City of Kelowna Regular Council Meeting AGENDA



Monday, September 18, 2017 1:30 pm Council Chamber City Hall, 1435 Water Street

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

PM Meeting - September 11, 2017

3. Public in Attendance

4.

| 3.1 | Memorandum of Understanding - City of Kelowna / UBC Okanagan | 13 - 22 |
|--------|---|---------|
| | To inform Council of the ongoing relationship between the City of Kelowna and UBC Okanagan and to obtain approval to execute an Memorandum of Understanding that reinforces the value of ongoing collaboration between the parties. | |
| 3.2 | International Children's Games Committee Update | 23 - 31 |
| | Annual Presentation to Council by Heather Schneider, Society President and Lance MacDonald, Kelowna's Head of Delegation in Lithuania | |
| Develo | pment Application Reports & Related Bylaws | |
| 4.1 | TA17-0005 - RU7 — Infill Housing Zone Amendments | 32 - 37 |
| | To consider text amendments to the Official Community Plan Bylaw No. 10500 and the Zoning Bylaw No. 8000 with regard to the RU7 – Infill Housing zone. | |
| 4.2 | OCP17-0019 (BL11490) - Amendment to Chapter 14 - Urban Design DP Guidelines | 38 - 38 |
| | To give Bylaw No. 11490 first reading in order to amend the Official Community Plan Bylaw No. 10500. | |

Pages

5 - 12

| 4-3 | TA17-0005 (BL11491) - RU7 - Infill Housing Zone Amendments | 39 - 41 |
|-------|--|-----------|
| | To give Bylaw No. 11491 first reading in order to amend the RU7 - Infill Housing Zone in Zoning Bylaw No. 8000. | |
| 4.4 | 1915 Enterprise Way, Z17-0001 - Kelowna East Investments Ltd | 42 - 70 |
| | To rezone the subject property from C4 – Urban Centre Commercial to CD17 – Mixed Use Commercial – High Density to facilitate the future construction of a hotel and a mixed-use building. | |
| 4.5 | 1915 Enterprise Way, BL11487 (Z17-0001) - Kelowna East Investments Ltd | 71 - 71 |
| | To give Bylaw No. 11487 first reading in order to rezone the subject property from the C4 – Urban Centre Commercial zone to CD17 – Mixed Use Commercial – High Density zone. | |
| 4.6 | 135 Mugford Rd, Z15-0059 - Okanagan Buddhist Cultural Centre - Extension Request | 72 - 73 |
| | To extend the deadline for adoption of Rezoning Bylaw No. 11243 to May 17, 2018. | |
| 4.7 | 2175 Pandosy St, Amended Housing Agreement and Development Permit Application | 74 - 100 |
| | To amend an existing housing agreement, and to consider a development permit application, on the subject property. | |
| 4.8 | BL11474 - Amendment No. 1 to Housing Agreement Bylaw No. 10624, 2149, 2159, 2169, 2179 and 2189 Pandosy St | 101 - 105 |
| | To give Bylaw No. 11474 first, second and third readings in order to amend Housing Agreement Bylaw No. 10624 | |
| 4-9 | 1160 McKenzie Rd, DP17-0130 - Karmjit and Avineet Gill | 106 - 128 |
| | To consider a Farm Protection Development Permit for buffering and placement of a recreational vehicle (RV) site for nine RV sites in an A1t – Agriculture 1 with Agri-tourist Accommodation Zone. | |
| Bylaw | rs for Adoption (Development Related) | |
| 5.1 | BL11373 (OCP16-0022) - Temporary Farm Worker Housing OCP Amendments | 129 - 131 |
| | Requires a majority of all members of Council (5) | |
| | To adopt Bylaw No. 11373 in order to amend the 2030 Official Community Plan Bylaw No. 10500 regarding Temporary Farm Worker Housing. | |
| 5.2 | BL11374 (TA16-0015) - Temporary Farm Worker Housing Amendments | 132 - 135 |
| | To adopt Bylaw No. 11374 in order to amend Zoning Bylaw No. 8000 regarding Temporary Farm Worker Housing. | |

5.

| | 5.3 | BL11375 Amendment No. 5 to Development Applications Procedures Bylaw No. 10540 | 136 - 140 |
|----|-------|---|-----------|
| | | To adopt Bylaw No. 11375 in order to accommodate Temporary Farm Worker Housing Amendments. | |
| | 5.4 | 1700 & 1638 Tower Ranch Blvd, OCP16-0005 (BL11418) - Emil Anderson Construction Inc. 0935343 BC Ltd | 141 - 142 |
| | | Requires a majority of all members of Council (5). | |
| | | To adopt Bylaw No. 11418 in order to change the Future Land Use designations of | |
| | | portions of the subject properties as per Map "A". | |
| | 5.5 | 1700 & 1638 Tower Ranch Blvd, Z16-0078 (BL11419) - Emil Anderson Construction Inc. 0935343 BC Ltd | 143 - 145 |
| | | To adopt Bylaw No. 11419 in order to rezone portions of the subject properties as per Map "B". | |
| 6. | Non-D | Development Reports & Related Bylaws | |
| | 6.1 | Retroactive Pay - Regular Members of the RCMP | 146 - 147 |
| | | To amend the 2017 Financial Plan to include the retroactive payment for the new pay package for regular members of the RCMP. | |
| | 6.2 | Long Term Lease: Portion of 4629 Lakeshore Road (the "Surtees Property") | 148 - 234 |
| | | To enter into an Agreement to Lease with Worman Commercial (doing business as JEM HTB Properties Inc.) for a +/- 0.69 acre portion of 4629 Lakeshore Road for a period of 75 years. | |
| | 6.3 | Revitalization Tax Exemption Program Update 2017 | 235 - 252 |
| | | To provide Council with an update on the status of the Revitalization Tax Exemption program and to update the bylaw to reflect current tax incentive areas and revised definitions. | |
| | 6.4 | BL11457 - Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561 | 253 - 255 |
| | | To give Bylaw No. 11457 first, second and third readings in order to amend the Revitalization Tax Exemption Program Bylaw No. 9561. | |
| 7. | Bylaw | s for Adoption (Non-Development Related) | |
| | 7.1 | BL11483 - Amendment No. 29 to Traffic Bylaw No. 8120 | 256 - 260 |
| | | To adopt Bylaw No. 11483 in order to amend the Traffic Bylaw No. 8120. | |

7.2 BL11485 - Amendment No. 8 to Solid Waste Management Bylaw No. 10106

To adopt Bylaw No. 11485in order to amend the Solid Waste Management Bylaw No. 10106

8. Mayor and Councillor Items

9. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Location: Monday, September 11, 2017 Council Chamber City Hall, 1435 Water Street

Members Present

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

Staff Present

City Manager, Ron Mattiussi; Deputy City Clerk, Karen Needham; Social Development Manager, Sue Wheeler*; Community Planning Department Manager, Ryan Smith*; Suburban & Rural Planning Manager, Todd Cashin*; Urban Planning Manager, Terry Barton*; Planner, Emily Williamson*; Parking Services Manager, Dave Duncan*; Utility Services Manager, Kevin Van Vliet*; Legislative Coordinator (Confidential), Arlene McClelland

(* denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:33 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

<u>**R710/17/09/11</u>** THAT the Minutes of the Regular Meetings of August 28, 2017 be confirmed as circulated.</u>

Carried

3. Committee Reports

3.1 Journey Home Task Force Terms of Reference Amendment and Recommendations for Membership Appointments

Staff:

- Introduced Martin Bell one of the Co-Chairs of the Task Force Committee.
- Displayed a PowerPoint Presentation summarizing the Task Force Terms of Reference amendment and selection process for Membership Appointments.

- Responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Singh

<u>**R711/17/09/11</u>** THAT Council receives, for information, the report from the Social Development Manager dated September 11, 2017, with respect to the Journey Home Task Force;</u>

AND THAT Council approves the amended Journey Home Task Force Terms of Reference to increase the membership from 15 to 21 members in the form attached as Appendix A to the Report from the Social Development Manager dated September 11, 2017;

AND THAT Council appoint as members BC Housing, Central Okanagan Foundation, Interior Health Authority, Ministry of Social Development & Poverty Reduction, Okanagan Nation Alliance, and the RCMP, through their representatives, to the Journey Home Task Force;

AND FURTHER THAT Council appoint Theresa Arsenault, Gaelene Askeland, Tom Dyas, Diane Entwistle, Mike Gawliuk, David Krysko, Scott Lanigan, Carrie McDonald, Lisa McHaffie, Pam Moore, Brenda Plitt, Kelly Taverner and Shane Worman as members of the Journey Home Task Force.

Carried

4. Development Application Reports & Related Bylaws

4.1 2350 Norris Road South, Z17-0061 - 0837937 BC Ltd

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Given

R712/17/09/11 THAT Rezoning Bylaw No. 11446 be amended at third reading by:

- 1. Deleting the title from "2355 Acland Road and 333 Penno Road" and replacing it with "2350 Norris Road"; and
- 2. Deleting the following:

Lot B, Section 2, Township 23, ODYD Plan KAP80969, located at Acland Road, Kelowna, BC Lot E, Section 2, Township 23, ODYD Plan EPP27682, located at Penno Road, Kelowna, BC

And replacing it with:

Lot 3, Section 2, Township 23, ODYD, Plan EPP67824, located on Norris Road South, Kelowna, BC.

Carried

4.2 2350 Norris Road South, BL11446 (Z17-0061) - 0837937 BC Ltd

Moved By Councillor Gray/Seconded By Councillor Hodge

<u>**R713/17/09/11</u>** THAT Bylaw No. 11446 be amended at third reading by replacing the old legal with the new legal.</u>

Carried

4.3 462 Clifton Rd, Z17-0067 - Lawrence & Mary Berg

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Hodge/Seconded By Councillor Donn

<u>R714/17/09/11</u> THAT Rezoning Application No. Z17-0067 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 10 Section 31 Township 26 ODYD Plan 17113, located at 462 Clifton Road, Kelowna, BC, from the A1 – Agriculture 1 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 of the Community Planning Department dated September 11, 2017.

Carried

4.4 462 Clifton Rd, BL11475 (Z17-0067) - Lawrence & Mary Berg

Moved By Councillor Hodge/Seconded By Councillor Gray

<u>R715/17/09/11</u> THAT Bylaw No. 11475 be read a first time.

Carried

4.5 1561 Mountain Ave, Z17-0042 - Robin and Heather Mercer

Staff:

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

Moved By Councillor Hodge/Seconded By Councillor Donn

<u>R716/17/09/11</u> THAT Rezoning Application No. Z17-0042 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 5 Section 29 Township 26 ODYD Plan 9247, located at 1561 Mountain Ave, 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 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 September 11, 2017.

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

Carried

4.6 1561 Mountain Ave, BL11476 (Z17-0042) - Robin and Heather Mercer

Moved By Councillor Gray/Seconded By Councillor Hodge

R717/17/09/11 THAT Bylaw No. 11476 be read a first time.

Carried

4.7 2825 Richter St, Z17-0057 - 1018545 BC Ltd

Councillor Gray declared a conflict of interest as she resides in the notification area 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 Given

R718/17/09/11 THAT Rezoning Application No. Z**17-0057** to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 10, District Lot 135, ODYD, Plan 22856 located at 2825 Richter Street, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM2 – Low Density Row 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 July 13, 2017;

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

Carried

Carried

4.8 2825 Richter St, BL11479 (Z17-0057)- 1018545 BC Ltd

Moved By Councillor Sieben/Seconded By Councillor Singh

<u>R719/17/09/11</u> THAT Bylaw No. 11479 be read a first time.

Councillor Gray rejoined the meeting at 2:04 p.m.

4.9 1373 Tanemura Cr, Z17-0046 - Philip Zurrin

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor DeHart/Seconded By Councillor Sieben

R720/17/09/11 THAT Rezoning Application No. Z17-0046 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 Section 13 Township 26 ODYD Plan KAP86150, located at 1373 Tanemura Cr, 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 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 September 11, 2017.

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

Carried

4.10 1373 Tanemura Cr, BL11480 (Z17-0046) - Philip Zurrin

Moved By Councillor Donn/Seconded By Councillor Given

R721/17/09/11 THAT Bylaw No. 11480 be read a first time.

Carried

4.11 5080 Twinflower Cres, OCP17-0004 and Z17-0015 - Interval Investments Inc.

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Gray

<u>R722/17/09/11</u> THAT Official Community Plan Map Amendment Application No. OCP17-0004 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of portions of Lot 25 Section 29 Township 29 SDYD Plan EPP31797, located at 5080 Twinflower Crescent, Kelowna, BC:

from the PARK – Major Park / Open Space (Public) designation to the S2RESH – Single / Two Unit Residential – Hillside designation; and

from the S2RESH – Single / Two Unit Residential – Hillside designation to the PARK – Major Park / Open Space (Public) designation

as shown on Map "A" attached to the Report from the Community Planning Department dated September 11, 2017, be considered by Council;

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

AND THAT Council considers the public notification process to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated September, 2017;

AND THAT Rezoning Application No. Z17-0015 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot 25 Section 29 Township 29 SDYD Plan EPP31797, located at 5080 Twinflower Crescent, Kelowna, BC:

from the A1 – Agriculture 1 zone to the P3 – Parks and Open Space zone;

from the A1 – Agriculture 1 zone to the RU2h – Medium Lot Housing (Hillside Area) zone; and

from the P₃ – Parks and Open Space zone to the RU₂h – Medium Lot Housing (Hillside Area) zone

as shown on Map "B" attached to the Report from the Community Planning Department dated September, 2017, 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.

Carried

4.12 5080 Twinflower Cres, BL11481 (OCP17-0004) - Interval Investments Inc.

Moved By Councillor Donn/Seconded By Councillor Given

<u>R723/17/09/11</u> THAT Bylaw No. 11481 be read a first time;

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

Carried

4.13 5080 Twinflower Cres, BL11482 (Z17-0015) - Interval Investments Inc.

Moved By Councillor Stack/Seconded By Councillor DeHart

<u>**R724/17/09/11**</u> THAT Bylaw No. 11482 be read a first time.

Carried

5. Bylaws for Adoption (Development Related)

5.1 769 Barnaby Rd, BL11341 (Z16-0063) - Cathy Wolf

Moved By Councillor DeHart/Seconded By Councillor Stack

<u>**R725/17/09/11</u>** THAT Bylaw No. 11341 be amended at third reading to replace "located on Sunset Drive" to "located on Barnaby Road" and be adopted.</u>

Carried

6. Non-Development Reports & Related Bylaws

6.1 City Hall Parking Lot, Event Parking and Traffic Bylaw Updates

Councillor Gray declared a conflict of interest as a business she is affiliated with provides parking passes in the St. Paul parking lot and departed the meeting at 2:13 p.m.

Staff:

 Displayed a PowerPoint Presentation summarizing the proposed addition of public pay parking in the City Hall parking lot and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Sieben

<u>R726/17/09/11</u> THAT Council receives, for information, the Report from the Manager, Parking Services, dated September 11, 2017, with respect to the City Hall Parking Lot, Event Parking and Traffic Bylaw Updates;

AND THAT Council approves the addition of public pay parking, effective November 1, 2017, within the City Hall Parking Lot, as outlined in the Report from the Manager, Parking Services, dated September 11, 2017;

AND THAT Council approves event parking rate and parking lot classification adjustments, effective October 1, 2017, as outlined in the Report from the Manager, Parking Services, dated September 11, 2017;

AND FURTHER THAT Bylaw No. 11483, being Amendment No. 29 to Traffic Bylaw No. 8120, be forwarded for reading consideration.

Carried

6.2 BL11483 - Amendment No. 29 to Traffic Bylaw No. 8120

Moved By Councillor DeHart/Seconded By Councillor Stack

<u>R727/17/09/11</u> THAT Bylaw No. 11483 be read a first, second and third time.

Carried

Councillor Gray rejoined the meeting at 2:34 p.m.

6.3 Amendment to Solid Waste Management Bylaw No. 10106

Staff:

- Provided an overview of the amendment to the Solid Waste Management Bylaw.

Moved By Councillor Donn/Seconded By Councillor Gray

<u>R728/17/09/11</u> THAT Council receives, for information, the Report from the Utility Services Manager dated September 11, 2017, regarding amendments to the Solid Waste Management Regulation Bylaw No.10106;

AND THAT Bylaw No. 11485, Amendment No. 8 to the Solid Waste Management Regulation Bylaw, No. 10106, be forwarded for reading consideration.

Carried

6.4 BL11485 - Amendment No. 8 to Solid Waste Management Bylaw No. 10106

Moved By Councillor Stack/Seconded By Councillor DeHart

<u>R729/17/09/11</u> THAT Bylaw No. 11485 be read a first, second and third time.

Carried

7. Bylaws for Adoption (Non-Development Related)

7.1 BL11454 - Amendment No. 31 to Airport Fees Bylaw No 7982

Moved By Councillor Stack/Seconded By Councillor DeHart

<u>R730/17/09/11</u> THAT Bylaw No. 11454 be adopted.

Carried

8. Mayor and Councillor Items

Councillor Given:

- Spoke to the Parkinson SuperWalk Fundraising Event.

Councillor Donn

- Spoke to the Kelowna Rib Fest beginning Friday, September 15th.

Councillor Hodge:

- Spoke to the RAFT a rock opera on September 13th at the Rotary Centre for the Arts and encouraged the community and Council Members to attend.

Councillor Sieben:

- Spoke to the recent forest fires that are not only devastating for those impacted but also recognized the poor air quality as a result of the fires and the health risks it imposes on everyone.

Councillor Singh:

- Spoke to her attendance at the 8th Year MS Bikeathon Fundraiser and provided a shout out to the organizer of the Event.
- Spoke to her attendance at the Kelowna Firefighters Open House on September 10th.
- Commented on the 60th Anniversary of Global Okanagan TV.

Councillor DeHart:

- Spoke to her attendance along with Councillors Donn and Given at the Cops for Kids Event on September 8th.
- Spoke to her attendance at the United Way Kick Off Breakfast on September 7th.

Councillor Stack:

- Spoke to his attendance at the Kelowna Firefighters Pancake Breakfast and noted that all proceeds
- go the Burn Fund. Spoke to the Emergency Operation Center model and recommended planning for staff be considered if this is going to be an annual and ongoing event.

Councillor Gray:

Made comment that West Kelowna requested a review of the EOC.

Mayor Basran:

- Thanked local MP Stephen Fuhr for bringing the Federal Liberal Caucus to Kelowna.
- Shout out to the Kelowna Curling Club celebrating their 75th Anniversary. Kudos to the Community Leaders that brought together the new Okanagan College Coyotes Basketball Team.
- Spoke to the Kelowna Rib Fest beginning Friday, September 15th.

Termination 9.

This meeting was declared terminated at 2:38 p.m.

Mayor **Deputy City Clerk** /acm

12



| Date: | September 18, 2017 |
|----------|---|
| File: | 1120-01 |
| То: | City Manager |
| From: | Doug Gilchrist, Divisional Director - Community Planning & Strategic Investment |
| Subject: | Memorandum of Understanding - City of Kelowna / UBC Okanagan |

Recommendation:

THAT Council approves the City entering into a Memorandum of Understanding with UBC Okanagan in the form attached to the Report of the Divisional Director, Community Planning and Strategic Investements dated September 18, 2017;

AND THAT the Mayor and City Clerk be authorized to executed all documents necessary, in order to complete this transaction.

Purpose:

To inform Council of the ongoing relationship between the City of Kelowna and UBC Okanagan and to obtain approval to execute an Memorandum of Understanding that reinforces the value of ongoing collaboration between the parties.

Background:

The City of Kelowna and UBC Okanagan have a strong history of working together in the interests of citizens, faculty and students. Together, many great initiatives have been brought forward that positively influence the; livability, sustainability and economic vibrancy of Kelowna and the Region.

The objective of the proposed Memorandum of Understanding ("MOU") is to enhance the relationship between the parties and to recognize the value of coordinating our efforts. The MOU will solidify this acknowledgement and help guide future staff, faculty, Boards and Councils as collaborative and innovative initiatives, including research opportunities, advance.

Specific areas of collaboration identified in the MOU include:

- Research, Learning and Innovation
- Land Use, Infrastructure and Campus Planning

- Community Engagement
- Operations and Risk Management
- Programming

The MOU is a non-binding agreement between the parties that will live on indefinitely and be managed by a designated Steering Committee with representatives from the City and UBC. The Steering Committee will be co-chaired by City and UBC appointed representatives. The MOU will be reviewed periodically and the Co-chairs will report out to the respective bodies as appropriate.

Communications Comments:

The MOU acknowledges that the parties agree to work together on public communications related to the MOU itself as well as any joint initiatives as appropriate.

Considerations not applicable to this report:

Legal/Statutory Authority: Legal/Statutory Procedural Requirements: Existing Policy: Financial/Budgetary Considerations: Personnel Implications:

Submitted by: D. Gilchrist, Divisional Director, Community Planning & Strategic Investments

Attachment: 1. Schedule A - MOU

- cc: S. Leatherdale, Division Director, Human Resource & Corporate Performance A. Newcombe, Division Director, Infrastructure
 - J. Creron, Division Director, Operations
 - J. Gabriel, Division Director, Active Living & Culture
 - C. Weaden, Division Director, Corporate Strategic Services
 - G. Davidson, Division Director, Financial Services
 - R. Mayne, Division Director, Corporate & Protective Services

STRATEGIC COLLABORATION MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into the ____ day of _____, 2017

BETWEEN:

CITY OF KELOWNA

1435 Water Street Kelowna, British Columbia V1J1J4 www.kelowna.ca

("The City")

AND:

THE UNIVERSITY OF BRITISH COLUMBIA

3333 University Way Kelowna, British Columbia V1V 1V7 www.ubc.ca

("UBC")

WHEREAS:

The City of Kelowna, holds a Corporate Vision to be the best mid-sized city in North America through the development of a safe, vibrant and sustainable community.

The University of British Columbia, whose Okanagan campus is located in Kelowna, is a global centre for research and teaching, committed to innovation, the development of talent, and the application of research in addressing key challenges facing the region and the world.

The City and UBC (collectively, the "**Parties**") recognize the value of collaboration and wish to work closely together in identifying and pursuing opportunities that benefit both parties, positively influence regional economic development and contribute to creating a livable, prosperous and sustainable region today and in the future.

THEREFORE the Parties have chosen to enter into this Memorandum of Understanding (**MOU**) to build on their existing working relationship and to collaboratively explore and undertake a variety of joint initiatives.

Non-Legally Binding

- 1. The MOU is a non-legally binding document that is intended to guide the Parties in their efforts to identify and pursue opportunities for collaboration.
- 2. Individual joint initiatives that are identified by the Parties pursuant to this MOU are, as necessary, developed and implemented through separate legal agreements, contracts or other mechanisms.

Shared Commitment

- 3. Each of the Parties is an autonomous public body with its own statutory authorities, mandate and jurisdiction.
- 4. Individual autonomy notwithstanding, the Parties share a commitment to support the advancement of one another's shared corporate and community goals and objectives.
- 5. The Parties understand that the success of the MOU will be determined by each Party's commitment to the spirit of collaboration and innovation on which the MOU is founded.
 - 5.1. The on-going and active support of the City's City Manager and UBC's Deputy Vice-Chancellor is considered essential to the success of the joint effort.

Effect of the MOU

6. The MOU provides a framework for undertaking joint initiatives by the Parties; it does not restrict either Party from engaging in separate initiatives or agreements that might be related to the scope of the MOU and it is in no way legally binding.

Joint Steering Committee

- 7. The Parties agree to establish a Strategic Collaboration Joint Steering Committee (the "**Steering Committee**") to oversee the ongoing collaboration of the Parties as envisioned in this MOU.
 - 7.1. The Steering Committee will be co-chaired by a UBC and City representative, as appointed from time to time by the Deputy Vice-Chancellor and the City Manager.
 - The two co-chairs identify and recommend, as necessary, the appointment of two members each, to the Steering Committee.
 - The Steering Committee will appoint a Research Partnerships Committee, chaired by the Vice Principal Research at UBC's Okanagan campus.
 - Other Sub-committees may be initiated on a project specific basis where necessary.

- 7.2. The Steering Committee will develop a Terms of Reference which will address at least the following items and any other issues the Steering Committee considers to be important:
 - Roles and responsibilities of Steering Committee members;
 - Duration of Steering Committee membership and process for renewal/replacement of Steering Committee members;
 - Frequency of meetings, which will be held at least twice annually;
 - Approach to Steering Committee decision-making and governance; and
 - Annual reporting expectations and commitments.

Scope of Activities

- 8. The MOU identifies five (5) areas of focus within which opportunities for collaboration can be identified and pursued:
 - Research, Learning and Innovation
 - Land Use, Infrastructure and Campus Planning
 - Community Engagement
 - Operations and Risk Management
 - Programming

Research, Learning and Innovation

- 8.1. UBC and the City have a strong history of collaboration on individual research and learning projects and initiatives.
- 8.2. The Parties will endeavour to identify new opportunities to share knowledge and research findings, jointly undertake initiatives to further the Parties' individual and shared goals, and collaborate in the development of approaches designed to address important regional and global sustainability challenges.
- 8.3. The Parties will regularly convene discussion forums, workshops and other events for City staff and UBC faculty, staff and students to exchange information on best practices, innovations, technologies and approaches, and to identify opportunities for collaboration.
- 8.4. The Parties will seek ways to expand work/study opportunities for UBC students with City, including opportunities through existing structures such as UBC's Cooperative Education.
- 8.5. The Parties will endeavour to develop opportunities for continued learning and engagement of faculty, staff and students through various programs, including those that leverage funding from external partners including the federal and provincial governments.

8.6. The Steering Committee will appoint a Research Partnerships Committee, Chaired by the Vice Principal Research at UBC's Okanagan Campus or his or her delegate and made up of representatives of both UBC and the City to create a framework and communications platform for ongoing joint projects that contribute to high quality research; including the key objectives and partners for each.

Land Use, Infrastructure and Campus Planning

- 8.7. The City is responsible for land use planning and infrastructure delivery across Kelowna, including those lands surrounding UBC's Okanagan campus. Considerable development is occurring and is planned to continue on these lands.
- 8.8. UBC engages in campus planning and development on an ongoing basis, and has completed the Okanagan Campus Plan (2015) and subsequent plans (e.g. Whole Systems Infrastructure Plan (2016)) that provide direction for future growth over the long-term.
- 8.9. The Parties agree that there is an interrelationship between development on campus and development on surrounding lands, including, but not limited to:
 - Pedestrian, cycling, road and public transit connections;
 - Provision of services and amenities;
 - Land use and infrastructure planning;
 - Provision of multiple housing types; and
 - Economic benefit resulting from campus initiatives.
- 8.10. The Parties further agree that the orderly and coordinated development of the campus and surrounding lands, including supporting infrastructure, is important for long-term success.
- 8.11. The Steering Committee will endeavour to collaborate and coordinate their related planning projects (e.g.: campus plans, neighbourhood / precinct plans, community plans, infrastructure master plans, zoning, etc.) to achieve the best collective outcomes.

Community Engagement

- 8.12. The City recognizes the value of engaging the community to assist with the delivery of programs and services, policy development and general feedback. Volunteerism is a means of building community that the City embraces.
- 8.13. UBC Okanagan campus students, staff and faculty total over 10,000 people, with wide ranging skills and abilities, which enhance community through knowledge diffusion and other forms of participation and volunteerism in the Region.

- 8.14. The Parties will work together over the long-term to increase the presence of UBC in Kelowna to encourage and grow citizen interaction with UBC students, faculty and staff.
- 8.15. The Steering Committee will endeavor to seek out and promote mutually beneficial opportunities to expand the level of community engagement by UBC and City representatives through community participation and volunteerism.

Operations & Risk Management

- 8.16. The City delivers many services and programs in and around the UBC Okanagan campus, that serve City of Kelowna citizens and UBC students, staff and faculty.
- 8.17. Through the exercise of their respective authority, in their respective roles, the City and UBC face various operational and risk management issues, some of which are best addressed collaboratively.
- 8.18. The parties will seek opportunities to enhance community safety through clarity of roles and responsibilities (i.e. RCMP/Security/Bylaw/building permits/emergency planning), effective communication protocols, efficient use of UBC and City resources, and collaborative initiatives that support the sharing of resources and expertise in community safety education, training, and emergency response.
- 8.19. The Steering Committee will endeavor to identify key operational categories or issues that may benefit from a coordinated, unified or collaborative delivery and pursue opportunities for operational efficiencies where possible. These may include, but are not limited to; parking management, law and bylaw enforcement, personal and community safety programs, wildfire and structural fire prevention, transit related services, regional safety/emergency planning and recreational programming.

Term

- 9. This MOU will remain in effect unless terminated by either of the Parties by providing six (6) months notice in writing to the other Party.
- 10. Termination of this MOU does not cancel any agreement signed by the Parties in respect of a specific initiative and for greater certainty, cancellation of a separate contract or agreement must be pursued in accordance with the terms of such contract or agreement.
 - 10.1. For greater certainty, cancellation of a separate contract or agreement must be pursued in accordance with the terms of such contract or agreement.

Communications

- 11. The Parties agree to work together to develop public announcements and other messaging related to the MOU as well as specific joint initiatives that may be pursued by the Parties to promote the success of mutually beneficial endeavours.
 - 11.1. The Parties will advise one another of planned public speaking events regarding the collaborative relationship and/or joint initiatives pursuant to this MOU.
 - 11.2. The Steering Committee will develop and implement simple, efficient and consistent protocols to facilitate and govern their collaborative efforts pursuant to this MOU.
 - 11.3. The Steering Committee will report out annually to their respective Boards and Councils on the status of the MOU and associated joint initiatives.

General

- 12. Each Party is responsible for funding its own participation in the Steering Committee and in any related body or activity that is established or undertaken to assist in the implementation of the Strategic Collaboration and this MOU.
- 13. The Parties understand and expressly agree that the content of this MOU, unless otherwise stated, is not confidential and may be distributed to and shared with others.
- 14. This MOU does not grant either Party the right to use any of the other Party's intellectual property, including without limitation logos or trademarks.
- 15. If issues arise concerning the interpretation or application of this MOU, the Parties shall, through discussions, resolve the matters to their mutual satisfaction.
- 16. Each Party acknowledges and respects any limitations and obligations the other Party may have related to:
 - the Freedom of Information and Protection of Privacy Act;
 - any other applicable laws; and
 - internal policies.
- 17. The Parties will endeavour to formally review the MOU every five years, or more frequently as may be reasonably requested by either Party.

Attachments

18. The MOU has one attachment.

Attachment 1 (the "Joint Initiatives Summary")

- 18.1. The Joint Initiatives Summary provides a summary of joint initiatives, past and current.
- 18.2. The Parties acknowledge their interest in maintaining the Joint Initiatives Summary to document the richness of the relationship captured in the MOU.

IN WITNESS WHEREOF the Parties have hereunto affixed their signatures.

CITY OF KELOWNA, by its authorized signatories:

THE UNIVERSITY OF BRITISH COLUMBIA, by its authorized signatories:

ATTACHMENT 1

JOINT AREAS OF INTEREST – EXAMPLES ONLY

| Priorities | Joint Areas of Interest |
|----------------------------|--|
| Research, Learning and | UBC Okanagan Innovation / Research |
| Innovation | Precinct |
| | Healthy Cities Strategies |
| | |
| | |
| Land Use, Infrastructure & | Agricultural land uses |
| Campus Planning | Transportation Infrastructure |
| | Campus Planning UBC Okanagan |
| | Innovation / Research Precinct |
| | Infrastructure Development |
| | Sustainable development |
| | |
| Community Involvement | Event Collaboration |
| and Volunteerism | UBC in the community |
| | Arts & Culture |
| | |
| | |
| Onerations & Diek | |
| Operations & Risk | • Security |
| Management | Transportation and parking |
| | • Emergency Preparedness and Response |
| | Safety education |
| | • Clarity of roles – RCMP, Bylaw |
| | enforcement, Campus Security |
| | Shared technical expertise: hazmat, |
| | concealing, medical |
| | Efficient and effective Building Permits |
| | & Approvals processes. |
| | |



Presentation to Kelowna City Council September 18, 2017

TEAM KELOWNA INTERNATIONAL CHILDREN'S GAMES

THE KAUNAS GAMES JULY 4-9, 2017

- 1,500 ATHLETES
- 90+ CITIES
- 5 CANADIAN CITIES- WATERLOO, KITCHNER, WINDSOR, HAMILTON, AND KELOWNA
- SPORTS: ATHLETICS, JUDO, BASKETBALL 3 X 3, TABLE TENNIS, SWIMMING, SAILING, SOCCER, BEACH VOLLEYBALL
- FIRST GAMES IN LITHUANIA
- SECOND LARGEST CITY POPULATION 350,000

A TR



2017 INTERNATIONAL CHILDREN'S OAMES

TEAM KELOWNA 14 ATHLETES 4 COACHES 1 HOD 1 CITY REP

Beach Volleyball

Tessa Ivans and Jasaana Kunz Maxim Gagne and Maxwell Ivans Coaches: Jacky Ivans and Cheryl Gagne

Sailing

Gabriella Littleton and Ryan Rubadeau Coach: Devin Rubadeau

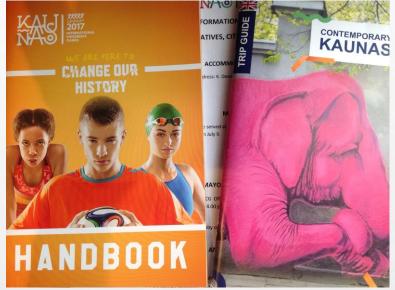
Swimming

Olivia Courtenay, Ella Rolleston, Brooklyn Semashkewich, Journee Tozer, Flyn Huber, Evan Kohnke, Brandon Mullin and RJ Stone Coach: Linda La Lone



THE GAMES





Thanks Kaunas!





OUR SAILORS



E St.

 CONGRATS ON YOUR BRONZE
 MEDALS
 GABBY AND
 RYAN



OUR BEACH VOLLEYBALL



E Se



First time ever at the games for Team Kelowna



OUR SWIMMERS





Congrats to each of our swimmers who all swam personal bests at the games!!

TEAM KELOWNA BEACH VOLLEY BALL BOYS WIN FAIR PLAY AWARD



Congrats to Maxim and Max

WHAT'S NEXT FOR TEAM KELOWNA? JERUSALEM GAMES AUGUST 2018 **50TH ANNIVERSARY OF THE GAMES FENCING AND 3 X 3 BASKETBALL** •LAKE PLACID WINTER GAMES JANUARY 2019 • UFA SUMMER GAMES JULY 2019



REPORT TO COUNCIL



| Date: | August 28, 2017 |
|--------------|--|
| RIM No. | 1200-30/1250-04 |
| То: | City Manager |
| From: | Lindsey Ganczar, Community Planning Supervisor |
| Application: | TA17-0005 |
| Subject: | RU7 – Infill Housing Zone Amendments |
| Subject: | RU7 – Infill Housing Zone Amendments |
| | |

1.0 Recommendation

THAT Official Community Plan Text Amendment Application No. OCP17-0019 to amend Kelowna 2030 – Official Community Plan Bylaw No. 10500 as outlined in Schedule "A" attached to the Report from the Community Planning Department dated August 28, 2017, be considered by Council;

AND THAT Zoning Bylaw Text Amendment Application No. TA17-0005 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in Schedule "B" attached to the Report from the Community Planning Department dated August 28, 2017 be considered by Council;

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

2.0 Purpose

To consider text amendments to the Official Community Plan Bylaw No. 10500 and the Zoning Bylaw No. 8000 with regard to the RU7 – Infill Housing zone.

3.0 Community Planning

In January 2017, City Council adopted the RU7 – Infill Housing zone with the purpose of creating an inner city zone that would facilitate infill residential development. The RU7 zone is the implementation tool for the Infill Challenge project. During the approval process, Staff agreed to bring the RU7 zone back to Council for updates and a review to ensure the zone was being implemented in the way Council and Staff had intended. After reviewing various applications for RU7 projects, it has become evident to Staff that a few housekeeping amendments are necessary to smoothly enforce the RU7 regulations.

Most of the amendments are required to clarify language in the zone and to avoid misinterpretation, however, there are also two significant regulation changes that are required.

The first regulation amendment is to clarify how existing secondary suites are considered in the RU7 zone. Secondary suites do not require any servicing upgrades, such as water and sewer, because they are a secondary use to the principal dwelling.

Currently, secondary suites are only allowed:

a) In single dwelling housing zones with a maximum of two dwelling units per site, or

b) In single dwelling housing in zones where multiple housing is permitted on site, and as such, where utility capacity has been upgraded.

When the RU7 zone was adopted, it was the first time secondary suites were introduced to a low-density residential zone where multiple housing is permitted. Consequently, some sites may not have utility capacity to develop more than two units. As a way to regulate this, Staff is proposing to grandfather all legally existing secondary suites in the Ru7 zone (recognizing that a third unit will trigger utility upgrades), and remove them as a permitted use for all future development. Any future proposals for two dwelling housing would have to be in the form of a semi-detached or duplex house. This regulation also ensures that two single family dwellings are not developed with secondary suites where development cost charges (DCCs) would be avoided on half of the units.

The second regulation amendment is to clarify the unique use of floor area ratio (FAR) in a low-density residential zone. Where FAR is normally used to regulate density in high-density residential, commercial, and other similar zones, it was added to the RU7 zone as a means of regulating habitable space on relatively small urban lots. FAR calculations typically include various exclusions such as stairwells, attached garages, and corridors, but in order to achieve the intent of regulating habitable space in the RU7 zone, accessory buildings and structures, and detached garages must also be excluded.

Figure 1: Properties Affected



Current Development Policies 4.0

4.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

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

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

Contain Urban Growth.³ Reduce greenfield urban sprawl and focus growth in compact, connected and mixed-use (residential and commercial) urban and village centres

Technical Comments 5.0

Not applicable.

6.0 **Application Chronology**

Not applicable.

Report prepared by:

Lindsey Ganczar, Community Planning Supervisor

Reviewed by:

Ryan Smith, Community Planning Department Manager

Doug Gilchrist, Community Planning & Strategic Investments **Divisional Director**

Attachments:

Schedule 'A' – Summary table of proposed text amendments to Official Community Plan Bylaw 10500 Schedule 'B' – Summary table of proposed text amendments to Zoning Bylaw 8000

 ¹ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).
 ² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Goals for a Sustainable Future, Objective 1 (Chapter 1 Introduction)

SCHEDULE 'A' - Amendments to Kelowna 2030 - Official Community Plan Bylaw No. 10500 OCP17-0019

| | Zoning Bylaw No. 8000 | | | |
|-----|---|--|--|--|
| No. | Section | Existing Text | Proposed Text | Rationale |
| 1. | Chapter 14 (E.) Infill Neighbourhood Design Guidelines – Properties Affected | Unless exempted (see Exemptions Section below) a development permit addressing design guidelines (see Guidelines Section below) must be approved for all properties that are located within the Infill Neighbourhood areas as shown on Map 5.8, before: | Unless exempted (see Exemptions Section below) a development permit addressing design guidelines (see Guidelines Section below) must be approved for all properties that are located within the Infill Neighbourhood areas as shown on Map 5.8, before: | Clarifying that an approved development permit must be issued before a building permit can be issued for a particular development. |
| | | Construction of, addition to, or alteration of two or more dwelling units, exclusive of secondary suites, or of a second, third or fourth dwelling unit on a property. Subdivision of land. | A building permit allowing the construction of, addition to, or alteration of three or more dwelling units (exclusive of secondary suites) on a property can be issued. Subdivision of land. | |

SCHEDULE 'B' - Amendments to Zoning Bylaw No. 8000 TA17-0005

| | Zoning Bylaw No. 8000 | | | | |
|-----|--|---|---|---|--|
| No. | Section | Existing Text | Proposed Text | Rationale | |
| 1 | RU7 - Section 13.17.4 | 1.4 Buildings and Structures Permitted (a) one single detached house which may contain a secondary suite (b) duplex housing (c) semi-detached housing (d) two single detached houses which may contain secondary suites (e) three-plex housing (f) four-plex housing (g) permitted accessory buildings or structures NOTE: A maximum of four dwelling units are permitted, as allowed by Section 1.7 Density Regulations. | 1.4 Buildings and Structures Permitted (a) single detached house which may contain a secondary suite if the secondary suite was legally in existence prior to (date subject Bylaw is adopted). (b) duplex housing (c) semi-detached housing (d) three-plex housing (e) four-plex housing (f) permitted accessory buildings or structures NOTE: A maximum of four dwelling units is permitted, as allowed by Section 13.17.7 Density Regulations. | The intent of the RU7 zone is to allow for up to four units maximum. If secondary suites were to be considered in addition to the maximum, the RU7 zone would then have densities similar to the RM (medium-density residential) zones in the Zoning Bylaw, and would therefore be redundant. Properties that are zoned RU7 would also contravene their Future Land Use in the OCP. | |
| 2 | RU7 - Section 13.17.5 (b) – Subdivision Regulations | (b) The minimum lot depth is 37.0 m. | (b) The minimum lot depth is <mark>30.0 m</mark> . | A 30.0 m minimum lot depth is consistent with all other low- density residential zones in the Zoning Bylaw. This shallower lot depth continues to allow a lot with the minimum area to be subdivided. | |
| 3 | RU7 - Section 13.17.6 (a) – Development Regulations | (a) The maximum site coverage is 45% and together with accessory buildings, driveways and parking areas, shall not exceed 55%. | (a) The maximum site coverage is 55%. | The definition of site coverage already includes accessory buildings and parking areas. | |
| 4 | RU7 - Section 13.17.6 (b) — Development Regulations | (b) The maximum floor area ratio is o.8. | (b) The maximum floor area ratio is o.8. For the purpose of calculating floor area ratio in the RU7 zone , detached garage floor area and accessory building and structure floor area shall be excluded from the net floor area . | The purpose of introducing a maximum FAR in the RU7 zone was to regulate habitable space, not net floor area. | |

| | | Zoning Bylaw | / No. 8000 | | | | | |
|-----|--|---|---|--|--|--|--|--|
| No. | Section | Existing Text | Proposed Text Rati | | | | | |
| 5 | RU7 – Section 13.17.7 | 1.7 Density Regulations (a) Residential density shall be based on the width of the lot. (b) For lots narrower than 13.5 m in width, up to two dwellings are permitted. (c) For lots between 13.5 m and 15.0 m in width, up to three dwellings are permitted. (d) For lots greater than 15.0 m wide, four dwellings are permitted. | 1.7 Density Regulations Residential density shall be based on the width of the lot. (a) For lots narrower than 13.5 m in width, up to two dwellings are permitted. (b) For lots from 13.5 m to 15.0 m wide, up to three dwellings are permitted. (c) For lots greater than 15.0 m wide, up to four dwellings are permitted. | Clarifying the language of this section. | | | | |
| 6 | RU7 – Section 13.17.8 (a) – Other Regulations | (a) Minor group homes are only permitted in single detached housing. | (a) Minor group homes are only permitted in single dwelling housing. | The rule should apply to the use, not the building type. | | | | |
| 7 | RU7 – Section 13.17.8 (b) – Other Regulations | (b) Vehicular access is only permitted from the lane, except for where a property has two street frontages, where access may be taken from the street frontage which is not the front yard. | (b) Where a site has access to a lane , vehicular access is only permitted from the lane . Otherwise, vehicular access may be taken from the front yard , or where a property has two street frontages , access shall be taken from the street frontage which is not the front yard . | Clarifying the language of this section. | | | | |

CITY OF KELOWNA

BYLAW NO. 11490

Official Community Plan Amendment No. OCP17-0019 Amendment to Chapter 14 – Urban Design DP Guidelines

A bylaw to amend the "Kelowna 2030 – Official Community Plan Bylaw No. 10500".

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

1. THAT Chapter 14 – Urban Design DP Guidelines, E. INFILL NEIGHBOURHOOD DESIGN GUIDELINES, PROPERTIES AFFECTED be amended by deleting the following:

"Unless exempted (see Exemptions Section below) a development permit addressing design guidelines (see Guidelines Section below) must be approved for all properties that are located within the Infill Neighbourhood areas as shown on Map 5.8, before:

• Construction of, addition to, or alteration of two or more dwelling units, exclusive of secondary suites, or of a second, third or fourth dwelling unit on a property.

• Subdivision of land."

And replacing it with:

"Unless exempted (see Exemptions Section below) a development permit addressing design guidelines (see Guidelines Section below) must be approved for all properties that are located within the Infill Neighbourhood areas as shown on Map 5.8, before:

- A building permit allowing the construction of, addition to, or alteration of three or more dwelling units (exclusive of secondary suites) on a property can be issued.
- Subdivision of land."
- 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

CITY OF KELOWNA

BYLAW NO. 11491

Text Amendment No. TA17-0005–Amendment to the City of Kelowna Zoning Bylaw No. 8000 – RU7 – Infill Housing Zone

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Zoning Bylaw No. 8000 be amended as follows:

1. THAT Section 13.17 RU7 – Infill Housing, 13.17.4 Buildings and Structures Permitted be amended by deleting the following:

"(a) one single detached house which may contain a secondary suite

(b) duplex housing

(c) semi-detached housing

- (d) two single detached houses which may contain secondary suites
- (e) three-plex housing
- (f) four-plex housing
- (g) permitted accessory buildings or structures

NOTE: A maximum of four dwelling units are permitted, as allowed by Section 1.7 Density Regulations."

And replacing it with:

"(a) **single detached house** which may contain a **secondary suite** if the secondary suite was legally in existence prior to (*date subject Bylaw is adopted*).

- (b) duplex housing
- (c) semi-detached housing
- (d) three-plex housing

(e) four-plex housing

(f) permitted accessory buildings or structures

NOTE: A maximum of four dwelling units is permitted, as allowed by Section 13.17.7 Density Regulations."

2. AND THAT Section 13.17 RU7 – Infill Housing, 13.17.5 Subdivision Regulations subparagraph (b) be amended by deleting the following:

"The minimum lot depth is 37.0 m."

And replacing it with:

"The minimum **lot depth** is 30.0 m."

- 3. AND THAT Section 13.17 RU7 Infill Housing, 13.17.6 Development Regulations be amended by:
 - a) Deleting the following from sub-paragraph (a):

"The maximum site coverage is 45% and together with accessory buildings, driveways and parking areas, shall not exceed 55%."

And replacing it with:

"The maximum site coverage is 55%."

b) Deleting the following from sub-paragraph (b):

"The maximum floor area ratio is o.8.:

And replacing it with;

"The maximum **floor area ratio** is o.8. For the purpose of calculating **floor area ratio** in the RU7 **zone**, detached garage floor area and **accessory building and structure** floor area shall be excluded from the **net floor area**."

4. AND THAT Section 13.17 RU7 – Infill Housing, 13.17.7 Density Regulations be amended by deleting the following:

"(a) Residential density shall be based on the width of the lot.

- (b) For lots narrower than 13.5 m in width, up to two dwellings are permitted.
- (c) For lots between 13.5 m and 15.0 m in width, up to three dwellings are permitted.
- (d) For lots greater than 15.0 m wide, four dwellings are permitted."

And replacing it with:

"Residential density shall be based on the width of the lot.

(a) For lots narrower than 13.5 m in width, up to two dwellings are permitted.

(b) For lots from 13.5 m to 15.0 m wide, up to three dwellings are permitted.

(c) For lots greater than 15.0 m wide, up to four dwellings are permitted."

5. AND THAT Section 13.17 RU7 – Infill Housing, 13.17.8 Other Regulations be amended by:

a) Deleting from sub-paragraph (a) the following:

"Minor group homes are only permitted in single detached housing."

And replacing it with:

"Minor group homes are only permitted in single dwelling housing."

b) Deleting from sub-paragraph (b) the following:

"Vehicular access is only permitted from the lane, except for where a property has two street frontages, where access may be taken from the street frontage which is not the front yard."

And replacing it with the following:

"Where a **site** has access to a **lane**, vehicular access is only permitted from the **lane**. Otherwise, vehicular access may be taken from the **front yard**, or where a property has two **street frontages**, access shall be taken from the **street frontage** which is not the **front yard**."

6. 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

Considered at a Public Hearing on

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



D . I



| Date: | September 18, | 2017 | | NEIUWIIA | | | |
|-----------------|-----------------|--|---------------|---|--|--|--|
| RIM No. | 1250-30 | | | | | | |
| То: | City Manager | | | | | | |
| From: | Community Pla | anning Department (EW) |) | | | | |
| Application: | Z17-0001 | | Owner: | Kelowna East Investments Ltd., Inc.No. BC1084469 | | | |
| Address: | 1915 Enterprise | e Way | Applicant: | Mara + Natha Architecture Ltd. | | | |
| Subject: | Rezoning Appli | ication | | | | | |
| Existing OCP De | signation: | MXR – Mixed Use (Resi | dential/Comme | ercial) | | | |
| Existing Zone: | | C4 – Urban Centre Corr | nmercial | | | | |
| Proposed Zone: | | CD17 – Mixed Use Commercial – High Density | | | | | |
| | | | | | | | |

1.0 Recommendation

THAT Rezoning Application No. Z17-0001 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 140 ODYD Plan KAP58184, located at 1915 Enterprise Way, Kelowna, BC from the C4 – Urban Centre Commercial zone to the CD17 – Mixed Use Commercial High Density 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 September 18, 2017;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the registration of a height restriction covenant to a maximum of six storeys on the subject property;

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

2.0 Purpose

To rezone the subject property from C₄ – Urban Centre Commercial to CD₁₇ – Mixed Use Commercial – High Density to facilitate the future construction of a hotel and a mixed-use building.

3.0 Community Planning

The subject property is currently vacant and underutilized. It is located in a strategic position within the Mid-town Urban Centre at the intersection of two busy roads serviced by the nearby rapid transit network. The subject property is also well served by nearby shopping plazas, a recreation centre, multi-use trails, and the Landmark employment hub. The Official Community Plan Future Land Use designation for the property is MXR – Mixed Use Residential/Commercial. The property's Walk Score is 74 (most errands can be accomplished on foot). As a result, staff are supportive of the proposed rezoning to the CD17- Mixed Use Commercial – High Density zone in order to facilitate the development of a major hotel and mixed-use (commercial & residential) building.

To fulfill Council Policy No. 367 for 'Zoning Major' applications, the applicant held a public information session on February 25th, 2017 at the Sandman Hotel from 11am to 3pm. The public information session was advertised in the Daily Courier two weeks prior to the meeting and 22 people attended the session. Neighbours within 50m of the subject property were also notified.

4.0 Proposal

4.1 <u>Background</u>

The applicant submitted their initial application in September 2016. At which time it was identified that the project exceed the maximum floor area ratio permitted in the C4- Urban Centre Commercial zone. The project's proposed floor area ratio is 1.72 and the C4 maximum floor area ratio is 1.0 for the hotel use and 1.3 for the mixed-use building. Since density (floor area ratio) cannot be varied as per the *Local Government Act*, rezoning to an applicable zone is required. The proposed CD17- Mixed Use Commercial – High Density zone is consistent with the subject property's current land use designation of Mixed Use (Residential/Commercial) (MXR) and is also consistent with the project's height and floor area ratio.

A text amendment (TA12-0014) to the C4 zone to increase height and floor area ratio had been initiated prior to this application but at the time of application Staff were not in a position to bring the text amendments to Council for initial consideration, which would allow the project to proceed under the current zone.

Staff agree that the current zoning of C4 is most appropriate for the proposed project and would prefer the project proceed under the C4 zone once amended. However, the proposed project is time sensitive as the applicant has a contract with Hyatt Hotels that requires construction begin in the spring of 2018.

Staff plan on bringing the C4 text amendments to Council for initial consideration later this fall. In the event that the text amendments proceed in a timely fashion this project could theoretically proceed under the amended C4 zone and would proceed to Development Variance Permit and Development Permit (the CD17 rezoning would not be adopted). However, the proposed rezoning to CD17 is still consistent with the OCP Future Land Use Designation and would allow the project to proceed should adoption of the C4 amendments carry over to 2018.

4.2 Project Description

4.2.1 <u>Proposal</u>

The applicant is proposing the construction of a six-storey hotel and a six-storey mixed use building on the subject property (Attachment A). The project's proposed floor area ratio of 1.72 exceeds the current C₄ – Urban Centre Commercial zone floor area of 1.0 for hotels and 1.3 for mixed-use

buildings. In order to proceed with the proposed development rezoning to the CD17- Mixed Use Commercial – High Density zone is required. The subject property's current land use designation of Mixed Use (Residential/Commercial) (MXR) is consistent with the proposed CD17 zone. The CD17 zone allows for hotels, apartment housing, and general retail stores uses with a maximum floor area ratio of 2.0 and a maximum height of 55.0m or 16 storeys.

While the floor area ratio is suitable for the project the maximum height of 55.0m or 16 storeys permitted in the CD17 zone is not. Prior to final adoption, the registration of a height restricting covenant to six (6) storeys would be required.

4.2.2 Traffic Impact Study

A joint Traffic Impact Study with the City and the Ministry of Transportation and Infrastructure (MoTI) was triggered as part of rezoning. The applicant's Transportation Engineer has submitted a Traffic Impact Study that has been accepted by both the City and MoTI. The report finds that anticipated traffic for the Highway 97 and Enterprise Way corridors has a marked decrease in the overall system performance and that the Highway 97 Spall Road intersection operates below acceptable operational capacity. Specific to the development, the report finds that the development will have a minor impact on the overall area operation. Requirements of the development would include the addition of left-hand turn bays on to Enterprise Way.

4.3 <u>Site Context</u>

The subject property is located in the Midtown City Centre at the corner of Enterprise Way and Spall Rd. The lot is 7,191 m² and in a commercial/residential neighbourhood.

Specifically, adjacent land uses are as follows:

| Orientation | Zoning | Land Use | | |
|-------------|---|------------------------------|--|--|
| North | C4 – Urban Centre Commercial | Commercial | | |
| NOTUT | RM5 – Medium Density Multiple Housing | Vacant/ Proposed Residential | | |
| East | C4 – Urban Centre Commercial | Vacant/ Proposed Commercial | | |
| South | C4lp – Urban Centre Commercial (Liquor Primary) | Commercial | | |
| West | RM5 – Medium Density Multiple Housing | Residential | | |

Subject Property Map: 1915 Enterprise Way



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. Other relevant policies include Policy 5.5.1 Building Height and Chapter 17 – Urban Centre definition. Maximum density at the centre of the core would be consistent with zoning as follows: City Centre – C7 zone; Rutland – C7 zone; Pandosy – C4 zone; Midtown – C6 zone; Capri/Landmark – C4 zone.

Development Process

Compact Urban Form.² 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.o Technical Comments

6.1 <u>Building & Permitting Department</u>

¹ City of Kelowna Official Community Plan, Future Land Use Designations (Chapter 4).

² City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter 5).

- Full Plan check for Building Code related issues will be done at time of Building Permit applications.
- 6.2 <u>Development Engineering Department</u>
 - See 'Schedule A' Development Engineering Memorandum dated January 31, 2017.

6.3 <u>Fire Department</u>

• The Fire Department has no issues with the zoning. Access on and off of the very busy Enterprise Way can be difficult.

7.0 Application Chronology

| Date Complete Application Re | ceived: | January 12, 2017 |
|------------------------------|---------|-------------------|
| Date Public Consultation Com | oleted: | February 25, 2017 |

| Report prepared by: | Emily Williamson, Planner |
|-------------------------|---|
| Reviewed by: | Terry Barton, Urban Planning Manager |
| Approved for Inclusion: | Ryan Smith, Community Planning Department Manager |

Attachments:

Schedule 'A' – Development Engineering Memorandum dated January 31, 2017 Attachment 'A' – Conceptual Renderings and Site Plan Attachment 'B' – Traffic Impact Study dated June 28, 2017

| | CITY OF KELOWN | A | |
|--------------------|--------------------------------------|--|------------------------|
| | MEMORANDU | M | |
| | | SCHEDUL | E <u>A</u> |
| Date: File No.: | January 31, 2017 Z17-0001 | This forms part of ap # <mark>Z17-0001</mark> | |
| То: | Community Planning (EW) | Planner | City of Kelowna |
| From: | Development Engineering Manager (SM) | Initials | COMMUNITY PLANNING |
| Subject: | 1915 Enterprise Way Development | (| C4 to CD17 |

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

<u>General</u>

- a) The proposed hotel and multi-family development triggers a traffic impact assessment (TIA). The City Transportation & Mobility department will review and provide the approval of the terms of reference(TOR) & traffic impact assessment (TIA). Recommendations from the Traffic Impact Analysis (TIA) will become requirements of rezoning.
- b) These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation & Infrastructure (MOTi).
- 1. Domestic Water and Fire Protection
 - (a) This lot is serviced with a 150 mm-diameter water service. The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs.
 - (b) The applicant, at his cost, will arrange for the removal of all existing unused services and the installation of an additional fire hydrant, if required, and one new larger metered water service. The estimated cost of this construction for bonding purposes is \$28,000.00 If it is determined that upgrades to the existing water distribution system must be made to achieve the required fire flows, additional bonding will be required.
 - (c) A water meter is mandatory for this development and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost. Boulevard landscaping, complete with underground irrigation system, must be integrated with the on-site irrigation system.

- (d) A water meter is mandatory for this development and must be installed inside the buildings on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost. Boulevard landscaping, complete with underground irrigation system, must be integrated with the on-site irrigation system.
- 2. Sanitary Sewer
 - (a) This lot is serviced with a 150mm-diameter sanitary sewer service. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size of the new service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of all existing small diameter services and the installation of a new larger service.
 - (b) The applicant, at his cost, will arrange for the installation of one larger service, as well as the removal of all existing unused services. Only one service will be permitted for this development. The estimated cost for construction for bonding purposes is **\$16,800.00**
 - (c) A downstream flow analysis check is required by a consulting civil engineer to determine the impact of additional flow contributions on the existing pipe system. If it is determined that upgrades to the existing facilities must be made, additional bonding will be required.
- 3. Storm Drainage
 - (a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems.
 - (b) This lot has been pre-serviced with a 150mm-diameter overflow storm sewer service. Only one service will be permitted for this development.
 - (c) Storm drainage systems for the site will be reviewed and approved by Engineering when design drawings are submitted.

4. Road Improvements

Spall Road and Enterprise Way fronting this development are urbanized. Frontage modifications and improvements required at this time are as follows:

- (a) The existing driveway access to Spall Road will need to be removed. This work will require curb let down and asphalt driveway removal and barrier curb replacement.
- (b) The existing access on Enterprise Way will be permitted as a right in right out only driveway access. Access channelization modifications are required.
- (c) The new access proposed on Enterprise Way will be permitted as a right in right out and left in only. This will require pavement marking signage modifications.
- (d) Provide a Traffic Signs/Pavement Marking design drawing.

- (e) Boulevard landscaping complete with street trees is required on Enterprise Way and Spall Road complete with underground irrigation systems. A landscape & irrigation design drawing for approval is required.
- (f) Service upgrades will require road cuts and pavement restoration work within Spall Road and Enterprise Way.
- (g) The estimated cost of this construction for bonding purposes is **\$64,400.00**

Protect existing curb and sidewalks during construction. Replacement of damaged works and restoration will be at the developer's expense. The extent of the restoration works will be determined by the City Engineer once construction is completed.

5. <u>Subdivision</u>

By registered plan to provide the following:

- (a) Grant statutory rights-of-way if required for utility services.
- 6. Electric Power and Telecommunication Services
 - a) The electrical services to this development must be installed in an underground duct system, and the building must be connected by an underground service. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground as this site is located within the Midtown urban town centre.
 - b) 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. <u>Engineering</u>

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 named on the insurance policy as an additional insured.

10. Geotechnical Report

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

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

12. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) A MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan. Indicate on the site plan, the locations of the garbage and recycle bins.
- (ii) Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.

(h) Bonding

Total Bonding

\$109,200.00

<u>NOTE</u>: 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 as a condition of subdivision approval or building permit issuance, 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 prior to 4th reading of the zone amending bylaw.

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 the total off-site construction costs, not including design, plus 5% GST will be added.

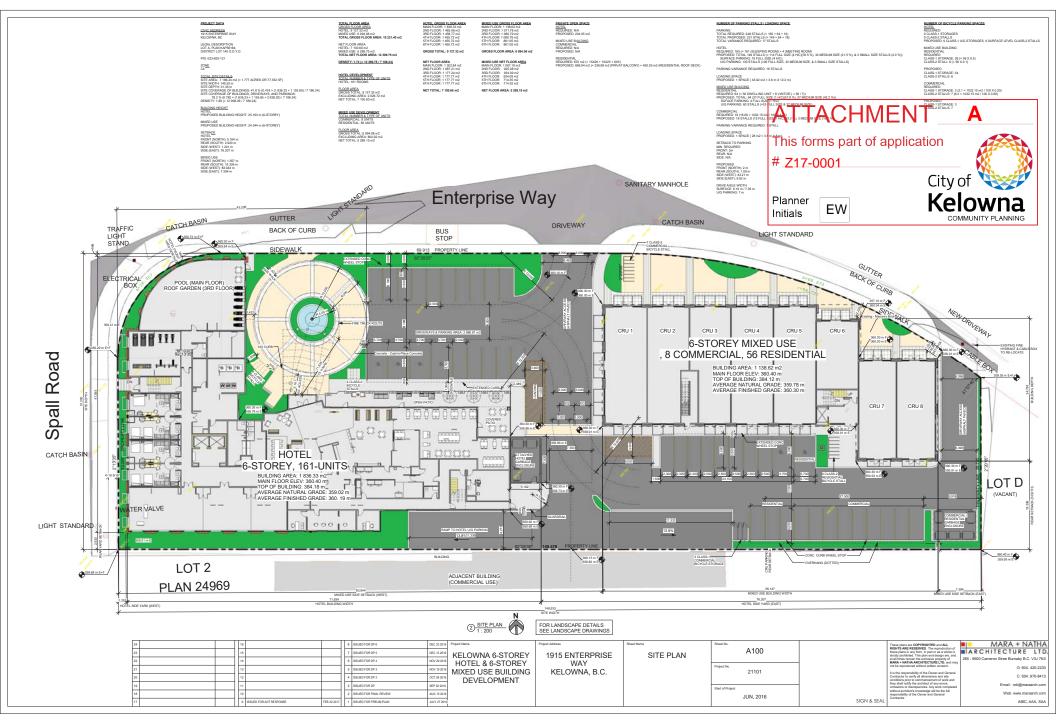
YWY

Steve Muenz, P. Eng. Development Engineering Manager

SS









ATTACHMENT

EW

Z17-0001

Planner

Initials

This forms part of application

Β

City of

Kelown

June 28, 2017

Project No.: 17018

West Fraser Developments Ltd. 13070 115 Avenue Surrey, BC V3R 2T9

Attention: Mr. Navi Sandhu

Re: 1915 Enterprise Way Hotel, Kelowna, BC Transportation Impact Study

We are pleased to provide the following review of the anticipated traffic generated by the proposed mixed-use Hotel and Residential site on the south-east corner of Spall Road and Enterprise Way, located at 1915 Enterprise Way. This review has been completed to reflect comments received from the Ministry of Transportation and Infrastructure and the City of Kelowna, based on the May 2017 Terms of Reference prepared by CTQ Consultants Ltd. (CTQ), and our work on previous submissions.

Executive Summary

The Transportation Impact Study has been prepared to determine the effect the proposed mixed-use Hotel and Residential development, combined with the anticipated community growth, will have on the adjacent Highway 97, and City of Kelowna roadway infrastructure. This report addresses the off-site planning, traffic generation and distribution, traffic analysis, and recommendations for street improvements.

The development consists of a mix of 161 room hotel, 54 residential units and ground floor commercial.

The full build out of the site is anticipated to generate the following off-site peak hour traffic volumes:

- Full Build Out of Development:
 - AM Peak Hour 143 trips, 79 entering, 64 exiting; and,
 - PM Peak Hour 256 trips, 128 entering, 128 exiting.



TIME

DUALIT

The background traffic on; and adjacent to Highway 97 is anticipated to grow at a rate of 2% per year. The background traffic on the adjacent local street network is anticipated to grow at a similar rate.

With the anticipated growth in traffic for the Highway 97 and Enterprise Way corridors, there is a marked decrease in the overall system performance. The Highway 97 Spall Road intersection operates below acceptable operational capacity.

The site is proposing to have two points of all moves access to the site from Enterprise Way, one at the center of the site and on at the east end of the site.

The addition of the site traffic has a minor impact on the overall area operation.

A) SITE CONTEXT

The site is located on the south side of Enterprise Way, and east side of Spall Road. The site is currently vacant. The Mill Creek Crossing mixed use commercial developments is on the north side of Enterprise Way. The multifamily residential units on the west side of Spall Road do not have any access to Spall Road.

The site is currently zoned C4 - Commercial with the proposed development rezoning to a CD Zone with a mix of Hotel, Commercial and Residential.

The geographic scope of the study area is the Highway 97 and Spall Road commercial area, with the adjacent Enterprise Way to the east.

The overall area is shown on Figure 1.

Figure 1 - Aerial View of the Study Area





B) BACKGROUND INFORMATION

Traffic counts have been completed in the area as follows:

- The City of Kelowna has completed traffic counts for the following intersections:
 - Spall Road and Parkinson Way (2016);
 - Spall Road and Enterprise Way (2015);
 - Spall Road and Clement Avenue (2015); and
 - Enterprise Way and Hardy Street (2015).
- MoTI provided the November 2014 signal download for the Highway 97 and Spall Road intersection.

The traffic count information was used to develop the 2017 background AM and PM Peak Hour volumes. The resulting 2017 background AM Peak Hour and 2017 PM Peak Hour Traffic volumes are presented in Figure 2 and Figure 3 below.



Figure 2 - 2017 Background AM Peak Hour Traffic

CTQ



Figure 3 - 2017 Background PM Peak Hour Traffic



The anticipated 2% growth in the Highway 97, and City of Kelowna Roadways to 2027 for the AM and PM Peak Hour are presented in Figure 4 and Figure 5 below.



Figure 4 - 2027 Background AM Peak Hour Traffic

CTQ



Figure 5 - 2027 Background PM Peak Hour Traffic

C) TRAFFIC GENERATION and DISTRIBUTION

Development Traffic

The analysis period used in this study are the weekday AM and PM peak hour that coincide with the peak hour periods on the adjacent streets. The basis of traffic generation data used for the study is the Institute of Transportation Engineers (ITE) 9th Edition Trip Generation Rates Manual. The AM and PM Peak Hour Rates used to determine the development traffic generations are as per the ITE 9th Edition Trip Generation Rates Manual.

The *Institute of Transportation Engineers Trip Generation* 9th *Edition Manual* is used as an industry standard to provide estimates of vehicle trips for specific developments. The rates are based on information collated from actual traffic studies, and presented for the average weekday Peak Hour volumes the specific land use will generate, during normal operations.

We anticipate the attached development plan will generate traffic of a similar proportion and distribution to the *Institute of Transportation Engineers Trip Generation 9th Edition Manual* for the following ITE Land Use Codes:

- Shopping Center land use code 820;
- Apartment land use code 220;
- Hotel land use code 310.

The ITE trip generation rates and anticipated AM and PM traffic volumes are presented in Table 1 below.

| Description /ITE Code | Units | ITE Veh | icle T | rip G | enera | tion I | Rates | | | Expected Units | Total Generated | | | | | | | | f |
|--------------------------------------|------------------|---------|--------|-------|-------------|----------|-----------|----------|-----------|-------------------|--------------------|------------|------------|----------|-----------|-------------|----------|-----------|------------|
| | | Weekday | АМ | РМ | Pass- By | AM In | AM Out | PM In | PM Out | | Daily | AM Hour | PM Hour | AM In | AM Out | Pass- By | PM In | PM Out | Pass By |
| Shopping Center 820 (Equation) | KSF ² | Eq | uatio | ns | 34% | 62% | 38% | 48% | 52% | 11.1 | 1,627 | 41 | 137 | 17 | 10 | 14 | 44 | 47 | 47 |
| Apartment 220 | DU | 6.65 | 0.51 | 0.62 | | 20% | 80% | 65% | 35% | 56 | 372 | 29 | 35 | 6 | 23 | 0 | 23 | 12 | 0 |
| Hotel 310 | Rooms | 8.17 | 0.53 | 0.60 | | 59% | 41% | 51% | 49% | 161.0 | 1,315 | 85 | 97 | 50 | 35 | 0 | 49 | 47 | 0 |
| | - | | - | | | | - | | | | 3.315 | 155 | 269 | 73 | 68 | 14 | 115 | 107 | 47 |

Table 1 – Development Traffic

For most developments, there are four types of trips generated by a development:

- Primary trips;
- Diverted link trips;
- Pass-by trips, and;
- Internal trips.



Primary trips are trips completely devoted to the proposed development and only result because of the development. These are primarily home-based trips. Diverted link trips are made by vehicles already on the road network, but are diverting from their travel pattern to access the development. Pass-by trips are trips to the development that are caused by vehicles on the road network that pass by the development and decide to enter. For both the pass-by trip and the diverted link trip, the vehicles are on the roadway for final destinations other than the proposed development. We have taken the conservative approach that all the site generated trips are primary in nature.

Based on the above, the full build out of the site is anticipated to generate an average of 155 two-way vehicle trips during the AM Peak Hour (80 entering, and 75 exiting) and 269 two-way vehicle trips during the PM Peak Hour (138 entering, and 131 exiting).

The site is proposed with two all moves points of access onto Enterprise Way. One at the center of the site and one at the eastern end of the site.

The following Figures 6 and 7 show the anticipated site generated AM and PM traffic and the distribution onto the adjacent street network.



Figure 6 – Site Traffic Distribution AM





Figure 7 – Site Traffic Distribution PM

D) TRAFFIC ANALYSIS

The operation of the intersections has been analyzed utilizing Highway Capacity Manual Synchro 9 software for signalized and unsignalized intersections. An operational level of service is determined for each movement based upon the calculated delay.

The Levels of Service (LoS) for signalized intersections are as follows:

- LoS A represents less than 10 seconds of average delay and is considered a good operating condition.
- LoS B represents greater than 10 seconds and less than 20 seconds of average delay and is considered a good operating condition.
- LoS C represents greater than 20 seconds and less than 35 seconds of average delay and is considered a fair operating condition.
- LoS D represents greater than 35 seconds and less than 55 seconds of average delay and is considered a fair operating condition.
- LoS E represents greater than 55 seconds and less than 80 seconds of average delay and is considered a poor operating condition.
- Los F represents more than 80 seconds of average delay and is considered a failed operating condition.



The LoS for unsignalized intersections are as follows:

- LoS A represents less than 10 seconds of average delay and is considered a good operating condition.
- LoS B represents greater than 10 seconds and less than 15 seconds of average delay and is considered a good operating condition.
- LoS C represents greater than 15 seconds and less than 25 seconds of average delay and is considered a fair operating condition.
- LoS D represents greater than 25 seconds and less than 35 seconds of average delay and is considered a fair operating condition.
- LoS E represents greater than 35 seconds and less than 50 seconds of average delay and is considered a poor operating condition.
- LoS F represents more than 50 seconds of average delay and is considered a failed operating condition.

Generally, and in accordance with the *Ministry of Transportation Site Impact Analysis Requirements Manual*, in urban areas, improvements are considered when the overall intersection performance nears LoS E. For arterial streets, trough traffic improvements are to be considered when the performance nears LoS D.

The Background traffic was analyzed for the Weekday PM Peak Hour traffic for the 2017, and 2027 horizon years. The Background Traffic Synchro 9 analysis results are provided in the Tables 2, 3, 4, and 5. The 95th percentile queue lengths are identified for critical movements. The Synchro summary sheets for each intersection are included in the appendix.

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|------------------------------------|
| Spall Road & Highway 97 | Signal | AM | 0.87 | 35 | С | WB left – 43m EB left – 50m NB left – 46m SB left – 54m | WB left LoS 'D' NB left LoS 'D' |
| Spall Road & Enterprise Court | Stop Sign | AM | 0.37 | 1 | А | | |
| Spall Road & Enterprise Way | Signal | AM | 0.93 | 21 | С | SB left – 150m WB left – 19m | NB thru LoS 'D' SB left LoS 'D' |
| Spall Road & Clement Ave. | Signal | AM | 0.84 | 26 | С | NB left – 74m EB right – 54m | |
| Enterprise Way & Hardy Street | Signal | AM | 0.84 | 16 | В | | |

Table 2 - 2017 Background AM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|--|
| Spall Road & Highway 97 | Signal | PM | 0.98 | 47 | D | WB left – 75m EB left – 116m NB left – 103m SB left – 78m | NB left LoS 'F' SB left LoS 'E' EB left LoS 'E' WB left LoS 'E' |
| Spall Road & Enterprise Court | Stop Sign | PM | 0.37 | 2 | А | | |
| Spall Road & Enterprise Way | Signal | PM | 1.00 | 40 | D | SB left – 133m WB left – 49m | NB thru LoS 'E' |
| Spall Road & Clement Ave. | Signal | PM | 0.99 | 34 | С | NB left – 165m EB right – 82m | NB left LoS 'E' EB right LoS 'E' |
| Enterprise Way & Hardy Street | Signal | PM | 0.91 | 23 | С | | |

Table 3 – 2017 Background PM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|-------------------------------------|
| Spall Road & Highway 97 | Signal | AM | 0.96 | 42 | D | WB left – 72m EB left – 73m NB left – 81m SB left – 66m | WB left LoS 'E' NB left LoS 'E' |
| Spall Road & Enterprise Court | Stop Sign | AM | 0.46 | 1 | А | | |
| Spall Road & Enterprise Way | Signal | AM | 1.02 | 29 | С | SB left – 187m WB left – 26m | NB thru LoS 'D' SB left LoS 'D' |
| Spall Road & Clement Ave. | Signal | AM | 0.99 | 44 | D | NB left – 96m EB right – 96m | NB left LoS 'E' SB right LoS 'E' |
| Enterprise Way & Hardy Street | Signal | AM | 0.90 | 19 | В | | |

Table 4 - 2027 Background AM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|--|
| Spall Road & Highway 97 | Signal | PM | 1.20 | 92 | F | WB left – 122m EB left – 187m NB left – 166m SB left – 129m | NB left LoS 'F' SB left LoS 'F' EB left LoS 'F' WB left LoS 'F' |
| Spall Road & Enterprise Court | Stop Sign | PM | 0.54 | 2 | А | | EB LoS 'E' |
| Spall Road & Enterprise Way | Signal | PM | 1.16 | 73 | E | SB left – 250m WB left – 109m | NB thru LoS 'F' SB left LoS 'F' |
| Spall Road & Clement Ave. | Signal | PM | 1.20 | 68 | E | NB left – 265m EB right – 127m | NB left LoS 'F' EB right LoS 'F' |
| Enterprise Way & Hardy Street | Signal | PM | 0.92 | 23 | С | NB left – 29m SB left – 40m | NB left LoS 'D' SB left LoS 'D' |

Table 5 – 2027 Background PM Peak Hour Intersection Performance

For the Background PM Peak Hour traffic:

- 2017
 - the Highway 97 and Spall Road intersection reaches its operational limit by 2017 with the northbound left turn operating at a LoS 'F', and all other left turn operating at a LoS 'E'; and;
 - the Spall Road and Enterprise Way intersection reaches its operational limit with the northbound left turn operating at a LoS 'E'.
- 2027
 - the Highway 97 and Spall Road intersection is beyond its operational limit with all left turns operating at a LoS 'F', and the east west and northbound thru movements operating at LoS 'F', and a maximum V/C ratio of 1.20;
 - the Spall Road and Enterprise Way intersection is beyond its operational limit with the southbound left turn operating at a LoS 'F'; and northbound thru operating at a LoS 'F', and a maximum V/C ratio of 1.16; and;
 - the Spall Road and Clement Avenue intersection is beyond its operational limit with the northbound left turn operating at a LoS 'F'; and eastbound right operating at a LoS 'F', and a maximum V/C ratio of 1.20.

The City of Kelowna 2030 DCC Roads plan identifies the Clement Avenue Extension, from Spall Road to Highway 33, as a four-lane arterial, being completed in the 2025 to 2030 planning horizon. It is anticipated the Clement Extension will alleviate the anticipated operational delays forecast at the Spall Road and Enterprise Way and Spall Road and Clement Avenue intersections. The Clement Extension may also draw some of the traffic from the Highway 97 corridor. Analysis of the effect of the Clement Extension on the Highway 97 and City of Kelowna infrastructure is beyond the scope of this analysis.

The Background plus Development traffic was analyzed for the Weekday PM Peak Hour traffic for the 2017, and 2027 horizon years. The two site accesses have also been included in the analysis. The Background plus development traffic Synchro 9 analysis results are provided in Tables 6 and 7.

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|---|
| Spall Road & Highway 97 | Signal | AM | 0.87 | 36 | D | WB left – 42m EB left – 61m NB left – 46m SB left – 54m | EB left LoS 'D' WB left LoS 'D' NB left LoS 'D' |
| Spall Road & Enterprise Court | Stop Sign | AM | 0.38 | 1 | А | | |
| Spall Road & Enterprise Way | Signal | AM | 0.93 | 23 | С | SB left – 158m WB left – 27m | NB thru LoS 'D' SB left LoS 'D' |
| Spall Road & Clement Ave. | Signal | AM | 0.85 | 26 | С | NB left – 74m EB right – 54m | NB thru LoS 'D' |
| Enterprise Way & Hardy Street | Signal | AM | 0.71 | 12 | В | | |
| Enterprise Way & Main Access | Stop Sign | AM | 0.49 | 1 | А | NB – 16m | |
| Enterprise Way & East Access | Stop Sign | AM | 0.48 | 1 | А | NB – 15m | |

 Table 6 - 2017 Background plus Development AM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|--|
| Spall Road & Highway 97 | Signal | PM | 1.02 | 51 | D | WB left – 75m EB left – 133m NB left – 103m SB left – 76m | NB left LoS 'F' SB left LoS 'E' EB left LoS 'F' WB left LoS 'E' |
| Spall Road & Enterprise Court | Stop Sign | PM | 0.40 | 2 | А | | |
| Spall Road & Enterprise Way | Signal | PM | 0.99 | 44 | D | SB left – 180m WB left – 99m | WB thru LoS 'E' |
| Spall Road & Clement Ave. | Signal | PM | 1.00 | 35 | D | NB left – 169m EB right – 84m | NB left LoS 'E' EB right LoS 'E' |
| Enterprise Way & Hardy Street | Signal | PM | 0.93 | 25 | С | | |
| Enterprise Way & Main Access | Stop Sign | AM | 0.63 | 1 | А | NB – 9m | |
| Enterprise Way & East Access | Stop Sign | AM | 0.62 | 1 | А | NB – 6m | |

Table 7 – 2017 Background plus Development PM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|---|
| Spall Road & Highway 97 | Signal | AM | 0.97 | 36 | D | WB left – 55m EB left – 73m NB left – 61m SB left – 60m | WB left LoS 'E' EB left LoS 'E' NB left LoS 'E' |
| Spall Road & Enterprise Court | Stop Sign | AM | 0.47 | 1 | А | | |
| Spall Road & Enterprise Way | Signal | AM | 1.03 | 35 | С | SB left – 191m WB left – 34m | NB thru LoS 'E' SB left LoS 'D' |
| Spall Road & Clement Ave. | Signal | AM | 1.00 | 46 | D | NB left – 90m EB right – 98m | NB left LoS 'E' SB right LoS 'E' |
| Enterprise Way & Hardy Street | Signal | AM | 0.92 | 20 | С | | |
| Enterprise Way & Main Access | Stop Sign | AM | 0.59 | 1 | А | NB – 6m | |
| Enterprise Way & East Access | Stop Sign | AM | 0.58 | 1 | А | NB – 6m | |

Table 8 - 2027 Background plus Development AM Peak Hour Intersection Performance

| | Control | Period | Critical V/C | Delay (Sec) | Overall LOS | Queue Length | Comment |
|----------------------------------|--------------|--------|-----------------|----------------|----------------|--|--|
| Spall Road & Highway 97 | Signal | PM | 1.28 | 97 | F | WB left – 122m EB left – 201m NB left – 162m SB left – 125m | NB left LoS 'F' SB left LoS 'F' EB left LoS 'F' WB left LoS 'F' |
| Spall Road & Enterprise Court | Stop Sign | PM | 0.54 | 2 | А | | EB LoS 'F' |
| Spall Road & Enterprise Way | Signal | PM | 1.26 | 103 | F | SB left – 304m WB left – 104m | NB thru LoS 'F' SB left LoS 'F' |
| Spall Road & Clement Ave. | Signal | PM | 1.22 | 68 | E | NB left – 270m EB right – 131m | NB left LoS 'F' EB right LoS 'F' |
| Enterprise Way & Hardy Street | Signal | PM | 0.94 | 25 | С | NB left – 35m SB left – 40m | NB left LoS 'D' SB left LoS 'D' |
| Enterprise Way & Main Access | Stop Sign | AM | 0.76 | 1 | А | NB – 13m | NB LoS 'D' |
| Enterprise Way & East Access | Stop Sign | AM | 0.75 | 1 | А | NB – 6m | NB LoS 'C' |

Table 9 – 2027 Background plus Development PM Peak Hour Intersection Performance

For the Background plus development PM Peak Hour traffic the results are consistent with the background traffic analysis results:

- 2017
 - the Highway 97 and Spall Road intersection reaches its operational limit by 2017 with the north and eastbound left turns operating at a LoS 'F', and all other left turn operating at a LoS 'E'; and;
 - the Spall Road and Enterprise Way intersection reaches its operational limit with the westbound left turn operating at a LoS 'E'.
- 2027
 - the Highway 97 and Spall Road intersection is beyond its operational limit with all left turns operating at a LoS 'F', and the east west and northbound thru movements operating at LoS 'F', and a maximum V/C ratio of 1.28;
 - the Spall Road and Enterprise Way intersection is beyond its operational limit with the southbound left turn operating at a LoS 'F'; and northbound thru operating at a LoS 'F', and a maximum V/C ratio of 1.26; and;
 - the Spall Road and Clement Avenue intersection is beyond its operational limit with the northbound left turn operating at a LoS 'F'; and eastbound right operating at a LoS 'F', and a maximum V/C ratio of 1.22.

The City of Kelowna 2030 DCC Roads plan identifies the Clement Avenue Extension, from Spall Road to Highway 33, as a four-lane arterial, being completed in the 2025 to 2030 planning horizon. It is anticipated the Clement Extension will alleviate the anticipated operational delays forecast at the Spall Road and Enterprise Way and Spall Road and Clement Avenue intersections. The Clement Extension may also draw some of the traffic from the Highway 97 corridor. Analysis of the effect of the Clement Extension on the Highway 97 and City of Kelowna infrastructure is beyond the scope of this analysis.

Infrastructure Requirements

Improvements to the Highway 97 and Spall Road intersection have not been identified as part of the 2030 Official Community Plan Development Cost Charge program (nor has the Ministry of Transportation and Infrastructure identified any future upgrades) and should form part of a review of the system wide requirements to support the growth planned within the 2030 Official Community Plan.

The access points to the site will require addition of left turn bays to the existing Enterprise Way. There is sufficient pavement width to add the left turn bays while retaining the bike lanes. There is an existing curb let down in the location of the main access point to the site.

An additional curb letdown and replacement of the sidewalk will be required for the eastern access to the site. The existing bus stops on Enterprise Way adjacent to the main access should be able to remain in their exiting locations.



Both the Spall Road and Enterprise Way frontage adjacent to the site have a full urban cross- section with sidewalks, boulevards and medians. All other roadway elements in the study area have sidewalks. Spall Road and Enterprise Way have dedicated bike lanes in both directions. The bike lanes on Spall Road lead to the rails with trails route following the rail line corridor.

The area is extremely well served by Kelowna Transit with the following existing routes:

- *#*7 route to Glenmore via Spall Road and Enterprise Way:
- #9 route Downtown to Orchard Park via Spall Road;
- #10 route to Rutland via Spall Road and Enterprise Way; and
- #97 the rapid bus route on Highway 97, from West Kelowna to UBC Okanagan, with a stop adjacent to Parkinson Recreation Centre just to the west of the site.

No other roadway infrastructure system improvements are required to support the development of the 1915 Enterprise Way Hotel site.

We would be pleased to meet and discuss the findings presented above.

Sincerely,

CTQ CONSULTANTS LTD. Per:

Par Coller

Mr. David D. Cullen, P.Eng. Transportation Engineer DDC: ddc

CITY OF KELOWNA

BYLAW NO. 11487 Z17-0001 1915 Enterprise Way

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:

- THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, District Lot 140, ODYD, Plan KAP58184 located on Enterprise Way, Kelowna, B.C., from the C4 – Urban Centre Commercial zone to the CD17 – Mixed Use Commercial High Density zone.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk





| Date: | September 18, | 2017 | VEIOMII | | | |
|---------------------------|---------------|---|------------------|--|--|--|
| RIM No. | 1250-30 | | | | | |
| То: | City Manager | | | | | |
| From: | Community Pla | anning Department (LK) | | | | |
| Application: | Z15-0059 | | Owner: | Okanagan Buddhist Cultural Centre, Inc. No. S-0061651 | | |
| Address: | 135 Mugford R | bad | Applicant: | Peter Chataway | | |
| Subject: | Rezoning Appl | ication, Extension Reque | est | | | |
| Existing OCP Designation: | | EDINST – Educational/ Major Institutional | | | | |
| Existing Zone: | | RU1 – Large Lot Housir | ıg | | | |
| Proposed Zone: | | P2 – Education and Mir | nor Institutiona | I | | |
| | | | | | | |

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for adoption of Rezoning Bylaw No. 11243, be extended from May 17, 2017 to May 17, 2018.

2.0 Purpose

To extend the deadline for adoption of Rezoning Bylaw No. 11243 to May 17, 2018.

3.0 Community Planning

Section 2.12.1 of the Procedure Bylaw No. 10540 states that:

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

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

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

Bylaw No. 11243 received second and third readings on May 17, 2016 after the Public Hearing held on the same date. The applicant wishes to have this application remain open for an additional twelve (12) months to complete the conditions of adoption. The sale of the property from the City of Kelowna to the Okanagan Buddhist Cultural Centre has been finalized and given the recent activity on the application, a final extension to May 17, 2018 is supported by Planning Staff.



Subject Property Map: 135 Mugford Road

| Report prepared by: | Lydia Korolchuk, Planner |
|---------------------|--------------------------------------|
| Reviewed by: | Terry Barton, Urban Planning Manager |

Approved for Inclusion:

Ryan Smith, Community Planning Department Manager





| Date: | September 18, | 2017 | | Reiowiid |
|-----------------|----------------|------------------------|-----------------|---------------------------------------|
| RIM No. | 0940-00 | | | |
| То: | City Manager | | | |
| From: | Community Pla | anning Department (LG) |) | |
| Application: | DP17-0166 | | Owner: | Pandosy Street Developments Ltd. |
| Address: | 2175 Pandosy S | Street | Applicant: | Alana Marrington/Garry Tomporowski |
| Subject: | Amended Hou | sing Agreement and Dev | velopment Perr | nit Application |
| Existing OCP De | signation: | HLTH – Health District | | |
| Existing Zone: | | HD2 – Hospital and He | alth Support Se | ervices |

1.0 Recommendation

THAT Council receives, for information, the Report from the Community Planning Department dated September 18, 2017 with respect to amendments to Housing Agreement Bylaw No. 10624 for the property located at 2175 Pandosy Street, formerly known as 2149, 2159, 2169, 2179 and 2189 Pandosy Street;

AND THAT Council gives reading consideration to Bylaw No. 11474, being Amendment No. 1 to Housing Agreement Bylaw No. 10624 authorizing an amendment to the Housing Agreement between the City of Kelowna and Pandosy Street Developments Ltd., which requires the owners to designate three dwelling units in an Extended Medical Treatment Facility as affordable rental housing for Lot A, District Lot 14, ODYD, Plan EPP27000, located at 2175 Pandosy Street, Kelowna, BC.;

AND THAT Council authorize the issuance of Development Permit No. DP17-0166 for the property legally known as Lot A, District Lot 14, ODYD, Plan EPP27000, located at 2175 Pandosy Street, Kelowna, BC., subject to the following:

- 1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
- 2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
- 3. Landscaping to be provided on the land be in general accordance with Schedule "C";

- 4. Prior to issuance of the Building Permit, the requirements of the Development Engineering Branch must be satisfied;
- 5. 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 professional landscaper;

AND FURTHER THAT this Development Permit is valid for one (1) year from the date of Council approval, with no opportunity to extend.

2.0 Purpose

To amend an existing housing agreement, and to consider a development permit application, on the subject property.

3.0 Community Planning

Staff supports the proposed development of an Extended Medical Treatment Facility on the subject property. This development was previously considered and approved by City Council in June 2015, but the owner was unable to begin construction within the required two-year timeframe due to personal reasons and extremely high water levels that occurred this past spring. They were, however, able to prepare the site by removing all existing buildings and landscaping that do not form part of the proposed development.

At this time, the owner would also like to amend the associated *Affordable Rental Housing Agreement* that was adopted in June 2015. The *Agreement* states that three units in the facility will be designated as affordable rental housing units and must not be sold. The amendment is simply to clarify sections where it is not clear that the *Agreement* applies to three units, and to update the land it pertains to. The five legal parcels listed in the *Agreement* have since been consolidated into one parcel.

The location of this type of facility will complement the Kelowna General Hospital and provide additional services for patients outside of the hospital environment. The facility will include a residential portion and a medical portion. In the residential portion, 41 units (varying from studios to 2-bedrooms) will be provided for a mix of short and long term stays, and permanent residents. The medical portion will include doctor's offices, clinics, pharmacy, medical/health retail store, and café. This facility will offer an alternative to motels, hotels, and bed & breakfasts where medical services are not available.

The intended users of this facility will be a mix of:

- Permanent residents who benefit from the location of the building and the services provided;
- Patients and/or family members who have to travel into Kelowna to receive medical care or those who wish to stay in close proximity to the hospital; and
- Local patients who use the medical services or visit doctors who are located on site.

No variances are required for this proposed development, and all conditions were satisfied in 2015, including a Traffic Impact Study, an Affordable Rental Housing Agreement, a purchase/sale agreement for the lane, and consolidation of the properties.

Proposal

3.1 Background

A development permit for the Extended Medical Treatment Facility was considered by Council on June 29, 2015 and was approved for two years with no opportunity to extend. The owners began preparing the site this past spring but could not move forward with construction due to high water levels related to flooding.

Because construction had not begun, the development permit expired. The proponents applied for a new development permit on June 28, 2017.

3.2 Project Description

The proposed development is an extended medical treatment facility. The 6590m² facility will be 4 storeys high and will include permanent residential units, short and long term residential units, medical offices, clinics, pharmacy, medical / health retail store, and cafe.

The residential portion will consist of nine 1-bedroom units, 28 2-bedroom units, two 1-bedroom + den units, and 2 studio units. Each unit will be self-contained with full kitchens, washrooms, living and sleeping areas. All have private open space in the form of terrace or balcony, and the units are located on all four floors.

Approximately 2625m² of the building area will be allocated to the commercial uses which are located on the first and second floors. The first floor cafe opens up to a very large terrace on the south end of the building which is accessible from the street. Another large terrace is located on the east end of the building and is accessible from the entrance atrium. All parking is located in an underground parkade accessed from the rear lane.

The building has been designed to sustain the residential character of the surrounding area. Exterior materials include Hardy siding, brick veneer, sidewall shingles, and stucco. An extensive landscaping plan shows 27 trees planted around the site perimeter, 15 species of shrubs, as well as flowers, grasses, decorative paving, shade structures, benches, movable seating, and way-finding signage.

3.3 Site Context

The subject site is located on the east side of Pandosy Street between Glenwood Avenue and Royal Avenue. The site is located within the Central City sector and is within the Comprehensive and Character Development Permit Areas.

The site is located across the street (to the northeast) from the Kelowna General Hospital.

Specifically, adjacent land uses are as follows:

| Orientation | Zoning Land Use | | | |
|-------------|--------------------------------|---------------------------------------|--|--|
| | | MRL - Multiple Unit Residential (Low | | |
| North | RU6 - Two Dwelling Housing | Density) | | |
| | | S2RES - Single / Two Unit Residential | | |
| East | RU6 - Two Dwelling Housing | S2RES - Single / Two Unit Residential | | |
| Cauth | RU6 - Two Dwelling Housing | HLTH - Health District | | |
| South | HD1 - Kelowna General Hospital | EDINST - Education / Institutional | | |
| | RU1 Large Let Housing | HLTH - Health District | | |
| West | RU1 - Large Lot Housing | S2RES - Single / Two Unit Residential | | |

Subject Property Map:



3.4 Zoning Analysis Table

| Zoning Analysis Table | | | | | | |
|--|---|---------------------------|--|--|--|--|
| CRITERIA | HD2 ZONE REQUIREMENTS PROPOSAL | | | | | |
| Ex | Existing Lot/Subdivision Regulations | | | | | |
| Lot Area | 900m ² 5051m ² | | | | | |
| Lot Width | 30m | 95.26m | | | | |
| Lot Depth | 30m | 62.09m | | | | |
| Development Regulations | | | | | | |
| Floor Area Ratio | 1.4 | 1.31 | | | | |
| Height | 16.5m | 16.34m | | | | |
| Front Yard | 4.5m | 4.57m | | | | |
| Side Yard (south) 4.5m (up to 12m), 6.0m (abo | | 4.78m (<6.00m) | | | | |
| Side Yard (north) 4.5m (up to 12m), 6.0m (above 12m) 4 | | 4.59m (<6.00m) | | | | |
| Rear Yard | 6.0m (3.0m adjacent to lane) | 6.12m (3.03m) | | | | |
| Other Regulations | | | | | | |
| Minimum Parking Requirements | 93 stalls | 93 stalls | | | | |
| Bicycle Parking | Class 1 - 23 stalls | Class 1 - 28 stalls | | | | |
| Class 2 - 5 stalls Class | | Class 2 - 16 stalls | | | | |
| Private Open Space | 7.5m ² - 25m ² per unit | 25m ² per unit | | | | |
| Loading Spaces | 0 | 2 | | | | |

4.0 Current Development Policies

4.1 Kelowna Official Community Plan (OCP)

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

Healthy Communities.² 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.

Embracing Diversity.³ Increase understanding of various forms of housing needs and styles toward increasing acceptance of housing meeting the needs of diverse populations by encouraging applicants to undertake early and on-going consultation relating to their project, including provision of support material where appropriate.

Housing Mix.⁴ Support a greater mix of housing unit size, form and tenure in new multi-unit residential and mixed use developments.

Health Care Facilities.⁵ Support the extension of services and appropriate building expansions of the Kelowna General Hospital and other health care facilities, as provided for on the Generalized Future Land Use Map 4.1. The form and character of future expansions should be compatible with the surrounding neighbourhood context.

5.0 Technical Comments

- 5.1 Building & Permitting Department
 - 1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s).
 - 2) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
 - 3) A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
 - 4) Geotechnical and Structural peer review(s) may be required prior to issuance of any Building permits. Requirements to be established at time of Building Permit application.
 - 5) HPO (Home Protection Office) approval or release is required at time of Building Permit application.
 - 6) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):

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

² City of Kelowna Official Community Plan, Policy 5.22.7 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Policy 5.22.8 (Development Process Chapter).

⁴ City of Kelowna Official Community Plan, Policy 5.22.11 (Development Process Chapter).

⁵ City of Kelowna Official Community Plan, Policy 5.32.10 (Development Process Chapter).

a. Any alternative solution must be accepted by the Chief Building Inspector prior to the release of the Building Permit.

b. The firewall appears not to be continuous to the parking slab and should be addressed as part of the code analysis

c. The interior exit stairwell (grid C4) does not appear to meet minimum Building Code and this may require a redesign.

d. Location, Heights, Colours of mechanical systems and the required screening are to be determined at time of DP

e. Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.

f. Handicap Accessibility to the main floor levels to be provided, ramps may be required. The access ramps appear to be to long for the percentage of grade shown

g. Hard surfaced paths leading from the egress stairwells to a safe area are to be clearly defined as part of the DP

5.2 Development Engineering Department

See attached Memorandum dated August 10, 2017.

- 5.3 Fire Department
 - a. Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template at Kelowna.ca.
 - b. A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD as well as a fire preplan as per bylaw 10760.
 - c. Approved Fire Department steel lock box acceptable to the fire dept. is required by the fire dept. entrance and shall be flush mounted.
 - d. All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met for communications.
 - e. The fire alarm system is to be monitored by an agency meeting the CAN/ULC S₅61 Standard if the building has sprinklers.
 - f. Sprinkler zone valves shall be accessible as per fire prevention bylaw (10760) less than 7 feet in height.
 - g. Standpipe connections to be on intermediate landings in stairwell. Where a standpipe system is to be installed in a building under construction, the system shall be installed progressively and shall not be more than one floor below the highest forms, staging, and similar combustible elements at all times.
 - h. Contact Fire Prevention Branch for fire extinguisher requirements and placement.
 - i. Fire department connection is to be within 45M of a fire hydrant unobstructed.
 - j. Ensure FD connection is clearly marked and visible from the street.
 - k. Upon completion an owners certificate and copy of NFPA 25 shall be provided for the sprinkler system.

- I. Upon completion, a certificate is required to verify CANULC 561 Compliance.
- m. Dumpster/refuse container must be 3 meters from structures or overhangs or in a rated room in a parkade.
- n. The building shall be addressed off of the road it is accessed from the main entrance with assigned unit numbers.
- 5.4 Fortis (Electric)

There are FortisBC Inc (Electric) ("FBC(E)") primary distribution facilities along Pandosy Street and Royal Avenue. Based on the plans submitted, it is unclear whether adequate space has been provided to accommodate the transformation required to service the proposed development. It is recommended that FBC(E) be contacted as soon as possible to determine servicing and land rights requirements for the proposed design. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

5.5 Fortis (Gas)

No concerns.

5.6 Infrastructure Planning

No comments.

5.7 Shaw

The developer is required to install 1x3' (75mm) DB2 (white) duct to nearest point of connection.

5.8 Telus

No concerns.

6.o Application Chronology

| Date of 1 st Development Permit Application Received: | June 13, 2012 |
|--|--------------------|
| Date 1 st Development Permit Approved: | June 29, 2015 |
| Date 1 st Development Permit Expired: | June 29, 2017 |
| Date Current Application Received: | June 28, 2017 |
| Date Current Application Deemed Complete: | July 18, 2017 |
| Date of Council Consideration: | September 18, 2017 |

| Report prepared by: | Lindsey Ganczar, Community Planning Supervisor |
|---|---|
| Reviewed and Approved for Inclusion by: | Ryan Smith, Community Planning Department Manager |

Attachments:

Schedule A – Development Engineering Memo Proposed Site Plan Proposed Building Plans Proposed Landscape Plans

CITY OF KELOWNA

MEMORANDUM

Date: August 10, 2017

File No.: DP17-0166

To: Urban Planning Management (LG)

From: Development Engineering Manager (JK)

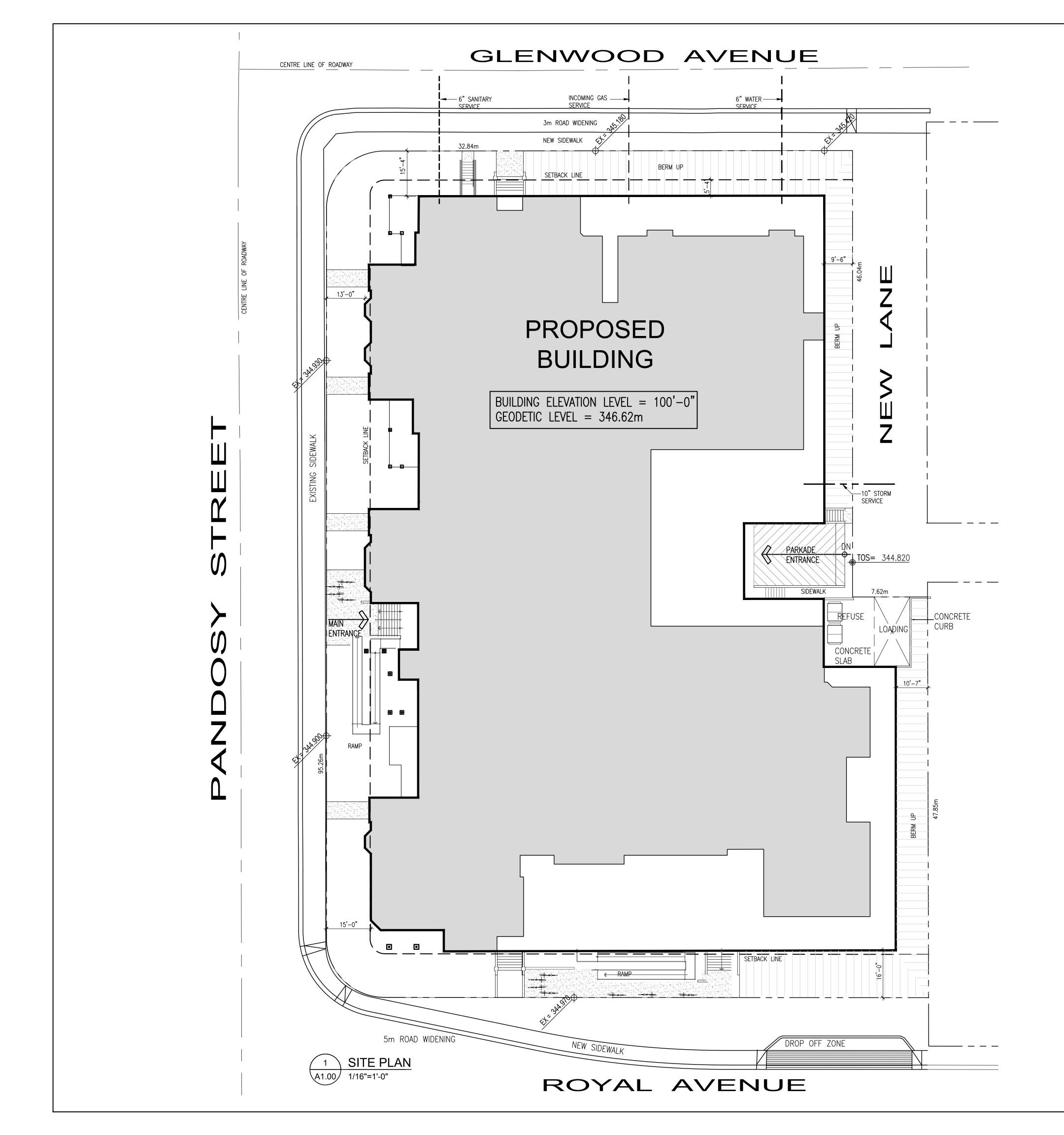
Subject: 2149-2189 Pandosy St.

The Development Engineering comments and requirements regarding this Development Permit application for an extended medical treatment facility with commercial, retail, and residential space on the subject properties are as follows:

1. <u>General.</u>

- a. All the offsite infrastructure and services upgrades are addressed in the Rezoning Engineering Report under file Z10-0040 & Z12-0054 & DP12-0123.
- b. The owner should engage a consulting civil engineer to provide detailed designs and obtain actual tender construction cost so that a more up to date cost can be used for bonding purposes. Bonding for required off-site construction must be provided and may be in the form of cash or an irrevocable letter of credit. The owner must also enter into a servicing agreement in a form provided by the City.

James Kay, P. Eng. Development Engineering Manager JA



UNIT COUNT

| UNITS : | 1 BEDROOM | 2 BEDROOM | 3 BEDROOM | 1BR + | STUDIO | |
|-------------------|--|-----------|------------|----------------|--------|----|
| | | | | LOCKOFF | | |
| MAIN FLOOR | - | - | - | - | - | |
| FIRST FLOOR | 2 | 5 | - | - | 3 | |
| SECOND FLOOR | 2 | 11 | 1 | 1 | 1 | |
| THIRD FLOOR | 2 | 7 | 1 | - | - | |
| TOTALS | 6 | 23 | 2 | 1 | 4 | 36 |
| REQUIRED PARKING: | | | | | | |
| | PACE PER SUITE 75m2 GLA/100 m2 x 1. | .75 = | | PACES PACES | | |
| | | T | OTAL: 95 S | PACES | | |
| | | | | | | |

AREAS

SITE AREA: 0.5067 ha; 1.25 acres; 54,540 sqft. 0.5538± ha RPIOR TO ROAD WIDENING OF GLENWOOD & ROSE

BUILDING FOOTPRINT- BCBC 3.2: 2807 m2 (30,214 sqft.)

LANDSCAPED SITE AREA: 1319 m2 (14,196 sqft.)

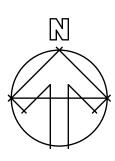
NOTE: SEE SHT. A0.10 & ATTACHMENT TO APPLICATION FOR ZONING BYLAW 8000 REVIEW

LOT A; PLAN EPP27000 2149, -59, -69, -79, -2189 PANDOSY STREET

NOTE: THIS SITE PLAN PREPARED FROM DWG. 11309 PREPARED BY RUNNALS DENBY LAND SURVEYORS APRIL 5, 2004

| THIS DRAWING MUST NOT BE SCALED. VERIFY ALL DIMENSIONS AND DATUMS PRIOR TO COMMENCEMENT OF WORK. REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT. VARIATIONS AND MODIFICATIONS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY REPRODUCTION MUST BEAR THEIR NAME AS ARCHITECT. | |
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| gta ARCHITECTURE LTD. | |
| 243-1889 Springfield Road | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 | |
| 243-1889 Springfield Road Kelowna, British Columbia | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 PROJECT | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 PROJECT | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 PROJECT COLLETT MANOR 2169 PANDOSY ST. | |
| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 PROJECT PROJECT COLLETT MANOR 2169 PANDOSY ST. KELOWNA, BC | |
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| 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 PROJECT COLLETT MANOR 2169 PANDOSY ST. KELOWNA, BC FOR PANDOSY STREET DEVELOPMENTS SHEET TITLE SHEET TITLE DRAWN BB | |
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PROVIDED : <u>95 SPACES</u>





CONSULTANTS:

ARCHITECTURAL:

GTA ARCHITECT LTD. #243 - 1889 SPRINGFIELD ROAD KELOWNA, BC, V1V 5V5 PHONE: (250) 979-1668 CONTACT: RICHARD BUGERA

STRUCTURAL:

R & A ENGINEERING (1997) LTD. #202 - 3401 33RD STREET VERNON, BC V1T 7X7 PHONE: 250-542-1357 EMAIL: greg@raengineering.ca CONTACT: GREG WYLIE, P.ENG. D.S.E.

MECHANICAL:

DELTA-T CONSULTANTS LTD. 1742 SPRINGFIELD ROAD KELOWNA, BC V1Y 5V6 PHONE: 250-860-5550 EMAIL: eric@delta-t.ca CONTACT: ERIC SCHREDL

ELECTRICAL:

JARVIS ENGINEERING CONSULTANTS LTD. #202 - 3001 TUTT STREET KELOWNA, BC V1Y 2H4 250-764-6090 EMAIL: roger@jarviseng.com CONTACT: ROGER HEBERT, AScT

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CIVIL:

D.E. PILLING & ASSOCIATES #200 - 540 GROVES AVENUE KELOWNA, BC V1Y 4Y7 PHONE: 250-763-2315 EMAIL: dalep@pilling.ca CONTACT: DALE PILLING, P.ENG.

LANDSCAPING:

BENCH SITE DESIGN

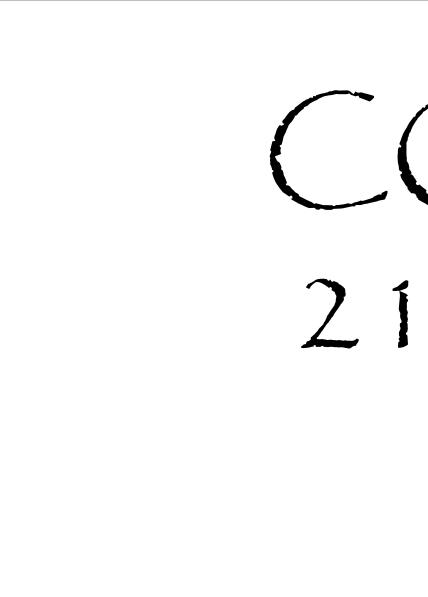
#203 - 1353 ELLIS STREET KELOWNA, BC V1Y 1Z9 PHONE: 250-808-5118 E-MAIL: xenia@benchsitedesign.com CONTACT: XENIA SEMENIUK

SURVEYOR:

RUNNALLS DENBY - BC LAND SURVEYORS 259A LAWRENCE AVENUE KELOWNA, BC V1Y 6L2 PHONE: 250-763-7322 EMAIL: neil@runnallsdenby.com CONTACT: NEIL DENBY

ARCHITECTURAL:

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| A0.00 | COVER SHEET AND LIST OF DRAWINGS |
| A0.10 | PROJECT DETAILS |
| A0.20 | CONTEXT PHOTOS |
| A1.00 | SITE PLAN |
| A2.01 | PARKADE FLOOR PLAN - OVERALL |
| A2.10 | MAIN FLOOR PLAN - OVERALL |
| A2.20 | FIRST FLOOR PLAN - OVERALL |
| A2.30 | SECOND FLOOR PLAN - OVERALL |
| A2.40 | THIRD FLOOR PLAN - OVERALL |
| A2.50 | ROOF PLAN - OVERALL |
| A3.01 | WEST ELEVATIONS - 1 |
| A3.02 | NORTH & SOUTH ELEVATIONS - 2 |
| A3.03 | EAST ELEVATIONS - 3 |
| A3.04 | ELEVATIONS - 4 |
| A3.10 | COLORED ELEVATIONS - EAST, WEST |
| A3.11 | COLORED ELEVATIONS - NORTH,SOUTH |
| A3.12 | MISCELLANEOUS RENDERINGS |
| A4.01 | BUILDING SECTIONS - AA, BB |
| A4.02 | BUILDING SECTIONS - CC, DD |
| A4.03 | BUILDING SECTION PARTIAL -E, F & GG |

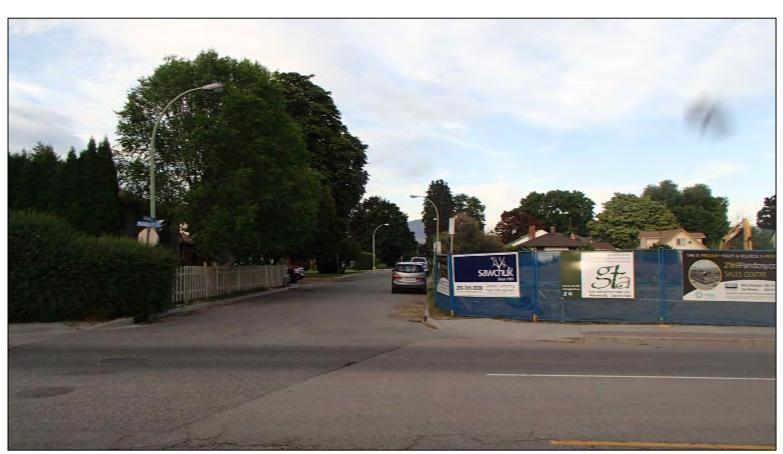




COLLETT MANOR 2169 PANDOSYST. KELOWNA, B.C.



| THIS DRAWING MUST NOT BE SCALED. VERIFY ALL DIMENSIONS AND DATUMS PRIOR TO COMMENCEMENT OF WORK. REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT. VARIATIONS AND MODIFICATIONS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY REPRODUCTION MUST BEAR THEIR | |
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| GTA ARCHITECTURE LTD. | |
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| V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 | |
| PROJECT | |
| COLLETT MANOR | |
| 2169 PANDOSY ST. | |
| KELOWNA, BC | |
| FOR PANDOSY STREET DEVELOPMENTS | |
| SHEET TITLE | |
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| DRAWN BB | |
| DRAWN BB SHEET NO. | |



GLENWOOD LOOKING EAST



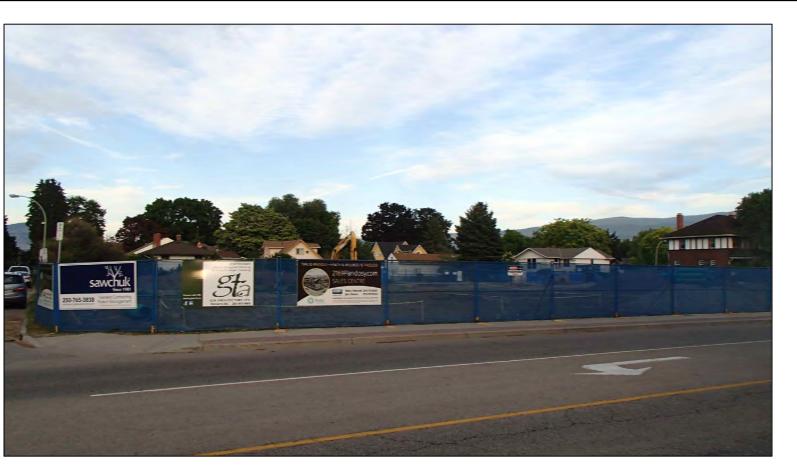
GLENWOOD LOOKING SOUTH



ROYAL LOOKING EAST



ROYAL LOOKING NORTH



GLENWOOD LOOKING EAST



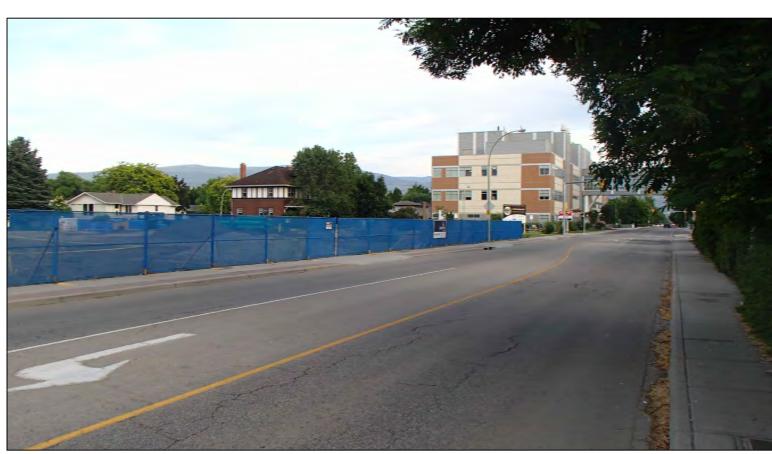
GLENWOOD LOOKING WEST



ROYAL LOOKING EAST



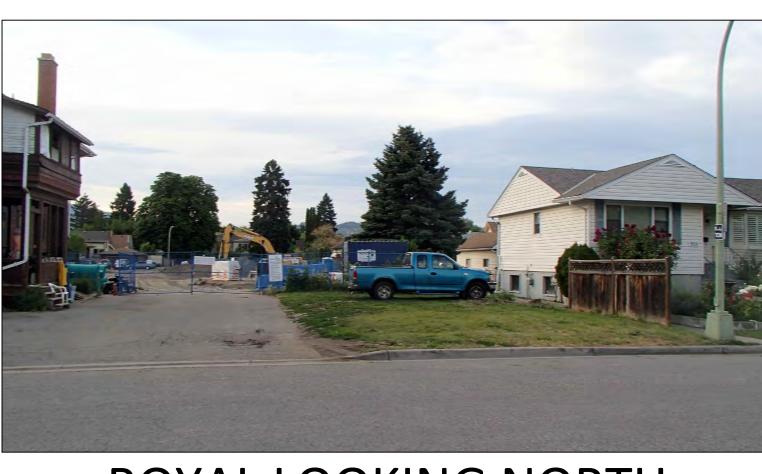
ROYAL LOOKING NORTH



PANDOSY LOOKING SOUTH







GLENWOOD LOOKING WEST

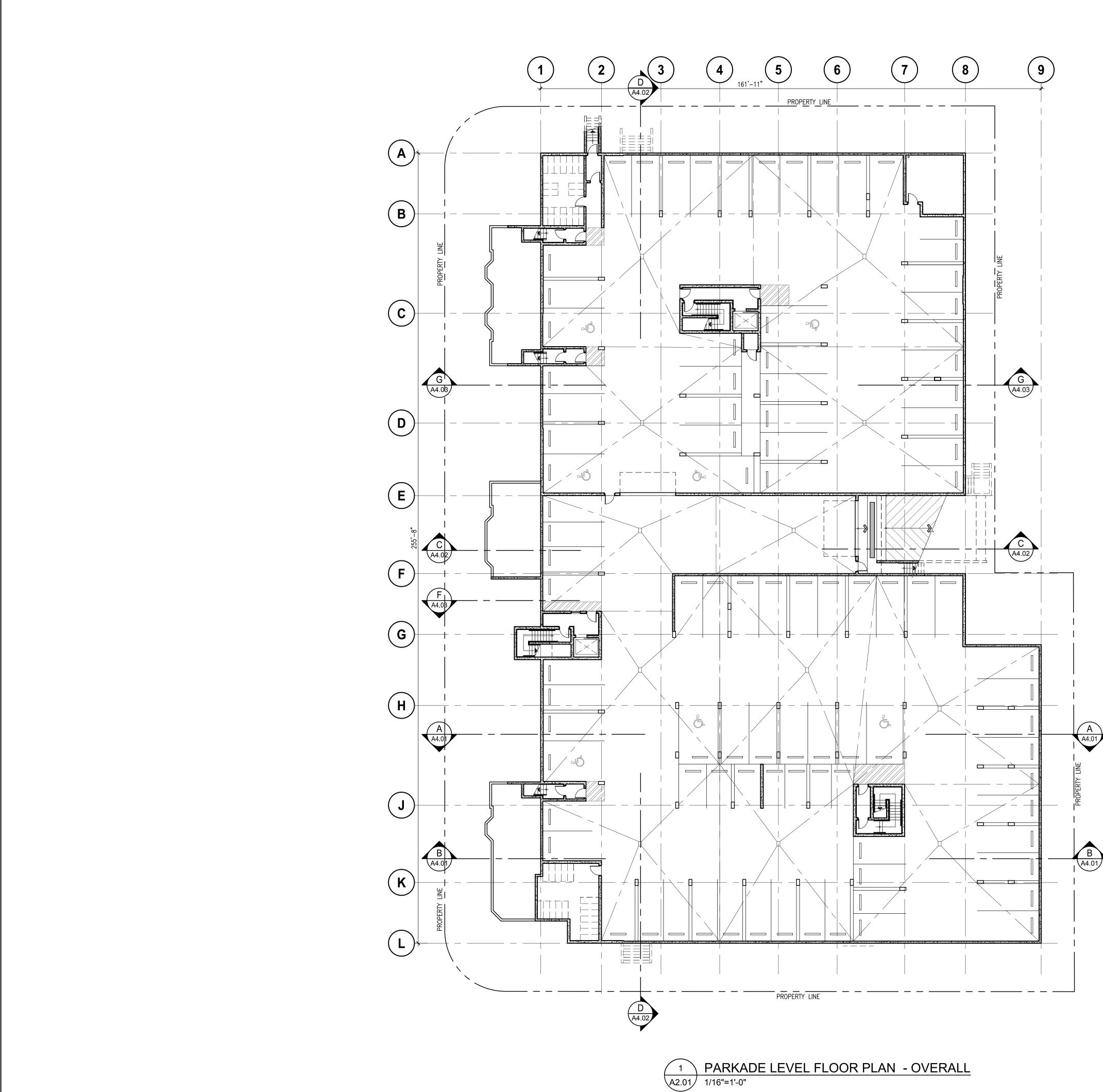
PANDOSY LOOKING NORTH

ROYAL LOOKING NORTH

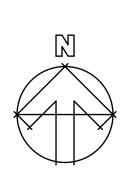
| HD-2 - HEALTH DISTRICT 1.1 PURPOSE: THE PURPOSE IS TO PROVIDE A ZONE FOR THE DEVELOPMENT OF BUILDINGS THAT PROVIDE SERVICES TO THE VEDICAL COMMUNITY ASSOCIATED WITH THE KELOWINA GENERAL HOSPITAL INTERIOR HEALTH AUTHORN'N, BECK DEDICAL PROGRAMS INCLUDING STREET, CLENTS, PATHERITS AND THERE FAMILIES. TH ZONE MULL PROVIDE A RANGE OF INSTITUTIONAL, COMMERCIAL AND RESIDENTIAL USES. 12 PRINCIPAL USES (a) MALITIEE (b) TO CONSERVICE ESTABLISHMENTS (b) FERSONAL SERVICE ESTABLISHMENTS (c) FORCORD ROW HOUSING (c) CORNEROR ROW HOUSING (c) COMMUNITY RECREATION SERVICES (c) RECREATE HOUSING (c) MONIMENT SERVICES (c) RECREATE HOUSING (c) MONIMENT SERVICES (c) RECREATE HOUSING (c) MINIMUM LOT MEET HOUSING (c) MINIMUM LOT MEET HOUSING (c) MINIMUM LOT MEET SIZE (c) MARKING REGULATIONS (c) MINIMUM LOT MEET SIZE (c) MARKING REGULATIONS (c) MINIMUM LOT AREA IS 440 m2. DESIGNED: 24359075 + 127 (c) MAXIMUM STE FORCH ATONS (c) MINIMUM LOT AREA IS 440 m2. DESIGNED: 24359075 + 55 % (c) MAXIMUM HEIGHT IS 15.0 | LOT A , PLAN EFF 2700 CURRENT ZONE: RU6 PROPOSED ZONE: HD- CONSOLIDATED SITE A BUILDING AREA: 2600 r PARKING AREA: 3637.4 | 2 AREA: 0.5051 ha. 1. n2 (27996 sf.) | | qft. | | |
|--|---|---|--|--|--|---------------------------|
| (a) MULTIPLE DWELLING HOUSING (b) OFFICES (c) PERSONAL SERVICE ESTABLISHMENTS (c) CARE CENTRE (c) CARE CENTRE (c) CONGREGATE HOUSING (c) CONTRUENT SERVICES (c) GOVERNMENT SERVICES (c) GOVERNMENT SERVICES (c) GOVERNMENT SERVICES (c) APARTMENT HOTEL (d) HOTEL (d) HOTEL (e) MINIMUM LOT DEPTH 30 0 | 1.1 PURPOSE: THE PUP SERVICES TO THE MEI HEALTH AUTHORITY, L | RPOSE IS TO PROV DICAL COMMUNITY IBC MEDICAL PRO | Y ASSOCIATED WI GRAMS INCLUDIN | TH THE KELOW G STAFF, CLIEN | NA GENERAL HOSP ITS, PATIENTS AND | ITAL, INTERIOR |
| SECONDARY USES: (a) RETAIL STORES, HEALTH PRODUCTS (b) FOOD PRIMARY (c) APARTMENT HOTEL (d) HOTEL 14 SUBDIVISION REGULATIONS (a) MINIMUM LOT WIDTH IS 13 0 m. DESIGNED PANDOSY FRONTAGE: 95.26 m ROYAL FRONTAGE: 95.26 m ROYAL FRONTAGE: 95.26 m ROYAL FRONTAGE: 95.26 m (c) MINIMUM LOT OPTH, 30.0 m. DESIGNED PANDOSY FRONTAGE: 95.26 m ROYAL FRONTAGE: 95.26 m (c) MINIMUM LOT AREA RATIO IS 1.4 DESIGNED: 0.452 ha 15. DEVELOPMENT REGULATIONS (a) MAXIMUM FLOT AREA RATIO IS 1.4 DESIGNED: 6433/5067= 1.27 (b) MAXIMUM FLOT AREA RATIO IS 1.4 DESIGNED: 45.375067= 55 % (c) MAXIMUM FLOT CAREAR RATIO IS 1.4 DESIGNED: 45.3767 r (c) MAXIMUM HEIGH TIS 6.5 m. DESIGNED: 4.5 m TO ONE STOREY ELEVATION, 9.8 m TO FOUR STOREY ELEVATION. (e) MINIMUM SITE FRONT YARD IS 4.5 m TO BUILDING HEIGHT LESS THAN12m, 6 m FOR PORTIONS GREATER THAN 12m IN HEIGHT. DESIGNED: 4.5 m TO TWO STOREY ELEVATION, 8.4 m TO 3 & 4 STOREY ELEVATION. (f) MINIMUM SITE FRAR YARD IS 6.0 m, EXCEPT 11 IS 3.0 m IF THERE IS A REAR LANE. DESIGNED: 3.3 m TO FACE OF PARKING STRUCTURE: 8.22m FROM THE NORTH PORTION OF THE LANE. 10 OTHER REGULATIONS (g) IN ADDITION TO THE REGULATION LISTED IN THIS SECTION. OTHER REGULATIONS OF SECTION 7. THE PARKING AND FACE OF PARKING STRUCTURE: 8.22m FROM THE NORTH PORTION OF THE LANE. 10 OTHER REGULATIONS (g) IN ADDITION TO THE REGULATION LISTED IN THIS SECTION. OTHER REGULATIONS OF SECTION 7. THE PARKING AND (h) INNUMUM SITE REAR YARD IS 6.0 m, EXCEPT 11 IS 3.0 m IF THERE IS A REAR LANE. DESIGNED: 3.3 m TO FACE OF PARKING STRUCTURE: 8.22M FROM THE NORTH PORTION OF THE LANE. 10 OTHER REGULATIONS (g) IN ADDITION TO THE REGULATION IS A PUT THE SUBMED AND IN (h) INTONION OF SECTION 6. AND THE SECIENCI AND FENCING REGULATIONS OF SECTION 7. THE PARKING AND (g) REGULATIONS OF SECTION 6. AND THE SECIENCI AND AND FENCING REGULATIONS OF SECTION 7. THE PARKING AND AND AND THE SECIENCI TO THE SECIENCIAL HONES (h) LEASARE LINTED TO THOSE RELATED TO THE MELICIVAL OR SECIENDA 7. THE PARKING AND LONDORS (c) FREGURER LINTED TO | (a) MULTIPLE DW (b) OFFICES (c) PERSONAL SE (d) STACKED ROV (e) CARE CENTRI (f) CONGREGATE (g) COMMUNITY F (h) EXTENDED M (i) HEALTH SERV | ERVICE ESTABLISH W HOUSING E HOUSING RECREATION SER' EDICAL TREATMEN | VICES | | | |
| (a) MINIMUM LOT WIDTH IS 13.0 m. DESIGNED PANDOSY FRONTAGE: 95.26 m ROYAL, FRONTAGE: 62.09 m (b) MINIMUM LOT DEPTH. 30.0 m. DESIGNED: 32.84 m (c) MINIMUM LOT AREA IS 460 m2. DESIGNED: 32.84 m (c) MINIMUM LOT AREA IS 460 m2. DESIGNED: 0.452 ha 1.5 DEVELOPMENT REGULATIONS (a) MAXIMUM FLOOR AREA RATIO IS 1.4. DESIGNED: 2807/5067 = 65 % (c) MAXIMUM HEIGT IS16.5m. DESIGNED: 4533/5067 = 1.27 (c) MAXIMUM HEIGT IS16.5m. DESIGNED: 4 507/5067 = 65 % (c) MAXIMUM HEIGT IS16.5m. DESIGNED: 4 507/5067 = 65 % (c) MAXIMUM HEIGT IS16.5m. DESIGNED: 4 507/5067 = 65 % (c) MAXIMUM HEIGT IS15.5m. DESIGNED: 4 5.7m TO ONE STOREY ELEVATION, 9.8m TO FOUR STOREY ELEVATION. (e) MINIMUM SITE SIDE YARD IS 4.5m TO BUILDING HEIGHT LESS THAN12m, 6.0m FOR PORTIONS GREATER THAN 12m IN HEIGHT. DESIGNED: 4.5m TO TWO STOREY ELEVATION, 8.4m TO 3 & 4 STOREY ELEVATION. (f) MINIMUM SITE REAR YARD IS 6.0m, EXCEPT IT IS 3.0m IF THERE IS A REAR LANE. DESIGNED: 3.3m TO FACE OF PARKING STRUCTURE; 8.22m FROM THE NORTH PORTION OF THE LANE. (f) BINIMUM STE CONSISTENT WITH THIS WITH THE PROVISIONS OF THIS SECTION, 7. THE PARKING ANI LOADING OF SECTION 5. THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 6. THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8. AND THE SPECIFIC USE REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8. THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8. THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8. THE SPECIFIC USE REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8. THE SPECIFIC TO THIS SECTION 15 OF SECTION 7. THE PARKING ANI LOADING OR CONORGEGATE HOUSING. | SECONDARY USI (a) RETAIL STOR (b) FOOD PRIMAR (c) APARTMENT H | ES, HEALTH PROD RY | UCTS | | | |
| (b) MINIMUM LOT DEPTH. 30.0 m. DESIGNED: 32.84 m (c) MINIMUM LOT AREA IS 460 m2. DESIGNED: 0.452 ha 1.5 DEVELOPMENT REGULATIONS (a) MAXIMUM FLOOR AREA RATIO IS 1.4. DESIGNED: 8433/5067= 1.27 (b) MAXIMUM HEIGHT IS16.5m. DESIGNED: 10.7082 m (c) MAXIMUM HEIGHT IS16.5m. DESIGNED: 10.7082 m (c) MAXIMUM HEIGHT IS16.5m. DESIGNED: 4.5m TO ONE STOREY ELEVATION. 9.8m TO FOUR STOREY ELEVATION. (e) MINIMUM SITE SIDE YARD IS 4.5m. DESIGNED: 4.5m TO ONE STOREY ELEVATION. 9.8m TO FOUR STOREY ELEVATION. (e) MINIMUM SITE SIDE YARD IS 4.5m. DESIGNED: 4.5m TO ONE STOREY ELEVATION. 9.8m TO FOUR STOREY ELEVATION. (f) MINIMUM SITE REAR YARD IS 6.0m, EXCEPT IT IS 3.0m IF THERE IS A REAR LANE. DESIGNED: 3.3m TO FACE OF PARKING STRUCTURE: 8.22m FROM THE NORTH PORTION OF THE LANE. 16 OTHER REGULATIONS GTRUCTURE: 3.22m FROM THE NORTH PORTION OF THE LANE. 16 OTHER REGULATIONS OF SECTION 8 AND THE SPECIFIC USE REGULATIONS OF SECTION 7. THE PARKING ANI LOADING REGULATIONS OF SECTION 8 AND THE SPECIFIC USE REGULATIONS OF SECTION 9 OF ZONING BYLAW 8000. (b) SECONDARY USES CAN ONLY BE PRESENT WHERE A PRINCIPLE USE IS ESTABLISHED AND IN CONTINUOUS USE. (c) OFFICES ARE LIMITED TO THOSE RELATED TO THE MEDICAL AND HEALTH PROFESSIONS OR THOSE THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 | | | | | | |
| A DEVELOPMENT REGULATIONS (a) MAXIMUM FLOOR AREA RATIO IS 1.4. DESIGNED: 6433/5067 = 1.27 (b) MAXIMUM STE COVERAGE IS 55%. DESIGNED: 2807/5067 = 55% (c) MAXIMUM HEIGHT IS16.5m. DESIGNED: 4 STOREY and 16.34m. (d) MINIMUM SITE FRONT YARD IS 4.5m. DESIGNED: 4.5m TO ONE STOREY ELEVATION, 9.8m TO FOUR STOREY ELEVATION. (e) MINIMUM SITE SIDE YARD IS 4.5m. TO BUILDING HEIGHT LESS THAN12m, 6.0m FOR PORTIONS GREATER THAN 12m IN HEIGHT. DESIGNED: 4.5m TO WO STOREY ELEVATION, 8.4m TO 3 & 4 STOREY ELEVATION. (f) MINIMUM SITE REAR YARD IS 6.0m, EXCEPT IT IS 3.0m IF THERE IS A REAR LANE. DESIGNED: 3.3m TO FACE OF PARKING STRUCTURE; 8.22m FROM THE NORTH PORTION OF THE LANE. (f) OTHER REAR YARD IS 6.0m, EXCEPT IT IS 3.0m IF THERE IS A REAR LANE. DESIGNED: 3.3m TO FACE OF PARKING STRUCTURE; 8.22m FROM THE NORTH PORTION OF THE LANE. (f) OTHER REGULATION LISTED IN THIS SECTION, OTHER REGULATIONS APPLY. THESE INCLUDE, WHERE NOT CONSISTENT WITH THIS WITH THE PROVISIONS OF THIS SECTION. THE DEVELOPMENT REGULATIONS OF SECTION 6. THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 9 OF ZONING BYLAW 8000. (f) SECONDARY USES CAN ONLY BE PRESENT WHERE A PRINCIPLE USE IS ESTABLISHED AND IN CONTINUOUS USE. (c) OFFICES ARE LIMITED TO THOSE RELATED TO THE MEDICAL AND HEALTH PROFESSIONS OR THOSE THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A LOOR SPACE NOT GREATER THAN 500m2 (e) APARIMENT HOTEL AND HOTEL USE SHALL BE LONLY OR SPACE NOT GREATER THAN 500m2 (e) APARIMENT HOTEL AND HOTEL USE SHALL BE LONLY DE PERMITTED WHEN SECONDARY TO MULTIPLE UNTRESIDENTIAL ACCOMMODATION THAT ARE SPECIFIC TO THE MEDICAL AND HEALTH P | | | DESIGNED: 32.84 | 1 m | 62.09 m | |
| FACE OF PARKING STRUCTURE; 8.22m FROM THE NORTH PORTION OF THE LANE. 1.6 OTHER REGULATIONS (a) IN ADDITION TO THE REGULATION LISTED IN THIS SECTION, OTHER REGULATIONS APPLY. THESE INCLUDE, WHERE NOT CONSISTENT WITH THIS WITH THE PROVISIONS OF THIS SECTION 7, THE DEVELOPMENT REGULATIONS OF SECTION 6, THE LANDSCAPING AND FENCING REGULATIONS OF SECTION 7, OF 20NING BYLAW 8000. (b) SECONDARY USES CAN ONLY BE PRESENT WHERE A PRINCIPLE USE IS ESTABLISHED AND IN CONTINUOUS USE. (c) OFFICES ARE LIMITED TO THOSE RELATED TO THE MEDICAL AND HEALTH PROFESSIONS OR THOSE THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 (e) APARTMENT HOTEL AND HOTEL USE SHALL BOLY BE PERMITTED WHEN SECONDARY TO MULTIPLE UNIT RESIDENTIAL HOUSING OR CONGREGATE HOUSING. 1.7 PARKING REGULATIONS SPECIFIC TO THE HD-2 ZONE. THE PARKING REGULATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION AND RESIDENTIAL USES SHALL BE CALCULATED AS 1 STALL BE UNIT. FOR CLARITY, A UNIT IS IS CONSIDERED ANY ARRANGEMENT OF ROOMS TYPICALLY USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100002 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL BE UNIT. FOR CLARITY, A UNIT IS AND THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO AC DERIDOR THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMOD ATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OFF-STREET PARKING AND LOADING REQUIRED: RESIDENTIAL LEASING | (a) MAXIMUM FLC (b) MAXIMUM SIT (c) MAXIMUM HEI (d) MINIMUM SITE STOREY ELEV (e) MINIMUM SITE THAN 12m IN I ELEVATION. | DOR AREA RATIO I E COVERAGE IS 55 GHT IS16.5m. DES FRONT YARD IS 4 (ATION. SIDE YARD IS 4.5 HEIGHT. DESIGNE | 5%. DESIGNED : 2 SIGNED: 4 STORE 4.5m. DESIGNED : 5m TO BUILDING H 5D: 4.5m TO TWO S | 807/5067 = 55 % Y and 16.34m. 4.5m TO ONE S ⁻ EIGHT LESS TH STOREY ELEVAT | TOREY ELEVATION, AN12m, 6.0m FOR P TION, 8.4m TO 3 & 4 | ORTIONS GREATER STOREY |
| LOADING REGULATIONS OF SECTION 8 AND THE SPECIFIC USE REGULATIONS OF SECTION 9 OF ZONING BYLAW 8000. (b) SECONDARY USES CAN ONLY BE PRESENT WHERE A PRINCIPLE USE IS ESTABLISHED AND IN CONTINUOUS USE. (c) OFFICES ARE LIMITED TO THOSE RELATED TO THE MEDICAL AND HEALTH PROFESSIONS OR THOSE THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 (e) APARTMENT HOTEL AND HOTEL USE SHALL ONLY BE PERMITTED WHEN SECONDARY TO MULTIPLE UNIT RESIDENTIAL HOUSING OR CONGREGATE HOUSING. 1.7 PARKING REGULATION SPECIFIC TO THE HD-2 ZONE. THE PARKING REGULATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION AND RESIDENTIAL USES SHALL BE CALCULATED AS 1 STALL BE UNIT. FOR CLARITY , A UNIT IS IS CONSIDERED ANY ARRANGEMENT OF ROOMS TYPICALLY USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NON-RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY 6 TOTAL 95 | FACE OF PAR 1.6 OTHER REGULATIC (a) IN ADDITION 1 | KING STRUCTURE NS O THE REGULATIO | ; 8.22m FROM TH | E NORTH PORT S SECTION, OTH | ION OF THE LANE. | APPLY. THESE |
| (b) SECONDARY USES CAN ONLY BE PRESENT WHERE A PRINCIPLE USE IS ESTABLISHED AND IN CONTINUOUS USE. (c) OFFICES ARE LIMITED TO THOSE RELATED TO THE MEDICAL AND HEALTH PROFESSIONS OR THOSE THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 (e) APARTMENT HOTEL AND HOTEL USE SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 (e) APARTMENT HOTEL AND HOTEL USE SHALL ONLY BE PERMITTED WHEN SECONDARY TO MULTIPLE UNIT RESIDENTIAL HOUSING OR CONGREGATE HOUSING. 1.7 PARKING REGULATIONS SPECIFIC TO THE HD-2 ZONE. THE PARKING REGULATION SPECIFIC TO THE HD-2 ZONE. (a) ALL ACCOMMODATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (b) ALL ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (c) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NON-RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NO | LOADING REGULATION | | | | | |
| THAT CAN DEMONSTRATE A DIRECT SUPPORT ROLE FOR THE KELOWNA GENERAL HOSPITAL, COTTONWOODS CARE FACILITY OR INTERIOR HEALTH AUTHORITY. (d) RETAIL STORES, HEALTH PRODUCTS SHALL BE LIMITED TO A FLOOR SPACE NOT GREATER THAN 500m2 (e) APARTMENT HOTEL AND HOTEL USE SHALL ONLY BE PERMITTED WHEN SECONDARY TO MULTIPLE UNIT RESIDENTIAL HOUSING OR CONGREGATE HOUSING. 1.7 PARKING REGULATIONS SPECIFIC TO THE HD-2 ZONE. THE PARKING REGULATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION AND RESIDENTIAL USES SHALL BE CALCULATED AS 1 STALL BE UNIT. FOR CLARITY , A UNIT IS IS CONSIDERED ANY ARRANGEMENT OF ROOMS TYPICALLY USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY <u>6</u> TOTAL <u>95</u> | (b) SECONDARY CONTINUOUS USE. | | | | | |
| (e) APARTMENT HOTEL AND HOTEL USE SHALL ONLY BE PERMITTED WHEN SECONDARY TO MULTIPLE UNIT RESIDENTIAL HOUSING OR CONGREGATE HOUSING. 1.7 PARKING REGULATIONS SPECIFIC TO THE HD-2 ZONE. THE PARKING REGULATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION AND RESIDENTIAL USES SHALL BE CALCULATED AS 1 STALL BE UNIT. FOR CLARITY , A UNIT IS IS CONSIDERED ANY ARRANGEMENT OF ROOMS TYPICALLY USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY <u>6</u> TOTAL <u>55</u> | THAT CAN DEMONSTR | ATE A DIRECT SUP | PPORT ROLE FOR | | | |
| THE PARKING REGULATION THAT ARE SPECIFIC TO THIS ZONE ARE AS FOLLOWS: (a) ALL ACCOMMODATION AND RESIDENTIAL USES SHALL BE CALCULATED AS 1 STALL BE UNIT. FOR CLARITY , A UNIT IS IS CONSIDERED ANY ARRANGEMENT OF ROOMS TYPICALLY USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION THAT SHARE A SINGLE ENTRY WAY DIRECTLY TO THE EXTERIOR OF A BUILDING, TO A COMMON CORRIDOR OR ENTRY FOYER. (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NON-RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY <u>6</u> TOTAL | (e) APARTMENT I | HOTEL AND HOTEL | USE SHALL ONL | | | |
| (b) LEASABLE AREAS THAT ARE NOT USED FOR RESIDENTIAL OR TRANSIENT ACCOMMODATION SHALL BE CALCULATED AT 1.75 STALLS PER 100m2 OF GROSS LEASABLE AREA. (c) FOOD PRIMARY USES SHALL BE CALCULATED AS REQUIRED 1 STALL PER 4 SEATING SPACES. (d) AMENITY SPACES THAT IS ANCILLARY TO PRINCPLE USE SPACE SHALL NOT REQUIRE OFF-STREET PARKING. SECTION 8 PARKING AND LOADING REQUIRED: RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NON-RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY 6 TOTAL 6 | THE PARKING RE (a) ALL ACCOMM CLARITY , A UNIT IS IS TRANSIENT ACCOMMC | EGULATION THAT A ODATION AND RES CONSIDERED ANY ODATION THAT SHA | ARE SPECIFIC TO SIDENTIAL USES S ARRANGEMENT ARE A SINGLE EN | SHALL BE CALC | JLATED AS 1 STALL ICALLY USED FOR I | RESIDENTIAL OR |
| REQUIRED: RESIDENTIAL/ACCOMODATION 36@ 1.0 36 NON-RESIDENTIAL LEASING 3028 m2 GFA/100 m2 x1.75 53 FOOD PRIMARY <u>6</u> TOTAL <u>53</u> | (b) LEASABLE AR CALCULATED AT 1.75 S (c) FOOD PRIMAR (d) AMENITY SPA | EAS THAT ARE NO STALLS PER 100m2 RY USES SHALL BE | OT USED FOR RES 2 OF GROSS LEAS 5 CALCULATED AS | ABLE AREA. S REQUIRED 1 S | TALL PER 4 SEATIN | G SPACES. |
| | | RESIDENTIAL/AC | L LEASING | • | | |
| PROVIDED: 95 | TOTAL PROVIDED: | FOOD PRIMARY | | | 95 95 | |

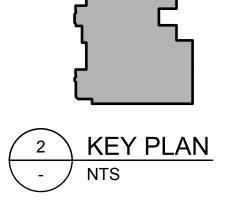
| | | 3.3. SAFETY WITHIN FL |
|---|--|---|
| | A1 A2 A3 A4 B1 B2 B3 C D E F1 F2 F3 | 3.3.1.1 A SUITE SHALL E |
| GOVERNING CODE PART: | PART 3 PART 9 | 1HR F.R.R. |
| GRADE ELEVATION: | (SEE CIVIL) | 3.3.1.3 EACH SUITE IN A |
| BUILDING HEIGHT: | 4 STOREYS | DOORWAY INTO A PUB |
| CONSTRUCTION: | COMBUSTIBLE AND NON-COMBUSTIBLE | 3.3.1.5.B ALL AREAS CO |
| BUILDING AREA: | 1396m2C, 3351m2 F3 | 3.3.1.11 EXIT DOORS FI |
| SPRINKLERS: | NONE PARTIAL NFPA 13 NFPA 13R NFPA 13D | 3.3.1.21.2) JANITOR RO |
| FACING NO. OF STREETS: | 1 2 3 | 3.3.4. RESIDENTIAL OC |
| TABLE 3.1.3.1. OCCUPANCY FIRE SEPAR | RATIONS | 3.3.4.2.1) SUITES SHALI |
| 2 HOUR F.R.R. BETWEEN GROUP [| D AND GROUP F DIVISION 3 | BUILDING BY A FIRE SE |
| 1 HOUR F.R.R. BETWEEN GROUP E | O AND GROUP C | 3.3.4.3. SPRINKLERS SI SEPARATION WITH A M |
| 3.1.10.2 FIRE WALLS | | 3.3.4.6 SOUND TRANSM |
| 2 HOUR F.R.R. BETWEEN GROUP (| C AND GROUP C OCCUPANCIES AND GROUP C AND | REMAINDER OF BUILDI |
| GROUP D OCCUPANCIES FIRE WALL TO EXTEND 150mm ABO | | HOISTWAY. |
| | | 3.3.5.4 STORAGE GAR |
| 3.1.17.1 TOTAL OCCUPANT LOAD (PERS | ONS): 467 | STORAGE GARAC |
| (2 - 3 BDRM UNITS x 3 SLEEPING R | | MINIMUM CLEAR |
| | RMS/UNIT x 2 PERSONS/RM = 104) | 3.3.5.6 SEPARATION OF |
| (4 - 1 BDRM UNITS x 1 SLEEPING R | | |
| | G AREA/UNIT x 2 PERSONS PER UNIT = 8) | 3.4.2. NUMBER AND LO |
| (3085m2 commercial space @ 9.3m2 | | 3.4.2.1.1) EVERY FLOOF |
| | ····) | WIDTH, CONFORMS |
| 3.2.1.2. STORAGE GARAGE CONSIDERE | D AS A SEPARATE BUILDING | 3.4.2.5 (c) TRAVEL DIST |
| TO BE NON-COMBUSTIBLE, 2 HOU | R FIRE SEPARATION, SPRINKLERED | 3.4.4. FIRE SEPARATIO |
| | | |
| 3.2.2. BUILDING SIZE AND CONSTRUCTION | | 3.4.5 EXIT SIGNS REQU |
| 3.2.2.50. GROUP C, UP TO <6> STOREYS | • | 3.4.6 EXIT FACILITIES, F |
| TO BE SPRINKLERED, MAXIMUM 6 | , | |
| MAXIMUM AREA FOR 5 STOREYS | = 1440 m2 (15,500 st), | 3.5. VERTICAL TRANSP |
| PROPOSED COMBUSTIBLE CONST | FRUCTION WITH NON COMBUSTIBLE CLADDING, EPARATIONS WITH MINIMUM 1 HR. F.R.R. | 3.5.3.1 FIRE SEPARATION |
| | | MIN. 2 HR F.R.R. (|
| 3.2.2.83. GROUP F, DIVISION 3, UP TO 2 \$ | | |
| TO BE SPRINKLERED, MAXIMUM A | REA FOR 1 STOREY = 7200 m2 | 3.6.2.1.2 SERVICE ROO |
| | | 3.6.2.1.3 VERTICAL SER |
| | / TO TABLE 3.2.3.1.D & E, TABLE 3.2.3.7. | 3.1.8.10.1 SUITE DOORS |
| | IMITING DISTANCES AND CALCULATIONS. | |
| 3.2.3.14 WALL EXPOSED TO ANOTHER V | | 3.7 HEALTH REQUIREM 3.8. BUILDING REQUIRE |
| 3) SENTENCE ONE DOES NOT APPLY TO | | |
| COMPARTMENTS WITHIN A BUILDING TH | 1AT IS SPRINKLERED THROUGHOUT | 9.8 STAIRS AND RAMPS |
| | | 9.8.2.1 STAIRS WITHIN |
| 3.2.4.1 FIRE ALARM REQUIRED: | YES NO | |
| 3.2.4.4 2 STAGE FIRE ALARM SYSTEM R | - | 9.8.2.2 HEIGHT OVER S |
| 3.2.4.8 SIGNAL TO FIRE DEPARTMENT RI | | UNIT |
| 3.2.4.9 ANNUNCIATOR PANEL REQUIRED | | 9.8.4 STAIRS CONFORM |
| 3.2.4.11 FIRE DETECTORS REQUIRED | | |
| 3.2.4.12 SMOKE DETECTORS REQUIRED | | 10.2.1.1 ENERGY EFFIC |
| 3.2.4.17 MANUAL PULL STATIONS REQUI | | |
| 3.2.4.16 CENTRAL MONITORING REQUIR | | |
| 3.2.4.20 VISUAL SIGNALS REQUIRED: | | |
| 3.2.4.21 SMOKE ALARMS REQUIRED: | YES NO | |
| 3.2.5.3 ROOF ACCESS REQUIRED | YES NO | |
| | YES NO | |
| 3.2.5.8 STANDPIPE REQUIRED: | | |
| - | YES NO | |
| 3.2.5.17 PROTECTION FROM FREEZING: | | |
| 3.2.5.8 STANDPIPE REQUIRED: 3.2.5.17 PROTECTION FROM FREEZING: 3.2.7.3 EMERGENCY LIGHTING REQUIRE 3.2.7.8 EMERGENCY POWER FOR FIRE A | D: YES NO | |

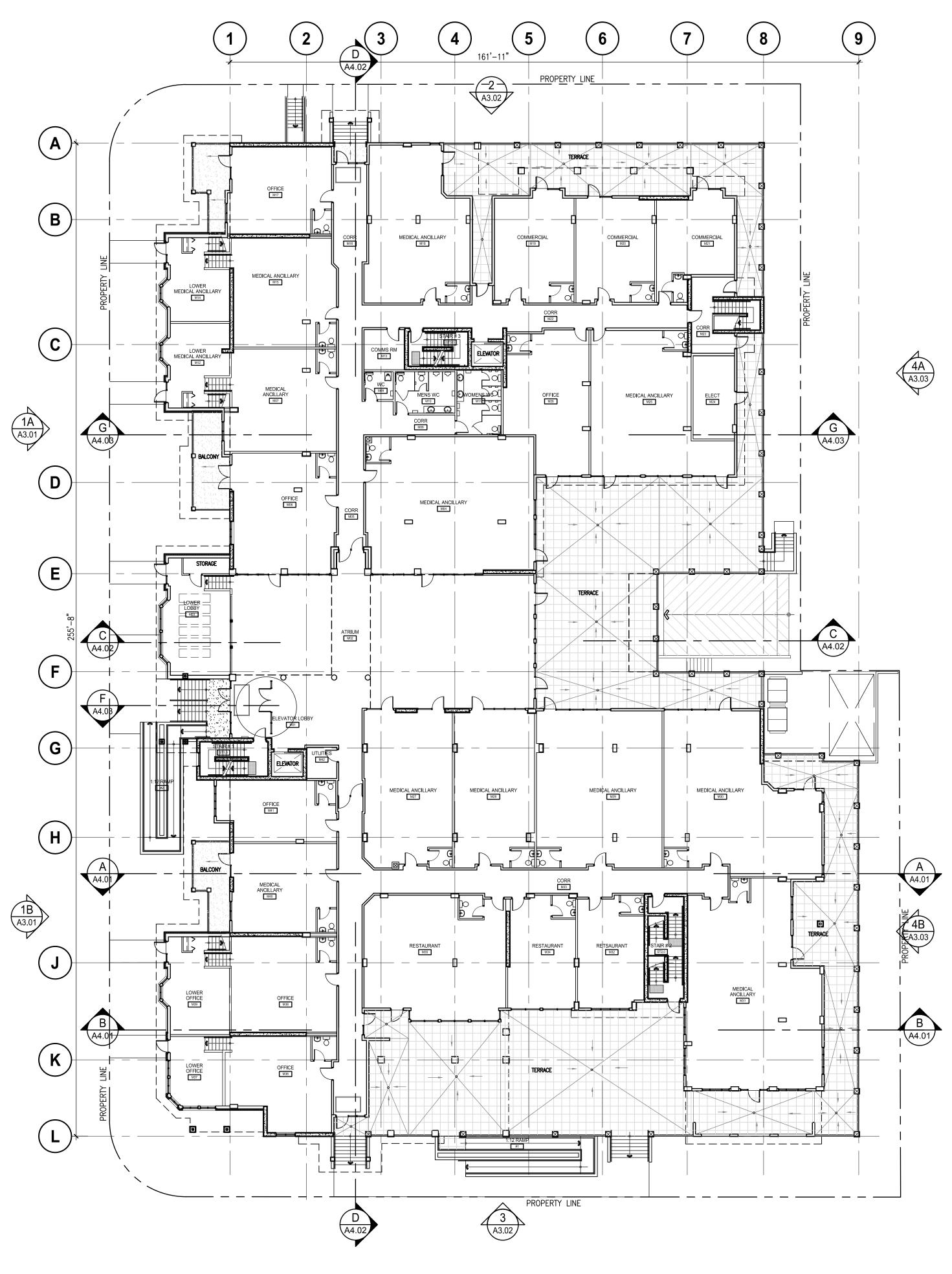
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|---|---|
| | AND OMISSIONS TO THE ARCHITECT. - VARIATIONS AND MODIFICATIONS ARE NOT |
| HIN FLOOR AREAS HALL BE SEPARATED FROM ADJOINING SUITES BY A FIRE SEPARATION MIN. | ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. — THIS DRAWING IS THE EXCLUSIVE PROPERTY |
| TE IN A FLOOR AREA SHALL HAVE AN EXTERIOR EXIT DOORWAY OR A A PUBLIC CORRIDOR OR EXTERIOR PASSAGEWAY EAS CONFORM TO TABLE 3.3.1.5.B OR HAVE 2 MEANS OF EGRESS ORS FROM BUILDING TO SWING IN DIRECTION OF TRAVEL OR ROOMS 1 HR FIRE SEPARATION | OF THE ARCHITECT. – ANY REPRODUCTION MUST BEAR THEIR NAME AS ARCHITECT. |
| AL OCCUPANCY SHALL BE SEPARATED FROM EACH OTHER AND REMAINDER OF THE IRE SEPARATION WITH A MIN. 1 HR F.R.R. ERS SHALL BE INSTALLED IN A STORAGE ROOM AND HAVE A FIRE TH A MIN. 1HR F.R.R. | |
| RANSMISSION - MINIMUM S.T.C. OF 50 BETWEEN DWELLING UNIT AND BUILDING, MINIMUM S.T.C. OF 55 BETWEEN DWELLING UNIT AND ELEVATOR | |
| E GARAGE GARAGE TO BE SEPARATED FROM ELEVATOR BY A VESIBULE. ELEAR HEIGHT TO BE 2m. ON OF OCCUPANCIES WITHIN A STORAGE GARAGE TO BE 90 MINUTES. | |
| ND LOCATION OF EXITS FROM FLOOR AREAS FLOOR INTENDED FOR OCCUPANCY SHALL HAVE TWO EXITS 3.4.3.2. EXIT MS | |
| L DISTANCE >45m RATION OF EXITS AL EXITS 1 HR F.R.R. FOR CORRIDORS AND EXIT PASSAGEWAYS REQUIRED AT EVERY EXIT DOOR TIES, PROPOSED CONFORMS | |
| RANSPORTATION ARATION OF HOISTWAY F.R.R. @ PARKADE AND MAIN, 1 HR F.R.R. ABOVE | 5 27.06.2017 ISSUED FOR DEVELOPMENT PERMIT NO. DATE REVISION DESIGN CONSULTANT CONSULTANT |
| E ROOMS WITH FUEL FIRED APPLIANCE, 1 HR F.R.R. AL SERVICE SHAFT, 1 HR F.R.R. DOORS TO 20 MIN F.R.R., WEATHERSTRIPPED, CLOSURE | |
| UIREMENTS, CONFORMS EQUIREMENTS FOR PERSONS WITH DISABILITIES, CONFORMS | |
| RAMPS, ITHIN A RESIDENTIAL UNIT TO MINIMUM 860mm WIDE. ALL EGRESS STAIRS 900mm WIDE VER STAIRS TO BE 2050mm FOR PUBLIC STAIRS, 1950 WITHIN A DWELLING | |
| NFORM TO TABLE 9.8.4.2 | |
| EFFICIENCY DESIGNED TO ASRAE 90.1 | SEAL |
| | |
| | |
| | |
| | |
| | GTA ARCHITECTURE LTD. 243-1889 Springfield Road Kelowna, British Columbia V1Y 5V5 Fax: 250.979.4366 Telephone: 250.979.1668 |
| | PROJECT |
| | COLLETT MANOR 2169 PANDOSY ST. |
| | |
| | 2169 PANDOSY ST. KELOWNA, BC |
| | 2169 PANDOSY ST. KELOWNA, BC FOR PANDOSY STREET DEVELOPMENTS |
| | DRAWN BB |
| | 2169 PANDOSY ST. KELOWNA, BC FOR PANDOSY STREET DEVELOPMENTS SHEET TITLE DRAWN BB |



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| ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT. — THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT. | | |
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| DESIGN CONSULTANT | | |
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| PROJECT | | |
| COLLETT MANOR 2169 PANDOSY ST. | | |
| KELOWNA, BC | | |
| PANDOSY STREET DEVELOPMENTS | | |
| PARKADE PLAN | | |
| OVERALL | | |
| | | |
| DRAWN BB SHEET NO. | | |
| DESIGN RB A2.01 | | |
| DATE 2017-03 FILE: A10-06 | | |
| | | |



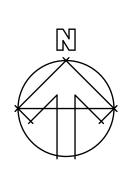


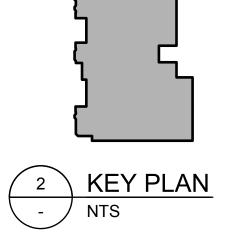


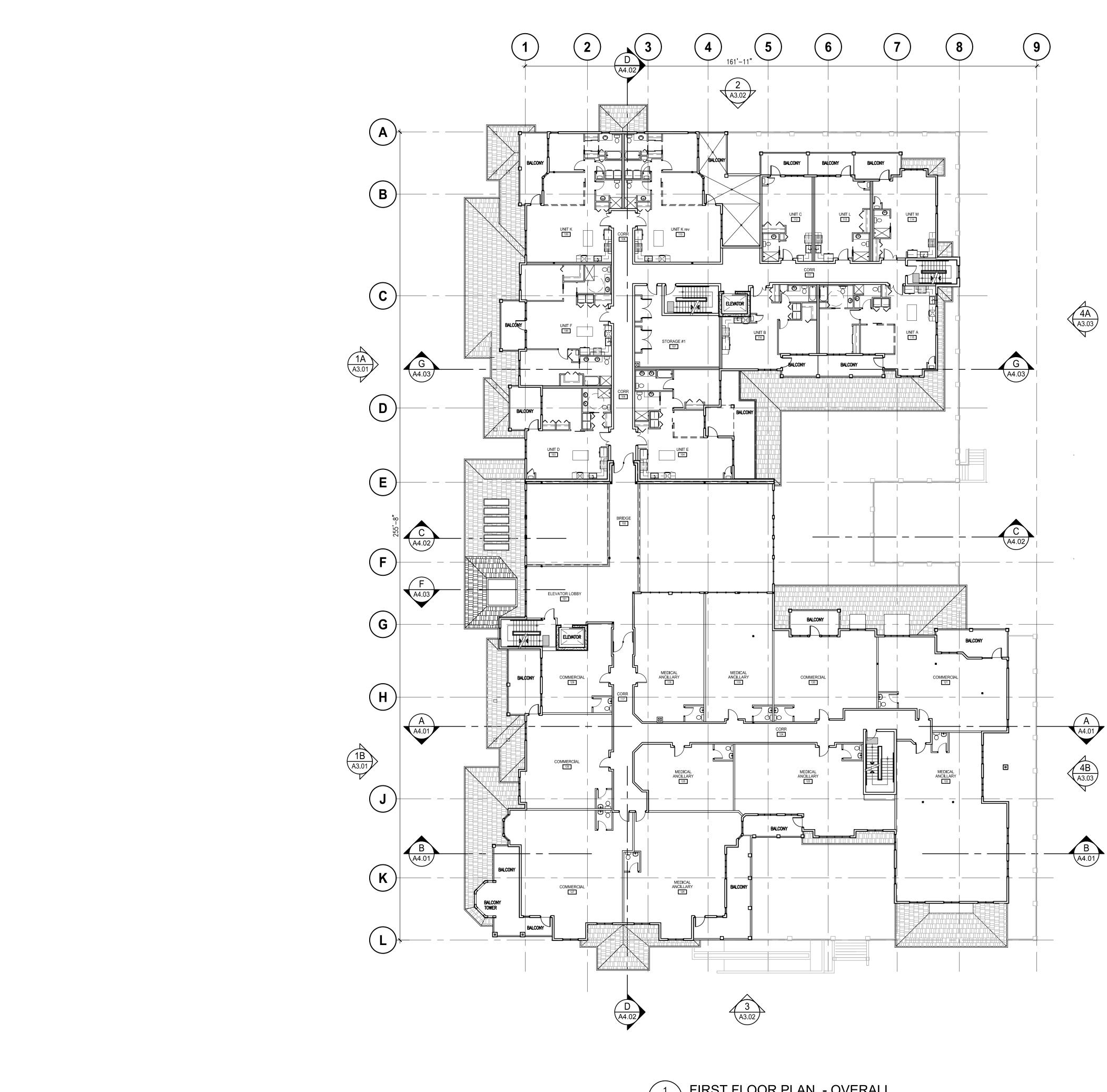


1 MAIN FLOOR PLAN - OVERALL A2.10 1/16"=1'-0"

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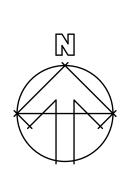


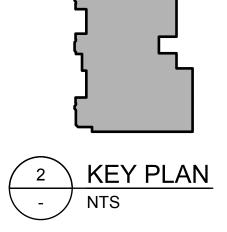


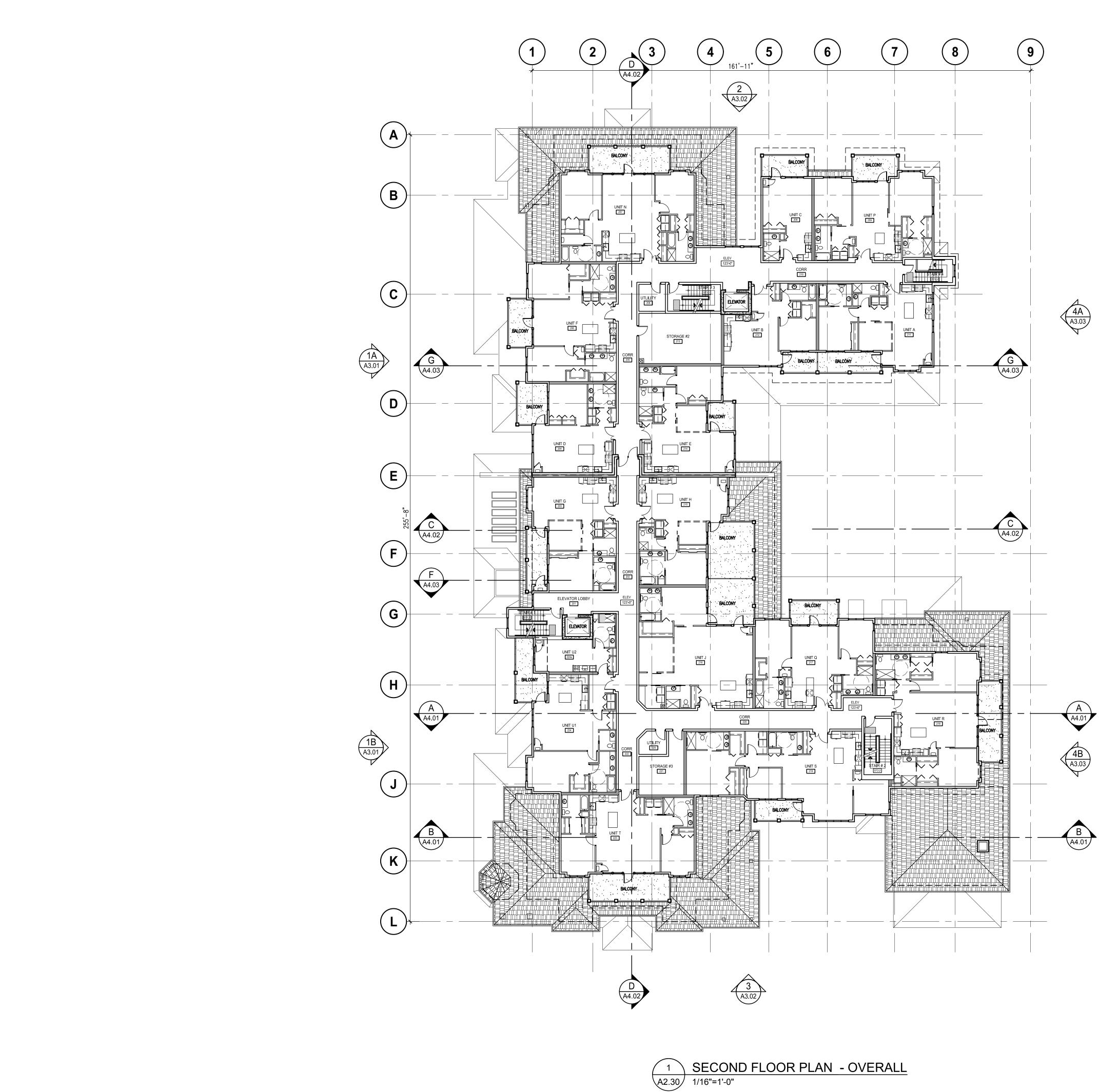
1 FIRST FLOOR PLAN - OVERALL A2.20 1/16"=1'-0"

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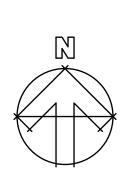
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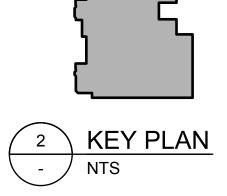


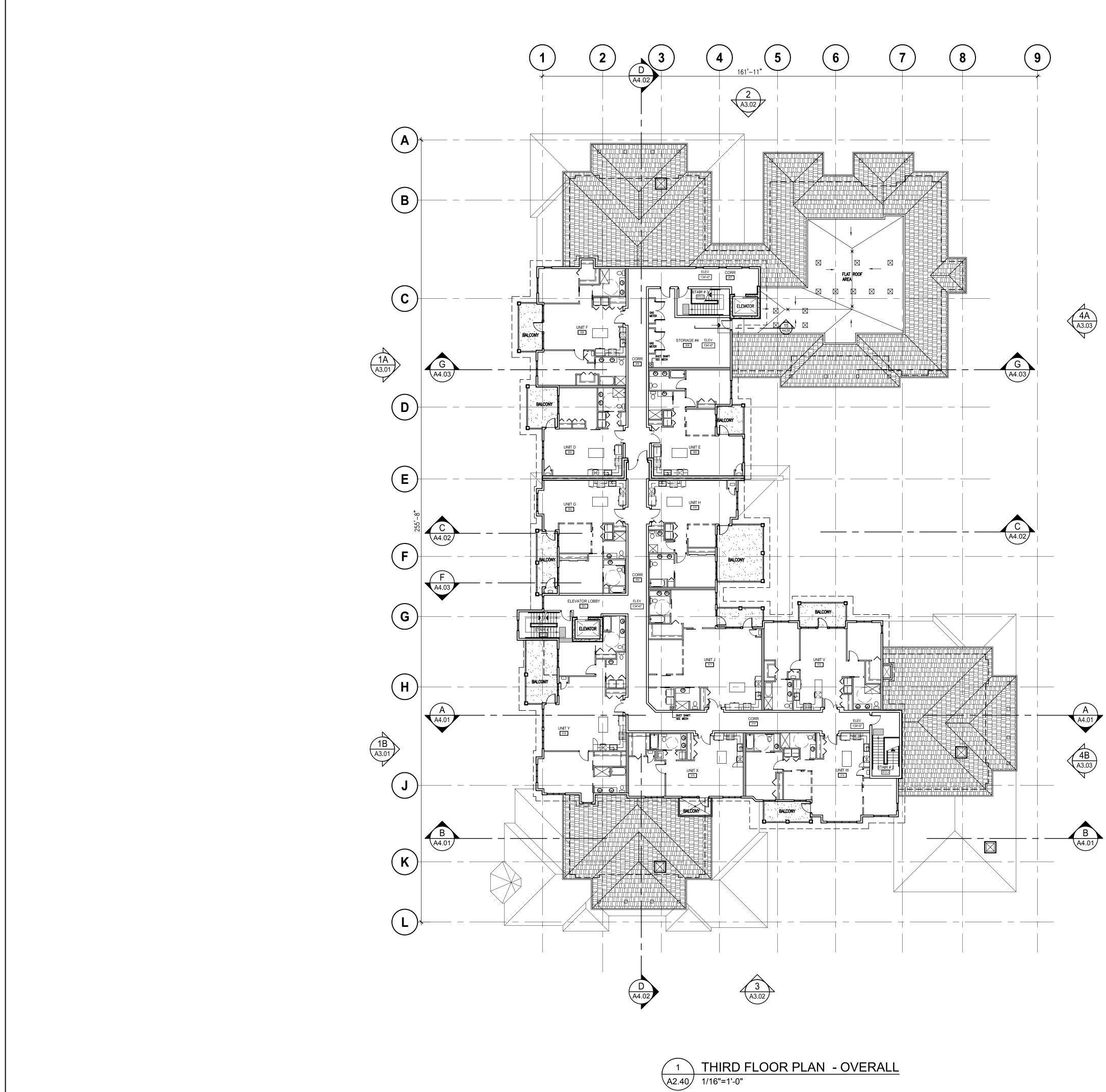




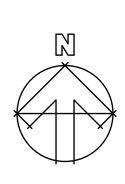
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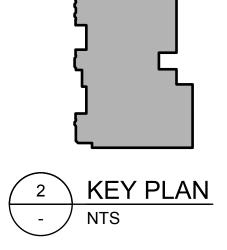


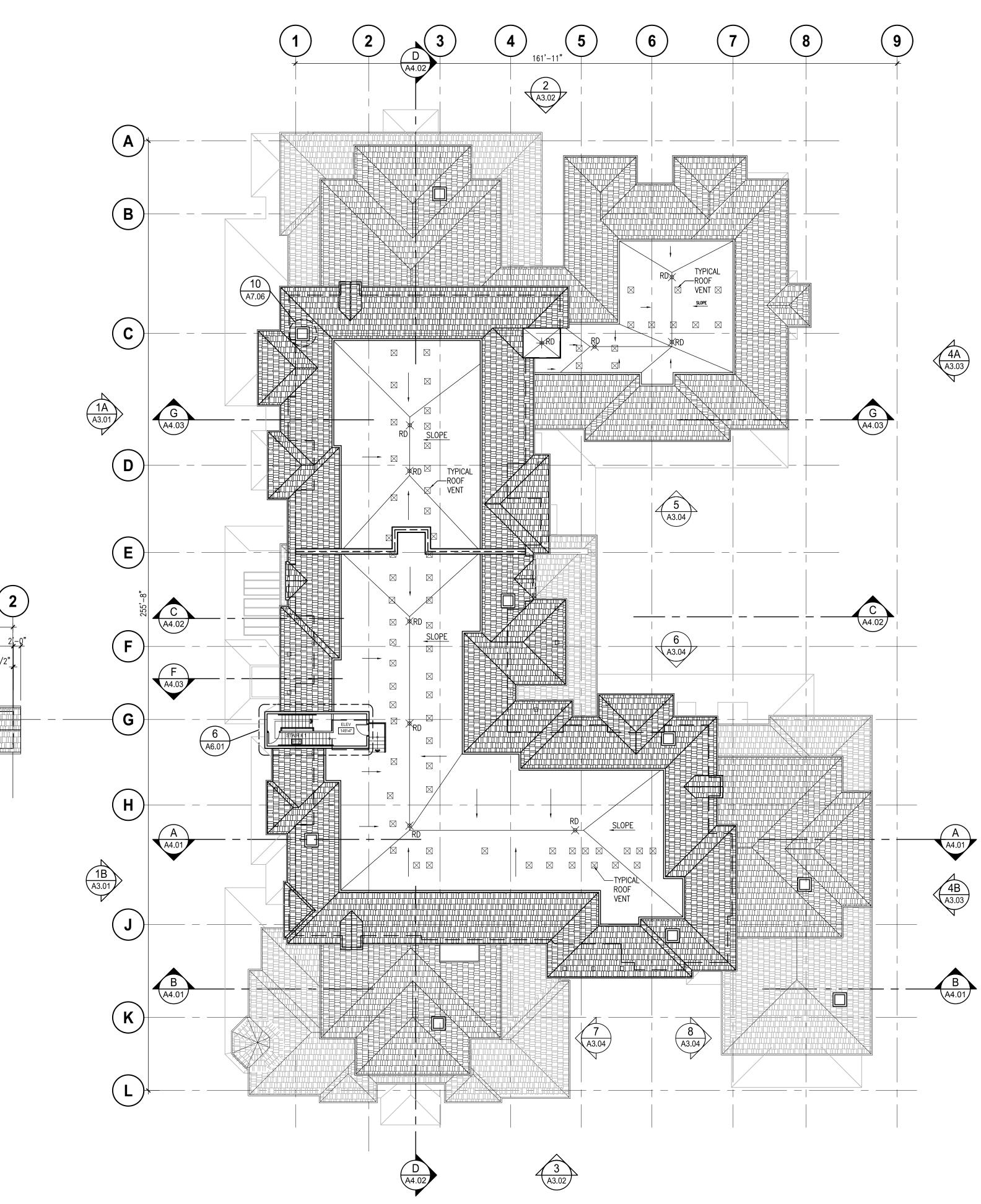


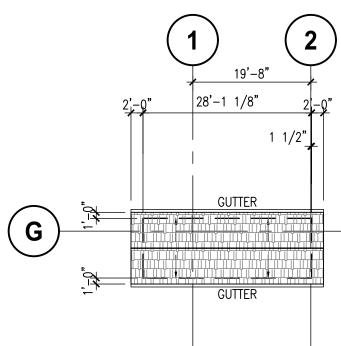


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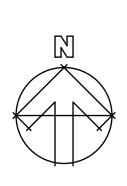


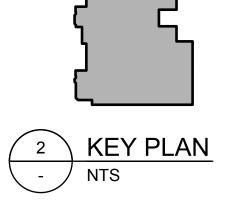


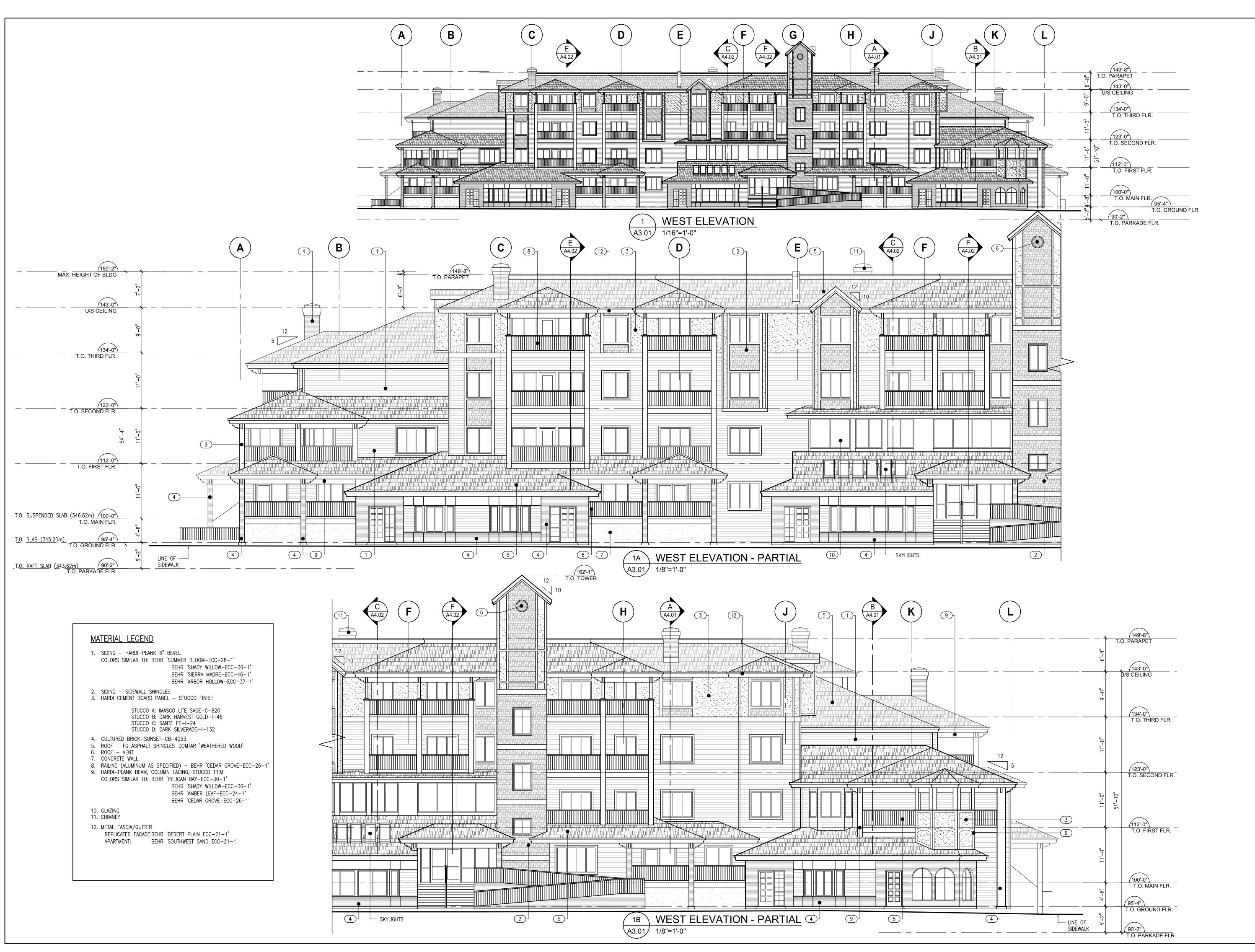




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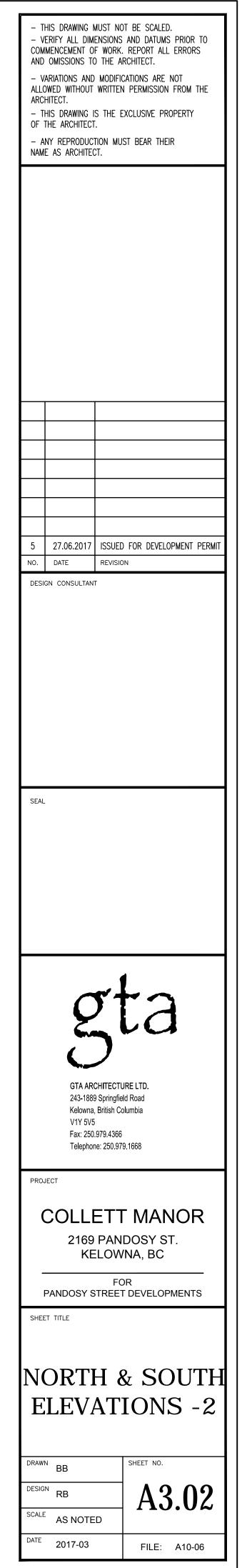


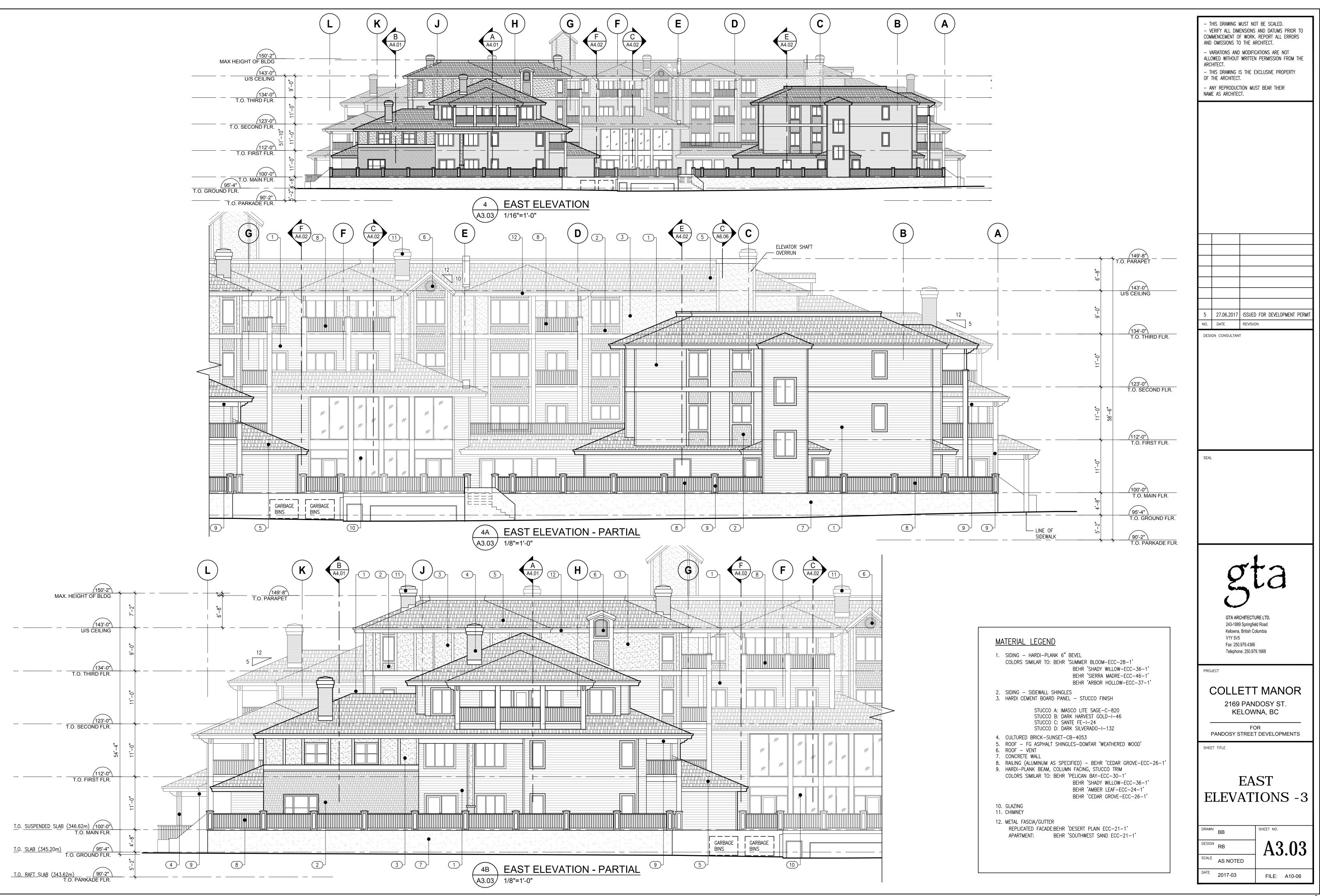


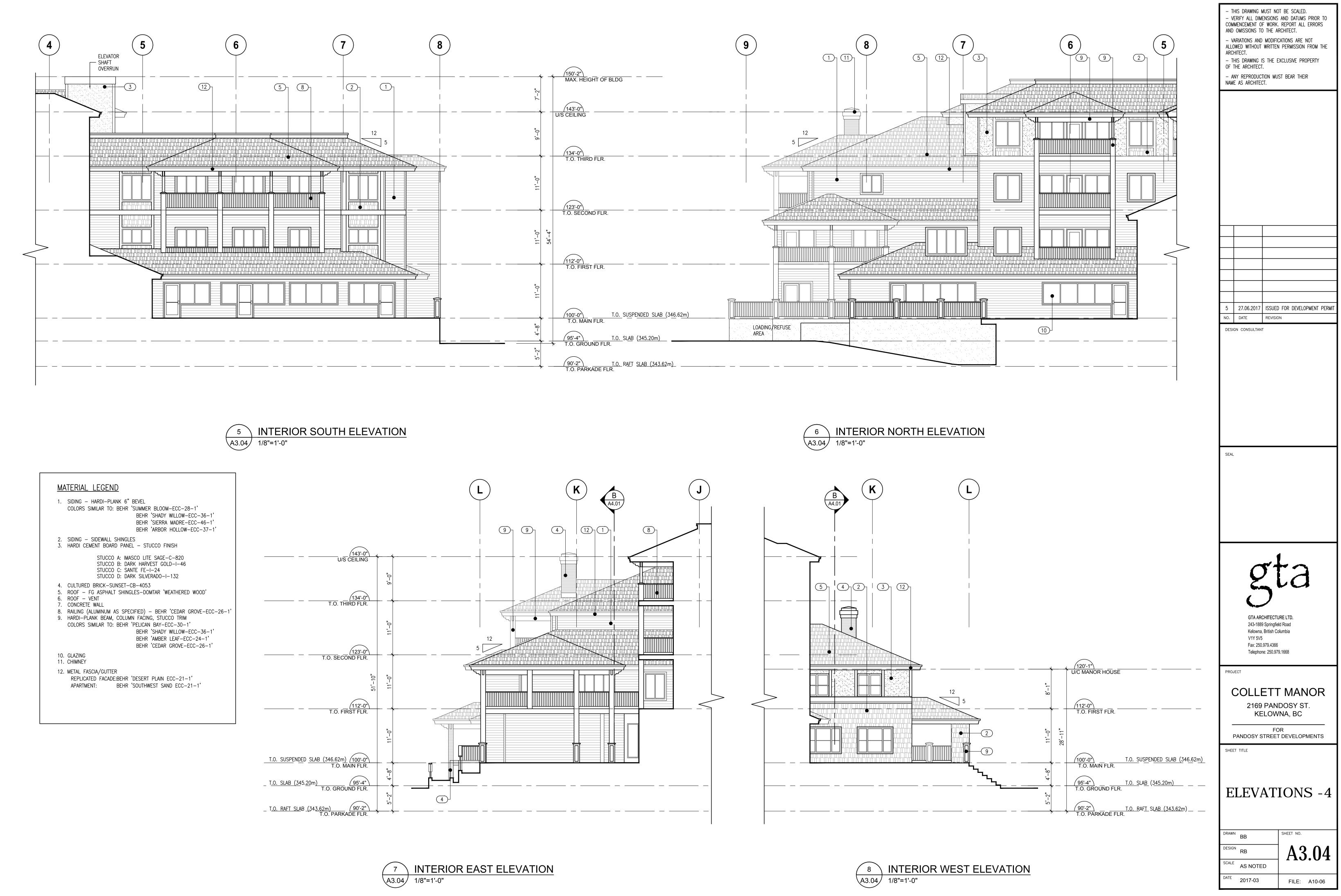
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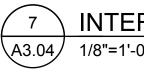










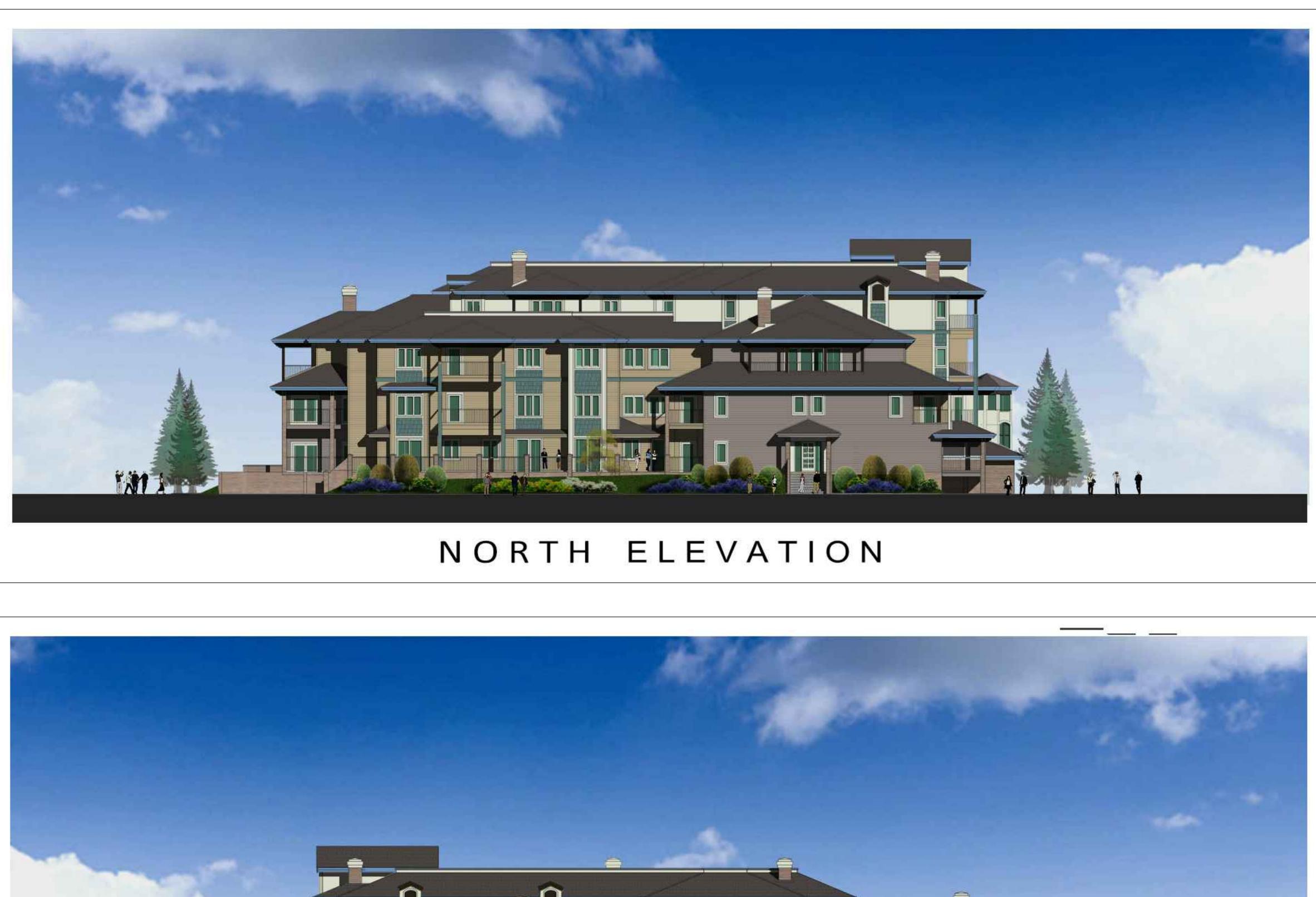






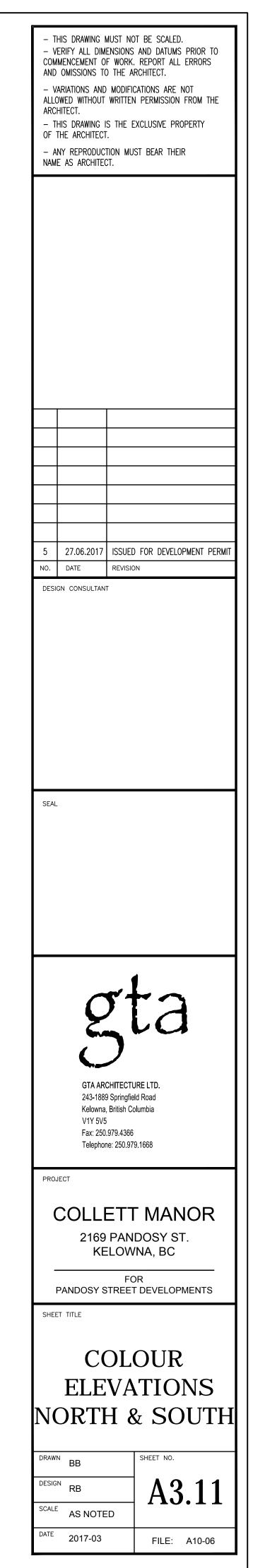


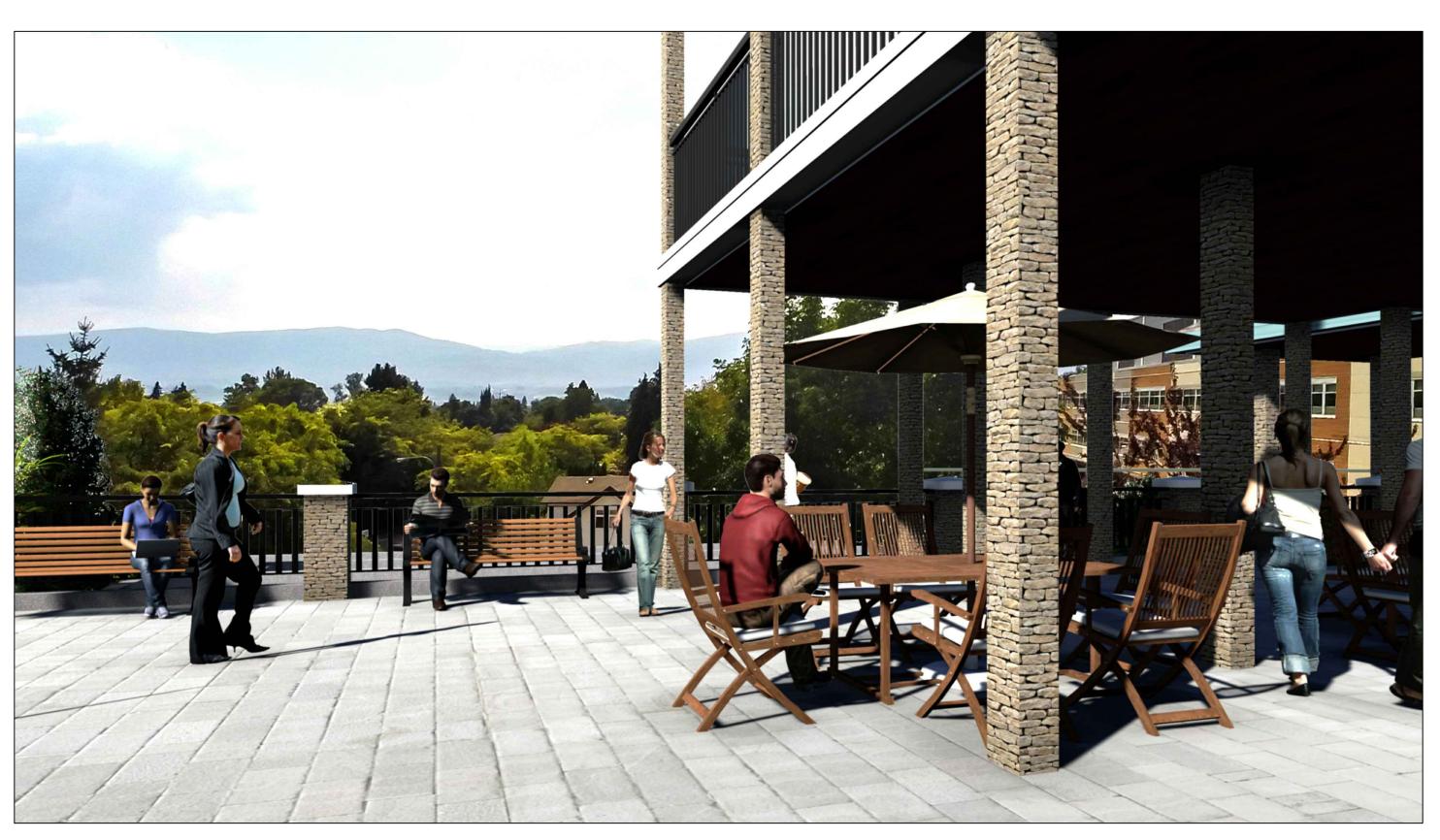
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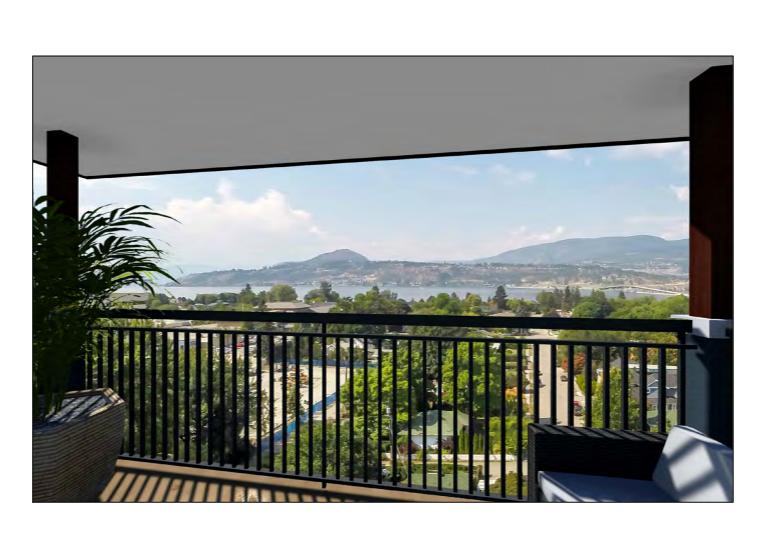




SOUTH COURTYARD



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LAKE VIEW

WEST VIEW



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LEGEND: 0 DECIDUOUS TREE COLUMNAR DECIDUOUS TREES TREE-FORM SHRUB SHRUB/GRASS/PERENNIAL PLANTING OVERHEAD SHADE STRUCTURE BENCH **BIKE RACKS** 11111 WAY FINDING SIGNAGE DECORATIVE SAW-CUT CONCRETE

| TREES | | | |
|---|-------------------------|-----------------------|--------|
| Botanical Name | Common Name | Size | Root |
| Acer griseum | paperback maple | 6cm Cal. | B&B |
| Magnolia denudata | Yulan magnolia | 2m Ht. | B&B |
| Magnolia stellata | star magnolia | 1.2m Ht. | B&B |
| Populus tremula 'Erecta' | Swedish columnar aspen | 6cm Cal. | B&B |
| Syringa reticulata 'Ivory Silk' | Ivory silk tree lilac | 6cm Cal. | B&B |
| SHRUBS | | i and in | |
| Botanical Name | Common Name | Size | Root |
| Amelanchier alnifolia 'Regent' | regent saskatoonberry | #05 | Pottec |
| Berberis thunbergii 'atropurpurea nana' | Japanese barberry | #02 | Pottec |
| Cotinus coggygria 'Royal Purple' | Royal purple smokebush | #05 | Pottec |
| Lanvandula angustifuolia 'Hidcote' | Hidcote lavander | #02 | Potteo |
| Picea pungens 'Globosa' | dwarf globe blue spruce | #05 | Potteo |
| Pinus mugo 'Slowmound' | slowmound mugo pine | #02 | Potteo |
| Prunus tomentosa | Nanking cherry | #05 | Potteo |
| Ribes alpinum | Apline currant | #02 | Potteo |
| Rosa rugosa | rugosa rose | #02 | Potteo |
| Salvia officinalis | common sage | #02 | Potteo |
| Viburnum trilobum 'Bailey Compact | highbush cranberry | #05 | Potteo |
| Salix purpurea 'Nana' | dwarf Arctic willow | #05 | Potteo |
| Sambucus nigra 'eva' | Black lace elderberry | #02 | Potteo |
| Syringa vulgaris | common lilac | #02 | Pottec |
| PERENNIALS | | | |
| Botanical Name | Common Name | Size | Root |
| Asparagus officinalis | asparagus | #01 | Potteo |
| Echinacea purpurea 'Magnus' | purple coneflower | #01 | Pottec |
| Hemerocallis x hybrida 'Stella D'oro' | stella d'oro daylily | #01 | Potteo |
| Monarda didyma | bee balm | #01 | Potteo |
| Rudbeckia fulgida 'Goldstrum' | black-eyed susan | #01 | Pottec |
| GROUNDCOVERS | | | |
| Botanical Name | Common Name | Size | Root |
| Sedum spurium | two-row stonecrop | #01 | Potteo |
| Sedum pachyclados | gray stonecrop | #01 | Pottec |
| Thymus praecox | creeping thyme | #01 | Pottec |
| GRASSES | | and the second second | |
| Botanical Name | Common Name | Size | Root |
| Dechampsia cespitosa | tufted hair grass | #01 | Pottec |
| Helictotrichon sempervirens | blue oat grass | #01 | Pottec |
| Koeleria callesiana 'Mountain Breeze' | Somerset hair grass | #01 | Pottec |
| Miscanthus sinensis | maiden grass | #01 | Pottec |
| Pennisetum alopecuroides | fountain grass | #01 | Potteo |
| VINES | in the second | - | |
| Botanical Name | Common Name | Size | Root |
| Humulus lupus | hops | #01 | Pottec |
| | | | |

0 2 4 6 8 10 SCALE: 1:200

DEVELOPMENT PERMIT NOTES:

A PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED IN THE LATEST EDITION OF THE B.C. LANDSCAPE STANDARDS, PUBLISHED BY B.C.L.N.A. AND B.C.S.L.A. AS WELL AS THE CITY OF KELOWNA LANDSCAPE STANDARDS IN BYLAW 7900. B THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL BUT REFLECTS THE MINIMUM CITY OF KELOWNA FORM AND CHARACTER REQUIREMENTS

C PLANT MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY AT THE TIME OF CONSTRUCTION.

D TREES SHALL BE INSTALLED IN DEFINED SOIL PITS OR PLANTING BED AREAS. ADEQUATE SOIL VOLUME SHALL BE PROVIDED BASED ON THE SPECIFIED TREE SPECIES AND LOCATION.

E ORNAMENTAL SHRUB, GRASS AND PERENNIAL ARE TO BE PLACED WITHIN DEFINED PLANTING BEDS. ALL PLANTING BEDS SHALL HAVE A MIN. OF 450mm (18") IMPORTED GROWING MEDIUM AND 75mm (3") OF COMPOSTED MULCH OR APPROVED EQUAL.

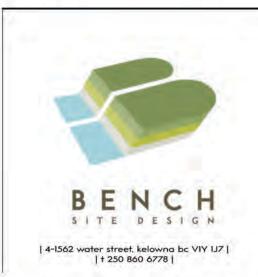
F DECORATIVE ROCK AREAS SHALL HAVE A MIN. OF 75mm (3") OF DECORATIVE ROUND. LANDSCAPE FABRIC SHALL BE INSTALLED BELOW ALL DECORATIVE ROCK AREAS. LANDSCAPE FABRIC SHALL BE NILEX 4545 OR APPROVED EQUAL.

G A HIGH EFFICIENCY IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL ORNAMENTAL LANDSCAPE AREAS AND SHALL CONFORM TO THE CITY OF KELOWNA'S IRRIGATION STANDARDS IN BYLAW 7900.

NOT FOR CONSTRUCTION



REVISIONS / ISSUED: 4 26/17 RE-ISSUED FOR DP 3 22/17 ISSUED FOR REVIEW 2 JUN 10/15 RE-ISSUED FOR DP 1 JUN 24/14 ISSUED FOR DP NO. DATE DESCRIPTION



CONSULTANT:

GARRY TOMPOROWSKI ARCHITECT LTD. KELOWNA, B.C.

CLIENT:

PANDOSY STREET DEVELOPMENTS KELOWNA, B.C.

PROJECT:

COLLETT MANOR 2169 PANDOSY ST. KELOWNA, B.C.

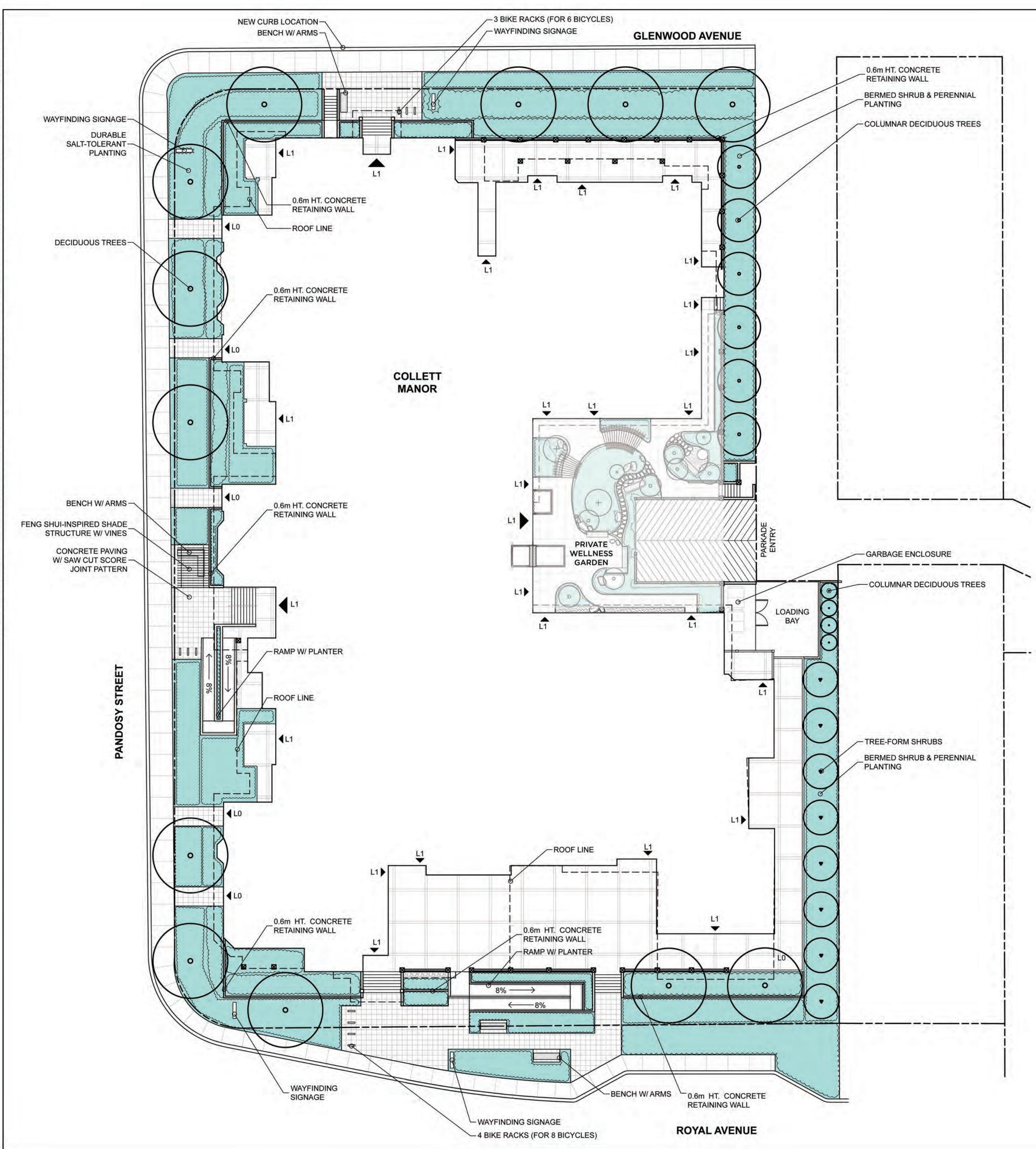
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CONCEPTUAL PLAN

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| CHECKED BY | XS |
| PROJECT NO. | 14-013 |
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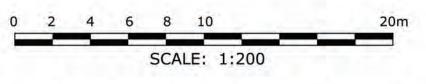
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OF 1





NOT FOR CONSTRUCTION



MODERATE WATER USE AREAS



REVISIONS / ISSUED: 4 26/17 RE-ISSUED FOR DP 3 JUN 22/17 ISSUED FOR REVIEW 2 JUN 10/15 RE-ISSUED FOR DP 1 JUN 24/14 ISSUED FOR DP NO. DATE DESCRIPTION BENCH SITE DES | 4-1562 water street, kelowna bc VIY 1J7 | | † 250 860 6778 | CONSULTANT: GARRY TOMPOROWSKI ARCHITECT LTD. KELOWNA, B.C. CLIENT: PANDOSY STREET DEVELOPMENTS KELOWNA, B.C. PROJECT: COLLETT MANOR 2169 PANDOSY ST. KELOWNA, B.C. SHEET TITLE HYDROZONE PLAN DESIGN BY XS DRAWN BY KM CHECKED BY XS PROJECT NO. 14-013 SCALE 1:200 SHEET NO. L-2 OF 2

CITY OF KELOWNA

BYLAW NO. 11474

Amendment No. 1 to Housing Agreement Authorization Bylaw No. 10624 2149, 2159, 2169, 2179 and 2189 Pandosy Street

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

AND WHEREAS pursuant to Section 483 (4) of the Local Government Act, a local government may, by bylaw, amend a Housing Agreement with the consent of the owner;

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

- 1. THAT the Municipal Council hereby authorizes amendments to the City of Kelowna Housing Agreement for the lands known as Lot 2, DL 14, ODYD, Plan 5973; Lot 1, DL 14, ODYD, Plan 5973; Lot 3, DL 14, ODYD, Plan 3216; Lot 2, DL 14, ODYD, Plan 3216; Lot 1, DL 14, ODYD, Plan 3216 located on 2149, 2159, 2169, 2179 and 2189 Pandosy Avenue, Kelowna, B.C., by deleting Schedule A attached to Bylaw No. 10624 and replacing it with a true copy of the new Schedule A which is attached to and forms part of this bylaw.
- 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 may be cited for all purposes as "Bylaw No. 11474 being Amendment No. 1 to Housing Agreement Bylaw No. 10624".
- 4. 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

AFFORDABLE RENTAL HOUSING AMENDING AGREEMENT

THIS AGREEMENT made offective as of the 10th day of May, 2017

BETWEEN:

Pandosy Street Developments Ltd., a British Columbia company, with an address at 1524 Woodridge Road, Kelowna, B.C., V1W 3B4

(the "Owner")

AND:

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

(the "City")

RECITALS:

A. John Marrington, Alana Marrington, John Balla (together, the "Prior Owner"), and the City entered into an Affordable Rental Housing Agreement (the "Housing Agreement"), dated as of October 19, 2011, with respect to the following lands:

2149 Pandosy Street Lot 1, DL 14, ODYD, Plan 3216; 2159 Pandosy Street Lot 2, DL 14, ODYD, Plan 3216; 2169 Pandosy Street Lot 3, DL 14, ODYD, Plan 3216; 2179 Pandosy Street Lot 1, DL 14, ODYD, Plan 5973; 2189 Pandosy Street Lot 2, DL 14, ODYD, Plan 5973;

(the "Prior Lands");

B. The Prior Owner applied to the City for rezoning of the Prior Lands, and the Prior Lands were rezoned to permit construction of forty-three (43) residential units, whereby forty (40) of those residential units may be stratified and sold;

C. The Owner is the successor in interest to the Prior Owner;

D. The Prior Lands have been consolidated into one parcel, legally known and described as Lot A, DL 14, ODYD, Plan EPP27000 (PID: 029-607-132) (the "Lands");

E. The Owner and the City have agreed to amend the Housing Agreement on the terms and conditions contained herein.

Affordable Rental Housing Amending Agreement

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

1. Definitions

Capitalized words and expressions used in this Agreement that are defined in the Housing Agreement and not otherwise defined in this Amending Agreement shall have the meanings given to them in the Housing Agreement.

"Lands" or "Land" in the Housing Agreement shall mean the Lands, as defined herein.

2. Amendments

The Housing Agreement is hereby amended as follows:

(a) Section 3.0 is deleted and replaced with the following:

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

(a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any Affordable Rental Unit other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified Affordable Rental Unit(s) are available in accordance with this Agreement."

(b) Section 5.5 is deleted and replaced with the following:

"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 Lands and this Agreement burdens the Land and runs with it and binds the Owner's successors in title, provided that upon the subdivision or stratification of the Lands to create dwelling units, the City and the Owner shall remove any legal notation or charge reflecting this Agreement from title to all dwelling units and properties which are not designated as Affordable Rental Units."

3. Miscellaneous

- (a) The City covenants that it has the power, capacity and authority to enter into this Amending Agreement and to carry out its obligations hereunder, all of which have been authorized by the necessary proceedings.
- (b) This Amending Agreement shall be read together with the Housing Agreement and the parties confirm that, except as specifically modified herein, all covenants and conditions in the Housing Agreement remain unchanged, unmodified and in full force and effect.
- (c) The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably

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Affordable Rental Housing Amending Agreement

requested by another party, as may be necessary or desirable to complete the amendments contemplated by this Amending Agreement and to carry out its provisions and intention. Further, the Owner or the City may file or cause to be filed a notice of this Amending Agreement in the applicable Land Title Office, as a legal notation against the Lands.

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- (d) This Amending Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- (e) This Amending Agreement shall be interpreted and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (f) This Amending Agreement may be executed in counterparts each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. A counterpart signed by a party hereto and transmitted by facsimile or other form of electronic transmission shall have the same effect as a counterpart originally signed by such party.

(signature page follows)

| Affordable Rental Housing Amending Agreement | 4 |
|--|--|
| IN WITNESS WHEREOF the parties hereunto ha year first above written. | ave executed this Agreement on the date and |
| PANDOSY STREET DEVELOPMENTS LTD. | |
| Per: <u>Aana Math</u> Authorized Signatory | |
| SIGNED, SEALED AND DELIVERED | |
| |) |
| |))) CITY OF KELOWNA by its authorized signatories: |
| in the presence of: Signature: |)) CITY OF KELOWNA) by its authorized signatories: |
| in the presence of: | , |

REPORT TO COUNCIL



| Date: | September 11, 2017 | | | VEIOMI | |
|---------------------------|---|--------------------------------|----------------|--|--|
| RIM No. | 0940-00 | | | | |
| То: | City Manager | | | | |
| From: | Community Planning Department (MS) | | | | |
| Application: | DP17-0130 | | Owners: | Karmjit S. Gill Balvir K. Gill Avineet S. Gill | |
| Address: | 1160 McKenzie | Rd | Applicants: | Karmjit S. Gill Avineet S. Gill | |
| Subject: | Application for a Development Permit for Nine Agri-tourism Recreational Vehicle Trailers in an A1t- Agriculture 1 with Agri-tourist Accommodation Zone | | | | |
| Existing OCP Designation: | | REP – Resource Protection Area | | | |
| Existing Zone: | | A1t – Agriculture 1 with | h Agri-tourism | Accommodation | |

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP17-0130 for Lot 4, Section 25, Township 26, ODYD Plan 1760 Except Plan KAP60715, located at 1160 McKenzie Rd, Kelowna, BC subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) Landscaping to be provided on the land be in accordance with Schedule "B"; and
- c) 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.

2.0 Purpose

To consider a Farm Protection Development Permit for buffering and placement of a recreational vehicle (RV) site for nine RV sites in an A1t – Agriculture 1 with Agri-tourist Accommodation Zone.

3.0 Community Planning

This property is unique in the City, in that it is one of two that has received A1t – Agriculture 1 with Agritourist Accommodation zoning from Council. It was the first in the City that received this designation in 2015. However, the agri-tourism site has not been built to date.

A brief history of agri-tourism accommodation in the ALR within the City follows in Table 1, below.

| Year | Agency | Action | Result |
|------|--------------------|--|---|
| 2003 | Province of BC | Included agri-tourist accommodation as a permitted non-farm use in the ALC Regulation, one that can be regulated or prohibited by local government. | 13 Agri-tourist Accommodation operations built through this regulation. |
| 2010 | City of Kelowna | Approved the A1t – Agriculture 1 with Agri-tourist Accommodation zone, in order to conform with Provincial regulations, which outlined requirements for agri-tourist operations in the City . | 2 properties, including the subject property, received the A1t zone between 2010 and 2016. |
| 2016 | City of Kelowna | Removed the A1-t – Agriculture 1 with Agri-tourist Accommodation zone as a permitted use in the A1 zone. | No additional agri-tourist operations since 2017. |

In 2015 Council approved a zone amendment for the property of A1t- Agriculture with Agritourist Accommodation for the subject property. At this time, a Development Permit (DP) was issued for nine RV units. However, the site cannot be constructed as proposed in the previous DP, and it has since lapsed. The previous plan did not adequately accommodate the turning radius for the RVs. The new DP accommodates the required turning radius.

As the zoning was approved by Council in 2015, the land use is not under consideration in this application; only development permit considerations such as siting and landscape buffering.

Community Planning supports the Development Permit as proposed. The applicant has provided a landscape plan which addresses the required vegetation buffers. In addition, vegetation screening has been proposed to hide a retaining wall that faces Gibson Road.

Community Planning notes the following regarding the development permit application:

- The use is permitted in the existing zone authorized by Council in 2015;
- The property had an expired Development Permit that can no longer be constructed as proposed; and
- The property is in the Agricultural Land Reserve.

4.0 Proposal

4.1 Background

In 2015, the applicant received a rezoning amendment for the subject property for A1t - Agriculture 1 with Agri-tourist Accommodation. The RV sites were to complement a fruit stand with proposed agriculture tours on the property. Construction for the fruit stand and a single family dwelling was initiated in 2016. A Development Permit (DP14-0028) was issued for the project. During construction of the house and the fruit

stand, revisions were required and subsequently the previous site plan could not be constructed as proposed. Subsequently, DP14-0028 expired. This Development Permit proposed a new plan that adequately accommodates the required turning radius of the RVs, as well as the grades of the property.

4.2 Project Description

The proposed layout is for nine RV sites which includes a landscape buffer and deer fencing. Retaining walls are required to support the access road. Landscape screening has been proposed to hide the wall that that faces Gibson Road. The access to the RV Park will be from McKenzie Road, and this location has been approved by the Development Engineering Department. Accommodation for a septic field has been made in the plan. Details of the layout, grading plan and landscape buffer are attached.

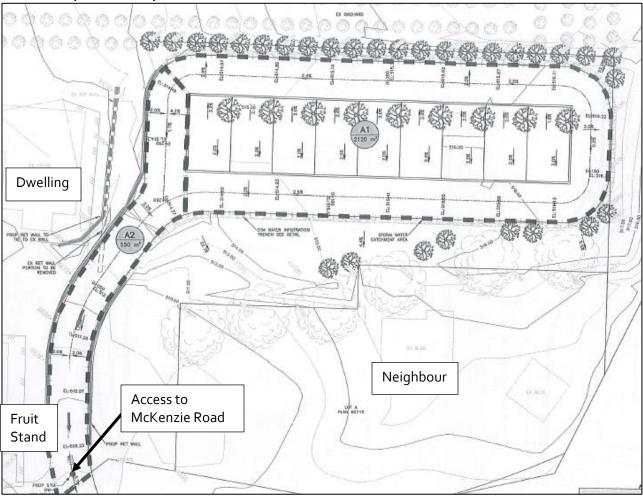
During site work, soils and vegetation adjacent the protected wetland on the property to the east of the RV Park were disturbed. The landscape plan has erosion control measures to protect the wetland during construction and a seed mix for hydroseeding the sensitive areas to mitigate the disturbance.

The expired development permit that has since expired is shown below.

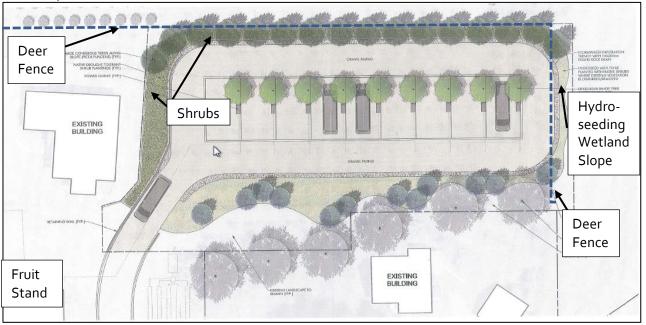


Previous RV Layout (Expired DP): 1160 McKenzie Rd

The current proposed layout is shown below.



Current Proposed RV Layout: 1160 McKenzie Rd



Landscape Plan: 1160 McKenzie Rd

PLANT LIST

| BOTANICAL NAME | COMMON NAME | QTY | SIZE/SPACING & REMARKS |
|---------------------------|--------------------|-----|------------------------------|
| PICEA PUNGENS | COLORADO SPRUCE | 16 | 2.0m HT. |
| PICEA PUNGENS 'BACKERI' | BAKERI SPRUCE | 12 | 1.5m HT. |
| ULMUS AMERICANA 'BRANDON' | BRANDON ELM | 9 | 6cm CAL. |
| SHRUBS | | | |
| CHRYSOTHAMNUS NAUSEOSUS | RABBIT BUSH | 18 | #01 CONT. /1.8M O.C. SPACING |
| CORNUS SERICEA | RED OSIER DOGWOOD | 7 | #01 CONT. /3.0M O.C. SPACING |
| MAHONIA AQUIFOLIUM | OREGON GRAPE HOLLY | 18 | #01 CONT. /1.5M O.C. SPACING |
| RIBES ALPINUM | ALPINE CURRANT | 18 | #01 CONT. /1.8M O.C. SPACING |
| ROSA WOODSII | WOOD'S ROSE | 19 | #01 CONT. /1.5M O.C. SPACINO |
| SYMPHORICARPOS ALBUS | SNOWBERRY | 18 | #01 CONT. /1.5M O.C. SPACING |

4.3 Site Context

The subject property is located at 1160 McKenzie Rd along the upper Rutland Bench in the eastern part of the City. Twelve rural residential lots are near the subject property to the northwest, while several rural residential lots are directly to the south. The property underwent a homesite severance subdivision in 1997, which lies to the south of the proposed RV Park.

The subject property is in the ALR. Land use to the north, east, south and southeast is zoned agricultural and is surrounded completely by properties in the ALR. The subject property is within the Black Mountain Irrigation District (BMID) water supply area.

The property has a residence, fruit stand and a small farm help dwelling at the northwest corner of the property. The remainder of the site is intensively planted in apples.

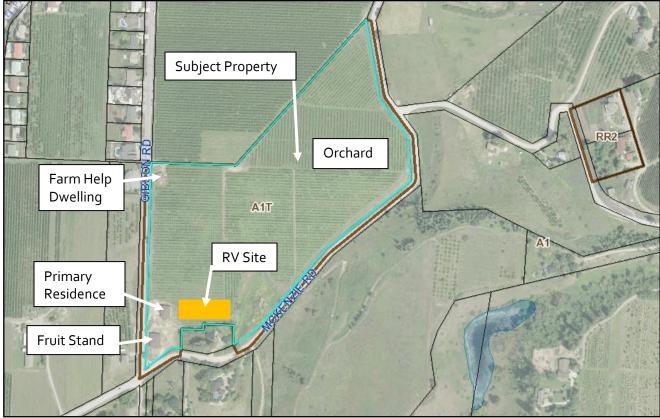
Parcel Summary – 1160 McKenzie Rd Road:

| Parcel Size: | 9.76 hectares (24.12 acres) |
|--------------|--|
| Elevation: | 506.0 to 520.0 metres above sea level (masl) |

| Orientation | Zoning | Land Use | ALR |
|-------------|--------------------|----------------------------------|-----|
| North | A1 – Agriculture 1 | Agricultural | Yes |
| Northeast | A1 – Agriculture 1 | Rural Residential | Yes |
| East | A1 – Agriculture 1 | Agricultural / Rural Residential | Yes |
| South | A1 – Agriculture 1 | Agricultural | Yes |
| Southwest | A1 – Agriculture 1 | Agricultural / Rural Residential | Yes |
| West | A1 – Agriculture 1 | Agricultural | Yes |

Specifically, adjacent land uses are as follows:

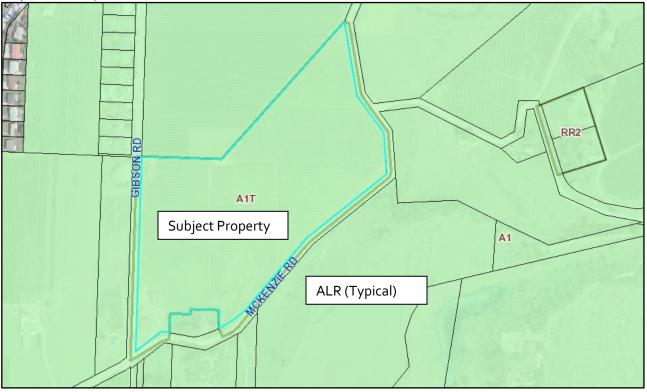
Map 1: Subject Property Map - 1160 McKenzie Rd





Map 2: Context Map Map - 1160 McKenzie Rd

Map 3: ALR Map - 1160 McKenzie Rd



4.4 Zoning Analysis Table

Applicable zoning requirements as it relates to the subject property for the A1t – Agriculture 1 with Agritourist Accommodation zone is outlined below.

| Zoning Analysis Table | | | |
|---|---|---|--|
| CRITERIA | A1t ZONE REQUIREMENTS | PROPOSAL | |
| Regulations Bylaw No. 8000 Section 11.8 – Agri-tourist Accommodation ¹ | | | |
| Minimum Lot Size | 4.o ha | 9.76 ha | |
| Maximum Units Per hectare | 1 unit per hectare | 9 units | |
| Site Coverage | 5% | 3.16% | |
| Setback to any lot line | 10 M | 14 m or greater | |
| Surfacing | Permeable Surfacing | Permeable Surfacing (Crushed Gravel) | |
| Landscape Buffer | Level 5 Landscape Buffer (including fencing) around the perimeter of the agri-tourist accommodation and abutting properties | Fencing along the orchard, wetland and property to the south. | |
| Sanitary | Sanitary Dump provided | Sanitary Dump provided | |
| | | | |

¹ Per Bylaw 8000, Section 11.8 (Note the property received zoning prior to this section being deleted from bylaw, but the section applies to the property).

5.0 Current Development Policies

5.1 Kelowna 2030 Official Community Plan: Greening Our Future (OCP)

Farm Protection DP Guidelines¹

The objectives of the Farm Protection DP Guidelines are to:

- protect farm land and farm operations;
- minimize the impact of urban encroachment and land use conflicts on agricultural land; and
- minimize conflicts created by activities designated as farm use by ALC regulation and non-farm uses within agricultural areas.

Guidelines²

On agricultural lands, where appropriate, locate all buildings and structures, including farm help housing and farm retail sales, within a contiguous area (i.e. homeplate). Exceptions may be permitted where the buildings or structures are for farm use only.

¹ City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.2 - 15.4.

² City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.3

Objectives

Objective 5.33 Protect and enhance local agriculture³.

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

Objective 5.34 Preserve productive agricultural land⁴.

Policy. 3 Homeplating. Locate buildings and structures, including farm help housing and farm retail sales area and structures, on agricultural parcels in close proximity to one another and where appropriate, near the existing road frontage. The goal should be to maximize use of existing infrastructure and reduce impacts on productive agricultural lands.

6.o Technical Comments

6.1 Building & Permitting Department

- Any retaining walls or slope stability to platform the building sites are required to be designed by a geotechnical engineer and the work done as part of the subdivision.
- Locations of rock pits to clearly determined on site grading plans and comment for design should be provided in the geotechnical report.
- Any sloped areas above the building platform should have a drainage swale system before the property line to deal with potential overland water flows issues.
- Fire department should provide comment on the required turn a rounds or hammer heads required for phased road construction.

6.2 Development Engineering Department

- The requirements for setbacks, buffers and landscaping must be considered. Development Engineering will defer comment on those and other issues to the City Suburban and Rural Planning Manager.
- This application has no impact on existing municipal infrastructure.
- This property is limited to one access on McKenzie Road, paved, maximum 6m.
- Demonstrate safe sight line distances at access.
- The short cut across the SW corner of 1160 McKenzie Rd at Gibson Rd poses safety issues. Provide 6m corner rounding and close the shortcut route to vehicles. Alternatively, the applicant may dedicate this area to the City for future intersection improvements.

6.3 Fire Department

The Building Inspections Department Manager has reviewed the plans for access to a fire hydrant. There is one within 45 metres of the property along McKenzie Road. While this satisfies the City's requirements for fire hydrant access, the applicant may want to inquire with their insurance provider to see if a private hydrant is required for their coverage.

³ City of Kelowna 2030 Official Community Plan (2011) - Development Process Chapter; p. 5.35.

⁴ City of Kelowna 2030 Official Community Plan (2011) – Development Process Chapter; p. 5.36.

7.0 Application Chronology

Date of Application Received: May 16, 2017

Date Landscape Plan Completed: August 1, 2017

Agricultural Advisory Committee June 8, 2017

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on June 8, 2017 and the following recommendations were passed:

Moved by Ed Schiller/Seconded by Tarsem Goraya

THAT the Agricultural Advisory Committee recommends that Council support Development Permit Application No. DP17-0130 for the property located at 1160 McKenzie Road for buffering of a recreational vehicle site for nine (9) RV sites in the A1t - Agriculture 1 with Agri-tourist Accommodation zone;

AND THAT Agricultural Advisory Committee recommends that Council put in place measures to ensure that the buffering as proposed be completed.

Carried

Report prepared by:

Melanie Steppuhn, Land Use Planner

| Reviewed by: | Todd Cashin, Subdivision, Suburban and Rural Planning Manager |
|--|---|
| Reviewed by Approved for Inclusion: | Ryan Smith, Community Planning Department Manager |
| Approved for Inclusion: | Doug Gilchrist, Divisional Director, Community Planning & Rea Estate |

Attachments:

Draft Development Permit Schedule A - Site and Grading Plans Schedule B - Landscape Plan Site Photos

DRAFT DEVELOPMENT PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP17 -0130

| Issued To: | Karmjit S. Gill, Balvir K. Gill and Avineet S. Gill | |
|------------------------|---|--|
| Site Address: | 1160 McKenzie Road, Kelowna BC | |
| Legal Description: | Lot 4, Section 25, Township 26, ODYD Plan 1760 Except Plan KAP60715 | |
| Zoning Classification: | A1t – Agriculture 1 with Agri-tourism Accommodation | |
| Development Permit Ar | ea: Farm Protection | |

SCOPE OF APPROVAL

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

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

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

1. TERMS AND CONDITIONS

THAT Development Permit No. DP17-0130 for Lot 4, Section 25, Township 26, ODYD Plan 1760 Except Plan KAP60715, located at 1160 McKenzie Rd, Kelowna, BC to allow the construction of Agri-tourist Accommodation Recreational Vehicle Site for nine units be approved subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) Landscaping to be provided on the land be in accordance with Schedule "B"; and
- c) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

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

2. PERFORMANCE SECURITY

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

- a) A Certified Cheque in the amount of \$_____ OR
- b) An Irrevocable Letter of Credit in the amount of \$ 60,146.88 .

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

3. DEVELOPMENT

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

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

This Permit IS NOT a Building Permit.

4. Indemnification

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

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

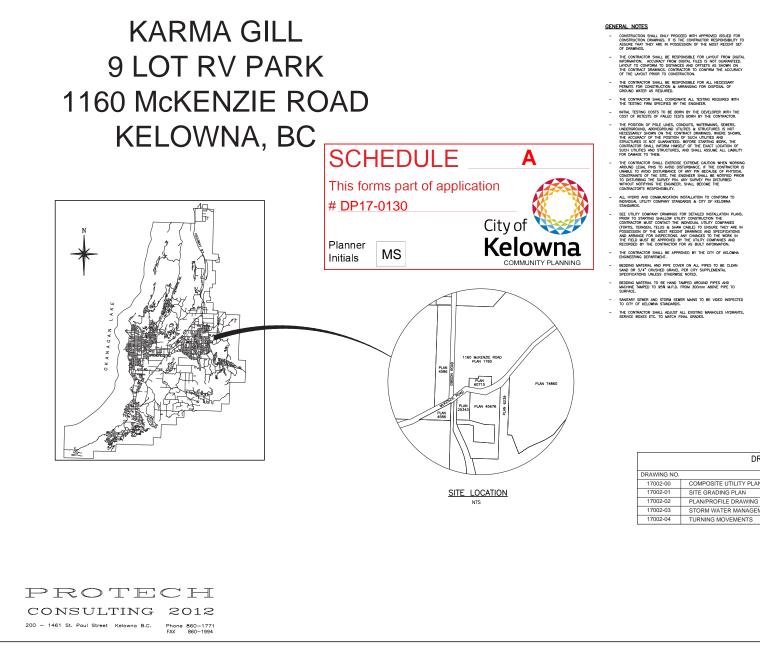
5. APPROVALS

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

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

Date

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

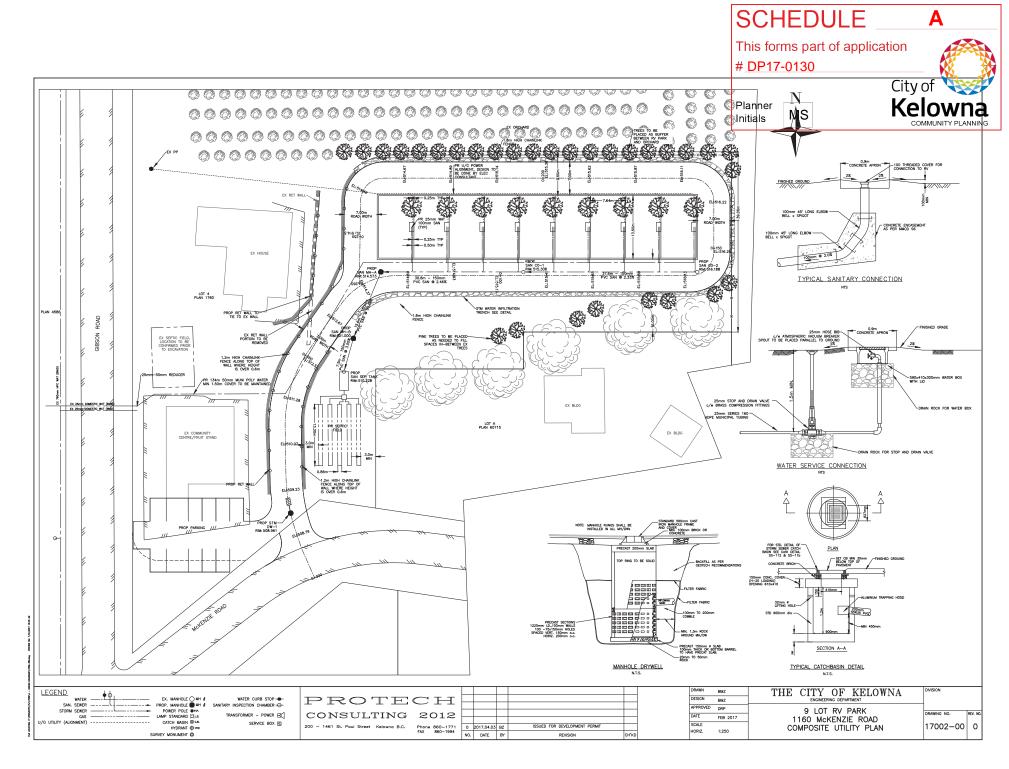


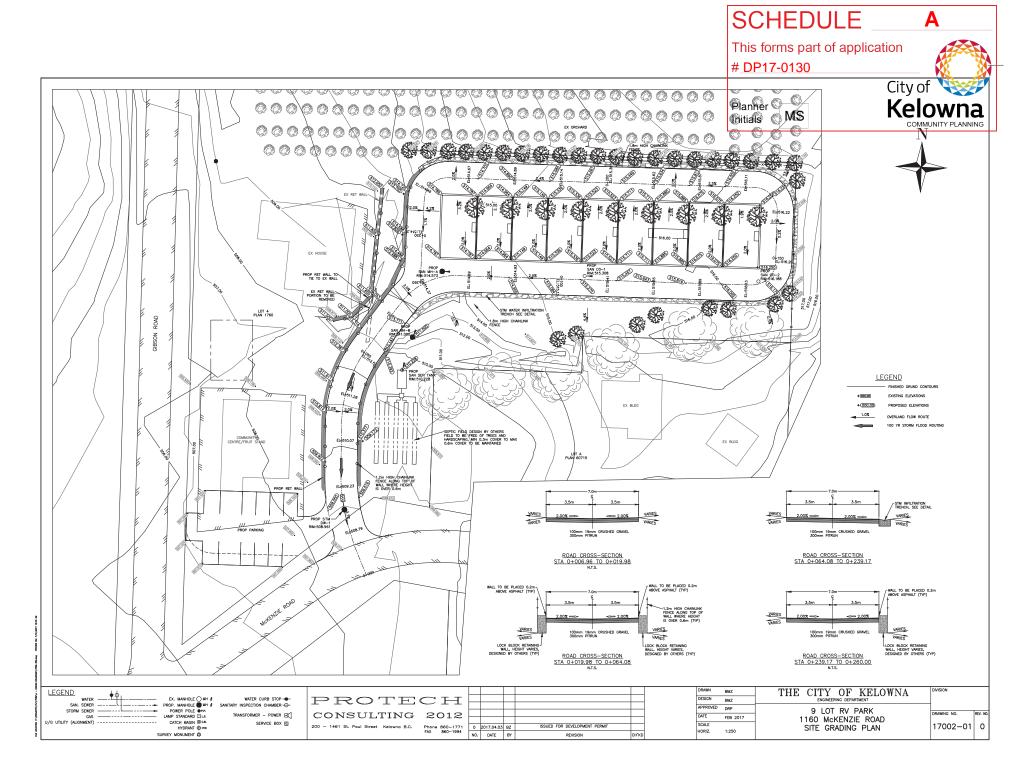
- EXISTING EDGE OF PAVEMENT ELEVATIONS TO BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION TO ENSURE CROSSFALL OF BETWEEN $1\pi\,-\,3\pi.$
- THE CONTRACTOR'S SURVEYOR SHALL PROVIDE ELEVATIONS OF TOP OF ASPHALT AT THE EDGE OF THE SAMCUT PRIOR TO POURING CURB AND GUTTER IN ORDER THAT CURB DESIGN GRADES MAY BE CHECKED BY THE ENGINEER.
- ALL CATCH BASIN GRATE ELEVATIONS TO BE SET A MIN. OF 30mm BELOW DESIGN GUTTER ELEVATION.
- WHERE PAVEMENT IS LEFT LOW FOR FUTURE OVERLAY CATCH BASIN GRATES TO BE SET 40mm BELOW DESIGN GUTTER ELEVATIONS.
- ALL SANITARY SEWER SERVICES AND ALL STORM SEWER CONNECTIONS TO HAVE 2X4 MARKERS AT INVERTS OF PIPES TO ABOVE GROUND SURFACE WITH MARKERS TO SHOW DEPTH TO
- SANITARY AND STORM SEWER SERVICES TO BE INSTALLED AT 2% GRADE UNLESS OTHERWISE NOTED. RISER TYPE NOT APPROVED UNLESS OTHERWISE NOTED.
- ALL WORK TO CONFORM TO THE LATEST EDITION OF M.M.C.D., CITY OF KELOWINA BYJAW #7800 AND APPLICABLE PLUMBING CODE UNLESS OTHERWISE NOTED ON DRAWING, WHERE DESCREPENCIES COCUR THE CITY OF KELOWINA BYJAU SHALL GOVERN.
- STORM SEWER TO BE ULTRA RIB PVC (PERFORATED WHERE SHOWN).
 ALL STORM SEWER CATCH BASIN LEADS TO BE 200mm DIAMETER SINP 35 purp.
- THE CONTINUEDRE AND CONSULTIVE ARE TO COMPLETE ALL THE-INS AND DISCOMMENTS FOR BOAT NEETERS (MT SERIER AND DRAINAGE CONTINUEDRE IS TO CORDINATE THE SERIE AND THE AND CONTINUEDRE IS TO CORDINATE THIS WITH THE UTILITY CONSTRUCTION SERVICE FERSION (250-470-496) AT LEAST TWO CONTINUEDRE DIS CONTINUEDRE FORM BUILD, PROR TO SCHEDULARD, THE CONTINUEDRE IS TORNIA FANO USIGE FEMAL TE-INS, PROR APPROVAL IS REQUIRED FORM BUILD, PROR TO SCHEDULARD, THE CONTINUEDRE MORE BUILD, PROR TO SCHEDULARD, THE CONTINUEDRE MORE BUILD, PROR TO SCHEDULARD, THE CONTINUEDRE MORE TORNIA FANO USIGE FEMAL
- ALL NEW MANHOLSS AND DRAINAGE DRYNELLS TO COME WITH FRAME AND COVER MEETING CITY OF KELDWINA STANDARD SS-815 & CSA STANDARD A2574-M82, CONCRETE TOP TO HAVE 782mm OPENIOL STELL FRAME OF MARE IS OPENIOD STATEMENT AND AND ADDR STELL FRAME OF MARE IS OPENIOD STATEMENT AND ADDR CONSTRUCTION TO HAVE THE CONCRETE TOP, AND THE STELL FRAME & COVER UPGINDED TO THAT STANDARD.
- ALL MANHOLE FRAMES AND COVERS INSTALLED IN HARD SURFAC APPLICATIONS TO BE ADJUSTABLE (TERMINAL CITY C44A OR EQUIVALENT);

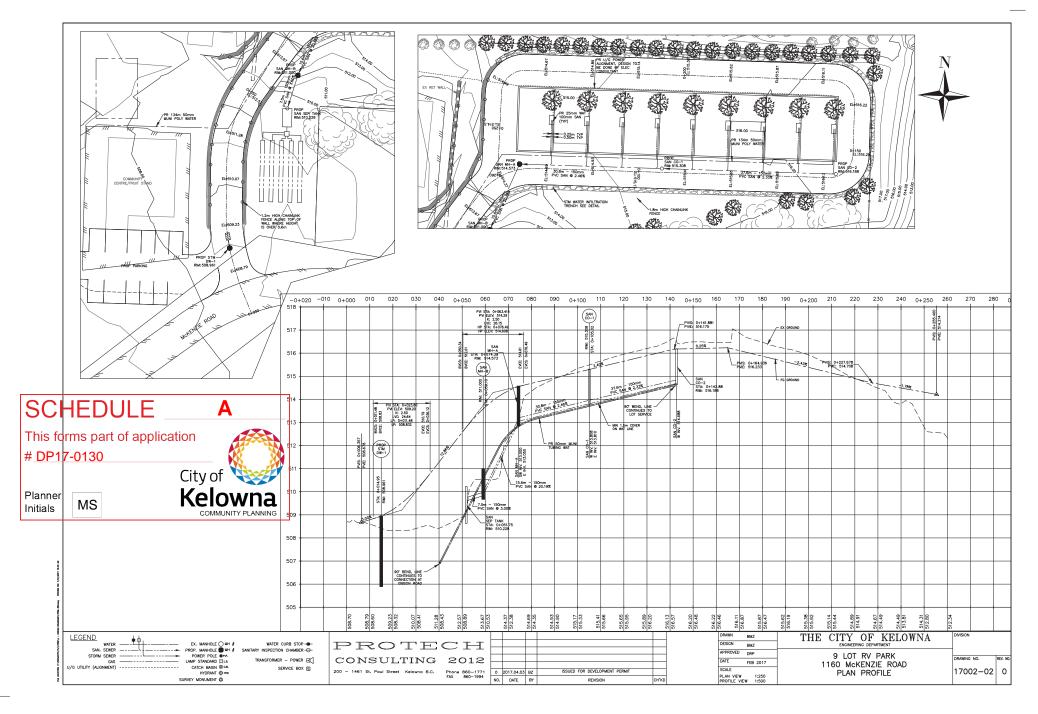
| DRAWING LIST | | | |
|--------------|-----------------------------|--|--|
| DRAWING NO. | NG NO. DRAWING DESCRIPTION | | |
| 17002-00 | COMPOSITE UTILITY PLAN | | |
| 17002-01 | SITE GRADING PLAN | | |
| 17002-02 | PLAN/PROFILE DRAWING | | |
| 17002-03 | STORM WATER MANAGEMENT PLAN | | |
| 17002-04 | TURNING MOVEMENTS | | |

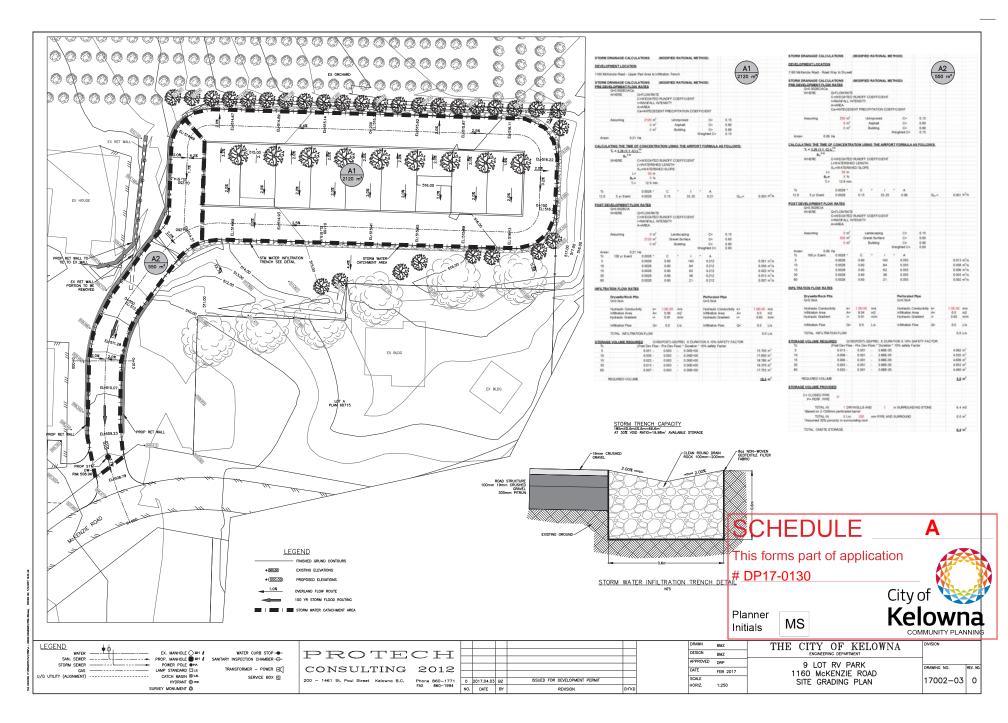
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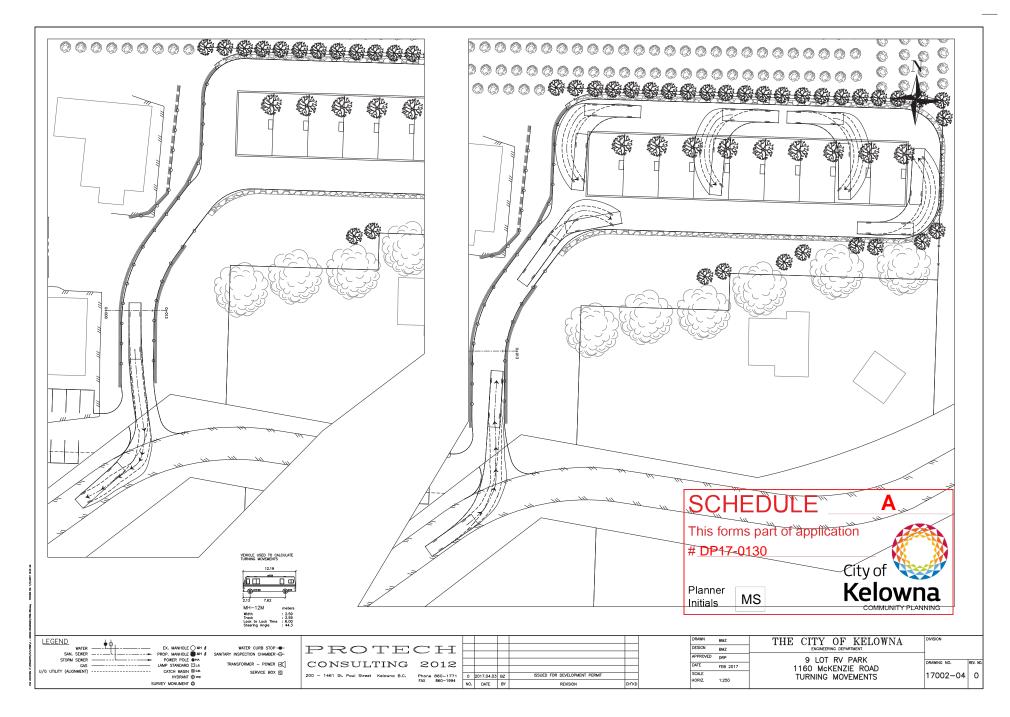
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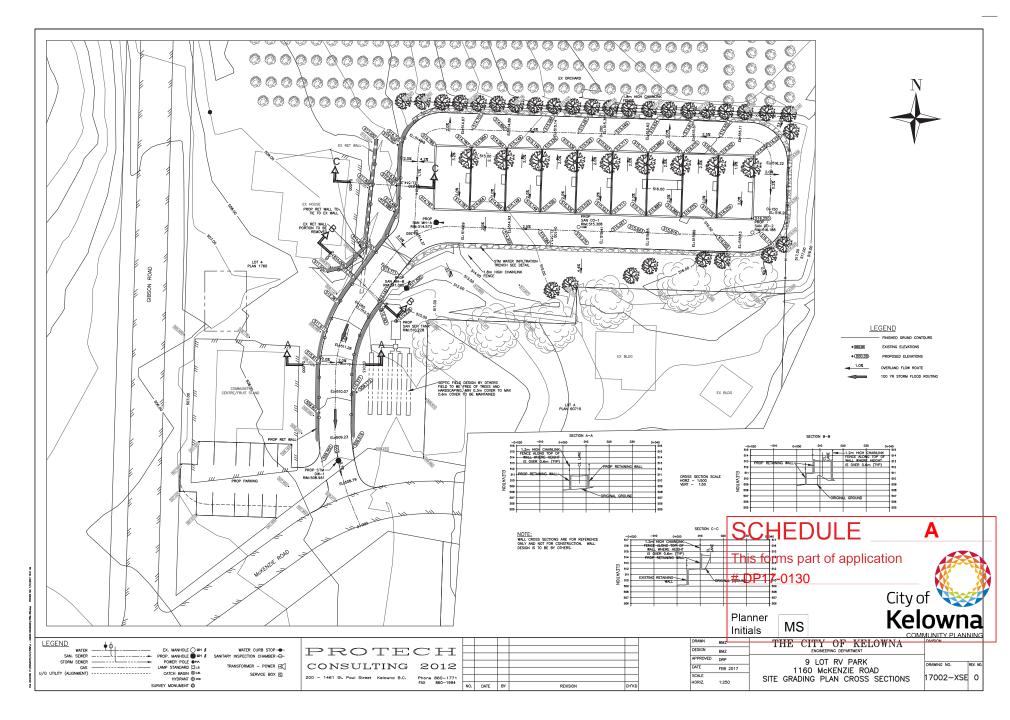
































BYLAW NO. 11373

Official Community Plan Amendment No. OCP16-0022 – Temporary Farm Worker Housing

A bylaw to amend the "Kelowna 2030 – Official Community Plan Bylaw No. 10500".

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

 THAT "*Kelowna 2030* – Official Community Plan Bylaw No. 10500", Chapter 5 – Development Process, Agricultural Land Use Policies, Objective 5.34 Preserve productive agricultural land, policy .2 be deleted that reads:

"Farm Help Housing. Accommodation for farm help on the same agricultural parcel will be considered only where:

- agriculture is the principal use on the parcel, and
- the applicant demonstrates that the additional housing is necessary to accommodate farm employee(s) whose residence on the farm property is considered critical to the overall operation of the farm. The primary consideration is whether the scale of the farm operation is large enough that permanent help is deemed necessary.

Temporary farm worker housing (e.g. bunkhouse accommodation on non-permanent foundations) is the preferred solution where the need for farm worker housing is justified."

And replace it with:

"Farm Help Housing. As a first option, farm help housing should be located within the Permanent Growth Boundary providing access to amenities for workers. Accommodation for farm help on the same farm unit will be considered only where:

- agriculture is the principal use on the parcel, and
- the applicant demonstrates that the additional housing is necessary to accommodate farm employee(s) whose residence on the farm property is considered critical to the overall operation of the farm. The primary consideration is whether the scale of the farm operation is large enough that help is deemed necessary.

Temporary farm worker housing (e.g. bunkhouse accommodation on non-permanent foundations) is the preferred solution where the need for farm worker housing is justified."

2. THAT "*Kelowna 2030* – Official Community Plan Bylaw No. 10500", Chapter 15 – Farm Protection DP Guidelines, Category be amended by deleting:

"Sec. 919 (c) of the Local Government Act for the protection of farming."

And replace it with the following:

"Sec. 488 (1) (c) of the Local Government Act for the protection of farming."

- 3. THAT "Kelowna 2030 Official Community Plan Bylaw No. 10500", Chapter 15 Farm Protection DP Guidelines, Properties Affected 1. b ii be amended by deleting the reference to "agri-tourist accommodation" and renumber subsequent sub-paragraphs;
- 4. THAT "*Kelowna 2030* Official Community Plan Bylaw No. 10500", Chapter 15 Farm Protection DP Guidelines, Guidelines be amended by adding a new section 1.8 in its appropriate location:

"1.8 Design temporary farm working housing such that:

- Temporary farm worker housing should use all existing dwellings within the farm unit, prior to building new temporary farm worker housing, unless the existing dwellings are used for a use consistent with the Agriculture Land Commission Act. Alternatively, the existing dwellings on the farm unit must be removed, decommissioned to an approved use or demolished including decommissioning the existing septic system, prior to the authorization of a new temporary farm worker housing structure.
- Temporary farm worker housing footprint should be contiguous with the residential footprint (i.e. homeplate) and / or within 50 metres of the road and/or located to maximize agricultural potential and limit negative impacts on the farm parcel.
- Temporary farm worker housing should have a minimum 3 metre wide vegetated buffer for screening to adjacent property lines and between the temporary farm worker housing and active farming areas.
- 5. 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 10th day of April, 2017.

Considered at a Public Hearing on the 2nd day of May, 2017.

Amended at first reading by the Municipal Council this 19th day of June, 2017.

Re-considered at a Public Hearing on the 11^{th} day of July 2017

Read a second and third time by the Municipal Council this 11th day of July 2017.

Approved by the Ministry of Agriculutre this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

BYLAW NO. 11374 TA16-0015 – Temporary Farm Worker Housing Amendments

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:

 THAT City of Kelowna Zoning Bylaw No. 8000, Section 2 – Interpretation, 2.3 General Definitions, be amended by deleting the definition for AGRICULTURAL DWELLINGS, ADDITIONAL that reads:

"AGRICULTURAL DWELLINGS, ADDITIONAL means any dwelling on a bona fide agricultural operation that is used to house full-time permanent or seasonal farm workers employed on the same site as the agricultural operation only. This may include but is not limited to single detached houses, mobile homes, or bunkhouses."

and replace it with a new definition as follows:

"AGRICULTURAL DWELLING(S), ADDITIONAL means any **dwelling** on a bona fide agricultural operation that is used to house full-time permanent or **temporary farm workers** employed on the **farm unit**. This may include but is not limited to single detached houses, **mobile homes**, or bunkhouses."

- 2. AND THAT City of Kelowna Zoning Bylaw No. 8000, Section 2 Interpretation, 2.3 General Definitions, be amended by adding a new definition for:
 - a) **FARM UNIT** in its appropriate location that reads:

"FARM UNIT means one or more contiguous or non-contiguous parcels, that may be owned, rented or leased, within City limits, which forms and is managed as a single farm."

b) **ON-FARM PROCESSING** in its appropriate location that reads:

"ON-FARM PROCESSING means the undertaking of processes, including grading, packing, mixing, drying, canning, size reduction, fermentation, heat treatments, cold treatments, chemical treatments, and biological treatments on a **farm unit** to:

- Prepare value added products from farm products to sell, or
- Prepare feed for livestock, poultry, farmed game, located on the farm

But excludes on-farm composting, on-farm soil preparation, and on-farm soilless medium production."

c) **RESIDENTIAL FOOTPRINT** in its appropriate location that reads:

"RESIDENTIAL FOOTPRINT means the portion of a lot that includes all structures, landscaping, driveways and parking areas associated with the principal dwelling, including but not limited to the principal dwelling, mobile home for family, home based business (minor, major and rural), accessory structures including garage and storage, recreation areas (including pools and sport courts), and outdoor living areas. Structures not included in the residential footprint are agricultural structures, including greenhouses, agricultural and garden stands and those structures associated with the temporary farm worker housing footprint." d) **TEMPORARY FARM WORKER(S)** in its appropriate location that reads:

"TEMPORARY FARM WORKER(S) means an individual or individuals who carry out agricultural work on a temporary and seasonal basis on a **farm unit**."

e) **TEMPORARY FARM WORKER HOUSING (TFWH)** in its appropriate location that reads:

"TEMPORARY FARM WORKER HOUSING (TFWH) means a dwelling to temporarily accommodate **temporary farm worker(s)**, which is accessory to a **farm unit**, that is used to provide space for cooking, sanitary, living and sleeping."

f) **TEMPORARY FARM WORKER HOUSING (TFWH) FOOTPRINT** in its appropriate location that reads:

"TEMPORARY FARM WORKER HOUSING (TFWH) FOOTPRINT means the portion of a lot that includes all structures, driveways and parking areas associated with the **temporary farm worker housing,** including but not limited to structures for cooking, sanitary, living and sleeping. The footprint does not include the vegetated buffer."

3. AND THAT City of Kelowna Zoning Bylaw No. 8000, Section 9 – Specific Use Regulations, be amended by adding a new section 9.13 Temporary Farm Worker Housing as follows:

"9.13 Temporary Farm Worker Housing

- 9.13.1 The following requirements must be met prior to the issuance of a permit for a **Temporary Farm Worker Housing (TFWH)** structure:
 - (a) Farm Classification for the parcel, as determined by the *BC* Assessment Act.
 - (b) Minimum farm unit size is 3.8 ha.
 - (c) The need for **temporary farm worker housing** onsite to house **temporary farm workers** must be demonstrated through documentation such as a contract with the federal government through a migrant worker program, such as the Seasonal Agricultural Worker Program, farm receipts and / or previous employment records, and/or a farm plan prepared by a professional agrologist.
 - (d) New **TFWH** structures shall include a communal kitchen.
 - (e) The **TFWH** shall be occupied only during the **farm u**nit's growing, harvesting and pruning periods.
 - (f) A statutory declaration must be filed with the City of Kelowna annually, by January 31st, stating that the building will be used only for TFWH and specify the time(s) of year when the TFWH will be occupied. The specified period of time may be no greater than ten months of that calendar year."
 - (g) If the **temporary farm worker housing** is vacant for two consecutive growing seasons, the owner will remove, at their expense, any temporary structures for **temporary farm worker housing**, and remove or decommission any existing buildings that had been repurposed for **temporary farm worker housing** purposes, by December 31st of the second year of vacancy.

9.13.2 **TFWH** Footprint Size

a) **TFWH footprint** may not exceed 0.20 ha for **structure(s)** to accommodate a maximum of forty **temporary farmworkers** and may not exceed 0.30 ha for **structure(s)** to accommodate a maximum of sixty **temporary farm** workers."

9.13.3 TEMPORARY FARMWORKER ALLOCATION

- (a) **Structure(s)** to accommodate a maximum of **forty temporary farm workers** per each city sector as identified on **Official Community Plan** Map 5.4 for parcels up to eight hectares. For parcels eight hectares or more, **structure(s)** to accommodate a maximum of sixty **temporary farm workers** per each city sector as identified on **Official Community Plan** Map 5.4.
- (b) **Farm units** with **greenhouses** and/or **on-farm processing** structures may increase allowable number of workers by 1 worker per each 1000 m2 of **greenhouse** and/or **on-farm processing** structures.
- (c) Where a farm unit comprises multiple parcels of land, a restrictive covenant shall be registered on all farm unit parcels within the same sector of the temporary farm worker housing as identified on Official Community Plan Map 5.4 restricting the development of further TFWH on said parcels within that sector.
- 4. AND THAT City of Kelowna Zoning Bylaw No. 8000, Section 11 Agricultural Zones, be amended by:
 - a) Deleting "agricultural dwellings additional" in section 11.1.3 Secondary Uses and replacing it with "agricultural dwelling(s) additional"; and
 - b) Adding a new subparagraph (f) to **Section 11.1.4 Buildings and Structures Permitted** that reads:

"f) **TFWH** may be in one of the following structure types:

- i. Existing **structure** with a Building Permit that was approved at least 2 years prior to **TFWH** application, to be converted into **TFWH**, on the parcel within the **farm unit**.
- ii. New **TFWH** must be in temporary **structures** on non-permanent foundations, such that it is designed to be removed by a truck or vehicle. Concrete pads or foundations are not permitted."
- 5. 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 10th day of April, 2017.

Considered at a Public Hearing on the 2nd day of May, 2017.

Amended at first reading by the Municipal Council this 19th day of June, 2017.

Re-Considered at a Public Hearing on the 11th day of July 2017.

Read a second and third time by the Municipal Council this 11th day of July 2017.

Approved under the Transportation Act this 17th day of July, 2017.

Blaine Garrison (Approving Officer-Ministry of Transportation)

Approved by the Ministry of Agriculutre this 24th day of August, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

BYLAW NO. 11375

Amendment No. 5 to Development Applications Procedures Bylaw No. 10540

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Procedures Bylaw No. 10540 be amended as follows:

- THAT Section 1 Introduction, 1.3 Scope, 1.3.7 be deleted that reads "An application for an Additional Dwelling for Farm Employee Permit" and replaced with "An application for a Temporary Farm Worker Housing Permit";
- 2. AND THAT Section 1 Introduction, 1.4 Definitions, 1.4.1 be ameded by:
 - a) adding a new definition in its appropriate location for 'Agricultural Advisory Committee' that reads:

"Agricultural Advisory Committee' means an advisory committee established by Council."

b) adding a new definition in its appropriate location for '**Community Planning**' that reads:

"Community Planning' means the City of Kelowna's Community Planning Department.";

c) adding a new definition in its appropriate location for **'Temporary Farm Worker Housing Permit, Minor Direct**' that reads:

"Temporary Farm Worker Housing Permit Minor Direct' means a permit authorized by Section 15 (1) of the Community Charter, issued by the **Department Manager, Community Planning** that applies to development that meets the following criteria:

- Is for eight or fewer sleeping units in one or more Temporary farm worker agricultural dwellings for the accommodation of an employee(s) paid to work for no greater than 10 months per calendar year; and
- Is consistent with the applicable guidelines and policies of the **Official Community Plan** and regulations of the **Zoning Bylaw**."
- d) adding a new definition in its appropriate location for **'Temporary Farm Worker Housing Permit, Major Direct**' that reads:

"**Temporary Farm Worker Housing Permit Major**" means a permit authorized by Section 15(1) of the Community Charter for the accommodation of an employee(s) paid to work on a farm for no greater than ten months per calendar year."

e) deleting the definition for "Additional Dwelling for Farm Employee Permit" that reads:

"Additional Dwelling for Farm Employee Permit' means a permit authorized by Section 15(1) of the *Community Charter* for the accommodation of a full-time employee or employees paid to work on a farm operation."

f) deleting all references to "Director of Land Use Management" and replacing it with "Department Manager, Community Planning";

- g) deleting the definition for 'Land Use Management' that reads "Land Use Management' means the City of Kelowna's Land Use Management Department;"
- h) deleting all references to 'Land Use Management' and replacing it with 'Community Planning';
- 3. AND THAT Section 2 General Provisions, 2.1 Making Application, 2.1.2 Application Requirements and Processing (h) be deleted that reads:
 - "h) An Application for an **Additional Dwelling for Farm Employee Permit** will be made and processed substantially in accordance with Schedule '9' of this bylaw."

And replaced with:

- "h) An Application for a **Temporary Farm Worker Housing Permit** will be made and processed substantially in accordance with Schedule '9' of this bylaw."
- 4. AND THAT Section 2 General Provisions, 2.3 Delegation of Authority, 2.3.4 Issuance or Refusal of Additional Dwelling for Farm Employee Permits be deleted that reads:

"2.3.4 Issuance or Refusal of Additional Dwelling for Farm Employee Permits

The powers of **Council** under Section 15(1) of the *Community Charter* to issue, to refuse, to amend and to set conditions for permits for the placement of dwellings for the accommodation of farm help, in accordance with the *Agricultural Land Commission Act* and Regulations."

And replaced with:

"2.3.4 Issuance of Temporary Farm Worker Housing Permits

The powers of **Council** under Section 15(1) of the *Community Charter* to issue, to amend and to set conditions for permits for the placement of dwellings for the accommodation of Temporary farm workers, in accordance with the *Agricultural Land Commission Act* and Regulations."

- 5. AND THAT Section 2 General Provisions, 2.4 Development Approval Information, 2.4.2 (s) be deleted that reads:
 - "(s) Any other topic in relation to which the **Director of Land Use Management** considers the proposed activity or development impacts the jurisdiction of the **City**."

And replaced with:

- "s) Agricultural impacts, including, but not limited to a soils assessment;
- t) Any other topic in relation to which the **Department Manager, Community Planning** considers the proposed activity or development impacts the jurisdiction of the **City**."
- 6. AND THAT Schedule '9' Applications for Additional Dwelling for Farm Employee Permits be deleted in its entirety that reads:

"Schedule '9' Applications for Additional Dwelling for Farm Employee Permits

This information is meant as a general guide only and is not regarded as the right to development approval if the steps indicated are followed.

1.0 APPLICATION REQUIREMENTS

The following information will be required to accompany an application for an **Additional Dwelling for Farm Employee Permit** under this Bylaw:

1.1 State of Title, printed within ninety (90) days before making application, for all properties subject of the application;

1.2 **Owner**'s Authorization (where required);

1.3 Project Rationale outlining the justification for the additional farm help in relation to the agricultural activities, including maps, as necessary.

2.0 PROCESSING PROCEDURES

An **Additional Dwelling for Farm Employee Permit** application submitted in accordance with this bylaw will be processed as follows:

2.1 Upon receipt of an application package submitted to the City in accordance with the requirements of this bylaw, staff will issue a fee receipt to the applicant.

Land Use Management will review the application to determine whether it is complete and, if incomplete, will request the required information from the applicant. One Window Staff will open a file only upon a complete submission package.

2.3 **Land Use Management** will refer the application to all applicable **City** departments, government and external agencies.

2.4 Land Use Management will evaluate the proposal for compliance with relevant City bylaws and policies and relevant provincial regulations, which include but is not limited to Agricultural Land Reserve Use, Subdivision and Procedure Regulation.

2.5 Relevant technical comments will be incorporated into a staff report for consideration by the **Director** of Land Use Management.

2.6 Land Use Management will notify the applicant in writing of the decision of the Director of Land Use Management.

2.7 If authorized for issuance by the **Director of Land Use Management**, staff will prepare the required **Additional Dwelling for Farm Employee Permit**, related schedules and required covenants for signature."

And replaced with:

"Schedule '9' Applications for Temporary Farm Worker Housing Permits

This information is meant as a general guide only and is not regarded as the right to development approval if the steps indicated are followed.

1.0 TEMPORARY FARM WORKER HOUSING PERMIT MINOR DIRECT

- 1.1 Restriction on Delegation. As a restriction on Section 2.3.4, the Department Manager, Community Planning may only issue or amend Temporary Farm Worker Housing Permits that meet the following criteria:
 - The Permit is consistent with **OCP** DP Guidelines;
 - The Permit authorizes eight (8) or fewer sleeping units; and
 - No variances to the Zoning Bylaw are required.

Applications not eligible for issuance or amendment by the **Department Manager, Community Planning** must be considered by **Council.**

1.2 Application Requirements

a) The following information listed in Schedule '1' of this bylaw will be required to accompany an application for a **Temporary Farm Worker Housing Permit Minor Direct** under this bylaw:

| (a) Application Form | (g) Photographs |
|--|------------------------|
| (b) State of Title Certificate | (i) Site Plan |
| (c) Owner 's Authorization form (if applicable) | (j) Floor Plans |
| (d) Site Profile or Site Profile Waiver | (k) Elevation Drawings |
| (f) Project Rationale | (m) Landscape Plan |

b) Additional information may be required by the **Department Manager, Community Planning** to evaluate adequately and to issue a Permit, in accordance with Section 2.4 of this bylaw.

1.3 Processing Procedures

A **Temporary Farm Worker Housing Permit Minor Direct** application submitted in accordance with this bylaw will be processed as follows:

- a) Upon receipt of an application package submitted in accordance with the requirements of this bylaw, staff will issue a fee receipt to the applicant.
- b) **Community Planning** will review the application to determine whether it is complete and, if incomplete, will request the required information from the applicant. One Window Staff will open a file only once a complete package has been submitted.
- c) **Community Planning** will refer the application to all applicable City departments.
- d) **Community Planning** will evaluate the proposal for compliance with relevant City bylaws and policies.
- e) Relevant technical comments will be incorporated into a staff report for consideration by the **Department Manager, Community Planning**.
- f) **Community Planning** will notify the applicant in writing of the decision of the **Department Manager, Community Planning**.
- g) If authorized for issuance by the **Department Manager, Community Planning**, staff will prepare the required Permit and related schedules for signature, and obtain the required Landscape Bonding, pursuant to Section 2.8 of this bylaw.
- h) Upon sign-off of the Permit by the **Department Manager, Community Planning** and receipt of the related bonding, the Permit will be issued and then registered on the State of Title.

2.0 TEMPORARY FARM WORKER HOUSING PERMIT MAJOR

2.1 Application Requirements

a) The following information listed in Schedule '1' of this bylaw will be required to accompany an application for a **Temporary Farm Worker Housing Permit Major** under this Bylaw:

| (a) Application Form | (g) Photographs |
|--|------------------------|
| (b) State of Title Certificate | (i) Site Plan |
| (c) Owner 's Authorization form (if applicable) | (j) Floor Plans |
| (d) Site Profile or Site Profile Waiver | (k) Elevation Drawings |
| (f) Project Rationale | (m) Landscape Plan |

b) Additional information may be required the **Department Manager, Community Planning** to evaluate adequately and to make a recommendation to **Council** concerning a Permit, in accordance with Section 2.4 of this bylaw.

2.2 Processing Procedures

A **Temporary Farm Worker Housing Permit** application submitted in accordance with this Bylaw will be processed as follows:

- a) Upon receipt of an application package submitted in accordance with the requirements of this bylaw, staff will issue a fee receipt to the applicant.
- b) **Community Planning** will review the application to determine whether it is complete and, if incomplete, will request the required information from the applicant. Staff will open a file only upon a complete submission package.
- c) **Community Planning** will refer the application to all applicable City departments, and government and external agencies.
- d) **Community Planning** will evaluate the proposal for compliance with relevant City bylaws and policies.
- e) The applicant will undertake the form(s) of public notification and consultation required in accordance with Section 4 of this bylaw
- f) **Community Planning** will prepare a staff report and refer the application to the **Agricultural Advisory Committee**.
- g) The applicant is encouraged to attend the meeting of the **Agricultural Advisory Committee** at which the Permit application is being reviewed.
- h) Upon receipt of the recommendation of the Agricultural Advisory Committee and the comments of other referral agencies, Community Planning staff will prepare a staff report and draft Permit for review by Council.
- i) Staff of the **Office of the City Clerk** will notify the applicant in writing of the decision of **Council**.
- j) If authorized for issuance by **Council, Community Planning** staff will prepare the required Permit and related schedules for signature, and obtain the required Bonding, pursuant to Section 2.8 of this bylaw.

Upon sign-off of the Permit by the **Department Manager, Community Planning** and receipt of the related bonding, the Permit will be issued and then registered."

- 7. This bylaw may be cited for all purposes as "Bylaw No. 11375, being Amendment No. 5 to Development Applications Procedures Bylaw No. 10540."
- 8. 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 10th day of April, 2017.

Amended at third reading by the Municipal Council this 19th day of June, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

BYLAW NO. 11418

Official Community Plan Amendment No. OCP16-0005 – - 1638 & 1700 Tower Ranch Blvd

A bylaw to amend the "Kelowna 2030 – Official Community Plan Bylaw No. 10500".

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

- 1. THAT Map 4.1 GENERALIZED FUTURE LAND USE of "Kelowna 2030 Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of portions of Lot 2, Section 31, Townshipt 27, ODYD, Plan KAP80993 Except Plans KAP25114, KAP90346, EPP50442 and EPP64271, located at 1700 Tower Ranch Boulevard, from the REC – Private Recreation, S2RES – Single/Two Unit Residential, S2RESH – Single/Two Unit Residential Hillside and PARK – Parks and Open Space designations to the PARK – Parks and Open Space, S2RES – Single/Two Unit Residential and S2RESH – Single/Two Unit Residential (Hillside) as shown on Map "A" attached to and forming part of this bylaw;
- 2. AND THAT Map 4.1 GENERALIZED FUTURE LAND USE of "Kelowna 2030 Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of portions of portions of Lot 1 Section 31 TWP 27 ODYD Plan KAP80993, located at 1638 Tower Ranch Blvd, Kelowna, BC from S2RESH – Single/Two Unit Residential (Hillside) designation to the REC – Private Recreation designation as shown on Map "A" attached to and forming part of this bylaw;
- 3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

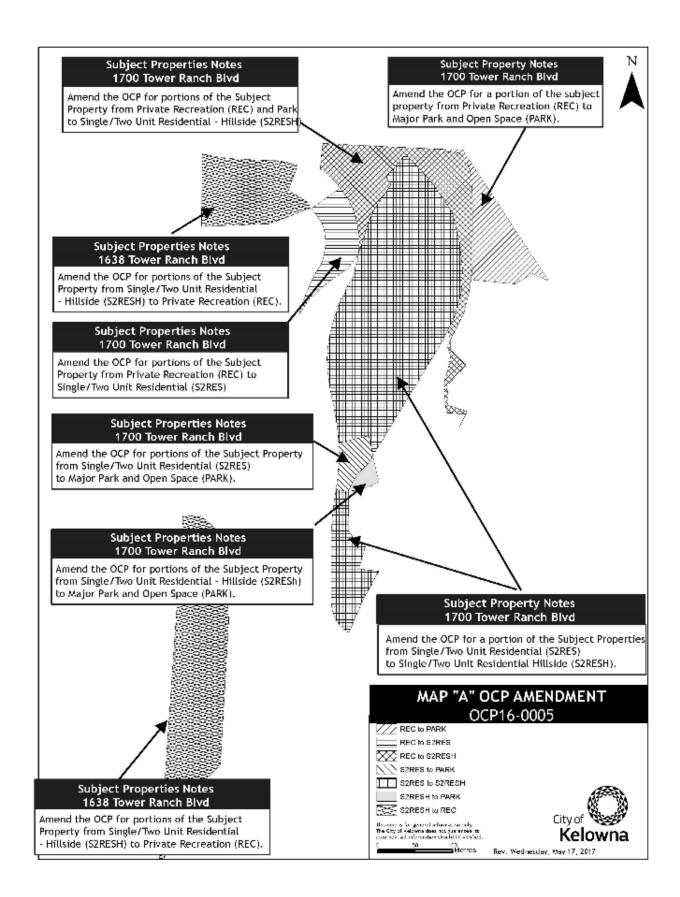
Read a first time by the Municipal Council this 29th day of May, 2017.

Considered at a Public Hearing on the 27th day of June, 2017.

Read a second and third time by the Municipal Council this 27th day of June, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor



BYLAW NO. 11419 Z16-0078 – 1638 & 1700 Tower Ranch Blvd

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:

- THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot 2 Section 31 TWP 27 ODYD Plan KAP80933 Except Plans KAP85114, KAP90346, EPP50442 and EPP64271, located at 1700 Tower Ranch Boulevard, Kelowna, BC, from the P3 – Parks and Open Space, RU1h – Large Lot Housing (Hillside Area), RU6 – Two Dwelling Housing zones to the P3 – Parks and Open Space, RU2h - Medium Lot Housing (Hillside Area) and RU6 – Two Dwelling Housing zones as per Map "B" attached to and forming part of this bylaw.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

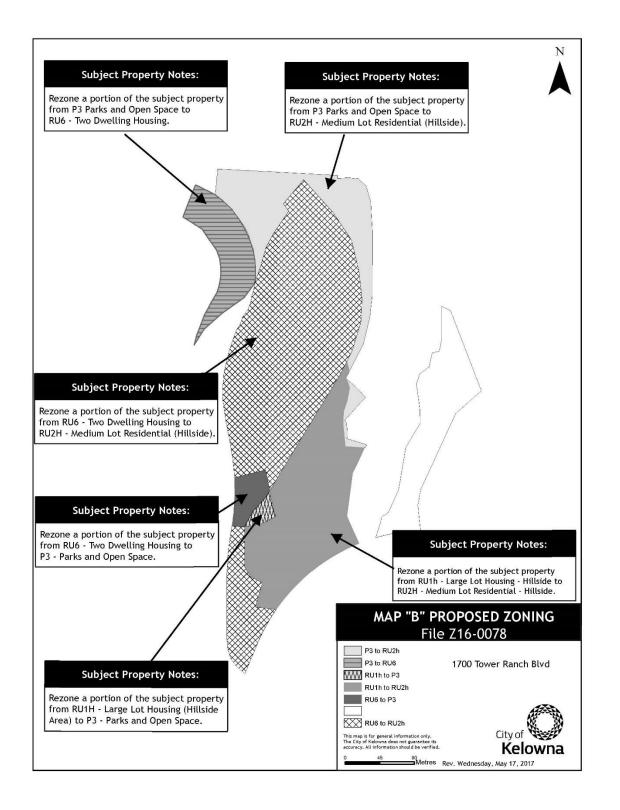
Read a first time by the Municipal Council this 29th day of May, 2017.

Considered at a Public Hearing on the 27^{th} day of June, 2017.

Read a second and third time by the Municipal Council this 27th day of June, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor



Report to Council



| Date: | September 18, 2017 | |
|----------|---|--|
| File: | 0270-01 — General — salaries and wages - payroll | |
| То: | City Manager | |
| From: | Rob Mayne, Divisional Director, Corporate and Protective Services | |
| Subject: | Retroactive Pay - Regular Members of the RCMP | |
| | Report Prepared by: Stacey Jackson, Police Services Manager | |

Recommendation:

THAT Council receives, for information, the report from the Police Services Manager dated September 18, 2017 with respect to the retroactive payment to regular members of the City of Kelowna's RCMP detachment;

AND THAT Council authorize the additional expenditure of \$1,111,297.92 for the new pay package that covers the period January 1, 2015 to December 31, 2016;

AND FURTHER THAT the 2017 Financial Plan be amended to include \$1,111,297.92 funded from the RCMP Contract reserve.

Purpose:

To amend the 2017 Financial Plan to include the retroactive payment for the new pay package for regular members of the RCMP.

Background:

On December 31, 2014 the pay package for regular member of the RCMP expired. The Treasury Board of Canada did not approve a new pay package for regular members of the RCMP for 2015 and 2016 until April 2017.

In the new pay package regular members received a 1.25% increase dated January 1, 2015 and 1.25% dated January 1, 2016 with an additional market adjustment allowance of 2.3% dated April 1, 2016. These increases total 4.8% which resulted in a retroactive payment of \$1,111,297.92. This total includes a retroactive payment for increases to: regular and overtime pay, senior constable allowance, and the corresponding pensionable costs.

Internal Circulation: Financial Planning Manager

Financial/Budgetary Considerations: The retroactive pay increase was anticipated but is not part of the City's current financial plan. The 2017 Financial Plan will require an addition of \$1,111,297.92 funded from the RCMP Contract reserve.

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

Submitted by:

R. Mayne, Divisional Director, Corporate and Protective Services

RM

(It is expected that the person submitting and signing the report is the person who will present to Council)

Approved for inclusion:

Divisional Director, Corporate and Protective Services

CC:

Rob Mayne, Divisional Director, Corporate and Protective Services Genelle Davidson, Divisional Director, Financial Services

Report to Council



| Date: | 09/18/2017 | |
|----------|--|------|
| File: | 1125-01-013 | |
| То: | City Manager | |
| From: | J. Säufferer, Real Estate Services | |
| Subject: | Long Term Lease: Portion of 4629 Lakeshore Road (the "Surtees Proper | ty") |
| | Report Prepared by: B. Walker, Property Officer II | |

Recommendation:

THAT Council approves a long term land lease of a portion of 4629 lakeshore Road, as per the terms and conditions outlined in the Agreement to Lease between the City of Kelowna and JEM HTB Properties Inc. dated September 13, 2017, and attached to the report of the Manager, Real Estate Services dated September 18, 2017;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete the Agreement to Lease;

AND THAT all funds received from the lease, estimated at \$200,000, be credited towards Project 286602R;

AND FURTHER THAT the 2017 Financial Plan be amended accordingly.

Purpose:

To enter into an Agreement to Lease with Worman Commercial (doing business as JEM HTB Properties Inc.) for a +/- 0.69 acre portion of 4629 Lakeshore Road for a period of 75 years.

Background:

The subject property (known as the "Surtees Property") has significant historical value for the Okanagan, featuring two heritage buildings that visually communicate what Kelowna was like in the early part of the 1900's. The Surtees Barn is said to be one of the most up-to-date barns in the area for its time, and the Surtees homestead (also known as the Ritz Cafe) is linked to the building of the Kettle Valley Railroad. Both buildings are identified on the <u>City's Heritage Register</u> and have been under the ownership of the City since July of 2002.

In December 2009, City Council directed staff to proceed with the development of a Heritage Management Strategy for City owned assets. At that time, the Surtees Property was identified as a priority for adaptive re-use and partnership opportunities. The City issued a Request for Expressions of Interest (RFEOI) to the community in July, 2012. Of the four responses that were received, none met the City's minimum criteria or expectations.

In the fall of 2016, a <u>Memorandum of Understanding</u> between Worman Commercial and the City was endorsed by Council with regards to the redevelopment of the Surtees Property in a manner that meets the heritage preservation objectives of the City. The agreement also addressed transportation objectives of the City by way of the construction of a roundabout at the corner of Collett Road and Lakeshore Road.

In Spring of 2017, Council endorsed a plan to rehabilitate the two historical buildings on-site through a <u>Heritage Revitalization Agreement</u> (HRA), allowing for commercial uses and the addition of one new 2,200 sq. ft. (footprint) commercial building (see Schedule B for a preliminary sketch of the proposed site improvements). At the time, Council was also advised that staff would return with an Agreement to Lease between Worman Commercial and the City.

Timeline of Events

The approximate timeline of events associated with this partnership is summarized below:



Agreement to Lease

Staff and Worman Commercial have been working diligently over the course of the past 3 months to finalize the initially contemplated Agreement to Lease. Details of the same are summarized in the table below:

| Surtees Site – Lease Details | | | | |
|------------------------------|---|--|--|--|
| Lease Area | +/- 0.69 acre (see Schedule C) | | | |
| Term 75 years | | | | |
| Renewal Consideration | To be negotiated at time of expiry | | | |
| Market Value of the Lease | \$200,000 (lump-sum, up-front payment) | | | |
| Lease Costs | Tenant to pay for operation and maintenance costs of the lease area, including buildings and the public areas around the buildings. | | | |

As part of the Agreement to Lease, Worman Commercial will grant a Statutory Right of Way to facilitate public access through the leased premises, including to the Bellevue Creek park trailhead to be constructed in the future on the city-owned, non-leased portion of the Surtees Property. Once the conditions of the Agreement to Lease are fully satisfied, Worman Commercial will be required to provide \$200,000 to the City, which reflects the net present value of the land lease, subject to the various restrictions and conditions associated with the lease agreement.

The following two agreements follow from the Agreement to Lease and will form part of the partnership with Worman Commercial:

Heritage Revitalization Agreement Amendment

On May 15, 2017, Council authorized a HRA between the City and Worman Commercial for the Surtees Property. In order to satisfy the development requirements needed to move the proposed partnership forward, an amendment to the HRA is required. The amendment ensures there is no conflict between the Agreement to Lease and the *Local Government Act* with respect to both party's rights under the HRA and the lease agreement.

Parking Agreement

In order to maximize the utility of parking on-site, the City and Worman Commercial have entered into a parking agreement outlining the parties' rights and obligations with respect to the future Bellevue Creek Trailhead parking lot.

Financial/Budgetary Considerations:

The partnership with Worman Commercial and the city included the construction of a roundabout at the Lakeshore and Collet Road intersection. Costs associated with the intersection improvements, including associated shallow utilities and road upgrades, were estimated at approximately \$850,000, as shown in the table below:

| Roundabout Cost Summary | | | | |
|-------------------------------|-----------|----------------|--|--|
| | Est. Cost | Funding Source | | |
| DCC related road improvements | \$650,000 | DCC Program | | |
| Roundabout premium | \$200,000 | Partnership | | |
| Total | \$850,000 | | | |

The \$200,000 lump-sum lease payment associated with the Worman Commercial partnership will offset the premium associated with the roundabout versus non-roundabout intersection improvements, as funded in the City's DCC program.

Internal Circulation:

Divisional Director, Community Planning & Strategic Investments Divisional Director, Infrastructure Divisional Director, Financial Services Manager, Parks & Building Planning Manager, Urban Planning Manager, Infrastructure Engineering Director, Strategic Investments Manager, Property Management Department Manager, Infrastructure Delivery Department Manager, Integrated Transportation Department Manager, Long Range Policy Planning Manager, Parking Services

Considerations not applicable to this report:

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

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

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

Attachments: Schedule A - Agreement to Lease Schedule B - Proposed Site Improvements Schedule C - Subject Property and Lease Area Schedule D - PowerPoint

cc: D. Gilchrist, Divisional Director, Community Planning & Strategic Investments

- A. Newcomb, Divisional Director, Infrastructure
- G. Davidson, Divisional Director, Financial Services
- R. Parlane, Parks & Building Planning Manager
- T. Barton, Urban Planning Manager
- J. Shaw, Infrastructure Engineering Manager
- D. Edstrom, Strategic Investments Director
- M. Olson, Property Management Manager
- B. Beach, Infrastructure Delivery Department Manager
- R. Villarreal, Integrated Transportation Department Manager
- J. Moore, Long Range Policy Planning Manager
- D. Duncan, Parking Services Manager

SURTEES PROPERTY AGREEMENT

THIS AGREEMENT dated September 18, 2017 is between City of Kelowna of 1435 Water Street, Kelowna, BC V1Y 1J4, email: JSaufferer@kelowna.ca (the "**City**") and JEM HTB Properties Inc. 300-1665 Ellis Street, Kelowna, BC V1Y 2B3, email: shane@worman.ca ("**JEM**").

BACKGROUND:

A. The City is the owner of certain lands located at 4629 Lakeshore Road, Kelowna, British Columbia, legally described as Parcel Identifier: 025-433-997, Lot A Section 25 Township 28 Similkameen Division Yale District Plan KAP71341 (the **"Surtees Property**").

B. The City intends to lease to JEM a portion of the Surtees Property shown on Schedule A shaded in red and labelled "Leased Area" (the "**Leased Premises**"), and use a portion of the remainder of the Surtees Property shown on Schedule A (the "**City Remainder Parcel**") as parking for public access to a linear park trailhead known as "Bellevue Creek".

C. The Surtees barn and the Surtees homestead are located within the area of the Leased Premises, and those buildings are listed in the City's heritage register as heritage buildings (the "**Heritage Buildings**"), and the parties wish to provide for arrangements for JEM to revitalize the Heritage Buildings.

D. In addition to the Heritage Buildings, the parties wish to provide for a new commercial building on the Leased Premises (the "**New Building**").

E. The arrangements between the City and JEM involve several different legal agreements and are conditional on certain events.

F. The City and JEM wish to enter into this Agreement to set out the conditions to the implementation of their legal arrangements and establish the forms of the legal agreements into which they will enter.

AGREEMENT:

1. <u>LEASE</u>

1.1 Subject to the terms and conditions sent out in this Agreement, the City agrees to lease to JEM, and JEM agrees to lease from the City the Leased Premises on the terms set out in the lease attached as Schedule B (the "Lease") on the date which is 30 days after the waiver or satisfaction of the last condition precedent described in Section 2.1(a), (b) and (c) to be waived or satisfied, or other date as may be agreed by the parties (the "Closing Date") in accordance with the procedures set out in Section 3.

2. <u>CONDITIONS</u>

2.1 The obligations of the parties are subject to the following conditions to be satisfied or waived on or before the date below indicated:

- (a) council of the City adopting a bylaw by October 31, 2017, to authorize an amending agreement between the City and JEM (the "Amending Agreement") amending the Heritage Revitalization Agreement between the City and JEM dated June 20, 2017 attached as Schedule C, pursuant to section 610 of the Local Government Act (British Columbia) in respect of the restoration of the Heritage Buildings in exchange for certain variances to City of Kelowna Zoning Bylaw No. 8000, which Amending Agreement will be substantially in the form attached as Schedule D. In connection with adoption of the bylaw contemplated by this section, JEM will deliver to the City a signed copy of the Amending Agreement in advance of first reading of that bylaw. If the bylaw is adopted by the council of the City, in its sole discretion, the City will arrange for its authorized signatories to sign the Amending Agreement and will deliver a fully-signed copy to JEM. The City will then proceed to file a notice of such amendment on title to the Surtees Property as required by the applicable provisions of the Local Government Act;
- (b) JEM obtaining approval for the construction of the New Building including the approval of all final architectural, engineering, and landscape drawings, specifications, and plans relating thereto by December 31, 2017;
- (c) preparation of a reference plan (the "SRW Plan") showing the Right of Way Area, as that term is defined in the Statutory Right of Way (defined below), which area is to be substantially as shown outlined in red in Schedule E, and approval of the SRW Plan by JEM by December 31, 2017. In connection with the SRW Plan contemplated by this section, the City agrees with JEM that the City is responsible, at its sole cost and expense, for the costs of preparing the SRW Plan; and
- (d) preparation of a reference plan of the Surtees Property showing the Leased Premises (the "Lease Plan"), approval of the Lease Plan by JEM, and execution of the related Application to Deposit the Lease Plan by all required signatories and the approving officer for the City under the Land Title Act and by any other approving authority having jurisdiction including, without limitation, approval of the Lease Plan for registration in the Land Title Office on or before the Closing Date. In connection with the leasehold subdivision contemplated by this section, the City agrees with JEM that the City is responsible, at its sole cost and expense, for the payment of all fees, costs and charges related thereto including, but not limited to, the preparation of the Lease Plan and the Application to Deposit.

2.2 The conditions precedent set forth in Section 2.1 are for the benefit of both the City and JEM and may be waived only by mutual agreement of the parties. If those conditions precedent have not been satisfied or waived by mutual agreement within the applicable time therein provided then JEM's obligation to lease the Leased Premises from the City, and the City's obligation to lease the Leased Premises to JEM, is at an end and thereafter neither party shall have any further or continuing obligation to the other under this Agreement.

3. <u>CLOSING</u>

3.1 JEM will deliver to the City the following documents duly executed by JEM, in accordance with the procedure set out below:

(a) the Lease substantially in the form set out in Schedule B, except for the following:

- (i) the reference date will be the Closing Date;
- (ii) the definition of "Commencement Date" in Section 1.1(f) will be revised to set out the date which is the Closing Date;
- (iii) the definition of "Lands" in Section 1.1(p) will be revised to set out the reference plan number of the Lease Plan;
- (iv) Section 23.3 will be revised to insert the registration number for the Statutory Right of Way (defined below);
- (v) Schedule A will be revised to attach the Lease Plan;
- (vi) Schedule B-2 will be revised to attach the Amending Agreement approved as described in Section 2.1(a); and
- (vii) it will be in a form acceptable for registration in the Land Title Office,
- (b) a parking agreement whereby the City agrees not to enforce any "park user only" restrictions with respect to 7 parking stalls on the City Remainder Parcel, which will be substantially in the form attached as Schedule G and will not be in a form registerable in the Land Title Office (the "Parking Agreement");

3.2 The City will deliver to JEM the following documents duly executed by the City, in accordance with the procedure set out below:

- (a) a letter from SLR Consulting (Canada) Ltd. ("SLR") to JEM stating that JEM is entitled to rely on the Phase 1 environmental report prepared by SLR dated December 18, 2015 (the "Reliance Letter");
- (b) the Lease, modified as described in Section 3.1(a);
- (c) the Parking Agreement; and
- (d) a statutory right of way granting public access through a portion of the Leased Premises, substantially in the form attached as Schedule F (the "**Statutory Right of Way**"), except for the following:
 - Section 1 will be revised to set out the reference plan number for the Right of Way Area;
 - (ii) Schedule A will be revised to attach a reference plan for the Right of Way Area as approved under Section 2 of this Agreement; and
 - (iii) the Statutory Right of Way will be in a form acceptable for registration in the Land Title Office;

3.3 JEM will prepare or will cause to be prepared and attend to the execution of the Lease, Statutory Right of Way and Parking Agreement, and forward those documents, executed where applicable, to the City's solicitors at least 14 days before the Closing Date on the condition that those documents will only be used and released in accordance with these procedures.

3.4 After receipt of the documents and items referred to in Section 3.3, the City will execute the Lease, Statutory Right of Way and Parking Agreement, and submit the Lease Plan together with all necessary or desirable supporting documents to the City's approving officer for execution and deliver to JEM's lawyers the Lease Plan, Lease, Statutory Right of Way, Parking Agreement, and Reliance Letter on undertakings satisfactory to the City's lawyers, acting reasonably.

3.5 On or before the date which is 3 days before the Closing Date, JEM will pay to JEM's lawyers in trust the Basic Rent, as that term is defined in the Lease.

3.6 On the Closing Date, after receipt of the payment in trust referred to in Section 3.5 and the documents referred to in Section 3.4, JEM will cause its lawyers to register the Statutory Right of Way, the Lease Plan and the Lease in the Land Title Office against title to the Surtees Property.

3.7 Upon JEM's lawyers being satisfied as to the final registration and priority of the Lease Plan and the Lease, after conducting a post filing registration check of the property index disclosing only the following:

- (a) the existing title number to the Surtees Property;
- (b) the encumbrances listed on Schedule H;
- (c) registration numbers assigned to the Statutory Right of Way; and
- (d) registration numbers assigned to the Lease Plan and the Lease,

JEM will cause JEM's lawyers to pay to the City the Basic Rent.

3.8 It is a condition of this Agreement that all requirements of this Section 3 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered and until JEM's lawyers have satisfied themselves as to the registration and priority of the Lease Plan and the Lease.

4. <u>GENERAL</u>

4.1 No amendment of this Agreement is valid unless it is in writing and signed by each party.

4.2 This Agreement is not assignable without the prior written consent of the other party.

4.3 This Agreement constitutes the entire agreement between the parties with respect to the matters described in this Agreement, and the parties do not rely upon any representation or agreement whatsoever which is not incorporated in this Agreement.

4.4 This Agreement is binding on and benefits the parties and their respective successors and permitted assigns.

4.5 Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or email transmission to the party at the address set out on the first page of this Agreement. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or email transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the third day following the date of mailing.

4.6 This Agreement and all claims arising out of or relating to this Agreement are governed by the laws of the Province of British Columbia and the applicable laws of Canada. Each of the parties agree to bring any action arising out of or related to this Agreement in a court of British Columbia and the parties submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals.

4.7 This Agreement may be executed in counterparts and delivered by electronic transmission.

Signed by the parties as of the date first written above.

CITY OF KELOWNA

Per:

Authorized Signatory

Per:

Authorized Signatory

JEM HTB PROPERTIES INC.

Per: Authorized Signatory

SCHEDULE A SURTEES PROPERTY



Schedule B

SURTEES PROPERTY LEASE

THIS LEASE dated for reference ______, 2017.

BETWEEN:

CITY OF KELOWNA, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "Landlord")

AND:

JEM HTB PROPERTIES INC. (Inc. No. BC0949919), c/o Pushor Mitchell LLP, 3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Tenant")

WHEREAS:

- A. The Landlord is the owner of the Lands.
- B. Located on the Lands are the Heritage Buildings.
- C. The Landlord has agreed to lease the Lands to the Tenant for the Term in order that the Tenant may restore the Heritage Buildings, erect the New Building, and use, occupy, and enjoy the Lands and the Buildings upon the terms and conditions, and subject to the provisos, contained in this Lease.

NOW THIS LEASE WITNESSES that in consideration of the Rent, covenants, and agreements reserved and contained in this Lease, which Rent, covenants, and agreements are to be paid, observed, and performed by the Tenant, the Landlord does hereby demise and lease unto the Tenant the Lands and the Tenant does hereby lease from the Landlord the Lands, from the Commencement Date for and during the Term, unless sooner terminated as hereinafter provided, upon the terms and conditions and subject to the provisos contained in this Lease.

This Lease is made upon and subject to the following covenants and conditions which each of the Landlord and the Tenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

ARTICLE 1 - DEFINITIONS

- **1.1** The terms defined in this clause 1.1, for all purposes of this Lease unless otherwise specifically provided, have the following meanings:
- (a) "Additional Rent" means the amounts, if any, payable by the Tenant as additional amounts that are expressed in this Lease to be added to and made part of Additional Rent, other than Basic Rent.

- (b) "Architect" means ______ of Kelowna, British Columbia, or such other architect(s) as the Tenant may appoint from time to time, who is a member in good standing of the Architectural Institute of British Columbia.
- (c) "Authority" means the City of Kelowna and any other authority having jurisdiction over development on the Lands.
- (d) "Basic Rent" as of any particular time means the net basic rental provided for in this Lease as specified in Article 2 of this Lease.
- (e) "Buildings" means, together, the Surtees Homestead, the Surtees Barn, and the New Building.
- (f) "Commencement Date" means _____, 201___.
- (g) "Commencement of Construction" means that a building permit or permits have been issued to the Tenant by the Authority for the New Building, and the foundations and footings of the New Building have been commenced as certified to the Landlord by the Architect.
- (h) "Commencement of Restoration" means that a Heritage Alteration Permit and a building permit or permits have been issued to the Tenant by the Authority for the restoration and alteration of the Heritage Buildings in accordance with the Heritage Revitalization Agreement.
- (i) "Completion" means completion as defined in clause 4.2 of this Lease.
- (j) "Environmental Contaminants" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (k) "Environmental Laws" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.
- (I) "Fair Market Rent" means the rent, being basic rent, percentage rent, additional rent, and all other amounts and charges that would be paid for the Buildings and the Lands as between persons dealing in good faith and at arm's length, for the highest and best use as permitted from time to time by the Authority; but if at any time the parties cannot agree on what the Fair Market Rent is, it will be determined by arbitration as provided in Article 20.

- (m) "Heritage Alteration Permit" means the heritage alteration permit issued by the Authority to the Tenant relating to the restoration and alteration of the Heritage Buildings.
- (n) "Heritage Buildings" means, together, the Surtees Homestead and the Surtees Barn.
- (o) "Heritage Revitalization Agreement" means an agreement between the Authority and the Tenant pursuant to section 610 of the *Local Government Act* (British Columbia) in respect of the restoration of the Heritage Buildings in exchange for certain variances to City of Kelowna Zoning Bylaw No. 8000, a copy of which is attached as Schedule "B-1", as amended by an amending agreement, a copy of which is attached as Schedule "B-2".
- (p) "Lands" means that portion of Lot A shown outlined in bold on Reference Plan EPP_____, a copy of which is attached hereto as Schedule "A", including all improvements from time to time thereon, therein, or thereto.
- (q) "Lease" means this lease, including all schedules attached to it.
- (r) "Lease Plan" means a leasehold subdivision plan of Lot A, showing the Lands outlined in bold.
- (s) "Lease Year" means a 12-month period commencing with the 1st day of January in one calendar year and ending on the last day of December thereof, provided that the first Lease Year will commence on the Commencement Date and end on the last day of December next following and the last Lease Year will end on the last day of the Term and commence on the first day of the immediately preceding January.
- (t) "Lot A" means that parcel of land located at 4629 Lakeshore Road, Kelowna, British Columbia, legally described as Parcel Identifier: 025-433-997, Lot A Section 25 Township 28 Similkameen Division Yale District Plan KAP71341.
- (u) "Mortgage" means a mortgage or mortgages upon or in respect of and specifically charging the leasehold interest of the Tenant in the Lands and the Buildings or any part of them and includes any debenture or deed of trust and mortgage to secure any bonds or debentures issued under it, and any assignment of rents made to the Mortgagee as security.
- (v) "Mortgagee" means a mortgagee or mortgagees under a Mortgage.
- (w) "New Building" means a commercial building with a footprint of no more than 2,200 square feet and a total gross building area of no more than 4,400 square feet, an internal road network as required for vehicle circulation and associated parking areas (using a combination of asphalt and concrete or concrete pavers), a public trail for pedestrian and vehicle access from Lakeshore Road to the future trail head for the Bellevue Creek Linear Park, hard landscaping complementary to the heritage and commercial development of the Lands, all substantially as shown on the site plan attached as Schedule "A", and all necessary facilities for the passage or provision of municipal services to the Buildings and surrounding landscaping within the boundaries of the Lands, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to

them and all other improvements from time to time constructed or caused to be constructed upon or affixed to the Lands by the Tenant.

- (x) "Person" or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person.
- (y) "Prime Rate" means the annual percentage rate of interest established from time to time by the Royal Bank of Canada, Kelowna Branch, Kelowna, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as the prime rate.
- (z) "Public Access Area" has the meaning set out in clause 7.12.
- (aa) "Rent" means the Basic Rent, Additional Rent, and any other amounts payable by the Tenant under this Lease.
- (bb) "Substantial Completion" means substantial completion as defined in clause 5.2 of this Lease.
- (cc) "Surtees Barn" means the building labelled "Barn" on the site plan attached as Schedule "A", which building is listed on the City's Heritage Register.
- (dd) "Surtees Homestead" means the building labelled "Homestead" on the site plan attached as Schedule "A", which building is listed in the City's Heritage Register.
- (ee) "Term" means the 75-year period commencing on the Commencement Date and ending at 5:00 p.m. on that date which is one day prior to the 75th anniversary of the Commencement Date.
- **1.2** All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate clause of this Lease.
- **1.3** The words "herein", "hereby", "hereunder", and words of similar import refer to this Lease as a whole and not to any particular article, clause, or subclause of the Lease.
- **1.4** The captions and headings throughout this Lease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any clause or the scope or intent of this Lease, nor in any way affect this Lease.

ARTICLE 2 - PAYMENT OF RENT

2.1 Rent

The Tenant has paid as Basic Rent for the entire Term the amount of \$200,000.00, to the Landlord on or before the Commencement Date, the receipt of which is acknowledged by the Landlord. This amount is the total Basic Rent payable for the Term of this Lease.

2.2 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease will be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due under this Lease, without prior demand and without any set off, abatement, or deduction whatsoever, at the office of the Landlord or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding under this Lease, in such manner as the Landlord may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Lease has been entered into, and will be payable and recoverable as Rent, such that the Landlord will have all of the rights and remedies against the Tenant for default in making any such payment that may not be expressly designated as rent, as the Landlord has for default in payment of Rent.

2.3 Net Lease

It is the intention of the Landlord and Tenant that all expenses, costs, payments, and outgoings incurred in respect of the Lands, the Buildings, and any other improvements of the Lands or for any other matter or thing affecting the Lands, will be borne by the Tenant and unless expressly stipulated to the contrary, the Basic Rent will be absolutely net to the Landlord and free of all abatements, set off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Lands, the Buildings or any other improvements on the Lands and, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

2.4 Interest on Amounts in Arrears

When the Rent is in arrears, such amounts will bear interest, including interest on overdue interest, at the Prime Rate plus 3% per annum calculated monthly not in advance from the date due until paid, irrespective of whether or not the Landlord demanded payment. The Landlord will have all the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest will not prejudice or affect any other remedy of the

Landlord under this Lease. If the Tenant fails to pay taxes under clause 3.1 when due, then clause 3.2 will apply rather than this clause 2.4.

2.5 Goods and Services Taxes

The Tenant agrees to pay to the Landlord at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act* (Canada), or such other tax as may be substituted for those taxes from time to time.

ARTICLE 3 - PAYMENT OF TAXES

3.1 Payment of Taxes

- Except as otherwise provided in clause 3.2, the Tenant will in each and every year during (a) the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of British Columbia become due and payable, whether monthly, quarterly, twice yearly, or otherwise, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Lands, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes, rates, duties, charges, and assessments; and any such losses, costs, charges, and expenses incurred by the Landlord may be collected by the Landlord as Additional Rent.
- (b) The Tenant further covenants and agrees that during the Term it will, promptly on the Landlord's written request, deliver to the Landlord for inspection receipts for payments of all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges in respect of the Lands, the Buildings, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever on or in the Lands or Buildings that were due and payable during the Term.
- (c) The Landlord will, not later than 14 days following receipt of any assessment notices delivered to the Landlord by any taxing authority relating to the Lands, the Buildings or any other structures, any machinery, equipment, facilities, and other property of any nature whatsoever on or in the Lands or Buildings, forward a copy of those notices to the Tenant. The Tenant will have the right to appeal any assessment of the Lands or the Buildings or any other tax, rate, duty, charge, or amount referred to in this clause 3.1 provided that such appeal will be at the sole cost and expense of the Tenant. The Landlord will cooperate with the Tenant, at the Tenant's expense, in order to assist the Tenant with any such appeal.

The Tenant will be responsible for the payments referred to in this clause 3.1 from the Commencement Date.

3.2 Delinquent Taxes

If the Tenant in any year during the Term fails to pay the taxes under clause 3.1 when due, the Tenant will pay to the Landlord, on demand, interest on the amount outstanding at the percentage rate or rates established by the Province of British Columbia, the Authority, or any other taxing authority for unpaid real property taxes in the Province of British Columbia.

3.3 Payment of Utility Services

The Tenant covenants with the Landlord to pay for or cause to be paid when due to the providers thereof all charges for gas, electricity, light, heat, power, telephone, cable, water, and other utilities and services used in or supplied to the Lands and the Buildings throughout the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges, and expenses that relate to such charges suffered by the Landlord may be collected by the Landlord as Additional Rent.

3.4 Business Tax and Licence Fees

The Tenant covenants with the Landlord to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Lands by the Tenant (and any and every subtenant, permittee, and licensee) other than such taxes as corporate income, profits, or excess profit taxes assessed upon the income of the Tenant (or such subtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the Landlord from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the Landlord may be collected by the Landlord as Additional Rent.

ARTICLE 4 - RESTORATION OF HERITAGE BUILDINGS

4.1 Tenant to Complete Restoration of Heritage Buildings

Prior to the commencement of any development on the Lands, the Tenant will apply to the Authority for a Heritage Alteration Permit and any other permits necessary to restore the Heritage Buildings in accordance with the Heritage Revitalization Agreement. Upon receipt of a Heritage Alteration Permit and a building permit, as necessary, the Tenant will carry out the restoration of the Heritage Buildings expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Lands, and exterior decoration and design all upon which the issuance of the Heritage Alteration Permit and building permits by the Authority having jurisdiction are based. The Tenant

will comply at all times with each and every provision of the Heritage Revitalization Agreement, as if it were the owner of the Lands under that agreement.

4.2 Completion of Restoration

The Tenant will complete the restoration of the Heritage Buildings in accordance with the Heritage Revitalization Agreement and restoration will be deemed to have been Completed when the Architect or engineer of the Tenant has issued a certificate to the Landlord, signed and sealed by the Architect or engineer, certifying that:

- (a) the Heritage Buildings are restored in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents upon which the issuance by the Authority of any Heritage Alteration Permit and building permits for the Heritage Buildings have been based;
- (b) the Heritage Revitalization Agreement and all building bylaws and regulations of the Authority have been complied with by the Tenant;
- (c) all permits for occupancy that may be required by the Authority have been obtained; and
- (d) the Heritage Buildings are ready for occupancy.

4.3 Deadlines for Commencement and Completion of Restoration of Heritage Buildings

The Tenant covenants and agrees with the Landlord that, subject always to Article 11:

- (a) Commencement of Restoration of the Heritage Buildings will take place on or before the day that is 90 days following the Commencement Date; and
- (b) the restoration of the Heritage Buildings will be Completed in accordance with the requirements of clause 4.2 on or before the day that is 548 days following the Commencement Date.

4.4 Termination Where Tenant Defaults in Commencement or Completion of Restoration

- (a) If Commencement of Restoration or Completion of the restoration of the Heritage Buildings does not occur by the dates specified in clause 4.3, the Landlord will have the right and option to terminate this Lease and the provisions of clause 18.1 will apply, except as modified by subclause 4.4(c) and subject to the rights of a Mortgagee under clause 17.2.
- (b) In the event of a dispute between the Landlord and the Tenant as to whether or not the Landlord is entitled to terminate this Lease pursuant to the provisions of this clause 4.4, the Landlord and the Tenant agree to submit such dispute to arbitration in accordance with the provisions of Article 20.
- (c) If the Landlord terminates this Lease under this clause 4.4, then:

- (i) the Landlord will be entitled to retain the Basic Rent paid as its sole remedy and as liquidated damages and not as a penalty.
- (ii) the Landlord will pay compensation to the Tenant as provided for in clause 18.5.

4.5 Fire and Liability Insurance During Restoration of Heritage Buildings

- (a) Without limiting any insurance requirements set out in the Heritage Revitalization Agreement, the Tenant will effect or will cause its contractor or contractors to effect prior to the commencement of the restoration of the Heritage Buildings and will maintain and keep in force until the insurance required under Article 7 is effected, insurance:
 - (i) protecting both the Tenant and the Landlord and the Landlord's servants and agents (without any rights of cross claim or subrogation against the Landlord) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Lands and from any cause, including the risks occasioned by the restoration of the Heritage Buildings, and to an amount reasonably satisfactory to the Landlord, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and
 - (ii) protecting both the Tenant and the Landlord and the Landlord's servants and agents from loss or damage (without any rights of cross claim or subrogation against the Landlord) to the Heritage Buildings and all fixtures, equipment, improvements, and building materials on the Lands from time to time both during and after restoration (but which may be by policies effected from time to time covering the risk during different phases of restoration and alteration of the Heritage Buildings) against fire, earthquake and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the Landlord may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the Landlord or the Tenant being deemed co-insurer.
- (b) The proceeds of insurance that may become payable under any policy of insurance effected pursuant to this clause 4.5 will be payable to the Tenant and will be available to finance repair and reconstruction.
- (c) All of the provisions of Article 7 respecting insurance that are of general application will apply to the insurance applying during restoration of the Heritage Buildings required by this clause 4.5.

ARTICLE 5 - CONSTRUCTION OF NEW BUILDING

5.1 Tenant to Construct New Building

- (a) Prior to the commencement of any development on the Lands, the Tenant will apply to the Authority for any permits necessary to construct the New Building, and at the same time deliver to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed New Building for the Landlord's approval, which approval the Landlord agrees not to unreasonably withhold. Upon receipt of the Landlord's approval and a building permit, the Tenant will construct the New Building, together with other facilities ancillary to and connected with the New Building on the Lands, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Lands, and exterior decoration and design all upon which the issuance of the building permits by the Authority having jurisdiction are based.
- (b) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the New Building or the appearance of the Lands will first be approved by the Landlord.

5.2 Substantial Completion of New Building

The New Building will be deemed to have been Substantially Completed when the Architect or engineer of the Tenant has issued a certificate to the Landlord, signed and sealed by the Architect or engineer, certifying that:

- (a) the New Building is substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the Landlord upon which the issuance by the Authority of any building permits for the New Building have been based, except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (b) all building bylaws and regulations of the Authority have been complied with by the Tenant except for deficiencies the correction of which, in the opinion of the Architect or engineer, is adequately ensured;
- (c) all permits for occupancy that may be required by the Authority have been obtained; and
- (d) the New Building is ready for occupancy.

For purposes other than subclause 5.3(b), Substantial Completion may be in respect of portions of the New Building.

The Tenant covenants and agrees with the Landlord that, subject always to Article 11:

- (a) Commencement of Construction of the New Building will take place on or before the day that is 90 days following the Commencement Date; and
- (b) the New Building will be Substantially Completed in accordance with the requirements of clause 5.2 on or before the day that is 548 days following the Commencement of Construction.

5.4 Termination Where Tenant Defaults in Commencement of Construction or Substantial Completion

- (a) If Commencement of Construction or Substantial Completion of the New Building does not occur by the dates specified in clause 5.3, the Landlord will have the right and option to terminate this Lease and the provisions of clause 18.1 will apply, except as modified by subclause 5.4(c) and subject to the rights of a Mortgagee under clause 17.2.
- (b) In the event of a dispute between the Landlord and the Tenant as to whether or not the Landlord is entitled to terminate this Lease pursuant to the provisions of this clause 5.4, the Landlord and the Tenant agree to submit such dispute to arbitration in accordance with the provisions of Article 20.
- (c) If the Landlord terminates this Lease under this clause 5.4, then:
 - (i) the Landlord will be entitled to retain the Basic Rent paid as its sole remedy and as liquidated damages and not as a penalty; and
 - (ii) the Landlord will pay compensation to the Tenant as provided for in clause 18.5.

5.5 Fire and Liability Insurance During Construction of New Building

- (a) The Tenant will effect or will cause its contractor or contractors to effect prior to the Commencement of Construction of the New Building and will maintain and keep in force until the insurance required under Article 7 is effected, insurance:
 - (i) protecting both the Tenant and the Landlord and the Landlord's servants and agents (without any rights of cross claim or subrogation against the Landlord) against claims for personal injury, death, or property damage, or other third-party or public liability claims arising from any accident or occurrence upon, in, or about the Lands and from any cause, including the risks occasioned by the construction of the New Buildings, and to an amount reasonably satisfactory to the Landlord, for any personal injury, death, property, or other claims in respect of any one accident or occurrence; and

- (ii) protecting both the Tenant and the Landlord and the Landlord's servants and agents from loss or damage (without any rights of cross claim or subrogation against the Landlord) to the New Building and all fixtures, equipment, improvements, and building materials on the Lands from time to time both during and after construction (but which may be by policies effected from time to time covering the risk during different phases of construction of the New Building) against fire, earthquake and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the Landlord may reasonably require to be insured against to the full insurable value thereof at all times and in any event in the amount sufficient to prevent the Landlord or the Tenant being deemed co-insurer.
- (b) The proceeds of insurance that may become payable under any policy of insurance effected pursuant to this clause 5.5 will be payable to the Tenant and will be available to finance repair and reconstruction.
- (c) All of the provisions of Article 7 respecting insurance that are of general application will apply to the insurance applying during construction of the New Building required by this clause 5.5.

ARTICLE 6 - USE OF BUILDINGS

6.1 Tenant's Purposes

The Tenant covenants and agrees with the Landlord that neither the Lands nor the Buildings, nor any part of the Lands or the Buildings, will be used for any purposes except those uses that are permitted by the Heritage Revitalization Agreement. For certainty, the Tenant acknowledges and agrees that neither the Lands nor the Buildings, nor or any part of the Lands or the Buildings, will be used for the following uses: gas bar, recycled materials drop-off centre, supportive housing.

ARTICLE 7 - INSURANCE

7.1 Insurance

At all times during the Term immediately following the completion of restoration of the Heritage Buildings and Substantial Completion of construction of the New Building, the Tenant will, at its expense, insure and keep insured or cause to be insured the Buildings with one or more companies entitled to do business in the Province of British Columbia against loss or damage by fire and other perils now or hereafter from time to time included in the commercial building form of insurance coverage applicable to similar properties as the Lands and the Buildings and effected in the Province of British Columbia by prudent owners from time to time during the Term, including, without restricting the generality of the foregoing, the hazards of lightning, earthquake, explosion, wind storm, cyclone, tornado, hail, riot, civil commotion, malicious damage, aircraft, smoke, and vehicle damage to the extent that insurance against such risk or perils, or any of them, may be obtained in an amount equal to the full replacement value of the property being insured.

7.2 Co-insurance Clauses

If any of the policies of insurance referred to in clauses 4.5, 5.5, or 7.1 contain any co-insurance clauses, the Tenant will maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Landlord or the Tenant from becoming a co-insurer under the terms of such policy or policies and to permit full recovery from the insurer in the event of loss.

7.3 Identity of Insured and Subrogation

Any and all policies of insurance referred to in clauses 4.5, 5.5, or 7.1 will:

- (a) be written in the name of the Tenant as the insured, and the Landlord as additional insured, with loss payable to the Tenant and the Mortgagee, if any, as their respective interests may appear;
- (b) contain a waiver of subrogation clause in favour of the Landlord and its employees, agents or Mortgagee;
- (c) contain a clause to the effect that any release from liability entered into by the Tenant prior to any loss will not affect the right of the Tenant, the Mortgagee, or the Landlord to recover; and
- (d) contain a provision or bear an endorsement that the insurer will not cancel such policy without first giving the Landlord and the Mortgagee at least 15 days' notice in writing of its intention to cancel or materially alter the policy.

7.4 Release of Landlord from Liability for Insured Loss or Damage

The Tenant hereby releases the Landlord and its servants, agents, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Tenant has insured or pursuant to the terms of this Lease is obligated to insure the Buildings, or any part or parts of them, and the Tenant hereby covenants to indemnify and save harmless the Landlord and its respective servants, agents, successors, and assigns from and against all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to such insured loss or damage or loss or damage that the Tenant is obligated to insure.

7.5 Payment of Loss Under the Insurance Policy Referred to in Clause 7.1

- (a) The insurance monies payable under any or all of the policies of insurance referred to in clauses 7.1 will, notwithstanding the terms of the policy or policies, be paid to the order of the Tenant.
- (b) Subject to Article 9, the Landlord and the Tenant agree that the Tenant will use such insurance monies for the restoration, reconstruction, or replacement of the loss or damage in respect of which such insurance monies are payable under this Article 7 against certificates of the Architect engaged by the Tenant or such other person as the Landlord

and the Tenant may agree upon who is in charge of such restoration, reconstruction, or replacement.

7.6 Landlord's Right to Repair and Receive the Insurance Proceeds

Subject to Article 9, should the Tenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the Landlord will be entitled to effect such restoration, reconstruction, or replacement and the Tenant will pay or cause to be paid to the Landlord such insurance monies payable for such restoration, reconstruction, or replacement.

7.7 Workers' Compensation Coverage

- (a) At all times during the Term, the Tenant will at its own expense procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage in respect of all workers, employees, servants, and others engaged by the Tenant in or upon any work, non-payment of which would create a lien on the Lands or the Buildings.
- (b) The Tenant will immediately notify the Landlord of any dispute involving third parties that may arise in connection with obtaining and maintaining the workers' compensation coverage required under this Lease if such dispute results in the requisite coverage not being in place, and the Tenant will take all reasonable steps to ensure the resolution of such dispute promptly. At all times the Tenant will indemnify and save harmless the Landlord, its servants and agents from and against all damages, costs, claims, suits, judgments, and demands that the Landlord may incur as a result of any default by the Tenant of its obligation under this clause 7.7 to ensure that the full workers' compensation coverage is maintained. The Tenant will further ensure that no amount of the workers' compensation coverage is left unpaid so as to create a lien on the Lands or the Buildings. If the workers' compensation coverage required by this clause 7.7 is not in place within 60 days of the date of the notice to the Landlord mentioned above, the Landlord will be entitled to have recourse to the remedies of the Landlord specified in this Lease or at law or equity.

7.8 Commercial General Liability

At all times during the Term, the Tenant will at its own expense maintain with one or more companies duly authorized to carry on business within the Province of British Columbia and approved by the Landlord, commercial general liability insurance against claims for personal injury, death, or property damage or loss arising out of the use and occupation of the Lands and Buildings of not less than \$5,000,000.00 or in such other reasonable amount as may be required by the Landlord, which insurance will include the Landlord as an additional insured, indemnifying and protecting the Landlord and its respective servants and agents and the Tenant to limits approved by the Landlord from time to time. The liability insurance will contain a cross-liability clause and severability of interest endorsement in favour of the Landlord and also a waiver of subrogation in favour of the Landlord, its employees, or agents.

7.9 Payment of Insurance Premiums

The Tenant will pay or cause to be paid all of the premiums under the policies of insurance referred to in this Article 7 as they become due and payable; and in default of payment by the Tenant, the Landlord may pay the same and add the amount so paid to the Additional Rent.

7.10 Copies of Insurance Certificates

If requested by the Landlord the Tenant will promptly from time to time deliver or cause to be delivered to the Landlord certified copies of certificates of insurance for all insurance referred to in this Article 7 and obtained and maintained by the Tenant, accompanied by evidence satisfactory to the Landlord that the premiums on those policies have been paid.

7.11 Insurance May Be Maintained by Landlord

The Tenant agrees that should the Tenant at any time during the Term fail to insure or keep insured the Buildings against loss or damage by fire and other perils as required under clause 7.1, or fail to maintain insurance against claims for personal injury, death, or property damage or loss as required under clause 7.8, then in any of such events, the Landlord, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Landlord deems advisable; and the Tenant will pay to the Landlord as Additional Rent, upon the Landlord obtaining any such insurance and thereafter annually during the Term, within 30 days after receipt of any invoice from the Landlord, such amounts as the Landlord has expended for such insurance. If the Landlord pays for or obtains and maintains any insurance pursuant to this clause 7.11, the Landlord will submit to the Tenant annually a statement of the amount or amounts payable by the Tenant under this clause 7.11 as the cost of such insurance for the next ensuing year, and upon receipt of payment will apply the payment on account of the premiums of such insurance with the loss, if any, thereunder payable to the Tenant and the Landlord as their interests may appear.

7.12 Public Access Insurance

Notwithstanding anything else in this Article 7, the Landlord will obtain and maintain commercial general liability insurance in respect to the public access area in respect of which the Landlord holds a statutory right of way for access to the parking and trailhead located on Lot A in the approximated location shown on Schedule "A" (the "**Public Access Area**") against claims for personal injury, death, or property damage or loss arising out of the use and occupation of the Public Access Area of not less than \$5,000,000.00 or in such other reasonable amount as may be required by the Tenant, which insurance will include the Tenant as an additional insured, indemnifying and protecting the Tenant and its respective servants and agents and the Landlord to limits approved by the Tenant from time to time. The liability insurance will contain a cross-liability clause and severability of interest endorsement in favour of the Tenant and also a waiver of subrogation in favour of the Tenant, its employees, or agents.

ARTICLE 8 - REPAIRS AND MAINTENANCE

8.1 Landlord Not Obliged to Repair

With the exception of services normally provided by the Landlord acting in its capacity as the City of Kelowna, to the Lands and Buildings, and those municipal services specifically mentioned in clause 19.3, the Landlord will not be obliged to furnish any additional services or facilities or to make repairs or alterations in or to the Lands or the Buildings, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lands and the Buildings.

8.2 Repair by the Tenant

The Tenant will during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings) the Lands and the Buildings, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Lands and the Buildings and machinery and equipment used or required in the operation of them, whether or not enumerated in this Lease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Buildings and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Buildings were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Buildings and aforesaid fixtures, appurtenances, and equipment. Without limiting the foregoing, the Tenant shall comply with all bylaws and regulations relating to maintenance and repair of designated heritage properties.

8.3 Tenant Not to Commit Waste or Injury

The Tenant will not commit or permit waste to the Lands or the Buildings or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings); nor will the Tenant injure or disfigure the Lands or the Buildings or permit them to be injured or disfigured in any way.

8.4 No Unlawful Purpose

The Tenant will not use or occupy or permit to be used or occupied the Lands or the Buildings or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

8.5 At Expiration Deliver Up Lands and Buildings

At the expiration or other termination of this Lease, the Tenant will, except as may be otherwise expressly provided in this Lease, surrender and deliver up the Lands with the Buildings and the fixtures, appurtenances, and equipment attached thereto, including all replacements and substitutions, in good order and condition, reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Buildings or the foundation or structure of the Buildings.

8.6 Environmental Condition of Lands at Commencement Date

The Landlord has delivered to the Tenant a copy of the Phase 1 report prepared by SLR Consulting (Canada) Ltd. dated December 18, 2015. If at any time during the construction contemplated by Article 4 or Article 5, the Tenant discovers Environmental Contaminants which are on the Lands but not disclosed in the above-mentioned report, the Tenant will give the Landlord prompt notice of such discovery. Any such Environmental Contaminants are the responsibility of the Landlord. Following delivery of such notice, the Landlord will have 90 days to retain an environmental consultant to prepare a remediation plan with an estimate of the costs to remediate those Environmental Contaminants in a manner that conforms to Environmental Laws. Following receipt of such an estimate, the City will have 30 days to approve the remediation plan and notify the Tenant that it may proceed to remediate those Environmental Contaminants in accordance with the approved remediation plan, in which case the Landlord will reimburse the Tenant for all of the Tenant's costs and expenses on demand, or alternatively to notify the Tenant that this Lease is at an end and thereafter neither party shall have any further or continuing obligation to the other under this Lease (except as otherwise specifically provided for in this Lease) and the Landlord will repay the Rent and all other costs and expenses reasonably incurred by the Tenant with respect to this Lease plus a 10% administration fee thereon to the Tenant on demand.

8.7 Repairs to Buildings by Landlord

If at any time during the Term the Tenant fails to maintain the Lands and the Buildings and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of clause 8.2, the Landlord through its agents, servants, contractors, and subcontractors may but will not be obliged to enter upon those parts of the Lands and the Buildings required for the purpose of making the repairs required by clause 8.2. The Landlord will make such repairs, only after giving the Tenant 60 days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amount paid by the Landlord in making such repairs to the Lands and the Buildings or any part or parts thereof, together with all costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant on demand plus a 10% administration fee together with interest at the rate specified in clause 2.4.

8.8 Removal of Ice and Snow from Sidewalks

The Tenant covenants and agrees with the Landlord that if the Tenant at any time during the Term fails to keep the public sidewalks adjacent to the Lands reasonably clean from ice and snow during the times and to the extent required of an owner under the bylaws or other regulation of the Authority in effect from time to time, the Landlord through its agents, servants, contractors, and subcontractors may remove such ice and snow and the Landlord will not be required to give the Tenant any notice of its intention so to do. Any costs and expenses incurred by the Landlord in removing such ice and snow will be reimbursed to the Landlord by the Tenant on demand plus a 10% administration fee together with interest at the rate specified in clause 2.4.

ARTICLE 9 - DAMAGE OR DESTRUCTION

9.1 Rent Not to Abate

The partial destruction or damage or complete destruction by fire or other casualty of the Buildings will not terminate this Lease or entitle the Tenant to surrender possession of the Lands or the Buildings or to demand any abatement or reduction of the Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary.

9.2 Tenant's Obligations When the Buildings are Damaged or Partially Destroyed

The Tenant covenants and agrees with the Landlord that in the event of damage to or partial destruction of the Buildings, the Tenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will repair, replace, or restore any part of the Buildings so destroyed.

9.3 Tenant's Obligations When the Buildings are Completely or Substantially Destroyed

The Tenant covenants and agrees with the Landlord that in the event of complete or substantially complete destruction of the Heritage Buildings, the Tenant, subject to the regulations and requirements of the Authority and any other government authority having jurisdiction, will reconstruct or replace the Heritage Buildings in accordance with the requirements set out in the Heritage Revitalization Agreement.

9.4 Replacement, Repair or Reconstruction Under Clauses 9.2 or 9.3 to Be Carried Out in Compliance with Clause 8.2 and Article 10

Any replacement, repair, or reconstruction of the Buildings or any part of the Buildings pursuant to the provisions of clauses 9.2 or 9.3 will be made or done in compliance with the provisions of clause 8.2 and Article 10.

ARTICLE 10 - REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

(a) The Tenant will not make or permit to be made any changes, alterations, replacements, substitutions, or additions affecting the structure of the Buildings, the major electrical and/or mechanical systems contained in them, or the exterior decoration, design, or

appearance of the Buildings without the written approval of the Landlord, which approval the Landlord will not withhold unreasonably. No changes, alterations, replacements, substitutions, or additions will be undertaken until the Tenant has submitted or caused to be submitted to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior decoration and design of the proposed changes, alterations, replacements, substitutions, or additions, and until they have been approved in writing by the Landlord, which approval the Landlord agrees not to unreasonably withhold.

(b) The Tenant covenants and agrees with the Landlord that, subject to Article 11, all changes, alterations, replacements, substitutions, and additions undertaken by or for the Tenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction.

ARTICLE 11 - UNAVOIDABLE DELAYS

- Without limiting clauses 4.3 and 5.3, if, by reason of strike, lock out, or other labour (a) dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Tenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant (each of which is an "Unavoidable Delay"), the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the performance of its covenants or obligations which under the terms of this Lease the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed or the covenant or obligation was to have been met will be extended by the Landlord by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work or meets the covenant or obligation in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant. If the Landlord and the Tenant cannot agree as to whether or not there is an Unavoidable Delay within the meaning of this Article, or they cannot agree as to the length of such Unavoidable Delay, then such matter will be determined by reference to arbitration in accordance with Article 20. For the purposes of this Article 11 the inability of the Tenant to meet its financial obligations under this Lease or otherwise will not be an Unavoidable Delay.
- (b) The Tenant will act diligently and take all reasonable steps of a prudent owner to remove any Unavoidable Delay.

ARTICLE 12 - BUILDERS' LIENS

12.1 Tenant to Remove Liens

The Tenant will, throughout the Term at its own cost and expense, cause any and all builders' liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Lands or the Buildings, which may be registered against or otherwise affect the Lands or the Buildings, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Landlord in the Lands), or vacated within 42 days after the Landlord sends to the Tenant written notice by registered mail of any claim for any such lien. PROVIDED HOWEVER that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien the Tenant will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Tenant may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Landlord, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Lands or the Buildings, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the Landlord's interest in the Lands and the Buildings and in a form reasonably satisfactory to the Landlord and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Tenant will register all such documents as may be necessary to cancel such lien from the Lands and the Buildings, including the Landlord's interest in them.

12.2 Landlord Not Responsible for Liens

It is agreed that the Landlord will not be responsible for claims of builders liens filed by persons claiming through the Tenant or persons for whom the Tenant is in law responsible. The Tenant acknowledges and agrees that the improvements to be made to the lands are made at the Tenant's request solely for the benefit of the Tenant and those for whom the Tenant is in law responsible.

ARTICLE 13 - INSPECTION AND EXHIBITION BY LANDLORD

13.1 Inspection by Landlord

The Landlord and the Tenant agree that it will be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Lands and the Buildings, or any of them and to examine their condition. The Landlord will give to the Tenant notice of any repairs or restorations required in accordance with clause 8.2 and the Tenant will, within 60 days after every such notice or such longer period as provided in subclause 18.2(a), well and sufficiently repair, restore, and make good accordingly.

During the final 6 months of the Term, the Landlord will be entitled to display upon the Lands the usual signs advertising the Lands and the Buildings as being available for purchase or letting, provided such signs are displayed in such a manner as not to interfere unreasonably with the Tenant's use and enjoyment of the Lands and the Buildings.

ARTICLE 14 - OBSERVANCE OF REGULATIONS

The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the restoration, alteration and protection of the Heritage Buildings, to the construction and erection of the New Building, to the equipment and maintenance of the Buildings, to the operation, occupation, and use of the Buildings or the Lands to the extent that the Tenant operates, occupies, and uses the Buildings of any repairs, replacements, alterations, additions, changes, substitutions, or improvements of or to the Buildings, the Lands, or any part of them.

ARTICLE 15 - INDEMNITY

15.1 Breach, Violation, or Non-performance of Covenants by Tenant

The Tenant will indemnify and save harmless the Landlord, its servants, agents, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation, or non performance of any covenant, condition, or agreement in this Lease to be fulfilled, kept, observed and performed by the Tenant.

15.2 Injury, Damage, or Loss of Property

Notwithstanding the provisions of Article 7, the Tenant will indemnify and save harmless the Landlord from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Lands or the Buildings but excepting the Public Access Area; and
- (b) any damage to or loss of property occasioned by the use and occupation of the Lands or the Buildings but excepting the Public Access Area;

however, no provision of this Lease will require the Tenant to indemnify the Landlord against any actions, causes of actions, suits, claims, or demands for damages arising out of the willful or negligent acts or omissions of the Landlord, its servants, agents, or contractors, unless the act or omission involves a peril against which the Tenant is obligated to place insurance, in which case

the release and indemnity specified in clause 7.4 absolves the Landlord of all liability with respect to the act or omission.

15.3 Indemnification Survives Termination of Lease

The obligation of the Tenant to indemnify the Landlord under any provision of this Lease with respect to liability by reason of any matter arising prior to the end of the Term, including without limitation under the provisions of clauses 3.1, 3.2, 3.3, 7.4, 15.1, and 15.2, will survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

ARTICLE 16 - SUBLETTING AND ASSIGNING

16.1 Assignment

The Tenant may assign its interest in this Lease on the following conditions:

- (a) the assignment must be for the whole of the Tenant's interest in the Lease;
- (b) the assignment must be completed in a form acceptable for registration in the Land Title Office and registered in the applicable Land Title Office;
- (c) the assignment must include covenants pursuant to which the assignee agrees in writing to be bound and liable under all terms, conditions, covenants and agreement of the Tenant under this Lease; and
- (d) the Tenant must not be in default in any of its obligations under this Lease.

16.2 Release of Tenant Upon Assignment

Upon the assignment of this Lease by the Tenant in accordance with clause 16.1, the Tenant is released from any and all further obligations arising under this Lease which arise after the time of that assignment, provided that the Tenant is not released from or in respect of any default or any obligation of the Tenant under this Lease which is in respect of any matter occurring during the time that the Tenant held and interest in the Lease (which will be determined by reference to the registration dates and times of the Lease and subsequent assignments in the Land Title Office), and all obligations of the Tenant, or an assignee as applicable, arising during that time remain unaltered and in full force and effect notwithstanding that any default or failure to perform may not become known until after the time of the assignment.

16.3 Subletting by Tenant

The Tenant may sublet any portion of the Lands or Buildings provided that any use of the Lands and Buildings is in strict accordance with the uses permitted by the Heritage Revitalization Agreement.

16.4 Non-Disturbance of Subtenants

The Landlord agrees in favour of the Tenant and each subtenant that if this Lease is cancelled for any reason whatsoever prior to the expiration of the Term, the Landlord will not disturb or interfere with the possession, interest of rights of a subtenant, provided that such subtenant observes and performs for and in favour of the Landlord the subtenant's covenants and obligations in that sublease. The Landlord will sign such non-disturbance agreement as may be reasonably requested, but subject always to payment of the Landlord's reasonable legal and consulting costs without delay. Should any sublessee require a new lease directly from the Landlord on cancellation of the Lease, the Landlord will grant to such sublessee a new lease on the same terms as contained in the sublease held by that sublessee.

16.5 Mortgaging by Tenant

The Tenant will not mortgage its leasehold interest under this Lease and its interest in the Lands and the Buildings without the prior written consent of the Landlord, which consent will not be unreasonably withheld, except that the Tenant may mortgage (whether by assignment or sublease) its leasehold interest and its interest in the Lands without the consent of the Landlord for the purpose of financing the cost of restoring the Heritage Buildings and constructing the New Building but not otherwise, subject always to Article 17. The Tenant will not refinance any mortgage without the prior written consent of the Landlord, which consent will not be unreasonably withheld.

16.6 Tenant to Comply with All of Its Obligations in Respect of Assignments, Subleases, Tenancies, and Mortgages

The Tenant will observe and perform all of its obligations incurred in respect of assignments, subleases, agreements for lease, and Mortgages of its leasehold interest in the Buildings, and will not allow any such obligations to be in default; and if any such default occurs, the Landlord may, but will not be obliged to, rectify such default for the account of the Tenant, and any amount paid by the Landlord in so doing, together with all costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant on demand plus an administration fee of 10% together with interest at the rate specified in clause 2.4.

ARTICLE 17 - MORTGAGE

17.1 Rights of Mortgagee

The Mortgagee under any Mortgage referred to in clause 16.5 may enforce such Mortgage and acquire title to the leasehold estate in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Lands, and upon foreclosure of such mortgage may sell or assign the leasehold estate; and the purchaser or assignee of the leasehold estate will be liable to perform the obligations imposed upon the Tenant by this Lease only so long as such purchaser or assignee has ownership or possession of such leasehold estate. The Mortgagee may, upon foreclosure of the Mortgage, assign the leasehold estate without the consent of the Landlord provided the Mortgagee has given the Landlord an opportunity to remedy

the Tenant's default in accordance with section (6) of the tri-partite agreement attached to this Lease as Schedule "C".

17.2 Notice to and Remedies of Mortgagee

- (a) No re-entry, termination, acceptance of surrender, disclaimer, or forfeiture of this Lease by the Landlord or by a receiver, interim receiver, receiver manager, liquidator, custodian, or trustee will be valid against the Mortgagee who has executed and delivered to the Landlord a tripartite agreement in the form attached hereto as Schedule "C" unless the Landlord first has given to the Mortgagee notice of the default entitling the Landlord to reenter, terminate, or forfeit this Lease, specifying the nature of that default and stating the Landlord's intention to take such proceedings and requiring the Mortgagee:
 - (i) to cure the default specified in the notice within a period of 60 days from the date of receipt of that notice by the Mortgagee; or
 - (ii) if the default is other than the failure to pay Rent or any other sums required to be paid by the Landlord by any provisions of this Lease and if the default cannot reasonably be cured within such 60-day period, then to immediately commence to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default, and the Landlord hereby grants the Mortgagee access to the Lands and the Buildings for that purpose.
- (b) If the default is cured within the period specified, the Mortgagee will be entitled to become tenant of the Lands and Buildings for the balance of the Term remaining at the date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the Landlord and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee wishes to cure the default or contingency specified in the notice referred to in subclause 17.2(a), then the Landlord agrees to permit the curing of the default or contingency specified in such notice and the assumption of the balance of the Term by that Mortgagee whose Mortgage ranks higher in priority; but if any Mortgagee has commenced a foreclosure action, the provisions of subclause 17.2(c) will apply.

(c)

- (i) If the Mortgagee commences foreclosure proceedings against the Tenant, whether or not the Tenant is in default of the performance of its covenants and agreements with the Landlord under this Lease at the time such foreclosure proceedings are commenced, the Landlord will not re-enter, terminate, or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the Landlord to re-enter, terminate, or forfeit this Lease if the Mortgagee:
 - (A) first gives notice to the Landlord of the foreclosure proceedings,

- (B) is actively prosecuting the foreclosure proceedings without undue delay,
- (C) cures the default or contingency within a period of 60 days from the date of receipt of notice from the Landlord specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or any other sums required to be paid to the Landlord by any provision of this Lease and if such default or contingency cannot reasonably be cured within such 60-day period, immediately commences to cure the default and to diligently prosecute to conclusion all acts necessary to cure the default or contingency, and
- (D) performs and observes all of the Tenant's covenants and agreements under this Lease and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee.
- (ii) If the Mortgagee acquires title to the Tenant's interest in the Lands and the Buildings pursuant to the foreclosure proceedings, the Mortgagee will then become subrogated to the rights of the Tenant under this Lease, provided it attorns to the Landlord as tenant and undertakes to be bound by and to perform the covenants and agreements of this Lease for so long as it remains tenant and has not assigned the balance of the Term. If there is more than one Mortgage and more than one Mortgagee commences foreclosure proceedings, the right to cure any default or contingency granted by this subclause 17.2(c) to a foreclosing Mortgagee will be granted to the Mortgagee whose Mortgage ranks higher in priority.
- (d) Any re-entry, termination, or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Tenant will be valid and effectual against the Tenant even though made subject to the rights of any Mortgagee to cure any default of the Tenant and to continue as tenant under this Lease.
- (e) No entry upon the Lands or into the Buildings by the Mortgagee pursuant to this clause 17.2 for the purpose of curing any default or defaults of the Tenant will release or impair the continuing obligations of the Tenant.

17.3 Mortgage Subject to Landlord's Rights Under Lease

Subject to the provisions of clause 17.2, every Mortgage will be made expressly subject to the rights of the Landlord under this Lease.

17.4 Protection of Mortgagee (Tri-partite Agreements)

The Landlord and the Tenant agree that the obligations of the Landlord under clause 17.2 are subject to the Mortgagee entering into an agreement in the form attached to this Lease as Schedule "C", whereby the Mortgagee covenants and agrees that if it acquires title to the Tenant's interest in this Lease, but only for so long as it holds such title, it will perform and observe the covenants and agreements required of the Tenant to be performed and observed, if not

performed or observed by the Tenant, whether or not the Landlord has taken any steps to enforce performance or observance of any of the covenants and agreements in this Lease to be performed or observed by the Tenant.

ARTICLE 18 - DEFAULT BY TENANT

18.1 Re-entry on Certain Defaults By Tenant

The Landlord and the Tenant agree that subject to the provisions of clause 16.2, if:

- (a) the Tenant defaults in ensuring commencement and completion of the restoration of the Heritage Buildings as required by clause 4.3 and the Heritage Revitalization Agreement, and such default continues for a period of 90 days after written notice of intention to terminate this Lease by reason of such default has been given by the Landlord to the Tenant; or
- (b) the Tenant defaults in ensuring Commencement of Construction or Substantial Completion of the New Building by the dates specified in clause 5.3, and such default continues for a period of 90 days after written notice of intention to terminate this Lease by reason of such default has been given by the Landlord to the Tenant;

the Landlord or the Landlord's agents or employees authorized by the Landlord may immediately or at any time thereafter re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor and may repossess and enjoy the Lands, the Buildings, and all fixtures and improvements on the Lands except fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands, as liquidated damages, without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as the sole remedy of the Landlord and as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession provided that the Landlord shall be obligated to pay compensation to the Tenant as provided for in clause 18.5.

18.2 Forfeiture on Certain Other Defaults by Tenant

The Landlord and the Tenant agree that, subject to the provisions of clause 16.2, if:

- (a) the Tenant defaults in performing or observing any of its covenants or obligations under this Lease (other than those referred to in clause 18.1) and the Landlord has given to the Tenant notice of such default and at the expiration of 60 days after the giving of such notice the default continues to exist or, in the case of a default that cannot with due diligence be cured within the period of 60 days, the Tenant fails to proceed promptly after the giving of such notice to cure such default; and
- (b) the Landlord desires to re-enter the Lands and to repossess and enjoy the Lands and the Buildings and all fixtures and improvements thereon (except fixtures and improvements

that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Lands and the Buildings);

the Landlord will, unless the Tenant voluntarily surrenders the Lands and the Buildings to the Landlord, apply to the Supreme Court of British Columbia, upon not less than 14 days' notice to all persons interested in the Lands and the Buildings, for an order that either:

- (i) the interest of the Tenant in this Lease and the Lands and the Buildings for the remainder of the Term and all of the rights of the Tenant under this Lease be sold by public auction or private sale on such terms and conditions as the court deems fair and equitable in the circumstances, the proceeds from the sale to be distributed, after all Rent and other money due to the Landlord under this Lease is paid to the Landlord, in accordance with the priorities of the persons interested as aforesaid as ascertained by the court upon inquiry or reference; or
- (ii) the Landlord or the Landlord's agents or employees be authorized to re-enter the Lands and the Buildings without being liable to any prosecution or damages therefor, and
 - (A) the Landlord will pay compensation to the Tenant as provided for in clause 18.5; and thereafter,
 - (B) the Landlord may repossess and enjoy the Lands and the Buildings and all fixtures and improvements (except for fixtures and improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands), without such re-entry and repossession working a forfeiture or waiver of the Rent and other money paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession; and

in ordering such sale or re-entry, the court may direct the Registrar to cancel the Tenant's interest in the Lands and the Buildings, the registration thereof, and any certificate of leasehold charge and this Lease, and issue a new or replacement certificate in the name of the Landlord or the purchaser, as the case may be, free and clear of and from all liens, charges, and encumbrances, whatsoever. The Landlord will not be responsible for any loss to any such person interested that may arise by reason of any such sale or re-entry unless the loss occurs by reason of the wilful neglect or default of the Landlord.

18.3 Remedies of Landlord Are Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy will be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified in this Lease or at law or equity. In addition to any other remedies provided in this Lease,

the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Lease.

18.4 Waiver by Landlord

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease will not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of rent or other moneys due under this Lease with knowledge of any breach of any covenant or agreement by the Tenant will not waive such breach. No waiver by the Landlord will be effective unless made in writing.

18.5 Compensation to Tenant

Where this Lease is terminated pursuant to the provisions of clauses 4.4, 5.4 and 18.2 the Landlord shall either:

- (a) pay to the Tenant in a lump sum by bank draft an amount equal to the fair market value of all improvements made to the Lands including but not limited to the Heritage Buildings and the New Building (the "Fair Market Value") such payment to be made within 30 days of the Fair Market Value being determined. The Fair Market Value will be determined by an appraiser retained by and at the expense of the Landlord, who has designation from the Appraisal Institute of Canada AACI or the Real Estate Institute of British Columbia RIBC, which appraisal will be dated within 30 days (before or after) the date of termination of this Lease and a copy of which the Landlord will provide to the Tenant within 30 days of the termination date. If the Tenant disagrees with the Landlord's appraisal, the Tenant may cause its own appraisal to be prepared by an appraiser by and at its expense having the designation identified above, which appraisal the Tenant will provide to the Landlord no later than 30 days from the delivery of the Landlord's appraisal. If the Tenant's appraisal exceeds the Landlord's appraisal by greater than 10% of the Landlord's appraisal amount, the Landlord and the Tenant will jointly retain a third appraiser with the gualifications described above to complete an appraisal at least 21 days from the date of delivery of the Tenant's appraisal and the resulting appraisal amount will be the reimbursement amount payable to the Tenant. If the Landlord and the Tenant are unable to agree on the person who will act as the third appraiser, then the third appraiser will be selected by a single arbitrator jointly by the parties, and if the parties are unable to agree on an arbitrator, either party may apply to court for appointment of an arbitrator in accordance with the Arbitration Act (British Columbia) and the arbitrator's fees will be paid by the losing party, as determined by the arbitrator;
- (b) elect to sell the Lease forthwith, or as soon as reasonably possible, to a third party acting in good faith to obtain the best possible price (the "Third Party Sale"). Within seven (7) days of the completion of the Third Party Sale the Landlord shall deduct its reasonable costs related to the termination of the Lease and the Third Party Sale and thereafter pay the Tenant the lesser of the Fair Market Value as determined in clause 18.5(a) above and the remainder of the Third Party Sale proceeds. Any remaining proceeds of the Third Party Sale

shall be shared equally by the Landlord and the Tenant. For certainty, for the purposes of clause 18.5(b) only, nothing in this clause 18.5(b) obligates the Landlord to pay the Tenant the Fair Market Value as determined in clause 18.5(a) above if that value exceeds the Third Party Sale proceeds less the Landlord's reasonable costs as set out herein.

ARTICLE 19 - COVENANTS AND REPRESENTATIONS OF LANDLORD

19.1 Covenant Respecting Charges and Encumbrances

- (a) The Landlord covenants with the Tenant that the Landlord has a good and marketable title in fee simple to the Lands and that the Landlord has not at any time prior to the reference date of this Lease made, done, committed, executed, or wilfully or knowingly permitted any act, deed, matter, or thing whatsoever whereby the Lands or any part of the Lands are charged or encumbered in title or estate other than the subsisting exceptions and reservations contained in the original grant of the Lands from the Crown and any restrictive covenants and/or easements and/or rights-of-way in favour of the Landlord or other public bodies that may be registered against the Lands.
- (b) The Landlord and the Tenant have executed this Lease in registrable form and this Lease may be registered by the Tenant on the title to the Lands in priority to all mortgages and other financial liens, charges, and encumbrances thereon. If any such mortgage or financial lien, charge, or encumbrance is registered before this Lease is registered, the Landlord will use reasonable efforts to promptly (that is, within 60 days after commencement of the term of this Lease) obtain and register a postponement of it by which the interests of such mortgagee or other financial lien, charge, or encumbrance holder will be subject to the rights and interests of the Tenant under this Lease as if this Lease had been executed and registered prior to the execution and registration of such mortgage or financial lien, charge, or encumbrance and prior to the advancement of any money upon the security of them.

19.2 Covenant Respecting Authority to Lease

The Landlord covenants with the Tenant that it now has in itself good right, full power, and authority to lease the Lands to the Tenant in the manner and according to the true intent of this Lease.

19.3 Covenant Respecting Municipal Servicing

The Landlord covenants with the Tenant to provide, at its own cost and in accordance with all bylaws of the Authority, municipal water, stormwater and wastewater services to the Lands.

19.4 Landlord's Sale, Transfer, or Assignment

If the Landlord sells, transfers, or otherwise disposes of its interest in the Lands or any part thereof, or if the Landlord assigns this Lease in whole or in part, then the Landlord will cause the purchaser, transferee or assignee, as the case may be, to enter into an agreement with the Tenant under which such purchaser, transferee or assignee covenants that, so long as it retains any interest in the Lands or the Lease, it will perform the obligations of the Landlord under this Lease

and be bound by all of the provisions of this Lease, including this provision as to sales or other transfers and assignments, which will apply to each and every subsequent sale, transfer or assignment of any interest in the Lands or this Lease, provided that this clause 19.4 will not apply to transfers effected pursuant to clause 23.3, and further provided that any such transfer will not release the Landlord from any of its obligations under this Lease without the written consent of the Tenant, not to be unreasonably withheld.

ARTICLE 20 - DISPUTE RESOLUTION

If the Landlord and the Tenant do not agree on any matter that is by any provision of this Lease to be determined by arbitration, such disagreement will be referred to three arbitrators, one of whom will be chosen by the Landlord, one by the Tenant, and the third by the two so chosen, and the third arbitrator so chosen will be the chair. The award may be made by the majority of the arbitrators appointed. If, within 15 days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. Each party will pay its own costs of attending the reference. The costs of the arbitrators and the award will be in the discretion of the arbitrators, who may direct to and by whom and in what manner those costs or any part of those costs be paid, and may tax or settle the amount of costs to be paid or any part of those costs, and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided in this Article 20, the rules of the British Columbia International Commercial Arbitration Centre as amended from time to time will apply. The case will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Domestic Commercial Arbitration: Rules of Procedure". The case will be conducted, to the extent reasonably possible, in Kelowna, British Columbia.

ARTICLE 21 - CONDUCT ON LANDS AND BUILDINGS

Taking into account that during restoration of the Heritage Buildings and construction of the New Building the Lands will be operated as a normal construction site, the Tenant covenants and agrees with the Landlord that it will not carry on or do, or allow to be carried on or done upon the Lands or in the Buildings any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

ARTICLE 22 - SURRENDER OF LEASE

At the expiration or sooner determination of the Term, the Tenant will surrender the Lands and the Buildings to the Landlord in the condition in which they were required to be kept by the Tenant under the provisions of this Lease, except as otherwise expressly provided in this Lease. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Lands and the Buildings as provided.

ARTICLE 23 - QUIET ENJOYMENT AND OWNERSHIP OF TENANT'S FIXTURES

23.1 Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant will and may peaceably enjoy and possess the Lands for the Term, without interruption or disturbance whatsoever from the Landlord or any other person, firm, or corporation lawfully claiming from or under the Landlord, provided however that nothing in this clause 23.1 will limit the rights of access reserved by the Landlord under clause 8.7, the rights of inspection conferred upon the Landlord by clause 13.1, the right of the Landlord to show the Lands and the Buildings and to post "for rent" or "for sale" signs, pursuant to clause 13.2.

23.2 Ownership of Tenant's Fixtures

The Tenant may confer upon subtenants or occupants of the Buildings the right of property in, or the right to remove fixtures or improvements that are of the nature of usual tenant's fixtures and normally removable by tenants, and that are not part of the Buildings or the Lands. The Tenant will make good, or will cause such tenants to make good, any damage to the Buildings caused by any removal of the tenant's fixtures. If any such tenant's fixtures are not removed upon the termination of this Lease, the Tenant agrees to remove them at its cost, if requested to do so by the Landlord, within seven days of the termination of this Lease. If the Landlord does not request that the Tenant remove any such tenant's fixtures, then upon the termination of this Lease they will become the absolute property of the Landlord free of all encumbrances.

23.3 Compliance with Existing Encumbrances and Landlord's Right to Further Encumber

The Tenant will use and occupy the Lands and Buildings in strict compliance with any charges, liens, and interests registered on title to the Lands as of the Commencement Date of this Agreement and at any time thereafter, including, without limitation, any charges, liens, and interested registered in favour of the City of Kelowna. For certainty and without limiting the foregoing, the Tenant will comply with all obligations of the grantor as set out in the statutory right of way registered on title to the Lands in favour of the City of Kelowna under number ______, in respect of the Public Access Area. The Landlord hereby reserves the right to further charge the Lands, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority so long as such further charge does not unreasonably interfere with the Tenant's ongoing use of the Lands or the Buildings; provided that the Landlord first obtains the Tenant's consent which consent shall not be unreasonably withheld. For the purposes of this clause it would be reasonable for the Tenant to provide its consent if the requested charge significantly and negatively affected the Tenant's use of the Lands and Buildings as provided for under this Lease.

23.4 Ownership of the Buildings

The Landlord and the Tenant agree that the title to and ownership of the Buildings and all alterations, additions, changes, substitutions, or improvements to them will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Buildings in the Landlord as owner of the freehold. The title to and ownership of the Buildings will not pass to or become vested in the Landlord until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Buildings will become the absolute property of the Landlord free of all encumbrances.

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ARTICLE 24 - OVERHOLDING

The Tenant covenants and agrees with the Landlord that if the Tenant holds over and the Landlord accepts Rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month, at a rent that is the Fair Market Rent of the Lands as agreed between the Landlord and the Tenant, or, failing such agreement, as determined by arbitration pursuant to Article 20, and not a tenancy from year to year and will be subject to the covenants and conditions in this Lease so far as they are applicable to a tenancy from month to month.

ARTICLE 25 - NOTICE

All notices, demands, and requests that may be or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered addressed to the parties at the addresses set out on the title page of this Lease, or such other addresses as the parties may from time to time advise by notice in writing. Mortgagees of this Lease will supply their respective mailing addresses to the Landlord and the Tenant. The date of receipt of any such notice, demand, or request will be deemed to be the date of delivery if such notice, demand, or request is served personally or if mailed on the second business day following the date of such mailing, provided however that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown of postal service, or other labour dispute that affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

ARTICLE 26 - ENVIRONMENTAL

26.1 Environmental Provisions

The Tenant covenants and agrees with the Landlord to:

- (a) develop and use the Lands and Buildings only in compliance with all Environmental Laws;
- (b) permit the Landlord to investigate the Lands and Buildings, any goods on the Lands or Buildings, and the Tenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Lease;

- (c) within 6 months before the expiration of this Lease, or within 6 months after the earlier termination of this Lease, the Tenant will obtain at the Tenant's cost a report from an independent consultant designated or approved by the Landlord verifying compliance with Environmental Laws and this Lease or the extent of any non-compliance;
- (d) at any other time during the Term other than as set out in paragraph (c), upon the reasonable request of the Landlord, from time to time, the Tenant will obtain at the Landlord's cost a report from an independent consultant designated or approved by the Landlord verifying compliance with Environmental Laws and this Lease or the extent of any non-compliance;
- (e) except in compliance with Environmental Laws, not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Lands or Buildings without notifying the Landlord in writing and receiving prior written consent from the Landlord, which consent may be unreasonably or arbitrarily withheld;
- (f) promptly remove any Environmental Contaminants from the Lands or Buildings in a manner that conforms to Environmental Laws governing their removal; and
- (g) notify the Landlord in writing of:
 - (i) any enforcement, clean up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant, the Lands, or the Buildings pursuant to any Environmental Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant, the Lands, or the Buildings relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Lands or Buildings or any real property adjoining or in the vicinity of the Lands that could subject the Tenant, the Lands, or the Buildings to any fines, penalties, orders, or proceedings under any Environmental Laws.

26.2 Landlord May Make Inquiries

The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government authority with respect to the compliance by the Tenant with Environmental Laws, and the Tenant agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

ARTICLE 27 - MISCELLANEOUS

27.1 Certificate of Good Standing

The Landlord and the Tenant agree that at any time and from time to time upon not less than 15 days' prior request by the other party, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid, and the request will specify the charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular inquiries, the party who requests the statement is not in default under any provisions of this Lease, or if in default, the particulars of the default.

This certification will be provided by the Landlord on the following conditions:

- (i) that neither the Landlord nor the party signing on behalf of the Landlord be liable for any damage or expense should for any reason, including negligence, the information provided be inaccurate, incomplete, or misleading;
- (ii) that should any or all of the information be inaccurate, incomplete, or misleading for any reason, including negligence, the Landlord will, as against any person or corporation who may rely on the contents of this certification statement, be able to assert and enforce its full rights in strict accordance with the Lease as if this certification statement had not been signed on behalf of the Landlord and as if any or all persons and corporations who may rely on the contents of the certification statement had not relied on the contents of the certification statement.

27.2 Time Is of the Essence

Time is of the essence of this Lease.

27.3 No Modification

This Lease may not be modified or amended except by an instrument in writing of equal formality as this Lease executed by the Landlord and the Tenant or by the successors or assigns of the Landlord and the successors or permitted assigns of the Tenant.

27.4 Successors and Assigns

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

This Lease shall be construed and governed by the laws of the Province of British Columbia and the Tenant and Landlord attorn to the jurisdiction of the courts of the said Province. Should any provision or provisions of the Lease and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

27.6 Registration

The Landlord consents to the Tenant registering the Lease or short form on the title to the Lands in the Kamloops Land Title Office under the *Land Title Act*, RSBC 1996, c 250 or any legislation in substitution for the Act, and will execute and deliver all necessary documents to provide this Lease in registrable form.

27.7 Entire Agreement

The Tenant and Landlord acknowledge that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed by the Landlord and the Tenant.

27.8 Further Assurances

The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Lease.

27.9 Right of First Refusal to Lease

- (a) If the Tenant:
 - (i) duly and regularly pays the Rent and observes and performs the covenants, provisos, and agreements contained in this Lease on its part to be paid, observed, and performed;

then during the Term (and for a period to and including one year after the expiry of the Term) the Tenant will have a right of first refusal (the "Right of First Refusal") to lease the Lands and Buildings, upon the following terms and conditions:

- (ii) if the Landlord receives and is prepared to accept a bona fide offer to lease (the "Agreement") from a third party, the Landlord will provide the Tenant with a true copy of the Agreement;
- (iii) the Tenant will have thirty (30) business days after delivery to the Tenant of the copy of the Agreement to deliver a written notice (the "Acceptance Notice") to the Landlord exercising the Tenant's Right of First Refusal;

- (iv) if the Tenant delivers the Acceptance Notice to the Landlord within the applicable time period, there will be a binding agreement to lease between the Landlord and the Tenant with respect to the Lands and Buildings on the terms and conditions specified in the Agreement, except that the permitted use of the Lands and Buildings will, at the Tenant's option, be as provided in this Lease.
- (b) If the Tenant fails to deliver the Acceptance Notice to the Landlord within the applicable time period:
 - (i) the Landlord may at any time during the six-month period thereafter enter into a lease of the Lands and Buildings with any third party on substantially the same terms and conditions as specified in the Agreement, and failing such leasing, the provisions of the Right of First Refusal will again apply to the Lands and Buildings for the remainder of the time period set out in clause 27.9(a) above; and
 - (ii) if the Landlord leases the Lands and Buildings in accordance with clause 27.9(b)(i), the Tenant's Right of First Refusal with respect to the Lands and Buildings will lapse and be of no further force and effect.

27.10 Renewals and Extensions

The parties may renew or extend this Lease by agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

| LANDLORD: Executed a KELOWNA | nd delivered | by | СІТҮ | OF) |
|---|-----------------------------|----|------|-------------|
| Per: Authoriz | ed Signatory | | |)) |
| Per: Authoriz | ed Signatory | | |) |
| TENANT: Executed an PROPERTIES | nd delivered INC. | by | JEM | HTB) |
| Per: Authoriz | ed Signatory | | |))) |
| Per: Authoriz | ed Signatory | | |)) |

SCHEDULE "A"

LEASE PLAN

SCHEDULE "B-1"

HERITAGE REVITALIZATION AGREEMENT

See next page

SCHEDULE "A" HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT dated as of the 20 day of June, 2017

BETWEEN:

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

(herein called the "CITY")

OF THE FIRST PART

AND: JEM HTB Properties Inc. of 401 – 590 KLO Road, Kelowna, British Columbia, V1Y7S2

(herein called the "LEASEE")

OF THE SECOND PART

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

AND WHEREAS the Leasee has interest in certain real property on which is situated a building of heritage value, pursuant to the City's Heritage Register, which property and building are located at 4629 Lakeshore Road, Kelowna, BC and legally described as:

Parcel Identifier: 025-433-997 Lot A, Section 25 Township 28, SDYD, Plan KAP71341

(herein called the "Heritage Lands")

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

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

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

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

Page **2** of **6**

SCHEDULE "A" HRA1

1.0 Heritage Revitalization

- 1.1 The parties agree that the Heritage Lands have heritage value, deserving of protection and conservation and the Leasee specifically agrees to maintain, preserve and protect" the heritage * character of the buildings located on the Surtees Property in accordance with attached Schedule "AA".
- 1.2 The parties agree that the Heritage Lands may, notwithstanding Zoning Bylaw No. 8000 including the provision identified in the P3–Parks and Open Space zoning on the Heritage Lands, be developed under the following regulations:

| | HRA17-0001 Regulations | | |
|--|--|--|--|
| CRITERIA | Parameter | | |
| | Permitted Uses | | |
| Principal Uses | (a) animal clinics, minor (b) breweries and distilleries, minor (c) child care centre, major (d) child care centre, minor (e) community garden (f) community recreation services (g) financial services (h) food primary establishment (i) Health Services, Major (j) Health Services, Minor (k) liquor primary establishment, minor (l) parks & open space (m) participant recreation services, outdoor (o) personal service establishments (p) private clubs (q) public libraries and cultural exhibits (r) offices (s) retail liquor sales establishment (t) retail stores, convenience | | |
| Secondary Uses | (u) retail stores, general (a) agriculture, urban (b) amusement arcades, minor (c) home based businesses, minor (d) residential security/operator unit | | |
| | Development Regulations | | |
| Max commercial FAR | 0.3 | | |
| Max Residential FAR | 0.2 | | |
| Max Site Coverage | 40% | | |
| Max Height | 10.5 m or 2 ½ storeys | | |
| Setbacks | n/a | | |
| | Parking Regulations | | |
| Parking for Commercial | 15 stalls required | | |
| Parking for Public (Trail Head spaces) | 13 stalls | | |

Page 3 of 6

SCHEDULE "A" HRA1

| Specific Rules | a) | Drive-in and drive-thru food services are not a permitted form of development |
|--|-----------|--|
| Notes Definitions and meaning of words are extracted fi | om City o | f Kelowna Zoning Bylaw No.8000 as amended from time to time. |

- 1.3 The parties agree that, except as varied or supplemented by the provisions of this agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the property and commercial business.
 - 1.3.1 To clarify Bylaw No. 10515 Development Cost Charges will not apply to any of the restored buildings onsite and will only apply to the one (1) new commercial building permitted through this agreement.
- 1.4 Where a Heritage Alteration Permit is required, the discretion to approve, refuse, or revise such permit is delegated by Council to the Director of Community Planning.

2.0 Conservation and Maintenance of Existing Development.

- 2.1 The lease agrees not to alter the exterior of the heritage buildings or heritage character other than as described in Schedule "B" pursuant to a Heritage Alteration Permit issued by the City, and in accordance with this agreement.
- 2.2 The lease agrees to maintain the exterior of the Heritage Buildings (barn and house) on the Heritage Lands in general accordance with the Heritage Report labelled "Surtees House & Barn, 4629 Lakeshore Road" prepared by Donald Luxton and Assoc. (dated March 2017) attached hereto as Schedule "D". The interior layout of the heritage buildings will be determined by the Leasee, subject to BC Building Code requirements.
- 2.3 If original features must be replaced, the new material shall be similar or identical to the original. Where original features were removed through earlier renovations or alterations and the replacements were not in keeping with the original style of the building, any subsequent replacement of these features shall complement the building's heritage style.

3.0 Proposed Development

- 3.1 The parties agree that no more than one (1) new commercial building with a foot print of no more than 2,200 square feet and a total gross building area of no more than 4,400 square feet. The building character of this new building is to contrast with the existing heritage buildings in a manner that provides a strong juxtaposition between the two forms. The building is to confirm to provincial building codes. Such new development is attached hereto as Schedule "B".
- 3.2 The Leasee agrees to undertake and maintain appropriate landscaping on the subject property in general accordance with the landscape plan attached hereto as Schedule "C" and forming part of this agreement.
- 3.3 The Leasee agrees to undertake and maintain an internal road network as required for vehicle circulation and associated parking areas. The road network should be able to accommodate future parking expansion requirements by the City for the Bellevue Creek linear park. A combination of asphalt and concrete or concrete pavers shall be used to create an aesthetically pleasing road network. All pedestrian crossings over the road area shall be combined with traffic calming measures such as raised crossings and signage to ensure pedestrian safety. This road network will be in accordance with the landscape plan attached hereto as Schedule "C".
- 3.4 The Leasee agrees to undertake and maintain public (pedestrian and vehicular) access from Lakeshore Road to the future trail head for the Bellevue Creek Linear Park. This access network will be in accordance with the landscape plan attached hereto as Schedule "C". The Leasee will be required to guarantee public access from 6:00am – 11:00pm (or as otherwise stipulated in Bylaw No. 10680). The Leasee acknowledges that the Subject Lands will be encumbered with a

Page 4 of 6

SCHEDULE "A" HRA1

Statutory Right of Way guaranteeing public access to the site in a manner agreed upon between the City and Leasee.

- 3.5 It is the goal of the City and Leasee to preserve the natural state of the site. The City understands that due to the development and the associated road right of way, some trees will need to be removed. All efforts shall be made by the Leasee to minimize the site impact in order to protect the trees and hillside vegetation. There is a registered covenant (KT71699) on title to protect the existing hillside and associated vegetation.
- 3.6 As part of this agreement it is understood that the Leasee will require signage on each of the buildings including the Heritage Buildings. All signage will conform to City of Kelowna Sign Bylaw # 8235. For the Heritage Buildings signage will be limited to the approximate size and locations as described within Schedule "B". All signage on the property must be non-illuminated and non-animated.
- 3.7 As part of this agreement it is understood that the Leasee will document the decisions made during the construction process and how they relate to the principles set out in the statement of significance & conservation plans as outlined in the Donald Luxton and Associates Report dated March 2017.
- 3.8 As part of this agreement a Heritage Alteration Permit application will be triggered by any changes to the Statement of Significance with respect to the heritage structures on the property as identified in Schedule 'D'.

4.0 Damage or Destruction

4.1 In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:

a) The Leasee may repair the Heritage Building in which event the Leasee shall forthwith commence the repair work and complete same within one year of the date of damage;

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

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

5.0 Breach

5.1 In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 30 days of receipt of the notice. In the event that the Leasee fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

6.o Amendment

6.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:

a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or;

SCHEDULE "A" HRA1

b) By Heritage Alteration Permit (HAP), issued pursuant to Section 617 of the Local Government Act.

7.0 Representations

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

8.0 Statutory Functions

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

9.0 Inurement

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

10.0 Other Documents

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

11.0 Notices

- Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows:
 - (a) To the City:

City of Kelowna 1435 Water Street Kelowna, B.C. V1Y 1J4

ATTENTION: City Clerk

(b) To the Leasee:

JEM HTB Properties Inc. 401 – 590 KLO Road Kelowna, BC V1Y7S2

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

12.0 No Partnership or Agency

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

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

SCHEDULE "A" HRA1

Page 6 of 6

CITY OF KELOWNA By its authorized signatories

Mayor Colin Basran, MAYOR ¥., Stephen Fleming, City Clark City Clerk

JEM HTB Properties Inc. By its authorized Signatories

Shane Worman

In the presence of:

Heather Kirk

Witness (print name)

وساد المساحل المسراب

Witness (Signature)

3971 Carrall Rd., Westbank, B.C. Address

Beakkeeper Occupation

SCHEDULE "B-2"

AMENDING AGREEMENT

SCHEDULE "C"

TRIPARTITE AGREEMENT

THIS AGREEMENT made _____

BETWEEN:

JEM HTB PROPERTIES INC. (Inc. No. BC0949919), c/o Pushor Mitchell LLP, 3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Tenant")

AND:

(the "Mortgagee")

AND:

CITY OF KELOWNA, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "Landlord")

WHEREAS:

- A. By a lease dated for reference ______, 2017 (the "Lease"), and registered in the land title office under registration number _____, on the terms and conditions therein contained, the Landlord did demise and lease to the Tenant, as Tenant, those lands in the Province of British Columbia more particularly known and described as that portion of Lot A Section 25 Township 28 Similkameen Division Yale District Plan KAP71341 shown outlined in bold on Leasehold Subdivision Plan EPP _____ (the "Lands");
- B. By an indenture of mortgage (the "Mortgage") made ______ between the Tenant as mortgagor, and the Mortgagee, and registered in the land title office under number ______, the Tenant did demise and assign by way of mortgage unto the Mortgagee all of the Tenant's right, title, and interest in the Lands under the Lease to secure a loan in the sum of \$______;
- C. The Mortgagee is a "Mortgagee", as defined under clause 1.1 of the Lease, and desires to have every opportunity to protect its interest and security.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of One Dollar (\$1.00) now paid by each of the Mortgagee, the Landlord, and the Tenant to the others (the receipt of which is hereby acknowledged by each of the parties):

- (1) The Landlord covenants and agrees with the Mortgagee that the Landlord:
 - (a) will not accept a surrender of the Lease, in whole or in part, without the prior written consent of the Mortgagee, not to be unreasonably withheld; and
 - (b) will not agree to any modification or amendment to the Lease:
 - (i) that may adversely affect the Mortgagee's security without the prior written consent of the Mortgagee, such consent not to be unreasonably withheld (provided that if the Mortgagee has neither provided its consent nor advised the Landlord in writing within 45 days of receipt of a request from the Landlord for its consent that it will not provide its consent, the Mortgagee will be deemed to have consented to the modification or amendment), or
 - (ii) that does not materially adversely affect the Mortgagee's security without giving the Mortgagee seven days' prior written notice.
- (2) The Tenant acknowledges and represents to the Mortgagee that it has entered into possession of the Lands pursuant to the terms of the Lease.
- (3) The Landlord covenants and agrees to grant and provide to the Mortgagee all rights, assurance, and notice afforded under the terms of the Lease to a "Mortgagee", as defined in the Lease, and, without limiting the generality of the foregoing, all remedies afforded a "Mortgagee" under the Lease.
- (4) The Landlord and the Tenant mutually covenant and agree, at any time and from time to time, upon not less than 30 days' prior request by the Mortgagee, to execute, acknowledge, and deliver to the Mortgagee a statement in writing certifying that:
 - (a) the Lease is unmodified and in full force and effect, or, if there have been modifications, that same is in full force and effect as modified and identifying the modifications;
 - (b) the dates to which the rent and other charges payable under the Lease have been paid, provided that the request specifies with particulars the charges in respect of which such information is required; and
 - (c) to the best knowledge of the maker of the statement, without having conducted any searches or made any particular inquiries, the other party to the Lease is not in default under the provisions of the Lease, or, if in default, the particulars of the default.
- (5) If the Mortgagee acquires title to the Tenant's interest in the Lands, the Mortgagee covenants and agrees to attorn as tenant under the Lease pursuant to the terms thereof for so long as it remains tenant and has not assigned the balance of the Term, and hereby acknowledges that it has had the opportunity to read the Lease and upon attorning as tenant under the Lease will adopt the covenants and agreements of the Lease on the part

of the Tenant to be performed and observed as though such provisions were incorporated in and formed a part of this Agreement, provided that the provisions of this clause (5) will not limit or affect the Landlord's rights to re-enter, seek an order for sale, terminate, or forfeit the Lease if the Mortgagee fails to comply with the requirements of clause 17.2 of the Lease. If the Mortgagee complies with the requirements of this clause (5) and clause 17.2 of the Lease, the Mortgagee will be given and afforded the right, privileges, and benefits of the Tenant under the Lease.

- (6) In the event that the Tenant is in default of its obligations to the Mortgagee, prior to commencing foreclosure proceedings against the Tenant the Mortgagee agrees to provide the Landlord with a fifteen (15) day period during which the Landlord may, at the Landlord's option (and, for clarity, without obligation to proceed with either option below):
 - (a) pay funds to the Mortgagee (in a lump sum) to satisfy the indebtedness owing by the Tenant to the Mortgagee under the Mortgage and, subject to paragraph (c), thereupon terminate the Lease; or
 - (b) with the prior consent of the Mortgagee, acting reasonably, and subject to paragraph (c), take over the Tenant's leasehold interest in the Lands and assume the Mortgage and pay amounts in default by the Tenant to the Mortgagee under the Mortgage and making further debt payments under the Mortgage in accordance with the payment schedule under the Mortgage and, if the Tenant's leasehold interest then merges with the Landlord's ownership interest in the Lands, register the Mortgage against title to the Lands;
 - (c) and in either case, a valuation of the improvements in accordance with clause 18.5 of the Lease must be provided to the Tenant before the Landlord exercises any option under this Section (6), and where the fair market value of the improvements so determined exceeds the amount required to satisfy the indebtedness owning by the Tenant to the Mortgagee (the **"Tenant's Improvement Equity**"), the Landlord will pay to the Tenant in a lump sum the Tenant's Improvement Equity by bank draft concurrently with the Landlord's payment in paragraph (a) or assumption in paragraph (b), as applicable, provided that were the Tenant has exercised its right under clause 18.5 of the Lease to obtain further appraisals, the timing of the Landlord's payment is delayed until 30 days after the final determination of the fair market value.
- (7) In the event of loss or damage to the Lands or any building on the Lands for which insurance monies become payable to the Mortgagee, the Mortgagee shall apply the insurance monies in accordance with Article 7 of the Lease.
- (8) If the Tenant and the Landlord cannot agree as to any matters regarding the Lease and they decide that the resolution of that matter is to be determined by arbitration pursuant to the arbitration provisions of the Lease, the Mortgagee will be given adequate notice of such arbitration proceedings; and if in the reasonable opinion of the Mortgagee such proceedings may affect its mortgage security, the Mortgagee will be given a reasonable

opportunity by the Tenant and the Landlord to participate in the arbitration proceedings if the Mortgagee considers such proceedings may affect its mortgage security.

- (9) If the Mortgagee has cured all defaults and contingencies of which the Mortgagee has received notice from the Landlord under clause 17.2 of the Lease, then it will be entitled to permit the Tenant to continue as tenant of the Lands unless the Mortgagee has acquired the right, title, and interest of the Tenant in the Lands under the Lease, in which case the provisions of clause (5) of this Agreement will apply.
- (10) This Agreement will be deemed to terminate and be of no further force and effect and the obligations, if any, of the Mortgagee under the Lease as tenant will cease and be of no further force and effect at such time as the Mortgage has been paid in full, has been terminated or released in accordance with the terms and conditions contained in the Lease, or has been released or discharged from the Lands or the Mortgagee has assigned the balance of the Term; unless, having obtained an order absolute in foreclosure proceedings against the Tenant, the Mortgagee elects otherwise to continue this Agreement in full force and effect and to be bound as tenant under the Lease.
- (11) This Agreement will enure to the benefit of and be binding upon the parties to it, and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

| TENANT: Executed an PROPERTIES I | | by | JEM | НТВ |)) |
|---|----------------|----|-----|-----|--------|
| Per: | | | | |) |
| Authorized Sig | gnatory | | | |) |
| MORTGAGEE: Executed and | delivered by _ | | | |) |
| Per: | | | | |) |
| Authorized Sig | gnatory | | | |) |

LANDLORD:

Executed and delivered by CITY OF) KELOWNA)

Per:

Authorized Signatory

)

)

Schedule C Heritage Revitalization Agreement

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT dated as of the 20 day of June 2017

BETWEEN:

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

(herein called the "CITY")

OF THE FIRST PART

AND: JEM HTB Properties Inc. of 401 – 590 KLO Road, Kelowna, British Columbia, V1Y7S2

(herein called the "LEASEE")

OF THE SECOND PART

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

AND WHEREAS the Leasee has interest in certain real property on which is situated a building of heritage value, pursuant to the City's Heritage Register, which property and building are located at 4629 Lakeshore Road, Kelowna, BC and legally described as:

Parcel Identifier: 025-433-997 Lot A, Section 25 Township 28, SDYD, Plan KAP71341

(herein called the "Heritage Lands")

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

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

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

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

Page **2** of **6**

SCHEDULE "A" HRA1

1.0 Heritage Revitalization

- 1.1 The parties agree that the Heritage Lands have heritage value, deserving of protection and conservation and the Leasee specifically agrees to maintain, preserve and protect" the heritage * character of the buildings located on the Surtees Property in accordance with attached Schedule "AA".
- 1.2 The parties agree that the Heritage Lands may, notwithstanding Zoning Bylaw No. 8000 including the provision identified in the P3 Parks and Open Space zoning on the Heritage Lands, be developed under the following regulations:

| | HRA17-0001 Regulations | | |
|--|--|--|--|
| CRITERIA | Parameter | | |
| | Permitted Uses | | |
| Principal Uses | (a) animal clinics, minor (b) breweries and distilleries, minor (c) child care centre, major (d) child care centre, minor (e) community garden (f) community recreation services (g) financial services (h) food primary establishment (i) Health Services, Major (j) Health Services, Minor (k) liquor primary establishment, minor (l) parks & open space (m) participant recreation services, outdoor (o) personal service establishments (p) private clubs (q) public libraries and cultural exhibits (r) offices (s) retail liquor sales establishment (t) retail stores, convenience | | |
| Secondary Uses | (u) retail stores, general (a) agriculture, urban (b) amusement arcades, minor (c) home based businesses, minor (d) residential security/operator unit | | |
| | Development Regulations | | |
| Max commercial FAR | 0.3 | | |
| Max Residential FAR | 0.2 | | |
| Max Site Coverage | 40% | | |
| Max Height | 10.5 m or 2 ½ storeys | | |
| Setbacks | n/a | | |
| | Parking Regulations | | |
| Parking for Commercial | 15 stalls required | | |
| Parking for Public (Trail Head spaces) | 13 stalls | | |

Page 3 of 6

SCHEDULE "A" HRA1

| Specific Rules | a) | Drive-in and drive-thru food services are not a permitted form of development |
|--|-----------|--|
| Notes Definitions and meaning of words are extracted fi | om City o | f Kelowna Zoning Bylaw No.8000 as amended from time to time. |

- 1.3 The parties agree that, except as varied or supplemented by the provisions of this agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the property and commercial business.
 - 1.3.1 To clarify Bylaw No. 10515 Development Cost Charges will not apply to any of the restored buildings onsite and will only apply to the one (1) new commercial building permitted through this agreement.
- 1.4 Where a Heritage Alteration Permit is required, the discretion to approve, refuse, or revise such permit is delegated by Council to the Director of Community Planning.

2.0 Conservation and Maintenance of Existing Development.

- 2.1 The lease agrees not to alter the exterior of the heritage buildings or heritage character other than as described in Schedule "B" pursuant to a Heritage Alteration Permit issued by the City, and in accordance with this agreement.
- 2.2 The lease agrees to maintain the exterior of the Heritage Buildings (barn and house) on the Heritage Lands in general accordance with the Heritage Report labelled "Surtees House & Barn, 4629 Lakeshore Road" prepared by Donald Luxton and Assoc. (dated March 2017) attached hereto as Schedule "D". The interior layout of the heritage buildings will be determined by the Leasee, subject to BC Building Code requirements.
- 2.3 If original features must be replaced, the new material shall be similar or identical to the original. Where original features were removed through earlier renovations or alterations and the replacements were not in keeping with the original style of the building, any subsequent replacement of these features shall complement the building's heritage style.

3.0 Proposed Development

- 3.1 The parties agree that no more than one (1) new commercial building with a foot print of no more than 2,200 square feet and a total gross building area of no more than 4,400 square feet. The building character of this new building is to contrast with the existing heritage buildings in a manner that provides a strong juxtaposition between the two forms. The building is to confirm to provincial building codes. Such new development is attached hereto as Schedule "B".
- 3.2 The Leasee agrees to undertake and maintain appropriate landscaping on the subject property in general accordance with the landscape plan attached hereto as Schedule "C" and forming part of this agreement.
- 3.3 The Leasee agrees to undertake and maintain an internal road network as required for vehicle circulation and associated parking areas. The road network should be able to accommodate future parking expansion requirements by the City for the Bellevue Creek linear park. A combination of asphalt and concrete or concrete pavers shall be used to create an aesthetically pleasing road network. All pedestrian crossings over the road area shall be combined with traffic calming measures such as raised crossings and signage to ensure pedestrian safety. This road network will be in accordance with the landscape plan attached hereto as Schedule "C".
- 3.4 The Leasee agrees to undertake and maintain public (pedestrian and vehicular) access from Lakeshore Road to the future trail head for the Bellevue Creek Linear Park. This access network will be in accordance with the landscape plan attached hereto as Schedule "C". The Leasee will be required to guarantee public access from 6:00am – 11:00pm (or as otherwise stipulated in Bylaw No. 10680). The Leasee acknowledges that the Subject Lands will be encumbered with a

Page 4 of 6

SCHEDULE "A" HRA1

Statutory Right of Way guaranteeing public access to the site in a manner agreed upon between the City and Leasee.

- 3.5 It is the goal of the City and Leasee to preserve the natural state of the site. The City understands that due to the development and the associated road right of way, some trees will need to be removed. All efforts shall be made by the Leasee to minimize the site impact in order to protect the trees and hillside vegetation. There is a registered covenant (KT71699) on title to protect the existing hillside and associated vegetation.
- 3.6 As part of this agreement it is understood that the Leasee will require signage on each of the buildings including the Heritage Buildings. All signage will conform to City of Kelowna Sign Bylaw # 8235. For the Heritage Buildings signage will be limited to the approximate size and locations as described within Schedule "B". All signage on the property must be non-illuminated and non-animated.
- 3.7 As part of this agreement it is understood that the Leasee will document the decisions made during the construction process and how they relate to the principles set out in the statement of significance & conservation plans as outlined in the Donald Luxton and Associates Report dated March 2017.
- 3.8 As part of this agreement a Heritage Alteration Permit application will be triggered by any changes to the Statement of Significance with respect to the heritage structures on the property as identified in Schedule 'D'.

4.0 Damage or Destruction

4.1 In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:

a) The Leasee may repair the Heritage Building in which event the Leasee shall forthwith commence the repair work and complete same within one year of the date of damage;

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

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

5.0 Breach

5.1 In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 30 days of receipt of the notice. In the event that the Leasee fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

6.o Amendment

6.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:

a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or;

SCHEDULE "A" HRA1

b) By Heritage Alteration Permit (HAP), issued pursuant to Section 617 of the Local Government Act.

7.0 Representations

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

8.0 Statutory Functions

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

9.0 Inurement

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

10.0 Other Documents

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

11.0 Notices

- 11.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows:
 - (a) To the City:

City of Kelowna 1435 Water Street Kelowna, B.C. V1Y 1J4

ATTENTION: City Clerk

(b) To the Leasee:

JEM HTB Properties Inc. 401 – 590 KLO Road Kelowna, BC V1Y7S2

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

12.0 No Partnership or Agency

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

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

SCHEDULE "A" HRA1

Page 6 of 6

CITY OF KELOWNA By its authorized signatories

Mayor Colin Basran, MAYOR ¥., Stephen Fleming, City Clark City Clerk

JEM HTB Properties Inc. By its authorized Signatories

Shane Worman

In the presence of:

Heather Kirk

Witness (print name)

وساد المساحل المسراب

Witness (Signature)

3971 Carrall Rd., Westbark, B.C. Address

Beakkeeper Occupation

Schedule D Amending Agreement сту оғ кеlowna

HERITAGE REVITALIZATION AGREEMENT AMENDMENT BYLAW NO. 11478, 2017

A Bylaw to authorize an agreement to amend a Heritage Revitalization Agreement

WHEREAS Section 610 of the *Local Government Act* [RSBC 2015] Chapter 1 authorizes a local government to enter into a heritage revitalization agreement with an owner of heritage property and further provides that a heritage revitalization agreement may only be amended by bylaw with the consent of the owner;

AND WHEREAS in accordance with Heritage Revitalization Agreement Authorization Bylaw No. 11408, 2017, the City of Kelowna entered into a Heritage Revitalization Agreement (the "HRA"), with the tenant of a portion of the property located at 4629 Lakeshore Road, Kelowna, BC, legally described as PID: 025-433-997, Lot A Section 25 Township 28 Similkameen Division Yale District Plan KAP71341;

AND WHEREAS the City and the tenant now wish to amend the HRA;

NOW THEREFORE, the Council of the City of Kelowna enacts as follows:

- 1. This Bylaw may be cited as "Heritage Revitalization Agreement (4629 Lakeshore Road) Amendment Bylaw No. 11478, 2017".
- 2. The City of Kelowna is authorized to enter into an agreement to amend the HRA substantially in the form attached as Schedule "A" and forming part of this Bylaw.
- 3. The Mayor and City Clerk are authorized to sign and seal the amendment agreement substantially in the form attached as Schedule "A".

READ A FIRST TIME this ____ day of _____, 2017.

READ A SECOND TIME this ____ day of _____, 2017.

READ A THIRD TIME this ____ day of _____, 2017.

ADOPTED this ____ day of _____, 2017.

Mayor

City Clerk

SCHEDULE "A"

AMENDMENT AGREEMENT

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

BETWEEN:

CITY OF KELOWNA, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

AND:

JEM HTB PROPERTIES INC. (Inc. No. BC0949919), c/o Pushor Mitchell LLP, 3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Leasee")

WHEREAS:

- A. The Leasee and the City entered into a heritage revitalization agreement (the "Heritage Revitalization Agreement") to establish terms, conditions and requirements for the use and development of the Heritage Lands and the restoration, renovation, and conservation of the existing Heritage Buildings located thereon;
- B. The parties have agreed to amend the Heritage Revitalization Agreement in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the payment of \$1.00 by the Leasee to the City and other good and valuable consideration, the receipt and sufficiency of which the City hereby acknowledges, the Leasee and the City covenant and agree with each other as follows:

- 1. All words and phrases defined in the Heritage Revitalization Agreement and used in this Agreement shall have the same meaning as set forth in the Heritage Revitalization Agreement.
- 2. Section 4.1 of the Heritage Revitalization Agreement is hereby deleted and replaced with the following:
 - 4.1 If one or both of the Heritage Buildings are damaged, the Leasee shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Buildings to the same condition and appearance that existed before the damage occurred.
 - 4.2 If, in the opinion of the City, one or both of the Heritage Buildings are completely destroyed, the Leasee shall construct replicas, using contemporary materials if necessary, of the Heritage Buildings that comply in all respects with the Conservation

3

Plan in Schedule D and with Zoning Bylaw No. 8000, as varied by this Agreement, after having obtained a heritage alteration permit and any other necessary permits and licenses, and this Agreement will remain in full force and effect.

- 4.3 The Leasee shall use its best efforts to commence and complete any repairs to the Heritage Buildings, or the construction of any replica buildings, with reasonable dispatch.
- 3. Part 5.0 of the Heritage Revitalization Agreement is hereby deleted in its entirety and replaced with the following:

5.0 Enforcement of Agreement

- 5.1 In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 60 days of receipt of the notice, or in the case of a breach that cannot with due diligence be cured within the period of 60 days, the Leasee shall promptly proceed to cure and continue with reasonable diligence to cure such default until the default is cured. The City acknowledges that in consideration of the Leasee performing its obligations under this Agreement and the rent under the lease of the Heritage Lands, the City will only be able to seek recourse in respect of an alleged default by the Leasee under this Agreement by:
 - (a) bringing a claim in law against the Leasee for debt or damages, as the case may be, recoverable against the Leasee;
 - (b) seeking an order of a Court of competent jurisdiction for specific performance of a mandatory term of this Agreement;
 - (c) seeking an order of a Court of competent jurisdiction restraining a continuing breach of this Agreement; or
 - (d) pursuing any rights that the City may have under statute in connection with the Heritage Buildings, this Agreement, or the subject matter of the breach, including but not limited to the City seeking recourse in respect to statutory offenses where the breach of this Agreement is also a breach of applicable law,

and the City has no right to cancel or terminate this Agreement so long as the lease of the Heritage Lands by the City to the Leasee, as it may be assigned from time to time, remains in force and effect.

- 4. All amendments in this Agreement take effect as of the date on which Council for the City of Kelowna adopts the bylaw approving this Agreement.
- 5. The Leasee affirms and agrees that the Heritage Revitalization Agreement remains unchanged, except as amended herein, and, as amended herein, in full force and effect, time being of the essence, and the Leasee shall perform and observe the covenants, provisos and stipulations in the Heritage Revitalization Agreement as amended herein as fully as if such covenants,

provisos and stipulations had been repeated herein in full.

6. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF the Leasee and the City have executed this Agreement as of the date written above.

CITY OF KELOWNA by its authorized signatories:

JEM HTB PROPERTIES INC. by its authorized signatory(ies):

Mayor:

Name:

City Clerk:

Name:

SCHEDULE E SRW PLAN



Schedule F Public Access Statutory Right of Way

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY AGREEMENT - PUBLIC ROAD ACCESS

This Agreement dated for reference ______, 201___, is

BETWEEN:

CITY OF KELOWNA, a municipality under the laws of British Columbia, having offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "Grantor")

AND:

CITY OF KELOWNA, a municipality under the laws of British Columbia, having offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Grantor is the registered owner of the land (the "Land") described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached;
- B. The Grantor or its tenant intends to construct certain roadworks on the Land, including but not limited to curbs and gutters, street paving, sidewalks and boulevards, with gravel, concrete, asphalt, bark-mulch, stone, brick or other all-weather impervious surface of any kind, landscaping, street lighting, retaining walls, railings, benches, signs, waste receptacles, catch basins, drainage pipes and other facilities and appurtenances necessary or convenient for the passage of the public from Lakeshore Road to the trail head for the Bellevue Linear Creek Park (together, the "Works");
- C. The Grantor wishes to grant to the City a statutory right of way for the passage of the public and the ongoing use of the Works in the Right of Way Area (defined below); and
- D. The statutory right of way granted by this Agreement is necessary for the operation and maintenance of the City's undertaking.

THIS AGREEMENT is evidence that, pursuant to s. 218 of the *Land Title Act*, and in consideration of \$1.00 paid by the City to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which the Grantor acknowledges), the Grantor and covenants and agrees with the City as follows:

1. **Grant of Statutory Right of Way** - The Grantor hereby grants, conveys and confirms to the City in perpetuity the full, free and uninterrupted right, liberty, easement and statutory right of way (the "Statutory Right of Way") for the City, its officers, employees, contractors, licensees, agents, invitees and others of the City, in common with the Grantor, at all times following completion of the Works and thereafter from time to time at their will and pleasure to enter, go, be on, pass and repass, with or

without vehicles, personal property and equipment, upon, over, and across that portion of the Land shown outlined in heavy bold on Reference Plan of Statutory Right of Way EPP_____ (the "Right of Way Area"), a copy of which plan is attached hereto as Schedule "A", to:

- (a) permit the public, without specific invitation or authorization, to enter upon and use the Right of Way Area and the Works for the purpose passage of the public between Lakeshore Road and the trail head for the Bellevue Linear Creek Park and associated parking;
- (b) have unobstructed access over the Right of Way Area at any and all times;
- (c) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, guards, trees, shrubs, plants, vehicles, mobile homes and other obstructions whatsoever as, in the City's opinion, is necessary for it to exercise its rights under this Agreement; and
- (d) do all other things on the Right of Way Area as may be incidental to, or reasonably necessary or desirable in connection with, the foregoing.
- 2. **Grantor's Obligations** The Grantor will:
 - (a) not do or permit to be done anything which in the opinion of the City may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area, the Works or the rights granted to the City under this Agreement;
 - (b) trim or permit the City to trim or cut down any tree or other growth on the Land which in the opinion of the City constitutes or may constitute a danger, impairment or obstruction to those using the Right of Way Area or to the Works;
 - (c) not deposit or place garbage, debris, junk or other material on the Right of Way Area;
 - (d) not place, install or construct any building, structure, mobile home or other improvement (including any paving, walls or fences) on the Right of Way Area;
 - (e) not carry on blasting on or adjacent to the Right of Way Area without the City's approval;
 - (f) not diminish or increase the soil cover over any Works installed in the Right of Way Area without the City's approval.

3. Additional City Rights - The City:

(a) is entitled to peaceably hold and enjoy the rights, liberties and statutory right of way hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor;

- (b) may remove anything placed on the Right of Way Area by the Grantor contrary to this Agreement.
- 4. **Priority** The Grantor will at its own expense, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances registered or pending registration against title to the Land at the time application is made to register this Agreement.
- 5. **Further Assurances** The Grantor will at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances whatsoever reasonably required by the City for better assuring to the City the rights, liberties and statutory right of way hereby granted.
- 6. **No Waiver** No waiver of default by either party is effective unless expressed in writing by the party waiving default, and no condoning, overlooking or excusing by a party of a previous default of the other will operate as a waiver of any subsequent continuing default.
- 7. **Severance** If any portion of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement.
- 8. Entire Agreement This agreement is the entire agreement between the parties and neither the City nor the Grantor has given or made any representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in this Agreement, and this Agreement may only be amended by written agreements by the parties.
- 9. Interest In Land and Enurement This agreement burdens and runs with, and binds the successors in title to, the Land and each and every part into which the Land may be subdivided (including by deposit of a strata plan of any kind) and any land with which the Land may be consolidated. This agreement enures to the benefit of and is binding on the parties and their respective heirs, executors, successors and assignees, as the case may be.

As evidence of their agreement to be bound by this Agreement, the parties have executed Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule "A"

SURVEY PLAN

Schedule G Parking Agreement

PARKING AGREEMENT

THIS AGREEMENT dated for reference ______, 2017.

BETWEEN:

CITY OF KELOWNA, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

AND:

JEM HTB PROPERTIES INC. (Inc. No. BC0949919), c/o Pushor Mitchell LLP, 3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Tenant")

WHEREAS:

- A. The City is the registered owner in fee simple of those lands located at 4629 Lakeshore Road, Kelowna, British Columbia, legally described as Parcel Identifier: 025-433-997, Lot A Section 25 Township 28 Similkameen Division Yale District Plan KAP71341 (the "Lands");
- B. The City has leased a portion of the Lands (the "Leased Area") to the Tenant for a term of 75 years pursuant to the terms of a lease agreement dated for reference _____, 2017 (the "Lease");
- C. There is a parking lot located on the Lands outside of and adjacent to the Leased Area, as shown on the sketch attached hereto as Schedule "A" (the "Trailhead Parking Lot"), and parking in the Trailhead Parking Lot is currently restricted to park users only;
- D. The Tenant wishes to ensure that residents of and visitors to the Leased Area are permitted to park motor vehicles in the Trailhead Parking Lot and the City has agreed not to enforce any "park user only" parking restrictions with respect to certain parking stalls in the Trailhead Parking Lot on the terms and conditions set out herein;

THIS AGREEMENT is evidence that in consideration of \$1.00 and other good and valuable consideration paid by the Tenant to the City, the receipt and sufficiency of which the City acknowledges, the Tenant and the City agree as follows:

- 1. So long as the Tenant is in compliance with the terms of the Lease, and for the duration of the Lease, the City confirms that it will not enforce any "park users only" restrictions with respect to seven (7) designated parking stalls in the Trailhead Parking Lot (the "Permitted Parking Stalls"), which stalls are shown outlined in red on Schedule "A".
- 2. Nothing herein limits the City's ability to enact and enforce any parking regulations and restrictions it wishes from time to time with respect to the parking stalls located in the Trailhead Parking Lot, except that the City will not enforce any "park users only" restrictions with respect

to the Permitted Parking Stalls. For certainty, the City may, in its sole discretion, enact and enforce time limitations and charge parking fees with respect to any parking stalls in the Trailhead Parking Lot, including the Permitted Parking Stalls. Parking in the Permitted Parking Stalls is permitted only in accordance with such regulations and restrictions.

- 3. The City confirms that if, at any time during the term of this Agreement, the City intends to place signage on the Trailhead Parking Lot denoting the Permitted Parking Stalls and describing the permitted use of such stalls, such signage will be in a form acceptable to the Tenant, acting reasonably.
- 4. This Agreement shall terminate upon the expiry or earlier termination of the Lease, or if the Tenant at any time gives notice to the City to terminate this Agreement.
- 5. This Agreement grants no interest in land in the Trailhead Parking Lot or the Permitted Parking Stalls to the Tenant, and nothing herein gives the Tenant or residents of or visitors to the Leased Area any special right, priority, or permission to park motor vehicles in the Trailhead Parking Lot. The Tenant acknowledges that parking in the Trailhead Parking Lot is on a first-come, firstserved basis.
- 6. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
- 7. The Tenant may assign its interest in this Agreement to the assignee of the Lease without the consent of the City.
- 8. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the dates written below.

CITY OF KELOWNA by its authorized signatories:

JEM HTB PROPERTIES INC. by its authorized signatories:

Name:

Name:

Name:

Name:

Date

Date



SCHEDULE "A"

SKETCH

SCHEDULE H PERMITTED ENCUMBRANCES

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL ACT, SEE KN110592

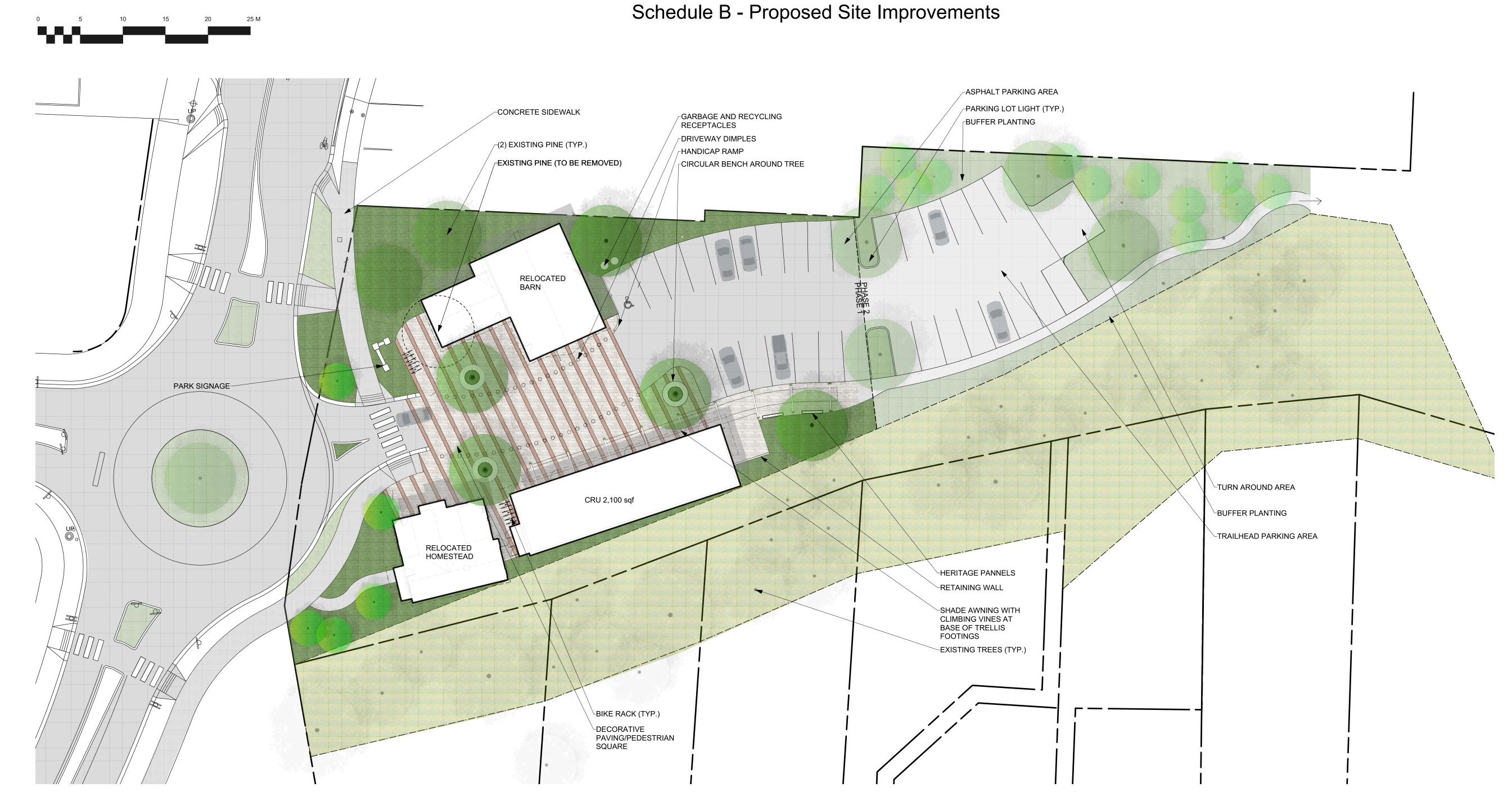
Charges, Liens and Interests

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks: UNDERSURFACE RIGHTS 28916E 1942-06-01 11:33 THE DIRECTOR OF SOLDIER SETTLEMENT INTER ALIA DD 86397F OTHER THAN THOSE EXCEPTED BY THE CROWN

Nature: Registration Number: Registration Date and Time: Registered Owner: RIGHT OF WAY 68300E 1957-02-13 12:20 INLAND NATURAL GAS CO. LTD.

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:

COVENANT KT71699 2002-07-03 08:52 CITY OF KELOWNA PART ON PLAN KAP71459



| BOTANICAL NAME | COMMON NAME | QTY | SIZE / SPACING & REMARKS |
|---------------------------------------|------------------------------|-----|------------------------------|
| TREES | | | |
| ACER GLABRUM | ROCKY MOUNTAIN MAPLE | 5 | 6cm CAL. |
| TILIA CORDATA | LITTLE LEAF LINDEN | 5 | 6cm CAL. |
| SHRUBS | | | |
| CORNUS ALBA 'BUD'S YELLOW' | BUD'S YELLOW DOGWOOD | 13 | #01 CONT. /2.0M O.C. SPACINO |
| CORNUS STOLONIFERA 'FARROW' | ARCTIC FIRE RED TWIG DOGWOOD | 54 | #01 CONT. /1.0M O.C. SPACING |
| PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' | DART'S GOLD NINEBARK | 24 | #01 CONT. /1.5M O.C. SPACING |
| SALIX INTEGRA 'FLAMINGO' | FLAMINGO WILLOW | 24 | #01 CONT. /1.5M O.C. SPACING |
| SYRINGA MEYERI 'PABLIN' | DWARF KOREAN LILAC | 51 | #01 CONT. /0.9M O.C. SPACINO |
| PERENNIALS & GRASSES | | | |
| ACHILLEA FILIPENDULA 'CLOTH OF GOLD' | CLOTH OF GOLD YARROW | 75 | #01 CONT. /0.75M O.C. SPACIN |
| ASTILBE CHINENSIS 'VISIONS' | CHINESE ASTILBE | 75 | #01 CONT. /0.75M O.C. SPACIN |
| DESCHAMPSIA CESPITOSA | TUFTED HAIR GRASS | 75 | #01 CONT. /0.75M O.C. SPACIN |
| HOSTA x 'GUACAMOLE' | GUACAMOLE HOSTA | 54 | #01 CONT. /1.0M O.C. SPACING |
| LAVANDULA ANGUSTIFOLIA 'HIDCOTE' | ENGLISH LAVENDER | 75 | #01 CONT. /0.75M O.C. SPACIN |
| PARTHENOCISSUS TRICUSPIDATA | VIRGINIA CREEPER | 24 | #01 CONT. /1.5M O.C. SPACIN |
| PENNISETUM ALOPECUROIDES | FOUNTAIN GRASS | 37 | #01 CONT. /1.2M O.C. SPACING |
| RUDBECKIA FULGIDA 'GOLDSTURM' | GOLDSTURM CONEFLOWER | 75 | #01 CONT. /0.75M O.C. SPACIN |

NOTES

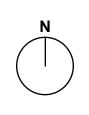
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED B.C.L.N.A. STANDARDS.

- 2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
- 3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 50mm WOOD MULCH. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
- 4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.

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



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



PROJECT TITLE

SURTEES PROPERTY

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION

| 1 | 17.05.18 | Review |
|---|----------|--------|
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

| PROJECT NO | 17-012 |
|------------|--------------|
| DESIGN BY | FB |
| DRAWN BY | NG |
| CHECKED BY | FB |
| DATE | MAY 18, 2017 |
| SCALE | 1:250 |
| | |

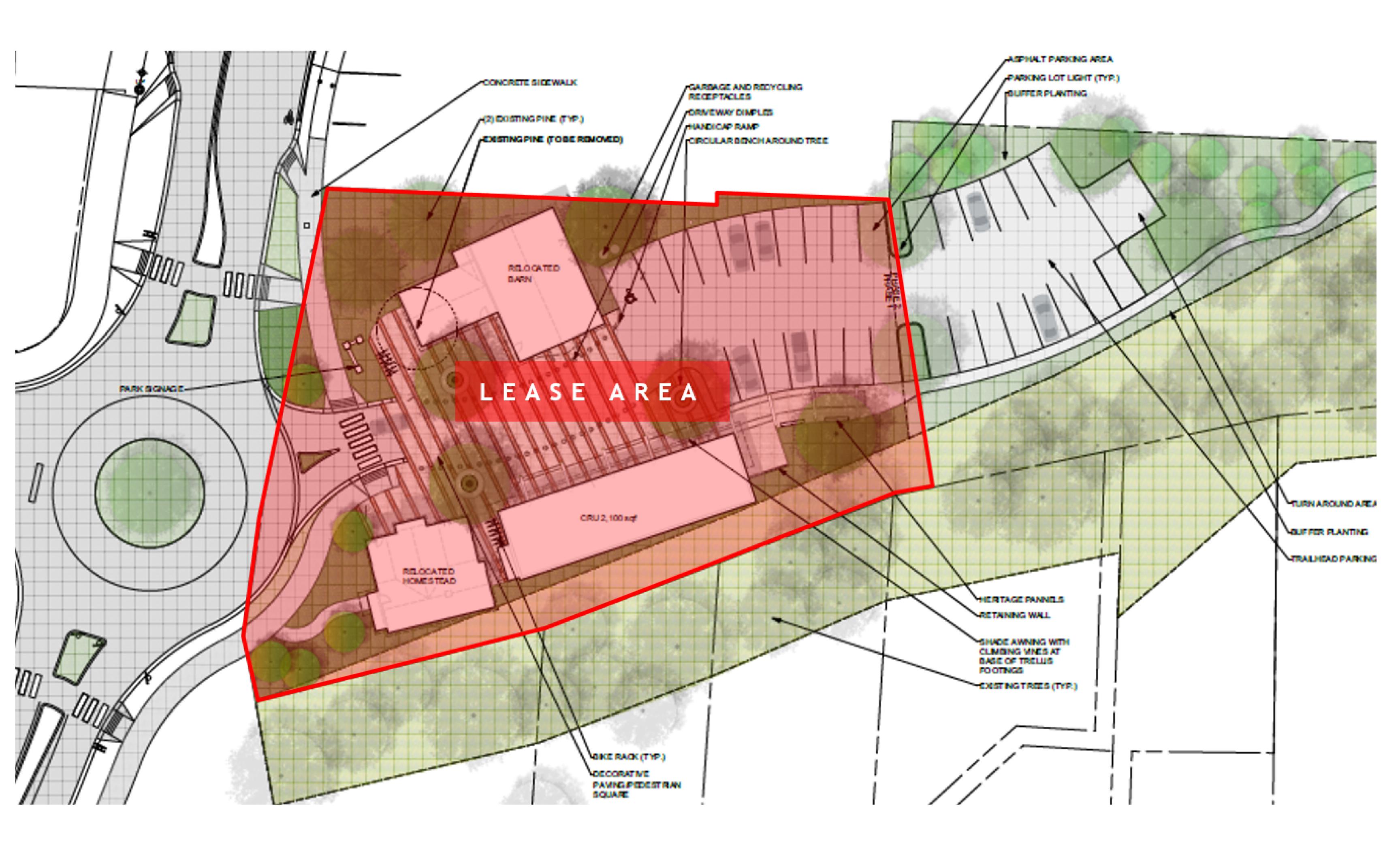
SEAL



DRAWING NUMBER



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Schedule C - Subject Property and Lease Area

Long Term Lease: Portion of 4629 Lakeshore Road

Context map

ANNE MCCLYMONT ELEMENTARY

> OKM SECONDARY SCHOOL

2 2

GORDON

231

site map

BELLEVUE CREEK

COMMERCIAL COMMERCIAL

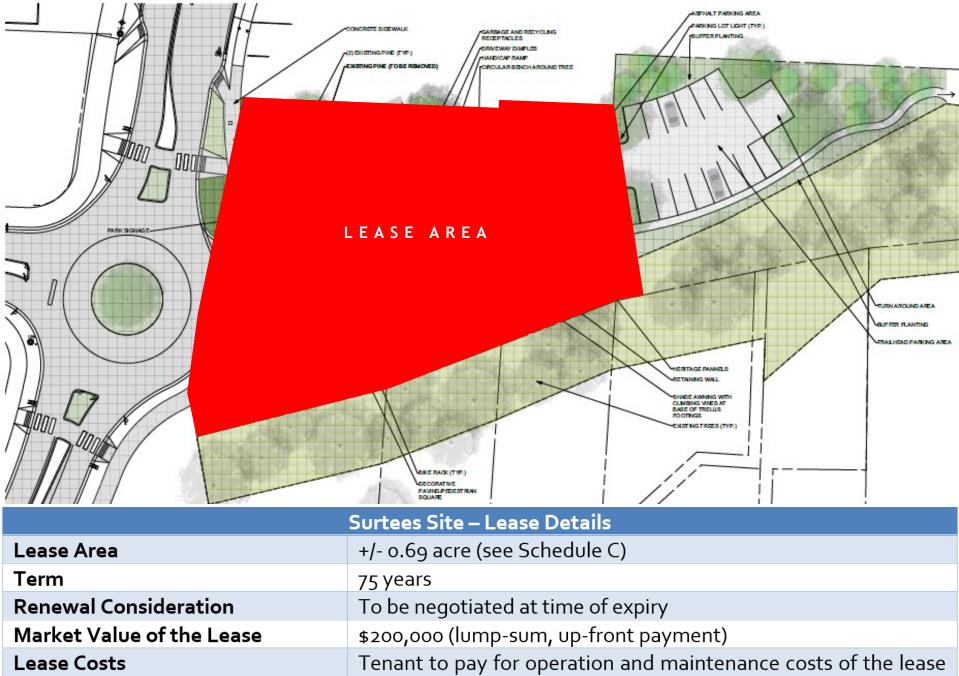
ST. ANDREWS CHURCH

A CA

S U B J E C T P R O P E R T Y

MINSTREL CAFE

170



area, including buildings and the public areas around²³³ the buildings



Report to Council



| Date: | September 18, 2017 |
|----------|--|
| File: | 1220-02 |
| То: | City Manager |
| From: | Ross Soward, Planner Specialist |
| Subject: | Revitalization Tax Exemption Program Update 2017 |

Recommendation:

THAT Council receives, for information, the report from the Planner Specialist, dated September 18, 2017, regarding the status of the Revitalization Tax Exemption Bylaw and purpose-built rental housing tax incentive programs;

AND THAT Bylaw No. 11458 being Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561 be forwarded for reading consideration.

Purpose:

To provide Council with an update on the status of the Revitalization Tax Exemption program and to update the bylaw to reflect current tax incentive areas and revised definitions.

Background:

The Revitalization Tax Exemption (RTE) Bylaw was established in 2006 to offer incentives for investment and development in the Downtown and Rutland urban centres. The following objectives of the RTE Program are:

- "To encourage new residential and commercial development to locate within urban centres in order to sustain and enhance the existing commercial centres, reduce greenhouse gas emissions associated with transportation, and promote healthy and pedestrian-oriented lifestyles;
- To promote a higher standard of urban design within urban centres in order to increase the attractiveness of these locations to existing and potential residents;
- And to generally reinforce the prominence and importance of urban centres within Kelowna".

The RTE Bylaw enables eligible developments to receive a ten-year exemption from the municipal portion of property taxes on the incremental value of improvements (i.e. the difference between predevelopment assessed value and post-development assessed value).

In the early years of the program (2006-2011), no qualifying development occurred in the tax incentive areas. In response to this, the incentive program was adjusted in 2012. Since the adjustment in 2012, numerous projects have utilized the Revitalization Tax Exemption throughout the City.

Tax Incentive Areas

The RTE Bylaw stratifies the available tax exemptions by priority areas within the City Centre so that the areas of highest priority for investment receive the greatest tax benefit (refer to Attachment 'A' and 'B' for the Incentive Areas).

| Tax Incentive Area | Revitalization Amount & Conditions |
|----------------------|--|
| Tax Incentive Area 1 | 100% of the Revitalization Amount ¹ on the parcel. |
| Tax Incentive Area 2 | 100% of the Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.); 75% of the Revitalization Amount on the parcel which can be attributed to a residential land use, and/or 50% of Revitalization Amount on the parcel which can be attributed to a commercial land use, for a project with a floor area of less than 3,716 m2 (40,000 sq. ft.). |
| Tax Incentive Area 3 | 50% of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.) |
| Tax Incentive Area 4 | 100% of the Revitalization Amount on the parcel; in the Rutland Urban Centre. |

Current Status

As of September 2017, Tax Incentive Area 3 is now fully subscribed with approximately 200,000 ft² of revitalization tax exemption agreements secured in this area as listed in Figure 1. Since the 2016 Council update, two additional projects have finalized their exemption agreements (Central Green-Two and Sole-Two) accounting for roughly 90,000 square feet. These two projects are estimated to have a combined exemption of roughly \$61,500 per year for 10 years. On August 10th, 2015 Council directed staff to not to extend the exemptions in Tax Incentive Area 3 beyond the existing 200,000 square foot threshold. Staff continue to agree this direction is appropriate and are therefore recommending Tax Incentive Area 3 be removed as per the Revitalization Tax Exemption Bylaw.

¹ "Revitalization Amount" means 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."

Figure 1: Tax Incentive Area 3 Projects

| Address | Project Name | Gross Floor Area (ft²) | Tax Area | Application Number |
|------------------|-----------------------------------|---------------------------|----------|-----------------------|
| 1350 St. Paul St | Sole Two | 25,137 | 3 | RTE16-0005 |
| 1770 Richter St | Central Green-Two | 65,384 | 3 | RTE16-0007 |
| 460 Doyle Ave | Okanagan Centre for Innovation | 106,027 | 3 | RTE15-0002 |

Purpose-built Rental Housing

In 2012, the RTE Bylaw was amended to include incentives for the development of purpose-built rental housing anywhere in Kelowna when the vacancy rate is than three per cent. Over the past three years the City has seen considerable interest in rental housing incentives. For the 2017 tax year the RTE for rental housing will represent roughly \$208,000 in exemptions. Since the 2016 update Council has approved nine rental housing tax exemption agreements that staff estimate to have a combined annual exemption of roughly \$400,000 for ten years as they take effect in 2018-2020.²

One of the goals of the RTE rental housing program is to support non-profit housing providers who rely on partnerships with various levels of government. However, one program BC Housing is using to support these groups, requires the non-profit housing providers to stratify units to allow BC Housing to purchase a portion of the units to secure equity in the projects. This process of stratifying units to facilitate BC Housing equity is interpreted by the British Columbia Assessment Authority (BCAA) as being in conflict with the City of Kelowna's definition of *purpose-built rental housing* in the City's Revitalization Tax Exemption Bylaw. To eliminate this issue, staff is following Council's recommendation to update the definition of purpose-built rental housing (see below) to allow for stratification of units where a project also has an operating agreement with BC Housing.

*Proposed Definition for "Purpose-Built Rental Housing" m*eans a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need for housing in the City and does not include buildings that are stratified, except those stratified buildings that are subject to operating agreements with the Provincial Rental Housing Corporation.

² Projects included in high-level staff estimate: 305 Homer Rd, 755 Academy Way, 805 Academy Way, 2065 Benvoulin Crt, 125 Dundas Rd, 1545 Bedford Ave, 1469 KLO Rd, 1975 Kane Road, and 1775 Chapman Pl.

Discussion

Urban Centre Revitalization

Over the last two years the urban core has become a hub of investment and development with a number of significant projects under construction in the Downtown. As a result, Tax Area 3 has reached the 200,000 square foot cap and will therefore be removed. Much of the development and investment in the Downtown has taken place inside Tax Incentive Area 3 (Central Green, St Paul, Ellis and Sunset). Staff believe the tax incentive in Area 3 has served its purpose and it is no longer necessary to incentivize development in this area. With Tax Incentive Area 3 eliminated, there may be more interest in other areas of the downtown in the coming years where development activity is encouraged and the program can catalyze this investment.

Although Tax Incentive Area 1 and 2 have seen less development activity over the last two years, there are encouraging signs that the development community may be starting to reconsider these areas. The new commercial project at 455 Lawrence Ave and the purchase and development application for 1580 Ellis (ELLA) are signs that Tax Incentive Area 2 may become a new area of focus for downtown development and investment.

There are also signs of growing interest in Rutland with several projects moving through the development permit process and a 22-unit student housing project receiving building permit in June 2017 that has applied for a Revitalization Tax Exemption. Overall, the RTE program is a complementary tool that will support additional investment in Rutland over the coming years.

Purpose-built Rental Housing

The purpose-built rental housing tax incentives under the RTE Bylaw have also seen considerable interest. Since the 2016 Council update, the City has entered into nine RTE agreements with another four expected to be brought forward for Council consideration in the fall of 2017. The high number of rental housing revitalization tax exemptions reflects the significant amount of purpose-built rental housing under construction. As these rental housing projects are completed in 2018 and 2019, the supply of purpose-built rental housing will increase significantly. CMHC predicts that even with continued population growth in Kelowna, the City's rental housing vacancy rate will begin to rise by the end of 2017 and further in 2018 to roughly 2 per cent. As Kelowna's vacancy rate for rental housing begins to reflect a healthier level of rental supply, there may be an opportunity to shift tax incentives from market rental to subsidized rental housing projects to ensure a balanced housing market. These and other incentives will be considered through the development of the City's Healthy Housing Strategy in 2017-2018.

Conclusion

The RTE Bylaw continues to be a complementary tool to reinforce the City's goals for building vibrant urban centres and encouraging housing diversity. The original goal of this program was to "establish a revitalization tax exemption program in the City of Kelowna in order to encourage redevelopment of those areas, which are experiencing challenges in attracting investment and are not achieving their full potential to serve the residents of Kelowna as vital, animated urban spaces." The elimination of Tax Incentive Area 3 illustrates that this area of the Downtown has solidified itself as the premier location for development and investment with a number of significant projects underway. As the Downtown becomes more built-out and prices increase for multi-family properties, the market may begin to look at areas in Tax Area 1 and Tax Area 2 with the RTE incentives supporting areas where investment is strongly encouraged to balance out the development activity.

From a rental housing perspective, the City continues to experience a significant shortage of rental housing supply. For this reason, the City's RTE rental housing program has supported the development of rental housing over the last several years. However, as the supply of rental housing returns to a healthier level by the end of 2018, there may be an opportunity to shift the focus to subsidized rental housing.

Internal Circulation:

Deputy City Clerk Director, Financial Services Manager, Urban Planning Divisional Director, Community Planning & Strategic Investments Department Manager, Policy & Planning Financial Analyst, Financial Planning Revenue Supervisor, Revenue

Legal/ Statutory Authority:

Community Charter, Division, Section 226

Existing Policy:

Official Community Plan Bylaw No. 10500

Objective 5.9 – support the creation of affordable and safe rental, non-market and/or special needs housing.

Policy 5.1.3 Rutland & Downtown Revitalization Tax Exemption Program. Provide a revitalization tax exemption for the municipal portion of the annual taxes on improvements for development within the City Centre and Rutland Town Centre as per Revitalization Tax Exemption Bylaw No. 9561

Downtown Plan

Action Item 16 – Provide financial incentives for affordable housing

Submitted by: R. Soward, Planner Specialist

Approved for inclusion: Attachments:

J. Moore, Manager of Long Range Policy Planning

Attachment A – Downtown Tax Incentive Areas Attachment B – Rutland Tax Incentive Area



Revitalization Tax Exemption Program Update

September 18, 2017





Purpose of Report

Annual update

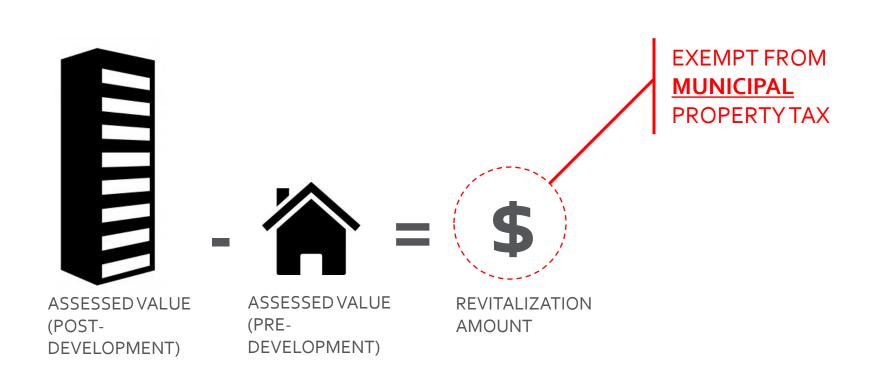
Recent activity

Housekeeping updates





Revitalization Amount



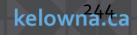
kelowna.ca



Background on Program

Purpose of financial incentives
 Tax Incentive Areas
 Downtown
 Rutland

Purpose-built rental housing Program



Background on Program



kelowna.2a

- Tax Incentive Areas Program
 - Area 1: flexible
 - Area 2: 50-75% for small projects 100% for big projects
 - Area 3: has 200,000 ft2 threshold
 - Area 4: flexible

Purpose-built rental housing Program

When vacancy rate is under 3%



Program updatesDowntown



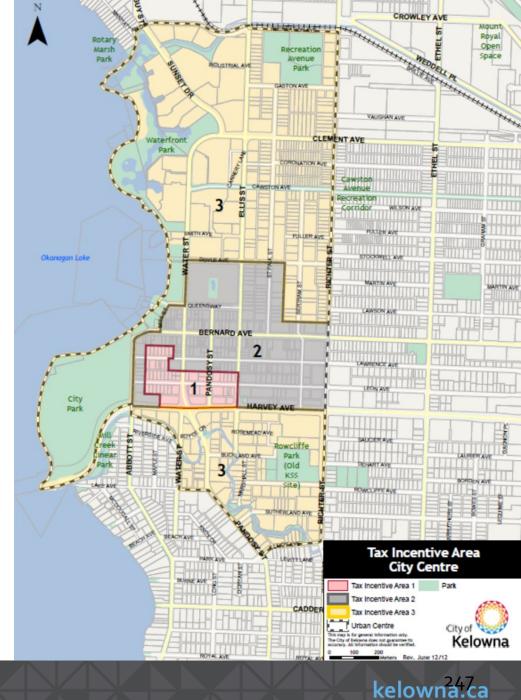
Significant amount of investment
 Area 3 at 200,000 sq ft cap
 Area 1 and Area 2 positive signs
 Rutland

Area 4 some positive trends



Bylaw updates

- Downtown
 - ► Tax Area 3 at cap
 - 200,000 sq ft in development permits
 - Okanagan Centre for Innovation, Central Green Two, and Sole 2



Rental Program Updates



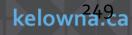
- Significant uptake
- Vacancy rate below 1 per cent
- Considerable rental housing construction
- Potential to focus on affordable rental as supply increases



Bylaw updates



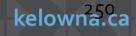
- BC Housing using stratification
- Approach is in conflict with BC Assessment's interpretation of RTE Bylaw
- Update Definition to support BC Housing projects

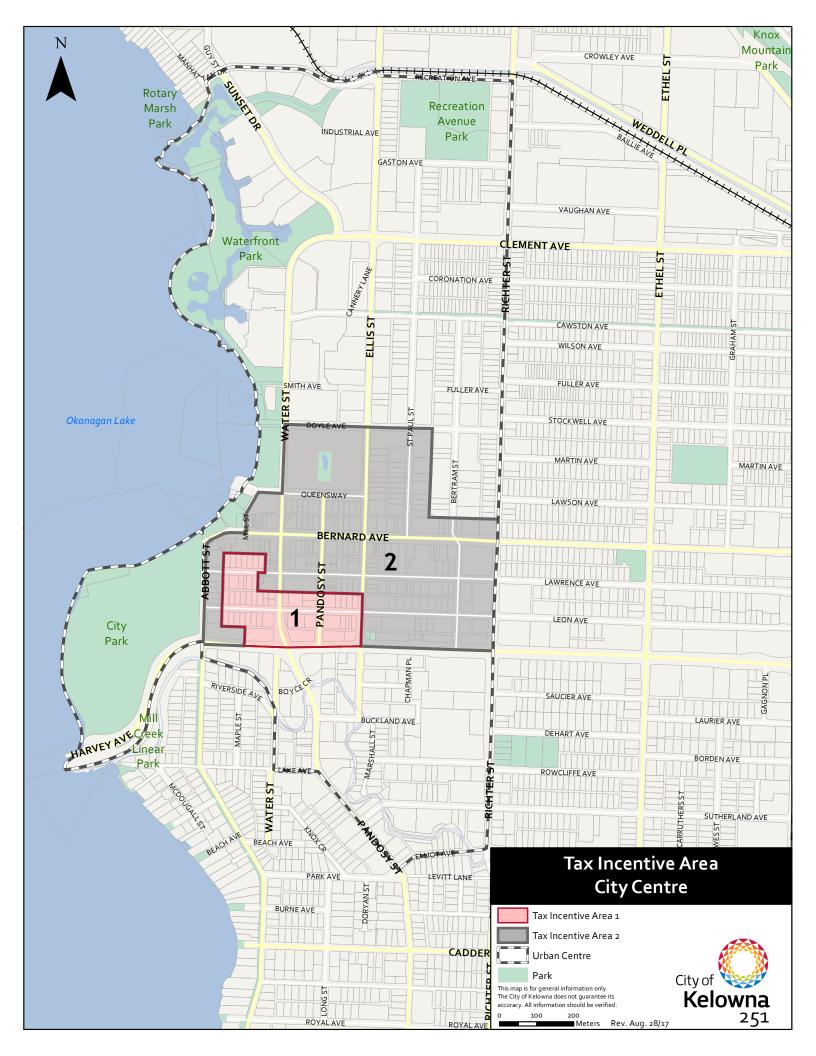


Conclusion



- RTE complements city goals
- Tax Incentive Area 3 threshold is achieved
- Updates to bylaw to support BC Housing projects
- Monitor rental housing vacancy rates
- Healthy Housing Strategy to explore affordable housing incentives







CITY OF KELOWNA

BYLAW NO. 11457

Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Revitalization Tax Exemption Bylaw No. 9561 be amended as follows:

1. THAT Section 2 be amended by deleting the definition for "Purpose-Built Rental Housing" that reads:

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified. Purpose-built rental housing meets an identified need for affordable housing in the city. Since rent is controlled within rental buildings under the Residential Tenancy Act, this is a form of affordable housing;

And replacing it with:

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need for housing in the city and does not include buildings that are stratified unless for the projects has an operating agreement with the British Columbia Housing Management Commission, Provincial Rental Housing Corporation or the Government of British Columbia.

2. AND THAT Section 5 sub-paragraph c be deleted in its entirety that reads:

"For "Tax Incentive Area 3", 50% of the Residential portion of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.);"

3. AND THAT Section 6, sub-paragraph c. be amended by deleting the following from the end of the sub-paragraph:

"A Tax Exemption will not be considered for a renovation within 5c; for Projects within 5c, a Tax Exemption will be considered on the first 200,000 sq. ft. of development to receive a building permit. When building permits have been issued for 200,000 sq. ft "Tax Incentive Area 3" will be removed;"

- 4. AND THAT Schedule A, Tax Incentive Area City Centre Map be amended by deleting in its entirety and be replaced with a new Schedule A Tax Incentive Area City Centre Map as attached to and forming part of this bylaw;
- 5. AND THAT Schedule B, Revitalization Tax Exemption Agreement be amended by deleting Section 6, sub-paragraph c in its entirety that reads:
 - "c. For "Tax Incentive Area 3", 50% of the Residential portion of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.);"

- 6. AND THAT Schedule C, Tax Exemption Certificate be amended by deleting Section ₃ in its entirety that reads:
 - "3. "Tax Incentive Area 3," 50% of the Residential portion of the Revitalization Amount attributed to building Permit No. _____between 20__ (the calendar year before the commencement of construction of the project) and 20__(the calendar year in which the Revitalization Tax Exemption Certificate is issued);"
- 7. This bylaw may be cited for all purposes as "Bylaw No. 11457, being Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561."
- 8. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA

BYLAW NO. 11483

Amendment No. 29 to Traffic Bylaw No. 8120

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

- 1. THAT Part 4 PARKING REGULATIONS, <u>4.1.2 Parking Prohibitions</u> be amended as follows:
 - a) Deleting sub-section (hh.1) that reads:
 - "Expired Meter (hh.1) on a highway, or public lot operated by the City, in a metered space while the disc, signal flag or violation indicator in the head of the parking meter placed at such metered space shows red or shows or reads violation or time expired, or shows no time remaining on the parking meter face,"

And replacing with:

- "Expired Meter (hh.1) on a highway, or in an off-street pay parking lot or facility operated by the City, in a metered space while the violation indicator on the head of the parking meter shows expired or violation or time expired, or shows no time remaining on the parking meter face, or unless a valid Pay by Phone session exists."
- b) Deleting sub-section (hh.2) that reads:
 - "Expired Meter (hh.2) on a highway, or public lot operated by the City, in a metered space governed by a meter that issues a ticket showing the time of issuance and time of expiry, after the time of expiry on the ticket displayed in or on a Motor vehicle in the metered space or, where no such ticket is displayed, in or on a Motor vehicle in a metered space."

And replacing with:

"Expired Meter (hh.2) on a highway, or in an off-street pay parking lot or facility operated by the City, in a metered space: governed by a pay station that issues a ticket showing the time of issuance and time of expiry, after the time of expiry shown on the ticket displayed in or on the motor vehicle; governed by a pay station that requires entry of the Motor vehicle licence plate number and payment for a specified time period, where no valid session is in effect or has expired; or where no valid **Pay by Phone** session exists."

2. AND THAT SCHEDULE "A" FEES, PART 4 – PARKING REGULATIONS <u>subsection 4.4.2 (a) –</u> Off Street Pay Parking (Long Term Parking Lot) be deleted that reads:

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

FEE PERMITTED PARKING TIME

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

****Plus Applicable taxes.**

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

And replacing it with:

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

- FEE PERMITTED PARKING TIME
- \$ 1.00* 1 Hour \$ 6.00* 1 Day (Standard Vehicle - Regular Operating Hours for Lot)*** \$ 3.00* 1 Day (Motorcycle – Regular Operating Hours for Lot) \$ 7.00* Special Event Parking *Applicable taxes are included. 1 Month – Bicycle Locker Rental \$ 12.00** \$ 78.08** 1 Month – Random Parking 1 Month – Reserved Stall*** \$ 117.62** **Plus Applicable taxes.

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

3. AND THAT SCHEDULE "A" FEES, PART 4 – PARKING REGULATIONS <u>subsection 4.4.2 (b) –</u> Off-Street Pay Parking – Peripheral Lot (Long Term Parking Lot) be deleted that reads:

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

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

*** Not Available at all parking lots.

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

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

And replacing it with:

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

| <u>FEE</u> | PERMITTED PARKING TIME |
|--------------------------|---|
| \$ 1.00* | 1 Hour |
| \$ 6.00* | 1 Day (Standard Vehicle - Regular Operating Hours for Lot)*** |
| \$ 3.00* | 1 Day (Motorcycle – Regular Operating Hours for Lot) |
| \$ 5.00* | 24 Hour Parking for Vehicle with Boat Trailer Only (Cook Rd Boat Launch) |
| \$ 7.00* | Special Event Parking * Applicable taxes are included. |
| \$ 12.00** \$ 62.87** | 1 Month — Bicycle Locker Rental 1 Month — Random Parking ** Plus Applicable taxes. |

*** Not Available at all parking lots.

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

• Waterfront Park Lot (1200 Water Street)

- City Park Lot (1600 Abbott St) Monthly Parking in Off-Season Only
- Cook Rd Boat Launch (3786 Lakeshore Rd) Monthly Parking in Off-Season Only"
- 4. AND THAT SCHEDULE "A" FEES, PART 4 PARKING REGULATIONS, subsection <u>4.4.3</u> Off-Street Pay Parking (Structured Parking Garage) be deleted that reads:

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

FEE PERMITTED PARKING TIME

- \$ 0.25* 15 minutes
- \$ 0.50* 30 minutes
- \$ 1.00* Per 60 Minutes (1 Hour)
- \$ 6.00* 1 Day (Standard **Vehicle** Regular Operating Hours for Lot)***
- \$ 3.00* 1 Day (Motorcycle Regular Operating Hours for Lot)
- \$ 5.00* Special Event Parking
- *Applicable taxes are included.
- \$ 12.00** 1 Month Bicycle Locker Rental
- \$ 77.00** 1 Month Random Parking
- \$ 116.00** 1 Month Reserved Stall***
- **Plus Applicable taxes.

*** Not Available at all parking garages.

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

And replacing it with:

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

<u>FEE</u>

PERMITTED PARKING TIME

- \$ 1.00* 1 Hour
- \$ 6.00* 1 Day (Standard Vehicle Regular Operating Hours for Lot)***
- \$ 3.00* 1 Day (Motorcycle Regular Operating Hours for Lot)
- **\$** 5.00* Special Event Parking (Library Plaza and Chapman Parkades)
- \$ 3.00* Special Event Parking (Memorial Parkade Only)

*Applicable taxes are included.

- \$ 12.00** 1 Month Bicycle Locker Rental
- \$ 78.08** 1 Month Random Parking
- \$ 117.62** 1 Month Reserved Stall***
- **Plus Applicable taxes.

*** Not Available at all parking garages.

Subsection 4.6 Parking Fees and Charges – Annual CPI Adjustment

Parking rates in this Schedule are based upon the 2016 **Consumer Price Index (CPI)**. **Annual Parking Rate Adjustments** will be made annually on June 1st, based on the **CPI** (British Columbia, all items) value from the preceding year. Any adjustments to short-term parking rates (hourly, daily, special event) will be rounded to the nearest \$0.25 for ease of use by customers paying with cash/coin. Annual adjustment calculations that do not result in an amendment will be compounded until such time an increase is indicated."

- 5. This bylaw may be cited for all purposes as "Bylaw No. 11483, being Amendment No. 29 to Traffic Bylaw No. 8120."
- 6. This bylaw shall come into full force and effect and be binding on all persons as of October 1, 2017.

Read a first, second and third time by the Municipal Council this 11th day of September, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11485

Amendment No. 8 to Solid Waste Management Bylaw No. 10106

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Solid Waste Management Bylaw No. 10106 be amended as follows:

1. THAT **1** INTRODUCTION, **1.2** INTERRETATION, be amended by deleting the definition for **"Director of Infrastructure Operations**" that reads:

"Director of Infrastructure Operations" means the person appointed as such by the City and includes his or her lawful delegate.

And replace it with in its appropriate location the following:

"Director of Civic Operations" means the person appointed as such by the City and includes his or her lawful delegate

- 2. AND THAT all references throughout the bylaw to "Director of Infrastructure Operations" be replaced with "Director of Civic Operations";
- 3. AND THAT **SCHEDULE E SANITARY LANDFILL / RECYCLING FEES**, 5.a table be deleted that reads:

| Yards purchased March 1 to February 28 | Ogogrow at 551 Commonage Road | Ogogrow at Glenmore Landfill | GlenGrow at Glenmore Landfill |
|---|----------------------------------|------------------------------------|-------------------------------------|
| Less than 50 | \$21.43 | \$25.43 | \$21.43 |
| 50 to 249 | \$16.07 | \$20.07 | \$16.07 |
| 250 to 999 | \$13.39 | \$17.39 | \$13.39 |
| 1000 to 2999 | \$10.45 | \$14.45 | \$10.45 |
| 3000 to 4999 | \$9.08 | \$13.08 | \$9.08 |
| 5000 and up | \$8.48 | \$12.48 | \$8.48 |

And be replaced with:

| Yards purchased March 1 to | UDODITOW AT 551 | Ogogrow at | Glengrow at Glenmore |
|--------------------------------|-----------------|-------------|-----------------------|
| r ar as por chase a march 2 co | | e gegion at | alongion ac alonniore |

| February 28 | Commonage Road | Glenmore Landfill | Landfill |
|------------------|----------------|-------------------|----------|
| Less than 50 | \$21.43 | \$21.43 | \$21.43 |
| 50 to 249 | \$16.07 | \$16.07 | \$16.07 |
| 250 to 999 | \$13.39 | \$13.39 | \$13.39 |
| 1000 to 2999 | \$10.45 | \$10.45 | \$10.45 |
| 3000 to 4999 | \$9.08 | \$9.08 | \$9.08 |
| 5000 to 6999 | \$8.48 | \$8.48 | \$8.48 |
| 7000 to 9999 | \$7.63 | \$7.63 | \$7.63 |
| 10,000 to 19,999 | \$6.87 | \$6.87 | \$6.87 |
| 20,000 and up | \$5.00 | \$5.00 | \$5.00 |

- AND THAT SCHEDULE E SANITARY LANDFILL / RECYCLING FEES be further amended by 4. adding a new section 6 in its appropriate location that reads as follows:
 - "6. The Director of Civic Operations or designate is authorized to periodically amend rates on a short term basis when the total quantity of compost in inventory exceeds 25% of the City's annual production of compost through: a. The sale of compost to buyers outside of the Central Okanagan Regional District
 - and the City of Vernon; and
 - b. At a negotiated rate between \$0.00 and \$7.00 per cubic yard."
- This bylaw may be cited for all purposes as "Bylaw No. 11485, being Amendment No.8 to Solid 5. Waste Management Bylaw No. 10106."
- 6. 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 11th day of September, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk