site, including a limited activity park. It also has excellent access to services in the neighbouring plaza, transit, and active transportation routes.

4.0 Proposal

4.1 Background

The proposed development is the first building of the 720 Valley Lands project, on the property formerly associated with the Conservatory. On December 5th, 2016, Council approved Master Site DP16-0173, which laid out the building and development layout of the entire site. This is the first application associated with the new layout.

4.2 Project Description

The proposed development differs slightly from the approved layout in the Master Development Permit in that it combines the first two buildings. The applicant felt this was a superior configuration as it allows for the construction of a shared entry which faces onto both the parkade and the internal roadway. Staff agree that this is an acceptable configuration and that it does not compromise the goals of the Master Permit.

Figure 1: Internal Frontage

The proposed building is a large 166 unit purpose built rental building, with suites ranging from bachelors units to 3 bedroom units. The bulk of the building parking is underground, with the structure forming a 'U' around the surface parking lot which holds the remaining parking. No parking will be visible from any public roads, though some temporary visitor parking will be visible from the main internal roads.

The bulk of the building is 4 storeys high. The building steps down along the north as it transitions towards the future townhomes. Along the front, the applicant has used an additional storey of ground oriented residential units to screen the parkade.

The building is considerably larger than most residential projects. By comparison, the length of the building along Glenmore is 263 feet, compared to the 195 foot frontages of the nearby Verve buidings. To mitigate the sheer size of the building, the designer has used a number of materials and colours, articulate the roofline, and broken the massing whenever possible.

The building has a number of materials. The bulk of the building will be clad in one of several shades of hardi-plank siding, including charcoal, tan and gray. The lower frontages will be clad in a slate stone material. The building accents around the entrance will be in a stained wood. Balconies will be railed with a black aluminium.

While the building remains unmistakably large, the impact is lessened. Further, the building context, on a large site next to the Conservatory building, a bulky mid-rise mass, further mitigates the size impacts.

Figure 2: Glenmore Frontage

The site landscaping plan includes trees and landscaping to screen and break the building mass along Glenmore Road, including street trees in the boulevard. The applicant has included a children's play park and an outdoor adult fitness circuit as an on-site amenity to residents.

4.3 Site Context

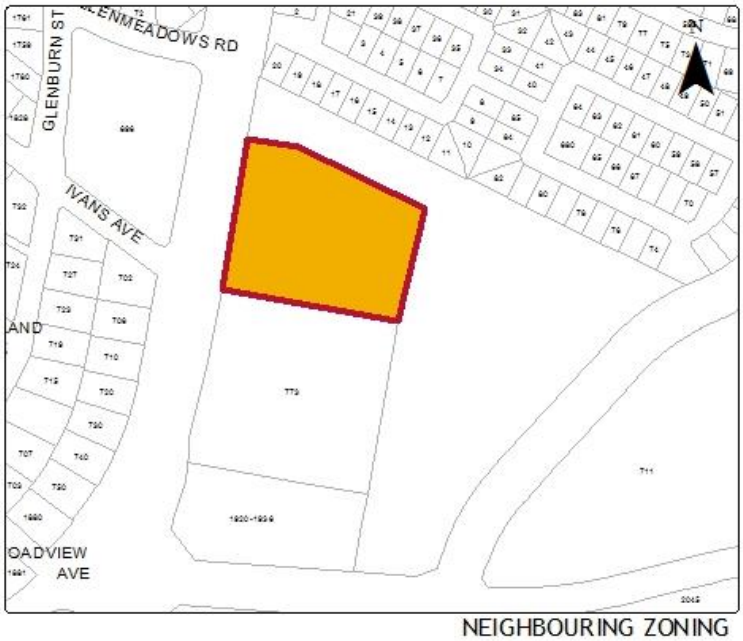
The proposed building will be at the northwest corner of 720 Valley Road, facing Glenmore. The Conservatory tower sits to the south of the building while the future townhome site is to the north.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM3 – Low Density Multiple Unit	Vacant
East	CD27 – Comprehensive Development	Vacant
South	CD3 – Comprehensive Development	Residential Apartment
West	P3 – Educational and Minor Institutional	Church

Subject Property Map:

CONTEXT



NEIGHBOURING ZONING

SUBJECT PROPERTY

4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	**CD27 ZONE REQUIREMENTS**	**PROPOSAL**
Development Regulations		
Floor Area Ratio	1.2	1.11
Height	18.0 m / 4.5 storeys	17.73 m / 4.5 storeys
Front Yard	6.0 m	6.0 m
Side Yard (south)	7.0 m	7.0 m
Side Yard (north)	7.0 m	7.0 m
Rear Yard	9.0 m	9.0 m
Other Regulations		
Minimum Parking Requirements	233	233
Bicycle Parking	83	83
Private Open Space	3190 m^2	3673 m^2

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.

5.2 Comprehensive Development Permit Objectives

- Convey a strong sense of authenticity through urban design that is distinctive for Kelowna;
- Promote a high urban design standard and quality of construction for future development that is coordinated with existing structures;
- Integrate new development with existing site conditions and preserve the character amenities of the surrounding area;
- Promote interesting, pedestrian friendly streetscape design and pedestrian linkages;
- Provide for a scale and massing of commercial buildings that promotes a safe, enjoyable living, pedestrian, working, shopping and service experience;
- Incorporate architectural features and detailing of buildings and landscapes that define an area's character;
- Promote alternative transportation with enhanced streetscapes and multimodal linkages;

[1] City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

6.0 Technical Comments

6.1 Building & Permitting Department

1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
2) HPO (Home Protection Office) approval or release is required at time of Building Permit application.
3) 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.
4) 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. Any Shoring plans must be provided to the Engineering Department for approval.
5) 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):
    a. Any alternative solution must be accepted by the Chief Building Inspector prior to the release of the Building Permit.
    b. Location, Heights, Colors of mechanical systems and the required screening are to be determined at time of DP
    c. Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
    d. Handicap Accessibility to the main floor levels to be provided, ramps may be required. Location of H/C parking is required on the drawings to be near the elevator(s).
    e. Vestibule(s) are required on the exit stair shafts from the parkade
    f. Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
    g. How is the recycling overhead door and parkade ramp interacting?
6) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application.
7) 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 neighbour roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.
8) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s) / area(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
9) 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 and all corridors, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits, spatial calculation for any windows in exit stairs, etc.
10) 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.

11) Mechanical Ventilation inlet and exhausts vents are not defined in these drawings for the enclosed parking level. The location and noise from these units should be addressed at time of Development Permit.
12) Universal washroom requirements within the CRU area of the building are to be addressed in the building permit application. This will be addressed at time of building permit application. Washroom requirements for the community space of base building are to be addressed in the building permit application
13) 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 complex at time of permit application

6.2 Fire Department

- Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template at Kelowna.ca
- Should a hydrant be required on this property it shall be operational prior to the start of construction and shall be deemed a private hydrant
- This building shall be addressed off of the street it is accessed from.
- 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
- Fire Department access is to be met as per BCBC 3.2.5. (please review primary entrance distances on drawing to ensure 3.2.5 is achieved around meridians in parking lot-unable to determine without scale).
- Approved Fire Department steel lock box acceptable to the fire dept. is required by the fire dept. entrance and shall be flush mounted.
- All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met including those for high buildings and communications
- Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
- Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- Fire department connection is to be within 45M of a fire hydrant - unobstructed.
    - Ensure FD connection is clearly marked and visible from the street
    - Standpipes to be located on intermediate landings.
    - Sprinkler zone valves shall be accessible as per fire prevention bylaw (10760)
    - Dumpster/refuse container must be 3 meters from structures or overhangs or in a rated room in the parking garage
    - Upon completion, an owners certificate and copy of NFPA 25 shall be provided for the sprinkler system.
    - Upon completion, a certificate is required to verify CANULC 561 Compliance
- Do not issue BP unless all life safety issues are confirmed Interior Health Authority

6.3 Development Engineering

Development Engineering indicates that all technical conditions are in the process of being addressed through the ongoing subdivision, and has no concerns.

7.0 Application Chronology

Date of Application Received:	February 6, 2017
Date of Resubmission	March 2, 2017

Report prepared by: Ryan Roycroft, Planner

Reviewed by: Terry Barton, Urban Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Draft Development Permit

DEVELOPMENT PERMIT

APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP17-0017

Issued To:	Valley Land Subdivision Ltd
Site Address:	720 Valley Road
Legal Description:	Lot A Sections 32 and 29 Township 26 ODYD Plan EPP54061
Zoning Classification:	CD27 – Comprehensive Development
Development Permit Area:	Comprehensive Form and Character

SCOPE OF APPROVAL

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

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

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

1. TERMS AND CONDITIONS

THAT Development Permit No. DP17-0017 for Lot A Sections 32 and 29 Township 26 ODYD Plan EPP54061, located at 720 Valley Road, Kelowna, BC to allow the construction of a multiple dwelling residential building be approved subject to the following:

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

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

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

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

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

2. PERFORMANCE SECURITY

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

a) A Certified Cheque in the amount of $_____ OR

b) An Irrevocable Letter of Credit in the amount of $_____ .

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

3. DEVELOPMENT

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

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

This Permit IS NOT a Building Permit.

4. Indemnification

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

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

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

5. APPROVALS

Issued and approved by Council on the _____ day of _____, 2017

Issued by the Community Planning Department of the City of Kelowna on the _____ day of

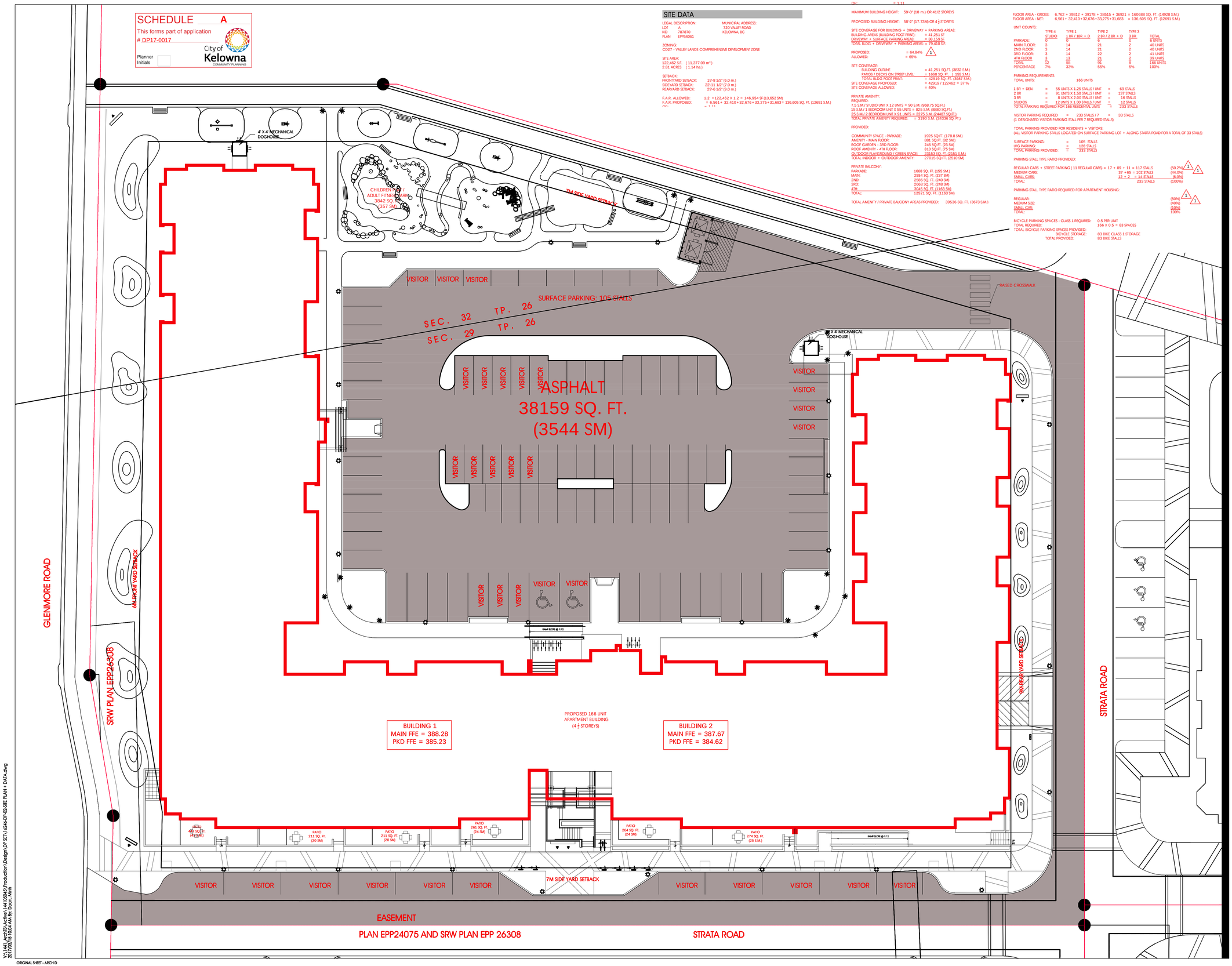
_____, 20@.

_____

Ryan Smith, Community Planning Department Manager
Community Planning & Real Estate

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

SCHEDULE A
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials



SITE DATA

LEGAL DESCRIPTION:
LOT A
KID 787870
PLAN EPP54061

MUNICIPAL ADDRESS:
720 VALLEY ROAD
KELOWNA, BC

ZONING:
CD27 - VALLEY LANDS COMPREHENSIVE DEVELOPMENT ZONE

SITE AREA:
122,462 S.F. (11,377.09 m²)
2.81 ACRES (1.14 ha)

SETBACK:
FRONTYARD SETBACK: 19'-8 1/2" (6.0 m.)
SIDEYARD SETBACK: 22'-11 1/2" (7.0 m.)
REARYARD SETBACK: 29'-6 1/2" (9.0 m.)

F.A.R. ALLOWED: 1.2 = 122,462 X 1.2 = 146,954 SF (13,652 SM)
F.A.R. PROPOSED: = 6,561 + 32,410 + 32,676 + 33,275 + 31,683 = 136,605 SQ. FT. (12691 S.M.)
OR: = 1.11

MAXIMUM BUILDING HEIGHT: 59'-0" (18 m.) OR 41/2 STOREYS

PROPOSED BUILDING HEIGHT: 58'-2" (17.73M) OR 4 & STOREYS

SITE COVERAGE FOR BUILDING + DRIVEWAY + PARKING AREAS:
BUILDING AREAS (BUILDING FOOT PRINT): = 41,251 SF
DRIVEWAY + SURFACE PARKING AREAS: = 38,159 SF
TOTAL BLDG + DRIVEWAY + PARKING AREAS: = 79,410 S.F.

PROPOSED: = 64.84% 1
ALLOWED: = 65%

SITE COVERAGE:
BUILDING OUTLINE = 41,251 SQ.FT. (3832 S.M.)
PATIOS / DECKS ON STREET LEVEL: = 1668 SQ. FT. (155 S.M.)
TOTAL BLDG FOOT PRINT: = 42919 SQ. FT. (3987 S.M.)
SITE COVERAGE PROPOSED: = 42919 / 122462 = 37 %
SITE COVERAGE ALLOWED: = 40%

PRIVATE AMENITY:
REQUIRED:
7.5 S.M./ STUDIO UNIT X 12 UNITS = 90 S.M. (968.75 SQ.FT.)
15 S.M./ 1 BEDROOM UNIT X 55 UNITS = 825 S.M. (8880 SQ.FT.)
25 S.M./ 2 BEDROOM UNIT X 91 UNITS = 2275 S.M. (24487 SQ.FT.)
TOTAL PRIVATE AMENITY REQUIRED: = 3190 S.M. (34336 SQ. FT.)

PROVIDED:

COMMUNITY SPACE - PARKADE:	1925 SQ.FT. (178.8 SM.)
AMENITY - MAIN FLOOR:	881 SQ.FT. (82 SM.)
ROOF GARDEN - 3RD FLOOR:	246 SQ.FT. (23 SM)
ROOF AMENITY - 4TH FLOOR:	810 SQ.FT. (75 SM)
OUTDOOR PLAYGROUND / GREEN SPACE:	23153 SQ. FT. (2151 S.M.)
TOTAL INDOOR + OUTDOOR AMENITY:	27015 SQ.FT. (2510 SM)

PRIVATE BALCONY:

PARKADE:	1668 SQ. FT. (155 SM.)
MAIN:	2554 SQ. FT. (237 SM)
2ND:	2586 SQ. FT. (240 SM)
3RD:	2668 SQ. FT. (248 SM)
4TH:	3045 SQ. FT. (1163 SM)
TOTAL:	12521 SQ. FT. (1163 SM)

TOTAL AMENITY / PRIVATE BALCONY AREAS PROVIDED: 39536 SQ. FT. (3673 S.M.)

FLOOR AREA - GROSS: 6,762 + 39312 + 39178 + 38515 + 36921 = 160688 SQ. FT. (14928 S.M.)
FLOOR AREA - NET: 6,561 + 32,410 + 32,676 + 33,275 + 31,683 = 136,605 SQ. FT. (12691 S.M.)

UNIT COUNTS:

	TYPE 4 STUDIO	TYPE 1 1 BR / 1BR + D	TYPE 2 2 BR / 2 BR + D	TYPE 3 3 BR	TOTAL
PARKADE:	0	0	6	0	6 UNITS
MAIN FLOOR:	3	14	21	2	40 UNITS
2ND FLOOR:	3	14	21	2	40 UNITS
3RD FLOOR:	3	14	22	2	41 UNITS
4TH FLOOR	3	13	21	2	39 UNITS
TOTAL:	12	55	91	8	166 UNITS
PERCENTAGE	7%	33%	55%	5%	100%

PARKING REQUIREMENTS:
TOTAL UNITS: 166 UNITS

1 BR + DEN	=	55 UNITS X 1.25 STALLS / UNIT	=	69 STALLS
2 BR	=	91 UNITS X 1.50 STALLS / UNIT	=	137 STALLS
3 BR	=	8 UNITS X 2.00 STALLS / UNIT	=	16 STALLS
STUDIOS:	=	12 UNITS X 1.00 STALLS / UNIT	=	12 STALLS
TOTAL PARKING REQUIRED FOR 166 RESIDENTIAL UNITS			=	233 STALLS

VISITOR PARKING REQUIRED = 233 STALLS / 7 = 33 STALLS
(1 DESIGNATED VISITOR PARKING STALL PER 7 REQUIRED STALLS)

TOTAL PARKING PROVIDED FOR RESIDENTS + VISITORS:
(ALL VISITOR PARKING STALLS LOCATED ON SURFACE PARKING LOT + ALONG STARTA ROAD FOR A TOTAL OF 33 STALLS)

SURFACE PARKING:	=	105 STALLS	
U/G PARKING:	=	128 STALLS	
TOTAL PARKING PROVIDED:	=	233 STALLS	

PARKING STALL TYPE RATIO PROVIDED:

REGULAR CARS + STREET PARKING (11 REGULAR CARS) = 17 + 89 + 11 =	117 STALLS	(50.2%) 1
MEDIUM CARS:	37 +65 = 102 STALLS	(44.0%) 1
SMALL CARS:	12 + 2 = 14 STALLS	(5.0%)
TOTAL:	233 STALLS	(100%)

PARKING STALL TYPE RATIO REQUIRED FOR APARTMENT HOUSING:

REGULAR:	(50%) 1
MEDIUM SIZE:	(40%) 1
SMALL CAR:	(10%)
TOTAL:	100%

BICYCLE PARKING SPACES - CLASS 1 REQUIRED: 0.5 PER UNIT
TOTAL REQUIRED: 166 X 0.5 = 83 SPACES
TOTAL BICYCLE PARKING SPACES PROVIDED:
BICYCLE STORAGE: 83 BIKE CLASS 1 STORAGE
TOTAL PROVIDED: 83 BIKE STALLS

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Legend

Notes

Revision	By	Appd.	YY.MM.DD
1 Site Data + U/G Parking + Swept Path Analysis + Building Elevations	MD		2017-03-15

Issued	By	Appd.	YY.MM.DD
File Name: 144105045	MD Dwn.	MD Chkd.	MD Dsgn. 2017-01-30 YY.MM.DD

Permit-Seal

Client/Project
TRAINE CONSTRUCTION LTD.

TRAINE RESIDENTIAL PROTOTYPE

KELOWNA, B.C.

Title
SITE PLAN & SITE DATA
scale: 1:200

TRUE NORTH
PROJECT NORTH

Project No.	Scale
1441-05045	AS SHOWN

Drawing No.	Sheet	Revision
DP02	3 of 14	

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2017/02/19 10:34 AM By: Dolan, Heth

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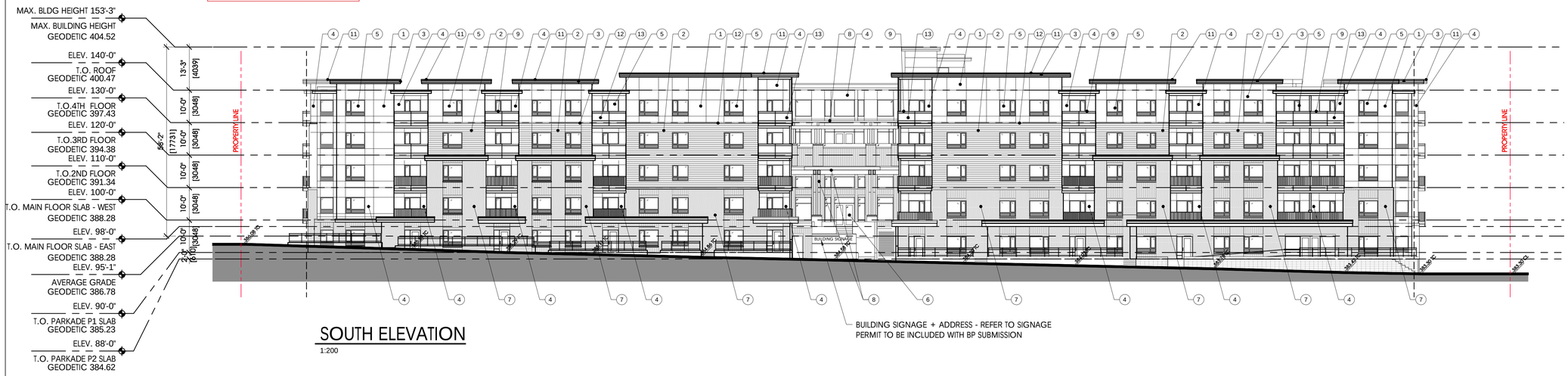
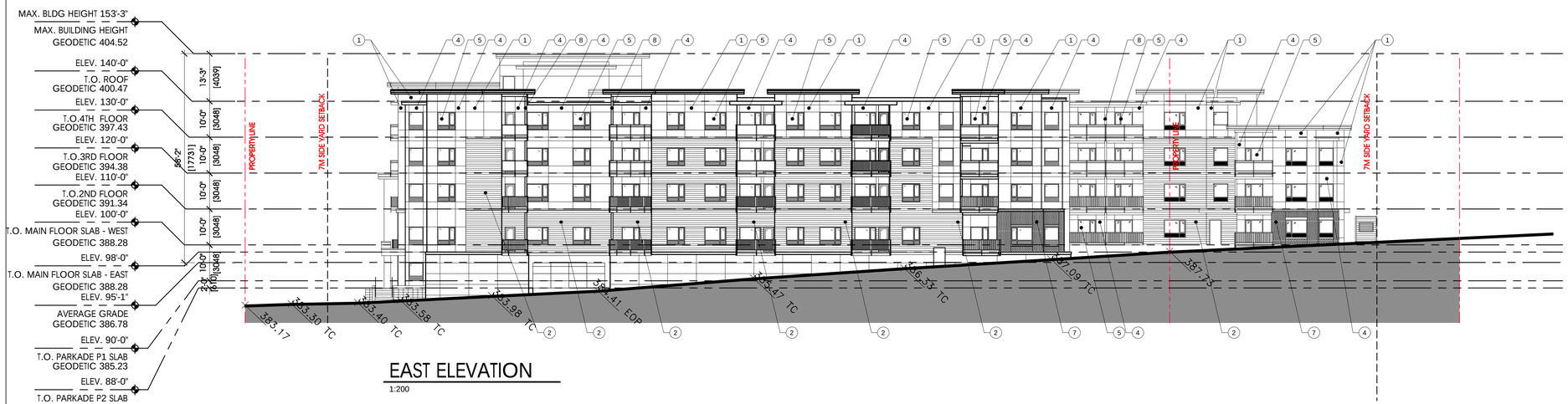
SCHEDULE B
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials



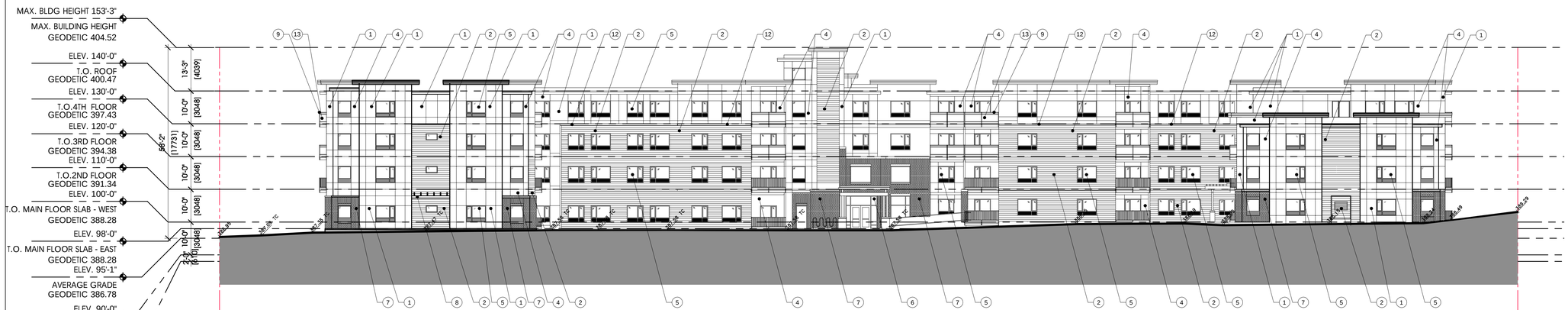
SOUTH ELEVATION
1:200



EAST ELEVATION
1:200

ELEVATION

1. JAMES HARDIE VERTICAL SIDING COLOUR: TIMBER BARK FINISH: SMOOTH
2. JAMES HARDIE LAP SIDING COLOUR: TIMBER BARK
3. JAMES HARDIE LAP SIDING COLOUR: NIGHT GRAY FINISH: SMOOTH
4. JAMES HARDIE VERTICAL SIDING COLOUR: NIGHT AUTUMN TAN FINISH: SMOOTH
5. PVC WINDOW COLOUR: WHITE
6. ALUMINUM STORE FRONT CLEAR ANODIZED
7. GENERAL SHALE COLOUR: SHADOW CANYON UTILITY SIZE: 2 1/2" H x 3 5/8" D x 7 5/8" H
8. WOOD DEDART ACCENTS: ENTRANCE CANOPY / SUPPORT
9. ALUMINUM RAIL COLOUR: CHARCOAL
10. ALUMINUM SOFFIT COLOUR: GRAPHITE
11. PRE-FINISHED METAL FLASHING COLOUR: LOFT SPACE
12. JAMES HARIDE TRIM BOARD COLOUR: NIGHT GRAY
13. SLAB SLAB



NORTH ELEVATION
1:200

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2017/08/15 10:01 AM By: Dean.Wirth

ORIGINAL SHEET - ARCH D

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Notes

Revision	By	Appd.	YY.MM.DD
1 Site Data + U/G Parking + Swept	MD		2017-03-15
1 Path Analysis + Building Elevations			

Issued	By	Appd.	YY.MM.DD
File Name: 144105045	MD Dwn.	MD Chkd.	MD Dsgn.	2017-01-30 YY.MM.DD

Permit-Seal

Client/Project
TRAINE CONSTRUCTION LTD.

TRAINE RESIDENTIAL PROTOTYPE

KELOWNA, B.C.

Title
ELEVATIONS

TRUE NORTH
PROJECT NORTH

Project No. 1441-05045
Scale AS SHOWN
Drawing No. DP09
Sheet 11 of 14
Revision

SCHEDULE B
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials

WEST ELEVATION

1:200

ELEVATION

1. JAMES HARDIE VERTICAL SIDING
   COLOUR: TIMBER BARK
   FINISH: SMOOTH
2. JAMES HARDIE LAP SIDING
   COLOUR: TIMBER BARK
3. JAMES HARDIE LAP SIDING
   COLOUR: NIGHT GRAY
   FINISH: SMOOTH
4. JAMES HARDIE VERTICAL SIDING
   COLOUR: NIGHT AUTUMN TAN
   FINISH: SMOOTH
5. PVC WINDOW
   COLOUR: WHITE
6. ALUMINUM STORE FRONT
   CLEAR ANODIZED
7. GENERAL SHALE
   COLOUR: SHADOW CANYON
   UTILITY SIZE: 2 1/2" H x 3 5/8" D x 7 5/8" H
8. WOOD DEDART ACCENTS:
   ENTRANCE CANOPY / SUPPORT
9. ALUMINUM RAIL
   COLOUR: CHARCOAL
10. ALUMINUM SOFFIT
    COLOUR: GRAPHITE
11. PRE-FINISHED METAL FLASHING
    COLOUR: LOFT SPACE
12. JAMES HARIDE TRIM BOARD
    COLOUR: NIGHT GRAY
13. CLEAR GLASS

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Legend

Notes

Revision	By	Appd.	YY.MM.DD
1 Site Data + U/G Parking + Swept			
1 Path Analysis + Building Elevations	MD		2017-03-15

Issued	By	Appd.	YY.MM.DD

File Name: 144105045	MD	MD	MD	2017-01-30
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Permit-Seal

Client/Project
TRAINE CONSTRUCTION LTD.

TRAINE RESIDENTIAL PROTOTYPE

KELOWNA, B.C.

Title
ELEVATIONS

TRUE NORTH
PROJECT NORTH

Project No. 1441-05045
Scale AS SHOWN
Drawing No. DP10
Sheet 12 of 14
Revision

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ORIGINAL SHEET - ARCH D

SCHEDULE B
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials

WEST ELEVATION

EAST ELEVATION

ELEVATION

1. JAMES HARDIE VERTICAL SIDING
   COLOUR: TIMBER BARK
   FINISH: SMOOTH
2. JAMES HARDIE LAP SIDING
   COLOUR: TIMBER BARK
3. JAMES HARDIE LAP SIDING
   COLOUR: NIGHT GRAY
   FINISH: SMOOTH
4. JAMES HARDIE VERTICAL SIDING
   COLOUR: NIGHT AUTUMN TAN
   FINISH: SMOOTH
5. PVC WINDOW
   COLOUR: WHITE
6. ALUMINUM STORE FRONT
   CLEAR ANODIZED
7. GENERAL SHALE
   COLOUR: SHADOW CANYON
   UTILITY SIZE: 2 1/2" H x 3 5/8" D x 7 5/8" H
8. WOOD DEDART ACCENTS:
   ENTRANCE CANOPY / SUPPORT
9. ALUMINUM RAIL
   COLOUR: CHARCOAL
10. ALUMINUM SOFFIT
    COLOUR: GRAPHITE
11. PRE-FINISHED METAL FLASHING
    COLOUR: LOFT SPACE
12. JAMES HARIDE TRIM BOARD
    COLOUR: NIGHT GRAY
13. CLEAR GLASS

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Legend

Notes

1	Site Data + U/G Parking + Swept			
1	Path Analysis + Building Elevations	MD		2017-03-15
Revision		By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD
File Name: 144105045	MD	MD	MD	2017-01-30
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

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Client/Project
TRAINE CONSTRUCTION LTD.

TRAINE RESIDENTIAL PROTOTYPE

KELOWNA, B.C.

Title
COLOUR ELEVATIONS

TRUE NORTH
PROJECT NORTH

Project No.	Scale	
1441-05045	AS SHOWN	
Drawing No.	Sheet	Revision
DP11	13 of 14	

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ORIGINAL SHEET - ARCH D

SCHEDULE B
This forms part of application
DP17-0017
Planner Initials
City of Kelowna COMMUNITY PLANNING

SOUTH ELEVATION

NORTH ELEVATION

ELEVATION

1. JAMES HARDIE VERTICAL SIDING
   COLOUR: TIMBER BARK
   FINISH: SMOOTH
2. JAMES HARDIE LAP SIDING
   COLOUR: TIMBER BARK
3. JAMES HARDIE LAP SIDING
   COLOUR: NIGHT GRAY
   FINISH: SMOOTH
4. JAMES HARDIE VERTICAL SIDING
   COLOUR: NIGHT AUTUMN TAN
   FINISH: SMOOTH
5. PVC WINDOW
   COLOUR: WHITE
6. ALUMINUM STORE FRONT
   CLEAR ANODIZED
7. GENERAL SHALE
   COLOUR: SHADOW CANYON
   UTILITY SIZE: 2 1/2" H x 3 5/8" D x 7 5/8" H
8. WOOD DEDART ACCENTS:
   ENTRANCE CANOPY / SUPPORT
9. ALUMINUM RAIL
   COLOUR: CHARCOAL
10. ALUMINUM SOFFIT
    COLOUR: GRAPHITE
11. PRE-FINISHED METAL FLASHING
    COLOUR: LOFT SPACE
12. JAMES HARIDE TRIM BOARD
    COLOUR: NIGHT GRAY
13. CLEAR GLASS

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Notes

1	Site Data + U/G Parking + Swept		
1	Path Analysis + Building Elevations	MD	2017-03-15
Revision		By	Appd. YY.MM.DD

Issued	By	Appd.	YY.MM.DD
File Name: 144105045	MD	MD	MD 2017-01-30
	Dwn.	Chkd.	Dsgn. YY.MM.DD

Permit-Seal

Client/Project
TRAINE CONSTRUCTION LTD.

TRAINE RESIDENTIAL PROTOTYPE

KELOWNA, B.C.

Title
COLOUR ELEVATIONS

TRUE NORTH
PROJECT NORTH

Project No. 1441-05045
Scale AS SHOWN
Drawing No. DP12
Sheet 14 of 14
Revision

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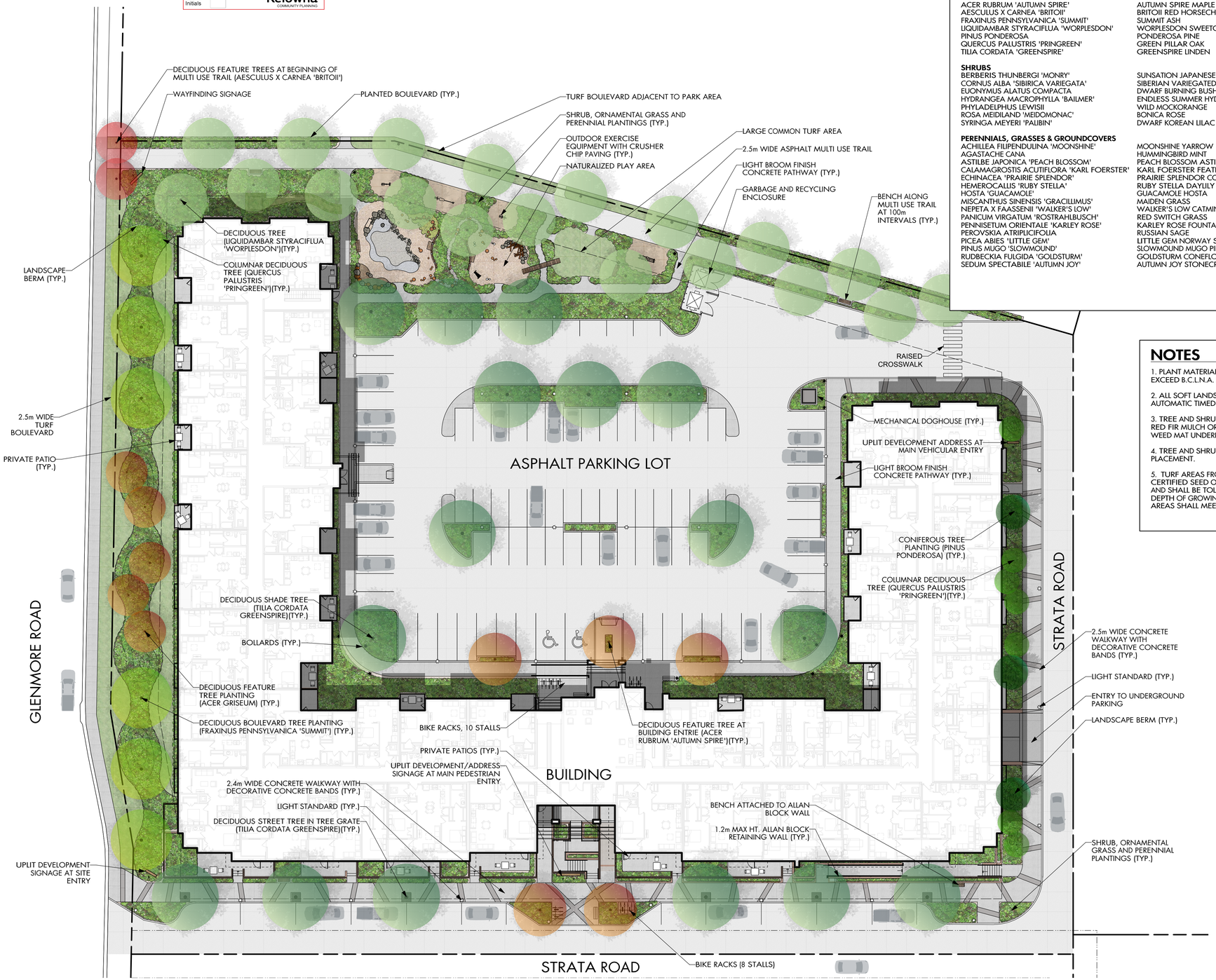
SCHEDULE C
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials



PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
ACER GRISEUM	PAPERBARK MAPLE	5	6cm CAL.
ACER RUBRUM 'AUTUMN SPIRE'	AUTUMN SPIRE MAPLE	5	6cm CAL.
AESCULUS X CARNEA 'BRITOII'	BRITOII RED HORSECHESTNUT	2	6cm CAL.
FRAXINUS PENNSYLVANICA 'SUMMIT'	SUMMIT ASH	6	6cm CAL.
LIQUIDAMBAR STYRACIFLUA 'WORPLESDON'	WORPLESDON SWEETGUM	19	6cm CAL.
PINUS PONDEROSA	PONDEROSA PINE	3	2.5m HT.
QUERCUS PALUSTRIS 'PRINGREEN'	GREEN PILLAR OAK	7	6cm CAL.
TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	17	6cm CAL.
SHRUBS			
BERBERIS THUNBERGI 'MONRY'	SUNSATION JAPANESE BARBERRY	87	#02 CONT. /1.0M O.C. SPACING
CORNUS ALBA 'SIBIRICA VARIEGATA'	SIBERIAN VARIEGATED DOGWOOD	22	#02 CONT. /2.0M O.C. SPACING
EUONYMUS ALATUS COMPACTA	DWARF BURNING BUSH	27	#02 CONT. /1.8M O.C. SPACING
HYDRANGEA MACROPHYLLA 'BAILMER'	ENDLESS SUMMER HYDRANGEA	39	#02 CONT. /1.5M O.C. SPACING
PHYLADELPHUS LEWISII	WILD MOCKORANGE	14	#02 CONT. /2.4M O.C. SPACING
ROSA MEIDILAND 'MEIDOMONAC'	BONICA ROSE	60	#02 CONT. /1.2M O.C. SPACING
SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	39	#02 CONT. /1.5M O.C. SPACING
PERENNIALS, GRASSES & GROUNDCOVERS			
ACHILLEA FILIPENDULINA 'MOONSHINE'	MOONSHINE YARROW	109	#01 CONT. /0.75M O.C. SPACING
AGASTACHE CANA	HUMMINGBIRD MINT	75	#01 CONT. /0.9M O.C. SPACING
ASTILBE JAPONICA 'PEACH BLOSSOM'	PEACH BLOSSOM ASTILBE	109	#01 CONT. /0.75M O.C. SPACING
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	75	#01 CONT. /0.9M O.C. SPACING
ECHINACEA 'PRAIRIE SPLENDOR'	PRAIRIE SPLENDOR CONEFLOWER	170	#01 CONT. /0.6M O.C. SPACING
HEMEROCALLIS 'RUBY STELLA'	RUBY STELLA DAYLILY	109	#01 CONT. /0.75M O.C. SPACING
HOSTA 'GUACAMOLE'	GUACAMOLE HOSTA	87	#01 CONT. /1.0M O.C. SPACING
MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	87	#01 CONT. /1.2M O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	75	#01 CONT. /0.9M O.C. SPACING
PANICUM VIRGATUM 'ROSTRAHLBUSCH'	RED SWITCH GRASS	162	#01 CONT. /1.2M O.C. SPACING
PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE FOUNTAIN GRASS	87	#01 CONT. /1.0M O.C. SPACING
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	87	#01 CONT. /1.2M O.C. SPACING
PICEA ABIES 'LITTLE GEM'	LITTLE GEM NORWAY SPRUCE	87	#01 CONT. /1.0M O.C. SPACING
PINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	109	#01 CONT. /0.75M O.C. SPACING
RUDBECKIA FULGIDA 'GOLDSTURM'	GOLDSTURM CONEFLOWER	109	#01 CONT. /0.75M O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	AUTUMN JOY STONECROP	109	#01 CONT. /0.75M O.C. SPACING

NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED B.C.L.N.A. STANDARDS.

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

3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 50mm DOUGLAS RED FIR MULCH OR ROCK MULCH, AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.

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

5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 100mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.outlanddesign.ca

N

PROJECT TITLE

720 VALLEY ROAD BUILDING 1

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION		
1	17.03.15	Development Permit
2		
3		
4		
5		

PROJECT NO	17-002
DESIGN BY	KG
DRAWN BY	NG
CHECKED BY	FB
DATE	MAR. 15, 2017
SCALE	1:250

SEAL

BRITISH COLUMBIA SOCIETY OF LANDSCAPE ARCHITECTS
REGISTERED MEMBER
FIONA BARTON
334

DRAWING NUMBER

L1/2

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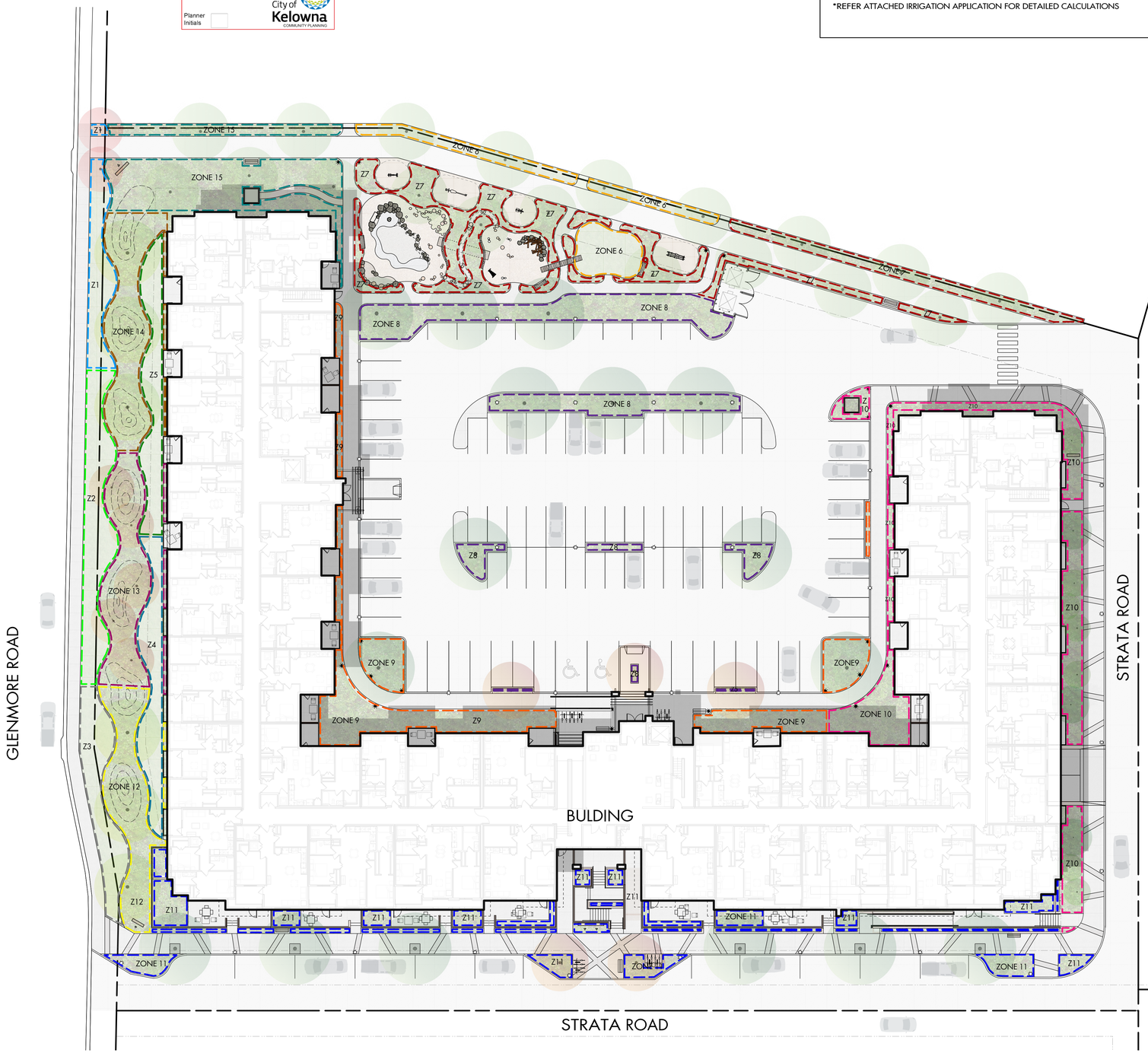
SCHEDULE C
This forms part of application
DP17-0017
City of Kelowna
COMMUNITY PLANNING
Planner Initials



WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 2,400 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 1,690 cu.m. / year
WATER BALANCE = 710 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

IRRIGATION LEGEND

ZONE #1: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 62 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 89 cu.m.

ZONE #2: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 102 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 146 cu.m.

ZONE #3: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 79 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 113 cu.m.

ZONE #4: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 77 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 110 cu.m.

ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 77 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 110 cu.m.

ZONE #6:LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 107 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 153 cu.m.

ZONE #7: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 262 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 146 cu.m.

ZONE #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 236 sq.m.
MICROCLIMATE: NORTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 131 cu.m.

ZONE #9: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 232 sq.m.
MICROCLIMATE: NORTH EXPOSURE, PARTIALLY SHADED BY TREES AND BUILDING
ESTIMATED ANNUAL WATER USE: 129 cu.m.

ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 232 sq.m.
MICROCLIMATE: EAST & WEST EXPOSURE, PARTIALLY SHADED BY TREES AND STRUCTURE
ESTIMATED ANNUAL WATER USE: 129 cu.m.

ZONE #11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 205 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 114 cu.m.

ZONE #12: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 112 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 62 cu.m.

ZONE #13: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 127 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 71 cu.m.

ZONE #14: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 132 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 73 cu.m.

ZONE #15: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 208 sq.m.
MICROCLIMATE: NORTH WEST EXPOSURE, PARTIALYL SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 116 cu.m.

IRRIGATION NOTES

1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).

2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.

3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.

4. AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.

5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.

6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.

7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m /SEC.

8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
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N

PROJECT TITLE
720 VALLEY ROAD BUILDING 1
Kelowna, BC

DRAWING TITLE
WATER CONSERVATION / IRRIGATION PLAN

ISSUED FOR / REVISION		
1	17.03.15	Development Permit
2		
3		
4		
5		

PROJECT NO	17-002
DESIGN BY	SP
DRAWN BY	NG
CHECKED BY	FB
DATE	MAR. 15, 2017
SCALE	1:250

SEAL

CERTIFIED DESIGNER - LANDSCAPE DRIP - STEVE PETRYSHYN
CERTIFIED DESIGNER - TURF/COMMERCIAL - STEVE PETRYSHYN

DRAWING NUMBER
L2/2

ISSUED FOR REVIEW ONLY

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Report to Council

Date: March 27, 2017

File: 1200-70

To: City Manager

From: Ross Soward, Planner Specialist

Subject: Capri-Landmark Plan Kickoff

Recommendation:

THAT Council endorses the initiation of the Capri-Landmark Plan as outlined in the report from the Planner Specialist, dated March 27, 2017.

THAT Council endorses the public engagement phases as outlined in the report from the Planner Specialist, dated March 27 ,2017.

Purpose:

To present the scope, timeline and engagement approach for the Capri-Landmark Urban Centre Plan and to receive council authorization to move forward with this long-range planning initiative.

Background:

The on-going transformation of Kelowna's five urban centres requires comprehensive long-range planning that considers future land use, while determining long-term transportation and community infrastructure needs. Kelowna's Official Community Plan (OCP) has a goal of accommodating 44 per cent of future residential growth in the City's urban centres. Building on this goal, the Council endorsed *Urban Centres Roadmap (UCR)* established the key ingredients for Kelowna's urban centres to deliver a high quality of life to future residents and employees. The *UCR* principles outline the key values associated with great urban centres and the targets to apply to encourage successful urban centres. The Capri-Landmark Plan is the first planning process where these new principles and targets can be tailored to a specific urban centre.

Capri-Landmark has become one of the city's major employment centres and is also quickly becoming an attractive area for new multi-unit housing. However, as the area has evolved, key infrastructure in the form of roads, sidewalks, public space and other amenities has not been developed, resulting in a significant infrastructure deficit. At the same time, there is significant development pressure and the

area lacks a clear plan for future growth, transportation and amenities. Overall, the Capri-Landmark urban centre plan will be critical in positioning the area for success by directing future growth and planning for the amenities and infrastructure needed to support that growth.

Planning Objectives

The Capri-landmark plan will establish a 20-25-year vision and strategy to align growth and investment in the area. Staff have identified the following planning objectives and outcomes for the planning process:

- Re-examine future land use strategy for area
- Determine transportation network enhancements to support all modes of transport
- Identify future public spaces and parks to support growing number of residents and workers
- Establish a main street to focus commercial and urban design in the area
- Determine long-term infrastructure and servicing requirements to support growth
- Create an implementation strategy to support key public improvements

Plan Area Context

The Capri-Landmark urban centre (map below) has a population 2,386 residents within an area of approximately 94 hectares. The plan area is a major employment centre, with approximately 8,000 jobs in the area as well as several established residential areas. There are two distinct sub-areas within the plan boundaries, each of which is characterized by its own centre of activity. In the Capri area (west of Burtch Rd.), the node is the Capri Centre, a major service and employment hub. To the east of Burtch Rd., the Landmark area is defined by the concentration of office towers at the corner of Dickson Ave. and Dayton St. The Capri area has a greater amount of established residential, while much of the aging commercial buildings east of Dayton in Landmark are expected to be redeveloped within the next 20 years.

Capri-Landmark Plan - Study Area Map

Project Description

Over the next twelve months, staff will involve key stakeholders and members of the public in a multi-step planning process. Throughout the planning process, future land use goals, transportation enhancements and long-term public and open space needs will be determined. The Plan will be addressing both the infrastructure and amenity deficit that exists today, as well as the long-term needs for the area, given the significant growth anticipated to occur. The plan will outline future development and transportation goals for the Capri-Landmark urban centre, providing clarity to the community and council as individual development projects come forward. The planning process is broken into four key phases of work that are described below.

Background Feb-March

- Profile and background
- Engagement Plan
- Terms of Reference for consultant support
- Council Report Kick-off

Concept Planning Apr-July

- Community engagement listen and learn & stakeholder engagement
- Engage consultants and begin concept planning meetings
- Concept development (2-3 preliminary concepts)
- Community workshop to share 2-3 preliminary concepts
- Report to Council to review preliminary concepts

Preferred Concept Aug-Oct

- Evaluate concepts: public feedback, *Urban Centres Roadmap and* transportation analysis
- Develop preferred plan: transportation network, future land use, public / open space
- Urban design consultant support to render preferred concept plan
- Community engagement on preferred concept plan
- Report to council on preferred concept plan to receive endorsement to develop final plan and Transportation Impact Assessment (TIA)

The key outcome of phase 3 (Preferred Concept) will be a Council Report where the preferred concept plan is presented for endorsement. Once Council selects its preferred land use and transportation direction, the project will move forward to the final phase, which will have two parallel streams of work taking place as described in the graphic below.

Draft Plan & Implementation Strategy Stream A (Nov-Feb)	Transportation Impact Assessment Stream B (Nov-Jan)
• Plan document and supporting content (visuals, text, policy etc) • Detailed planning on public realm identity and main street concept within Landmark area • Implementation strategy and costing with key funding mechanisms for public improvements • Draft Plan consultation • **Finalize plan and prepare final Council report**	• TIA based on preferred land use & transportation network • Define detailed improvements with associated costing • **Bring forward for approval as part of final plan council report**

At the end of the Draft Plan & Implementation Strategy phase a final plan will be completed for the study area that will include the following deliverables:

- Future land use plan with supporting land use targets
- Policy directions on key theme areas (transportation, environment, public space and parks etc)
- Sub-area policies with specific land use, transportation and public space direction
- Designated main street with preliminary streetscape concept
- Multi-modal transportation plan with major network improvements
- Public amenities and open space plan with concept plan for Daylighting of Ritchie Brook
- Servicing and infrastructure recommendations to support growth targets
- Implementation strategy outlining key actions and funding mechanisms to support plan
- Transportation Impact Assessment (TIA) with major and minor transportation improvements identified and costed based on the land use goals

Engagement Strategy for the Capri-Landmark Plan

Based on the principles of the City's *Engage Program* the following engagement goals were identified:

I. To educate the community of City's goals for urban centre development
II. To involve the public and key stakeholders to understand key strengths and issues of the area
III. To involve key stakeholders in the concept development and evaluation of the plan
IV. To build support for redevelopment and transportation enhancements in the plan area
V. To ensure public understanding of the final plan

Capri-Landmark Plan Engagement Activities
Information Sharing and Building Awareness (March-April 2017) • Establish project webpage to help community understand project scope, staff contact, timeline and upcoming public engagement opportunities • Meet with key stakeholders to build awareness of process and to gather thoughts on key strengths and issues in area
Community Workshop and Concept Development (April-October 2017) • Listen and learn opportunities to identify current strengths and weaknesses of project area • Involve public and stakeholders in defining local identity for area • Involve key stakeholders on development of concept options and key criteria for plan evaluation • Consult public and key stakeholders on transportation plan options • Consult all stakeholders on refined, preferred concept
Draft Plan Consultation (November-January) • Inform community of draft plan direction • Involve public and stakeholders in implementation strategy
Informing Community (February-March 2018) • Inform community and stakeholders of implications of adopted plan

The Plan will provide a variety of opportunities for in-person and online public engagement to allow local residents, landowners, community organizations and key stakeholders to provide input on the future planning of the area.

More information about the project is available at kelowna.ca/planningprojects under Capri Landmark

Conclusion

This project builds on the recently adopted *Urban Centres Roadmap* setting the standard for planning excellence to support the development of vibrant urban centres in Kelowna. The Plan process will set the long-term vision for future growth and civic investment to ensure development and investment transforms Capri-Landmark into an area that delivers a high quality of life for future residents and employees.

Internal Circulation
Divisional Director, Community Planning and Real Estate
Manager, Long Range Policy and Planning
Department Manager, Community Planning
Manager, Urban Planning
Manager, Integrated Transportation Department Manager
Transportation Engineer Planning & Development
Design Technician, Utility Planning
Communications Consultants, Corporate
Engineering Technical Support Coordinator

Existing Policy
2030 Official Community Plan
<u>Objective 5.3 Focus development to designated growth areas</u>

> Policy .2: Compact Urban Form.
> 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 per ha 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).

Urban Centres Roadmap
<u>Principles for Urban Centre Development</u>

> Principle 1: Promote Vitality Through a Mix of Land Uses
> Principle 2: Encourage Building and Street Proportions that are Inviting for People
> Principle 3: Ensure a Diversity of Housing Types
> Principle 4: Establish Flexible Public Spaces that Promote Social Interaction
> Principle 5: Promote Local Character and Sense of Place
> Principle 6: Design for Environmental Resilience
> Principle 7: Prioritize Alternative Transportation Options and Connections
> Principle 8: Create Streets and Blocks that are Walkable and Comfortable for all Pedestrians

Council Priorities

Focus Areas

Clean drinking water
Building vibrant urban centres
Ensuring a healthy, safe, active & inclusive community
Delivering a balanced transportation network
Acting as a catalyst for business
Providing strong financial management
Housing diversity
Homelessness
Focus area public safety
Focus area preserve agricultural land

Financial/Budgetary Considerations:
Professional and Consulting Budget = $146,700

Personnel Implications:
1455 hours of staff time

Submitted by:
Ross Soward, Planner Specialist

Approved for inclusion: James Moore, Manager of Long Range Policy & Planning

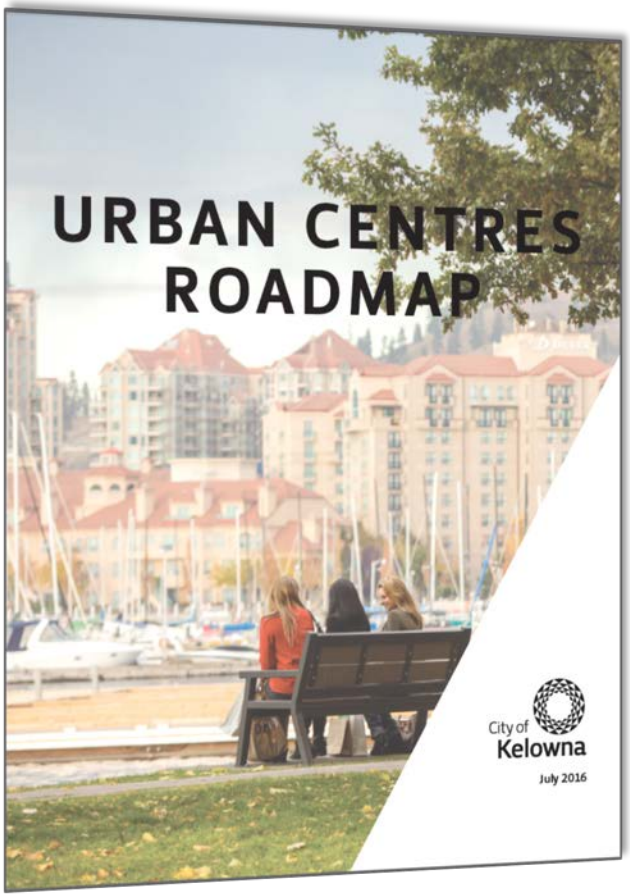
cc:
Divisional Director, Community Planning and Real Estate
Manager, Long Range Policy and Planning
Department Manager, Community Planning
Manager, Urban Planning
Manager, Integrated Transportation Department Manager
Transportation Engineer Planning & Development
Design Technician, Utility Planning
Communications Consultants, Corporate
Engineering Technical Support Coordinator

City of Kelowna

Capri-Landmark Urban Centre Plan

Policy & Planning, March 27th, 2017

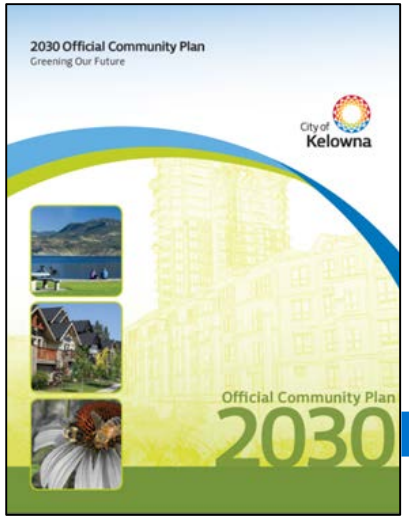
Urban Centres Roadmap (UCR)

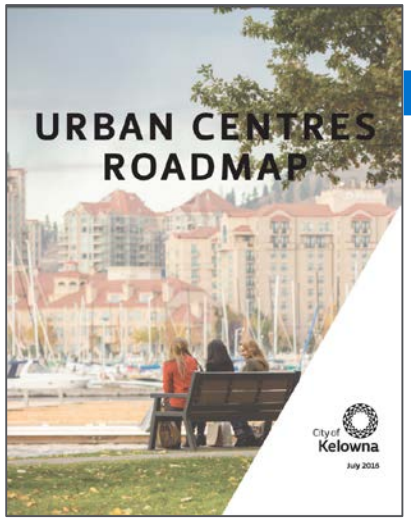


- Reinforces role of urban centres
- Establishes core Ingredients of urban centres
- Identifies targets to guide planning
- Established Capri-Landmark as priority one for area planning
- Capri-Landmark first plan since approval of UCR

Hierarchy of Plans

City of Kelowna





URBAN CENTRE PLAN PROCESS

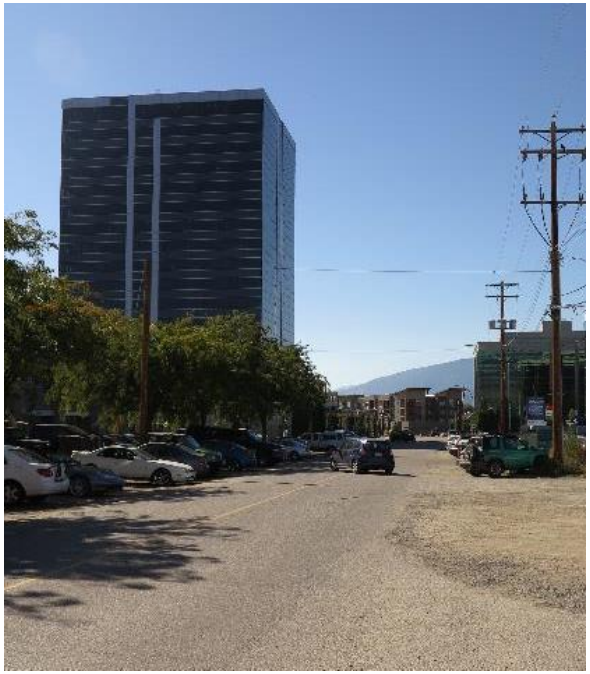
Zoning Bylaw & Design Guidelines

Individual Development Applications

Need for a Comprehensive Plan

City of Kelowna

AREA IN TRANSITION



INFRASTRUCTURE DEFICIT

LACK OF AMENITIES

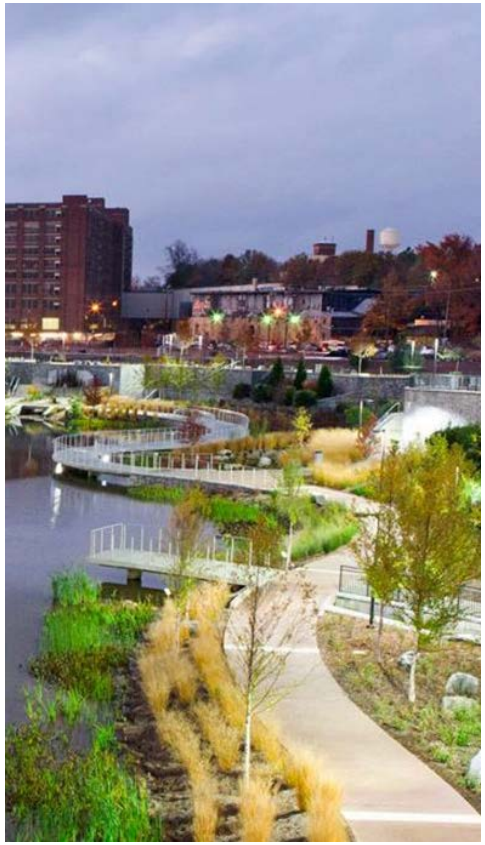
Plan Objectives

City of Kelowna

- Re-examine the future land use to support growth
- Determine transportation network enhancements
- Identify future public spaces & parks
- Establish where to focus commercial & urban design
- Determine long-term infrastructure and servicing impacts to support growth
- Implementation strategy to support public improvements

Parkinson Recreation Park
PARKINSON
N
HARVEY AVE
GORDON DR
Sutherland Avenue Recreation Corridor
SUTHERLAND AVE
CAPRI
LANDMARK
SPALL RD
Millbridge Park
Pacific Court Park
BURTCH RD
SPRINGFIELD RD
CHANCES / RONA
Legend
Urban Centre boundary
City Parks
Areas of Influence
0 50 100 200 Meters
0 125 250 Meters

Opportunity to Transform Area



Key Phases & Milestones

City of Kelowna

Background Feb-March

- Profile and background
- Engagement Plan
- Terms of Reference for consultant support
- Council Report Kick-off

Concept Planning Apr-July

- Community engagement listen and learn & stakeholder engagement
- Engage consultants and begin concept planning meetings
- Concept development (2-3 preliminary concepts)
- Community workshop to share 2-3 preliminary concepts
- Report to Council to review preliminary concepts

Preferred Concept Aug-Oct

- Evaluate concepts: public feedback, *Urban Centres Roadmap and* transportation analysis
- Develop preferred plan: transportation network, future land use, public / open space
- Urban design consultant support to render preferred concept plan
- Community engagement on preferred concept plan
- Report to council on preferred concept plan to receive endorsement to develop final plan and Transportation Impact Assessment (TIA)

Final Phase

City of Kelowna

Endorsement of Preferred Plan
October-November

Draft Plan & Implementation
Nov-Feb

- Develop supporting plan content
- Public realm identity for Landmark
- Implementation strategy
- Draft Plan Consultation
- Finalize plan for final council report

TIA for Detailed Improvements
Nov-Feb

- TIA based on preferred land use plan
- Define improvements with associated costing
- Bring forward for approval as part of final council report

Community Engagement

City of Kelowna

Information Sharing & Building Awareness

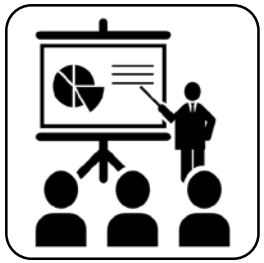
Phase 1

Community Workshop & Concept Development

Phase 2

Draft Plan Consultation

Phase 3



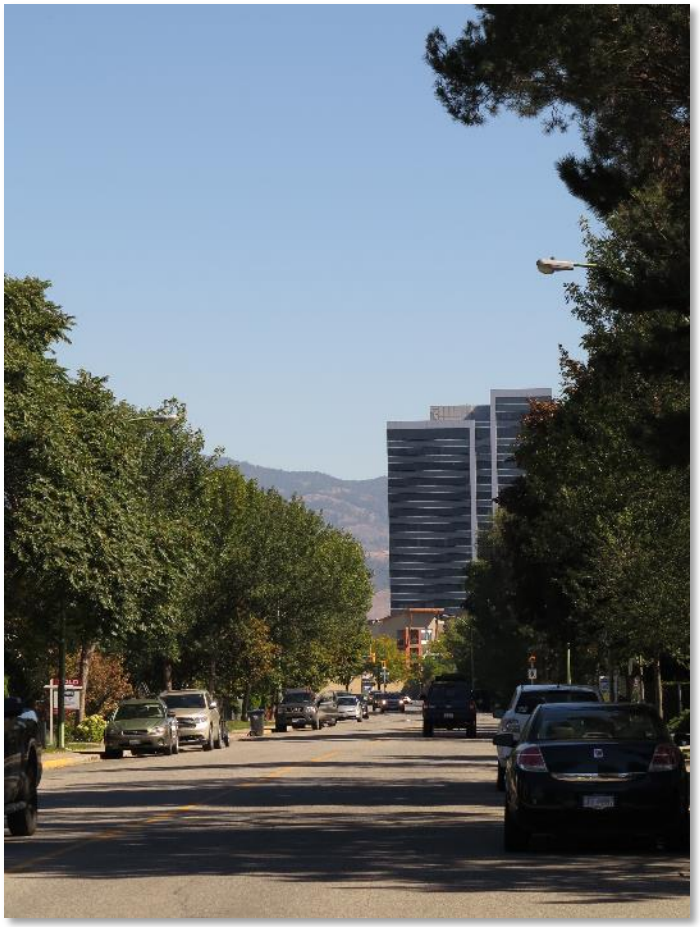
Informing Community

Phase 4

Final Plan Deliverables

City of Kelowna

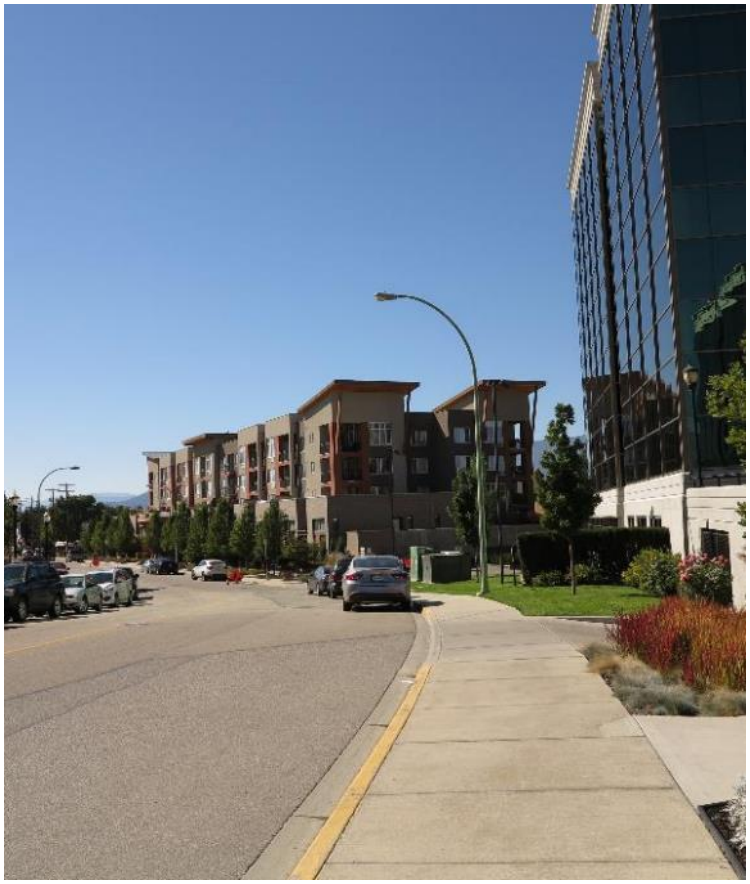
- Future land use strategy
- Policy directions
- Multi-modal transportation plan
  - Designated main street
- Public amenities & open space plan
  - Ritchie Brook Daylighting
- Implementation strategy
  - Costing & funding strategy
  - Servicing & infrastructure needs to support growth targets
- Transportation Impact Assessment (TIA) with improvements identified and costed



Conclusion

City of Kelowna

- Need strategic approach to support future growth
  - Boost share of residential
  - Address infrastructure deficit
  - Link transportation and land use planning
- Create certainty for future development
- Build further momentum for vibrant urban centres



Report to Council

Date: March 27, 2017

File: 0165-02

To: City Manager

From: G. March, Planner Specialist

Subject: 2016 Development Summary Report

Recommendation:

THAT Council receives for information the report from the Planner Specialist, dated March 27, 2017, with respect to the 2016 Development Statistics Summary Report

Purpose:

The purpose of this report is to provide a summary of residential, commercial, industrial, and institutional development in 2016, as measured by building permit issuances.

Background:

The Policy & Planning Department has been compiling the monthly statistics and preparing the annual Development Statistics Summary Report since 1987.

The 2016 Development Statistics Summary Report provides an overview of new development that was issued a building permit in 2016. The Report looks at the number and location of new residential, commercial, industrial and institutional building permits issued during the year. For context, the report also provides the current year to the previous 5 and 10 year averages.

The Annual Development Summary Report is intended to provide Council with a comprehensive picture of development in Kelowna, as well as to aide in policy development and decision making. Furthermore, the data from the report also feeds into other City reports such as the Official Community Plan (OCP) Indicators Report and the Community Trends Report, to name a few.

In summary, 2016 was a year characterized by growth in both commercial and residential development, but relatively low activity in institutional and industrial development. Highlights from the 2016 report are shown below:

- **Total dollar value** for all building permit issued in 2016 was $537,597,310. This is significantly higher than the most recent five and ten-year averages, and is the first time since 2007 that the total dollar value has exceeded a half-billion dollars.

- **Residential** building activity in 2016 saw building permits issued for 1,950 new residential units. This is significantly higher than the most recent five-year average of 1,138 units per year, as well as the most recent 10-year average of 1,067 units per year. In fact, 2016 saw permits issued for the second highest number of new units since the late 1980's, with 2005 the only year seeing more units. Furthermore, 2016 represents a 360% increase over 2011, which saw the fewest permits issued for new residential units since the late 1980's.

- Based on permit issuance, the 2016 housing split exceeded the OCP goal for the second consecutive year, and was approximately 36% single/semi-detached units and 64% multiple housing units. Since adoption of the current OCP, the housing split has been approximately 48% single/semidetached and 52% multiple housing units, which is just below the OCP target of 43% single/semi-detached and 57% multiple unit.

- Of the units issued a building permit in 2016, 47% were located within an Urban or Village Centre. However, as some of the Village Centres are outside of the Urban Core boundary, only 39% of all units were located within the Urban Core Area. The past two years have seen a significant increase over previous years in both the percentage and absolute number of new residential development in Urban or Village Centres.

- **Commercial** development in 2016 saw permits issued for 343,622 square feet of new floor space. This is just above both the most recent five and ten-year averages. However, only 21% of the total commercial square feet is located within the Urban and Village Centres, which is a decrease over the previous five years.
- **Industrial** development in 2016 was above the most recent five-year average, but below the ten-year average. The nature of industrial development is such that trends should be measured over multiple years versus year-to-year. One or two large projects in a given year can skew the annual averages significantly.
- **Institutional** building permits were issued for 166,026 square feet of new development in 2016. Similar to industrial development, new institutional floor space in 2016 is above the most recent five-year average but below the 10-year average. The public sector was responsible for approximately 85% of the institutional development in 2016.

It is not unusual for building permit issuances to increase or decrease from one year to the next. The OCP takes these types of fluctuations into account and forecasts on the basis of averages. As such, in any given year, building permit issuances may vary quite a bit from the average figure cited in the OCP. It is for this reason that the OCP forecasts in five-year increments, rather than in one-year increments. Looking forward, the first quarter of 2017 has already seen building permits issued for 858 new residential units, which is a 216% increase over the first quarter of 2016; 81% are for multiple-unit development. Comparatively, of the 271 residential units issued a permit is the first quarter of 2016, just under half were for multiple-unit development. In terms of new commercial, industrial and institutional floor space, the first quarter of 2017 has seen permits issued in all three categories for less floor space than in the first quarter of 2016.

The 2016 Development Statistics Summary Report (see link above) provides further details on the 2016 building activity and is currently posted on the City's web page for public information.

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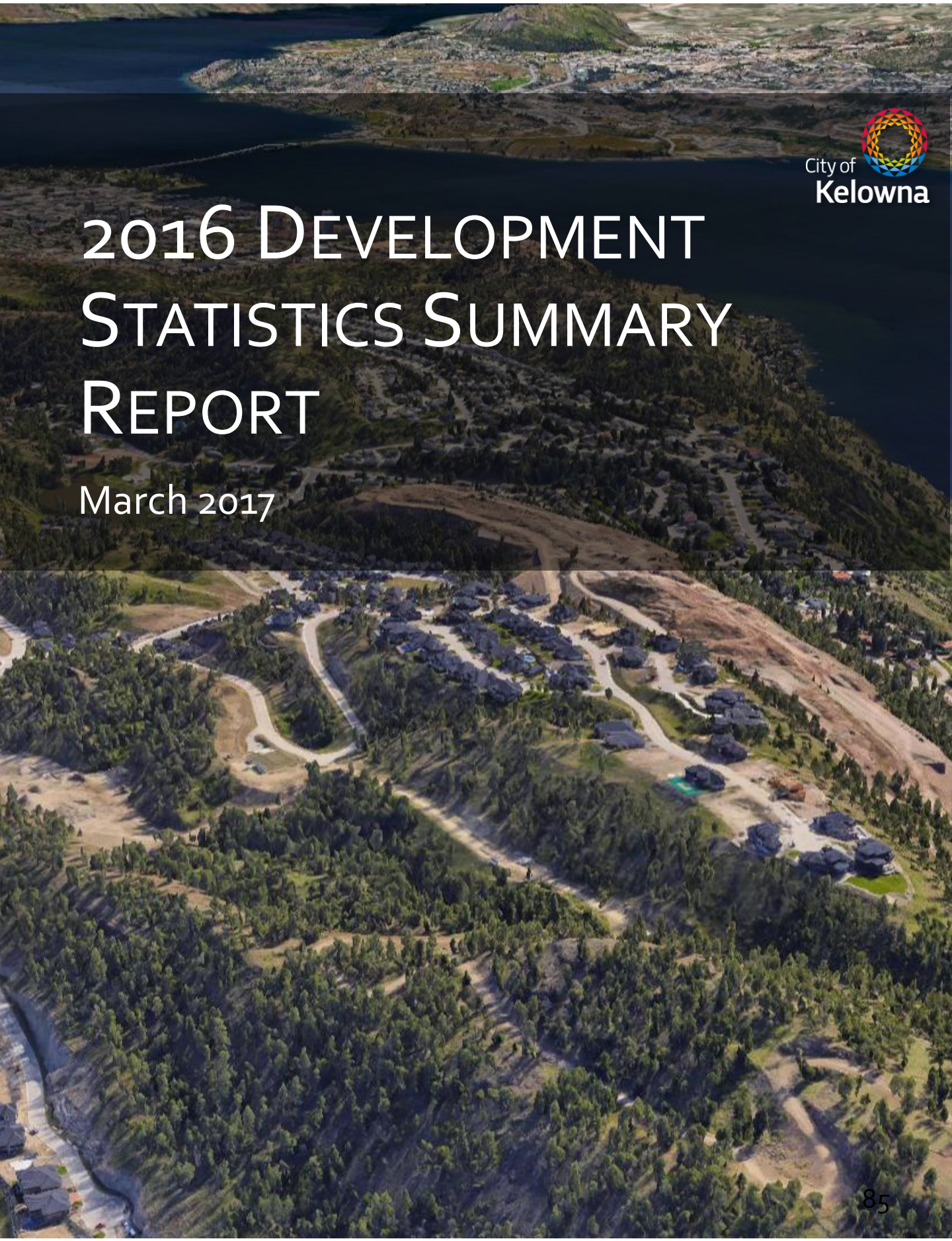


City of Kelowna

2016 Development Statistics Summary Report

March 2017

TABLE OF CONTENTS

	Page
Highlights	2
Definitions	6
Background	
City of Kelowna Sector Map	8
Urban Centres and Villages Centres Map	9
2016 Development Location by Sub-Type Map	10
2016 Development Summary	
Subdivision and Building Permit Statistics	11
2016 Development Summary	12
2016 Development Statistics within Urban Centres and Village Centres	13
2016 Development Statistics by Urban Centre and Village Centre	14
Development Statistics – Previous Year Comparisons	
Development Summary 2012 - 2016	15
Development Summary 2012 - 2016 Comparison Graphs	16
10 Year Development Summary, Residential and Industrial	17
10 Year Development Summary, Commercial and Institutional	18
Region Wide Residential Construction Statistics, 2012-2016	19
Residential Development Summary by Sector and Housing Type, 2012-2016	20
Development Statistics by Sectors, 2012-2016	22

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

HIGHLIGHTS

Note: Statistics contained within this report relate only to building permit issuances for the year 2016 and do not account for cancelled permits.

- **The total dollar value for all building permits issued in 2016 was $537,597,310.** The average total dollar value for all building permits issued over the last five years (2012-2016) is approximately $395,657,000 (*see figure p.10*).

- **488 lots were given lots were given final subdivision approval by the City of Kelowna in 2016.** This number represents a 25% increase from the 390 lots given final approval in 2015 and a 99% increase from the 245 lots in 2014. 2016 saw the largest number of lots given final approval since 650 lots were approved in 2008. On average, 299 lots have been given final subdivision approval each year since 2007 (*see figure p.10*).

Residential Development

- **By the end of 2016, residential building permits had been issued for 1,950 new units** (includes single detached, semi-detached, secondary suite, carriage house, mobile home, apartment and townhouse units). This total represents an increase of 520 units (36%) from 2015, and a 921 unit (90%) increase from 2014. Comparatively, 2016 represents a 1,527 unit (360%) increase over 2011, which saw the fewest permits issued for new residential units since the late 1980's. On average, 1,138 units were issued a permit between 2012 and 2016, and 1,067 units each year since 2007 (*see figures p. 14-16*).

  As a note, revised secondary suite policy was adopted by Council in September 2012. Under the new policy, secondary suites in accessory buildings are now referred to as "carriage house" (*see Definitions p.6)*.

- **In 2016, for the second consecutive year, the Highway 97 sector saw the highest number of building permits for residential development with 483 units, or 25% of the total.** The Highway 97 sector was closely followed by the Central City sector with 468, 24% of the total. The past two years have seen a shift in the location of new residential development. Prior to the past two years, the Glenmore/Dilworth sector held the top position for the six previous years. In 2016, the Glenmore/Dilworth sector saw the third highest percentage of new residential development with 237 units, or 12% of the total. Following these, the next highest number of permits issued was for the South Pandosy sector with 203 units (10%), followed by the Rutland sector with 105 units (5%). The remaining new residential development was distributed between the remaining sectors (*see figures p. 11 & 19-22)*.

- **The 2016 city-wide housing split was approximately 36% single/semi-detached housing units and 64% multi-unit housing.** This is up slightly from 2015 where split was 40% single and 60% multi-unit housing. Conversely, in 2014 and 2013, the housing split was flipped and was approximately 60% single/semi-detached and 40% multiple-unit. 2016 saw the highest percentage of multiple unit development since 2008, where the split was 69% multiple unit. The yearly average over the past five years (2012-2016) has been 48% single/semi-detached units and 52% multiple housing units. The ten-year average since 2007 has been 45% single/semi-detached and 55% multiple housing units per year, which is just below the

housing split that the OCP suggests of 57% multiple units and 43% single/semi-detached units (*see figures pp.14-16*).

- **Of the 706 single/semi-detached housing unit permits issued (including single-unit, duplexes, carriage houses, suites and mobile homes), 23% (163 units) were in the Glenmore/Dilworth sector,** 20% (143 units) were in the Southwest Mission sector, 15% (104 units) were in the Rutland sector, 14% (97 units) were in Belgo/Black Mountain, and approximately 8% (55 units) were located in the Central City sector.

- **Of the 1,244 multiple housing permits issued this year, 39% (474 units) were in the Highway 97 sector**, 33% (413 units) were in the Central City sector, and 12% (155 units) were in the South Pandosy sector. The remaining multiple housing permits were distributed among Glenmore/Dilworth (6%), North Mission/Crawford (6%), Rutland (4%), Belgo/Black Mountain (0.5%), McKinley (0.2%). No multiple housing permits were issued for the Southeast Kelowna nor the Southwest Mission sectors in 2016.

  2016 saw permits issued for the most multiple housing units since 2005. Permits were issued for 396 more multiple housing units in 2016 than in 2015, and 836 more multiple housing units than 2014. Of the 474 multi housing units in the Highway 97 sector, 466 were in the form of apartment units. Furthermore, all 466 of these apartment units are all located on Academy Way, adjacent to the UBCO campus. In 2015, permits were issued for 362 apartment units on Academy Way. Combined, the past two years has seen permits issued for 828 apartment units adjacent to the UBCO campus.

- **By the end of 2016, residential building permits had been issued for 916 new units within the Urban or Village Centres, or 47% of the 1,950 total units.** 2015 saw 680 units, or 48% of the total residential units located in an Urban or Village Centre. The past two years have seen a significant increase over previous years in both the percentage and absolute number of new residential development in Urban or Village Centres. Comparatively, 2014 saw 10% (105 units), 2013 was 25% (182 units), while 2012 saw 15% (82 units) of permits for new units located within an Urban or Village Centre (*see figures pp.12 & 13*). See Map 5.3 for a map of the Urban and Village Centres.

  Of the 916 new residential units within the Urban or Village Centres in 2016, 892, or 97%, were multiple housing units. Some of the larger residential projects includes 466 apartment units split across four projects along Academy Way in the University South village centre, a new 4 storey, 83 unit, apartment building at 1770 Richter Street in the City Centre urban centre, as well as 81 units as part of the SoPa Square development at 485 Groves Ave in the South Pandosy urban centre.

- **The Urban Core Area was introduced with adoption of the 2030 Official Community Plan (OCP Map 5.1). 2016** saw residential building permits issued for 757 new units within the Urban Core Area, or 39% of all residential permits. Of these, 612 units, or 81%, were multiple housing units. Comparatively, 2015 saw permits issued for 358 new residential units (25%) within the Urban Core Area. Of the 358 new residential units issued in 2015, 233 units, or 65%, were for multiple housing units.

- **In 2016, Kelowna represented 75% of all residential development within the RDCO.** Whereas Kelowna represented 78% of all residential development in 2015, 76% in 2014, 71% in 2013, and 68% in 2012 (*see figures p.18*).

  The RDCO is comprised of the City of Kelowna, the RDCO, the District of West Kelowna, the District of Peachland, and the District of Lake Country.

Commercial Development

- **In 2016, permits were issued a total of 343,622 square feet of commercial development.** Over the last five years (2012-2016) 1,706,242 square feet of commercial space was added, for an average of approximately 341,248 square feet per year. Since 2007, an average of 300,244 square feet has been added per year (*see figures pp.14, 15 & 17*).

  2016 saw total square feet of building permits issued for the second largest amount of commercial square footage since 2012, and the third largest total in the past ten years. Three of the largest commercial projects to receive a building permit in 2016 were all located in the Highway 97 Sector, and consist of one commercial complex and two new car dealerships. The commercial complex is located at the corner of Hwy 97 N and Airport Way, across from the entrance to YLW, and consists of five commercial retail units totaling 23,688 square feet. Of the two new car dealerships to receive a building permit in 2016, the largest is the new Kelowna Nissan Infiniti dealership and servicing building located at 2741 Hwy 97 N, totaling 47,300 square feet. The other new car dealership is the new Porsche dealership located 888 Finns Rd and totals 23,100 square feet.

- **In 2016, 62% of the total commercial square footage was in the Highway 97 sector (212,968 sq ft),** 14% was in the Central City sector (46,688 sq ft), 13% was in the South Pandosy/KLO sector (45,854 sq ft), and 5% was in the Glenmore/Dilworth sector (17,753 sq ft)

- **Commercial development within the Urban or Village Centres totaled 73,275 square feet, or 21% of the 343,622 square feet of the commercial development issued a permit in 2016.** This was a decrease from 2015 where 84%, or 338,733 square feet, of new commercial development was located in the Urban or Village Centres. Comparatively, 2014 saw 46%, 2013 and 2012 both saw 76%, and 2011 saw 83% of total commercial square feet issued a permit in an Urban or Village Centre (*see figures p. 12-13*).

Industrial Development

- **2016 industrial development totaled 111,060 square feet.** Over the last five years (2012-2016) 475,243 square feet of industrial space has been added, for an average of approximately 95,050 square feet per year. The ten-year average since 2007 has been 150,982 square feet per year (*see figures p.14-16*).

  Some of the larger industrial projects approved in 2016 included an office/warehouse building totaling 21,587 square feet warehouse at 871 McCurdy Pl, a new 20,021 square foot, two storey office/warehouse building located at 1010 Ellis St, as well as another new office/warehouse building at 3190 Sexsmith Rd, totaling 14,025 square feet.

- **The majority of the industrial activity was in the Highway 97 sector**, with 84,253 square feet, or 76% of the total industrial square footage approved in Kelowna in 2016. The only other sector that saw permits issued for industrial development was the Central City sector, with 26,807 square feet, or 24% of the total *(see figure p. 11)*.

- **Of the 111,060 square feet of the industrial development issued permits in 2016, 18% (20,021 square feet) was in an Urban or Village Centre.** A single building permit of 20,021 square feet was responsible for all the industrial development in the urban centres, which is located within the City Centre urban centre. The City Centre was also the only urban centre to see any new industrial development in 2015. Conversely, 2011 through 2014 saw no permits issued for industrial development in the Urban or Village Centres. It should be noted that the OCP Future Land Use map provides for only a very limited supply of industrial land within the Urban and Village Centres so these ratios are not an indication that industrial development is inconsistent with OCP provisions.

Institutional Development

- **2016 institutional development totaled 166,026 square feet.** Over the last five years (2012-2016) 585,539 square feet of institutional space was added, for an average of 117,108 square feet per year. The ten-year average since 2007 has been 205,303 square feet per year.

  In 2016, the public sector initiated 85% of the total institutional development in the City while the private sector initiated 15%. In 2015, the public sector initiated 100% of the new institutional development. Comparatively, in 2014, the public sector accounted for 98% of the total institutional development, and in 2013 the public sector was responsible for 61% of all institutional development (*see figures pp. 14, 15 & 17*).

  Some of largest new institutional projects to receive a building permit in 2016 included a 55,075 square foot addition to School District 23 Administration Building at 1040 Hollywood Rd S (public), as well as a new 23,844 square foot gymnasium/youth centre as part of Kelowna Trinity Baptist Church as 1955 Springfield Rd (private). Comparatively, 2015 saw significant public investment in the new police services building at 1190 Richter St, as well as new Memorial Parkade in downtown. 2014 saw significant public investment in the expansion of Okanagan College and the new IH&SC building at Kelowna General Hospital.

- **Of the 166,026 square feet of new institutional development within the City of Kelowna in 2016, 28% (46,140 square feet) of it was located in the City Centre Urban Centre.** Comparatively, 2015 saw 98% institutional permits issued in the urban or village centres, 2014 saw 73% within an urban or village centre, in 2013, 19% was within an urban or village centre, and in 2012 there were no institutional permits issued with an urban or village centre. (*It should be noted that two of Kelowna's largest institutions, UBCO and Kelowna General Hospital, are not within the Urban or Village Centres* (*see figures pp.12-13*).

Demolitions

- **In 2016, 113 demolition permits were issued.** Comparatively, 2015 saw 93 demolition permits issued, 2014 saw 109 permits, and in 2013 there were 82 demolition permits issued.

DEFINITIONS

(From the City of Kelowna Zoning Bylaw No. 8000)

Apartment Housing means any physical arrangement of attached dwelling units, intended to be occupied by separate households, which does not conform to the definition of any other residential use class.

Carriage House means an additional dwelling unit located within a building that is subordinate to the principal dwelling unit and is a single real estate entity. The total floor space is no more than 90m2 in area, and has a floor space less than 75% of the total habitable floor space of the principal building.

Embodied Energy means the available energy that was used in the work of making a product. Embodied energy is an accounting methodology which aims to find the sum total of the energy necessary for an entire product lifecycle. This lifecycle includes raw material extraction, transport, manufacture, assembly, and installation. In our calculations we do not include the embodied energy for disassembly or deconstruction.

General Commercial includes all commercial development in all commercial zones except office and hotel/motel uses.

Hotel means a building or part thereof with a common entrance lobby and shared corridors, which provides sleeping accommodation for transient visitors and may include public facilities such as restaurants, banquet, beverage, meeting and convention rooms, recreation facilities and personal service establishments for the convenience of guests. The maximum length of stay is no more than 240 days.

Mobile Home means a single or multiple section single detached dwelling unit (CSA Z240 and CSA A277 certified standards or BC Building Code standards) for residential occupancy designed to be transportable on wheels.

Motel means a building or group of buildings divided into self-contained sleeping or dwelling units, each with a separate exterior entrance and convenient access to on-site parking. Motels may include eating and drinking establishments and personal service establishments. The maximum length of stay is no more than 240 days.

Offices means development primarily for the provision of professional, management, administrative, consulting, or financial services in an office setting. Typical uses include but are not limited to the offices of lawyers, accountants, travel agents, real estate and insurance firms, planners, clerical and secretarial agencies. This includes construction and development industry offices but excludes government services, the servicing and repair of goods, the sale of goods to the customer on the site, and the manufacture or handling of a product.

Private Institutional includes irrigation and utility companies, private schools, nursing homes and private hospitals, sports clubs, and churches.

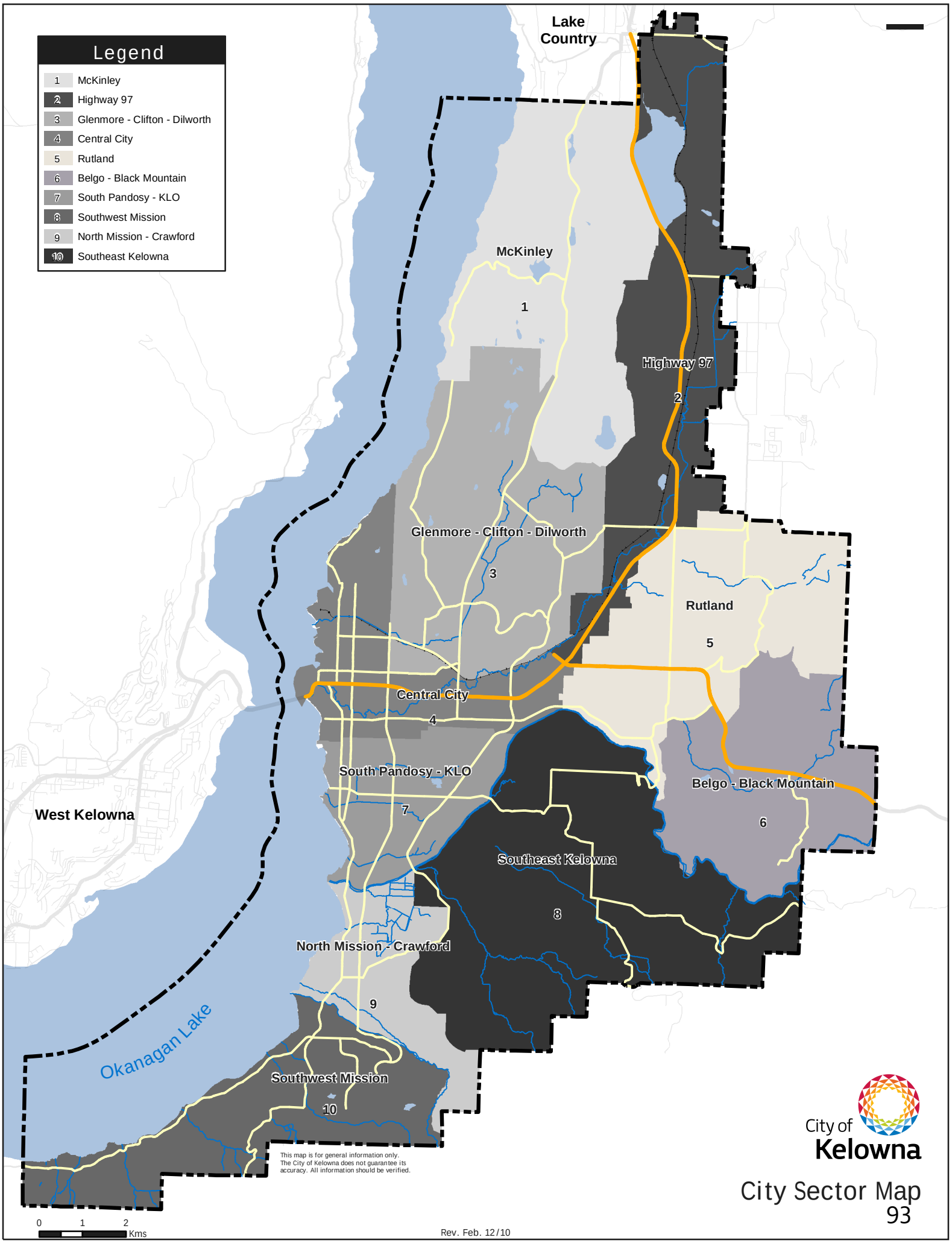
Public Institutional includes government facilities, public schools, universities and colleges, as well as public hospitals.

Row Housing means a development containing three or more dwelling units with a separate exterior entrance at grade that shares no more than two party walls with adjacent dwelling units. No part of any dwelling is placed over another in part or whole and every dwelling shall have a separate, individual, direct access to grade.

Secondary Suite means an additional **dwelling** unit located within a residential building that has a total floor space of no more than 90m2 in area, having a floor space less than 40% of the total habitable floor space of that building, and is subordinate to the principal **dwelling** unit and is a single real estate entity. This **use** does not include **duplex housing**, **semi-detached housing**, **apartment housing**, or **boarding and lodging houses.**

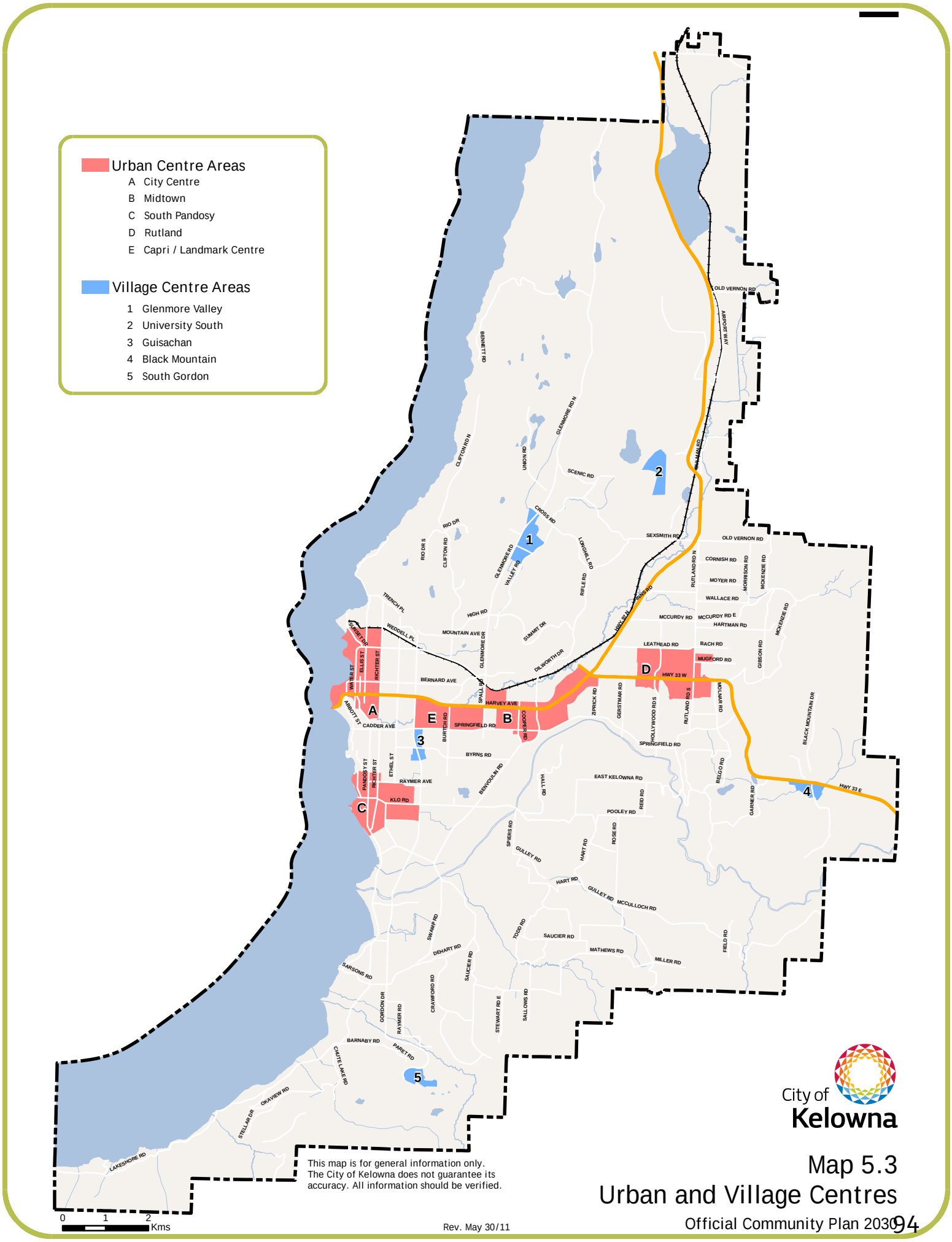
Semi-Detached Housing means a building containing dwelling units connected above or below grade and designed exclusively to accommodate two households living independently in separate dwellings side by side, each having a separate entrance at, or near, grade.

Single Detached Housing means a detached building containing only one dwelling unit, designed exclusively for occupancy by one household. Where a secondary suite is permitted, this use class may contain a secondary suite. This use includes modular homes that conform to the CSA A277 standards, but not a mobile home designed to CSA Z240 standards.



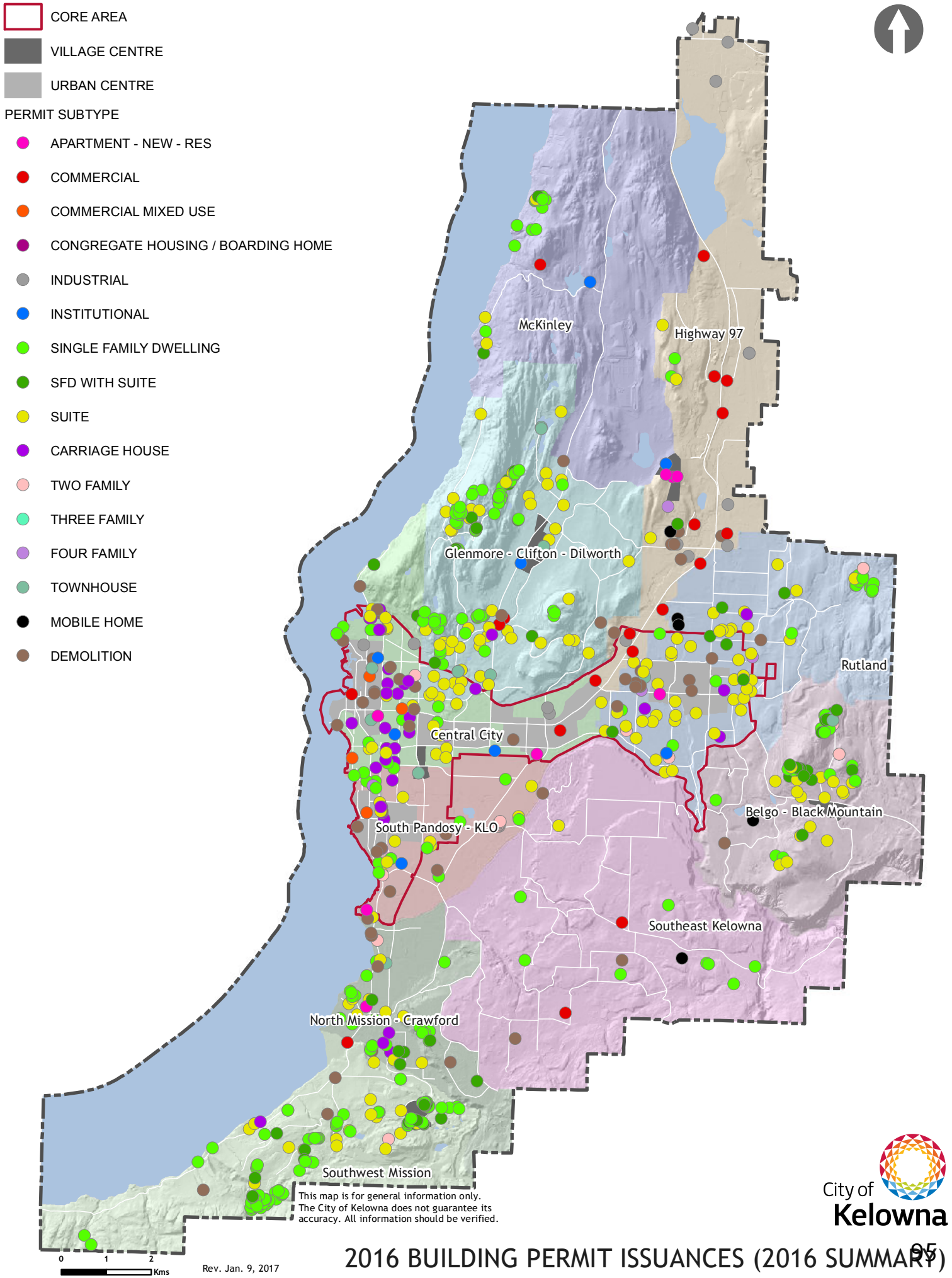
City Sector Map

Rev. Feb. 12/10



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

Map 5.3
Urban and Village Centres



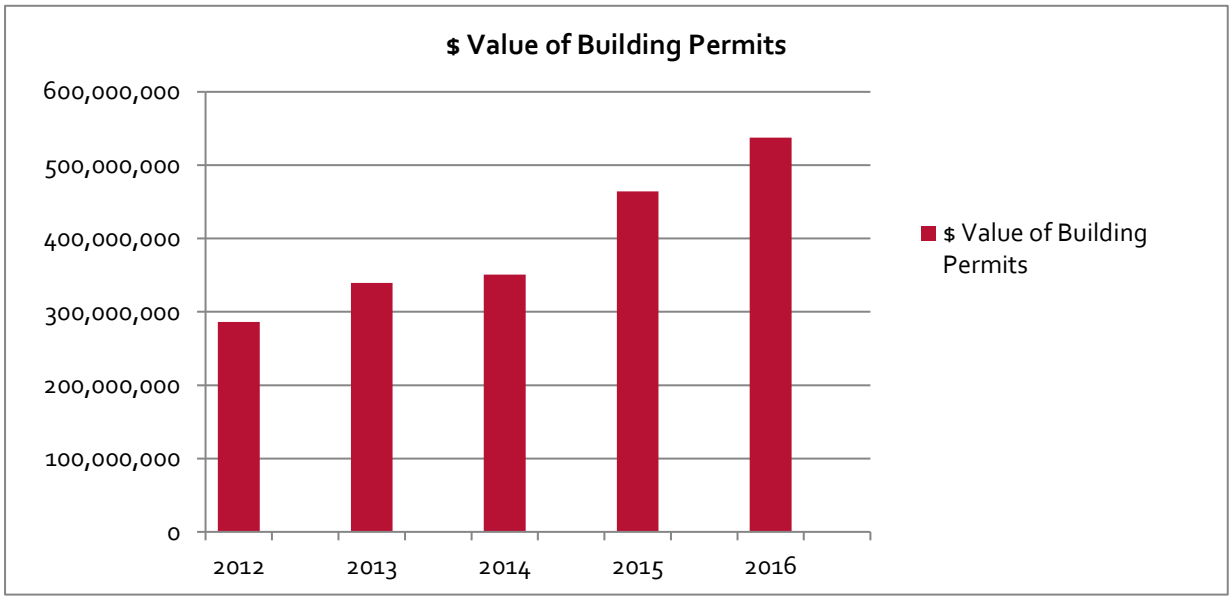
2016 BUILDING PERMIT ISSUANCES (2016 SUMMARY)

Building Permit and Subdivision Statistics

$ Value of Building Permits

$ value of building permits	2012	2013	2014	2015	2016
	286,267,389	339,362,865	350,823,660	464,236,912	537,597,310

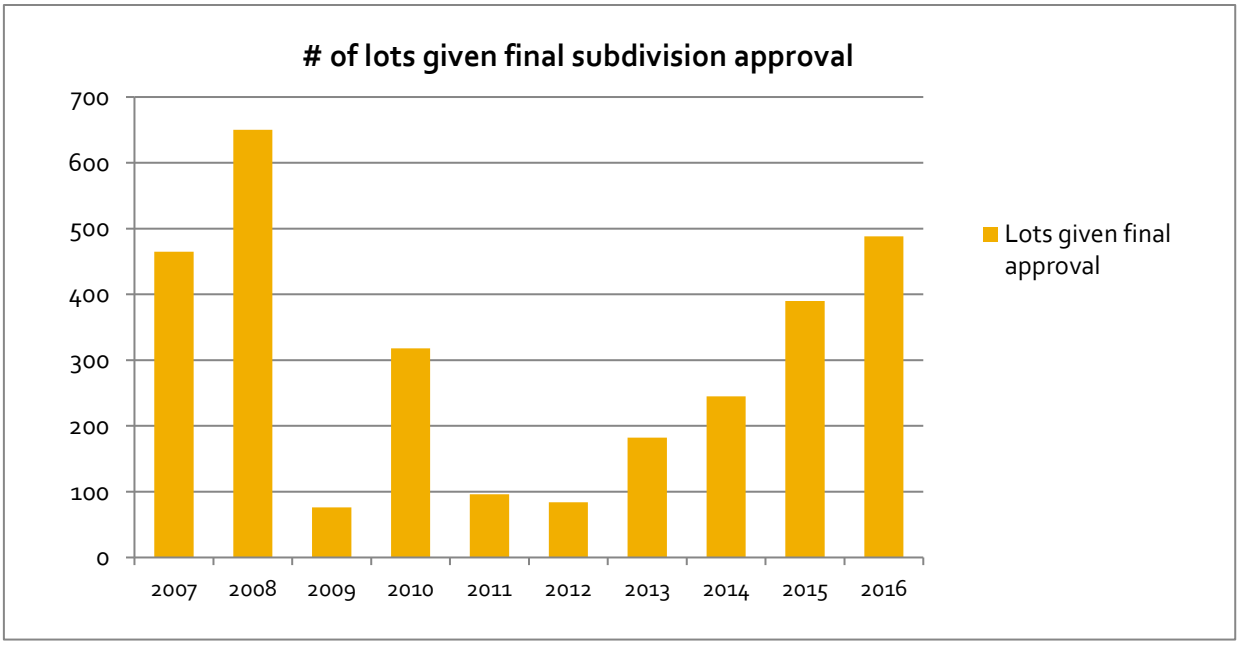
* average value of building permits between 2012-2016 = $ 395,657,627



Subdivision Statistics

# of lots given final approval	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	465	650	76	318	96	84	182	245	390	488

* average number of lots given final approval 2007-2016 = 299



DEVELOPMENT SUMMARY 2016

Residential Totals by Housing Type (in number of housing units)

SECTOR	Single Detached	Semi-Detached	Secondary Suites	Row Housing	Apartment Units	Mobile Home	Carriage House	TOTAL
Sector 1 - McKinley	17	0	5	3	0	0	0	**25**
Sector 2 - Highway 97	4	0	4	8	466	1	0	**483**
Sector 3 - Glenmore/Clifton/Dilwort	92	0	69	74	0	0	2	**237**
Sector 4 - Central City	14	2	21	17	396	0	18	**468**
Sector 5 - Rutland	31	14	52	21	23	2	5	**148**
Sector 6 - Belgo/Black Mountain	42	18	36	8	0	1	0	**105**
Sector 7 - South Pandosy/KLO	18	12	10	32	123	0	8	**203**
Sector 8 - Southeast Kelowna	9	0	2	0	0	1	0	**12**
Sector 9 - North Mission/Crawford	27	6	17	8	65	0	3	**126**
Sector 10 - Southwest Mission	103	6	33	0	0	0	1	**143**
CITY TOTAL	**357**	**58**	**249**	**171**	**1,073**	**5**	**37**	**1,950**

Commercial Totals in Square Feet

SECTOR	General	Office	Hotel / Motel	TOTAL
Sector 1 - McKinley	860	0	0	**860**
Sector 2 - Highway 97	212,968	0	0	**212,968**
Sector 3 - Glenmore/Clifton/Dilwort	17,156	597	0	**17,753**
Sector 4 - Central City	22,833	23,855	0	**46,688**
Sector 5 - Rutland	6,442	0	0	**6,442**
Sector 6 - Belgo/Black Mountain	0	0	0	**0**
Sector 7 - South Pandosy/KLO	45,854	0	0	**45,854**
Sector 8 - Southeast Kelowna	6,108	0	0	**6,108**
Sector 9 - North Mission/Crawford	0	0	0	**0**
Sector 10 - Southwest Mission	6,949	0	0	**6,949**
CITY TOTAL	**319,170**	**24,452**	**0**	**343,622**

Industrial Totals in Square Feet

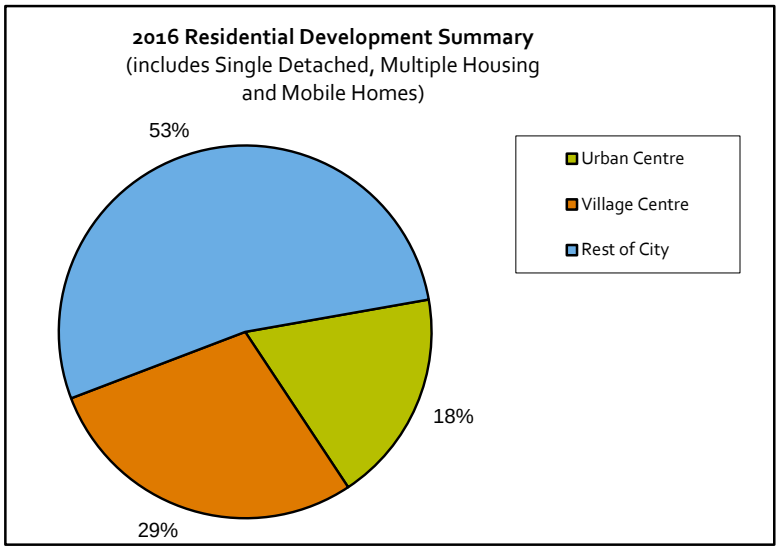
SECTOR	General
Sector 1 - McKinley	0
Sector 2 - Highway 97	84,253
Sector 3 - Glenmore/Clifton/Dilwort	0
Sector 4 - Central City	26,807
Sector 5 - Rutland	0
Sector 6 - Belgo/Black Mountain	0
Sector 7 - South Pandosy/KLO	0
Sector 8 - Southeast Kelowna	0
Sector 9 - North Mission/Crawford	0
Sector 10 - Southwest Mission	0
CITY TOTAL	**111,060**

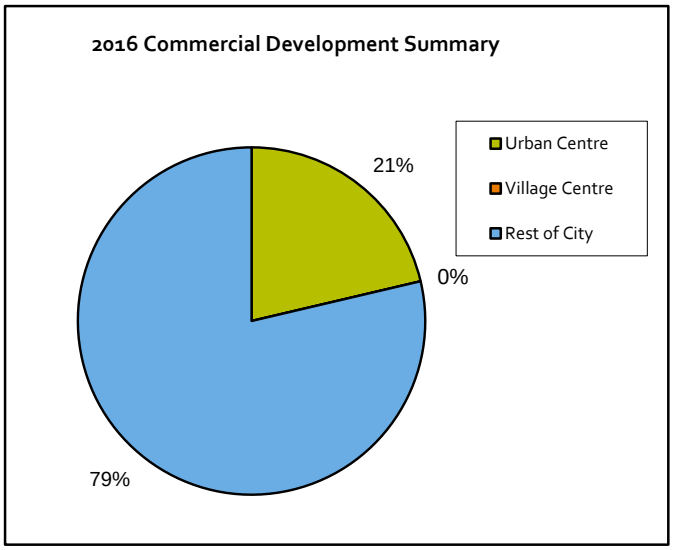
Institutional Totals in Square Feet

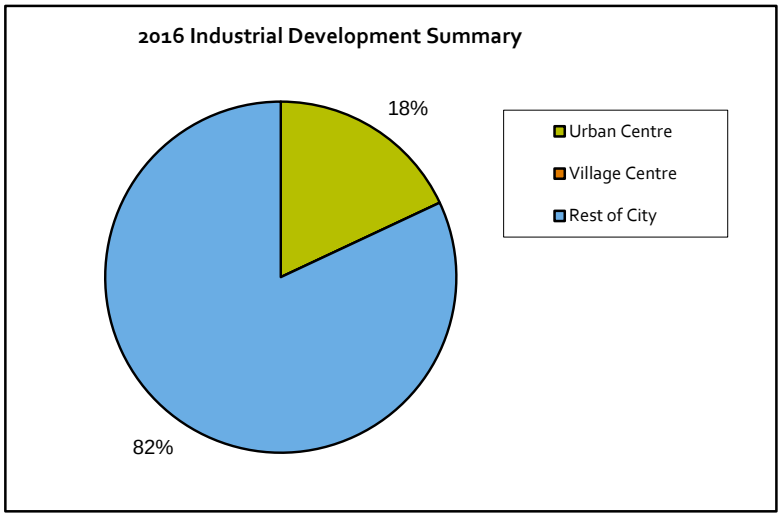
SECTOR	Public	Private	TOTAL
Sector 1 - McKinley	17,100	0	**17,100**
Sector 2 - Highway 97	0	768	**768**
Sector 3 - Glenmore/Clifton/Dilworth	480	0	**480**
Sector 4 - Central City	68,264	23,844	**92,108**
Sector 5 - Rutland	55,075	0	**55,075**
Sector 6 - Belgo/Black Mountain	0	0	**0**
Sector 7 - South Pandosy/KLO	495	0	**495**
Sector 8 - Southeast Kelowna	0	0	**0**
Sector 9 - North Mission/Crawford	0	0	**0**
Sector 10 - Southwest Mission	0	0	**0**
CITY TOTAL	**141,414**	**24,612**	**166,026**

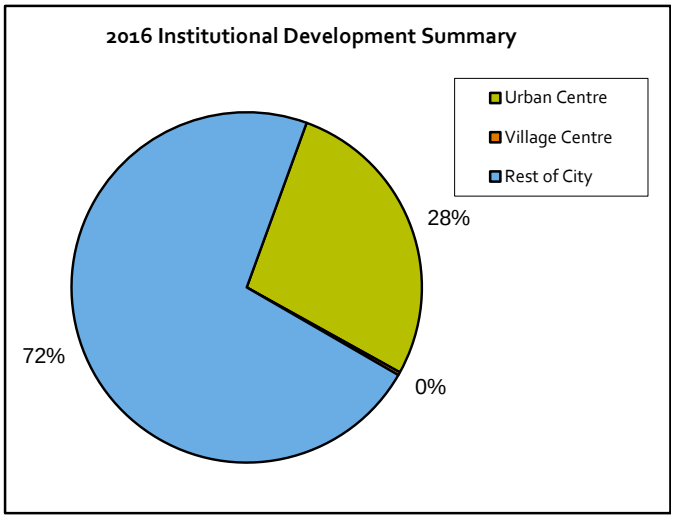
2016 DEVELOPMENT WITHIN URBAN CENTRES AND VILLAGE CENTRES

	Urban Centre	%	Village Centre	%	Rest of City	%	Total
Single Detached (1)	14	2%	10	1%	677	97%	701
Multiple Housing (2)	346	28%	546	44%	352	28%	1,244
Mobile Home	0	0%	0	0%	5	100%	5
Commercial (sq.ft.)	73,275	21%	0	0%	270,347	79%	343,622
Industrial (sq.ft.)	20,021	18%	0	0%	91,039	82%	111,060
Institutional (sq.ft.)	45,660	28%	480	0%	119,886	72%	166,026









Source: City of Kelowna Building Permit Issuances

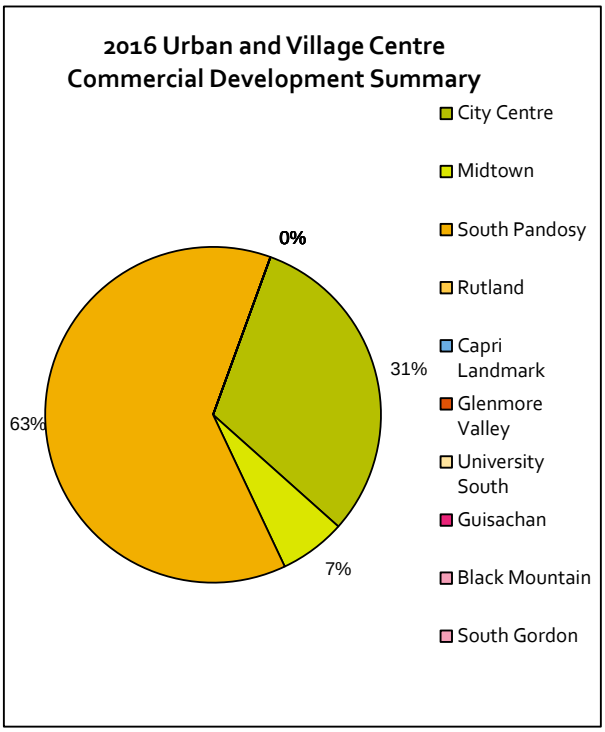
(1) Includes Single Detached, Semi-Detached, Carriage House, and Secondary Suites

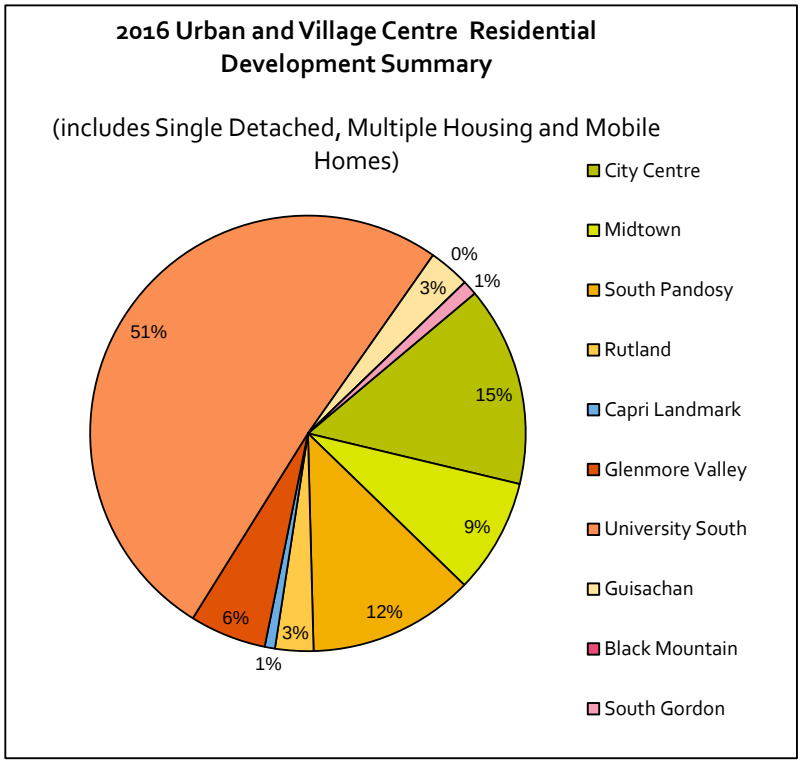
(2) Includes Apartments and Row Housing Units

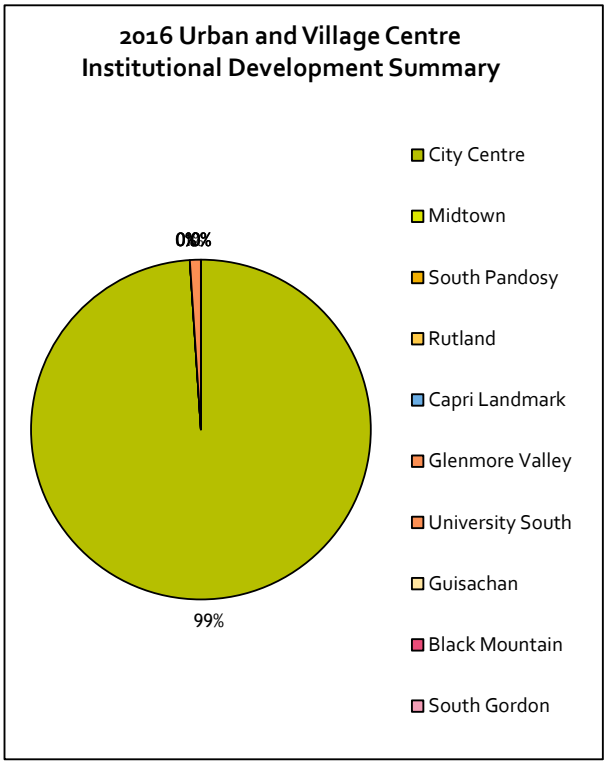
2016 DEVELOPMENT STATISTICS BY URBAN CENTRES AND VILLAGE CENTRES

Urban Centres	Residential Total		Commercial Total		Institutional Total	
	units	%	sq ft	%	sq ft	%
City Centre	136	15%	22,741	31%	45,660	99%
Midtown	78	9%	4,680	6%	0	0%
South Pandosy	113	12%	45,854	63%	0	0%
Rutland	26	3%	0	0%	0	0%
Capri Landmark	7	1%	0	0%	0	0%
Urban Centres Total	**360**		**73,275**		**45,660**	

Village Centres	Residential Total		Commercial Total		Institutional Total	
	units	%	sq ft	%	sq ft	%
Glenmore Valley	52	6%	0	0%	480	1%
University South	466	51%	0	0%	0	0%
Guisachan	28	3%	0	0%	0	0%
Black Mountain	0	0%	0	0%	0	0%
South Gordon	10	1%	0	0%	0	0%
Village Centres Total	**556**		**0**		**480**	







Source: City of Kelowna Building Permit Issuances

DEVELOPMENT SUMMARY 2012-2016

Residential Development Summary
Total Units by Housing Type

	2012		2013		2014		2015		2016	
Single Detached (1)	365	65%	441	61%	619	60%	578	40%	701	36%
Multiple Housing (2)	191	34%	280	39%	408	40%	848	59%	1,244	64%
Mobile Home	3	1%	3	0%	2	0%	4	0%	5	0%
City Total	**559**	**100%**	**724**	**100%**	**1,029**	**100%**	**1,430**	**100%**	**1,950**	**100%**

(1) Includes Single Detached, Semi-Detached, Secondary Suites, Carriage Houses (2013-2016)

(2) Includes Apartment and Row Housing Units

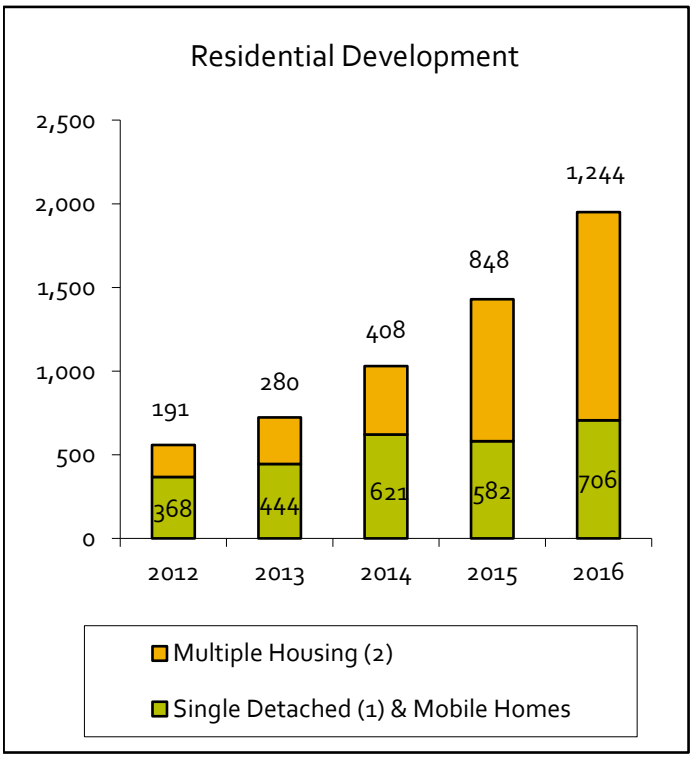
Data Source: City of Kelowna Building Permit Issuances

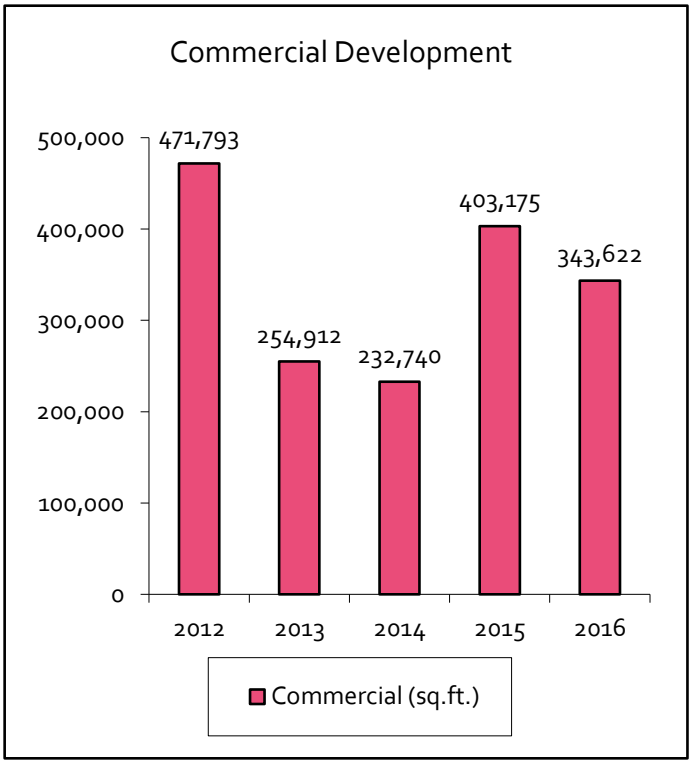
Commercial, Industrial & Institutional Development Summary
Totals in Square Feet

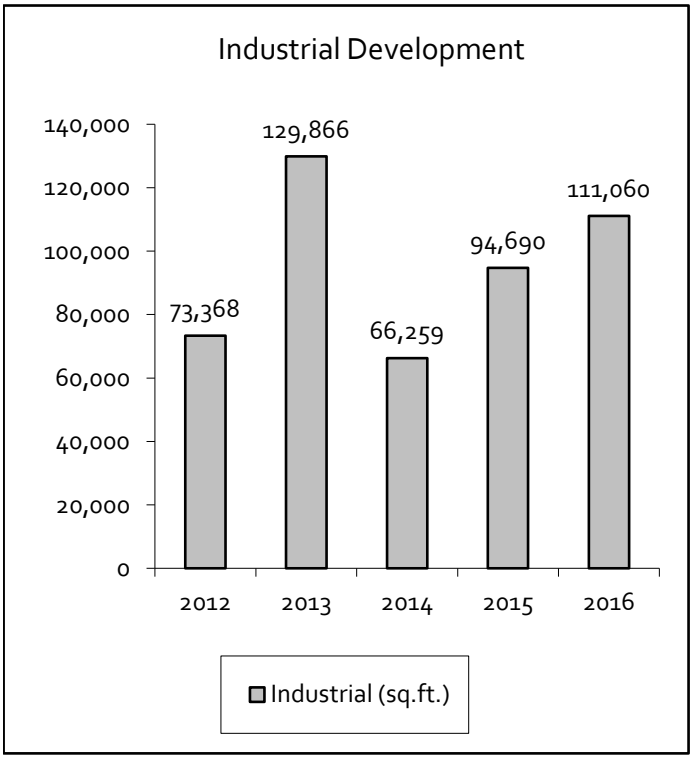
	2012	2013	2014	2015	2016
Commercial					
General	324,919	182,137	179,979	87,802	319,170
Office	63,421	72,304	20	0	24,452
Hotel/Motel	83,453	471	0	89	0
Total	**471,793**	**254,912**	**179,999**	**87,891**	**343,622**
Industrial Total	**73,368**	**129,866**	**66,259**	**94,690**	**111,060**
Institutional					
Public	9,621	89,078	131,708	114,276	141,414
Private	15,510	57,210	2,110	0	24,612
Total	**25,131**	**146,288**	**133,818**	**114,276**	**166,026**

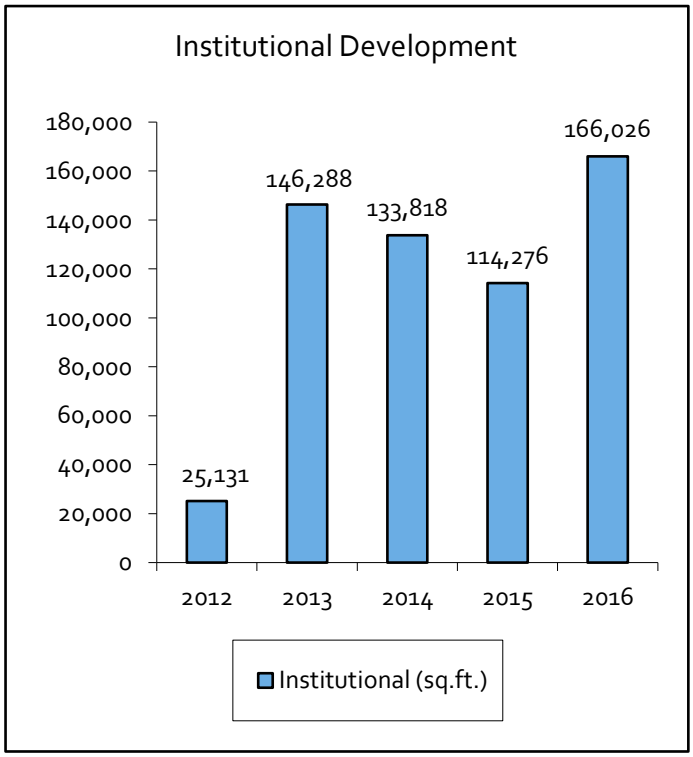
Data Source: City of Kelowna Building Permit Issuances

2012-2016 DEVELOPMENT SUMMARY COMPARISON GRAPHS









(1) Includes Single Detached, Semi-Detached, Secondary Suites, and Carriage Houses (2013 - 2016)

(2) Includes Apartments, Row and Congregate Care Housing Units

10 YEAR DEVELOPMENT SUMMARY, RESIDENTIAL AND INDUSTRIAL

RESIDENTIAL (Total Units by Housing Type)

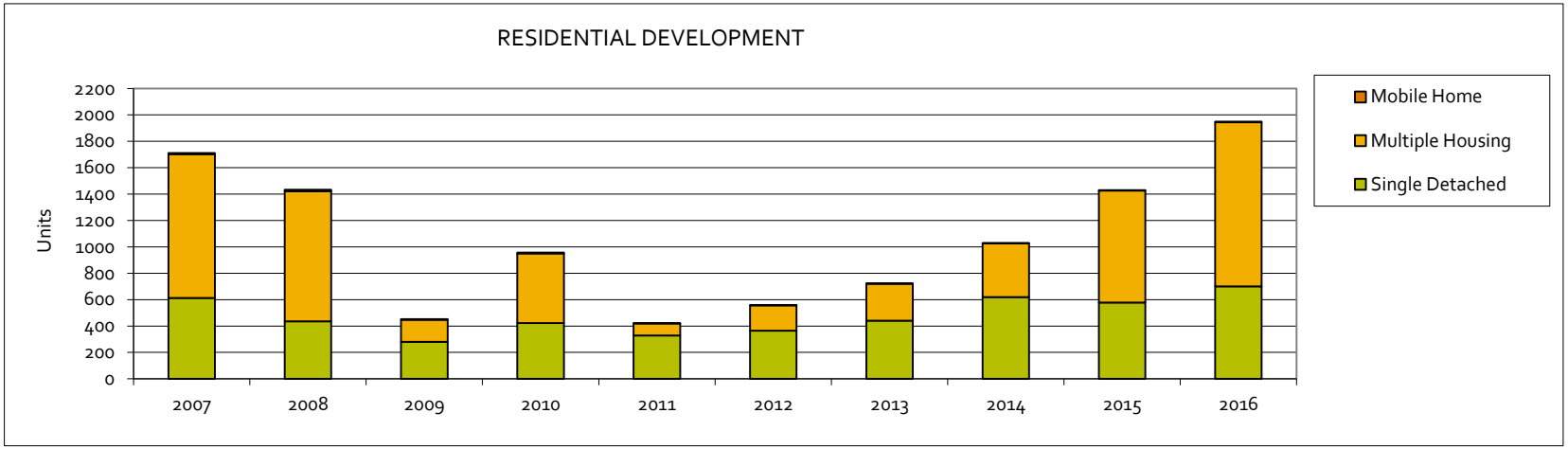
Residential	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
Single Detached (1)	612	36%	435	30%	280	62%	423	44%	329	78%	365	65%	441	61%	619	60%	578	40%	701	36%
Multiple Housing (2)	1091	64%	987	69%	168	37%	528	55%	90	21%	191	34%	280	39%	408	40%	848	59%	1244	64%
Mobile Home	8	0%	11	1%	5	1%	5	1%	4	1%	3	1%	3	0%	2	0%	4	0%	5	0%
Total Residential	**1,711**		**1,433**		**453**		**956**		**423**		**559**		**724**		**1,029**		**1,430**		**1,950**	

(1) Includes Single Detached, Semi-Detached, Secondary Suites, and Carriage Houses (2013

(2) Includes Apartment and Row Housing Units

Notes: Average total residential 2007 - 2016 = 1,067 units

Average housing split 2007 - 2016 = 45% Single and 55% Multiple Housing

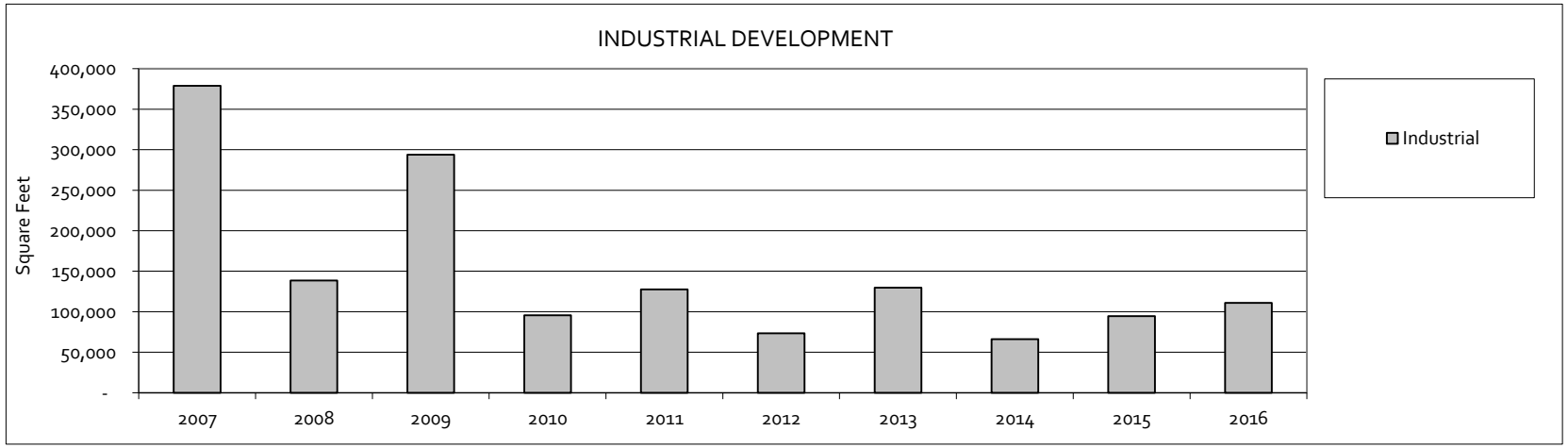


INDUSTRIAL (Total Units by Square Footage)

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Total Industrial	378,730	138,653	293,842	95,644	127,709	73,368	129,866	66,259	94,690	111,060

Data Source: City of Kelowna Building Permit Issuances

Note: 10 Year Average for Industrial 2007 - 2016 = 150,982 sq. ft.



Data source: City of Kelowna Building Permit Issuance

10 YEAR DEVELOPMENT SUMMARY, COMMERCIAL AND INSTITUTIONAL

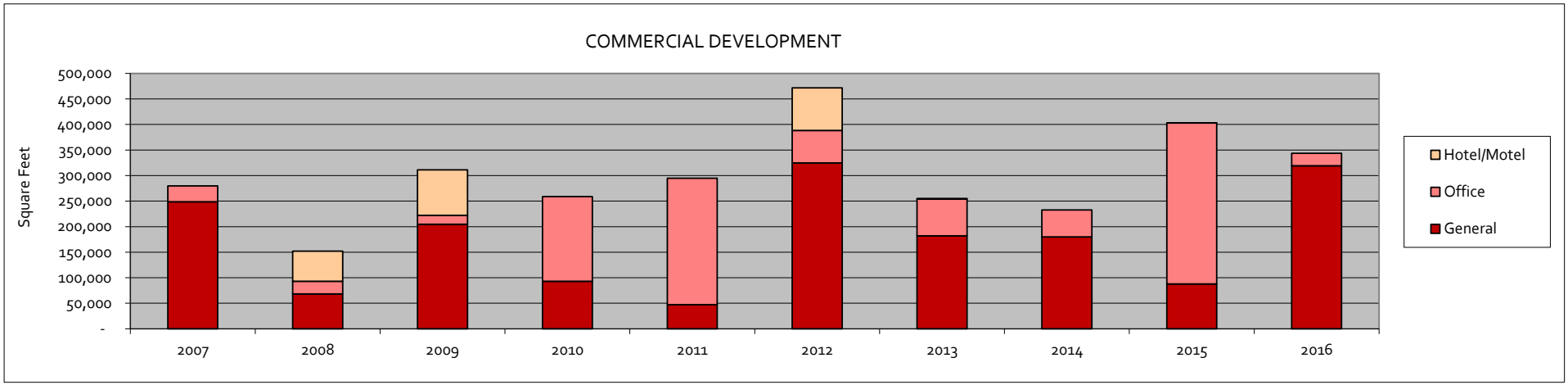
COMMERCIAL (Total Units by Square Footage)

Commercial	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
General	248,845	89%	68,276	45%	204,894	66%	93,106	36%	47,455	16%	324,919	69%	182,137	71%	179,979	77%	87,802	22%	319,170	93%
Office	30,859	11%	24,899	16%	17,314	6%	165,544	64%	247,311	84%	63,421	13%	72,304	28%	52,761	23%	315,284	78%	24,452	7%
Hotel/Motel	-	0%	58,816	39%	88,876	29%	-	0%	-	0%	83,453	18%	471	0%	-	0%	89	0%	-	0%
Total Commercial	279,704		151,991		311,084		258,650		294,766		471,793		254,912		232,740		403,175		343,622	

** 2012 data includes 192,903 square feet of parkade development

Note: Average total Commercial 2007-2016 = 300,244 sq. ft.

Data Source: City of Kelowna Building Permit Issuances

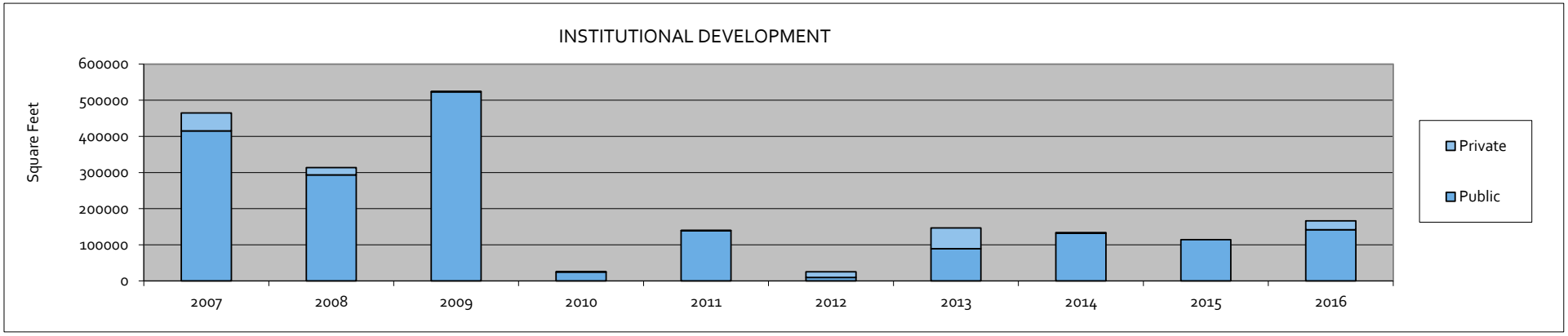


INSTITUTIONAL (Total Units by Square Footage)

Institutional	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
Public	415,421	89%	293,565	94%	523,459	100%	24,913	98%	139,180	100%	9,621	38%	89,078	61%	131,708	98%	114,276	100%	141,414	85%
Private	49,392	11%	19,922	6%	684	0%	460	2%	494	0%	15,510	62%	57,210	39%	2,110	2%	-	0%	24,612	15%
Total Institutional	464,813		313,487		524,143		25,373		139,674		25,131		146,288		133,818		114,276		166,026	

Data Source: City of Kelowna Building Permit Issuances

Note: Average total Institutional 2007-2016 = 205,303 sq.ft.



REGION WIDE RESIDENTIAL DEVELOPMENT STATISTICS - 2012-2016

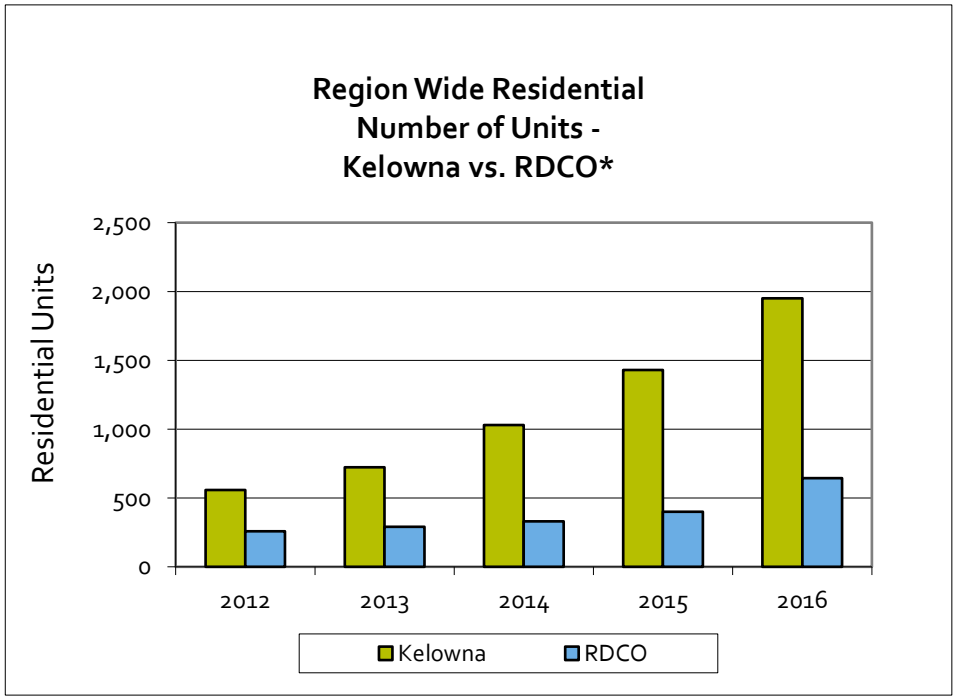
	2016		
Residential	*RDCO-Kel*	*Kelowna*	*% in Kel*
TOTAL	645	1,950	75%

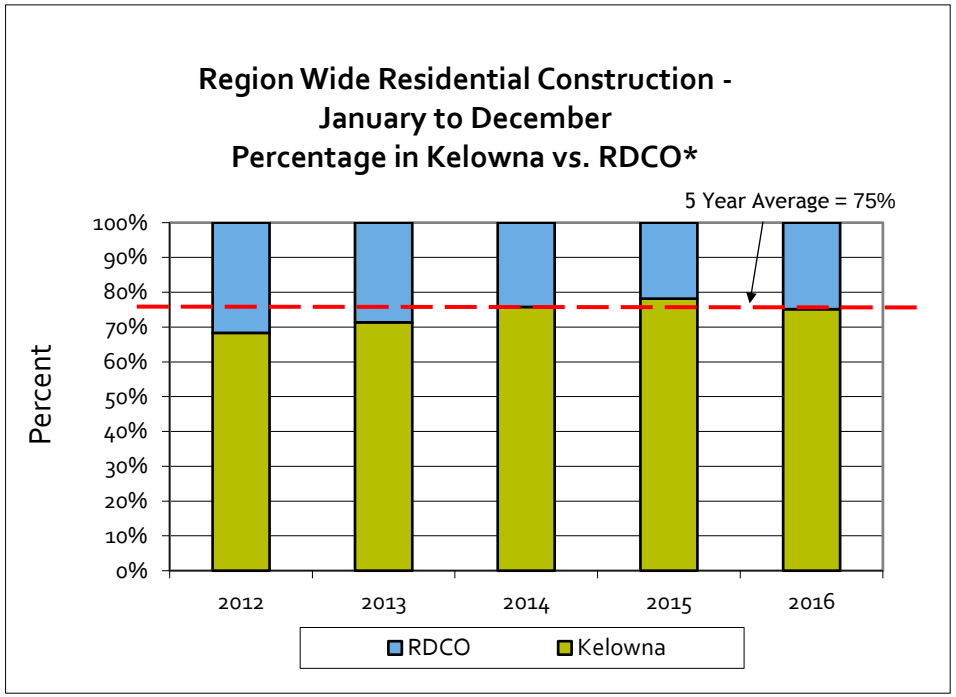
	2015		
Residential	*RDCO-Kel*	*Kelowna*	*% in Kel*
TOTAL	399	1,430	78%

	2014		
Residential	*RDCO-Kel*	*Kelowna*	*% in Kel*
TOTAL	329	1,029	76%

	2013		
Residential	*RDCO-Kel*	*Kelowna*	*% in Kel*
TOTAL	290	724	71%

	2012		
Residential	*RDCO-Kel*	*Kelowna*	*% in Kel*
TOTAL	259	559	68%





* Note: RDCO includes District of Peachland, District of Lake Country, Electoral Area Ellison/ Joe Riche, Electoral Area Westside and District of West Kelowna.

Source: Regional District of Central Okanagan, "Region Wide Building Satistics" and City of Kelowna Building Permit Issuances

RESIDENTIAL DEVELOPMENT SUMMARY BY SECTOR AND HOUSING TYPE, 2012-2016

SECTOR	2012	2013	2014	2015	2016
Sector 1 - McKinley					
Single Detached	4	4	4	5	17
Semi-Detached	0	0	0	0	0
Secondary Suites	0	2	1	1	5
Row Housing / Townhouse Units	0	0	0	0	3
Apartment Units	0	0	0	0	0
Mobile Home	0	0	0	0	0
Carriage Houses *		0	0	0	0
SECTOR TOTAL	**4**	**6**	**5**	**6**	**25**
Sector 2 - Highway 97					
Single Detached	28	30	38	11	4
Semi-Detached	0	0	0	0	0
Secondary Suites	22	27	33	9	4
Row Housing / Townhouse Units	0	0	0	0	8
Apartment Units	48	30	66	362	466
Mobile Home	0	0	0	0	1
Carriage Houses		0	0	0	0
SECTOR TOTAL	**98**	**87**	**137**	**382**	**483**
Sector 3 - Glenmore / Clifton / Dilworth					
Single Detached	48	57	69	58	92
Semi-Detached	0	5	4	0	0
Secondary Suites	15	21	45	50	69
Row Housing / Townhouse Units	69	18	48	37	74
Apartment Units	0	64	0	162	0
Mobile Home	0	0	0	0	0
Carriage Houses		2	2	1	2
SECTOR TOTAL	**132**	**167**	**168**	**308**	**237**
Sector 4 - Central City					
Single Detached	7	9	13	6	14
Semi-Detached	4	0	7	2	2
Secondary Suites	14	10	19	24	21
Row Housing / Townhouse Units	7	78	26	4	17
Apartment Units	0	56	60	200	396
Mobile Home	0	0	0	0	0
Carriage Houses		10	15	19	18
SECTOR TOTAL	**32**	**163**	**140**	**255**	**468**
Sector 5 - Rutland					
Single Detached	11	8	17	34	31
Semi-Detached	2	4	14	8	14
Secondary Suites	15	24	35	40	52
Row Housing / Townhouse Units	17	4	0	6	21
Apartment Units	8	0	0	0	23
Mobile Home	3	0	1	2	2
Carriage Houses		1	2	1	5
SECTOR TOTAL	**56**	**41**	**69**	**91**	**148**
Sector 6 - Belgo / Black Mountain					
Single Detached	36	21	37	47	42
Semi-Detached	0	0	6	6	18
Secondary Suites	7	8	21	39	36
Row Housing / Townhouse Units	4	4	14	0	8
Apartment Units	0	0	0	0	0
Mobile Home	0	0	0	1	1
Carriage Houses		0	0	1	0
SECTOR TOTAL	**47**	**33**	**78**	**94**	**105**

SECTOR	2012	2013	2014	2015	2016
Sector 7 - South Pandosy / KLO					
Single Detached	7	7	9	11	18
Semi-Detached	4	8	22	40	12
Secondary Suites	9	12	8	4	10
Row Housing / Townhouse Units	9	6	39	33	32
Apartment Units	0	14	73	0	123
Mobile Home	0	0	0	0	0
Carriage Houses		1	1	2	8
SECTOR TOTAL	**29**	**48**	**152**	**90**	**203**
Sector 8 - Southeast Kelowna					
Single Detached	13	39	38	12	9
Semi-Detached	0	0	0	0	0
Secondary Suites	2	4	6	2	2
Row Housing / Townhouse Units	0	0	0	0	0
Apartment Units	0	0	0	0	0
Mobile Home	0	3	1	1	1
Carriage Houses		1	0	0	0
SECTOR TOTAL	**15**	**47**	**45**	**15**	**12**
Sector 9 - North Mission / Crawford					
Single Detached	18	21	32	27	27
Semi-Detached	0	0	0	4	6
Secondary Suites	8	6	13	6	17
Row Housing / Townhouse Units	22	6	75	23	8
Apartment Units	0	0	0	21	65
Mobile Home	0	0	0	0	0
Carriage Houses		0	0	0	3
SECTOR TOTAL	**48**	**33**	**120**	**81**	**126**
Sector 10 - Southwest Mission					
Single Detached	86	90	91	80	103
Semi-Detached	0	0	2	12	6
Secondary Suites	5	9	15	15	33
Row Housing / Townhouse Units	7	0	7	0	0
Apartment Units	0	0	0	0	0
Mobile Home	0	0	0	0	0
Carriage Houses		0	0	1	1
SECTOR TOTAL	**98**	**99**	**115**	**108**	**143**

CITY OF KELOWNA TOTAL	2012	2013	2014	2015	2016
Single Detached	258	286	348	291	357
Semi-Detached	10	17	55	72	58
Secondary Suites	97	123	196	190	249
Row Housing / Townhouse Units	135	116	209	103	171
Apartment Units	56	164	199	745	1073
Mobile Home	3	3	2	4	5
Carriage Houses		15	20	25	37
CITY TOTAL	**559**	**724**	**1,029**	**1,430**	**1,950**

* Tracking Building Permits for carriage houses began in 2013

DEVELOPMENT STATISTICS BY SECTORS, 2012 - 2016

2016

SECTOR	RESIDENTIAL NUMBER OF DWELLING UNITS	COMMERCIAL BUILDING (Sq. Ft.)	INDUSTRIAL BUILDING (Sq. Ft.)	INSTITUTIONAL BUILDING (Sq. Ft.)
1 - McKinley	25	860	0	17,100
2 - Highway 97	483	212,968	84,253	768
3 - Glenmore/Clifton/Dilworth	237	17,753	0	480
4 - Central City	468	46,688	26,807	92,108
5 - Rutland	148	6,442	0	55,075
6 - Belgo/Black Mountain	105	0	0	0
7 - South Pandosy/KLO	203	45,854	0	495
8 - Southeast Kelowna	12	6,108	0	0
9 - North Mission/Crawford	126	0	0	0
10 - Southwest Mission	143	6,949	0	0
CITY TOTAL	**1,950**	**343,622**	**111,060**	**166,026**

2015

SECTOR	RESIDENTIAL NUMBER OF DWELLING UNITS	COMMERCIAL BUILDING (Sq. Ft.)	INDUSTRIAL BUILDING (Sq. Ft.)	INSTITUTIONAL BUILDING (Sq. Ft.)
1 - McKinley	6	0	0	2,838
2 - Highway 97	382	13,649	69,119	0
3 - Glenmore/Clifton/Dilworth	308	16,520	0	0
4 - Central City	255	335,845	25,571	111,438
5 - Rutland	91	5,920	0	0
6 - Belgo/Black Mountain	94	0	0	0
7 - South Pandosy/KLO	90	22,064	0	0
8 - Southeast Kelowna	15	0	0	0
9 - North Mission/Crawford	81	0	0	0
10 - Southwest Mission	108	9,177	0	0
CITY TOTAL	**1,430**	**403,175**	**94,690**	**114,276**

2014

SECTOR	RESIDENTIAL NUMBER OF DWELLING UNITS	COMMERCIAL BUILDING (Sq. Ft.)	INDUSTRIAL BUILDING (Sq. Ft.)	INSTITUTIONAL BUILDING (Sq. Ft.)
1 - McKinley	5	0	0	0
2 - Highway 97	137	67,259	22,666	2,110
3 - Glenmore/Clifton/Dilworth	168	0	0	4,000
4 - Central City	140	129,859	0	22,012
5 - Rutland	69	0	43,593	0
6 - Belgo/Black Mountain	78	0	0	7,573
7 - South Pandosy/KLO	152	17,047	0	98,123
8 - Southeast Kelowna	45	0	0	0
9 - North Mission/Crawford	120	14,808	0	0
10 - Southwest Mission	115	3,767	0	0
CITY TOTAL	**1,029**	**232,740**	**66,259**	**133,818**

2013

SECTOR	RESIDENTIAL NUMBER OF DWELLING UNITS	COMMERCIAL BUILDING (Sq. Ft.)	INDUSTRIAL BUILDING (Sq. Ft.)	INSTITUTIONAL BUILDING (Sq. Ft.)
1 - McKinley	6	0	2,450	3,279
2 - Highway 97	87	40,433	99,946	28,000
3 - Glenmore/Clifton/Dilworth	167	0	0	0
4 - Central City	163	149,302	0	54,142
5 - Rutland	41	0	27,470	0
6 - Belgo/Black Mountain	33	0	0	860
7 - South Pandosy/KLO	48	63,271	0	0
8 - Southeast Kelowna	47	1,906	0	0
9 - North Mission/Crawford	33	0	0	60,007
10 - Southwest Mission	99	0	0	0
CITY TOTAL	**724**	**254,912**	**129,866**	**146,288**

2012

SECTOR	RESIDENTIAL NUMBER OF DWELLING UNITS	COMMERCIAL BUILDING (Sq. Ft.)	INDUSTRIAL BUILDING (Sq. Ft.)	INSTITUTIONAL BUILDING (Sq. Ft.)
1 - McKinley	4	0	553	0
2 - Highway 97	98	86,859	43,775	24,326
3 - Glenmore/Clifton/Dilworth	132	47,463	0	0
4 - Central City	32	242,100	19,370	0
5 - Rutland	56	46,235	9,670	0
6 - Belgo/Black Mountain	47	0	0	805
7 - South Pandosy/KLO	29	49,136	0	0
8 - Southeast Kelowna	15	0	0	0
9 - North Mission/Crawford	48	0	0	0
10 - Southwest Mission	98	0	0	0
CITY TOTAL	**559**	**471,793**	**73,368**	**25,131**

Policy & Planning
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Kelowna, BC V1Y 1J4
TEL 250 469-8441
gmarch@kelowna.ca

kelowna.ca

City of Kelowna

2016 Development Summary Report

March 2017

Purpose of annual report:

- Comprehensive overview of development activity – forest-through-the-trees perspective
- Compare current activity to historical
- Provide Council with a broad picture of development trends in Kelowna

Data from report used to:

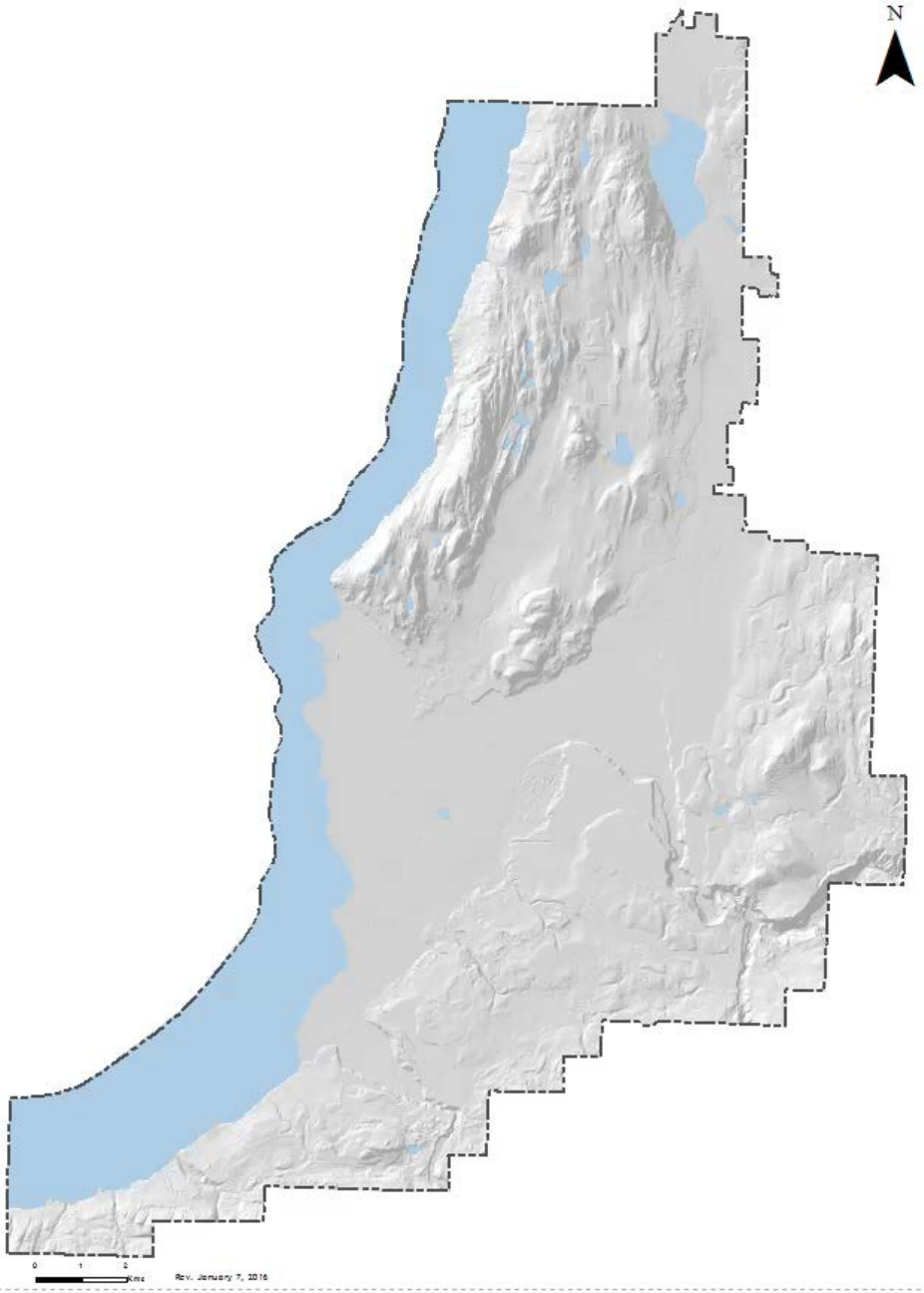
- Aid in policy and decision making
- Feed into other City reports:
  - OCP Indicators
  - Community Trends
  - Development Application evaluation/review
  - Long-term OCP Updates

Background:

- Development is based on building permit issuances
- Residential is measured in units
- Commercial, industrial, institutional is measured in square feet
- Policy & Planning has been compiling monthly statistics since 1987

Scale of analysis

- City wide
- Sectors
- Urban Core
- Urban Centres
- Village Centres



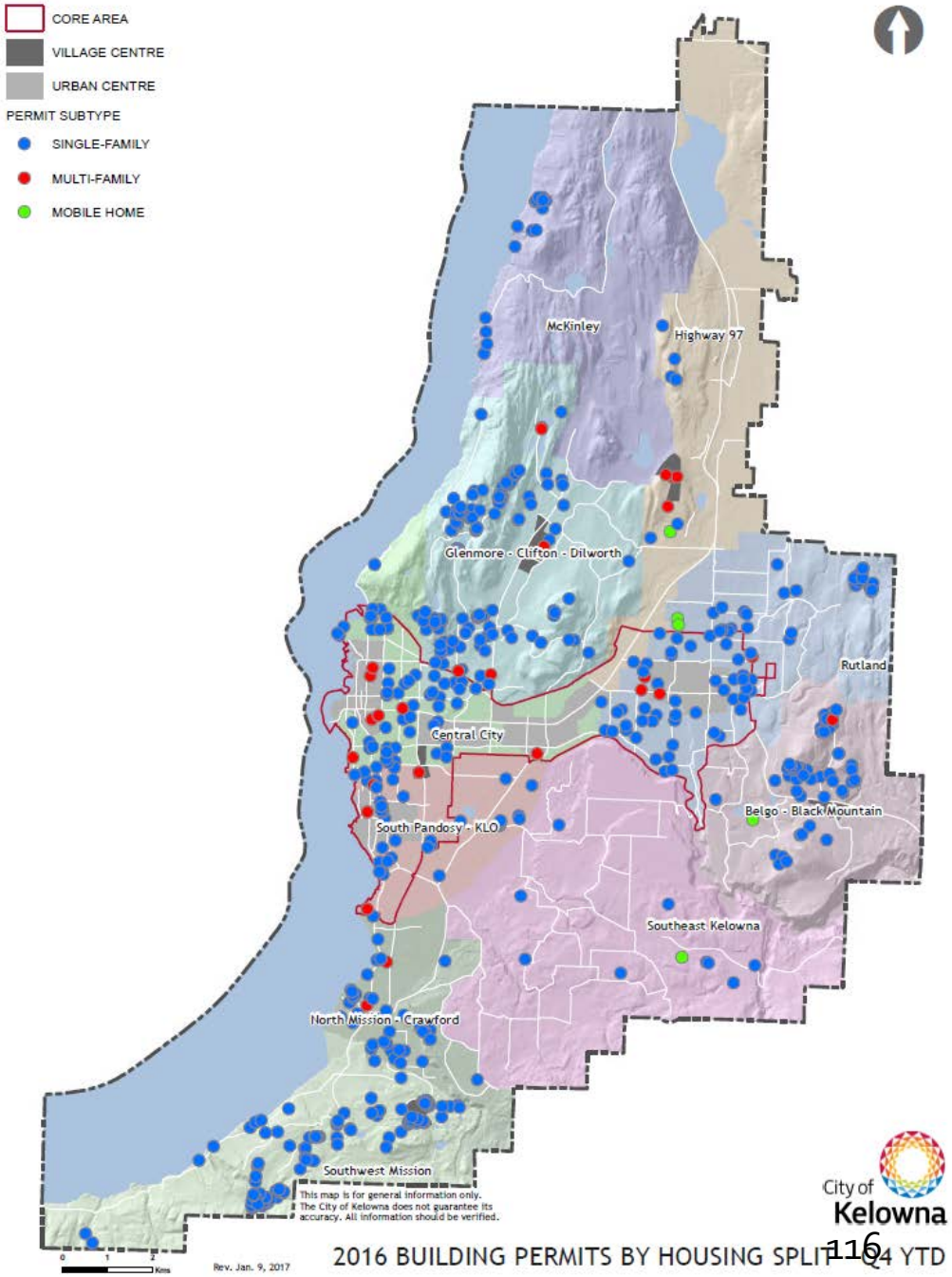
2016 development overview

City of Kelowna

- 2016 was a very strong year for residential development in Kelowna
- Commercial consistent with most recent five-year averages and ten-year averages
- Industrial and institutional are both above the five-year average but below the ten-year average
- Fluctuations are expected from year to year

Residential overview:

- 1,950 new residential units in 2016
- 36% increase over 2015 and 90% increase over 2014
- 10 year average of 1,067 units/year
- Housing split - 64% multi and 36% single
- 47% of new units located in either Urban or Village Centre
- Only 39% located in Core Area



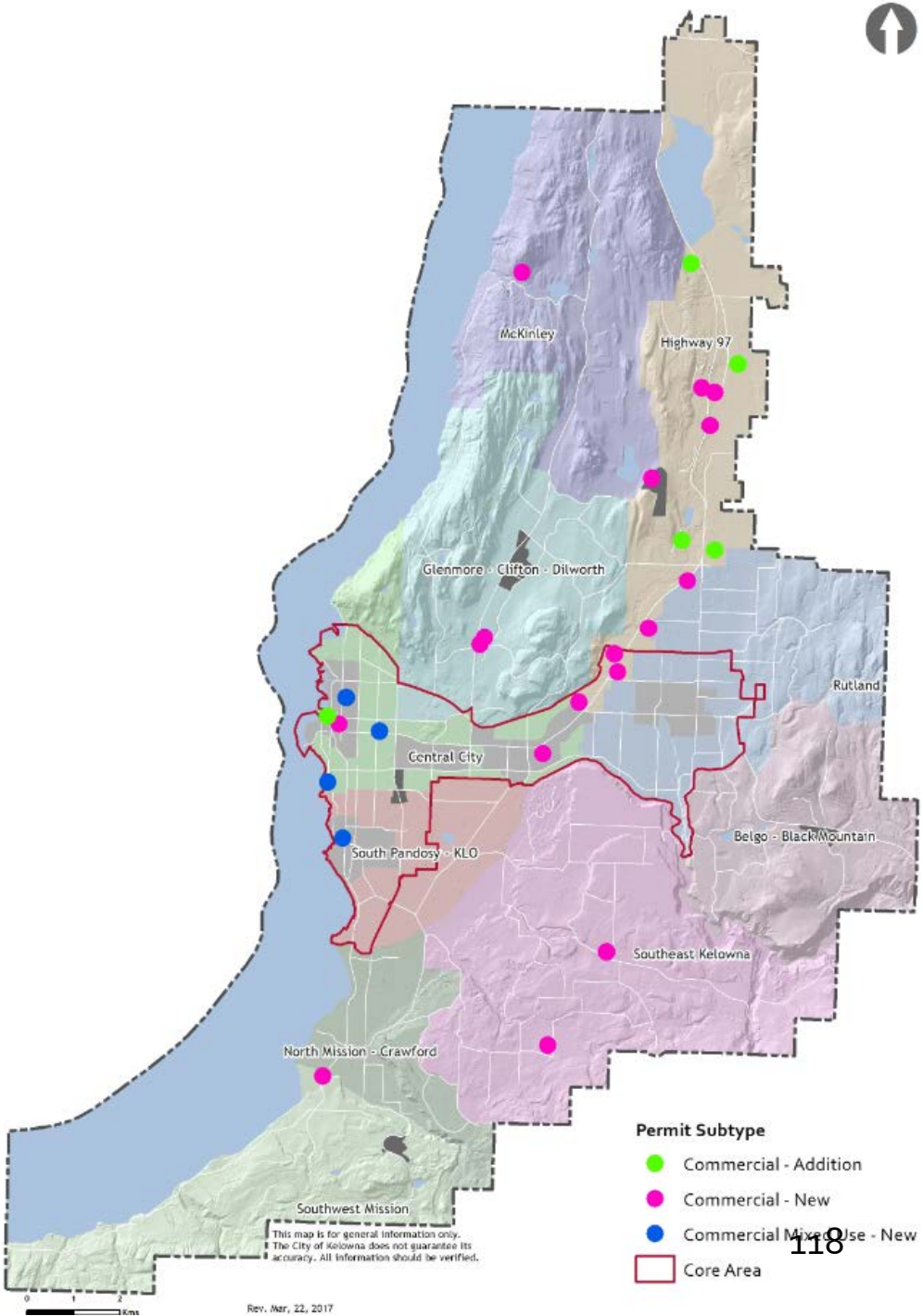
Residential highlights:

City of Kelowna

- 1,073 apartment units
- 171 townhouse units
- Highway 97 Sector again exceeded Glenmore/Dilworth Sector for most new units (483) in 2016
- University South Village Centre saw 466 new apartment units

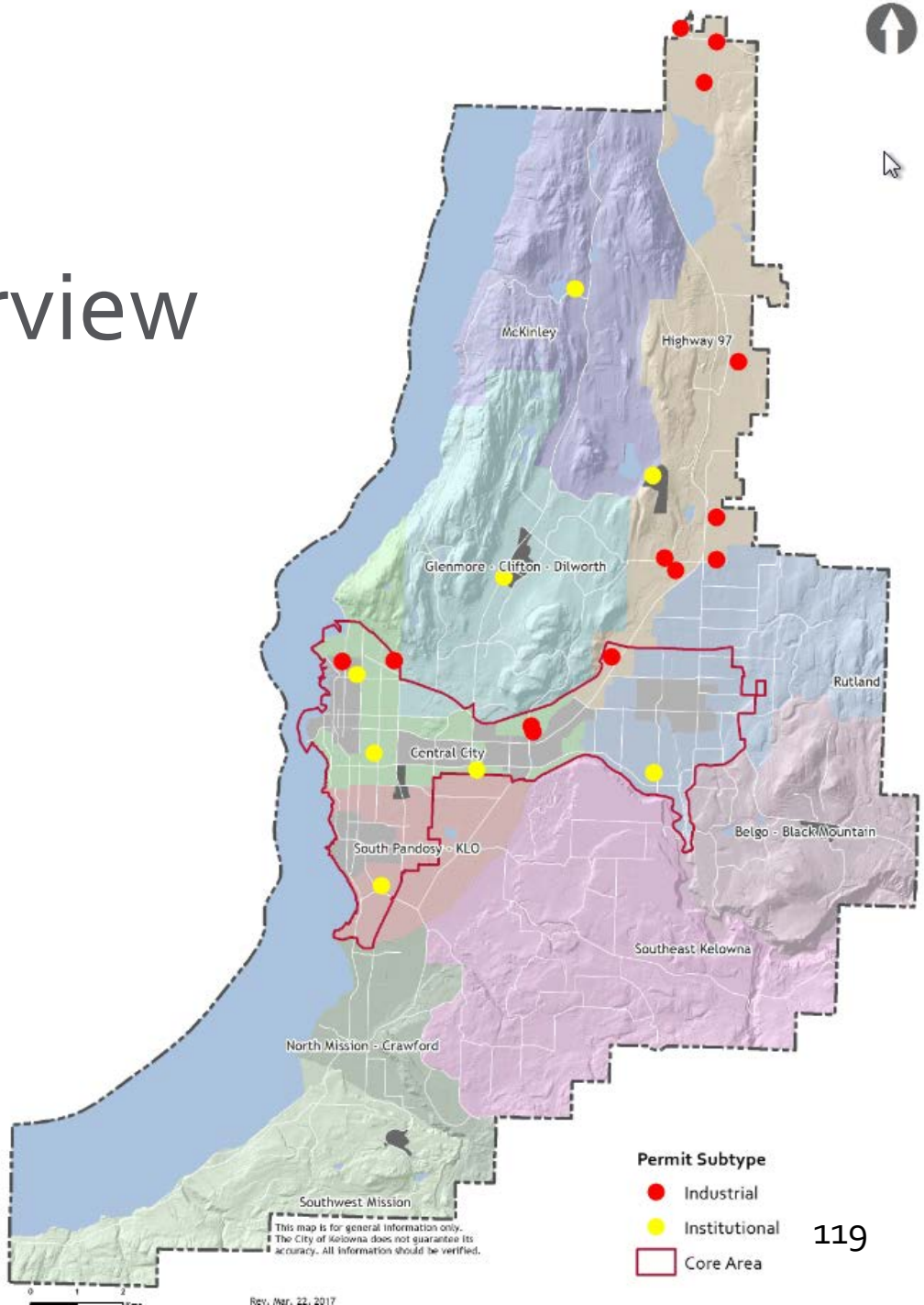
Commercial overview:

- 343,600 square feet of new commercial in 2016
- 21% of new commercial space was located within an Urban or Village Centre
- 13% was in the South Pandosy Urban Centre



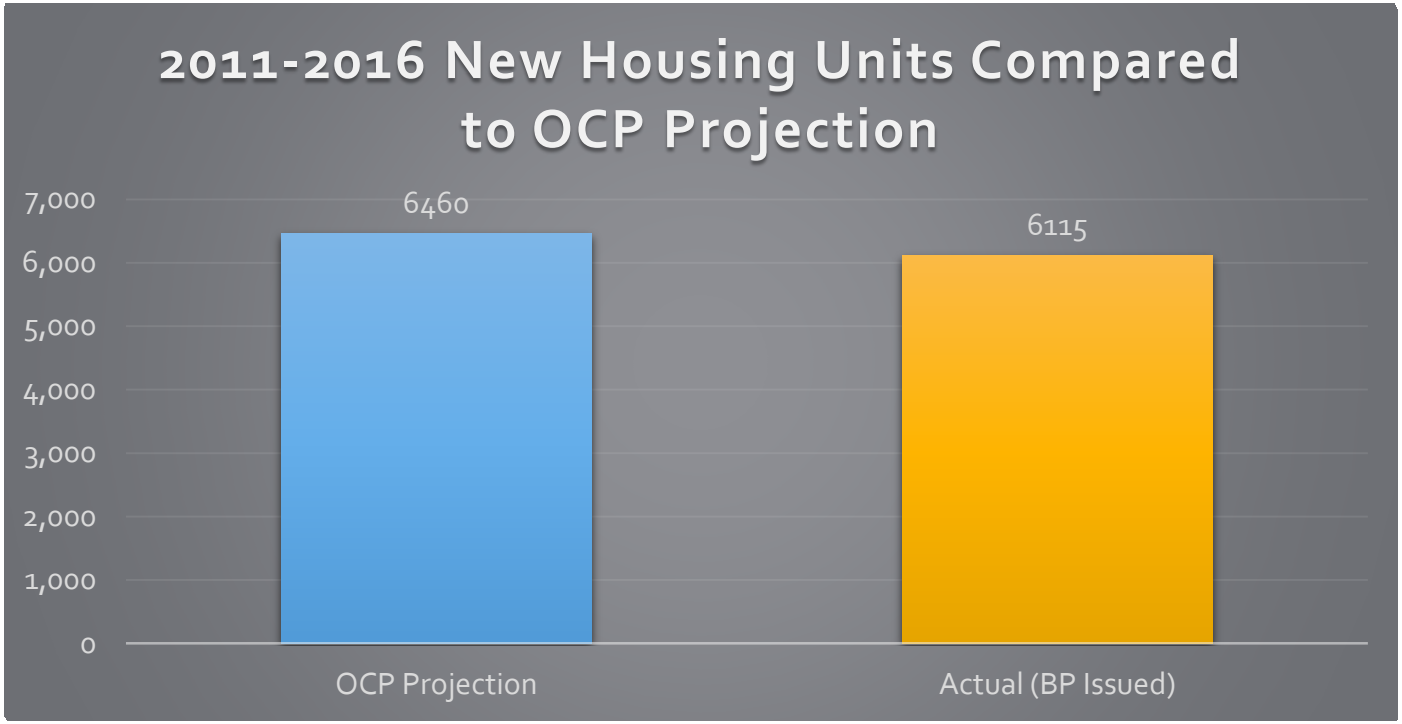
Industrial and Institutional overview

- Industrial: 111,000 sq. ft. of new industrial space added
- 76% of this was in the Highway 97 Sector
- Institutional: 166,000 sq. ft. of new institutional space added
- The public sector initiated 85% of the institutional development in 2016



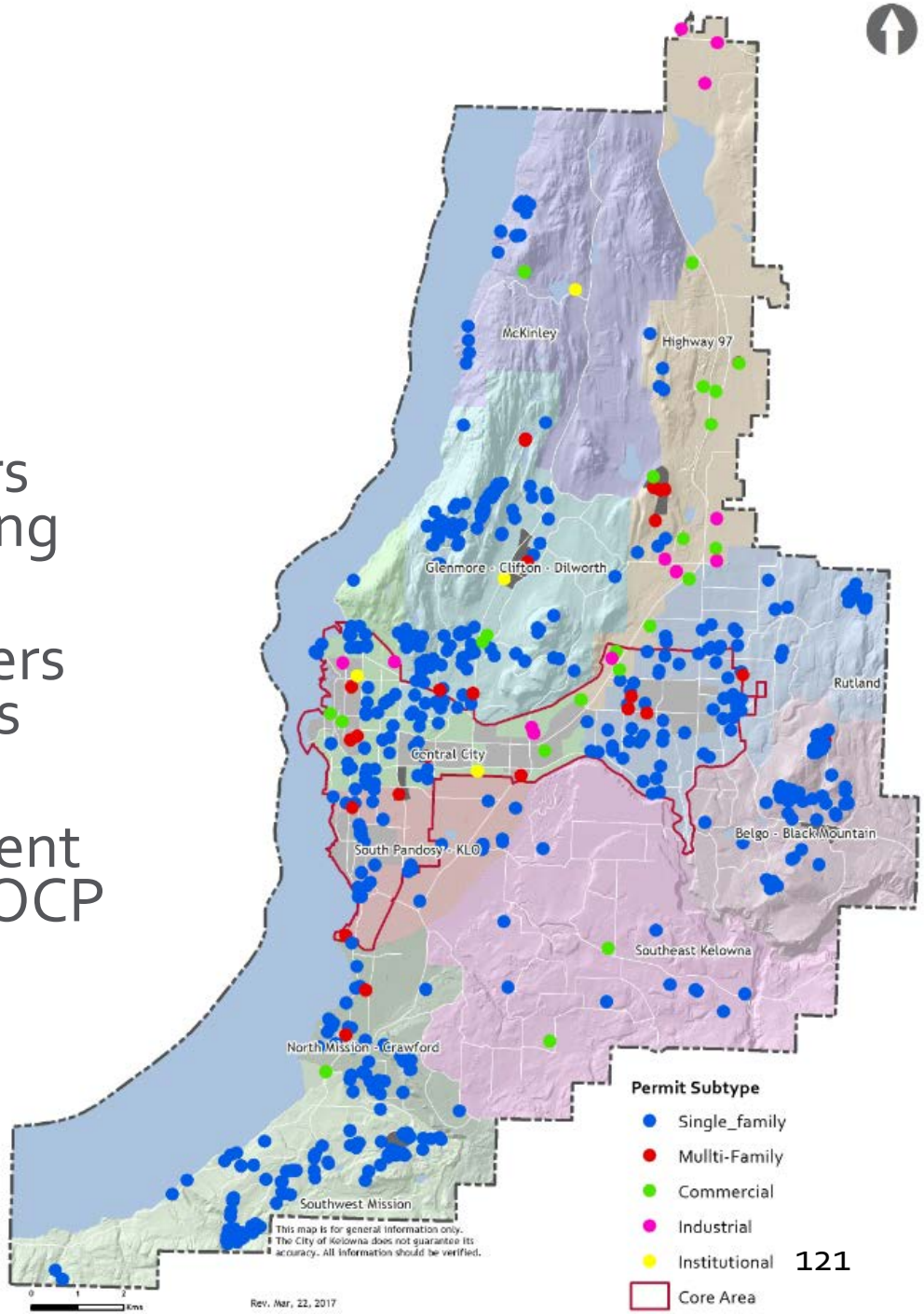
Actual vs OCP projections

- Residential:



Conclusion

- Strong residential numbers overall but not yet achieving density in Urban Core
- Strong commercial numbers relative to OCP projections
- Industrial and Institutional continue to see development but at a slower pace than OCP projections



Looking ahead

City of Kelowna

- Q1 of 2017 permits issued for 858 residential units
- 81% are for multiple-unit developments
- Q1 of 2017 represents a 216% increase over Q1 of 2016
- Q1 of 2017 for commercial, industrial, institutional

Moving forward:

- Continue to track development and use data to assist decision making
- Continue to monitor relative to OCP and other plans
- Continue to make data available to internal and external customers
- Continue to post Annual Report to website

City of Kelowna

Questions?

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

Report to Council

Date: March 22, 2017

File: 0915-20-148-023

To: City Manager

From: J. Säufferer, Manager, Real Estate Services

Subject: Proposed Road Exchange – 4638 Lakeshore Road

Report Prepared by: B. Walker, Property Officer II

Recommendation:

THAT Council receives, for information, the Report from the Manager, Real Estate Services dated March 22, 2017, recommending that Council adopt the proposed closure of a portion of road adjacent to 4638 Lakeshore Road;

AND THAT Bylaw No. 11330, being proposed road closure of a portion of road adjacent to 4638 Lakeshore Road, be given reading consideration.

Purpose:

To close an excess 94.7 square metre portion of Lakeshore Road for consolidation with the adjacent residential property at 4638 Lakeshore Road.

Background:

The proposed road closure (shown as "Road to be Closed" in the attached Schedule 'A') will be consolidated with the adjacent property at 4638 Lakeshore Road, as it is excess to the City's future transportation needs.

Internal Circulation:
Manager, Development Engineering
Manager, Urban Planning
Manager, Integrated Transportation Department Manager
Manager, Infrastructure Engineering
Manager, Infrastructure Deliver
Department Manager, Community Planning
Director, Financial Services

Divisional Director, Infrastructure

Legal/Statutory Authority:

Section 26 and 40, Community Charter

Considerations not applicable to this report:
Legal/Statutory Procedural Requirements:
Existing Policy:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:
Financial/Budgetary Considerations:

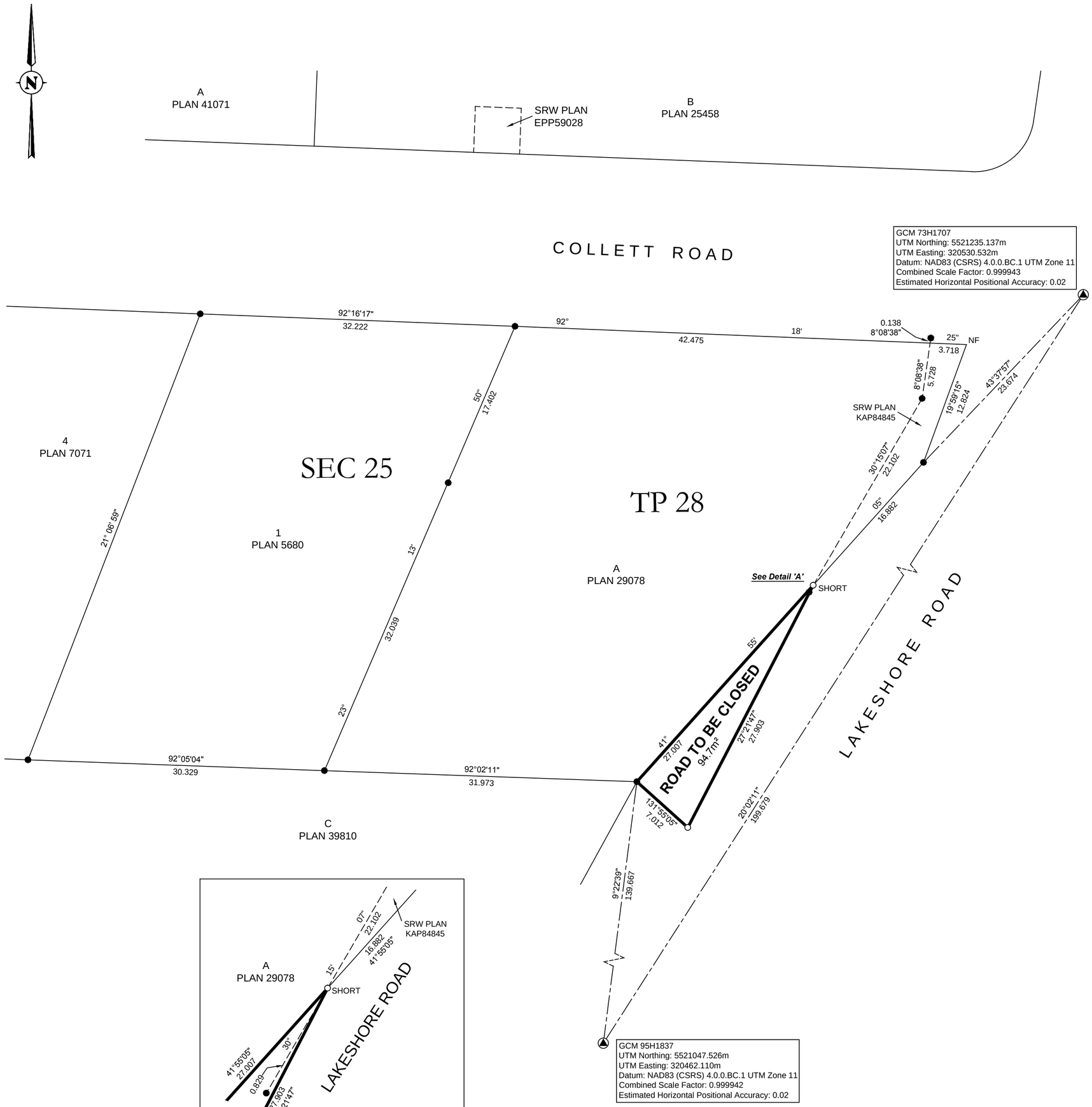
Submitted by: J. Säufferer, Manager, Real Estate Services

Approved for inclusion: D. Gilchrist, Divisional Director Community Planning & Strategic Investments

Attachment: 1. Schedule A – Road Exchange Area

cc: J. Kay, Manager, Development Engineering
T. Barton, Manager, Urban Planning
R. Villarreal Pacheco, Manager, Integrated Transportation Department Manager
J. Shaw, Manager, Infrastructure Engineering
B. Beach, Manager, Infrastructure Deliver
R. Smith, Department Manager, Community Planning
G. Davidson, Director, Financial Services
A. Newcombe, Divisional Director, Infrastructure

PLAN EPP68342



DETAIL 'A'
Not to scale.

REFERENCE PLAN TO ACCOMPANY CITY OF KELOWNA BYLAW NO 11330 TO CLOSE PART OF ROAD DEDICATED ON PLANS 1575 AND 18018 SECTION 25 TOWNSHIP 28 SIMILKAMEEN DIVISION YALE DISTRICT

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 44 OF THE COMMUNITY CHARTER

BCGS 82E.083

SCALE 1:300

0 2.5 5 10 15 20 25 Metres

The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:300.

LEGEND

- ● Found Standard Iron Post
- ○ Placed Standard Iron Post
- Control Monument
- Found Standard Capped Post
- NF Nothing Found

Integrated Survey Area No. 4, City of Kelowna NAD83 (CSRS) 4.0.0.BC.1

Grid bearings are derived from GNSS observations and are referred to the central meridian of UTM Zone 11 (117° West Longitude).

The UTM coordinates and estimated horizontal positional accuracy achieved are derived from dual frequency GNSS observations to CANNET Active Control Station KLO2.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distance by the average combined factor of 0.999943. The average combined factor has been determined based on an ellipsoidal elevation of 338 metres.

This plan lies within the Central Okanagan Regional District.

The field survey represented by this plan was completed on the 2nd day of March, 2017.

Gary Borne, BCLS 958

VECTOR GEOMATICS LAND SURVEYING LTD.
Head Office - Fort St. John
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Fort St. John, B.C. V1J 4H8
Ph.: (250) 785-7474
Kelowna Office
170-1855 Kirschner Rd
Kelowna, B.C. V1Y 4N7
Ph.: (250) 868-0172
www.vectorgeomatics.com

FILE No.: 1600103
DRAWING No.: 1600103ROADCLOSURE

CITY OF KELOWNA

BYLAW NO. 11330

Road Closure and Removal of Highway Dedication Bylaw (Portion of Lakeshore Road)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Lakeshore Road

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

1. That portion of highway attached as Schedule "A" comprising 94.7m^2 shown in bold black as Road to be Closed on the Reference Plan prepared by Gary Borne, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.

2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

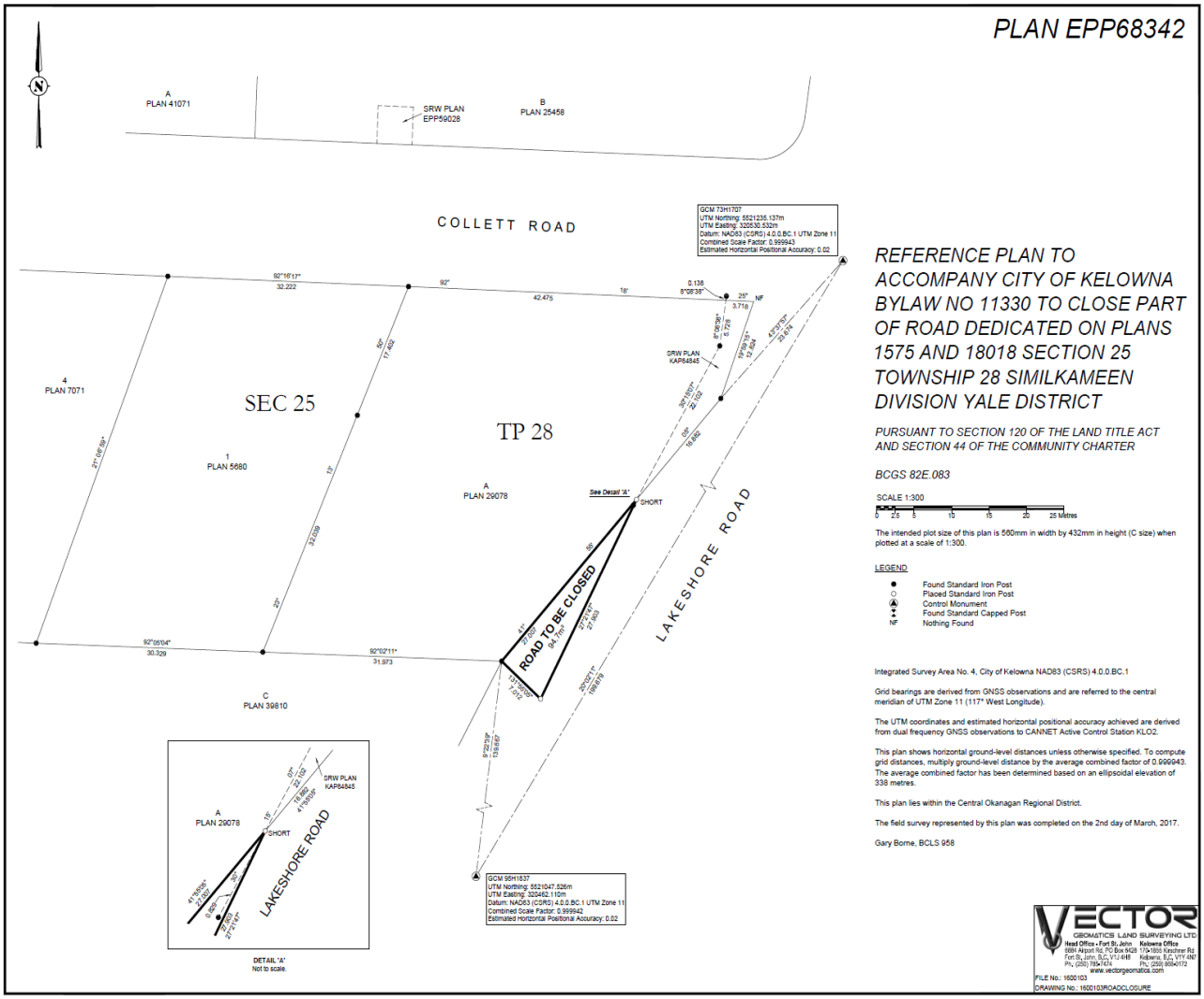
Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Schedule "A"


PLAN EPP68342
A
PLAN 41071
SRW PLAN
EPP59028
B
PLAN 25458
COLLETT ROAD
GCM 73H1707
UTM Northing: 5521235.137m
UTM Easting: 320530.532m
Datum: NAD83 (CSRS) 4.0.0.BC.1 UTM Zone 11
Combined Scale Factor: 0.999943
Estimated Horizontal Positional Accuracy: 0.02
4
PLAN 7071
SEC 25
1
PLAN 5680
TP 28
A
PLAN 29078
See Detail 'A'
SHORT
SRW PLAN
KAP84845
ROAD TO BE CLOSED
LAKESHORE ROAD
C
PLAN 39810
GCM 98H1837
UTM Northing: 5521047.526m
UTM Easting: 320462.110m
Datum: NAD83 (CSRS) 4.0.0.BC.1 UTM Zone 11
Combined Scale Factor: 0.999942
Estimated Horizontal Positional Accuracy: 0.02
DETAIL 'A'
Not to scale.
REFERENCE PLAN TO ACCOMPANY CITY OF KELOWNA BYLAW NO 11330 TO CLOSE PART OF ROAD DEDICATED ON PLANS 1575 AND 18018 SECTION 25 TOWNSHIP 28 SIMILKAMEEN DIVISION YALE DISTRICT
PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 44 OF THE COMMUNITY CHARTER
BCGS 82E.083
SCALE 1:300
0 2.5 5 10 15 20 25 Metres
The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:300.
LEGEND
Found Standard Iron Post
Placed Standard Iron Post
Control Monument
Found Standard Capped Post
NF Nothing Found
Integrated Survey Area No. 4, City of Kelowna NAD83 (CSRS) 4.0.0.BC.1
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FILE No.: 1600103
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