



Development Permit

DP25-0234

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

165 Dougall Road North

and legally known as

Lot A Section 26 Township 26 ODYD Plan EPP137229

and permits the land to be used for the following development:

Apartment Housing and Child Care Centre, Major

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Council Approval: March 30, 2026

Development Permit Area: Form and Character

Existing Zone: UC4r – Rutland Urban Centre - Rental Only

Future Land Use Designation: UC – Urban Centre

This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner’s authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: The City of Kelowna

Applicant: Troika Developments

Nola Kilmartin
Development Planning Department Manager
Planning & Development Services

Date of Issuance



1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

THAT Council authorizes the issuance of Development Permit No. DP25-0234 for Lot A Section 26 Township 26 ODYD Plan EPP137229, located at 165 Dougall Road North, Kelowna, BC subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C";
- d) Prior to permit issuance, the applicant be required to:
 - i. Post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect; and
 - ii. Register a Section 219 Restrictive Covenant to require the following Transportation Demand Management conditions:
 - a. That a Car-Share Agreement between the applicant and car-share provider be signed, executed and attached as a schedule to the covenant;
 - b. At least sixty (60) days prior to the estimated date of occupancy that the applicant make a payment for the Project Fee as per the Car-Share Agreement for 1 Car-Share membership per dwelling unit in accordance with Section 8.2.15(a) in Zoning Bylaw No. 12375; and
 - c. At least sixty (60) days prior to the estimated date of occupancy that the applicant enter into an EcoPass Agreement with BC Transit and make a payment into the program in accordance with Section 8.2.15 (a) in Zoning Bylaw No. 12375;
- e) That in relation to Transportation Demand Management conditions, that the estimated payment date (estimated at least sixty (60) day prior to occupancy) is _____, _____; and
- f) That the applicant provide written notice to the City confirming that the Transportation Demand Management payments have been made;

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



3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property owner of the day. Should the Developer carry out the development as per the conditions of this permit, the security shall be returned to the Developer or his or her designate following proof of Substantial Compliance as defined in Bylaw No. 12310. There is filed accordingly:

- a) An Irrevocable Letter of Credit **OR** certified cheque **OR** a Surety Bond in the amount of **\$96,099.58**

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

4. INDEMNIFICATION

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

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

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

The PERMIT HOLDER is the CURRENT LAND OWNER.

Security shall ONLY be returned to the signatory of the Landscape Agreement or their designates.