# City of Kelowna Regular Council Meeting AGENDA



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Monday, October 21, 2013 1:30 pm Council Chamber City Hall, 1435 Water Street

			Pages		
1.	Call to Order				
	This meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.				
2.	Confi	mation of Minutes	4 - 11		
	Regul	ar PM Meeting - October 7, 2013			
3.	Development Application Reports & Related Bylaws				
	3.1	Agricultural Land Reserve Appeal Application No. A13-0010 - 3588 Benvoulin Rd, Vince, Juhlie & Lesah Curatolo	12 - 35		
	Mayor to invite the Applicant, or Applicant's Representative to come forward.				
		To recommend non-support for an application seeking approval from the Agricultural Land Commission (ALC) under Section 20(3) of the Agricultural Land Commission Act for a "non-farm use" within the Agricultural Land Reserve (ALR) to allow for a second dwelling (i.e. Farm Worker Housing) on the subject property.			
	3.2	Rezoning Application No. Z13-0032 - 325 Hartman Rd, Gary Martin Lupul	36 - 57		
		To rezone the subject property from the RU1 - Large Lot Housing Zone to the RU6 - Two Dwelling Zone to allow the construction of a second single family dwelling.			
		3.2.1 Bylaw No. 10891 (Z13-0032) - 325 Hartman Road, Gary Martin Lupul	58 - 58		
		To give Bylaw No. 10891 first reading.			
	3.3	Rezoning Application No. Z13-0035 - 341 Clifton Rd, Adrian Hazzi & Mandi Moore	59 - 73		

The application proposes a rezoning of the subject property from A1 -Agriculture 1 to RU1 - Large Lot Housing and RU2 - Medium Lot Housing. The rezoning is required to facilitate the subdivision of the existing 1.0 hectare property into 13 medium and large urban residential lots.

**3.3.1** Bylaw No. 10892 (Z13-0035) - 341 Clifton Road, Adrian Hazzi & Mandi 74 - 75 Moore

To give Bylaw No. 10892 first reading.

3.4 Rezoning Application No. Z12-0063, Extension Request - 835 Solly Crt, 76 - 78 Kamalpreet Kaur Gill & Gurdev Singh Gill

To extend the date for adoption of Zone Amending Bylaw No. 10779 from November 27, 2013 to November 27, 2014 in order to facilitate the rezoning of the subject property from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone to prepare for the property being subdivided into three lots.

## 4. Non-Development Reports & Related Bylaws

	4.1	Housing Ltd.	Agreement - 550 Rowcliffe and 555 Buckland Ave, Davara Holdings	79 - 80
		-	y intends to enter into a housing agreement for 550 Rowcliffe Avenue Buckland Avenue with Davara Holdings Limited.	
		4.1.1	Bylaw No.10850, Housing Agreement Authorization Bylaw - 550 Rowcliffe Road and 555 Buckland Avenue, Davara Holdings Ltd.	81 - 87
			To give first, second, and third readings to Bylaw No. 10850 being the Housing Agreement Authorization Bylaw for 550 Rowcliffe Avenue and 555 Buckland Avenue with Davara Holding Ltd.	
	4.2	Library	Parkade Bistro	88 - 124
		For Cou Parkade	ncil to consider approving the Lease for the bistro space at the Library	
5.	Bylaw	s for Ado	ption (Non-Development Related)	
	5.1	Bylaw N	lo. 10855 - Road Closure Bylaw, Portion of Spall Road	125 - 126
		by the p To cons	o invite anyone in the public gallery who deems themselves affected proposed road closure to come forward. ider adoption of Bylaw No. 10855, being a Road Closure Bylaw for a of Spall Road	
	5.2	Bylaw N	lo. 10889 - 2014 Permissive Tax Exemption Bylaw	127 - 146
			ider adoption of Bylaw No. 10889, being the 2014 Permissive Tax ion Bylaw, in order to exempt from taxation certain lands and	

improvements situated in the City of Kelowna

- 6. Mayor and Councillor Items
- 7. Termination



## City of Kelowna Regular Council Meeting Minutes

Date: Location: Monday, October 7, 2013 Council Chamber City Hall, 1435 Water Street

Council Members Present: Mayor Walter Gray and Councillors Colin Basran, Andre Blanleil, Maxine DeHart, Gail Given, Robert Hobson, Mohini Singh, Luke Stack\* and Gerry Zimmermann

Staff Present Deputy City Manager, Paul Macklem; City Clerk, Stephen Fleming; Manager, Urban Planning, Danielle Noble-Brandt\*; Revenue Manager, George King\*; and Records and Information Coordinator, Corine (Cory) Gain

(\*denotes partial attendance)

#### 1. Call to Order

Mayor Gray called the meeting to order at 1:31 pm.

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

#### 2. Confirmation of Minutes

#### Moved By Councillor Basran/Seconded By Councillor Stack

<u>**R639/13/10/07**</u> THAT the Minutes of the Regular PM Meeting of September 30, 2013 be confirmed as circulated.

**Carried** 

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#### 3. Committee Reports

#### 3.1. Accessibility Advisory Committee

#### Staff:

- Provided an overview of the report and responded to questions from Council.

#### Moved By Councillor Singh/Seconded By Councillor Zimmermann

<u>**R640/13/10/07**</u> THAT Council receives for information the Report from the Planner Specialist, Urban Design dated October 7, 2013 with respect to appointment of a member of the Accessibility Advisory Committee;

AND THAT Council appoints Dr. Christian Brix as a Member of the Accessibility Advisory Committee.

Carried

#### 4. Development Application Reports & Related Bylaws

4.1. Rezoning Application No. Z10-0028, Extension Request - 1020 Graham Rd, Lyall Watson Grexton/Peter James Chataway

Staff:

- Summarized the application before Council and provided updated information to the staff report.
- Advised that the partial payment of the outstanding Development Engineering fees received on Friday does not alter the staff recommendation on this application.

Mayor Gray invited the Applicant, or Applicant's Representative, to come forward.

#### Peter Chataway, Applicant's Representative

- Stated the applicant's case for extension.
- Advised that when the applicant became aware that partial payment of the outstanding fees could be made to express intention to proceed, \$17,000 of the \$34,000 outstanding fees were submitted on Friday, October 4, 2013.
- Advised that the intention is to eventually bring the legally non-conforming property into compliance in a similar configuration to surrounding properties.

#### Council:

- Questioned the applicant's intention to proceed with the development.
- Contemplated the time frame for the extension.
- Questioned the occupancy of each of the dwellings located on the property;

Staff:

- Responded to questions from Council and clarified the outstanding requirements, including confirmation of the requirement to receive approval of a Development Variance Permit prior to final adoption of the Zoning Bylaw Amendment.

#### Moved By Councillor Blanleil/Seconded By Councillor Given

**R641/13/10/07** THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Amending Bylaw No. 10551 (Z10-0028), Lot 43, Section 22, Township 26, ODYD Plan 28367, located on Graham Road, Kelowna, BC be extended from July 11, 2013 to July 11, 2014;

AND THAT no further extensions will be considered by Council.

## <u>Carried</u>

4.1.1. Bylaw No. 10551 (Z10-0028) - 1020 Graham Road, Lyall Watson Grexton/Peter James Chataway

Rescindment of Bylaw No. 10551 was not considered by Council as development application was extended.

## 4.2. Rezoning Application No. Z13-0031 - 260 Lake Avenue, Marianne Hill

Staff:

Summarized the application before Council.

#### Moved By Councillor Stack/Seconded By Councillor Hobson

**R642/13/10/07** THAT Rezoning Application No. Z13-0031 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 14, ODYD, Plan EPP30347, located on 260 Lake Avenue, Kelowna, BC from the RU3 - Small Lot Housing zone to the RU1c-Large Lot Housing with Carriage House zone be considered by Council;

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Heritage Alteration Permit for the subject property.

#### Carried

#### 4.2.1. Bylaw No. 10890 (Z13-0031) - 260 Lake Avenue, Marianne Hill

Moved By Councillor Zimmermann/Seconded By Councillor DeHart

R643/13/10/07 THAT Bylaw No. 10890 be read a first time.

#### **Carried**

City Clerk:

- Advised that the Public Hearing is scheduled for October 22, 2013.

4.3. Development Permit Application No. DP13-0150 - 1824 & 1810 Gordon Drive, HSC Holdings Ltd. and T & A Synergy Enterprises Ltd./Scuka Enterprises

Staff:

- Summarized the application before Council.

### Moved By Councillor Hobson/Seconded By Councillor Given

<u>R644/13/10/07</u> THAT Council authorize the issuance of Development Permit No. DP13-0150 for Lot 1 & 2, District Lot 138, ODYD, Plan EPP19088, located at 1824 & 1810 Gordon Drive, Kelowna B.C., 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".

AND THAT the applicant be required to complete the above-noted conditions within 180 days of Council's approval of the Development Permit Application in order for the permit to be issued.

#### <u>Carried</u>

4.4. Official Community Plan Bylaw Amendment Application No. OCP11-0008 and Rezoning Application No. Z11-0062 - 2241 Springfield Road, R366 Enterprises Ltd.

Councillor Stack declared a conflict of interest as his employer, The Society of Hope, owns and operates a neighbouring property and left the meeting at 1:59 pm.

Councillor Blanleil confirmed he is not in a conflict with this as property he owns is outside of the notification area.

Staff:

Summarized the application before Council.

## Moved By Councillor Zimmermann/Seconded By Councillor Basran

**R645/13/10/07** THAT Council waives the requirement for a Comprehensive Development Permit for consideration concurrent to final adoption of the OCP and Zone Amending Bylaws as outlined in the Report from the Urban Planning Department dated September 26, 2013;

AND THAT OCP Amending Bylaw No. 10638 and Zone Amending Bylaw No. 10639 be forwarded for adoption consideration.

Carried

4.4.1. Bylaw No. 10638 (OCP11-0008) - 2241 Springfield Road, R366 Enterprises Ltd.

Moved By Councillor DeHart/Seconded By Councillor Zimmermann

**R646/13/10/07** THAT Bylaw No. 10638 be adopted.

#### Carried

4.4.2. Bylaw No. 10639 (Z11-0062) - 2241 Springfield Road, R366 Enterprises Ltd.

### Moved By Councillor Blanleil/Seconded By Councillor Basran

<u>**R647/13/10/07**</u> THAT Bylaw No. 10639 be adopted.

#### **Carried**

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## 5. Bylaws for Adoption (Development Related)

5.1. Bylaw No. 10498 (Z11-0004) - 3399 East Kelowna Road, Clayton Bruce Ivan

Councillor Stack returned to the meeting at 2:01 pm.

#### Moved By Councillor Blanleil/Seconded By Councillor Basran

**R648/13/10/07** THAT Bylaw No. 10498 be adopted.

Carried

#### 6. Non-Development Reports & Related Bylaws

#### 6.1. Quarterly Report Update

Deputy City Manager:

Displayed a PowerPoint presentation and a time-lapse video of Phase 2 of the Bernard Avenue Project.

#### Moved By Councillor Hobson/Seconded By Councillor Given

<u>R649/13/10/07</u> THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated October 2, 2013.

**Carried** 

#### 6.2. 2014 Permissive Tax Exemption Bylaw No 10889

Councillor Stack declared a conflict of interest due to his involvement with the Society of Hope, a recipient of a Permissive Tax Exemption and left the meeting at 2:30 pm.

Staff:

 Made a verbal presentation to Council outlining changes to the schedules attached to the bylaw from previous years.

Moved By Councillor Zimmermann/Seconded By Councillor Basran

**R650/13/10/07** THAT Council receives, for information, the Report from the Revenue Manager dated October 7, 2013 with respect to the 2014 Permissive Tax Exemption Bylaw;

AND THAT Bylaw No. 10889, being the 2014 Permissive Tax Exemption Bylaw be forwarded for reading consideration.

Carried

#### 6.2.1. Bylaw No.10889 - 2014 Permissive Tax Exemption Bylaw

#### Moved By Councillor Hobson/Seconded By Councillor Singh

**R651/13/10/07** THAT Bylaw No. 10889 be read a first, second and third time.

**Carried** 

#### 7. Resolutions

#### 7.1. Draft Resolution, 2014 Council Meeting Schedule

Councillor Stack returned to the meeting at 2:35 pm.

#### City Clerk:

- Summarized the 2014 Council Meeting Schedule.

#### Moved By Councillor Hobson/Seconded By Councillor DeHart

R652/13/10/07 THAT the 2014 Council Meeting Schedule be adopted as follows:

Monday Regular Meetings	Public Hearing/Regular Meetings
January 13, 20 and 27	January 21
February 3, 17 and 24	February 4 and 18
March 3, 10, 17, 24 and 31	March 4 and 18
April 7, 14 and 28	April 1, 15 and 29
May 5, 12 and 26	May 13 and 27
June 9, 16 and 23	June 10 and 24
July 14 and 28	July 15 and 29
August 11 and 25	August 12 and 26
September 8, 15, 18* and 29	September 9
October 6, 20 and 27	October 7 and 21
November 3 and 10	November 4
December 1*, 8 and 15	December 9

September 18 - Pre-Budget Council Meeting

December 1 - Inaugural Council Meeting

Carried

#### 8. Mayor and Councillor Items

Mayor Gray:

- Read an email from Pastor Mike Penninga thanking the City of Kelowna for the Permissive Tax exemption enjoyed by the Kelowna Gospel Fellowship.
- Noted that the church congregation voluntarily undertook Knap Weed removal at Knox Mountain Park. This is a great example of how recipient organizations have chosen to give back to the community in exchange for the tax exemption.
- Also advised that an International student attending Okanagan College has undertaken to mobilize her English as a Second Language class to clean up litter along KLO Road in recognition of their appreciation of Kelowna being a wonderful place to live and study.

#### Councillor Given:

- Thanked the Arts community for the many events that were held on Friday, October 4 in celebration of Heritage Days, particularly including two events at the Art Gallery and one at the museum.
- Inquired as to the existence of some means that Council could influence or prompt a property owner to:
  - 1. Énsure occupation of an empty building, or
  - 2. Ensure completion of stalled building projects.

City Clerk:

- Responded that there is currently no mechanism to prompt either completion or occupation of a property so long as the property taxes are being paid and the grounds cared for.

#### Moved By Councillor Given/Seconded By Councillor Blanleil

<u>**R653/13/10/07</u>** THAT Council direct staff to bring forward a report addressing:</u>

- 1. Options for prompting occupancy of empty buildings; and
- 2. Options for prompting completion of partially complete development sites.

#### **Carried**

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Councillor Stack:

- Praised the Uptown Rutland Scarecrow Festival as a successful event.
- Encouraged the donation of blood by the end of October to help Kelowna keep the lead in the current Blood Donation campaign/competition with the City of Prince George.
- Councillor Stack congratulated Mission Hill Winery on winning the 'World's Best Pinot Noir' and 'Best Wine' at the Decanter World Wine Awards.

#### Moved By Councillor Stack/Seconded By Councillor Singh

**<u>R654/13/10/07</u>** THAT Council authorize the Mayor to write a letter to Mission Hill Family Estate Winery to congratulate them on winning recognition at the Decanter World Wine Awards as the 'World's Best Pinot Noir' in the under £15 category and the Regional Trophy for 'Best Wine' from a field of 14,000 wines from 61 regions around the world.

#### Carried

Councillor Zimmermann:

- Reported on his attendance at the Glenmore Ellison Improvement District pump station opening named for Mr. Joe Bulloch in recognition of his long service to the provision of irrigation services.

#### Moved By Councillor Stack/Seconded By Councillor Hobson

<u>R655/13/10/07</u> THAT Council authorize the Mayor to write to Mr. Joe Bulloch thanking him for his contributions and long service to irrigation services at the Glenmore Ellison Improvement District.

#### **Carried**

#### Councillor DeHart:

- Mentioned that several people have commented on the installation of the new sidewalk and paving on Gordon Drive.
- Encouraged Council and the community to attend the United Way Drive Thru Breakfast on October 10, 2013, taking place from 6 to 9 am at the Ramada Inn across from Orchard Park Mall.
- Advised that the Iron Chef competition held as part of the Fall Wine Festival was won by local chef Ned Bell.

#### Councillor Blanleil:

- Advised that he is now a member of the TELUS Community Board, an organization that donates approximately \$300,000 annually to charities in the Okanagan-Thompson Region.
- Encouraged local charities to make application to receive funding.

#### Councillor Basran:

- Advised that he toured the new downtown state-of-the-art facilities of the company known as Hyper Hippo. The company, employs twenty people and is currently preparing for the launch of their new game. This a great example of what the 'Tech' sector is doing in the local economy.

- Extended kudos to Planning staff for working well with a recent purchaser of development property at Tower Ranch. Parkridge, an Alberta company, has advised him that they were very impressed in dealing with staff in the due diligence process associated with the purchase.
- Mayor Gray:
- Displayed a ceremonial paddle gifted to the City by Bob Purdy, Paddle for the Planet to promote stand-up paddle boarding as a fast growing, environmentally positive recreation. The Mayor advised that the paddle will be displayed in City Hall when renovations are complete.
- 9. Termination

This meeting was declared terminated at 3:05 pm.

ler City Clerk

/cg

Mayor

# **REPORT TO COUNCIL**



Date:	October 4, 20	13		Kelo
RIM No.	1210-21			
То:	City Manager			
From:	Greg Sauer, L	and Use Planner		
Application:	A13-0010		Owner:	Vince Curatolo Juhlie Curatolo Lesah Curatolo
Address: 3588 Benvoul		in Road	Applicant:	Vince Curatolo Juhlie Curatolo
Subject:	2013-10-21 Re	eport A13-0010 3588 B	envoulin Rdl	
Existing OCP De	esignation:	Resource Protection	Area	
Existing Zone:		A1 - Agriculture 1		

## 1.0 Recommendation

THAT Agricultural Land Reserve appeal A13-0010 for Parcel 2 (Plan B1427) of District Lot 132 Osoyoos Division Yale District, located at 3588 Benvoulin Road, Kelowna, B.C. for a non-farm use of agricultural land in the Agricultural Land Reserve, pursuant to Section 20(3) of the Agricultural Land Commission Act, NOT be supported by Municipal Council;

AND THAT Municipal Council forward the subject application to the Agricultural Land Commission.

## 2.0 Purpose

To recommend non-support for an application seeking approval from the Agricultural Land Commission (ALC) under Section 20(3) of the Agricultural Land Commission Act for a "non-farm use" within the Agricultural Land Reserve (ALR) to allow for a second dwelling (i.e. Farm Worker Housing) on the subject property.

## 3.0 Subdivision, Agriculture & Environment Comments

City staff are not supportive of the requested non-farm use which seeks an additional dwelling for full-time agricultural workers. In this case, the owners are seeking a new dwelling for an immediate family member.

City staff are familiar with the history of the farm operation which dates back to the mid-1980's and which is now realizing significant growth in their niche farm product, most recently in their relatively new Benvoulin Road location. City staff are supportive of the Curatolo family and the

entrepreneurial spirit that has been displayed in acquiring the subject property and scaling up the operations of Pure Basil Enterprises in a significant way. Staff are also encouraged by and in support of the applicant's intentions to expand their operation by adding farm retail sales and engaging in agri-tourism through a basil pesto festival for example. The type of success being realized by this agri-business is encouraging and is hopefully providing a model for others seeking success in agriculture.

Further, staff have observed the operation first hand and acknowledge that producing, packaging and marketing the various basil products that the Curatolo family currently does comes with relatively high labor requirements. This is especially true during key times of the season (e.g. planting, weeding, harvesting/packaging) where outside labor must be sourced to meet demands.

An often over-looked benefit of farming in the highly urbanized context of Kelowna is proximity to labor markets. Kelowna does not have remote agricultural areas which make accessing residential enclaves and labor markets a significant challenge. Proximity to labor is among the central criteria to be considered when evaluating the "need for farm worker housing". Located along Benvoulin Road, the owners benefit from extensive housing opportunities and labor in close proximity. Additional criteria in assessing the "need" for additional residences include the established level of operation (i.e. what is being produced and how much).

While staff fully support the farm business, staff are concerned with the long term impacts on agricultural land in general and the preservation of farming in Kelowna (in the near and long term). While on the surface it appears that at stake is one new dwelling on one agricultural parcel, experience suggests much greater complexity and the potential for negative impacts exist.

It is important to acknowledge that additional agricultural dwellings have been authorized extensively in the past and Kelowna's agricultural landscape is now heavily impacted by past decisions. Past approvals do influence how land owners see additional dwellings on agricultural land (often as an entitlement), but also how planning staff view this discretionary use.

Staff are aware, often through complaints by neighbors, that many of these previously authorized additional dwellings are no longer being used as originally intended (i.e. to house full-time agricultural workers). Instead the dwellings are used for general rental purposes - an illegal use in the A1 zone and in the ALR. Dealing with these situations requires significant resources from multiple departments to resolve these complaints.

Further, it is clear that agricultural land is highly desirable for non-agricultural uses (e.g. estate housing) with market forces pushing agricultural land values (including the "improvements") to unsustainable levels. These forces sometimes create a very challenging environment for individuals and families to operate a viable farm business on its own merit. The City is increasingly confronted by the illegal use of farm worker housing where mortgage financing is dependent on the income from these illegal rentals which could be in the thousands of dollars monthly. This problem appears to be wide spread in Kelowna and will not be resolved easily.

Specific to the subject property, the property was purchased in January 2010 for \$1,100,000 (i.e. ~\$68,000 per acre) with effectively no improvements (i.e. usable buildings or structures or even reliable water supply)<sup>1</sup>. The dwelling recently constructed on the subject property was estimated at \$365,000 (construction value). All other variables being equal, the estimated value of this property has increased to \$1,465,000 or ~\$91,000/acre. Assuming a second, albeit smaller permanent dwelling is constructed, the value of the property is likely to average greater than \$100,000/acre. While this scenario is desirable for the current owners, in a resale scenario,

<sup>&</sup>lt;sup>1</sup> BC Assessment data (2013).

attempting to operate a viable agricultural operation on what could be a +\$1.7 million, 16 acre property, will be challenging for new owners.

The above scenario illustrates the considerable impact of farm dwellings ("improvements") on land valuation and affordability which in turn influences the agricultural capability in a way not previously witnessed. The impacts are both incremental and cumulative. That is to say that permitting one more single family dwelling may not change Kelowna's agricultural landscape, but when considered cumulatively these individual decisions matter. While the individual interest must be acknowledged, viewing agricultural land more holistically and with an eye to the future suggests that the overall impact to agricultural land and production are not desirable.

## Alternatives:

Despite the above concerns, options are available which would permit an additional dwelling, but would not necessarily negatively impact the long term viability of this farm parcel. City staff have advised the owners with respect to the regulations and opportunities early on in their decision-making. The owners were advised that their intended goal of housing all of the family members (father and two daughters who are all on title) in three homes would be challenging for the above-mentioned reasons. Staff advised of the permitted housing options through existing regulations (City and ALC) which could avoid this application:

- One (1) secondary suite within the principal dwelling; and
- One (1) manufactured home up to 9 metres (29.5') wide for use by "immediate family".

Staff have encouraged the owners to consider building the principal dwelling with a suite, or to consider the manufactured housing options. A modular home can be removed from the subject property if no longer necessary for "immediate family" and effectively neutralizes concerns with the economics of farm land. Removal of the structure would also restore the physical impact on the land making more land available for farming if so desired.

The applicants are thus far unwilling to consider manufactured housing. Comments made to staff and the AAC suggest this position is based on housing preference and stigma. Modular housing has however made great advances in the past couple of decades and need not appear different from housing built onsite (see attached images). Size also should not be a concern as a local home manufacturer <sup>2</sup> notes that they can construct and deliver modular homes up to 2,100 ft<sup>2</sup> (72' x 30') which is consistent ALC regulations which limit a modular home to 9 metres in width.

The cost of housing was also raised as a concern at the AAC meeting. Staff research suggests that manufactured homes start at ~95/ft<sup>2</sup> and can range up to  $125/ft^2$  depending on the level of finishes<sup>3</sup>. In contrast, City Building & Permitting staff use  $100/ft^2$  as the low benchmark when reviewing new home plans and assessing Building Permit fees.

Mr. Curatolo has also stated that he has reached an age where he is ready to retire and turn over the business to his daughters. While removing himself from the business may not be instantaneous, the intention to exit the business would suggest that Mr. Curatolo may not need to be on site into the future, but rather could live away from the agricultural parcel and commute to and from the farm as desired/necessary.

Additional residences are discretionary in nature and unlike the principal dwelling, not a right for land owners. ALC policy and regulations permit a second dwelling in the form of a manufactured home making this request unnecessary. While the applicant's desire to be onsite in new custom built homes is recognized, an opportunity exists to mitigate the impacts while achieving farm worker (family) accommodation and should be the first choice.

<sup>&</sup>lt;sup>2</sup> Chaparral Industries, Kelowna, BC.

<sup>&</sup>lt;sup>3</sup> Personal Communication with Trevor Romanchuk, Sales Manager, Chaparral Industries.

## 4.0 Proposal

## 4.1 Background/Project Description

The subject property is a mid-size (i.e. 6.5 ha or 16.1 acre) agricultural parcel (in the ALR) located on the west side of Benvoulin Road. The original home and picker's cabin are still standing and located adjacent to Benvoulin Road. A new home was constructed on the subject property beginning in 2012 with occupancy given in the spring of this year. The home was permitted following the applicant posting the necessary bonding and agreeing to the decommissioning of the existing original home and a "honey house" which has been used as a dwelling.

Two accessory structures have been constructed on the property since the current owners took possession in 2010. As staff understand it, the structures are being utilized as farm structures.

In 2011 staff issued a soil placement permit after being notified that soil was being brought to the site. The soil was being removed from the "SOPA Square" development site at KLO Road and Pandosy Street. The approval for 600 truck loads ( $\sim$ 6,000 m<sup>3</sup>) of fill was granted after it was confirmed to be free of contaminants and of reasonable agricultural quality. The applicant noted it was their intent to mix the soil with existing soil and to level out an existing depression.

The applicants have been farming the subject property since taking possession in 2010. The production is now at approximately 2 acres of a relatively high value, labour intensive ground crop in the form of basil.

## 4.2 Site Context

The subject property is located on Benvoulin Road between KLO and Casorso Roads and at the intersection of Pioneer Road near the Pioneer Market in the South Pandosy-KLO Sector. The site area is ~6.52 hectares (16.1 acres) and the site is generally flat at 348 metres.

A wetland is located north of the subject property and the Mission Creek Water Users irrigation ditch runs parallel to a portion of the north property line, located on the property to the north. The applicant notes that water to the site is provided by two wells.

## Agricultural Capability

In terms of the land capability, the area was assessed at 100% Class 2 (improved) with excess moisture as a limitation. The applicant has not submitted further soils assessment, but has suggested that the northwest area of the subject property contains poor quality soils/conditions (alkalinity).

## Agricultural Production (Current & Proposed)

The applicant notes that at present approximately two acres are planted in basil. The basil produced onsite goes to a number of users and the owners are actively involved with value-added products (e.g. basil pesto). The applicant notes that they intend to increase agricultural production including expanding the soil based agriculture to include garlic production and the construction of greenhouses to extend basil production. The applicants are also proposing to develop the property for farm gate retail sales "in the coming year".



Map 1 - Subject Property Map - 3588 Benvoulin Road

Photo 1 - View of Subject Property Looking West from Benvoulin Road



Located along Benvoulin Road, the subject property is in a high traffic/visibility area. All surrounding parcels are agricultural with a range of sizes and configurations.

Direction	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Rural/ agricultural
East	A1 - Agriculture 1	Yes	Rural/ agricultural
South	A1 - Agriculture 1	Yes	Rural/ agricultural
West	A1 - Agriculture 1	Yes	Rural/ agricultural

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

## 5.0 Proposal

The purpose of this file is to consider the applicant's proposal to develop an additional dwelling to house full-time farm help on the subject property. The applicant is requesting permission from the ALC to add a new dwelling which would house immediate family members. The applicant states that the new dwelling would be occupied by his daughter who would be working on the farm on a full-time basis. If successful, the subject property would contain two full dwellings and two decommissioned dwellings.

## 6.0 Current Development Policies

## 6.1 <u>2030 Official Community Plan: Greening Our Future</u>

The subject property has a future land use designation of Resource Protection Area and relevant policies are included below:

Objective 5.33 Protect and enhance local agriculture<sup>4</sup>.

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

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

Policy .7 Non-farm Uses. Support non-farm use applications on agricultural lands only where approved by the ALC and where the proposed uses:

- are consistent with the Zoning Bylaw and OCP;
- provide significant benefits to local agriculture;
- can be accommodated using existing municipal infrastructure;
- minimize impacts on productive agricultural lands;
- will not preclude future use of the lands for agriculture;
- will not harm adjacent farm operations.

Objective 5.34 Preserve productive agricultural land<sup>5</sup>.

Policy .1 Secondary Suites. Encourage secondary suites on agricultural land to be located within a permitted principal dwelling.

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.

## 6.2 <u>City of Kelowna Agriculture Plan</u>

## ALR Application Criteria<sup>6</sup>

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

<sup>&</sup>lt;sup>4</sup> City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.33.

<sup>&</sup>lt;sup>5</sup> City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.34.

<sup>&</sup>lt;sup>6</sup> City of Kelowna Agriculture Plan (1998); p. 130.

speculation and the cost of entering the farm business, and encouraging increased farm capitalization.

## 6.3 Technical Comments

Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

## 7.0 Application Chronology

Date of Application Received: August 12, 2013

Agricultural Advisory Committee: September 12, 2013

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting on September 12, 2013 and the following Council recommendation was passed:

THAT the Agricultural Advisory Committee recommends that Council support Agricultural Land Reserve Appeal Application No. A13-0010 for 3588 Benvoulin Road, Kelowna, BC for a non-farm use within the Agricultural Land Reserve pursuant to section 20(3) of the *Agricultural Land Commission Act* to allow for a second dwelling for full-time Farm Worker Housing on the subject property.

## CARRIED

## ANECDOTAL COMMENT:

The Agricultural Advisory Committee supported Agricultural Land Reserve Appeal Application No. A13-0010 for the following reasons:

• the Committee members felt that the existing house is appropriately sited on the lower quality land allowing agricultural production on the higher capability land; the proposed plan for an additional dwelling and greenhouses in that area is also appropriate given the nature of the existing and proposed agri-business operation.

The Committee recommended to the applicant that the footprint of the second dwelling be minimized by constructing a two storey dwelling rather than a single-storey structure with a larger footprint.

## 8.0 Alternate Recommendation

THAT Agricultural Land Reserve appeal A13-0010 for Parcel 2 (Plan B1427) of District Lot 132 Osoyoos Division Yale District, located at 3588 Benvoulin Road, Kelowna, B.C. for a non-farm use of agricultural land in the Agricultural Land Reserve, pursuant to Section 20(3) of the Agricultural Land Commission Act, be supported by Municipal Council;

AND THAT Municipal Council forward the subject application to the Agricultural Land Commission.

## Report prepared by:

Greg Sauer - Land Use Planner, Subdivision, Agriculture and Environment Services

Reviewed by: Enviro	Todd	Cashin	-	Manager,	Subdivision,	Agriculture	and
Approved for Inclusion: Enviro	Shelley	y Gamba	acor	t - Directo	or, Subdivision,	Agriculture	and

Attachments:

Subject property/zoning & ALR map (2 pages) Canada Land Inventory - Land Capability and Soil Classification (2 pages) Applicant's Rationale (8 pages) ALC Policy #8 Permitted Uses In The ALR: Residential Use (2 pages) ALC Policy #9 Additional Residences for Farm Use (1 page) Modular Home Examples

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



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





## Land Capability = Brown/ Soil Class = Green



## REQUEST FOR ADDITIONAL PERMANENT DWELLING FOR FAMILY FARM HELP

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#### AT

#### 3588 BENVOULIN ROAD

#### KELOWNA, B.C.

## LECAL DESCRIPTION: KAPB1427 Parcel 2

Our family has been growing basil on a small scale commercially since 1986. We started producing chopped frozen basil exclusively for the food industry. (See attached label #1) As the popularity of basil and pesto has been growing, so have our product sales. We secured sales with major food distributors in B.C. such as Sysco, Gordon Food Service (GFS), and Saputo Foods. (See attached promo sheets for Sysco and GFS)

Our family is involved in all aspects of growing, harvesting, packaging, and marketing of this specialised and unique product that has become very popular. We grow the highest quality basil and package it into a value added consumer product.

At first, we had local farmers grow our basil. Later, our family leased land in order to produce a higher quality organic product. As business expanded we could no longer rely on the uncertainty of leased land. We therefore purchased a parcel of ALR land on Benvoulin Road. This parcel of land has a long farming history originating with the Casorso family. There have been two residences on the farm from the late twenties; at the time of our purchase one was still occupied but the land was non-productive and not farmed since the seventies.

Immediately following our purchase, we began efforts to revitalise the land. We installed a deer fence, planted over 2,000 shelter belt trees around the property with an irrigation system, constructed two farm buildings, brought in three phase electrical power, dug two water wells, and installed underground irrigation for 2 acres of basil.

#### Farm/Business Development and Expansion

In recent years, we have expanded many aspects of our business and have seen significant growth as a result. Many of these developments are outlined below.

- We have engaged marketing brokers to promote our products from Victoria to Winnipeg. (Refer to bottom of attached promo sheets), resulting in greatly increased demand and distribution. This has propelled our land use for growing from half an acre to two acres of intense production.
- For many years we produced only Chopped Frozen Basil for the wholesale industry, and due to market demand, we created and packaged a ready to use Basil Pesto for specialty shops and Natural Health Food Stores. (See attached label #2)
- We launched two new unique products and have received orders to produce larger quantities.
  - 1. Italian Style Chopped Green Garlic for the restaurant and hotel industry (See attached label #3)
  - 2. Focaccia Topping for major bakeries such as Save-On Foods (See attached label #4)
- We are presently working with Cactus Club to produce a proprietary Basil Pesto to their specifications.

- There is a strong demand for packaged fresh basil. Our outdoor growing season is short, and we have only been able to provide fresh basil for a limited time. (See attached label #5)

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- In order to increase the growing and harvesting time, we will need to construct and operate greenhouses to grow our fresh basil. These will be placed on non-arable portion on the property. This will require full-time help from family members to maintain the green houses and to grow, pick, package, and deliver the basil as quickly as possible. This will also require the construction and operation of cooling/chilling units to prevent spoilage.
- In the coming year, we intend to open a Farm Gate Outlet in line with BC Agri Tourism to promote and sell our existing products as well as organising a Basil Pesto Festival to promote and celebrate the farming history of the area and displaying/opening the two decommissioned residences (historical).

Because of the above developments and new products, we have to put more land into active cultivation which will significantly increase the workload of the family. Our family has always worked together, and we will continue to follow this tradition.

The growing of basil organically outdoors is extremely labour intensive. From manual seeding, hand weeding, picking, cleaning, and packaging. It is at least equivalent to if not more labour intensive than the growing of produce in greenhouses, and requires immediate family to live on-site to constantly manage, monitor, and oversee the operations.

We have carried out extensive soil tests on the land and determined that the Northwest corner is low lying and extremely alkaline compared to the rest of our property. The cost involved to bring this area into arable land would be extensive and non-recoverable. We built on this non-productive portion of land in exchange for decommissioning one of the existing residences. Our intent being to support ALR policy to utilise non-arable land for building footprints in favour of preserving arable land for agricultural purposes. This meant that electrical and other service costs were considerably higher due to the greater distance from Benvoulin Road.

At a time when family farms are disappearing, our family decided to purchase 16 acres with the intent of farming full-time and making it a successful business. I am now 65 years of age and require full-time help from family members to manage and take over the farm/business. They are fully committed to continue the family-run farm/business. This can be best accomplished by having them live on the farm in their own permanent residence.

In view of the above, an additional family unit will be needed to manage, monitor, maintain, and service this expansion. We are requesting to decommission the second dwelling, which is of historical value for the community, in exchange for the construction of a second immediate family dwelling in the non-arable area. This will have minimal impact on the agricultural footprint due to the poor soil quality.

Thank you for considering our request for additional permanent dwelling for Family Farm Help.

Sincerely,

Vince C Ruratolo

Vince C. Curatolo







# **Organic Fresh Frozen Basil~Gourmet Select**

We call it **Gourmet Select** because that's what it is - the finest basil leaves handpicked at the peak of freshness, triple washed, finely chopped, and quickly frozen to preserve the full flavour of summer.

Ready to use as the perfect Pesto base or in any recipe that calls for fresh basil.

Organically grown in the Sunny Okanagan Valley from the finest Italian basil seed.





Sysco Code	Product Description	Pack Size	
2890945	Fresh Frozen Basil~Gourmet Select	8 x 420 g / 15 oz.	
0207225	Fresh Frozen Basil~Gourmet Select	1 x 4 kg / 8.8 lbs.	

BINNER MARKETING & SALES INC.

Cher Zotek, Key Account Manager Phone:(604) 314 - 3919 Fax:1-877-826-5622 Email: CherZ@BinnerMarketing.com Available at **Sysco**®

Making Pesto with Basil~Gourmet Select from Pure Basil Ent.

420 g Basil~Gourmet Select 10-12 cloves of garlic Tabasco or chillies

1/4 cup pine nuts, cashews, or almonds Salt and pepper to taste 2 Tbsp. lemon juice

100 g of good quality Parmesan or Romano cheese

Partially thaw Basil~Gourmet Select and combine with the other ingredients. This pesto will keep in the fridge for a week or more. It may also be frozen for longer storage.

## Basil / Pesto Possibilities:

Pasta - Just add to pasta and toss, or combine with Alfredo sauce for a creamy taste.

Pesto Dip - Mix 50/50 pesto with sour cream, yogurt, or mayonnaise.

Pasta Salad - Toss cold pasta with pesto dip.

Sandwiches - Use pesto as a tasty spread.

Pizza - Use pesto on pizza instead of tomato sauce.

Fish - Add basil or pesto to all fish dishes.

Bread - Spread pesto on focaccia or bruschetta.

## The value and benefits of using Basil~Gourmet Select instead of fresh basil include:

- Ready to use, full flavoured, no waste, and longer storage life.
- The flavour is fresher and more intense than fresh basil because it is organia)
- b) cally grown outdoors in perfect summer conditions. In blind taste tests by top chefs and their staff, 9 out of 10 preferred
- c) Basil~Gourmet Select over fresh basil.
- It is better priced and more convenient to use than fresh basil. d)



**INGREDIENTS:** Organic fresh basil, canola oil, ascorbic acid STORAGE: Fridge 14 days, Freezer 6 months



BINNER MARKETING & SALES INC.

Cher Zotek, Key Account Manager Phone:(604) 314 - 3919 Fax:1-877-826-5622 Email: CherZ@BinnerMarketing.com

Available at **Sysco**®

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nola oil, ascorbie ucid. INGREDIENTS: Organic fresh basil, canola oil, ascorbic acid. TO MAKE PESTO: Thaw, atd garlic, Parmesan cheese,



STORAGE: Fridge 14 days. Freezer 6 months.

This Basil may be used in any recipe that call@for fresh basil.

WARNING: This product may be addictive to those with taste buds, but don't worry, we'll make more!

Pure Basil Enterprises 4623 Fordham Road, Kelowna, B.C. Canada 250-764-8889



STORAGE: Fridge 14 days. Freezer 6 months

This Basil may be used in any recipe that calls for fresh basil.

WARNING: This product may be addictive to those with taste buds, but don't worry, we'll make more!

Pure Basil Enterprises 4623 Fordham Road, Kelowna, B.C. Canada 250-764-8889

INGREDIENTS: Organic fresh basil, canola oil, fresh garlic, salt, pepper, spices, ascorbic acid. No nuts or dairy. WARNING: This product may be addictive to those with taste buds, but don't worry, we'll make more!



STORAGE: Fridge 14 days. Freezer 6 months. Can also be used direct from freezer.

Pure Basil Enterprises 4623 Fordham Road, Kelowna, B.C. Canada 250-764-8889



ITALIAN STYLE GREEN GARLIC (GROUND) READY TO USE

HAVE YOU TRIED OUR PURE BASIL YET?

Ingredients: Garlic Canola Oil

Produced by: Pure Basil Enterprises B.C. Canada. Tel: (604) 764 - 8889

Pesticide Free Keep Frozen 4.5kg.

## Recipe:

20 kg. K&R Soundough Mix 11 litres water at 17C 900g (2 lb) yeast

#### Method:

mix 1 min, slow, 6.5 min, high, scale to 10 oz, round & rest 10 min, sheet twice, reversing on 2nd pass, sheet to 8\* x 12\*, 1/4' thick. Place 3 per pan - dock heavily. Proof to 3/4\* - 1\* thick. Rest 10 min, Bake at 375 for 18 min or until golden brown - cool. Brush on liberal coat of Focaccia Topping & bag.

Store in cooler to preserve freshness & prevent discoloration. ITALIAN STYLE FOCACCIA BREAD TOPPING



Made from organically grown basil. Grown in the sunny Okanagan Valley. Ingredients: Fresh Basil, Caneta Oil Garlic, Parmesan Cheese Spices, Salt

> 4.5 Kg KEEP FROZEN

Storage: Cooler - 14 days Freezer - 6 months

Pure Basil Enterprises, Kelowna B.C. Canada, V1Y 1P1 Tel: (604) 764 8889 30



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This policy provides advice to assist in the interpretation of the Agricultural Land Commission Act, 2002 and Regulation. In case of ambiguity or inconsistency, the Act and Regulation will govern.

## **REFERENCE:**

Agricultural Land Reserve Use, Subdivision and Procedure Regulation (BC Reg. 171/2002), the "Regulation", Section 3 (1) (b)

Section 3 (1) "the following land uses are permitted in an agricultural land reserve unless otherwise prohibited by a local government bylaw:

- (b) for each parcel,
  - (i) one secondary suite within a single family dwelling, and
  - (ii) one manufactured home, up to 9 m in width, for use by a member of the owner's immediate family;

Section 1 (1) "immediate family" means, with respect to an owner, the owner's

- (a) parents, grandparents and great grandparents,
- (b) spouse, parents of spouse and stepparents of spouse,
- (c) brothers and sisters, and
- (d) children or stepchildren, grandchildren and great grandchildren;

#### **INTERPRETATION:**

The Regulation permits a secondary suite for residential purposes, wholly contained within a single family dwelling, on a parcel in the ALR. The secondary suite use is not limited as to who occupies the suite. The Regulation also provides for one manufactured home, in addition to a dwelling, on a parcel in the ALR, but only for use by the property owner's immediate family. The maximum width of manufactured or mobile home allowed is 9 metres, which provides for what is commonly known as a 'double-wide'. The Commission may make an exception to the width requirement in the Peace and Northern Rockies Regional Districts to provide for a 'double wide' up to the industry standard width (10 metres).

The Regulation defines "immediate family" as noted above. If the manufactured home is no longer occupied by immediate family of the property owner, it is no longer a permitted use in the ALR and must be removed from the parcel or, if it remains, not used for residential purposes.

It should be noted that Section 18 (a) (ii) of the *Agricultural Land Commission Act* provides for one residence per parcel of land, and more than one residence where "the additional residences are necessary for farm use." See Commission Policy "Additional Residences for Farm Use".

Related uses that are not permitted in the Act or Regulation for residential use require application to and approval from the Commission.

Where a zoning bylaw is in place, this use must be specifically permitted by the bylaw.

#### TERMS:

**Secondary suite** — means an area set aside for residential use, within the footprint of a single family dwelling, and secondary or ancillary to the residential use of that single family dwelling.

**Manufactured home** — means a transportable prefabricated structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another and to be used for residential use by a single family. The structure normally conforms to the CSA Z240 series standards of the Canadian Standards Association for manufactured homes.

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Policy #9 March 2003

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## ADDITIONAL RESIDENCES FOR FARM USE

This policy provides advice to assist in the interpretation of the Agricultural Land Commission Act, 2002 and Regulation. In case of ambiguity or inconsistency, the Act and Regulation will govern.

## **REFERENCE:**

Agricultural Land Commission Act, 2002, Section 18

- **18** Unless permitted by this Act, the regulations or the terms imposed in an order of the commission,
  - (a) a local government, or an authority, a board or another agency established by it or a person or an agency that enters into an agreement under the Local Services Act may not
    - (ii) approve more than one residence on a parcel of land unless the additional residences are necessary for farm use

## INTERPRETATION:

The Act and Agricultural Land Reserve Use, Subdivision and Procedure Regulation do not set a limit on the number of additional residences for farm help per parcel, but all residences must be necessary for farm use. However, see Section 3 (1) (b) of the Regulation which permits a 'manufactured home' for family members of the owner. This Section also permits a secondary suite within a residence. See Commission Policy "Permitted Uses in the ALR: Residential Uses".

Local government must be convinced that there is a legitimate need for an additional residence for farm help. One criteria is that the parcel should have 'farm' classification under the *Assessment Act*. In coming to a determination, a local government should consider the size and type of farm operation and other relevant factors. To help determine the need and evaluate the size and type of farm operation, a permitting officer may wish to obtain advice and direction from staff of:

- a) the Ministry of Agriculture, Food and Fisheries
- b) the Agricultural Land Commission.

Local government bylaws should not necessarily be the basis for making a determination about the necessity for farm help. Some bylaws may automatically permit a second residence on a specified size of parcel in the ALR. This is not an appropriate determination under the Act and should not be used as the basis for issuing a building permit for an additional residence for farm help. Some local governments have adopted detailed guidelines as a basis for determining legitimacy of a request for additional residences for farm help, in which a threshold for different types of agricultural operations is specified. In these instances, it may be appropriate to consider these as factors in interpreting Section 18 of the Act.

If there is any doubt with respect to need, an application under Section 20 (3) of the Act for permission for a non-farm use is required.



Modular Home Example – 1,350 ft<sup>2</sup> (25' x 54') – Chaparral Homes

# **REPORT TO COUNCIL**



Date: September 30		), 2013		Kelowr		
RIM No.	1250-30					
То:	City Manager					
From:	Urban Plannir	ng Department, Comm	unity Planning	g and Real Estate (BD)		
Application:	Z13-0032		Owner:	Gary Martin Lupul		
Address:	325 Hartman	Road	Applicant:	Gary Lupul		
Subject:	2013-10-21 R	eport Z13-0032 325 Ha	rtman Rd			
Existing OCP Designation:		Single/Two Unit Residential				
Existing Zone:		RU1- Large Lot Housing				
Proposed Zone:		RU6- Two Dwelling Housing				

## 1.0 Recommendation

THAT Rezoning Application No. Z13-0032 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 26, Township 26, Osoyoos Division Yale District, Plan 20566, located on 325 Hartman Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6- Two Dwelling Housing zone be considered by Council;

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch and the Black Mountain Irrigation District being completed to their satisfaction.

## 2.0 Purpose

To rezone the subject property from the RU1 - Large Lot Housing Zone to the RU6 - Two Dwelling Zone to allow the construction of a second single family dwelling.

## 3.0 Urban Planning

The applicant is seeking to rezone the subject property to allow a second dwelling to be relocated to the site. There are many examples of RU6 - Two Dwelling housing in the immediate area, and the subject property is large enough to accommodate the additional infill housing. The property is located on a corner which is ideal because it allows each dwelling a separate frontage, one fronting Hartman Rd and one on Solly Ct. The proposed added dwelling fronting Solly Court has a consistent setback with the remainder of the block.
The subject property is located within the Permanent Growth Boundary. Policies within the Official Community Plan support the sensitive integration into existing neighbourhoods, where services are already in place and densification can easily be accommodated. The subject property is in close proximity to parks, schools, transit and recreational opportunities.

Should the land use be supported by Council, a Development Permit executed at a staff level will be required for the building placement.

#### 4.0 Proposal

#### 4.1 Project Description

The applicant seeks to rezone the site to allow two single family dwellings on the subject property. The proposal seeks to demolish two existing out-buildings fronting Solly Court and relocate a house from Knowles Road onto the property. The relocated dwelling will be placed on a new basement level which incorporates a double garage and living space. Construction of a new two car garage supplying parking for the existing dwelling is planned. The site will be serviced with a single driveway located on the south side of the property.

The area is characterized by a mixture of housing styles including typical 1970 bi-level homes and older one storey dwellings on Solly Court, and comparatively larger stucco clad buildings constructed in the late 1990's on the Hartman Road. The addition of a second dwelling meets the established street rhythm on both street frontages. The relocated building is proposed at 1.5 storeys in height and has a similar foot print to the homes across the street. Improvements to the existing dwelling include adding decks to the front and rear elevations. The mature trees and shrubs are anticipated to be retained.

As required by Policy 367 - "Public Notification & Consultation" the applicant contacted all neighbours within a 50m radius. A total of 10 properties out of the 13 required provided no concern with the development. The neighbour directly adjacent to the project expressed some concern as the driveway is located parallel to his property.

#### 4.2 Site Context

The subject property is located on the south side of Hartman Road on the corner of Solly Court in Rutland. Recreational amenities, schools, shopping and transit are all in close proximity to the site. The subject property is designated as Single/Two Unit Residential in the Official Community Plan.

Orientation	Zoning	Land Use
North	RU6 - Two Dwelling Housing RU1- Large Lot Housing	Single Family Dwelling
East	P5LP - Municipal District Park	YMCA / Kelowna Gymnastics Centre
South	RU1- Large Lot Housing	Single Family Dwelling
West	RU1- Large Lot Housing	Single Family Dwelling

Specifically, adjacent land uses are as follows:



4.3 Subject Property Map: 325 Hartman Road

## 4.4 Zoning Analysis Table

The proposed application meets the requirements of RU6 - Two Dwelling Housing zone as follows:

Zoning Analysis Table			
CRITERIA	PROPOSAL	RU6 ZONE REQUIREMENTS (for two principal dwellings)	
	Subdivision Regulations		
Lot Area	1,018 m <sup>2</sup>	700 m <sup>2</sup> or 800 m <sup>2</sup> for a corner lot	
Lot Width	18.3 - 24.38 m	18.0 m	
Lot Depth	35.97 - 42.1 m	30.0 m	
Development Regulations			
Site Coverage (buildings)	24 %	40%	
Site Coverage (buildings/parking)	45.17 %	50%	
Relocated Dwelling (Front)			
Height	1.5 storeys/ 5.28 m	2 1/2 storeys / 9.5 m	
Front Yard	4.5 m	4.5 m	
Side Yard (n)	4.5 m	4.5 m from a flanking street unless there is a garage accessed from the flanking street, it is 6.0m	
Side Yard (s)	5.35 m	2.3 m (2 - 2 ½ storey)	

Separation (Distance between Houses)	4.95 m	4.5m	
	Existing Dwelling (Rear)		
Height	1 storey / 4.75 m	2 ½ storeys / 9.5 m	
Side Yard (n)	8.26 m	4.5 m from a flanking street unless there is a garage accessed from the flanking street, it is 6.0m	
Side Yard (s)	5.5 m	2.3 m (2 - 2 ½ storey)	
Rear yard	6.7 m	7.5m for a 2 storey portion and 6.0m for 1 - 1.5 storey building	
Other Requirements			
Parking Stalls (#)	2 spaces in proposed garage for existing dwelling 2 in the garage for the proposed dwelling Total: 4	2 spaces for each principal Total 4	
Private Open Space	meets requirements	30 m <sup>2</sup> of private open space per dwelling	

#### 5.0 Current Development Policies

#### 5.1 Kelowna Official Community Plan (OCP)

#### **Development Process**

<u>Policy 5.2.3</u> <u>Complete Suburbs</u>.<sup>1</sup> Support a mix of uses within Kelowna's suburbs (see Map 5.1 - Urban Core Area), in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City (consistent with Map 4.1 - Future Land Use Map), at appropriate locations, include: commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context.

<u>Policy 5.3.2 Compact Urban Form.<sup>2</sup></u> 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.

<u>Policy 5.22.6 Sensitive Infill</u><sup>3</sup> Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighborhood with respect to building design, height and siting.

<sup>&</sup>lt;sup>1</sup> Official Community Plan Objective 5.2 Community Sustainability

<sup>&</sup>lt;sup>2</sup> Official Community Plan Objective 5.3 Focus development to designated growth areas.

<sup>&</sup>lt;sup>3</sup> & <sup>4</sup> Official Community Plan Objective 5.22 Residential Land Use Policies.

<u>Policy 5.22.7 Healthy Communities</u><sup>4</sup> Through current zoning regulations and development processes, foster healthy, inclusive communities and a diverse mix of housing forms, consistent with the appearance of the surrounding neighbourhood.

#### 6.0 Technical Comments

6.1 Development Services Department

1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.

2) Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).

3) Engineering required for foundations of house that is going to be moved on.

4) Full Plan check for Building Code related issues will be done at time of Building Permit applications.

- 6.2 Development Engineering Department See Attached.
- 6.3 Fortis Electrical

There are primary distribution facilities within Hartman Road and Solly Court. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.

#### 7.0 Application Chronology

Date of Application Received: August 8, 2013

Public Notification and Consultation received: September 9, 2013

#### Report prepared by:

Birte Decloux, Urban Planner

**Reviewed by:** 

Approved for Inclusion:

Danielle Noble-Brandt, Urban Planning Manager

Doug Gilchrist, Divisional Director, Community Planning and Real Estate

#### Attachments:

- Site/Landscape Plan
- Proposed Front Dwelling
  - Conceptual Elevations
- Existing Dwelling
  - o Conceptual Elevations
- Site/Dwelling Photos
- Technical Comments

Map Output



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



















Subject property - 325 Hartman Rd



House to be moved from 4nn Knowles Rel to 325 Hartman Rd.

# **CITY OF KELOWNA**

## MEMORANDUM

Date:	September 3, 2013
File No.:	Z13-0032
То:	Planning & Development Services Department (BD)
From:	Development Engineer Manager (SM)
Subject:	325 Hartman Road – Lot 1, Plan 20566, Sec. 26, Twp. 26, ODYD

Development Engineering comments and requirements regarding this application to rezone from RU1 to RU6 are as follows:

1. <u>Subdivision</u>

Provide easements as may be required

2. <u>Geotechnical Study.</u>

We recommend that a comprehensive geotechnical study be undertaken over the proposed building site. The geotechnical study should be undertaken by a Professional Engineer or a Geoscientist competent in this field. This study should analyse the soil characteristics and suitability for development of the requested zone. As well, the study should address drainage patterns including the identification of ground water and the presence of any springs and the suitability of the lands for disposal of site generated storm drainage. In addition this study must describe soil sulphate contents, the presence or absence of swelling clays.

3. Domestic water and fire protection.

This development is within the service area of the Black Mountain Irrigation District (BMID). A second service is required in order to meet current policies. The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs are to be paid directly to the BMID. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements. A second service is required to meet current policy for RU6 Duplex properties.

- 4. Sanitary Sewer.
  - a) The property is located within Specified Area # 20 and in accordance with the City of Kelowna current policy, the specified charges for the proposed RU6 development will have to be cash commuted. There are no credits for the existing RU1 property since it was not previously cash commuted. The current cash commuting rate is \$3,530.47 per Single Family Equivalent (SFE); the payout amount for RU6 is 2.0 SFE in the amount of **\$7,060.94** (valid until March 31, 2014).
  - b) The existing 100 mm. service is adequate and meets current regulations for the requested zone.

Z13-0032

#### 5. Drainage.

- a) The property does not have a storm water service to the property line. Should the owner require a storm service then it must be installed at the owner's cost. The owner will be required to sign a Third Party Work Order for the cost of the service installation. For estimate inquiry, please contact Bernard Burgat by email <u>bburgat@kelowna.ca</u> or by phone at 250 469-8590.
- b) The minimum basement elevation should be no less than 600 mm. above the existing pipe Hydraulic Grade Line.

#### 6. Road improvements.

- a) Hartman Road must be upgraded to a full urban standard including curb and gutter in the front of the existing sidewalk, storm drainage, fillet pavement, street lights, and adjustment and/or re-location of existing utility appurtenances if required to accommodate this construction. The cost of this frontage upgrade is estimated at \$10,700.00 and is inclusive of a bonding escalation.
- b) Solly Court must be upgraded to a full urban standard including curb and gutter, sidewalk, storm drainage system, fillet pavement, street lights, adjustment and/or relocation of existing utility appurtenances (if required) to accommodate this construction. The cost is estimated at \$9,200.00 and is inclusive of a bonding escalation.
- 7. Power and Telecommunication Services.

It is recommended that all the services to the subject property be installed underground. The services to the existing dwelling may remain overhead as long as there is no trespass on any portion of potentially created strata lots. The service to the new dwelling must be installed underground. It is the developer's responsibility to make a servicing application with the respective utility companies. The utility companies are then required to obtain the city's approval before commencing their works within the public right of way

8. Engineering.

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.

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

.../3

Z13-0032

#### September 3, 2013

- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.
- 10. <u>Servicing Agreements for Works and Services</u>
  - a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
  - b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.
- 11. Bonding and Levies Summary.
  - a) Performance Bonding

Hartman Road frontage upgrade

\$10,700.00

Solly Court frontage upgrade

\$9,200.00

Note that the applicant is not required to do the construction. The construction can be deferred and the City will initiate the work later at its own construction schedule, the cost would be reduced to **\$17,300.00**. (\$9,300.00 and \$8,000 respectively) and the 3% Engineering & Admin. fee would be waived.

b) levies

Specified Area charges		4
	APR / UN	Ų
Steve Muenz, P.Eng. V Development Engineering Mana	ager	1
B <sup>2</sup>	/	Ń

<u>\$7,060.94</u> (valid until March 31, 2014)



BMID File No. 2013-01



Office: (250) 765-5169 Fax: (250) 765-0277 www.bmid.ca

October 3, 2013

City of Kelowna Urban Planning Dept. Community Planning & Real Estate 1435 Water St Kelowna, BC V1Y 1J4

Attention: Birte Decloux

Dear Birte:

RE: Water Service Requirements Second Dwelling on Lot 1, Plan 20566 325 Hartman Road

This letter sets out our requirements for water supply related to the proposed addition of a second residence on Lot 1, Plan 20566, which has a civic address of 325 Hartman Road.

#### 1.0 PROPOSED DEVELOPMENT:

The existing water supply to the subject property is through a single19mm domestic service in the location as illustrated in Figure 1-1.

Figure 1-1 Present Water Services



Lot 67, Plan 22239 445 Pearson Rd – 2<sup>nd</sup> Dwelling March 30, 2011

## 2.0 SERVICE REQUIREMENTS

The connection fee is **\$300.00** for a standard 19mm single family residential unit as prescribed in Bylaw No. 667. Corix Utilities is outsourced for the installation of domestic water meters within BMID. The standard cost associated with a new domestic meter is \$383.55; with BMID requiring meters for both houses this totals **\$767.10** (2 @ \$383.55).

For construction of a second dwelling on the property, each residence must have a separate water service. In this case, a new service is required to service the second dwelling. Fortunately the watermain is located on the near side of the road and a road crossing is not necessary. The owner should budget for approximately \$2,500 to \$3,000 for the new service install, and the work is to be done by BMID. A work order will be issued when the owner or agent comes in to our office. Costs for the new service install will be invoiced after the work has been completed and will be based on actual costs for labour, materials and equipment. Please note that the owner is responsible to install the water service line from the property line to the building.

#### 3.0 CAPITAL CHARGES

In accordance with BMID Bylaw No. 678, a capital charge of **\$3,600** applies when a single family dwelling is added to a property on which a residence already exists. This money is to fund water source development and larger supply transmission mains as identified in the BMID Capital Plan. Capital charges are payable prior to construction of the second residence.

The authorized signatory (owner) must come in to our office to complete a *BMID Application for Building* form and pay the required fees. A *BMID Work Order*, authorizing the installation of the new service will also be required at that time. Once we have this information and payment is received, a *Water Certificate* can be issued for submission to the City of Kelowna.

Please review this information and call us if you have questions. Additional information on the development process can be found at our website at <u>www.bmid.ca</u>.

Yours truly, Black Mountain Irrigation District

+ Hul

Robert Hrasko, P.Eng. Administrator

cc: Gary M. Lupul, 4377 Kensington Dr., Kelowna, BC V1W 2L8

# **CITY OF KELOWNA**

# BYLAW NO. 10891 Z13-0032 - Gary Martin Lupul 325 Hartman Road

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

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

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1, Section 26, Township 26, ODYD, Plan 20566 located on 325 Hartman Road, Kelowna, B.C., from the RU1 Large Lot Housing zone to the RU6 Two Dwelling Housing zone.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

# **REPORT TO COUNCIL**



Date:	October 3, 20	013		Kelowr
RIM No.	1250-30			
То:	City Manager			
From:	Subdivision,	Agriculture & Environn	nent Services	
Application:	Z13-0035		Owner:	Adrian Hazzi Mandi Moore
Address:	341 Clifton R	oad	Applicant:	CTQ Consultants Ltd. (Kevin Johnson)
Subject:	2013-10-21 R	eport Z13-0035 341 Cl	ifton Rd	
Existing OCP D	esignation:	Single/Two Unit Res	idential	
Existing Zone:		A1 - Agriculture		
Proposed Zone	2:	RU1 - Large Lot Hous RU2 - Medium Lot Ho	•	

### 1.0 Recommendation

THAT Rezoning Application No. Z13-0035 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 5 Section 31 Township 26 Osoyoos Division Yale District Plan 10686, located at 341 Clifton Road, Kelowna, BC, from the A1 zone to the RU1 - Large Lot Housing and RU2 - Large Lot Housing as shown on Map "A" attached to the Report of the Subdivision, Agriculture & Environment Services Branch dated October 3, 2013, be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered following the staff issuance of a Natural Environment Development Permit for the subject property.

#### 2.0 Purpose

The application proposes a rezoning of the subject property from A1 - Agriculture 1 to RU1 - Large Lot Housing and RU2 - Medium Lot Housing. The rezoning is required to facilitate the subdivision of the existing 1.0 hectare property into 13 medium and large urban residential lots.

#### 3.0 Subdivision, Agriculture and Environment Services Comments

City staff are supportive of the proposal which is consistent with the land use and densities that were identified for this parcel via the Official Community Plan (OCP). Both the RU1 - Large Lot Housing and RU2 - Medium Lot Housing zones are consistent with the Single/Two Unit Residential (S2RES) land use designation.

The proposed 13 lots of single detached housing are seen to be an appropriate development on an existing non-conforming<sup>1</sup> agricultural parcel. The proposed development is also consistent with policies which encourage "sensitive infill" and a greater "housing mix" (see Section 5 below) the latter of which is achieved with large and medium lot sizes.

The development site is in close proximity to recreation options and exceptional natural environment options, but scores poorly in terms of walkability to commercial services and employment. The development site is well connected with the urban core and urban services with an arterial road (i.e. Clifton Road) at the current frontage. The development is not however serviced by transit at this time.

In terms of the future road network within the development, the applicant group has proposed a "Green" street as an alternative to current City standards. The City's Subdivision Development & Servicing Bylaw requires a 15.0 metre right of way<sup>2</sup>. The standard provides for an asphalt carriage way for vehicles and bicycles and parking on both sides of the street.

The proponents are proposing a 15.0 metre road right of way, though the programming within the right of way is not consistent with current technical requirements as proposed. The alternate road design provides a number of potential benefits with storm water management among the greatest. The proposed green street would reduce the amount of asphalt required for parking using this area to store and treat rainwater. The proposed green street also provides a slight meander of the road which can provide visual interest (in conjunction with landscaping) and can serve as a traffic calming element.

The proposed green street design is consistent with principles of Low Impact Development  $(LID)^3$ , which is a form of development that seeks to work with nature to manage stormwater as close to its source as possible.

City staff are committed to working with the applicant group to determine the appropriateness of this form of alternative development within a public road right of way. Given the relatively short length of this road, the development may serve as a useful pilot project for Kelowna. The feasibility of this road cross-section is a technical requirement which will be dealt with through the future subdivision.

<sup>&</sup>lt;sup>1</sup> The minimum parcel size for A1 zoned parcels which are not located in the ALR is 4.0 hectares.

<sup>&</sup>lt;sup>2</sup> The new road is expected to meet the "Local - Class 2" roadway standard.

<sup>&</sup>lt;sup>3</sup> The US Environmental Protection Agency notes that "LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed. Applied on a broad scale, LID can maintain or restore a watershed's hydrologic and ecological functions". Retrieved September 23, 2013 from the World Wide Web: <u>http://water.epa.gov/polwaste/green/</u>

Finally, a Natural Environment Development Permit will be required prior to final adoption of the zone amending bylaw. Staff will work with the applicant group to ensure that natural environment features such as Blair Pond and the steeper hillside areas are adequately protected and the new properties also protected from future issues. A "Form & Character Development Permit" is <u>not</u> a requirement of this application which proposes low density detached dwellings.

## 4.0 Proposal

#### 4.1 Background/Project Description

The purpose of this application is to rezone the subject property from A1 - Agriculture 1 to RU1 - Large Lot Housing and RU2 - Medium Lot Housing to allow the site to be subdivided into 13 lots for single detached housing.

With the subject property abutting a City of Kelowna Park (Blair Pond Park), the proposed development will have six of its thirteen lots backing onto the park. The private and public spaces will be delineated using a 1.2 metre high chain link fence which will be established along the northern edge of the subject property.

Residents of the new development will have direct access to Blair Pond Park via a dedicated pathway located near the midpoint of the development.

The subject property at 1.0 hectare will require just one road to service this new development with all lot fronts off of this new road. The road will have a cul-de-sac ending allowing turning movements for residents, visitors and service vehicles.

As discussed above, the applicants are proposing an alternative street design (e.g. "Green" street) within the public road right of way.

#### 4.2 Site Context

This 1.00 hectare site is located on the west side of Clifton Road in the Glenmore-Clifton-Dilworth Sector. The subject property has an OCP future land use designation of Single/Two Unit Residential.

The subject property is mostly flat, with the exception of the eastern portion which has a relatively steep slope. An existing dwelling is located in the eastern portion which the applicant/owners are hoping to retain on one of the largest of the proposed lots.

The property borders Blair Pond Park, a "Community Park" designed to serve 12,000 people within a radius of approximately 3 kilometres, on the northern edge. The eastern property line abuts a large City of Kelowna holding which is alternately referred to as Knox Mountain Park East, or the Grainger Road properties.

Orientation	Zoning	Land Use
North	P3 - Parks & Open Space	Blair Pond Neighbourhood Park
East	A1 - Agriculture	Open Space and Water Distribution
South	A1c - Agriculture 1 with Carriage House	Rural Residential
West	A1 - Agriculture	Rural Residential

Specifically, adjacent land uses are as follows:



#### Subject Property Map: 341 Clifton Road

## 4.3 Subdivision/Zoning Analysis

The proposed development compares to RU1 and RU2 zone requirements as follows:

Subdivision & Zoning Analysis Table			
CRITERIA	RU1 ZONE REQUIREMENTS	PROPOSAL	
	Subdivision Regulations		
Lot Area	550 m <sup>2</sup>	Min 738 m <sup>2</sup>	
Lot Width	16.5 m	6.0 m 🕚	
Lot Depth	30 m	> 30.0 m	
CRITERIA	RU2 ZONE REQUIREMENTS	PROPOSAL	
Subdivision Regulations			
Lot Area	400 m <sup>2</sup>	Min 470 m <sup>2</sup>	
Lot Width	13 m - Corner lot = 15 m	>13.0 m	
Lot Depth	30 m	22.91 m 😢	
• Indicates a variance to lot width will be necessary for one lot.			
2 Indicates a variance to lot depth will be necessary for two lots.			

#### 5.0 Current Development Policies

#### 5.1 Kelowna Official Community Plan (OCP)

#### Future Land Use

**Single/Two Unit Residential (S2RES)**<sup>4</sup>**:** Single detached homes for occupancy by one family, single detached homes with a secondary suite or carriage house, semi-detached buildings used for two dwelling units, modular homes, bareland strata, and those complementary uses (i.e. minor care centres, minor public services/utilities, convenience facility and neighbourhood parks), which are integral components of urban neighbourhoods. Suitability of non-residential developments within the neighbourhood environment will be determined on a site-specific basis.

<sup>&</sup>lt;sup>4</sup> City of Kelowna Official Community Plan - Future Land Use Chapter.

Nonresidential developments causing increases in traffic, parking demands or noise in excess of what would typically be experienced in a low density neighbourhood would not be considered suitable.

#### **Development Process**

**Compact Urban Form.**<sup>5</sup> 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.<sup>6</sup> Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighborhood with respect to building design, height and siting.

Housing Mix.<sup>7</sup> Support a greater mix of housing unit size, form and tenure in new multi-unit residential and mixed use developments.

#### 5.2 Council Policy 196 - Panhandle Lot Policy

#### A. Urban Lots

#### Residential Subdivisions

Panhandle lots may be considered by the Approving Officer under the following conditions:

1. Where topographical or other severe physical constraints prevent conventional subdivision and the panhandle lot appears the best solution to possible further subdivision of lands in order to provide physical access.

#### 6.0 Technical Comments

6.1 Building & Permitting Department

None.

- 6.2 Infrastructure Planning (Parks & Public Spaces)
- 1. The City is not interested in acquiring the steep hillside in the southeast of the property as park. A "No Disturb" covenant should be registered on this area however.
- 2. The proposed trail connection to Blair Pond Park should be located between lots 4 and 5 in order to avoid disturbance to existing mature trees and to extend to an existing gravel path in Blair Pond Park.
- 3. Black vinyl coated chain link fencing to City standards that is 1.2 m high should be installed 6" inside the north (Blair Pond Park) and east (Grainger Road natural area park) subdivision property lines.

### 7.0 Application Chronology

Date of Application Received: August 26, 2013

<sup>&</sup>lt;sup>5</sup> City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

<sup>&</sup>lt;sup>6</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

<sup>&</sup>lt;sup>7</sup> City of Kelowna Official Community Plan, Policy 5.22.11 (Development Process Chapter).

# Report prepared by:

Greg Sauer - Land Use	e Planner, Subdivision, Agriculture and Environment Services
Reviewed by:	Todd Cashin - Manager, Subdivision, Agriculture and Environment Services
Approved for Inclusi	on: Shelley Gambacort - Director, Subdivision, Agriculture and Environment Services
Attachments:	
Subject Property Map Site Photos (3 pages) Zoning Plan Preliminary Lot Layou	
Map "A" - Zoning Ame Proposed Green Street Green Street Example	endment et Concept



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

# SITE PHOTOS

## **BLAIR POND PARK**



**CLIFTON ROAD FRONTAGE - SOUTH** 



## VIEW FROM CLIFTON ROAD - EAST



VIEW FROM CLIFTON ROAD - NORTHEAST



NORTH PROPERTY LINE



NORTH PROPERTY LINE










# CROWN STREET VANCOUVER





# **CITY OF KELOWNA**

# BYLAW NO. 10892 Z13-0035 - Adrian Hazzi & Mandi Moore 341 Clifton Road

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

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

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of Lot 5, Section 31, Township 26, ODYD, Plan 10686 located on 341 Clifton Road, Kelowna, B.C., from the A1 Agriculture zone to the RU1 Large Lot Housing zone and the RU2 Medium Lot Housing zone as per Map "A" as 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

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

**City Clerk** 



# **REPORT TO COUNCIL**



Date:	October 9, 20	13		Kelow
RIM No.	1250-30			
То:	City Manager			
From:	Urban Planning, Community Planning and Real Estate (AW)			
Application:	Z12-0063		Owner:	Kamalpreet Kaur Gill Gurdev Singh Gill
Address:	835 Solly Ct.		Applicant:	Gurdev Gill (Dave)
Subject:	Rezoning App	lication, Extension Red	quest	
Existing Zone:		RU1 - Large Lot Hous	ing	
Proposed Zone:	:	RU2- Medium Lot Hou	using	

# 1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10779, for Lot 3, Section 26, Township 26, Osoyoos Division Yale District Plan 20566 located on 835 Solly Court, Kelowna, BC, be extended from November 27, 2013 to November 27, 2014.

# 2.0 Purpose

To consider an extension to facilitate the rezoning of the subject property from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone to prepare for the property being subdivided into three lots.

# 3.0 Land Use Management

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;

b) Any bylaw that has not received final adoption will be of no force and effect;

c) In the case of an amendment application, the City Clerk will place on the agenda of a meeting of **Council** a motion to rescind all readings of the bylaw associated with that Amendment application.

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

By-Law No. 10779 received second and third readings on November 27, 2012 after the Public Hearing held on the same date. The applicant wishes to have this application remain open for an additional twelve (12) months in order to consider all options for the project. As there has been no file activity this should be considered the final extension, and Staff have communicated to this to the applicant. When the applicant team deems a similar/identical project to be feasible at some point in the future, Staff will endeavour to expedite the review process given the time and resources that have been allocated to this proposal.

Report prepared by:

Alec Warrender, Planner Urban Planning Department Community Planning & Real Estate Division

/dc

Reviewed by:

Danielle Noble-Brandt, Manager - Urban Planning

**Approved for Inclusion** 

Doug Gilchrist, Divisional Director - Community Planning

and Real Estate

Attachments: Site Plan Map Output



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

http://kelintranetd/servlet/com.esri.esrimap.Esrimap?ServiceName=Overview Map&Clie... 2013-10-09

# Report to Council

**Date:** October 15, 2013

**Rim No.** 1125-31-009

To: City Manager

From: G. Hood, Strategic Land Development Manager

Subject: Affordable Housing Bylaw - Oct 21



## Recommendation:

THAT Council receives, for information, the Report from the Strategic Land Development Manager dated October 15, 2013, regarding the proposed Housing Agreement with Davara Holdings Limited with respect to the properties located at 550 Rowcliffe Avenue and 555 Buckland Avenue;

AND THAT Bylaw No. 10850 authorizing a Housing Agreement between the City of Kelowna and Davara Holdings Limited, which requires the owner to designate a total of thirty (30) affordable rental units on Lots 5 and 6, Plan KAP92715, located at 500 Rowcliffe Avenue and 555 Buckland Avenue be forwarded for reading consideration.

# Purpose:

The City intends to enter into a housing agreement for 550 Rowcliffe Avenue and 555 Buckland Avenue with Davara Holdings Limited.

# Background:

Staff have negotiated the disposition of the sites and additionally negotiated a 15 year housing agreement with Davara Holdings Limited to ensure the future use of the lands.

The affordable housing agreement will assist in meeting the mandated 15% affordable housing requirements for the Central Green project.

The proposed development will provide a minimum of 30 units, ranging from studio to 3 bedrooms, in an effort to provide a continuum of care for clientele of the Karis Support Society.

# Legal/Statutory Authority:

Section 26 and 40, Community Charter

City Manager October 15, 2013 Page 2 of 2 Pages

Considerations not applicable to this report:

Internal Circulation: Legal/Statutory Authority: Legal/Statutory Procedural Requirements: Existing Policy: Financial/Budgetary Considerations: Personnel Implications: External Agency/Public Comments: Communications Comments: Alternate Recommendation:

Submitted by: G. Hood, Strategic Land Development Manager

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

# CITY OF KELOWNA

# BYLAW NO. 10850

# Housing Agreement Authorization Bylaw Davara Holdings Ltd 550 Rowcliffe Avenue and 555 Buckland Avenue

Whereas pursuant to Section 905 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

- 1. The Municipal Council hereby authorized the City of Kelowna to enter into a Housing Agreement under Section 905 of the Local Government Act, in the form attached to this Bylaw as Schedule "A", with Davara Holdings Ltd., or its nominee, with respect to lands known as Lot 6, District Lot 14, ODYD, Plan KAP92715, located at 550 Rowcliffe Avenue and Lot 5, District Lot 14, ODYD, Plan KAP92715, located at 555 Buckland Avenue, which Housing Agreement shall be executed and delivered concurrently with or following the transfer of such lands from the City of Kelowna to Davara Holdings ltd., or its nominee.
- 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. 10850, being "Housing Agreement Authorization Bylaw for Rowcliffe Avenue and 555 Buckland Avenue with Davara Holdings Ltd."
- 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

#### PURPOSE-BUILT RENTAL HOUSING AGREEMENT & SECTION 219 COVENANT

THIS AGREEMENT dated for reference October \_\_\_\_, 2013 is:

BETWEEN:

DAVARA HOLDINGS LTD. (Inc. No. BC0797640), #1 - 911 Borden Avenue Kelowna, British Columbia V1Y 6A5

(the "Owner")

AND:

CITY OF KELOWNA 1435 Water Street Kelowna, British Columbia V1Y 1J4

(the "City")

#### GIVEN THAT:

- A. The Owner is the registered owner of the land and all improvements thereon and thereto legally described in the *Land Title Act* Form C attached to and forming part this Agreement (the "Land");
- B. Pursuant to a Purchase and Sale Agreement between the Owner and the City dated for reference February 25, 2013, the Owner purchased the Land from the City and agreed to enter into this Agreement to restrict the subdivision, development, use and occupation of the Land and all buildings from time to time thereon, to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 905 of the Local Government Act; and
- C. Council of the City has adopted a bylaw authorizing this Agreement pursuant to section 905 of the Local Government Act.

This Agreement is evidence that in consideration of \$10.00 paid by the City to the Owner, and other good and valuable consideration, the receipt of which the Owner hereby acknowledges, the City and the Owner agree, pursuant to section 905 of the *Local Government Act* and section 219 of the *Land Title Act*, as follows:

#### ARTICLE 1 DEFINITIONS AND PURPOSE

**1.1 Definitions** - In this Agreement, in addition to terms defined elsewhere:

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

"Dwelling Unit" means accommodation containing sleeping rooms, washrooms and no more than one kitchen per dwelling unit, intended for domestic use and used or intended to be used permanently or semi permanently for occupation by a Household. For clarity, this use does not include a room in a hotel or a motel.

"Household" means

(a) a person;

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- (b) two or more persons related by blood, marriage, or adoption or associated through foster care, all living together in one Dwelling Unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one Dwelling Unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 5 persons unrelated by blood, marriage or adoption or associated through foster care, all living together in one Dwelling Unit as a single household using common cooking facilities.

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

"Sleeping Unit" means a habitable room not equipped with self-contained cooking facilities, providing accommodation for guests.

"Special Needs Housing" means housing for Households or Supportive Housing that meet the criteria for a core need for housing including but not limited to seniors or persons without children who lack safe and secure housing or are leaving an abusive relationship, single parents and children who are at risk, street youth or homeless persons, or people with mental or physical disabilities, illnesses, or dependencies.

"Supportive Housing" means housing consisting of dwellings with support services on-site that may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking and transportation. Supportive housing might also qualify as **Special Needs Housing**.

"Congregate Housing" means housing in the form of multiple sleeping units where residents are provided with common living facilities, meal preparation, laundry services and room cleaning. **Congregate housing** may also include other services such as transportation for routine medical appointments and counselling.

"Purpose-Built Rental Housing" means a self-contained building(s) containing three or more Dwelling Units that are intended to be used for rental housing.

**1.2 Purpose of Agreement** - The Owner and the City agree that this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling units and **Supportive Housing** of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available.

#### ARTICLE 2

#### DEVELOPMENT, SUBDIVISION AND OCCUPANCY RESTRICTIONS

- 2.1 Development and Subdivision Restrictions The Owner covenants and agrees with the City as follows:
  - (a) The Land and all buildings from time to time thereon must be used only in accordance with this Agreement.
  - (b) The Owner will design, construct and maintain a building or buildings on the Land providing a minimum of 30 Dwelling Units, as Purpose-Built Rental Housing, Congregate Housing and or Sleeping Units including related Supportive Housing supportive services facilities and no other Units shall be constructed or placed on the Land.
  - (c) The Land and any buildings from time to time thereon shall not be subdivided by any means

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whatsoever, including, by deposit of subdivision plan, reference or explanatory plan or strata plan of any kind under the *Strata Property Act* or by any scheme involving shared interests in land, prior to the expiration of this agreement or upon approval from the City of Kelowna.

2.2 Occupancy, Tenure and Management Requirements and Restrictions - The Owner covenants and agrees with the City as follows:

- (a) Every Dwelling Unit or Sleeping Unit on the Land that is not occupied by a person or person(s) defined under **Special Needs Housing** must be rented or leased pursuant to the British Columbia Residential Tenancy Act
- (b) The Owner will, from time to time upon the City's request, provide to the City copies of all then current leases and rental agreements pertaining to the Dwelling or Sleeping Units on the Land and a statutory declaration, in a form provided by the City, certifying that all such copies are true copies and that there are no other then current leases or rental agreements in relation to any Dwelling Units on the Land and solemnly declaring the same to be true, sworn by the Owner or, if the Owner is a corporation, a senior officer of the Owner, before a commissioner for the taking of affidavits in the Province of British Columbia.
- (c) The Owner shall furnish good and efficient management of all Dwelling Units on the Land and will maintain all Dwelling Units on the Land in a good state of repair and fit for habitation and will comply with all enactments, including health and safety standards, applicable to the Land and the Dwelling Units.
- (d) The Owner shall, upon request from the City from time to time, acting reasonably, hire, at the Owner's expense, a person or company with the skill and expertise to manage the Dwelling Units on the Land as required by this Agreement.
- (e) The Owner will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*.

#### ARTICLE 4 GENERAL

- 4.1 Notice of Housing Agreement For clarity, the Owner acknowledges and agrees that:
  - (a) this Agreement constitutes both a covenant under section 219 of the Land Title Act and a housing agreement entered into under section 905 of the Local Government Act;
  - (b) the City is required to file a notice of housing agreement in the land title office against title to the Land; and
  - (c) once such a notice is filed, this Agreement binds, as a housing agreement under section 905 of the *Local Government Act*, all persons who acquire an interest in the Land .
- 4.2 No Effect On Laws or Powers This Agreement does not
  - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
  - (c) affect or limit any enactment relating to the use or subdivision of land, or

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- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- **4.3** Notice Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or mailed to the applicable address identified above, provided that notice to the Owner may be given to the address for the Owner shown from time to time on title to the Land in the land title office. Any notice which is delivered is to be considered to have been given on the day it is delivered. Any notice which is sent by mail is to be considered to have been given on the fifth business day after it is deposited at a Canada Post mailing point. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- **4.4** Agreement Runs With the Land This Agreement runs with and burdens, and binds the successors in title to, the Land each and every part into which the Land may be subdivided by any means.
- **4.5** Discharge The City will execute and deliver to the Owner a release of this Agreement, in registrable form prepared and registered by and at the expense of the Owner, discharging this Agreement from title to the Land as a section 219 covenant and a legal notation if:
  - (a) at least 15 years have elapsed following the date this Agreement is registered in the land title office as a section 219 covenant against title to the Land; and
  - (b) the Owner has repaid to the City any grant monies provided by the City for the construction of the purpose-built rental housing on the Land.
- **4.6** Release The Owner by this Agreement releases and forever discharges the City and its elected and appointed officials, officers, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units on the Land which has been or at any time after the execution of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.7 No Partnership or Joint Venture Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- **4.8** Waiver An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- **4.9** Further Acts The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- **4.10** Severance If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- **4.11 Specific Relief** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

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- 4.12 Interpretation In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
  - (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
  - (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (i) time is of the essence;
  - (j) all provisions are to be interpreted as always speaking;
  - (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
  - reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
  - (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000 apply for the purposes of this Agreement; and
  - (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.
- **4.13** No Other Agreements This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- **4.14** Amendment This Agreement may be amended only by an instrument duly executed by both the Owner and the City.
- **4.15** Enurement This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.
- 4.16 Deed and Contract By executing and delivering this Agreement each of the parties intends to create

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both a contract and a deed executed and delivered under seal.

)

As evidence of their agreement to be bound by the terms of this Agreement, the parties have each executed the Part 1 of the Land Title Act Form C attached to and forming part of this Agreement.

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

SIGNED, SEALED & DELIVERED in the presence of:

<u>NIS</u> Signature of Witness

Signature of Witness Den 1Se Davizs Print Name 1435 Water St Address PLANNING TECHNICIANI ccupation

SIGNED, SEALED & DELIVERED in the presence of:

DAVARA HOLDINGS LTD. by its authorized signatories: Print Alame

Print Name:

DENISE I. DAVIES A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 1435 Water Street, Kelowna, BC

**CITY OF KELOWNA** by its authorized signatories:

Signature of Witness

Print Name

Address

Occupation

# Report to Council

Date:	October 15, 2013
Rim No.	1140-50
То:	City Manager
From:	Ron Forbes, Manager, Property Management
Subject:	Council Report Library Parkade Bistro
	Report Prepared by: T. Abrahamson, Property Officer



## Recommendation:

THAT Council approves the City entering into a five (5) year Commercial Lease, with 0937820 B.C. Ltd., and Mr. Youn Tae Kang for bistro space at the Library Parkade, with the option to renew for an additional five (5) year term, in the form attached to the Report of the Manager, Property Management, dated October 15, 2013;

AND THAT the Mayor and City Clerk be authorized to execute all documents related to the Commercial Lease.

## Purpose:

That Council approves the Lease for the bistro space at the Library Parkade.

## Background:

The bistro space at the Library Parkade became vacant at the end of June this year. Staff has been working with Colliers Real Estate to find a suitable tenant to operate a reduced scope bistro/café in the space previously operated as a full service restaurant.

The proposed tenant is a professional chef with over 12 years proven ownership and experience with small retail food establishments. The proposed tenant also has hotel, restaurant and catering expertise in various small and medium sized markets.

The Lease is for five (5) years and contemplates a further five (5) year renewal subject to a five year rent review to set new rental rates if the market dictates a change in rates.

The rental rates are: Months 1 - 3 @ \$0.00 / sq. ft. Months 4 - 24 @ \$15.00 / sq. ft. Months 25 - 48 at \$17.00 / sq. ft. Months 49 - 60 @ \$19.00 / sq. ft. Staff have communicated and written language into the Lease that there will be service interruptions during the course of the tenancy due to the addition to the parkade structure. The rental rates reflect this.

This Commercial Lease represents our Corporate Focus of Responsive Customer Service in that we understand evolving needs and ensure services are appropriate and accessible.

## Legal/Statutory Authority:

Community Charter, Sec. 26 - Disposal of Municipal Property

#### **Legal/Statutory Procedural Requirements:** Community Charter, Sec. 94 - Notice Requirements

Considerations not applicable to this report:

Internal Circulation Existing Policy Financial/Budgetary Considerations Personnel Implications External Agency/Public Comments Communications Comments Alternate Recommendation

Submitted by: Ron Forbes, Manager, Property Management

Approved for inclusion: Derek Edstrom, Director, Real Estate

cc: K. Grayston, Director, Financial Services

# Attachments:

- 1. Location Map
- 2. Lease

Facility Lease				
Cir.	Dept.	Date	Int.	
V	RE&BS	20.3/10/01	23	

#### **BETWEEN:**

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

(the "Landlord")

OF THE FIRST PART

### AND:

**0937820 B.C. Ltd.,** 211, 1160 Bernard Avenue, Kelowna, B.C., V1Y 6T8

(the "Tenant")

OF THE SECOND PART

AND:

MR. YOUN TAE KANG, 211, 1160 Bernard Avenue, Kelowna, B.C., V1Y 6T8

(the "Guarantor")

OF THE THIRD PART

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- 1. Basic Terms, Schedules and Definitions
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- 11. Fixtures and Improvements
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- 14. Subordination, Attornment, Registration, and Certificates
- 15. Occurrence of Default
- 16. Tenant's Default, Remedies of Landlord and Surrender
- 17. Miscellaneous

THIS LEASE, dated the 4<sup>th</sup> day of October 2013, is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

#### 1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

Basic Terms:

ě.

(a)	Landlord: Address of Landlord:	CITY OF KELOWNA City Hall, 1435 Water Street Kelowna, B.C. V1Y 1J4 Fax: 250-862-3349 Email: rforbes@kelowna.ca
(b)	Tenant: Address of Tenant:	0937820 B.C. Ltd./Youn Tae Kang 211,1160 Bernard Avenue Kelowna, B.C., V1Y 6T8
(c)	Premises:	1,558 sq.ft. at 101, 1360 Ellis Street
		Kelowna, B.C. V1Y 2B5 (see Schedule A)
(d)	License Area:	N/A
(e)	Initial Term: Commencement Date:	Five (5) years November 1, 2013
(f)	Renewal Term (if any):	Five (5) year renewal term
(g)	Annual Base Rent + Tax:	Payable according to the following schedule:
	i) Months 1-3 @ \$ 0.00/sf ii) Months 4-24 @\$15.00/sf iii) Months 25-48 @\$17.00/sf iv) Months 49-60 @\$19.00/sf	= \$0.00 = \$23,370/annum (\$1,947.50/month) = \$26,486/annum (\$2,207.00/month) = \$29,602/annum (\$2,467.00/month)
(h)	Property Taxes:	Included in Gross Lease
(i)	Utilities:	Tenant pays all utilities
(j)	Permitted Use:	Bistro / Café as defined in Schedule B

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

#### 1.2 Schedules

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

SCHEDULE	SUBJECT
A	Plan of Premises
В	Definitions
С	Landlord & Tenant Responsibility Checklist
D	Certificate of Insurance

#### 1.3 Definitions

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

#### 2. PREMISES

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

3. TERM

#### 3.1 Term

The Term of this Lease shall be for the initial term of Five (5) years, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

#### 3.2 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 12 months prior to the expiration of the initial Term of Five (5) years; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial Term of Five (5) years observed and performed the covenants and conditions herein contained;

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal lease of the Premises for the Renewal Term of Five (5) upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained.

The lease may be renewed for a further Five (5) years, for a total of Ten (10) years including the original term.

- 4. RENT
- 4.1 Rent

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may

direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

(a) Annual Base Rent

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

(b) Additional Rent

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

4.2 Payment of Rent

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

(a) Annual Base Rent

The Annual Base Rent shall be paid in equal consecutive monthly instalments, in the amounts set out in sub-clause 1.1(g), in advance on the first day of each and every month during the Term. The first monthly instalment of the Annual Base Rent shall be paid by the Tenant on the Commencement Date. Where the Commencement Date is the first day of a month such instalment shall be in respect of such month; where the Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be pro-rated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Base Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises.

(c) Payment Format

The Tenant agrees to pay the Annual Base Rent via Electronic Bank Transfer on a monthly basis.

4.3 Rent for Irregular Periods

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

#### 4.4 Waiver of Offset

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

#### 4.5 Application of Payments

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

#### 4.6 Net Lease

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

#### 4.7 Interest on Overdue Rent

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

#### 5. TENANT'S COVENANTS

5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

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

(b) Occupancy and Permitted Use

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

The patio adjacent to the Premises is not included in this Lease. A separate permit is required for occupation of this space and a seasonal license fee (May - Sept.) will be assessed.

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the

floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

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

(e) Cleanliness

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

(f) Compliance with Laws

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

(g) Installations

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

(h) Overholding

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

(i) Signs

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

(j) Inspection and Access

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

(k) Showing Premises

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

- (l) The Tenant is responsible for obtaining all Licenses and Permits required to operate a food services establishment.
- (m) Food shall not be served until the menu has been approved by the Landlord. Any changes to the menu must be approved by the Landlord.

#### 6. LANDLORD'S COVENANTS

#### 6.1 Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

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

#### 7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Landlord's Repairs

The Landlord covenants with the Tenant that the major building components will be maintained in a good and reasonable state of repair, consistent with the general standards of structures of similar age and character in Kelowna. This includes the main structure, roof and mechanical systems.

#### 7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

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

#### 7.3 Abatement and Termination

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

- (a) if the damage is such that the Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
  - (i) unless the damage was caused by the fault of negligence of the Tenant or its employees, invitees, or others under its control and the damage is not covered by insurance, from and after the date of occurrence of the damage and until the Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of use and occupancy; and
  - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence; and
- (b) if the Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then either the Landlord or Tenant may at its option, exercisable by written notice to the Tenant or Landlord, given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Premises to the Landlord with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

#### 7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time

to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

The Tenant understands and acknowledges that the Landlord will be constructing an addition to the parkade and that there will be service interruptions and construction that may affect the Tenant's operation and result in closure. The Landlord will use every effort to mitigate interruptions, however, there will be no compensation to the Tenant for any inconvenience associated with this work.

#### 8. TAXES AND OTHER COSTS

8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

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

In accordance with the applicable legislation the Goods and Services Tax applies to this Lease.

- 9. UTILITIES AND ADDITIONAL SERVICES
- 9.1 Utilities

The Tenant shall be responsible for all aspects of, including payment of costs related to, utilities and services of whatever nature or kind required in connection with the Premises and the conduct by the Tenant of the Tenant's business as described herein including without limitation, water, telephone, sewer, hydro, power, heating, air conditioning and garbage disposal.

#### 10. LICENSES, ASSIGNMENTS, AND SUBLETTING

10.1 General

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises to another party without the written consent of the Landlord, such consent not to be unreasonably withheld. Unless the Landlord has consented to such sub-tenancy, assignment or transfer in accordance with this Article 10, the acceptance of any Rent or the performance of

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

#### 10.2 Licenses, Franchises, and Concessions

The Tenant shall not suffer or permit any part of the Premises to be used or occupied by any persons other than the Tenant, any sub-tenants or licensees permitted under this Article, and the employees and invitees of the Tenant, and any such permitted sub-tenant, or suffer or permit any part of the Premises to be used or occupied by any licensee, franchisee, or concessionaire, or suffer or permit any persons to be upon the Premises other than the Tenant, such permitted sub-tenants and licensees, and their respective employees, customers, and others having lawful business with them.

#### 10.3 Assignment and Subletting

The Tenant shall not, without first obtaining the written consent of the Landlord, assign this Lease or sublet the whole or any part of the Premises, unless:

- (a) it shall have received or procured a bona fide written offer to take an assignment or sub-lease which is not inconsistent with, and the acceptance of which would not breach any provision of, this Lease if this clause is complied with, and which the Tenant has determined to accept subject to this section being complied with; and
- (b) it shall have first requested and obtained the consent in writing of the Landlord thereto.

#### 10.4 Request for Consent

Any request for such consent shall be in writing and accompanied by a true copy of such offer, and the Tenant shall furnish to the Landlord all information available to the Tenant and requested by the Landlord as to the responsibility, reputation, financial standing, and business of the proposed assignee or sub-tenant. Within 30 days after the receipt by the Landlord of such request for consent and of all information which the Landlord shall have requested hereunder (and if no such information has been requested, within 30 days after receipt of such request for consent) the Landlord shall have the right upon written notice to the Tenant to:

- (a) in the case of a proposed sub-lease, either sublet from the Tenant any portion of the Premises [] proposed to be sublet for the Term for which such portion is proposed to be sublet but at the same Annual Base Rent and Additional Rent as the Tenant is required to pay to the Landlord under this Lease for such portion or, if the proposed sub-lease is for all or substantially all of the remainder of the Term, terminate this Lease as it pertains to the portion of the Premises so proposed by the Tenant to be sublet; or
- (b) in the case of a proposed assignment, terminate this Lease.
- 10.5 If Landlord Terminates

If the Landlord terminates this Lease in accordance with clause 16.4 with respect to all or a portion of the Premises [], such termination shall be effective on the date stipulated in the notice of termination which shall not be less than 60 days or more than 90 days following the giving of such notice, and the Tenant shall surrender the whole or part, as the case may be, of the Premises in accordance with such notice, and Rent shall be apportioned and paid to the

date of surrender and, if a part only of the Premises is surrendered, Rent payable under clause 4.1 shall thereafter abate proportionately.

#### 10.6 If Landlord Consents

If the Landlord consents to any proposed assignment or subletting, the Tenant shall assign or sublet, as the case may be, only upon the terms set out in the offer submitted to the Landlord as aforesaid and not otherwise. As a condition of the Landlord's consent, the assignee or subtenant, as the case may be, shall agree (and will be deemed to have agree) with the Landlord to observe the obligations of the Tenant under this Lease as the same relate to the space assigned or sublet (except, in the case of a sub-lease, the Tenant's covenant to pay Rent) by entering into an assumption agreement with the Landlord and the Tenant, in the Landlord's then-standard form, and shall pay the Landlord's then-current processing charge and solicitor's fees and disbursements for preparing such agreement. The Tenant further agrees that if the Landlord consents to any such assignment or subletting, the Tenant shall be responsible for Improvements and all other expenses, costs, and charges with respect to or arising out of any such assignment or subletting. Notwithstanding any such consent being given by the Landlord and such assignment or subletting being effected, the Tenant shall remain bound to the Landlord for the fulfilment of all the terms, covenants, conditions, and agreements herein contained. Any consent by the Landlord to any assignment or subletting shall not constitute a waiver of the requirement for consent by the Landlord to any subsequent assignment or subletting by either the Tenant or any assignee or sub-tenant.

10.7 Landlord Not to Unreasonably Withhold Consent

If the Tenant complies with clauses 10.3 and 10.4 and the Landlord does not exercise an option provided to the Landlord under clause 10.4, then the Landlord's consent to a proposed assignment or sublet shall not be unreasonably withheld. The Tenant acknowledges that the Landlord shall not be liable to the Tenant in damages, where, in giving good faith consideration to any request of the Tenant hereunder, it withholds its consent to a proposed assignment or sublease.

#### 10.8 Terms of Consent

If the Landlord consents in writing to an assignment or sub-lease as contemplated herein, the Tenant may complete such assignment or sub-lease subject to the following covenants and conditions:

- (a) no assignment or sub-lease shall be valid and no assignee or sub-tenant shall take possession of the Premises [] or any part thereof until an executed duplicate original of such assignment or sub-lease has been delivered to the Landlord; and
- (b) all "Excess Rent", as hereinafter defined, derived from such assignment or sublease shall be payable to the Landlord. The Excess Rent shall be deemed to be and shall be paid by the Tenant to the Landlord as Rent. The Tenant shall pay the Excess Rent to the Landlord immediately as and when such Excess Rent is receivable by the Tenant.

As used herein, "Excess Rent" means the amount by which the total money and other economic consideration to be paid by the assignee or sub-tenant as a result of an assignment or sub-lease, whether denominated as Rent or otherwise, exceeds, in the aggregate, the total amount of Annual Base Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease, pro-rated for the portion of the Remises being assigned or sublet, less the reasonable costs paid by the Tenant for additional improvements installed in the portion of the

Premises subject to such assignment or sub-lease by the Tenant at the Tenant's sole cost and expense for the specific assignee or sub-tenant in question, reasonable leasing costs (such as brokers' commissions and the fees payable to the Landlord under clause 10.1) paid by the Tenant in connection with such assignment or sub-lease, and the amount of Annual Base Rent and Additional Rent the Tenant is obligated to pay the Landlord under this Lease, pro-rated for the portion of the Premises being assigned or sublet that is not occupied or used by the Tenant, until the date of such assignment or sub-lease. In determining the amounts to be deducted from Excess Rent in each monthly payment period in respect of the Tenant's costs of assigning or sub-leasing, such costs shall be amortized without interest over the Term (in the case of an assignment) or Term of the sub-lease (in the case of a sub-lease) on a straight line basis.

#### 11. FIXTURES AND IMPROVEMENTS

#### 11.1 Installation of Fixtures and Improvements

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

#### 11.2 Liens and Encumbrances on Fixtures and Improvements

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

#### 11.3 Discharge of Liens and Encumbrances

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

#### 11.4 Removal of Fixtures and Improvements

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

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

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

#### 11.5 Alterations by Landlord

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

#### 12. INSURANCE AND LIABILITY

#### 12.1 Landlord's Insurance

The Landlord shall be deemed to have insured (for which purpose it shall be a co-insurer, if and to the extent that it shall not have insured) the Premises and all improvements and installations made by the Landlord in the Premises, except to the extent hereinafter specified, in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the Premises, as from time to time determined at reasonable intervals (but which need not be determined more often than annually) by insurance advisors selected by the Landlord, and whose written opinion shall be conclusive. Upon the request of the Tenant from time to time the Landlord will furnish a statement as to the perils in respect of which and the amounts to which it has insured the Premises. The Landlord may maintain

such other insurance in such amounts and upon such Terms as would normally be carried by a prudent owner.

#### 12.2 Tenant's Insurance

The Tenant shall take out and keep in force during the Term:

- (a) comprehensive general liability (including bodily injury, death and property damage) insurance on an occurrence basis with respect to the business carried on, in, or from the Premises and the Tenant's use and occupancy thereof, of not less than \$2,000,000 per occurrence, which insurance shall include the Landlord as a named insured and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured, shall include a cross liability clause and have a deductible of not more than \$5,000 per occurrence or claim; and
- (b) insurance in such amounts as may be reasonably required by the Landlord in respect of fire and other such perils, including sprinkler leakage, as are from time to time defined in the usual extended coverage endorsement covering the Tenant's trade fixtures and the furniture and equipment of the Tenant and (except as to Insured Damage) all Leasehold Improvements in the Premises, and which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to the insured Leasehold Improvements and provided that any proceeds recoverable in the event of loss to Leasehold Improvements;

and if the Landlord shall require the same from time to time, then also:

- (c) tenant's fire legal liability insurance in an amount not less than the actual cash value of the Premises; and
- (d) insurance upon all plate glass in or which forms a boundary of the Premises in an amount sufficient to replace all such glass; and
- (e) motor vehicle insurance for all motor vehicles used by the Tenant in the conduct of its business shall have a minimum public liability and third party property damage insurance coverage of at least \$2,000,000.

All insurance required to be maintained by the Tenant hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection and shall provide that such insurers shall provide to the Landlord 30 days' prior written notice of cancellation or material alteration of such terms.

The Tenant shall furnish to the Landlord the completed certificate as set out in Schedule D or other evidence acceptable to the Landlord as to the insurance within 14 days of the execution of this agreement. Failure to provide such documents shall constitute default resulting in termination of this agreement. The Tenant shall also furnish to the Landlord certificates of other evidence acceptable to the Landlord as to the insurance from time to time required to be effected by the Tenant and its renewal or continuation in force, either by means of a certified copy of the policy or policies which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Tenant shall fail to take out, renew and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

#### 12.3 Limitation of Landlord's Liability

The Tenant agrees that:

- (a) the Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises, and, without limiting the generality of the foregoing, in no event shall the Landlord be liable:
  - (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, sub-surface, or other part or parts of the Premises of property, or from the streets, lanes, and other properties adjacent thereto;
  - (ii) for any damage, injury, or death caused by anything done or omitted by the Tenant or any of its servants or agents or by any other person;
  - (iii) for the non-observance or the violation of any provision of any of the rules and regulations of the Landlord in effect from time to time or of any lease by another tenant or premises in the same building or on the same property or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;
  - (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by it to perform janitorial services, security services, supervision, or any other work in or about the Premises or the property;
  - (v) for the failure to do anything required to be done by the Landlord.
- (b) The Tenant releases and discharges the Landlord from any and all action, causes of action, claims, damages, demands, expenses, and liabilities which the Tenant now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under sub-clause 12.3(a), notwithstanding that negligence or other conduct of the Landlord or anyone for whose conduct the Landlord is responsible may have caused or contributed to such matter.

#### 12.4 Indemnity of Landlord

The Tenant agrees to indemnify and save harmless the Landlord in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Tenant or any assignee, sub-tenant, agent, employee, contractor, invitee, or licensee of the Tenant, and in respect of all costs, expenses, and liabilities incurred by the Landlord in connection with or arising out of all such claims including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, costs, expense, or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this Lease.

#### 13. ENVIRONMENTAL MATTERS

#### (a) Definitions

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

(i) "Contaminants" means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;

(ii) **"Environment**" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);

(iii) **"Environmental Laws**" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and

(iv) "Release" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

#### (b) Tenant's Representations and Warranties

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

(i) except as disclosed to the City in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and

(ii) except as disclosed to and approved in writing by the City, the Tenant's business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Tenant and shall be subject to the provisions of Section 6.01 of this Agreement.

#### (c) Condition of Premises

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

#### (d) Use of Contaminants

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

#### (e) Compliance with Environmental Laws

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

#### (f) Evidence of Compliance

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

#### (g) Confidentiality of Environmental Reports

The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders on a need to know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

#### (h) Records

The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be

reviewed by the City at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.

#### (i) Access by City

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

#### (j) Authorizations

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

#### (k) Notices

The Tenant shall promptly notify the City in writing of:

(i) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the City or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;

(ii) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and

(iii) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.

(iv) the Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws and failure by the Tenant to do so shall authorize, but not obligate, the City to notify the regulatory authorities.

#### (l) Removal of Contaminants

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

#### (m) Ownership of Contaminants

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

#### (n) Indemnity

The Tenant shall indemnify and save harmless the City and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or asserted against the City or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:

(i) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or

(ii) any Release or alleged Release of any contaminants at or from the Premises into the Environment,

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

#### (o) Survival of Tenant's Obligations

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

#### 14. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

(a) Sale or Financing of Building

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

#### (b) Registration

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

#### (c) Certificates

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

(d) Assignment by Landlord

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

#### 15. OCCURRENCE OF DEFAULT

#### 15.1 Unavoidable Delay

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

#### 15.2 No Admission

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

#### 15.3 Part Payment

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

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

#### 16.1 Remedying by Landlord, Non-payment, and Interest

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

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Premises [] to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent; and

(c) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

#### 16.2 Remedies Cumulative

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

#### 16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- (a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or
- (b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations or other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or
- (c) if without the written consent of the Landlord the Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted subtenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or
- (f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its windingup or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Premises from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Tenant or any assignee, subtenant, or licensee of the Tenant or anyone permitted by the Tenant to be

upon the Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or

(h) if the Landlord shall have become entitled to Terminate this Lease or to reenter the Premises under any provision hereof;

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

#### 16.4 Termination and Re-entry

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

#### 16.5 Certain Consequences of Termination and Re-entry

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

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

#### 16.6 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall

be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any other fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner or lessee of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlords' consent, repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

#### 16.7 Re-letting and Sale of Personalty

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

#### 16.8 Surrender on Termination

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

#### 17. MISCELLANEOUS

#### 17.1 Notices

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

#### 17.2 Extraneous Agreements

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

#### 17.3 Time of Essence

Time shall be of the essence in this Lease.

#### 17.4 Enurement

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

#### 17.5 References to Tenant

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

#### 17.6 Frustration

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

#### 17.7 Waiver

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

#### 17.8 Governing Law and Severability

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

#### 17.9 Captions

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

#### 17.10 Acceptance

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

#### 17.11 Deposit

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

#### 17.12 Expropriation

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

sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

17.13 Statutory Functions

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

IN WITNESS WHEREOF the parties have executed this Lease.

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

The City of Kelowna, by its Authorized ) Signatories:	
)	Witness
Mayor )	
)	Address
City Clerk	Occupation
	·

**0937820 B.C. Ltd.** by its Authorized Signatories:



Witness

KEL

Address

Occupation

YOUN TAE KANG

Witness

Address

Occupation

SCHEDULE A

#### PLAN OF THE LEASED PREMISES

GREENROOM FLOOR PLAN



#### DEFINITIONS

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

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

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

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

"Bistro/Café" means a facility that serves prepared food and drinks, but excludes any food preparation practices that requires ventilation, cooking or the use of a grease trap, but the use of microwave oven(s) for heating or re-heating prepared dishes is permitted.

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

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

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

"Land" means that parcel of land at 101, 1360 Ellis Street in the City of Kelowna, British Columbia, more particularly described as Plan KAP57837, Lot 139, LD41, ODYD.

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

"Leasehold Improvements" means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, whether by the Tenant, and the Landlord or anyone else, in the Premises, including all partitions however fixed (including movable partitions) and all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage, but excluding trade fixtures and unattached free-standing furniture and equipment. "Premises" means the commercial space 101, 1360 Ellis Street, Kelowna, BC as set out in subclause 1.1(c) and shown on Schedule A.

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

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

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

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

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

### SCHEDULE C

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

Kitchen Exhaust Hood repairs Kitchen Hood Fire suppression system preventative			Х
maintenance			x
Kitchen Hood Fire suppression repairs			X
Kitchen Hood Fire suppression testing			X
Landscape maintenance	Х		
Licenses & permits		Х	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.			x
Pest control		Х	
Plumbing system preventative maintenance		Х	
Plumbing system repairs		Х	
Recycling program		Х	
Roof inspection & maintenance	х		
Roof repairs	X		
Security system		Х	
Signage		Х	
Snow removal		Х	
Taxes	х		
Telephone		Х	
Tenant improvements		Х	
Tenant improvements - Maintenance		Х	
Tree removal			Х
Utilities - electricity		Х	
Utilities - natural gas		Х	
Utilities - propane		Х	
Utilities - water, sewer		Х	
Vandalism (exterior)		Х	
Vandalism (interior)		Х	
Window Cleaning (exterior) (1x/year)	Х		
Window Cleaning (interior)		Х	

Document Revision	on History:		
Revision			
1	Description	Revised by	Date

#### SCHEDULE D



### **CERTIFICATE OF INSURANCE**

City staff to complete prior to circulation City Dept.; Dept. Contact: \_\_\_\_\_ Project/Contract/Event:

Insured	Name:
	Address:
Broker	Name:
	Address:

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

		Policy Dates			
Type of Insurance	Company & Policy Number	Effective	Expiry	Limits of Liability/Amounts	
Section 1 Comprehensive General Liability including: Products/Completed Operations; Blanket Contractual; Contractor's Protective; Personal Injury; Contingent Employer's Liability; Broad Form Property Damage; Non-Owned Automobile; Cross Liability Clause.				Bodily Injury and Property Damage S <u>2.000.000</u> Inclusive S <u>Aggregate</u> S <u>Deductible</u>	
Section 2 Automobile Liability				Bodily Injury and Property Damage	
				\$ 2,000,000 Inclusive	

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

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

Print Name

Thie

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

# Subject Location



 $\ensuremath{^*}$  Location of the space is on the main floor only.

# **CITY OF KELOWNA**

# BYLAW NO. 10855

# Road Closure and Removal of Highway Dedication Bylaw (Portion of Spall Road)

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

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

- 1. That portion of highway attached as Schedule "A" comprising 0.135 ha shown in bold black as Road to be Closed on the Reference Plan prepared by Neil Raymond Denby, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
- 2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 30<sup>th</sup> day of September 2013.

Approved Pursuant to Section 41(3) of the Community Charter this 4<sup>th</sup> day of October, 2013.

Lynda Lochhead

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

#### Bylaw No. 10855 - Page 2

Schedule "A"



# **CITY OF KELOWNA**

# BYLAW NO. 10889

# 2014 Permissive Tax Exemption Bylaw

# A bylaw pursuant to Sections 220, 224 and 225 of the Community Charter, to exempt from taxation certain lands and improvements situated in the City of Kelowna

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

- 1. Those certain parcels or tracts of land and improvements, situated, lying and being in the City of Kelowna, as described in Schedules "A" to "J" attached hereto and forming part of this bylaw, shall be exempt from taxation.
- 2. This bylaw shall come into full force and effect and is binding on all persons during the 2012 taxation year.
- 3. This bylaw may be cited as "2014 Tax Exemption Bylaw No. 10889".

Read a first, second and third time by the Municipal Council this 7<sup>th</sup> day of October, 2013.

Adopted by 2/3 of the Municipal Council of the City of Kelowna this

Mayor

City Clerk

# Schedule A - Public Worship

Tax	Exempt Pro	perties for 2014 Ta	ax Year	
NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	1230	Lot 1, Blk 13, Plan 202, DL138	The Union of Slavic Churches of Evangelical Christians c/o Trustees	
2	1350	Lots 2 and 3, Blk 15, Plan 202, DL 138	Trustees of First United Church	
3	1360	Lot 4,Blk 15,Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
4	1370	Lot 5,Blk 15,Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
5	6911	Lot 25, Plan 578, DL 138, Except Plan H16278, & Lot A PL	Kelowna Buddhist Society	
6	18380	Lot 2, Plan 1319, DL 138	Bethel United Pentecostal Church (Truth Now Tabernacle)	
7	21300	Lot 19-20, Plan 2085, District Lot 139	Unitarian Fellowship of Kelowna Society	
8	21640	Lot 5, Blk B, Plan 2167, DL 139	Christian Science Society of Kelowna	
9	22500	Lot 6, Plan 2271, DL 139	Kelowna Tabernacle Congregation - Trustees	
10	51070	Lot 1, Plan 11332, DL 137	Governing Council of the Salvation Army in Canada	Note: Parking Lot
11	57010	Lot 1, Plan 15741	Ray Chase, Emsley Hunter, and Cyril Nash (Trustees)	Criteria #5: 3096 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property. ( 1548 sq ft Taxable: lease/rental to L'Eslale daycare) & (1548 sq ft Taxable: lease/rental to Music School)
12	57510	Lot A, Plan 16013, DL 137	Convention Baptist Churches of BC	Criteria #5: 1000 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental to Little People Daycare.)
13	62110	Lot A, KAP65650	The Trustees of Congregation of Kelowna Bible Chapel	
14	62120	Lot 2, Plan 17933	The Trustees of Congregation of Kelowna Bible Chapel	Note: Parking Lot

# Tax Exempt Properties for 2014 Tax Year

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		LEGAL	REGISTERED	
NO.	ROLL NO.	DESCRIPTION	OWNER/LESSEE Trustees Congregation -	RATIONALE/COMMENTS
15	68680	Lot 3, Plan 25524	Grace Baptist Church	
16	69380	Lot A, Plan 27070	Roman Catholic Bishop Of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
17	71130	Lot 1, Plan 30180, DL137	Governing Council of the Salvation Army in Canada (Community Church)	
18	71680	Lot 4, Plan 30824	Seventh Day Adventist Church (BC Conference)	
19	74502	Lot A, Plan 33076, DL138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
20	75210	Lot 1, Plan 34637	The Congregation of the Christ Evangelical Lutheran	
21	76394	Lot C, Plan 40170, DL137	The Congregation of the First Mennonite Church	
22	78266	Lot 1, Plan KAP47242	Ukrainian Catholic Eparchy of New Westminster	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
23	83239	Lot A, Plan KAP91385, DL 14	Synod-Diocese of Kootenay	
24	3255224	Lot 1, Plan KAP56294	Trust Cong St David's Presb Church	
25	3273007	Lot A, Plan KAP83120	The BC Conference of Mennonite Brethren Churches	Criteria #5: 3,950 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental Green Gables Daycare)
26	3337370	Lot A, Plan 23927	Kelowna Christian Reformed Church	Criteria #5: 2,974 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property. (lease/rental to GRASP)
27	3337769	Lot A, Plan KAP83760	Okanagan Jewish Community Association	Criteria #5: 1,200 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental North Glenmore Daycare)
28	3378102	Lot A, Plan 44041	Glenmore Congregation of Jehovah's Witnesses	
29	3922000	Lot A, Plan 5223	BC Assn of Seventh Day Adventist	Change status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principle purpose of the total property is a Place of Public Worship
30	4310442	Lot A, Plan 31085	Seventh Day Adventist Church (BC Conference)	

		LEGAL	REGISTERED	
NO.	ROLL NO.	DESCRIPTION	OWNER/LESSEE	RATIONALE/COMMENTS
31	4360460	Lot 2, Twp 26,Plan 27837	Roman Catholic Bishop of Nelson	
32	4423888	Lot PT 26, Plan 187 Except Plan 3067, That PT of L 25 PL 187 S/O PL B130	Synod of the Diocese of Kootenay	
33	4571592	Lot 1, Sec 19, Twp 26, Plan 37842	Kelowna Full Gospel Church Society	
34	4645000	Lot 7, Plan 3727	Church of the Nazarene - Canada Pacific	
35	4660000	Lot 1, Plan 4877	Serbian Orthodox Par- Holy Prophet St Ilija (Parish)	Criteria #9: 680 sq. ft taxable as residences will be excluded from otherwise tax exempt property. [Note: Church Manse/Rectory]
36	4803156	Lot A, Sec 22, Twp 26, Plan 27717	BC Assoc of Seventh Day Adventists	
37	4804250	Lot A, Plan 29696	Gurdwara Guru Amardas Darbar Sikh Society	Criteria #9: 240 sq ft taxable as residences will be excluded from otherwise tax exempt property (Note: church manse/rectory).
38	5475931	Lot Pcl Z, Sec 23, Twp 26, Plan 24426, Except Plan KAP69971, DD J53659	NW Canada Conf Evangelical Church	
39	5476791	Lot B, Plan 41234	BC Conference of Mennonite Brethren Churches	
40	5606001	Lot A, Plan KAP76650	Okanagan Sikh Temple & Cultural Society	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
41	5611000	Lot PT 2, Plan 2166	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
42	5752000	Lot A, Plan 4841	Okanagan Chinese Baptist Church	
43	6198870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	Criteria #5: 379 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental Hunny's House Daycare).
44	6198872	Parcel A, Plan 22239	Synod of the Diocese of Kootenay	
45	6199358	Lot H, Sec 26, Twp 26,Plan 26182	Faith Lutheran Church of Kelowna	
46	6339000	Lot 14, Sec 27, Twp 26 Plan 14897	BC Muslim Association	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
47	6370120	Lot A, Plan 19465, DL 143, Sec 27, Twp 26	Spring Valley Congregation of Jehovah's Witnesses	
48	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Soc Inc	
49	6372506	Lot A, Plan KAP56177	New Apostolic Church of Canada Inc.	
50	6496742	Lot 1, Sec 29 & 32, Plan KAP64073	President of Lethbridge Stake	
51	6735000	Lot A, Plan 11520	Trustees Rutland United Church Pastoral Charge of the United Church	Criteria #5: 1278 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental Green Gables Daycare).
52	7212492	Lot 1, Plan 37256	Synod of the Diocese of Kootenay	
53	10407200	Lot A, Plan 20452, DL 128	Christian & Missionary Alliance - Canadian Pacific District	
54	10468000	Lot 2, Plan 9491, DL 129	St. Peter & Paul Ukrainian Greek Orthodox Church of Kelowna	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Orchard Haven Housing Society)
55	10519214	Lot 9, Plan 20128, DL 129	Kelowna Trinity Baptist Church	
56	10519844	Lot A, Plan 37351 (Portion of Lot)	Apostolic Resource Centre Society	Criteria #5: 3520 sq ft taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (1565 sq ft Commercial class 06: Wood Fire Bakery Restaurant & 1955 sq ft Commercial class 06: Clothing Store).
57	10519902	Lot 1, Plan KAP 45185	Kelowna Trinity Baptist Church	
58	10738200	Lot 1, Plan 27982, DL 131	Canadian Baptists of Western Canada	Criteria #5: 1,200 sq ft Taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental to Montessori Pre-School). Criteria #9: House on property is taxable as residences will be excluded from otherwise tax exempt property (Note: rental unit).
59	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	Criteria #3:No change in status per Policy 327 as church "Daycare" is operating on avg. at below market.
60	10768002	Lot 2, Plan KAP81588	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)

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NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
61	10936348	Lot 1, Plan 35917	Kelowna Gospel Fellowship Church	
62	10936653	Lot 1, Plan 41844	Canadian Mission Board of the German Church of God Dominion of Canada	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Rental Units)
63	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna BC	
64	11025140	Lot 1, Plan 25466, DL 135	Kelowna Congregation of Jehovah's Witnesses	
65	11025172	Lot 7, Plan 25798, DL 135	Congregation of Bethel Church of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market. (Village Daycare)
66	11025480	Lot 1, Plan 34984	Trustees of the Congregation of St Paul's United Church	Criteria #5: 1,000 sq ft Taxable as principal use of property not directly related to principle purpose of organization <u>owning</u> the property (lease/rental to Montessori Pre- School).
67	11059000	Lot 1, Plan 12441, DL 136 Trustees	Guisachan Fellowship Baptist Church	
68	11097073	Lot 1, Plan KAP52447, DL 136	C3 Church	Property Sold by General Assembly of the Church of God in Western Canada to C3 Church. Principle purpose of the property remains as a Place Of Public Worship. Criteria #5: 610 sq ft taxable as principal use of property not directly related to principle purpose of organization owning the property (lease/rental to Lasting Impressions Pre- School).

## Schedule B - Private Schools

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## Tax Exempt Properties for 2014 Tax Year

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NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	52700	Lot C, Plan 12546, DL 138	Roman Catholic Bishop of Nelson	Hall
2	74502	Lot A, Plan 33076, DL 138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
3	3458032	Lot 1, KAP86356	Aberdeen Hall Senior School Society	
4	4417000	Lot PCL A, Plan B6328	Okanagan Montessori Elementary School Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
5	5122000	Lot 2, Plan 3849, Sec 23, Twp 26, Ld 41 exc Plan 16489 (15 ac.)	Seventh-Day Adventist Church - BC Conference	
6	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	
7	6372527	Lot A, Plan KAP71175	Vedanta Educational Society Inc	
8	7212595	Lot A, Plan KAP48732	Waldorf School Association of Kelowna	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
9	7212596	Lot B, Plan KAP48732	Waldorf School Association of Kelowna	
10	10589111	Lot 1, Plan KAP59724	Kelowna Society for Christian Education	
11	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	
12	10738378	Lot A, Plan KAP54674, DL 131	The Catholic Independent Schools of Nelson Diocese	
13	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna	
14	12184557	Lot 2, Plan 69898, DL 41	Waldorf School Association of Kelowna/City of Kelowna	New Applicant: Criteria #3: Per Policy 327, "Daycare" is operating on avg. at below market.

# Schedule C - Hospitals

### Tax Exempt Properties for 2014 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	55260	Lot A, Plan 14934 and Lot F, Plan 4920, DL 138	Interior Health Authority	
2	73571	Lot 15, Plan 32159, DL 137	Interior Health Authority	
3	79392	Lot A, Plan KAP60581, DL 14	Canadian Cancer Society	
4	82282	Lot A, Plan KAP87113, DL 14	Interior Health Authority	
5	4529001	Lot A, Plan KAP84779, DL 136	Interior Health Authority	

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# Schedule D - Special Needs Housing

IdX	Exempt Pro	perties for 2014 Ta		
NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4340	Lot 15, Plan 462, DL 139	Kelowna Gospel Mission Society	
2	7270	Lot 4, Plan 635, DL 14	Bridge Youth & Family Services Society	
3	23390	Lot 10, Plan 2498, DL 137	Bridges to New Life Society	
4	33110	Lot 2, Plan 3929	New Opportunities for Women (NOW) Canada Society	
5	43090	Lot 1, Plan 7765	Howard-Fry Housing Society	
6	46190	Lot 15, D.L. 136, Plan 9138	Adult Integrated Mental Health Services Society	
7	46240	Lot 20, Plan 9138	Kelowna Gospel Mission Society	
8	46250	Lot 21, Plan 9138	Kelowna Gospel Mission Society	
9	48500	Lot 8, Plan 10011	Okanagan Halfway House Society Inc	
10	48750	Lot 33, Plan 10011, D.L. 137	Resurrection Recovery Resource Society Inc.	
11	48770	Lot 35, Plan 10011	Okanagan Halfway House Society	
12	50050	Lot 22, Plan KAP10689	Resurrection Recovery Resource Society	New Applicant: New application for transitional housing for recovering addicts. Fully exempt per policy 327 as max. stay <2yrs
13	50060	Lot 23, Plan 10689	Resurrection Recovery Resource Society	
14	50070	Plan 10689, Lot 24	Resurrection Recovery Resource Society	
15	50080	Lot 25, Plan 10689	Resurrection Recovery Resource Society	
16	50650	Lot A, PL 11018	Society of Vincent De Paul of Central Okanagan	
17	55030	Lot 4, Plan 14741	Central Okanagan Emergency Shelter Society	
18	55040	Lot 5, Plan 14741	Central Okanagan Emergency Shelter Society	
19	55150	Lot A, Plan 14836	Okanagan Halfway House Society	
20	71805	Lot 1, Plan 31153	Adult Integrated Mental Health Services Society	

### Tax Exempt Properties for 2014 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
21	80873	Plan KAS2634, Lot 1	Okanagan Mental Health Services Society	
22	5476630	Plan KAP33003, Lot A	The Bridge Youth & Family Services Society	Was previously owned by Crossroads Treatment Centre Society. New Applicant: To work together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
23	6370241	Plan KAP22268, Lot D	The Bridge Youth & Family Services Society	Was previously owned by Crossroads Treatment Centre Society. New Applicant: To work together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
24	10519958	Lot 4, Plan KAS1717	Kelowna Child Care Society	
25	11097075	PCL A, Plan KAP52447, DL 136	National Society of Hope /Provincial Rental Housing Corp	

### Schedule E - Social Services

		LEGAL	REGISTERED	
NO.	ROLL NO.	DESCRIPTION	OWNER/LESSEE	RATIONALE/COMMENTS
1	4330	Lot 14, Plan 462 Block 5	Kelowna Gospel Mission Society	
2	4580	Lots 3 and 4, Blk 8, DL 139, Plan 462	Ki-Low-Na Friendship Society	
3	4830	Lot E 1/2 L 15 Plan 462, Blk 10	Kelowna Community Resources & Crisis Centre Society	Change status to fully exempt. Was previously denied a partial exemption due to Criteria #5: Portion of property is taxable as principal use of property not directly related to principle purpose of organization owning the property (lease/rental to Private Practice). This portior of the property is no longer utilized as a renta unit.
4	9900	Plan 830, Lot 2, DL 14, Blk 21 exc Parcel 2A, B1750	Canadian Mental Health Association	
5	10470	Lot 11, Plan 922	Kelowna & District S.H.A.R.E. Society	
6	16620	Lot 8, Plan 1303 & Lot 1, DL 139 PL13585 & Lot 1 DL139 PL 3585	Kelowna Community Food Bank Society	
7	26190	Lot 138, Plan 3163	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
8	45862	Lot A, Plan 9012	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status Per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
9	57060	Plan 15778, Lot B	Ki-Low-Na Friendship Society	
10	59530	Lot A, Plan 16898	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
11	66250	Lot 1, Plan 22678	Kelowna(#26) Royal Canadian Legion	Criteria #7: 32% land and improvements not exempt - Main Dining area 870 sq ft, Cooler area 92 sq ft - Total 1,786 of 5,522 sq ft
12	76262	Lot 1, Blk 6, Sec 20, Twp 26, ODYD, Plan 39580	Central Okanagan Child Development Association	
13	82144	Lot A Plan KAP86241	Kelowna & District Society for Community Living / City of Kelowna	
14	3819001	Lot 2,Plan 3306	Provincial Rental Housing Corp	
15	4918002	Lot A Plan KAP90062	Governing Council of the Salvation Army in Canada	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
16	5477053	Lot 5 Plan KAS2126	MADAY Society for Seniors	
17	6198704	Part of Lot A, Sec 26, Twp 26, ODYD, Plan 21551	Boys & Girls Clubs/City of Kelowna	Criteria #3:No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
18	6370273	Lot 19, Plan 23749	Ki-Low-Na Friendship Society	
19	6774486	Lot 2 Plan: KAS2048	Big Brothers Big Sisters of the Okanagan Society	
20	6774491	Lot:7 Plan KAS2048	Big Brothers Big Sisters of the Okanagan Society	
21	10508002	Lot 2, Plan 15777	Kalano Club of Kelowna	
22	10519925	Lot A, Plan KAP54261	Reach Out Youth Counselling & Services Society	
23	10522014	Lot 10 Plan KAS3728	Kelowna Elks Lodge No 52	
24	10707000	Lot 1, Plan 15596, Except Plan KAP73753	BHF Building Healthy Families Society	

# Schedule F - Public Park or Recreation Ground, Public Athletic or Recreational

## Tax Exempt Properties for 2014 Tax Year

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NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	571	Part DL 14 (.727 Acres) Lot A, Plan 5352	Kelowna Lawn Bowling Club /City of Kelowna	
2	37220	Lot 4, Plan 4921	Kelowna Badminton Club/City of Kelowna	
3	73507	Lot 2, Plan 32159	City of Kelowna/Kelowna Cricket Club	
4	80966	Lot B, Plan KAP76448	Kelowna Major Men's Fastball Association / City of Kelowna	No Change in Status as liquor license held by CofK not organization.
5	80967	Fr NE 1/4 Sec 17, Twp 28 SDYD, shown Amended Plan B4553, exc Plan 26911	Kelowna Curling Club / City of Kelowna	Criteria # 7: 2,000 sq ft taxable as areas primary use is liquor/food services.
6	4009000	Plan 2020, Parcel A , PCL A (KG34204)	Kelowna & District Fish & Game Club	Exempting non-commercial and non- residential class only
7	4078511	Lot 2, KAP46027	City of Kelowna	H2O Centre to be exempted except for space occupied by current tenant "Jugo Juice" which is taxed under it's own tax roll # 4078513
8	4078511	Lot 2, KAP46027	Kelowna United Football Club/City of Kelowna	New Applicant: Non-Profit organization providing an environment for the purpose of high level training, games and leagues for local youth soccer players.
9	4453000	Lot 1 & 2, Plan 3067	East Kelowna Community Hall Association	Criteria#9: Caretaker Agreement in place
10	4525505	Lot 1, KAP61083	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
11	6198705	Lot A, Plan 21551	Okanagan Gymnastic Centre / City of Kelowna	
12	6224735	Lot B, Plan KAP53836	Rutland Park Society	Criteria #5: 1,200 sq ft taxable as primary use of property not the principal purpose of the organization <u>owning</u> the property (Lease/Rental: Little Bloomers Daycare).
13	6935000	Part S 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
14	6936000	Part N 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
15	6961000	Lot Fr E 1/2 Sec 17, Twp 28 exc Plan B4553	Nature Trust of BC	Land Conservation (Parkland)

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		LEGAL	REGISTERED	
NO.	ROLL NO.	DESCRIPTION	OWNER/LESSEE	RATIONALE/COMMENTS
16	6962004	Fr NE 1/4 Sec 17, Twp 28 SDYD, shown Amended Plan B4553, exc Plan 26911	Crown Provincial/ Nature Trust of BC	Land Conservation (Parkland)
17	6962006	Lot A, Sec 17, Twp 28, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
18	6962008	Lot B, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
19	6974000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	
20	6976000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	Criteria #9: Caretaker Agreement in place
21	9461001	Lot B, DL 14, LD 41, KAP 10727	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	New Applicant: Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and educatior in skills.
22	10776000	Plan 9359, Lot 2	Kelowna Riding Club	Criteria #9: Caretaker Agreement in place
23	11029007	That part of Plan 37018, DL 136, shown as park	Central Okanagan Heritage Society/City of Kelowna	Criterion #9: 566 Sq ft taxable as residences will be excluded from otherwise tax exempt property. <i>(Rental Unit)</i>
24	11151000	Lot 1, Plan 11796	Kelowna Minor Fastball Society/City of Kelowna	
25	11501989	Lot 1, Plan 35229	Central Okanagan Small Boat Association / City of Kelowna	Criteria #9: Caretaker Agreement in place
26	12184556	Lot 1, Plan KAP69898	Okanagan Mission Community Hall Association	

## Schedule G - Cultural

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	950	Lot 1, Block 12, Plan 202	Centre Cultural François De L' Okanagan	
2	1830	Lot 49, Plan 262, Blk 15	Kelowna Canadian Italian Club	
3	38641	Lot A, Plan 5438	Okanagan Military Museum Society / City of Kelowna	
4	38644	Plan 5438, D.L. 139	Kelowna Centennial Museum Association / City of Kelowna	
5	75959	Lot 2, Plan 37880	Kelowna Music Society	Criteria #4: Majority of Program areas are not directly competing
6	77062	Lot 1, Plan 42511	City of Kelowna/Kelowna Museums Society	Change in Status. Criterion # 3: 1,300 sq ft 60% exempt (5 year phase out program) as area's primary purpose are commercial liquor sales. Per Policy 327: "Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profi businesses and will not be eligible for tax exemption." Note: The portion of the Wine Museum which is a VQA Wines store would be taxable - Approx. 60% of the Wine Museum area (1,300 sq. ft.).
7	79055	Lot 3, Plan KAP 57837, DL 139	Okanagan Regional Library / City of Kelowna Library Society	
8	79932	Lot A, Plan KAP67454	Kelowna Art Gallery/City of Kelowna	Per Policy 327-No 3rd Party lease agreement in place

### Tax Exempt Properties for 2014 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
				The following areas will be Exempt areas - (80250) Centre Society area 37,034 Theatre Kelowna 892 sq ft Okanagan Artists Alternative Association (2 areas) 2,058 sq ft Ponderosa Spinners and Weavers area 409 sq ft Music Room 520 sq. ft. Potters Addict 1589 sq ft
9	80250	Lot A, KAP67454	Kelowna Visual & Performing Arts Centre Society / City of Kelowna	Non-exempt areas - total 4,442 ft. 80251 KVPACS Bistro 1,236 sq ft 80252 Mission Dance Studio 1,185 sq ft 80255 Angie Bonten, Trina Ganson, Sara Parsons studio 350 sq ft 80256 Mal Gagnon studio area 428 sq ft 80257 Aunaray Clusiau studio area 370 sq ft 80258 Janet Stein 444 sq. Ft. 80259 Sandra Chapmen studio area 429 sq ft "My Studio" Donna Lee 350 sq ft
10	83355	Lot 1, KAP92254	Okanagan Symphony Society/City of Kelowna	New Applicant: A Registered Charity providing an environment for the purpose educating and entertaining all generations through the presentation of classical music.
11	7212624	Lot 10, KAP72245	Westbank First Nations	
12	10349220	Lot B, Plan 28112	German - Canadian Harmonie Club	Criteria #7: 4,413 sq ft taxable as areas primary purpose is liquor and or meal services
13	10768001	Lot A, Plan 6710	Roman Catholic Bishop of Nelson Pandosy Mission	

### Schedule H - Other Non-Profit Societies

Tax	Exempt Pro	perties for 2014 Ta	x rear	
NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	16670	Lot 16, Plan 1303	Kelowna Yoga House Society	Criteria #4: No Change in Status. Per Policy 327: house on property used by society & similar programs offered at Sport & Rec.
2	23360	Lot 7, Plan 2498	Columbus Holding Society	
3	28740	Lot 8, Plan 3398	Kelowna Centre for Positive Living Society	
4	70030	Lot A, Plan 28311	Columbus Holding Society	Criteria #5: Upper floor & main floor fully taxable as primary use of property not the principal purpose of the organization <u>owning</u> the property (lease/rental upper floor - Inn From the Cold, main floor Lease/Rental Taxable-Right to Life, basement 100% Exempt: Knights of Columbus
5	77364	Lot A, Plan 43658	Kelowna Sr. Citizens Society of BC	Criteria #9: Caretaker agreement in place.
6	5763001	Lot 4, Plan 5494	Kelowna General Hospital Foundation	
7	6198706	Lot A, Plan 21551, Sec 26, Twp 26, LD 41, Safety Village Lease only (.739 ac.) (Parent 06198.703)	Kelowna & District Safety Council Society / City of Kelowna	
8	6199682	Lot 2, Plan 39917	Father DeLestre Columbus (2009) Society	
9	6371365 - 6371403	Lot 1-39, Plan KAS384	The Society of Housing Opportunities and Progressive Employment BC Society for	Partial Exemption based on difference - one parcel vs. individual strata units
10	10759011	Lot 11, Plan 515, Blk 1	Prevention of Cruelty to Animals	
11	12188047	Lot B Plan 40681	Cowen, Saundra K & Heather I Henderson (Trustees: Arion Therapeutic Riding Association)	

### Tax Exempt Properties for 2014 Tax Year

# Schedule I - Partnering, Heritage or Other Special Exemption Authority

# Tax Exempt Properties for 2014 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	10388000	Lots 15 and 16, Blk. 7, Plan 415B	Central Okanagan Heritage Society	Criteria #9: Caretaker agreement in place.

Schedule	Property Classification	2014	2015	2016
A - Public Worsh	ip			
	Class 01 - Residential	26	27	28
	Class 06 - Business	11,676	12,122	12,602
	Class 08 - Recreation/Non- Profit	281,603	292,362	303,971
	Total Municipal Taxes	\$293,305	\$304,511	\$316,601
B - Private Schoo	bls			
	Class 01 - Residential	1,157	1,201	1,249
	Class 06 - Business	145,962	151,540	157,556
	Class 08 - Recreation/Non- Profit	14,563	15,119	15,718
	Total Municipal Taxes	\$161,682	\$167,860	\$174,523
C - Hospitals	<u> </u>	. ,		
• • • • •	Class 01 - Residential	32,248	33,480	34,808
	Class 06 - Business	81,980	85,112	88,491
	Class 08 - Recreation/Non- Profit	0	0	0
	Total Municipal Taxes	\$114,228	\$118,592	\$123,299
D - Special Needs		. , .	· · · · · · · · · · · · · · · · · · ·	
	Class 01 - Residential	49,039	50,911	52,934
	Class 06 - Business	5,500	5,710	5,937
	Class 08 - Recreation/Non-	-,		
	Profit	0	0	0
	Total Municipal Taxes	\$54,539	\$56,621	\$58,871
E - Social Service				
	Class 01 - Residential	11,530	11,971	12,447
	Class 06 - Business	164,204	170,475	177,244
	Class 08 - Recreation/Non- Profit	2,189	2,273	2,363
	Total Municipal Taxes	\$177,923	\$184,719	\$192,054
F - Public Park or	Recreation Ground, Public Athletic or		·	
	Class 01 - Residential	63,816	66,254	68,883
	Class 06 - Business	506,723	526,081	546,966
	Class 08 - Recreation/Non-	,	,	
	Profit	80,709	83,791	87,118
	Total Municipal Taxes	\$651,248	\$676,126	\$702,967
G - Cultural	· · · ·		<u> </u>	
	Class 01 - Residential	7	7	7
	Class 06 - Business	243,912	253,229	263,282
	Class 08 - Recreation/Non-	,	· · · · ·	· · · · ·
	Profit	8,772	9,107	9,469
	Total Municipal Taxes	\$252,691	\$262,343	\$272,758

# Schedule J - Estimated Municipal Property Tax Impact For the Years 2014 - 2016

Schedule <sup>1</sup>	Property Classification	2014	2015	2016
H - Other Non-P	rofit Societies			
	Class 01 - Residential	9,182	9,532	9,910
	Class 06 - Business	30,001	31,146	32,381
	Class 08 - Recreation/Non-			
	Profit	4,281	4,445	4,622
	Total Municipal Taxes	\$43,464	\$45,123	\$46,913
I - Partnering, H	eritage or Other Special Exemption Au	thority		
	Class 01 - Residential	96	100	104
	Class 06 - Business	5,098	5,293	5,503
	Class 08 - Recreation/Non-			
	Profit	0	0	0
	Total Municipal Taxes	\$5,194	\$5,393	\$5,607
Total Impact				
	Class 01 - Residential	167,101	173,483	180,370
	Class 06 - Business	1,195,056	1,240,708	1,289,962
	Class 08 - Recreation/Non-			
	Profit	392,117	407,097	423,261
	Total Municipal Taxes	\$1,754,274	\$1,821,288	\$1,893,593

<sup>&</sup>lt;sup>1</sup> Schedules A, B & C include the land assessed values of the buildings footprint which is a general exemption.