

City of Kelowna

Regular Council Meeting

AGENDA



Monday, May 1, 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

5 - 12

PM Meeting - April 24, 2017

3. Development Application Reports & Related Bylaws

3.1 242 Clifton Road, Z17-0016 - James and Nelly Oostenbrink

13 - 21

To rezone the subject property to the RU6 – Two Dwelling Housing zone to facilitate construction of a second dwelling.

3.2 242 Clifton Road, BL11399 (Z17-0016) - James and Nelly Oostenbrink

22 - 22

To give Bylaw No. 11399 first reading in order to rezone the subject property to facilitate construction of a second dwelling.

3.3 4491 Nottingham Road, Z17-0004 - Christine Reimann

23 - 28

To rezone the subject property to the RU2 – Medium Lot Housing zone to facilitate a two lot subdivision.

3.4 4491 Nottingham Road, BL11400 (Z17-0004) - Christine Reimann

29 - 29

To give Bylaw No. 11400 first reading in order to facilitate a two lot subdivision.

3.5 547 Osprey Avenue, Z16-0033 - Lok Tien Enterprises Ltd

30 - 40

To rezone the subject property from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone.

3.6	547 Osprey Avenue, BL11401 (Z16-0033) - Lok Tien Enterprises Ltd	41 - 41
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To give Bylaw No. 11401 first reading to rezone the subject property from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone.

4. Non-Development Reports & Related Bylaws

4.1	2017 Financial Plan – Final Budget	42 - 156
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To present the 2017 Final Budget submissions, the 2017-2021 Financial Plan and related bylaws to Council for their consideration and approval.

4.2	Five Year Financial Plan, 2017-2021 - BL11394	157 - 161
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To give Bylaw No. 11394 first, second and third readings.

4.3	Tax Structure Bylaw, 2017 - BL11395	162 - 162
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To give Bylaw No. 11395 first, second and third readings.

4.4	Annual Tax Rates Bylaw, 2017 - BL11396	163 - 165
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To give Bylaw No. 11396 first, second and third readings.

4.5	DCC Reserve Fund Expenditure Bylaw, 2017 - BL11397	166 - 166
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To give Bylaw No. 11397 first, second and third readings.

4.6	Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2017 - BL11398	167 - 167
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To give Bylaw No. 11398 first, second and third readings.

4.7	Rental Housing Agreements – Spring 2017	168 - 170
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To consider the Housing Agreements for five of the purpose-built rental housing projects that were approved for rental housing grants, in accordance with Council Policy No. 335.

4.8	1545 Bedford Avenue - Housing Agreement Authorization Bylaw - BL11385	171 - 178
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To give Bylaw No. 11385 first, second and third readings in order to enter into a housing agreement for the purpose-built rental housing projects that are approved for rental housing grants.

4.9	1975 Kane Road, Housing Agreement Authorization Bylaw - BL11386	179 - 185
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To give Bylaw No. 11386 first, second and third readings in order to enter into a housing agreement for the purpose-built rental housing projects that are approved for rental housing grants.

4.10	1920 Enterprise Way, Housing Agreement Authorization Bylaw - BL11387	186 - 193
	To give Bylaw No. 11387 first, second and third readings in order to enter into a housing agreement for the purpose-built rental housing projects that are approved for rental housing grants.	
4.11	755 Academy Way, Housing Agreement Authorization Bylaw - BL11388	194 - 201
	To give Bylaw No. 11388 first, second and third readings in order to enter into a housing agreement for the purpose-built rental housing projects that are approved for rental housing grants.	
4.12	1459-1469 KLO Road, Housing Agreement Authorization Bylaw - BL11389	202 - 209
	To give Bylaw No. 11389 first, second and third readings in order to enter into a housing agreement for the purpose-built rental housing projects that are approved for rental housing grants.	
4.13	Rental Housing Revitalization Tax Exemption Agreements	210 - 286
	To bring forward five 10-year Revitalization Tax Exemption Agreements for approval to support the purpose-built rental housing projects identified in the report from the Planner Specialist, dated May 1, 2017 in accordance with Revitalization Tax Exemption Program Bylaw No. 9561	
4.14	2017 Community Social Development Grants	287 - 297
	To provide Council with background information about the Community Social Development Grants, the grant review process and the decision of the Grant Advisory Committee regarding the distribution of the 2017 program funds.	
4.15	Kelowna Integrated Water Phase One, SEKID/SOMID Transition and Infrastructure Project	298 - 301
	To amend the 2017 Financial Plan to include the Kelowna Integrated Water Phase One, SEKID/SOMID Transition and Infrastructure Project.	

5. Bylaws for Adoption (Non-Development Related)

5.1	BL11379 - Sterile Insect Release Program Parcel Tax Bylaw 2017	302 - 313
	To adopt Bylaw No. 11379 in order to authorize the 2017 Sterile Insect Release parcel tax levy on specified property tax rolls within the City of Kelowna.	
5.2	BL11366 - Amendment No. 5 to Recreation Fees and Charges Bylaw No. 9609	314 - 328
	To adopt Bylaw No. 11366 in order to amend the Recreation Fees and Charges Bylaw No. 9609.	

6. Mayor and Councillor Items

7. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, April 24, 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, Brad Sieben*, Mohini Singh* and Luke Stack

Staff Present Deputy City Manager, Joe Creron; City Clerk, Stephen Fleming; Urban Planning Manager, Terry Barton*; Planner, Emily Williamson*; Controller, Jackie Dueck*; Revenue Supervisor, Ange Schumacher*; Divisional Director, Active Living & Culture, Jim Gabriel*; Legislative Coordinator (Confidential), Arlene McClelland

(* denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:34 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 Donn

R273/17/04/24 THAT the Minutes of the Regular Meetings of April 10, 2017 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1 TA15-0008 - Miscellaneous Housekeeping Carriage House and Accessory Building Amendments

Councillor Gray declared a perceived conflict of interest as she is currently constructing a carriage home and departed the meeting at 1:35 p.m.

Staff:

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

Moved By Councillor Given/Seconded By Councillor Hodge

R274/17/04/24 THAT Zoning Bylaw Text Amendment Application No. TA15-0008 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Community Planning Department dated April 24, 2017 be considered by Council;

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

Carried

3.2 TA15-0008 (BL11369) - Miscellaneous Housekeeping Text Amendments

Moved By Councillor DeHart/Seconded By Councillor Stack

R275/17/04/24 THAT Bylaw No. 11369 be read a first time.

Carried

Councillor Grey rejoined the meeting at 1:41 p.m.

3.3 1065 Guisachan Rd, Z17-0022 - Bridget McKittrick-Gillberg & Michael Gillberg

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Singh

R276/17/04/24 THAT Rezoning Application No. Z17-0022 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 16 District Lot 136 ODYD Plan 38928, located at 1065 Guisachan Rd, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule 'A' attached to the Report from the Community Planning Department dated April 24, 2017.

Carried

3.4 1065 Guisachan Rd, Z17-0022 (BL11390) - Bridget McKittrick-Gillberg & Michael Gillberg

Moved By Councillor Sieben/Seconded By Councillor Stack

R277/17/04/24 THAT Bylaw No. 11390 be read a first time.

Carried

3.5 140 Mills Road, Z17-0003 - Derer's Tile Haus Inc. No. BC0917501

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor DeHart

R278/17/04/24 THAT Rezoning Application No. Z17-0003 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 3, District Lot 125, ODYD, Plan 9286, located at 140 Mills Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RM3 – Low Density Multiple Housing zone, be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated February 20, 2017;

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

Carried

3.6 140 Mills Road Z17-0003 (BL11391) - Derer's Tile Haus Inc. No. BC917501

Moved By Councillor Sieben/Seconded By Councillor Stack

R279/17/04/24 THAT Bylaw No. 11391 be read a first time.

Carried

3.7 849 Raymer Road, Z17-0017 - Sascha and Margaret Heinrich

Councillor Seiben declared a conflict of interest as the subject property abuts property he owns and departed the meeting at 1:56 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Hodge/Seconded By Councillor Gray

R280/17/04/24 THAT Rezoning Application No. 17-0017 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 580A SDYD Plan KAP73736, located at 849 Raymer Rd, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule 'A' attached to the Report from the Community Planning Department dated April 24, 2017.

Carried

3.8 849 Raymer Road, Z17-0017 (BL11392) - Sascha and Margaret Heinrich

Moved By Councillor Stack/Seconded By Councillor Singh

R281/17/04/24 THAT Bylaw No. 11392 be read a first time.

Carried

Councillor Sieben rejoined the meeting at 1:59 p.m.

3.9 1920-1936 Summit Drive, TA17-0006 - Various Owners

Councillor DeHart declared a conflict of interest as her employer operates a similar establishment and located within 2 km of the subject establishment and departed the meeting at 1:59 p.m.

Staff:

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

Moved By Councillor Donn/Seconded By Councillor Sieben

R282/17/04/24 THAT Zoning Bylaw Text Amendment Application No. TA17-0006 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Community Planning Department dated April 24, 2017 for Lot C, Sec. 29, Twp. 26, ODYD Plan EPP54061 located at 1920-1936 Summit Drive be considered by Council;

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

Carried

3.10 1920-1936 Summit Drive, TA17-0006 (BL11393) - Lindy Holdings Ltd

Moved By Councillor Stack/Seconded By Councillor Hodge

R283/17/04/24 THAT Bylaw No. 11393 be read a first time.

Carried

Councilor DeHart rejoined the meeting at 2:09 p.m.

3.11 948 McCurdy Road, DP17-0021 - Protech Consulting 2012

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor Given

R284/17/04/24 THAT Council authorizes the issuance of Development Permit No. DP17-0021 for Lot 4, Section 27, Township 26, ODYD, Plan 1879 Except Plans A12969, H8110, KAP64562, KAP85879, and EPP52046, located at 948 McCurdy Road, Kelowna, BC subject to the following:

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

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

AND 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.

Carried

4. Bylaws for Adoption (Development Related)

4.1 5425 Upper Mission Dr, BL11344 (OCP16-0012) - Kestrel Holdings Ltd

Moved By Councillor DeHart/Seconded By Councillor Stack

R285/17/04/24 THAT Bylaw No. 11344 be adopted.

Carried

4.2 5425 Upper Mission Dr, BL11345 (Z16-0024) - Kestrel Holdings Ltd

Moved By Councillor Stack/Seconded By Councillor DeHart

R286/17/04/24 THAT Bylaw No. 11345 be adopted.

Carried

4.3 3523 Landie Rd, BL11360 (Z16-0085) - Tracy Hansford

Moved By Councillor Stack/Seconded By Councillor DeHart

R287/17/04/24 THAT Bylaw No. 11360 be adopted.

Carried

4.4 BL11364 (TA17-0003) - Section 16 - Public and Institutional Zones

Moved By Councillor Gray/Seconded By Councillor Given

R288/17/04/24 THAT Bylaw No. 11364 be adopted.

Carried

4.5 700 Swordy Road, BL11365 (Z17-0009) - FORTISBC Inc.

Moved By Councillor Given/Seconded By Councillor Gray

R289/17/04/24 THAT Bylaw No. 11365 be adopted.

Carried

4.6 1449 Ethel Street, BL11371 (HRA16-0001) - Donald McDonald and Linda Scott-McDonald

Moved By Councillor Gray/Seconded By Councillor Hodge

R290/17/04/24 THAT Bylaw No. 11371 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 2017 Sterile Insect Release (SIR) parcel tax

Staff:

- Displayed a PowerPoint Presentation summarizing the reasons for the Sterile Insect Release Parcel Tax levy and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Hodge

R291/17/04/24 THAT Council approve the Sterile Insect Release Program as outlined in the report dated April 24, 2017, charging the 2017 Sterile Insect Release (SIR) Parcel Tax to individual property tax rolls in accordance with the 2017 SIR Parcel Tax Assessment Roll provided to the City of Kelowna by SIR administration;

AND THAT Bylaw No. 11379 being the Sterile Insect Release Program Parcel Tax Bylaw 2017 be forwarded for reading consideration.

Carried

5.2 BL11379 - Sterile Insect Release Program Parcel Tax Bylaw 2017

Moved By Councillor Hodge/Seconded By Councillor Gray

R292/17/04/24 THAT Bylaw No. 11379 be read a first, second and third time.

Carried

5.3 Updates to Allocation Guidelines and Fees Bylaw for Recreation and Cultural Facilities

Staff:

- Displayed a PowerPoint Presentation summarizing the updates to the Conditions of Use and Allocation Guidelines for the Recreation & Cultural Facilities and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Hodge

R293/17/04/24 THAT Council receives the report from the Divisional Director of Active Living & Culture, regarding updates to the Conditions of Use & Allocation Guidelines for Recreation & Cultural Facilities and the amendments to the Fees & Charges Bylaw No. 9609, as outlined in the report dated April 24, 2017;

AND THAT Council endorse the updates to the Conditions of Use & Allocation Guidelines for Recreation & Cultural Facilities as outlined in the report dated April 24, 2017;

AND THAT Bylaw No. 11366 being Amendment No. 5 to the Recreation & Cultural Services Fees & Charges Bylaw No. 9609 be advanced for reading consideration.

Carried

5.4 BL11366 - Amendment No. 5 to Recreation Fees and Charges Bylaw No. 9609

Moved By Councillor Hodge/Seconded By Councillor Gray

R294/17/04/24 THAT Bylaw No. 11366 be read a first, second and third time.

Carried

6. Bylaws for Adoption (Non-Development Related)

6.1 BL11377 - Amendment No. 1 to the Five Year Financial Plan 2016-2020 Bylaw No. 11227

Moved By Councillor Given/Seconded By Councillor Donn

R295/17/04/24 THAT Bylaw No. 11377 be adopted.

Carried

6.2 BL11378 - Amendment No. 1 to Development Cost Charge Reserve Fund Expenditure Bylaw, 2016 No. 11230

Moved By Councillor Given/Seconded By Councillor Donn

R296/17/04/24 THAT Bylaw No. 11378 be adopted.

Carried

7. Mayor and Councillor Items

Councillor Given:

- Will be representing Council at the SILGA Conference at Sun Peaks this week.
- Will be attending The Kelowna City Concert Band celebrating Canada and the Netherlands on Saturday April 29th at the Community Theatre.

Councillor Donn:

- Provided comments on the Newcomers' Club which is a wonderful way for new citizens to get to know Kelowna and also acknowledged the great work they do.

Councillor Gray:

- Reminder that National Volunteer Week launches tomorrow.
- Will be representing Council at Girl Guide Week.
- Will be attending National Day of Mourning ceremony on Friday, April 28th.

Councillor Hodge:

- Will be attending the SILGA Conference and will be unable to attend tomorrow evenings Public Hearing.

Councillor Sieben:

- Attended a Strata Meeting regarding Air B & B and noted a great divide on the issue however can be managed effectively by Strata Councils.

Councillor Singh:

- Will be attending National Day of Mourning ceremony on Friday, April 28th at the City's Yards Office.
- Reminder of the Kelowna Vaisakhi Parade that takes place on Saturday April 29th beginning at 12:00 p.m.

Councillor DeHart:

- Commented on a large Rotary Conference taking place in Kelowna from April 27th to 30th.
- Will be attending the Mayor's Reception for the Civic Award finalists at the Laurel Packing House on Sunday, April 30th and reminded the community of the 42nd Civic Awards Gala on May 10th at the Kelowna Community Theatre

Councillor Stack:

- Will be attending The Kelowna City Concert Band celebrating Canada and the Netherlands on Saturday April 29th at the Community Theatre.
- Will be attending the Vaisakhi Parade on Saturday April 29th
- Will be attending the Mayor's Reception for the Civic Award finalists at the Laurel Packing House on Sunday, April 30th

Mayor Basran:

- Reminder that the Kelowna Rockets are in town midweek with the conference series tied at 1-1 and encouraged citizens to check them out.
- Will be attending the Vaisakhi Parade on Saturday April 29th
- Will be attending the Mayor's Reception for the Civic Award finalists on Sunday, April 30th
- Spoke to his attendance at an Art Gala hosted by the Art Gallery on the weekend.
- Spoke to his attendance at a Fashion Fundraiser Event for The Opera Kelowna Society on April 21st.
- Spoke to his attendance at the BC Wheelchair Rugby Association League game on April 23rd and commended the organization in bringing in teams from all over the province.

8. Termination

This meeting was declared terminated at 3:06 p.m.

Mayor

/acm

Amrullah

for

City Clerk

REPORT TO COUNCIL



Date: April 24, 2017

RIM No. 1250-30

To: City Manager

From: Community Planning Department (LB)

Application: Z17-0016 **Owner:** James & Nelly Oostenbrink

Address: 242 Clifton Road **Applicant:** James & Nelly Oostenbrink

Subject: Rezoning Application

Existing OCP Designation: S2RES – Single / Two Unit Residential

Existing Zone: RR3 – Rural Residential 3

Proposed Zone: RU6 – Two Dwelling Housing

1.0 Recommendation

THAT Rezoning Application No. Z17-0016 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 10 Section 6 Township 23 ODYD Plan 30121, located at 242 Clifton Road, Kelowna, BC, from the RR3 – Rural Residential 3 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 the Community Planning Department dated April 24, 2017;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to an access easement agreement being registered on Title of Lot 59 Section 6 Township 23 ODYD Plan KAP42134, located at 244 Clifton Road, Kelowna, BC, to grant access to Lot 10 Section 6 Township 23 ODYD Plan 30121, located at 242 Clifton Road, Kelowna, BC.

2.0 Purpose

To rezone the subject property to the RU6 – Two Dwelling Housing zone to facilitate construction of a second dwelling.

3.0 Community Planning

Staff supports the application to rezone from the RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone to allow a second dwelling to be built on the subject property. The RU6 zone complies with the existing Future Land Use designation of S2RES – Single / Two Unit Residential. The property is within an existing built-up area in the Permanent Growth Boundary and is well in excess of the minimum lot dimensions for two dwelling housing.

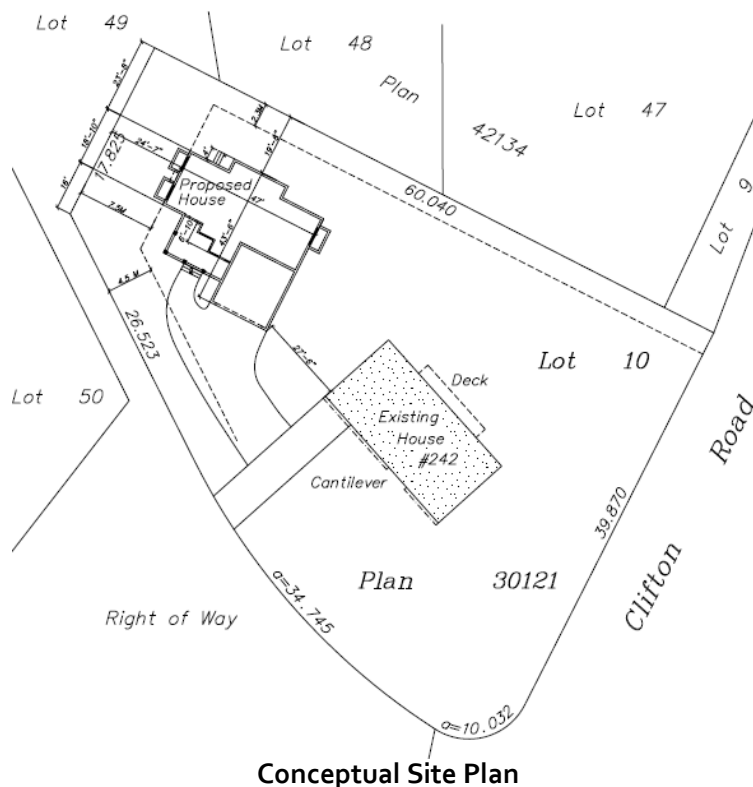
The application meets the intent of several Official Community Plan (OCP) goals and policies related to containing growth within developed areas with existing infrastructure and services, notably OCP Goal 1, Objective 5.3, and Policy 5.3.2. The proposal is also consistent with OCP policies that support additional residential density and housing forms that generally fit with the surrounding neighbourhood. In terms of allowed building height and siting, the RU6 zone is similar to the property's existing zoning of RR3, particularly as it relates to setbacks to adjacent properties. The table below compares the development regulations of the RU6 and RR3 zones.

Zoning Comparison Table		
Development Regulation	RR3 Zone Requirements (Existing)	RU6 Zone Requirements (Proposed)
Site Coverage	30%	40%
Site Coverage (with driveways & surface parking)	n/a	50%
Height	9.5 m or 2 ½ storeys	9.5 m or 2 ½ storeys
Front Yard	6.0 m	4.5 m
Side Yard (south)	2.3 m	2.3 m
Side Yard (north)	2.3 m	2.3 m
Rear Yard	7.5 m	7.5 m

The minimum lot area for two dwelling housing is 700 m², and the property's lot area of 2,185 m² is well in excess of this requirement. No variances are being requested and there is ample room to locate a new dwelling towards the rear of the property within the required setbacks. The proposal accounts for parking for two dwellings on the site.

The property has mature vegetation. While construction of a second dwelling requires the removal of some trees, the site perimeter has several mature trees and shrubs, minimizing the visual impact of an additional dwelling on adjacent properties.

Development Permits for two dwelling housing are no longer needed; therefore, if the rezoning is supported the applicant can proceed to apply for Building Permits.



The property is accessed from Clifton Road via a driveway from the City-owned lot south of the subject property. The City lot serves as a pedestrian connection between Merlin Court and Clifton Road, and provides access to both the subject property and 250 Clifton Road to the south. As part of this application, access to the subject property will be formalized through an access easement agreement. This avoids additional accesses directly onto Clifton Road.



Clifton Road is built to a major collector road standard in this location and is urbanized with a bicycle lane, sidewalk, and boulevard trees on this side of the road. The property currently has an adequate water service, and should the applicant choose to stratify a second water service would be required at that time. The applicant must decommission the existing septic system and connect to the City sanitary sewer system prior to adoption of the rezoning.

The applicant completed neighbourhood consultation in accordance with Council Policy No. 367. Staff has been contacted by several area residents with questions and concerns about the application.

4.0 Proposal

4.1 Project Description

The proposal is to rezone the subject property to construct a second dwelling. The applicant proposes to retain the existing house and construct a second detached house towards the rear of the property. The site has substantial mature vegetation, and no variances are being requested.

4.2 Site Context

The subject property is located on the west side of Clifton Road between Rio Drive and Magic Drive, in the City's Glenmore – Clifton – Dilworth Sector. The surrounding area is characterized by single family dwellings, specifically the Magic Estates neighbourhood on the west side of Clifton Road.

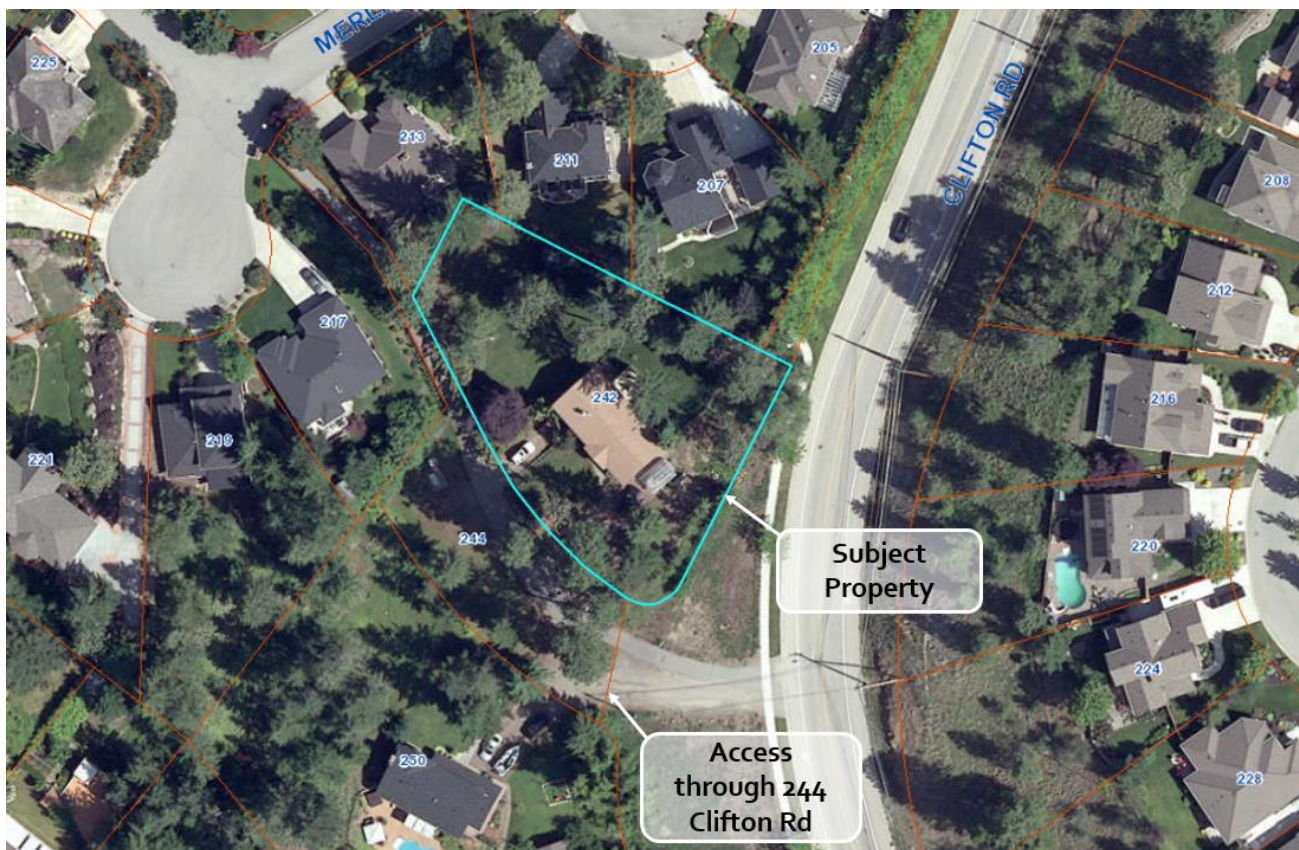
Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single dwelling housing
East	RU1 – Large Lot Housing	Single dwelling housing
South	RR3 – Rural Residential 3	Greenspace & pedestrian walkway Single dwelling housing
West	RU1 – Large Lot Housing	Single dwelling housing

Map 1: Surrounding Area & Existing Zoning



Map 2: Subject Property



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Existing Lot Regulations		
Lot Area	700 m ²	2,185 m ²
Lot Width	18.0 m	39.9 m
Lot Depth	30.0 m	60.0 m
Development Regulations		
Site Coverage	40%	14.8%
Site Coverage (with driveways & surface parking)	50%	25.7%
Height	9.5 m or 2 ½ storeys	7.4 m (2 storeys)
Front Yard	4.5 m	11.9 m
Side Yard (south)	2.3 m	m
Side Yard (north)	2.3 m	6.0 m
Rear Yard	7.5 m	7.5 m
Distance Between Dwellings	4.5 m	8.4 m
Other Regulations		
Minimum Parking Requirements	4 stalls	6 stalls

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 1: Introduction

Goal 1. Contain Urban Growth. Reduce greenfield urban sprawl and focus growth in compact, connected and mixed-use (residential and commercial) urban and village centres.

Goal 2. Address Housing Needs of All Residents. Address housing needs of all residents by working towards an adequate supply of a variety of housing.

Chapter 5: Development Process

Objective 5.3 Focus development to designated growth areas.

Policy 5.3.2 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 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.

Policy 5.22.6 Sensitive Infill. Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

Policy 5.22.7 Healthy Communities. Through current zoning regulations and development processes, foster healthy, inclusive communities and a diverse mix of housing forms, consistent with the appearance of the surrounding neighbourhood.

6.0 Technical Comments

6.1 Development Engineering Department

- See attached memorandum.

6.2 Strategic Investments (Real Estate Services)

- Formalization of access to subject property via the City-owned lot at 244 Clifton Road is required.

7.0 Application Chronology

Date of Application Received: February 17, 2017

Date Public Consultation Completed: February 26, 2017

Report prepared by:

Laura Bentley, Planner II

Reviewed by: Todd Cashin, Subdivision, Suburban and Rural Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Schedule "A" City of Kelowna Memorandum

Conceptual Site Plan & Elevations

CITY OF KELOWNA
MEMORANDUM

SCHEDULE A

This forms part of application
Z17-0016



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials **LB**

Date: February 23, 2017
File No.: Z17-0016-01

To: Land Use Management Department (LB)

From: Development Engineering Manager (SM)

Subject: 242 Clifton Road

RR3 to RU6

Development Engineering Services have the following requirements associated with this rezoning Application.

1. Domestic Water and Fire Protection

This property is currently serviced with a 19mm-diameter water service. The service will be adequate for this application. Metered water from the main residence must be extended to supply the proposed Suite/Dwelling.

If this property is going to stratify in the future, a second service and Meter will be required for this application to the secondary residence.

2. Sanitary Sewer

Our records indicate that this property is not currently serviced we would be required a 100mm-diameter sanitary sewer service connection which is adequate for this application.

3. Site Related Issues

- a) Provide on-site parking for the proposed dwelling.
- b) Access from Clifton Rd. through lot 244 Clifton Rd. only with an cross access agreement.

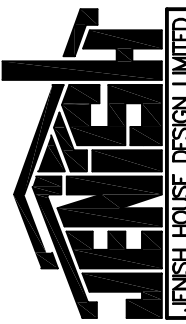
4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

A handwritten signature in black ink, appearing to read 'Steve Muenz', written over a horizontal line.

Steve Muenz, P. Eng.
Development Engineering Manager

RO



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exclusive property
JENISH HOUSE
DESIGN LIMITED
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REFERENCE:
6-4-347

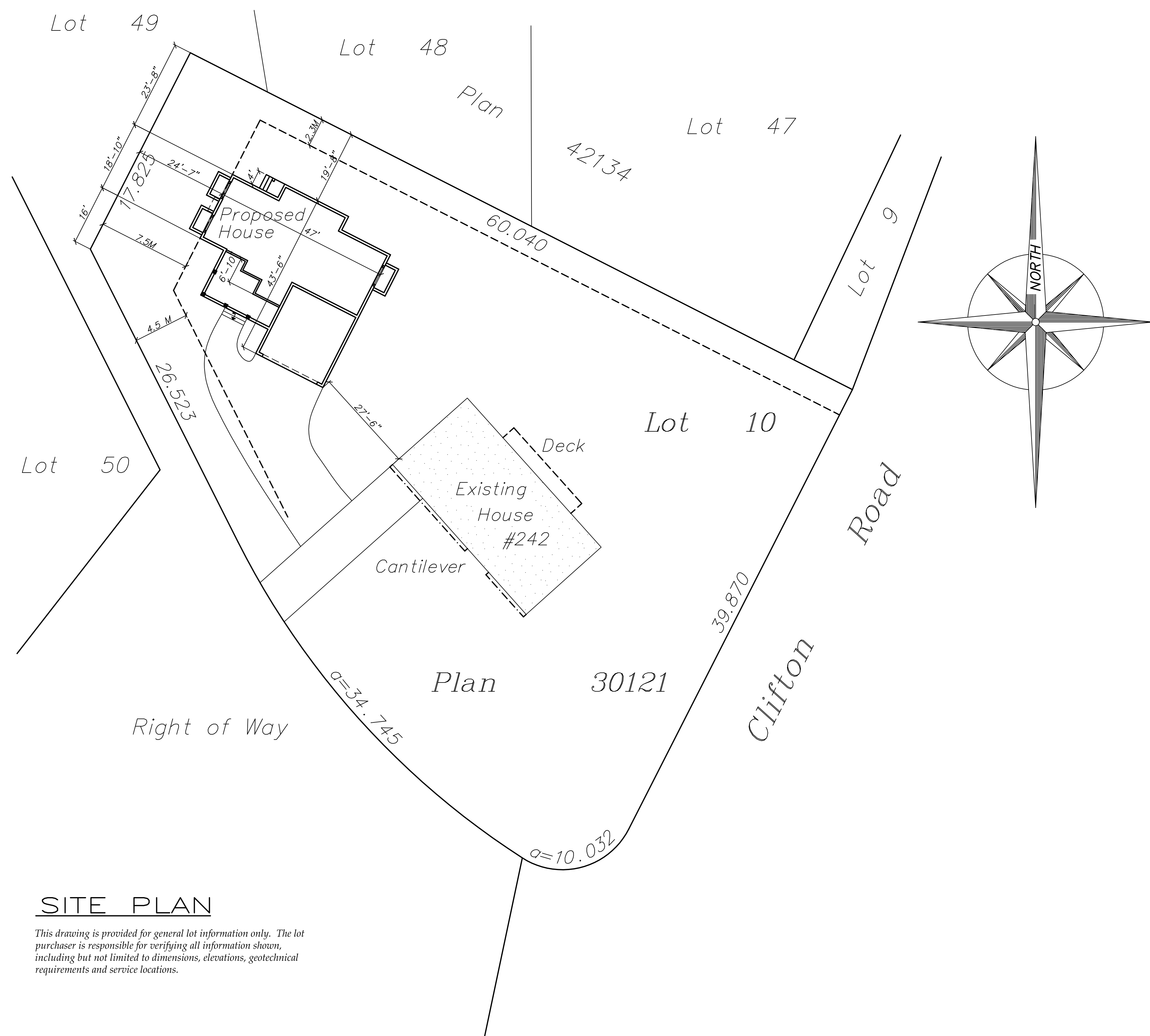
DRAWN:
LW

CHECKED:
TWB

DATE: FEB. '17

SCALE:
1/16"=1'-

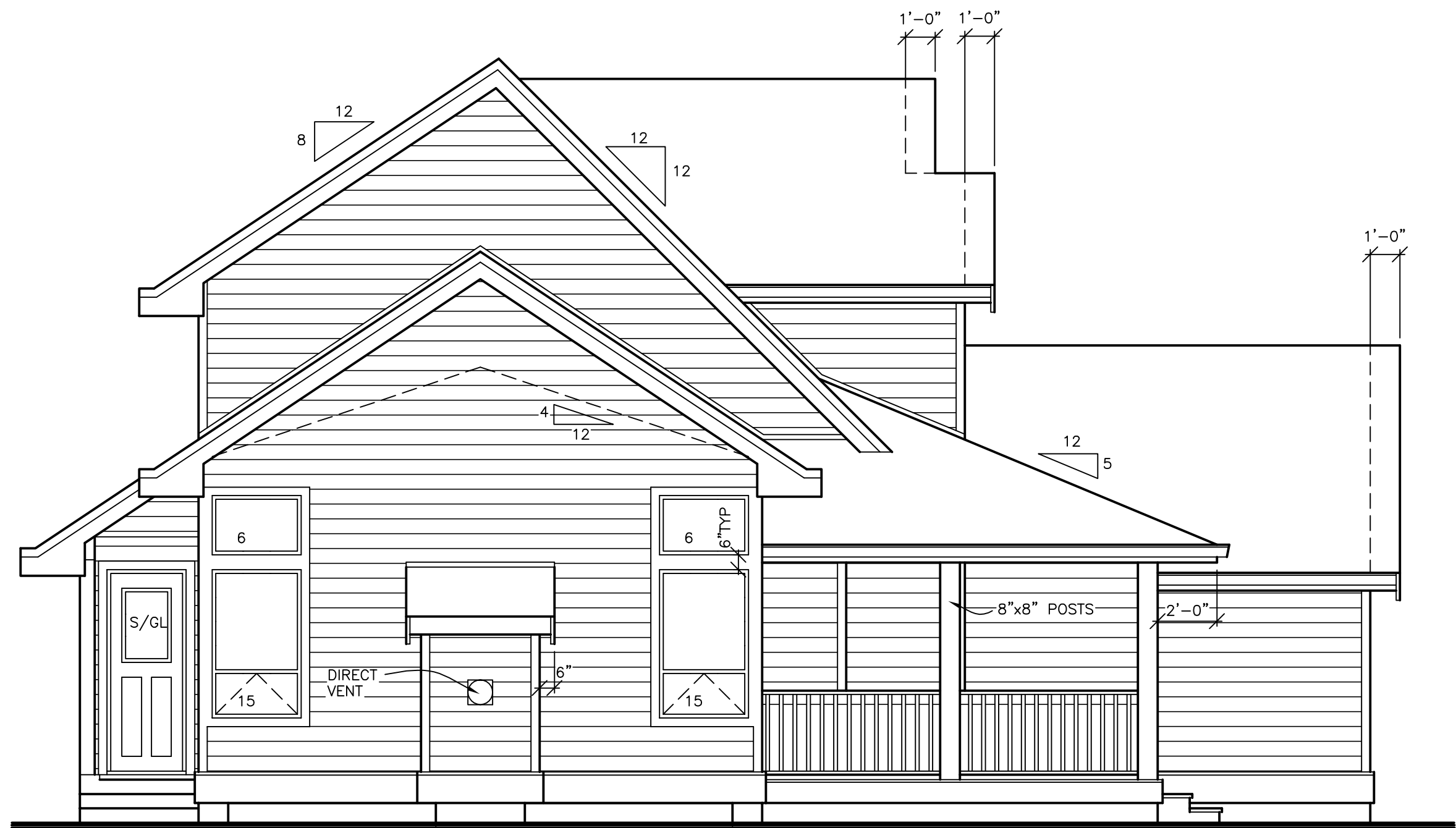
SHEET:
1 OF 7

PLAN NUMBER:
M6-4-75.

SITE PLAN

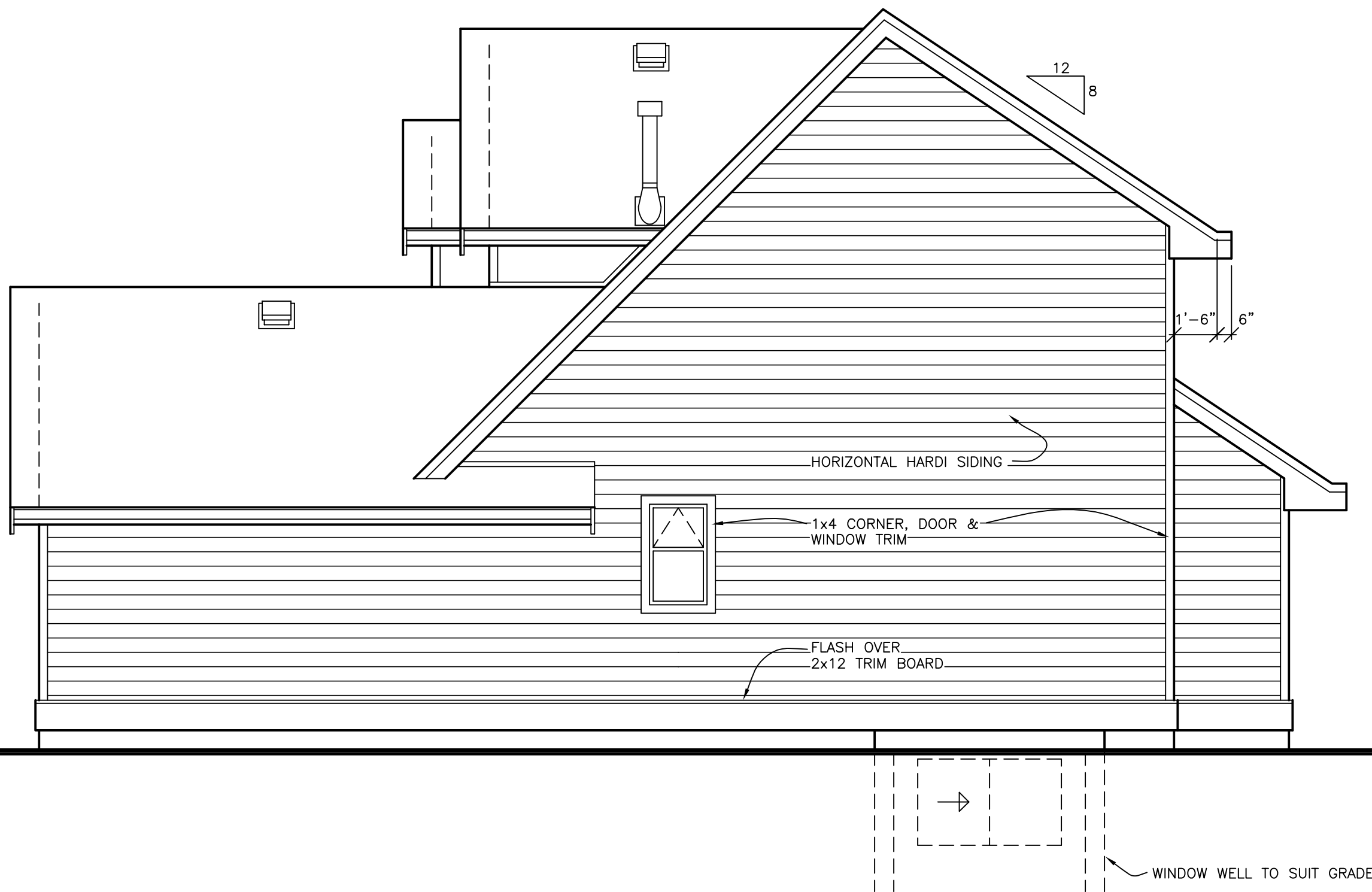
This drawing is provided for general lot information only. The lot purchaser is responsible for verifying all information shown, including but not limited to dimensions, elevations, geotechnical requirements and service locations.

NOTE:
REMOVAL OF JHDL LOGO, TITLE
BLOCK OR WATER MARK IS AGAINST
CANADIAN COPYRIGHT LAWS

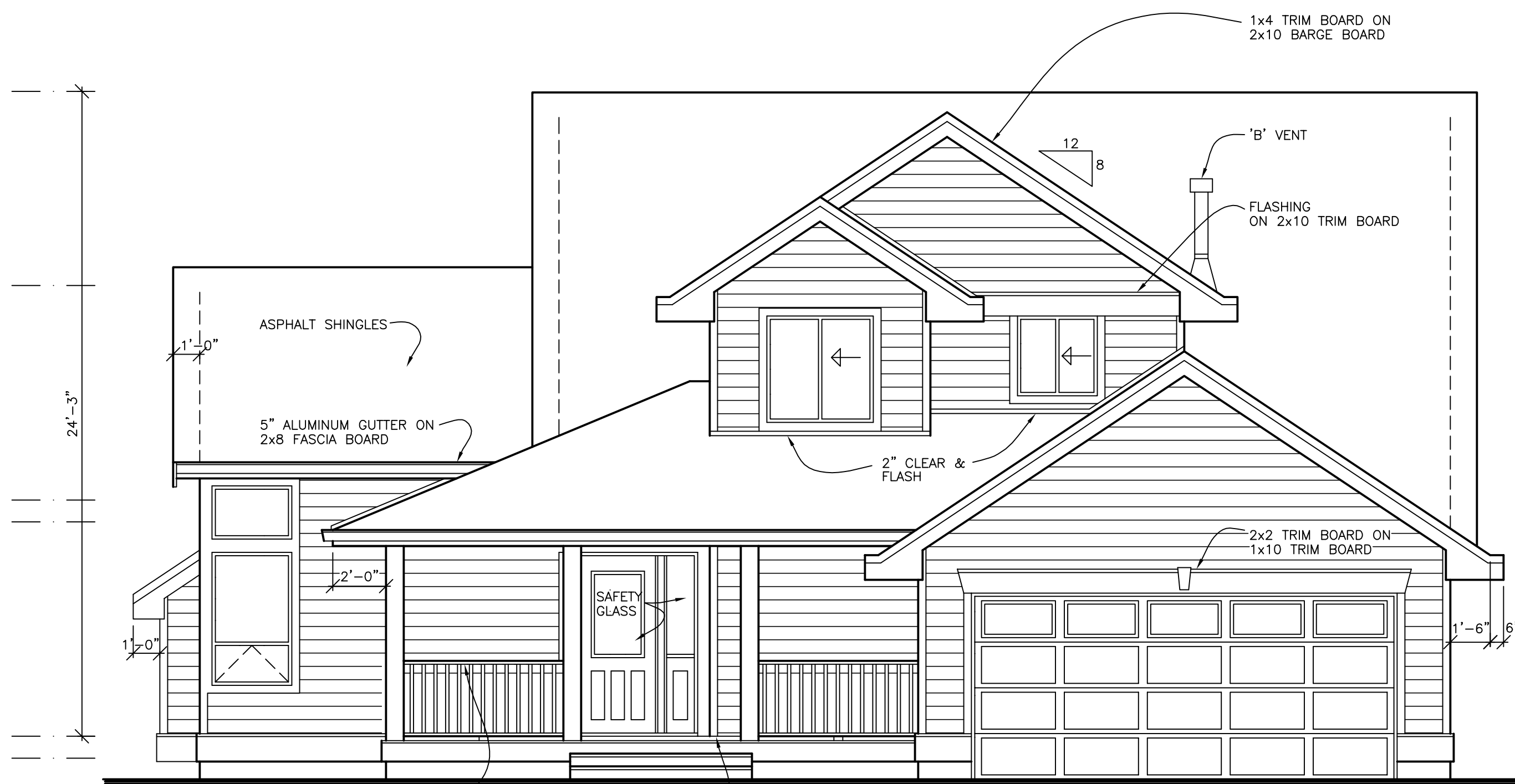


LEFT ELEVATION

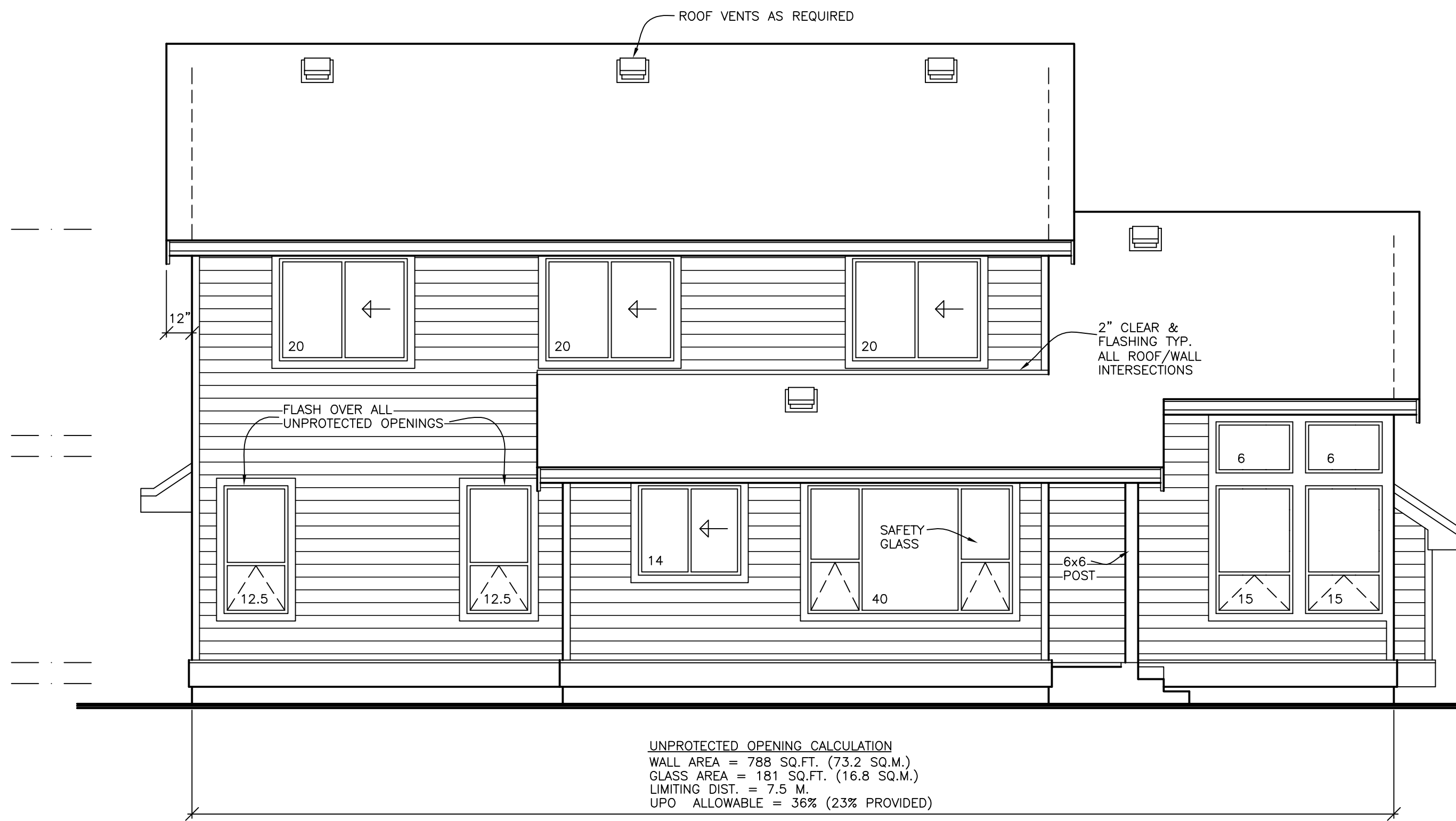
UNPROTECTED OPENING CALCULATION
WALL AREA = 262 SQ.FT. (24.3 SQ.M.)
GLASS AREA = 42 SQ.FT. (3.9 SQ.M.)
LIMITING DIST. = 7.5 M.
UPO ALLOWABLE = 100% (16% PROVIDED)



RIGHT ELEVATION



FRONT ELEVATION



REAR ELEVATION

UNPROTECTED OPENING CALCULATION
WALL AREA = 788 SQ.FT. (73.2 SQ.M.)
GLASS AREA = 181 SQ.FT. (16.8 SQ.M.)
LIMITING DIST. = 7.5 M.
UPO ALLOWABLE = 36% (23% PROVIDED)

CITY OF KELOWNA
BYLAW NO. 11399
Z17-0016 – 242 Clifton Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 10, Section 6, Township 23, ODYD, Plan 30121 located on Clifton Road, Kelowna, B.C., from the RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: April 24, 2017

RIM No. 1250-30

To: City Manager

From: Community Planning Department (LB)

Application: Z17-0004 **Owner:** Christine Reimann

Address: 4491 Nottingham Road **Applicant:** Christine Reimann

Subject: Rezoning Application

Existing OCP Designation: S2RES – Single / Two Unit Residential

Existing Zone: RU1 – Large Lot Housing

Proposed Zone: RU2 – Medium Lot Housing

1.0 Recommendation

THAT Rezoning Application No. Z17-0004 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 6 District Lot 358 ODYD Plan 19200, located at 4491 Nottingham Road, Kelowna, BC, from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone be considered by Council;

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

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.

2.0 Purpose

To rezone the subject property to the RU2 – Medium Lot Housing zone to facilitate a two lot subdivision.

3.0 Community Planning

Staff supports the application to rezone from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone, facilitating a subdivision to create a new residential lot. The development meets policies supporting increased density in areas with urban services. The property is within walking distance of both an elementary school and a high school, and transit service is available within a 400 m walking distance.

Should Council support the rezoning, staff will issue a Preliminary Layout Review Letter outlining the conditions and requirements for subdivision. The subdivision will create one new residential lot, and the proposed subdivision layout is shown below.

No variances are being requested as part of this application; both lots meet or exceed minimum lot dimensions for the RU2 zone and the existing house meets the required setbacks.

The applicant completed neighbourhood consultation in accordance with Council Policy No. 367. At the time of writing, staff has not been contacted with any questions or concerns from area residents.

4.0 Proposal

4.1 Project Description

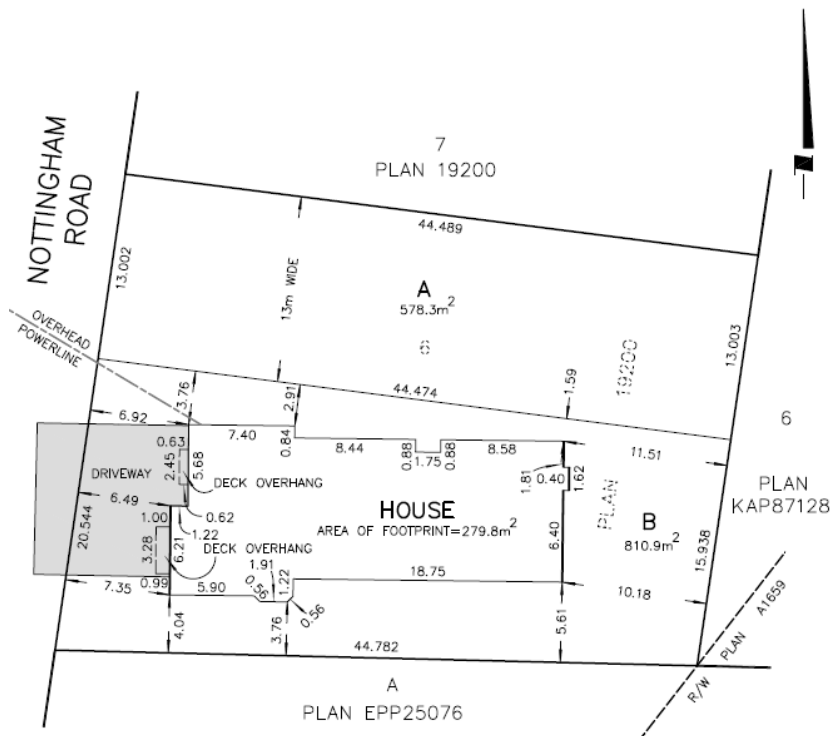
The proposed development is to rezone and subdivide the property to create two residential lots. The existing single family dwelling will be retained with a new lot created to the north.

4.2 Site Context

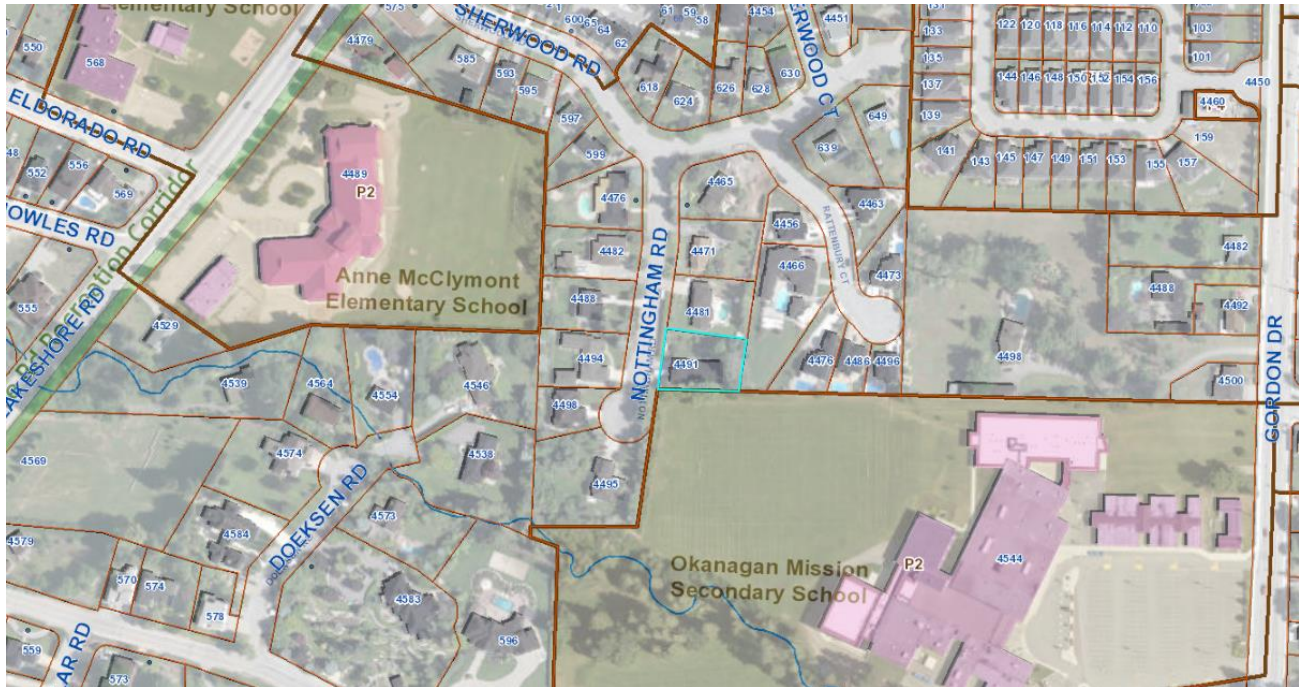
The subject property is located in the City's North Okanagan Mission Sector. The area is characterized primarily by single family dwellings, with Anne McClymont Elementary School to the west and Okanagan Mission Secondary School immediately south of the property. Nearby transportation options include the Lakeshore Road Recreation Corridor as well as transit service on Lakeshore Road and Gordon Drive. The north fork of Bellevue Creek runs through the Okanagan Mission Secondary School site approximately 100 m south of the subject property.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single dwelling housing
East	RU1 – Large Lot Housing	Single dwelling housing
South	P2 – Education and Minor Institutional	Okanagan Mission Secondary School
West	RU1 – Large Lot Housing	Single dwelling housing



Map 1: Surrounding Area & Existing Zoning



Map 2: Subject Property



4.3 Zoning Analysis Table

Zoning Analysis Table			
CRITERIA	RU ₂ ZONE REQUIREMENTS	PROPOSED LOT A	PROPOSED LOT B (EXISTING HOUSE)
Subdivision Regulations			
Lot Area	400 m ²	578.3 m ²	810.9 m ²
Lot Width	13.0 m	13.0 m	20.5 m
Lot Depth	30.0 m	44.5 m	44.7 m
Development Regulations			
Site Coverage	40%	n/a	34.5%
Site Coverage (with driveways)	50%	n/a	~42.5%
Front Yard	6.0 m	n/a	6.5 m
Side Yard (south)	1.5 m (1 storey portion) 1.8 m (2 storey portion)	n/a	5.6 m (1 storey portion) 3.8 m (2 storey portion)
Side Yard (north)	1.5 m (1 storey portion) 1.8 m (2 storey portion)	n/a	1.6 m (1 storey portion) 2.9 m (2 storey portion)
Rear Yard	6.0 m	n/a	10.2 m

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

Policy 5.2.4 Complete Communities. Support the development of complete communities with a minimum intensity of approximately 35-40 people and / or jobs per hectare to support basic transit service – a bus every 30 minutes.

Policy 5.3.2 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 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.

6.0 Technical Comments

6.1 Development Engineering Department

- Road frontage improvements are triggered by this rezoning application. The requirements include curb and gutter, sidewalk, storm drainage system and pavement widening. Also required is a landscaped boulevard, street lighting and relocation or adjustment of utility appurtenances if required to accommodate the upgrading construction. The cost of this construction is at the applicant's expense.
- The proposed redevelopment includes the subject parcel being subdivided into two lots. A subdivision application will require service upgrades that include the installation of additional services. The work will require road cuts and boulevard and pavement restoration.

- Development Engineering is prepared to defer the requirements of the rezoning to the subdivision stage.

7.0 Application Chronology

Date of Application Received: January 18, 2017

Date Public Consultation Completed: March 30, 2017

Report prepared by:

Laura Bentley, Planner II

Reviewed by: Todd Cashin, Subdivision, Suburban and Rural Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Proposed Subdivision Layout

CITY OF KELOWNA

BYLAW NO. 11400

Z17-0004 – 4491 Nottingham Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 6, District Lot 358, ODYD, Plan 19200 located on Nottingham Road, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: May 1, 2017

RIM No. 1250-30

To: City Manager

From: Community Planning Department (TY)

Application: Z16-0033 **Owner:** Lok Tien Enterprises Ltd

Address: 547 Osprey Avenue **Applicant:** Lok Tien Enterprises Ltd

Subject: Rezoning Application

Existing OCP Designation: MXR – Mixed Use (Residential/Commercial)

Existing Zone: RU6 – Two Dwelling Housing zone

Proposed Zone: C4 – Urban Centre Commercial zone

1.0 Recommendation

THAT Rezoning Application No. Z16-0033 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 23 District Lot 14 ODYD Plan 3769, located at 547 Osprey Avenue, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone, be considered by Council;

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

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the report from the Community Planning Department dated May 1, 2017.

2.0 Purpose

To rezone the subject property from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone.

3.0 Community Planning

Community Planning supports the proposed rezoning application to Urban Centre Commercial as the subject property is located within the South Padosy Urban Centre with a Future Land Use designation of Mixed Use (Residential/Commercial), as identified in Kelowna's Official Community Plan. The proposed C4 – Urban Centre Commercial zone meets the intent of this designation, and is the consistent zone of redeveloped parcels in the neighborhood.

4.0 Proposal

4.1 Background

The 570 m² property contained one single family dwelling which was demolished in November, 2015. A City lane exists to the south of the subject property. The owner of the subject parcel also owns the RU6 zoned lot to the immediate west and two additional RU6 zoned lots across the rear lane to the south.

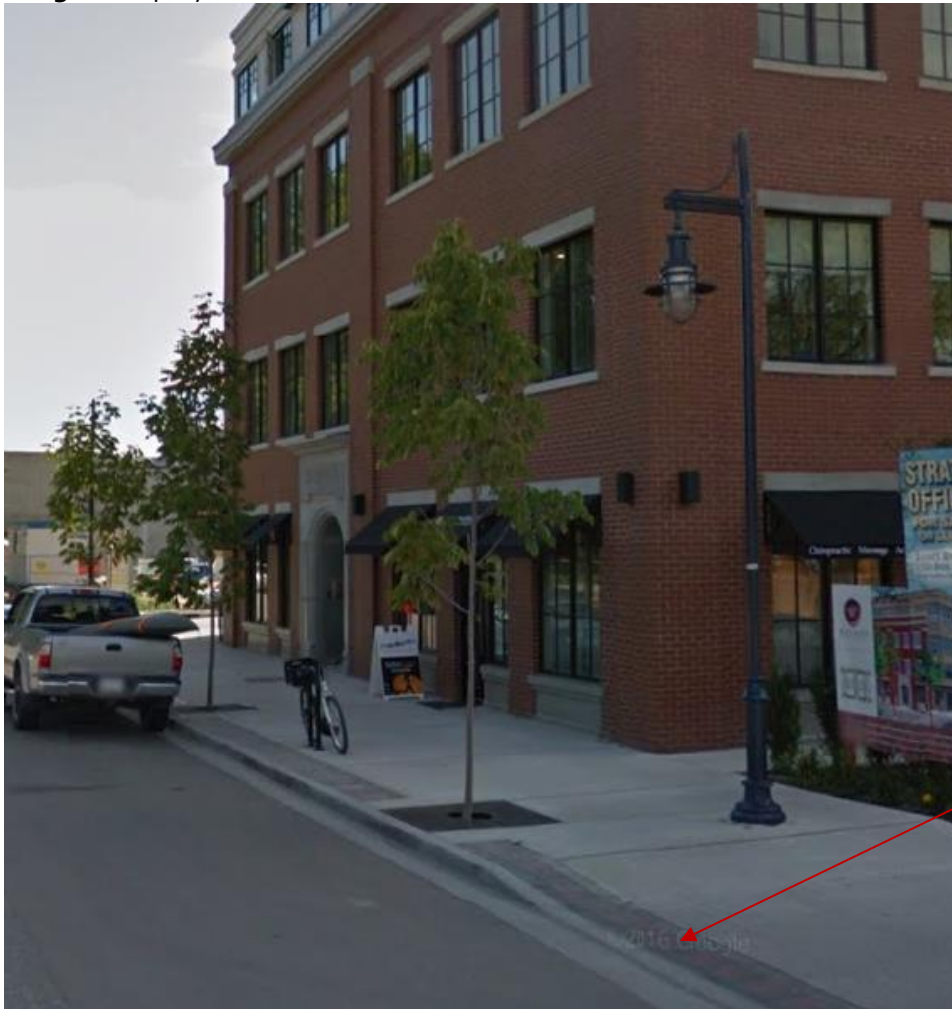
Image 1: Neighbourhood Context



4.2 Project Description

The current application for Council consideration is to rezone the parcel from the RU6 – Two Dwelling Housing zone to the C₄ – Urban Centre Commercial zone. The rezoning application triggers frontage upgrades of Osprey Boulevard to full urban standards (e.g. curb, gutter, boulevard, sidewalk, etc.). The improvements will be consistent with the recently developed parcel to the east, as identified in Image 2: Osprey Boulevard Standard.

Image 2: Osprey Boulevard Standard



LIGHT STANDARDS

BOULEVARD TREES

BICYCLE PARKING

DECORATIVE PAVING

4.3 Project Details

The applicant intends to construct a non-accessory surface parking lot which is a permitted use in the proposed C₄ zone. The parking lot is proposed as a 14 stall, paved lot with vehicular access from Osprey Avenue and the rear lane.

A non-accessory parking lot is a permitted use in the C₄ zone. However, the design proposed by the applicant does trigger two variances to two City bylaws. The variances would be considered by Council once the zoning is approved.

Variances for future consideration by Council:

1. Zoning Bylaw No. 8000:
 - To vary the rear yard landscape buffer from the minimum 3.0 m width required to 0.0 m width proposed.
2. Subdivision, Development & Servicing Bylaw No. 7900:
 - To vary the location of the driveway of a lot from the lane as required to the frontage road as proposed.

4.3 Site Context

The subject property is currently an RU6 –Two Dwelling Housing zone. It is located within the South Pandosy Urban Centre and within a Revitalization Development Permit Area. The Future Land Use Designation of Mixed Use (Residential / Commercial) exists on the subject parcel and neighbouring parcels. The property to the east has a Future Land Use designation of COMM – commercial.

Adjacent land use:

Orientation	Zoning	Land Use
North	C4 – Urban Centre Commercial zone	Approved Development: Retail / Office / Residential
East	C4 – Urban Centre Commercial zone	Retail / Office
South	RU6 –Two Dwelling Housing zone	Residential
West	RU6 –Two Dwelling Housing zone	Residential

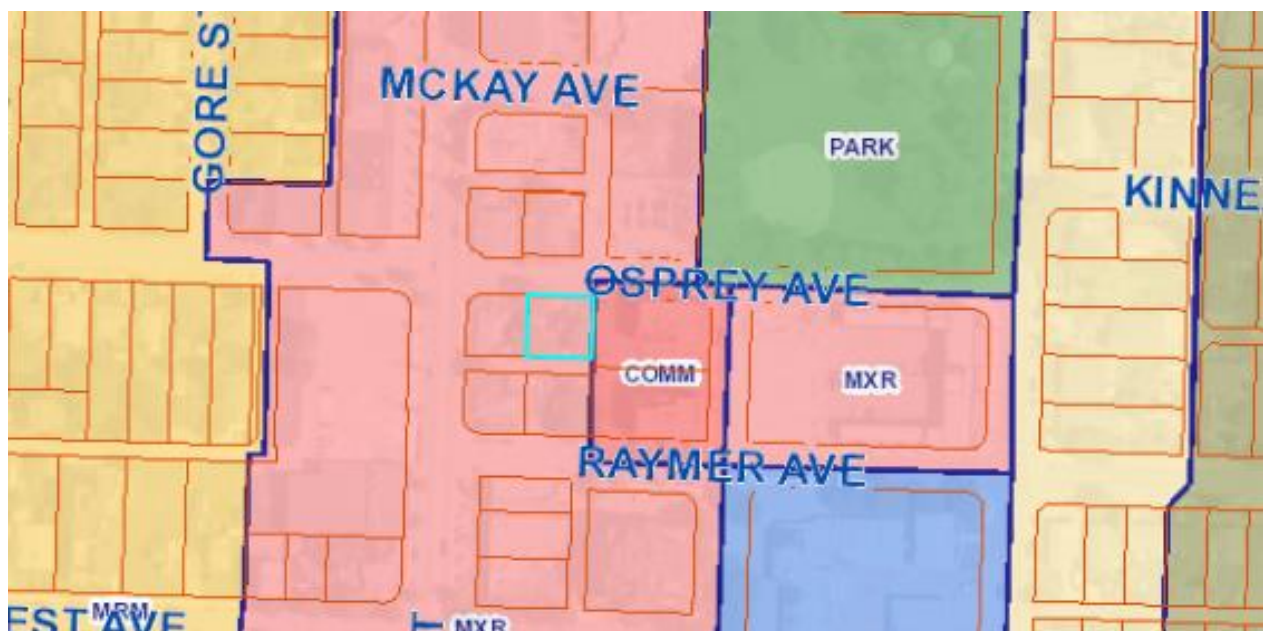


Image 2: Future Land Use

4.4 Bylaw Analysis Table

Bylaw Analysis Table		
CRITERIA	REQUIREMENTS	PROPOSAL
Subdivision Regulations C4 Zone		
Lot Area	460 m ²	570 m ²
Lot Width	13.0 m	24.7 m
Lot Depth	30.0 m	23.0 m
Development Regulations C4 Zone Non-Accessory Parking Lot		
Floor Area Ratio	1.0	n/a
Site Coverage	75%	n/a
Height	15.0 m or 4 Storeys	n/a
Front Yard Landscape Buffer non-accessory parking	3.0 m	3.5 m
Side Yard Landscape Buffer (west) non-accessory parking	3.0 m	4.8 m
Side Yard Landscape Buffer (east) non-accessory parking	0.0 m	0.0 m
Rear Yard non-accessory parking	3.0 m	0.0 m ^❶
Official Community Plan Urban Design Development Permit Areas		
Shade Tree Requirement	1 shade tree per 4 parking stalls = 3	4
Subdivision, Development & Servicing Bylaw		
Driveway shall be located to access the lane or road of lower classification	Rear Lane	Osprey Road ^❷ and Rear Lane
^❶ Indicates a requested variance to required landscape buffer ^❷ Indicates a requested variance to required driveway access location		

5.0 **Current Development Policies**5.1 Kelowna Official Community Plan (OCP)**Future Land Use**

Mixed Use (Residential / Commercial) (MXR) ¹ Developments that provide for commercial floor space on the ground floor or above, with additional potential for residential units above the ground floor. For Urban Centres other than the City Centre, building densities should decrease as the distance from the core of the Urban Centre increases. Maximum density at the centre of the core would be consistent with zoning as follows: Pandosy – C4 zone;

Achieve high quality urban design. ²

Streetscaping. Urban Centre roads should be considered as part of the public space and streetscaped with full amenities (i.e. Sidewalks, trees and other planting, furniture, bike facilities, boulevards, etc.).

¹ City of Kelowna Official Community Plan, Land Use Designation Definitions (Future Land Use Chapter).

² City of Kelowna Official Community Plan, Objective 5.8.2 (Development Process Chapter).

6.0 Technical Comments

Development Engineering department requirements of the C4 zone amendment include:

- Water upgrade along full frontage of Osprey Road,
- Connection to municipal storm drainage infrastructure, and
- Boulevard upgrades are required along full frontage of Osprey Road.
- For additional items and full details see Schedule "C" attached to this report.

7.0 Application Chronology

Application Received: June 2, 2016

Revised Drawings Received: February 21, 2017

Consultation Completed: March 30, 2017

Report prepared by: Tracey Hillis, Planner

Reviewed by: Terry Barton, Urban Planning Manager

Reviewed by: Ryan Smith, Community Planning Department Manager

Approved for Inclusion: Doug Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:

Schedule "A" Development Engineering Memorandum

Attachment "A" Proposed Non-Accessory Parking Lot Plan

**MEMORANDUM**

Date: July 5, 2016
File No.: Z16-0033

To: Community Planning (TY)

From: Development Engineering Manager(SM)

Subject: 547 Osprey Ave

RU6 to C4

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

The Development Engineering Technologist for this project is Sergio Sartori

.1) Domestic Water and Fire Protection

- a) The development site is presently serviced with a small diameter (13-mm) water service. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service will be permitted for this development.
- b) It is apparent that the existing 100mm diameter watermain within Osprey Avenue is substandard. The applicant, at their cost, will arrange for upgrading of watermain along the full frontage and the installation of one new larger water service. The estimated cost of this construction for bonding purposes is **\$12,000.00**.
- c) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters.

.2) Sanitary Sewer

- (a) The development site is presently serviced with a 100mm-diameter sanitary sewer service. Only one service will be permitted for this development.

.3) Storm Drainage

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

- (b) Only one service will be permitted for this development. The applicant, at their cost, will arrange the installation of one overflow service. The estimated cost of this construction for bonding purposes is **\$7,000.00**

.4) Road Improvements

- (a) Osprey Avenue fronting this development must be upgraded to an urban standard to including barrier curb & gutter, concrete sidewalk, and relocation or adjustment of existing utility appurtenances if required to accommodate the upgrading construction. The estimated cost of the road improvements for bonding purposes is **\$6,500.00**
- (b) The lane fronting this development is constructed to a paved standard, therefore the only upgrade that is required is the pavement widening. The estimated cost of the road improvements for bonding purposes is **\$1,000.00**

.5) Road Dedication and Subdivision Requirements

By registered plan to provide the following:

- a) Dedicate 0.8m width along the full lane frontage.
- b) Grant statutory rights-of-way if required for utility services.

.6) Electric Power and Telecommunication Services

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

.7) Engineering

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

.8) Design and Construction

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

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

.9) Servicing Agreements for Works and Services

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

.10) Latecomer Protection

Under provisions of Section 990 of the BC Municipal Act, and in conformance with the City of Kelowna Subdivision Development & Servicing Bylaw No. 7900, the owner is eligible to apply for latecomer protection for the following:

- i) Watermain replacement within Osprey Avenue

.11) Survey Monuments and Iron Pins

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

.12) Bonding and Levy Summary

(a) Bonding

Storm service upgrades	\$ 7,000.00
Watermain and service upgrade	\$12,000.00
Road Frontage Improvements	\$ 7,500.00

Total Bonding **\$26,500.00**

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

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

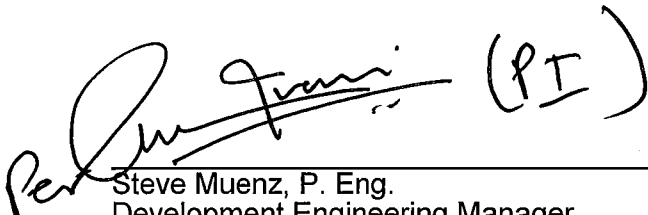
.13) Administration Charge

An administration charge will be assessed for processing of this application, review and approval of engineering designs and construction inspection. The administration charge is calculated as (3.5% of Total Off-Site Construction Cost plus GST). in the amount of **\$584.33** (\$556.50 + 27.83GST)

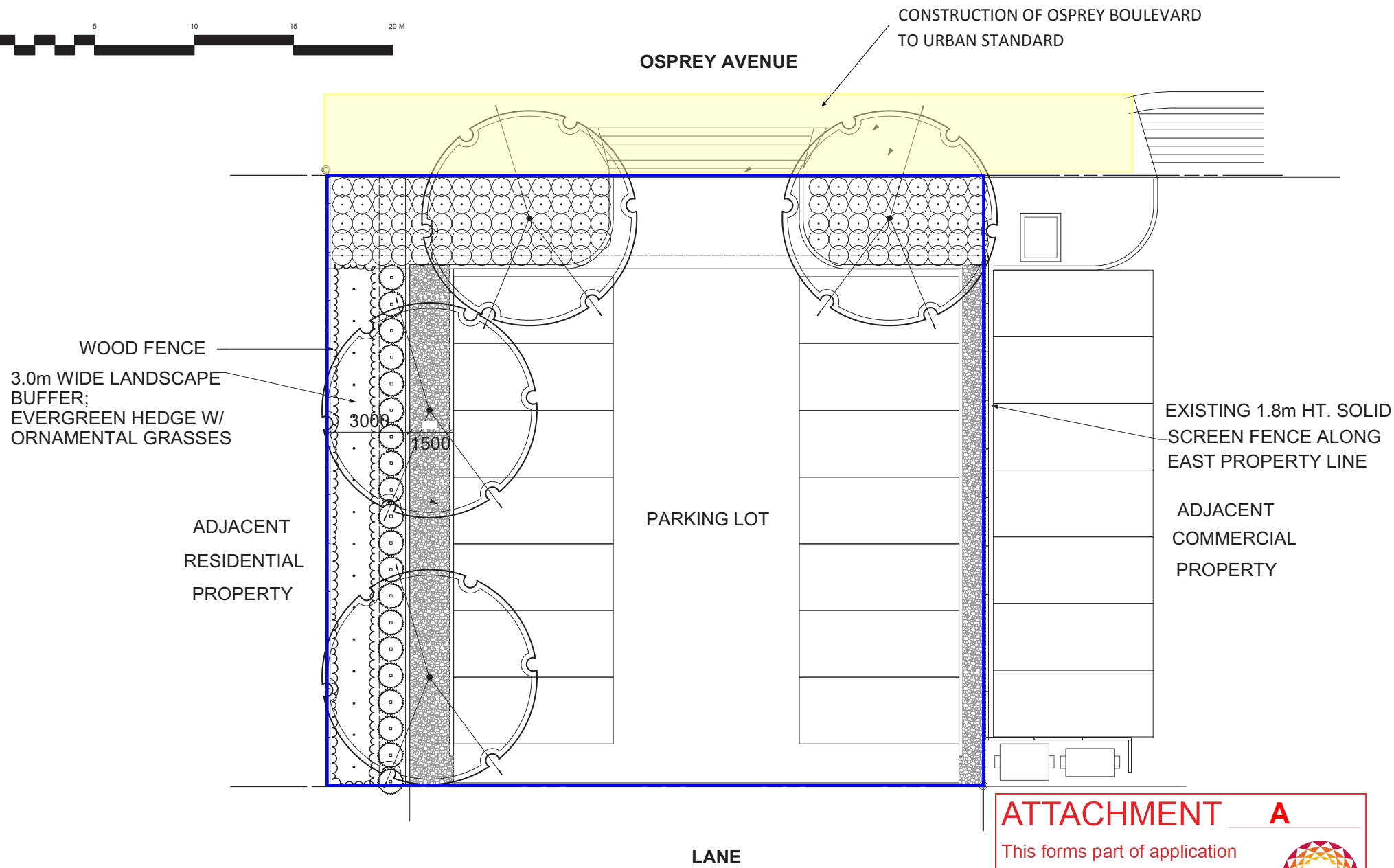
14) Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) The access to this site must be from the lane. Access to Osprey Ave is not permitted as per bylaw.
- (ii) The future, access and egress from the lane way to the north of the site may be restricted to right-in and right-out onto Pandosy Street with a future median.



Steve Muenz, P. Eng.
Development Engineering Manager
SS




ATTACHMENT A

This forms part of application
Z16-0033

Planner Initials **TH**

City of **Kelowna**
COMMUNITY PLANNING



CITY OF KELOWNA
BYLAW NO. 11401
Z16-0033 – 547 Osprey Avenue

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 23, District Lot 14, ODYD, Plan 3769 located on Osprey Avenue, Kelowna, B.C., from the RU6 – Two Dwelling Housing zone to the C4 – Urban Centre Commercial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: May 1, 2017
Rim No. 0220-20
To: Mayor and Councillors
From: Ron Mattiussi, City Manager
Subject: 2017 Financial Plan - Final Budget

Recommendation:

THAT COUNCIL adopts the 2017-2021 Financial Plan;

AND THAT Council approves the formulation of 2017 Property Tax Rates that will raise the required funds in 2017, from General Taxation, in the amount of \$127,084,020, resulting in an average net property owner impact of 3.84 per cent;

AND THAT Bylaw No. 11394 being the 2017-2021 Five Year Financial Plan, 2017 be advanced for reading consideration;

AND THAT Bylaw No. 11395 being the Tax Structure Bylaw, 2017 be advanced for reading consideration;

AND THAT Bylaw No. 11396 being the Annual Tax Rates Bylaw, 2017 be advanced for reading consideration;

AND THAT Bylaw No. 11397 being the DCC Reserve Fund Expenditure Bylaw, 2017 be advanced for reading consideration;

AND FUTHER THAT Bylaw N. 11398 being the Sale of City Owned Land Reserve Fund Expenditure Bylaw, 2017 be advanced for reading consideration.

Purpose:

To present the 2017 Final Budget submissions, the 2017-2021 Financial Plan and related bylaws to Council for their consideration and approval.

Background:

Council approved the Provisional 2017 Financial Plan on December 15, 2016 and it was amended on March 13, 2017 to include the 2016 carry-over projects. The Final Budget document includes emergency or Council initiated projects that are consolidated with the first two volumes into the 2017-2021 Financial Plan. Depending on the nature of the item being considered, these project adjustments can cause the final budget to go either up or down. The 2017 final adjustments result in a tax decrease of 0.02 per cent from the Provisional Budget tax requirement of 3.86 per cent to the Final Budget as presented, that reflects a net municipal property tax increase of approximately 3.84 per cent.

The timing of the Financial Plan preparation is to coincide with preparation of the Tax Rates bylaw in accordance with the Community Charter.

Financial Services has projected the 2017 municipal taxation requirements for the City of Kelowna as a result of receiving the following information:

- Revised roll totals, which represent final assessment information from BC Assessment, subsequent to the Court of Revision and incorporating final new construction information.
- Council approval of the 2017 Tax Distribution Policy.
- Additional requests from operating departments resulting from analysis of final 2016 operating results and additional projects identified since Provisional Budget.

Revenue Resulting from New Construction

Final new construction taxation revenues, based on the revised assessment roll, total \$2.6 million, an increase of \$200,000 from the value estimated at Provisional Budget. This estimate was based on BC Assessment preliminary roll information, however, the final new construction level increased from the earlier estimate once final roll information was prepared by BC Assessment. The total assessed value of new construction for 2017 is \$616.0 million.

General Revenues

There is a net general revenue decrease of \$129,900 which is a result of a reduction of expected revenue from the Fortis BC Gas Franchise Fee.

Operating Program

As part of the Active by Nature initiative and the Canada 150 Program (C150), a 20km Paddle Trail is being constructed through a partnership with community paddling organizations, from Bertram Creek Park to McKinley Landing. Application for Provincial funding to expand the program was unsuccessful resulting in additional funding being required to allow the entire 20km route of buoys to be installed in 2017.

The Final Budget general fund operating requirements are summarized on the blue summary sheets titled "2017 Operating Requests" found on page 9 of the Final Budget document and result in an increase of general purpose net Operating Expenditures totaling \$50,000, excluding the general revenue decrease.

Utilities

There is one utility operating request, and one utility capital request presented for Final Budget consideration shown on pages 12 and 14 of the final budget document.

The operating request is to establish the annual operating budget for the new developer contributed McCarthy Lift Station. Ownership of this station was transferred to the City in early 2017.

The capital request is to replace and relocate key electrical equipment from the underground chamber to above ground pads at the Skyline Pump Station in conjunction with the Fortis BC project to replace and relocate the transformer outside of the confined space.

Net Property Owner Impact

2017 assessments came in at an increase of 10.96 per cent over 2016 assessments considering both market and new construction value changes. There was a 10.08 per cent increase in overall market values and a 2.27 per cent increase in new construction assessments.

A tax rate of 3.84 per cent means the owner of a single-family home with an average assessed value of \$556,210 will pay \$1,932 for the municipal portion of their property taxes.

A City property tax bill will also include other user fees such as curbside collection and levies for other taxing authorities (e.g. School District, Regional District of Central Okanagan, Library, Hospital and B.C. Assessment Authority).

The maximum that can be claimed for the Provincial Home Owner Grant remains the same as 2016, \$770 for homeowners under 65 years of age and \$1,045 for those 65 and over. The threshold before the grant begins to reduce has increased from \$1,200,000 in 2016 to \$1,600,000 in 2017. After \$1,600,000 the grant is reduced by \$5.00 for every \$1,000 of residential assessed value. Homeowners 65 and over, who do not qualify for the additional home owner grant amount due to the high assessment of their home, may apply to Home Owner Grant Administration for a low income grant supplemental. These can be low-income seniors, certain veterans and certain persons with disabilities.

The Property Tax Deferment program and the Family with Children Deferment program continues to be available. These low-interest loan programs assist qualifying homeowners in British Columbia in paying the annual property taxes on their homes.

No changes were announced to the 60 per cent school tax credit for major industry properties or the 50 per cent school tax credit for land classified as “farm”.

Conclusion

The recommendation is for a net municipal property tax increase averaging 3.84 per cent.

The 2017 Financial Plan continues to provide for the services, infrastructure and amenities expected by the citizens of Kelowna in a cost effective manner.

Legal/Statutory Authority:

Financial Plan under Section 165 of the Community Charter requires adoption of a 5 Year Financial Plan bylaw prior to the annual property tax bylaw. Annual property tax bylaw under Section 197 of the Community Charter, Council must establish tax rates by bylaw after adoption of the financial plan but before May 15th.

Internal Circulation:

G. Davidson, Financial Services Divisional Director
G. King, Financial Planning Manager
M. Antunes, Acting Budget Supervisor

Considerations not applicable to this report:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

A handwritten signature in black ink, appearing to read "Ron Mattiussi", is written over a light gray rectangular background.

R.L. (Ron) Mattiussi, MCIP
City Manager



City of
Kelowna

2017 Financial Plan Final budget – volume 3

Kelowna, British Columbia

May 2017

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FINANCIAL SUMMARIES

The 2017 Financial Plan results in a Final Tax Demand of \$127.1 million. This represents an increase of \$179,200 relative to the Provisional Financial Plan. The total taxation revenue from new construction has increased by \$200,000.

The impact to the average property owner is 3.84%.

Final Budget summaries

Analysis of tax demand

The 2016 final tax demand was \$119.9M and had a 4.11% net property owner impact. The 2017 gross department operating expenditures increased by 4.96% and net department revenues increased by 4.45% for a total net department operating expenditure increase of \$6.2M. The net general debt increased by 16.93%, capital expenditures from general taxation increased by 1.09% and general revenue decreased by 0.74% for a total gross tax demand increase of \$7.2M.

	2016	2017	Change	% Change
Gross departmental operating expenditures	\$202,831,108	\$212,890,808	\$10,059,700	4.96%
Net departmental revenue	87,642,391	91,544,507	3,902,116	4.45%
Net departmental operating expenditure	115,188,717	121,346,301	6,157,584	
Net general debt	4,873,513	5,698,519	825,006	16.93%
Capital expenditures from general taxation	12,028,840	12,160,000	131,160	1.09%
General revenue	12,211,640	12,120,800	(90,840)	(0.74%)
Gross tax demand	\$119,879,430	\$127,084,020	\$7,204,590	
Less new construction value	1,667,000	2,600,000	933,000	
Net property owner impact	4.11%	3.84%		(0.27%)

General Fund tax demand

The tax demand established at Provisional Budget was \$126.9M. The estimated new construction revenue was \$2.4M, based on BC Assessment preliminary roll information, resulting in a 3.86% net property owner impact.

Final Budget requests for net general fund operating and capital expenditures from tax demand total \$179,200, increasing the total tax demand to \$127.1M. Final new construction revenues, based on the revised assessment roll, increased by \$200,000 to total \$2.6M resulting in a 3.84% net property owner impact.

Provisional Budget tax demand			\$126,904,820
Final Budget submissions			
General revenues	129,200		
Operating requests	50,000	179,200	
Capital project requests		0	
Total Final Budget additions			179,200
Final tax demand			\$127,084,020
Less new construction revenue			2,600,000
Net property owner impact			
Protective Services (Police Services: Building & Contract)			1.56%
Other			2.28%
Financial Plan - Final Budget			3.84%

Utility Funds – Final Budget

Final Budget requests for utility fund operating and capital expenditures total \$256,700; \$235,000 for the Water Utility and \$21,700 for the Wastewater Utility.

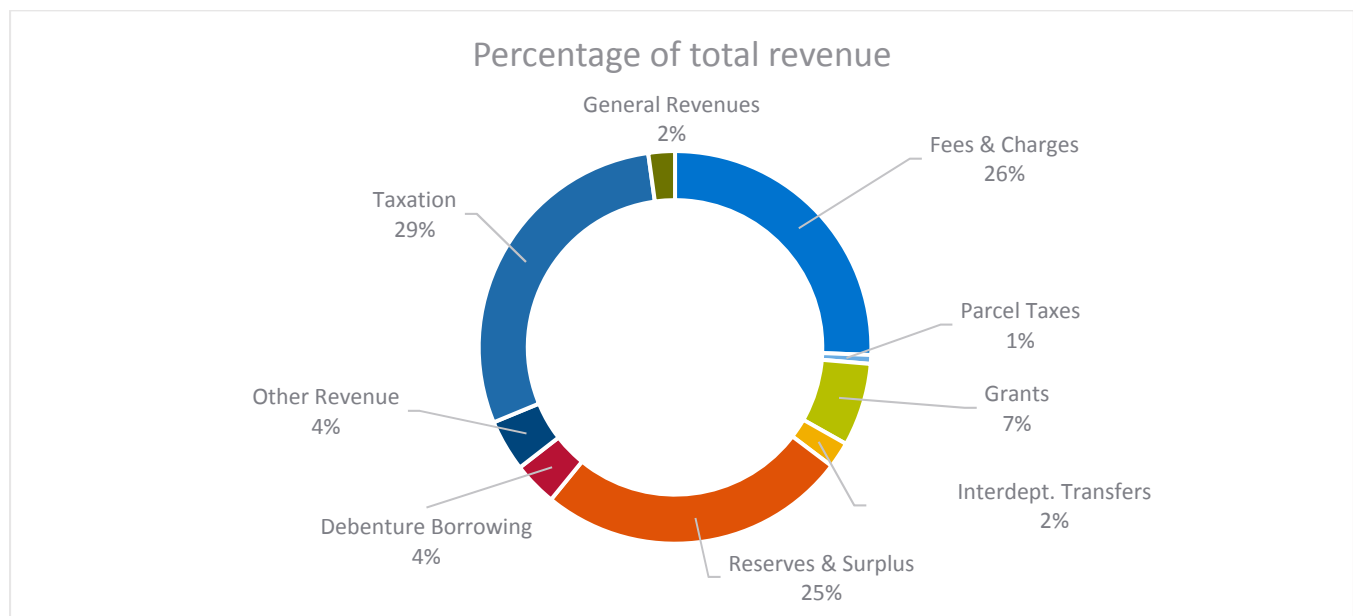
Final Budget submissions			
Revenue	0		
Operating requests	21,700	21,700	
Capital project requests		235,000	
Total Final Budget additions			\$256,700

Analysis of total revenues (millions)

The table below summarizes the total operating and capital revenues by source.

Taxation	\$127.1
Parcel Taxes	3.1
Fees and Charges	112.1
Grants	29.9
Interdept. Transfers	9.4
Reserves and Surplus	111.8
Debenture/Borrowing	15.9
Other Revenue	18.6
General Revenues (<i>Excluding fees and charges</i>)	9.6
Total revenues by source	\$437.5

As seen in the graph below, Fees & Charges (26%), Reserve or Surplus funding (25%) and Taxation (29%) are the three largest revenue sources.



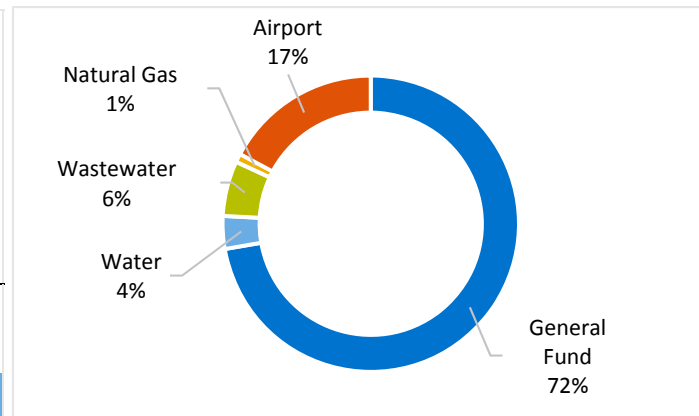
Analysis of total expenditures

The total expenditure budget requirement is \$437.5M with \$291.2M for operating needs and \$146.3M for the 2017 capital program.

The table below summarizes the total operating and capital expenditures by fund.

Expenditures by fund (millions)

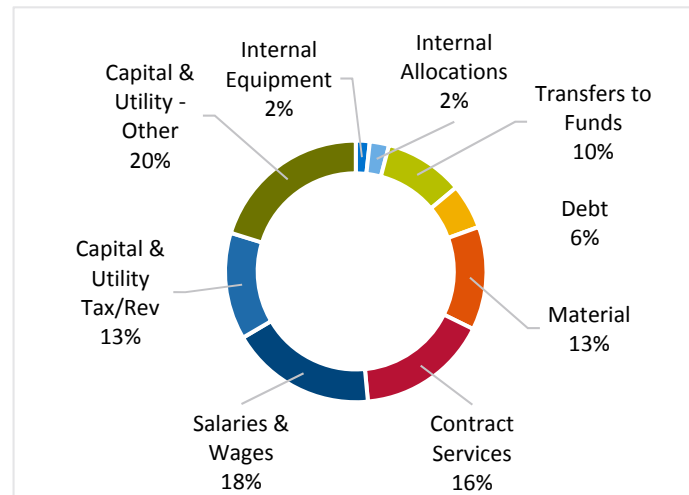
	Operating	Capital
General Fund	\$222.4	\$93.8
Water	\$12.2	3.5
Wastewater	\$19.3	7.0
Natural Gas	\$4.1	0.0
Airport	\$33.2	42.0
	\$291.2	\$146.3
Total expenditures by fund		\$437.5



The table below summarizes the total operating and capital expenditures by type.

Expenditures by type (millions)

Internal Equipment	\$7.6
Internal Allocations	10.4
Transfers to Funds	42.9
Debt	24.3
Material	56.0
Contract Services	71.1
Salaries & Wages	78.9
Capital & Utility Tax/Rev	57.8
Capital & Utility - Other	88.5
Total expenditures by type	\$437.5



Use of tax dollar by service area

The table below highlights the cost by service area and the resulting total municipal taxes for the average single family detached residential property (under 2 acres in size) in Kelowna for 2017. The average assessed value of \$556,210 was obtained from BC Assessment information. The service area with the highest cost is Police Services at 25.5% followed by the Fire Department at 12.6% and Parks Services at 12.2%.

Service area	Cost	Percent of Total	Percent in 2016
Police Services	\$534.08	25.5 %	25.4 %
Fire Department	263.55	12.6	12.4
Civic Operations			
Street Lights	36.55	1.7	1.8
Building Services	163.87	7.8	8.5
Parks Services	255.95	12.2	10.9
Transportation Services	194.22	9.3	9.9
Utility Services	26.75	1.3	1.3
Planning & Development	112.11	5.4	5.6
Active Living & Cultural Services	92.50	4.4	4.2
Regional Programs	8.07	0.4	0.4
Public Transit	103.49	4.9	5.2
Debt	89.45	4.3	3.8
Grants or transfers to external organizations or individuals	49.28	2.4	2.5
Waste collection & disposal	164.82	7.8	8.1
Total Municipal portion of taxes	\$2,094.69	100.0 %	100.0 %

Ongoing budget impacts

The ongoing impacts resulting from prior year Council approved operating requests have been summarized in the table below. There is a 2.36% increase for 2018 and a 2.21% increase for 2019 before considering the impacts of borrowing or inflation.

	2018 Impact	2019 Impact
One time costs/revenues		
2017 miscellaneous one time operating costs	\$(669,540)	\$0
2017 one time expenditure reduction	0	0
Total one time costs	(669,540)	0
Tax impact	(0.53%)	0.00%
Additional cost increases		
2016 other incremental costs	283,530	0
2017 other incremental costs	577,110	13,560
Total additional costs	860,640	13,560
Tax impact	0.68%	0.01%
Estimated contract increases	2,803,600	2,949,770
Tax impact	2.21%	2.20%
Total budget impacts	\$2,994,700	\$2,963,330
	2.36%	2.21%

Financial Plan 2017 - 2021

The table below outlines the City's Five-Year forecast for all funds revenues and expenditures for 2017 – 2021. The years 2022 - 2030 are included in summary form to match the term of the 20-Year Servicing Plan. For detailed information see section C of the 2017 Financial Plan.

Financial Plan 2017-2021

	2017	2018	2019	2020	2021	2022-2030
Revenue						
Property Value Tax	127,084,020	133,391,291	139,053,656	144,269,573	150,520,650	1,626,957,293
Library Requisition	5,950,303	6,087,160	6,227,165	6,370,389	6,516,908	65,827,989
Parcel Taxes	3,154,723	3,219,927	3,243,472	3,267,389	3,270,404	30,397,286
Fees and Charges	112,092,717	111,618,043	113,553,866	116,187,523	118,880,575	1,197,504,937
Borrowing Proceeds	15,930,220	-	-	-	4,000,000	85,000,000
Other Sources	61,502,462	44,637,704	51,851,029	49,362,073	48,664,370	510,506,871
	325,714,445	298,954,125	313,929,188	319,456,947	331,852,907	3,516,194,376
Transfer between Funds						
Reserve Funds	1,862,704	1,181,537	1,181,537	1,181,537	1,181,537	8,964,865
DCC Funds	15,026,440	21,285,497	20,395,246	34,338,223	27,705,741	147,695,751
Surplus/Reserve Accounts	94,892,394	54,747,743	44,371,689	75,275,798	55,421,482	401,455,575
	111,781,538	77,214,777	65,948,472	110,795,558	84,308,760	558,116,191
Total Revenues	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567
Expenditures						
Municipal Debt						
Debt Interest	10,903,509	11,402,726	7,012,004	5,820,503	5,563,242	57,855,894
Debt Principal	13,415,274	13,390,117	9,443,635	6,341,502	5,650,037	59,279,959
Capital Expenditures	146,353,980	82,197,028	79,717,588	126,646,378	100,908,563	839,794,836
Other Municipal Purposes						
General Government	28,632,154	29,165,952	30,372,095	31,185,781	32,108,825	339,165,816
Planning, Development & Building Services	25,025,561	22,786,911	23,435,872	24,239,675	25,093,720	260,900,296
Community Services	82,712,019	83,786,798	86,313,299	88,685,655	91,764,488	977,545,000
Protective Services	53,411,325	55,945,963	58,746,411	61,497,356	64,184,677	692,031,304
Utilities	20,332,794	20,213,058	20,847,530	20,568,409	21,111,378	216,312,957
Airport	13,826,388	14,303,137	14,788,859	15,302,837	15,836,697	168,386,749
	394,613,004	333,191,691	330,677,293	380,288,096	362,221,626	3,611,272,811
Transfers between Funds						
Reserve Funds	16,986,375	17,218,906	16,760,485	16,746,771	16,703,194	148,571,969
DCC Funds	-	-	-	-	-	-
Surplus/Reserve Accounts	25,896,604	25,758,306	32,439,882	33,217,638	37,236,846	314,465,787
	42,882,979	42,977,212	49,200,367	49,964,409	53,940,040	463,037,756
Total Expenditures	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567

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Operating & Capital Budget

2017 Operating Requests

Final Budget

Summary - General Fund

CITY OF KELOWNA

Page	Description	Cost	Reserve	Borrow	Gov/Contr	Revenue	Utility	Taxation	Cat
<u>Active Living & Culture Division</u>									
10	Paddle Trail Project	50,000	0	0	0	0	0	(50,000)	OT
	Division Priority 1 Total	50,000	0	0	0	0	0	(50,000)	
<u>Corporate & Protective Services Division</u>									
<i>Revenue & Fees</i>									
10	FortisBC Gas Franchise Fee	0	0	0	0	129,200	0	(129,200)	OG
	Division Priority 1 Total	0	0	0	0	129,200	0	(129,200)	
<u>Corporate & Protective Services Division</u>									
<i>Debt & Other</i>									
11	Transmission of Taxes - BIA'S and Other Governments	101,170,993	0	0	0	(101,170,993)	0	0	OT
	Division Priority 1 Total	101,170,993	0	0	0	(101,170,993)	0	0	
	Total Priority 1 Operating	101,220,993	0	0	0	(101,041,793)	0	(179,200)	

2017 Operating Request Details

CITY OF KELOWNA

Division:	Active Living & Culture	Priority:	1
Department:	Active Living & Culture		ONE-TIME
Title:	Paddle Trail Project		NEW

Justification:

As part of the Active by Nature initiative and the Canada 150 Program (C150), a 20km Paddle Trail is being constructed through a partnership with community paddling organizations, from Bertram Creek Park to McKinley Landing. The project will involve installation of wayfinding buoys to provide information on distances and public beach accesses to make exploring Kelowna by water much easier. This is a one-time funding request which will be augmented by \$15,000 that was awarded to the Dragonboat Society through the Sesquicentennial Grant program as matching funds. Application for Provincial funding to expand the program was unsuccessful. Additional funding is required to allow the entire 20km route of buoys to be installed in 2017.

Corporate Framework: An active, inclusive city - Active living opportunities

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2017	50,000	0	0	0	0	0	0	(50,000)

Division:	Corporate & Protective Services	Priority:	1
Department:	Financial Services		ON-GOING
Title:	FortisBC Gas Franchise Fee		EXISTING

Justification:

This request is to adjust the franchise fee revenue due from FortisBC to \$1,080,550 from the 2017 Provisional amount of \$1,209,750. The fee is based on 3% of the gross revenue from natural gas sales within the City of Kelowna during the 2016 calendar year.

Corporate Framework: A well-run City - Strong financial management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2017	0	0	0	0	0	129,200	0	(129,200)
2018	0	0	0	0	0	129,200	0	(129,200)
2019	0	0	0	0	0	129,200	0	(129,200)

2017 Operating Request Details

CITY OF KELOWNA

Division:	Corporate & Protective Services	Priority:	1
Department:	Financial Services		ONE-TIME
Title:	Transmission of Taxes - BIA'S and Other Governments		EXISTING

Justification:

To establish the receipt and disbursement of taxes to Business Improvement Areas (BIA's) and other governments.

	2016.....	2017(est.)
RDCO.....	10,685,876.....	10,624,848
RDCO SIR Land Levy.....	725,944.....	731,272
RDCO SIR Parcel Tax.....	329,755.....	322,597
BC Assessment Auth.....	2,009,827.....	1,857,389
School Tax.....	67,765,606.....	69,120,918
Kelowna Downtown BIA.....	828,404.....	857,398
Uptown Rutland BIA.....	172,700.....	176,160
Regional Hospital.....	11,453,987.....	11,530,108
Okanagan Regional Lib.....	5,756,024.....	5,950,303

Corporate Framework: A well-run City - Strong financial management

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility	Taxation
2017	101,170,993	0	0	0	0	(101,170,993)	0	0

2017 Operating Requests

Final Budget

Summary - Utility Funds

CITY OF KELOWNA

Page	Description	Cost	Reserve	Borrow	Gov/Contr	Revenue	Utility	Cat
<u>Wastewater</u>								
I1	McCarthy Lift Station	21,700	0	0	0	0	(21,700)	OG
	Department Priority 1 Total	21,700	0	0	0	0	(21,700)	
	Total Priority 1 Operating	21,700	0	0	0	0	(21,700)	

2017 Operating Request Details

CITY OF KELOWNA

Division:	Civic Operations	Priority:	1
Department:	Utility Services		ON-GOING
Title:	McCarthy Lift Station		NEW

Justification:

This request is to establish the annual budget for operations of the new developer contributed McCarthy Lift Station. Ownership of this station was transferred to the City in early 2017.

Corporate Framework: A well-run City - Passionate public service

	Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Revenue	Utility
2017	21,700	0	0	0	0	0	(21,700)
2018	21,700	0	0	0	0	0	(21,700)
2019	21,700	0	0	0	0	0	(21,700)

2017 Capital Requests Final Budget Summary - Utility Funds

CITY OF KELOWNA

Page	Project	Description	Asset Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Utility
Water Capital - Priority 1								
Renew								
15	3323	Skyline Pump Station Repairs	235,000	0	0	0	0	(235,000)
		Total Renew	235,000	0	0	0	0	(235,000)
		Cost Center Totals	235,000	0	0	0	0	(235,000)
		Grand Total	235,000	0	0	0	0	(235,000)

2017 Capital Request Details

CITY OF KELOWNA

Department: Capital Projects

Priority: 1 Renew

Cost Center: Water Capital

Title: Skyline Pump Station Repairs

\$235,000

Justification:

This budget request is to replace and relocate key electrical equipment from the underground chamber to above ground pads at the Skyline Pump Station in conjunction with the Fortis BC project to replace and relocate the transformer outside of the confined space. In December 2016, the pump station electrical room flooded, damaging equipment and shutting down the station. Currently the backup power for this station is not functioning which presents an operational risk as it is the only means of conveying water to customers in the Clifton Road area.

Project Driver: Asset preservation (renewal and replacement to achieve anticipated service life).

Corporate Framework: Resilient, well-managed infrastructure - Well-maintained utilities

Asset Cost	Reserve	Borrow	Fed/Prov	Dev/Com	Utility
235,000	0	0	0	0	(235,000)



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Revenue Sources & Trends

This is part of Section B of the
2017 Financial Plan Volume 1

Revenue sources & trends summary

Taxation

Taxation is a major revenue source in the General Fund and accounts for 29% of the 2017 total revenue estimate of \$437.5 million. Over the five-year period of the Financial Plan, the taxation requirement is estimated to increase annually by growth (1.58%) and British Columbia Provincial average inflation (2.3%). The projected impact on the existing taxpayer will be the inflation component, a portion of the cost of this service level increase and debt repayment impacts for future borrowing.

General Revenues

Many general revenue categories are anticipated to increase by growth and/or inflation in the coming years. Revenues from general interest and tax penalties are expected to increase by growth and Federal and Provincial contributions are expected to increase by inflation only. General revenues are anticipated to increase by approximately 2.4% in 2018, 2.4% in 2019, and 2.5% in 2020 through 2021.

Fees & Charges (Utility Revenues)

The City of Kelowna operates Water, Wastewater and Natural Gas Utilities. The Water and Wastewater Utilities will each have a rate increase of 2% for 2017 and 2018. The Water Utility will also have a 2% increase to the Water Quality Enhancement Reserve Fund. The Natural Gas Utility will continue to contribute \$20,000 to the general operating fund on an annual basis as a return on investment to the taxpayers.

The Water Utility is limited in growth in that their service area boundaries are not citywide. Future revenue estimates are factored for both growth and inflation.

The City Wastewater Utility operates citywide. Future growth potential is limited by infrastructure cost and the availability of Provincial capital support funding. Future local service areas have been identified and the number of sewer customers and amount of revenue generated is scheduled to increase slightly over the next five years. Future revenue estimates are factored for both growth and inflation.

The Airport anticipates a three percent (3.0%) increase in passenger activity for 2017 with continued growth beyond 2017. The Drive to 1.6 Million Passengers and the Flight to 2020 capital programs have been developed with phased construction based on passenger demand. Revenues continue to be derived from the Airport Improvement Fee and are used to fund the Airport's capital programs.

Fees & Charges (General Fund Department Revenues)

Fees and charges are the second largest source of revenue (26%) and can be attributed to a number of Divisions including Civic Operations, Active Living & Culture, Community Planning & Real Estate and Infrastructure. As part of the City's corporate priority plan a review of all fees and charges is scheduled to ensure the City is current with all rate structures and that sound policies and practices are being developed and followed.

The Civic Operations Division, which includes Fleet Services, Parks, Public Works and Utility Services, generates the largest proportion of revenue from fees & charges in the areas of internal equipment charges, cemetery operations, landfill tipping fees and waste collection. The Fleet Services branch recovers operating costs, overhead, and replacement cost on all equipment owned by the City by charging user departments internal equipment charges. Internal equipment revenue has been estimated to be at a relatively stable level and future revenue has been adjusted for inflation.

Revenue in the Active Living & Culture Division is generated from a wide variety of services including facility rentals and sales revenues along with program revenue and recreation facility use revenues. Estimates of future revenue generation have been factored for growth and inflation.

The City's Community Planning & Real Estate Division generates revenue in the form of permit and inspection fees along with subdivision fees and other service revenues. Real Estate generates revenues in the area of rentals from properties owned by the City and from parking throughout the City. Future revenues have been factored by inflation as there is little anticipated growth in the inventory of these real estate assets.

The Infrastructure Division includes transit revenues in the Regional Services branch. The transit revenues have been factored for growth as ridership increases with anticipated expanded service.

Borrowing

The borrowing requirements in 2017 is associated with the police services building and the memorial parkade. There are no borrowing requirements for the years 2018 to 2020 of the five-year financial plan, but borrowing is expected in 2021 for the Parkinson Recreation Centre.

Government Grants

For operating grants the focus has been on community & neighbourhood programs for healthy living, urban forestry for wildfire mitigation and the grant back of carbon tax paid by the City to allow investment in greenhouse gas reduction programs. The most significant grant area is for the transit partnership. The Province provides 47% funding for conventional transit costs and 67% funding for custom transit costs. This amounts to approximately \$9.6 million per year.

Grants in lieu of taxes from provincial and federal governments have remained fairly steady for the last few years. Grants from the Okanagan Basin Water Board for wastewater collection costs and water quality improvements initiatives are averaging \$290,000 per year.

The budget for gaming revenues has not changed for 2017. These funds are included in the RCMP budget as they are applied against Police costs.

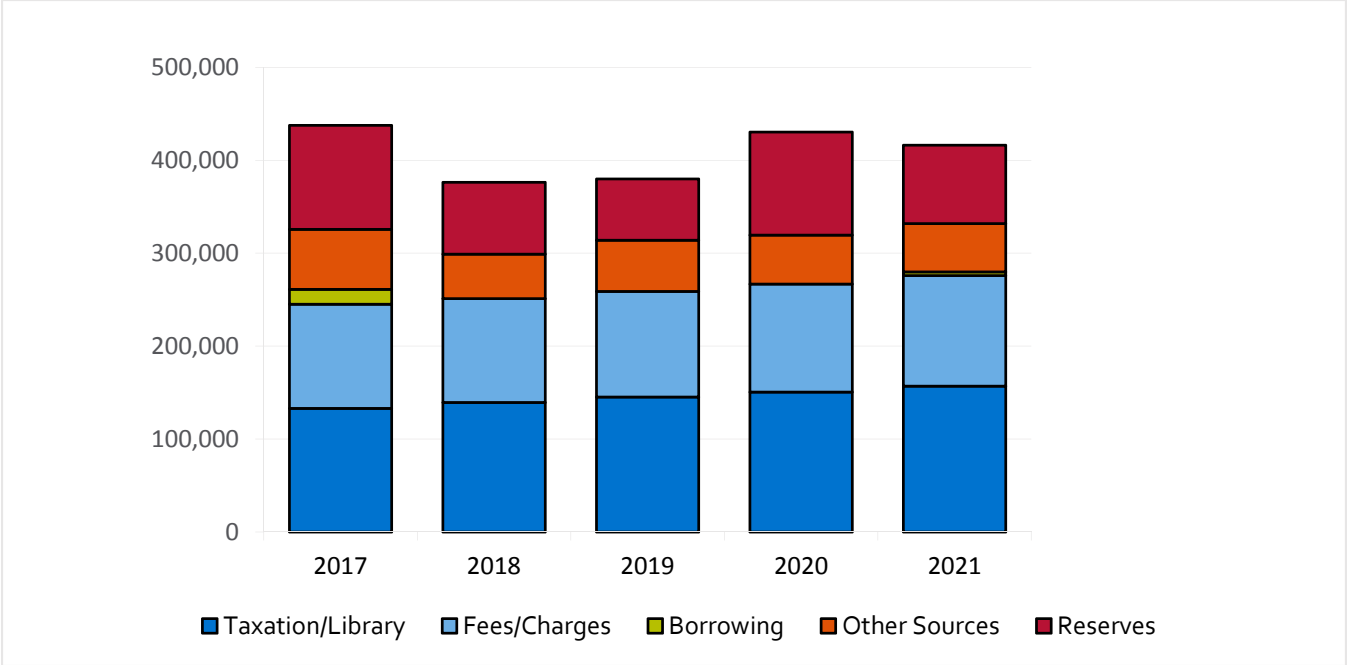
Reserves and Surplus

This revenue source is mainly used in the capital programs for major works. A balance must be maintained between expenditure levels and reserve replenishment to ensure this funding source can continue. The 10 Year Capital Plan relies on surplus funds being contributed to reserve on an annual basis. Reserve funding requirements vary significantly depending on the annual capital programs. It is the third largest source of revenue in 2017 (25%). Surplus amounts within the Utility programs will vary on an annual basis mainly dependent on the extent of the capital program for that year. On the chart below, reserve funding totals are higher in 2017 due to carry-over projects.

Summary of revenue sources

The following graph summarizes the City’s revenue sources.

Revenue Sources 2017-2021 (in thousands)



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2017 - 2021 Financial Plan

This is the "Financial Plan"
Section C of the
2017 Financial Plan Volume 1

FINANCIAL PLAN 2017 - 2021

The City of Kelowna has developed a comprehensive Financial Plan that provides a five year summary of general revenues, operating expenditures and capital expenditures. The Financial Plan has been developed to help guide the City throughout the next five years. The format of the plan keeps the General Fund separate from the Utility Funds to clearly identify the taxation requirements for the five year period.

The Financial Plan attempts to provide a 'snapshot' of the future using current standards and service levels. Input from the citizens of Kelowna, the availability of funding from other sources (Federal, Provincial, and Community), the Official Community Plan, 20 Year Servicing Plan and the 2030 Infrastructure Plan, all affect the programs included in the future years of the plan. The 2030 Infrastructure Plan, as revised in 2016, has provided a guideline for future capital through to 2030 in this Financial Plan. The Financial Plan is intended to provide guidance and information upon which to base current and future expenditure decisions. It will aid in the understanding of the City's financial position and financing capabilities over the next five years.

The development of the Financial Plan follows from the 2017 budget process which includes:

- Provisional Budget – approved by Council December 15, 2016
- Carryover Requests – approved by Council March 13, 2017
- Final Budget – approved by Council on May 1, 2017

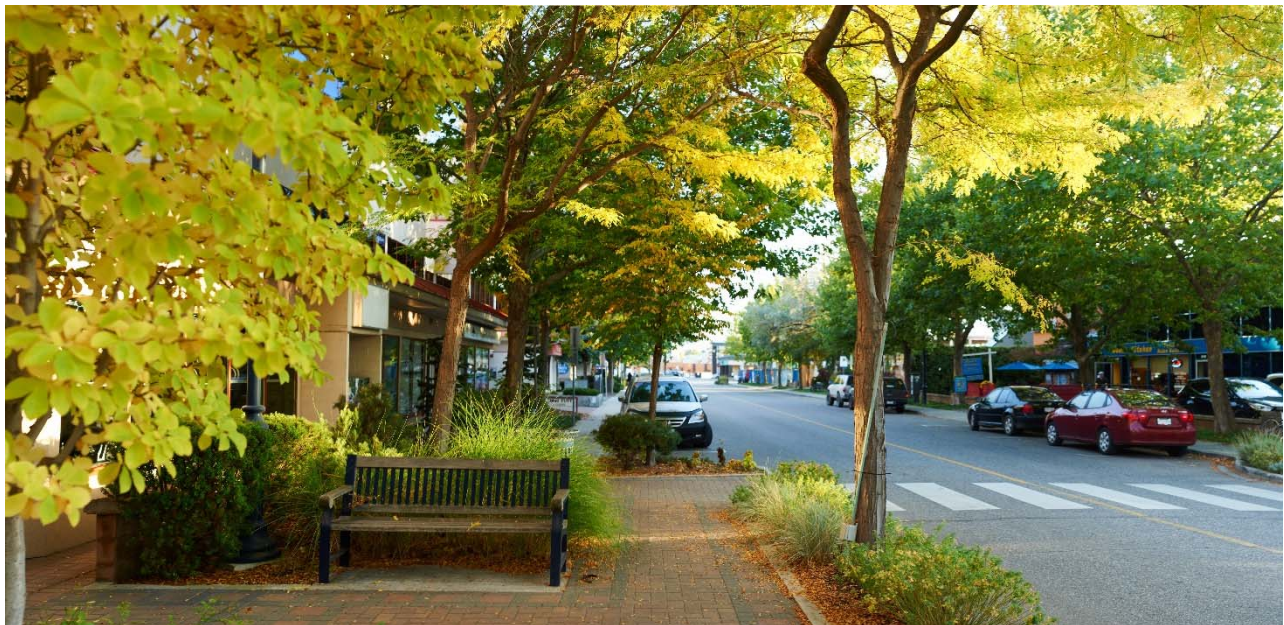
Although most of this volume is devoted to the Provisional Budget details, the changes made by Council at Provisional, Carryover, and Final Budget, together, provide the 2017 portion of the Financial Plan.

For the years after 2017, the operating budget is adjusted for current one-time projects, changes in operating requirements from approved prior years, and from new capital along with a growth and/or inflation factor depending on the nature of the revenue or expenditure. As with any planning exercise, the level of certainty and detail is most appropriately found in the current year. Future year assumptions are required to project general revenues, incremental operating expenditures to support new capital, debt servicing and ongoing departmental revenues and expenditures. For 2018 to 2021 projections, the assumptions used in the creation of the financial plan include:

- The British Columbia Provincial 2016 average inflation rate of 2.30% per year has been used for many of the operating costs and for some revenues.
- A growth rate of 1.58% per year (as per the Official Community Plan) for 2018 to 2021 has been used for various revenues and expenditures and for incremental taxation revenue. Growth rates for the utilities are based on servicing expectations over the next five years which may include existing residential or commercial units.
- MFA amortization schedules and estimated rates are used as a basis for projected principal and interest where applicable.
- There is no change in current service levels except as provided for in the capital program.
- Reserve funding is used for both operating and capital programs to reduce the requirement for increased taxation.

The Financial Plan summary can be found on page C3. This summary is used for the Financial Plan bylaw. The final column of the Financial Plan is included at the request of the Ministry of Community, Sport and Cultural Development for information to support the City of Kelowna's 20 Year Servicing Plan (to year 2030). Further impact summaries can be found in the following pages and various summary graphs precede the background operating and capital five year projection details.

There are many factors that impact the well-being of the City of Kelowna. Both infrastructure improvements and social amenities such as parks, recreational and cultural programs are required to provide a balanced quality of life. By prioritizing operating and capital expenditures this plan will help to maximize the investment in the community where and when it is most needed.



5 YEAR FINANCIAL PLAN SUMMARIES

Financial Plan 2017-2021

	2017	2018	2019	2020	2021	2022-2030
Revenue						
Property Value Tax	127,084,020	133,391,291	139,053,656	144,269,573	150,520,650	1,626,957,293
Library Requisition	5,950,303	6,087,160	6,227,165	6,370,389	6,516,908	65,827,989
Parcel Taxes	3,154,723	3,219,927	3,243,472	3,267,389	3,270,404	30,397,286
Fees and Charges	112,092,717	111,618,043	113,553,866	116,187,523	118,880,575	1,197,504,937
Borrowing Proceeds	15,930,220	-	-	-	4,000,000	85,000,000
Other Sources	61,502,462	44,637,704	51,851,029	49,362,073	48,664,370	510,506,871
	325,714,445	298,954,125	313,929,188	319,456,947	331,852,907	3,516,194,376
Transfer between Funds						
Reserve Funds	1,862,704	1,181,537	1,181,537	1,181,537	1,181,537	8,964,865
DCC Funds	15,026,440	21,285,497	20,395,246	34,338,223	27,705,741	147,695,751
Surplus/Reserve Accounts	94,892,394	54,747,743	44,371,689	75,275,798	55,421,482	401,455,575
	111,781,538	77,214,777	65,948,472	110,795,558	84,308,760	558,116,191
Total Revenues	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567
Expenditures						
Municipal Debt						
Debt Interest	10,903,509	11,402,726	7,012,004	5,820,503	5,563,242	57,855,894
Debt Principal	13,415,274	13,390,117	9,443,635	6,341,502	5,650,037	59,279,959
Capital Expenditures	146,353,980	82,197,028	79,717,588	126,646,378	100,908,563	839,794,836
Other Municipal Purposes						
General Government	28,632,154	29,165,952	30,372,095	31,185,781	32,108,825	339,165,816
Planning, Development & Building Services	25,025,561	22,786,911	23,435,872	24,239,675	25,093,720	260,900,296
Community Services	82,712,019	83,786,798	86,313,299	88,685,655	91,764,488	977,545,000
Protective Services	53,411,325	55,945,963	58,746,411	61,497,356	64,184,677	692,031,304
Utilities	20,332,794	20,213,058	20,847,530	20,568,409	21,111,378	216,312,957
Airport	13,826,388	14,303,137	14,788,859	15,302,837	15,836,697	168,386,749
	394,613,004	333,191,691	330,677,293	380,288,096	362,221,626	3,611,272,811
Transfers between Funds						
Reserve Funds	16,986,375	17,218,906	16,760,485	16,746,771	16,703,194	148,571,969
DCC Funds	-	-	-	-	-	-
Surplus/Reserve Accounts	25,896,604	25,758,306	32,439,882	33,217,638	37,236,846	314,465,787
	42,882,979	42,977,212	49,200,367	49,964,409	53,940,040	463,037,756
Total Expenditures	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567

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General Fund Tax Impact Summary

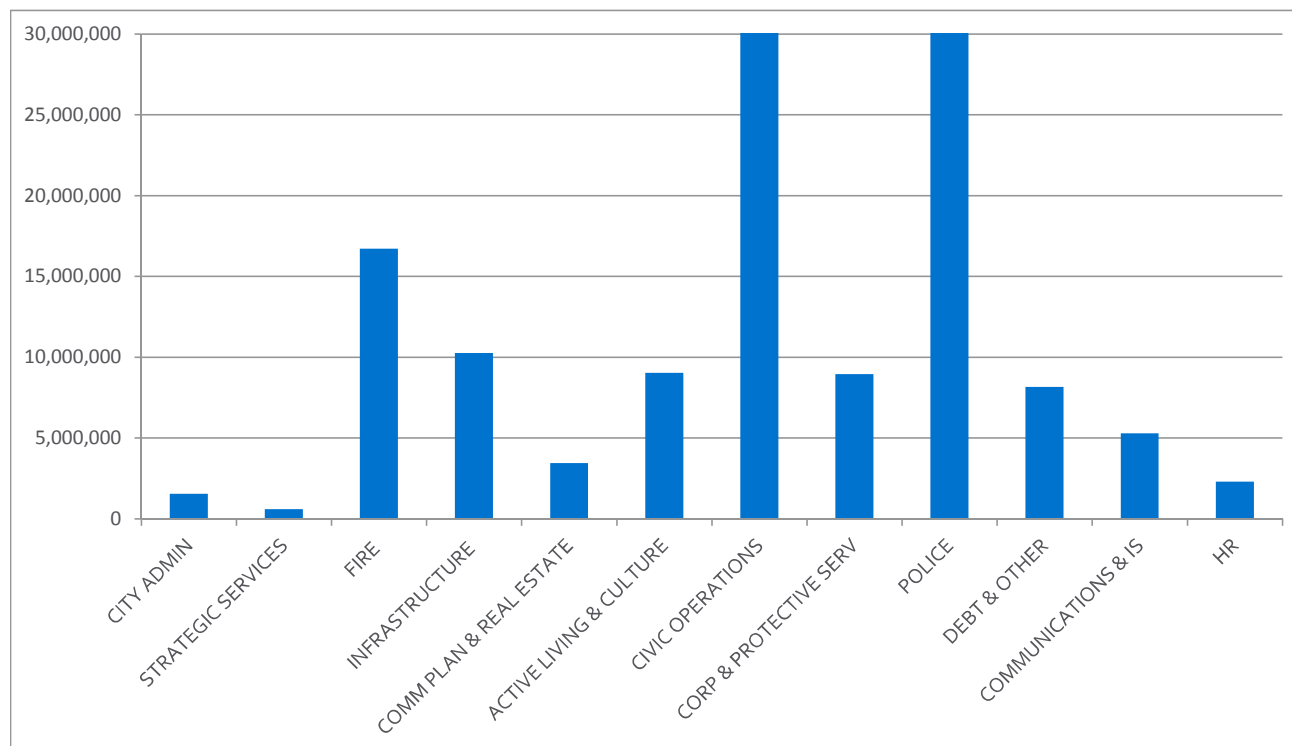
	2017	2018	2019	2020	2021
General revenues	(12,120,800)	(12,416,343)	(12,716,796)	(13,029,899)	(13,352,296)
Net operating budget	127,044,820	132,844,464	137,964,248	142,614,449	148,276,138
Pay-as-you-go capital	<u>12,160,000</u>	<u>12,963,171</u>	<u>13,806,204</u>	<u>14,685,023</u>	<u>15,596,807</u>
Taxation demand	127,084,020	133,391,291	139,053,656	144,269,573	150,520,650
New construction tax revenue	(2,600,000)	(2,007,928)	(2,107,582)	(2,197,048)	(2,279,459)
Net Property Owner Impact	3.84%	3.59%	2.97%	2.52%	3.31%

General Revenue

	2017	2018	2019	2020	2021
General Licences					
Commercial Vehicle Licences	37,000	37,000	37,000	37,000	37,000
Business Licences	1,445,700	1,501,793	1,558,940	1,619,427	1,682,261
Special Event Licences	100	100	100	100	100
Dog Licences	1,100	1,100	1,100	1,100	1,100
	1,483,900	1,539,993	1,597,140	1,657,627	1,720,461
Franchise Fee					
Fortis Gas	1,080,550	1,122,475	1,165,188	1,210,398	1,257,361
Appropriation to Reserve	1,080,550	1,122,475	1,165,188	1,210,398	1,257,361
General Interest & Tax Penalties					
Interest on Investments	4,326,050	4,394,402	4,463,618	4,534,144	4,605,783
Tax Arrears & Delinquent	200,000	203,160	206,360	209,620	212,932
Penalties on Taxes	800,000	812,640	825,440	838,482	851,730
Penalties Utility Accounts	65,000	66,027	67,067	68,127	69,203
Interest on Accounts Receivable	16,000	16,000	16,000	16,000	16,000
	5,407,050	5,492,229	5,578,485	5,666,373	5,755,649
Miscellaneous Revenues					
Work Order Administration	40,000	41,552	43,133	44,807	46,545
Local Improvement Prepayments	10,000	10,000	10,000	10,000	10,000
Discounts Earned & Misc	87,110	90,490	93,933	97,578	101,364
Risk to Roll	(310,000)	(322,028)	(334,282)	(347,252)	(360,726)
	(172,890)	(179,986)	(187,216)	(194,868)	(202,816)
Federal Contributions					
Grants in Lieu of Taxes	109,950	112,479	115,066	117,712	120,420
Provincial Contributions					
Grants in Lieu of Taxes-BC BLDG	253,698	259,533	265,502	271,609	277,856
Grants in Lieu of Taxes	117,750	120,458	123,229	126,063	128,963
Traffic Fine Revenue Sharing	1,733,763	1,761,156	1,788,897	1,817,161	1,845,872
Climate Action Rev Incentive	234,830	240,231	245,756	251,409	257,191
Certificate of Recognition Rebate	175,800	175,800	175,800	175,800	175,800
Appropriation to Reserves	(410,630)	(416,031)	(421,556)	(427,209)	(432,991)
	2,105,211	2,141,148	2,177,628	2,214,833	2,252,691
Municipal Contributions					
Natural Gas Utility Surplus	20,000	20,000	20,000	20,000	20,000
Tax Revenue - Private Utilities					
1% in Lieu of Taxes	2,087,029	2,168,006	2,250,504	2,337,823	2,428,531
Sub-total	12,120,800	12,416,343	12,716,796	13,029,899	13,352,296
General Taxation	127,084,020	133,391,291	139,053,656	144,269,573	150,520,650
TOTAL	139,204,820	145,807,635	151,770,452	157,299,472	163,872,945

General Fund - operating summary by division

Net Operating Expenditure by Year



	2017	2018	2019	2020	2021
City Administration	1,545,303	1,587,091	1,629,776	1,673,996	1,719,495
Strategic Services	593,681	615,862	638,464	662,542	687,430
Fire Department	16,710,552	17,316,448	17,951,761	18,622,077	19,318,420
Infrastructure	10,252,943	10,896,150	11,719,379	12,531,682	13,381,199
Community Planning & Real Estate	3,448,343	3,712,405	3,925,818	4,158,213	4,401,057
Active Living & Culture	9,033,067	9,039,166	9,138,421	9,333,572	9,533,395
Civic Operations	30,586,136	31,672,858	32,056,191	32,554,014	33,686,767
Corporate & Protective Services	8,949,283	9,480,422	10,104,185	10,439,489	10,806,276
Police Services	30,175,574	31,957,215	33,952,879	35,860,140	37,673,762
Debt & Other	8,159,086	8,733,157	8,555,720	8,350,845	8,435,435
Communications & Information Services	5,291,642	5,395,769	5,764,283	5,963,582	6,170,085
Human Resources	2,299,210	2,437,921	2,527,370	2,464,296	2,462,819
Total Division Net Operating Expenditures	127,044,820	132,844,464	137,964,248	142,614,449	148,276,138

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Operating Summary - General Fund

Revenues/Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Library Requisition	(5,950,303)	(6,087,160)	(6,227,165)	(6,370,389)	(6,516,908)
Parcel Tax	(42,875)	(42,875)	(42,875)	(42,875)	(42,875)
Fees and Charges	(49,519,924)	(50,498,326)	(51,660,875)	(52,861,059)	(54,095,779)
Sales of Service	(40,055,635)	(41,114,794)	(42,044,246)	(42,994,916)	(43,968,659)
Other	-	-	-	-	-
User Fees	(9,464,289)	(9,383,531)	(9,616,628)	(9,866,143)	(10,127,120)
Other Revenue	(32,696,507)	(31,575,164)	(32,108,383)	(32,211,496)	(32,931,048)
Interest	(284,700)	(291,248)	(297,947)	(304,800)	(311,810)
Grants	(16,137,910)	(15,710,694)	(16,001,089)	(16,297,530)	(16,599,659)
Other	-	-	-	-	-
Services to Other Governments	(7,866,822)	(7,944,479)	(8,147,621)	(8,347,883)	(8,553,344)
Interdepartment Transfer	(8,407,075)	(7,628,742)	(7,661,727)	(7,261,283)	(7,466,235)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(7,102,016)	(3,491,089)	(1,846,783)	(1,846,783)	(1,846,783)
Special (Stat Reserve) Funds	(1,862,704)	(1,181,537)	(1,181,537)	(1,181,537)	(1,181,537)
Development Cost Charges	(1,401,826)	(1,401,826)	-	-	-
Accumulated Surplus	(3,837,486)	(907,726)	(665,246)	(665,246)	(665,246)
Total Revenue	(95,311,625)	(91,694,613)	(91,886,080)	(93,332,602)	(95,433,393)
Expenditures					
Salaries and Wages	68,473,957	71,573,339	74,260,135	76,971,975	79,920,445
Internal Equipment	6,417,418	6,506,193	6,738,194	6,984,642	7,240,321
Material and Other	42,133,222	38,253,782	39,150,810	40,157,549	41,162,613
Contract Services	70,473,949	73,289,867	76,629,216	80,004,259	83,338,289
Debt Interest	4,749,951	4,641,785	4,107,142	3,895,955	4,011,694
Debt Principal	4,638,562	4,413,496	3,547,270	3,123,011	3,264,455
Internal Allocations	2,282,513	2,062,443	2,089,323	1,490,041	1,490,041
Interdepartment Transfer	2,282,513	2,062,443	2,089,323	1,490,041	1,490,041
Interfund Transfer	-	-	-	-	-
Transfer to Funds	23,186,873	23,798,172	23,328,239	23,319,619	23,281,673
Special (Stat Reserve) Funds	16,830,065	17,062,596	16,604,175	16,590,461	16,546,884
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	6,356,808	6,735,576	6,724,065	6,729,158	6,734,789
Total Expenditures	222,356,445	224,539,077	229,850,328	235,947,052	243,709,531
Net Operating Expenditures	127,044,820	132,844,464	137,964,248	142,614,449	148,276,138

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City Administration

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(4,274)	(4,372)	(4,473)	(4,576)	(4,681)
Sales of Service	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,274)	(4,372)	(4,473)	(4,576)	(4,681)
Other Revenue	(1,779,310)	(1,820,234)	(1,862,100)	(1,904,928)	(1,948,741)
Interest	-	-	-	-	-
Grants	(1,779,310)	(1,820,234)	(1,862,100)	(1,904,928)	(1,948,741)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(150,020)	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(150,020)	-	-	-	-
Total Revenue	(1,933,604)	(1,824,606)	(1,866,572)	(1,909,504)	(1,953,422)
Expenditures					
Salaries and Wages	847,139	872,869	899,127	926,543	954,850
Internal Equipment	13,917	14,237	14,565	14,900	15,242
Material and Other	2,136,071	2,170,193	2,220,108	2,271,170	2,323,407
Contract Services	346,430	354,398	362,549	370,888	379,418
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	135,350	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	135,350	-	-	-	-
Total Expenditures	3,478,907	3,411,698	3,496,348	3,583,500	3,672,917
Net Operating Expenditures	1,545,303	1,587,091	1,629,776	1,673,996	1,719,495

Strategic Services

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(4,193)	(4,289)	(4,388)	(4,289)	(4,289)
Sales of Service	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,193)	(4,289)	(4,388)	(4,289)	(4,289)
Other Revenue	-	-	-	-	-
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Revenue	(4,193)	(4,289)	(4,388)	(4,289)	(4,289)
Expenditures					
Salaries and Wages	539,613	560,550	581,880	604,457	627,910
Internal Equipment	6,846	7,003	7,165	7,329	7,498
Material and Other	51,415	52,598	53,807	55,045	56,311
Contract Services	-	-	-	-	-
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Expenditures	597,874	620,151	642,852	666,831	691,719
Net Operating Expenditures	593,681	615,862	638,464	662,542	687,430

Strategic Services - Fire Department

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(1,607,631)	(1,645,271)	(1,683,113)	(1,721,824)	(1,761,426)
Sales of Service	(102,160)	(104,510)	(106,913)	(109,372)	(111,888)
Other	-	-	-	-	-
User Fees	(1,505,471)	(1,540,762)	(1,576,199)	(1,612,452)	(1,649,538)
Other Revenue	(276,608)	(282,970)	(289,478)	(296,136)	(302,947)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	(276,608)	(282,970)	(289,478)	(296,136)	(302,947)
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(23,210)	(4,000)	(4,000)	(4,000)	(4,000)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(23,210)	(4,000)	(4,000)	(4,000)	(4,000)
Total Revenue	(1,907,449)	(1,932,241)	(1,976,591)	(2,021,961)	(2,068,374)
Expenditures					
Salaries and Wages	16,048,834	16,671,529	17,305,923	17,977,393	18,674,916
Internal Equipment	121,676	124,475	127,337	130,266	133,262
Material and Other	1,594,637	1,596,317	1,635,125	1,672,733	1,711,206
Contract Services	152,854	156,370	159,966	163,645	167,409
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	700,000	700,000	700,000	700,000	700,000
Special (Stat Reserve) Funds	700,000	700,000	700,000	700,000	700,000
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Expenditures	18,618,001	19,248,690	19,928,352	20,644,038	21,386,793
Net Operating Expenditures	16,710,552	17,316,448	17,951,761	18,622,077	19,318,420

Infrastructure

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(6,611,387)	(6,715,847)	(6,826,148)	(6,934,002)	(7,043,559)
Sales of Service	(6,295,460)	(6,394,928)	(6,500,175)	(6,602,878)	(6,707,203)
Other	-	-	-	-	-
User Fees	(315,927)	(320,919)	(325,973)	(331,124)	(336,356)
Other Revenue	(11,453,166)	(10,640,224)	(10,810,526)	(10,984,082)	(11,160,444)
Interest	-	-	-	-	-
Grants	(10,289,780)	(9,787,975)	(9,942,146)	(10,099,232)	(10,258,800)
Other	-	-	-	-	-
Services to Other Governments	(321,027)	(273,745)	(278,057)	(282,450)	(286,913)
Interdepartment Transfer	(842,359)	(578,504)	(590,323)	(602,400)	(614,732)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(1,198,546)	(282,306)	(188,016)	(188,016)	(188,016)
Special (Stat Reserve) Funds	(40,710)	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(1,157,836)	(282,306)	(188,016)	(188,016)	(188,016)
Total Revenue	(19,263,099)	(17,638,377)	(17,824,690)	(18,106,100)	(18,392,019)
Expenditures					
Salaries and Wages	2,981,034	3,120,850	3,208,119	3,332,594	3,461,899
Internal Equipment	161,633	165,011	168,466	172,001	175,617
Material and Other	3,744,261	1,764,696	1,805,996	1,847,534	1,890,027
Contract Services	22,091,626	22,946,482	23,819,620	24,743,785	25,703,807
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	351,108	351,108	351,108	351,108	351,108
Interdepartment Transfer	351,108	351,108	351,108	351,108	351,108
Interfund Transfer	-	-	-	-	-
Transfer to Funds	186,380	186,380	190,760	190,760	190,760
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	186,380	186,380	190,760	190,760	190,760
Total Expenditures	29,516,042	28,534,527	29,544,070	30,637,782	31,773,218
Net Operating Expenditures	10,252,943	10,896,150	11,719,379	12,531,682	13,381,199

Community Planning & Real Estate

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(10,742,202)	(10,917,694)	(11,141,569)	(11,370,350)	(11,603,960)
Sales of Services	(9,402,152)	(9,591,774)	(9,785,152)	(9,982,736)	(10,184,430)
Other	-	-	-	-	-
User Fees	(1,340,050)	(1,325,921)	(1,356,417)	(1,387,614)	(1,419,529)
Other Revenue	(33,270)	(7,222)	(7,388)	(7,558)	(7,732)
Interest	-	-	-	-	-
Grants	(26,210)	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(7,060)	(7,222)	(7,388)	(7,558)	(7,732)
Interfund Transfer	-	-	-	-	-
Transfer from Funds	(1,366,930)	(152,630)	(53,050)	(53,050)	(53,050)
Special (Stat Reserve) Funds	(200,000)	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(1,166,930)	(152,630)	(53,050)	(53,050)	(53,050)
Total Revenue	(12,142,402)	(11,077,547)	(11,202,007)	(11,430,959)	(11,664,742)
Expenditures					
Salaries and Wages	7,783,956	8,137,186	8,340,504	8,664,115	9,000,283
Internal Equipment	132,172	135,212	138,322	141,503	144,758
Material and Other	3,441,186	2,204,295	2,253,968	2,305,809	2,358,843
Contract Services	1,100,865	1,126,185	1,152,087	1,178,585	1,205,693
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
RCMP CONTRACT	-	-	-	-	-
Internal Allocations	240,630	240,630	240,630	240,630	240,630
Interdepartment Transfer	240,630	240,630	240,630	240,630	240,630
Interfund Transfer	-	-	-	-	-
Transfer to Funds	2,891,936	2,946,443	3,002,314	3,058,529	3,115,593
Special (Stat Reserve) Funds	2,863,974	2,918,481	2,974,352	3,030,567	3,087,631
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	27,962	27,962	27,962	27,962	27,962
Total Expenditures	15,590,745	14,789,951	15,127,825	15,589,172	16,065,799
Net Operating Expenditures	3,448,343	3,712,405	3,925,818	4,158,213	4,401,057

Active Living & Culture

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(4,428,226)	(4,600,041)	(4,775,085)	(4,960,358)	(5,152,820)
Sales of Service	(3,193,127)	(3,317,020)	(3,443,241)	(3,576,839)	(3,715,621)
Other	-	-	-	-	-
User Fees	(1,235,099)	(1,283,021)	(1,331,843)	(1,383,519)	(1,437,199)
Other Revenue	(281,510)	(178,155)	(182,253)	(186,445)	(190,733)
Interest	-	-	-	-	-
Grants	(142,360)	(112,530)	(115,118)	(117,766)	(120,475)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(139,150)	(65,625)	(67,135)	(68,679)	(70,259)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(88,150)	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(88,150)	-	-	-	-
Total Revenue	(4,797,886)	(4,778,197)	(4,957,338)	(5,146,803)	(5,343,553)
Expenditures					
Salaries and Wages	4,717,123	4,887,557	5,073,455	5,270,305	5,474,793
Internal Equipment	96,115	98,326	100,587	102,901	105,267
Material and Other	4,363,732	4,225,504	4,287,108	4,385,712	4,486,583
Contract Services	3,795,439	3,747,432	3,776,064	3,862,913	3,951,760
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	858,544	858,544	858,544	858,544	858,544
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	858,544	858,544	858,544	858,544	858,544
Total Expenditures	13,830,953	13,817,362	14,095,758	14,480,375	14,876,948
Net Operating Expenditures	9,033,067	9,039,166	9,138,421	9,333,572	9,533,395

Civic Operations - General Fund

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(24,286,085)	(24,856,930)	(25,431,582)	(26,028,998)	(26,644,996)
Sales of Service	(19,833,181)	(20,299,574)	(20,766,464)	(21,244,093)	(21,732,707)
Other	-	-	-	-	-
User Fees	(4,452,904)	(4,557,356)	(4,665,118)	(4,784,905)	(4,912,289)
Other Revenue	(3,735,286)	(3,675,014)	(3,826,747)	(3,959,369)	(4,096,914)
Interest	-	-	-	-	-
Grants	(50,000)	(51,150)	(52,326)	(53,530)	(54,761)
Other	-	-	-	-	-
Services to Other Governments	(1,538,135)	(1,524,898)	(1,582,374)	(1,633,637)	(1,686,704)
Interdepartment Transfer	(2,147,151)	(2,098,965)	(2,192,047)	(2,272,202)	(2,355,449)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(747,760)	(80,180)	(50,180)	(50,180)	(50,180)
Special (Stat Reserve) Funds	(326,900)	(30,000)	(30,000)	(30,000)	(30,000)
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(420,860)	(50,180)	(20,180)	(20,180)	(20,180)
Total Revenue	(28,769,131)	(28,612,124)	(29,308,509)	(30,038,547)	(30,792,090)
Expenditures					
Salaries and Wages	18,050,442	18,652,560	19,376,248	20,108,714	20,888,932
Internal Equipment	5,794,474	5,869,261	6,086,952	6,318,762	6,559,466
Material and Other	15,456,480	14,865,279	15,035,075	15,474,351	15,927,357
Contract Services	11,744,529	12,116,469	12,588,315	13,076,741	13,584,119
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	1,690,775	1,470,705	1,497,585	898,303	898,303
Interdepartment Transfer	1,690,775	1,470,705	1,497,585	898,303	898,303
Interfund Transfer	-	-	-	-	-
Transfer to Funds	6,618,567	7,310,709	6,780,525	6,715,690	6,620,680
Special (Stat Reserve) Funds	6,533,761	6,711,785	6,197,493	6,127,564	6,026,923
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	84,806	598,924	583,033	588,126	593,757
Total Expenditures	59,355,267	60,284,982	61,364,700	62,592,562	64,478,857
Net Operating Expenditures	30,586,136	31,672,858	32,056,191	32,554,014	33,686,767

Corporate & Protective Services

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(816,853)	(834,796)	(860,400)	(887,166)	(914,818)
Sales of Services	(752,631)	(769,097)	(793,190)	(818,410)	(844,481)
Other	-	-	-	-	-
User Fees	(64,222)	(65,699)	(67,210)	(68,756)	(70,337)
Other Revenue	(1,496,702)	(1,016,954)	(770,158)	(796,035)	(822,824)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(1,496,702)	(1,016,954)	(770,158)	(796,035)	(822,824)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(307,220)	(18,610)	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(307,220)	(18,610)	-	-	-
Total Revenue	(2,620,775)	(1,870,360)	(1,630,557)	(1,683,201)	(1,737,642)
Expenditures					
Salaries and Wages	7,701,944	8,372,774	8,691,379	9,013,033	9,362,739
Internal Equipment	62,117	63,546	65,007	66,502	68,032
Material and Other	2,484,635	2,374,971	2,432,735	2,484,985	2,542,139
Contract Services	1,321,362	539,491	545,620	558,170	571,008
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Expenditures	11,570,058	11,350,782	11,734,742	12,122,690	12,543,918
Net Operating Expenditures	8,949,283	9,480,422	10,104,185	10,439,489	10,806,276

Corporate & Protective Services - Police Services

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(392,932)	(401,969)	(411,215)	(420,673)	(430,348)
Sales of Service	(321,824)	(329,226)	(336,798)	(344,545)	(352,469)
Other	-	-	-	-	-
User Fees	(71,108)	(72,743)	(74,417)	(76,128)	(77,879)
Other Revenue	(4,924,818)	(5,038,089)	(5,153,965)	(5,272,506)	(5,393,774)
Interest	-	-	-	-	-
Grants	(3,850,250)	(3,938,806)	(4,029,398)	(4,122,074)	(4,216,882)
Other	-	-	-	-	-
Services to Other Governments	(892,722)	(913,255)	(934,259)	(955,747)	(977,730)
Interdepartment Transfer	(181,846)	(186,028)	(190,307)	(194,684)	(199,162)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Revenue	(5,317,750)	(5,440,058)	(5,565,180)	(5,693,179)	(5,824,122)
Expenditures					
Salaries and Wages	5,222,655	5,425,294	5,631,740	5,850,252	6,077,242
Internal Equipment	28,468	29,123	29,793	30,478	31,179
Material and Other	369,187	377,678	386,365	395,251	404,342
Contract Services	29,873,014	31,565,178	33,470,161	35,277,337	36,985,121
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Expenditures	35,493,324	37,397,273	39,518,059	41,553,318	43,497,883
Net Operating Expenditures	30,175,574	31,957,215	33,952,879	35,860,140	37,673,762

Corporate & Protective Services - Debt & Other

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Library Requisition	(5,950,303)	(6,087,160)	(6,227,165)	(6,370,389)	(6,516,908)
Parcel Tax	(42,875)	(42,875)	(42,875)	(42,875)	(42,875)
Fees and Charges	(530,141)	(265,456)	(265,456)	(265,456)	(265,456)
Sales of Service	(150,100)	(150,100)	(150,100)	(150,100)	(150,100)
Other	-	-	-	-	-
User Fees	(380,041)	(115,356)	(115,356)	(115,356)	(115,356)
Other Revenue	(8,689,903)	(8,889,771)	(9,094,235)	(8,690,337)	(8,890,215)
Interest	(284,700)	(291,248)	(297,947)	(304,800)	(311,810)
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	(4,838,330)	(4,949,612)	(5,063,453)	(5,179,912)	(5,299,050)
Interdepartment Transfer	(3,566,873)	(3,648,911)	(3,732,836)	(3,205,626)	(3,279,355)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(3,096,920)	(2,953,363)	(1,551,537)	(1,551,537)	(1,551,537)
Special (Stat Reserve) Funds	(1,295,094)	(1,151,537)	(1,151,537)	(1,151,537)	(1,151,537)
Development Cost Charges	(1,401,826)	(1,401,826)	-	-	-
Accumulated Surplus	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)
Total Revenue	(18,310,142)	(18,238,625)	(17,181,269)	(16,920,595)	(17,266,992)
Expenditures					
Salaries and Wages	(1,064,325)	(1,064,325)	(1,064,325)	(1,064,325)	(1,064,325)
Internal Equipment	-	-	-	-	-
Material and Other	6,337,114	6,482,868	6,631,974	6,784,509	6,940,553
Contract Services	47,830	737,862	754,833	772,194	789,955
Debt Interest	4,749,951	4,641,785	4,107,142	3,895,955	4,011,694
Debt Principal	4,638,562	4,413,496	3,547,270	3,123,011	3,264,455
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	11,760,096	11,760,096	11,760,096	11,760,096	11,760,096
Special (Stat Reserve) Funds	6,732,330	6,732,330	6,732,330	6,732,330	6,732,330
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	5,027,766	5,027,766	5,027,766	5,027,766	5,027,766
Total Expenditures	26,469,228	26,971,782	25,736,989	25,271,440	25,702,428
Net Operating Expenditures	8,159,086	8,733,157	8,555,720	8,350,845	8,435,435

Communications & Information Services

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(36,000)	(190,278)	(194,654)	(199,131)	(203,711)
Sales of Service	-	(153,450)	(156,979)	(160,590)	(164,283)
Other	-	-	-	-	-
User Fees	(36,000)	(36,828)	(37,675)	(38,542)	(39,428)
Other Revenue	(25,934)	(26,530)	(111,533)	(114,098)	(116,722)
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(25,934)	(26,530)	(111,533)	(114,098)	(116,722)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(38,260)	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(38,260)	-	-	-	-
Total Revenue	(100,194)	(216,808)	(306,187)	(313,229)	(320,434)
Expenditures					
Salaries and Wages	3,866,727	4,066,743	4,275,183	4,441,060	4,613,373
Internal Equipment	-	-	-	-	-
Material and Other	1,489,109	1,509,834	1,759,287	1,799,751	1,841,145
Contract Services	-	-	-	-	-
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	36,000	36,000	36,000	36,000	36,000
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	36,000	36,000	36,000	36,000	36,000
Total Expenditures	5,391,836	5,612,578	6,070,471	6,276,811	6,490,519
Net Operating Expenditures	5,291,642	5,395,769	5,764,283	5,963,582	6,170,085

Human Resources & Corporate Performance

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(60,000)	(61,380)	(62,792)	(64,236)	(65,713)
Sales of Service	(5,000)	(5,115)	(5,233)	(5,353)	(5,476)
Other	-	-	-	-	-
User Fees	(55,000)	(56,265)	(57,559)	(58,883)	(60,237)
Other Revenue	-	-	-	-	-
Interest	-	-	-	-	-
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(85,000)	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(85,000)	-	-	-	-
Total Revenue	(145,000)	(61,380)	(62,792)	(64,236)	(65,713)
Expenditures					
Salaries and Wages	1,778,815	1,869,752	1,940,901	1,847,833	1,847,833
Internal Equipment	-	-	-	-	-
Material and Other	665,395	629,549	649,261	680,699	680,699
Contract Services	-	-	-	-	-
Debt Interest	-	-	-	-	-
Debt Principal	-	-	-	-	-
Internal Allocations	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfer to Funds	-	-	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	-	-	-	-
Total Expenditures	2,444,210	2,499,301	2,590,162	2,528,532	2,528,532
Net Operating Expenditures	2,299,210	2,437,921	2,527,370	2,464,296	2,462,819

Capital Summary - General Fund

Cost Centre	2017	2018	2019	2020	2021
300 Real Estate	3,897,470	2,424,550	2,630,368	5,134,680	2,759,460
301 Buildings	21,598,460	3,240,333	2,134,920	2,752,723	7,782,491
302 Parks	17,155,220	10,706,645	17,139,625	11,786,170	10,600,164
304 Transportation	28,379,350	18,903,324	23,137,678	32,015,084	22,010,625
305 Solid Waste	5,137,970	3,620,000	2,020,000	2,870,000	1,620,000
306 Storm Drainage	991,460	1,038,783	1,544,217	1,300,122	808,224
308 Information Services	8,296,960	1,948,677	2,076,558	1,237,236	905,652
310 Vehicle & Mobile Equipment	5,807,930	2,948,265	3,099,038	3,265,079	3,415,818
311 Fire	2,545,370	37,142	505,626	804,080	585,830
	93,810,190	44,867,719	54,288,030	61,165,174	50,488,264

Funding Sources:

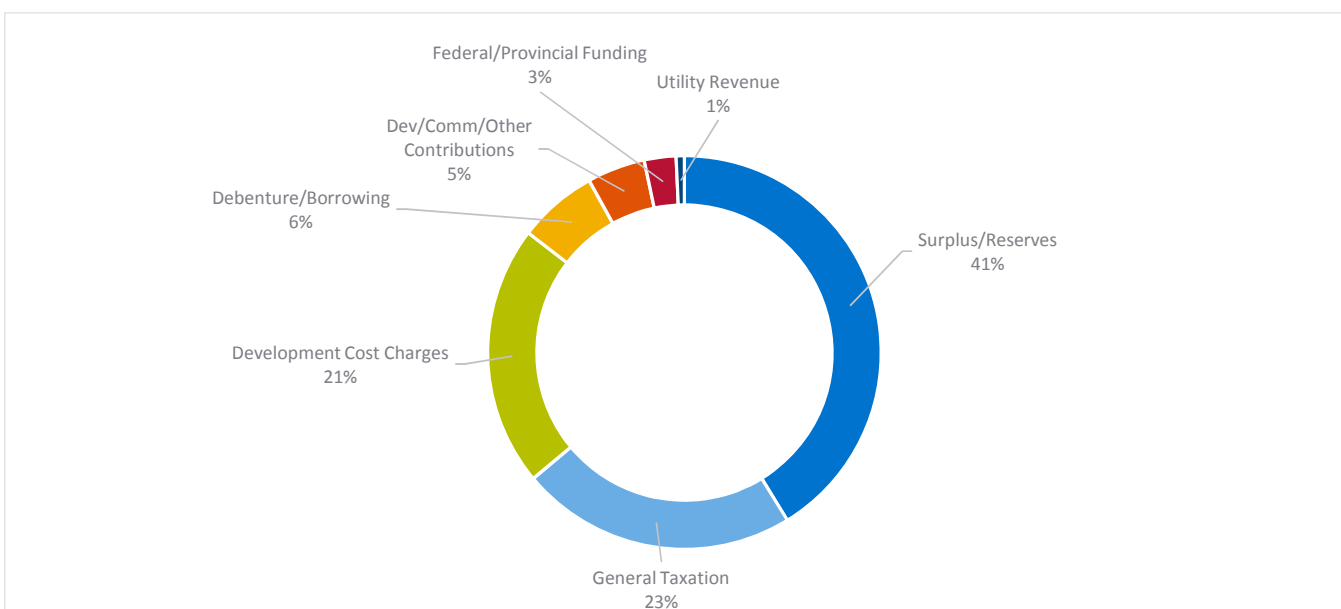
General Taxation	12,160,000	12,963,171	13,806,204	14,685,023	15,596,807
Surplus/Reserves	47,294,695	21,319,825	19,157,316	24,016,818	13,818,749
Development Cost Charges	6,861,150	10,160,724	14,608,510	18,652,333	15,057,708
Debenture/Borrowing	15,930,220	0	0	0	4,000,000
Federal/Provincial Funding*	7,955,620	0	0	0	0
Dev/Comm/Other Contributions	1,546,700	424,000	6,716,000	3,811,000	2,015,000
Utility Revenue	2,061,805	0	0	0	0
	93,810,190	44,867,719	54,288,030	61,165,174	50,488,264

* 2030 Infrastructure Plan only includes confirmed Federal and Provincial Funding

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Capital Funding Summary

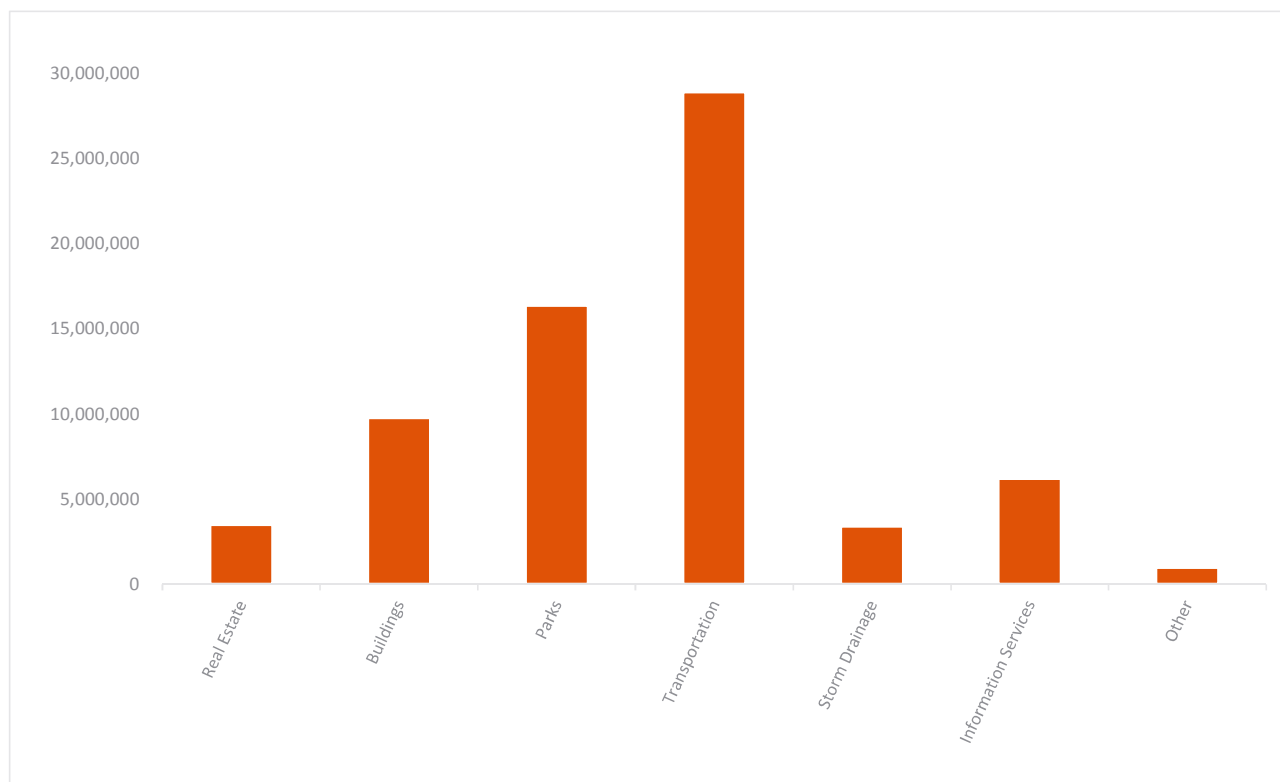
General Fund Capital Funding 2017 to 2021



	2017	2018	2019	2020	2021
Funding Sources:					
General Taxation	12,160,000	12,963,171	13,806,204	14,685,023	15,596,807
Surplus/Reserves	47,294,695	21,319,825	19,157,316	24,016,818	13,818,749
Development Cost Charges	6,861,150	10,160,724	14,608,510	18,652,333	15,057,708
Debenture/Borrowing	15,930,220	-	-	-	4,000,000
Federal/Provincial Funding	7,955,620	-	-	-	-
Dev/Comm/Other Contributions	1,546,700	424,000	6,716,000	3,811,000	2,015,000
Utility Revenue	2,061,805	0	0	0	0
	93,810,190	44,867,719	54,288,030	61,165,174	50,488,264
Total Five Year Capital Program					304,619,377

Capital Funding Summary by Cost Centre

General Taxation Fund 2017 to 2021



Cost Centre		Total \$		General Tax Funding	
		%		%	
300	Real Estate	16,846,528	5.5	3,508,558	5.1
301	Buildings	37,508,927	12.3	9,787,354	14.1
302	Parks	67,387,824	22.1	16,379,578	23.7
304	Transportation	124,446,061	40.9	28,900,331	41.8
305	Solid Waste	15,267,970	5.0	-	0.0
306	Storm Drainage	5,682,806	1.9	3,426,346	5.0
308	Information Services	14,465,083	4.7	6,216,123	9.0
310	Vehicle & Mobile Equipment	18,536,130	6.1	787,995	1.1
311	Fire	4,478,048	1.5	204,919	0.3
Total 5 Year Program		304,619,377		69,211,204	

Real Estate Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
L1	General Land	2,645,900	1,823,550	1,948,368	2,011,180	2,155,460
L2	Road & Sidewalk Land Acquisition	156,520	50,000	25,000	45,000	40,000
L3	Parking Infrastructure	660,050	301,000	407,000	2,828,500	314,000
L4	Strategic Land Redevelopment	435,000	250,000	250,000	250,000	250,000
		3,897,470	2,424,550	2,630,368	5,134,680	2,759,460

Funding Sources

General Taxation	430,000	618,550	718,368	801,180	940,460
Surplus/Reserves	3,282,470	1,551,000	1,657,000	4,078,500	1,564,000
Development Cost Charges	-	-	-	-	-
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	185,000	255,000	255,000	255,000	255,000
Utility Revenue	-	-	-	-	-
	3,897,470	2,424,550	2,630,368	5,134,680	2,759,460

5 Year Total Funding	16,846,528
5 Year Taxation Funding	3,508,558

Real Estate Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	General Land Annual allocation for the purchase of land for general purposes. This may allow for acquiring properties at less than fair market value, creating land assembly opportunities, creating a revenue generating land bank and providing trade potential.	10,584,458
2.	Road and Sidewalk Land Acquisition To fund the purchase of land required for the widening of roads to accommodate road improvements and/or sidewalks.	316,520
3.	Parking Infrastructure Funding to renew parking infrastructure and to invest in efficient parking management technology.	4,510,550
4.	Strategic Land Redevelopment Funding to redevelop City owned land to improve public benefit and encourage economic development.	1,435,000
5 Year Total Funding		16,846,528

Building Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
B1	Parks and Recreation Buildings	1,527,910	450,000	573,855	1,001,259	6,761,187
B2	Community and Cultural Buildings	634,100	1,725,000	323,622	265,577	371,412
B3	Civic/Protective Service Buildings Transportation and Public Works	13,937,060	925,358	189,971	155,897	318,025
B4	Buildings	4,704,160	89,975	97,473	79,990	111,867
B5	Heritage Buildings	255,990	0	150,000	1,200,000	170,000
B6	Capital Opportunities and Partnerships	539,240	50,000	800,000	50,000	50,000
		21,598,460	3,240,333	2,134,920	2,752,723	7,782,491

Funding Sources

General Taxation	2,875,000	1,428,655	748,485	2,052,723	2,682,491
Surplus/Reserves	5,219,740	1,811,678	1,386,435	700,000	1,100,000
Development Cost Charges	0	0	0	0	0
Debenture/Borrowing	12,978,220	0	0	0	4,000,000
Federal/Provincial Funding	250,500	0	0	0	0
Dev/Comm/Other Contributions	275,000	0	0	0	0
Utility Revenue	0	0	0	0	0
	21,598,460	3,240,333	2,134,920	2,752,723	7,782,491

5 Year Total Funding	37,508,927
5 Year Taxation Funding	9,787,354

Building Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
Recreation Buildings & Facilities		
1. Parks and Recreation Buildings		10,314,211
	An allocation for the development of new Parks and Recreation buildings as well as the redevelopment, expansion and renewal of existing ones in various locations throughout the City to keep pace with the increasing demand due to population growth and emerging trends. This category includes Parks Administration, Parks washrooms, field houses, arenas and pools.	
2. Community and Cultural Buildings		3,319,711
	An allocation for the development of new community and cultural buildings as well as the redevelopment, renewal and expansion of existing ones. This category includes the theaters, libraries, senior centres, community halls, art gallery, museums and the RCA.	
3. Civic/Protective Service Buildings		15,526,310
	An allocation for the development of new civic and protective buildings as well as the redevelopment, renewal and expansion of existing ones. This category includes firehalls, police stations and City Hall.	
4. Transportation and Public Works Buildings		5,083,465
	Funding to support renewal, replacement and new construction of Transportation and Public Works Buildings throughout the City to keep pace increasing demand due to population growth and emerging trends. This category includes Public Works Yard, parkades, cemetery and WWTF administration.	
5. Heritage Buildings		1,775,990
	An allocation for the development of new City-owned Heritage buildings as well as the redevelopment, renewal and expansion of existing ones.	
6. Capital Opportunities and Partnerships		1,489,240
	Funding for special projects including partnerships with the School District on community space as part of new school construction as well as funding to allow for capital projects that were not envisioned during the plan development, including partnerships.	
5 Year Total Funding		37,508,927

Parks Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
P1	DCC Parkland Acquisition	5,010,270	5,718,561	12,757,526	7,167,976	6,967,976
P2	Linear/Natural Area Parkland	1,119,200	352,542	-	492,563	425,000
P3	Neighbourhood Park Development	-	-	-	-	-
P4	Community Park Development	1,753,220	1,300,000	2,800,000	1,600,000	700,000
P5	Recreation Park Development	3,124,020	1,773,860	-	-	-
P6	City-Wide Park Development	2,549,660	-	340,000	-	-
P7	Linear/Natural Area Park Development	500,360	150,000	150,000	200,000	200,000
P8	Park Renew., Rehab. & Upgrades	1,524,490	832,000	900,000	2,033,000	2,015,000
P9	Capital Opportunities and Partners	1,574,000	579,682	192,099	292,631	292,188
		17,155,220	10,706,645	17,139,625	11,786,170	10,600,164

Funding Sources

General Taxation	3,313,980	3,882,218	3,740,571	2,781,712	2,661,097
Surplus/Reserves	8,416,910	1,757,782	2,017,998	2,653,631	1,765,440
Development Cost Charges	1,802,330	5,066,645	5,981,055	6,350,827	6,173,627
Debenture/Borrowing	2,952,000	-	-	-	-
Federal/Provincial Funding	150,000	-	-	-	-
Dev/Comm/Other Contributions	520,000	-	5,400,000	-	-
Utility Revenue	-	-	-	-	-
	17,155,220	10,706,645	17,139,625	11,786,170	10,600,164

5 Year Total Funding	67,387,824
5 Year Taxation Funding	16,379,578

Parks Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
Parkland Acquisition		
1.	DCC Parkland Acquisition Park acquisition program based on the residential growth in the City for the purchase of parkland (Neighbourhood, Community, Recreation and City-wide level parks) under the Development Cost Charge program (DCC). Funding is primarily allocated from developer revenue with general taxation covering both the assist factor and secondary suites that are paying reduced DCC's.	37,622,309
2.	Linear/Natural Area Parkland Park acquisition program for the purchase of Natural Areas and Linear Parks not attributed to the DCC program.	2,389,305
3.	Neighbourhood Park Development An allocation to cover the development of neighbourhood level parks including off-site costs related to park development, but does not include buildings.	0
4.	Community Park Development An allocation to cover the development of community level parks including off-site costs related to park development, but does not include buildings.	8,153,220
5.	Recreation Park Development An allocation to cover the development of recreation level parks including off-site costs related to park development, but does not include buildings.	4,897,880
6.	City-Wide Park Development An allocation to cover the development of city-wide level parks including off-site costs related to park development, but does not include buildings.	2,889,660
7.	Linear/Natural Area Park Development An allocation to cover the development of natural areas and linear parks/trails.	1,200,360
8.	Park Renewal, Rehabilitation & Infrastructure Upgrades An allocation for major repairs or replacement of existing park infrastructure such as sidewalks, hard-surfaced trails, parking lots, sport courts, lighting, electrical and water services, irrigation, fencing, bridges and other major structures.	7,304,490
9.	Special Projects An allocation for various strategic investments into the park and open space system as well as funding to allow for capital projects that were not envisioned during the plan development, including partnerships.	2,930,600
5 Year Total Funding		67,387,824

Transportation Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
T1	Development Cost Charge Roads	13,529,710	3,900,000	8,111,664	17,525,778	12,420,419
T2	DCC Roads - Active Transportation	3,810,270	8,307,799	8,407,601	3,400,000	3,000,000
T3	Non-DCC Roads	177,050	-	300,000	-	-
T4	Transportation System Renewal	7,854,520	4,792,525	4,318,413	9,169,306	4,440,206
T5	Bicycle Network	455,000	300,000	300,000	300,000	300,000
T6	Sidewalk Network	500,000	500,000	500,000	500,000	600,000
T7	Safety and Operational Improvements	863,570	425,000	450,000	500,000	500,000
T8	Traffic Control Infrastructure	876,900	600,000	650,000	600,000	650,000
T9	Transit Facilities	312,330	78,000	100,000	20,000	100,000
		28,379,350	18,903,324	23,137,678	32,015,084	22,010,625
Funding Sources						
	General Taxation	3,749,020	4,340,881	6,057,940	6,842,559	7,909,931
	Surplus/Reserves	11,589,190	9,299,365	8,291,283	9,315,019	3,456,612
	Development Cost Charges	5,058,820	5,094,079	8,627,455	12,301,506	8,884,082
	Debenture/Borrowing	-	-	-	-	-
	Federal/Provincial Funding	7,555,120	-	-	-	-
	Dev/Comm/Other Contributions	427,200	169,000	161,000	3,556,000	1,760,000
	Utility Revenue	-	-	-	-	-
		28,379,350	18,903,324	23,137,678	32,015,084	22,010,625

5 Year Total Funding	124,446,061
5 Year Taxation Funding	28,900,331

Transportation Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Development Cost Charge (DCC) Roads Allocation for design, land and construction costs associated with DCC Road projects.	55,487,571
2.	DCC Roads - Active Transportation Allocation for design, land and construction costs associated with DCC Active Transportation projects. General taxation to cover 77.7% Assist.	26,925,670
3.	Non-DCC Roads Infrastructure upgrades which are not part of the 20 Year Servicing Plan and Financing Strategy (collectors and local roads) and City initiated projects to upgrade streets to full urban standards including drainage, fillet paving, sidewalks and landscaped boulevards.	477,050
4.	Transportation System Renewal Allocation for overlay and other processes, including micro asphaltting, for rehabilitation of City roads. Also includes renewal of curb and gutter, bike paths, retaining walls, bridges, street lights, handrails and stairways.	30,574,970
5.	Bicycle Network Allocation for bike network system additions.	1,655,000
6.	Sidewalk Network Allocation required to complete the Non-DCC portion of the sidewalk network.	2,600,000
7.	Safety and Operational Improvements Allocation to cover field reviews and capital improvements for safety improvements or to improve operational efficiency. This will include projects such as left turn bays, traffic control changes, safety barriers, signs, markings, handicap access improvements and retrofit medians.	2,738,570
8.	Traffic Control Infrastructure This program is for construction of new traffic signal control infrastructure that is not part of the DCC program. This includes new traffic signals and pedestrian activated traffic signals, installation of new communication for the traffic signals system and where new development occurs install conduit for future traffic signals.	3,376,900
9.	Transit Facilities Construction of new of existing transit facilities, bus pullouts and shelters.	610,330
5 Year Total Funding		124,446,061

Solid Waste Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
SW1	Equipment	150,000	610,000	610,000	610,000	460,000
SW2	Site Improvement	4,062,640	525,000	475,000	225,000	225,000
SW3	Gas Management	300,000	400,000	150,000	450,000	150,000
SW4	Leachate Management	275,770	150,000	150,000	450,000	150,000
SW5	Drainage & Groundwater Management	-	1,000,000	-	-	-
SW6	Recycling and Waste Management	-	300,000	-	500,000	-
SW7	Landfill Area Development	349,560	75,000	75,000	75,000	75,000
SW8	Closure and Reclamation	-	100,000	100,000	100,000	100,000
SW9	Solid Waste Renewal	-	460,000	460,000	460,000	460,000
		5,137,970	3,620,000	2,020,000	2,870,000	1,620,000

Funding Sources

General Taxation	-	-	-	-	-
Surplus/Reserves	5,137,970	3,620,000	2,020,000	2,870,000	1,620,000
Development Cost Charges	-	-	-	-	-
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	-	-	-	-	-
Utility Revenue	-	-	-	-	-
	5,137,970	3,620,000	2,020,000	2,870,000	1,620,000

5 Year Total Funding	15,267,970
5 Year Taxation Funding	-

Solid Waste Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Equipment Funding for new equipment and replacement of existing equipment.	2,440,000
2.	Site Improvement Funding for site improvements like buildings, roads, landscaping and fencing.	5,512,640
3.	Gas Management Required for design, installation and extension of gas management system and utilization of gas to energy.	1,450,000
4.	Leachate Management Required for installation and extension of leachate collection, treatment, recirculation network and pump facilities.	1,175,770
5.	Drainage and Groundwater Management Funding for design and installation of surface and groundwater systems, piping, storage and pump stations.	1,000,000
6.	Recycling and Waste Management Facilities and infrastructure to support waste management and recycling including composting, waste separation and diversion, last chance mercantile, and curbside bins.	800,000
7.	Landfill Area Development Required for planning, design and development of areas for filling to maximize available space.	649,560
8.	Closure and Reclamation Required for design and construction of final cover system and closure infrastructure and reclamation of disturbed areas to natural state.	400,000
9.	Solid Waste Renewal Renewal and replacement of site infrastructure and equipment.	1,840,000
5 Year Total Funding		15,267,970

Storm Drainage Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
D1	Hydraulic Upgrading Program	325,000	725,000	1,225,000	905,595	575,000
D2	Storm Drainage Quality Program	461,550	90,000	90,000	90,000	-
D3	Storm Drainage Renewal	204,910	223,783	229,217	304,527	233,224
		991,460	1,038,783	1,544,217	1,300,122	808,224
	General Taxation	565,000	593,783	1,074,217	830,122	363,224
	Surplus/Reserves	426,460	445,000	470,000	470,000	445,000
	Development Cost Charges	-	-	-	-	-
	Debenture/Borrowing	-	-	-	-	-
	Federal/Provincial Funding	-	-	-	-	-
	Dev/Comm/Other Contributions	-	-	-	-	-
	Utility Revenue	-	-	-	-	-
		991,460	1,038,783	1,544,217	1,300,122	808,224

5 Year Total Funding	5,682,806
5 Year Taxation Funding	3,426,346

Storm Drainage Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Hydraulic Upgrading Program Estimated expenditures to cover hydraulic improvements to the storm drainage system. These projects are taken directly from the area drainage plans (North, Rutland, Central, Downtown, South Mission and South East Kelowna). Projects are ranked according to priority.	3,755,595
2.	Storm Drainage Quality Program This program includes storm drainage quality projects taken from the area drainage plans and forms the overall work program. The program includes a hydrocarbon and sediment reduction program along high traffic/accident routes. The program considers priority sanding routes, environmental risk, accident rate and coordinated opportunities as criteria for location selection.	731,550
3.	Storm Drainage Renewal This program provides for the renewal and replacement of pipes, pump stations, and treatment facilities.	1,195,661
5 Year Total Funding		5,682,806

Information Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
I1	Front Office Equipment	389,000	384,000	386,000	423,500	435,000
I2	Server and Data Storage	211,470	205,000	180,000	155,000	180,000
I3	Major System Projects	3,862,870	1,234,677	505,558	528,736	185,652
I4	Communications Systems	3,833,620	125,000	1,005,000	130,000	105,000
		8,296,960	1,948,677	2,076,558	1,237,236	905,652

Funding Sources

General Taxation	948,000	1,948,677	1,176,558	1,237,236	905,652
Surplus/Reserves	6,082,505	-	-	-	-
Development Cost Charges	-	-	-	-	-
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	-	-	900,000	-	-
Utility Revenue	1,266,455	-	-	-	-
	8,296,960	1,948,677	2,076,558	1,237,236	905,652

5 Year Total Funding	14,465,083
5 Year Taxation Funding	6,216,123

Information Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Front Office Equipment Information Services have been utilizing a 5 year replacement cycle for desktop equipment which includes computers, printers, monitors, scanners and software. It also includes work group equipment such as large format plotters and copiers.	2,017,500
2.	Server and Data Storage To provide equipment and software in City Hall data centre to support the various systems in place for staff and includes equipment for the Fire Hall data centre. Included are servers, disk storage, tape backups and the related software.	931,470
3.	Major System Projects Major systems projects include tax system, collection systems (cash and electronic funds), permit systems, property systems, Agresso ERP system, Asset Management system, customer relation systems (service requests), employee time entry systems and maintenance management systems.	6,317,493
4.	Communications Systems To provide a networking environment that interconnects the various places and spaces used by City staff, this budget will support the expansion of the City's fibre optic ring which will reduce need for leased communication lines. Network components that have reached the end of their serviceable life will also be replaced.	5,198,620
5 Year Total Funding		14,465,083

Vehicle & Mobile Equipment Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
V1	Additional Vehicles/Equipment	816,350	113,265	122,288	139,491	133,951
V2	Vehicle/Equipment Renewal	4,991,580	2,835,000	2,976,750	3,125,588	3,281,867
		5,807,930	2,948,265	3,099,038	3,265,079	3,415,818

Funding Sources

General Taxation	279,000	113,265	122,288	139,491	133,951
Surplus/Reserves	4,594,080	2,835,000	2,976,750	3,125,588	3,281,867
Development Cost Charges	-	-	-	-	-
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	139,500	-	-	-	-
Utility Revenue	795,350	-	-	-	-
	5,807,930	2,948,265	3,099,038	3,265,079	3,415,818

5 Year Total Funding	18,536,130
5 Year Taxation Funding	787,995

Vehicle & Mobile Equipment Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Additional Vehicles/Equipment This budget supports the addition of new vehicles and equipment to the corporate fleet in response to increased service demand from population growth or additional services.	1,325,345
2.	Vehicle/Equipment Renewal As part of the City's vehicle replacement program, vehicles at the end of their service life cycles are replaced using funds from the equipment replacement reserve. Cars and light trucks have an average design life of 10 years. Most heavy duty equipment has a service life of 7-10 years or 10,000-12,000 hour run time.	17,210,785
5 Year Total Funding		\$18,536,130

Fire Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
F1	Vehicle/Equipment Renewal	2,311,500	-	337,849	804,080	585,830
F2	Additional Vehicles/Equipment	-	-	-	-	-
F3	Communications Systems	233,870	37,142	167,777	-	-
		2,545,370	37,142	505,626	804,080	585,830

Funding Sources

General Taxation	-	37,142	167,777	-	-
Surplus/Reserves	2,545,370	-	337,849	804,080	585,830
Development Cost Charges	-	-	-	-	-
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	-	-	-	-	-
Utility Revenue	-	-	-	-	-
	2,545,370	37,142	505,626	804,080	585,830

5 Year Total Funding	4,478,048
5 Year Taxation Funding	204,919

Fire Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Vehicle/Equipment Renewal As part of the Fire Departments vehicle/equipment replacement program, vehicles and equipment at the end of their service life cycles are replaced using funds from the Fire Departments equipment replacement reserve.	4,039,259
2.	Additional Vehicles/Equipment This budget supports the addition of new vehicles and equipment to the Fire Department in response to increased service demand from population growth.	0
3.	Communications Systems To provide for radio system improvements or replacement, including dispatch requirements.	438,789
5 Year Total Funding		\$4,478,048

Operating Summary - Utility Funds

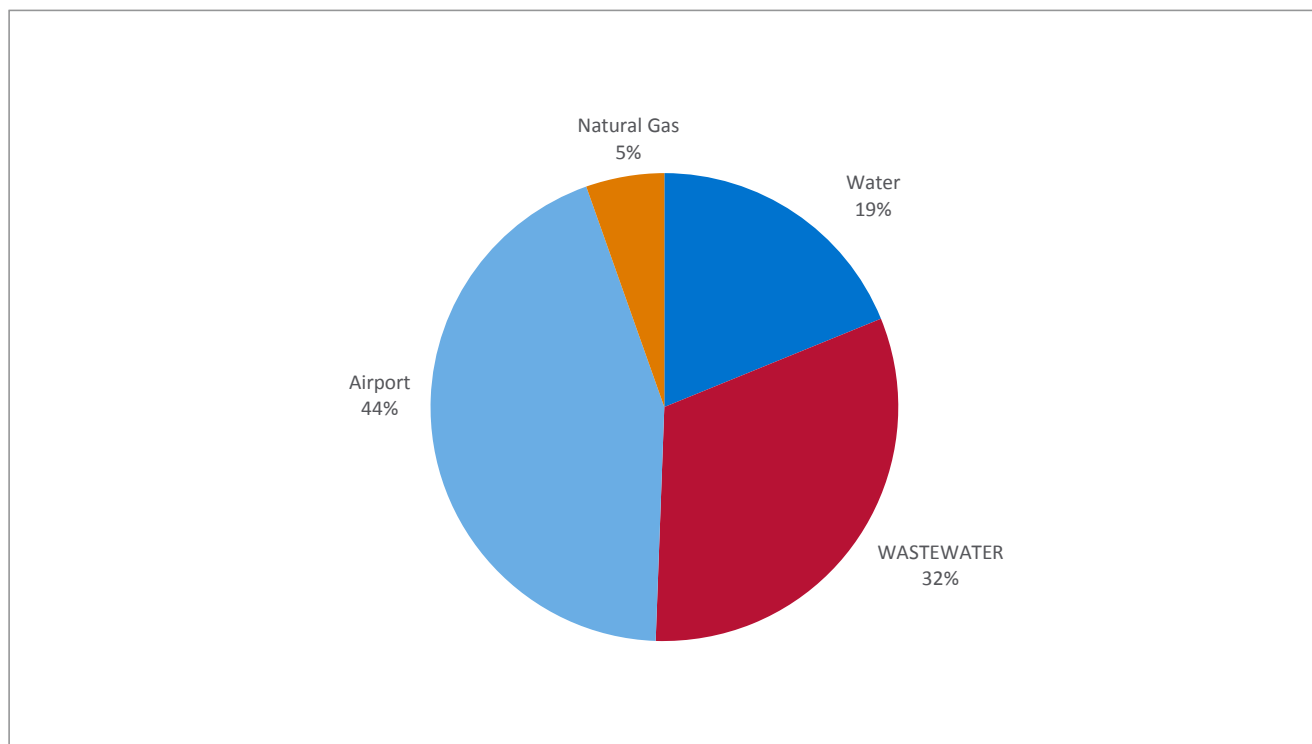
Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	(3,111,848)	(3,177,052)	(3,200,597)	(3,224,514)	(3,227,529)
Fees and Charges	(60,008,343)	(58,457,249)	(59,130,663)	(60,458,439)	(61,806,974)
Sales of Service	(54,544,861)	(53,079,538)	(54,448,753)	(55,860,481)	(57,293,096)
Other	-	-	-	-	-
User Fees	(5,463,482)	(5,377,712)	(4,681,909)	(4,597,958)	(4,513,878)
Other Revenue	(2,192,480)	(2,734,665)	(2,922,179)	(3,027,704)	(3,193,848)
Interest	(722,284)	(882,275)	(1,057,889)	(1,171,130)	(1,325,645)
Grants	(495,906)	(410,398)	(414,964)	(399,796)	(404,816)
Other	-	(467,702)	(475,037)	(482,487)	(489,097)
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(974,290)	(974,290)	(974,290)	(974,290)	(974,290)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(10,163,517)	(14,305,981)	(12,866,666)	(23,178,627)	(11,240,585)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	(5,354,094)	(5,354,097)	(5,354,097)	(5,354,097)	(4,864,097)
Accumulated Surplus	(4,809,423)	(8,951,884)	(7,512,569)	(17,824,530)	(6,376,488)
Total Revenue	(75,476,188)	(78,674,948)	(78,120,106)	(89,889,283)	(79,468,936)
Expenditures					
Salaries and Wages	10,455,808	10,864,984	11,320,921	11,705,927	12,160,117
Internal Equipment	1,141,247	1,164,938	1,191,732	1,219,142	1,247,182
Material and Other	13,818,864	14,357,267	14,923,413	14,723,143	15,294,197
Contract Services	597,215	618,363	639,921	662,632	686,176
Debt Interest	6,153,558	6,760,941	2,904,862	1,924,548	1,551,548
Debt Principal	8,776,712	8,976,621	5,896,365	3,218,491	2,385,582
Internal Allocations	8,146,048	7,510,643	7,560,403	7,560,403	7,560,403
Interdepartment Transfer	6,003,015	5,367,610	5,417,370	5,417,370	5,417,370
Interfund Transfer	2,143,033	2,143,033	2,143,033	2,143,033	2,143,033
Transfer to Funds	19,696,106	19,179,041	25,872,129	26,644,790	30,658,367
Special (Stat Reserve) Funds	156,310	156,310	156,310	156,310	156,310
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	19,539,796	19,022,731	25,715,819	26,488,480	30,502,057
Total Expenditures	68,785,558	69,432,798	70,309,746	67,659,076	71,543,572
Net Operating Expenditures	(6,690,630)	(9,242,150)	(7,810,360)	(22,230,207)	(7,925,364)

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Utility Funds - Net operating revenues

Net Operating Expenditure by Year



	2017	2018	2019	2020	2021
Water	(14,211,554)	(15,338,218)	(15,566,626)	(26,242,680)	(15,134,610)
Wastewater	(23,971,198)	(24,918,917)	(25,053,644)	(25,645,918)	(25,813,788)
Airport	(33,199,673)	(33,660,150)	(34,126,520)	(34,640,498)	(35,174,358)
Natural Gas	(4,093,763)	(4,757,663)	(3,373,315)	(3,360,188)	(3,346,180)
Total Revenue	(75,476,188)	(78,674,948)	(78,120,106)	(89,889,283)	(79,468,936)

Water

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	(1,684,935)	(1,514,472)	(1,538,017)	(1,561,934)	(1,583,154)
Fees and Charges	(12,012,809)	(9,915,412)	(10,273,207)	(10,643,917)	(11,006,345)
Sales of Service	(11,989,709)	(9,891,781)	(10,249,032)	(10,619,186)	(10,981,046)
Other	-	-	-	-	-
User Fees	(23,100)	(23,631)	(24,175)	(24,731)	(25,300)
Other Revenue	(180,260)	(579,275)	(587,211)	(595,273)	(602,425)
Interest	(106,780)	(38,093)	(38,694)	(39,306)	(39,848)
Grants	-	-	-	-	-
Other	-	(467,702)	(475,037)	(482,487)	(489,097)
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(73,480)	(73,480)	(73,480)	(73,480)	(73,480)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(333,550)	(3,329,059)	(3,168,191)	(13,441,555)	(1,942,685)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(333,550)	(3,329,059)	(3,168,191)	(13,441,555)	(1,942,685)
Total Revenue	(14,211,554)	(15,338,218)	(15,566,626)	(26,242,680)	(15,134,610)
Expenditures					
Salaries and Wages	2,592,856	2,698,165	2,818,834	2,898,485	3,010,946
Internal Equipment	346,094	353,031	361,151	369,457	377,955
Material and Other	2,492,791	2,770,522	2,875,948	2,270,762	2,358,868
Contract Services	427,965	444,570	461,487	479,393	497,993
Debt Interest	471,940	569,432	569,432	569,432	569,432
Debt Principal	333,486	423,489	423,489	423,489	423,489
Internal Allocations	1,978,710	1,773,310	1,798,590	1,798,590	1,798,590
Interdepartment Transfer	1,009,533	804,133	829,413	829,413	829,413
Interfund Transfer	969,177	969,177	969,177	969,177	969,177
Transfer to Funds	3,507,712	2,396,870	2,348,870	2,195,800	2,195,800
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	3,507,712	2,396,870	2,348,870	2,195,800	2,195,800
Total Expenditures	12,151,554	11,429,390	11,657,801	11,005,409	11,233,074
Net Operating Expenditures	(2,060,000)	(3,908,828)	(3,908,825)	(15,237,271)	(3,901,536)
Surplus/(Deficit) (Included Above)	1,311,912	(3,304,759)	(3,143,891)	(13,417,255)	(1,918,385)

Wastewater

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	(1,426,913)	(1,662,580)	(1,662,580)	(1,662,580)	(1,644,375)
Fees and Charges	(15,360,703)	(15,563,636)	(16,140,488)	(16,738,726)	(17,359,141)
Sales of Service	(15,360,703)	(15,563,636)	(16,140,488)	(16,738,726)	(17,359,141)
Other	-	-	-	-	-
User Fees	-	-	-	-	-
Other Revenue	(1,649,338)	(1,802,142)	(1,847,823)	(1,841,860)	(1,897,521)
Interest	(368,122)	(610,915)	(656,596)	(670,633)	(726,294)
Grants	(380,406)	(290,417)	(290,417)	(270,417)	(270,417)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	(900,810)	(900,810)	(900,810)	(900,810)	(900,810)
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(5,534,244)	(5,890,560)	(5,402,752)	(5,402,752)	(4,912,752)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	(5,354,094)	(5,354,097)	(5,354,097)	(5,354,097)	(4,864,097)
Accumulated Surplus	(180,150)	(536,463)	(48,655)	(48,655)	(48,655)
Total Revenue	(23,971,198)	(24,918,917)	(25,053,644)	(25,645,918)	(25,813,788)
Expenditures					
Salaries and Wages	3,458,678	3,591,659	3,752,831	3,873,915	4,024,222
Internal Equipment	766,013	782,097	800,085	818,487	837,312
Material and Other	3,524,190	3,482,338	3,614,850	3,713,554	3,857,640
Contract Services	41,170	42,767	44,395	46,117	47,907
Debt Interest	2,322,346	2,475,052	1,975,180	994,866	621,866
Debt Principal	4,180,587	4,279,950	4,273,529	1,595,655	762,746
Internal Allocations	4,672,327	4,242,322	4,266,802	4,266,802	4,266,802
Interdepartment Transfer	3,541,382	3,111,377	3,135,857	3,135,857	3,135,857
Interfund Transfer	1,130,945	1,130,945	1,130,945	1,130,945	1,130,945
Transfer to Funds	375,257	689,410	2,424,437	3,343,585	7,371,465
Special (Stat Reserve) Funds	156,310	156,310	156,310	156,310	156,310
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	218,947	533,100	2,268,127	3,187,275	7,215,155
Total Expenditures	19,340,568	19,585,595	21,152,108	18,652,982	21,789,960
Net Operating Expenditures	(4,630,630)	(5,333,322)	(3,901,536)	(6,992,937)	(4,023,828)
Surplus/(Deficit) (Included Above)	22,947	(487,808)	1,782,227	2,991,275	7,019,156

Airport

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(28,630,450)	(29,082,811)	(29,540,898)	(30,007,645)	(30,481,765)
Sales of Service	(27,194,449)	(27,624,121)	(28,059,232)	(28,502,568)	(28,952,909)
Other	-	-	-	-	-
User Fees	(1,436,001)	(1,458,690)	(1,481,666)	(1,505,076)	(1,528,856)
Other Revenue	(273,500)	(281,615)	(289,899)	(298,534)	(307,445)
Interest	(158,000)	(161,634)	(165,352)	(169,155)	(173,045)
Grants	(115,500)	(119,981)	(124,547)	(129,379)	(134,399)
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	(4,295,723)	(4,295,723)	(4,295,723)	(4,334,319)	(4,385,148)
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	(4,295,723)	(4,295,723)	(4,295,723)	(4,334,319)	(4,385,148)
Total Revenue	(33,199,673)	(33,660,150)	(34,126,520)	(34,640,498)	(35,174,358)
Expenditures					
Salaries and Wages	4,404,274	4,575,160	4,749,256	4,933,528	5,124,948
Internal Equipment	29,140	29,810	30,496	31,197	31,915
Material and Other	7,789,883	8,092,130	8,400,057	8,725,979	9,064,547
Contract Services	128,080	131,026	134,039	137,122	140,276
Debt Interest	1,116,250	732,250	360,250	360,250	360,250
Debt Principal	2,531,999	2,532,002	1,199,347	1,199,347	1,199,347
Internal Allocations	1,475,011	1,475,011	1,475,011	1,475,011	1,475,011
Interdepartment Transfer	1,432,100	1,432,100	1,432,100	1,432,100	1,432,100
Interfund Transfer	42,911	42,911	42,911	42,911	42,911
Transfer to Funds	15,725,036	16,092,761	17,778,064	17,778,064	17,778,064
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	15,725,036	16,092,761	17,778,064	17,778,064	17,778,064
Total Expenditures	33,199,673	33,660,150	34,126,520	34,640,498	35,174,358
Net Operating Expenditures	0	0	0	(0)	(0)
Surplus/(Deficit) (Included Above)	-	-	-	-	-

Natural Gas

Revenues and Expenditures by Year

	2017	2018	2019	2020	2021
Revenue					
Parcel Tax	-	-	-	-	-
Fees and Charges	(4,004,381)	(3,895,390)	(3,176,069)	(3,068,151)	(2,959,722)
Sales of Service	-	-	-	-	-
Other	-	-	-	-	-
User Fees	(4,004,381)	(3,895,390)	(3,176,069)	(3,068,151)	(2,959,722)
Other Revenue	(89,382)	(71,634)	(197,246)	(292,037)	(386,458)
Interest	(89,382)	(71,634)	(197,246)	(292,037)	(386,458)
Grants	-	-	-	-	-
Other	-	-	-	-	-
Services to Other Governments	-	-	-	-	-
Interdepartment Transfer	-	-	-	-	-
Interfund Transfer	-	-	-	-	-
Transfers from Funds	-	(790,639)	-	-	-
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	-	(790,639)	-	-	-
Total Revenue	(4,093,763)	(4,757,663)	(3,373,315)	(3,360,188)	(3,346,180)
Expenditures					
Salaries and Wages	-	-	-	-	-
Internal Equipment	-	-	-	-	-
Material and Other	12,000	12,276	32,558	12,847	13,142
Contract Services	-	-	-	-	-
Debt Interest	2,243,022	2,984,207	-	-	-
Debt Principal	1,730,640	1,741,180	-	-	-
Internal Allocations	20,000	20,000	20,000	20,000	20,000
Interdepartment Transfer	20,000	20,000	20,000	20,000	20,000
Interfund Transfer	-	-	-	-	-
Transfer to Funds	88,101	-	3,320,757	3,327,341	3,313,038
Special (Stat Reserve) Funds	-	-	-	-	-
Development Cost Charges	-	-	-	-	-
Accumulated Surplus	88,101	-	3,320,757	3,327,341	3,313,038
Total Expenditures	4,093,763	4,757,663	3,373,315	3,360,188	3,346,180
Net Operating Expenditures	0	0	0	0	0
Surplus/(Deficit) (Included Above)	88,101	(790,639)	3,320,757	3,327,341	3,313,038

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Capital Summary - Utility Funds

	2017	2018	2019	2020	2021
Water	3,503,440	4,661,000	4,433,000	15,690,000	4,110,000
Wastewater	7,000,630	9,100,000	3,960,000	17,022,000	11,749,300
Airport	42,039,720	23,568,309	17,036,558	32,769,204	34,560,999
	52,543,790	37,329,309	25,429,558	65,481,204	50,420,299

Funding Sources:

Water Utility Operating	2,060,000	3,908,828	3,908,825	15,237,271	3,901,536
Wastewater Utility Operating	4,630,630	5,333,322	3,901,536	6,992,936	4,023,828
Reserves/Surplus	38,950,790	23,568,309	17,036,558	32,769,204	34,560,999
Development Cost Charges	1,409,370	4,368,850	432,639	10,331,793	7,783,936
Debenture Borrowing	-	-	-	-	-
Federal/Provincial Contributions	5,343,000	-	-	-	-
Dev/Comm/Other Contributions	150,000	150,000	150,000	150,000	150,000
	52,543,790	37,329,309	25,429,558	65,481,204	50,420,299

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Water Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
1.	DCC Pipes (Mains)	-	551,000	-	11,580,000	-
2.	DCC Booster Stations and PRV's	-	-	323,000	-	-
3.	DCC Water Treatment	-	-	-	-	-
4.	DCC Reservoirs and Filling Stations	-	-	-	-	-
5.	DCC Offsite and Oversize	60,000	60,000	60,000	60,000	60,000
6.	Network and Facility Renewal	2,993,440	3,900,000	3,900,000	3,900,000	3,900,000
7.	Network and Facility Improvements	450,000	150,000	150,000	150,000	150,000
		3,503,440	4,661,000	4,433,000	15,690,000	4,110,000

Funding Sources:

General Taxation	-	-	-	-	-
Surplus/Reserves	1,263,440	-	-	-	-
Development Cost Charges	30,000	602,172	374,175	302,729	58,464
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	150,000	150,000	150,000	150,000	150,000
Utility Revenue	2,060,000	3,908,828	3,908,825	15,237,271	3,901,536
	3,503,440	4,661,000	4,433,000	15,690,000	4,110,000

5 Year Total Funding	32,397,440
5 Year Utility Operating Funding	29,016,460

Water Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	DCC Pipes (Mains) New water mains to accommodate growth.	12,131,000
2.	DCC Booster Stations and PRV's New booster stations & PRV's to accommodate growth.	323,000
3.	DCC Water Treatment New treatment capacity and facilities to accommodate growth.	-
4.	DCC Reservoirs and Filling Stations New reservoirs and filling stations to accommodate growth.	-
5.	DCC Offsite and Oversize The City's share of costs to oversize water infrastructure and to do work in excess of the developer's own needs.	300,000
6.	Network and Facility Renewal Renewal of existing water mains, booster stations, PRVs, water treatment systems, reservoirs and filling stations that have reached the end of their service life.	18,593,440
7.	Network and Facility Improvements Expansion or upgrade of Water network and facilities to accommodate growth, meet regulatory requirements and/or improve service.	1,050,000
5 Year Total Funding		32,397,440

Wastewater Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
1.	DCC Pipes (Mains)	4,230,000	5,140,000	-	3,970,000	7,789,300
2.	DCC Lift Stations	-	-	-	1,274,000	-
3.	DCC Wastewater Treatment Facilities	-	-	-	7,818,000	-
4.	DCC Oversize	60,000	60,000	60,000	60,000	60,000
5.	Network and Facility Renewal	2,210,630	3,800,000	3,800,000	3,800,000	3,800,000
6.	Network and Facility Improvements	500,000	100,000	100,000	100,000	100,000
		7,000,630	9,100,000	3,960,000	17,022,000	11,749,300

Funding Sources:

General Taxation	-	-	-	-	-
Surplus/Reserves	990,630	-	-	-	-
Development Cost Charges	1,379,370	3,766,678	58,464	10,029,064	7,725,472
Debenture/Borrowing	-	-	-	-	-
Federal/Provincial Funding	-	-	-	-	-
Dev/Comm/Other Contributions	-	-	-	-	-
Utility Revenue	4,630,630	5,333,322	3,901,536	6,992,936	4,023,828
	7,000,630	9,100,000	3,960,000	17,022,000	11,749,300

5 Year Total Funding	48,831,930
5 Year Utility Operating Funding	24,882,252

Wastewater Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	DCC Pipes (Mains) New wastewater mains to support growth.	21,129,300
2.	DCC Lift Stations New wastewater lift stations to support growth.	1,274,000
3.	DCC Wastewater Treatment Facilities New wastewater treatment facilities to support growth.	7,818,000
4.	DCC Oversize The City's share of costs to oversize wastewater infrastructure and to do work in excess of the developer's own needs.	300,000
5.	Network and Facility Renewal Renewal of existing wastewater mains, lift stations and treatment facilities that have reached the end of their service life.	17,410,630
6.	Network and Facility Improvements Expansion or upgrade of Wastewater network and facilities to accommodate growth, meet regulatory requirements and/or improve service.	900,000
5 Year Total Funding		48,831,930

Airport Capital

Plan No.	Plan Description	2017	2018	2019	2020	2021
1.	Regular Reserve Funded Projects	9,623,580	13,344,154	10,259,042	19,236,333	6,286,333
2.	AIF Funded Capital Projects	32,316,140	10,124,155	6,677,516	13,432,871	28,174,666
3.	Small Capital Projects	100,000	100,000	100,000	100,000	100,000
4.	Federal Funded Projects		0	0	0	
		42,039,720	23,568,309	17,036,558	32,769,204	34,560,999

Funding Sources:

Airport Groundside Reserve	7,444,463	5,962,487	8,717,375	13,269,667	5,269,667
Airport Airside Reserve	872,474	6,383,333	658,333	5,083,333	133,333
Airport Terminal Building Reserve	1,406,643	1,098,333	983,333	983,333	983,333
Airport Improvement Fee Reserve	26,973,140	10,124,155	6,677,516	13,432,871	28,174,666
AIF Debenture/Borrowing		0	0	0	
Developer/Community Contributions		0	0	0	
Federal/Provincial	5,343,000	0	0	0	0
	42,039,720	23,568,309	17,036,558	32,769,204	34,560,999

5 Year Total Funding	149,974,790
5 Year Utility Operating Funding	-

Airport Capital

Plan No.	Plan Description	Total Project Cost (5 Yrs)
1.	Regular Reserve and Developer/Community Funded Projects Funding for building repairs and upgrades, equipment purchases and airside improvements.	58,749,442
2.	Airport Improvement Fee (AIF) Funded Projects Funding for the completion of the airside corridor extension and apron expansion and project management.	90,725,348
3.	Small Capital Projects Funding for minor capital projects which need to be implemented expeditiously.	500,000
4.	Federal/Provincial Funded Projects Federally funded projects for security and other airport enhancements.	-
5 Year Total Funding		149,974,790



City of
Kelowna

2017 Final Budget & 5-Year Financial Plan

May 1, 2017

Agenda

- ▶ Regulatory requirements
- ▶ Provisional budget
- ▶ Final budget
- ▶ 5-year Financial Plan
- ▶ Taxation impacts

Regulatory requirements

- ▶ Community Charter states:
 - ▶ Must be adopted by bylaw
 - ▶ 5-year planning period
 - ▶ Must include proposed expenditures & funding sources
 - ▶ Must include objectives & policies

Provisional budget

Council approved in December:

Provisional tax demand

Protective services (Bldg & Contract)

Other

Tax increase

\$126.9 M

1.56%

2.30%

3.86%

Final budget

Includes recent impacts:

Provisional tax demand

Operating requests

Capital requests

2017 Final tax demand

New construction revenue

Final tax rate

\$126.9 M

\$179,200

\$0

\$127.1 M

\$200,000

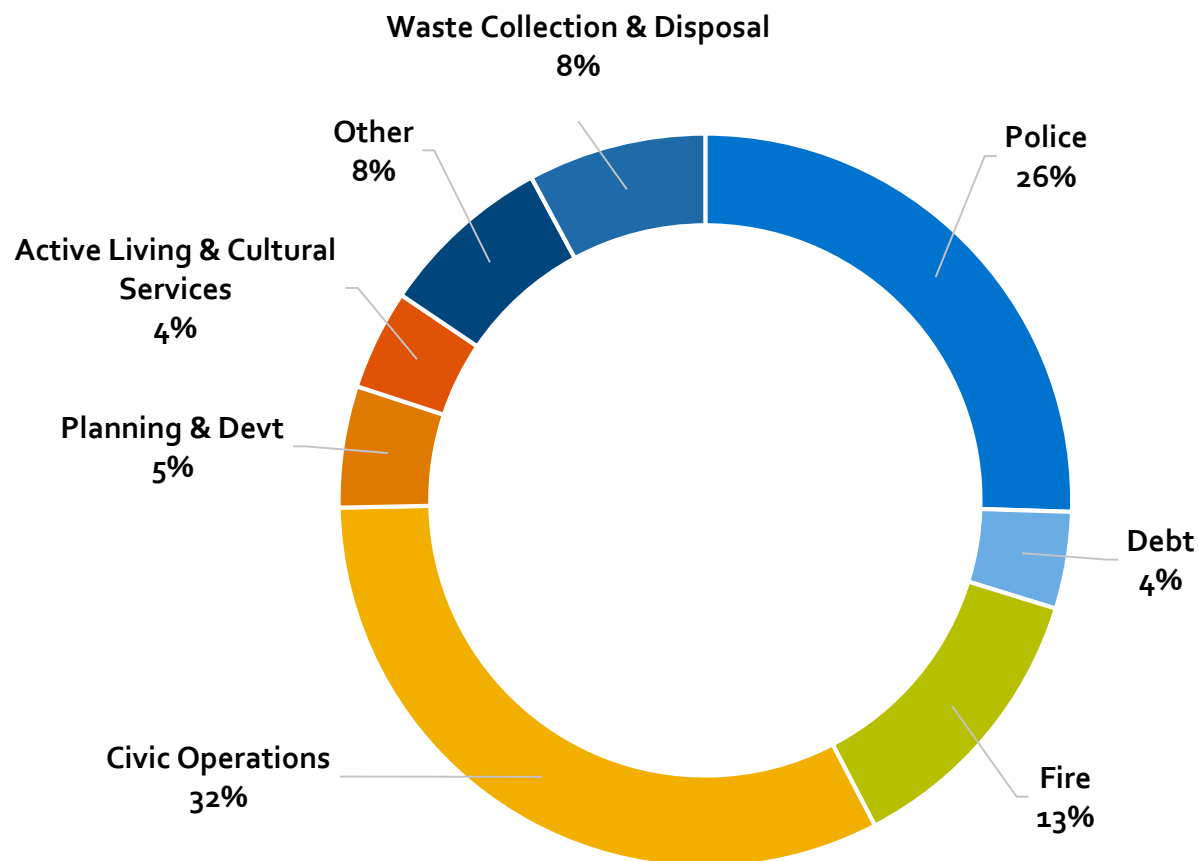
3.84%

Final budget requests

- ▶ General Fund
 - ▶ Operating x 3
- ▶ Utility Funds – no tax impact
 - ▶ Water x 1
 - ▶ Wastewater x 1

Final budget

Allocation of tax dollars



2018 impacts

Additional cost increase

\$860,640

Contractual obligations

2,803,600

One time costs

(669,540)

Total impacts

\$2,994,700

Impact on the 2018 budget

2.36%

5-year Financial Plan

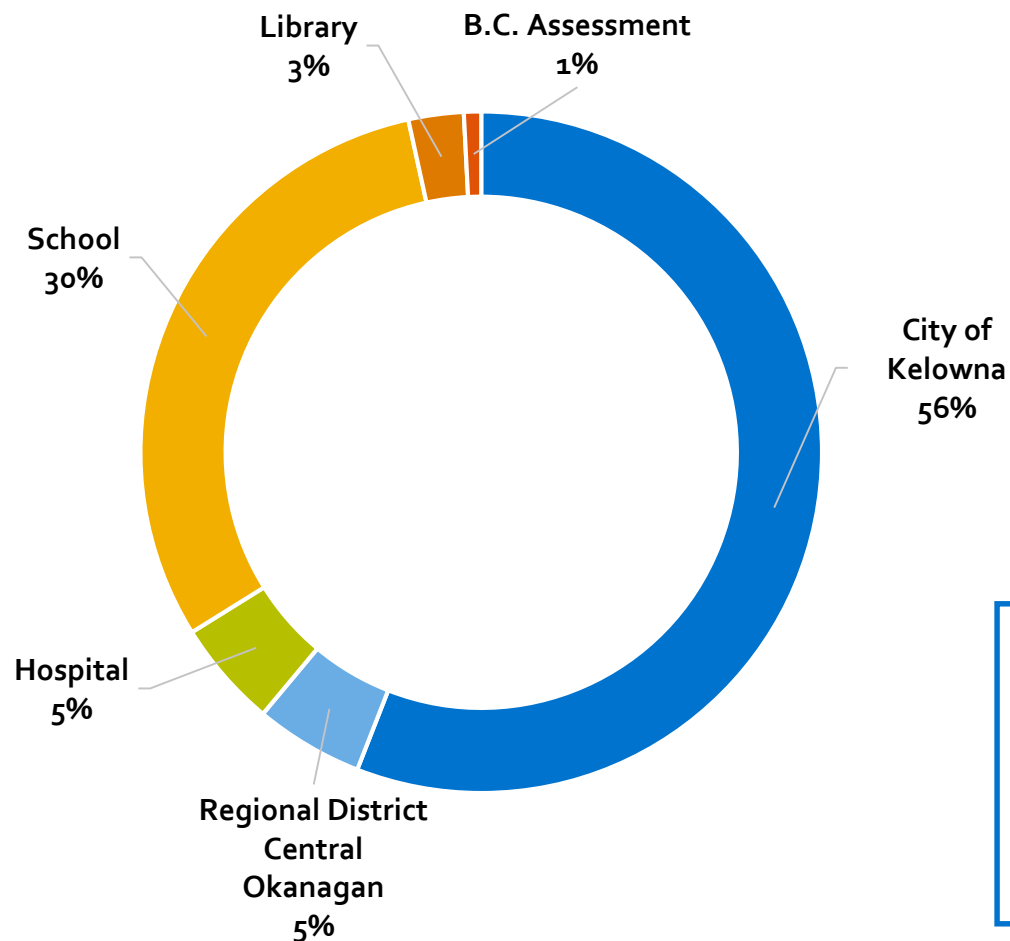
(in millions)

	2018	2019	2020	2021	2022
General revenues	\$12.1	\$12.4	\$12.7	\$13.0	\$13.4
Net operating budget	\$127.0	\$132.8	\$138.0	\$142.6	\$148.3
Pay-as-you-go capital	\$12.2	\$13.0	\$13.8	\$14.7	\$15.6
Taxation demand	\$127.1	\$133.4	\$139.1	\$144.3	\$150.5
Municipal tax rate	3.84%	3.59%	2.97%	2.52%	3.31%

5-year financial plan

- ▶ Objectives and policies
 - ▶ Funding sources
 - ▶ Distribution of property tax
 - ▶ Permissive tax exemptions

Taxation impacts



Municipal	\$127.1 M
RDCO	\$11.7 M
Hospital	\$11.5 M
School	\$69.1 M
Library	\$5.9 M
BCAA	\$1.9 M

Taxation impacts - residential

	2017	Difference	Change
Average assessed value	\$556,210	\$54,800	10.93%
Municipal	\$1,932	\$71.46	3.84%
School (net)	\$175	\$18.52	2.0%
Others	\$448	(\$2.84)	(0.63%)
Total tax levy	\$2,555	\$87.14	3.53%

Taxation impacts - business

	2017	Difference	Change
Average assessed value	\$1.36M	\$76,200	5.94%
Municipal	\$10,843	\$400.96	3.84%
School	\$7,066	\$138.54	2.00%
Others	\$2,694	(\$105.62)	(3.77%)
Total tax levy	\$20,603	\$433.88	2.15%



Next up: Review final budget requests



City of
Kelowna

2017 Financial Plan

Volume 3 – Final budget requests

Operating requests

Request: Paddle Trail Project

Reason: This request is to partner with community paddling organizations to construct a 20km paddle trail from Bertram Creek Park to McKinley Landing, as part of the Active by Nature initiative and the Canada 150 Program.

Amount: \$50,000

Impact: Increase to Tax Demand



Operating requests

Request:	FortisBC Gas Franchise Fee Revenue
Reason:	This request is to adjust the franchise fee revenue due from FortisBC to \$1,080,550 from the 2017 provisional amount of \$1,209,750. The fee is based on 3% of the gross revenues from natural gas sales within the City of Kelowna during the 2016 calendar year.
Amount:	\$129,200
Impact:	Increase to Tax Demand



Operating requests

Request: Transmission of Taxes - BIA's and Other Governments

Reason: To establish the receipt and disbursement of taxes to Business Improvement Areas (BIA's) and other governments.

Amount: \$101,170,993

Impact: No Impact to Tax Demand

Regional District Central Okanagan	11,678,717
Regional Hospital	11,530,108
School Tax	69,120,918
Okanagan Regional Library	5,950,303
B.C. Assessment Authority	1,857,389
Kelowna Downtown BIA	857,398
Uptown Rutland BIA	176,160

Operating requests

Wastewater Fund

Request:	McCarthy Lift Station
Reason:	To establish the annual budget for operations of the new developer contributed McCarthy Lift Station.
Amount:	\$21,700
Impact:	No Impact to Tax Demand



Capital requests

Water Fund

Request: Skyline Pump Station Repairs

Reason: This request is to replace and relocate key electrical equipment from the underground chamber to above ground pads at the Skyline Pump Station in conjunction with the Fortis BC project to replace and relocate the transformer outside of the confined space.

Amount: \$235,000

Impact: No Impact to Tax Demand





Questions?

For more information, visit kelowna.ca.

CITY OF KELOWNA

BYLAW NO. 11394

Five Year Financial Plan 2017-2021

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

1. Schedule "A" attached hereto and forming part of this bylaw is hereby declared to be the Five Year Financial Plan of the City of Kelowna for the period January 1st, 2017 to and including December 31st, 2021.
2. Schedule "B" attached hereto and forming part of this bylaw is hereby declared to be the Statement of Objectives and Policies in accordance with Section 165 (3.1) of the *Community Charter*.
3. This bylaw may be cited for all purposes as the "Five Year Financial Plan Bylaw, 2017-2021, No. 11394".

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 Financial Plan 2017-2021

	2017	2018	2019	2020	2021	2022-2030
Revenue						
Property Value Tax	127,084,020	133,391,291	139,053,656	144,269,573	150,520,650	1,626,957,293
Library Requisition	5,950,303	6,087,160	6,227,165	6,370,389	6,516,908	65,827,989
Parcel Taxes	3,154,723	3,219,927	3,243,472	3,267,389	3,270,404	30,397,286
Fees and Charges	112,092,717	111,618,043	113,553,866	116,187,523	118,880,575	1,197,504,937
Borrowing Proceeds	15,930,220	-	-	-	4,000,000	85,000,000
Other Sources	61,502,462	44,637,704	51,851,029	49,362,073	48,664,370	510,506,871
	325,714,445	298,954,125	313,929,188	319,456,947	331,852,907	3,516,194,376
Transfer between Funds						
Reserve Funds	1,862,704	1,181,537	1,181,537	1,181,537	1,181,537	8,964,865
DCC Funds	15,026,440	21,285,497	20,395,246	34,338,223	27,705,741	147,695,751
Surplus/Reserve Accounts	94,892,394	54,747,743	44,371,689	75,275,798	55,421,482	401,455,575
	111,781,538	77,214,777	65,948,472	110,795,558	84,308,760	558,116,191
Total Revenues	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567
Expenditures						
Municipal Debt						
Debt Interest	10,903,509	11,402,726	7,012,004	5,820,503	5,563,242	57,855,894
Debt Principal	13,415,274	13,390,117	9,443,635	6,341,502	5,650,037	59,279,959
Capital Expenditures	146,353,980	82,197,028	79,717,588	126,646,378	100,908,563	839,794,836
Other Municipal Purposes						
General Government	28,632,154	29,165,952	30,372,095	31,185,781	32,108,825	339,165,816
Planning, Development & Building Services	25,025,561	22,786,911	23,435,872	24,239,675	25,093,720	260,900,296
Community Services	82,712,019	83,786,798	86,313,299	88,685,655	91,764,488	977,545,000
Protective Services	53,411,325	55,945,963	58,746,411	61,497,356	64,184,677	692,031,304
Utilities	20,332,794	20,213,058	20,847,530	20,568,409	21,111,378	216,312,957
Airport	13,826,388	14,303,137	14,788,859	15,302,837	15,836,697	168,386,749
	394,613,004	333,191,691	330,677,293	380,288,096	362,221,626	3,611,272,811
Transfers between Funds						
Reserve Funds	16,986,375	17,218,906	16,760,485	16,746,771	16,703,194	148,571,969
DCC Funds	-	-	-	-	-	-
Surplus/Reserve Accounts	25,896,604	25,758,306	32,439,882	33,217,638	37,236,846	314,465,787
	42,882,979	42,977,212	49,200,367	49,964,409	53,940,040	463,037,756
Total Expenditures	437,495,983	376,168,902	379,877,660	430,252,505	416,161,666	4,074,310,567

**Schedule “B”
Statement of Objectives and Policies**

In accordance with Section 165(3.1) of the *Community Charter*, municipalities are required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

- (a) For each of the funding sources described in Section 165(7) of the *Community Charter*, the proportion of total revenue that is proposed to come from that funding source;
- (b) The distribution of property value taxes among the property classes that may be subject to taxes; and
- (c) The use of permissive tax exemptions.

Funding Sources

Table 1 shows the proportion of total revenue proposed to be raised from each funding source in 2017. Property taxes and fees and charges are two of the largest sources of revenue. Both have advantages in that they are stable, relatively simple to administer and are generally understood by citizens. The City of Kelowna also utilizes funds from reserves and surplus as another main source of financial support. Reserve funds are closely managed to ensure and protect the current and future financial viability of the municipality. Other sources of revenue may be variable and fluctuate from year to year depending on the economic influences and capital programs undertaken by the City.

Objectives

- Investigate other potential funding sources and securing opportunities for additional revenues.
- Begin to decrease the municipality’s reliance on property taxes and explore opportunities to increase the percent of total revenue received from user fees and charges and senior government grants.
- Maintain a fees and charges structure whereby increases are applied on a regular basis in line with inflation, while ensuring that service levels remain competitive and affordable.

Policies

- Pursue non-property tax revenues whenever possible through applying for government grants and charging user fees at appropriate levels.
- Perform regular reviews of revenue generating areas for appropriate application of rate increases.
 - Planning and Development Fees.
 - Recreation & Cultural Services - application of BC Consumer Price Index.
 - Utility Revenues - ensure Utilities operate as self-supporting enterprise funds.
- Increase provincial and federal grant revenue through maximum utilization of the City’s Grant Manager position.

Table 1: Sources of Revenue

Revenue Source	Revenue \$ (000’s)	% of Revenue
Property Value Tax	127,084	29%
Library Requisition	5,950	1%
Parcel Taxes	3,155	1%
Fees & Charges	112,093	26%
Borrowing Proceeds	15,930	4%
Other Sources	61,502	14%
Reserve Funds/Accounts	111,782	25%
Total	437,496	100%

Distribution of Property Tax Rates

Table 2 outlines the council approved municipal tax distribution policy for 2016 and the relative proportion of tax revenues. Projected revenues from the combined residential, recreational and Non-Profit classes, provides the largest proportion of property tax revenue. This cumulative class represents the largest tax assessment base and hence utilizes the majority of City services.

Objectives

- Provide an effective tax change that is the same for all property classes.
- Ensure that business and light industry property tax ratios remain below the average of BC municipalities with populations greater than 75,000.
- Allow for a maximum ratio cap of 3.00:1 for the Light Industrial/Business class.

Policies

- Council will annually review and modify tax class ratios to provide an effective tax change that is the same for all classes.
- The impacts on other property classes from administering a ratio cap on the Light Industrial/Business classes will be reported to Council during the annual Tax Distribution Policy review.
- Regularly review and compare the City's relative position in terms of distribution of taxes to other similarly sized municipalities in British Columbia.

Table 2: Tax Class Ratios and Projected Revenues

Property Class	Description	2017 Tax Class Ratios	Tax Revenue (000's)	2016 Tax Class Ratios
01/08/03	Res/Rec/NP/SH	1.0000:1	88,500	1.0000:1
02	Utilities	5.3182:1	606	5.0458:1
04	Major Industrial	5.8019:1	428	3.7328:1
05/06	Light Ind/Bus/Other	2.2967:1	37,008	2.1934:1
09	Farm Land	0.1357:1	10	0.1275:1
91	Farm Improvements	0.4810:1	532	0.4801:1
	Total Revenues		127,084	

Property Tax Exemptions

The City has an existing permissive tax exemption policy which guides the administration and approval of permissive tax exemptions. Some of the eligibility criteria for permissive tax exemptions that are outlined in the policy include the following:

- The applicant must qualify for an exemption under the provisions of the Community Charter.
- The organization receiving an exemption must be a registered non-profit society or registered charity, as the support of the municipality will not be used for commercial and private gain.
- The tax exemption must demonstrate benefit to the community and residents of the City by enhancing the quality of life (spiritually, educationally, socially and culturally), while delivering services economically to the citizens within the community.

The value of tax exemptions provided by Council for 2017 (based on 2016 assessment totals and tax rates) is \$2,030,030. The following breaks down the total into various exemption categories and the exemption value for the category:

Places of Worship - \$ 280,698
Private schools - \$ 169,575
Hospitals - \$ 16,159
Special Needs Housing - \$ 58,521
Social Services - \$185,070
Public Park, Athletic or Recreational - \$ 442,461
Cultural - \$ 325,133
Partnering, Heritage or Other Special Exemptions Authority - \$ 325,231
Revitalization - \$ 227,182

In order to encourage the restoration and preservation of commercial, industrial and institutional building, properties that meet the criteria outlined in the Heritage Building Tax Incentive Program policy can receive a tax exemption.

The establishment of the Revitalization Tax Exemption policy allows qualifying properties within the Downtown Urban Centre and Rutland Urban Centre areas to receive a tax exemption.

Objectives

- Continue to provide permissive tax exemptions to support qualifying organizations that improve the well-being of the community.
- The municipality will continue to provide heritage and revitalization tax exemptions for qualifying properties.

Policies

- Permissive tax exemptions will be considered to encourage activities that: (a) are consistent with the quality of life objectives of the municipality; (b) provide direct access and benefit to the public; and (c) would otherwise be provided by the municipality.
- To meet the city's commitment to the ongoing restoration, preservation and maintenance of buildings and structures on its Heritage Register, eligible properties will be considered for a tax exemption.
- To support the city's revitalization program of the Downtown Urban Centre and Rutland Urban Centre, qualifying properties will be considered for a tax exemption.

CITY OF KELOWNA
BYLAW NO. 11395
Tax Structure Bylaw, 2017

WHEREAS the Letters Patent of the City of Kelowna provide that the municipality may be divided into two (2) or more taxation areas by bylaw adopted prior to the adoption of the Annual Budget Bylaw;

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

1. **Taxation Area 1**

 All lands and improvement thereon classified for assessment purposes as “Farm”.

2. **Taxation Area 2**

 All lands and improvements thereon not included in Taxation Area 1.

3. This bylaw shall be applicable for the 2017 taxation year.

4. This bylaw may be cited for all purposes as “Tax Structure Bylaw, 2017 No. 11395”.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11396

Annual Tax Rates Bylaw, 2017

WHEREAS the Letters Patent dated the Twenty-fifth day of April, 1973 for the City of Kelowna provides for differing levels of taxation taking into consideration the extent of level of services being provided to different areas within the municipality.

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

1. The following rates are hereby imposed and levied for the taxation year 2017:
 - (a) For all lawful General purposes of the municipality on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "A" of Schedule 1 of this Bylaw;
 - (b) For Debt purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "B" of Schedule 1 of this Bylaw;
 - (c) For purposes of the Okanagan Regional Library on the assessed value of land and improvements taxable for Regional Library purposes, rates appearing in column "C" of Schedule 1 of this Bylaw;
 - (d) For Hospital purposes on the assessed value of land and improvements taxable for Regional Hospital District purposes, rates appearing in column "D" of Schedule 1 of this Bylaw;
 - (e) For purposes of the Regional District of Central Okanagan on the assessed value of land and improvements taxable for Regional District purposes, rates appearing in column "E" of Schedule 1 of this Bylaw;
 - (f) For purposes of the Regional District of Central Okanagan on the assessed value of land only for the Regional District of Central Okanagan Sterile Insect Release Program, rates appearing in column "F" of Schedule 1 of this Bylaw; and
 - (g) For Local Service Area purposes on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in columns "A" and "B" of Schedule 2 of this Bylaw.
2. This bylaw may be cited as "Annual Tax Rates Bylaw, 2017 No. 11396".

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 1**CITY OF KELOWNA****GENERAL MUNICIPAL, DEBT, HOSPITAL AND REGIONAL DISTRICT
TAX RATES - 2017**

PROPERTY CLASS		TAX RATES (DOLLAR OF TAX PER \$1,000 TAXABLE VALUE)					TAXABLE LAND ONLY
		A GENERAL MUNICIPAL	B DEBT	C LIBRARY	D REGIONAL HOSPITAL DISTRICT	E REGIONAL DISTRICT	F REGIONAL DISTRICT SIR
01	Residential	3.3184	0.1558	0.1624	0.3025	0.2781	0.0387
02	Utilities	17.6482	0.8285	0.8634	1.0588	0.9735	0.1353
03	Supportive Housing	3.3184	0.1558	0.1624	0.3025	0.2781	0.0387
04	Major Industrial	19.2533	0.9039	0.9420	1.0285	0.9457	0.1315
05	Light Industrial	7.6214	0.3578	0.3729	1.0285	0.9457	0.1315
06	Business/Other	7.6214	0.3578	0.3729	0.7412	0.6814	0.0947
08	Recreation/Non-Profit	3.3184	0.1558	0.1624	0.3025	0.2781	0.0387
09	Farm:						
	a) Land	0.4573	0.0211	0.0216	0.3025	0.2781	0.0387
	b) Improvements	1.5962	0.0749	0.0781	0.000	0.0000	0.0000

SCHEDULE 2

CITY OF KELOWNA

2017 LOCAL SERVICE AREA TAX RATES

PROPERTY CLASS	A	B
	DOWNTOWN BUSINESS IMPROVEMENT AREA	UPTOWN RUTLAND BUSINESS IMPROVEMENT AREA
1. RESIDENTIAL	0	0
2. UTILITY	0	0
4. INDUSTRIAL - MAJOR	0	0
5. INDUSTRIAL - LIGHT	1.4414	1.1646
6. BUSINESS	1.4414	1.1646
7. TREE FARM	0	0
8. SEASONAL	0	0
9. FARM		
a) LAND	0	0
b) IMPROVEMENT	0	0

CITY OF KELOWNA

BYLAW NO. 11397

Development Cost Charge Reserve Fund Expenditure Bylaw, 2017

WHEREAS, there is an unappropriated balance in the Development Cost Charge Reserve Fund established under Bylaw No. 7112, which has most recently been replaced by Bylaw No. 11397, of Twenty Five Million, Three Hundred and Seventy Three Thousand, Six Hundred and Seventy four dollars (\$ 25,373,674.00) as at January 1, 2017.

AND WHEREAS, it is deemed desirable to expend a portion of the monies set aside under said Bylaw No. 7112, which has most recently been replaced by Bylaw No. 11397, for the purpose of utility, road and land improvement and additions;

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

1. The sum of Twenty Five Million, Three Hundred and Seventy Three Thousand, Six Hundred and Seventy four dollars (\$ 25,373,674.00) is hereby appropriated from the Development Cost Charge Reserve Fund to be expended in 2017 for the following purposes:

Land for Park Purposes	\$ 2,098,574.00
Road Construction	\$ 12,541,924.00
Water Mains, Pump Stations & Reservoir Construction	\$ 3,310,227.00
Wastewater Trunks, Plant & Debt Repayment	\$ 7,422,949.00
	<u>\$ 25,373,674.00</u>

2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of Council.
3. Should any of the above remain unexpended after the expenditures hereby authorized have been made, the unexpended balance shall be returned to the credit of the Development Cost Charge Reserve Fund.
4. This bylaw may be cited as the "Development Cost Charge Reserve Fund Expenditure Bylaw, 2017, No. 11397".

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11398

Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2017

WHEREAS, there is an unappropriated balance in the Sale of City-Owned Land Reserve Fund of Nine Million, Four Hundred and Forty Two Thousand, Five Hundred and Thirty Two Dollars (\$9,442,532.00) as at January 1st, 2017;

AND WHEREAS, it is deemed desirable to expend a portion of the monies set aside under said Sale of City-Owned Land Reserve Fund for the purpose of land purchases and enhancements set out below;

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

1. The sum of Nine Million, Four Hundred and Forty Two Thousand, Five Hundred and Thirty Two Dollars (\$9,442,532.00) as at January 1st, 2017 is hereby appropriated from the Sale of City-Owned Land Reserve Fund to be expended in 2017 for the following purposes:

General Land	\$ 6,448,810.00
Parks Land	\$ 926,017.00
Housing Opportunity	\$ 2,067,705.00
	<u>\$ 9,442,532.00</u>

2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of Council.
3. Should any of the above remain unexpended after the expenditures hereby authorized have been made, the unexpended balance shall be returned to the credit of the City-Owned Land Reserve Fund.
4. This bylaw may be cited as the "Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2017, No. 11398."

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

Report to Council



Date: May 1, 2017
File: 0710-40
To: City Manager
From: Ross Soward, Planner Specialist
Subject: Rental Housing Agreements – Spring 2017

Recommendation:

THAT Council, receives, for information, the Report from the Planner Specialist dated May 1, 2017 recommending that Council adopt the following Housing Agreement bylaws for five of the approved rental housing grants.

THAT Bylaw No. 11385 authorizing a Housing Agreement between the Al Stober Construction Ltd., which requires the owners to designate 43 units dwelling units in a purpose-built rental housing for Lot A, District Lot 141, ODYD, Plan EPP63348 at 1545 Bedford Avenue, Kelowna, BC, be forwarded for reading consideration.

THAT Bylaw No. 11386 authorizing a Housing Agreement between the City of Kelowna and 1067683 B.C. Ltd., which requires the owners to designate 111 dwelling units in a purpose-built rental housing for Lot B, Section 33 Township 26, ODYD, Plan 22004 Except Plan EPP65658 at 1975 Kane Road, Kelowna, BC, be forwarded for reading consideration.

THAT Bylaw No. 11387 authorizing a Housing Agreement between the City of Kelowna and 1920 Enterprise Way - Mission Group Rentals Ltd., which requires the owners to designate 69 dwelling units in a purpose-built rental housing for Lot C, District Lot 140, ODYD, Plan KAP58184 at 1920 Enterprise Way, Kelowna, BC, be forwarded for reading consideration.

THAT Bylaw No. 11388 authorizing a Housing Agreement between the City of Kelowna and U Five-Mission Group Rentals Ltd., which requires the owners to designate 108 dwelling units in a purpose-built rental housing for Lot A, Section 3 Township 23 ODYD, Plan EPP64623 at 755 Academy Way, Kelowna, BC be forwarded for reading consideration.

THAT Bylaw No. 11389 authorizing a Housing Agreement between the City of Kelowna and Highstreet Mission Flats Apartments Ltd., which requires the owners to designate 280 dwelling units in a purpose-built rental housing for Lot A, District Lot 131, ODYD, Plan KAP86112 at 1459-1469 KLO Road, Kelowna, BC, in the form attached to the report from the Planner Specialist, dated May 1, 2017;

AND THAT Bylaws No. 11385, 11386, 11387, 11388 and 11389 be forwarded for final reading consideration.

Purpose:

To consider the Housing Agreements for five of the purpose-built rental housing projects that were approved for rental housing grants, in accordance with Council Policy No. 335.

Background:

On January 16, 2017 Council approved funding for 11 rental housing grants, supporting 1,043 rental housing units. Since receiving Council approval, staff has reached out to all successful applicants to notify them of their grant amount and the conditions to receive funding (DCC credit). In order to bring forward the housing agreements for Council approval in an efficient manner, staff have grouped the 11 projects into two groups. The five housing agreements included in this report represent the first group of rental housing grant recipients with housing agreements ready for adoption. The projects in the first group were selected based on the fact that they have received or applied for a building permit and are poised to begin construction in 2017 or have already started construction.

In accordance with the City's Rental Housing Grants Policy all rental housing grant projects are required to enter into purpose-built rental housing agreements with the City to secure the rental housing units. The housing agreements become bylaw upon approval from Council, ensuring the projects will operate as purpose-built rental housing for a minimum of ten years. After ten years, if a landowner intends to lift an agreement, Council approval is required along with repayment of any grant funding received from the City.

At the same time all five of these projects are also applying for a revitalization tax exemption. Given that the Housing Agreement is a requirement for eligibility to receive the tax exemption, staff coordinated the housing agreement report with the revitalization tax exemption report to reduce the number of council reports on these related matters. Staff plan to bring forward a second wave of rental housing agreements and associated revitalization tax exemption agreements for the remaining projects this summer as more projects move toward building permit. This report reflects the significant progress that is underway to address the demand for rental housing in Kelowna.

Internal Circulation:

Manager, Long Range Policy and Planning

Legal/Statutory Authority:

Local Government Act, Section 483.

Legal/Statutory Procedural Requirements:

Housing Opportunities Reserve Fund By-law No. 8593

Existing Policy:

2030 Official Community Plan

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

Policies 10.3.1, 10.3.2, 10.3.3 & 10.3.4

Council Policy no. 355 – Rental Housing Grants

Submitted by:

Ross Soward, Planner Specialist

Approved for inclusion:



James Moore, Manager, Long Range Policy & Planning

cc:

Divisional Director, Community Planning and Strategic Investments

Manager, Long Range Policy and Planning

Manager, Urban Planning

CITY OF KELOWNA

BYLAW NO. 11385

Housing Agreement Authorization Bylaw – Al Stober Construction Ltd., Inc. No. CO170493 – 1545 Bedford Avenue

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Al Stober Construction Ltd., Inc. No. CO170493 for the lands known as Lot A, District Lot 141, ODYD, Plan EPP63348 located on 1545 Bedford Avenue, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference May 1st, 2017 affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

LOT A DISTRICT LOT 141 OSOYOOS DIVISION YALE DISTRICT PLAN EPP63348

("Land")

And is

BETWEEN: AL STOBBER CONSTRUCTION LTD., 1700 - 1631 DICKSON AVE, KELOWNA, BC V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing _67_ Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 416 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)

R. Hughes
Signature of Witness)

ROROSE HUGHES
A COMMISSIONER BEARING)
AFFIDAVITS FOR BRITISH COLUMBIA)
1435 4th Water Street, Kelowna, B.C.)

Print Name)

Address)

Occupation)

"OWNER"
by its authorized signatories:

[Signature]

HARRY ISSLER

Print Name: _____

HARRY ISSLER

Print Name: _____

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11386

Housing Agreement Authorization Bylaw – 1067683 BC Ltd., Inc. No. BC1067683 - 1975 Kane Road

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 106783 BC Ltd., Inc. No. BC1067683 for the lands known as Lot B, Section 33, Township 26, ODYD, Plan EPP22004 located on 1975 Kane Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

PID 007-128-118, Lot B Section 33 Township 26 Osoyoos Division Yale District Plan 22004 Except Plan EPP65658

("Land")

And is

BETWEEN: 1067683 B.C. LTD
100 St. Ann's Road, Campbell River, BC V9W 4C4

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing ____ Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4 GENERAL

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land
- (e) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

4.8 Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

4.9 Waiver - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other

breach of this Agreement.

- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)


Signature of Witness)

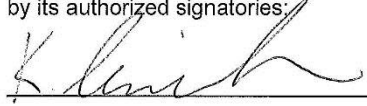
Patrick J. FIELD)
A Commissioner For Taking Affidavits)
Within British Columbia)
Print Name)

906 Island Highway)
Address)

Campbell River, B.C.)
Lawyer)
Occupation)

"OWNER"

by its authorized signatories:


_____)

Kris Mailman
Print Name: _____)

_____)

Print Name: _____)

CITY OF KELOWNA

BYLAW NO. 11387

Housing Agreement Authorization Bylaw – 1920 Enterprise Way – Mission Group Rentals Ltd – 1920 Enterprise Way

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 1920 Enterprise Way – Mission Group Rentals Ltd for the lands known as Lot C, District Lot 140, ODYD, Plan KAP58184 located on 1920 Enterprise Way, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot C Plan KAP 58184 DL 140 LD 41 ODYD

("Land")

And is

BETWEEN: 1920 Enterprise Way – Mission Group Rentals Ltd.
1000-1631 Dickson Avenue
Kelowna BC Canada
V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 87 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

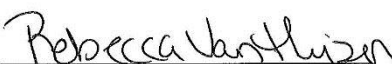
personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)


Signature of Witness)


Print Name)

REBECCA ELIZABETH VAN HUIZEN
A COMMISSIONER FOR TAKING
Affidavits for British Columbia
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1155
Expiry Date: 2019-10-31
Occupation)

"OWNER"
by its authorized signatories:



LUKE TURRI
Print Name: _____

Print Name: _____

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11388

Housing Agreement Authorization Bylaw – U Five – Mission Group Rentals Ltd., Inc., No. BC1100546 - 755 Academy Way

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with U Five – Mission Group Rentals Ltd., Inc., No. BC1100546 for the lands known as Lot A, Section 3, Township 23, ODYD, Plan EPP64623 located on 755 Academy Way, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A Section 3 Township 23 ODYD Plan EPP64623

("Land")

And is

BETWEEN: U Five – Mission Group Rentals Ltd.
1000-1631 Dickson Avenue
Kelowna BC Canada
V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 108 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 416 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)

Rebecca Van Huizen
Signature of Witness)

Rebecca Van Huizen
Print Name)

REBECCA ELIZABETH VAN HUIZEN
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1155
Expiry Date: 2019-10-31)

Occupation)

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

"OWNER"
by its authorized signatories:

[Signature]

LUKE TURRI
Print Name:

Print Name:

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11389

Housing Agreement Authorization Bylaw – Highstreet Mission Flats Apartments Ltd., Inc. No. BC1080371 – 1459-1469 KLO Road

Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Highstreet Mission Flats Apartments Ltd., Inc. No. BC1080371 for the lands known as Lot A, District Lot 131, ODYD, Plan KAP86112 located on 1459-1469 KLO Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A DISTRICT LOT 131 ODYD Plan KAP86112

("Land")

And is

BETWEEN: HIGHSTREET MISSION FLATS APARTMENTS LTD.
702-1708 DOLPHIN AVE
KELOWNA, BC
V1Y 9S4

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 280 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)

Nicole Shann
Signature of Witness)

Nicole Shann
Print Name)

2360 Tracker Dr
Address)

Development Coordinator
Occupation)

"HIGHSTREET MISSION FLATS
APARTMENTS LTD."
by its authorized signatories:

Sara Butler
SARA BUTLER - DIRECTOR

Print Name: _____

Print Name: _____

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

Report to Council



Date: May 1, 2017
File: 1220-02
To: City Manager
From: Ross Soward, Planner Specialist
Subject: Rental Housing Revitalization Tax Exemption Agreements

Recommendation:

THAT Council, receives, for information, the Report from the Planner Specialist dated May 1, 2017 recommending that Council adopt the following Revitalization Tax Exemption Agreements for five rental housing projects.

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Al Stober Construction Ltd, for Lot A, District Lot 141, ODYD, Plan EPP63348 at 1545 Bedford Avenue, Kelowna, BC,

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with 1067683 B.C. Ltd, for Lot B, Section 33 Township 26, ODYD, Plan 22004 Except Plan EPP65658 at 1975 Kane Road, Kelowna, BC,

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with 1920 Enterprise Way - Mission Group Rentals Ltd, for Lot C, District Lot 140, ODYD, Plan KAP58184 at 1920 Enterprise Way, Kelowna, BC,

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with U Five - Mission Group Rentals Ltd, for Lot A, Section 3 Township 23, ODYD, Plan EPP64623 at 755 Academy Way, Kelowna, BC

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Highstreet Mission Flats Apartments Ltd, for Lot A, District Lot 131, ODYD, Plan KAP86112 at 1459-1469 KLO Road, Kelowna, BC, in the form attached to the report from the Planner Specialist, dated April 24, 2017;

AND THAT Council authorizes the Mayor and City Clerk to execute each of the Rental Housing Revitalization Tax Exemption Agreements.

Purpose:

To bring forward five 10-year Revitalization Tax Exemption Agreements for approval to support the purpose-built rental housing projects identified in the report from the Planner Specialist, dated May 1, 2017 in accordance with Revitalization Tax Exemption Program Bylaw No. 9561

Background:

Over the last four years, the Kelowna's rental housing market has been under significant pressure. As one of the fastest growing regions in Canada the demand for purpose-built rental housing outpaced the rental housing supply. According to Canada Mortgage and Housing Corporation (CMHC), the 2016 the vacancy rate in the Kelowna CMA was 0.5% compared to the City's goal of 3.0%+ as a healthy rental market. In order to encourage the development of purpose-built rental housing the City of Kelowna provides a number of financial incentives. One of the incentives is for 10-year revitalization tax exemptions for purpose-built rental housing where the proponent meets three requirements:

1. The vacancy rate is at or below 3%
2. The subject property has a Housing Agreement (10-year minimum)
3. Development in compliance with the OCP Future Land Use designation.

All five of the projects (in table below) meet the criteria for revitalization tax exemption applications. All five projects have Housing Agreements in place, subject to final Council approval. The City's rental housing vacancy rate is currently below 3% and all projects are in compliance with the OCP future land use designation. The exemption for all five projects will be valid for the ten years based on occupancy of each individual project. The draft Revitalization Tax Exemption Agreements for the five projects are attached for reference.

Although there is a significant need and demand for rental housing, the Revitalization Tax Exemption program does come at a financial cost. BC Assessment Authority estimate the total amount of tax revenue associated with the 10-year exemption for the five projects (650 rental units) to be \$4,255,000 (individual estimates provided in the table below).

Property	Project Details	Estimated Exemption (per year)	Estimated Total Exemption (ten years)
1545 Bedford Avenue	67 rental units	\$40,247	\$402,470
1469 KLO Road	280 rental units	\$209,404	\$2,094,040
1975 Kane Road	111 Rental units	\$71,115	\$711,150
755 Academy Way	108 rental units	\$54,477	\$544,770
1920 enterprise Way	84 rental units	\$50,257	\$502,570

Internal Circulation:

Revenue Supervisor, Financial Services
Manager, Long Range Policy Planning
Divisional Director, Community Planning & Strategic Investments

Legal/Statutory Authority:

Revitalization Tax Exemption Program Bylaw No. 9561, 2006
Community Charter, Division, Section 226

Legal/Statutory Procedural Requirements:

The Revitalization Tax Exemption Bylaw No. 9561 supports municipal tax incentives for purpose-built rental housing when the vacancy rate for rental housing is at three per cent or lower.

Existing Policy:

Official Community Plan Bylaw No. 10500

Revitalization Tax Exemption Program Bylaw No. 9561 Policy 5.1.3

Submitted by: R. Soward, Planner Specialist

Approved for inclusion:



J. Moore, Department Manager of Policy & Planning

Attachments:

1. Draft Revitalization Tax Exemption Agreement 1545 Bedford Avenue
2. Draft Revitalization Tax Exemption Agreement 1975 Kane Road
3. Draft Revitalization Tax Exemption Agreement 1920 Enterprise Way
4. Draft Revitalization Tax Exemption Agreement 755 Academy Way
5. Draft Revitalization Tax Exemption Agreement 1459 KLO Road

cc: G. Davidson, Divisional Director, Financial Services
A. Schumacher, Revenue Supervisor
M. Friesen, Accountant, Financial Services
J. Moore, Manager, Long Range Policy Planning
D. Gilchrist, Division Director, Community Planning & Strategic Investments
T. Barton, Manager, Urban Planning

BL10566, BL10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 1st day of May, 2017 is

BETWEEN:

AL STOBER CONSTRUCTION LTD.

AND:

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at *1545 Bedford Ave.*, legally described as *Lot A, Plan EPP63348, DL 141, ODYD* (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [*or alter existing improvements*] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Purpose built rental housing * 4 storey wood frame construction on concrete parkade)
 - b. 67 unit apartment building consisting of a mix of micro and 1 bedroom units
 - c. Underground parking for all 67 units provided

2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must obtain a building permit from the City for the Project on or before January 31, 2017;
 - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental apartments [(the "Exempt Use") and for no other use, by no later than September 01, 2017.
 - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
 - d. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
 - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2018 to 2027, inclusive.
8. {deleted}

9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.
11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

Attention: Matt Friesen
Fax: 250-862-3320

- b. in the case of a notice to the Owner, at:

AL STOBBER CONSTRUCTION LTD.
1700 - 1631 DICKSON AVE.
Kelowna, BC V1Y 0B5

Attention: Bob Dagenais
Fax: 250-763-4244

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** - this agreement does not:
- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

AL STORBER

Executed by CONSTRUCTION by its

Authorized signatories:



Name:

HARRY ISSLER

Name:

Appendix "A": Plans and Specifications

Appendix "B": Performance Criteria

Schedule “C”

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the “Bylaw”), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 1st day of May, 2017 (the “Agreement”) entered into between the City of Kelowna (the “City”) and AL STOBBER CONSTRUCTION LTD. (the “Owner”), the registered owner(s) of [insert legal description of property] LOT A, PLAN EPP63348, DL141, ODYD (the “Parcel”):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2018 to 2027 inclusive, equal to:

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No 53466 between 2016 (the calendar year before the commencement of construction of the project) and 2017 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No 53466 between 2016 (the calendar year before the commencement of construction of the project) and 2017 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property’s assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.



PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference May 1st, 2017 affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

LOT A DISTRICT LOT 141 OSOYOOS DIVISION YALE DISTRICT PLAN EPP63348

("Land")

And is

BETWEEN: AL STOBBER CONSTRUCTION LTD., 1700 - 1631 DICKSON AVE, KELOWNA, BC V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 67 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4
GENERAL

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 416 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)

R Hughes)
Signature of Witness)

ROSE HUGHES)
A COMMISSIONER FOR TAKING)
Print Name AFFIDAVITS FOR BRITISH COLUMBIA)
1435 Water Street, Kelowna, B.C.)

Address)

Occupation)

"OWNER"
by its authorized signatories:

[Signature]

HARRY ISSLER

Print Name:

HARRY ISSLER

Print Name:

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

BL10566, BL10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 1st of May, 2017 is

BETWEEN:

1067683 B.C. Ltd.
100 St. Ann's Road
Campbell River, BC
V9W 4C4

(the "Owner")

AND:

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1975 Kane Road and 420 Valley Road, legally described as Lot B, Section 33, Township 26, Osoyoos Division Yale District, Plan 22004 except Plan EPP65658 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. consist of two 4- storey buildings, both with underground parking.
 - b. will rent or lease each purpose-built dwelling unit on the land in accordance with the Residential Tenancy Act.

2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must obtain a building permit from the City for the Project on or before March 17, 2017;
 - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as *Purpose Built Rental Apartments* (the "Exempt Use") and for no other use, by no later than July 15, 2018;
 - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
 - d. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
 - a. For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028, inclusive.
8. {deleted}
9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in

compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:

- a. on the written request of the Owner; or
- b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

13. **Notices** - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

Attention: Matt Friesen
250-469-8539

b. in the case of a notice to the Owner, at:

1067683 B.C. Ltd.

100 St. Ann's Road

Campbell River, BC

V9W 4C4

Attention: Kris D. Mailman

Email- kris.d.mailman@seymourpacific.ca

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
 - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

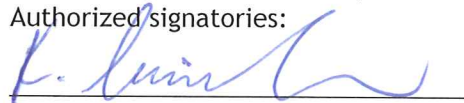
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

Executed by Kris Mailman by its
Authorized signatories:



Name:

Name:

Schedule “C”

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the “Bylaw”), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 1st day of May, 2017 (the “Agreement”) entered into between the City of Kelowna (the “City”) and 1067683 B.C. Ltd (the “Owner”), the registered owner(s) of Parcel legally described as Lot B, Section 33, Township 26, Osoyoos Division Yale District, Plan 22004 except Plan EPP65658 This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2019 to 2028 inclusive, equal to Paragraph 1 below.

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No 54601 & 54600 between 2016 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No 54601 & 54600 between 2016 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

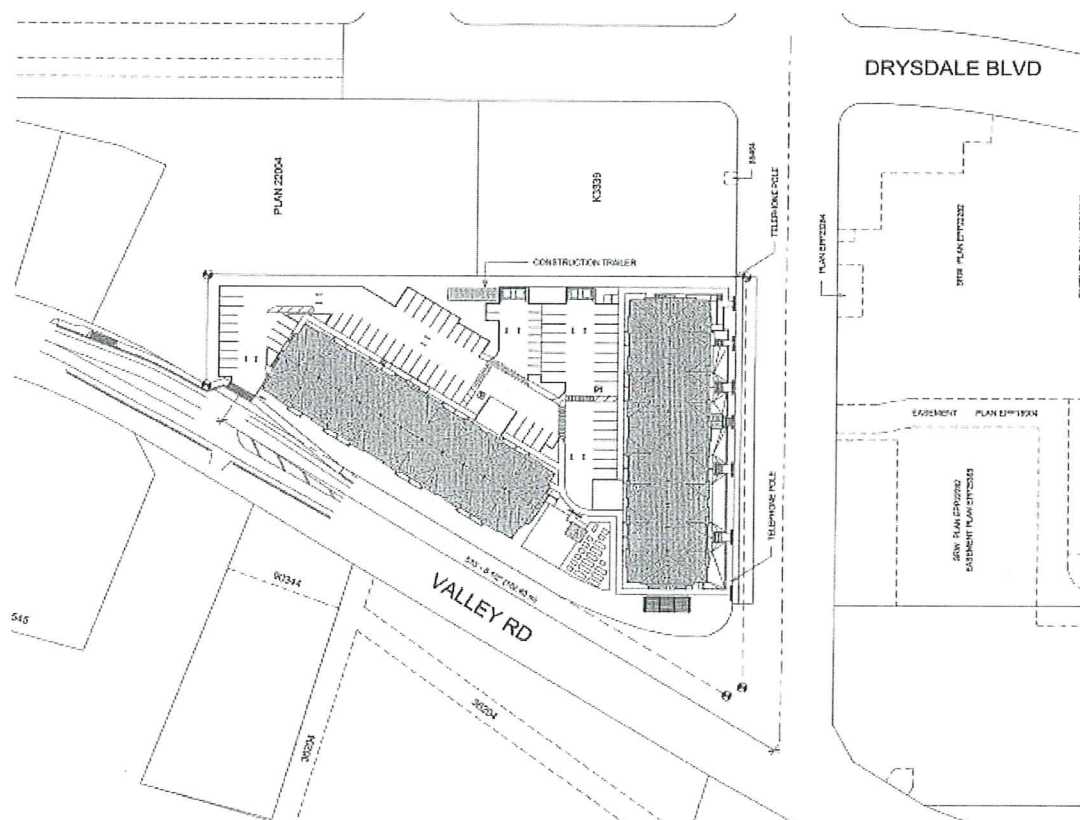
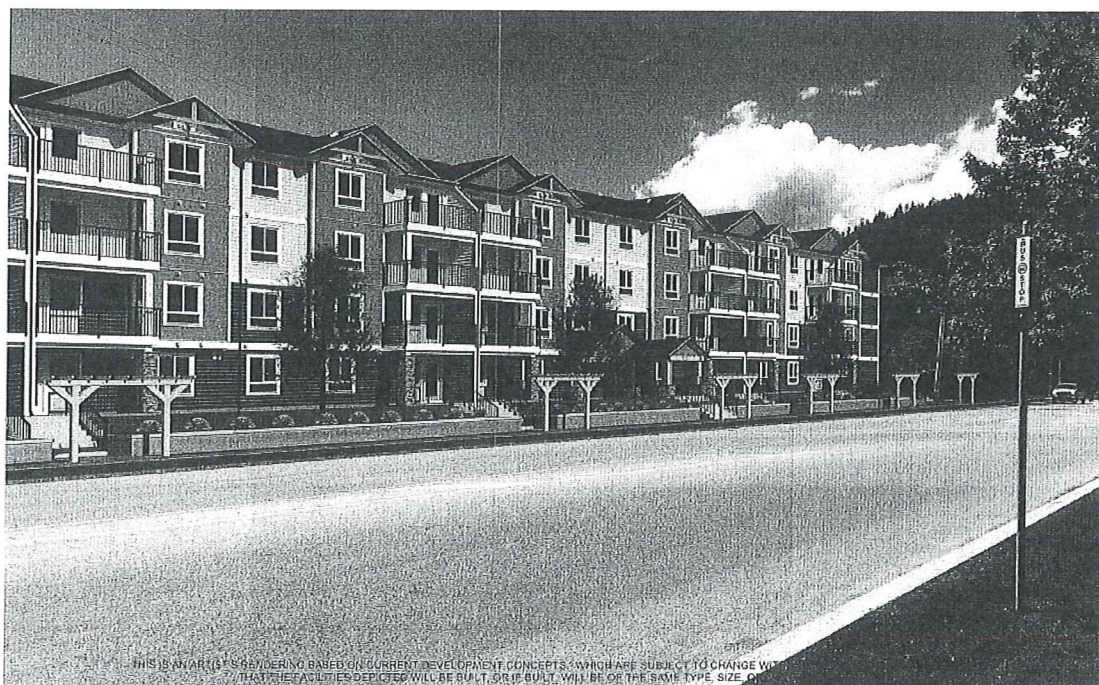
The Property’s assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

Appendix “A”: Plans and Specifications



APPENDIX "B" RTE17-0004**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

PID 007-128-118, Lot B Section 33 Township 26 Osoyoos Division Yale District Plan 22004 Except Plan EPP65658

("Land")

And is

BETWEEN: 1067683 B.C. LTD
100 St. Ann's Road, Campbell River, BC V9W 4C4

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing ____ Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

3.1 **Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 **Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4 GENERAL

4.1 **Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land
- (e) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

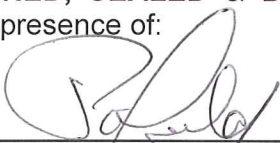
- 4.2 No Effect On Laws or Powers** - This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
 - (c) affect or limit any enactment relating to the use or subdivision of land, or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 Notice** - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- 4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.
- 4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other

breach of this Agreement.

- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

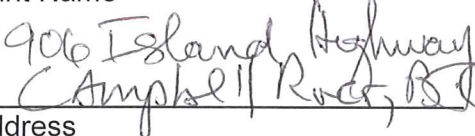
SIGNED, SEALED & DELIVERED in)
the presence of:)



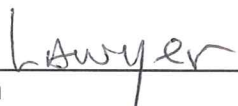
Signature of Witness)

Patrick J. FIELD)
A Commissioner For Taking Affidavits)
Within British Columbia)

Print Name)

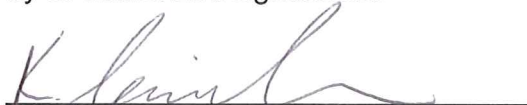


Address)


Occupation)

"OWNER"

by its authorized signatories:





Print Name:)

_____)

Print Name:)

_____)

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

Revitalization Tax Exemption Agreement (RTE17-0002)

THIS AGREEMENT dated for reference the 24th of April, 2017.

BETWEEN:

1920 Enterprise Way - Mission Group Rentals Ltd.
#1000-1631 Dickson Avenue
Kelowna B.C., V1Y 0B5

(the "Owner")

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C. V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1920 Enterprise Way Kelowna, Lot C, Plan KAP58184, (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agrees each with the other as follows:

1. The Project - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a) Include a 4-storey Rental Apartment Building on Enterprise Way.

- b) include up to 87 rental apartments, including Studio, 1-bedroom and 2-bedroom suites.
- 2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
- 4. **Revitalization Tax Exemption** - subject to fulfillment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
- 5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a) The Owner must obtain a building permit from the City for the Project on or before October 1st, 2017;
 - b) The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental accommodation and for no other use, by no later than May 1, 2019;
 - c) The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
- 6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
 - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30,

2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;

7. Term of Tax Exemption - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2020 to 2029, inclusive.
8. Compliance with Laws - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. Effect of Stratification - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - a) the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b) for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

10. Cancellation - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a) on the written request of the Owner; or
 - b) effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. No Refund - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. Notices - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

a. In case of notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

b. in the case of a notice to the Owner, at:

1920 Enterprise Way - Mission Group Rentals Ltd.
#1000-1631 Dickson Avenue
Kelowna B.C., V1Y 0B5

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. No Assignment - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. Severance - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. Interpretation - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. Further Assurances - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. Waiver - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** - this agreement does not:
- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA
by Its authorized signatories:

Mayor

City Clerk

Executed by 1920 Enterprise Way - Mission Group Rentals Ltd.
by its authorized signatories:



Name: LUKE TURRI

Name:

Schedule "A": Plans and Specifications

Schedule "C"

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 24th day of April 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and 1920 Enterprise Way - Mission Group Rentals Ltd. (the "Owner"), the registered owner(s) of Lot C, District Lot 140, ODYD, Plan KAP58184 (the "Parcel"):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2020 to 2029 inclusive, equal to

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No. (TBD) between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

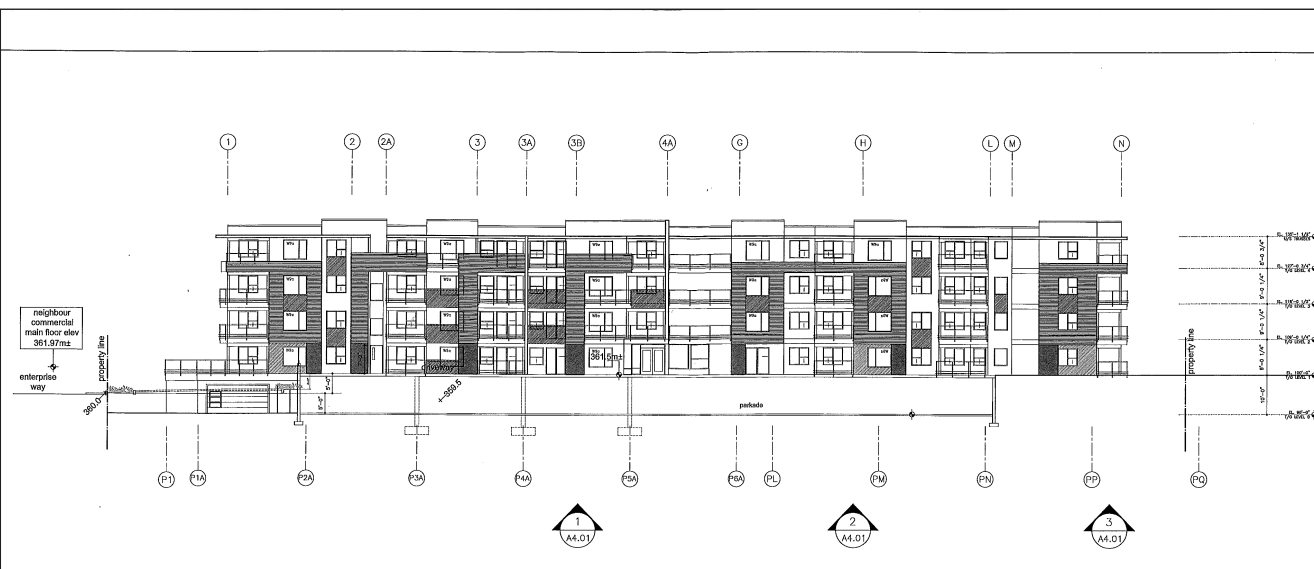
The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No. (TBD) between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.



PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot C Plan KAP 58184 DL 140 LD 41 ODYD

("Land")

And is

BETWEEN: 1920 Enterprise Way – Mission Group Rentals Ltd.
1000-1631 Dickson Avenue
Kelowna BC Canada
V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 87 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.


- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)



Signature of Witness)



Print Name)

REBECCA ELIZABETH VAN HUIZEN
A COMMISSIONER FOR TAKING
Address: SAVITS FOR BRITISH COLUMBIA
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1155
Expiry Date: 2019-10-31

Occupation)

"OWNER"
by its authorized signatories:



LUKE TURRI

Print Name:

Print Name:

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

Revitalization Tax Exemption Agreement (RTE17-0001)

THIS AGREEMENT dated for reference the 24th of April 2017.

BETWEEN:

U Five - Mission Group Rentals Ltd.
#1000-1631 Dickson Avenue
Kelowna B.C., V1Y 0B5

(the "Owner")

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C. V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 755 Academy Way Kelowna, Lot 3, Plan EPP 53793, (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agrees each with the other as follows:

1. The Project - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a) 4-storey Rental Apartment Building on Academy Way.

- b) Development will include up to 108 rental apartments, including 1-bedroom and 2-bedroom suites.
2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** - subject to fulfillment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
- a) The Owner must obtain a building permit from the City for the Project on or before October 1st, 2017;
- b) The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental accommodation and for no other use, by no later than December 1, 2018;
- c) The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
- a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30,

2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;

7. Term of Tax Exemption - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028, inclusive.
8. Compliance with Laws - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. Effect of Stratification - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - a) the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b) for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

10. Cancellation - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a) on the written request of the Owner; or
 - b) effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. No Refund - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. Notices - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

a. In case of notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

b. in the case of a notice to the Owner, at:

U Five - Mission Group Rentals Ltd.
#1000-1631 Dickson Avenue
Kelowna B.C., V1Y 0B5

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. No Assignment - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. Severance - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. Interpretation - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. Further Assurances - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. Waiver - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** - this agreement does not:
- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA
by Its authorized signatories:

Mayor

City Clerk

Executed by U Five - Mission Group Rentals Ltd.
by its authorized signatories:



Name: LUKE TURRI

Name:

Schedule "A": Plans and Specifications

Schedule "C"

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 24th day of April, 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and U Five - Mission Group Rentals Ltd. (the "Owner"), the registered owner(s) of Lot A Section 3 Township 23 ODYD Plan EPP64623 (the "Parcel"):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2019 to 2028 inclusive, equal to

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No. 54214 between 2016 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

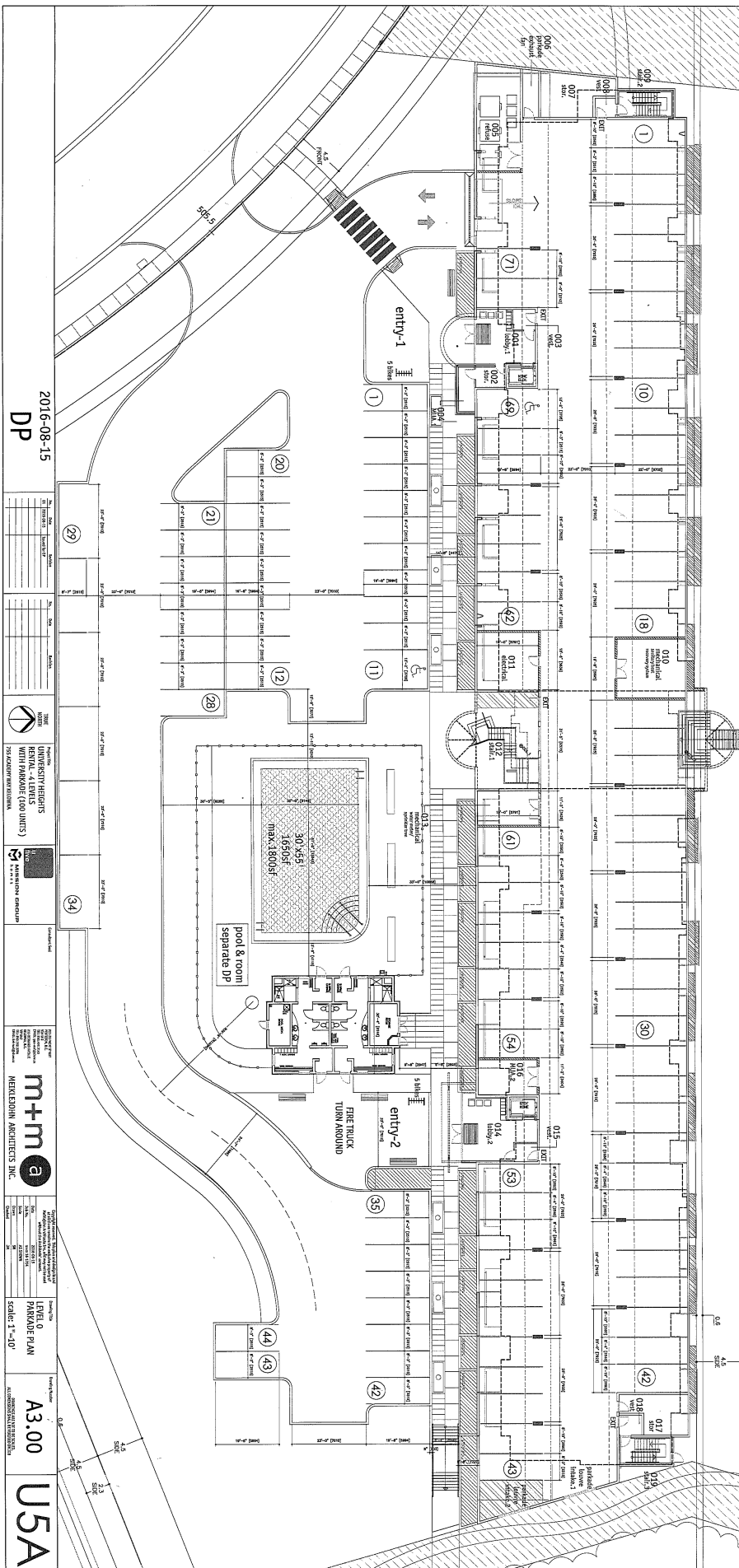
The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No. 54214 between 2016 (the calendar year before the commencement of construction of the project) and 2018 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.



PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A Section 3 Township 23 ODYD Plan EPP64623

("Land")

And is

BETWEEN: U Five – Mission Group Rentals Ltd.
1000-1631 Dickson Avenue
Kelowna BC Canada
V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 108 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators,

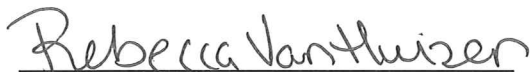
personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)



Signature of Witness)


Print Name)

REBECCA ELIZABETH VAN HUIZEN
A COMMISSIONER FOR TAKING
Affidavits for British Columbia
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1155
Expiry Date: 2019-10-31
Occupation)

"OWNER"
by its authorized signatories:




Print Name: _____

Print Name: _____

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

BL10566, BL10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 1st day of May, 2017 is

BETWEEN:

HIGHSTREET MISSION FLATS APARTMENTS LTD.
702-1708 DOLPHIN AVE
KELOWNA, BC
V1Y 9S4

(the "Owner")

AND:

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at **1459, 1461, 1463, 1465, 1467 and 1469 KLO ROAD** legally described as **LOT A DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN KAP86112** (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

- 1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Purpose built rental accommodations

Consolidated Bylaw No. 9561 -

- b. 3 Apartment buildings with 80 units each with 55- 2 bedroom suites and 25- 1 bedroom suites
 - c. 2 Townhomes with 20 units each with 10- 3 bedroom units and 10- 1 bedroom units
- 2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
- 4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
- 5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must obtain a building permit from the City for the Project on or before **May 31, 2018**;
 - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as **MISSION FLATS RENTAL APARTMENTS** (the "Exempt Use") and for no other use, by no later than **August 31, 2018**;
 - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
 - d. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Urban Planning Manager or designate, in their sole discretion, acting reasonably.
- 6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
 - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;

Consolidated Bylaw No. 9561 -

7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years **2019 to 2028**, inclusive.
8. **{deleted}**
9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.
11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.
12. **No Refund** - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

Consolidated Bylaw No. 9561 -

13. **Notices** - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, BC
V1Y 1J4

Attention: Matt Friesen
250-469-8539

- b. in the case of a notice to the Owner, at:

HIGHSTREET MISSION FLATS APARTMENTS LTD.
702-1708 DOLPHIN AVE
KELOWNA, BC
V1Y 9S4

Attention: SCOTT BUTLER, PRESIDENT, 778-484-5567
Fax: 778-484-5571

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or

Consolidated Bylaw No. 9561 -

- c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
- 20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
- 21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
- 23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- 24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

Consolidated Bylaw No. 9561 -

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

Executed by HIGHSTREET MISSION FLATS APARTMENTS LTD.
702-1708 DOLPHIN AVE
KELOWNA, BC
V1Y 9S4

by its
Authorized signatories:



Name:
Scott Butler, President

Appendix "A": Plans and Specifications
Appendix "B": Performance Criteria

Schedule "C"

Consolidated Bylaw No. 9561 -

Schedule C

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 13 day of MARCH, 2017 (the "Agreement") entered into between the City of Kelowna (the "City") and HIGHSTREET MISSION FLATS APARTMENTS LTD. (the "Owner"), the registered owner(s) of *LOT A DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN KAP8611* (the "Parcel"):

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years **2019 to 2028** inclusive, equal to:

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No **53845, 53847, 53848, 53846, 53844** between **2016** (the calendar year before the commencement of construction of the project) and **2018** (the calendar year in which the Revitalization Tax Exemption Certificate is issued). Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No **53845, 53847, 53848, 53846, 53844** between **2016** (the calendar year before the commencement of construction of the project) and **2018** (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued;

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A DISTRICT LOT 131 ODYD Plan KAP86112

("Land")

And is

BETWEEN: HIGHSTREET MISSION FLATS APARTMENTS LTD.
702-1708 DOLPHIN AVE
KELOWNA, BC
V1Y 9S4

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

2.1 **Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 280 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

3.1 **Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 **Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit** - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4 GENERAL

4.1 **Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

4.7 Release – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the

commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.

- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in)
the presence of:)

Al Shann)
Signature of Witness)

Nicole Shann)
Print Name)

2360 Tracker Dr.)
Address)

Development Coordinator)
Occupation)

"HIGHSTREET MISSION FLATS
APARTMENTS LTD."
by its authorized signatories:

[Signature]
SLOA BUTLER - DIRECTOR

Print Name:

Print Name:

SIGNED, SEALED & DELIVERED in)
the presence of:)

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

Report to Council



Date: May 1, 2017
File: 0710-30
To: City Manager
From: Mariko Siggers, Community & Neighbourhood Services Manager
Subject: 2017 Community Social Development Grants

Recommendation:

THAT Council receives, for information, the report from the Community & Neighbourhood Services Manager dated May 1, 2017, regarding the administration and distribution of the Community Social Development Grants;

Purpose:

To provide Council with background information about the Community Social Development Grants, the grant review process and the decision of the Grant Advisory Committee regarding the distribution of the 2017 program funds.

Background:

The City social grant program currently consists of Community Social Development Grants and Emergency Grants (Policy 218). The purpose of these grants is to support the social sustainability objectives outlined in Chapter 10 of the Official Community Plan, the City Social Framework and Social Policy (Policy 360).

In early 2017, Council endorsed an updated policy for Community Social Development Grants (Policy 218). The purpose of the revisions was to streamline the policy and program guidelines, and to better align the grant with Council priorities. In addition, in 2017, \$85,000 was added to the grant fund as transitional funding to respond to the gap created by the loss of the RDCO Grant-in-Aid program.

The Community Social Development Grants include three streams of funding:

Grant	Purpose	Funding Levels
Operational Grants	Assist with expenditures incurred funding the operation and/or delivery of existing programs	A maximum of 25% of the organization's operating budget
Project Grants	Assist with special events or to operate short term programs or projects	A maximum of 50% of the costs of the project
Emergency Grants	Assist an organization through a financial crisis	A maximum of \$5000 once in a three year period

Annually, the Operational and Project Grants have an intake and administrative timeline and based on the increase noted above, the total available for 2017 is \$187,000. Emergency Grants are distributed as the need arises and are funded through the Social Development Grant Reserve (R117). The Central Okanagan Foundation (COF) has been contracted by the City since 2005 to administer an arms-length, independent evaluation process for the social grants. This relationship is governed by an annual Memorandum of Understanding.

The Central Okanagan Foundation is responsible for the following:

- Advertising the grant program
- Organizing and facilitating an information workshop for interested grant applicants
- Being the primary point for inquiries from grant applicants
- Reviewing submitted grant applications to determine if enough information has been provided
- Establishing a Grant Review Committee and providing oversight to the Grant Committee
- Convening and facilitating a meeting of the Grant Review Committee to review and evaluate each grant application
- Preparing minutes from the review committee meeting
- Informing grant applicants of the committee's decisions
- Reporting to Council annually with a list of grant recipients
- Facilitating payment of grant awards
- Tracking project/program progress and managing submission of final reports

2017 Timeline:

- February 1, 2017 - community information session
- March 10, 2017 – deadline for grant submissions
- April 5, 2017 - Grant Review Committee adjudicate grant applications

The Grant Review Committee evaluates submitted grant applications based on parameters established through Council Policy 218 and the Community Social Development Grant Guidelines. Award amounts were determined based on the applicants' ability to demonstrate how the objectives of the grant program would be met and to clearly identify how the funds would be used. Applications that did not demonstrate this were given partial or no funding. In addition, the committee considered previous

levels of funding and based the 2017 award on the addition of services being delivered (i.e. an organization requesting a larger grant than was received in 2016 would need to demonstrate an increase in deliverables in order to receive the requested amount).

The following are the recipients of the 2017 Community Social Development Grants as awarded by the Grant Review Committee:

	Organization	Amount Recommended	Type of Grant	Funding Level
1	Canadian Mental Health	\$6,500	Operational	Partial
2	Central Okanagan Food Policy Council	\$10,000	Project	Full
3	Elevation Outdoors	\$5,000	Operational	Full
4	Hands in Service	\$20,000	Operational	Partial
5	John Howard Society of the Central Okanagan	\$13,300	Operational	Partial
6	Karis Support Society	\$10,000	Operational	Partial
7	Kelowna Women's Shelter	\$5,500	Operational	Full
8	Ki-low-na Friendship Society	\$25,000	Operational	Partial
9	Mamas for Mamas	\$15,000	Operational	Full
10	NOW Canada	\$25,000	Operational	Full
11	Pathways Abilities	\$6,048	Project	Full
12	Project Literacy Kelowna Society	\$5,000	Project	Full
13	The Kelowna & District Safety Council	\$10,000	Project	Partial
14	The Kelowna & District Society for People in Motion	\$13,000	Project	Full
	Total	\$169,348		

Total Grant Applications Received: 22

Total Funds Requested: \$381,721

Total Grant Applications Funded: 14

2017 Grant Funding Available: \$187,000

Total Funds Distributed: \$169,348

Undistributed funds to be transferred to Social Development Grant Reserve (R117): \$17,652

Applicants have all been notified of the decisions. Unsuccessful applicants received feedback as to how the decision was reached and how they can improve their application for next time. Successful applicants must sign a Letter of Agreement outlining the terms and conditions of the grant and show proof of adequate liability insurance before any funds will be released. A final report is required within 90 days of the end of the grant term and will include the following information:

- how the agreed upon measureable performance targets were met.
- project statistics and supplementary data as they relate to project goals, objectives and outcomes.
- a financial statement certified correct by the directors of the agency or an independent auditor, showing all revenue and expenses related to the project and detailing how the grant funds were dispersed.

Next Steps

The changes made for the 2017 intake were intended to make the grant more current. Through the adjudication process and as work is done on projects such as the Homeless Serving Strategy, Imagine

Kelowna and the Healthy City Strategy, it is recognized that further development of the program will lead to a greater opportunity to be more strategic and intentional on community priorities.

In addition, an evaluation of the allocation of RDCO Transitional Grant-in-Aid funding will be conducted. In 2017, \$15,000 was allocated to Organizational Development and \$85,000 was allocated to Community Social Development Grants in order to mitigate the impact of the termination of the RDCO Grant-in-Aid program. The results of the 2017 intake will be used to inform future program development.

Staff will report back to Council with recommendations for future grant administration, including allocation of RDCO Transitional Grant-in-Aid Funds and overall program updates.

Internal Circulation: Divisional Director, Active Living & Culture; Divisional Director, Financial Services; Manager, Social Development; Communications Advisor

Existing Policy:

Council Policy 218 Community Social Development Grants
Council Policy 360 Social Policy

Financial/Budgetary Considerations:

Allocated in the Community & Neighbourhood Services Branch the annual budget is \$102,000 for Community Social Development Grants and \$15,000 for contracted services for grant administration. In addition, in 2017 \$85,000 was allocated as RDCO Transitional Grant-in-Aid Funding.

Unused funds of \$17,652 will be transferred to the Social Development Grant Reserve (R117)

External Agency/Public Comments

This report has been prepared in consultation with the Central Okanagan Foundation in their role as the contractor providing arms-length administration and review of this grant program.

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Personnel Implications
Communications Comments
Alternate Recommendation

Submitted by:

M. Siggers, Community & Neighbourhood Services Manager

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

Attachments:

Report from the Central Okanagan Foundation
Council Policy 218 Community Social Development Grants

Cc: Divisional Director, Corporate Strategic Services
Divisional Director, Financial Services

April 10.2017

Mayor Basran & Council
1435 Water Street
Kelowna, BC
V1Y 1J4

Dear Mayor Basran & Council:

This report contains the approved recipients for the 2017 City of Kelowna, Community Social Development Grant program to be presented to City of Kelowna Council on May 1.2017

A total of twenty two grant applications were received for the Community Social Development grant program. There was \$187,000.00 available to fund and the total amount requested was \$381,721.00. Fourteen applicants received final approval for a total of \$169,348.00 to be dispersed.

The City of Kelowna / Central Okanagan Foundation review committee approved the following grants from their meeting on April 7.2017.

Respectfully submitted,



Cheryl Miller
Director, Grants & Community Initiatives
Central Okanagan Foundation

2017 Community Social Development Grants

- 1. Canadian Mental Health**
ArtWorks program- Operational/Partial
Approved: \$ 6,500
Designed to promote wellness, support recovery, and build community for individuals experiencing mental health concerns.
- 2. Central Okanagan Food Policy Council**
Good Food Box – Project/Full
Approved: \$10,000
Funds will support the planning and implementation of a good food box project in Kelowna. A good food box is bulk produce purchasing from local farmers to support those who have difficulty acquiring healthy, fresh produce.
- 3. Elevation Outdoors**
Get a Grip Youth Mentor Program – Operational/Full
Approved: \$5,000
Program designed to introduce socially and/or financially disadvantaged youth ages 12 to 18 to rock climbing and focus on their health and well-being via this introduction.
- 4. Hands in Service**
Advancing 2017 – Operational/Partial
Approved: \$20,000
General operating funds for at risk adults 19 to 65 years and their families experiencing social, financial, health, mobility limitations for basic housekeeping services and access to food and resource information.
- 5. John Howard Society of the Central and South Okanagan**
Adult Restorative Justice Program – Operational/Partial
Approved: \$13,300
Through a facilitated conversation individuals accept responsibility for their actions and those harmed share what the impacts of the crime have been on them. The parties come to a mutually agreed upon resolution that may include reparation, community service and/or apology.
- 6. Karis Support Society**
Group Counselling and Facilitation program – Operational/Partial
Approved: \$10,000
Strength-based group counselling designed to support individuals with life-skills, cognitive strategies and abilities need to be successful as they transition back into the community
- 7. Kelowna Women's Shelter**
Super Nova Children's Support Program – Operational/Full
Approved: \$ 5,500
Provides individual and group support, information and skill development opportunities to children 3 to 18 years of age who have been impacted by family conflict, change or abuse.
- 8. Ki-low-na Friendship Society**
Our Families are Very Sacred – Operational/Partial
Approved: \$25,000

The project will offer holistic healing services to Urban First Nations families. Participants can voice their opinions/suggestions and strategies for healing from trauma due to domestic violence and abuse.

9. Mamas for Mamas

Operational/Full

Approved: \$ 15,000

Organization with key initiatives and programs designed with the message of a “hand up” not a “hand out”. Supports mother’s in crisis, and provides ongoing support to low income families, helping them to overcome the impact of poverty and a lack of basic resources. Four major programs are: Donation program, sustainable nourishment program, mental wellness program, whole mama program.

10. NOW Canada

Essentials Safe Housing – Operational/Full

Approved: \$25,000

Essentials is a continuum of care program offered to women and youth. The program offers women and female youth the opportunity to address their challenges of homelessness, addiction, abuse and mental health concerns by providing housing placement.

11. Pathways Abilities

Community Kitchen – Project/Full

Approved: \$6,048

Project funding for community kitchen development, implementation and evaluation. A partnership with Interior Health Authority, Seniors Outreach Services Society and UBCO’s Institute for Community Engaged Research.

12. Project Literacy Kelowna Society

Community Literacy Audit Training – Project/Full

Approved: \$5,000

The project aims to improve how the not for profit sector communicates and engages with the people they work with including; application/ subsidy forms, newsletters, program description.

13. The Kelowna & District Safety Council

Safety Training Sponsorship Program – Project/Partial

Approved: \$10,000

Program will provide free or subsidized safety training for low income, new immigrants, refugees and seniors.

14. The Kelowna & District Society for People In Motion

Community Accessibility Navigator Program – Project/Full

Approved: \$13,000

Funding will further enhance and develop and provide a fully accessible online web-based database for persons with disAbilities. Data will include information about businesses, services, supports and activities.



City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Community Social Development Grants

UPDATED: 2017

Contact Department: Active Living & Culture

Guiding Principle

The City is committed to supporting community organizations who make a direct impact on the social well-being and resiliency of the community.

Purpose

The purpose of the Community Social Development Grants is to make available funding to registered non-profit organizations and community organizations offering services or programs with the goal of generating, promoting or accelerating socially beneficial services or programs in the city of Kelowna.

Application

To be eligible for this program applicants must be

- a. a Registered Charity Organization that is registered with Canada Revenue Agency, a not for profit organization that is incorporated under the Societies Act; or
- b. a Community Organization that has established a set of working rules and regulations, a banking account in the group's name and has been operating for at least two years.

The following are ineligible for funding:

- a. programs primarily providing for recreation or leisure time pursuits;
- b. retroactive financial support for projects and programs that occurred prior to the decision to award the grant;
- c. agencies or programs that receive ongoing City of Kelowna funding within the City's Annual Budget;
- d. activities of religious organizations that serve primarily their membership and/or for direct religious purposes;
- e. permanent or continual funding for an organization
- f. programs which offer direct financial assistance to individuals or families;
- g. programs which duplicate services that fall within the mandate of a senior government agency;
- h. major building or other major capital projects (limited capital costs are eligible);
- i. assistance for an industrial, commercial or business undertaking.

Policy Statements

1. The following grant categories are established through this policy:

1. Operational Grants

Purpose: To assist eligible organizations with expenditures incurred funding the operation and/or delivery of existing programs;

Eligible Uses: Office supplies, administrative and facility costs, minor capital costs (e.g. office equipment), advertising, training, technical/material assistance, and similar items necessary to deliver existing programs. This category is not intended to provide the basis for permanent operational funding.

Funding Levels: A maximum of 25% of the organization's operating budget

2. Project Grants

Purpose: To assist eligible organizations to stage special events or to operate short-term programs or projects (less than 12 months in duration). Projects must have clear time frames, not require permanent staff, and be projects which would not normally have been undertaken without this additional resource.

Eligible Uses: To cover costs of hosting and promoting special events (facility rental, guest speakers, food, advertising, promotional items, etc.); administrative and delivery costs for short-term programs/projects (supplies and materials, facility rental, etc.); minor capital costs (e.g. office equipment) and non-permanent staffing.

Funding Levels: A maximum of 50% of the costs of the special project.

3. Emergency Grants

Purpose: To provide emergency funding for the purpose of assisting an organization through a financial crisis. It is anticipated that the funding will be short-term funding only, pending more secure or ongoing funding.

Eligible Uses: To cover costs incurred in the operation and the delivery of their programs such as administrative costs, program delivery, facility costs and technical/material assistance.

Funding Levels: A maximum of \$5000 once in every three-year period. Funding will depend on the availability of funds within the Social Development Grant Reserve (R117).

2. The following criteria will be used to evaluate all applications for Community Social Development Grants:
 - a. alignment with the City's Social Framework including Social Policy No. 360 and Chapter 10 of the Official Community Plan and/or policies tagged as socially sustainable in the Official Community Plan with a person symbol; innovative or unique approach to addressing social well-being;
 - b. promotion and demonstration of volunteerism;
 - c. evidence of community support;
 - d. an approach that is responsive to social needs, strengthens and stabilizes family and community life, and improve peoples' abilities to identify and act on their own social needs;
 - e. clear information on their operations and planning, demonstrating transparency;
 - f. clearly identified needs based on local research and effective planning as the basis for the services provided;
 - g. demonstrated collaboration with other service providers in the community; identify how other organizations will be engaged;
 - h. clearly defined performance targets and timelines;
 - i. demonstrated need for funding;
 - j. a clear plan for future funding from other sources
 - k. quality of management, including the satisfactory administration of any previous City of Kelowna grant
3. The City of Kelowna will contract a funding agency by agreement to administer the grants program.
 - a. The funding agency will establish a Grants Committee consisting of two (2) appointed members representing the City of Kelowna and additional members as determined by the funding agency.
 - b. The Grants Committee will follow the established policy and service agreement to evaluate each application and provide a list of grant recipients through and annual report to Council.
4. All organizations approved for funding under the Community Social Development Grants program will be required to sign and adhere to the City of Kelowna's Letter of Agreement for Funding and have liability insurance in place, as outlined on the City's Certificate of Insurance.
 - a. Funding will commence once the Letter of Agreement and Certificate of Insurance has been received, is deemed satisfactory to the Funding Agency and signed by the Funding Agency or a qualified designate of the Funding Agency.
5. A three month time period will be given for applicants to claim their grants following written confirmation of the grant to the applicant. Any grant that is not claimed within the three month period will remain in the Community Social Development Grant fund.
6. Any unused portion of the Community Social Development Grant appropriation will be carried over to the following year and operated similar to a reserve fund with interest accrued and the necessary administration of the fund managed by the City.
7. Grant proposals that offer services or programs that cross municipal boundaries will be considered; however, grant funds may only be used for those portions of the program that are delivered within the boundaries of the City of Kelowna for the benefit of Kelowna residents.
8. Emergency Grants shall be administered as described above with the following exceptions:
 - a. Emergency grant applications may be submitted throughout the year, on the basis of need.
 - b. The Grants Committee shall review an application for emergency funding at a special meeting no later than 2 weeks following receipt of the application by the City. An interview with the applicant may be conducted.
 - c. Recommendations of the Grants Committee for any additional funding will be forwarded to City Council for consideration at the earliest available Council meeting. Funding is at the discretion of City Council. Notification of a decision by City Council will be provided to the applicant within two days of the Council meeting date when the decision is made.

- d. Emergency funding is only available to an organization once every three-year period.
- e. The organization must claim the Emergency grant within one month following written notification of the grant approval. Any unclaimed funds will be returned to the Social Development Grant Reserve.

Amendments

DRAFT

Report to Council



Date: May 1, 2017
File: 1890-20
To: City Manager
From: Ron Westlake, Special Projects Manager
Subject: Kelowna Integrated Water Phase One, SEKID/SOMID Transition and Infrastructure Project

Recommendation:

THAT Council receive, for information, the report of the Special Projects Manager dated May 1, 2017 with respect to the Kelowna Integrated Water Phase One, South East Kelowna Irrigation District (SEKID) & South Okanagan Mission Irrigation District (SOMID) Transition and Infrastructure Project;

AND FURTHER THAT the 2017 Financial Plan be amended to include the expenditures totaling \$63,719,980 of which \$43,907,000 from Federal/Provincial Grant funding, \$6,844,552 from SEKID contributions, \$569,111 from the DCC Reserve, \$79,864 from the Sewer Utility, \$79,864 from the Landfill Reserve, \$4,768,577 from the Water Utility and the remaining \$7,471,012 from the Water Quality Enhancement Fee Reserve.

Purpose:

To amend the 2017 Financial Plan to include the Kelowna Integrated Water Phase One, SEKID/SOMID Transition and Infrastructure Project.

Background:

In January 2017 the City of Kelowna and South East Kelowna Irrigation District conducted a Value Planning Exercise, a requirement of the Provincial government, which resulted in the 2017 Kelowna Integrated Water Supply Plan. Phase 1 includes the separation of agricultural and domestic systems in SEKID; in the short-term, domestic water will be supplied through a new transmission line connecting to the City of Kelowna's water distribution system from Okanagan Lake. Agricultural water will continue to be supplied from Hydraulic Creek with emergency connections to the domestic supply in the event of service disruption. Phase 1 will also see a sustainable agricultural water supply delivered to SOMID, along with upgrades to the City of Kelowna's water utility to supply both SEKID and SOMID and accommodate future growth. This work sets the groundwork for future integrations.

City Council has made the provision of safe, clean drinking water one of its top priorities between 2014 and 2018.

Clean Water and Wastewater Fund (CWWF)

In September, 2016 the Province announced a joint federal/provincial funding program for grants to offset the cost of water and wastewater projects. The CWWF program would fund up to 83% of the local government projects through a competitive application process. The City applied in November, 2016 for a project to upgrade the south-end water supply infrastructure, to deliver irrigation water to the South Okanagan Mission Irrigation District and to provide a separate domestic water supply system to serve customers of the South East Kelowna Irrigation District (SEKID).

Due to the size of the CWWF application, the Province required an independent Value Planning review of the proposed infrastructure. This work was substantially completed in January, 2017 and the application was amended accordingly.

On March 17, 2017 the City was informed that it would receive approximately \$43.9 million of senior government funding for this project. With local funding added, the total project estimate is \$63.7 million. A Shared Cost Agreement has now been executed with the Province for their share of funding and City staff have confirmed the eligibility of certain costs that can be recovered through their funding. Those resources, acquisitions and equipment that are ineligible for the grant funding are included in the Recommendations section of this report.

Capital Project

This is a very large water infrastructure project that will require over two years to complete. It includes:

- Major upgrades to the City's core south-end water infrastructure such as two main pump stations, expansion of reservoir capacity and 5600 metres of large diameter transmission main;
- 2300 metres of new transmission main extending the City Water Utility to South East Kelowna; and
- A new separated water system to serve existing SEKID domestic customers with year-round clean water that includes 75 km of water distribution main, two new pumping stations and expanded reservoir storage.

SEKID/City Integration

A condition of the grant funding is that SEKID will integrate with the City Water Utility. A Transition Agreement has been executed between SEKID and the City and the transition date will be January 1, 2020.

There are a number of work activities to be completed during the period prior to the transition date. These include asset transfers, merging of rate structures and integration of staff resources. A Transition Team has been formed to oversee and coordinate these activities, in addition to the delivery of the CWWF water infrastructure project.

Real Estate Requirements

In order to successfully integrate City and SEKID water utility works, funding has been included for a variety of land tenure acquisitions. Preliminary estimates by staff suggest in the range of 150 statutory right of ways and easements in favor of SEKID over privately held properties. Integration of the two utilities will require a review of all existing SEKID land tenure documents to ensure adequate protection for current and future City of Kelowna water infrastructure. Furthermore, it is anticipated that a significant number of existing statutory right of ways and easements in favor of SEKID will need to be modified and/or amended in order to allow the delivery of domestic, potable water adjacent to the existing agricultural water supply.

In addition to the easement/right of way costs described above, a number of property acquisitions will be required to accommodate additional utility infrastructure associated with the integration, including reservoirs, pump stations, and main water transmission lines.

Internal Circulation:

Division Director, Financial Services
Division Director, Communications

Financial/Budgetary Considerations:

The costs and required funding associated to upgrade the south-water major water systems infrastructure, build a KLO water transmission main and a new domestic water distribution system to serve existing customers of the SEKID is not part of the City's current financial plan. The 2017 Financial Plan will require an amendment as detailed in the Recommendations section of this report. Finance staff will be working closely with the various stakeholders including the province and SEKID in order to record and review all financial transactions.

Considerations not applicable to this report:

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

Submitted by:

R Westlake, Special Projects Manager

Approved for inclusion:



Alan Newcombe, Infrastructure Division Director

Attachments:

cc: Infrastructure Delivery Department Manager
Utilities Services Manager
Director Strategic Investments

Infrastructure Administration Manager
Financial Planning Manager

CITY OF KELOWNA

BYLAW NO. 11379

Sterile Insect Release Program Parcel Tax Bylaw 2017

A bylaw pursuant to Section 200 of the *Community Charter* to impose and levy a Parcel Tax upon the owners of land or real property within the City of Kelowna being served by the Sterile Insect Release Program.

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

1. A Parcel Tax shall be and is hereby imposed and levied upon the owners of land or real property as shown on Schedule "A" attached to and forming part of this bylaw, being served by the Sterile Insect Release Program.
2. The Parcel Tax shall be levied for the 2017 tax year on each parcel of land aforementioned, and the amount of such Parcel Tax shall be One Hundred and Thirty-Nine Dollars and Twenty-Six Cents (\$139.26) per assessed acre.
3. This bylaw shall be known for all purposes as the "Sterile Insect Release Program Parcel Tax Bylaw 2017 No. 11379".

Read a first, second and third time by the Municipal Council this 24th day of April, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	3108010	1355 LATTA RD	LOT 10, PLAN KAP1611, SEC 1, TWP 23, 41	6.39	889.87
217	3121000	2355 MCKENZIE RD	LOT A, PLAN KAP15859, SEC 1, TWP 23, 41	6.37	887.09
217	3121010	2295 MCKENZIE RD	LOT 2, PLAN KAP33255, SEC 1, TWP 23, 41	20.40	2840.90
217	3186100	2685 SEXSMITH RD	LOT 1, PLAN KAP45492, SEC 3, TWP 23, 41	9.02	1256.13
217	3205000	2635 SEXSMITH RD	LOT 1, PLAN KAP12772, SEC 3&33, TWP 23, 41	1.00	139.26
217	3210125	2517 SEXSMITH RD	LOT 10, PLAN KAP21431, SEC 3&4, TWP 23, 41	6.84	952.54
217	3210210	705 VALLEY RD	LOT B, PLAN KAP31659, SEC 3, TWP 23, 41	3.70	515.26
217	3255321	1982 UNION RD	LOT A, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	3255322	1980 UNION RD	LOT B, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	3262000	2389 LONGHILL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	2.81	391.32
217	3263000	2206 LONGHILL RD	LOT 2, PLAN KAP1068, SEC 4&34, TWP 23, 41	7.33	1020.78
217	3264000	185 VALLEY RD	LOT 3, PLAN KAP1068, SEC 4&34, TWP 23, 41	3.77	525.01
217	3266000	143 1 VALLEY RD	LOT 5, PLAN KAP1068, SEC 4, TWP 23, 41	3.84	534.76
217	3267000	127 1 VALLEY RD	LOT 6, PLAN KAP1068, SEC 4, TWP 23, 41	9.27	1290.94
217	3268000	2214 BONN RD	LOT 7, PLAN KAP1068, SEC 4, TWP 23, 41	4.51	628.06
217	3269000	115 VALLEY RD N	LOT 8, PLAN KAP1068, SEC 4, TWP 23, 41	10.16	1414.88
217	3270000	2547 SEXSMITH RD	LOT 11, PLAN KAP1068, SEC 3&4, TWP 23, 41	1.23	171.29
217	3271000	220 MAIL RD	LOT 12, PLAN KAP1068, SEC 4, TWP 23, 41	8.46	1178.14
217	3272000	180 MAIL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	7.01	976.21
217	3274000	135 VALLEY RD N	LOT H, PLAN KAP1636, SEC 4, TWP 23, 41	5.34	743.65
217	3278000	800 PACKINGHOUSE RD	LOT 3, PLAN KAP1884, SEC 4&9, TWP 23, 41	1.00	139.26
217	3279000	2160 SCENIC RD	LOT 4, PLAN KAP1884, SEC 4&9, TWP 23, 41	4.44	618.31
217	3337532	770 PACKINGHOUSE RD	LOT A, PLAN KAP35054, SEC 4, TWP 23, 41	3.86	537.54
217	3395000	531 GLENMORE RD N	LOT 29, PLAN KAP896, SEC 9, TWP 23, 41	6.39	889.87
217	3645000	2434 GALE RD	LOT 2, PLAN KAP1453, SEC 23, TWP 23, 41	1.77	246.49
217	3646000	2504 GALE RD	LOT 3, PLAN KAP1453, SEC 23, TWP 23, 41	4.17	580.71
217	3650000	2801 DRY VALLEY RD	LOT 7, PLAN KAP1453, SEC 23, TWP 23, 41	2.58	359.29
217	3664000	2155 PIER MAC WAY	LOT 1, PLAN KAP2257, SEC 23, TWP 23, 41	2.33	324.48
217	3664516	2849 DRY VALLEY RD	LOT B, PLAN KAP37471, SEC 23, TWP 23, 41	10.67	1485.90
217	3884000	3310 MATHEWS RD	LOT 63, PLAN KAP1247, SEC 3&34, TWP 26, 41	9.56	1331.33
217	3899000	3260 MATHEWS RD	LOT 109, PLAN KAP1247, SEC 3, TWP 26, 41	3.12	434.49
217	3905001	4232 SPIERS RD	LOT 117, PLAN KAP1247, SEC 3, TWP 26, 41	7.16	997.10
217	3905104	4236 SPIERS RD	LOT B, PLAN KAP92871, SEC 3, TWP 26, 41	4.45	619.71
217	3906000	4233 SPIERS RD	LOT 119, PLAN KAP1247, SEC 3, TWP 26, 41	5.01	697.69

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	3907000	4221 SPIERS RD	LOT 120, PLAN KAP1247, SEC 3, TWP 26, 41	11.20	1559.71
217	3908000	4215 SPIERS RD	LOT 121, PLAN KAP1247, SEC 3, TWP 26, 41	1.00	139.26
217	3912000	3030 GRIEVE RD	LOT 125, PLAN KAP1247, SEC 3, TWP 26, 41	5.50	765.93
217	3913001	3015 GRIEVE RD	LOT 126, PLAN KAP1247, SEC 3, TWP 26, 41	9.88	1375.89
217	3913100	3145 GULLEY RD	LOT 127, PLAN KAP1247, SEC 3, TWP 26, 41	9.20	1281.19
217	3949320	4280 SPIERS RD	LOT B, PLAN KAP34609, SEC 3, TWP 26, 41	9.95	1385.64
217	3949340	4207 SPIERS RD	LOT B, PLAN KAP47098, SEC 3, TWP 26, 41	3.07	427.53
217	3949390	3480 WATER RD	LOT A, PLAN KAP71707, SEC 3, TWP 26, 41	6.46	899.62
217	3950000	3965 TODD RD	LOT , PLAN KAP1247, SEC 4, TWP 26, 41	8.67	1207.38
217	3952062	3865 SPIERS RD	LOT 138, PLAN KAP1247, SEC 4, TWP 26, 41	6.75	940.01
217	3953000	3895 SPIERS RD	LOT 139, PLAN KAP1247, SEC 4, TWP 26, 41	4.71	655.91
217	3955000	2809 GRIEVE RD	LOT 141, PLAN KAP1247, SEC 4, TWP 26, 41	11.94	1662.76
217	3956000	4201 SPIERS RD	LOT 142, PLAN KAP1247, SEC 4, TWP 26, 41	6.18	860.63
217	3960000	2699 SAUCIER RD	LOT 145, PLAN KAP1247, SEC 4, TWP 26, 41	3.76	523.62
217	3965000	4175 TODD RD	LOT 150, PLAN KAP1247, SEC 4, TWP 26, 41	8.33	1160.04
217	3968000	4067 TODD RD	LOT 153, PLAN KAP1247, SEC 4, TWP 26, 41	6.43	895.44
217	3971503	2287 WARD RD	LOT B, PLAN KAP78689, SEC 4, TWP 26, 41	35.86	4993.86
217	3973000	3980 TODD RD	LOT 159, PLAN KAP1247, SEC 4, TWP 26, 41	2.41	335.62
217	3979000	2715 HEWLETT RD	LOT 3, PLAN KAP1656, SEC 4, TWP 26, 41	8.31	1157.25
217	3981000	2570 SAUCIER RD	LOT , PLAN KAP6018B, SEC 4, TWP 26, 41	1.18	164.33
217	3985000	2675 HEWLETT RD	LOT A, PLAN KAP12142, SEC 4, TWP 26, 41	4.83	672.63
217	3990002	3950 SPIERS RD	LOT E, PLAN KAP12142, SEC 4, TWP 26, 41	1.37	190.79
217	3995027	3920 TODD RD	LOT B, PLAN KAP21140, SEC 4, TWP 26, 41	1.00	139.26
217	3995159	3955 SPIERS RD	LOT A, PLAN KAP56989, SEC 4, TWP 26, 41	1.33	185.22
217	3995172	2620 HEWLETT RD	LOT 2, PLAN KAP92520, SEC 4, TWP 26, 41	8.49	1182.32
217	3997000	1591 SAUCIER RD	LOT 237, PLAN KAP1247, SEC 5, TWP 26, 41	7.78	1083.44
217	4008001	4025 CASORSO RD	LOT A, PLAN KAP91004, SEC 5, TWP 26, 41	2.83	394.11
217	4008002	4029 CASORSO RD	LOT B, PLAN KAP91004, SEC 5, TWP 26, 41	3.15	438.67
217	4014004	3896A CASORSO RD	LOT A, PLAN KAP92331, SEC 5, TWP 26, 41	8.93	1243.59
217	4016000	3877 CASORSO RD	LOT 4, PLAN KAP2243, SEC 5, TWP 26, 41	1.51	210.28
217	4021000	3995 CASORSO RD	LOT 8, PLAN KAP2243, SEC 5, TWP 26, 41	5.70	793.78
217	4023000	1989 WARD RD	LOT 10, PLAN KAP2243, SEC 5, TWP 26, 41	9.33	1299.30
217	4029000	4153 BEDFORD RD	LOT 1, PLAN KAP15793, SEC 5, TWP 26, 41	5.77	803.53
217	4031000	4122 BEDFORD RD	LOT 4, PLAN KAP15793, SEC 5, TWP 26, 41	1.88	261.81

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	4032158	3860 CASORSO RD	LOT 2, PLAN KAP89549, SEC 5, TWP 26, 41	1.00	139.26
217	4118205	1950 WARD RD	LOT A, PLAN KAP48946, SEC 8, TWP 12, 41	12.85	1789.49
217	4118206	1990 WARD RD	LOT B, PLAN KAP48946, SEC 8, TWP 12, 41	2.49	346.76
217	4121000	3677 SPIERS RD	LOT 1, PLAN KAP1072, SEC 9, TWP 26, 41	4.74	660.09
217	4127000	3663 SPIERS RD	LOT 2, PLAN KAP1765, SEC 9, TWP 26, 41	7.25	1009.64
217	4151030	3769 SPIERS RD	LOT 1, PLAN KAP23684, SEC 9, TWP 26, 41	1.66	231.17
217	4151105	2190 GULLEY RD	LOT A, PLAN KAP26008, SEC 9, TWP 26, 41	7.36	1024.95
217	4151125	2568 K.L.O. RD	LOT B, PLAN KAP26528, SEC 9, TWP 26, 41	3.53	491.59
217	4151140	3664 SPIERS RD	LOT A, PLAN KAP28797, SEC 9, TWP 26, 41	13.98	1946.85
217	4151150	3668 SPIERS RD	LOT B, PLAN KAP28797, SEC 9, TWP 26, 41	1.00	139.26
217	4151155	3678 SPIERS RD	LOT C, PLAN KAP28797, SEC 9, TWP 26, 41	6.77	942.79
217	4151192	2777 K.L.O. RD	LOT A, PLAN KAP43297, SEC 9&10, TWP 26, 41	9.58	1334.11
217	4151195	3740 HART RD	LOT 6, PLAN KAP29282, SEC 9, TWP 26, 41	6.47	901.01
217	4151200	2452 GULLEY RD	LOT 7, PLAN KAP29282, SEC 9, TWP 26, 41	21.88	3047.01
217	4151210	2725 K.L.O. RD	LOT A, PLAN KAP45934, SEC , TWP 26, 41	28.73	4000.94
217	4151260	2295 K.L.O. RD	LOT 2, PLAN KAP33463, SEC 9, TWP 26, 41	8.62	1200.42
217	4151265	3551 SPIERS RD	LOT 3, PLAN KAP33463, SEC 9, TWP 26, 41	3.28	456.77
217	4151292	2202 GULLEY RD	LOT A, PLAN KAP44147, SEC 9, TWP 26, 41	21.08	2935.60
217	4151300	3671 SPIERS RD	LOT A, PLAN KAP70726, SEC 9, TWP 26, 41	1.23	171.29
217	4152000	3690 POOLEY RD	LOT , PLAN , SEC 10, TWP 26, 41	16.99	2366.03
217	4154000	3400 REEKIE RD	LOT 3, PLAN KAP355, SEC 10, TWP 26, 41	8.73	1215.74
217	4156000	3455 ROSE RD	LOT 4, PLAN KAP355, SEC 10, TWP 26, 41	16.80	2339.57
217	4157051	3480 FITZGERALD RD	LOT 5, PLAN KAP355, SEC 10, TWP 26, 41	10.07	1402.35
217	4158000	3201 ROSE RD	LOT 3, PLAN KAP790, SEC 10, TWP 26, 41	16.21	2257.40
217	4160001	3090 MCCULLOCH RD	LOT 5, PLAN KAP790, SEC 10, TWP 26, 41	5.65	786.82
217	4161000	3641 HART RD	LOT 7, PLAN KAP790, SEC 10, TWP 26, 41	6.80	946.97
217	4167000	3286 MCCULLOCH RD	LOT 3, PLAN KAP978, SEC 10, TWP 26, 41	6.58	916.33
217	4168000	3296 1 MCCULLOCH RD	LOT 4, PLAN KAP978, SEC 10, TWP 26, 41	4.11	572.36
217	4170000	3041 POOLEY RD	LOT 3, PLAN KAP1517, SEC 10, TWP 26, 41	2.40	334.22
217	4171000	3131 POOLEY RD	LOT 2, PLAN KAP1517, SEC 10, TWP 26, 41	1.00	139.26
217	4174002	3099 MCCULLOCH RD	LOT B, PLAN KAP71621, SEC 10, TWP 26, 41	2.91	405.25
217	4176000	3591 HART RD	LOT 3, PLAN KAP1589, SEC 10, TWP 26, 41	3.33	463.74
217	4179000	3635 REEKIE RD	LOT A, PLAN KAP2038, SEC 10, TWP 26, 41	15.68	2183.60
217	4180000	3695 FITZGERALD RD	LOT B, PLAN KAP2038, SEC 10, TWP 26, 41	25.65	3572.02

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217	4181000	3520 REEKIE RD	LOT 1, PLAN KAP2398, SEC 10, TWP 26, 41	3.96	551.47
217	4183000	3680 REEKIE RD	LOT 2, PLAN KAP2398, SEC 10, TWP 26, 41	10.94	1523.50
217	4194000	3275 MCCULLOCH RD	LOT 1, PLAN KAP6530, SEC 10, TWP 26, 41	12.18	1696.19
217	4198000	3524 ROSE RD	LOT A, PLAN KAP11840, SEC 10, TWP 26, 41	9.17	1277.01
217	4199100	3564 ROSE RD	LOT A, PLAN KAP18708, SEC 10, TWP 26, 41	11.84	1648.84
217	4199156	3269 MCCULLOCH RD	LOT 2, PLAN KAP90496, SEC 10, TWP 26, 41	2.06	286.88
217	4199180	3301 MCCULLOCH RD	LOT 2, PLAN KAP28811, SEC 3&10, TWP 26, 41	14.83	2065.23
217	4199252	3630 FITZGERALD RD	LOT B, PLAN KAP30817, SEC 10, TWP 26, 41	10.10	1406.53
217	4199254	3505 FITZGERALD RD	LOT 1, PLAN KAP30818, SEC 10, TWP 26, 41	20.43	2845.08
217	4199278	3565 ROSE RD	LOT A, PLAN KAP38325, SEC 10, TWP 26, 41	7.88	1097.37
217	4199280	3248 MCCULLOCH RD	LOT B, PLAN KAP38325, SEC 10, TWP 26, 41	1.00	139.26
217	4199302	3665 HART RD	LOT 2, PLAN KAP48949, SEC 10, TWP 26, 41	11.35	1580.60
217	4199303	3255 MCCULLOCH RD	LOT A, PLAN KAP63291, SEC 10, TWP 26, 41	1.00	139.26
217	4199306	3671 HART RD	LOT B, PLAN KAP92586, SEC 10, TWP 26, 41	3.71	516.65
217	4201000	3940 SENGERR RD	LOT , PLAN , SEC 11, TWP 26, 41	5.55	772.89
217	4208000	2604 A BELGO RD	LOT 5, PLAN KAP1380, SEC 11, TWP 26, 41	7.07	984.57
217	4209000	2502 BELGO RD	LOT 6, PLAN KAP1380, SEC 11, TWP 26, 41	14.97	2084.72
217	4210000	2550 WALBURN RD	LOT 7, PLAN KAP1380, SEC , TWP 26, 41	3.35	466.52
217	4214000	2605 BELGO RD	LOT 3, PLAN KAP1380, SEC 11, TWP 26, 41	8.55	1190.67
217	4215000	2505 BELGO RD	LOT 4, PLAN KAP1380, SEC 11, TWP 26, 41	8.76	1219.92
217	4220000	3950 BORLAND RD	LOT , PLAN KAP1862B, SEC 11, TWP 26, 41	2.92	406.64
217	4222000	3527 BEMROSE RD	LOT 2, PLAN KAP2005, SEC 11, TWP 26, 41	3.17	441.45
217	4223000	3835 BORLAND RD	LOT A, PLAN KAP2645, SEC 11, TWP 26, 41	4.07	566.79
217	4225000	3553 BEMROSE RD	LOT 1, PLAN KAP4332, SEC 11, TWP 26, 41	4.37	608.57
217	4227000	3587 BEMROSE RD	LOT 3, PLAN KAP4332, SEC 11, TWP 26, 41	5.38	749.22
217	4228000	3625 BEMROSE RD	LOT A, PLAN KAP4553, SEC 11, TWP 26, 41	7.95	1107.12
217	4232000	3647 BEMROSE RD	LOT 1, PLAN KAP5787, SEC 11, TWP 26, 41	6.04	841.13
217	4234000	4010 SENGERR RD	LOT A, PLAN KAP6005, SEC 11, TWP 26, 41	25.24	3514.92
217	4235000	3975 SENGERR RD	LOT A, PLAN KAP6633, SEC 11, TWP 26, 41	2.62	364.86
217	4237120	2149 BELGO RD	LOT 1, PLAN KAP31521, SEC , TWP 26, 41	10.04	1398.17
217	4237128	2277 BELGO RD	LOT 1, PLAN EPP30052, SEC 11, TWP 26, 41	1.00	139.26
217	4237130	2327 BELGO RD	LOT 1, PLAN KAP33009, SEC 11, TWP 26, 41	8.84	1231.06
217	4237137	3547 BEMROSE RD	LOT 1, PLAN KAP71097, SEC 26, TWP 11, 41	1.00	139.26
217	4237138	2547 BELGO RD	LOT A, PLAN KAP76995, SEC 11, TWP 26, 41	1.00	139.26

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217	4237139	3567 BEMROSE RD	LOT A, PLAN KAP77725, SEC 11, TWP 26, 41	1.00	139.26
217	4240000	2260 GARNER RD	LOT 1, PLAN KAP1380, SEC , TWP 26, 41	8.53	1187.89
217	4243000	2455 WALBURN RD	LOT B, PLAN KAP3238B, SEC 12, TWP 26, 41	7.40	1030.52
217	4245051	2601 WALBURN RD	LOT 2, PLAN KAP62978, SEC 12, TWP 26, 41	7.63	1062.55
217	4247000	1190 LEWIS RD	LOT 9, PLAN KAP1380, SEC 13, TWP 26, 41	8.08	1125.22
217	4248000	2290 GARNER RD	LOT 2, PLAN KAP1380, SEC 13, TWP 26, 41	7.52	1047.24
217	4249000	2148 WALBURN RD	LOT 4, PLAN KAP1380, SEC 13, TWP 26, 41	10.45	1455.27
217	4254000	1093 TEASDALE RD	LOT 8, PLAN KAP1380, SEC , TWP 26, 41	5.17	719.97
217	4256000	1320 BELGO RD	LOT 1, PLAN KAP1926, SEC 13, TWP 26, 41	6.20	863.41
217	4258000	1404 LEWIS RD	LOT 2, PLAN KAP1926, SEC 13, TWP 26, 41	7.32	1019.38
217	4261000	1839 WALBURN RD	LOT 7, PLAN KAP1926, SEC 13, TWP 26, 41	5.61	781.25
217	4269002	2091 WALBURN RD	LOT 2, PLAN KAP4119, SEC 13, TWP 26, 41	3.52	490.20
217	4270003	1959 WALBURN RD	LOT B, PLAN KAP91170, SEC 13, TWP 26, 41	1.00	139.26
217	4293000	1181 LEWIS RD	LOT A, PLAN KAP11265, SEC 13, TWP 26, 41	1.24	172.68
217	4315000	3855 EAST KELOWNA RD	LOT 13, PLAN KAP665, SEC 14, TWP 26, 41	2.30	320.30
217	4317000	2075 BELGO RD	LOT 9, PLAN KAP1380, SEC 14, TWP 26, 41	4.20	584.89
217	4318001	1865 BELGO RD	LOT 11, PLAN KAP1380, SEC 14, TWP 26, 41	9.27	1290.94
217	4319000	2280 HOLLYWOOD RD S	LOT 12, PLAN KAP1380, SEC 14, TWP 26, 41	3.98	554.25
217	4323000	1725 TEASDALE RD	LOT 2, PLAN KAP1380, SEC 14, TWP 26, 41	1.56	217.25
217	4324000	1650 GEEN RD	LOT 3, PLAN KAP1380, SEC 14, TWP 26, 41	1.87	260.42
217	4325001	1390 GEEN RD	LOT A, PLAN KAP90868, SEC 14, TWP 26, 41	5.28	735.29
217	4325005	1552 GEEN RD	LOT 1, PLAN EPP34425, SEC 14, TWP 26, 41	1.92	267.38
217	4326000	1699 TEASDALE RD	LOT 5, PLAN KAP1380, SEC 14, TWP 26, 41	1.00	139.26
217	4327004	1595 TEASDALE RD	LOT B, PLAN EPP32484, SEC 14, TWP 26, 41	4.56	635.03
217	4329000	1409 TEASDALE RD	LOT 8, PLAN KAP1380, SEC 14, TWP 26, 41	3.20	445.63
217	4330000	1555 TEASDALE RD	LOT 10, PLAN KAP1380, SEC 14, TWP 26, 41	1.04	144.83
217	4333000	1375 GEEN RD	LOT 5, PLAN KAP1380, SEC 13, TWP 26, 41	1.00	139.26
217	4334001	1225 TEASDALE RD	LOT 6, PLAN KAP1380, SEC 14, TWP 26, 41	3.96	551.47
217	4335000	1103 TEASDALE RD	LOT 7, PLAN KAP1380, SEC 14, TWP 26, 41	2.17	302.19
217	4343000	2270 HOLLYWOOD RD S	LOT A, PLAN KAP1845, SEC 14, TWP 26, 41	1.00	139.26
217	4344000	2015 BELGO RD	LOT B, PLAN KAP1845, SEC 14, TWP 26, 41	8.86	1233.84
217	4346000	1565 1 BELGO RD	LOT B, PLAN KAP1846, SEC 14, TWP 26, 41	5.12	713.01
217	4350000	1469 TEASDALE RD	LOT 1, PLAN KAP4384, SEC 14, TWP 26, 41	7.52	1047.24
217	4351000	1429 TEASDALE RD	LOT 2, PLAN KAP4384, SEC 14, TWP 26, 41	1.96	272.95

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217	4353000	3675 EAST KELOWNA RD	LOT A, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	4354000	3223 REID RD	LOT B, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	4360093	3754 EAST KELOWNA RD	LOT B, PLAN KAP84170, SEC 14, TWP 26, 41	6.90	960.89
217	4360267	1708 GEEN RD	LOT 1, PLAN KAP82075, SEC 14, TWP 26, 41	5.27	733.90
217	4360268	1605 GEEN RD	LOT 2, PLAN KAP82075, SEC 14, TWP 26, 41	7.44	1036.09
217	4360354	1950 BELGO RD	LOT 2, PLAN KAP25528, SEC 14, TWP 26, 41	14.27	1987.24
217	4360527	3795 EAST KELOWNA RD	LOT A, PLAN KAP58793, SEC 14, TWP 26, 41	1.00	139.26
217	4364000	2995 DUNSTER RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	1.46	203.32
217	4365000	3098 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	9.89	1377.28
217	4366000	3002 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	2.39	332.83
217	4367000	2855 DUNSTER RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.96	2222.59
217	4368000	3152 EAST KELOWNA RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.92	2217.02
217	4369000	2795 DUNSTER RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	17.25	2402.24
217	4370002	3250 EAST KELOWNA RD	LOT B, PLAN EPP54381, SEC 15, TWP 26, 41	13.31	1853.55
217	4372000	3208 REID RD	LOT 18, PLAN KAP187, SEC 15, TWP 26, 41	7.63	1062.55
217	4375000	3350 POOLEY RD	LOT 20, PLAN KAP187, SEC 15, TWP 26, 41	7.89	1098.76
217	4379000	3073 DUNSTER RD	LOT 12, PLAN KAP665, SEC 16, TWP 26, 41	6.28	874.55
217	4380000	3502 EAST KELOWNA RD	LOT 11, PLAN KAP187, SEC 15, TWP 26, 41	8.40	1169.78
217	4381000	2947 EAST KELOWNA RD	LOT 1, PLAN KAP736, SEC 15, TWP 26, 41	8.00	1114.08
217	4382000	2981 EAST KELOWNA RD	LOT 2, PLAN KAP736, SEC 15, TWP 26, 41	6.57	914.94
217	4385000	3072 EAST KELOWNA RD	LOT 6, PLAN KAP821B, SEC 15, TWP 26, 41	3.50	487.41
217	4386001	3622 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	4.19	583.50
217	4386002	3652 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	1.06	147.62
217	4387000	3183 DUNSTER RD	LOT , PLAN KAP187, SEC 15, TWP 26, 41	4.78	665.66
217	4394000	3582 EAST KELOWNA RD	LOT B, PLAN KAP1670, SEC 15, TWP 26, 41	3.89	541.72
217	4396000	2960 MCCULLOCH RD	LOT B, PLAN KAP1703, SEC 15, TWP 26, 41	4.41	614.14
217	4400000	3430 POOLEY RD	LOT B, PLAN KAP1725, SEC 15, TWP 26, 41	11.76	1637.70
217	4402000	3251 EAST KELOWNA RD	LOT 1, PLAN KAP3379, SEC 15, TWP 26, 41	3.89	541.72
217	4403000	3240 POOLEY RD	LOT 2, PLAN KAP3379, SEC 15, TWP 26, 41	2.22	309.16
217	4404000	3260 POOLEY RD	LOT 3, PLAN KAP3379, SEC 15, TWP 26, 41	11.19	1558.32
217	4406000	3420 EAST KELOWNA RD	LOT 1, PLAN KAP3380, SEC 15, TWP 26, 41	9.01	1254.73
217	4407000	3490 EAST KELOWNA RD	LOT 2, PLAN KAP3380, SEC 15, TWP 26, 41	7.68	1069.52
217	4412000	3288 REID RD	LOT A, PLAN KAP4618, SEC 15, TWP 26, 41	10.80	1504.01
217	4416000	3329 EAST KELOWNA RD	LOT 1, PLAN KAP5512, SEC 15, TWP 26, 41	6.69	931.65

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217	4418000	3375 DALL RD	LOT 1, PLAN KAP6585, SEC 15, TWP 26, 41	5.07	706.05
217	4420000	3060 POOLEY RD	LOT 2, PLAN KAP6585, SEC 15, TWP 26, 41	2.15	299.41
217	4423190	3350 EAST KELOWNA RD	LOT 1, PLAN KAP30593, SEC 15, TWP 26, 41	1.00	139.26
217	4423192	3310 EAST KELOWNA RD	LOT 2, PLAN KAP30593, SEC 15, TWP 26, 41	13.31	1853.55
217	4423194	3410 POOLEY RD	LOT A, PLAN KAP34483, SEC 15, TWP 26, 41	4.50	626.67
217	4423198	3120 POOLEY RD	LOT B, PLAN KAP34888, SEC 15, TWP 26, 41	9.08	1264.48
217	4423205	3480 POOLEY RD	LOT A, PLAN KAP53451, SEC 15, TWP 26, 41	1.00	139.26
217	4423207	3367 REID RD	LOT B, PLAN KAP55650, SEC 15, TWP 26, 41	1.85	257.63
217	4423208	3390 REID RD	LOT 1, PLAN KAP56635, SEC 15, TWP 26, 41	1.00	139.26
217	4423209	3360 REID RD	LOT 2, PLAN KAP56635, SEC 15, TWP 26, 41	7.32	1019.38
217	4428000	3395 NEID RD	LOT 26, PLAN KAP187, SEC 16, TWP 26, 41	3.24	451.20
217	4432000	3194 DUNSTER RD	LOT 5, PLAN KAP665, SEC 16, TWP 26, 41	1.94	270.16
217	4433000	3172 DUNSTER RD	LOT 6, PLAN KAP665, SEC 16, TWP 26, 41	2.39	332.83
217	4436000	3042 1 DUNSTER RD	LOT 9, PLAN KAP665, SEC 16, TWP 26, 41	1.66	231.17
217	4525228	2877 EAST KELOWNA RD	LOT B, PLAN KAP33697, SEC 16, TWP 26, 41	6.38	888.48
217	4525503	2690 BEWLAY RD	LOT 1, PLAN KAP56199, SEC 16, TWP 26, 41	3.20	445.63
217	4591000	2934 DUNSTER RD	LOT C, PLAN KAP1700, SEC 22, TWP 26, 41	7.89	1098.76
217	4805214	2960 DUNSTER RD	LOT 1, PLAN KAP73437, SEC 22, TWP 26, 41	12.95	1803.42
217	4814000	1250 BELGO RD	LOT 3, PLAN KAP2128, SEC , TWP 26, 41	3.72	518.05
217	4824000	1205 BELGO RD	LOT 2, PLAN KAP2329, SEC 23, TWP 26, 41	2.42	337.01
217	4825001	1368 3 TEASDALE RD	LOT 3, PLAN KAP2329, SEC 23, TWP 26, 41	17.58	2448.19
217	4837000	1454 TEASDALE RD	LOT A, PLAN KAP4697, SEC 23, TWP 26, 41	1.92	267.38
217	4884000	1255 BELGO RD	LOT 2, PLAN KAP5620B, SEC , TWP 26, 41	14.91	2076.37
217	4898000	879 HIGHWAY 33 E	LOT 3, PLAN KAP9679, SEC , TWP 26, 41	8.94	1244.98
217	5479000	3363 SPRINGFIELD RD	LOT 5, PLAN KAP1802, SEC 24, TWP 26, 41	12.14	1690.62
217	5502130	811 HIGHWAY 33 E	LOT A, PLAN KAP23321, SEC 24, TWP 26, 41	1.93	268.77
217	5502305	1151 LEWIS RD	LOT A, PLAN KAP33567, SEC 24, TWP 26, 41	5.39	750.61
217	5502310	881 HIGHWAY 33 E	LOT B, PLAN KAP33567, SEC 24, TWP 26, 41	8.89	1238.02
217	5503001	751 HARTMAN RD	LOT , PLAN KAP264, SEC 25, TWP 26, 41	8.85	1232.45
217	5510000	920 HARTMAN RD	LOT 3, PLAN KAP731, SEC 25, TWP 26, 41	5.95	828.60
217	5511000	1130 HARTMAN RD	LOT 4, PLAN KAP731, SEC 25, TWP 26, 41	5.37	747.83
217	5513002	1080 GIBSON RD	LOT A, PLAN EPP11757, SEC 25, TWP 26, 41	1.00	139.26
217	5513004	1120 GIBSON RD	LOT B, PLAN EPP11757, SEC 25, TWP 26, 41	6.28	874.55
217	5514000	1145 MORRISON RD	LOT 2, PLAN KAP1515, SEC 25, TWP 26, 41	2.51	349.54

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217	5516000	712 MCCURDY RD E	LOT 4, PLAN KAP1515, SEC 25, TWP 26, 41	6.83	951.15
217	5517000	225 GIBSON RD	LOT 4, PLAN KAP1760, SEC 25, TWP 26, 41	3.72	518.05
217	5519002	1610 SWAINSON RD	LOT 1, PLAN KAP77945, SEC , TWP 26, 41	10.86	1512.36
217	5524000	1308 MCKENZIE RD	LOT 12, PLAN KAP1760, SEC 25, TWP 26, 41	6.55	912.15
217	5529000	1795 MCCURDY RD E	LOT 1, PLAN KAP77943, SEC , TWP 26, 41	1.18	164.33
217	5530000	1550 SWAINSON RD	LOT 1, PLAN KAP77944, SEC , TWP 26, 41	22.85	3182.09
217	5548000	1090 MCKENZIE RD	LOT 2, PLAN KAP4586, SEC 25, TWP 26, 41	26.74	3723.81
217	5561000	690 HARTMAN RD	LOT A, PLAN KAP5499, SEC 25, TWP 26, 41	16.60	2311.72
217	5579469	1045 EL PASO RD	LOT 22, PLAN KAP22986, SEC 25, TWP 26, 41	5.19	722.76
217	5579575	839 HARTMAN RD	LOT 2, PLAN KAP29183, SEC 25, TWP 26, 41	17.85	2485.79
217	5579684	837 HARTMAN RD	LOT A, PLAN KAP35135, SEC 25, TWP 26, 41	2.66	370.43
217	6471000	463 VALLEY RD	LOT 2, PLAN KAP896, SEC , TWP 26, 41	2.03	282.70
217	6499001	445 VALLEY RD	LOT 3, PLAN KAP896, SEC 33, TWP 26, 41	3.75	522.23
217	6501000	2224 ROJEM RD	LOT 4, PLAN KAP896, SEC 33, TWP 26, 41	2.06	286.88
217	6502000	389 VALLEY RD	LOT 5, PLAN KAP896, SEC 33, TWP 26, 41	7.83	1090.41
217	6507000	2429 LONGHILL RD	LOT 14, PLAN KAP1068, SEC 33, TWP 26, 41	11.55	1608.45
217	6508000	2449 LONGHILL RD	LOT 15, PLAN KAP1068, SEC 33, TWP 26, 41	1.28	178.25
217	6510000	120 MAIL RD	LOT 15, PLAN KAP1068, SEC , TWP 26, 41	7.95	1107.12
217	6511000	102 MAIL RD	LOT 16, PLAN KAP1068, SEC , TWP 26, 41	8.75	1218.53
217	6524000	2300 30 SILVER PL	LOT 8, PLAN KAP1249, SEC 33, TWP 26, 41	3.43	477.66
217	6525000	2227 ROJEM RD	LOT 9, PLAN KAP1249, SEC 33, TWP 26, 41	2.10	292.45
217	6527000	2255 ROJEM RD	LOT 11, PLAN KAP1249, SEC 33, TWP 26, 41	4.42	615.53
217	6528000	2309 ROJEM RD	LOT 12, PLAN KAP1249, SEC 33, TWP 26, 41	4.36	607.17
217	6529000	2323 ROJEM RD	LOT 13, PLAN KAP1249, SEC 33, TWP 26, 41	2.78	387.14
217	6533000	2379 ROJEM RD	LOT 17, PLAN KAP1249, SEC 33, TWP 26, 41	1.96	272.95
217	6541000	330 VALLEY RD	LOT 2, PLAN KAP4043, SEC 33, TWP 26, 41	1.00	139.26
217	6554120	2389 2 ROJEM RD	LOT A, PLAN KAP26223, SEC 33, TWP 26, 41	4.91	683.77
217	6554140	2400 LONGHILL RD	LOT A, PLAN KAP26592, SEC 4&33, TWP 23, 41	2.41	335.62
217	6554160	2461 LONGHILL RD	LOT A, PLAN KAP28623, SEC 33, TWP 26, 41	5.10	710.23
217	6554195	2350 SILVER PL	LOT 1, PLAN KAP33461, SEC 33, TWP 26, 41	3.52	490.20
217	6554197	2489 LONGHILL RD	LOT 2, PLAN KAP33461, SEC 33, TWP 26, 41	4.13	575.14
217	6554199	574 RIFLE RD	LOT 3, PLAN KAP33461, SEC 33, TWP 26, 41	3.39	472.09
217	6554238	2351 ROJEM RD	LOT C, PLAN KAP61113, SEC 33, TWP 26, 41	4.45	619.71
217	6557002	2710 LONGHILL RD	LOT B, PLAN KAP88097, SEC 34, TWP 26, 41	1.00	139.26

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217	6612470	2512 LONGHILL RD	LOT A, PLAN KAP26258, SEC , TWP 26, 41	13.50	1880.01
217	6612672	2614 LONGHILL RD	LOT 1, PLAN KAP40166, SEC 34, TWP 26, 41	2.17	302.19
217	6638000	1844 RUTLAND RD N	LOT , PLAN KAP264, SEC 35, TWP 26, 41	1.00	139.26
217	6646000	625 CORNISH RD	LOT 27, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	6647000	610 CORNISH RD	LOT 28, PLAN KAP425, SEC 35, TWP 26, 41	7.77	1082.05
217	6650001	550 CORNISH RD	LOT 31, PLAN KAP425, SEC 3526, TWP , 41	1.00	139.26
217	6658000	355 CORNISH RD	LOT 41, PLAN KAP425, SEC 35, TWP 26, 41	3.64	506.91
217	6773003	1685 RUTLAND RD N	LOT 3, PLAN KAP18313, SEC 35, TWP 26, 41	2.05	285.48
217	6773440	585 CORNISH RD	LOT 1, PLAN KAP19142, SEC 35, TWP 26, 41	3.86	537.54
217	6776850	2105 MORRISON RD	LOT 1, PLAN KAP425, SEC 36, TWP 26, 41	4.14	576.54
217	6776900	1990 MCKENZIE RD	LOT 2, PLAN KAP425, SEC 36, TWP 26, 41	15.13	2107.00
217	6777000	1900 MCKENZIE RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	6.03	839.74
217	6778000	1893 MORRISON RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	4.17	580.71
217	6788000	1304 MORRISON RD	LOT 10, PLAN KAP425, SEC 36, TWP 26, 41	7.58	1055.59
217	6793000	2104 1 MORRISON RD	LOT 15, PLAN KAP425, SEC , TWP 26, 41	2.82	392.71
217	6794000	685 2 OLD VERNON RD	LOT 16, PLAN KAP425, SEC , TWP 26, 41	7.70	1072.30
217	6796000	745 CORNISH RD	LOT 18, PLAN KAP425, SEC , TWP 26, 41	6.35	884.30
217	6799510	1425 MORRISON RD	LOT B, PLAN EPP15301, SEC 36, TWP 26, 41	7.31	1017.99
217	6803000	1350 HORNING RD	LOT 20, PLAN KAP1760, SEC 36, TWP 26, 41	14.64	2038.77
217	6805005	1920 MCCURDY RD E	LOT 3, PLAN KAP91486, SEC 31, TWP 27, 41	14.58	2030.41
217	6806000	1431 LATTA RD	LOT 24, PLAN KAP1760, SEC , TWP 26, 41	2.65	369.04
217	6807001	1305 LATTA RD	LOT 25, PLAN KAP1760, SEC 36, TWP 26, 41	11.53	1605.67
217	6810002	1341 LATTA RD	LOT 28, PLAN KAP1760, SEC 36, TWP 26, 41	9.97	1388.42
217	6814006	1400 LATTA RD	LOT 2, PLAN KAP91485, SEC 31, TWP 27, 41	10.47	1458.05
217	6814007	1448 LATTA RD	LOT 3, PLAN KAP91485, SEC 31, TWP 27, 41	17.22	2398.06
217	6817001	1331 MCCURDY RD E	LOT 1, PLAN KAP4060, SEC 36, TWP 26, 41	19.57	2725.32
217	6819000	1545 MCCURDY RD E	LOT 3, PLAN KAP4060, SEC 36, TWP 26, 41	15.90	2214.23
217	6820000	1445 LATTA RD	LOT 25, PLAN KAP4218B, SEC 36, TWP 26, 41	12.24	1704.54
217	6828490	1761 MORRISON RD	LOT A, PLAN KAP25654, SEC 36, TWP 26, 41	3.97	552.86
217	6828500	1750 MCKENZIE RD	LOT B, PLAN KAP25654, SEC 36, TWP 26, 41	10.23	1424.63
217	6828524	1700 MCKENZIE RD	LOT D, PLAN KAP25654, SEC 36, TWP 26, 41	7.37	1026.35
217	6828618	1301 LATTA RD	LOT 1, PLAN KAP33998, SEC 36, TWP 26, 41	1.00	139.26
217	6828642	837 MCCURDY RD E	LOT 2, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	6828644	833 MCCURDY RD E	LOT 3, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	6886003	2025 1 TREETOP RD	LOT 1, PLAN KAP1760, SEC , TWP 27, 41	9.81	1366.14
217	6960185	5681 LAKESHORE RD	LOT 1, PLAN EPP37698, SEC 16, TWP 28, 54	1.00	139.26
217	7143000	559 BARNABY RD	LOT 3, PLAN KAP1743, SEC 25, TWP 28, 54	1.00	139.26
217	7161000	4856 LAKESHORE RD	LOT , PLAN KAP1722, SEC 25, TWP 29, 41	3.73	519.44
217	7264002	1456 DEHART RD	LOT 1, PLAN KAP1837, SEC , TWP 29, 41	11.58	1612.63
217	7269000	999 CRAWFORD RD	LOT 1, PLAN KAP13170, SEC 31, TWP 29, 41	11.85	1650.23
217	7270072	1265 CRAWFORD RD	LOT 2, PLAN KAP21104, SEC 31, TWP 29, 41	1.00	139.26
217	7270074	1285 CRAWFORD RD	LOT 3, PLAN KAP21104, SEC , TWP 29, 41	1.00	139.26
217	7278000	4551 STEWART RD W	LOT 220, PLAN KAP1247, SEC 32, TWP 29, 41	2.89	402.46
217	7280000	4480 STEWART RD E	LOT 222, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	7286000	1690 SAUCIER RD	LOT 228, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	7287000	1670 SAUCIER RD	LOT 229, PLAN KAP1247, SEC 32, TWP 29, 41	6.61	920.51
217	7290000	1650 SAUCIER RD	LOT 232, PLAN KAP1247, SEC 32, TWP 29, 41	9.79	1363.36
217	7291000	4202 BEDFORD RD	LOT 233, PLAN KAP1247, SEC 32, TWP 29, 41	9.74	1356.39
217	7293000	1601 SAUCIER RD	LOT 238, PLAN KAP1247, SEC 32, TWP 29, 41	1.62	225.60
217	7296000	1475 DEHART RD	LOT 246, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	7304000	4132 BEDFORD RD	LOT 3, PLAN KAP15793, SEC 32, TWP 29, 41	6.38	888.48
217	7304010	1485 DEHART RD	LOT 1, PLAN KAP20969, SEC 32, TWP 29, 41	1.21	168.50
217	7351000	4305 JAUD RD	LOT 5, PLAN KAP6171, SEC 34, TWP 29, 41	17.46	2431.48
217	9533000	2517 GALE RD	LOT 2, PLAN KAP10810, SEC , TWP , 41	6.91	962.29
217	9533052	2499 GALE RD	LOT C, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	9533053	2475 GALE RD	LOT D, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	9533054	2449 GALE RD	LOT E, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	9533055	2427 GALE RD	LOT F, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	9533057	2555 GALE RD	LOT A, PLAN EPP65442, SEC , TWP , 41	1.39	193.57
217	10393000	2050 BYRNS RD	LOT 1, PLAN KAP2830, SEC 17, TWP 26, 41	20.34	2832.55
217	10394001	2190 COOPER RD	LOT A, PLAN KAP80629, SEC , TWP , 41	6.70	933.04
217	10410000	1756 BYRNS RD	LOT 23, PLAN KAP415, SEC , TWP , 41	11.40	1587.56
217	10411000	1890 BYRNS RD	LOT 23, PLAN KAP415, SEC 19, TWP 26, 41	4.35	605.78
217	10414000	1756 BYRNS RD	LOT 26, PLAN KAP415, SEC , TWP , 41	15.50	2158.53
217	10518000	1650 BYRNS RD	LOT 2, PLAN KAP78759, SEC , TWP , 41	3.61	502.73
217	10519852	2225 SPALL RD	LOT B, PLAN KAP40808, SEC , TWP , 41	13.45	1873.05
217	10519854	1980 BYRNS RD	LOT C, PLAN KAP40808, SEC , TWP , 41	10.91	1519.33
217	10519856	1990 BYRNS RD	LOT D, PLAN KAP40808, SEC , TWP , 41	1.00	139.26

Jurisdiction	Folio	Grower Address	Legal Description	Adj. Acres	x139.26
217	10531000	1909 BYRNS RD	LOT 15, PLAN KAP415, SEC , TWP , 41	10.05	1399.56
217	10543001	2589 BENVOLIN RD	LOT 1, PLAN KAP3357, SEC , TWP , 41	5.67	789.60
217	10549000	2029 BYRNS RD	LOT 2, PLAN KAP8615, SEC , TWP , 41	8.21	1143.32
217	10589113	1909 BYRNS RD	LOT B, PLAN KAP67173, SEC , TWP , 41	22.89	3187.66
217	11501711	4345 HOBSON RD	LOT 25, PLAN KAP27559, SEC , TWP , 41	1.00	139.26
217	11502309	4340 HOBSON RD	LOT A, PLAN KAP69885, SEC , TWP , 41	1.00	139.26
217	12185840	2450 SAUCIER RD	LOT 166, PLAN KAP1247, SEC 33, TWP 29, 41	3.68	512.48
217	12185870	2225 SAUCIER RD	LOT 180, PLAN KAP1247, SEC 33, TWP 29, 41	1.00	139.26
217	12191000	4400 JAUD RD	LOT 3, PLAN KAP1734, SEC 33, TWP 29, 41	13.92	1938.50
217	12199072	4499 WALLACE HILL RD	LOT A, PLAN KAP35213, SEC , TWP , 41	2.01	279.91
217	12199082	4380 WALLACE HILL RD	LOT 2, PLAN KAP39632, SEC , TWP , 41	4.70	654.52
217	12199103	2740 HARVARD RD	LOT 14, PLAN KAP62784, SEC , TWP , 41	3.11	433.10
217	12199105	4300 WALLACE HILL RD	LOT B, PLAN KAP62482, SEC , TWP , 41	15.82	2203.09
				2316.51	322597.18

CITY OF KELOWNA

BYLAW NO. 11366

Amendment No. 5 to Active Living & Culture Fees and Charges Bylaw No. 9609

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Recreation Cultural Services Fees and Charges Bylaw No. 9609 be amended as follows:

1. THAT all references to “Recreation & Cultural Services” be deleted and replaced with “Active Living and Culture”;
2. AND THAT Section 2. be amended by:
 - a) deleting in sub-paragraph (a) “his or her” before the words “designate, based upon the facility in question”;
 - b) deleting in sub-paragraph (d) at the end of the paragraph “ for set up of the plan”;
 - c) deleting sub-paragraph (e) that reads:

“Where overnight parking at a City of Kelowna facility has been approved pursuant to the City’s Outdoor Events Bylaw No. 8358 for participants of tournaments or special events, a fee of \$15.00 per vehicle per night shall be charged;”

And replacing it with:

“Where overnight parking at a City of Kelowna facility has been approved pursuant to the City’s Conditions of Use & Allocation Policy for Recreation Facilities, Theatre, Sportsfields and Parks for participants of tournaments or special events, a fee of \$15.00 per vehicle per night shall be charged;”

- d) deleting in sub-paragraph (e), the first bullet that reads:

“for agreements equal to or less than \$100.00, the rental deposit is the full amount;”

And replace with:

“for agreements equal to or less than \$100.00, the rental deposit is 50% of the full amount;”

- e) adding to Section 2 new sub-paragraphs (g) and (h) that reads:

“(g) Returned payment fees will be applied to all returned payments as per Miscellaneous Fees and Charges Bylaw No. 9381.

(h) All rentals subject to extra fees as defined in the City’s Condition of Use & Allocation Policy.”

3. AND THAT Section 3. be amended by adding “B1” after “The fees and charges as noted in Schedules A, B,”
4. AND THAT SCHEDULE A be deleted in its entirety and replaced with new SCHEDULE A as attached to and forming part of this bylaw;
5. AND THAT SCHEDULE B be deleted in its entirety and replaced with new SCHEDULE B as attached to and forming part of this bylaw;
6. AND THAT SCHEDULE B1 be deleted in its entirety and replaced with new SCHEDULE B1 as attached to and forming part of this bylaw;
7. AND THAT SCHEDULE C be deleted in its entirety and replaced with new SCHEDULE C as attached to and forming part of this bylaw;
8. AND THAT SCHEDULE D be deleted in its entirety and replaced with new SCHEDULE D as attached to and forming part of this bylaw;
9. AND THAT SCHEDULE E be deleted in its entirety and replaced with new SCHEDULE E as attached to and forming part of this bylaw;
10. AND THAT SCHEDULE F be deleted in its entirety and replaced with new SCHEDULE F as attached to and forming part of this bylaw;
11. AND THAT SCHEDULE G be deleted in its entirety and replaced with new SCHEDULE G as attached to and forming part of this bylaw;
12. AND THAT SCHEDULE H be deleted in its entirety and replaced with new SCHEDULE H as attached to and forming part of this bylaw;
13. This bylaw may be cited for all purposes as “Bylaw No. 11366 being Amendment No. 5 to Recreation Cultural Services Fees and Charges Bylaw No. 9609”;
14. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 24th day of April, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE A

Parkinson Recreation Centre - Facility Admission Fees & Charges 1800 Parkinson Way, Kelowna, B.C.

- All rates are subject to taxes unless otherwise stated.
- Single Entry or Drop-In rates are inclusive of tax where applicable.
- Rates are effective April 1, 2017 and increase annually except the 6 month and 1 year Family rates which are effective May 1, 2017 and will increase annually on April 1 every year thereafter.

<u>Tickets</u>	Single Entry or Drop-In * tax included		10 Entry Card		20 Entry Card	
	Pool	Facility	Pool	Facility	Pool	Facility
Adult (19-64)	\$5.25	\$6.75	\$42.50	\$54.60	\$75.00	\$96.40
Youth/Student (13-18)	\$3.95	\$5.00	\$32.00	\$40.50	\$56.40	\$71.40
Child (7-12)	\$2.90	n/a	\$23.50	n/a	\$41.40	n/a
Preschool (3-6)	\$1.60	n/a	\$13.00	n/a	\$23.00	n/a
Seniors (65-74)	\$3.95	\$5.00	\$32.00.	\$40.50	\$56.40	\$71.40
Seniors (75+)	\$2.90	\$3.00	\$23.50	\$24.30	\$41.40	\$43.00
Family	\$11.40	\$14.50	\$92.30	\$117.40	\$160.20	\$207.20

<u>Passes</u>	1 Month Pass	3 Month Pass	6 Month Pass	1 Year Pass
	Pool Facility	Pool Facility	Pool Facility	Pool Facility
Adult (19-64)	\$42.50	\$112.55	\$195.10	\$330.20
	\$54.65	\$144.65	\$250.70	\$424.30
	\$32.00	\$84.65	\$146.70	\$248.30
Youth/Student (13-18)	\$40.50	\$107.15	\$185.70	\$314.30
	\$23.50	\$62.15	\$107.70	\$182.30
Child (7-12)	N/A	N/A	N/A	N/A
	\$12.95	\$34.30	\$59.45	\$100.55
Preschool (3-6)	N/A	N/A	N/A	N/A
	\$32.00	\$84.65	\$146.70	\$248.30
Seniors (65-74)	\$40.50	\$107.15	\$185.70	\$314.30
	\$23.50	\$62.15	\$107.70	\$182.30
Seniors (75+)	\$24.30	\$64.30	\$ 111.45	\$188.55
	\$92.30	\$245.30	\$395.30	\$668.94
Family	\$117.40	\$310.70	\$500.70	\$847.34

Infants 2 & under free

Family defined in the Active Living & Culture Conditions of Use and Allocation Guidelines

Pool Pass is swim only with access to hot tub and steam room

Facility Pass includes access to pool, hot tub, steam room, fitness facility and drop-in gymnasium

Facility Promo Pass - \$25 - provides unlimited access to the fitness centre and pool for one month and is available to new facility customers only

Corporate Wellness Pass Program - 25% discount off 1 year Adult Facility rate or on 100 or more Adult Facility single entries

Access Pass Fees

- The Access Pass is a discount recreation pass for persons with a permanent disability who meet the eligibility requirements set by the Director of Active Living & Culture or his/her designate
- Access Passes are tax exempt and the discount rates are based on a one year Adult Facility Pass (as noted on the previous page)

Access Pass	
Combination Access Pass	67%
Program Access Pass (Annual pass January 1 st - December 31 st)	75%
Facility Access Pass	75%

Administration Fees:

- Membership Cancellation Fee - \$5.00 for monthly and yearly passes cancelled prior to expiration
- Program Withdrawal Fee - \$5.00
- Membership Card Replacement Fee - \$5.00
- Monthly Payment Plan - \$30.00 per year processing fee per pass

Registration Service Agreements:

- Active Living & Culture provides registration services to enable non-profit community organizations to provide a wide variety of recreational and educational programs to the residents of Kelowna. The fee charged is for the facilitation of the registration process based on \$15 per registrant plus applicable taxes and is subject to the terms and conditions of the Registration Service Agreement.

SCHEDULE B

Parkinson Recreation Centre - Facility Rental Fees & Charges 1800 Parkinson Way

- All rates are subject to taxes unless otherwise stated.
- All rates are effective May 1, 2017 and increase annually on April 1 every year thereafter.

GYMNASIUM

- Gymnasium rates are per hour.

	Whole Gym	Half Gym
Adult	\$58.02	\$29.01
Youth	\$29.01	\$14.51

ROOM RENTALS

- Rates are per hour with a 3 hour minimum unless otherwise stated.
- Daily rate is charged at 10 hours.

Rooms	Commercial Rental Rates Hourly Rate	Non-Profit Rental Rates Hourly Rate
Apple Room	\$118.00	\$ 59.00
MacIntosh Room	\$78.00	\$ 39.00
Spartan Room	\$50.00	\$ 25.00
Kitchen	\$20.00	\$ 10.00
Gala Boardroom (Boardroom Table in Place)	\$28.00	\$ 14.00
Orchard Room (Bartlett, Red Haven & Sun Haven Sections + 2 kitchenettes)	\$56.00	\$ 28.00
Bartlett Room (+ kitchenette)	\$36.00	\$ 18.00
Cherry Room	\$36.00	\$18.00
Red Haven Room	\$28.00	\$ 14.00
Sun Haven Room (+ kitchenette)	\$36.00	\$ 18.00
Haven Room (Red Haven & Sun Haven Sections + 2 kitchenettes)	\$50.00	\$ 25.00
Bartlett Sun Room (Bartlett & Sun Haven Sections + 2 kitchenettes)	\$50.00	\$ 25.00
Outdoor Areas A & B (only available with room rental)	\$20.00	\$10.00
Outdoor Barbeque <ul style="list-style-type: none"> • does not include kitchen facilities 	\$71.82 per day	\$35.91 per day

SCHEDULE B1

Aquatic Rentals - Fees & Charges

H2O Adventure & Fitness Centre - 4075 Gordon Drive
Parkinson Recreation Centre - 1800 Parkinson Way

- All rates are subject to taxes unless otherwise stated.
- Rates are effective January 1, 2017 except the commercial rate at Parkinson Recreation Centre which is effective May 1, 2017 and all rates increase annually on April 1 each year thereafter.

H2O ADVENTURE & FITNESS CENTRE

Non-Profit Clubs Training & Competiition	Rates per lane per hour
Minor (local)	
25m	\$ 9.94
50m	\$14.91
Adult (local) & Minor (non-local)	
25m	\$14.91
50m	\$22.36
Adult (non-local)	
25m	\$22.36
50m	\$33.54

PARKINSON RECREATION CENTRE

Rental Rates	During Regular Pool Hours - per lane per hour	Outside Regular Pool Hours - per hour for the full pool
Non-Profit Minor		
25m	\$8.83	\$77.59
Non-Profit Adult		
25m	\$13.25	\$116.38
Commercial	\$26.50	\$232.76

Outside Regular Pool Hours:

- Includes two lifeguards for a maximum number of participants as required by the LifeSaving Society

SCHEDULE C**Apple Bowl - Facility Rental Fees & Charges**

1555 Burtch Avenue

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter.
- All rate/hour fees are capped at 10 hours per day with a 2 hour minimum.

Apple Bowl Rates	Rates per hour
Commercial	\$ 152.22
Community Use/Minor Organization	\$57.07
School District No. 23 Track Meets	N/C

Exclusive Use - rates per hour	2017	2018	2019	2020	2021
Track and Field Practice - Minor	\$14.18	\$15.60	\$18.72	\$22.46	\$26.95

SCHEDULE D**SportsFields - Rental Fees & Charges**

Various locations in Kelowna

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter.
- Rates are per hour (capped at 10 hours per day) and include lights.

LEAGUE PLAY

Prime Time Rates	Minor	Adult	Commercial
Field A	\$ 11.04	\$22.08	\$44.16
Field "Modified" A	\$9.67	\$ 19.34	\$38.68
Field B	\$8.28	\$ 16.56	\$33.12
Field C	\$4.15	\$ 8.30	\$16.60

LEAGUE PLAY & TOURNAMENT PLAY

Non-Prime Time Rates	Minor	Adult	Commercial
Field A	\$ 8.28	\$ 16.56	\$33.12
Field "Modified" A	\$7.24	\$14.48	\$28.96
Field B	\$6.21	\$12.42	\$24.84
Field C	\$ 3.11	\$ 6.22	\$12.44

ARTIFICIAL TURF

Rental Rates	Minor	Adult	Commercial
Prime Season	\$ 22.08	\$ 44.16	\$88.32
Non-Prime Season	\$ 11.04	\$ 22.08	\$44.16
½ Field - Prime Season	\$11.04	\$ 22.08	\$44.16
½ Field - Non-Prime Season	\$ 5.52	\$ 11.04	\$22.08

Park Permit Fee	Rate
Per Month	\$80.00
Per Season	\$400.00

SCHEDULE E**Arenas - Rental & Admission Fees & Charges**

Memorial Arena - 1424 Ellis St
 Rutland Arena - 645 Dodd Rd
 Prospera Place - 1234 Water St
 Capital News Centre - 4105 Gordon Dr

COMMUNITY USE RENTALS

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter.

Rental Rates - Memorial, Rutland and Prospera Arenas	Rate per hour
Minor/School District #23 & Private Schools (to grade 12) - Prime Time & Non-Prime Time	\$94.92
Adult/Commercial - PRIME TIME	\$189.84
Adult/Commercial - NON-PRIME TIME	\$ 142.38
Dry Floor - Minors	\$ 41.77
Dry Floor - Adults	\$83.54
Rate per day	
Community Events Rate - Prospera (not including set-up or take-down)	\$1,813.01

PUBLIC SKATING

- Taxes included.
- Rates are for Memorial, Rutland & Capital News Centre Arenas.

Admission Rates	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
Preschool (5 & under)	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00
Children (6-13)	\$3.75	\$3.75	\$4.00	\$4.00	\$4.00
General Admission	\$4.50	\$4.50	\$4.75	\$4.75	\$4.75
Seniors (65+)	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00
Family Skating Pass (Maximum 5 persons)	\$12.25	\$12.25	\$12.50	\$12.50	\$12.50
Parent and Tot Skate	\$2.75	\$2.75	\$3.00	\$3.00	\$3.00
Skating Punch Card - 10 visits (all ages)	\$35.00	\$35.00	\$37.00	\$37.00	\$37.00
Skating Punch Card - 20 visits (all ages)	\$65.00	\$65.00	\$70.00	\$70.00	\$70.00

SCHEDULE F

Multi-Purpose Facilities - Rental Fees & Charges

Okanagan Mission Activity Centre - 4398 Hobson Rd
 Kinsmen Fieldhouse Hall and Media Centre - 3975 Gordon Dr
 Cedar Creek Community Centre - 5160 Chute Lake Rd
 Rutland Activity Centre and Sport Kelowna - 765 Dodd Rd
 Parkinson Activity Centre - 1790 Parkinson Way

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter.
- Rates are per hour with a 3 hour minimum rental unless otherwise stated.
- Daily rate is charged at 10 hours.

	Non-Profit Rental Rates	Commercial Rental Rates
	Hourly Rate	Hourly Rate
Okanagan Mission Activity Centre Hall, Kitchen and Grounds	\$20.00	\$40.00
Kinsmen Fieldhouse Hall Hall and Kitchen	\$20.00	\$40.00
Kinsmen Media Centre Meeting Room	\$14.00	\$28.00
Cedar Creek Community Centre Main Hall & Kitchenette Meeting Room only	\$20.00 \$14.00	\$40.00 \$28.00
Rutland Activity Centre Hall Multi-Purpose Room Meeting Room	\$30.00 \$15.00 \$12.00	n/a n/a n/a
Sport Kelowna Boardroom	14.00	28.00
Parkinson Activity Centre Activity Room Main hall Kitchen (per day) Meeting Room Lounge	\$18.00 \$39.00 \$100.00 \$14.00 \$18.00	\$36.00 \$78.00 \$200.00 \$28.00 \$36.00

SCHEDULE G

Other Facilities/Parks - Fees & Charges

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter unless otherwise stated.

Outdoor Events Application Fee Category	Non-Profit Rates per licence	Commerical Rates per licence
A	\$60.00	\$120.00
B	\$90.00	\$180.00
C	\$120.00	\$240.00
D	\$150.00	\$300.00

	Non-Profit Rates			Commercial Rates		
	3 Hr Min. Rate	Additional Hours	10 hour Max. per day	3 Hr Min. Rate	Additional Hours	10 hour Max. per day
Park Rental - per section of park	\$36.39	\$12.13	\$121.30	\$72.78	\$24.26	\$242.60
Ticketed Events - Gross Gate	4% of gross ticket sales to a maximum of \$4,000.00			8% of gross ticket sales, to a maximum of \$8,000.00		
<ul style="list-style-type: none">Rental rates for ticketed events will be based on a percentage of gross ticket sales or base park rental, whichever is greater.The rate is based on the event dates only. Set up and take down days will not be included in the calculation, but park rental fees will apply.If the event is on multiple days, the Gross Gate calculation applies to the highest gross revenue day with the remaining day(s) maximum rate calculated at 50% of that day.						
Permission to apply for a Special Event Permit Fee	\$ 68.92					
Sound System	\$50.00 per day					
Weddings & Memorials in City parks	\$150.00 for a maximum of 3 hours					

Bleachers:	Non-Profit Rates	Commercial Rates
Transportable Bleachers ▶ (1 st day)	\$177.95	\$355.90
Transportable Bleachers ▶ (additional days)	\$80.63	\$161.26
Standard Paris Bleachers ▶ (1 st day)	\$201.60	\$403.20
Standard Paris Bleachers ▶ (additional days)	\$81.99	\$163.98
Grand Promenade - Convention/Trade Show Space (see Conditions of Use & Allocations Guidelines for map):		
• Any 1 Display Area	\$392.71	\$392.71
• Any 3 Display Areas	\$1,014.64	\$1,014.64

Other Facilities/Parks - Fees & Charges

- All rates are subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually April 1 every year thereafter.

Tennis & Pickleball Courts	Court per Hour	Court per Day (10hr max)
Non-profit	\$5.00	\$50.00
Commercial	\$10.00	\$100.00

Pickleball Kelowna	2017	2018	2019	2020	2021
Per member	\$12.00	\$14.00	\$16.00	\$18.00	\$20.00

Court per Hour	Basketball and Outdoor Multi-Sport Courts	Beach Volleyball
Minor	\$8.50	\$7.50
Adult	\$17.00	\$15.00
Commercial	\$34.00	\$30.00

Kelowna Community Theatre - Fees & Charges
1375 Water Street, Kelowna, B.C.

- All rates subject to taxes unless otherwise stated.
- Rates are effective May 1, 2017 and increase annually on April 1 every year thereafter unless otherwise stated.

Rental Rates (8 hours continuous use)	Rate
Commercial Rate	\$1,600.00
Category A: Local Non-profit Producers & SD23	\$800.00
Category B: Local Non-profit Presenters	\$1,120.00
Dark Day Rate during multiple day rentals (maximum 2 days for each full week performance run)	\$240.00
Multiple performances in one day	1.5 times the listed rate
Capital Improvement Fee (all rentals) - not subject to an annual increase	\$1.75 per attendee
Additional rental hours	5% of the listed rate charged per hour

MAIN STAGE - REHEARSAL

- Rehearsal day rates are only available in preparation for a performance. A maximum of one rehearsal day per performance is permitted.
- Rehearsal day rates are not available on Fridays, Saturdays or Sundays.
- A theatre technician is included with the first 4 hours of the rental.

Rental Rates (4 hours)	Rate
Commercial Rate	\$725.00
Category A: School District No. 23 & Local Non-profit Producers	\$362.50
Category B: Local Non-profit Presenters	\$507.50
Additional rental hours	5% of the listed rate

BLACK BOX - PERFORMANCE

- Rates include lighting and sound equipment dedicated to the Black Box, tables, fridge and bar and do not include additional equipment or theatre technician.
- Technical support is required for events that involve making changes to the lighting system or use of the Black Box sound system. If warranted, due to safety or complex technical needs, additional theatre technical staff may be added to the booking at the renter's expense.

Rental Rates	Rate
Commercial Rate	\$540.00
Category A: School District No. 23 & Local Non-profit Producers	\$270.00
Category B: Local Non-profit Presenters	\$378.00

BLACK BOX - REHEARSAL

- Rates apply to the Black Box room only and do not include additional equipment or technician.
- Room is not to be used as a performance venue.

Rental Rates	Rate
Commercial - Daily Rate	\$240.00
Commercial - Hourly Rate	\$75.00
Category A: Local Schools (includes School District No. 23) & Local Non-profit Producers - Daily Rate	\$120.00
Category A: Local Schools (includes School District No. 23) & Local Non-profit Producers - Hourly Rate	\$37.50
Category B: Local Non-profit Presenters - Daily Rate	\$168.00
Category B: Local Non-profit Presenters - Hourly Rate	\$52.50

Extra Fees	Rate
Theatre Technicians hourly rate - first 8 hours (min call - 2 hrs)	\$52.50
Theatre Technicians overtime multiplier - after working 8 hrs	8 - 10 hrs = 1.5x and >10 hour = 2x
Same Day Settlements	\$115.00
9' Grand Piano (excludes tuning fee)	\$115.00
Marley Dance floor (includes dance floor tape & use for entire run)	\$140.00
Extra Fees not subject to an annual increase:	
Percent (%) of gross proceeds from all client merchandise sales	15%
SOCAN & ReSound fees	As per copyright legislation
Non-refundable deposit if using approved ticketseller	25% of the gross estimated rental fee
Non-refundable deposit if not using approved ticketseller	\$2,000.00
Bar/restocking fees	\$100.00 per category
Front of House services after first 5 hours	\$100.00/hour or portion thereof
Janitorial Services for additional cleaning if required	\$300.00 or actual costs, whichever is greater