

City of Kelowna

Regular Council Meeting

AGENDA



Monday, September 29, 2014

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. Confirmation of Minutes

6 - 21

Regular PM Meeting - September 15, 2014

3. Public in Attendance

3.1 Paddle Centre Update

22 - 39

4. Development Application Reports & Related Bylaws

4.1 Agricultural Land Reserve Appeal No. A14-0007 - 1185 McKenzie Road, David Sollosy & Cynthia Davis

40 - 53

Mayor to invite the Applicant or Applicant's Representative to come forward.

To consider a staff recommendation NOT to exclude 1185 McKenzie Road from the Agricultural Land Reserve (ALR).

4.2 Agricultural Land Reserve Appeal No. A14-0008 - 1670 DeHart Road, Jane Hatch

54 - 64

To obtain approval from the Agricultural Land Commission (ALC) for a subdivision under the *ALC Act*, to allow for the subdivision of 283.5 square metres of 1670 Dehart Road for the use of a columbarium for the Immaculate Conception Church Cemetery.

4.3 Text Amendment No. TA14-0017 - Norr Architexts Planners, Bryce Tupper

65 - 84

To amend the existing CD18 Vintage Landing Comprehensive Resort

	Development zone with a renamed/revised CD18 - McKinley Beach Comprehensive Resort Development zone which reduces and refines the permitted uses and provides greater clarification to the regulations pertaining to the development of "McKinley Beach".	
4.3.1	Bylaw No. 11012 (TA14-0017) - Vintage Landing Comprehensive Reosrt Development	85 - 92
	To give Bylaw No. 11012 first reading.	
4.4	Official Community Plan Amendment Application No. OCP14-0013 & Rezoning Application No. Z14-0027 - 310 & 320 Strathcona Avenue, Meiklejohn Architects	93 - 130
	To consider the proposed OCP and Zone Amendments in order to accommodate a 3.5 storey mixed use health services building.	
4.4.1	Bylaw No. 11005 (OCP14-0013) - 310 and 320 Strathcona Avenue, Dr. Heather Martin Inc. and City of Kelowna	131 - 131
	Requires a majority of all members of Council (5) To give Bylaw No. 11005 first reading.	
4.4.2	Bylaw No. 11006 (Z14-0027) - 310 and 320 Strathcona Avenue, Dr. Heather Martin Inc. and City of Kelowna	132 - 132
	To give Bylaw No. 11006 first reading.	
4.5	Rezoning Application No. Z13-0044 - City Parks, City of Kelowna	133 - 137
	To rezone 26 properties from various zonings to P3 – Parks and Open Space in order to recognize their current use as parks.	
4.5.1	Bylaw No. 11014 - Various Addresses, City of Kelowna	138 - 142
	To give Bylaw 11014 first reading.	
4.6	Text Amendment No. TA14-0016 - Health District Amendments	143 - 148
	To consider proposed bylaw amendments to clarify interpretation and consistency for the Health District 2 (HD2) and Health Services Transitional 3 (HD3) zone regulations.	
4.6.1	Bylaw No. 10997 (TA14-0016) - Amendments to Health District Zone in the City of Kelowna Zoning Bylaw No. 8000	149 - 153
	To give Bylaw No. 10997 first reading.	
4.7	Text Amendment No. TA14-0018 - City of Kelowna	154 - 157
	To amend the P1- Major Institutional zone to allow Non-accessory Parking as a secondary use.	

4.7.1	Bylaw No. 11013 (TA14-0018) - Amendments to the Zoning Bylaw No. 8000 - Section 16 - Public and Institutional Zones	158 - 158
	To give Bylaw No. 11013 first reading.	
4.8	Rezoning Application No. Z14-0030 - 519-539 Truswell Road, GTA Architecture	159 - 171
	To consider rezoning the subject properties from the RU1 – Large Lot Housing zone to the C9 – Tourist Commercial zone to accommodate the development of a 6 storey mixed use (residential/commercial) development.	
4.8.1	Bylaw No. 11015 (Z14-0030) - 519, 529 and 539 Truswell Road, MKS Resources Inc.	172 - 172
	To give Bylaw No. 11015 first reading.	
4.9	Rezoning Application No. Z12-0046 - 1350 St. Paul Street, Joseph Higgins	173 - 175
	To extend the date of adoption of Zone Amending Bylaw No. 10757 from October 2, 2014 to February 2, 2015.	
4.10	Development Permit Application No. DP14-0152 - 505 Doyle Avenue, David Roche (Bentall Kennedy)	176 - 216
	To consider a development permit application for the proposed Interior Health Authority building located on the subject parcel	
4.11	Official Community Plan Amendment No. OCP14-0012 and Rezoning Application No. Z14-0025 - 1650 KLO Road, Danco Developments Ltd.	217 - 217
	To give initial consideration to the Official Community Plan and Zoning Amending Bylaws in order to forward the application to a Public Hearing.	
4.11.1	Bylaw No. 11007 - 1650 KLO Road, Danco Developments Ltd.	218 - 219
	Requires a majority of all members of Council (5)	
	To give Bylaw No. 11007 first reading.	
4.11.2	Bylaw No. 11008 - 1650 KLO Road, Danco Developments Ltd.	220 - 221
	To give Bylaw No. 11008 first reading.	
5.	Bylaws for Adoption (Development Related)	
5.1	Bylaw No. 10833 (TA13-0004) - Pier Mac Petroleum Intallation Ltd. - 1760, 2025 and 2137 Quail Ridge Boulevard	222 - 222
	To adopt Bylaw No. 10833 in order to amend the City of Kelowna Zoning Bylaw No. 8000.	
5.2	Bylaw No. 10989 (Z14-0017) - Comfortcrafted Homes Inc. - 815 Juniper Road	223 - 224

To adopt Bylaw No. 10989 in order to rezone the subject property from the RU1 - Large Lot Housing Zone to the RU6 - Two Dwelling Housing zone.

- 5.3 Bylaw No. 10995 (TA14-0009) - Amendment to Zoning Bylaw No. 8000 - Boat Signage Definition 225 - 226

To adopt Bylaw No. 10995 in order to amend the definition of 'Boat Storage' in Section 2 of Zoning Bylaw No. 8000.

- 5.4 Bylaw No. 10856 (OCP13-0005) - 1982 Kane Road, Ralsanen Construction Ltd 227 - 228

Requires a majority of all members of Council (5).

To adopt Bylaw No. 10856 in order to change the future land use designation of portions of the subject property from the MRL - Multiple Unit Residential (Low Density) and MRM - Multiple Unit Residential (Low Density), and MRM - Multiple Unit Residential (Medium Density) designations.

- 5.5 Bylaw No. 10857 (Z13-0006) - 1982 Kane Road, Ralsanen Construction Ltd. 229 - 230

To adopt Bylaw No. 10857 in order to rezone portions of the subject property from the A1 - Agriculture zone to the C3 - Community Commercial, RM1 - Four Dwelling Housing, RM3 - Low Density Multiple Housing and RM5 - Medium Density Multiple Housing zones.

6. Non-Development Reports & Related Bylaws

- 6.1 Memorandum of Understanding - Grant for French Library Material 231 - 237

The Memorandum of Understanding provides that the City agrees to forward funds received from the Province of British Columbia, Intergovernmental Relations Secretariat Francophone Affairs Program (FAP) to the Okanagan Regional Library (ORL) to purchase French Language materials and to forward to FAP by March 2015 evidence of project deliverables as provided to the City of Kelowna by ORL.

- 6.2 Overview of 2015 Arts, Culture & Heritage Grants 238 - 274

To provide an overview of grant programs and processes to be administered by the Cultural Services Branch for 2015. In early 2015, following the grant adjudication process, staff will provide the list of 2015 recipients and a summary of achievements, benefits and impacts arising from grants awarded in 2014.

- 6.3 Gillard Mountain Biking Trail Network 275 - 278

To provide the Mountain Bikers of the Central Okanagan with a letter of support for their Section 57 Application to legalize the Gillard Mountain Biking Trail network.

- 6.4 Fortune Marketing Lease 279 - 326

To authorize a lease agreement with Fortune Marketing Inc. for a +/-874 sf commercial space in the Chapman Parkade.

6.5 Non Market Lease - Kelowna Outrigger Canoe Club Association 327 - 391

To approve a lease of City-owned lands at 3020, 3030, 3040 and 3050 Abbott Street (the "Subject Properties", as shown in Schedule A) to the Kelowna Outrigger Canoe Club Association (the "Paddle Center") for a term of 5 years with two 2-year renewal terms

6.6 Proposed Road Closure - Portion of Lane Adjacent to 551 Glenwood Avenue 392 - 397

To close a portion of lane adjacent to and as requested by the owner of 551 Glenwood Avenue to facilitate the development of a mixed use commercial building.

6.6.1 Bylaw No. 10798 - Road Closure Bylaw - Portions of Lane adjacent to 551 Glenwood Avenue 398 - 399

To give Bylaw No. 10798 first, second and third readings.

7. Bylaws for Adoption (Non-Development Related)

7.1 Bylaw No. 10932 - Road Closure Bylaw and Removal of Highway Dedication Bylaw - Portion of Laneway between St. Paul and Richter Streets 400 - 401

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 10932 in order to permanently close and remove the highway dedication of a portion of laneway between St. Paul Street and Richter Street

8. Mayor and Councillor Items

9. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, September 15, 2014
 Location: 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: City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Manager, Urban Planning, Ryan Smith*; Manager, Subdivision, Agriculture & Environment Services, Todd Cashin*; Supervisor, Urban Planning, Lindsey Ganczar*; Manager, Park & Building Planning, Terry Barton*; Property Manager, John Saufferer*; and Council Recording Secretary, Tania Tishenko

(*denotes partial attendance)

1. Call to Order

Mayor Gray called the meeting to order at 1:37 p.m.

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 Zimmermann/Seconded By Councillor Given

R653/14/09/15 THAT the Minutes of the Regular Meeting of September 8, 2014 be confirmed as circulated.

Carried

3. Public In Attendance

3.1. Presentation of International Award

Manager, Park & Building Planning, Terry Barton

- Presented Council with the 2014 International Award for the Bernard Avenue Revitalization Project.

Mayor Gray:

- Referenced the UBCM Long Service Award Councillor Hobson will receive at next week's UBCM Convention in Whistler.

4. Development Application Reports & Related Bylaws

4.1. Official Community Plan Amendment Application No. OCP14-0012 & Rezoning Application No. Z14-0025 - 1650 KLO Road, Danco Developments Ltd.

Staff:

- Displayed a PowerPoint presentation summarizing the application and reasons for staff non-support.
- Responded to questions from Council.

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

Mr Grant Maddock, Danco Developments Ltd., Representative

- Spoke to merits of application.
- Responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Zimmerman

R654/14/09/15 THAT Official Community Plan Bylaw Amendment No. OCP14-0012 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of part of Lot 3 District Lot 131 ODYD Plan

KAP77109 from the Resource Protection Area (REP) to Single/Two Unit Residential be considered by Council;

AND THAT Rezoning Application No. Z14-0025 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of part of Lot 3 District Lot 131 ODYD Plan KAP77109 from the RR3 - Rural Residential 3 to RU3 - Small Lot Housing be considered by Council;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Subdivision, Agriculture & Environment Services, dated August 25, 2014;

AND THAT the Official Community Plan Bylaw Amendment and 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 FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the issuance of a Preliminary Layout Review by the City of Kelowna's Subdivision Approving Officer.

Carried

Opposed - Councillors Given & Hobson

4.2. Heritage Revitalization Agreement HRA14-0001 - 2056 Pandosy Street, Alan Monk & Diana Monk

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Hobson/Seconded By Councillor Basran

R655/14/09/15 THAT Council consider a bylaw which would authorize the City of Kelowna to repeal Bylaw No. 8753 - Heritage Revitalization Agreement Authorization Bylaw for the property legally known as Lot 2, Block 8, District Lot 14, ODYD, Plan 348, except Plan KAP77340, located at 2056 Pandosy Street, Kelowna, BC;

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

Carried

4.2.1. Bylaw No. 11002 - Repeal Heritage Revitalization Agreement Authorization Bylaw No. 8753 - 2056 Pandosy Street

Moved By Councillor Zimmermann/Seconded By Councillor DeHart

R656/14/09/15 THAT Bylaw No. 11002 be read a first time.

Carried

4.3. Official Community Plan Amendment Application No. OCP14-0017 & Rezoning Application No. Z14-0032 - Abbott Street and Walnut Street, City of Kelowna

Councillor Hobson declared a conflict of interest as he has a family member living in the immediate area and left the meeting at 2:19 p.m.

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Zimmermann/Seconded By Councillor Blanleil

R657/14/09/15 THAT Official Community Plan Amendment Application No. OCP14-0017 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of the subject properties described in Table 1 within Schedule "A" and shown on Map "A" from MXR - Mixed Use (Residential / Commercial) to PARK - Major Park and Open Space, as shown on Map "A" attached to the Report of Urban Planning Department dated September 2nd 2014, be considered by Council;

AND THAT Rezoning Application No. Z14-0032 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of the subject properties described in Table 2 within Schedule "A" and shown on Map "B" from the RU1 - Large Lot Housing zone to the P3 - Parks and Open Space, be considered by Council;

AND THAT Rezoning Application No. Z14-0032 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of the subject properties described in Table 3 within Schedule "A" and shown on Map "B" from the RU3 - Small Lot Housing zone to the P3 - Parks and Open Space, be considered by Council;

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

Carried

4.3.1. Bylaw No. 11003 (OCP14-0017) - 3020, 3030, 3040, 3050, 3060, 3070, & 3080 Abbott Street and (W of) Cedar Avenue, 3090, 3096, & 3098 Walnut Street and 252 Meikle Avenue, City of Kelowna

Moved By Councillor DeHart/Seconded By Councillor Zimmermann

R658/14/09/15 THAT Bylaw No. 11003 be read a first time;

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

Carried

4.3.2. Bylaw No. 11004 (Z14-0032) - 3020, 3030, 3040, 3050, 3060, 3070, & 3080 Abbott Street and (W of) Cedar Avenue, 3090, 3096, & 3098 Walnut Street and 252 Meikle Avenue, City of Kelowna

Moved By Councillor Stack/Seconded By Councillor Given

R659/14/09/15 THAT Bylaw No. 11004 be read a first time.

Carried

5. Bylaws for Adoption (Development Related)

5.1. Bylaw No. 10980 (OCP14-0014) - Amendment to Chapter 4 - Future Land Use for a new Health District (HLTH) Designation

Moved By Councillor Given/Seconded By Councillor Stack

R660/14/09/15 THAT Bylaw No. 10980 be adopted.

Carried

Councillor Hobson rejoined the meeting at 2:26 p.m.

5.2. Bylaw No. 10981 (TA14-0010) - Text Amendment to City of Kelowna Zoning Bylaw No. 8000

Moved By Councillor Hobson/Seconded By Councillor Singh

R661/14/09/15 THAT Bylaw No. 10981 be adopted.

Carried

6. Non-Development Reports & Related Bylaws

6.1. Thomson Farm Lease

Staff:

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

Moved By Councillor Hobson/Seconded By Councillor Given

R662/14/09/15 THAT Council approves the City entering into a ten (10) year Lease Agreement, with Colin Thomson, for the lease of City-owned farm land, with the option to renew for two (2) additional five (5) year terms, in the form attached to the Report of the Manager, Property Management, dated August 19, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the Lease Agreement.

Carried

6.2. Proposed Road Closure - Portion of Laneway between St. Paul and Richter Streets

Moved By Councillor Given/Seconded By Councillor Singh

R663/14/09/15 THAT Council receives the Report from the Manager, Real Estate Services, dated September 15, 2014, recommending that Council adopt the proposed road closure of a portion of land between St. Paul Street and Richter Street;

AND FURTHER THAT Bylaw No. 10932, being proposed road closure of a portion of land between St. Paul Street and Richter Street, is given reading consideration.

Carried

**6.2.1. Bylaw No. 10932 - Road Closure and Removal of Highway Dedication
Bylaw - Portion of Laneway between St. Paul and Richter Streets**

Moved By Councillor Hobson/Seconded By Councillor Singh

R664/14/09/15 THAT Bylaw No. 10932 be read a first, second and third time.

Carried

7. Bylaws for Adoption (Non-Development Related)

7.1. Bylaw No. 10985 - Amendment No. 21 to City of Kelowna Sign Bylaw No. 8235

Moved By Councillor Blanleil/Seconded By Councillor Basran

R665/14/09/15 THAT Bylaw No. 10985 be adopted.

Carried

8. Mayor and Councillor Items

Councillor Stack:

- Spoke to correspondence received from Kelowna United Soccer Club regarding the success of the covered indoor soccer facility.

Moved By Councillor Stack/Seconded By Councillor Blanleil

R666/14/09/15 THAT Council direct staff to invite Kelowna United Soccer Club to a future afternoon Council meeting to speak of the success of the facility.

Carried

- Congratulated Shane and Lisa Worman for their long time volunteer efforts and success with the Terry Fox Run where over \$100,000 was raised for cancer research this year.

Councillor DeHart:

- Spoke to her attendance on behalf of Kelowna City Council at the completion of the Cops for Kids Ride.

Councillor Singh:

- Spoke to October 1st being National Seniors Day and being master of ceremonies at “An Afternoon of Elegance Fashion & Music in Honor of International Day of Older Persons” at Sparkling Hills Resort.

Mayor Gray:

- Made reference to media article from the Vernon Morning Star regarding increase in criminal activities in Vernon and lack of Vernon RCMP resources for prolific criminals.
- Noted Kelowna made the conscious decision to increase the number of RCMP members in the Kelowna Detachment a few years ago.

9. Termination

This meeting was declared terminated at 2:47 p.m.

Mayor

/tt

Steph Train

City Clerk



A place for everyone

New place in town



I. Highlights

II. Vision

III. What we need to
achieve this
vision





Outrigger Canoe



Stand Up Paddle Board



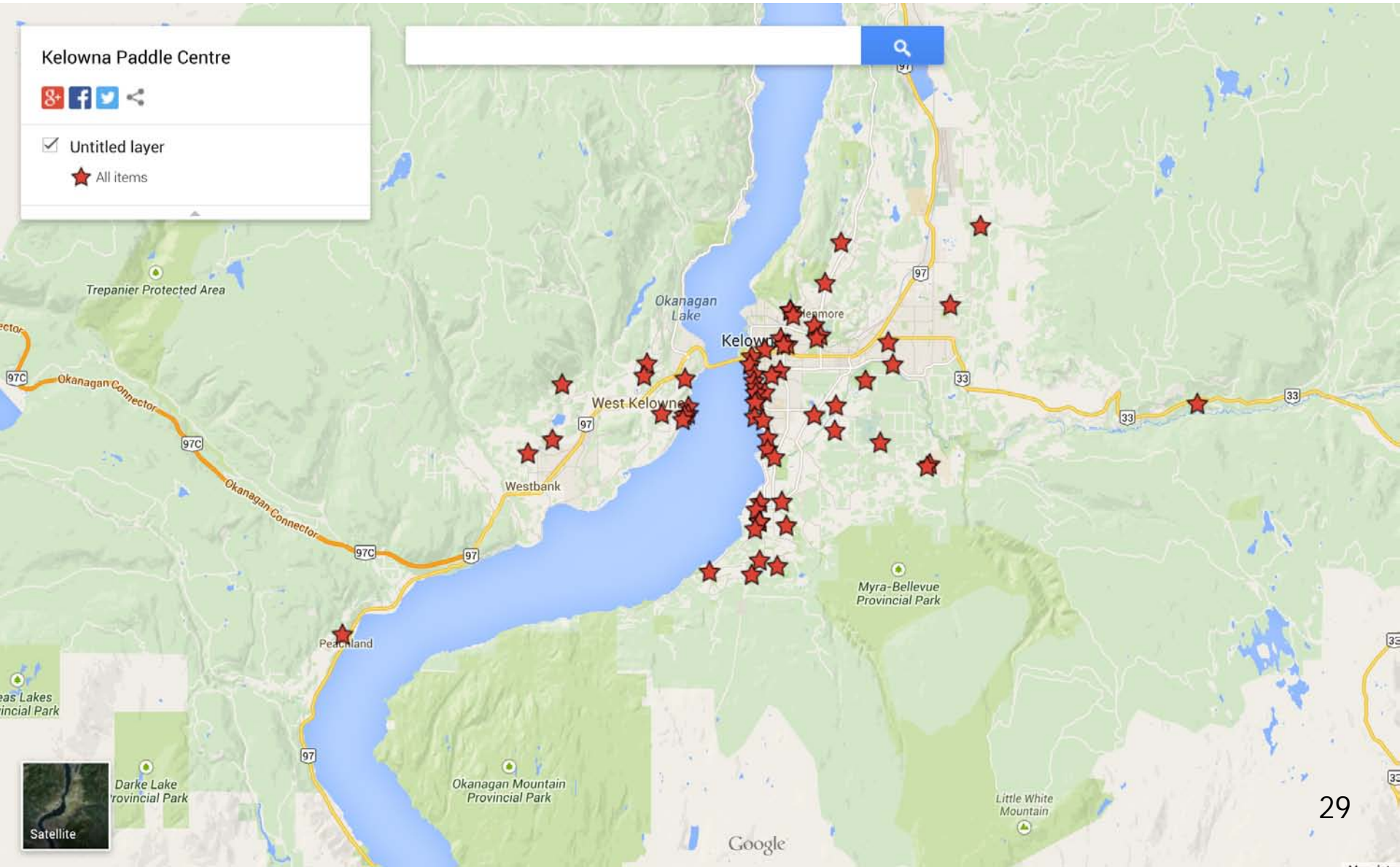
Canoe Kayak

✦ 90 members

✦ Ages 5-70



Geographic distribution





KELOWNA
paddle
CENTRE

Home of
national
and world
champions





Learn to Paddle Programs

- ◆ 150 kids, 50 adults
- ◆ Camps / schools
- ◆ 180 drop in visits



Current Home - 3050 Abbott



Parking



Paddle & Pint



*Thursdays @ 5:30pm KPC
Pint's @ Mission Tap House*

Good Neighbour



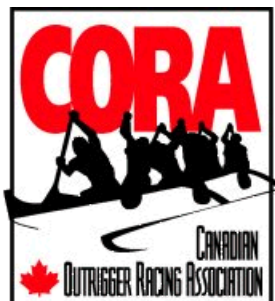
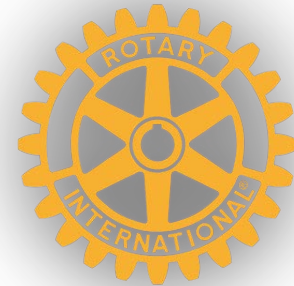
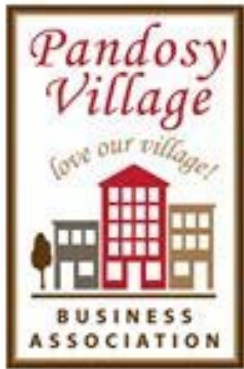
storage



Our Team



Relationship Building



Vision

- ✦ To be the hub of Paddle Sport in the Okanagan
- ✦ To build a place for everyone to enjoy a healthy active lifestyle on the lake.



Ultimately, our vision is to have KPC be fully integrated into a public park. Open and accessible to all.



Community Benefits with
Kelowna Paddle Centre =
City's Official Community Plan Goals



What we need to achieve this vision and these benefits

- ✦ Strong leadership
- ✦ Strong partnerships
- ✦ Space





REPORT TO COUNCIL



Date: 9/15/2014

RIM No. 1210 - 21

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Application: A14-0007 **Owners:** David R. Sollosy
Cynthia L. Davis

Address: 1185 McKenzie Road **Applicants:** David R. Sollosy
Cynthia L. Davis

Subject: Agricultural Land Reserve (ALR) Exclusion

Existing OCP Designation: Resource Protection Area

Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal Application No. A14-0007 for *Lot 1 Section 25 TWP 26 ODYD Plan 25343*, located at *1185 McKenzie Road* for an exclusion, pursuant to Section 30(1) of the *Agricultural Land Commission Act*, NOT be supported by Municipal Council;

AND THAT the Municipal Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

2.0 Purpose

To consider a staff recommendation NOT to exclude 1185 McKenzie Road from the Agricultural Land Reserve (ALR).

3.0 Subdivision, Agriculture & Environment Services

Staff notes that the subject property was subdivided in 1974 as a homesite for family members. It was subsequently sold and purchased by the current owners in 1993. The current owners have indicated that it wasn't their intention to farm the property, but they wanted to provide a rural living experience for their children. The property does not have farm classification status according to BC Assessment.

The policy of subdividing homesite parcels in the Agricultural Land Reserve was initiated to enable farmers to retire in their homes without the responsibility of operating the farm. The provisions of homesites, where the owners qualify, has been supported by the ALC and the City of Kelowna.

The intended future land use plan for homesites is that they stay in the Agricultural Land Reserve as rural residential properties. At its creation, the ALR intentionally included smaller parcels

among larger, contiguous parcels within the ALR, to avoid potential land use conflicts of an urban / rural interface, and potential resulting pressure on adjacent farming operations.

The Official Community Plan and Agriculture Plan both state that exclusions will generally not be supported (Section 5.0, below). The Resource Protection Area future land use discourages further densification or parcelization regardless of property size.

4.0 Proposal

4.1 Background

The subject property is located south of McKenzie Road on the "McKenzie Bench" in the Belgo - Black Mountain Sector of the City. The site area is 0.38 hectares (0.96 acres) and the site elevation varies between 506 m and 509 m. The soils in this area are Class 6 with improved ratings of Class 3 according to the land inventory (see attached Canada Land Inventory information). Soil limitations include "droughtiness" and "stoniness" and lack of nutrients in the other.

The subject property is encumbered by a utility right of way (Black Mountain Irrigation District) which provides the east/west connection of a water pipeline through it. The land within the right of way cannot support buildings or structures.

While the subject property does have road frontage on McKenzie Road, no direct access presently exists. Instead the parcel is accessed from the west from an access road off of McKenzie.

4.2 Project Description

The applicants are requesting permission from the Agricultural Land Commission (ALC) to exclude 1185 McKenzie Road, with an area of 0.39 ha (.96 ac), from the Agricultural Land Reserve (ALR).

The applicants wish to exclude their property for a number of reasons, as noted in their letter of rational. The letter (attached) states:

- The farm is too small to farm and rocky;
- A gully was filled in due to a water line installed through the property; and
- The neighbourhood character is changing.

Staff notes that this is an exclusion application only at this time, and no future land use changes are being applied for or contemplated.

The applicants have posted signage and provided notification to neighbours in accordance with the ALC policy for exclusions. City of Kelowna staff have received one letter from a neighbour in opposition to the application.

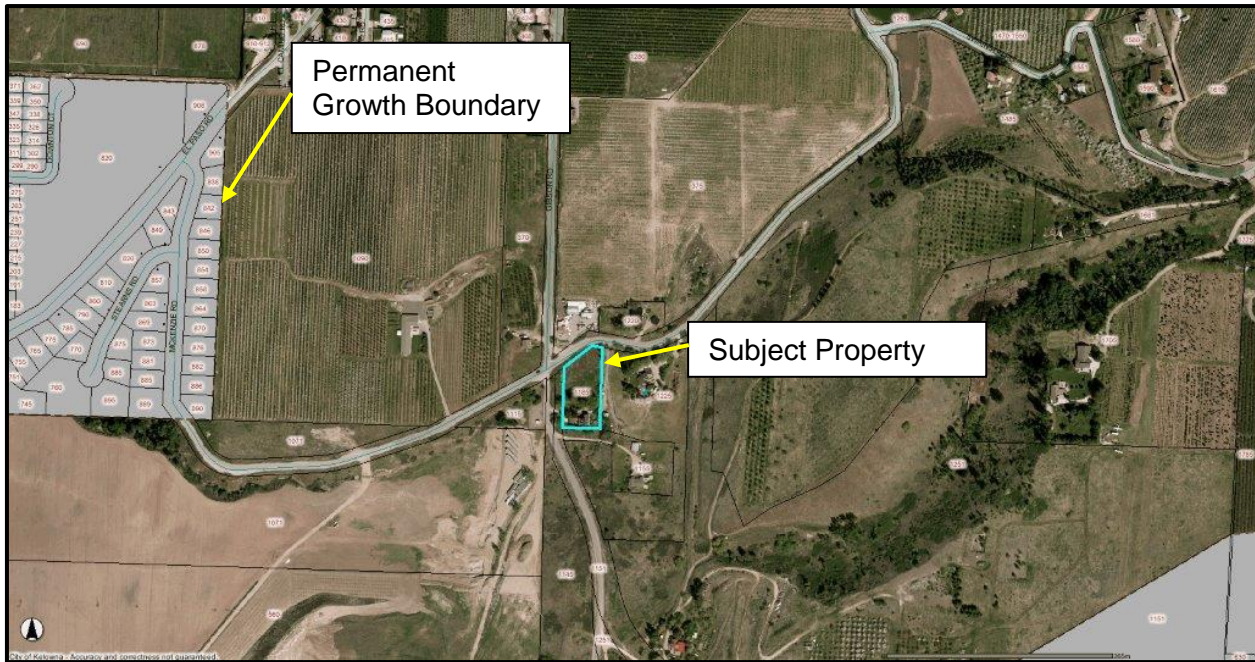
4.3 Site Context

The subject property is located along the McKenzie Bench, in the Belgo - Black Mountain Sector of the City, and is outside the Permanent Growth Boundary.

4.4 Current and Historical Land Use

The subject property has a current land use of rural residential. The owners purchased the property in 1993, and have had chickens, geese, ducks and pot bellied pigs in the past. No significant farming activity has occurred on the property since at least 1995. The property does not have farm status.

Map 1: Permanent Growth Boundary



4.5 Neighbourhood Context

The subject property is on the McKenzie Bench, south of Gibson Road, in Rutland.

Map 2: Neighbourhood Context



4.6 Subject Property

The subject property is at the corner of Gibson and McKenzie Roads.

Map 3: Subject Property

4.7 Parcel Summary

The parcel summary is noted below.

1185 McKenzie Road

Parcel Size: 0.39 ha (.96 ac),
Elevation: 505.5 m.a.s.l. to 509.5 m.a.s.l.

4.8 Zoning of Adjacent Property

The zoning of adjacency properties is outlined in the table below:

Table: Zoning of Adjacent Property

<i>Direction</i>	<i>Zoning Designation</i>	<i>Land Use</i>
North	A1- Agricultural	Agricultural
East	A1- Agricultural	Agricultural Rural Residential
South	RR2 - Rural Residential A1- Agricultural C5 - Commercial	Rural Residential Agricultural
West	A1- Agricultural	Agricultural Public Utilites

The property is surrounded by properties in the ALR, as shown in Map 4, below.

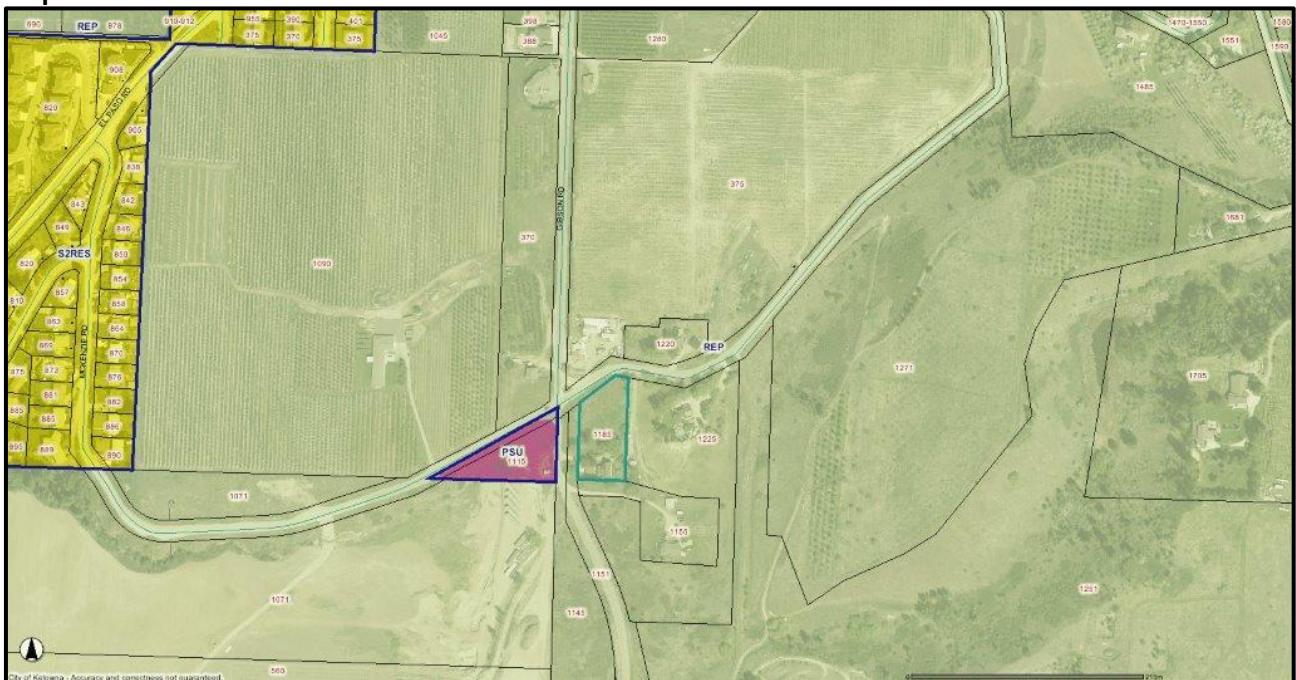
Map 4: ALR



4.9 Future Land Use

The subject property has a future land use of Resource Protection Area (REP), and it is surrounded by properties of the same designation, with the exception of the BMID property to the west, which is designated Public Services and Utilities. The properties 0.4 kilometre to the west have a future land use designation of Single / Two Unit Residential.

Map 5: Future Land Use



The topography is shown in the map below. Contours indicate that the slope rises from the west to the east at a consistent 11% through the property. Adjacent McKenzie Road, a culvert runs under the road from approximately 68 metres to the east, bypasses the property and emerges across the road to the west.

Map 6: Topography



There is an easement for a water line running through the property, from northeast to southwest, roughly in the middle of the property.

Map 7: Easements



5.0 Current Development Policies

5.1 Kelowna City of Kelowna Agriculture Plan (1998)

ALR Application Criteria¹

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

New Growth Areas². Discourage the establishment of new growth areas within or beyond agricultural areas that create additional traffic pressure on the local rural road network.

Farmland Preservation³. Direct urban land uses to areas within the permanent growth boundary, in order to reduce development and speculative pressure. This is to encourage the preservation of agricultural lands and discourage further extension of existing urban areas into agricultural lands.

Urban Buffers. Require new development, adjacent to agricultural areas, to establish setbacks, fencing and landscape buffers on the urban side of the defined urban - rural/agricultural boundary.

Parcel Size: Agricultural Land⁴. Discourage the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated.

Parcel Size: Non - Agricultural Land⁵. Discourage subdivision to smaller parcel sizes on lands beyond agricultural areas in order to reduce negative impacts on the farming community and encourage the Central Okanagan Regional District and the Ministry of Environment, Land and Parks to consider maintaining larger minimum parcel sizes for Crown Lands within and adjacent to the City in recognition of the provincial interest in retaining farming.

Isolated Development. In general, not support extensions to existing development or new development isolated within agricultural areas, regardless of ALR status.

5.2 Kelowna Official Community Plan (OCP)

Land Use Designation Definitions

Resource Protection Area⁶

Generally land areas within this designation (whether they are within the permanent growth boundary or not) will not be supported for exclusion from the ALR or for more intensive development than that allowed under current zoning regulations, except in specific circumstances where the City of Kelowna will allow exceptions to satisfy civic objectives for the provision of park/recreation uses. Minimum parcel size for ALR land is 2.0 ha and non-ALR land is 4.0 ha as indicated in the A1 Agricultural Zone of Zoning Bylaw 8000.

¹ City of Kelowna Agriculture Plan. 1998. P. 130.

² City of Kelowna Agriculture Plan (1998); p. 99.

³ City of Kelowna Agriculture Plan (1998); p. 131 & 132.

⁴ City of Kelowna Agriculture Plan (1998); p. 131 & 132.

⁵ City of Kelowna Agriculture Plan (1998); p. 131 & 132.

⁶ City of Kelowna 2030 Official Community Plan. Future Land Use Chapter. P. 4.2.

Permanent Growth boundary⁷

Lands within the permanent growth boundary may be considered for urban uses within the 20 year planning horizon ending 2030. Lands designated as Future Urban Reserve within the permanent growth boundary may be considered for urban uses beyond 2030. Lands outside the permanent growth boundary will not be supported for urban uses.

Chapter 5 - Development Process

Objective 5.3 Focus development to designated growth areas.

Policy .1 Permanent Growth Boundary⁸. Establish a Permanent Growth Boundary as identified on Map 4.1 and Map 5.2. Support development of property outside the Permanent Growth Boundary for more intensive uses only to the extent permitted as per the OCP Future Land Use designations in place as of initial adoption of OCP Bylaw 10500, except as per Council's specific amendment of this policy. Resource Protection Area designated properties not in the ALR and outside the Permanent Growth Boundary will not be supported for subdivision below parcel sizes of 4.0 ha (10 acres). The Permanent Growth Boundary may be reviewed as part of the next major OCP update.

Agricultural Land Use Policies

Objective 5.33 Protect and enhance local agriculture⁹.

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 .2 ALR Exclusions. The City of Kelowna will not forward ALR exclusion applications to the ALC except in extraordinary circumstances where such exclusion is otherwise consistent with the goals, objectives and other policies of this OCP. Soil capability alone should not be used as justification for exclusion.

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.

⁷ City of Kelowna 2030 Official Community Plan. Future Land Use Chapter. P. 4.6.

⁸ City of Kelowna 2030 Official Community Plan. Development Process Chapter. P. 5.2.

⁹ City of Kelowna 2030 Official Community Plan: Agricultural Land Use Policies Chapter. P. 5.35.

5.3 City of Kelowna Strategic Plan

Objective¹⁰: Sensitively integrate new development with heritage resources and existing urban, agricultural and rural areas.

Action towards this objective¹¹: Evaluate the effectiveness of City policies and bylaws in preserving agricultural lands.

6.0 Technical Comments

The referral comments from external agencies and City departments are noted in the sections below.

6.1 Ministry of Agriculture

This application appears to be an exclusion application for lands within the ALR and therefore the Ministry of Agriculture defers to the decision making processes of the ALC.

Should this application be supported by the ALC the Ministry requests an opportunity to make comment regarding zoning changes, bylaw application, placement of covenants and other land use matters focused on reducing the urban/rural conflict.

6.2 Policy and Planning

The application as circulated does not provide any significant rationale or justification in support of an exclusion. While the parcel is not large, it is set within a large, contiguous area of productive agricultural lands. Without supporting rationale, exclusion of the subject property from the ALR runs contrary to OCP policy direction, which seeks to protect and enhance agricultural lands.

6.3 Interior Health Authority

The Interior Health Authority provided comments with concerns including:

- potential future food production for food security;
- BC Interior's projected population growth, and need for local food supply; and
- growing reliance on food from outside Canada.

The letter also commented that more and more small parcels are being successfully farmed, and:

- Suggests an agrology assessment to determine agricultural capabilities.

The letter is attached to this report.

6.4 Development Engineering Branch

No comments on this application.

¹⁰ City of Kelowna Strategic Plan. 2004. P. 7.

7.0 Application Chronology

Date of Application Received: June 27, 2014

Agricultural Advisory Committee August 28, 2014

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting on August 28, 2014 and the following recommendation was passed:

RECOMMENDATION (ITEM 1- 1185 McKenzie Road)

MOVED BY Leo Gebert/SECONDED BY Pete Spencer

THAT the Agricultural Advisory Committee recommends that Council **NOT** support an application to the Agricultural Land Commission to exclude 1185 McKenzie Road, with an area of 0.39 ha (.96 ac) from the Agricultural Land Reserve.

CARRIED

ANECDOTAL COMMENT:

The Agricultural Advisory Committee did not support the application for exclusion from the Agricultural Land Reserve as the Committee Members expressed a concern that there is no benefit to agriculture. The Committee does not have a mandate to support applications that could result in financial assistance for the sole benefit of one (1) property owner. The Committee Members did not feel the arguments presented were strong enough to support exclusion.

Report prepared by:

Melanie Steppuhn, Land Use Planner

Reviewed by:

☐

Todd Cashin, Manager, Subdivision, Agriculture & Environment Services

Approved for inclusion:

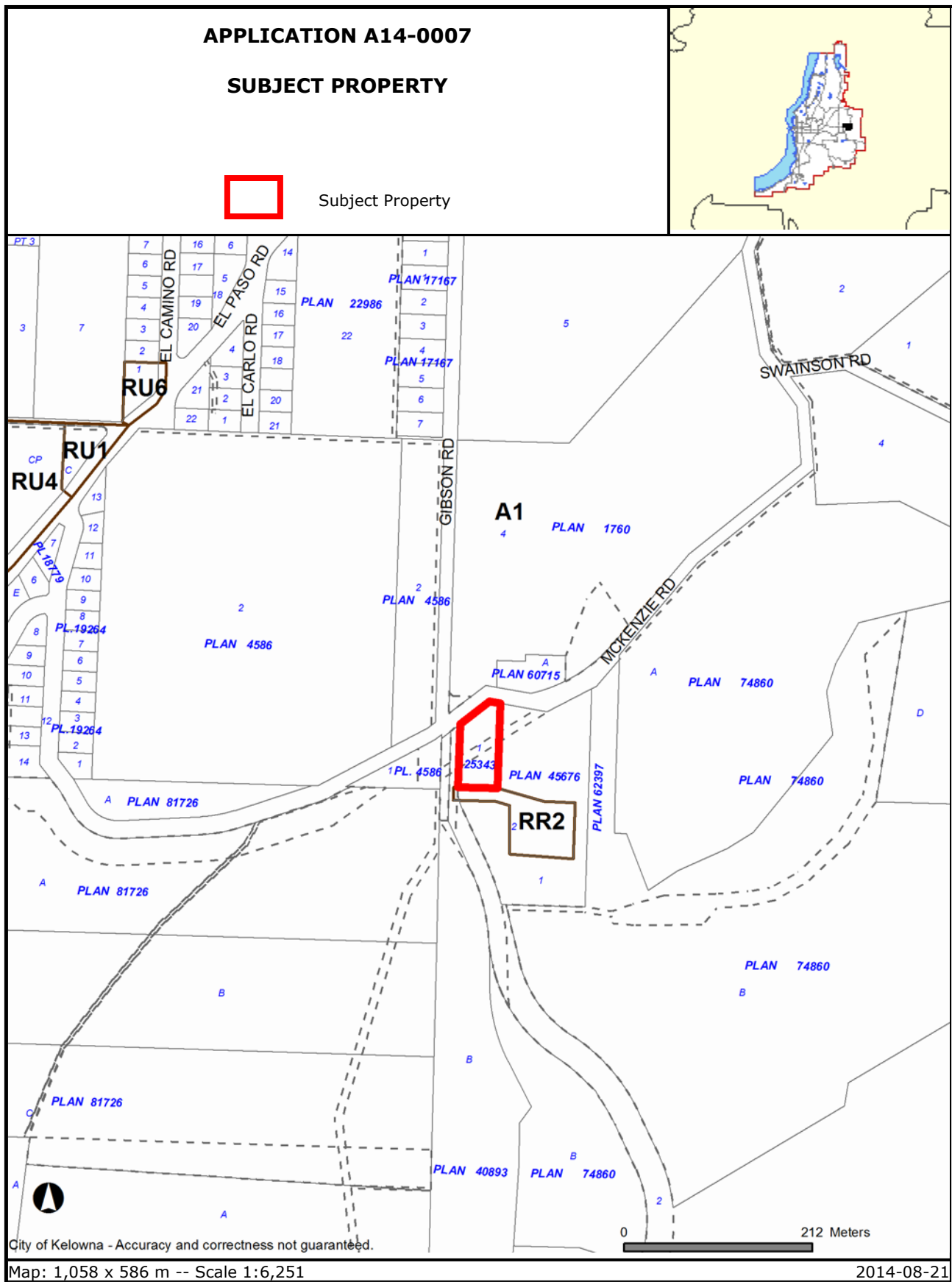
☐

Shelley Gambacort, Director, Subdivision, Agriculture & Environment Services

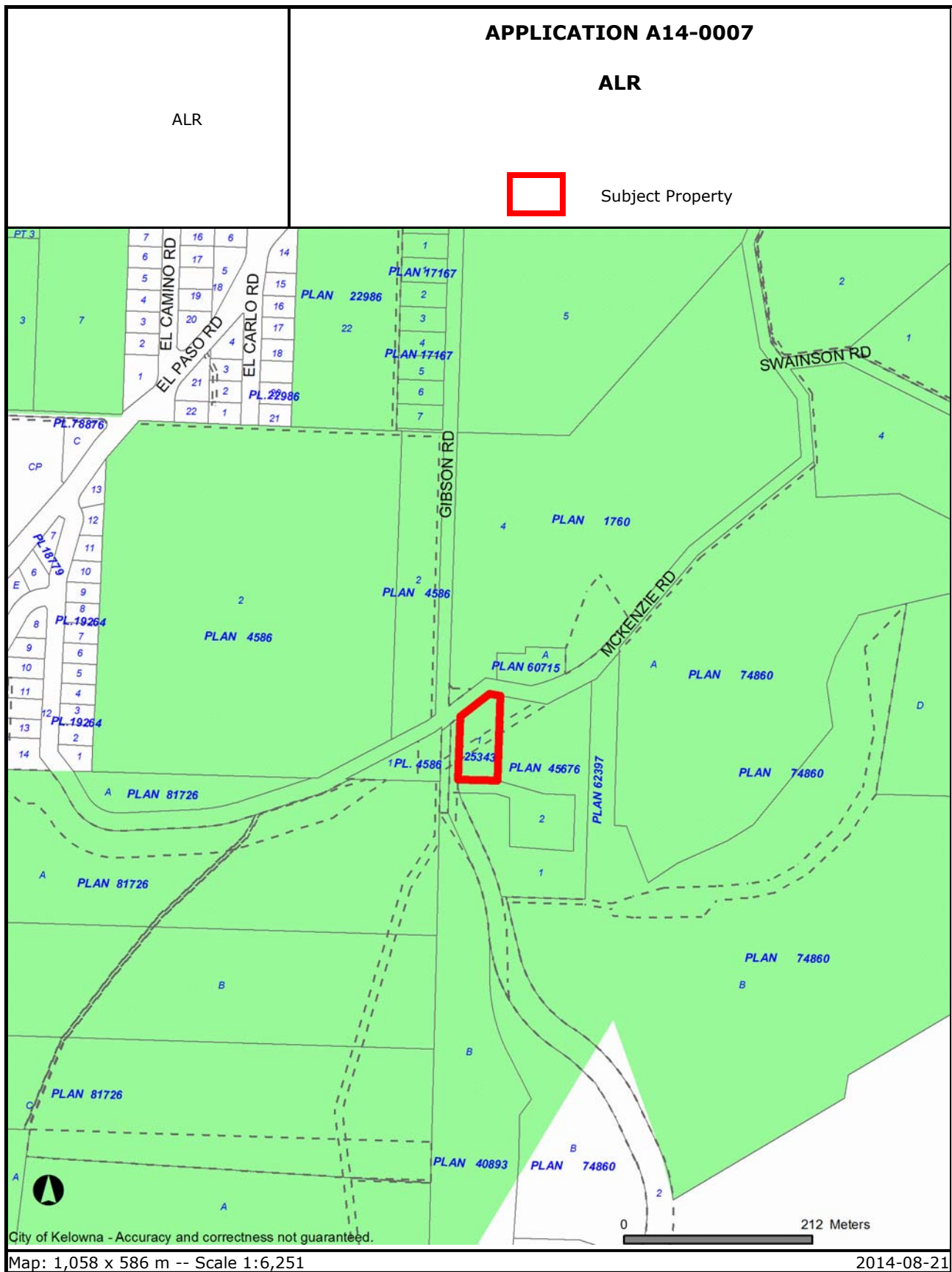
Attachments:

Subject property/zoning map & ALR map (2 pages)
Interior Health Letter

¹¹ City of Kelowna Strategic Plan. 2004. P. 29.



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.



July 11, 2014

Melanie Steppuhn, BES, BCLA
Community Planning & Real Estate
1435 Water Street
Kelowna, BC V1Y 1J4

Dear Ms. Steppuhn,

RE: Application for ALR Exclusion: file #A14-0007, 1185 McKenzie Road, Kelowna, BC

This is a letter of comment re: Kelowna City Council's consideration of Application for ALR Exclusion.

Interior Health has an interest in community design and planning as the built environment can support access to healthy food and promote food security. There are many positive health outcomes for a community that is food secure. Healthy eating can prevent and control a number of chronic health conditions, including type 2 diabetes, heart disease, and some forms of cancer. In the interest of food security, and the ability of our citizens to access nutritious and safe food, we suggest the consideration of the following:

- While the parcel of land is not presently being farmed for food and not contributing to food security, it is very important to consider the capacity of this land for future food production.
- The population in BC is expected to grow over the coming years, and more land will be needed to produce enough food to support this growth. Also, climate change projection suggests that our current reliance on food production areas outside of Canada may become less dependable. Taking land out of the ALR puts the future population at risk of having less access to healthy food and becoming food insecure.
- Small parcels of land can be successfully farmed, as evidenced by Small Plot Intensive farming (SPIN farming) or vertical farming.
- It may be beneficial to have an assessment done by an Agrologist to determine the agricultural capabilities, and what types of food crops can be grown in the future.

On behalf of the Food Security and Community Nutrition Program, I appreciate the opportunity to provide comment on the aforementioned application.

Kind regards,

A handwritten signature in blue ink, appearing to read "Jill Worboys", is written over a light blue circular stamp.

Jill Worboys, RD
Community Nutritionist
Community Integrated Health Services

Bus: (250) 868-7733
Fax: (250) 868-7809
Email: jill.worboys@interiorhealth.ca
Web: interiorhealth.ca

INTERIOR HEALTH
Promotion and Prevention, CIHS
1340 Ellis Street
Kelowna, BC, V1Y 9N1

REPORT TO COUNCIL



Date: 9/15/2014
RIM No. 1210-21
To: City Manager
From: Subdivision, Agriculture & Environment Services (MS)
Application: A14-0008 **Owner:** Topiary Holdings Inc.
Address: 1670 Dehart Road **Applicant:** Jane Hatch
Subject: Subdivision and Non-farm Use Application to the ALC
Existing OCP Designation: Resource Protection Area
Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal Application No. A14-0008 for *Lot B Section 5 TWP 26 ODYD Plan 32728 except Plan KAP75345*, located at 1670 Dehart Road for a subdivision and non-farm use, pursuant to Section 21 (2) and Section 20 (3) of the *Agricultural Land Commission Act*, be supported by Municipal Council;

AND THAT the Municipal Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

2.0 Purpose

To obtain approval from the Agricultural Land Commission (ALC) for a subdivision under the *ALC Act*, to allow for the subdivision of 283.5 square metres of 1670 Dehart Road for the use of a columbarium for the Immaculate Conception Church Cemetery.

3.0 Subdivision, Agriculture & Environmental Services

The applicants are seeking to subdivide 283.5 square metres off of their property (1670 Dehart Road), for the purpose of selling the land to the Immaculate Conception Church (ICC) who owns 4050 Casorso Road to the south. ICC wishes to then consolidate this land with its cemetery to the south, in order to establish a columbarium. The function of the columbarium would be to inter remains for the members of the parish, expanding the capacity of the cemetery.

The Immaculate Conception Church Cemetery was first used in approximately 1906 by the early settlers of Kelowna. It was the second cemetery to be used, after the first that was established by the Father Pandosy Mission.

The 2030 Official Community Plan supports non-farm use applications where approved by the ALC and where the proposed uses minimize impacts on agricultural lands and will not harm adjacent

farm lands. In addition, the OCP guides us to reinforce Kelowna's unique sense of place, by retaining important natural and community features.

4.0 Proposal

4.1 Project Description

The applicants are seeking to subdivide 283.5 square metres off of the northeast corner of 1670 Dehart Road, for the purpose of selling the land to the ICC to establish a columbarium.

4.2 Background

The land is not currently used for farming activities, and is of a width and configuration (approximately 5 m x 58 m) that does not allow for the land to be easily farmed. Currently, members of the parish weed and mow the area. The ICC has agreed to registering a restrictive covenant on the area that would prohibit structures over 1.8 metres (6 feet) in height, and provide landscape screening to mitigate sight lines from Casorso Road and the adjacent driveway.

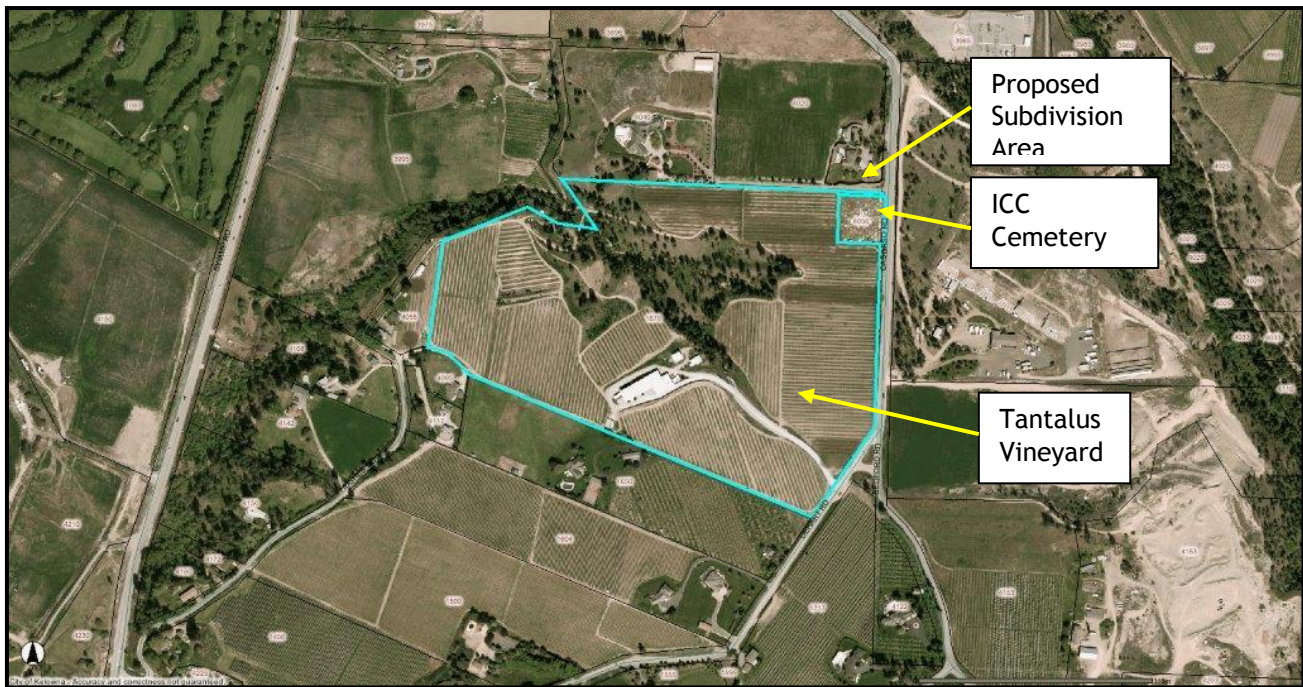
The Immaculate Conception Church Cemetery was first used in approximately 1906 by the early settlers of Kelowna. The expansion of the cemetery through a columbarium would provide an opportunity for parish members to be interred in a Catholic cemetery. It would also provide revenue to offset the cost of ongoing site maintenance for the church. The Diocese of Nelson has provided a letter of support (attached).

4.3 Site Context

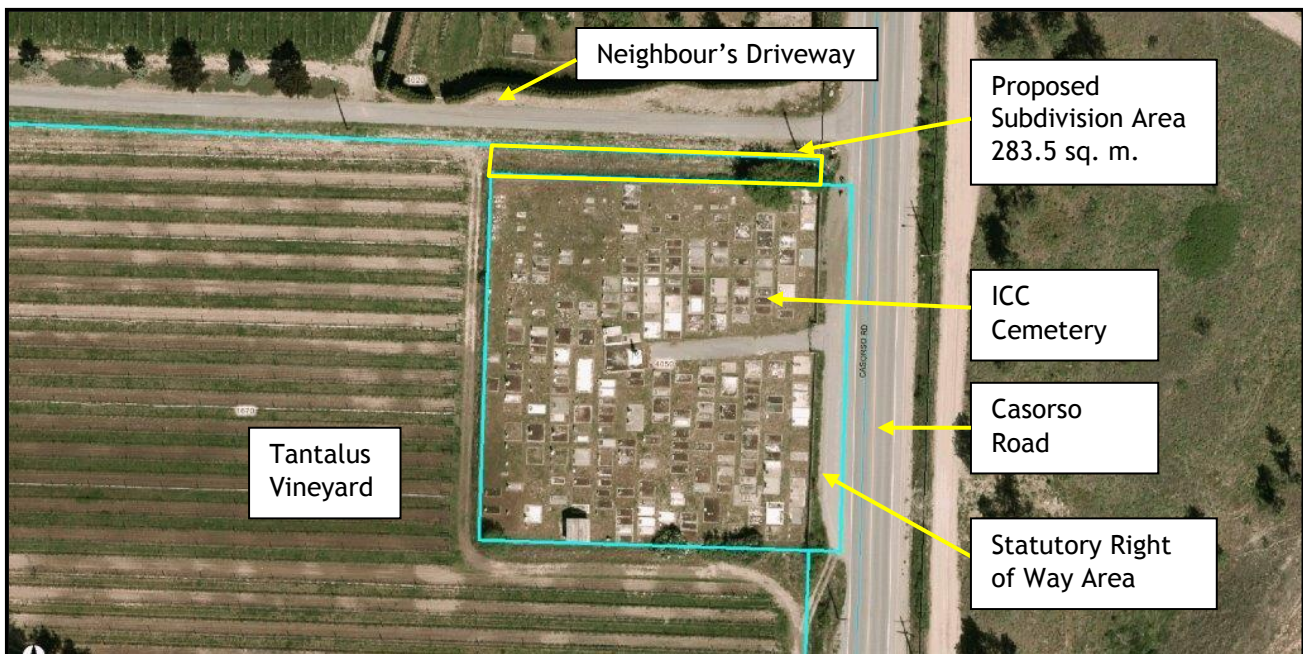
The subject property is located along Casorso and Dehart Roads in the Southeast Kelowna Sector of the City. The subject area is 283.5 square metres in area. The elevation ranges from 410 metres above sea level (m.a.s.l.) at the west, to 416 m.a.s.l. at the east, with an average slope of 10%.

Topiary Holdings Inc. runs a vineyard and winery on the subject property. It is fully planted in wine grapes, with the exception of gullies that run through the centre of the property, and the footprint of the winery and farm buildings. The existing cemetery is 0.4 ha (1 ac) (Map 1).

Map 1: Neighbourhood Context -1670 Dehart Road and 4050 Casorso Road



Map 2: Subject Area



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

Direction	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Rural residential Agricultural
South	A1 - Agriculture 1	Yes	Cemetery
East	P3 - Parks and Open Space	Yes	Shooting Range
West	A1 - Agriculture 1	Yes	Agriculture / Winery

5.0 Current Development Policies

City of Kelowna development policies that pertain to the application are included below.

5.1 2030 Official Community Plan: Greening Our Future

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

Protect and enhance local agriculture¹.

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.

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.

Reinforce Kelowna's unique identity/sense of place². This objective will be achieved by retaining important natural and community features.

5.2 City of Kelowna Agriculture Plan

ALR Application Criteria³

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

¹ City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.33.

² City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Economic Development Chapter; p. 8.4.

³ City of Kelowna Agriculture Plan (1998); p. 130.

6.0 Referral Comments

6.1 Ministry of Agriculture

The Ministry of Agriculture defers to the ALC and its decision making processes regarding this application. Should approval be granted the Ministry will make comment regarding the placement of fencing and screening requirements.

6.2 Interior Health

Healthy Built Environment. There appears to be negligible loss of agricultural land related to this subdivision and non-farm use application. Current and future food security will not likely be affected.

Wastewater Disposal and Water Supply. From the viewpoint of our policies and regulations governing wastewater disposal and water supply this office has no concern or objection to the proposed subdivision.

6.3 Development Engineering

A summary of Development Engineering comments is included below. Please also refer to the attached memo.

Miscellaneous.

- a) Dedicate 5.49 metre road widening on the 4050 Casorso Rd frontage (or as required to agree with registered plan No.32728 Lot B.
- b) Foliage shall be kept cleared in both directions to ensure that sightlines are not obstructed.

Domestic water and fire protection.

- a) The subject property is within the service area of the South East Kelowna Irrigation District (SEKID). The applicant is required to make satisfactory arrangements with the SEKID for relocates or upgrades.

6.4 Policy and Planning

Policy & Planning has no concerns with the proposed consolidation.

7.0 Application Chronology

Date of Application Received: July 16, 2014

Agricultural Advisory Committee August 28, 2014

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting on August 28th, 2014 and the following recommendation was passed:

RECOMMENDATION (1670 Dehart Road)

MOVED BY John Janmaat/SECONDED BY Leo Gebert

THAT the Agricultural Advisory Committee recommends that Council support an application to the Agricultural Land Commission for a subdivision under Section 21(2) of the *Agricultural Land Commission Act*, and a 'non-farm use' under Section 20(3) of the *Agricultural Land Commission Act*, to allow for the subdivision of 283.5 m² of 1670 Dehart Road for the use of a columbarium for the Immaculate Conception Church Cemetery.

CARRIED

Report prepared by:

Melanie Steppuhn, Land Use Planner

Reviewed by:

☐

Todd Cashin, Manager, Subdivision, Agriculture & Environment Services

Approved for inclusion:

☐

Shelley Gambacort, Director, Subdivision, Agriculture & Environment Services

Attachments:

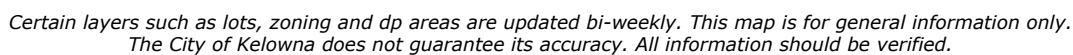
Subject Property & Zoning Map

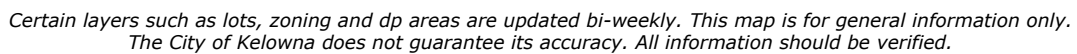
ALR map

Proposed Subdivision Layout

Diocese of Nelson - Letter of Support

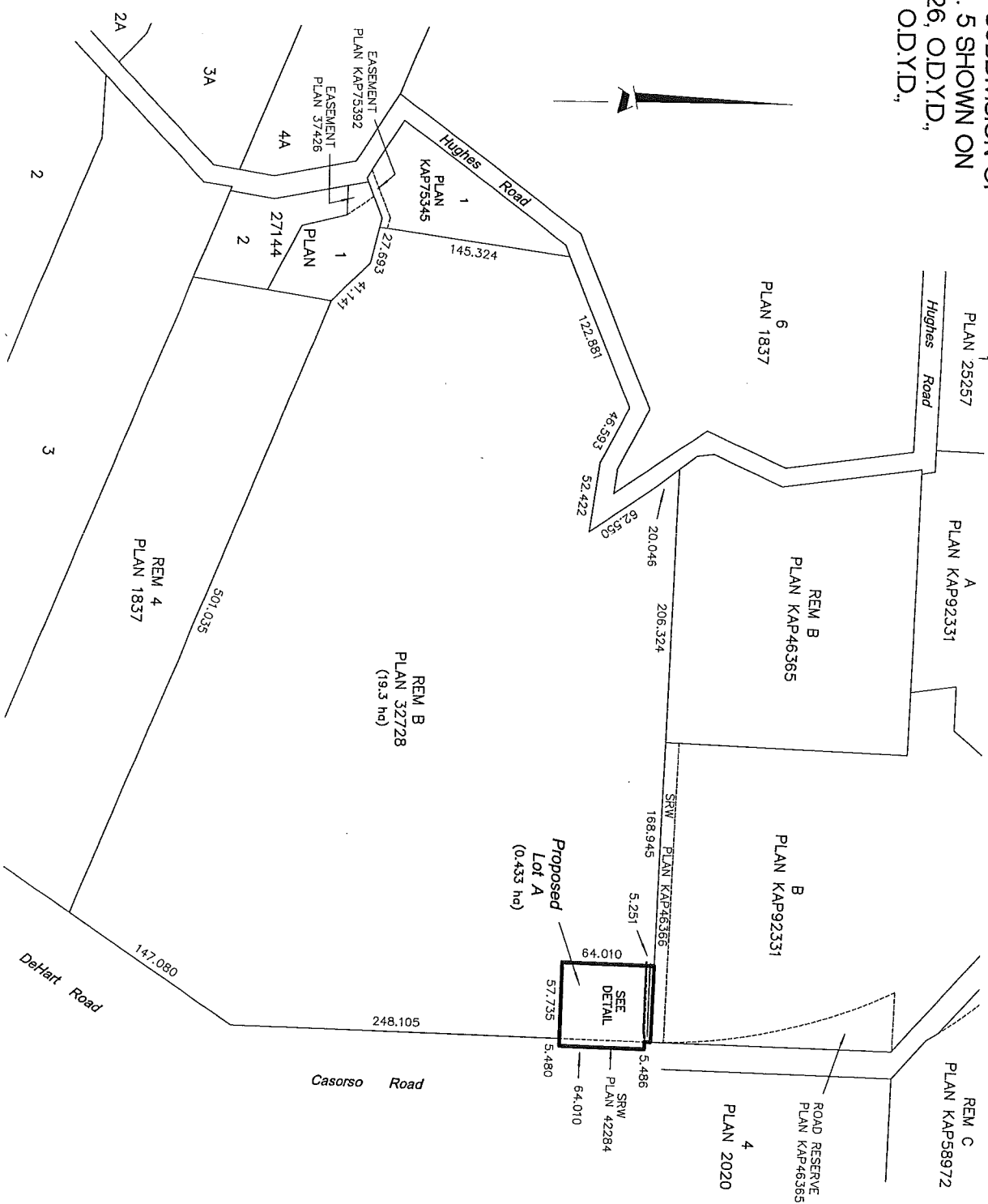
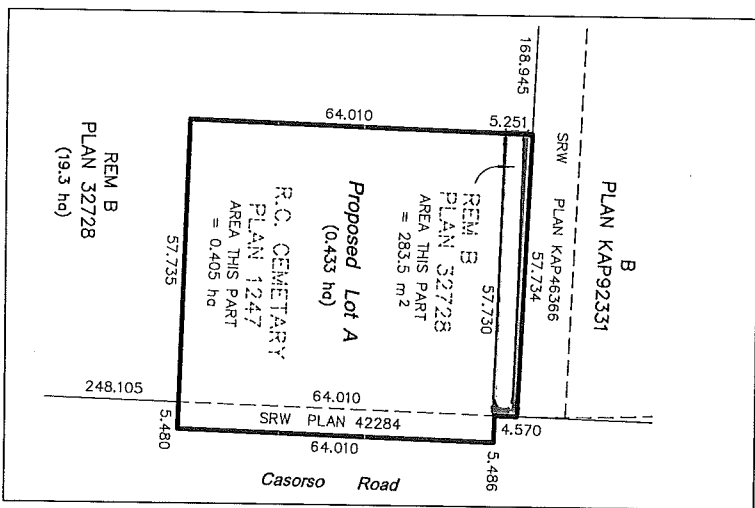
Development Engineering Manager





SCALE: 1:3000
DATE: MARCH 13th, 2014
DWG: 13933 PROPOSED SUB
FILE NO. 13933

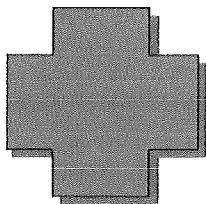
CLIENT: IMMACULATE CONCEPT PARISH



RUNNALLS DENBY
british columbiana land surveyors

259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250) 763-7322
Fax: (250) 763-4413
Email: nel@runnallsdenby.com



DIOCESE OF NELSON

Catholic Pastoral Centre

3665 Benvoulin Road, Kelowna, B.C. Canada V1W 4M7

Phone: 250-448-2725 Fax: 866-964-3858

cpc@nelsondiocese.org – www.nelsondiocese.org

May 26, 2015

Dear Sir or Madam,

We the Roman Catholic Diocese of Nelson fully support the Immaculate Conception Church to extend their cemetery on Casorso Road by acquiring a strip of land on the north side that belongs to the Tantalus Winery. This would allow our Church to accommodate the needs of those Catholics in our community who would like to make plans to be buried or interred in a Catholic cemetery.

The Immaculate Conception Church Cemetery on Casorso Road is one of the oldest in Kelowna containing the remains of many from Kelowna's pioneering families. It is very important for the Church to be able to offer the surviving family members the opportunity to have their own final resting place close to their loved ones buried there. Also, it is equally important for the Church to provide the current and potential members of our congregation some peace of mind of knowing where the final resting place could be for their earthly remains.

The proposed Columbarium and burial plot design offer the Church the ability to inter the remains in a very economic manner, with relatively little impact to site lines. This plan not only allows for more spaces being available compared to traditional designs, but also requires considerably less upkeep and maintenance. In any case, the potential revenue generated from the additional burial/interment spaces would be a big help as the ongoing costs for site maintenance and upkeep present considerable challenges to the Immaculate Conception Church.

Thank you for allowing us to express our opinion on this matter.

On behalf of the Roman Catholic Diocese of Nelson.

Sincerely,

+John Corriveau, O.F.M.Cap.
Bishop of Nelson

✓
HB

CITY OF KELOWNA

MEMORANDUM

Date: July 28, 2014
File No.: A14-0008
To: Subdivision, Agriculture & Environment (MS)
From: Development Engineering Manager (SM)
Subject: 1670 Dehart Rd Lot B Plan 32728

The Development Engineering comments regarding this non-farm use within the Agricultural Land Reserve are as follows:

Development Engineering has the following comments at this point in time with regard to this application, a comprehensive report will be provided at the time of subdivision application submission if and when the Agricultural Land Commission agrees to this proposal.

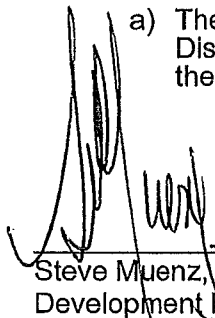
Potential requirement associated with subdivision of the property are provided for information only and are subject to the policies in effect at the time when a formal application is made by the owners.

1. Miscellaneous.

- a) Dedicate 5.49-meter road widening on the 4050 Casorso Rd frontage (Or as required to agree with registered plan No.32728 Lot B.
- b) Foliage shall be kept cleared in both directions to ensure that sightlines are not obstructed.

2. Domestic water and fire protection.

- a) The subject property is within the service area of the South East Kelowna Irrigation District (SEKID). The applicant is required to make satisfactory arrangements with the SEKID for relocates or upgrades..



Steve Muenz, P.Eng.
Development Engineering Manager

JF

REPORT TO COUNCIL



Date: 9/29/2014

RIM No. 1250-30

To: City Manager

From: Subdivision, Agriculture & Environment Department

Application: TA14-0017 **Owner:** Kinnikinnik Developments Inc.

Applicant: Norr Architects
Planners/Bryce Tupper

Subject: Proposed Text Amendment to the CD18 - Vintage Landing Comprehensive Resort Development Zone to rename the zone and refine the permitted uses and regulations

Existing OCP Designation: Mixed Use Tourism (MXT)

Existing Zone: CD18 - Vintage Landing Comprehensive Resort Development Zone

1.0 Recommendation

THAT Zoning Bylaw Text Amendment No. TA14-0017 to amend City of Kelowna Zoning Bylaw No. 8000 by replacing Schedule "B" - Comprehensive Development Zones CD18 - Vintage Landing Comprehensive Resort Development Zone with a renamed/revised CD18 - McKinley Beach Comprehensive Resort Development as outlined in Schedule "A" of the report from the Subdivision, Agriculture & Environment Department dated September 29, 2014, be considered by Council;

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

2.0 Purpose

To amend the existing CD18 Vintage Landing Comprehensive Resort Development zone with a renamed/revised CD18 - McKinley Beach Comprehensive Resort Development zone which reduces and refines the permitted uses and provides greater clarification to the regulations pertaining to the development of "McKinley Beach".

3.0 Background

In January 2007, Council amended the OCP Future Land Use Map to designate the land for commercial development of the proposed resort development in the McKinley Sector of the city. Concurrent with the OCP amendment a new CD zone (CD18 - Vintage Land Resort Development zone) was adopted, and the properties rezoned, to facilitate the development of a "comprehensively planned multifaceted destination resort". The purpose of the CD18 zone was

to provide for a variety of commercial uses organized around a central “wellness” village. In November of 2009, a Text Amendment to the CD18 zone was approved by Council, the primary purpose of which was to delete the reference restricting the maximum stay to 240 days a year, and to reduce the front and side yard setback requirements from a dedicated road to zero metres.

Since the initial adoption of the CD18 zone, there have been no active development proposals for the CD18 zoned lands, until this year. A previous Preliminary Layout Review letter (PLR) had been issued in 2010 for a proposed ~99 fee simple lot development. This PLR was superseded by a new PLR letter issued this year, covering a larger area, for a total of 130 lots (including two future bareland strata parcels). In addition, an Environmental/Hazardous Condition Development Permit was issued to facilitate the proposed subdivision.

4.0 Subdivision, Agriculture & Environment Department Comments

Through the current Preliminary Layout Review process Staff have been working with the applicant team to refine the CD18 zone to more accurately reflect their vision for the overall “McKinley Beach” development. As part of this review process, a number of land use concerns and discrepancies with the existing CD18 zone have been identified. Of particular concern are the land uses currently permitted in the CD18 zone that, if developed, would only serve to erode the viability of the City’s Urban Centres.

Staff also expressed concern with the development of what is essentially a single family form of development into an area that had been identified as Mixed Use Tourism as per the OCP Future Land Use Map. However, the existing wording of the CD18 zone is ambiguous and does not prohibit the ability to construct this form of development. Rather than continue with this discrepancy it was recommended by Staff that the zone be amended to be more transparent and to acknowledge the form of development being provided. Staff also recognize that, through the previously approved amendment (removing the 240 day limitation on occupancy), an opportunity was created for permanent residential occupancies. However, Staff recognize that unique to the McKinley Beach development, is the ability to provide for short term rentals in all forms of housing proposed. These short term rentals will be facilitated through on-site central reservation centres that will be required as part of the development approvals and will maintain the objective to be a resort development.

Other key amendments proposed which Staff consider significant include:

- the limitation on the area for retail and office uses;
- the removal of permitted uses which are more appropriate in an Urban Centre; and
- improved wording to provide greater clarity to the regulations.

Based on the above amendments, Staff are recommending support for this proposed text amendment application.

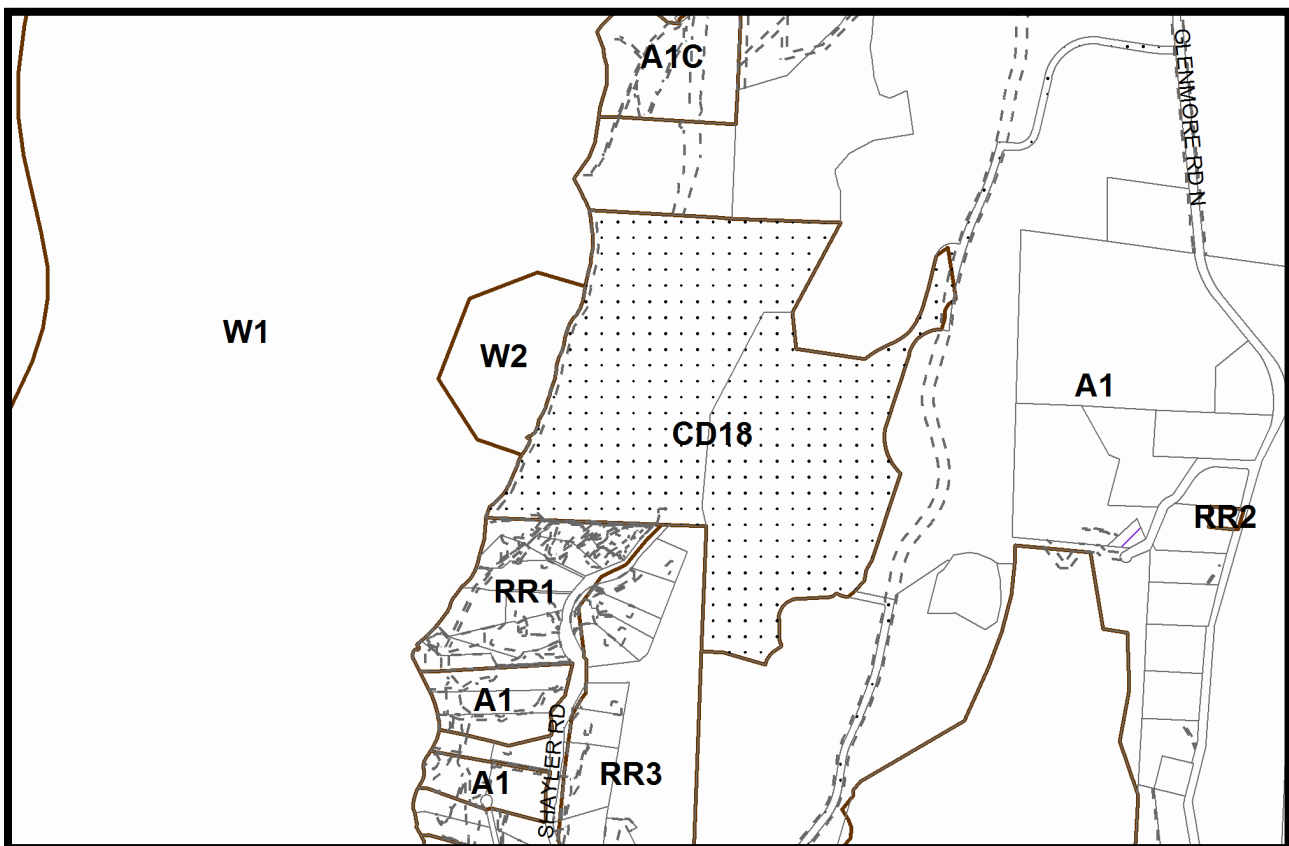
4.0 Proposal

A summary of the key proposed amendments to the CD18 zone are:

- New reference name “McKinley Beach”, to reflect the current marketing name.
- Reduce the commercial Principal Uses

- Delete the commercial school, employee accommodation, high tech product design, high tech research, public libraries and cultural exhibits uses as they are all deemed to be more appropriate in the Urban Centres.
- Add Broadcast Studio
 - This use is being proposed with limitations to only permit television, movie and sound stages.
- Add Congregate Care
 - This use is being proposed as the applicant would like the opportunity to provide housing options for the aging sector of the population.
- Add Reservation Centres
 - This use reinforces the requirement to provide short term rentals throughout the entire McKinley Beach development.
- Add Row Housing, Single Detached Housing & Semi-detached Housing as principal uses.
- Introduce limitation on the size of individual office uses and capping the overall allowable office component.
- Introduce a maximum 15,000 m² limitation on the overall development of commercial/retail uses (from the current 65,000m²) in keeping with the Village Centre definition in the OCP.
- Delete the unit cap of 1000 units as they are unable to exceed the overall development cap of 271,500m² and the market demands will determine the unit's sizes and number a cap on the individual retail tenancy for the Village Centre and limiting any other small retail use only to Area 4, which is the lower waterfront area.
- Delete a number of the commercial/retail uses that were identified in Areas 2, 3 and 4, which were deemed to be only appropriate in the Village Centre Area 1.

Subject Property Map: CD18 Zoned Lands - McKinley Beach



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

The 2030 Official Community Plan Future Land Use Map designates the CD18 zoned area as Mixed Use Tourism.

6.0 Application Chronology

Date of Application Received: August 18, 2014

7.0 Technical Comments:

7.1 Urban Planning

The maximum area for any one individual retail tenancy is proposed as 5500 m² (~60,000 sq. ft.) which seems quite excessive for this location. It would be more appropriate to have a maximum area of 2800m² (30,000 sq. ft.) which would be quite sufficient for a future grocery store in this location.

7.2 Policy & Planning

The introduction of low density single-family dwellings, combined with the amount of commercial space being proposed, will create competition with existing commercial areas, including existing urban and village centres. The CD18 zone never was intended to be a commercial destination for residents and compete with existing commercial areas. The expectations of resort users versus full-time residents vary substantially, and the area is not supplied with the services that permanent residents expect (e.g.: transit), nor are there plans to provide such services to the area.

Policy & Planning would support a concept where the permanent residential and resort densities are supported by limited, principally resort-oriented commercial uses. Where possible, residential and commercial densities should be limited to reduce the negative impact on demand for housing and commercial development in already established urban and village centres.

***Note:** The maximum overall area designated for commercial has been reduced to reflect the maximum allowed in accordance with the definition of Village Centre in the OCP.*

Report prepared by:

Shelley Gambacort, Director/Approving Officer

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

Attachments:

Current CD18 Zone

Proposed Amended CD18 Zone

Applicant's Letter of Rationale

August 8, 2014

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

Attention: Shelley Gambacort and Todd Cashin

Dear Shelley and Todd,

RE: Vintage Landing (McKinley Beach) – CD18 Text Amendment

Subject Property: Shayler Rd., Kelowna, BC
Lot 1, ODYD, Plan EPP 8753; and Lot 7, ODYD, Plan EPP 8753

NORR Architects Planners, on behalf of Kinnikinnik Developments Inc. is pleased to be submitting this application for a Text Amendment to the CD 18 Vintage Landing Comprehensive Resort Development zone. The proposed amendments to the zone, provided with the enclosed application, have been a collaborative effort with City of Kelowna staff with the intent of clarifying and refining the allowable Primary and Secondary Uses while also greatly simplifying the Development Regulations. Overall, it is believe that these amendments will result in a CD18 zone that is more appropriate for the vision of the lands and also more sustainable into the future.

The overarching strategy that informed the changes to allowable uses stem from the principle of limiting uses that should be located in more urban centres, while reinforcing the resort/lifestyle destination nature of the zone. Specifically, high tech research and product design uses have been removed and office and some retail uses have been limited. Furthermore, resort residential uses, while already currently allowed, have been simplified to include more customary use definitions.

Another proposed change to the Development Regulations includes the deletions of specific unit counts and densities allocated to the four development “Areas”. Instead, it is expected that the height-based limitations along with the natural topography and location of protected environmental areas will appropriate control the form of development.

We have appreciated the collaborative nature of amending the CD18 zone and look forward to progressing quickly through the regulatory process. Please do not hesitate to contact me with any questions or requests for additional information.

Sincerely,

NORR Architects Planners Inc.



Bryce Tupper, M.Eng., P.Eng., LEED® AP
Director, Planning Services
T 604 673 6096
E Bryce.Tupper@norr.com

Schedule 'B' – Comprehensive Development Zones

CD18 – McKinley Beach Comprehensive Resort Development

1.1 PURPOSE

The purpose is to provide a zone for the development of a comprehensively planned multifaceted destination community having a variety of commercial and accommodation uses organized around a central lifestyle village.

1.2 PRINCIPAL AND SECONDARY USES

The principal and secondary uses in this zone vary in accordance with the key resort elements identified in the Vintage Landing Area Structure Plan adopted as part of the Kelowna Official Community Plan. Pursuant to the Area Structure Plan this zone has been organized into (4) four distinctive areas as illustrated on Map A. Each area will have its own allowable principal and secondary uses as follows:

1.2(a) AREA I Village Centre

Principal Uses:

The **principal uses** for the area designated as **Area I** on Map 1 are:

- (a) **apartment hotels**
- (b) **boat storage**
- (c) **broadcast studio** subject to 1.3f
- (d) **child care centre, major**
- (e) **community recreation services**
- (f) **congregate housing**
- (g) **emergency and protective services**
- (h) **exhibition and convention facilities**
- (i) **extended medical treatment services**
- (j) **food primary establishment**
- (k) **health services**
- (l) **hotels**
- (m) **liquor primary establishment**
- (n) **motels**
- (o) **non-accessory parking**
- (p) **offices**
- (q) **personal service establishments**
- (r) **private clubs**
- (s) **private education services**
- (t) **public parks**
- (u) **religious assemblies**
- (v) **retail liquor sales establishment**
- (w) **retail stores convenience**
- (x) **retail stores general**
- (y) **reservation centres**
- (z) **row housing** subject to 1.3e
- (aa) **single detached housing** subject to 1.3e
- (bb) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area I** on Map 1 are:

- (a) **amusement arcades major**
- (b) **artisan live/work studios**
- (c) **custom indoor manufacturing**
- (d) **emergency and protective services**
- (e) **gaming facilities**
- (f) **participant recreation services indoor**
- (g) **participant recreation services outdoor**
- (h) **private open space**
- (i) **recycled materials drop-off centre**
- (j) **residential security / operator unit**
- (k) **secondary suites in single detached housing** subject to 1.3e
- (l) **spectator and entertainment establishments** subject to 1.3h
- (m) **utility services minor impact**

1.2(b) AREA 2 Winery and Resort Accommodation

Principal Uses:

The **principal uses** for the area designated as **Area II** on Map 1 are:

- (a) **apartment hotels**
- (b) **food primary establishment**
- (c) **hotels**
- (d) **liquor primary establishment**
- (e) **motels**
- (f) **retail liquor sales establishment**
- (g) **wineries and cideries**
- (h) **reservation centres**
- (i) **row housing** subject to 1.3e
- (j) **single detached housing** subject to 1.3e
- (k) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area II** on Map 1 are:

- (a) **amusement arcades major**
- (b) **health services**
- (c) **participant recreation services indoor**
- (d) **private clubs**
- (e) **private open space**
- (f) **residential security / operator unit**
- (g) **retail stores convenience**
- (h) **secondary suites in single detached housing** subject to 1.3e
- (i) **spectator and entertainment establishments** subject to 1.3h
- (j) **utility services minor impact**

1.2 (c) AREA III Hillside Resort Accommodation

Principal Uses:

The **principal uses** for the area designated as **Area III** on Map 1 are:

- (a) **apartment hotels**
- (b) **hotels**
- (c) **motels**
- (d) reservation centres
- (e) **row housing** subject to 1.3e
- (f) **single detached housing** subject to 1.3e
- (g) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area III** on Map 1 are:

- (a) **health services**
- (b) **private open space**
- (c) **residential security / operator unit**
- (d) **secondary suites in single detached housing** subject to 1.3e
- (e) **utility services minor impact**

1.2(d) AREA IV Waterfront Resort Accommodations

Principal Uses:

The **principal uses** for the area designated as **Area IV** on Map 1 are:

- (a) **apartment hotels**
- (b) **food primary establishment**
- (c) **hotels**
- (d) **liquor primary establishment**
- (e) marinas
- (f) marine equipment rentals
- (g) **motels**
- (h) **public park**
- (i) reservation centres
- (j) **row housing** subject to 1.3e
- (k) **single detached housing** subject to 1.3e
- (l) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area IV** on Map 1 are:

- (a) **boat storage**
- (b) **personal service establishments**
- (c) **private clubs**
- (d) **private open space**
- (e) **residential security / operator unit**
- (f) **retail liquor sales establishment**
- (g) **retail stores convenience**
- (h) **secondary suites in single detached housing** subject to 1.3e
- (i) **Utility services minor impact**

1.3 DEVELOPMENT REGULATIONS

- (a) Total density for the CD18 Zone shall not exceed 271,500m² in accordance with the Vintage Landing [McKinley Beach] Area Structure Plan adopted as part of the Kelowna Official Community Plan.
 - (b) The maximum area of all commercial (retail and office) uses is 15,000m².
 - (c) The maximum allowable area of all office use is 5000m². The maximum area of office space in any one building is 2000m² and the maximum size of any individual office tenancy shall not exceeding 500m².
 - (d) The maximum area for any one individual retail tenancy in Area I is 5500m², in Areas II, III, IV the maximum area for any one tenancy is 400m².
 - (e) Density in the CD18 zone will be controlled in the form of a 219 covenant registered on the remainder parcel(s), which will indicate an allowable buildable area equal to the total site density of 271,500m² as outlined in section 1.3 (a) and which will be reduced by the:
 - 1. buildable area approved through all Form & Character Development Permits within the CD18 Areas, and
 - 2. for those lots not requiring a form & character Development Permit it will be through the subdivision approval process based on a calculation of 350m² per unit (based on 1.3(f) Type B below). *For example: if there are 10 lots being approved and eight of those lots are for single detached housing and two of the lots are for semi-detached housing the calculation used to determine the buildable area would be $12 \times 350\text{m}^2 = 4,200\text{m}^2$.*
- The registered 219 Covenant will be amended, to reflect the remaining buildable area, as a condition of issuance of every Development Permit under 1.3(e)1 and as a condition of every subdivision approval under 1.3(e)2.
- (f) Resort accommodation which allows for short-term stays is made up of two types:
 - Type A:

Attached apartment hotel, hotel, congregate housing, motel units or row housing units (units in buildings exceeding 4 units with common amenities) – maximum area of 150m² per unit floor area net.
 - Type B:

Single detached housing with or without secondary suites, semi-detached housing, row housing with four units or less, with amenities that may be in separate buildings. The maximum gross floor area is 350m² per unit (excluding garages). The main floor footprint (excluding garage) may not exceed 175m² per unit (excluding garages). Type B units must be served by a common on-site or off-site reservation centre(s).
 - (g) Broadcasting studios exclude facilities for permanent operation of radio and televisions stations and must be limited to television, movie and sound stage production.
 - (h) Spectator and entertainment establishments exclude permanent stadiums, arenas, cineplex's and multiplexes.

(i) Natural Environment/Hazardous Conditions

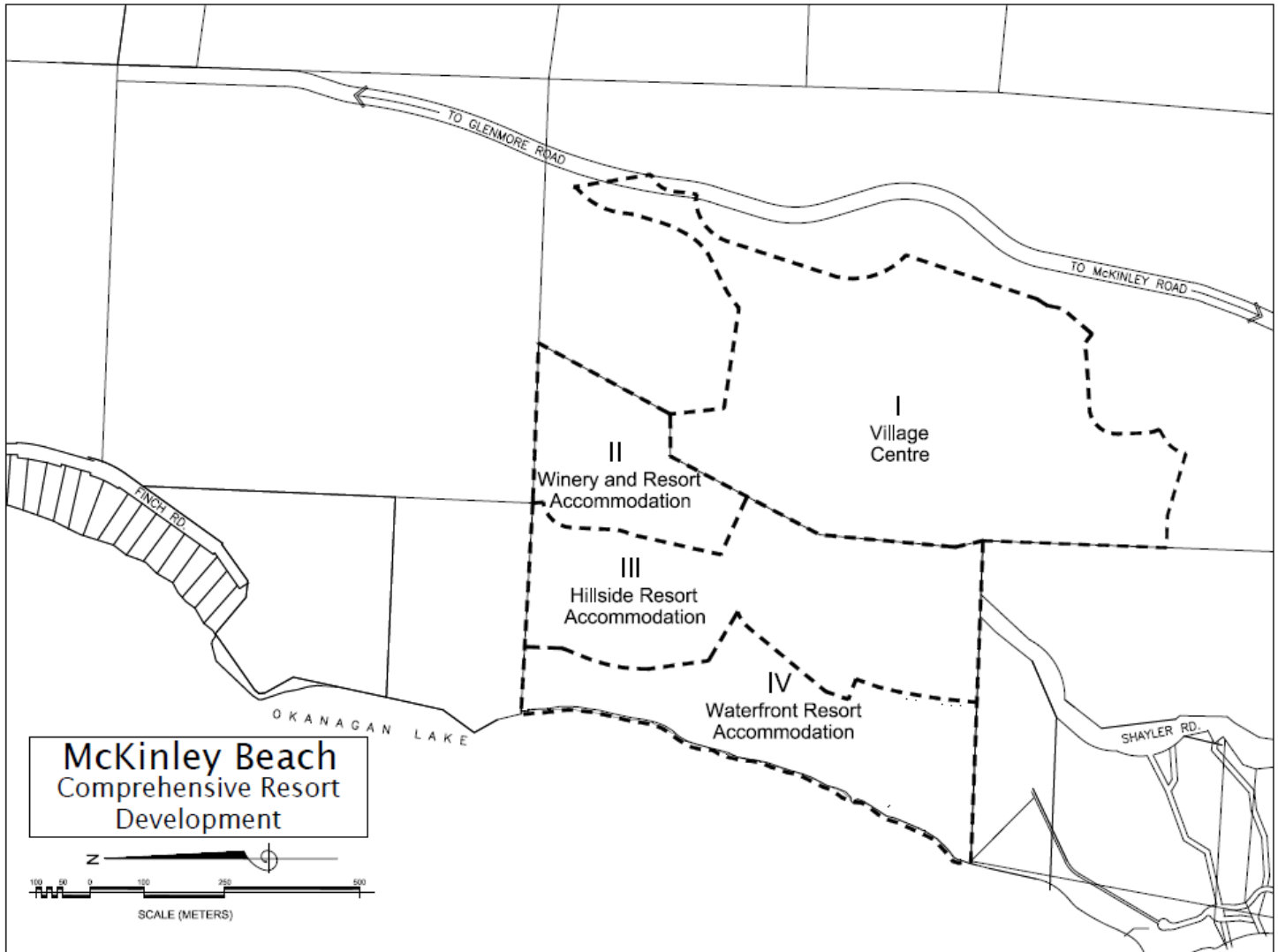
1. Impact to Environmentally Sensitive Areas designated as “High Value” or ESA 1 will be limited to infrastructure and utilities, where possible, and will strive to minimize impact to these areas. If development should occur within these areas, mitigation will promote no net loss to the habitat. If development is pursued in ESA 2 areas, portions of the habitat should be retained and integrated to maintain the contiguous nature of the landscape.
2. Both ESA 1 and ESA 2 areas will require a Natural Environment/Hazardous Condition Development Permit to address the specific habitat or conditions outlined in the ESA Assessment Report. Some loss to these ESA areas can be offset by habitat improvements to the remaining natural areas found within the ASP boundary.
3. Any development that impacts slopes over 30% will require a Natural Environment/Hazardous Condition Development Permit. For any development to occur in these areas, it would have to be demonstrated that it will be sensitively integrated with the natural environment and will present no hazards to persons or property.

(j) Building Height:

1. The maximum height of buildings and structures in this zone are as follows:
 - Area I - Village Centre is the lesser of 8½ storeys or 38.25m.
 - Area II - Winery and Resort Accommodation is the lesser of 6½ storeys or 29.5m.
 - Area III - Hillside Resort Accommodation is the lesser of 2 ½ storeys or 11.5m starting from deck elevation. Supportive deck structures cannot exceed 7.0m in height.
 - Area IV - Waterfront Resort Accommodation is the lesser of 6½ storeys or 29.5m.
2. For any buildings or structures in area I that exceed 6½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
3. For any buildings or structures in areas II and IV that exceed 4½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
4. Setbacks:
 1. The minimum setback from the CD Zone boundary for all uses shall be 10m (33 ft.) with the exception of the CD Zone boundary that fronts Okanagan Lake riparian management area or any park areas where the setback will be 1.5m.
 2. The minimum **front yard** is 0.0m.
 3. The minimum **side yard** is 0.0m.

4. The minimum **rear yard** is 0.0m.
5. Signs:
 1. Signs for Areas I and II shall be regulated as if in a C2 zone.
 2. Signs for Area III shall be regulated as if in a W-2 zone.
- (l) In accordance with the Official Community Plan (OCP), all development, except single-detached dwellings with or without secondary suites, within the zone shall require a Form and Character Development Permit.
- (m) The parking and loading regulations of Section 8 will apply.
- (n) A publicly accessible trail system will be provided by statutory right-of-way in favour of the City of Kelowna throughout the development property. Specific locations and right-of-way widths will be determined at time of Development Permit and in general accordance with the Vintage Landing Area Structure Plan
- (o) Road design will be as per the City of Kelowna's October 2009 Hillside Standards as may be amended.

CD18 -McKinley Beach Comprehensive Resort Development
Map A



Schedule 'B' – Comprehensive Development Zones

CD18 – Vintage Landing Comprehensive Resort Development

1.1 PURPOSE

The purpose is to provide a zone for the development of a comprehensively planned multifaceted destination resort. The resort will have a variety of commercial uses organized around a central "wellness" village.

1.2 PRINCIPAL AND SECONDARY USES

The principal and secondary uses in this zone vary in accordance with the key resort elements identified in the Vintage Landing Area Structure Plan adopted as part of the Kelowna Official Community Plan. Pursuant to the Area Structure Plan this zone has been organized into (4) four distinctive areas as illustrated on Map 1. Each area will have its own allowable principal and secondary uses as follows:

1.2(a) AREA I: Wellness Village Centre

Principal Uses:

The **principal uses** in this **zone** are:

- (a) **apartment hotels**
- (b) **boat storage**
- (c) **child care centre, major**
- (d) **commercial school**
- (e) **community recreation services**
- (f) **emergency and protective services**
- (g) **employee accommodation**
- (h) **exhibition and convention facilities**
- (i) **extended medical treatment services**
- (j) **food primary establishment**
- (k) **health services**
- (l) **high tech product design**
- (m) **high tech research**
- (n) **hotels**
- (o) **liquor primary establishment**
- (p) **motels**
- (q) **non-accessory parking**
- (r) **offices**
- (s) **personal service establishments**
- (t) **private clubs**
- (u) **private education services**
- (v) **public libraries and cultural exhibits**
- (w) **public parks**
- (x) **religious assemblies**
- (y) **retail liquor sales establishment**
- (z) **retail stores convenience**
- (aa) **retail stores general**

Secondary Uses:

The **secondary uses** in this **zone** are:

- (a) amusement arcades major
- (b) custom indoor manufacturing
- (c) emergency and protective services
- (d) gaming facilities
- (e) participant recreation services indoor
- (f) participant recreation services outdoor
- (g) private open space
- (h) recycled materials drop-off centre
- (i) residential security / operator unit
- (j) spectator and entertainment establishments
- (k) utility services minor impact

1.2(b) AREA II Winery and Resort Accommodation**Principal Uses:**

The **principal uses** in this **zone** are:

- (a) apartment hotels
- (b) extended medical treatment services
- (c) food primary establishment
- (d) hotels
- (e) liquor primary establishment
- (f) motels
- (g) retail liquor sales establishment
- (h) wineries and cideries

Secondary Uses:

The **secondary uses** in this **zone** are:

- (a) amusement arcades major
- (b) commercial school
- (c) community recreation services
- (d) exhibition and convention facilities
- (e) health services
- (f) offices
- (g) participant recreation services indoor
- (h) participant recreation services outdoor
- (i) personal service establishments
- (j) private clubs
- (k) private education services
- (l) private open space
- (m) residential security / operator unit
- (n) retail stores convenience
- (o) retail stores general
- (p) spectator and entertainment establishments
- (q) utility services minor impact

1.2(c) AREA III Hillside Resort Accommodation**Principal Uses:**

The **principal uses** in this **zone** are:

- (a) **apartment hotels**
- (b) **hotels**
- (c) **motels**

Secondary Uses:

The **secondary uses** in this **zone** are:

- (a) **food primary establishment**
- (b) **health services**
- (c) **liquor primary establishment**
- (d) **offices**
- (e) **private education services**
- (f) **private open space**
- (g) **residential security / operator unit**
- (h) **utility services minor impact**

1.2(d) AREA IV Waterfront Resort Accommodations**Principal Uses:**

The **principal uses** in this **zone** are:

- (a) **apartment hotels**
- (b) **food primary establishment**
- (c) **hotels**
- (d) **liquor primary establishment**
- (e) **motels**
- (f) **personal service establishments**
- (g) **public park**

Secondary Uses:

The **secondary uses** in this **zone** are:

- (a) **amusement arcades major**
- (b) **boat storage**
- (c) **child care centre, major**
- (d) **commercial school**
- (e) **exhibition and convention facilities**
- (f) **gaming facilities**
- (g) **health services**
- (h) **offices**
- (i) **participant recreation services indoor**
- (j) **participant recreation services outdoor**
- (k) **personal service establishments**
- (l) **private clubs**
- (m) **private open space**
- (n) **residential security / operator unit**
- (o) **retail liquor sales establishment**
- (p) **retail stores convenience**
- (q) **retail stores general**

- (r) **Spectator and entertainment establishments**
- (s) **Utility services minor impact**

1.3 DEVELOPMENT REGULATIONS

- (a) Total density for the CD18 Zone shall not exceed 1,000 units of resort accommodation (187,500m²), 65,000m² of village commercial and 19,000m² of employee accommodation in accordance with the Vintage Landing Area Structure Plan adopted as part of the Kelowna Official Community Plan.

- (b) Resort accommodation will be made up of two types:

Type A - 500 units attached (apartment hotel, hotel or motel units in buildings exceeding 4 units with common amenities) – maximum area of 150m² per unit floor area net.

Type B - 500 units detached or semi-detached apartment hotel, hotel or motel units in buildings with four units or less with amenities that may be in separate buildings – maximum area 225m² per unit floor area net. The main floor footprint may not exceed 150m² per unit. Type B units must be served by a common reception area(s).

The maximum allowable density for each identified area within this zone shall be as follows, controlled by a restrictive covenant, and amended as subdivisions occur.

Area I – Wellness Village

- 250 units of resort accommodation.
(200 Type A, 50 Type B)

Area II – Winery and Resort Accommodation

- 150 units of resort accommodation.
(100 Type A, 50 Type B)

Area III – Hillside Resort Accommodation

- 300 units of resort accommodation.
(300 Type B)

Area IV – Waterfront Resort Accommodation

- 300 units of resort accommodation.
(200 Type A, 100 Type B)

In the event that areas III and IV do not achieve 600 resort accommodation units, the remaining balance of units can be transferred to areas I and II and utilized towards the 1,000 unit maximum subject to the covenants restricting allocations and amended concurrently to reflect maximums within this zone. Allocating units from areas I and II to areas III and IV is not permitted beyond unit allocation as described in 1.3(b).

- (c) Total allowable area of resort accommodation in the areas I – IV is 187,500m².
- (d) Total maximum allowable area of commercial uses is 65,000m² made up of wellness uses (health and medical treatment services and related accommodation) and commercial uses supportive to the resort.
- (e) The maximum allowable commercial space for each area within this zone shall be as follows.

Area I – Wellness Village

- Up to 56,000m²

Area II – Winery and Resort Accommodation

- Up to 2,000m²

Area III – Hillside Resort Accommodation

- Up to 1,000m²

Area IV – Waterfront Resort Accommodation

- Up to 6,000m²

In the event that areas II, III, and IV do not achieve allocation of stated commercial areas, the balance can be transferred to area I and utilized towards the 65,000m² maximum allowable commercial space. Commercial area not achieved in area I is not transferable to areas II, III and IV beyond allocation described in 1.3(e).

- (f) Within the comprehensive zone, 19,000m² floor area of employee accommodation can be built. (defined as floor area net as per City of Kelowna General Definitions)
- (g) Total overall maximum allowable square meterage for the CD zone is 271,500m².
- (h) Every phase of development will be controlled by a Development Permit and shall confirm the floor area net of resort accommodation, village commercial, and/or employee accommodation, and will be controlled by a restrictive covenant and amended at the time of Development Permit.
- (i) Type B resort accommodation units must be developed in conjunction with common reception area(s).
- (j) The winery and golf course buildings are not included in the total allowable square meterage calculation as they are associated with the vineyard and golf course operations. The winery buildings in area II will not exceed 1400m² in area and can be distributed over multiple buildings as may be required by the winery operation. Winery uses may include all activities associated with processing and production of wine. Wine related retail and restaurant space are included in this area.

The golf course buildings in area I will not exceed 1400m² in area and can be distributed over multiple buildings as may be required by the golf course operation. Golf course uses may include all activities associated with the operation and maintenance of a golf course. This will include golf retail and restaurant.

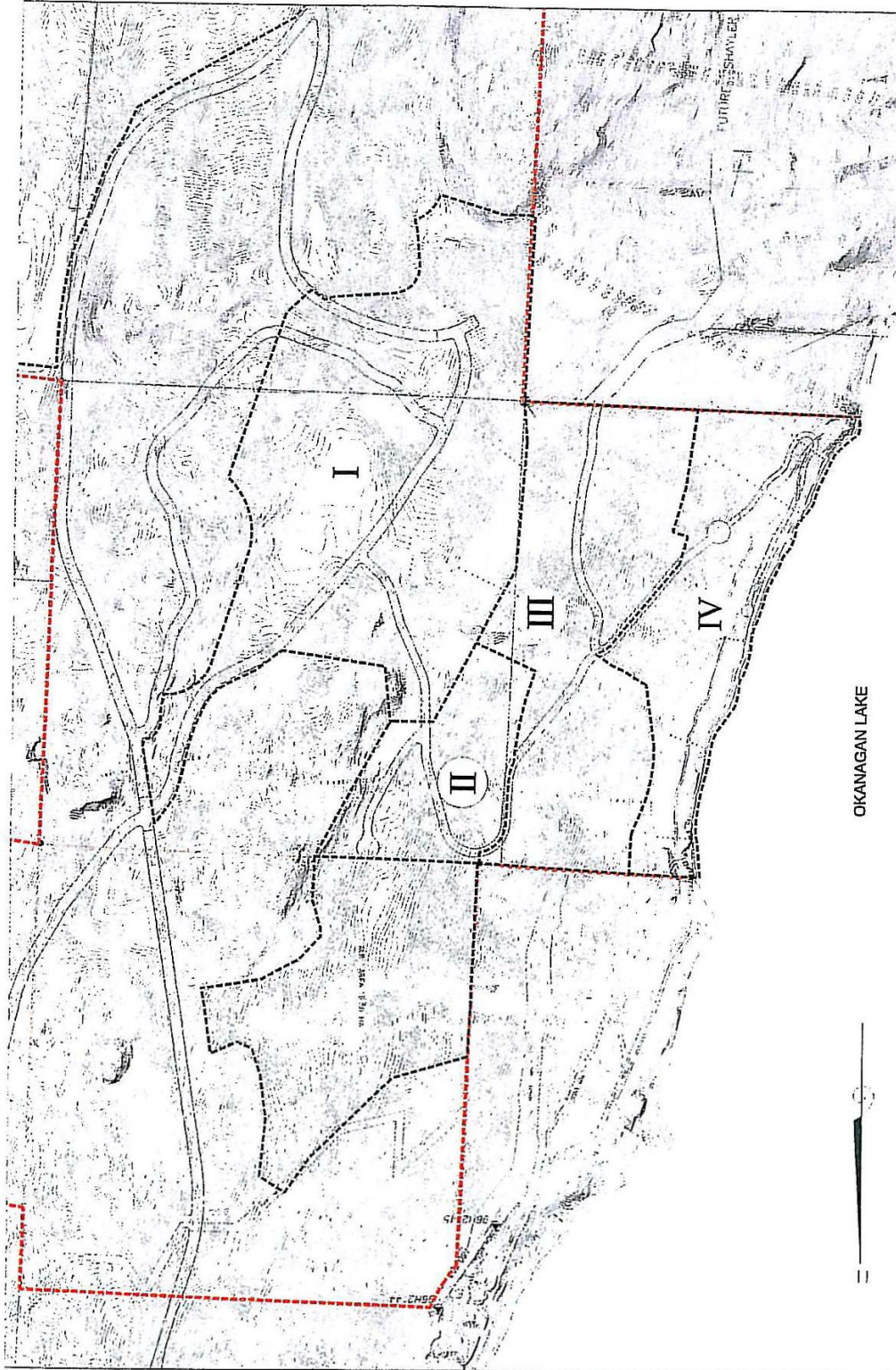
- (k) The siting of buildings shall be in general accordance with the plans of this comprehensive destination resort as approved and incorporated as CD-18 Illustrative Map I.

Impact to Environmentally Sensitive Areas designated as “High Value” or ESA 1 will be limited to infrastructure and utilities, where possible, and will strive to minimize impact to these areas. If development should occur within these areas, mitigation will promote no net loss to the habitat. If development is pursued in ESA 2 areas, portions of the habitat should be retained and integrated to maintain the contiguous nature of the

landscape. (see attached Wildlife Corridor map) Both ESA 1 and ESA 2 areas will require a Natural Environment/Hazardous Condition Development Permit to address the specific habitat or conditions outlined in the ESA Assessment Report. Some loss to these ESA areas can be offset by habitat improvements to the remaining natural areas found within the ASP boundary. In addition, any development that impacts slopes over 30% will require a Natural Environment/Hazardous Condition Development Permit. For any development to occur in these areas, it would have to be demonstrated that it will be sensitively integrated with the natural environment and will present no hazards to persons or property.

- (l) The maximum height of buildings and structures in this zone are as follows:
 - i) **Area I - Wellness Village Centre**
The lesser of 8½ storeys or 38.25 metres.
 - ii) **Area II - Winery and Resort Accommodation**
The lesser of 6½ storeys or 29.5 metres.
 - iii) **Area III - Hillside Resort Accommodation**
The lesser of 2 ½ storeys or 11.5 metres starting from deck elevation. Supportive deck structures cannot exceed 7.0m in height.
 - iv) **Area IV - Waterfront Resort Accommodation**
The lesser of 6½ storeys or 29.5 metres.
- (m) For any buildings or structures in area I that exceed 6½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
- (n) For any buildings or structures in areas II and IV that exceed 4½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
- (o) The minimum setback from the CD Zone boundary for all uses shall be 10m (33 ft.) with the exception of the CD Zone boundary that fronts Okanagan Lake riparian management area or any park areas where the setback will be 1.5m.
- (p) The minimum **front yard** is 0.0m.
- (q) The minimum **side yard** is 0.0m.
- (r) The minimum **rear yard** is 0.0m.
- (x) A publicly accessible trail system will be provided by statutory right-of-way in favour of the City of Kelowna throughout the development property. Specific locations and right-of-way widths will be determined at time of Development Permit and in general accordance with the Vintage Landing Area Structure Plan.

- (s) Signs for areas I and II shall be regulated as if in a C-2 zone.
- (t) Signs for area III shall be regulated as if in a W-2 zone.
- (u) In accordance with the Official Community Plan (OCP), all development within the zone shall require a Commercial Development Permit.
- (v) The parking and loading regulations of Section 8 will apply.
- (w) The route of public access along the foreshore will be via a statutory right-of-way in favour of the City of Kelowna to allow for public access during parks hours. Subject to regulatory approvals there may be some facilities built within the right-of-way that serve as common amenities for both resort users and members of the public providing it does not preclude public access.
- (x) A 4m wide publicly accessible trail system will be provided by statutory right-of-way in favour of the City of Kelowna throughout the development property. Specific locations will be determined at time of Development Permit and in general accordance with the Vintage Landing Area StructurePlan
- (y) Road design will be as per the City of Kelowna Hillside Standards.



OKANAGAN LAKE



KEY
MAP
1:750
Oct. 2007

Vintage Landing Comprehensive Development Zone

MAP "1"

REVISED VINTAGE LANDING
COMPREHENSIVE RESORT
DEVELOPMENT SITE PLAN

CITY OF KELOWNA
BYLAW NO. 11012
TA14-0017 -
CD18 - Vintage Landing Comprehensive Resort Development

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 deleting **Schedule 'B' - Comprehensive Development Zones, CD18 - Vintage Landing Comprehensive Resort Development** in its entirety and replacing with a new **CD18 - Vintage Landing Comprehensive Resort Development** 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

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule 'B' – Comprehensive Development Zones

CD18 – McKinley Beach Comprehensive Resort Development

1.1 PURPOSE

The purpose is to provide a zone for the development of a comprehensively planned multifaceted destination community having a variety of commercial and accommodation uses organized around a central lifestyle village.

1.2 PRINCIPAL AND SECONDARY USES

The principal and secondary uses in this zone vary in accordance with the key resort elements identified in the Vintage Landing Area Structure Plan adopted as part of the Kelowna Official Community Plan. Pursuant to the Area Structure Plan this zone has been organized into (4) four distinctive areas as illustrated on Map A. Each area will have its own allowable principal and secondary uses as follows:

1.2(a) AREA I Village Centre

Principal Uses:

The **principal uses** for the area designated as **Area I** on Map 1 are:

- (a) **apartment hotels**
- (b) **boat storage**
- (c) **broadcast studio** subject to 1.3f
- (d) **child care centre, major**
- (e) **community recreation services**
- (f) **congregate housing**
- (g) **emergency and protective services**
- (h) **exhibition and convention facilities**
- (i) **extended medical treatment services**
- (j) **food primary establishment**
- (k) **health services**
- (l) **hotels**
- (m) **liquor primary establishment**
- (n) **motels**
- (o) **non-accessory parking**
- (p) **offices**
- (q) **personal service establishments**
- (r) **private clubs**
- (s) **private education services**
- (t) **public parks**
- (u) **religious assemblies**
- (v) **retail liquor sales establishment**
- (w) **retail stores convenience**
- (x) **retail stores general**
- (y) **reservation centres**
- (z) **row housing** subject to 1.3e
- (aa) **single detached housing** subject to 1.3e
- (bb) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area I** on Map 1 are:

- (a) **amusement arcades major**
- (b) **artisan live/work studios**
- (c) **custom indoor manufacturing**
- (d) **emergency and protective services**
- (e) **gaming facilities**
- (f) **participant recreation services indoor**
- (g) **participant recreation services outdoor**
- (h) **private open space**
- (i) **recycled materials drop-off centre**
- (j) **residential security / operator unit**
- (k) **secondary suites in single detached housing** subject to 1.3e
- (l) **spectator and entertainment establishments** subject to 1.3h
- (m) **utility services minor impact**

1.2(b) AREA 2 Winery and Resort Accommodation**Principal Uses:**

The **principal uses** for the area designated as **Area II** on Map 1 are:

- (a) **apartment hotels**
- (b) **food primary establishment**
- (c) **hotels**
- (d) **liquor primary establishment**
- (e) **motels**
- (f) **retail liquor sales establishment**
- (g) **wineries and cideries**
- (h) **reservation centres**
- (i) **row housing** subject to 1.3e
- (j) **single detached housing** subject to 1.3e
- (k) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area II** on Map 1 are:

- (a) **amusement arcades major**
- (b) **health services**
- (c) **participant recreation services indoor**
- (d) **private clubs**
- (e) **private open space**
- (f) **residential security / operator unit**
- (g) **retail stores convenience**
- (h) **secondary suites in single detached housing** subject to 1.3e
- (i) **spectator and entertainment establishments** subject to 1.3h
- (j) **utility services minor impact**

1.2 (c) AREA III Hillside Resort Accommodation**Principal Uses:**

The **principal uses** for the area designated as **Area III** on Map 1 are:

- (a) **apartment hotels**
- (b) **hotels**
- (c) **motels**
- (d) reservation centres
- (e) **row housing** subject to 1.3e
- (f) **single detached housing** subject to 1.3e
- (g) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area III** on Map 1 are:

- (a) **health services**
- (b) **private open space**
- (c) **residential security / operator unit**
- (d) **secondary suites in single detached housing** subject to 1.3e
- (e) **utility services minor impact**

1.2(d) AREA IV Waterfront Resort Accommodations**Principal Uses:**

The **principal uses** for the area designated as **Area IV** on Map 1 are:

- (a) **apartment hotels**
- (b) **food primary establishment**
- (c) **hotels**
- (d) **liquor primary establishment**
- (e) marinas
- (f) marine equipment rentals
- (g) **motels**
- (h) **public park**
- (i) reservation centres
- (j) **row housing** subject to 1.3e
- (k) **single detached housing** subject to 1.3e
- (l) **semi-detached housing** subject to 1.3e

Secondary Uses:

The **secondary uses** for the area designated as **Area IV** on Map 1 are:

- (a) **boat storage**
- (b) **personal service establishments**
- (c) **private clubs**
- (d) **private open space**
- (e) **residential security / operator unit**
- (f) **retail liquor sales establishment**
- (g) **retail stores convenience**
- (h) **secondary suites in single detached housing** subject to 1.3e
- (i) **Utility services minor impact**

1.3 DEVELOPMENT REGULATIONS

- (a) Total density for the CD18 Zone shall not exceed 271,500m² in accordance with the Vintage Landing [McKinley Beach] Area Structure Plan adopted as part of the Kelowna Official Community Plan.
- (b) The maximum area of all commercial (retail and office) uses is 15,000m².
- (c) The maximum allowable area of all office use is 5000m². The maximum area of office space in any one building is 2000m² and the maximum size of any individual office tenancy shall not exceeding 500m².
- (d) The maximum area for any one individual retail tenancy in Area I is 5500m², in Areas II, III, IV the maximum area for any one tenancy is 400m².
- (e) Density in the CD18 zone will be controlled in the form of a 219 covenant registered on the remainder parcel(s), which will indicate an allowable buildable area equal to the total site density of 271,500m² as outlined in section 1.3 (a) and which will be reduced by the:
 - 1. buildable area approved through all Form & Character Development Permits within the CD18 Areas, and
 - 2. for those lots not requiring a form & character Development Permit it will be through the subdivision approval process based on a calculation of 350m² per unit (based on 1.3(f) Type B below). *For example: if there are 10 lots being approved and eight of those lots are for single detached housing and two of the lots are for semi-detached housing the calculation used to determine the buildable area would be $12 \times 350\text{m}^2 = 4,200\text{m}^2$.*

The registered 219 Covenant will be amended, to reflect the remaining buildable area, as a condition of issuance of every Development Permit under 1.3(e)1 and as a condition of every subdivision approval under 1.3(e)2.

- (f) Resort accommodation which allows for short-term stays is made up of two types:

Type A:

Attached apartment hotel, hotel, congregate housing, motel units or row housing units (units in buildings exceeding 4 units with common amenities) – maximum area of 150m² per unit floor area net.

Type B:

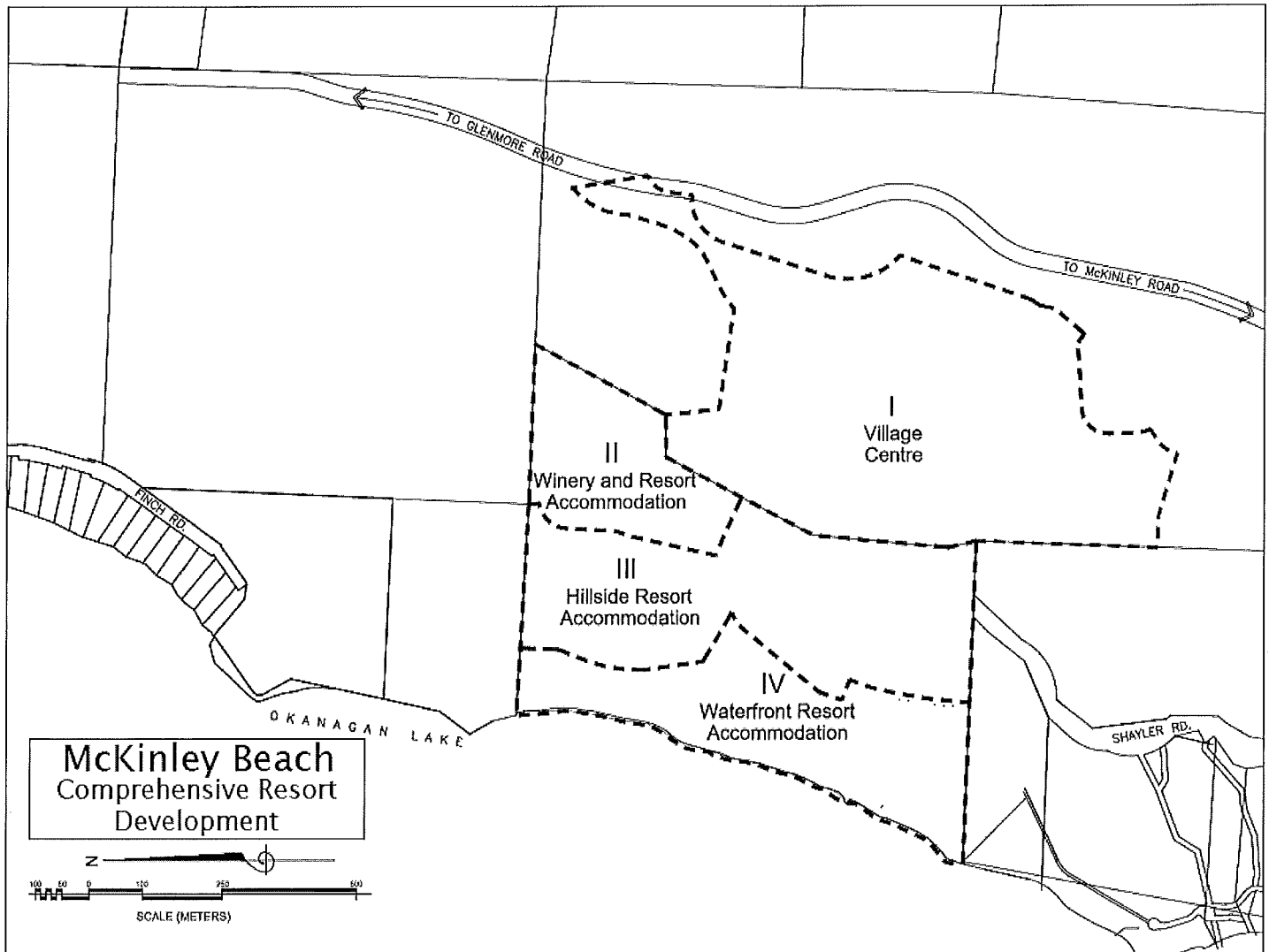
Single detached housing with or without secondary suites, semi-detached housing, row housing with four units or less, with amenities that may be in separate buildings. The maximum gross floor area is 350m² per unit (excluding garages). The main floor footprint (excluding garage) may not exceed 175m² per unit (excluding garages). Type B units must be served by a common on-site or off-site reservation centre(s).

- (g) Broadcasting studios exclude facilities for permanent operation of radio and television stations and must be limited to television, movie and sound stage production.
- (h) Spectator and entertainment establishments exclude permanent stadiums, arenas, cineplex's and multiplexes.
- (i) Natural Environment/Hazardous Conditions

1. Impact to Environmentally Sensitive Areas designated as "High Value" or ESA 1 will be limited to infrastructure and utilities, where possible, and will strive to minimize impact to these areas. If development should occur within these areas, mitigation will promote no net loss to the habitat. If development is pursued in ESA 2 areas, portions of the habitat should be retained and integrated to maintain the contiguous nature of the landscape.
 2. Both ESA 1 and ESA 2 areas will require a Natural Environment/Hazardous Condition Development Permit to address the specific habitat or conditions outlined in the ESA Assessment Report. Some loss to these ESA areas can be offset by habitat improvements to the remaining natural areas found within the ASP boundary.
 3. Any development that impacts slopes over 30% will require a Natural Environment/Hazardous Condition Development Permit. For any development to occur in these areas, it would have to be demonstrated that it will be sensitively integrated with the natural environment and will present no hazards to persons or property.
- (j) Building Height:
1. The maximum height of buildings and structures in this zone are as follows:
 - Area I - Village Centre is the lesser of 8½ storeys or 38.25m.
 - Area II - Winery and Resort Accommodation is the lesser of 6½ storeys or 29.5m.
 - Area III - Hillside Resort Accommodation is the lesser of 2 ½ storeys or 11.5m starting from deck elevation. Supportive deck structures cannot exceed 7.0m in height.
 - Area IV - Waterfront Resort Accommodation is the lesser of 6½ storeys or 29.5m.
 2. For any buildings or structures in area I that exceed 6½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
 3. For any buildings or structures in areas II and IV that exceed 4½ storeys any exposed storey where parking is provided within the building must include 60% of the exposed area as habitable space.
4. Setbacks:
1. The minimum setback from the CD Zone boundary for all uses shall be 10m (33 ft.) with the exception of the CD Zone boundary that fronts Okanagan Lake riparian management area or any park areas where the setback will be 1.5m.
 2. The minimum **front yard** is 0.0m.
 3. The minimum **side yard** is 0.0m.
 4. The minimum **rear yard** is 0.0m.

5. Signs:
1. Signs for Areas I and II shall be regulated as if in a C2 zone.
 2. Signs for Area III shall be regulated as if in a W-2 zone.
- (l) In accordance with the Official Community Plan (OCP), all development, except single-detached dwellings with or without secondary suites, within the zone shall require a Form and Character Development Permit.
- (m) The parking and loading regulations of Section 8 will apply.
- (n) A publicly accessible trail system will be provided by statutory right-of-way in favour of the City of Kelowna throughout the development property. Specific locations and right-of-way widths will be determined at time of Development Permit and in general accordance with the Vintage Landing Area Structure Plan
- (o) Road design will be as per the City of Kelowna's October 2009 Hillside Standards as may be amended.

CD18 -McKinley Beach Comprehensive Resort Development
Map A



REPORT TO COUNCIL



Date: 9/29/2014

RIM No. 1250-30

To: City Manager

From: Urban Planning (AW)

Application: OCP14-0013 / Z14-0027

Owner: Dr. Heather Martin
City of Kelowna

Address: 310 & 320 Strathcona Avenue

Applicant: Meiklejohn Architects

Subject: OCP Amendment and Zone Amendment

Existing OCP Designation: Educational / Major Institutional

Proposed OCP Designation: Health District

Existing Zone: P1 - Major Institutional
RU1 - Large Lot Housing

Proposed Zone: HD2 - Hospital and Health Support Services

1.0 Recommendation

That Official Community Plan Bylaw Amendment No. OCP14-0013 to amend Map 19.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 22, District Lot 14, ODYD, Plan 535 Except Plan KAP81038, located at 310 Strathcona Avenue and Lot 21, District Lot 14, ODYD, Plan 535, located at 320 Strathcona Avenue from Educational / Major Institutional to Health District, as shown on Map "A" attached to the Report of the Land Use Management Department dated September 29th, 2014, be considered by Council;

AND THAT Council considers the applicant's July 29th, 2014 Public Information Meeting as outlined in the attached summary report to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Land Use Management Department dated September 29th, 2014;

AND THAT Rezoning Application No. Z14-0027 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 22, District Lot 14, ODYD, Plan 535 Except Plan KAP81038, located at 310 Strathcona Avenue from RU1 - Large Lot Housing to HD2 - Hospital and Health Support Services and Lot 21, District Lot 14, ODYD, Plan 535, located at 320 Strathcona Avenue from P1 - Major Institutional to HD2 - Hospital and Health Support Services be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment and 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 on the subject properties;

AND FURTHER 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 FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the submission of a plan of subdivision to consolidate the properties.

2.0 Purpose

To consider the proposed OCP and Zone Amendments in order to accommodate a 3.5 storey mixed use health services building.

3.0 Urban Planning Department

The City has spent a significant amount of time and resources in recent years studying the land uses in the hospital precinct (adjacent to this proposed development site). As one of the first private developments to come forward in the hospital precinct, staff are aware of the apprehension expressed by residents in the area.

Staff feel the proposed land use is comparable to what could be located on the subject properties should they be redeveloped as designated in the Official Community Plan, although the project would be private rather than institutional. The original intent and reason for the Educational / Major Institutional designation was to allow the Interior Health Authority to grow the KGH campus further west. As this is no longer the case it makes more sense that the properties be re-designated and rezoned to allow for a mixed use health services project. A project of this nature will help to support the KGH campus with additional food services, adjacent medical clinics and rental housing that could cater to KGH Staff.

For a number of years the subject properties have been designated for a higher form of development but were also kept in the Heritage Conservation Area to recognize the existing context and single family dwelling character. The application is not in keeping with the purpose of the Abbott Street & Marshall Street Heritage Conservation Area Development Guidelines, which is to maintain the existing single or two family residential and historical character of the area. However, the historical character and value of these properties has been significantly impacted by the surrounding institutional land uses. As summarized at the end of this report, the Community Heritage Committee (CHC) did not support this application because it does not fit within the guidelines for the Heritage Conservation Area. The City's Policy & Planning Department will take this area under consideration with Phase II of the Hospital Area Plan.

Staff do consider the application to be consistent with the intent of the OCP to support operations at Kelowna General Hospital with a built form and character that is sensitive to the surrounding neighbourhood. The proposed health service offices complement the adjacent land uses and the residential components provide an appropriate transition to the residential neighbourhood along Abbott Street. As summarized in the applicant's letter (attached) the applicant has made a number of modifications to the form of project in an attempt to address items that were of neighbourhood concern. For these reasons Staff are supportive of the proposed development. The Cancer Society Building is the most impacted neighbour and they have submitted a letter of support for the project.

4.0 Proposal

4.1 Background

The subject properties were designated Institutional in 1995 as part of the 1994-2013 OCP. The Heritage Conservation Area (HCA) was established in 1998, and the properties were single family residential halfway to Long Street, including what is now the Cancer Clinic. The HCA boundaries have not changed since they were established in 1998.

At the May 29th, 2012 meeting Council approved rezoning 320 Strathcona Avenue to P1 - Major Institutional in order to convert the existing single family to a doctor's office.

4.2 Project Description

The subject properties are designated Educational / Major Institutional in the 2030 OCP and are next to the Kelowna General Hospital and directly adjacent to the Cancer Lodge. The project contemplates amending the OCP to Health District and to rezone to the HD2 zone to accommodate the proposed development. As the subject property is located in the Abbott Street Heritage Conservation Area, a Heritage Alteration Permit is required for the project. Neither property is located on the Heritage Register.

The southwest corner is the main feature of the proposal as it is the most prominent exposure and the anchor for the design. The building facade steps back from the street at both the first and third floors in a pleasing form, this helps to break down the massing and scale of the building. The main portion of the building containing restaurant and health services steps back from the under-building parking structure with a patio. The building fronts both Strathcona Avenue and Abbott Street with masonry & stucco facades. The proposed development contemplates a few variances, the project compares to the HD2 zone as follows:

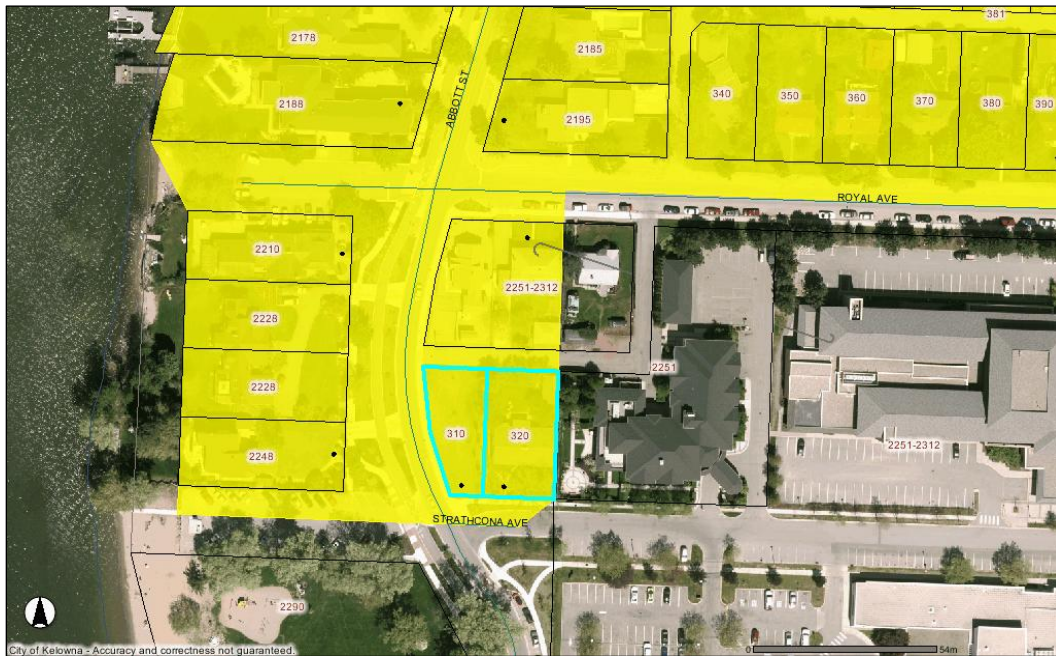
Zoning Analysis Table		
CRITERIA	HD2 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Floor Area Ratio	1.2	1.08
Height	16.5 m	13.26 m / 3.5 storeys
Front Yard (south)	1.5 m parkade with landscaped berm 4.5 m	1.5 m to parkade 4.5 m to building
Side Yard (east)	1.5 m parkade with landscaped berm 4.5 m - Building	0.4 m to parkade ❶ 4.5m to building
Side Yard (west)	1.5 m parkade with landscaped berm 4.5 m - Building	4.5 m to parkade 4.5 m to building
Rear Yard (north)	3.0 m	5.7 m
Site coverage	55%	46.5%
Other Regulations		
Minimum Parking Requirements	30 stalls	30 stalls
Bicycle Parking	Class I: 2 stalls Class II: 4 stalls	Class I: 3 stalls Class II: 5 stalls
Private Open Space	100m ²	220m ²
Loading Space	1 stall	1 stalls
❶ Vary the parkade setback from 1.5m required to 0.4m for the eastern side yard setback.		

4.3 Site Context

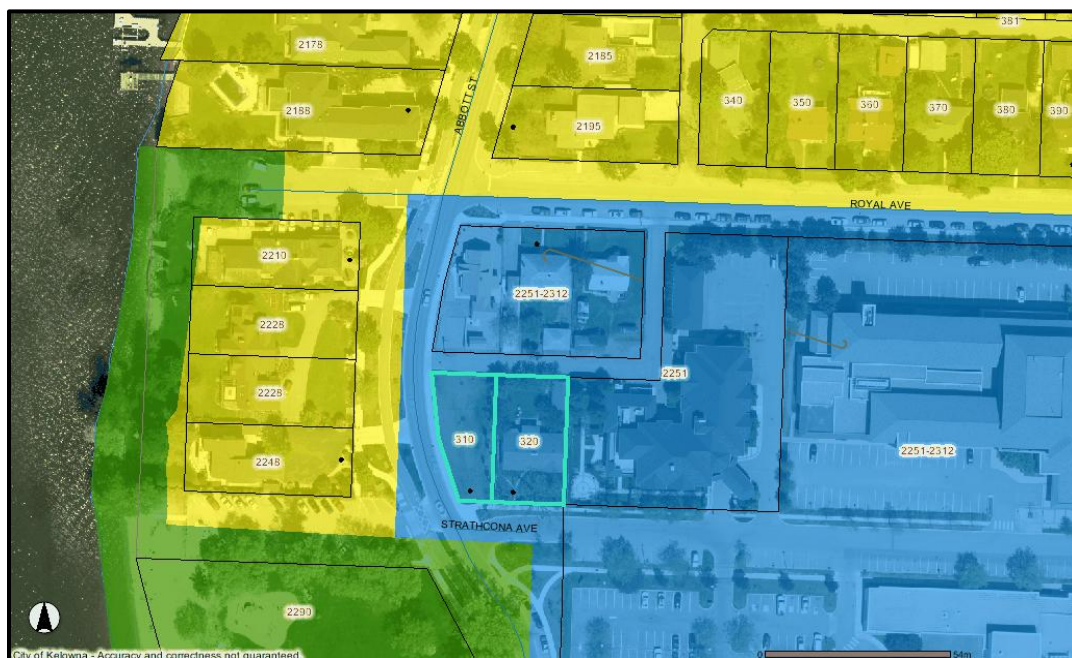
The subject properties are located along Strathcona Avenue directly adjacent to the Cancer Lodge and across from the Kelowna General Hospital. The properties are also located within the Abbott Street Heritage Conservation Area. The adjacent land uses are as follows:

<i>Direction</i>	<i>Zoning Designation</i>	<i>Land Use</i>
North	RU6 - Two Dwelling Housing	Vacant
East	P1 - Major Institutional	Cancer Lodge
South	HD1 - Kelowna General Hospital	Hospital
West	RU6 - Two Dwelling Housing	Vacant

Subject Property Map: 310 & 320 Strathcona Avenue & Heritage Conservation Area



Subject Property Map: 310 & 320 Strathcona Avenue & OCP Future Land Use



5.0 Current Development Policies

Staff recommends that the applicant's July 29th, 2014 Public Information Meeting be considered appropriate consultation for the purpose of Section 879 of the *Local Government Act*, and that the process is sufficiently early and does not need to be further ongoing in this case. Furthermore, additional consultation with the Regional District of Central Okanagan is not required in this case.

Staff have reviewed this application, and it may move forward without affecting either the City's Financial Plan or Waste Management Plan.

5.1 Kelowna Official Community Plan (OCP)

5.1.1 Land Use Designations - Educational / Major Institutional (Chapter 4)

Schools, university, colleges, correctional facilities, hospital, fire halls, cemeteries, major government, cultural or recreational facilities, religious assembly and seniors' facilities. Religious assembly uses may include a multiple unit residential component only where the surrounding land uses are designated for similar densities/land uses. Major government, cultural, and recreational facilities may include associated commercial uses.

5.1.2 Urban Design Guidelines (Chapter 14) - Revitalization Development Permit Area

Revitalization Design Guidelines

- Use appropriate architectural features and detailing of buildings and landscapes to define area character;
- Convey a strong sense of authenticity through high quality urban design that is distinctive of Kelowna;
- Provide for a scale and massing of buildings that promotes an enjoyable living, pedestrian, working, shopping and service experience;

5.1.2 Heritage Conservation Area Guidelines (Chapter 18)¹

- Maintain the residential and historical character of the Marshall Street and the Abbott Street Heritage Conservation Areas;
- Encourage new development, additions and renovations to existing development which are compatible with the form and character of the existing context;
- Ensure that change to buildings and streetscapes will be undertaken in ways which offer continuity of the 'sense-of-place' for neighbours, the broader community; and
- Provide historical interest for visitors through context sensitive development.

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
- Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
- A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):

¹ City of Kelowna Official Community Plan, Chapter 16

- Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
- Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
- The code analysis is also to address the interconnected floor spaces (restraint & mechanical area) per the prescriptive requirements of the code or an alternative solution needs to be accepted by the Chief Building Inspector in lieu
- A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application. A minimum Geodetic Elevation of 343.66 meters is required for all habitable spaces, there are 4 requirements to be followed to allow the parkade slab to be below 343.66:
 1. Raise the grade at any openings including windows, doors and garage doors to prevent water ingress;
 2. The walls and slab must be sealed (tanked);
 3. The strata bylaw must include the requirement that no storage other than licensed movable vehicles;
 4. The parkade slab elevation at the lowest point may not be below 343.00.
- We strongly recommend that the developer have his professional consultants review and prepare solutions for potential impact of this development on adjacent properties. Any damage to adjacent properties is a civil action which does not involve the city directly. The items of potential damage claims by adjacent properties are items like settlement of foundations (preload), damage to the structure during construction, additional snow drift on neighbour roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.
- Guards are required for all decks. The drawings provided don't clearly identify these requirements since they appear to be defined as climbable, but will be reviewed at time of building permit application. The appearance of these guards may affect the form and character of the building.
- Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
- An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc
- Washroom requirements for base building are to be addressed in the building permit application.
- Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
- Mechanical Ventilation inlet and exhausts vents are not clearly defined in these drawings for the enclosed parking. The location and noise from these units should be addressed at time of Development Permit.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure.

6.2 Development Engineering Department

See Attached.

6.3 Fire Department

- Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required.
- A visible address must be posted on Strathcona as per City of Kelowna By-Laws
- Sprinkler drawings are to be submitted to the Fire Dept. for review when available. Ensure that isolation valves are at an acceptable level as per the COK Bylaw 10760.
- A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD or DVD to facilitate Fire Department pre-planning for this structure. The fire safety plan should clearly detail the unique requirements for this structure. A copy of the sprinkler system owner's certificate is to be included in the fire safety plan.
- Fire Department access is to be met as per BCBC 3.2.5.6
- Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance. Kurt's Lock & Safe at 100A - 1021 Ellis Street, Kelowna is the approved supplier for flush mount lock boxes.
- The standpipes connections are to be installed on the transitional landings of the stairwells as per NFPA 14.
- All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- Fire alarm system is to be monitored by an agency meeting the CAN/ULC S562 Standard.
- Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- Fire department connection is to be within 45M of a fire hydrant - please ensure this is possible and that the FD connection is clearly marked and visible from the street.

6.4 Interior Health Authority

No Concerns. Support the application.

6.5 Fortis BC (Electric)

There are primary distribution facilities along Strathcona Avenue and Abbott Street. Due to the size and use of the development, it is likely that 3 phase power will be required. The SRW must be entirely on private property and the area required to accommodate that size of transformer is 5m x 5m. It is unclear whether that much room has been accounted for in the proposed design. The applicant is responsible for costs associated with any change to the subject lots' 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: June 13th, 2014
Community Heritage Committee: July 3rd, 2014

THAT the Community Heritage Committee does NOT support Heritage Alteration Permit Application No. HAP14-0009 for the properties located at 310 & 320 Strathcona Avenue in order to accommodate a 3.5 storey mixed use health services building.

Anecdotal Comments:

The Community Heritage Committee feels that the subject properties, although within the Heritage Conservation Area, are in the Hospital interface area for which the Community Heritage Committee has previously requested further direction from Council. If the proposed building was on the edge of the Heritage Conservation Area but not in it, the Committee would not have a

problem with the form and character facing the Heritage Conservation Area. The Committee expressed a concern that the proposed building contains condo units and therefore is neither a residence or a medical facility. The Committee also expressed a concern that the proposed building does not meet the Heritage Conservation Area Development Guidelines with respect to Form and Character.

Public Information Meeting: July 29th, 2014

Report prepared by:

Alec Warrender, Urban Planning

Reviewed by:

☐

Ryan Smith, Manager, Urban Planning

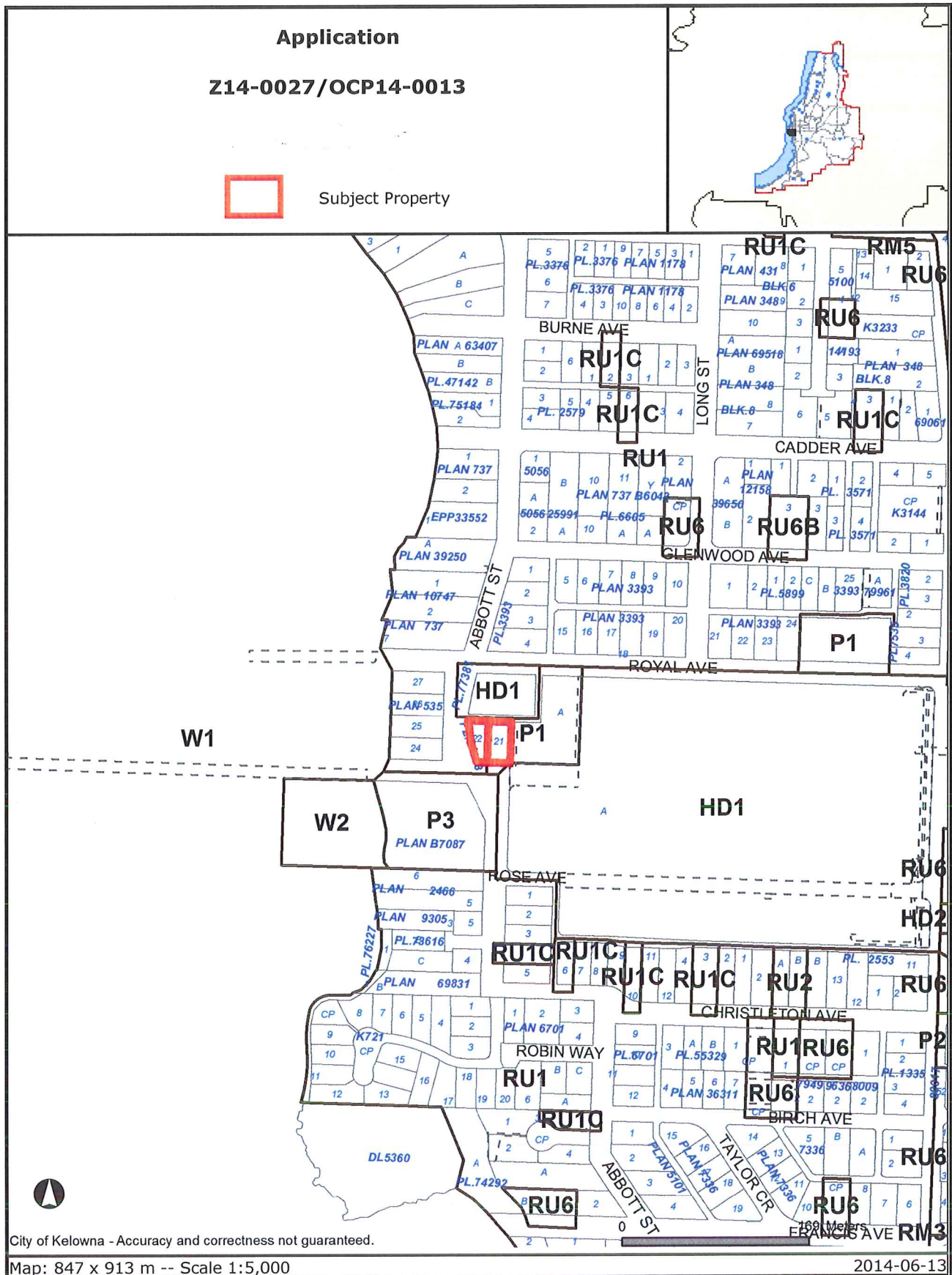
Approved for Inclusion:

☐

D. Gilchrist, Div. Dir. of Community Planning and Real Estate

Attachments:

Map 'A'
Subject Property Map
Site Plan & Drawings
Conceptual Elevations
Landscape Plan
Development Engineering Memorandum
Applicant's Letter of Rationale
Public Information Meeting Summary



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.

2188

2195

340



ROYAL AVE

2210

2251-2312

Subject Properties Notes:

Amend the OCP for the subject properties from Educational/Institutional (EDINST) to Health District (HLTH).

2228

2228

2251

2248

ABBOTT ST

310

320

STRATHCONA AVE

2290

MAP "A" OCP AMENDMENT OCP14-0013

-  Education / Institutional
-  Major Park and Open Space
-  Single / Two Unit Residential
-  Legal Parcel
-  Subject Properties
-  EDINST to HLTH

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

0 5 10 Metres

Rev. Jun 23, 2014

Date	2014-09-21
Job No.	8887543664
Scale	AS 50/200
Person	SA
Checked	J.M.

BUILDING AND FLOOR AREAS:						
	GFA	GFA	NFA	NFA	Assembly	Assembly
	sqft	sqm	sqft	sqm	sq	sqm
Hall (bowl)	0,700	800	restaurant + bar	560	51	
Hall (upper)	5,500	467	restaurant + upper	1,540	139	
			cinema (seats 4)	1,600	177	345
2nd	0,700	622	office	2,700	261	
			office	2,000	203	
3rd	4,600	427	cinema (seats 1)	800	80	160
			cinema (seats 2)	800	74	140
			cinema (seats 3)	1,300	120	240
total	25,500	2,394		12,600	1,208	2,405
						250

SPATIAL SEPARATION:		3.2.3.1.D	
WALL HEIGHT (A mm)	2440 mm	SPACER	45 mm WALL
WALL THICKNESS (B mm)	100 mm	SPACER (from ceiling line)	45 mm
CEILING HEIGHT (C mm)	2440 mm	STUDS	45 mm studs
CEILING JOIST (D mm)	2440 mm	CEILING	45 mm
% PERMITTED (A/B)	24%	CEILING (center of joist)	45 mm
% PERMITTED (C/B)	24%	CEILING (center of joist)	45 mm
CONSTRUCTION TYPE	CONCRETE	CONSTRUCTION	CONCRETE
CLADDING MATERIAL	CONCRETE	CONSTRUCTION	CONCRETE
REQUIRED MINIMUM	45 mm	CONSTRUCTION	CONCRETE

OCCUPANT LOAD		TABLE 3.1.17.1.	
1st floor/paper	2 persons / labelling room + 2 lockers/rooms	4 persons	
2nd	1.2 m / person + 100 mm measurement 8.1 m / person + 515 mm offices	seating to be provided in 40 persons	
3rd	2 persons / labelling room + 5 lockers/rooms	50 persons	
		15 persons	
		total (per reading only)	110 persons

Commercial Offices	Client is 0.1 per sq ft x 1 = 1 lbs	Client is 0.2 per 100 sq G.A. = 0.01 sq ft per 100 sq G.A. = 0.2 = 2 lbs/sq ft	Client is 0.2 per 100 sq G.A. = 0.01 sq ft per 100 sq G.A. = 0.2 = 2 lbs/sq ft	5 lbs/sq ft in danger room
Frage: Restaurant		Client is 0.1 per 100 sq G.A. = 0.01 sq ft per 100 sq G.A. = 0.1 = 1 lbs/sq ft	Client is 0.1 per 100 sq G.A. = 0.01 sq ft per 100 sq G.A. = 0.1 = 1 lbs/sq ft	
NUMBER OF LOADING SPACES	1 per 2400 sq ft commercial + 1 vehicle lift.			1 space
SEPTICHOSE TO PARKING (MT)	N/A	N/A	N/A	
NORTH (feet)	N/A	N/A	N/A	
EAST (feet)	N/A	N/A	N/A	
SOUTH (feet)	N/A	N/A	N/A	
WEST (feet)	N/A	N/A	N/A	
FLOOR AREA (MT)	1,600 sq ft min max.	1,600 sq ft min max.	1,200 sq ft min	
FLOOR AREA (MT) (F.A.H.)	1.2 min.		0.8 ft	
BUILDING (B) SEPTICHOSE (MT)	3.0 x 110 (CFT) - 330 lbs a living	3.0 x 110 (CFT) - 330 lbs a living	3.0 x 110 (CFT) - 330 lbs a living	
NORTH (feet)	14.4 (CFT) to garage	14.4 (CFT) to garage	14.4 (CFT) to offices	
EAST (feet)	4.5 (CFT) to garage	4.5 (CFT) to garage	4.5 (CFT) to offices	
WEST (feet)	1.5 (CFT) to garage	1.5 (CFT) to garage	1.5 (CFT) to offices	
EAST (feet)	1.5 (CFT) to garage	1.5 (CFT) to garage	1.5 (CFT) to offices	
DATA/LOAD ANGLE (IF A TOWER)	N/A	N/A	N/A	
POULTRY HEIGHT (IF PROPOSED)	N/A	N/A	N/A	
POULTRY PLATE SIZE (IF REQUIRED)	N/A	N/A	N/A	

PARKING CALCULATIONS			
	WIDTH	LENGTH	AREA ²
FIELD SIZE STALL	10'0" (2.54 m)	10'0" (2.54 m)	100' (2.54 m) ²
REAR DRIVE STALL	7'0" (1.78 m)	10'0" (2.54 m)	70' (1.78 m) x 10' (2.54 m)
COMPACT DRIVE STALL (90° turn)	6'0" (1.52 m)	10'0" (2.54 m)	60' (1.52 m) x 10' (2.54 m)
DIAGONAL STALL	11'0" (2.74 m)	10'0" (2.54 m)	110' (2.74 m) x 10' (2.54 m)
DRIVE ALLEYS (2-way 90° turn)	22'0" (5.49 m)		
PARKING REQUIREMENTS:			
Commercial Offices	2.5 stalls / 1,000 sq ft x 625 sq ft		16 stalls
Residential	1 stall / 4 units x 40 units		16 stalls
TOTAL PARKING PROVIDED	1 stall / unit x 40 units		40 stalls
PARKING IS EXCESS (INCLUDE 7 MEDIAN STALLS)			
			30 stalls

BUILDING CODE REVIEW					
OCCUPANCY	GROUP A2	GROUP C	GROUP F	GROUP F3	
APPLICABLE	3.2.2.42	3.2.2.48	3.2.2.50	3.2.2.80	
NO. OF STORIES	4 stories				
NO. OF STREETS FRONTING	2				
MAX. BUILDING AREA	800 sq.m	3,324 sq.ft			
CONSTRUCTION TYPE	NON-COMBUST.				
SPRINKLER	YES				
ASSEMBLY RATINGS					
ROOF	TYP.				
WALLS	TYP.				
FLOOR	TYP.				
STAIRS	TYP.				
1st (or greater) basement parking					
					3A.1.1.

LOCATION OF HYDRANT TO SHAMISE CONNECTION	45 m MAX. YES (if each stair)	3.2.4.5. 3.2.4.6.
SPRINKLERED	YES	
FIRE ALARM SYSTEM	YES	3.2.4.1.(2)(b)
EXIT LIGHTS	YES	
EMERGENCY LIGHTING	YES	

REQUIRED FIRE SEPARATIONS		3.1.3.1.
TENANTS / MAJOR OCCUPANCIES		
GROUP A2 TO D	1 hr	
GROUP A2 TO F3	1.5 hr	
GROUP D TO F3	1.5 hr	
GROUP C TO F3	1.5 hr	
GROUP D TO C	1 hr	
GROUP C TO C	1 hr	3.2.1.1.
SERVICES ROOMS	1 hr	3.2.2.
JANITOR ROOM	removed fire separation	

[illegible]

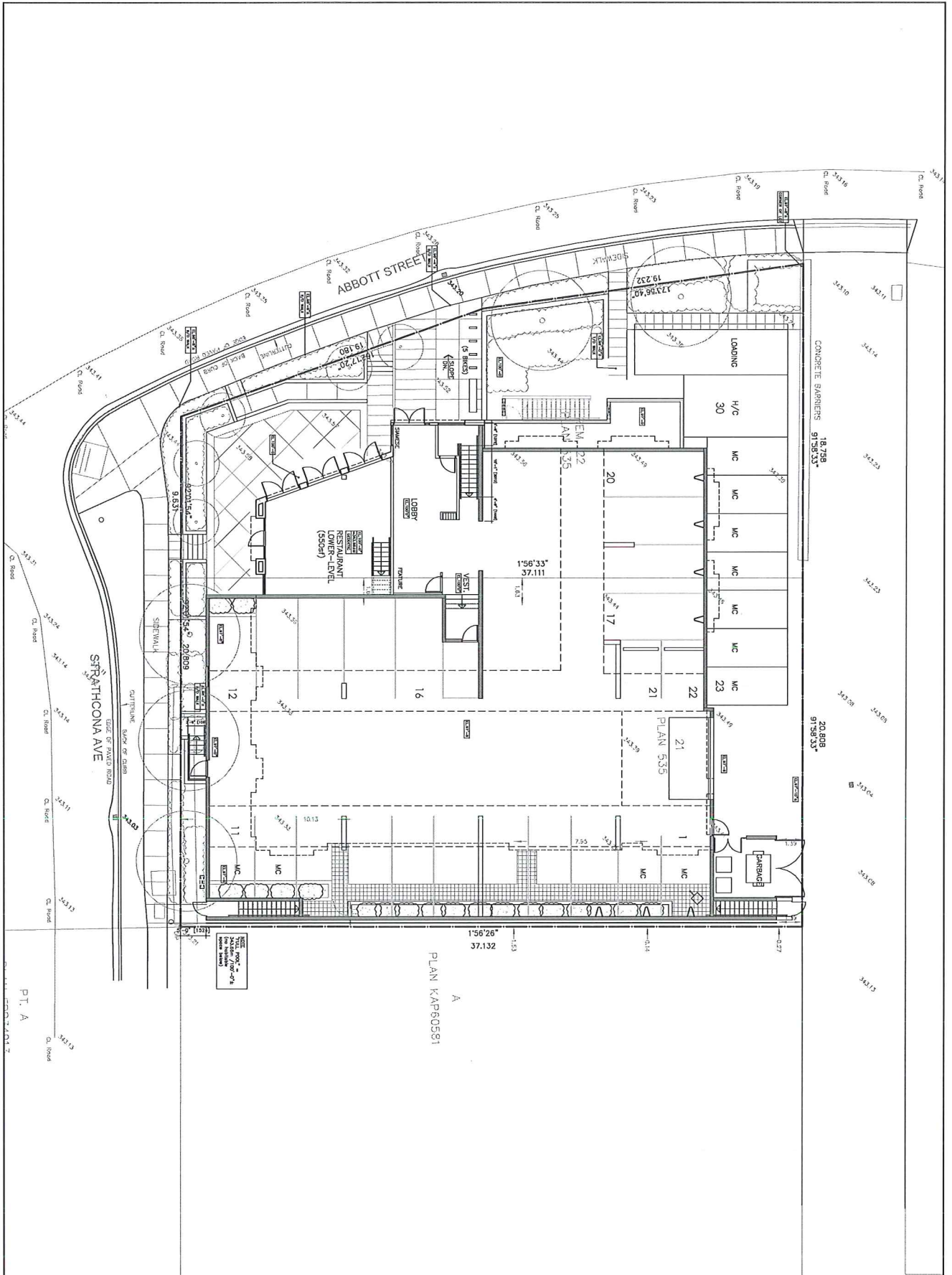
TABLE 3.7.2.2.1(3)	
1st level/entry	Each trainee to confirm workstation requirements to suit their needs. All workstations to be confirmed before trainees report (i.e., a supervisor to confirm workstation requirements to suit each CRU).
2nd	Each trainee to confirm workstation requirements to suit their needs. All workstations to be confirmed before trainees report (i.e., a supervisor to confirm workstation requirements to suit each CRU).
3rd	Each trainee to confirm workstation requirements to suit their needs. All workstations to be confirmed before trainees report (i.e., a supervisor to confirm workstation requirements to suit each CRU).

note: 1st row required for each individual unit

ACCESSIBILITY REQUIREMENTS		3.8
ACCESS TO MAIN ENTRANCES	REQUIRED	PROMISED
ACCESS TO ALL FLOORS	YES	YES
ACCESSIBLE TO ALL FLOORS (commercial only)	YES	YES
ACCESSIBLE WASHROOM (commercial only)	YES	YES

EXIT FACILITIES		3.1. TO 3.6	
REQUIRED DATA		3.1. TO 3.6	
1. MEASUREMENT LOCUS		3.1. TO 3.6	
3.1. TO 3.6		3.1. TO 3.6	
EXIT WIDTH	REQUIRED	mm	PROVIDED
DOORS		600	1524 mm
1st floor doors		600	2. 3. 30" x 72"
2nd floor doors		600	1524 mm
3rd floor doors		600	2. 3. 30" x 72"
4th floor doors		600	1524 mm
5th floor doors		600	2. 3. 30" x 72"
6th floor doors		600	1524 mm
7th floor doors		600	2. 3. 30" x 72"
8th floor doors		600	1524 mm
9th floor doors		600	2. 3. 30" x 72"
10th floor doors		600	1524 mm
11th floor doors		600	2. 3. 30" x 72"
12th floor doors		600	1524 mm
13th floor doors		600	2. 3. 30" x 72"
14th floor doors		600	1524 mm
15th floor doors		600	2. 3. 30" x 72"
16th floor doors		600	1524 mm
17th floor doors		600	2. 3. 30" x 72"
18th floor doors		600	1524 mm
19th floor doors		600	2. 3. 30" x 72"
20th floor doors		600	1524 mm
21st floor doors		600	2. 3. 30" x 72"
22nd floor doors		600	1524 mm
23rd floor doors		600	2. 3. 30" x 72"
24th floor doors		600	1524 mm
25th floor doors		600	2. 3. 30" x 72"
26th floor doors		600	1524 mm
27th floor doors		600	2. 3. 30" x 72"
28th floor doors		600	1524 mm
29th floor doors		600	2. 3. 30" x 72"
30th floor doors		600	1524 mm
31st floor doors		600	2. 3. 30" x 72"
32nd floor doors		600	1524 mm
33rd floor doors		600	2. 3. 30" x 72"
34th floor doors		600	1524 mm
35th floor doors		600	2. 3. 30" x 72"
36th floor doors		600	1524 mm
37th floor doors		600	2. 3. 30" x 72"
38th floor doors		600	1524 mm
39th floor doors		600	2. 3. 30" x 72"
40th floor doors		600	1524 mm
41st floor doors		600	2. 3. 30" x 72"
42nd floor doors		600	1524 mm
43rd floor doors		600	2. 3. 30" x 72"
44th floor doors		600	1524 mm
45th floor doors		600	2. 3. 30" x 72"
46th floor doors		600	1524 mm
47th floor doors		600	2. 3. 30" x 72"
48th floor doors		600	1524 mm
49th floor doors		600	2. 3. 30" x 72"
50th floor doors		600	1524 mm
51st floor doors		600	2. 3. 30" x 72"
52nd floor doors		600	1524 mm
53rd floor doors		600	2. 3. 30" x 72"
54th floor doors		600	1524 mm
55th floor doors		600	2. 3. 30" x 72"
56th floor doors		600	1524 mm
57th floor doors		600	2. 3. 30" x 72"
58th floor doors		600	1524 mm
59th floor doors		600	2. 3. 30" x 72"
60th floor doors		600	1524 mm
61st floor doors		600	2. 3. 30" x 72"
62nd floor doors		600	1524 mm
63rd floor doors		600	2. 3. 30" x 72"
64th floor doors		600	1524 mm
65th floor doors		600	2. 3. 30" x 72"
66th floor doors		600	1524 mm
67th floor doors		600	2. 3. 30" x 72"
68th floor doors		600	1524 mm
69th floor doors		600	2. 3. 30" x 72"
70th floor doors		600	1524 mm
71st floor doors		600	2. 3. 30" x 72"
72nd floor doors		600	1524 mm
73rd floor doors		600	2. 3. 30" x 72"
74th floor doors		600	1524 mm
75th floor doors		600	2. 3. 30" x 72"
76th floor doors		600	1524 mm
77th floor doors		600	2. 3. 30" x 72"
78th floor doors		600	1524 mm
79th floor doors		600	2. 3. 30" x 72"
80th floor doors		600	1524 mm
81st floor doors		600	2. 3. 30" x 72"
82nd floor doors		600	1524 mm





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revised DP
2014-09-03



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3	10/14/13	MEIKLEJOHN	MEIKLEJOHN	REVISION

3-1/2 STORE MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

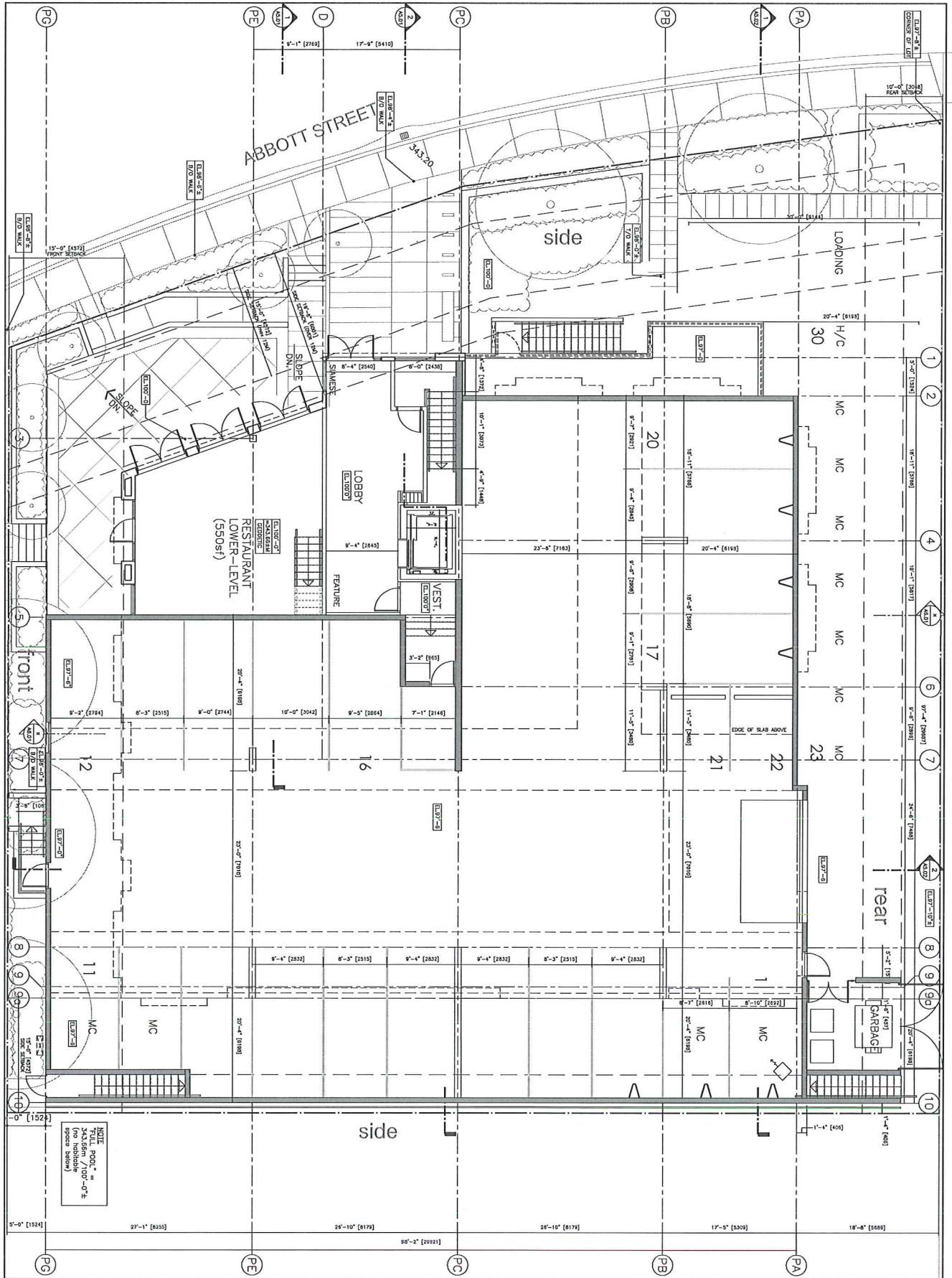
303 STRATHCONA AVENUE, PORTLAND, ME

A2.01

SITE PLAN

scale 1/16"=1'0"

NO.	DATE	BY	FOR	REVISION
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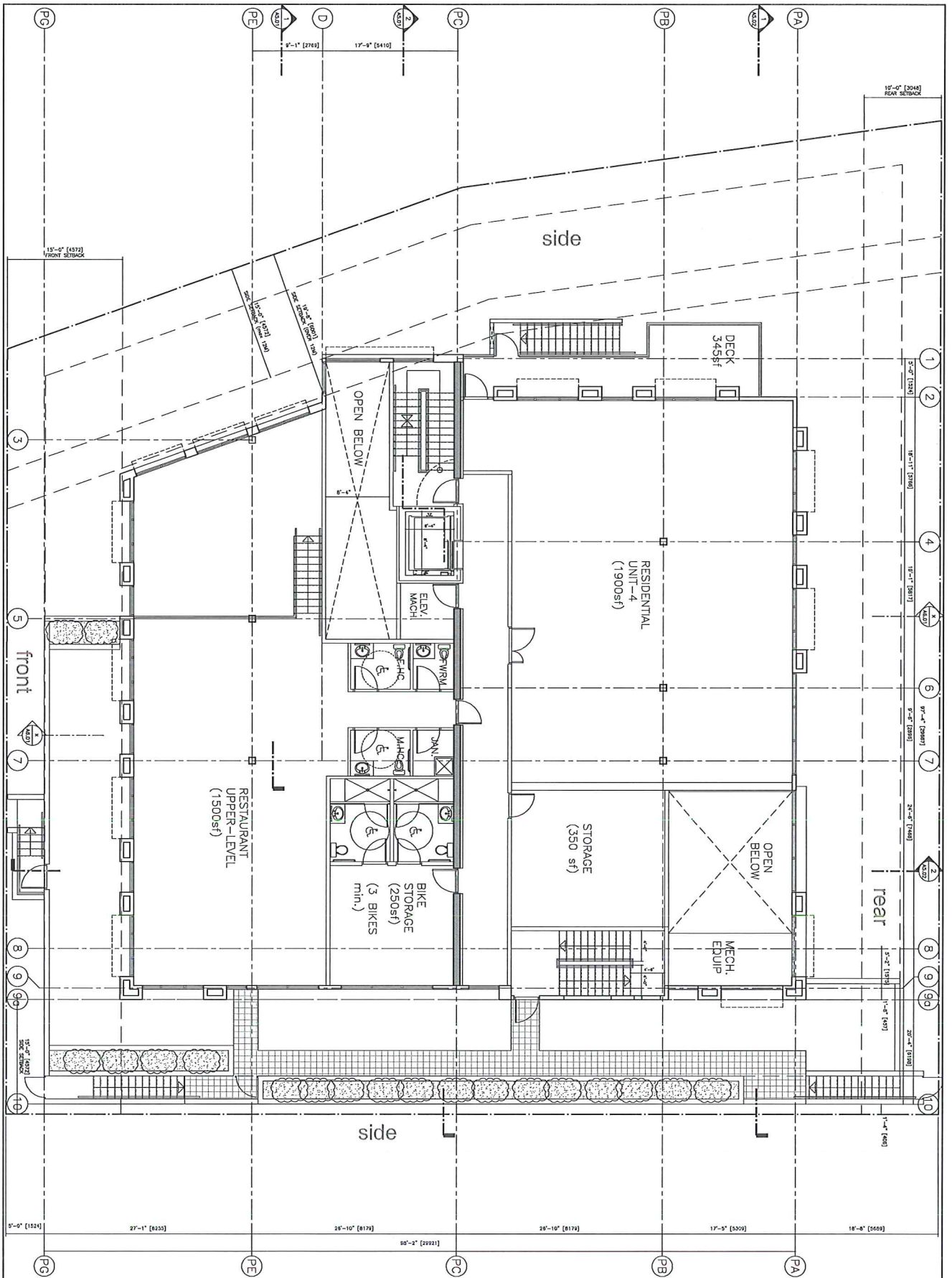
Project Title: 3-1/2 STORE MIXED-USE BUILDING @ STRATHCONA WITH 4 CONDO UNITS

Drawing Number: A3.01

Scale: 3/16" = 1'-0"

1ST LOWER FLOOR PLAN

revised DP
2014-09-03



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03	2014-09-03	REVISED DP	ME	ME

Project Title
3-1/2 STORE MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

3133 STRATHCONA AVENUE, BIRMINGHAM, ALA. 35202

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03	2014-09-03	REVISED DP	ME	ME

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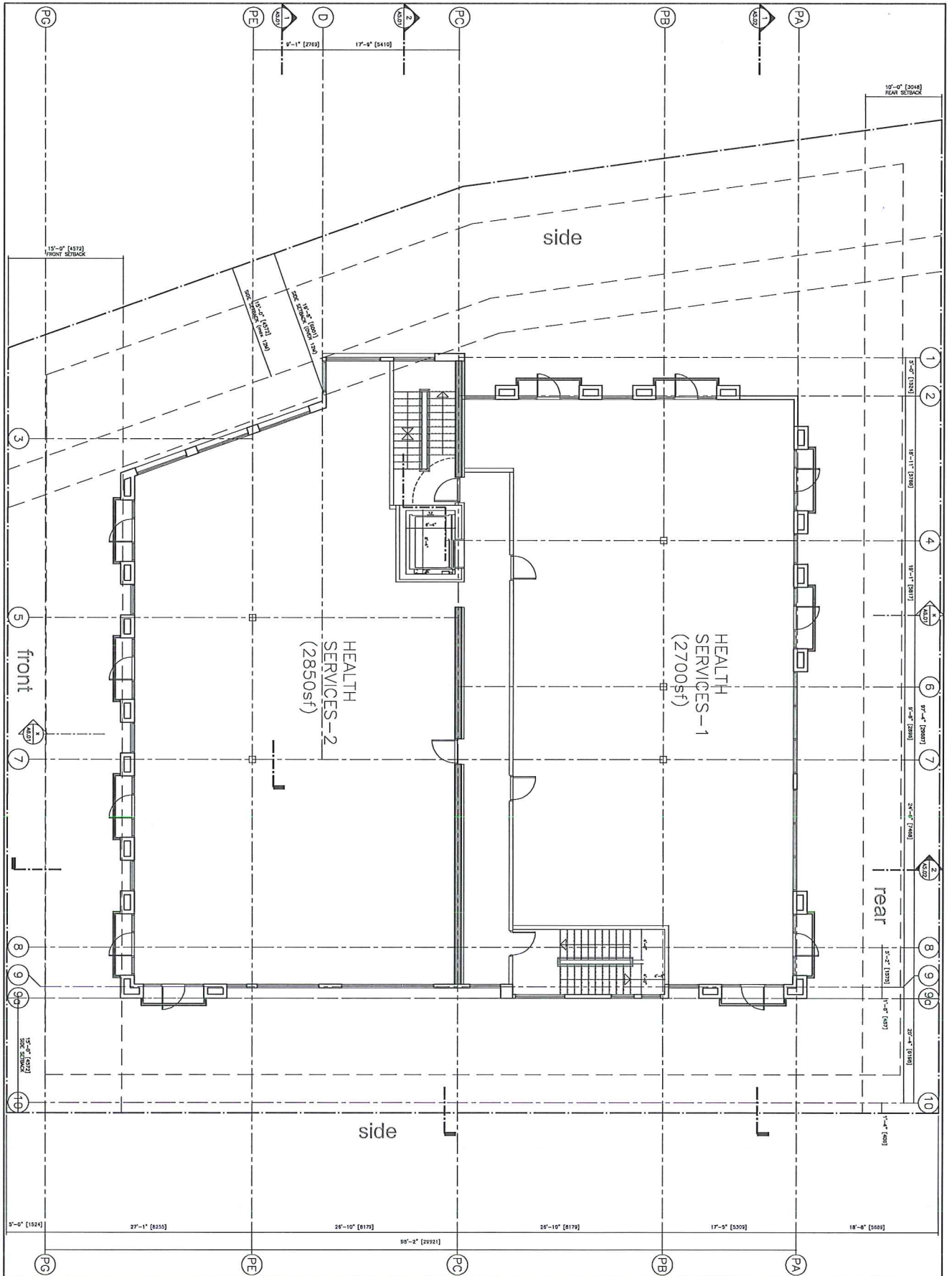
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Project Title
3-1/2 STORE MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

3133 STRATHCONA AVENUE, BIRMINGHAM, ALA. 35202

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Project Title
 3-1/2 STOREY MIXED-USE
 BUILDING @ STRATHCONA
 WITH 4 CONDO UNITS

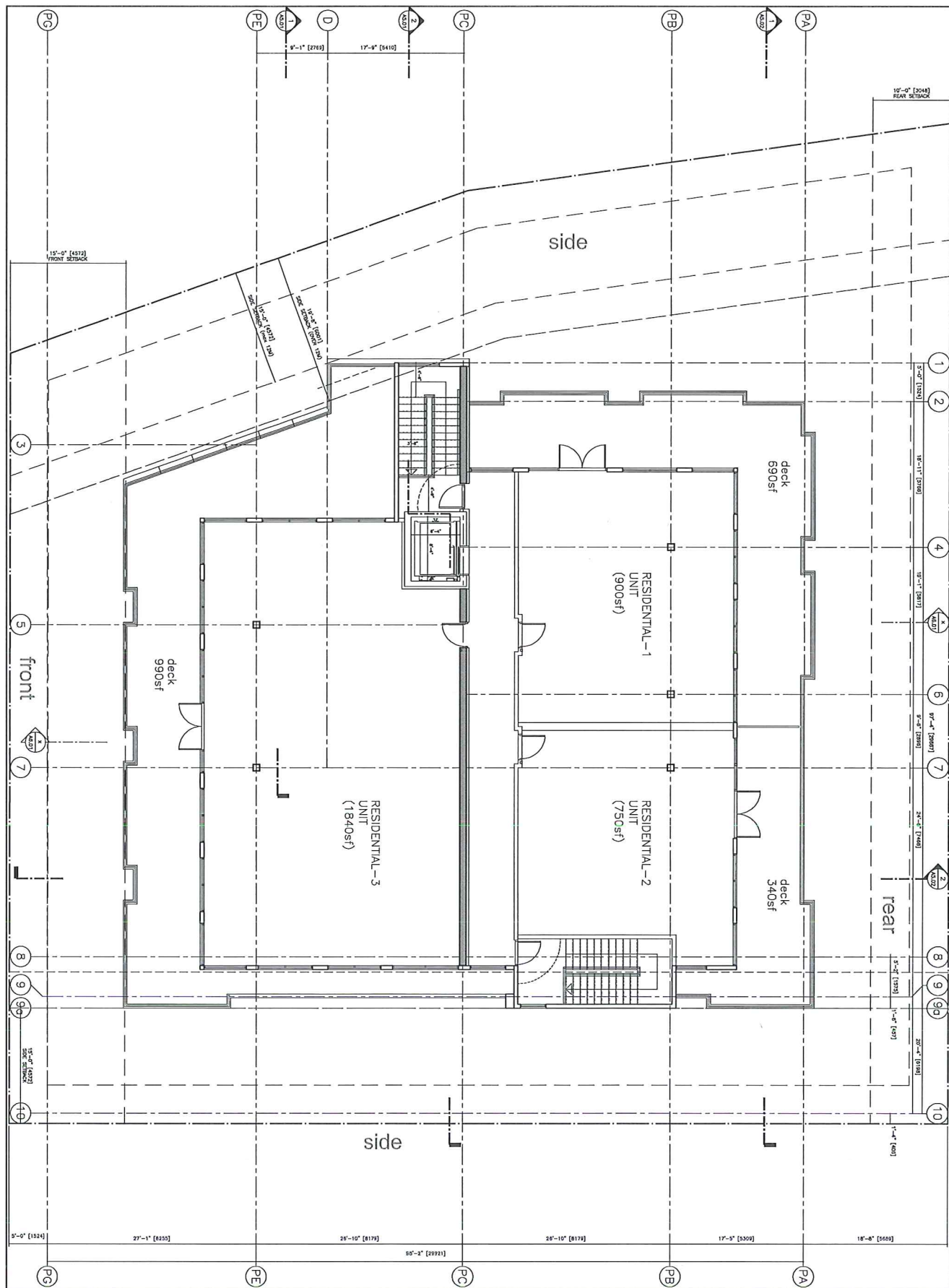
335 SOUTH MAIN STREET, STRATHCONA, IL 60157

A3.03

2ND FLOOR PLAN

scale 1/16"=1'-0"

DATE	10/1/14
BY	MEIKLEJOHN
CHKD	MEIKLEJOHN
APP'D	MEIKLEJOHN
SCALE	1/16"



3RD FLOOR
 2014-09-03
 3RD FLOOR PLAN
 SCALE 1/16" = 1'-0"

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02	2014.09.03	ME	ME	3RD FLOOR PLAN
03	2014.09.03	ME	ME	3RD FLOOR PLAN

Project Title
 3-1/2 STOREY MIXED-USE
 BUILDING @ STRATHCONA
 WITH 4 CONDO UNITS

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A3.04

3RD FLOOR PLAN

scale 1/16" = 1'-0"

DATE	2014.09.03
BY	ME
CHKD.	ME
APPD.	ME

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3-1/2 STOREY MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

A4.01
BUILDING
ELEVATION
scale 3/16" = 1'0"

DATE	2014-09-03
BY	AK/DMH
CHECK	AK/DMH
SCALE	3/16"



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Project Title: 310-320 STRATHCONA AVENUE, EDMONT, N.C.
Project No.: 2014-09-03
Project Name: 3-1/2 STOREY MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS
Drawing Name: BUILDING
ELEVATION
Scale: 3/16" = 1'-0"

A4.02

BUILDING
ELEVATION

scale 3/16" = 1'-0"

DATE	2014-09-03
BY	MEIKLEJOHN
CHECKED	MEIKLEJOHN
SCALE	3/16" = 1'-0"



revised DP
2014-09-03

3-1/2 STOREY MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

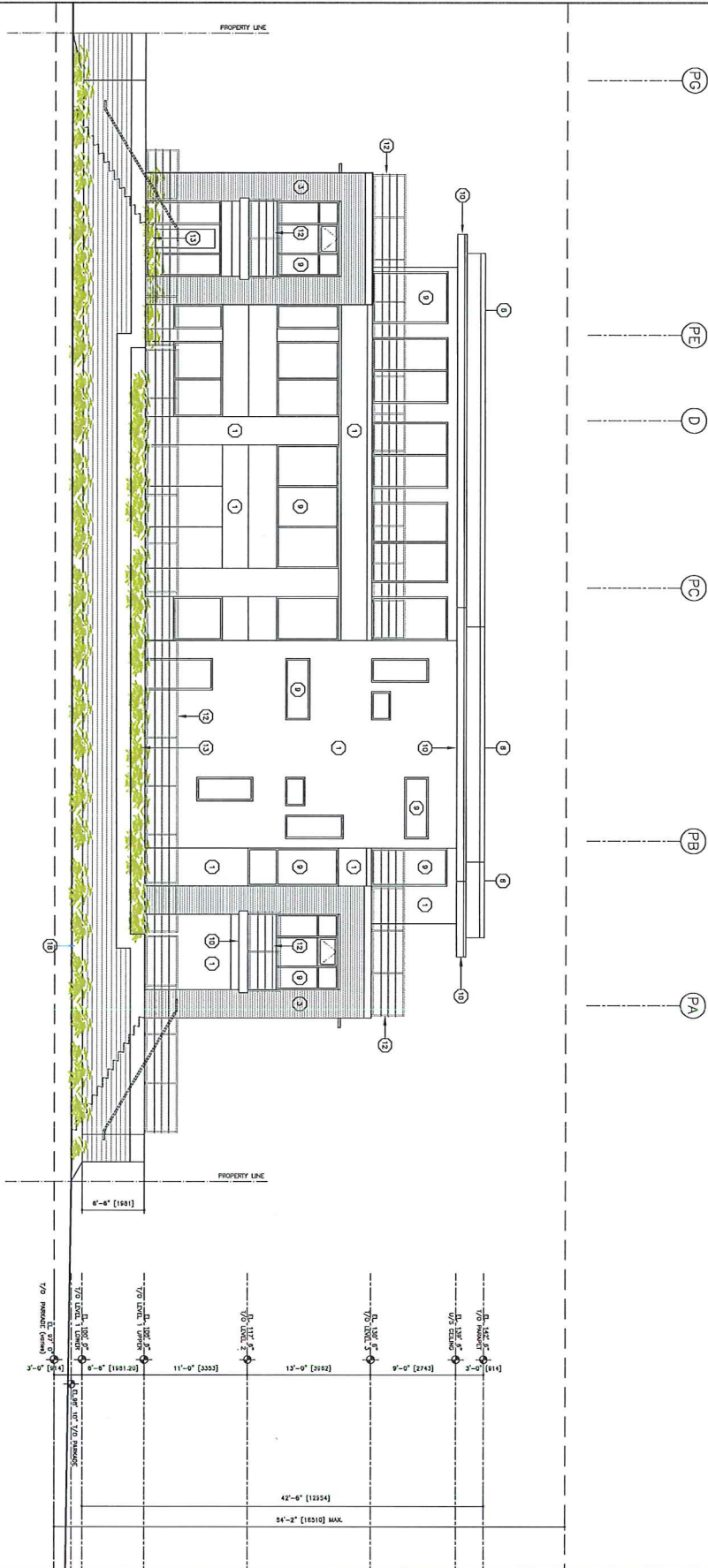
210-220 STRATHCONA AVENUE, KILDRINA VIC 3717

A4.03

BUILDING
ELEVATION

scale 3/16"=1'0"

Date	2014-04-25
Job No.	From 24-1-04
Scale	A5 5000:1
Drawn	M/RB
Checked	J.M.



1 BUILDING ELEVATION (east)
AA.03 SCALE 3/16"=1'-0"

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Project Title
3-1/2 STOREY MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

330 330 STRATHCONA AVENUE, KATONAH, ILIC 279-67

Building Number

A5.01

REVISIONS ARE NOT TO BE DONE IN THE
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SHOULD BE MADE BY THE ARCHITECT'S OFFICE.

Building Title
BUILDING
SECTION

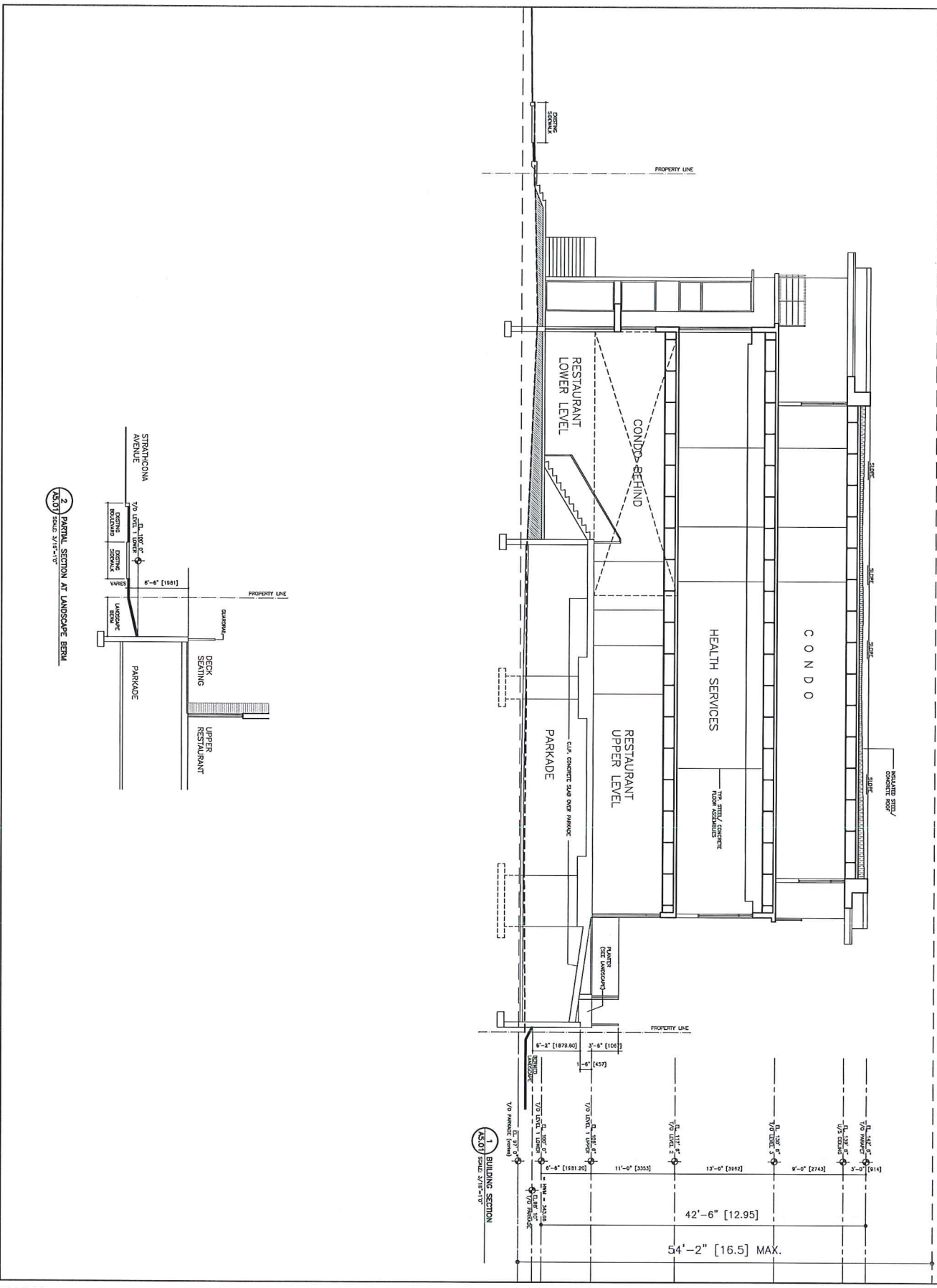
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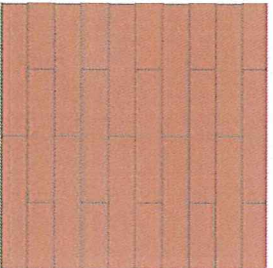
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02	2014-09-03	Final Design	MEIKLEJOHN	MEIKLEJOHN
03	2014-09-03	Final Design	MEIKLEJOHN	MEIKLEJOHN

Project Title
3-1/2 STOREY MIXED-USE
BUILDING @ STRATHCONA
WITH 4 CONDO UNITS

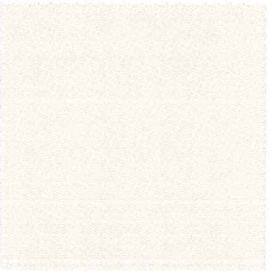
330 330 STRATHCONA AVENUE, KATONAH, ILIC 279-67

Building Number

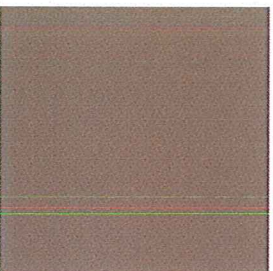




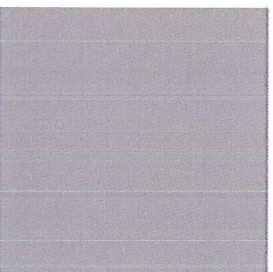
brick - IXL Scorja Velour



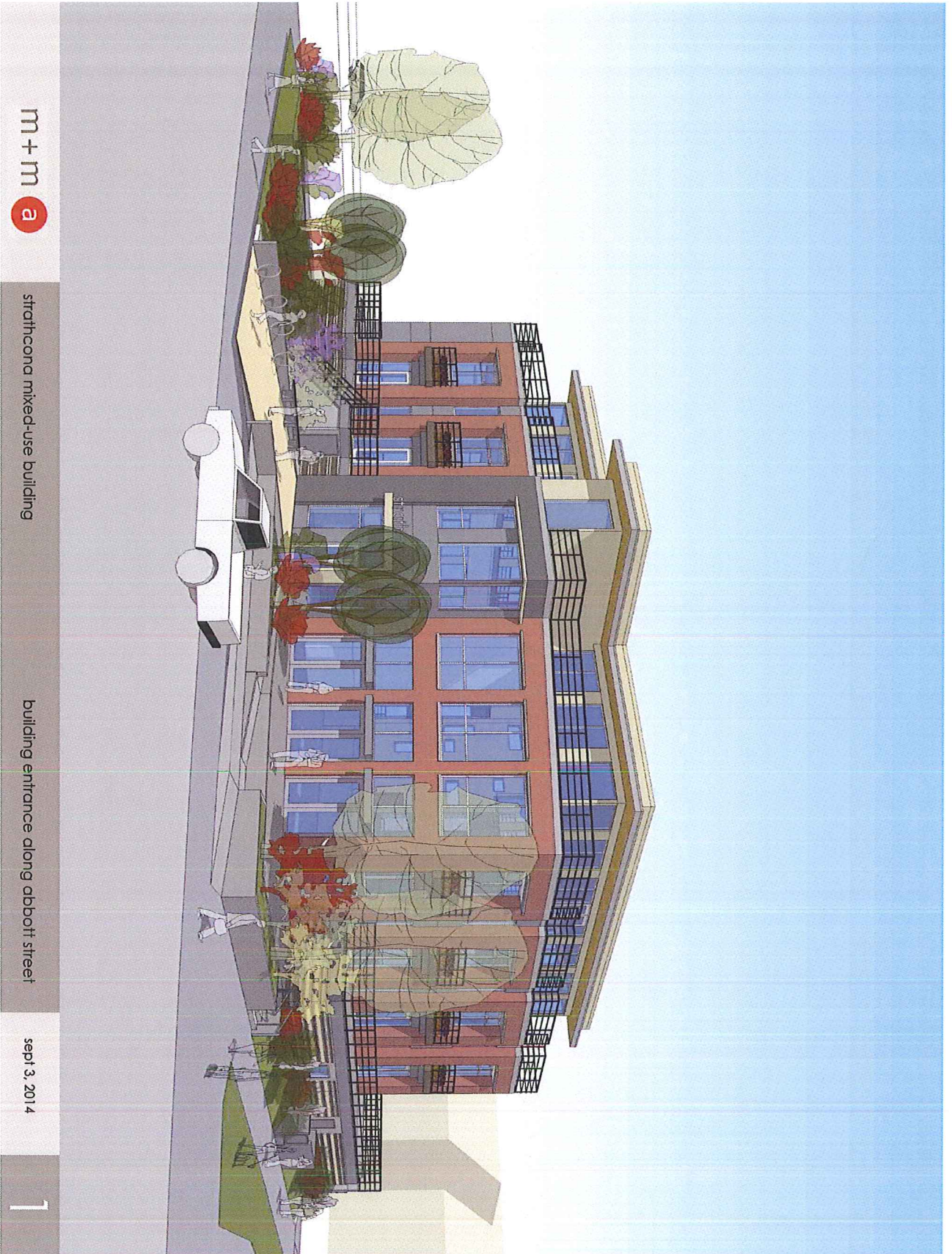
BM - AF-30
deep in thought



BM - 1533 boyleaf



BM - 2121-30 pewter



m + m 

strathcona mixed-use building

building entrance along abbott street

sept 3, 2014

1



m + m a

strathcona mixed-use building

view facing cancer lodge

sept 3, 2014

3



m + m 

strathcona mixed-use building

parking at laneway

sept 3, 2014

4



m + m a

strathcona mixed-use building

view along abbott street & laneway

sept 3, 2014

5



m + m a

strathcona mixed-use building

view along strathcona ave

sept 3, 2014

2

CITY OF KELOWNA

MEMORANDUM

Date: July 8, 2014
File No.: Z14-0027

To: Urban Planning (AW)

From: Development Engineering Manager

Subject: 310 & 320 Strathcona Avenue Mixed Use Development

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

The Development Engineering Technologist for this project is Sergio Sartori

1. Domestic Water and Fire Protection

- (a) The existing lots are serviced with small diameter water services. The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The estimated cost of this construction for bonding purposes is **\$10,000.00**
- (b) The applicant, at his cost, will arrange for the removal of the existing services and the installation of one new larger metered water service.
- (c) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters.

2. Sanitary Sewer

- (a) The existing lots are serviced with 100mm diameter sanitary services. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the new service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of all existing small diameter services and the installation of a new larger service. The estimated cost of this construction for bonding purposes is **\$8,000.00**

3. Storm Drainage

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

- (b) Only one service will be permitted for this development. The applicant, at his cost, will arrange for the installation of one new overflow service. The estimated cost of this construction for bonding purposes is **\$5,000.00**

4. Road Improvements

- (a) The Strathcona Ave and Abbott Street frontage are urbanization therefore no further upgrades are required.
- (b) Driveway access is not permitted onto Abbott St or Strathcona Avenue. All vehicular access is to be from the lane.
- (c) Lane adjacent to this development site will require widening and reconstruction to a paved commercial standard. The estimated cost of this construction for bonding purposes is **\$2,000.00**.

5. Subdivision

By registered plan to provide the following:

- (a) Dedicate 0.8m widening of the north lane.
- (b) Lot consolidation.
- (c) Grant statutory rights-of-way if required for utility services.

6. Electric Power and Telecommunication Services

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

7. Street Lighting

Street lighting including underground ducts must be installed on all roads fronting on the proposed development if necessary to meet current standards.

8. Engineering

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

9. Design and Construction

- (b) 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.

- (c) 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.
- (d) 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).
- (e) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (f) 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. Servicing Agreements for Works and Services

- (b) 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.
- (c) 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. Geotechnical Report

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

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

12. Bonding and Levy Summary(b) Bonding

Water service upgrades	\$ 10,000
Sanitary sewer service upgrades	\$ 8,000
Storm overflow services	\$ 5,000
Lane frontage improvements	\$ 2,000
Total Bonding	\$25,000.00

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

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

Steve Muenz, P. Eng.
Development Engineering Manager

SS

September 6, 2014

Alec Warrender, Property Officer Specialist
Real Estate Services | City of Kelowna
1435 Water Street
V1Y 1J4

DESIGN RATIONALE - UPDATE

13-1464

STRATHCONA MIXED-USE PROJECT

We have provided below a revised & updated design rationale for the project to reflect several design changes to the application. These changes are in response to the feedback received from the public 'neighborhood consultation' process.

SITE & CONCEPT

The project site is located at an important intersection of Abbot Street and Strathcona Avenue in the hospital district. The project is at the southern tip of the Heritage Conservation Area in a 'transitional location' between established single family residences and several large and expanding, health-related buildings, parking lots and parking garages.

The southwest corner has the most prominent public exposure and this forms the key part of the project design. The building concept is a 'fabric' building that transitions (in an 'east-west direction) between the small scale single family homes and the large scale of adjacent health facilities including the Cancer Centre, Cancer Lodge and KGH to the east

SETBACKS

ORIGINAL: The building was planned in compliance with HD2 setback requirements along both Abbott and Strathcona. The community consultation process brought forward a common concern that the proposed building was "too close to Abbott Street".

UPDATE: The design has been revised to increase the building setback along Abbott Street from 4.5 meters to 6 meters.

LOADING

ORIGINAL: The building design intent was to load the building at off hours from the lane. The medical offices did not foresee a need for a loading bay and the small cafe would not have great needs therefore a dedicated loading space was not provided. The community consultations brought forward a common concern that "a loading space is a critical requirement for this building to avoid blocking traffic and creating problems for the neighborhood."

UPDATE: The design has been revised to add a loading stall to city bylaw requirements.

BUILDING "MASSING"

ORIGINAL: The building facade was originally planned as two traditionally proportioned brick facades of singular massing and divided by three brick pilasters on its south and west side. These shapes flanked a central 'octagonal' form at the intersection that housed a small ground floor neighborhood-cafe. This architectural concept was thought to be an appropriate character for this neighborhood as it was similar to several recently constructed buildings in the South Padosy area. The community consultations brought forward a common concern that the massing was "too heavy and too bulky".

UPDATE: The design has been revised to address this concern by breaking the building mass into a finer and lighter scale using 'residentially-proportioned' fourteen foot bays each with balcony forms intended for both people and planters. Overall building height has been reduced by 1 foot; from 43'-6" to 42'-6" and the exterior masonry wall that forms the residence patio has been reduced in height by 3.5 feet (by replacing a brick guardrail with metal and glass guardrail).

BUILDING AREA

ORIGINAL: The building was designed to maximize the buildable area given the property size to its highest and best use. The community consultations brought forward a common concern that the building was *"too big for the neighborhood"*.

UPDATE: The design has been reduced to remove a significant amount of area. While the original design included 4,935 sq ft of penthouse apartments and 7,050 square feet of office space the revised Design includes 3,490 sq ft of penthouse apartment units at and 5,550 square feet of office space. (A 29 percent reduction for the 3rd level residential and 21 percent for the 2nd level offices).

GROUND FLOOR COMMERCIAL

ORIGINAL: The main corner of the building containing cafe was strongly defined using an octagonal shape in contrasting finishes with colorful awnings that fronted on a large outdoor patio to create a 'bistro' ambiance. The community consultations brought forward a common concern that the corner treatment was *'too commercial looking'*.

UPDATE: The architectural treatment of the corner has been revised to be more residential in form and more integrated with the rest of the building with the commercial portion simplified to subtle variations in window and canopy treatment. The overall look has been revised to be much more 'residential' in character while still allowing opportunity for appropriate small scale commercial operation.

Yours Truly,



.....
Jim Meiklejohn, Architect AIBC, MRAIC, LEED AP

July 31, 2014

City of Kelowna
1435 Water Street
Kelowna, BC, V1Y 1J4

Regarding:
310 and 320 Strathcona Mixed Use Development Proposal
Z14-0027
HAP14-0009
OCP14-0013

Dear Mr. Warrender,

Please accept this report in summary of the Neighbourhood Consultation and the Public Information Session for the development application on the properties of 310 and 320 Strathcona Avenue. These events were undertaken in accordance with Council policy between July 5th and July 29th, 2014.

Introduction to Proposal

The vision is to develop a 3.5 story building with a mixed function of health care, residential, and local café restaurant. The medical clinic space will be for general and specialist health care providers who focus on providing community care, but who also maintain hospital privileges and provide inpatient and obstetrical care and/or care through the BC Cancer Agency. The goals of these facilities are collaborative comprehensive care, the facility and space to enable teaching of medical students and residents, and the adjacency to KGH to facilitate continuity of care between hospital and community. The quality family residences aim to provide a transition into the neighbouring residential with 2-3 units on the top floor and 1 unit on the 1st floor fronting Abbott Street. The vision for the café restaurant is to create an excellent and affordable local family and community gathering spot serving quality crafted food from local growers under local chef ownership.

Background

320 Strathcona initially underwent rezoning from RU1 –Residential to P1 –Institutional in May 2012 with the plan to convert the existing family dwelling into a small physician clinic. Since then, in consideration of the longevity of the existing structure and the city's desire for the "highest use" of these properties, as well as the vision of the medical practice goals of access to community care and facilities to enable excellence in teaching, it became clear that conversion of the existing structure was becoming less practical. Since then the plan has evolved into the existing proposal. 310 Strathcona is currently zoned RU1 –Residential. It does not have a residence on it. It is currently owned by the

City of Kelowna, however, there is an accepted offer to purchase by the developer. The development application is for 310 and 320 Strathcona to be consolidated and rezoned to HD2 –Health District Support Services.

Neighbourhood consultation

Consultation with the neighbourhood was undertaken from July 5th to July 25th, 2014. Information on the proposal and an invitation to the Public Information Session was delivered widely throughout the neighbourhood to approximately 250 homes. Please see **Appendix A** for the information sheet and Public Information Session Invitation. All adjacent residents were engaged in face-to-face conversation. Numerous other neighbourhood residents were also engaged in conversation regarding this development proposal, approximately 60 in total. 42 residents responded to the information with support. 18 were either previously unaware and interested in gaining more information or responded with a variety of concerns such as increasing traffic to Abbott Street, parking burden, commercial use as restaurant, not enough greenery depicted in drawings, and the building looking too big. The “door-to-door” records are attached in **Appendix B**. As well, the Rotary Cancer Lodge Manager and Provincial Manager were approached and we have worked collaboratively with them to ensure that the privacy and comfort of the lodge residents will be well maintained. As part of our vision we look to maintain a mutually supportive relationship with the Cancer Lodge and it’s residents.

Public Information Session and Open House Event

Public advertisement for the Public Information Session was placed in the Kelowna Courier on Monday, July 14th, 2014. Please see **Appendix C**. As well, as stated previously and in appendix A, invitations were delivered to approximately 250 homes in the neighbourhood.

The Public Information Session was held on July 29th, 2014 from 4 – 7 pm. It was a casual event held on-site within two large party tents used for shade and shelter. Refreshments and snacks were provided. There were 10 poster boards depicting schematic exterior drawings, floor plans, and positioning of the building on the property and within the community. Stakes were placed in the ground to physically demonstrate the setbacks of the parkade structure and exterior building walls. As well, there was a selection of appropriate “heritage” style brick sample boards to view and provide feedback on. The event was well attended with an estimated 100 attendees. 24 people signed the sign-in sheets (it was difficult to encourage signing without a defined entrance or exit to the event). Please see **Appendix D**.

Questionnaires were available and 36 were completed by attendees of the event. Of the completed questionnaires 22 were primarily negative towards the proposed development and 14 were primarily positive towards the development. The primary voiced concerns

were that the building is “too big”, “too boxy”, and “not suitable to the heritage district”. There was also opposition to a café restaurant in this location, primarily due to traffic and parking concerns, but also because of concerns that “it does not fit”. Positive comments included: “I like the exterior design with brick and elevated patio”, “much needed medical service close to KGH, also café is an excellent idea”, and “I think the drawings look like they fit in very nicely with the neighbourhood”. The Questionnaires are appended as a separate document.

Summary

In summary, we feel that the neighbourhood and community have been informed and engaged in constructive discussion regarding this proposal for a mixed residential, health care, and food services development. We are eagerly moving forward to incorporate the feedback we have gathered and to make responsive changes to the development.

We look forward to bringing this development proposal in front City Council.

Sincerely,



Heather Martin



MEIKLEJOHN ARCHITECTS INC.

CITY OF KELOWNA

BYLAW NO. 11005

Official Community Plan Amendment No. OCP14-0013 - Dr. Heather Martin Inc. and City of Kelowna 310 and 320 Stratcona Avenue

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

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of Lot 22, District Lot 14, ODYD, Plan 535, Except Plan KAP81038 and Lot 21, District Lot 14, ODYD, Plan 535, located on Strathcona Avenue, Kelowna, B.C., from the EDINST - Educational / Major Institutional designation to the HLTH - Health District designation;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11006

Z14-0027 - Dr. Heather Martin Inc. and City of Kelowna 310 and 320 Strathcona Avenue

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 22, District Lot 14, ODYD, Plan 535, Except Plan KAP81038 located on Strathcona Avenue, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the HD2 - Hospital and Health Support Services zone and Lot 21, District Lot 14, ODYD, Plan 535 located on Strathcona Avenue, Kelowna, B.C., from the P1 - Major Institutional zone to the HD2 - Hospital and Health Support Services 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: September 12, 2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning & Real Estate (LG)

Application: Z13-0044 **Owner:** City of Kelowna

Address: Various (see attached table) **Applicant:** City of Kelowna
(Infrastructure Planning)

Title: Rezoning Application

Existing OCP Designation: PARK - Major Park and Open Space

Existing Zones: RR1 - Rural Residential 1
RR3 - Rural Residential 3
RU1 - Large Lot Housing
RU2 - Medium Lot Housing
RU2h - Medium Lot Housing (Hillside Area)
RU6 - Two Dwelling Housing
RM2 - Low Density Row Housing
RM3 - Low Density Multiple Housing
RM5 - Medium Density Multiple Housing
P1 - Major Institutional
P2 - Education and Minor Institutional
I3 - Heavy Industrial
I4 - Central Industrial
A1 - Agriculture 1

Proposed Zone: P3 - Parks and Open Space

1.0 Recommendation

THAT Rezoning Application No. Z13-0044 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of those parcels or portions thereof listed in Table "A" attached to the Report of the Urban Planning Department dated September 12, 2014, from the RR1 - Rural Residential 1, RR3 - Rural Residential 3, RU1 - Large Lot Housing, RU2 - Medium Lot Housing, RU2h - Medium Lot Housing (Hillside Area), RU6 - Two Dwelling Housing, RM2 - Low Density Row Housing, RM3 - Low Density Multiple Housing, RM5 - Medium Density Multiple Housing, P1 - Major Institutional, P2 - Education and Minor Institutional, I3 - Heavy Industrial, I4 - Central Industrial, and A1 - Agriculture 1 zones to the P3 - Major Park / Open Space zone, as shown on Map "B" 1 through 15 attached to the Report of the Urban Planning Department dated September 12, 2014, 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 being completed to their satisfaction.

2.0 Purpose

To rezone 26 properties from various zonings to P3 - Parks and Open Space in order to recognize their current use as parks.

3.0 Urban Planning

Urban Planning staff support the proposed rezoning application as it clearly complies with the policy direction provided in the City's Official Community Plan (OCP), and recognizes the existing park uses on the subject properties.

The application further complies with the direction found in the Knox Mountain Park Management Plan (2011). In November 2011, Council endorsed the Knox Mountain Park Management Plan 2011, directing staff to use it as a guide to follow in future planning for the park. Of the priority actions identified in the plan, the second priority in Phase 1 of the plan is to rezone all associated park properties to P3 - Parks and Open Space. Also, the Growth Management Strategy emphasizes the value of recreational opportunities and seeks to enhance those opportunities.

All of the subject properties are owned by the City of Kelowna.

4.0 Proposal

4.1 Background

On May 7, 2012 Council directed Staff to initiate a rezoning application for Knowles Heritage Park to align with the future land use designation of the parcel. In order to make best use of time, and to complete additional housekeeping amendments to the Zoning Bylaw, Staff identified 14 other parks that also require rezoning to P3.

4.2 Project Description

Staff has identified 26 city-owned properties that are currently used as park or open space, but are not zoned correctly. This application is simply a housekeeping exercise to legally update the current zoning of all the parcels.

4.3 Site Context

The 26 subject parcels (15 park sites) are located throughout Kelowna, as indicated on Map B (1 through 15).

4.4 Subject Property Maps

See attached Map B (1 through 15).

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Regional Context - Parks and Natural Areas¹ It is the City of Kelowna's objective to protect and enhance natural areas and provide a variety of parks for people to pursue active, creative and

¹ City of Kelowna Official Community Plan Bylaw No. 10500, Chapter 2 – Regional Context, "Parks and Natural Areas", pg. 2.2.

healthy lifestyles. The objective includes creating an open space network that protects sensitive ecosystems and links important habitat areas.

Public Use.² Discourage the use of agricultural lands for public or institutional uses such as schools, parks and churches except as identified in the OCP.

Natural Area Parks and Open Space.³ Provide a city-wide network of natural area parks which meet the following criteria:

- contains representative Okanagan ecosystems;
- contains areas of outstanding natural beauty (including areas with high visual sensitivity and high visual vulnerability, such as rocky outcrops, ridge lines, hilltops, silt slopes, canyons, and water edges);
- the land area is contiguous and forms part of a larger open space network;
- contains conservation areas;
- protects viewshed corridors; and
- where appropriate, trails which maximize public safety while minimizing human impact on the most sensitive and vulnerable areas.

5.2 Growth Management Strategy for the Regional District of Central Okanagan⁴

Vision Statement for the Central Okanagan

[The Central Okanagan] is a centre for arts, culture, tourism and recreation. Our parks, trail systems, recreation areas and sports venues are extensive and attract thousands of visitors a year.

Growth Management Objectives

Improve the quality of life through enhancement of the arts, culture, tourism, and recreation opportunities within the region.

Protect the integrity of the agriculture and forest land base.

Protect the scenic quality of the region and preserve significant features, open space and cultural heritage resources.

Growth Management Policies

Consideration is to be given to the social and economic benefits of arts, culture, tourism, and recreation amenities in public sector decision making.

6.0 Technical Comments

6.1 Development Engineering Department

See attached memorandum dated February 21, 2014

7.0 Application Chronology

² City of Kelowna Official Community Plan Bylaw No. 10500, Chapter 5 – Development Process, Policy 5.34.4.

³ City of Kelowna Official Community Plan Bylaw No. 10500, Chapter 7 – Infrastructure, Policy 7.12.2.

⁴ Regional District of the Central Okanagan. Growth Management Strategy for the Regional District of the Central Okanagan, Schedule 'A' of Bylaw No. 851, 2000.

Date of Application Received: January 8, 2013

Report prepared by:

Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion: ☐ Ryan Smith, Manager, Urban Planning

Attachments:

Table "A" - List of Subject Properties
Map "B" 1 through 15 - Subject Property Maps
Development Engineering Branch Memorandum

Table "A" - List of Subject Properties

Park Name	Civic Address	Legal Description	Current Zoning	Map #
Knowles Heritage Park	865 Bernard Avenue	Lot 1 DL 138 ODYD Plan KAP92254	RU6	1
Boyce Gyro Beach Park	3502 Lakeshore Road 3508 Lakeshore Road	Lot 1 DL 134 ODYD Plan 34844 Lot 1 DL 134 ODYD Plan 36346	RU1 RU1	2
Gallagher Community Park	1755 Gallagher Road 1871 Gallagher Road 2105 Joe Riche Road	Lot 1 Sec 18 Twp 27 ODYD Plan 29045 Lot 3 Sec 18 Twp 27 ODYD Plan 2736 Lot 2 Sec 18 Twp 27 ODYD Plan 29045	A1 A1 RR1	3
Barlee Neighbourhood Park	1890 Barlee Road	Lot 7 DL 129 ODYD Plan 10140	RU1	4
Begbie Natural Area Park	(portion of) 1410 Union Road	Lot 2 Sec 8 and 9 Twp 23 ODYD Plan KAP86750	RM2	5
Lost Creek Neighbourhood Park	155 Lost Creek Court	Lot 53 Sec 5 Twp 23 ODYD Plan EPP9195	RU2h	6
Knox Mountain Park	(end of) Trench Place 1061 Gordon Drive 1123 Mountain Avenue 1133 Mountain Avenue 1143 Mountain Avenue	Blk 7 Sec 30 Twp 26 ODYD Plan 5452 That Part of the N ½ of Blk 14 shown on Plan B4746; DL 138 ODYD Plan 202 Lot 33 Sec 30 Twp 26 ODYD Plan 17272 Lot 34 Sec 30 Twp 26 ODYD Plan 17272 Lot 35 Sec 30 Twp 26 ODYD Plan 17272	I4 I4 RU1 RU1 RU1	7
Stuart Park (Phase 2)	(portion of) 1374 Water Street (portion of) 1410 Water Street (portion of) 1430 Water Street	Lot 2 DL 139 and 4083 ODYD Plan EPP29214 Lot 2 DL 4083 ODYD Plan 8654 Lot 1 DL 139 ODYD Plan KAP83363	P1 P1 P1	8
Lombardy Park	1356 Orchard Drive (end of) Orchard Drive	Lot 52 DL 137 ODYD Plan 17047 Lot 1 Sec 29 Twp 26 ODYD Plan 28785	P2 RU6	9
Pacific Court Park	(portions of) 2028 Lindahl Street	Lot 1 Sec 19 Twp 26 ODYD Plan KAP92087	RU2/RM5	10
Manhattan Drive Beach Access	842 Manhattan Drive	Lot 1 DL 9 ODYD Plan 2669	RU6	11
Briarwood Neighbourhood Park	310 Primrose Road	Lot 1 Sec 26 Twp 26 ODYD Plan 26724	RM3	12
McKinley Mountain Park	1798 Shayler Place	Lot 17 Sec 20 and 29 Twp 23 ODYD Plan KAP88870	RR3	13
Vernon Creek Linear Park	120 Bubna Place 125 Bubna Place	Lot 10 Sec 2 Twp 20 ODYD Plan KAP79495 Lot 9 Sec 2 Twp 20 ODYD Plan KAP79495	I3 I3	14
Abbott Neighbourhood Park	2938 Abbott Street	Amended Lot 10 (DD 185625F) DL 14 ODYD Plan 2336	RU1	15

CITY OF KELOWNA

BYLAW NO. 11014

Z13-0044 - City of Kelowna

Various Addresses

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 the following properties:

Civic Address	Legal Description	From	To
865 Bernard Avenue	Lot 1 DL 138 ODYD Plan KAP92254	RU6	P3
3502 Lakeshore Road	Lot 1 DL 134 ODYD Plan 34844	RU1	
3508 Lakeshore Road	Lot 1 DL 134 ODYD Plan 36346	RU1	
1755 Gallagher Road	Lot 1 Sec 18 Twp 27 ODYD Plan 29045	A1	
1871 Gallagher Road	Lot 3 Sec 18 Twp 27 ODYD Plan 2736	A1	
2105 Joe Riche Road	Lot 2 Sec 18 Twp 27 ODYD Plan 29045	RR1	
1890 Barlee Road	Lot 7 DL 129 ODYD Plan 10140	RU1	
155 Lost Creek Court	Lot 53 Sec 5 Twp 23 ODYD Plan EPP9195	RU2h	
(end of) Trench Place	Blk 7 Sec 30 Twp 26 ODYD Plan 5452	I4	
1061 Gordon Drive	That Part of the N ½ of Blk 14 shown on Plan B4746; DL 138 ODYD Plan 202	I4	
1123 Mountain Avenue	Lot 33 Sec 30 Twp 26 ODYD Plan 17272	RU1	
1133 Mountain Avenue	Lot 34 Sec 30 Twp 26 ODYD Plan 17272	RU1	
1143 Mountain Avenue	Lot 35 Sec 30 Twp 26 ODYD Plan 17272	RU1	
1356 Orchard Drive	Lot 52 DL 137 ODYD Plan 17047	P2	P3
(end of) Orchard Drive	Lot 1 Sec 29 Twp 26 ODYD Plan 28785	RU6	
842 Manhattan Drive	Lot 1 DL 9 ODYD Plan 2669	RU6	
310 Primrose Road	Lot 1 Sec 26 Twp 26 ODYD Plan 26724	RM3	
1798 Shayler Place	Lot 17 Sec 20 and 29 Twp 23 ODYD Plan KAP88870	RR3	
120 Bubna Place	Lot 10 Sec 2 Twp 20 ODYD Plan KAP79495	I3	
125 Bubna Place	Lot 9 Sec 2 Twp 20 ODYD Plan KAP79495	I3	
2938 Abbott Street	Amended Lot 10 (DD 185625F) DL 14 ODYD Plan 2336	RU1	

From the RR1 - Rural Residential 1 zone, the RR3 - Rural Residential 3 zone, the RU1 - Large Lot Housing zone, the RU2h - Medium Lot Housing (Hillside Area) zone, the RU6 - Two Dwelling Housing zone, the RM3 - Low Density Multiple Housing zone, the P2 - Education and Minor Institutional zone, the I3 - Heavy Industrial zone, the I4 - Central Industrial zone and the A1 - Agricultural 1 zone to the P3 - Parks and Open Space zone;

2. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of Lot 2, Section 8 and 9, Township 23, ODYD, Plan KAP86750, located on Union Road, Kelowna, B.C, from the RM2 - Low Density Row

Housing zone to the P3 - Parks and Open Space zone as per Map "5" attached to and forming part of this bylaw;

3. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot 2, District Lot 139 and 4083, ODYD, Plan EPP29214, Lot 2, District Lot 4083, ODYD, Plan 8564 and Lot 1, District Lot 139, ODYD, Plan KAP83363, located on Water Street, Kelowna, B.C., from the P1 - Major Institutional zone to the P3 - Parks and Open Space zone as per Map "8" attached to and forming part of this bylaw;
4. AND FURTHER THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot 1, Section 19, Township 26, ODYD, Plan KAP92087, located on Lindahl Street, Kelowna, B.C., from the RU2 - Medium Lot Housing zone and the RM5 - Medium Density Multiple Housing zone to the P3 - Parks and Open Space zone as per Map "10" attached to and forming part of this bylaw;
5. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

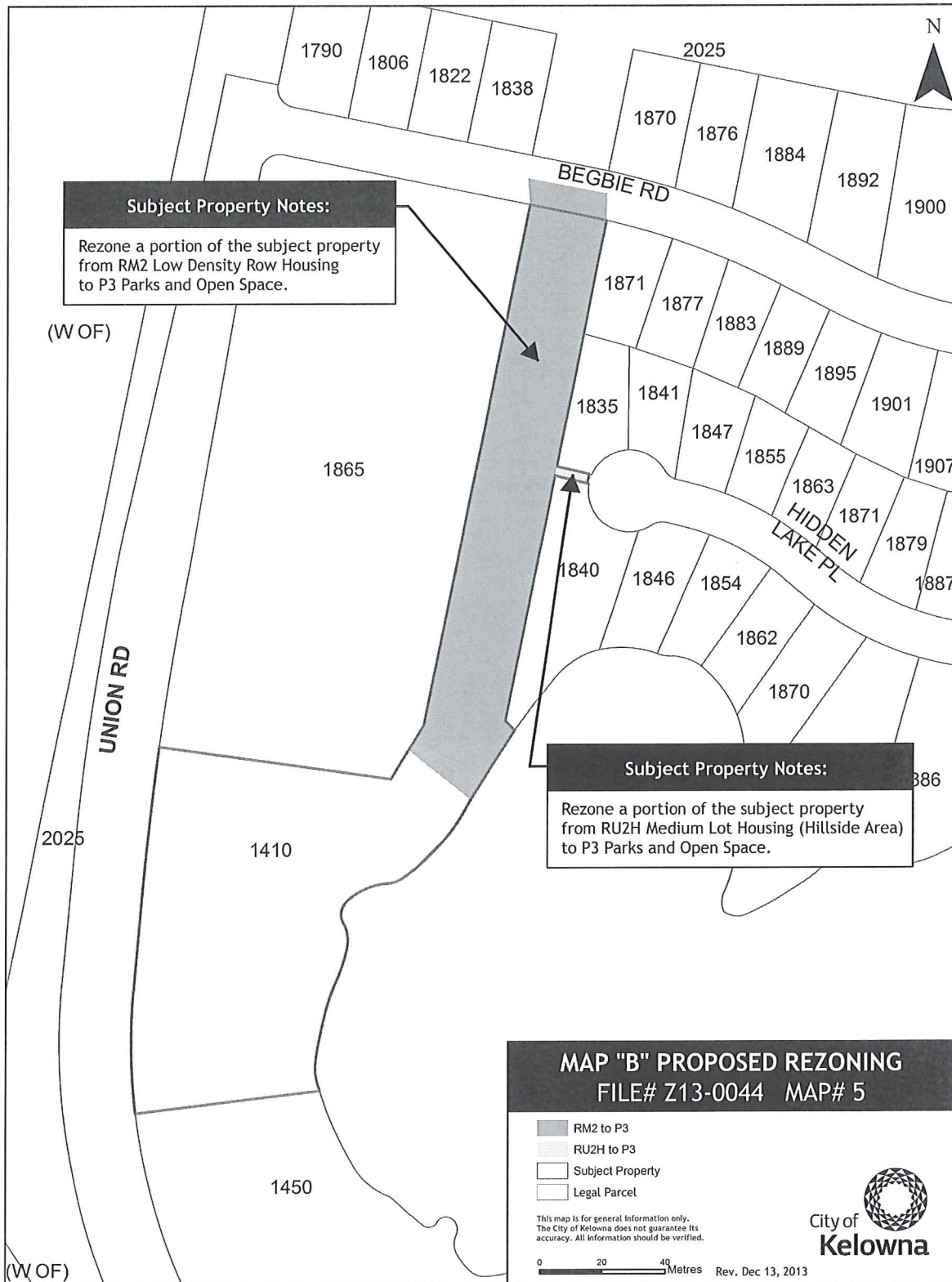
Approved under the Transportation Act

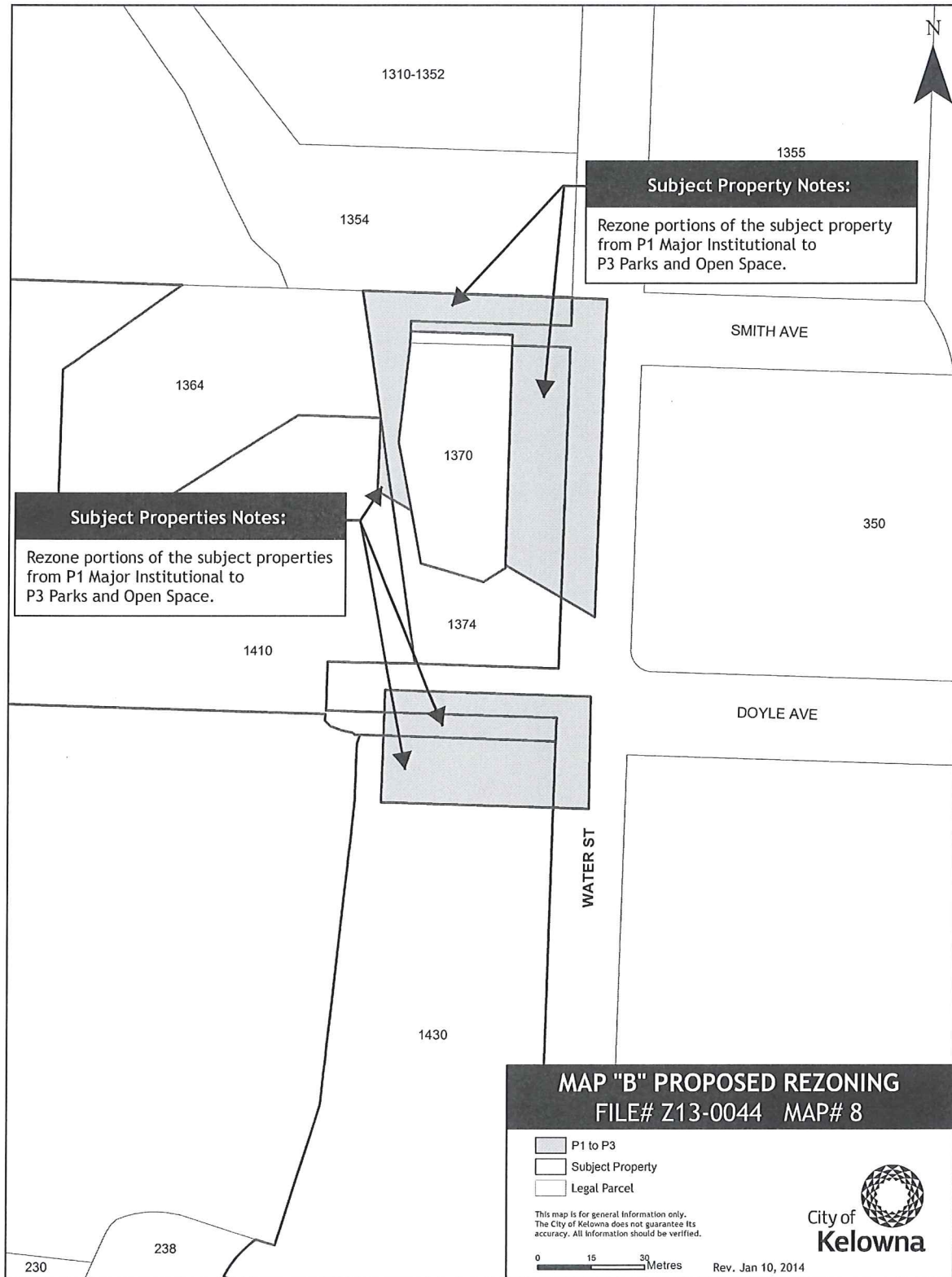
(Approving Officer-Ministry of Transportation)

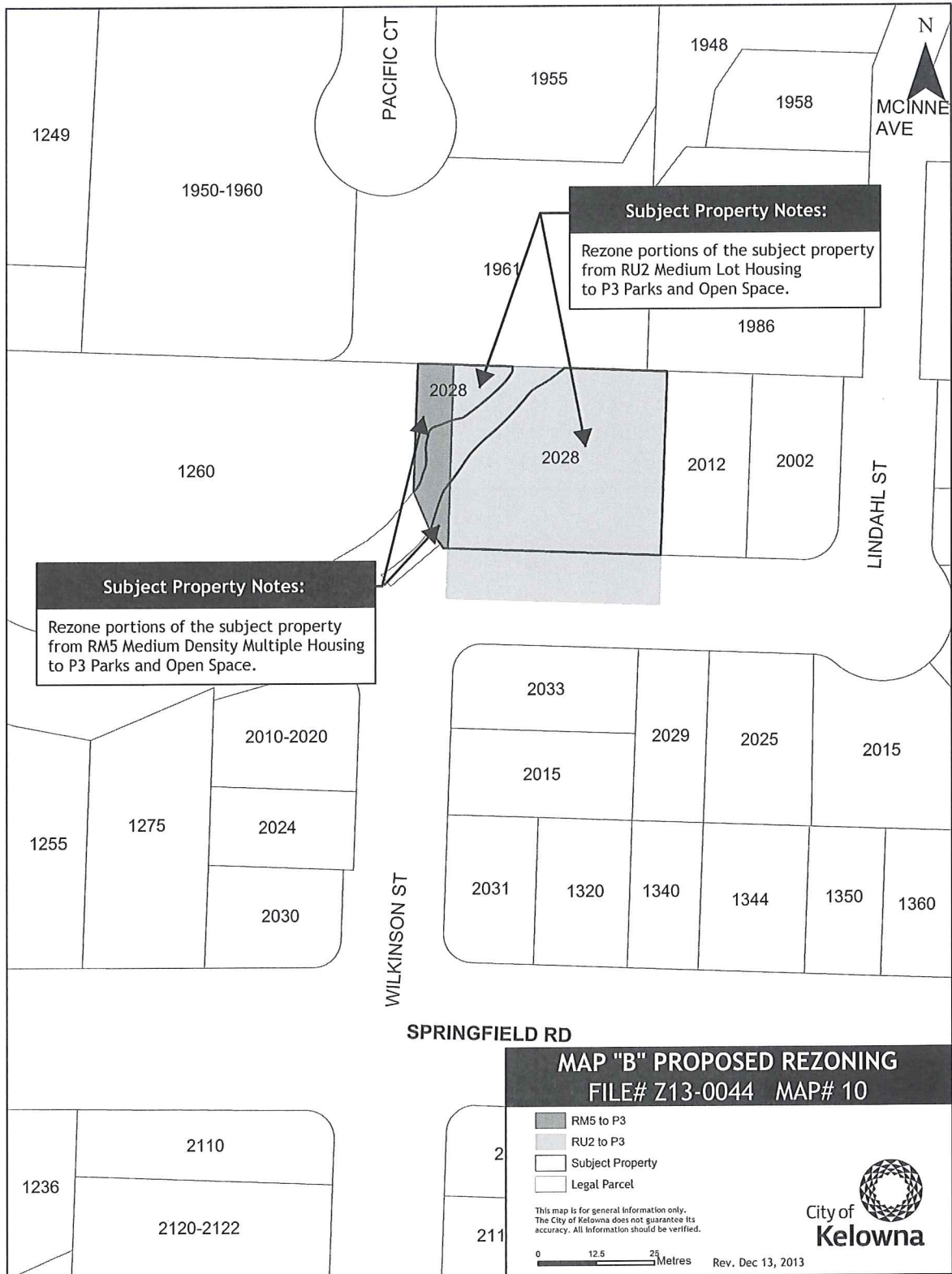
Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk







Report to Council



Date: September 16, 2014
File: 1200-70
To: City Manager
From: Danielle Noble-Brandt, Department Manager, Policy & Planning
Subject: 2014-08-29 - Report - Health District Amendments
Report Prepared by: Laura Bentley

Recommendation:

THAT Zoning Bylaw Text Amendment No. TA14-0016 to amend City of Kelowna Zoning Bylaw No. 8000, by removing definitions for Health Services, Supportive Housing, Major and Supportive Housing, Minor in Section 2; removing the Level 2 landscape buffer and revising Table 7.1 - Minimum Landscape Buffer Treatment Levels Schedule in Section 7; revising Table 8.1 - Parking Schedule in Section 8; and amending the HD2 - Hospital and Health Support Services regulations and HD3 - Health Services Transitional regulations in Section 17, as outlined in the Report of the Policy & Planning Department dated September 16, 2014, be considered by Council;

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

Purpose:

To consider proposed bylaw amendments to clarify interpretation and consistency for the Health District 2 (HD2) and Health Services Transitional 3 (HD3) zone regulations.

Background:

On September 15, 2014, Council adopted Bylaw No. 10981 to introduce the HD3 - Health Services Transitional zone and associated regulations. This was the culmination of Phase 1 of the Hospital Area Planning exercise that considered the impacts of Kelowna General Hospital (KGH) operations on the surrounding residential neighbourhood. The HD3 - Health Services Transitional zone allows for small-scale health services that are generally compatible with residential land uses and building form, which are capable of being located in a neighbourhood setting. Building design is intended to reflect the scale and context of nearby residential areas.

Adopted on November 29, 2011, the HD2 - Hospital and Health Support Services zone provides for the conversion and new development of buildings that provide services to the medical community associated with KGH. It allows for a range of institutional, medical-related

commercial and complimentary residential uses within the Health District Future Land Use designation.

After review of both zones, some modest amendments are proposed to ensure that the implementation ease of both zones is executed at the rezoning stage. The proposed amendments are:

- To include 'Health Services, major' and 'Health Services, minor' to the HD2 zone to expressly allow both options as a permitted use;
- To clarify landscape buffer requirements for properties less than 900 m² to ensure they can feasibly be incorporated into a landscape plan for properties of this size;
- To replace the 'supportive housing, minor' with 'congregate housing' in the HD3 zone to more accurately reflect the type of out-patient supportive housing that is compatible with the building types allowed in this zone.
- To specify parking requirements for both Health Services, Major and Minor in the HD3 zone to be more consistent with the parking provisions in the HD2 zone that are already established.

The overall intent of the HD2 and HD3 zones will be retained with some improvements for interpretation, clarification and consistency for the Health District zones. Of note, the parking schedule amendments reduce the parking requirements for Health Services, Major and Minor in the HD3 zone to be more consistent with the parking provisions in the HD2 zone.

Existing Policy:

Kelowna Official Community Plan (OCP)

Policy 5.32.10 Health Care Facilities. Support the extension of services and appropriate building expansions of the Kelowna General Hospital and other health care facilities, as provided for on the Generalized Future Land Use Map 4.1. The form and character of future expansions should be compatible with the surrounding neighbourhood context.

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Financial/Budgetary Considerations
Personnel Implications
External Agency/Public Comments
Communications Comments

Report prepared by:

Laura Bentley, Planner

Reviewed by:



D. Noble-Brandt, Department Manager, Policy & Planning

Approved for Inclusion



D. Gilchrist, Divisional Director of Community Planning &
Real Estate

Attachments:

Attachment 1: Proposed Text Amendments

cc: Divisional Director, Community Planning & Real Estate
Manager, Urban Planning
Manager, Development Engineering

Section 17 - Health District Zone

17.2 HD2 - Hospital and Health Support Services

17.2.2.1 The ~~principle~~ **principal** uses for properties with a lot area of 900m² or more are:

- (a) multiple dwelling housing
- (b) personal services establishments
- (c) emergency and protective services
- (d) child care centre, major
- (e) congregate housing
- (f) extended medical treatment facilities
- ~~(g) health services~~
- (h) health services, major**
- (i) health services, minor**

17.2.2.2 The principal uses for properties with a lot area of less than 900m² are:

- (a) single dwelling housing
- (b) child care centre, minor
- ~~(c) health services~~
- (d) health services, major**
- (e) health services, minor**

17.2.6 Parking Regulations specific to the ~~HD-2~~ **HD2** Zone

- (c) **Health Services, Major and Minor** shall be calculated as 2.5 stalls per 100 m² of gross floor area.

17.2.7 Other Regulations

- (b) **Secondary uses** can only be present where a ~~principle~~ **principal** use is established and in continuous use.
- (c) **Offices** are limited to those related to ~~h~~**Health s****Services, Major and Minor** or those that can demonstrate a direct support role for the Kelowna General Hospital, Cottonwoods Care Facility or Interior Health Authority.
- (h) For properties with a lot area of 900m² or more, Level 2 landscape buffers are required for the front yard and Level 3 landscape buffers are required in all side and rear yard setback areas.**
For properties with a lot area of less than 900m², a minimum 2.0m landscape buffer is required for the side yard setback areas to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required. Level 2 landscape buffers are required for the front yard and Level 3 landscape buffers are required for the rear yard setback areas.

17.3 HD3 - Health Services Transitional

17.3.2 Principal Uses

17.3.2.1 The principal uses in this zone are:

- (a) boarding or lodging house
- (b) **congregate housing**
- (c) group home, minor
- (d) health services, minor
- (e) health services, major
- (f) single detached housing
- ~~(g) supportive housing, minor~~
- (h) two dwelling housing

17.3.5 Other Regulations

- (b) **A minimum 2.0m landscape buffer is required for the side yard setback areas to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required. Level 2**
~~landscape buffers are required for the side yards and Level 3~~ **Level 2** landscape buffers are required in the front and rear yard setback areas. A visual screen is required along side or rear lot lines that are adjacent...

Section 2 - Interpretation

2.3 General Definitions

Definitions to Remove

HEALTH SERVICES means **development** used for the provision of physical or mental **health services** on an out-patient basis. Services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative, or counseling nature. Typical **uses** include but are not limited to medical and dental **offices**, chiropractors, massage therapists and acupuncture clinics, health clinics, and counseling services.

SUPPORTIVE HOUSING, MAJOR means housing consisting of seven or more dwellings with support services on-site. These may or may not include collective dining facilities, laundry facilities, counseling, educational services, homemaking, and transportation. Supportive Housing, Major may qualify as **Special Needs Housing**.

SUPPORTIVE HOUSING, MINOR means housing consisting of a maximum of six dwellings with support services on-site. These may or may not include collective dining facilities, laundry facilities, counseling, educational services, homemaking, and transportation. Supportive Housing, Minor may qualify as **Special Needs Housing**.

Section 7 - Landscaping and Screening

7.6 Minimum Landscape Buffers

7.6.1 Landscape buffers, of a design as shown...

- (b) ~~Level 2: a minimum 2.0m landscape buffer is required to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required.~~

Table 7.1 - Minimum Landscape Buffer Treatment Levels Schedule

Location	Front Yard	Rear Yard	Side Yard	Urban Plaza Permitted (see 7.4)
HD2 - properties with a lot area of 900m ² or more	2	3	3	
HD2 - properties with a lot area of less than 900m ²	2	3	2.0m (see Section 17.2.7)	
HD3	2	2	2.0m (see Section 17.3.5)	

Section 8 - Parking and Loading

Table 8.1 - Parking Schedule

Health Services and Health Services, Minor	5 per 100m² GFA, except on parcels less than 1800m² in area the required parking spaces shall be 4 per 100m².
Health Services, Major and Minor	
(a) HD2 zone	2.5 per 100m ² GFA
(b) Lot area of 1800m ² or more, exclusive of the HD2 zone	4.0 per 100m ² GFA
(c) Lot area of less than 1800m ² , exclusive of the HD2 zone	3.0 per 100m ² GFA

CITY OF KELOWNA

BYLAW NO. 10997

TA14 - 0016 - Amendments to Health District Zone in the City of Kelowna Zoning Bylaw No. 8000

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 **Section 2 - Interpretation** be amended by deleting the following definitions and all references thereafter:

"HEALTH SERVICES means **development** used for the provision of physical or mental **health services** on an out-patient basis. Services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative, or counselling nature. Typical **uses** include but are not limited to medical and dental **offices**, chiropractors, massage therapists and acupuncture clinics, health clinics, and counseling services.

SUPPORTIVE HOUSING, MAJOR means housing consisting of seven or more dwellings with support services on-site. These may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking, and transportation. Supportive Housing, Major may qualify as **Special Needs Housing**.

SUPPORTIVE HOUSING, MINOR means housing consisting of a maximum of six dwellings with support services on-site. These may or may not include collective dining facilities, laundry facilities, counselling, educational services, homemaking, and transportation. Supportive Housing, Minor may qualify as **Special Needs Housing**."

2. THAT **Section 7 – Landscaping and Screening, 7.6 Minimum Landscape Buffers** be amended by deleting the following:
 - (b) **Level 2:** a minimum 2.0m landscape buffer is required to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required.
3. THAT **Section 7 – Landscaping and Screening, Table 7.1 – Minimum Landscape Buffer Treatment Levels Schedule** be amended by deleting:

Location	Front Yard	Rear Yard	Side Yard	Urban Plaza Permitted (see 7.4)
Health District Zones				
HD1	Abbott St, Pandosy St and Royal Ave – Level 2 Christleton Laneway – Level 3			
HD2	2	3	3	

And replacing it with:

Location	Front Yard	Rear Yard	Side Yard	Urban Plaza Permitted (see 7.4)
Health District Zones				
HD1	Abbott St, Pandosy St and Royal Ave – Level 2 Christleton Laneway – Level 3			
HD2 – properties with a lot area of 900m ² or more	2	3	3	
HD2 – properties with a lot area of less than 900m ²	2	3	2.0m (see Section 17.2.7)	
HD3	2	2	2.0m (see Section 17.3.5)	

4. THAT **Section 8 – Parking and Loading, Table 8.1 – Parking Schedule, Commercial**, be amended by deleting:

Health Services and Health Services, Minor	5 per 100m ² GFA, except on parcels less than 1800m ² in area the required parking spaces shall be 4 per 100m ² .
---	--

And replacing it with:

Health Services, Major and Minor	
(a) HD2 zone	2.5 per 100m ² GFA
(b) Lot area of 1800m ² or more, exclusive of the HD2 zone	4.0 per 100m ² GFA
(c) Lot area of less than 1800m ² , exclusive of the HD2 zone	3.0 per 100m ² GFA

5. THAT **Section 17 – Health District Zone, 17.2 HD2 – Hospital and Health Support Services**, be amended by:

- a) Deleting the word “principle” in sub-section 17.2.2.1 and replacing it with the word “principal”;
- b) Deleting in sub-section 17.2.2.1, sub-paragraph (g) health services, and adding the following:
 - (g) health services, major
 - (h) health services, minor

- c) Deleting in sub-section 17.2.2.2, sub-paragraph (c) health services, and adding the following:

- (c) health services, major
 - (d) health services, minor

- d) Deleting the word “HD-2” in the “**17.2.6 Parking Regulations specific to the HD-2 Zone**” and replacing it with “HD2”;
- e) Adding to sub-section **17.2.6 Parking Regulations specific to the HD-2 Zone**, sub-paragraph (c) the words “, Major and Minor” after the words “Health Services”;
- f) Deleting under section **17.2.7 Other Regulations**, in sub-paragraph (b) the word “principle” and replacing it with the word “principal”;
- g) Deleting under section **17.2.7 Other Regulations**, in sub-paragraph (c) the words “**health services**” and replacing it with the words “**Health Services, Major and Minor**”; and
- h) Deleting under section **17.2.7 Other Regulations**, sub-paragraph (h) that reads:
 - “(h) Level 2 landscape buffers are required for the **front yard** and Level 3 landscape buffers are required in all **side** and **rear yard** setback areas.”

And replacing it with:

- “(h) For properties with a **lot area** of 900m² or more, Level 2 landscape buffers are required for the **front yard** and Level 3 landscape buffers are required in all **side** and **rear yard** setback areas.

For properties with a lot area of less than 900m², a minimum 2.0m landscape buffer is required for the side yard setback areas to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required. Level 2 landscape buffers are required for the **front yard** and Level 3 landscape buffers are required for the **rear yard** setback areas.”

- 6. THAT **Section 17 – Health District Zone, 17.3 HD3 –Health Services Transitional**, be amended by:
 - a) Adding to the end of the text under Section 17.3.1 Purpose, the following boundary map:

[illegible]

- “(b) Level 2 landscape buffers are required for the side yards and Level 3 landscape buffers are required in the front and rear yard setback areas. A visual screen is required along side or rear lot lines that are adjacent to a residential land use designation. The visual screen may consist of either vegetation or decorative fence or wall. The minimum height of the screen is 1.2m (at maturity for vegetation, planted at a minimum height of 1.0m high on a maximum spacing of 900mm).”

“(b) A minimum 2.0m landscape buffer is required for the **side yard** setback areas to separate uses from adjacent properties and will consist of a low-lying vegetative buffer where no trees or continuous opaque barrier is required. Level 2 landscape buffers are required in the front and rear yard setback areas. A visual screen is required along side or rear lot lines that are adjacent to a residential land use designation. The visual screen may consist of either vegetation or decorative fence or wall. The minimum height of the screen is 1.2m (at maturity for vegetation, planted at a minimum height of 1.0m high on a maximum spacing of 900mm).”

7. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: September 13, 2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning & Real Estate (LG)

Application: TA14-0018 **Applicant:** Jim Meiklejohn (Meiklejohn Architects Inc.)

Subject Address: 1435 Water Street **Owner:** City of Kelowna

Title: Text Amendment to P1 Zone

Existing Zone: P1 - Major Institutional

1.0 Recommendation

THAT Zoning Bylaw Text Amendment No. TA14-0018 to amend Section 16.1.3 of City of Kelowna Zoning Bylaw No. 8000 as outlined in the report from Urban Planning dated September 13, 2014 be considered by Council.

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

2.0 Purpose

To amend the P1- Major Institutional zone to allow Non-accessory Parking as a secondary use.

3.0 Urban Planning

Urban Planning supports the proposed text amendment to the Zoning Bylaw. Formally, the application has been made in order to facilitate the proposed parkade associated with the *Kelowna Community Health and Services Centre* building. However, Urban Planning agrees that the addition of *Non-accessory parking* to the P1 zone would benefit most uses that are allowed in the zone. Those uses are typically large-scale assembly destinations such as places of worship, recreation facilities, and arenas.

Non-accessory parking would be added as a secondary use in the zone thereby allowing them only when in conjunction with an existing primary use, or a development application for a large-scale primary use. There are very few P1-zoned parcels in the City and Urban Planning does not anticipate an increase in non-accessory parking development applications outside of the downtown urban centre.

As for the conversion of the current Memorial Arena surface parking lot to a parkade, this portion of the property at 1435 Water Street has always (historically) been used to provide public parking

and this same use will continue with construction of the new parkade. This development will continue the trend of moving public parking away from the waterfront and will provide a large increase to capacity for special events in the downtown core.

4.0 Current Development Policies

Downtown Plan 2012

Focal Priority #5 - Make it easier to park.

- Initiatives:
- Build parkade at the east end of downtown.
 - Expand parking opportunities for the Cultural District area.
 - Increase supply of parking for people with disabilities.

Kelowna Parking Management Strategy

Guiding Principles

- 1. The City will focus on excellent short-term parking management to support higher turn-over while maintaining a governing role in long-term parking solutions.** The City's primary role in parking management should be to provide short-term public parking, including the protection of existing on-street space, with a secondary role of governing and planning for long-term parking. Pricing levels should encourage private investment in long-term parking facilities.
- 2. The parking system will continue to pay for itself (will operate under a user-pay cost recovery model).** There are many costs associated with parking: new infrastructure, maintenance, equipment, enforcement, upgrades, customer service applications, replacement of existing infrastructure, land acquisition, management and more.
- 3. Focus on customer service and fairness in parking practices by providing options, technologies and information.** Additional payment options, improved signage, fair practices and real-time information make parking more accessible, easier to find, eases (or lessens) enforcement requirements and supports active business areas and balanced neighbourhoods.
- 4. The City will work with institutions, businesses and developers to plan solutions for parking management.** Parking policies must support the private and institutional sectors to ensure efficient and economical ways to address parking and transportation overall. Policies should help to encourage public-private partnerships as well as private investment.
- 5. Parking will be used to support a balanced transportation system. Parking is part of the larger transportation picture.** Inexpensive and plentiful parking will not encourage people to use transit, walk or cycle. Strategies to manage the supply of various types of parking and pricing in some of the most vibrant areas of the city will serve to discourage single-occupant vehicles and encouraging other ways to commute.

5.0 Application Chronology

Date of Application Received: August 20, 2014

Report prepared by:

Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion: ☐ Ryan Smith, Urban Planning Manager

Attachments:

Schedule 'A' - Proposed Text Amendment

SCHEDULE 'A' Proposed P1 Text Amendment
TA14-0018

Section	Existing Text	Proposed Text	Rationale
Section 16 (16.1.3 - Secondary Uses)	<p>Secondary Uses</p> <p>The secondary uses in this zone are:</p> <ul style="list-style-type: none"> (a) child care centre, major (b) congregate housing (c) food primary establishment (d) group homes, major (e) liquor primary establishment, major (P1lp only) (f) liquor primary establishment, minor (g) public parks (h) retail stores, general (i) supportive housing 	<p>Secondary Uses</p> <p>The secondary uses in this zone are:</p> <ul style="list-style-type: none"> (a) child care centre, major (b) congregate housing (c) food primary establishment (d) group homes, major (e) liquor primary establishment, major (P1lp only) (f) liquor primary establishment, minor (g) non-accessory parking (h) public parks (i) retail stores, general (j) supportive housing 	<p>The addition of <i>Non-accessory parking</i> to the P1 zone would benefit most uses that are allowed in the zone. Those uses are typically large-scale assembly destinations such as places of worship, recreation facilities, and arenas.</p> <p>There are very few P1-zoned parcels in the City and Urban Planning does not anticipate an increase in non-accessory parking development applications outside of the downtown urban centre.</p>

CITY OF KELOWNA

BYLAW NO. 11013

TA14-0018 - Amendment to Section 16 - Public & Institutional Zones

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 Section 16 - Public & Institutional Zones, 16.1 P1-Major Institutional/P1lp-Major Institutional (Liquor Primary), 16.1.3 Secondary Uses be amended by adding in its appropriate location a new sub-paragraph "non-accessory parking" and renumber all subsequent sub-paragraphs.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: September 29, 2014

RIM No. 1250-30

To: City Manager

From: Urban Planning Department, Community Planning and Real Estate (RS)

Application: Z14-0030 **Owner:** MKS Resources Inc

Address: 519,529 and 539 Truswell Road **Applicant:** GTA Architecture

Title: 2014 09 29 Report Z14-0030 519-539 Truswell Rd

Existing OCP Designation: Mixed-Use Tourism

Proposed OCP Designation: No Change

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: C9 - Tourist Commercial

1.0 Recommendation

THAT Rezoning Application No. Z14-0030 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lots 1 and 2, Section 1, Township 25, ODYD, Plan 13317 and Lot 1 Section 1, Township 25, ODYD Plan KAP91725, located on 519,529 and 539 Truswell Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the C9 - Tourist Commercial zone, be considered by Council.

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

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.

2.0 Purpose

The applicant is proposing to rezoning the subject properties from the RU1 - Large Lot Housing zone to the C9 - Tourist Commercial zone to accommodate the development of a 6 storey mixed use (residential/commercial) development.

3.0 Urban Planning Department

The Urban Planning Department supports this rezoning application. The proposal is consistent with both the Official Community Plan and the development trends in the neighborhood. The applicant has been working with staff to resolve design comments generated through a review by the City's Advisory Design Team and staff anticipate being able to bring positive recommendations on both the Development Permit and Development Variance Permit applications. The proposed variances are all relatively minor in nature and are explained briefly below.

- The side yard setback variance is triggered because the developer has chosen not to combine proposed phase 2 with the phase 1 strata (for ease of future strata management). This has meant that an internal lot line will remain between the two projects triggering the need for a bylaw variance for the parkade wall. This wall fronts onto a fire lane/parkade wall on the existing phase 1 and thus no units are impacted negatively. Above the southern side of the parkade, the building steps back to exceed the required setback.
- The building height variance is triggered by the style of construction and architectural projections that help to create a varied roofline.
- While the parking variance seems large, it will actually allow the developer to provide parking in an amount similar to what would be required for a regular residential development. The parking rates for an apartment hotel development are generally 75% of what is required for a residential unit.
- The reduced building setbacks along the fronting streets will help the buildings frontages to not only complement the Phase 1 of Water's Edge but also provide a strong retail frontage along Truswell Street.

4.0 Proposal

4.1 Background

The adjacent properties (to the south) were developed as Phase 1 of the Water's Edge development. A phase 2 of Water's Edge has always been contemplated and disclosed to the original purchasers. While the applicant is referring to this as "phase 2", it will not be connected to the phase building or strata as originally planned. Separating the two projects both from a structural and real estate perspective will simplify the management of the projects in the future.

4.2 Project Description

The applicant is proposing to rezone the subject properties to the City's C9 - Tourist Commercial zone in order to set the required land use for the construction of a 6 storey building with a contemporary character. The building will be buffered from both neighbouring properties and the pedestrian realm by landscaping around the perimeter of the site and parking structure. The parking structure is constructed at grade, and has some minor landscape berming and planters around the perimeter to reduce the perceived building height. The building has a commercial frontage located at the north side of the structure, which also has an outdoor patio seating area located adjacent to it. The building's parking structure is accessed via a driveway from Truswell Road (on the west side of the building) and the pedestrian entrance area is highlighted by the use of a stone finish and a distinct awning. The parkade will provide a total of 29 stalls and a further 23 stalls will be located behind the building. Of the total number of stalls, 8 are allocated to the commercial use, 18 stalls for the apartment hotel. Of the remaining 26 stalls, 6 of the surface parking stalls will be designated for public parking to service future greenway/linear path users.

The applicant has created the required Riparian Management Area along Mission Creek with phase 1 of the proposed development and is committed to some minor replanting and maintenance in this area to replace some plant species that have not survived their first few growing seasons.

Above the parking structure, the building steps back on its southern side (adjacent to phase 1 of Water's Edge) and the resulting deck area includes an outdoor amenity area with a hot tub, as well as an outdoor seating area.

The roof proposed for the building is designed with a flat profile to further reduce the perceived building height, and to minimize the impact on the residents across Mission Creek. There are flat roof projections that incorporate bracketed support elements that also break up the length of the roof area. There are also a number of lofted areas that project through the roof area, which also creates additional visual interest to this element.

The exterior of the proposed building is designed to be finished in a manner that ties it to phase 1 of the development with a blend of stucco detail areas and horizontal hardie plank materials. The balconies are proposed to be finished with a painted metal guard rail system which incorporates tempered glazing.

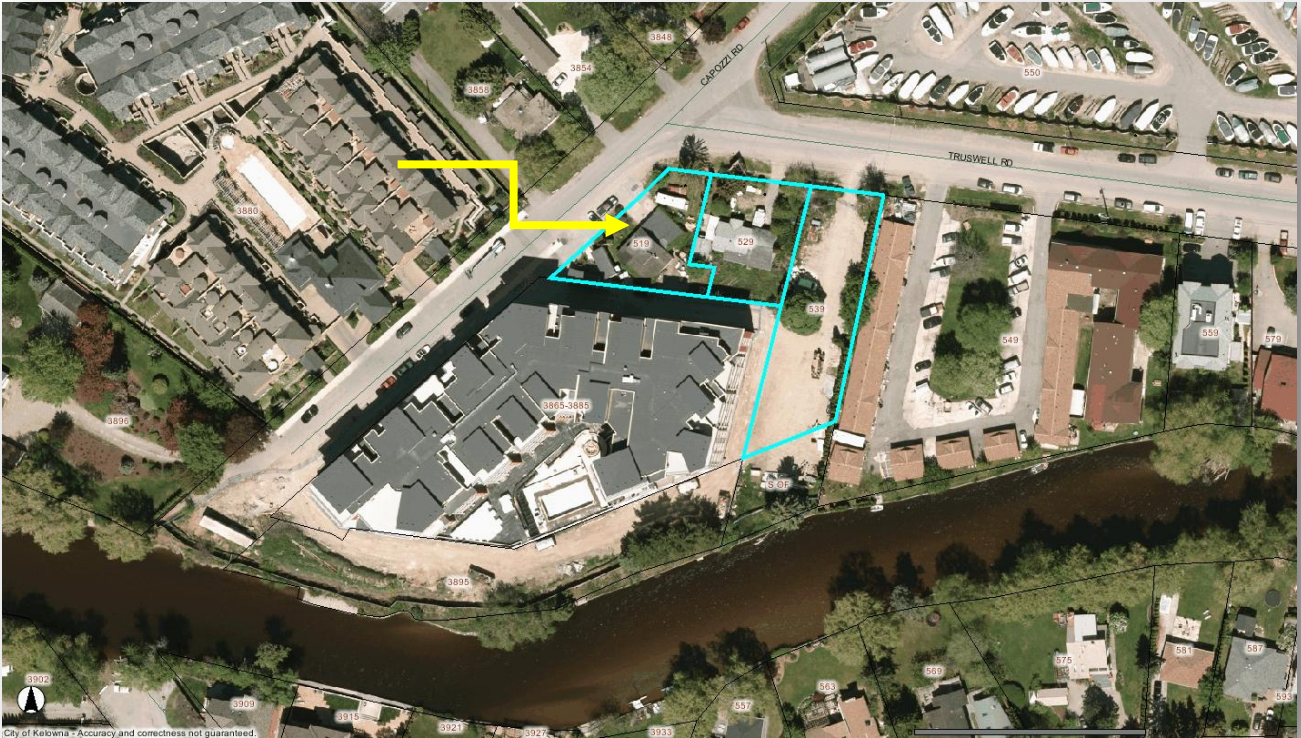
4.3 Site Context

The subject properties are located at the intersection of Truswell and Capozzi Roads, bounded on the south by Mission Creek and Phase 1 of the Water's Edge development. The site is generally level, and is currently developed with single unit and two unit residential buildings. It is proposed to close a portion of Truswell Road to add surplus City land to the development site.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C9 - Tourist Commercial	Boat Storage
East	C9 - Tourist Commercial	Walnut Grove Motel
South	C9 - Tourist Commercial/Mission Creek	Water's Edge Phase 1
West	C9 - Tourist Commercial RU1 - Large Lot Housing	Mission Shores Single Family Dwellings

Subject Property Map: 519,529 and 539 Truswell Road



4.4 Zoning Analysis

Zoning Analysis Table		
CRITERIA	C9 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	1800m ²	3169m ²
Lot Width	30.0m	30.5m
Lot Depth	35.0m	54.2m
Development Regulations		
Floor Area Ratio	1.5	1.19
Height	22m/6 storeys	25m/6 storeys ^①
Front Yard (Capozzi Rd)	6m	2.5m ^② (to match phase 1)
Side Yard (south/phase 1)	3.0m	0.0m ^④
Side Yard (north/flanking street)	4.5m	1.8m ^③
Side Yard (east)	3.0m	7.0m
Rear Yard	15m	15m+
Other Regulations		
Minimum Parking Requirements	Apartment Hotel: 18 Commercial/Retail: 8 +6 Allocated to City of Kelowna for linear corridor parking Total: 32	29 parkade stalls 23 surface stalls (6 surface stalls designated for public parking) Total 52^⑥

Bicycle Parking	Class 1: 2 Class 2: 3	Class 1: 7 Class 2: 5
Private Open Space	m ²	m ²
Loading Space	1	1
<ul style="list-style-type: none"> ❶ Variance to maximum building height from 22.0m permitted to 25.0m proposed. ❷ Variance to front yard setback from 6m required to 2.5m proposed to achieve that same setback along Capozzi Road as phase 1 of Water's Edge. ❸ Variance to the northern (flanking) side yard setback from 4.5m required to 1.8m proposed. ❹ Variance to southern side yard setback from 3.0m required to 0.0m proposed ❺ Variance to allow the development to provide 153% of the required parking when only 125% is permitted. 		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

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

Mixed Use Tourism (MXT)

Developments that provide for a mix of hotel, apartment hotel, multiple unit residential uses and associated commercial uses intended to service the tourism market. Building densities and height would be consistent with the provisions of the C9, RM3, RM4 and RM5 zones of the Zoning Bylaw.

Building Height

Elsewhere: For all areas of the City outside the Urban Centres, buildings heights shall be a maximum of four storeys for residential and six storeys for apartment hotels and hotels. Additional height restrictions may be imposed as a result of airport-related zoning regulations.

Strata Parkades

Consider private sector parking solutions such as strata parkades as an alternative to fulfilling parking requirements.

Environmentally Sensitive Area Linkages

Ensure that development activity does not compromise the ecological function of environmentally sensitive areas and maintains the integrity of plant and wildlife corridors.

Tourist Commercial

Consider commercial development for tourism related uses in the Capozzi / Truswell, Lakeshore, Cook Road area.

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

Visitor Accommodation

Consider allowing visitor accommodation along the shore zone provided that such a use protects the riparian area, would be compatible with the neighbourhood and site context, and public enjoyment of the lakefront is enhanced as a result of the development.

6.0 Technical Comments

6.1 Building & Permitting Department

- Demolition permits are required for any existing structures
- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
- Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
- A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
 - a. Door swings and gate swings for proper means of exiting are required
 - b. Additional doors and corridors may be required to meet minimum exiting requirements. This may include moving of the internal rated exit stairwells to meet minimum distances and addition of rated corridors.
 - c. Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
 - d. Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
- A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application. A minimum Geodetic Elevation of 343.66 meters is required for all habitable spaces including the parking garage(s).
- We strongly recommend that the developer have his professional consultants review and prepare solutions for potential impact of this development on adjacent properties. Any damage to adjacent properties is a civil action which does not involve the city directly. The items of potential damage claims by adjacent properties are items like settlement of foundations (preload), damage to the structure during construction, additional snow drift on neighbour roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.
- Requirements of the City of Kelowna Fire Prevention Regulations Bylaw No. 10760 for buildings 6 stories and greater are to be shown on the building permit drawings.
- Guards are required for all decks and parking areas. The drawings provided don't clearly identify compliance to these minimum requirements, but will be reviewed at time of building

permit application. The appearance of these guards may affect the form and character of the building.

- Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
- An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc
- Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
- Mechanical Ventilation inlet and exhausts vents are not clearly defined in these drawings for the enclosed parking storeys. The location and noise from these units should be addressed at time of Development Permit.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure at time of permit application

6.2 Development Engineering Department

- See attached report dated August 1st, 2014.

6.3 Fire Department

- Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required.
- A visible address must be posted on Truswell as per City of Kelowna By-Laws
- Sprinkler drawings are to be submitted to the Fire Dept. for review when available. Ensure that isolation valves are at an acceptable level as per the COK Bylaw 10760.
- A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD or DVD to facilitate Fire Department pre-planning for this structure. The fire safety plan should clearly detail the unique requirements for this structure. A copy of the sprinkler system owner's certificate is to be included in the fire safety plan.
- Fire Department access is to be met as per BCBC 3.2.5.6
- Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance. Kurt's Lock & Safe at 100A - 1021 Ellis Street, Kelowna is the approved supplier for flush mount lock boxes.
- The standpipes connections are to be installed on the transitional landings of the stairwells as per NFPA 14.
- All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.

- Fire alarm system is to be monitored by an agency meeting the CAN/ULC S562 Standard.
- Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- Fire department connection is to be within 45M of a fire hydrant - please ensure this is possible and that the FD connection is clearly marked and visible from the street.

7.0 Application Chronology

Date of Application Received: July 11, 2014
Advisory Design Team Review: August 14, 2014
Public Notification (Policy #367): September 19, 2014

Report prepared by:

Ryan Smith, Urban Planning Manager

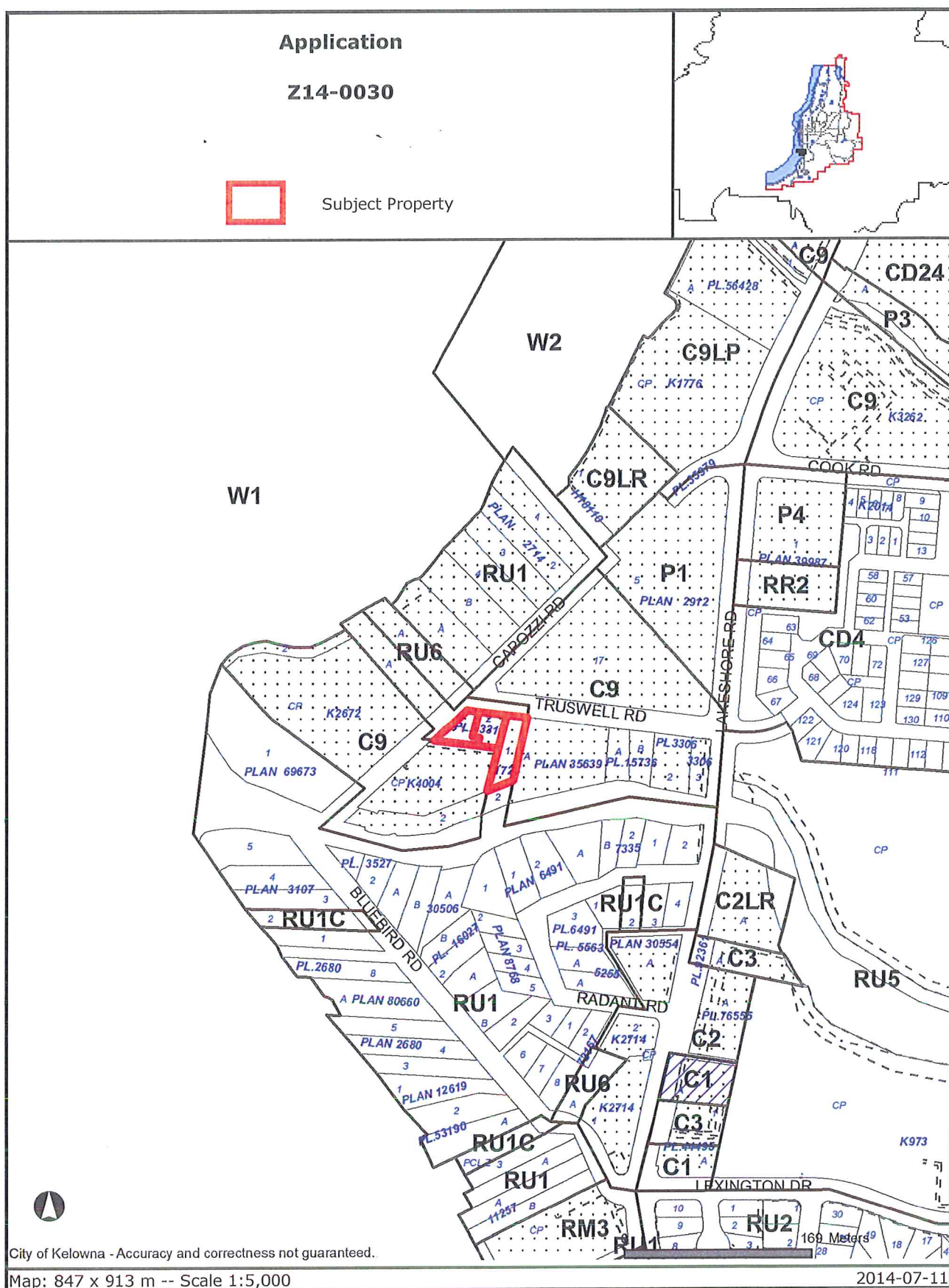
Approved for Inclusion:



Doug Gilchrist, Divisional Director of Community Planning and Real Estate

Attachments:

Site Plan
Floor Plans
Conceptual Elevations
Landscape Plan
Context/Site Photos
Development Engineering Branch Memo dated August 1st, 2014



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.

CITY OF KELOWNA

MEMORANDUM

Date: August 1, 2014
File No.: Z14-0030

To: Urban Planning (RS)

From: Development Engineering Manager

Subject: 519,529 & 539 Truswell Road Zone: RU1 to C9

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

1. Domestic Water and Fire Protection

- (a) The subject properties are each currently serviced with one water service (19mm). The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the disconnection of existing services and the installation of a new service. The estimated cost of this construction for bonding purposes is **\$20,000.00**.

2. Sanitary Sewer

- (a) The subject properties are each currently serviced with 100mm sanitary services. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal and disconnection of the existing services and the installation of one new larger service. The estimated cost of this construction for bonding purposes is **\$10,000.00**.

3. Storm Drainage

- (a) One of the subject properties is currently serviced with a 100mm service. The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the City Storm Water Management Policy and Design Manual. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. The estimated cost of this construction for bonding purposes is **\$5,000.00**.

4. Road Improvements

- (a) Truswell Road must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, sidewalk, landscaped boulevard complete with street trees drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **\$45,000.00**
- (b) Landscaped boulevards, complete with underground irrigation, is required.

5. Road Dedication and Subdivision Requirements

By registered plan to provide the following:

- (a) Grant Statutory Rights Of Way if required for utility services.
- (b) Dedicate a corner rounding at the intersection.
- (c) Lot consolidation.
- (d) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.

5. Electric Power and Telecommunication Services and Street Lights

- a) All proposed distribution and service connections are to be installed underground.
- b) Streetlights must be installed on all roads.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).

6. Design and Construction

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

- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering 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.

7. Servicing Agreements for Works and Services

- (a) A Servicing Agreement is required for all offsite 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.

8. Other Engineering Comments

- (a) Provide all necessary Statutory Rights-of-Way for any utility corridors as required.
- (b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

10. Geotechnical Report

- a) Provide a comprehensive geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed development.
 - Overall site suitability for development.
 - Presence of ground water and/or springs.
 - Presence of fill areas.
 - Presence of swelling clays.
 - Presence of sulphates.
 - Potential site erosion.
 - Provide specific requirements for footings and foundation construction.
 - Provide specific construction design sections for roads and utilities over and above the City's current construction standards

11. Development Permit and Site Related Issues

- (a) The development will be required to contain and dispose of site generated storm water on the site by installing an oil separator and ground recharge system consisting of drywells and perforated pipe bedded in drain rock.
- (b) Access and Manoeuvrability
 - (i) An SU-9 standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the

development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.

12. Bonding and Levy Summary

(a) Bonding

Service Upgrades	\$ 35,000.00
Truswell Road Frontage Improvements	\$ 45,000.00

Total **\$ 80,000.00**

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

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

Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
BYLAW NO. 11015
Z14-0030 - MKS Resources Inc.
519, 529 and 539 Truswell 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 Lots 1 and 2, Section 1, Township 25, ODYD, Plan 13317 and Lot 1, Section 1, Township 25, ODYD, Plan KAP91725 located on Truswell Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the C9 - Tourist Commercial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: September 29, 2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning and Real Estate (LB)

Application: Z12-0046 **Owner:** 564913 BC Ltd,
Inc No 564913

Address: 1350 St Paul Street **Applicant:** Joseph Higgins

Subject: Rezoning Application, Extension Request

Existing Zone: I2 - General Industrial

Proposed Zone: C7 - Central Business Commercial

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10757, for Lot 1, D.L. 139, ODYD, Plan KAP68461 located on 1350 St Paul Street, Kelowna, BC, be extended from October 2, 2014 to February 2, 2015;

AND THAT Council direct staff not to accept any further extension requests.

2.0 Purpose

To consider a final extension to facilitate the rezoning of the subject property from the I2 - General Industrial zone to the C7 - Central Business Commercial zone in order to formalize the use of the subject property as a surface parking lot.

3.0 Urban Planning

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.

By-Law No. 10757 received second and third readings on October 2, 2012 after the Public Hearing held on the same date and a twelve (12) month extension to October 2, 2014 was provided on September 30, 2013. The applicant submitted a Development Permit application for a surface parking lot on September 8, 2014. Staff support an additional four (4) month extension to formalize the use of the property as a surface parking lot.

Report prepared by:

Laura Bentley, Planner

Reviewed by:

☐

L. Ganczar, Urban Planning Supervisor

Approved for Inclusion

☐

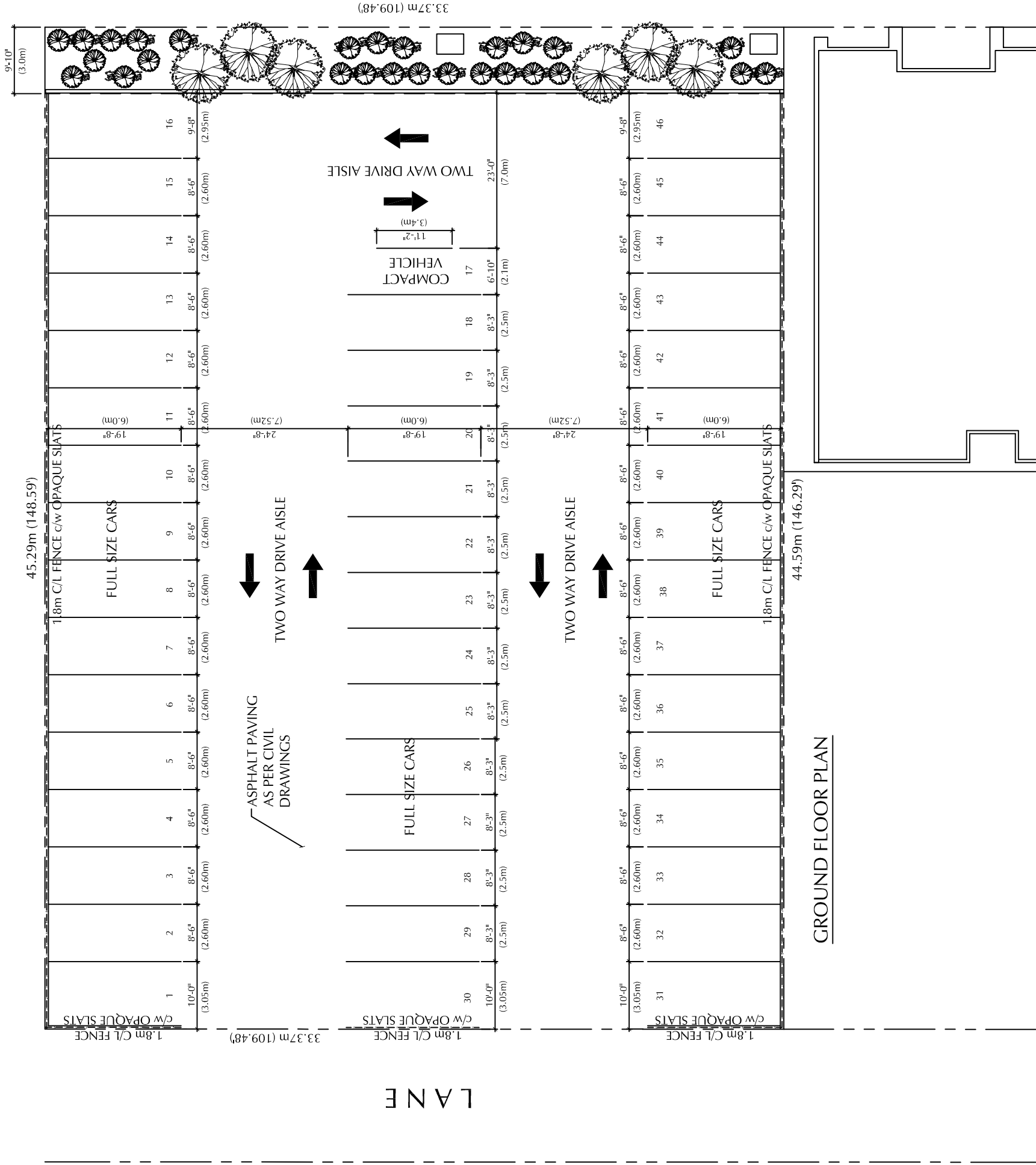
R. Smith, Urban Planning Manager

Attachments:

Site Plan

PROJECT DATA			
CIVIC ADDRESS:	1350 ST., PAUL ST., KELOWNA, BC		
LEGAL DESCRIPTION:	PLAN KAP68451, LOT 1, DL 139, O.D.Y.D.		
CURRENT ZONING:	I2 - GENERAL INDUSTRIAL		
ZONING BYLAW REQUIREMENTS			
PROPOSED ZONE C7 - CENTRAL BUSINESS COMMERCIAL			
PROPOSED USE = NON-ACCESSORY PARKING			
SITE AREA = 16,143 SQ.FT. (1,499.6 SQ.M.)			
LOT WIDTH	PERMITTED	PROPOSED	
LOT DEPTH	30.0m	33.37m	
LOT AREA	30.0m	44.59m	
FLOOR AREA RATIO (FAR)	1,300 sq.m.	1,499.6 sq.m.	
HEIGHT (m)	9.0 (13,496 sq.m.)	0.0 (0 sq.m.)	
SETBACKS (m)	44.0m	0m	
FRONT (ST. PAUL STREET)	0.0m	0.0m	
SIDE (NORTH)	0.0m	0.0m	
SIDE (SOUTH)	0.0m	0.0m	
REAR (WEST - LANE)	0.0m	0.0m	
PARKING:			
COMMERCIAL @ 1.3/100 sq.m. GFA x 0 sq.m. =		0 STALLS	46 STALLS
LANDSCAPE BUFFERS (m)			
FRONT (ST. PAUL STREET)	2.0m	3.0m	
SIDE (NORTH)	0.0m	0.0m	
SIDE (SOUTH)	0.0m	0.0m	
REAR (WEST - LANE)	0.0m	0.0m	
LANDSCAPE TREATMENT LEVELS			
FRONT (ST. PAUL STREET)	2	2	
SIDE (NORTH)	3*	3*	
SIDE (SOUTH)	3*	3*	
REAR (WEST - LANE)	3*	3*	
*OR OPAQUE FENCING			

ST. PAUL STREET



PROPOSED SITE RE-DEVELOPMENT
1350 ST. PAUL STREET
KELOWNA, BC

SITE PLAN

PROJECT

DRAWING TITLE

1520 HIGHLAND DRIVE NORTH, KELOWNA, B.C. V1Y 4K5
PHONE (250) 868-0878 FAX (250) 868-0837

1350 ST. PAUL ST., KELOWNA, BC

No.

DATE

DESCRIPTION

SEPT 2/14

ISSUED FOR REZONING & DEV PERMIT

SCALE: 1/8" = 1'-0"

DATE: AUGUST 22, 2014

DRAWN: HPN

Drawing No.

DP1

REVISION No.:

REPORT TO COUNCIL



Date: September 22, 2014

RIM No. 0940-40

To: City Manager

From: Urban Planning, Community Planning & Real Estate (LG)

Application: DP14-0152 **Owner:** Doyle Avenue Holdings Ltd.

Address: 505 Doyle Avenue **Applicant:** David Roche (Bentall Kennedy)

Title: Development Permit Application

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

Existing Zone: C7 - Central Business Commercial

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP14-0152 for Lot A, District Lot 139, ODYD Plan EPP25652 located at 505 Doyle Avenue, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. The applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper; and
5. Requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction;

AND FURTHER 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.

2.0 Purpose

To consider a development permit application for the proposed Interior Health Authority building located on the subject parcel.

3.0 Urban Planning

Urban Planning supports the proposed *Kelowna Community Health Services Centre* building. As was described at the time of Development Variance Permit application, the development regulations in the C7 zone were written to facilitate tall, narrow high-rises on small, downtown lots. In this case, several lots have been consolidated to allow for an office building that has large floor plates but small massing. The floor plates are large and allow for flexible and adaptable programming areas on each floor. In addition, the proposed building is approximately half of the allowed height in the zone which results in a more human-scale building from the outside pedestrian realm and the adjacent uses.

The zoning and development process that the applicant has taken is a bit unconventional. However, Urban Planning agreed that, by finalizing zoning and confirming all required variances ahead of DP application, it will ensure fewer negotiations and delays during the process.

4.0 Proposal

4.1 Background

For several years, The City has worked with IHA to redevelop the subject parcel into a central facility for the delivery of IHA services and programs. The previously approved rezoning and variance applications, and this development permit application, represent the culmination of these efforts.

4.2 Project Description

The proposed development is a five storey office building called the *Kelowna Community Health Services Centre* to be occupied by IHA.

The placement and orientation of the building on the site responds to the needs of IHA. The front door is featured in a new urban plaza at the corner of Doyle Avenue and Ellis Street, increasing the significance of this intersection as desired by the City. Principle building frontages reinforce the street edge and provide opportunities for the IHA to showcase wellness. A pocket park along Ellis Street will provide opportunity for a staff entrance and staff amenity. Parking access is situated from the lane immediately west of St. Paul Street for ease of accessibility. Loading has been oriented to the lane and can be approached from two directions.

4.3 Site Context

The subject property is located at the southeast corner of Doyle Avenue and Ellis Street. Neighbouring the site is The Madison and location of the approved development permit for The Monaco to the north, Memorial Arena to the west, and commercial uses to the east and south.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Future Land Use
North	C7 - Central Business Commercial	MXR - Mixed Use (Residential / Commercial)
West	P1 - Major Institutional, C7 - Central Business Commercial	EDINST - Educational / Institutional
East	C4 - Urban Centre Commercial	MXR - Mixed Use (Residential / Commercial)
South	C4 - Urban Centre Commercial, C7 - Central Business Commercial	MXR - Mixed Use (Residential / Commercial)

Subject Property Map:



4.4 Zoning Analysis Table

The zoning analysis table shows the requirements of the C7 zone compared to the proposal:

Zoning Analysis Table		
CRITERIA	C7 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	200m ²	4701m ²
Min. Lot Width	6.0m	96.74m
Min. Lot Depth	30.0m	48.76m
Development Regulations		
Max. Floor Area Ratio	9.0	3.5
Max. Height	44.0m	22.8m
Min. Setback (Doyle)	0.0m	0m
Min. Setback (Ellis)	0.0m	0m
Min. Setback (St. Paul)	0.0m	0m
Min. Setback (lane)	10.0m	9.60m ^①
Min. Setback (adjacent property)	15.0m	9.60m ^②
Other Regulations		
Min. Parking Stalls	213 stalls	492 stalls ^③

Min. Class I Bicycle Stalls	33 stalls	91 stalls
Min. Class II Bicycle Stalls	86 Stalls	10 ^④
Min. Loading Spaces	9 stalls	2 stalls ^⑤
<p>① Indicates an approved variance to the minimum lane setback.</p> <p>② Indicates an approved variance to the minimum adjacent property setback.</p> <p>③ Indicates an approved variance to the maximum parking stall requirement.</p> <p>④ Indicates an approved variance to the minimum Class II bicycle parking stall requirement.</p> <p>⑤ Indicates an approved variance to the minimum loading stall requirement.</p>		

4.5 Public Consultation

As per Council Policy No. 367, the applicant is only required to consult with their neighbours within a 50m radius. However, in anticipation of their DVP application, the applicant hosted a Public Information Session.

The session was held on Wednesday, July 9, 2014 from 4pm - 7pm at the Laurel Packinghouse. In preparation for the session, the applicant contacted the neighbouring owners and tenants through three avenues:

1. Registered mail to the legal owners of the neighbouring parcels of land;
2. Emails and phone calls to those for whom they had contact information, specifically
 - a. The owner of 1405 St. Paul Street.
 - b. The owner of 1420 St. Paul Street.
 - c. The strata council president of The Madison at 1395 Ellis Street; and
 - d. The owner/developer of The Monaco site at St. Paul and Ellis.
3. Hand delivery to all businesses within the 50m radius.

Approximately 20 people attended the public information session (not including representatives from the City, IHA or the development team).

Comments noted during the event, and provided on comment cards, were generally positive and supportive of the project. The most commonly repeated or shared comments were:

- General support of the design, scale, and massing of the building
- Concern over the lack of parking in the general area - however, not specifically with respect to the building
- Concern over traffic in the general area - however, not specifically with respect to the building
- Concern that the security around the building and control of those who come to the building to use its services is handled carefully to avoid street level issues
- Street level animation through retail uses, carefully treated elevations and points of entry to the building.

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

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

Downtown Development.² Support rezoning to C7 use in the downtown Urban Centre area only where properties are surrounded on a minimum of 3 sides by existing C7 zoning. The intent of this policy is to support intensification within the existing core areas of Downtown.

Retention of Commercial Land.³ In order to ensure that the City's commercial land supply is not eroded, where the OCP Bylaw 10500 indicated a commercial land use designation for the property, the expectation would be that there be no net loss of commercial space on the site as a result of the redevelopment to include other uses.

Office Building Location.⁴ Encourage office buildings providing more than 929 m² of useable space to locate in the City Centre or the Town Centres. This policy does not include offices integral to business park / industrial uses and "corporate offices" allowable under relevant industrial zones.

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
- Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
- A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
- A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
 - Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
 - Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
 - The code analysis is also to address the interconnected floor space per the prescriptive requirements of the code or an alternative solution needs to be accepted by the Chief Building Inspector in lieu

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.3.4 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Policy 5.24.2 (Development Process Chapter).

⁴ City of Kelowna Official Community Plan, Policy 5.25.2 (Development Process Chapter).

- A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application. We strongly recommend that the developer have his professional consultants review and prepare solutions for potential impact of this development on adjacent properties. Any damage to adjacent properties is a civil action which does not involve the city directly. The items of potential damage claims by adjacent properties are items like settlement of foundations (preload), damage to the structure during construction, additional snow drift on neighbour roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.

6.2 Development Engineering Department

- See attached memorandum dated September 4, 2014.

6.3 Fire Department

- Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required.
- A visible address must be posted as per City of Kelowna Bylaws.
- Sprinkler drawings are to be submitted to the Fire Dept. for review when available. Ensure that isolation valves are at an acceptable level as per the COK Bylaw 10760.
- A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD or DVD to facilitate Fire Department pre-planning for this structure. The fire safety plan should clearly detail the unique requirements for this structure. A copy of the sprinkler system owner's certificate is to be included in the fire safety plan.
- Fire Department access is to be met as per BCBC 3.2.5.6
- Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance. Kurt's Lock & Safe at 100A - 1021 Ellis Street, Kelowna is the approved supplier for flush mount lock boxes.
- The standpipes connections are to be installed on the transitional landings of the stairwells as per NFPA 14.
- Fire Stairwells to be marked clearly (including roof access) as per Fire Department requirements. This would be standardized and approved by the Kelowna Fire Department (KFD).
- All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- Fire alarm system is to be monitored by an agency meeting the CAN/ULC S562 Standard.
- Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- Fire department connection is to be within 45M of a fire hydrant - please ensure this is possible and that the FD connection is clearly marked and visible from the street.

6.4 FortisBC - Electric

- There are primary distribution facilities both on and offsite which provide service to the neighbourhood including the downtown business district as well as the cultural district. FortisBC Inc. is currently working with the City of Kelowna and the Interior Health Authority towards the relocation of both on and offsite facilities to accommodate this

development. The applicant is responsible for costs associated with any change to the existing service and servicing the proposed development, as well as the provision of appropriate land rights where required.

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

6.5 Telus

- Telus will provide underground facilities to this development. Developer will be required to supply and install conduit as per Telus policy.

7.0 Application Chronology

Application Received:	August 20, 2014
Public Consultation:	July 9, 2014
Rezoning 1 st Reading:	July 28, 2014
Rezoning 2 nd & 3 rd Readings:	August 12, 2014
Rezoning Adoption & Development Variance Permit Approval:	September 9, 2014

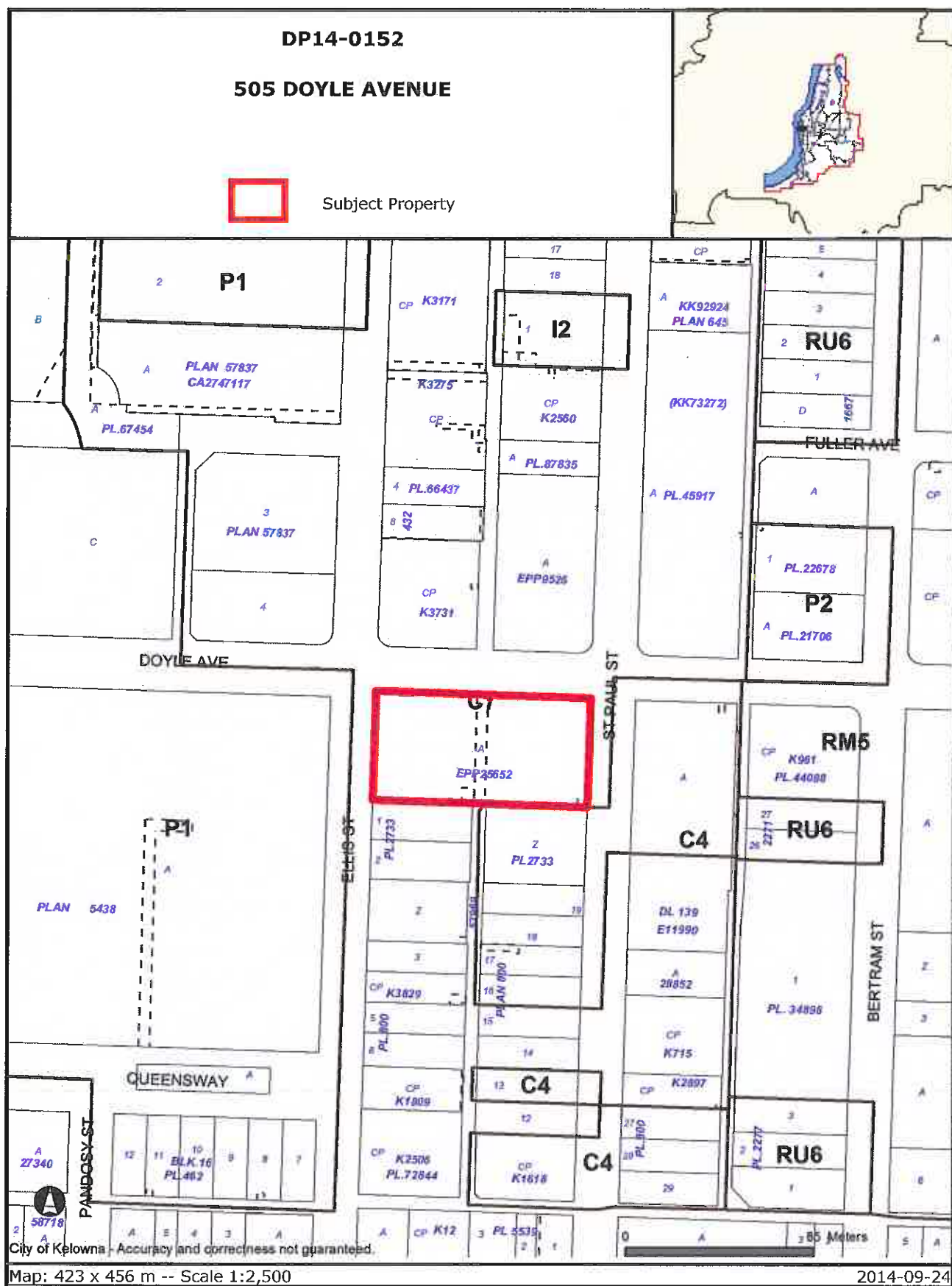
Report prepared by:

Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion: ☐ Ryan Smith, Urban Planning Manager

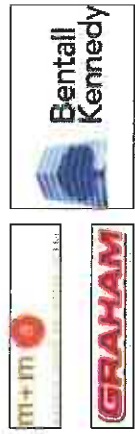
Attachments:

Subject Property map
Schedule A - Development Permit drawings (siting and dimensions)
Schedule B - Development Permit drawings (design and finish)
Schedule C - Development Permit drawings (landscaping)
Development Engineering Memorandum
Draft Development Permit



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.

SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**



KCHSC

KELOWNA COMMUNITY HEALTH SERVICES CENTRE



DEVELOPMENT PERMIT SUBMISSION AUG 18, 2014

ARCHITECTURAL

- DP-0.0 KCHSC COVER SHEET
- DP-1.0 KEY PLAN + PROJECT STATISTICS
- DP-1.0a EXISTING SITE SURVEY
- DP-2.1 MAIN FLOOR - L01
- DP-2.2 PARKADE PLAN - PL1.5
- DP-2.3 SECOND FLOOR - L02
- DP-2.4 THIRD FLOOR - L03
- DP-2.5 FOURTH FLOOR - L04
- DP-2.6 FIFTH FLOOR - L05
- DP-2.6a FIFTH FLOOR (EXPANSION) - L05
- DP-2.7 ROOF PLAN
- DP-3.1 NORTH + EAST ELEVATIONS
- DP-3.1a NORTH + EAST ELEVATIONS - COLOR
- DP-3.2 SOUTH + WEST ELEVATIONS
- DP-3.2a SOUTH + WEST ELEVATIONS - COLOR
- DP-3.3 EAST + WEST ELEVATIONS
- DP-3.3a EAST + WEST ELEVATIONS - COLOR
- DP-4.0 MATERIAL PALETTE

LANDSCAPING

ISSUED FOR: DATE: 4/24/14

Gibbs Gage

ARCHITECTS

250, 140 Avenue SE, Calgary, Alberta T2C 0R1
 PH: 403.253.2000 FAX: 403.254.6979
 GEORGINA C. VANWYK/DAVID L. ANGLER
 KELLOWNA, BC
 DEVELOPMENT PERMIT
 PROJECT NUMBER 13012

SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**



LOCAL PLAN



CONTEXT PLAN

PRELIMINARY NOT FOR CONSTRUCTION

PROJECT STATISTICS

LEGAL DESCRIPTION	BUILDING STATISTICS
STREET ADDRESS 5, 800E HWY 1E	USE MEDICAL / RETAIL
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft

LEGAL DESCRIPTION	BUILDING STATISTICS
STREET ADDRESS 5, 800E HWY 1E	USE MEDICAL / RETAIL
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft

LEGAL DESCRIPTION	BUILDING STATISTICS
STREET ADDRESS 5, 800E HWY 1E	USE MEDICAL / RETAIL
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
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ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft

LEGAL DESCRIPTION	BUILDING STATISTICS
STREET ADDRESS 5, 800E HWY 1E	USE MEDICAL / RETAIL
ZONING CODE R-1	LOT AREA 10,000 sq ft
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STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft

LEGAL DESCRIPTION	BUILDING STATISTICS
STREET ADDRESS 5, 800E HWY 1E	USE MEDICAL / RETAIL
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft
STREET ADDRESS 5, 800E HWY 1E	LOT AREA 10,000 sq ft
ZONING CODE R-1	LOT AREA 10,000 sq ft
SITE ANALYSIS	LOT AREA 10,000 sq ft

Notes:

- 1. The site is located within the City of Kelowna, British Columbia.
- 2. The site is zoned R-1 (Residential Single-Family).
- 3. The site is currently vacant.
- 4. The site is adjacent to the Kelowna Community Health and Services Centre.
- 5. The site is adjacent to the Kelowna Community Health and Services Centre.
- 6. The site is adjacent to the Kelowna Community Health and Services Centre.
- 7. The site is adjacent to the Kelowna Community Health and Services Centre.
- 8. The site is adjacent to the Kelowna Community Health and Services Centre.
- 9. The site is adjacent to the Kelowna Community Health and Services Centre.
- 10. The site is adjacent to the Kelowna Community Health and Services Centre.



Revisions

No.	Description	Date
1	Issued For / Revisions	10/11/2014

KEY PLAN + PROJECT STATISTICS

KEY PLAN

PROJECT STATISTICS

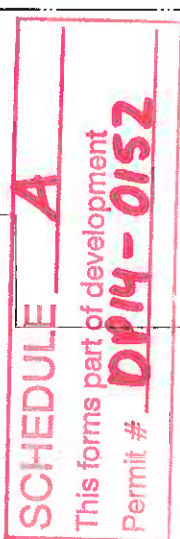
Gibbs Gage
 ARCHITECTS

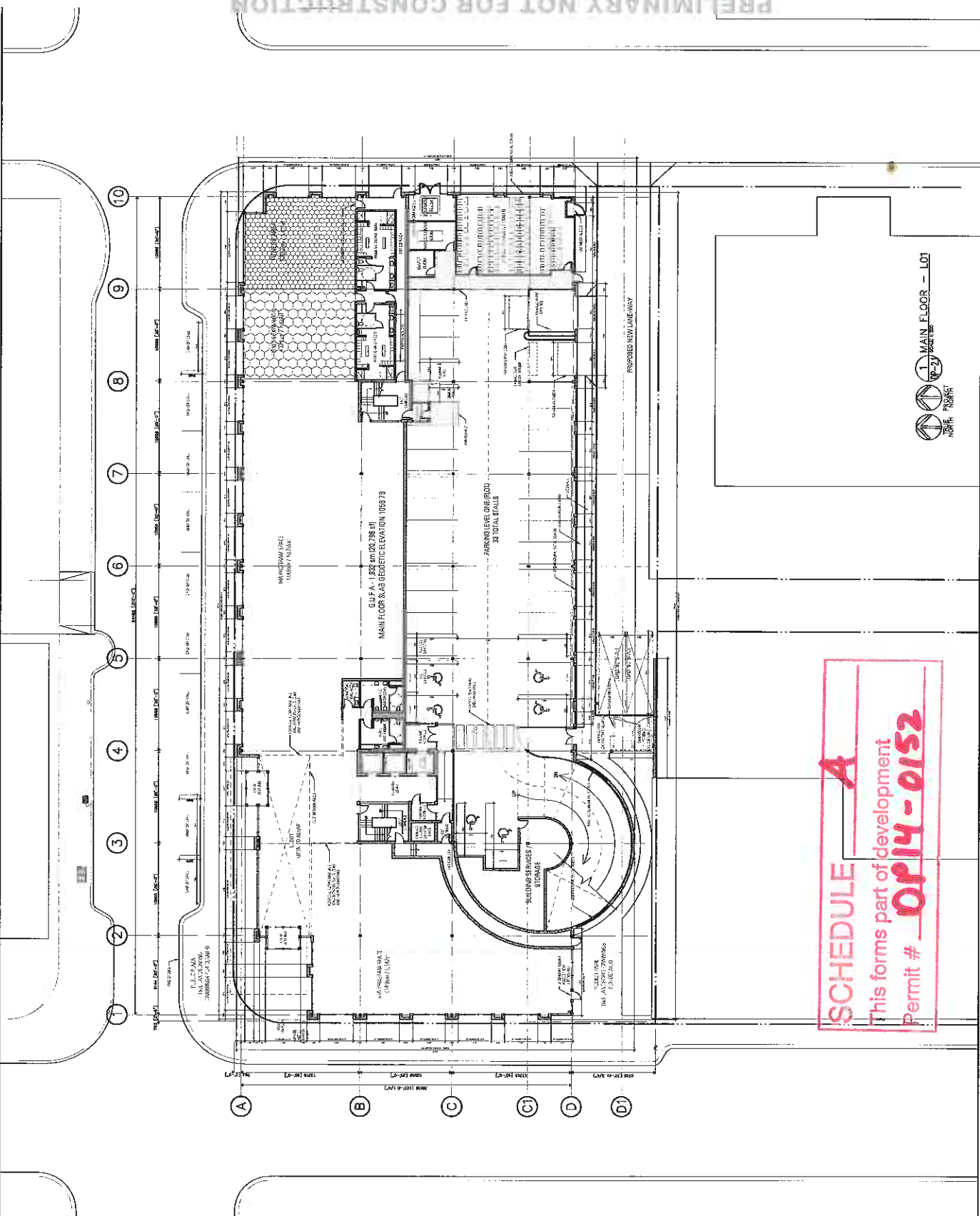
350, 14010 Avenue SE, Calgary, Alberta T2C 0R1
 Tel: 403.233.2000 Fax: 403.281.0879

DP-1.0

Drawn by: [Name]
 Checked by: [Name]
 Project No: [Number]



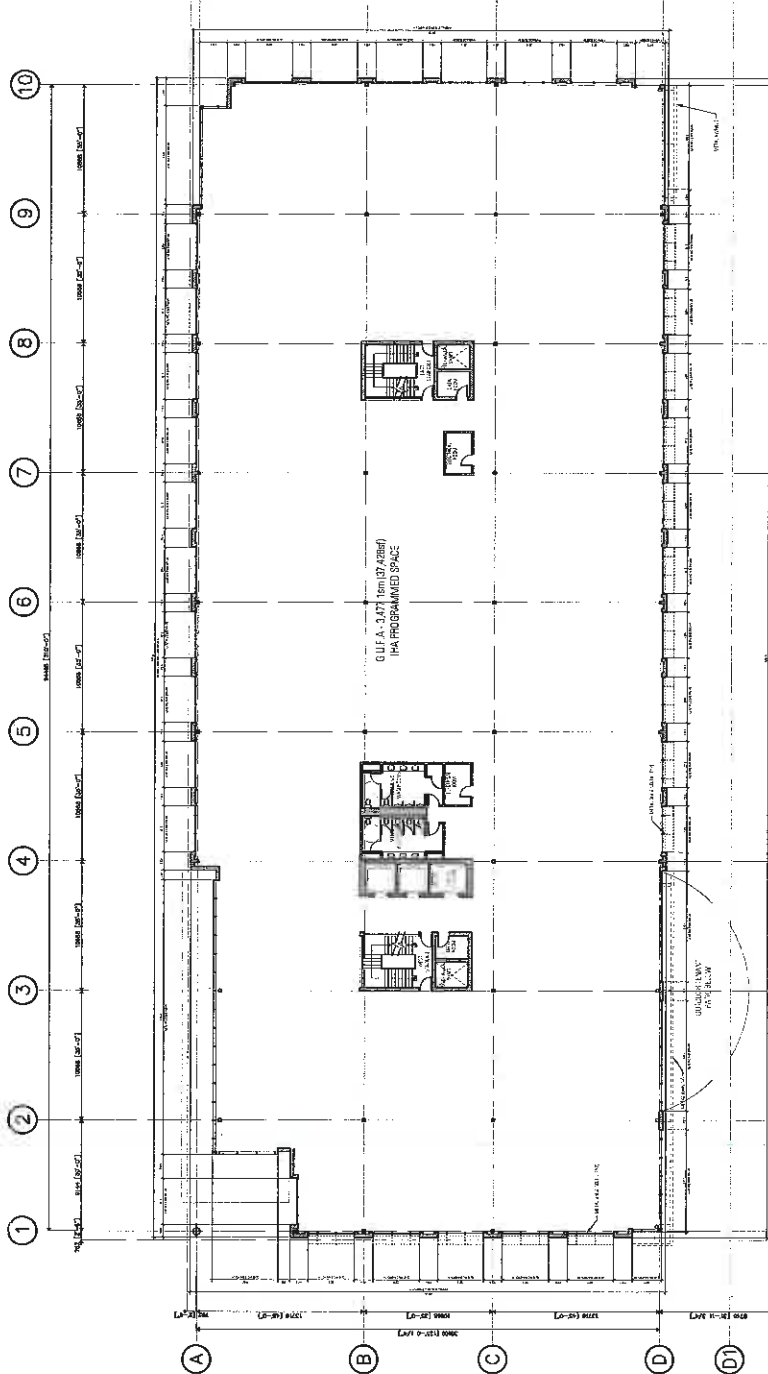




NOTES:
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



PRELIMINARY NOT FOR CONSTRUCTION



DATE: 14/08/18	BY: [Signature]
NO. 1000000000	ISSUED FOR / REVISIONS
DATE: 14/08/18	BY: [Signature]
NO. 1000000000	ISSUED FOR / REVISIONS

PROJECT: KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE	DATE: 14/08/18
LOCATION: KELOWNA	DATE: 14/08/18
CLIENT: BC	DATE: 14/08/18
DESIGNER: [Signature]	DATE: 14/08/18

THIRD FLOOR - L03

Gibbs Gage
 ARCHITECTS
 135, 140 D Avenue SE, Calgary, Alberta T2B 0P1
 Tel: 403.253.2000 Fax: 403.253.0879
 Drawing Number: **DP-2.4**

SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**



15. The Kelowna Community Health and Services Centre is a project of the Kelowna Health Services Board.

Drawing No
FOURTH FLOOR - L04

1
TP-25
LEVEL FOUR - L04
SCALE 11/200

NOTES:
 1. This drawing is a preliminary design and is not to be used for construction.
 2. All dimensions are in feet and inches.
 3. All dimensions are to the center of the member unless otherwise noted.
 4. All dimensions are to the face of the member unless otherwise noted.
 5. All dimensions are to the center of the member unless otherwise noted.
 6. All dimensions are to the face of the member unless otherwise noted.
 7. All dimensions are to the center of the member unless otherwise noted.
 8. All dimensions are to the face of the member unless otherwise noted.
 9. All dimensions are to the center of the member unless otherwise noted.
 10. All dimensions are to the face of the member unless otherwise noted.



PROJECT NAME	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
CLIENT	KELOWNA
DESIGNER	KELOWNA
DATE	10/05/18
ISSUED FOR / REVISIONS	△
NO.	1
DESCRIPTION	1.000 - 1.000
DATE	10/05/18
ISSUED FOR / REVISIONS	△
NO.	1
DESCRIPTION	1.000 - 1.000
DATE	10/05/18

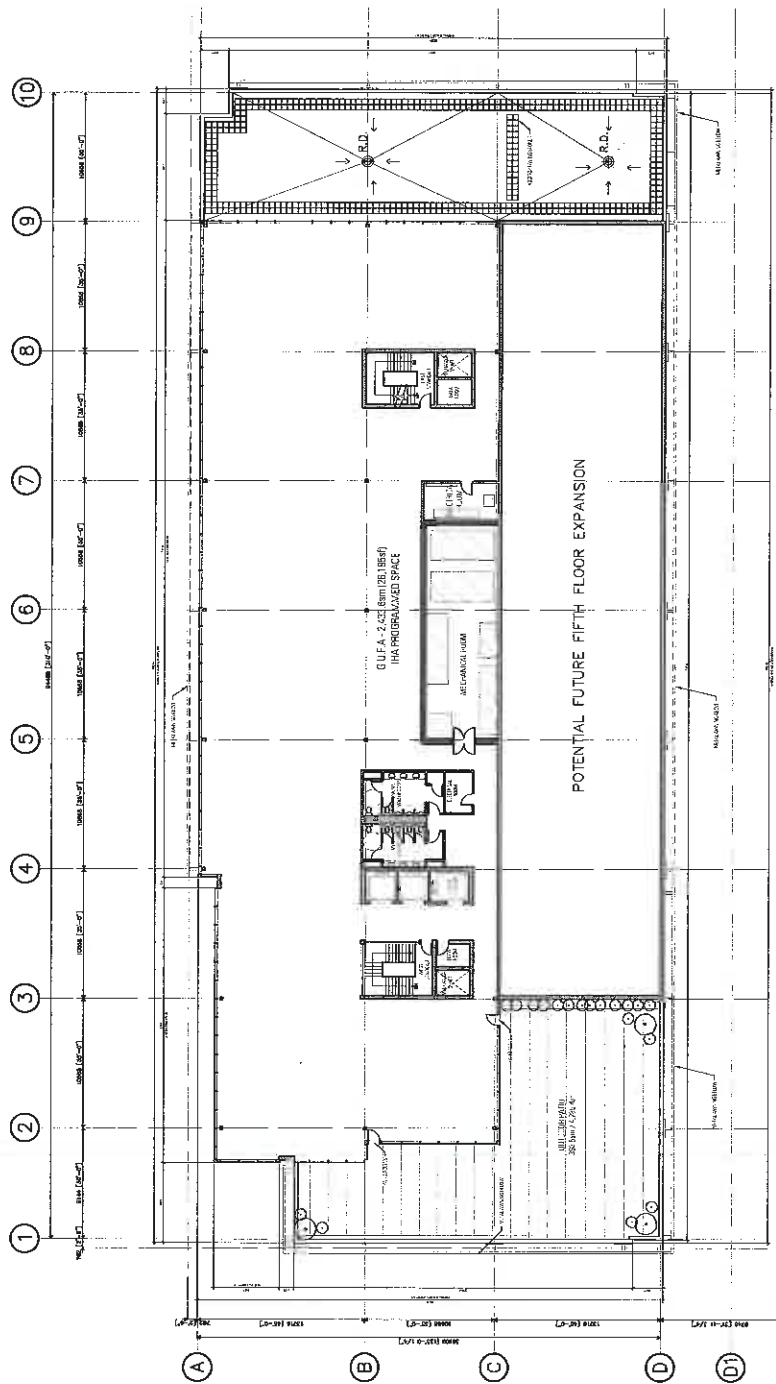
PROJECT NAME	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
CLIENT	KELOWNA
DESIGNER	KELOWNA
DATE	10/05/18
ISSUED FOR / REVISIONS	△
NO.	1
DESCRIPTION	1.000 - 1.000
DATE	10/05/18
ISSUED FOR / REVISIONS	△
NO.	1
DESCRIPTION	1.000 - 1.000
DATE	10/05/18

FIFTH FLOOR (EXPANSION) - L05

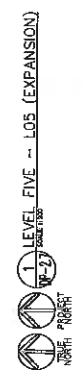
Gibbs Gage
 ARCHITECTS
 350, 14010 Avenue SE, Calgary, Alberta T2B 0P1
 PH: 403.253.0000 FAX: 403.254.0079

DP-2.6A

10/05/18



SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**

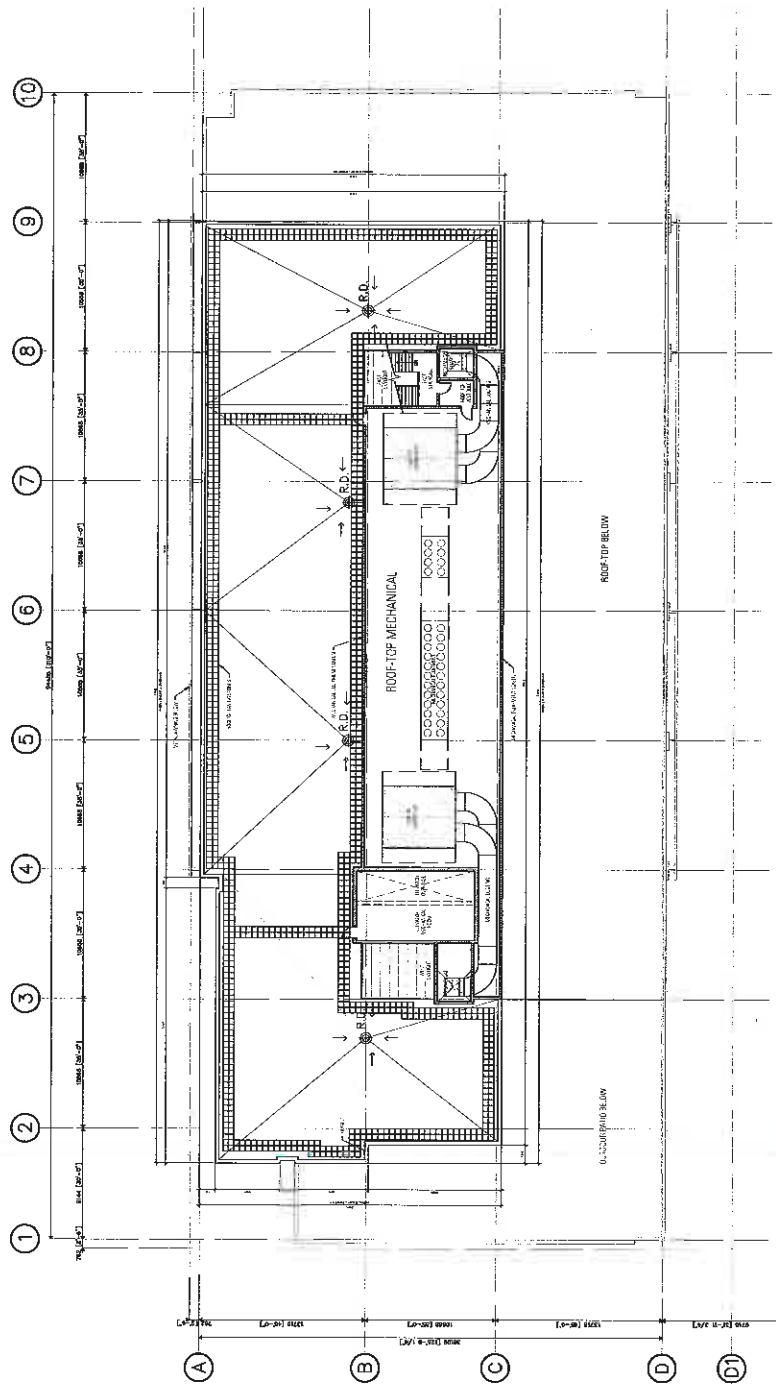


10/05/18

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC BUILDING ACT AND THE BC BUILDING REGULATIONS.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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 9. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 10. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



PRELIMINARY NOT FOR CONSTRUCTION

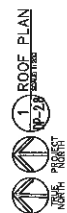


No.	Description	Date
1	Issued For / Revisions	10/10/2010
2	Issued For / Revisions	10/10/2010
3	Issued For / Revisions	10/10/2010
4	Issued For / Revisions	10/10/2010
5	Issued For / Revisions	10/10/2010
6	Issued For / Revisions	10/10/2010
7	Issued For / Revisions	10/10/2010
8	Issued For / Revisions	10/10/2010
9	Issued For / Revisions	10/10/2010
10	Issued For / Revisions	10/10/2010

ROOF PLAN

Gibbs Gage
 ARCHITECTS
 250, 14010 Avenue 58, Calgary, Alberta T2C 0B1
 Tel: 403.232.2000 Fax: 403.251.9873

DP-2.7

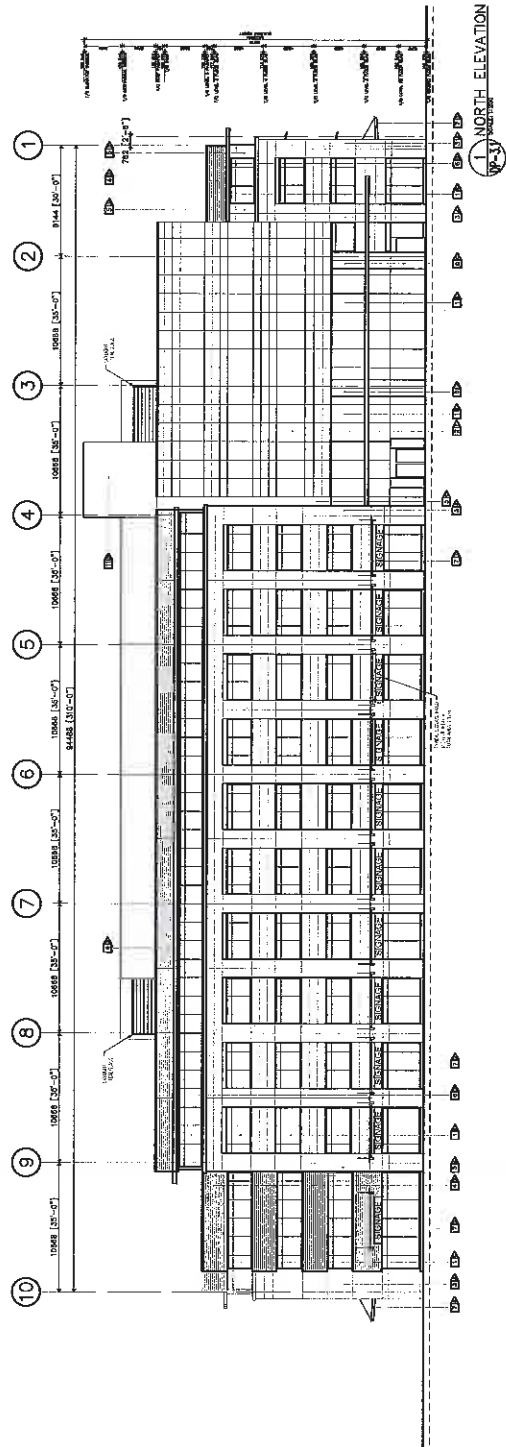


SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**

Notes:
 1. All dimensions are in millimeters unless otherwise specified.
 2. All materials and workmanship shall conform to the latest edition of the relevant standards.
 3. The design is based on the information provided and does not constitute a warranty of any kind.
 4. The design is based on the information provided and does not constitute a warranty of any kind.
 5. The design is based on the information provided and does not constitute a warranty of any kind.



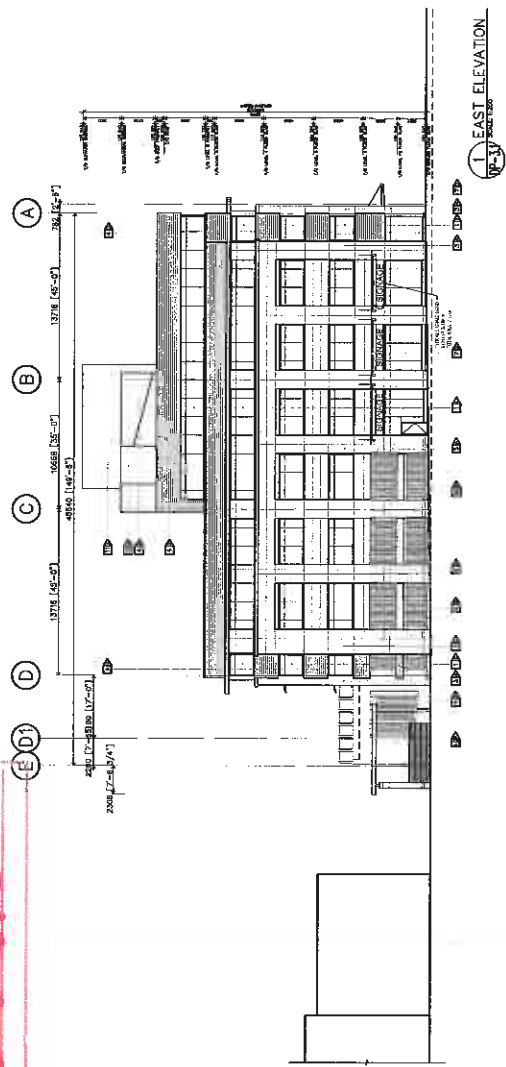
PRELIMINARY NOT FOR CONSTRUCTION



SCHEDULE A
 This forms part of development
 Permit # **DP14-0152**

- KEYNOTES**
 (SHOWN AS THUS)
- 1 DOUBLE GLAZED SEALED UNITS IN CURTAIN WALL FRAMING SYSTEM
 - 2 DOUBLE GLAZED SEALED UNITS IN CURTAIN WALL FRAMING SYSTEM - SEAMLESS
 - 3 PRE-CAST TILT-UP CONCRETE PANEL SYSTEM
 - 4 CORRUGATED METAL SING (HORIZONTAL)
 - 5 ALUMINUM PANEL
 - 6 STEEL FRAME CANOPY
 - 7 STEEL AWNING WITH GLASS COVER
 - 8 OPEN GRILLE OVERHEAD DOOR
 - 9 STEEL ARCHITECTURAL SCREEN
 - 10 CLIP CONCRETE
 - 11 NOISE CANCELING REFRIGERATOR PANEL

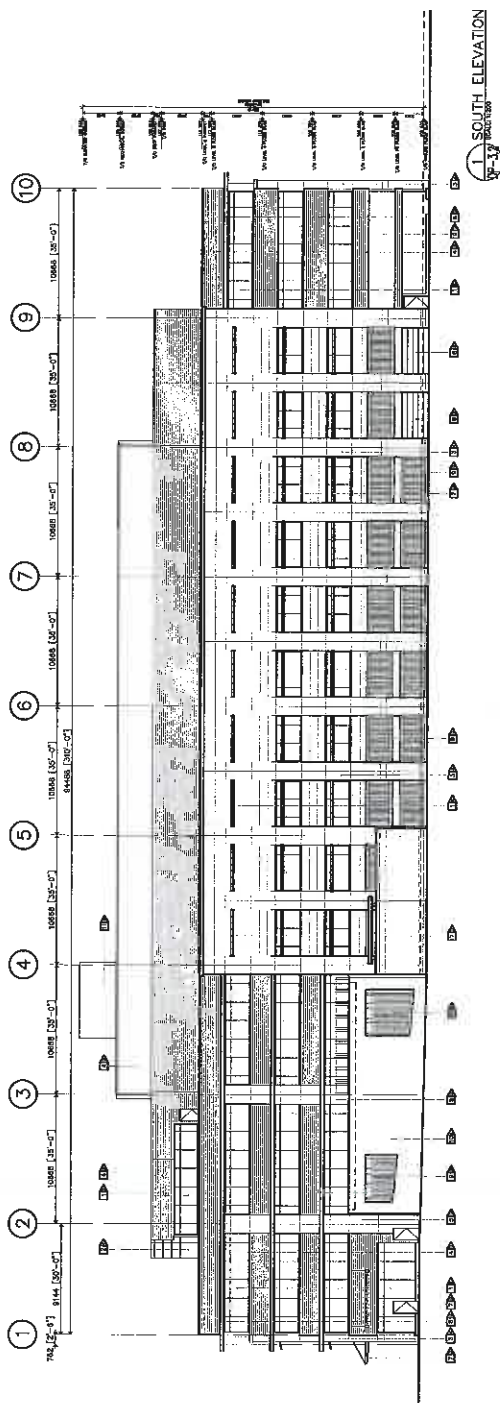
- COLOR LEGEND**
- 6802
 - LT SAND
 - WHITE
 - CHARCOAL
 - CLEAR GLASS
 - TITAN GLASS



Project Name	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
Project No.	13012
Issue No.	1408-8
Issue Date	1408-8
Issue Description	ISSUED FOR / REVISIONS
Issue By	AS SHOWN
Issue Date	1408-8
Issue Description	ISSUED FOR / REVISIONS

KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
 Kelowna
 Project No. 13012
 Issue No. 1408-8
 Issue Date 1408-8
 Issue Description ISSUED FOR / REVISIONS
 Issue By AS SHOWN
 Issue Date 1408-8
 Issue Description ISSUED FOR / REVISIONS

Gibbs Gage Architects
 ARCHITECTS
 250, 140-10 Avenue SE, Calgary, Alberta T2C 0B1
 PH: 403.293.2000 FAX: 403.264.0875
 Drawing No. 1408-8
DP-3.1
 Scale: 1/8" = 1'-0"



SCHEDULE A
This forms part of development
Permit # **DP14-0152**

KEYNOTES

1 SQUARE CLIP, SEALED UNITS IN CURTAIN WALL FRAMING SYSTEM

2 DOUBLE CLIP, SEALED UNITS IN CURTAIN WALL FRAMING SYSTEM - SEAMLESS

3 PRE-CAST TILT-UP CONCRETE PANEL SYSTEM

4 CORRUGATED METAL SIDING (HORIZONTAL)

5 ALUMINUM PANEL

6 STEEL FRAME CANOPY

7 STEEL ANCHOR WITH GLASS COVER




8 OPEN GRILLE OVERHEAD DOOR

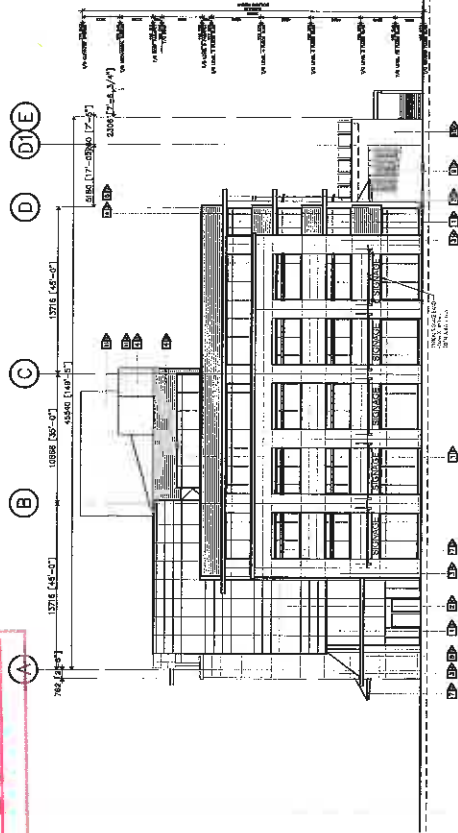
9 STEEL ARCHITECTURAL SCREEN

10 C.I.P. CONCRETE

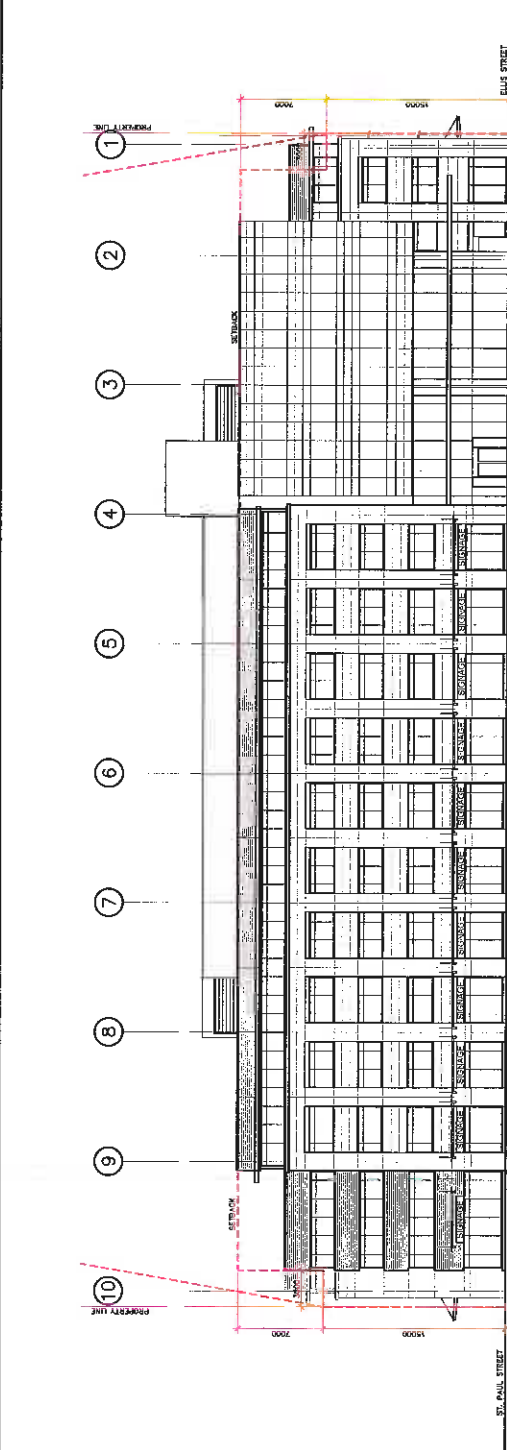
11 NOISE CANCELING REFRIGERATOR PANEL

COLOUR LEGEND

	BEIGE
	L.Y. SAND
	WHITE
	CHARCOAL
	CLEAR GLASS
	TEAL GLASS

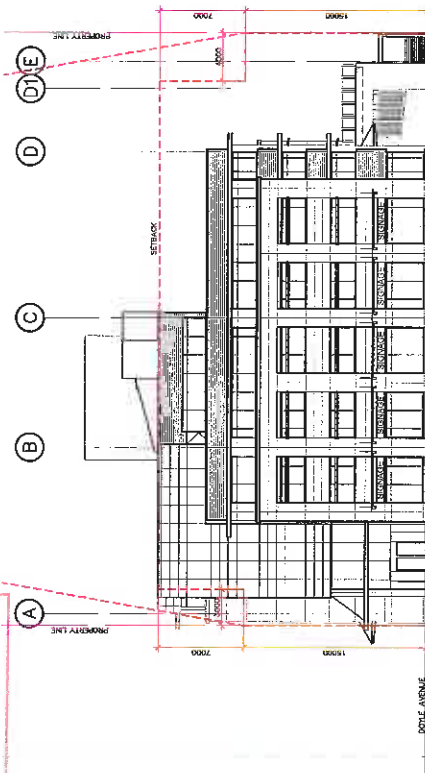


1 WEST ELEVATION
SCALE 1/8"=1'-0"



1
NORTH ELEVATION
BYLAW SETBACK DIAGRAM
SCALE 1/8" = 1'-0"

SCHEDULE A
This forms part of development
Permit # **DP14-0152**



2
WEST ELEVATION
BYLAW SETBACK DIAGRAM
SCALE 1/8" = 1'-0"

NOTES:
1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the finished grade unless otherwise noted.
4. All dimensions are to the exterior face of the wall unless otherwise noted.
5. All dimensions are to the center of the window or door unless otherwise noted.
6. All dimensions are to the center of the column unless otherwise noted.
7. All dimensions are to the center of the beam unless otherwise noted.
8. All dimensions are to the center of the slab unless otherwise noted.
9. All dimensions are to the center of the roof unless otherwise noted.
10. All dimensions are to the center of the foundation unless otherwise noted.



No.	Description	Date	By	Check
1	Issued For / Revisions			

KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
KELOWNA
 Project No. 1001
 Date: 10/10/13
 Drawn by: J. Smith
 Checked by: J. Smith
 Scale: 1/8" = 1'-0"

**DAYLIGHT STANDARDS
BY-LAW ADHERENCE**

Gibbs Gage Architects
 350, 14010 Avenue St. Calgary, Alberta T2S 0P1
 Tel: 403.251.0000 Fax: 403.251.0093
DP-3.3
 Drawing Number: DP-3.3
 Revision Number: 1.0
 Project Name: Kelowna Community Health and Services Centre
 Project Location: Kelowna, BC
 Project Status: Approved
 Project Date: 10/10/13



1 NORTH ELEVATION



2 EAST ELEVATION

Notes:

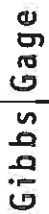
- 1. All elevations are shown in perspective view.
- 2. All elevations are shown in perspective view.
- 3. All elevations are shown in perspective view.
- 4. All elevations are shown in perspective view.
- 5. All elevations are shown in perspective view.
- 6. All elevations are shown in perspective view.
- 7. All elevations are shown in perspective view.
- 8. All elevations are shown in perspective view.
- 9. All elevations are shown in perspective view.
- 10. All elevations are shown in perspective view.



No.	Description	By	Date
1	Issued For / Revisions	BC	1/1/2014

Project Name	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
Project Address	KELOWNA
Project Phone	250.860.1234
Project Email	info@kelownahealth.ca
Project Website	www.kelownahealth.ca
Project Manager	BC
Project Designer	BC
Project Engineer	BC
Project Architect	BC
Project Planner	BC
Project Consultant	BC
Project Contractor	BC
Project Operator	BC
Project Owner	BC

NORTH + EAST ELEVATIONS - COLOR



ARCHITECTS

350, 14010 Avenue SE, Calgary, Alberta T2B 0P1
Ph: 403.262.0000 Fax: 403.264.0078

DP-3.1A

1/1/2014 11:00 AM

1/1/2014 11:00 AM

1/1/2014 11:00 AM

1/1/2014 11:00 AM

1/1/2014 11:00 AM

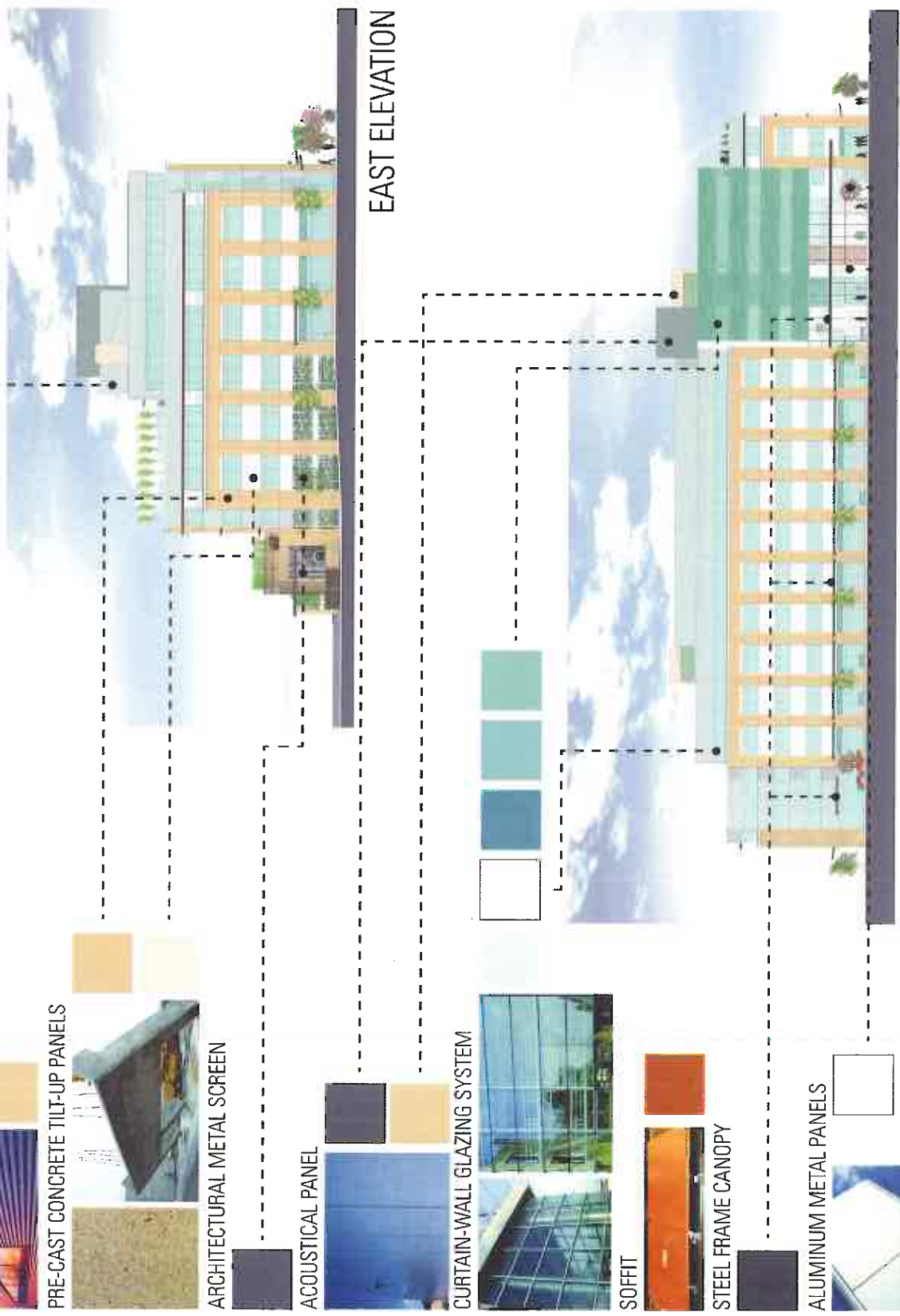
1/1/2014 11:00 AM

1/1/2014 11:00 AM

1/1/2014 11:00 AM

SCHEDULE B
 This forms part of development
 Permit # **DP14-0152**

Notwithstanding to what may appear on this drawing, the Applicant shall be responsible for obtaining all necessary permits and approvals from the relevant authorities. The Applicant shall also be responsible for ensuring that the proposed development complies with all applicable laws, regulations, and standards. The Applicant shall also be responsible for ensuring that the proposed development is constructed in accordance with the approved plans and specifications. The Applicant shall also be responsible for ensuring that the proposed development is maintained in accordance with the approved plans and specifications. The Applicant shall also be responsible for ensuring that the proposed development is demolished in accordance with the approved plans and specifications.



EAST ELEVATION

NORTH ELEVATION

CORRUGATED METAL

PRE-CAST CONCRETE TILT-UP PANELS

ARCHITECTURAL METAL SCREEN

ACOUSTICAL PANEL

CURTAIN-WALL GLAZING SYSTEM

SOFFIT

STEEL FRAME CANOPY

ALUMINUM METAL PANELS



PROJECT NAME	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
NO. DESCRIPTION	ISSUED FOR REVISIONS
DATE	2014-01-15
BY	AS SHOWN
FOR	CONSTRUCTION
DATE	2014-01-15
BY	AS SHOWN

PROJECT NAME	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
NO. DESCRIPTION	ISSUED FOR REVISIONS
DATE	2014-01-15
BY	AS SHOWN
FOR	CONSTRUCTION
DATE	2014-01-15
BY	AS SHOWN

MATERIAL PALETTE

Gibbs Gage
 ARCHITECTS
 250, 14010 Avenue SE, Calgary, Alberta T2B 2N1
 Tel: 403.253.2200 Fax: 403.254.0279

DP-4.0

Notes: All dimensions, elevations, and details are shown as they appear on the drawings. All drawings remain the property of the architect. The design and drawing may not be reproduced without the permission of the architect.



Revisions	Date
1. ADD REMOVABLE SCREEN AND ACCESS DOOR-20	1-27-20
2. ADD CONCRETE WALL SCREEN	1-27-20
3. ADD CONCRETE WALL SCREEN	1-27-20
4. ADD CONCRETE WALL SCREEN	1-27-20
5. ADD CONCRETE WALL SCREEN	1-27-20
6. ADD CONCRETE WALL SCREEN	1-27-20
7. ADD CONCRETE WALL SCREEN	1-27-20
8. ADD CONCRETE WALL SCREEN	1-27-20
9. ADD CONCRETE WALL SCREEN	1-27-20
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18. ADD CONCRETE WALL SCREEN	1-27-20
19. ADD CONCRETE WALL SCREEN	1-27-20
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Issued For	Date
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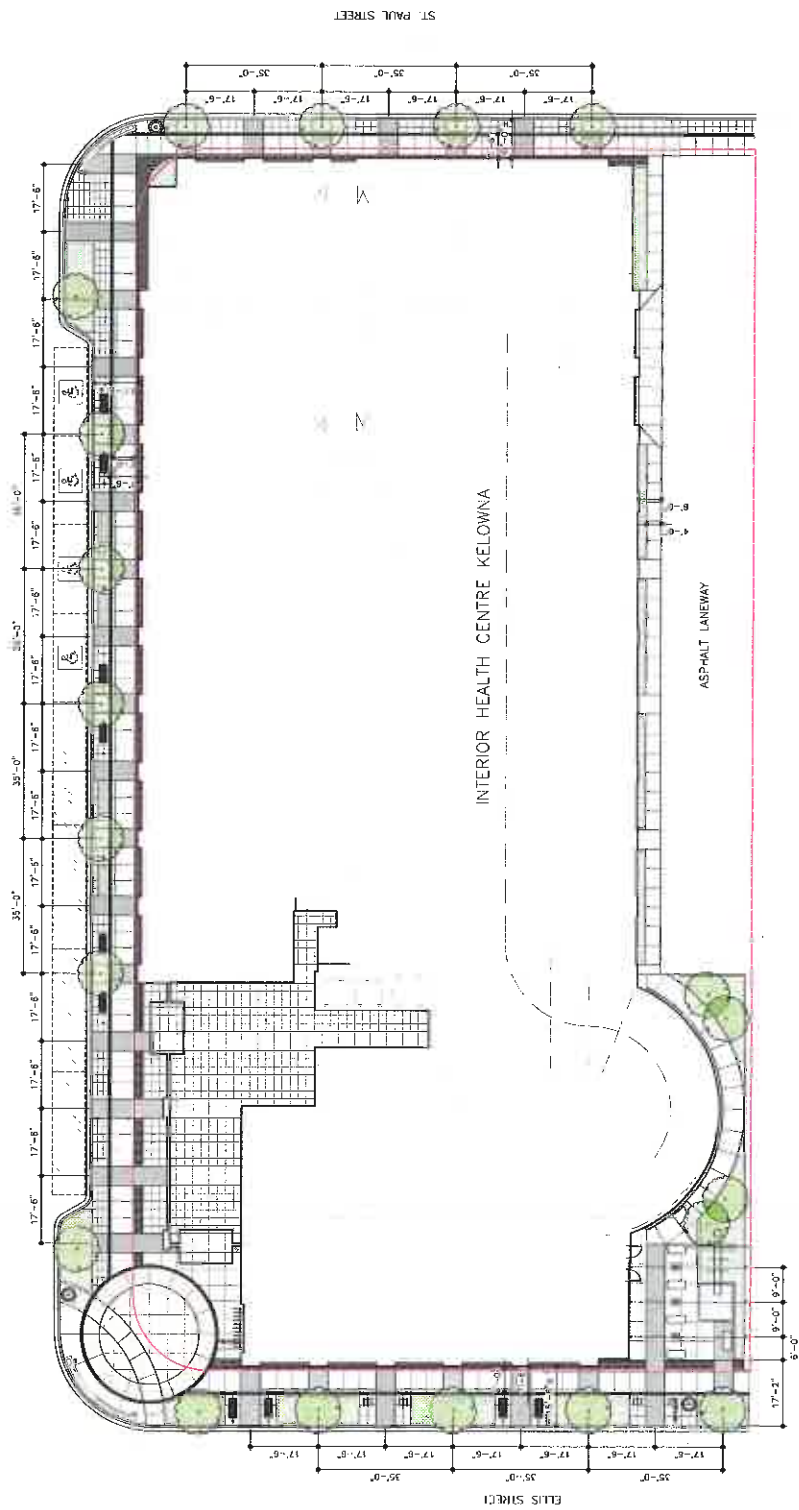
Drawn By	Scale
Project Manager	(1/16"=1'-0")
Project Manager	(1/16"=1'-0")

Project	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
Location	KELOWNA BC
Key Plan	KEY PLAN

Gibbs Gage ARCHITECTS
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 Kelowna, BC V1Y 1C1
 Tel: 403.333.2000 Fax: 403.333.2001
 Email: info@gibbsgage.com
L.00
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PRELIMINARY NOT FOR CONSTRUCTION

DOYLE AVENUE



SCHEDULE C
 This forms part of development
 Permit # **DPI4-0152**



- 1 CONCRETE SUB SWAGT JOINTS, BROOK FINISH (TYP.)
- 2 HOLLAND CHARCOAL PAVERS (4"x18")
- 3 CHARCOAL CONCRETE PAVERS - NAVIGATION BAND (4"x4"x4")
- 4 CONCRETE PAVERS (5'x 10'x12)
- 5 BOLLARD - BLACK (NO BACK FRANCES ANDREW BLACK)
- 6 STEEL BENCH - BLACK (NO BACK FRANCES ANDREW BLACK)
- 7 MOLDDED SURFACE AND PLANTING (5'x 6'x 10'x12)
IN 8' CUBIC TREE WALL (IMPACTED)
- 8 MUSICAL BENCH
- 9 PLANTER BED W/ IRRIGATION IN 8' CUBIC
- 10 OVERHEAD LIGHTS
- 11 POOL W/ SOURCE "NAVIGATION FLUME"
- 12 SCULPTED GARDEN (GERANIUMS, LAVENDER, TACTILE PLANTS)
- 13 COLUMBAR WALKER
- 14 AMSTRONGS RED MAPLE
- 15 EXTERNAL QUEEN MAPLE
- 16 SYLVIA DEDICIA
- 17 COLUMBAR CHIMICO
- 18 FENCE
- 19 CARRY DESIGN INSIDE LOBBY USING SCHLUTER TRM
(STU/ALUM) W/ EITHER TILE OF STONE
- 20 COPR BINE RACKS (PER RPT)
- 21 DRABAGE BIN - BLACK
- 22 YELLOW TRAFFIC TILE (VIS. IMPAIRED)
- 23 GRAVEL EDGE
- 24 BUSHY TABLE
- 25 LOW BOARD FORM WALL
- 26 RECTANGULAR BOLLARD
- 27 C.I.P. STREET NAME
- 28 WALL MOUNTED INSTALLATION
- 29 COLOURED CONCRETE

SCHEDULE C
This forms part of development
Permit # **DP14-0152**

ASPHALT LANEWAY

Gibbs Gage
ARCHITECTS

50, 140 10 Avenue SE,
Edgely, Alberta T2G 0R1
Tel: 403.233.2000 Fax:

L.01

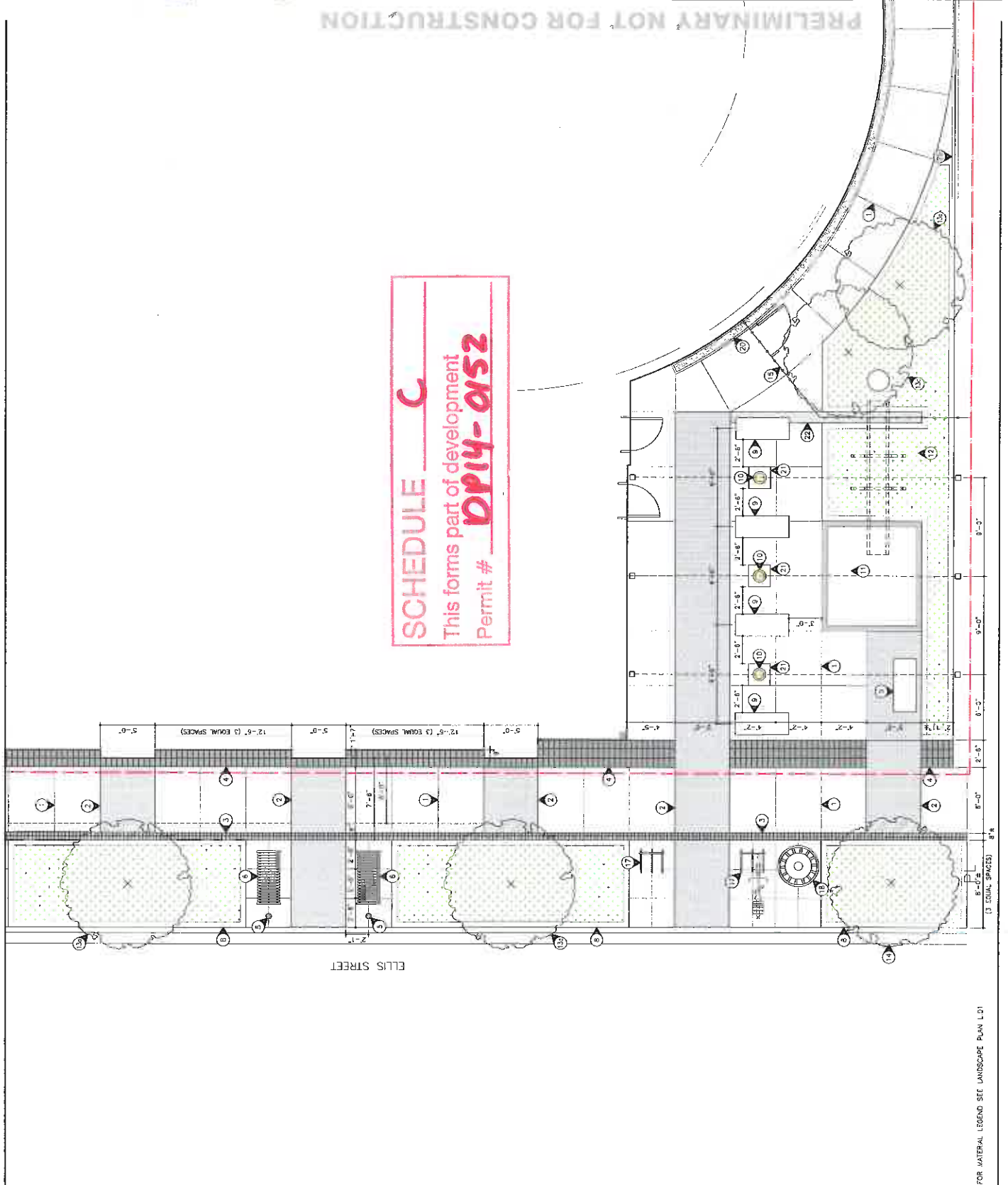
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Notes:
 Verify all dimensions, elevations, and
 details before construction and
 construction to the standard prior to
 construction.
 All drawings remain the property of the
 architect.
 The design and drawing may not be
 reproduced without the permission of the
 architect.
 Do not make drawings
 for construction without written permission.



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SCHEDULE C
 This forms part of development
 Permit # **DP14-0152**



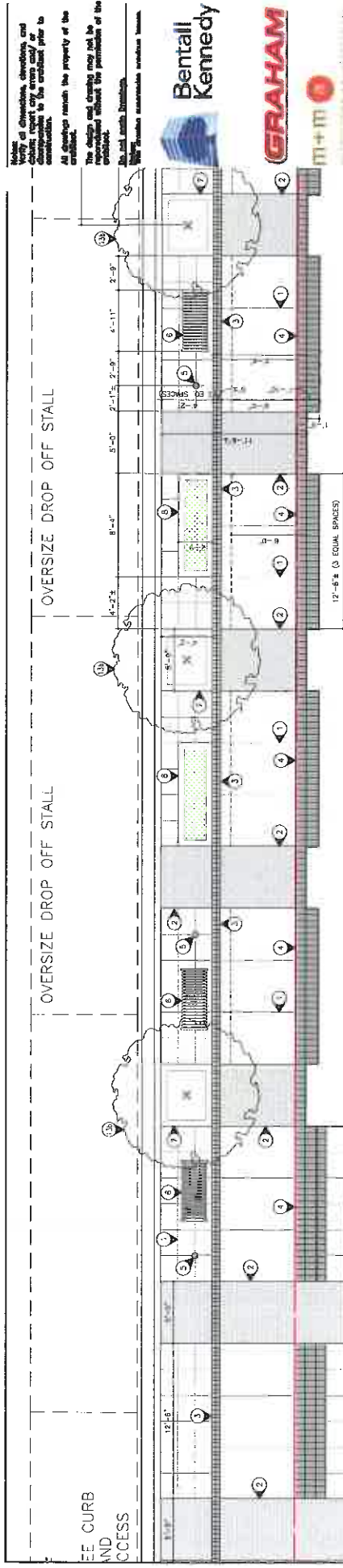
Drawn By	Date
Project Manager	Date (YY-MM-DD)
Project	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
Location	KELOWNA BC
Drawing Title	LANDSCAPE PLAN

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 Tel: 403.233.2000 Fax:
 403.233.2001
L-02
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FOR MATERIAL LEGEND SEE LANDSCAPE PLAN L-01



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FOR MATERIAL LEGEND SEE LANDSCAPE PLAN L01

PRELIMINARY NOT FOR CONSTRUCTION



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Revisions	Revised For	Date
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Revisions	Revised For	Date
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Drawn By	Scale
Project	Date
Number	(YY-MM-DD)

Project	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE
Location	KELOWNA BC
Drawing Title	LANDSCAPE PLAN

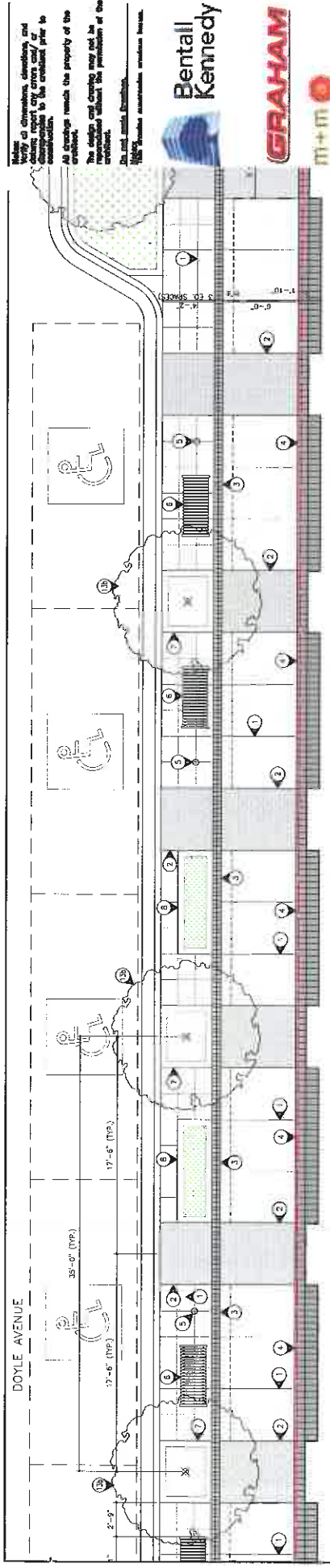
Gibbs Gage ARCHITECTS

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403.253.2072
www.gibbsgage.com

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SCHEDULE C
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Permit # **DPI4-0152**



FOR MATERIAL LEGEND SEE LANDSCAPE PLAN LOT

PRELIMINARY NOT FOR CONSTRUCTION

Notes:
Verify all dimensions, elevations, and quantities before any construction or construction begins to the satisfaction of the architect.
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Bentall Kennedy

GRAHAM

m+m



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Revisions	Issue	Date
Issued For	Issue	Date
ISSUED FOR PRELIM	ISSUED FOR PRELIM	11-01-12
ISSUED FOR PRELIM	ISSUED FOR PRELIM	11-01-12
ISSUED FOR PRELIM	ISSUED FOR PRELIM	11-01-12
ISSUED FOR PRELIM	ISSUED FOR PRELIM	11-01-12
ISSUED FOR PRELIM	ISSUED FOR PRELIM	11-01-12

Drawn By: [Blank]
Project Number: (YY-MM-00)

Project	KELOWNA COMMUNITY HEALTH AND SERVICES CENTRE	BC
Location	KELOWNA	
Project Name	LANDSCAPE PLAN	

Gibbs Gage
ARCHITECTS

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Calgary, Alberta T2G 0R1
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CITY OF KELOWNA

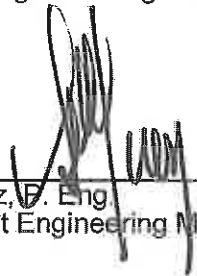
MEMORANDUM

Date: September 4, 2014
File No.: DP14-0152,
To: Urban Planning (LG)
From: Development Engineer Manager (SM)
Subject: 505 Doyle Ave

The Development Engineering comments and requirements regarding this Development Permit application are as follows:

1. **General.**

- a) All the offsite infrastructure and services upgrades are addressed in the Development Engineering Rezoning Report under file Z14-0024.



Steve Muenz, P. Eng
Development Engineering Manager

SS

Cc; Z14-0024

CITY OF KELOWNA

APPROVED ISSUANCE OF A:

☐ Development Variance Permit No.: DP14-0152

EXISTING ZONING DESIGNATION: C7 - Central Business Commercial
WITHIN DEVELOPMENT PERMIT AREA: Urban Centre Revitalization

ISSUED TO: David Roche
LOCATION OF SUBJECT SITE: 505 Doyle Avenue

	LOT	D.L.	PLAN	SECTION	TOWNSHIP	DISTRICT
LEGAL DESCRIPTION:	A	139	EPP25652			ODYD

SCOPE OF APPROVAL

- ☐ This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.
- ☐ This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.
- ☐ Applicants for Development and Development Variance Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which may not have been identified as required Variances by the applicant or City staff.

1. TERMS AND CONDITIONS:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. The applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper; and
5. Any requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction.

2. PERFORMANCE SECURITY:

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is

returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development Permitted by this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:

- (a) Cash in the amount of \$ N/A.
- (b) A Certified Cheque in the amount of \$ N/A.
- (c) An Irrevocable Letter of Credit in the amount of \$ TBD.

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

3. DEVELOPMENT:

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

If the Permittee does not commence the development Permitted by this Permit within one year of the date of this Permit, this Permit shall lapse.

This Permit is not transferable unless specifically permitted by the Municipality. The authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

THIS Permit IS NOT A BUILDING Permit.

4. APPLICANT'S AGREEMENT:

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

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

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Urban Planning Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

Signature of Owner/Authorized Agent

Date

Print Name in Bold Letters

Telephone No.

5. APPROVALS:

DEVELOPMENT PERMIT AUTHORIZED BY THE COUNCIL ON THE ____ DAY OF _____, 2014.

ISSUED BY THE URBAN PLANNING DEPARTMENT OF THE CITY OF KELOWNA THE ____ DAY OF _____, 2014 BY THE
DIVISIONAL DIRECTOR OF COMMUNITY PLANNING & REAL ESTATE.

Doug Gilchrist, Divisional Director - Community Planning & Real Estate

CITY OF KELOWNA

APPROVED ISSUANCE OF A:

☐ Development Variance Permit No.: DP14-0152

EXISTING ZONING DESIGNATION: C7 - Central Business Commercial
WITHIN DEVELOPMENT PERMIT AREA: Urban Centre Revitalization

ISSUED TO: David Roche
LOCATION OF SUBJECT SITE: 505 Doyle Avenue

	LOT	D.L.	PLAN	SECTION	TOWNSHIP	DISTRICT
LEGAL DESCRIPTION:	A	139	EPP25652			ODYD

SCOPE OF APPROVAL

- ☐ This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.
- ☐ This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.
- ☐ Applicants for Development and Development Variance Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which may not have been identified as required Variances by the applicant or City staff.

1. TERMS AND CONDITIONS:

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2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. The applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper; and
5. Any requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction.

2. PERFORMANCE SECURITY:

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returned. The condition of the posting of the security is that should the Permittee fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the development Permitted by this Permit within the time set out above, the security shall be returned to the Permittee. There is filed accordingly:

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- (b) A Certified Cheque in the amount of \$ N/A.
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3. DEVELOPMENT:

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

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THIS Permit IS NOT A BUILDING Permit.

4. APPLICANT'S AGREEMENT:

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

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

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Urban Planning Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

Signature of Owner/Authorized Agent

Date

Print Name in Bold Letters

Telephone No.

5. APPROVALS:

DEVELOPMENT PERMIT AUTHORIZED BY THE COUNCIL ON THE ____ DAY OF _____, 2014.

ISSUED BY THE URBAN PLANNING DEPARTMENT OF THE CITY OF KELOWNA THE ____ DAY OF _____, 2014 BY THE
DIVISIONAL DIRECTOR OF COMMUNITY PLANNING & REAL ESTATE.

Doug Gilchrist, Divisional Director - Community Planning & Real Estate

Report to Council



Date: September 24, 2014
File: 0060-10-11008
To: City Manager
From: City Clerk
Subject: Report to Council - OCP14-0012_Z14-0025

Report Prepared by: Sandi Horning, Council Services Coordinator

Recommendation:

THAT Bylaw No. 11007 (OCP14-0012) and Bylaw No. 11008 (Z14-0025) be forwarded for reading consideration.

Purpose:

To give initial consideration to the Official Community Plan and Zoning Amending Bylaws in order to forward the application to a Public Hearing.

Background:

During the September 15, 2014 PM Council Meeting, Council passed the Alternate Recommendation contained in the Report to Council dated August 25, 2014 from the Subdivision, Agriculture & Environment Services Department and directed staff to forward the Official Community Plan Bylaw Amendment and Zone Amending Bylaw to the October 7, 2014 Public Hearing for further consideration. In order to forward the application to the Public Hearing, the necessary Bylaws require reading consideration.

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:

S. Fleming, City Clerk

CITY OF KELOWNA

BYLAW NO. 11007

Official Community Plan Amendment No. OCP14-0012 - Danco Developments Ltd. 1650 KLO Road

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

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of a portion of Lot 3, District Lot 131, ODYD, Plan KAP77109, located on KLO Road, Kelowna, B.C., from the REP - Resource Protection Area designation to the S2RES - Single/Two Unit Residential designation as per Map "A" 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

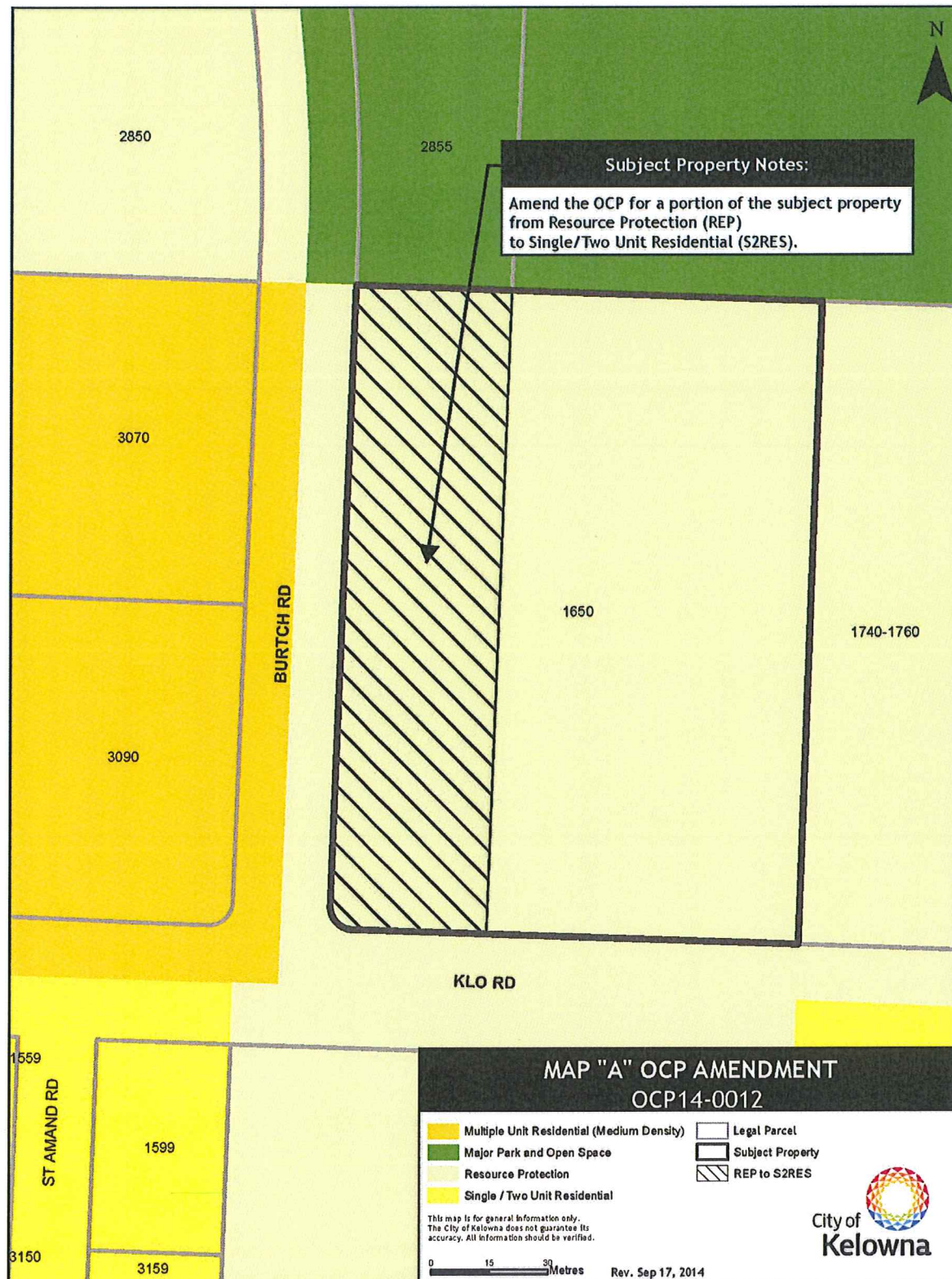
Considered at a Public Hearing on the

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



CITY OF KELOWNA
BYLAW NO. 11008
Z14-0025 - Danco Developments Ltd.
1650 KLO 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 3, District Lot 131, ODYD, Plan KAP77109 located on KLO Road, Kelowna, B.C., from the RR3 - Rural Residential 3 zone to the RU3 - Small Lot Housing zone as per Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA

BYLAW NO. 10833

Text Amendment No. TA13-0004 -Amendment to the City of Kelowna Zoning Bylaw No. 8000 - CD15Airport Business Park

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

1. THAT Schedule 'B' - Comprehensive Development Zones, CD15 - Airport Business Park, 1.2 Principal Uses be amended by adding in its appropriate locations, and renumbering subsequent sub-paragraphs the following:
 - “(d) breweries and distilleries, major
 - (u) utility services, minor impact
 - (v) vehicle and equipment services, industrial
 - (w) warehouse sales”
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 8th day of April, 2013.

Considered at a Public Hearing on the 23rd day of April, 2013.

Re-Considered at a Public Hearing on 29th day of April, 2014.

Read a second and third time by the Municipal Council this 29th day of April, 2014.

Approved under the Transportation Act this 14th day of September, 2014.

Lynda Lochhead
(Approving Officer-Ministry of Transportation and Infrastructure)

Adopted by the Municipal Council of City of Kelowna on the

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 10989
Z14-0017 - Comfortcrafted Homes Inc., Inc. No. BC0723458
815 Juniper 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 a portion of Lot 7, Section 23, Township 26, ODYD, Plan 16489 located on 815 Juniper Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone as per Map "A" 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 28th day of July, 2014

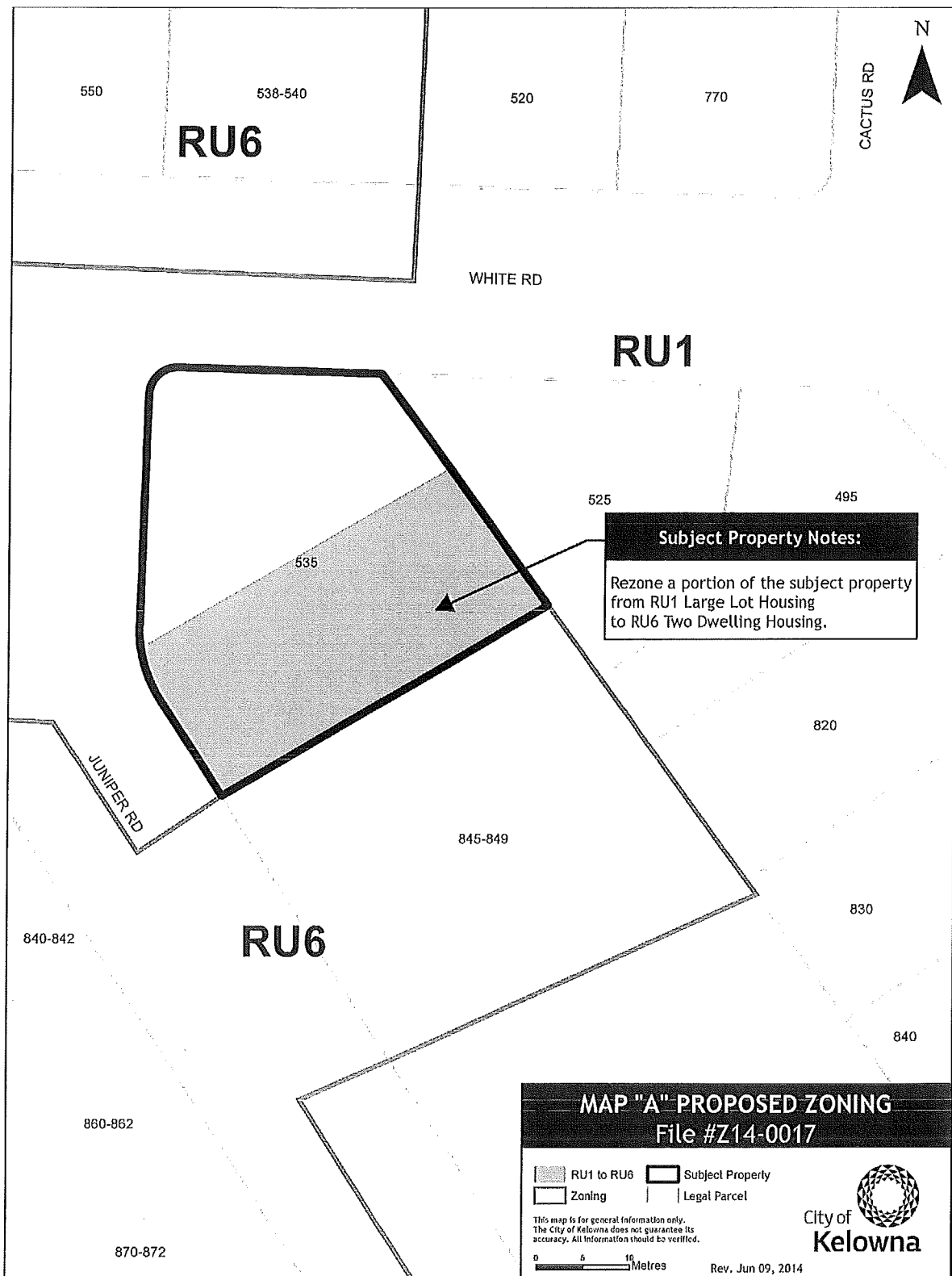
Considered at a Public Hearing on the 12th day of August, 2014.

Read a second and third time by the Municipal Council this 12th day of August, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA
BYLAW NO. 10995
TA14-0009 - Amendment to Zoning Bylaw No. 8000 -
Boat Storage Definition

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 **Section 2 - Interpretation** be amended by deleting the definition for **BOAT STORAGE** that reads:

"BOAT STORAGE means the storage of boats and other marine equipment, which are in working order, for the purpose of dry land moorage where the boats and marine equipment are intended to be launched by the operator of the boat storage facility for short term use by the boat and marine equipment owner. **Boat Storage** does not include major servicing, sales, or major repair of boats or marine equipment and does not include on-site fuel dispensing."

And replace it with:

"BOAT STORAGE means the storage of boats and other marine equipment, which are in working order, for the purpose of dry land moorage where the boats and marine equipment are intended to be launched by the operator of the boat storage facility for short term use by the boat and marine equipment owner. Where the **Boat Storage** facility is actively storing 100 or more boats, **Boat Storage** includes on-site fuel dispensing for the sole purpose of fuelling the boats and marine equipment stored at the facility. The fuel storage tanks must adhere to the Petroleum Products Storage Tank Bylaw and Best Management Practices outlined in the CCME - Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products. **Boat Storage** does not include major servicing, sales, or major repair of boats or marine equipment."

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 11th day of August, 2014.

Considered at a Public Hearing on the 26th day of August, 2014.

Read a second and third time by the Municipal Council this 26th day of August, 2014.

Approved under the Transportation Act this 22nd day of September, 2014.

Lynda Lochhead

(Approving Officer-Ministry of Transportation)

Bylaw No. 10995 – Page 2

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10856

Official Community Plan Amendment No. OCP13-0005 - Raisanen Construction Ltd., (Inc. No. 135257) 1982 Kane Road

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

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of portions of Lot 1, Section 33, Township 26, ODYD, Plan 4043, located on Kane Road, Kelowna, B.C., from the MRL - Multiple Unit Residential (Low Density) and MRM - Multiple Unit Residential (Medium Density) designations to the COMM - Commerical, MRL - Multiple Unit Residential (Low Density), and MRM - Multiple Unit Residential (Medium Density) designations as per Map A1 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 17th day of June, 2013.

Considered at a Public Hearing on the 2nd day of July, 2013.

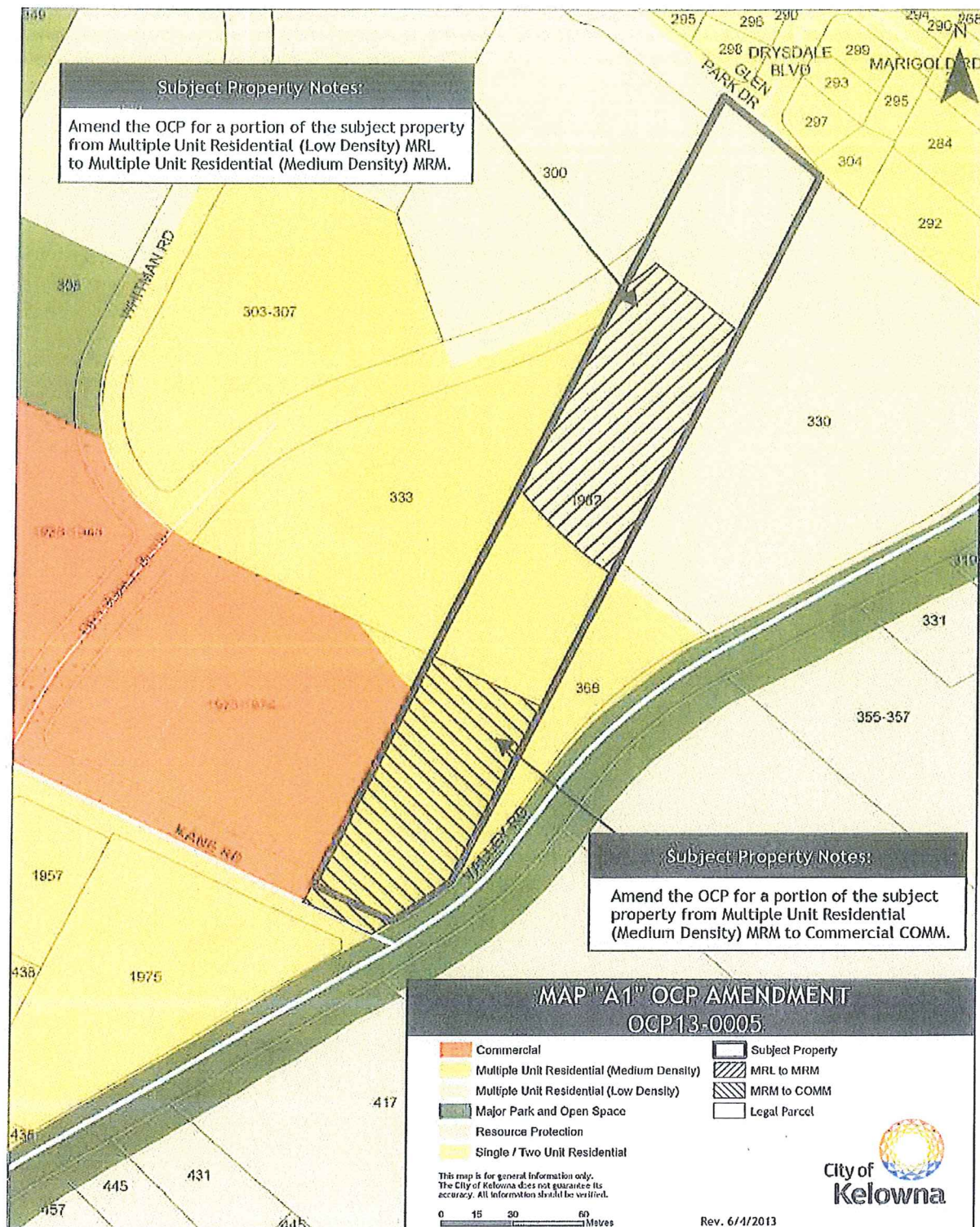
Read a second and third time by the Municipal Council this 2nd day of July, 2013.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Bylaw No. 10856



CITY OF KELOWNA
BYLAW NO. 10857
Z13-0006 - Raisanen Construction Ltd., (Inc.No. 135257)
1982 Kane 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 portions of Lot 1, Section 33, Township 26, ODYD, Plan 4043, located on Kane Road, Kelowna, B.C., from the A1 - Agricultural 1 Zone to the C3 - Community Commercial, RM1 - Four Dwelling Housing, RM3 - Low Density Multiple Housing and RM5 - Medium Density Multiple Housing Zones as per Map B1 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 17th day of June, 2013.

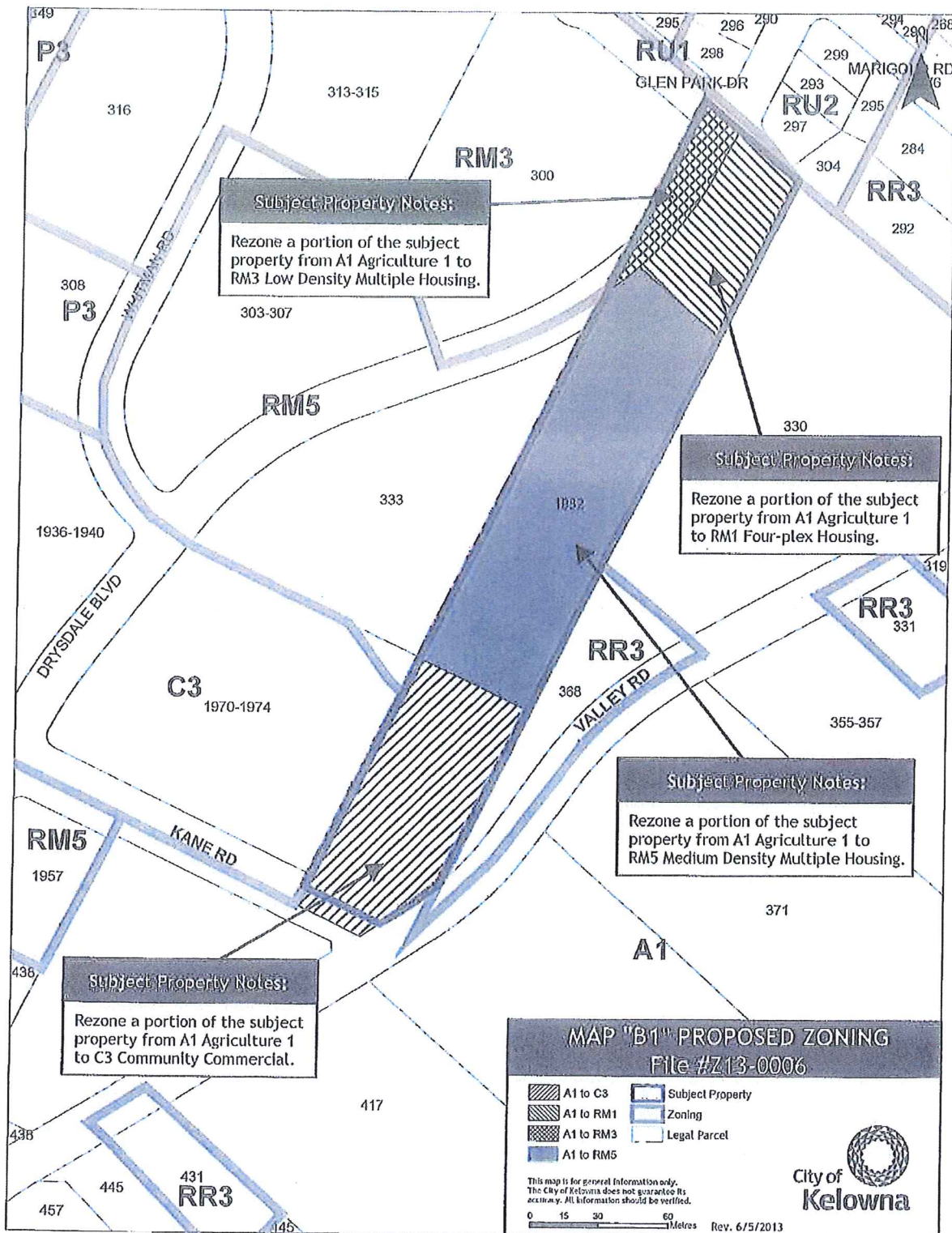
Considered at a Public Hearing on the 2nd day of July, 2013.

Read a second and third time by the Municipal Council this 2nd day of July, 2013.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



Report to Council



Date: 9/15/2014
File: RIM Classification Number
To: City Manager
From: Garry Filafilo, Financial Projects Manager
Subject: Okanagan Regional Library - Provincial Grant for French Library Material

Recommendation:

THAT Council Approve the City entering into the Memorandum of Understanding with the Province of British Columbia, Intergovernmental Relations Secretariat, Francophone Affairs Program (FAP) on behalf of the Okanagan Regional Library in the form attached to this Report dated September 15, 2014

AND THAT Council authorizes the Financial Services Director to execute the Memorandum

Purpose:

The Memorandum of Understanding provides that the City agrees to forward funds received from the Province of British Columbia, Intergovernmental Relations Secretariat Francophone Affairs Program (FAP) to the Okanagan Regional Library (ORL) to purchase French Language materials and to forward to FAP by March 2015 evidence of project deliverables as provided to the City of Kelowna by ORL.

Background:

The Francophone Affairs Program (FAP) requires that program funding be paid to an ORL municipal partner who will then forward to the ORL. The ORL will match the \$9,000 to be received for the purchase of French language materials. Under the terms of the attached Letter of Understanding from the ORL to the City of Kelowna, the FAP Project Deliverables will be provided by ORL on or before March 2015. Project deliverables include: a detailed list of all French material purchased with the FAP and matching funds; evidence of input from the French local community identifying the material to be purchased; and copies of public notices announcing the increase in French material available at the ORL.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

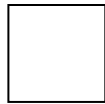
External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by: G. Filafilo, Financial Projects Manager

Approved for inclusion:



Genelle Davidson, Financial Services Director

Attachments:

Memorandum of Understanding

Letter of Understanding

cc: Rob Mayne, Director, Protective and Corporate Services

September 15, 2014

Garry Filafilo, CPA-CA

Financial Projects Manager

City of Kelowna


gfilafilo@kelowna.ca

Dear Garry;

Attached is a letter of understanding between the ORL and the City of Kelowna related to the Provincial French collection grant that is available to the Library which the city will be assisting us in getting. I trust that this will cover off any concerns which need to be addressed with your council as to their responsibility and the ORL responsibility under this arrangement.

We greatly appreciate the City working with the Library on this for the benefit of everybody. Please let me know if there is anything else that you require.

Yours truly



Don Nettleton CPA-CA

Financial Manager

Letter of Understanding

This letter of understanding lays out the agreement between the Okanagan Regional Library District (ORL) and the City of Kelowna with regards to the grant from the Provincial Francophone Affairs Program (FAP). This grant will assist the Library District in purchasing additional French materials for the Library system than are being currently purchased. The ORL confirms that the intent of the ORL under this agreement is that the City simply act as a conduit for the funding and that all other requirements related to this grant imposed by the FAP will be completed by the ORL for the City as required.

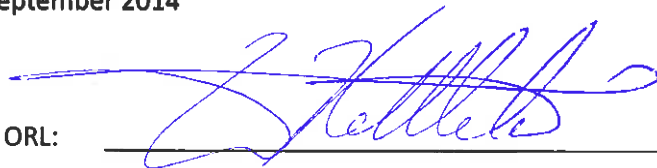
Summary Details:

The FAP is making available a funding grant (of \$9,000 in 2014/15) to match funding which the Library District will make available from its current collection budget to purchase additional French materials for its collections. In order for the FAP to flow this funding, it is required under the terms of the FAP operating mandate that the funding go through a municipal partner of the ORL rather than directly to the ORL. In exchange for this grant, the FAP requires that by the end of the provincial funding year (2014/15 in this instance) they receive from the City several Project Deliverables as laid out in item 3 of the agreement the FAP is requesting of the City.

The ORL confirms that, in exchange for the City of Kelowna acting as a partner for this funding, that it will ensure that prior to the end of March 2015 it will provide to the City of Kelowna for forwarding on to FAP the project deliverables as outlined in point 3 of the City agreement with FAP.

Dated this 15th day of September 2014

Signed on behalf of the ORL:



Don Nettleton CPA- CA

Financial Manager

MEMORANDUM OF UNDERSTANDING

For “Purchase of French Library Material” **MOU – 2014/15 – AC – 5**

THIS AGREEMENT dated for reference the 15 day of September, 2014.

BETWEEN:

**Province of British Columbia,
Intergovernmental Relations Secretariat**
Francophone Affairs Program
(hereinafter referred to as FAP)

AND:

City of Kelowna
(hereinafter referred to as “Kelowna”)

WHEREAS:

- A.** Kelowna has agreed to provide financial assistance, subject to said assistance being made available to Kelowna by FAP, for the purchase of French library material (the “Project”);
- B.** Kelowna and FAP have a vested and continuing interest in the Project;
- C.** Kelowna has agreed that they will provide specified monetary contributions to aid the planning and implementation of the Project, as hereinafter set out.

Accordingly, the parties agree as follows:

THE FRANCOPHONE AFFAIRS PROGRAM AGREES:

- 1) Upon signing of this Agreement between Kelowna and FAP, FAP will issue a cheque to Kelowna for the lump sum amount of \$9000.
- 2) The name and contact information of the FAP's representative is:
Anne-Marie Sutherland
Coordonnatrice de projets / Project Coordinator
Programme des affaires francophones / Francophone Affairs Program
Secrétariat des Affaires intergouvernementales / Intergovernmental Relations
Secretariat
548 Michigan Street, Victoria, B.C. V8V 1S2
Tel: (250) 387 – 0879
Anne-Marie.Sutherland@gov.bc.ca

CITY OF KELOWNA AGREES:

- 1) To forward the provided funds of \$9000 to the Okanagan Regional Library (ORL) for the "Project", funds matching the \$9,000 provided by the Thompson-Okanagan Region to the ORL for the purchase of French language materials.
- 2) To receive confirmation and reporting of completion of the "Project" deliverables by the ORL and to share that reporting with FAP;
- 3) To request from the ORL the following "Project" deliverables:
 - a. A detailed list of all French material purchased with the FAP allocation and matching municipal funds.
 - b. Evidence that input from the French local community was sought to identify the material to be purchased.
 - c. A copy of public notices announcing the increase in French materials, or a description of how the public was notified.
 - d. Public notices must include the following acknowledgment:

English Public Material:

"The Okanagan Regional Library acknowledges the financial support of the Province of British Columbia through the City of Kelowna and the Canada-British Columbia Official Languages Agreement on French-Language Services for the additional purchase of French material."

French Public Material:

"La bibliothèque régionale de l'Okanagan reconnaît le soutien financier de la province de la Colombie-Britannique par le biais de la ville de Kelowna et de l'Entente Canada-Colombie-Britannique en matière de langues officielles pour les services en français pour l'achat supplémentaire de matériel en français. "

- 4) The name and contact information of the Kelowna representative is:

Garry Filafilo
Financial Projects Officer
City of Kelowna
1435 Water Street
Kelowna BC V1Y 1J4
gfilafilo@kelowna.ca
Tel: (250) 469-8791

IT IS MUTUALLY AGREED:

- 1) That this Memorandum shall continue in effect from the date of this agreement until March 31th, 2015 .
- 2) That this Document constitutes the entire agreement between Kelowna and FAP and may be modified or terminated only by further written agreement executed by Kelowna and FAP.
- 3) Time is deemed to be material and of the essence of this Memorandum.

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

City of Kelowna
Division:

Province of B.C.
Intergovernmental Relations Secretariat
Francophone Affairs Program



Name:
Title:

Chantal Brodeur
Manager, Federal-Provincial Agreement
on Official Languages

Report to Council



Date: September 29, 2014
Rim No. 0710-01
To: City Manager
From: Sandra Kochan, Cultural Services Manager
Subject: 2014 09 29 Overview of 2015 Arts, Culture & Heritage Grants

Recommendation:

THAT COUNCIL receives, for information, the overview of the Arts, Culture & Heritage Operating Grants, the Arts, Culture & Heritage Project Grants and the Community Public Art Grants for 2015 as contained in the report dated September 29, 2014 from the Cultural Services Manager;

AND THAT COUNCIL approves the guidelines for the 2015 Arts, Culture & Heritage Operating Grants, the 2015 Arts, Culture & Heritage Project Grants and the 2015 Community Public Art Grants as recommended in the report dated September 29, 2014 from the Cultural Services Manager;

AND FURTHER THAT COUNCIL directs staff to provide, for information, a list of the 2015 recipients in each grant program, as well as a summary of achievements, benefits and impact arising from grants awarded in these programs in 2014.

Purpose:

To provide an overview of grant programs and processes to be administered by the Cultural Services Branch for 2015. In early 2015, following the grant adjudication process, staff will provide the list of 2015 recipients and a summary of achievements, benefits and impacts arising from grants awarded in 2014.

Background about the grant programs: Operating Grants

The purpose of operating grants is to support the day-to-day operations of local non-profit arts, culture and heritage organizations.

The proposed 2015 guidelines are attached as Appendix A. Guidelines, application forms and other materials will be downloadable from the City's website. Applications will be accepted from October 9 to November 28, 2014.

In 2014, 15 organizations received a total of \$102,300 through this program.

For 2015, proposed funding for this program through the existing Cultural Services budget is \$109,300.

No changes are proposed for this program in 2015. However, 2015 will see a continuation of the 'fair notice' practice initiated in 2014. More detailed feedback is provided to applicants after completion of the review process. Feedback is based on commentary from the grant review committee, and specifies aspects of organizational effectiveness or community engagement which can be improved. Organizations re-applying in the program are required to demonstrate how they have responded to the previous feedback and worked to make the necessary improvements. Lack or insufficiency of response will be considered and may result in a reduction of support.

This approach mirrors the 'fair notice' practices used by a number of public sector arts funding agencies in Canada, and provides an additional tool for ensuring accountability in the provision of operating support.

Project Grants

The purpose of project grants is to support festivals, events and projects which have an arts, culture and heritage focus. Support is provided on a matching basis and is available for up to three successive years.

The proposed 2015 guidelines are attached as Appendix B. Guidelines and other materials will be downloadable from the City's website. Application forms are available from Cultural Services staff and will be accepted from October 9 to November 28, 2014.

In 2014, 10 organizations received a total of \$51,550 through this program.

For 2015, proposed funding for this program through the existing Cultural Services budget is \$70,000.

No changes are proposed for this program in 2015. Eligibility for Organization Development projects, introduced in 2014, will continue. These projects are defined as 'an activity or initiative to develop the organization's capacity and sustainability through improved governance, planning, training, fund development, audience development or program review.' Eligible expenses include fees for participation in reputable programs for Board, volunteer or management development, and consulting fees associated with planning projects.

This component of the Project Grant program works in tandem with the 'fair notice' policy in the Operating Grant program. If an organization determines or receives notice that aspects of its organizational effectiveness or community engagement need to be improved, an Organization Development grant can provide financial assistance to undertake the necessary training and/or planning.

These grants are provided on a matching basis, and therefore organizations must also invest their own resources in Organization Development Projects.

Any organization undertaking an Organization Development Project with City support will be required to provide a Final Report which documents measurable outcomes.

The objective is to support the development of strong non-profit leadership skills, and organizations which are healthy, resilient and responsive to the communities they serve.

Community Public Art

The purpose of this program is to stimulate community engagement and participation in the creation of temporary or permanent works of art. Local artists, working in partnership with non-profit organizations, are key to the success of these projects.

Any non-profit organization may apply for a grant - applicants do not need to have an arts, culture or heritage mandate.

In 2014, \$15,000 was available through this program. Only one small project was approved.

Funding for the program will again be available through the City's annual Public Art Allocation administered through the Infrastructure Planning Department (Parks & Public Places Branch) budget. The maximum grant for an individual project in this program is \$10,000.

The proposed 2015 guidelines are attached as Appendix C. Guidelines, application forms and other materials will be downloadable from the City's website. Applications will be accepted from October 9 to November 28, 2014.

No changes are proposed for this program in 2015. Adjudication of applications will again be done by the Public Art Roster, a panel of qualified community representatives in consultation with City of Kelowna staff. Efforts continue to bring more public attention to this program through workshops and presentations.

Program activity

A chart summarizing applications and grant awards in these programs for the years 2010-2014 is included as Appendix D.

Program promotion and information

Cultural Services staff ensures that program guidelines and application forms are posted on the City website.

Packages with printed guidelines and forms are also available at information workshops and on request. The majority of applicants access the materials through email and online.

Through the City's e-subscribe service and a database of contacts and past applicants, the City distributes an email bulletin announcing that guidelines and application forms are available. This is supported by news releases and occasional paid advertising.

Two public information workshops at the Kelowna Community Theatre Black Box are scheduled to help attendees with the 2015 application process:

Wednesday, October 8 - 5:00 pm to 7:00 pm

Thursday, October 9 - 3:00 pm to 5:00 pm

At each workshop, attendees are introduced to the program guidelines, application forms and evaluation process, and also have the opportunity to work through sample applications and evaluations to aid their understanding of what makes an application successful.

Working with applicants

Cultural Services staff work closely with applicants at all stages of the annual grant cycle.

This working relationship ensures that staff:

- can assist applicants in ensuring that they are applying in the appropriate program;
- can bring together initiatives and organizations who might benefit from collaboration, or eliminate project overlap and duplication;
- learn directly from applicants how grant processes and forms can be improved;
- can guide applicants and organizations in the development of high-quality programs and services which are aligned with City of Kelowna goals and objectives.

Feedback from grant applicants about the assistance provided by staff has been very positive. The majority of applicants indicate that information provided by staff was helpful and clear, and that the process is well managed.

Operating and Project grants: the role of the Central Okanagan Foundation

The Central Okanagan Foundation has worked with Cultural Services since 2010 to administer an independent, arms length evaluation process for both Operating and Project grants. This relationship will continue for 2015, in accordance with the Memorandum of Agreement attached as Appendix E. The Foundation will receive a fee of \$10,000.

Highlights from the agreement:

- The Foundation recruits and trains the Adjudication Committees, provides applications to the committee members, and convenes and facilitates the committee meetings where grant recommendations are formulated;
- The Foundation prepares the grant recommendations and delivers them to staff for presentation to Council;
- Cultural Services is responsible for the grant program guidelines, forms, information workshops, working with applicants, reporting to Council and distribution of funds.

The underlying principles of the review process administered by the Central Okanagan Foundation as a third party agency are fairness, transparency and independence.

Composition of the grant review committees

The Central Okanagan Foundation, in consultation with Cultural Services, determines the composition of grant review committees. Six committee members (with alternates) are selected for each program. They are selected based on their experience, merit and familiarity with grant processes and the local arts, culture and heritage community. To the extent possible, the committees will also reflect the diversity of the community at large and the range of disciplines and activities reflected in the list of applicants.

The work of committee members is governed by Terms of Reference prepared by the Central Okanagan Foundation. The Terms of Reference include clear procedural direction in the event of a real or perceived conflict of interest. Committee meetings are chaired by the Foundation's Director of Grants & Community Initiatives.

Since 2011, each Operating and Project grant committee has included one experienced grant adjudicator from Vancouver and it is proposed that this practice continue. Associated fees and expenses will be paid by the Central Okanagan Foundation as part of its Agreement with the City.

A summary of the grant process for 2015 is provided below:

PHASE ONE Oct-Dec 2014 Application Preparation & Intake	PHASE TWO Nov 2014-Jan 2015 Review Committees & Review Process	PHASE THREE Jan-Feb 2015 Grant Awards & Distribution
Publication of guidelines and application forms (Oct)	COF convenes and trains two committees for Operating & Project grants (Oct-Nov) Staff convene a separate committee for Community Public Art grants	Staff contacts all applicants to advise on results and provide feedback from Committee review (late Jan/early Feb)
Two public information workshops (Oct)	Committees receive and complete independent review of all applications (Dec-Jan)	Staff report to Council re: grant awards (early Feb) in all three programs
Staff support for applicants preparing applications (Oct-Nov)	Each committee meets in roundtable to decide on grant awards (Jan)	Follow up correspondence from staff to all applicants (Feb)
Application deadline Nov. 28	Committee minutes prepared and provided to staff (Jan)	Grant awards paid to recipients prior to end of February
Staff screening of applications Dec. 1-11		
Applications to Central Okanagan Foundation (COF) by Dec. 12		

Accountability and performance measures

All grant recipients are required to acknowledge City of Kelowna funding, primarily through use of the City logo in an approved manner on promotional materials. Cultural Services staff monitors this recognition on an ongoing basis and follows up with recipients as needed.

Recipients are also required to file a final report within a prescribed timeline describing their use of City of Kelowna funding and the benefits and impact achieved. Failure to provide a report will disqualify an organization from making an application to any program in the future.

Information provided in the reports is helpful to Cultural Services in a variety of ways, including documenting successes, measuring community participation and benefit, tracking program types and trends and generating ideas for further cultural programming.

Internal circulation

Director, Active Living & Culture
Supervisor, Communications
Manager, Parks & Public Places

Existing Policy:

Council Cultural Policy 274 provides in part:

- 'The City of Kelowna Cultural Services Branch funds annual operating grants for local Arts, Culture and Heritage organizations. These grants are evaluated and

recommended for approval by Council in an arms' length process administered by an external organization.'

and

- 'The City of Kelowna Cultural Services Branch funds annual project grants for community festivals, and other events and projects that have a focus on arts, culture and heritage. These grants are evaluated and recommended for approval by Council in an arms' length process administered by an external organization.'

External Agency/Public Comments:

The Central Okanagan Foundation has been consulted in the preparation of this report.

Considerations not applicable to this report:

Legal/Statutory Authority

Legal/Statutory Procedural Requirements

Financial/Budgetary Considerations

Personnel Implications

Communications Comments

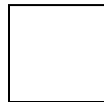
Alternate Recommendation

Submitted by:



S. Kochan, Cultural Services Manager

Approved for inclusion:



J. Gabriel, Director, Active Living & Culture Division

Attachments:

Appendix A - Operating Grant 2015 Guidelines

Appendix B - Project Grant 2015 Guidelines

Appendix C - Community Public Art 2015 Guidelines

Appendix D - Grant Summary 2010-2014

Appendix E - Memorandum of Agreement with Central Okanagan Foundation

cc: Director, Active Living & Culture
Supervisor, Communications
Manager, Parks & Public Places
Director of Grants & Community Initiatives, Central Okanagan Foundation

OPERATING GUIDELINES

APPENDIX A to Report from Cultural
Services Manager Sept. 29, 2014



2015 Operating Grants GUIDELINES

APPLICATION DEADLINE: Friday, November 28, 2014 at 3:00pm PST

Mail or deliver completed and signed application form and a digital copy on CDROM or USB flash drive, along with supporting materials by the deadline to:

Operating Grants
City of Kelowna Cultural Services Branch
Glenmore Office*
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

**Located at the corner of Mountain Avenue and Glenmore Drive.*

2015 Arts, Culture & Heritage Operating Grants

The City of Kelowna allocates operating funding to arts, culture and heritage organizations which provide arts, culture and/or heritage based programming and activities for the benefit of Kelowna residents.

This support acknowledges that the work of these organizations contributes to Kelowna's quality of life, identity and economy, and is extended to recipients who demonstrate vision, accountability and a spirit of community service in their operations.

Eligible organizations must be an independent organization with a clear mandate which includes the provision of public programs and services with an arts, culture and/or heritage focus.

A completed application form must be submitted by the application deadline. The form, with helpful step-by-step instructions, is available [on-line](#) or from City staff (see below).

Anyone considering making an application is encouraged to:

- Attend an information [workshop](#). Workshops for 2015 grants are scheduled for October 8 and 9, 2014; and
- Contact Caroline Ivey, Cultural Services Branch, civey@kelowna.ca, phone 250-469-8474.

OPERATING GRANT DEADLINE: Friday, November 28, 2014 at 3:00 p.m. PST

Funding is intended to support operating expenses during the calendar year beginning January 1, 2015.

Eligibility

In order to be eligible for Operating Grants, applicants must demonstrate that they meet the following adjudication criteria:

Organizational Effectiveness:

- Be incorporated and in good standing as a British Columbia non-profit society. Charitable status is not required;
- Be active as an incorporated non-profit society for at least one full year prior to the application deadline;
- Be directed by recognized arts/cultural/heritage professionals and/or experienced volunteers;
- Demonstrate financial need;
- Be fiscally responsible (e.g. diversified revenue base, annual budgeting process, proper financial records and reports, support from an accredited bookkeeper/financial advisor);
- Have a sound governance model which provides for staff/volunteer/board recruitment and development, planning, committees and partnerships;
- Carry out the majority of their work (e.g. performances, exhibitions, events, programs, rehearsals, administrative activity, membership) in the City of Kelowna.

Community Engagement:

- Be an independent organization with a clear mandate which includes the provision of public programs and services with an arts, culture and/or heritage focus;
- If heritage based, create, provide or facilitate events, materials, communications and/or services which interpret and convey the human history of Kelowna to residents and visitors;
- If arts based, create, produce or present work primarily by local artists/performers/artisans (amateur and/or professional) - the program may include artists who are not local if community outreach by those artists is provided;
- Demonstrate an inclusive, diverse and welcoming approach in their operations and activities; and,

Demonstrate alignment with the following City of Kelowna goals and values:

GOALS	VALUES	REFERENCE
<ul style="list-style-type: none"> • Increasing cultural vitality and participation • Conveying Kelowna's history • Animating urban centres • Providing arts and culture opportunities for underserved populations • Building cultural leadership and volunteerism • Welcoming new citizens and newcomers 	<ul style="list-style-type: none"> • Accessibility, diversity and inclusion • Accountability and fiscal responsibility • Innovation • Optimizing value • Partnerships and collaboration • Respect for artists: <ul style="list-style-type: none"> • Fair compensation for artists' time and work • Recognition of the artist during and after the project • Engagement of the artist in planning for use of the work and any other intellectual property associated with the project 	<p>Cultural Plan (see Section 5.1 Vision, 5.2 Guiding Principles and Goals 4, 5 and 6)</p> <p>Printed excerpts of the Cultural Plan are available from City staff.</p>

Operating grants are NOT TO BE USED FOR:

- Start-up costs
- Seed money for projects or events
- Construction, renovation, property purchase or major equipment purchases
- Deficit reduction
- Supporting organizations primarily focused on sports, politics, education, religion, healthcare, social service and/or those which seek to attract only a special interest audience.

Applications for both Operating & Project Grants

Organizations receiving Operating Grants may also apply for one Project Grant within the same calendar year in which they receive operating funding.

Organizations which benefit from City of Kelowna Cultural Facility Grants or Professional Arts Grants are not eligible to apply for Operating Grants but are eligible to apply for Project Grants.

Evaluation

All grants will be adjudicated by a panel of professional qualified peer and community representatives convened by an arm's length contracted agency in consultation with City of Kelowna staff.

Panelists are invited to participate based on their experience, merit and familiarity with granting processes and the local arts, culture and heritage community. To the extent possible, the panel will reflect the diversity of the community at large and the range of disciplines and activities reflected in the list of applicants.

Panelists who have a real or perceived conflict of interest regarding any application will be required to declare that such a conflict exists and will not participate in decisions relating to that application.

Cultural Services staff will be present as observers and facilitators during the adjudication process, but will not be active participants.

The adjudication panel will, within 60 days of the application deadline, provide its recommendations to the contracted agency.

The recommendations of the adjudication panel are final and will be presented to Kelowna City Council in early February, 2015.

Notification

Grant applicants will receive written notification of evaluation results by early February, 2015.

Funds will be disbursed as soon as possible after presentation to Council. The objective is to have all funds disbursed by the end of February 2015.

Grants are awarded on an annual basis, based on the merits of the application and the program criteria. Applicants must re-apply each year. Continued funding is not guaranteed.

Obtaining an operating grant is a competitive process and demand exceeds available resources. Even if eligibility requirements are met, there is no guarantee of support.

All applicants are encouraged to meet with Cultural Services staff to obtain feedback about their application from the evaluation panel.

SPECIAL NOTIFICATION FOR OPERATING GRANT APPLICANTS

Detailed feedback will be provided to applicants after completion of the review process. Feedback will be based on commentary from the grant review committee, and will specify, where warranted, aspects of organizational effectiveness or community engagement which can be improved.

Organizations returning to the Operating Grant program in subsequent years will be required to demonstrate how they have responded to the feedback and worked to make the necessary improvements. This information is part of the Final Report. Lack or insufficiency of response will be considered in future applications and may result in a reduction of support.

Recognizing the City of Kelowna's Support

Grant recipients must acknowledge the financial assistance of the City of Kelowna on ALL communications and promotional materials relating to the organization (such as programmes, brochures, posters, advertisements, websites, news releases and signs).

Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards.

City of Kelowna logo files and usage standards will be provided to successful applicants. Failure to acknowledge the City's support may result in the inability of an organization to obtain grant support in future years.

Reporting

Successful applicants will provide a Final Report in a prescribed format to the City of Kelowna Cultural Services Branch. Receipt of these reports is a pre-condition for consideration of an organization's future grant applications in any category and will be part of the review panel resources in future grant application reviews.

A grant recipient seeking to make significant changes to its operations, as outlined in an application, should consult with Cultural Services staff prior to implementation.

Final Reports must be submitted on or before October 30, 2015.

Submitting Applications - Deadline: Friday, November 28, 2014 at 3:00 p.m. PST

- Application forms are available at kelowna.ca/culture, or by contacting Caroline Ivey, Cultural Services branch, civey@kelowna.ca, phone 250-469-8474.
- Information should be typewritten - handwritten forms will not be accepted.
- Cultural Services staff are available to review your application prior to submission. Applications submitted for review must be received prior to **November 21**, 2014.
- Applications which are late or incomplete are ineligible for adjudication.
- Answer all questions on the form concisely, and include all of the requested supporting materials - use the provided checklist to ensure that your application is complete.
- Support materials are welcome on the understanding that they will not be returned or retained.
- Information about an applicant's operations is collected for the purpose of adjudicating the application and for administrative purposes. It is collected under the authority of the *Local Government Act*, RSBC 1996, c323, *Community Charter*, SBC 2003, c26 and the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c165. Questions about the collection of this information are to be directed to Sandra Kochan, Cultural Services Manager, at skochan@kelowna.ca, or 250-469-8935.

- Mail or deliver completed and signed application form and a digital copy on CDROM or USB flash drive, along with supporting materials by the deadline to:

Operating Grants
City of Kelowna Cultural Services Branch
Glenmore Office
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

PROJECT GUIDELINES

APPENDIX B to Report from Cultural
Services Manager Sept. 29, 2014



2015 Project Grants GUIDELINES

APPLICATION DEADLINE: Friday, November 28, 2014 at 3:00 p.m. PST

Mail or deliver completed and signed application form and a digital copy on CDROM or USB flash drive, along with supporting materials by the deadline to:

Project Grants
City of Kelowna Cultural Services Branch
Glenmore Office*
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

**Located at the corner of Mountain Ave. and Glenmore Drive.*

2015 Arts, Culture & Heritage Project Grants

The City of Kelowna allocates grant funding to community organizations which intend to provide a festival, event or project featuring arts, culture and/or heritage based elements for the benefit of Kelowna residents.

This support acknowledges that:

- New initiatives often need 'seed money' to get started and ongoing support to become established;
- Community events build social connectedness and engagement;
- Successful events and projects which include creative, cultural or historical content can be initiated by individual or collaborative groups whose primary mandates may be unrelated to arts, culture and heritage; and
- The work of community organizations and the availability of arts, culture and heritage activities contributes to Kelowna's quality of life, identity and economy.

With the exception of Organizational Development Projects, eligible organizations need not be from the arts, culture or heritage sector. Innovation and collaboration across sectors and interests is encouraged.

Project Grant funds may be requested for up to 50% of the total cost of a project, to a maximum of \$10,000. All project grants require a non-municipal match of at least 1 to 1. These matching funds may be cash or a combination of cash and in kind contributions. Please review the eligible uses for funding within this package for further information.

A completed application form must be submitted by the application deadline.

In order to ensure that applicants and projects are eligible before time is spent filling in the forms, project application forms are NOT available on line and must be obtained from staff.

Anyone considering making an application is encouraged to:

- Attend an information [workshop](#). Workshops for 2014 grants are scheduled for October 8 and 9, 2014; and
- Contact Caroline Ivey, Cultural Services Branch, civey@kelowna.ca, phone 250-469-8474.

PROJECT GRANT DEADLINE: Friday, November 28, 2014 at 3:00 p.m. PST

Funding is intended to support expenses for projects occurring between March 2015 and December 2015. For projects occurring prior to March 2015 or in 2016, please contact Cultural Services staff.

Note that these grants have a project focus - organizations may also be eligible to apply for an Arts, Culture & Heritage Operating Grant in the same year through a separate application process. Eligibility criteria and forms are available at kelowna.ca/culture or by contacting Cultural Services.

Definitions

Project - a special initiative which may be one-time, and may include:

- New or unconventional collaboration between/across genres, disciplines or sectors;
- Creation of new work or materials;
- Emphasis on new or emerging technologies, media, techniques and practices.

Organizational Development Project - (only for organizations eligible for or receiving Operating support from City of Kelowna Cultural Services Branch)

- An activity or initiative to develop the organization's capacity and sustainability through improved governance, planning, training, fund development, audience development or program review. Examples: expenses for participation in reputable programs for Board, volunteer or management development, consulting fees (for advising, research and/or development of a strategic, fundraising, marketing or business plan). See Eligible Uses for Funding on pages 5/6 for more detail.

Festival - an organized event which occurs over more than one day, incorporates an intensive level of planned activity into those days and demonstrates established or potential audience support from a broad range of the community. Festivals must prominently feature art, culture and/or heritage content.

Event - an organized performance, gathering, activity or cluster of activities which occurs on a single day. Events must prominently feature art, culture and/or heritage content.

Art - includes all genres within the following disciplines (list is not exhaustive and two or more genres or disciplines may be combined):

- Performance (music/dance/theatre/spoken word/improvisation)
- Visual (two and three dimensional/performance/fine or artisanal craft/site specific or temporary installation)
- Literary (poetry/prose)
- Media/new media (film/video/still photography)
- Design (fashion/graphic/industrial/interior)

Culture & Heritage - broadly conceived to include both tangible and intangible characteristics of the following elements, with activities and expression which explore, interpret and celebrate:

- Human diversity including First Nations/ethnicity/different abilities and orientations/gender and age
- Human and natural history
- Ecology & environment (as themes for artistic practice or historical interpretation)
- Heritage buildings, sites (including neighbourhoods, gardens, views), collections, archives, documentation, interpretation
- Storytelling, narratives, traditions and values, artisanal methods

Eligibility

In order to be eligible for Project Grants, all festivals, events and projects* as defined above must:

- Be open and/or accessible to the public, and reach beyond the organization's members and artists to the broader community;
- Offer a unique experience not duplicated by other ongoing organizations and their activities;
- **Offer a unique experience not typically provided through the applicant's existing programming;**
- Be a one-time, new initiative or unique collaboration, or if existing, demonstrate expansion and growth (e.g. a trend of increase in audience, participation and/or activity);
- Be supported by budgets which are distinct from regular operating budgets of the lead organization;
- Prominently feature art, cultural or heritage content; and
- Demonstrate alignment with the following City of Kelowna goals and values:

GOALS	VALUES	REFERENCE
<ul style="list-style-type: none"> • Increasing cultural vitality and participation • Conveying Kelowna's history • Animating urban centres • Providing arts and culture opportunities for underserved populations • Building cultural leadership and volunteerism • Welcoming new citizens and newcomers 	<ul style="list-style-type: none"> • Accessibility, diversity and inclusion • Accountability and fiscal responsibility • Innovation • Optimizing value • Partnerships and collaboration • Respect for artists: <ul style="list-style-type: none"> • Fair compensation for artists' time and work • Recognition of the artist during and after the project • Engagement of the artist in planning for use of the work and any other intellectual property associated with the project 	<p>Cultural Plan (see Section 5.1 Vision, 5.2 Guiding Principles and Goals 4, 5 and 6)</p> <p>Printed excerpts of the Cultural Plan are available from City staff.</p>

**For Organization Development Projects - see additional criteria on page 5.*

Applicant Criteria:

- Be incorporated and in good standing as a British Columbia non-profit society. Charitable status is not required. Organizations and commercial enterprises without non-profit status can be involved as supporters, collaborators and partners but cannot be a primary applicant. If the project involves a collaboration of several organizations, one eligible non-profit organization must be designated as the primary applicant and project lead;
- Be active as an incorporated non-profit society for at least one full year prior to the application deadline;
- Be an independent organization with a clear mandate which authorizes the activities and initiatives included in the application. ***Except for Organization Development Projects***, applicants do not need to have a primary mandate relating to arts, culture or heritage;
- Be directed by recognized professionals and/or experienced volunteers;
- Carry out the majority of their work (e.g. events, services, programs, administrative activity, membership) in the City of Kelowna;
- Demonstrate an inclusive, diverse and welcoming approach in their operations and activities;
- Be fiscally responsible (e.g. diversified revenue base, annual budgeting process, proper financial records and reports, support from an accredited bookkeeper/financial advisor); and
- Have a sound governance model which provides for staff/volunteer/board recruitment and development, planning, committees and partnerships.

Festival/Event/Project Criteria:

- Evidence of community need
- Evidence of community support (levels of commitment from volunteers, donors, partners)
 - Provide letters of support with the application
 - *Do not include Letters of support from the Mayor, Kelowna City Councillors and City staff*
- Evidence of financial need and ability to fund from other sources at least 50% of the project costs. Project grants are limited to a maximum of \$10,000 and cannot exceed 50% of the total project costs. Applicants must self-fund or seek other sources of funding for at least 50% of the total project costs.
- Uniqueness of project (not duplicated by any other initiative or organization)
- Innovation of project (for example original new work, new approaches, new collaborations)
- Inclusive, accessible, diverse and welcoming approach to a broad audience within the community
- A viable business plan which outlines clear, measurable objectives, actions and outcomes, including budgets and potential economic impact
- Evidence of responsible and experienced project leadership and management (personnel, planning, records and controls)
- If an existing initiative, evidence of a growth trend in audience, participation and/or activity
- Potential to attract a non-resident audience (from the Okanagan region or beyond)
- Sensitivity to and mitigation of any environmental impacts arising from the initiative
- Festival/Event/Project must be complete by December 2015.

Organization Development Project Eligibility and Criteria:

In addition to the other criteria above, applicants must:

- ✓ Be a recipient, in the 24 months preceding the application deadline, of operating support from the City of Kelowna Cultural Services Branch;
- ✓ Provide both a realistic project budget, and the applicant organization's 2015 Operating Budget;
- ✓ Demonstrate in their application a good understanding of the organization's stage in its life cycle*, a feasible project workplan, and a specific description of project outcomes and deliverables. Outcomes and deliverables must directly relate to measurable improvements in the organization's governance, administration, or community engagement.
- ✓ Identification of qualified personnel who will lead the project, or in the alternative, a plan for selection of qualified personnel.

*This information can come from a thoughtful SWOT (strengths/weaknesses/opportunities/threats) analysis, or refer to the [Capacity Lifecycles Description chart](#) from the BC Arts Council website.

Eligible Uses for Funding

Project grants are intended to be used for:	Project grants are NOT TO BE USED FOR:
<ul style="list-style-type: none">✓ Venue rental and other venue related costs (tents, furniture, audio/visual/lighting and other equipment, technical/trade services);✓ Material costs relating to design, production/fabrication and installation of new or original works, structures, sets or costumes relating to the project;✓ Payment of fees and expenses for participating artists/creators/performers/presenters;✓ Design, production and distribution of non-commercial (no advertising content) information	<ul style="list-style-type: none">✗ <i>Initiatives which already receive financial or in kind support from other City of Kelowna sources for the same purpose</i>✗ <i>Ongoing operating or administration expenses</i>✗ <i>Research or feasibility studies except as noted herein</i>✗ <i>Costs of purchased advertising</i>✗ <i>Décor, food and beverage costs</i>✗ <i>Costs relating to fundraising</i>

<p>materials relating to arts, culture or heritage. Materials can be in printed or other media and must be suitable and available at no charge for a public audience (for example, brochures, interpretive signage, maps and video). Websites, promotional items (ads, posters, handbills) and directional signage are excluded;</p> <ul style="list-style-type: none"> ✓ Fees for licenses, permits, insurance and security; ✓ Volunteer recruitment, training and support; ✓ Research or feasibility studies to a maximum of \$1500, on the condition that completed studies are released to the City of Kelowna on an unrestricted basis; and ✓ For Organization Development Projects: tuition or registration fees (travel expenses are ineligible) for participation in reputable programs for Board, volunteer or management development, fees and expenses for qualified consultants. <p>Note: In order to meet the matching requirements, eligible expenses can also be paid from other sources through cash and in kind contributions.</p>	<p><i>(projects are not eligible if activities and/or costs are primarily aimed at fundraising)</i></p> <ul style="list-style-type: none"> ✗ <i>Retroactive funding for events which have already occurred</i> ✗ <i>Construction, renovation, property purchase or major equipment purchases</i> ✗ <i>Deficit reduction</i> ✗ <i>Supporting events or activities which are politically partisan or primarily focused on sports, commercial activity (tradeshow, conferences), competition, education, religion, healthcare, social service, and/or seek to attract a special interest audience.</i> ✗ For Organization Development Projects: <i>wages or salary for staff employed by an applicant, compensation to any member of a Board of Directors</i>
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Important Note re: Limitation of Eligibility

Depending on fulfillment of all criteria, including financial need, recipients of Project Grants may re-apply for funding of the same initiative in each of two consecutive years, but after three consecutive years of funding are no longer eligible to apply for support of the same initiative. This ensures that the group of organizations and initiatives benefiting from these grants is refreshed on an ongoing basis.

Applications for Both Operating & Project Grants

Some organizations receiving Project Grants may also be eligible for Arts, Culture & Heritage Operating Grants within the same calendar year. A separate application is required.

Organizations which benefit from City of Kelowna Cultural Facility Grants or Professional Arts Grants are each eligible to apply for one Project Grant per calendar year. Their applications will be adjudicated on the same criteria as other applicants.

Note: any project grant applicant which also receives operating funding from the City of Kelowna must demonstrate that the proposed project is not typically part of its regular programs and services. See eligibility section on page 4.

Evaluation

All grants will be adjudicated by a panel of professional qualified peer and community representatives convened by an arm's length contracted agency in consultation with City of Kelowna staff.

Panelists are invited to participate based on their experience, merit and familiarity with granting processes and the local arts, culture and heritage community. To the extent possible, the panel will reflect the diversity of the community at large and the range of disciplines and activities reflected in the list of applicants.

Panelists who have a real or perceived conflict of interest regarding any application will be required to declare that such a conflict exists and will not participate in decisions relating to that application.

Cultural Services staff will be present as observers and facilitators during the adjudication process, but will not be active participants.

The adjudication panel will, within 60 days of the application deadline, provide its recommendations to the contracted agency.

The recommendations of the adjudication panel are final.

Notification

Grant applicants will receive written notification of evaluation results by early February, 2015.

Funds will be disbursed as soon as possible after presentation to Council. The objective is to have all funds disbursed by the end of February 2015.

Grants are awarded on an annual basis, based on the merits of the application and the program criteria. Applicants must re-apply each year. Continued funding is not guaranteed.

Obtaining a Project Grant is a competitive process and demand exceeds available resources. Even if eligibility requirements are met, there is no guarantee of support.

All applicants are encouraged to meet with Cultural Services staff to obtain feedback about their application from the evaluation panel.

Recognizing the City of Kelowna's Support

Grant recipients must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to the festival/event/project (such as programmes, brochures, posters, advertisements, websites, news releases and signs).

Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards.

City of Kelowna logo files and usage standards will be provided to successful applicants. Failure to acknowledge the City's support may result in the inability of an organization to obtain grant support in future years.

Reporting

Successful applicants will provide a final report within 60 days of completion of the project, in a prescribed format, to the City of Kelowna Cultural Services Branch. Receipt of these reports is a pre-condition for consideration of an organization's future grant applications in any category and will be part of the review panel resources in future grant application reviews.

A grant recipient seeking to make significant changes to its initiatives as outlined in an application should consult with Cultural Services staff prior to implementation. If the changes result in the cancellation or a significant delay in the completion of the initiative, the applicant will, after consultation with staff, be required to return to the City all Project Grant funds paid for that year.

Submitting Applications - Deadline: Friday, November 28, 2014 at 3:00 p.m. PST

- **In order to ensure that applicants and projects are eligible before time is spent filling in the forms, project application forms are NOT available on line and must be obtained from staff.**
- Contact Caroline Ivey, Cultural Services Branch, civey@kelowna.ca, phone 250-469-8474.
- Information should be typewritten - handwritten forms will not be accepted.
- Cultural Services staff are available to review your application prior to submission. Applications submitted for review must be received prior to **November 21**, 2014.
- Applications which are late or incomplete are ineligible for adjudication.
- Answer all questions on the form concisely, and include all of the requested supporting materials - use the provided checklist to ensure that your application is complete.
- Include sketches, photographs and other visual or audio materials if they will help to describe/define your project.
- Support materials are welcome on the understanding that they will not be returned or retained.
- Information about an applicant's operations is collected for the purpose of adjudicating the application and for administrative purposes. It is collected under the authority of the *Local Government Act*, RSBC 1996, c323, *Community Charter*, SBC 2003, c26 and the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c165. Questions about the collection of this information are to be directed to Sandra Kochan, Cultural Services Manager, at skochan@kelowna.ca, or 250-469-8935.
- Mail or deliver completed and signed application form and a digital copy on disc, along with supporting materials by the deadline to:

Project Grants
City of Kelowna Cultural Services Branch
Glenmore Office
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

COMMUNITY PUBLIC ART GUIDELINES

APPENDIX C to Report from Cultural Services
Manager Sept. 29, 2014



2015 Community Public Art Grants GUIDELINES

APPLICATION DEADLINE: Friday, November 28, 2014 at 3:00 p.m. PST

Mail or deliver completed and signed application form and a digital copy (PDF or Word Document) on CDROM or USB flash drive, along with supporting materials by the deadline to:

Community Public Art Grants
City of Kelowna Cultural Services Branch
Glenmore Office*
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

**Trouble finding us? Cultural Services is located at the corner of Mountain Avenue and Glenmore Drive, behind the Mac's store.*

2015 Community Public Art Grants

The City of Kelowna provides annual grant funding for community organizations to support projects which engage local artists with Kelowna residents in the collaborative creation of temporary or permanent works of art.

The end product need not be a permanent work of art but should be publicly accessible and leave a legacy for the general public.

Projects should demonstrate the support of the local community and document significant participation by a sizable number of people.

In 2015, a total of \$15,000 is available, with a maximum grant amount of \$10,000.

All community public art grants require a non-municipal match of at least 1 to 1. These matching funds may be all cash or a combination of cash and in kind contributions.

These guidelines provide information about program objectives, eligibility, and adjudication of applications.

A completed application form must be submitted by the application deadline. The form, with helpful step-by-step instructions, is available on-line or from City staff (see below).

Anyone considering making an application is encouraged to:

- Attend an information workshop. Workshops for 2014 grants are scheduled for October 8 and 9, 2014; and
- Contact Caroline Ivey, Cultural Services Branch, civey@kelowna.ca, phone 250-469-8474.

COMMUNITY PUBLIC ART GRANT APPLICATION DEADLINE: Friday, November 28, 2014 at 3:00 p.m. PST

1. What is Community Public Art?

Community public art is a collaborative, collective creative process between a practicing artist and a community which results in a work of public art. It is as much about process as it is about the artistic product or outcome. It is a way for the community to creatively address and express its needs and aspirations. (Inspired by the Ontario Arts Council, *Community Arts Workbook*, 1998, p.7)

Some of the identifying characteristics of Community Public Art are:

- It addresses community concerns and/or reflects community identity;
- It provides a participatory creative experience which is accessible to a broad range of people; and
- It is a way for artists to apply their skills in community development and building cultural and social sustainability.

Community public art can employ a range of media. Permanent installations often include mosaic, textile or other individual elements which are then assembled into a larger work. Murals, banners and painted panels have been popular in past years. The program welcomes artists from any discipline, and submissions involving performance, photography and digital media are encouraged.

Permanent projects may be located on public or private property, and must be publicly accessible. Temporary projects must be documented in a format that can be shared in a public setting and retained as a publicly accessible permanent record.

Since the launch of the City of Kelowna's Community Public Art program in 2007, many projects have been completed. Details about these projects are provided on the City's [website](#).

Other communities in British Columbia also offer Community Public Art programs. Some good examples can be found on the [North Vancouver Arts Office](#) website.

Follow these links to see some interesting examples of Community Public Art projects around the world:

<http://candychang.com/before-i-die-in-nola/>

<http://www.kids-with-cameras.org/mission/>

<http://www.richmond.ca/culture/publicart/collection/PublicArt.aspx?ID=483>

2. Objectives for Community Public Art

The objectives for the City of Kelowna Community Public Art Program are:

- Encourage the creation of publicly accessible, permanent or temporary artworks that have artistic merit and community benefit;
- Foster community pride, identity and cohesion through a collaborative artistic endeavor and the creation of artwork legacies;
- Support local leadership in community art projects while respecting the role of artists and other design professionals;
- Reflect the diversity, needs and ambitions of the larger community.

3. How Community Public Art links to broader civic goals and values

Organizations and projects seeking support from this program must demonstrate alignment with the following City of Kelowna goals and values:

GOALS	VALUES	REFERENCE
<ul style="list-style-type: none">• Increasing cultural vitality and participation• Conveying Kelowna's history• Animating urban centres• Providing arts and culture opportunities for underserved populations• Building cultural leadership and volunteerism• Welcoming new citizens and newcomers	<ul style="list-style-type: none">• Accessibility, diversity and inclusion• Accountability and fiscal responsibility• Innovation• Optimizing value• Partnerships and collaboration• Respect for artists:<ul style="list-style-type: none">• Fair compensation for artists' time and work• Recognition of the artist during and after the project• Engagement of the artist in planning for use of the work and any other intellectual property associated with the project	<p>Cultural Plan (see Section 5.1 Vision, 5.2 Guiding Principles and Goals 4, 5 and 6)</p> <p>Printed excerpts of the Cultural Plan are available from City staff.</p>

4. Who can apply

Individuals, groups or agencies employed by or associated with the City of Kelowna are not eligible to apply.

Private businesses, individual local artists and unincorporated groups are not eligible as a lead applicant but are encouraged to work on a project in partnership with a registered non-profit society which can demonstrate that it:

- Is involved in, and supportive of the project and has agreed to be a sponsoring organization;
- Is incorporated and in good standing as a British Columbia non-profit society. Charitable status and an arts-related mandate is not required;
- Has the legal authority to sign a Memorandum of Understanding with the City of Kelowna and obtain general liability insurance;
- Has been active as an incorporated non-profit society for at least one full year prior to the application deadline;
- Carries out the majority of its activities in the City of Kelowna;
- Has an inclusive, diverse and welcoming approach in its operations and activities; and
- Has financial management systems in place (e.g. a bank account, proper financial records, oversight by skilled volunteers or board members).

5. How much funding is available

For 2015, a total of \$15,000 is available in the Community Public Art Program.

The maximum amount for any individual application is \$10,000.

Most grants in the past have been in the \$5,000 range.

All grants require a non-municipal match of at least 1 to 1. These matching funds may be all cash or a combination of cash and in kind contributions. You may include matching funds that are proposed but not yet committed at the time of the application deadline.

Applicants are encouraged to explore additional funding options such as:

- Embrace BC (www.embracebc.ca)
- BC Arts Council (www.bcartscouncil.ca)
- Central Okanagan Foundation (www.centralokanaganfoundation.org)
- Vancouver Foundation (www.vancouverfoundation.ca)

6. How and when can the funding used

Eligible uses for Community Public Art funding*:	This funding cannot be used for:
<ul style="list-style-type: none">✓ Artist fees (may include fee/hour plus expenses)✓ Services (various trades)✓ Materials and supplies (consumables such as paint, canvas, glue etc)✓ Costs of setting up a safe venue for art production (insurance, tents, rental fees, permits)✓ Documentation (videographer, photographer, editing, printing)✓ Coordination/project management (someone to help with logistics and publicity)✓ Volunteers and participants (food, beverage, thank you event) <p>*Note: In order to meet the matching requirements, these expenses can also be paid from other sources through cash and in kind contributions.</p>	<ul style="list-style-type: none">✗ Retroactive funding for projects already in progress or completed;✗ Projects which already receive financial or in-kind support from the City of Kelowna (land, money or other support)✗ Activities primarily aimed at fund-raising;✗ Activities or products with a political, religious or commercial purpose;✗ Capital improvements;✗ Purchase of property, equipment or collections;✗ Projects which do not have<ul style="list-style-type: none">○ broad-based community participation;○ the involvement of a local artist; and○ a publicly accessible legacy;✗ Reduction or elimination of existing organizational deficits or interest on same; or

	<ul style="list-style-type: none"> ✖ Directly or indirectly acquiring academic courses or credits. ✖ Projects on sites outside the City of Kelowna boundaries.
<p>Projects must be completed within the calendar year of the grant award, unless otherwise agreed.</p> <p>Subject to approval by the City of Kelowna, funding may be used to support project activities over a period of more than one year, as long as the proposed start and end dates are disclosed in the application.</p>	

7. Who does what in a typical Community Public Art project

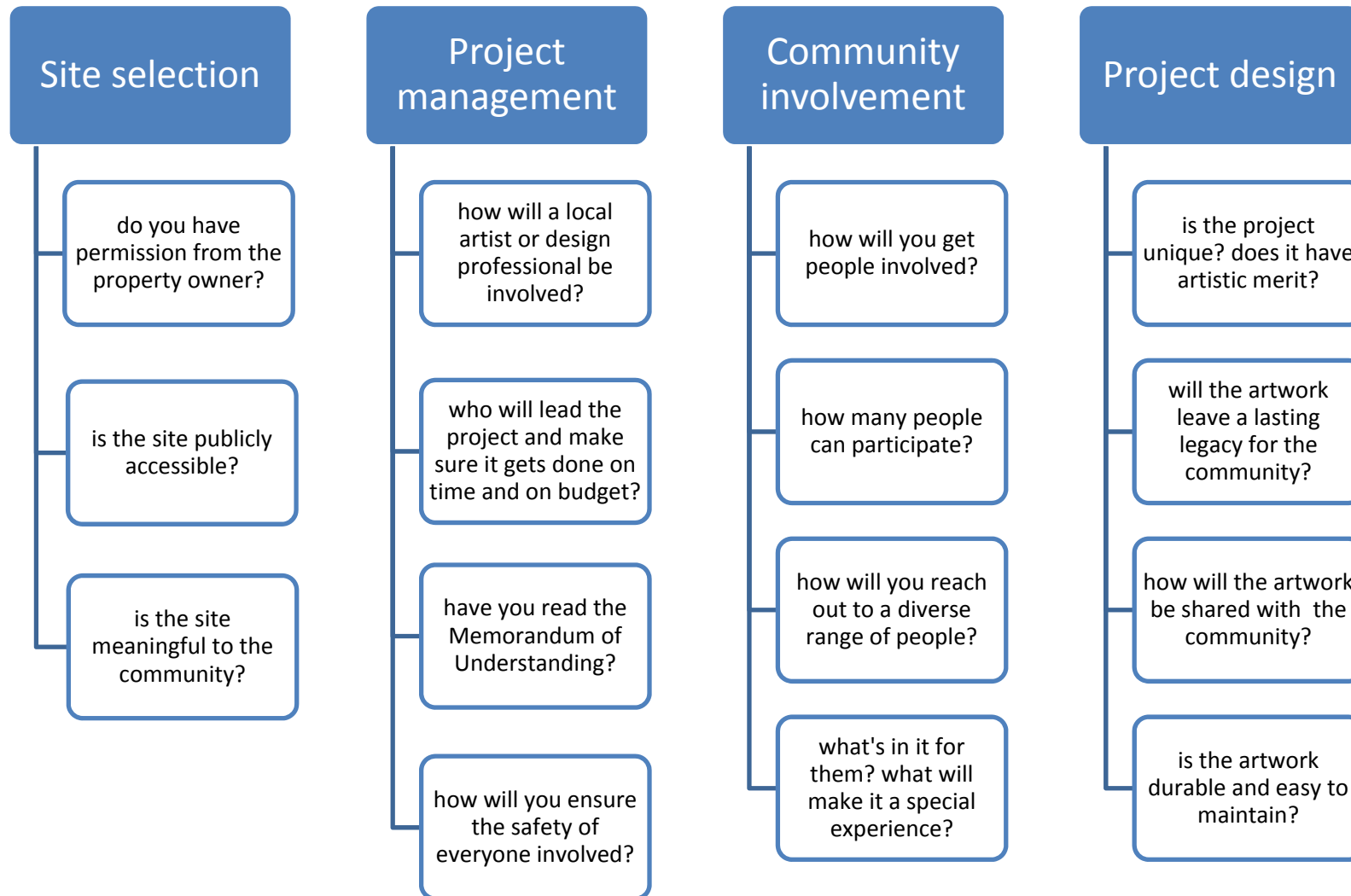
Responsibilities of the sponsoring organization:

- Receive and manage the City of Kelowna grant funding;
- Sign a Memorandum of Understanding with the City of Kelowna. A sample Memorandum is included in these guidelines. The Memorandum includes provisions governing scheduling and timelines, risk management, progress reporting, payments, ownership of the artwork and communications. Successful applicants will provide reports to Cultural Services staff during the project period;
- Contribute cash and/or in-kind resources;
- Ensure that funds are in place to cover all costs and that the project will run smoothly;
- Identify the artist and work with the artist to create and implement a plan to engage the organization's members and the broader community in the creation of a work of public art;
- Provide help and administrative support for the artist;
- Ensure that the artist is fairly compensated and that fees are paid on time and at the agreed upon level; and
- Carry out insurance, financial, reporting and other responsibilities related to the grant.

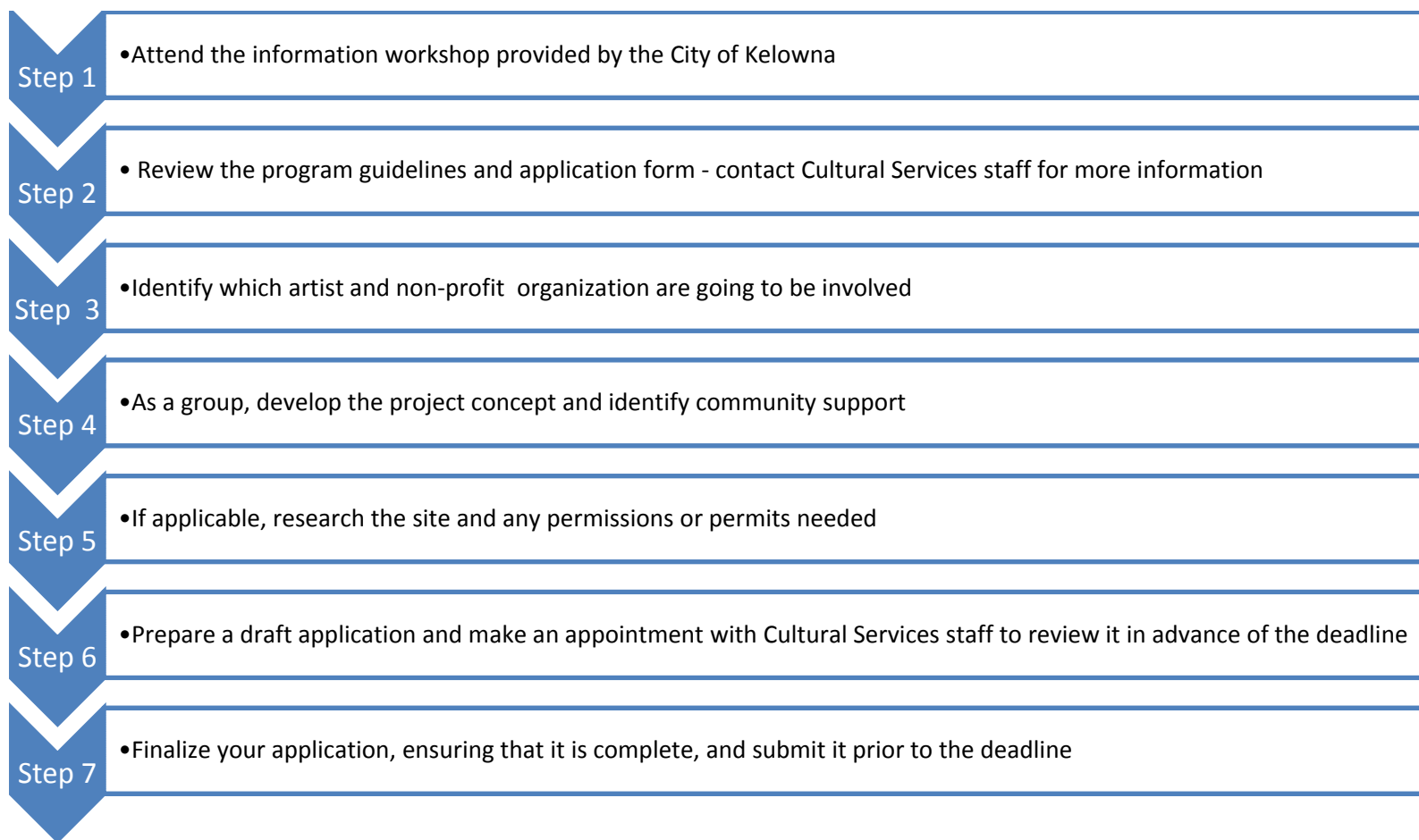
Responsibilities of the artist(s):

- Participate in the planning and creative process with the sponsoring organization and the community;
- Provide estimates of the costs for labour and materials for each stage of the project;
- Consider and advise on issues of public safety, durability, maintenance and operating costs in the design and delivery of the project;
- Provide materials and information as requested for documentation of work in progress and the completed work;
- Work with the sponsoring organization to complete the project and provide progress reports as requested; and
- Participate in unveiling/dedication events for the project as requested.

8. Things to consider in planning a project



9. How to apply



10. How applications are evaluated

All grants will be adjudicated by a panel of qualified community representatives in consultation with City of Kelowna staff.

Panelists who have a real or perceived conflict of interest regarding any application will be required to declare that such a conflict exists and will not participate in decisions relating to that application.

The adjudication panel will, within 60 days of the application deadline, provide its recommendations to Cultural Services staff, who in turn will present the recommendations to Kelowna City Council.

Subject to Council approval, the recommendations of the adjudication panel are final.

Applications are evaluated based on the requirements in these Guidelines as follows:

- Does the proposed project meet the objectives of the Community Public Art Program? (Section 2)
- Does the application demonstrate alignment with City of Kelowna goals and values? (Section 3)
- Is the applicant eligible? (Section 4)
- Does the project budget meet the matching requirements? (Section 5)
- Are the proposed uses of the funding consistent with Section 6 of the Guidelines?
- Has the applicant provided adequate information about how all roles and responsibilities will be fulfilled (Section 7) and how the project will be designed and delivered? (Section 8)
- Has the applicant made use of the information resources provided by the City including documents, contact with staff and workshops? (Section 9)

Obtaining a grant from the Community Public Art Program is a competitive process. Demand exceeds available resources. Even if eligibility requirements are met, there is no guarantee of support.

11. Notification about grant awards

Grant applicants will receive written notification of evaluation results in February, 2015.

Funds will be disbursed in phases in accordance with the Memorandum of Understanding.

All applicants are encouraged to meet with Cultural Services staff to obtain feedback about their application from the evaluation panel.

12. Recognizing the City of Kelowna's support

Grant recipients must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to the project (such as brochures, posters, advertisements, websites, news releases and signs).

Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards.

City of Kelowna logo files and usage standards will be provided to successful applicants. Failure to acknowledge the City's support may result in the inability of an organization to obtain grant support in future years.

Pursuant to the Memorandum of Understanding, any communication with the public or media about the project should be approved by the City.

13. Reporting

Successful applicants will provide progress and final reports in a prescribed format to the City of Kelowna Cultural Services Branch. Receipt of these reports is a pre-condition for consideration of an organization's future grant applications to the City of Kelowna in any category.

A grant recipient seeking to make significant changes to its project, as outlined in an application, should consult with Cultural Services staff prior to implementation.

14. Submitting Applications - DEADLINE Friday, November 28, 2014 at 3:00 p.m. PST

- The application form is available in Word and fillable PDF formats online at kelowna.ca/culture, or by contacting Caroline Ivey, Cultural Services Branch, civey@kelowna.ca, phone 250-469-8474.
- Information should be typewritten - handwritten forms will not be accepted.
- Cultural Services staff are available to review your application prior to submission. Staff review is available only until **November 21**, 2014.
- Applications which are late or incomplete are ineligible and will not be evaluated.
- Answer all questions on the form concisely, and include all of the requested supporting materials - use the checklist to ensure that your application is complete.
- Sketches, photographs and other visual or audio materials that describe your project are helpful for the adjudication panel.
- Information about an applicant's operations is collected for the purpose of adjudicating the application and for administrative purposes. It is collected under the authority of the *Local Government Act*, RSBC 1996, c323, *Community Charter*, SBC 2003, c26 and the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c165. Questions about the collection of this information are to be directed to Sandra Kochan, Cultural Services Manager at skochan@kelowna.ca, or 250-469-8935.
- Mail or deliver completed and signed application form and a digital copy (PDF or Word document) on CDROM or USB flash drive, along with supporting materials by the deadline to:

Community Public Art Grants
City of Kelowna Cultural Services Branch
Glenmore Office
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2

Memorandum of Understanding Community Public Art Program

This agreement made the _____ day of _____ 201x

Between:

CITY OF KELOWNA
a municipal corporation having its offices at 1435 Water Street,
Kelowna, British Columbia V1Y 1J4

(the City)

And: *name and address of sponsoring organization*

(the Sponsor)

Whereas:

- A. The City has established a Community Public Art Program and requested proposals for Community Public Art projects for 201x;
- B. An evaluation panel has recommended the proposal (the Proposal) submitted by the Sponsor for *name of project*: (the Project), as a Community Public Art Project for 201x; and
- C. City Council has approved the recommendation of the evaluation panel to fund the Project from the Community Public Art Program;

Therefore:

The Memorandum of Understanding (MOU) set out herein between the City and the Sponsor stipulates the terms of the Project including responsibilities of the respective parties, identification of deliverables, and a timeline for completion of principal tasks.

This MOU can be amended at any time by written agreement of the City and the Sponsor.

name of sponsoring organization will:

- a) provide documentation to the City verifying that the Sponsor is a registered British Columbia Society in good financial standing and that it has the authority, by resolution of its directors to enter into this agreement;
- b) demonstrate proof of insurance, satisfactory to the City, prior to commencing work on the Project;
- c) abide by all applicable by-laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction over the Project or the site;
- d) not assign or transfer any interest in this agreement or the Project without the prior written consent of the City;
- e) indemnify and hold harmless the City and its personnel from all actions, proceedings, losses, expenses, and costs arising out of, or in any way connected with the Sponsor's use of and presence on the site, the construction of the Project, failure by the Artist and/or Sponsor to pay for labour and materials, contamination of the site resulting from the Project, breach or default by the Artist and/or Sponsor under this agreement, or any wrongful act, omission, or negligence of the Artist and/or Sponsor;
- f) provide verification that matching support in the amount of \$xxx has been applied to the Project;
- g) invoice the City for all funds payable by the City pursuant to this agreement to a maximum of \$xxx;
- h) pay on a timely basis, the Artist, all suppliers, and any other providers of services and/or materials associated with the Project;
- i) manage the Project and the work of the Artist to ensure that the timelines as outlined in Appendix A are met;
- j) provide interim and final reports and any other documentation to the City as set out in Appendix A and to otherwise communicate on a timely basis with the City regarding the progress of the Project;
- k) facilitate access to the Project site or other locations where Project work is being done, for City staff; and
- l) create original artworks and not infringe upon any copyright.

The City will:

- a) upon receipt of an invoice and satisfactory progress reports, pay to the Sponsor the amounts specified in Appendix A provided that there is full compliance with all of the other terms of this agreement;
- b) at its expense, prepare, and install at the site a plaque or other means of identifying the Artist, the Sponsor, the title of the artwork, the year of completion, and any other pertinent project-related information.

The parties also agree that:

- a) all reports will be in digital format. Additionally, if any report is deemed incomplete by the City, it will not be accepted by the City, and the City will notify the Sponsor immediately of the changes required to complete the report;

- b) any communication by the Sponsor with the public, including any media organization, with regard to the Project must have approval of the City;
- c) the City will have the right to alter, remove, or relocate the completed artwork;
- d) the City will maintain the completed artwork in good repair and may consult with the Artist, Sponsor, and/or a professional conservator in making its decisions regarding maintenance;
- e) the Artist and the Sponsor are independent contractors and are not employees or agents of the City and as such are not entitled to employment-related benefits from the City;
- f) if the Sponsor violates or fails to comply with any provisions of this agreement, the City may give the Sponsor notice of default. If the default is not rectified to the City's satisfaction within the time specified in the City's notice, the City may, by giving one week's notice, terminate the Artist's and Sponsor's rights under this agreement. The notice of termination may require removal of the Project and restoration of the site at the Sponsor's expense, or alternatively, the transfer and delivery of the artwork or work in progress to the City.
- g) upon completion or termination of the Project, ownership of the artwork will be transferred to the City and the Sponsor will sign a transfer document to this effect;
- h) copyright in the completed work will be held by the City; and
- i) All communication regarding the Project will be through:
 - *title of sponsoring organization's contact*
 - Cultural Services Branch, City of Kelowna, #105 - 1014 Glenmore Drive, Kelowna, BC V1Y 4P2

The signatures below confirm that both parties understand and agree to the terms set out herein.

ACKNOWLEDGED AND AGREED:

name of sponsoring organization:

Date: _____ Authorized Signatory: _____

Print name: _____

By the City of Kelowna:

Date: _____ Authorized Signatory: _____

Print name: _____

APPENDIX A TIMELINES AND DELIVERABLES

PHASE 1: Upon execution of this agreement:

amount to be paid by the City to the Sponsor upon receipt from the Sponsor of:

- a) verification that matching support in the form of cash and/or in-kind donations is in place;
- b) proof of insurance;
- c) proof of incorporation as a Society;
- d) a copy of the Sponsor's most recent Society Act Form 11 Annual Report or other evidence that the Sponsor is in good financial standing; and
- e) a copy of a resolution from the Sponsor authorizing execution of this agreement.

PHASE 2:

By *date*, the Sponsor will provide to the City a progress report including:

- a) a budget including expenditures to date, cash and in-kind donations received, as well as projected expenditures, and cash and in-kind donations;
- b) a summary of public participation to date, including the number of people involved, and a description of tasks completed by participants including photographic documentation.
- c) an invoice for *amount*.

Upon receipt and acceptance of the progress report, the City will pay the Sponsor \$*amount*.

PHASE 3:

By *date*, the Sponsor will complete the project and provide to the City a final progress report including:

- a) photographic documentation in digital format of the completed artworks;
- b) a final financial report indicating all revenues and in-kind donations, and expenditures;
- c) a summary outlining how the outcome has met the Project objectives outlined in the proposal; and
- d) a final invoice for *amount*.

GRANT SUMMARY

YEAR	DETAILS	ARTS, CULTURE & HERITAGE GRANTS		COMMUNITY PUBLIC ART GRANTS
		OPERATING	PROJECT	
2010	\$ available	\$80,000	\$70,000	\$10,000
	# of applications	15	28	3
	\$ requested	\$133,200	\$292,274	\$16,000
	# of grant awards	12	15	2
	\$ total awards	\$77,500	\$67,500	\$6,500
2011	\$ available	\$110,000	\$70,000	\$10,000
	# of applications	21	22	2
	\$ requested	\$177,700	\$134,825	\$14,500
	# of grant awards	16	12	2
	\$ total awards	\$95,200	\$70,000	\$10,000
2012	\$ available	\$110,000	\$70,000	\$15,000
	# of applications	20	24	2
	\$ requested	\$186,370	\$141,488	\$17,500
	# of grant awards	18	17	2
	\$ total awards	\$110,000	\$70,000	\$15,000
2013	\$ available	\$111,500	\$65,000	\$15,000
	# of applications	26	17	3
	\$ requested	\$196,900	\$100,457	\$16,200
	# of grant awards	17	13	3
	\$ total awards	\$111,500	\$65,000	\$8,700
2014	\$ available	\$110,000	\$65,000	\$15,000
	# of applications	17	16	3
	\$ requested	\$133,800	\$107,407	\$16,200
	# of grant awards	15	10	1
	\$ total awards	\$102,300	\$51,550	\$1,900



This agreement dated September 1, 2014

**Memorandum of Understanding
between**

**City of Kelowna Cultural Services Branch (CSB)
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2
Attention: Sandra Kochan, Cultural Services Manager**

and

**Central Okanagan Foundation (COF)
#225 - 1889 Springfield Road
Kelowna, BC V1Y 5V5
Attention: Cheryl Miller, Director of Grants & Community Initiatives**

To adjudicate and administer the
City of Kelowna 2015 Arts, Culture, Heritage Operating Grants Program ('Operating Grants')

and

City of Kelowna 2015 Community Festivals, Events & Project Grants Program ('Project Grants')

To ensure the successful administration of the Operating and Projects Grants programs, agreement is hereby established between the City of Kelowna Cultural Services Branch and the Central Okanagan Foundation as follows:

1. The term of this agreement will be September 1, 2014 to August 31, 2015.
2. COF will:
 - a) In consultation with CSB, recruit up to six people and at least one alternate for each grant advisory committee (one committee for Operating and one for Project) to adjudicate the grant applications and make recommendations for grant awards. Each committee will include a member from outside the Okanagan Valley area, based on a recommendation from CSB. Committee members will be encouraged to attend public information workshops on October 8 and 9 (see Section 3(b) below).
 - b) Facilitate an orientation session for each grants advisory committee member and provide a manual outlining the process and how the grants are to be evaluated. The orientation session is tentatively scheduled for November 12, 2014.
 - c) After the grant application deadline of November 28, 2014, in partnership with CSB review submitted grant applications to determine that enough information is in the application for the grants advisory committees to make an informed and responsible decision. If minor gaps are identified, CSB staff will contact applicant organizations to offer them an opportunity to fill in the gaps/ answer questions.
 - d) Provide to each committee member an evaluation package containing an agenda, assessment tool and vetted applications for review. Evaluation packages will be available for distribution to committee members by December 12, 2014.

- e) Convene and facilitate a meeting of each committee to review each application as a group and formulate recommendations for grant awards. Meetings are tentatively scheduled for January 13 (Operating) and January 14 (Project), 2015. Costs and expenses associated with the grants advisory committee meetings are to be paid by the COF.
- f) Ensure that comprehensive minutes are recorded by a qualified minute taker/ transcriber at each grants advisory committee meeting, documenting the discussion and rationale for recommendations. Any costs associated with recording of minutes are to be paid by the COF.
- g) Prepare minutes from each grants advisory committee meeting for distribution to and approval by the grants advisory committee members. Upon approval by the committee, the minutes will be provided to CSB. Approved minutes will be provided to CSB no later than January 23, 2015.
- h) Support CSB staff in the preparation of a report to Kelowna City Council containing the grants advisory committees' recommendations for awarding or declining grants, with summary information about each of the successful applicants/projects. The Council Report is tentatively scheduled for Monday, February 9, 2015 and will be presented by CSB staff.
- i) Return all the original grant applications submitted in the current year to Sandra Kochan, Cultural Services Manager, City of Kelowna.

3. CSB will:


- a) Prepare, post and promote Operating and Project Program guidelines and applications.
- b) Organize and facilitate information workshops for interested grant applicants. The workshops are tentatively scheduled for October 8 and 9, 2014.
- c) Be the primary point of contact for inquiries from grant applicants prior to the application deadline of November 28, 2014.
- d) Upon completion of the grants advisory committee adjudication process and receipt of the committee minutes, inform grant applicants in writing of the committees' recommendations pending a staff report to City Council.
- e) Upon reporting to City Council, facilitate payment of grant awards to successful applicants by February 27, 2015.
- f) Be the primary point of contact for any applicants seeking more information about the adjudication process or the committees' recommendations.
- g) Track and manage submission of final reports, per the Operating and Project guidelines.

4. CSB will pay \$10,000.00 inclusive of any applicable taxes to COF to adjudicate the 2015 Operating and Project Grants Programs. Payment will be made upon receipt of an invoice from COF after completion of the adjudication process and staff report to council. Costs and expenses, up to \$1,500, associated with the participation of grant advisory committee members from outside the Okanagan Valley will be paid by COF. Any costs and expenses exceeding \$1,500 for out-of-town committee members will be paid by CSB.

5. Both parties agree that it is their intention to receive and adjudicate applications, and disburse both Operating and Project Grants by February 27, 2014 and will cooperate to this end.

6. This agreement may be renewed, with amendments as needed, for future years.

We agree to the terms and conditions outlined in this Agreement.


 Cheryl Miller, Director of Grants & Community Initiatives
 Central Okanagan Foundation

AUGUST 25, 2014
 Date


 Sandra Kochan, Cultural Services Manager
 City of Kelowna

AUGUST 25, 2014
 Date

Report to Council



Date: 9/19/2014
File: 1840-20
To: City Manager
From: B. Davidson, Park Planner, Infrastructure Planning
Subject: Gillard Mountain Biking Trail Network

Recommendation:

That Council receives for information, the report from the Park Planner dated September 19, 2014 with respect to the Gillard Mountain Biking Trail network.

AND THAT the Mayor is authorized to send a letter to the Provincial Minister of Forests, Lands and Natural Resource Operations in support of the Mountain Bikers of the Central Okanagan's Section 57 Application to legalize the Gillard Mountain Biking Trail network.

Purpose:

To provide the Mountain Bikers of the Central Okanagan with a letter of support for their Section 57 Application to legalize the Gillard Mountain Biking Trail network.

Background:

Mountain Bikers of the Central Okanagan (MTBco) have applied for legalization of the Gillard Mountain Biking Trail Network under section 57 of the Forest Range and Practices Act, from the Provincial Ministry of Forests, Lands and Natural Resource Operations (MFLRNO). In support of this application MTBco has requested a letter from the City as a local government reference.

The Gillard Trail Network is a popular mountain biking system located on crown land south of the Kelowna City limits below the Kettle Valley Railroad and between Myra-Bellevue and Okanagan Mountain Provincial Parks. It has been a popular mountain biking destination for almost 20 years and is an international draw that has been featured in many biking movies.

MTBco wishes to achieve legal status for the Gillard Trail Network in order to protect the network from being dismantled and to allow the club to legally maintain, develop and

promote the trail system for the benefit of the public including both local riders and tourists who mountain bike within the Central Okanagan.

The City of Kelowna has worked closely with the Mountain Bikers of the Central Okanagan (MTBco) on several initiatives since the club's inception in 2007:

- MTBco provided valuable input on the Kelowna and Area Mountain Bike Strategy. This strategy was a partnership between the City of Kelowna and the Regional District of the Central Okanagan and resulted in development of a vision and coordinated approach for future mountain biking facilities in the Central Okanagan. It was approved by Kelowna City Council in 2009 as a guide for the development and management of mountain bike facilities within the City of Kelowna.
- One of the outcomes recommended in the Mountain Bike Strategy was construction of a mountain bike skills park. MTBco played a key role in the design and maintenance of the Mission Creek Mountain Bike Skills Park, the first skills park in the area. Phase 1 of the Skills Park opened in 2010.
- This past year, MTBco provided input and direction in the development of a dedicated and sustainable mountain bike trail network within Knox Mountain Park, the City's largest natural area park. Club members have shared freely with City staff their expertise on both downhill and cross country trails and have worked with the contractor to fine tune alignments and trail features.
- Most recently, MTBco has taken a lead role in organizing inaugural meetings of the Central Okanagan Trails Alliance (COTA) whose membership includes representatives from recognized trail stakeholder groups throughout the Okanagan Valley. The goals of COTA include coordination of valley wide trail planning and funding initiatives, and improved communications between stakeholder groups.

The Mountain Bikers of the Central Okanagan continue to be enthusiastic volunteer partners with the City of Kelowna on a variety of initiatives. In addition, MTBco works closely with the Friends of the South Slopes and other trail advocate groups. City staff look forward to maintaining a long standing relationship with this Club and recommend that Council supports MTBco in their Section 57 Application with a letter of support.

Internal Circulation:

Parks and Buildings Planning Manager
Active Transportation Coordinator
Director, Communications and Information Services

Considerations not applicable to this report:

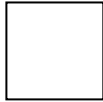
Legal/Statutory Authority:
Legal/Statutory Procedural Requirements:
Existing Policy:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:

Alternate Recommendation:

Submitted by:

B. Davidson, Park Planner

Approved for inclusion:



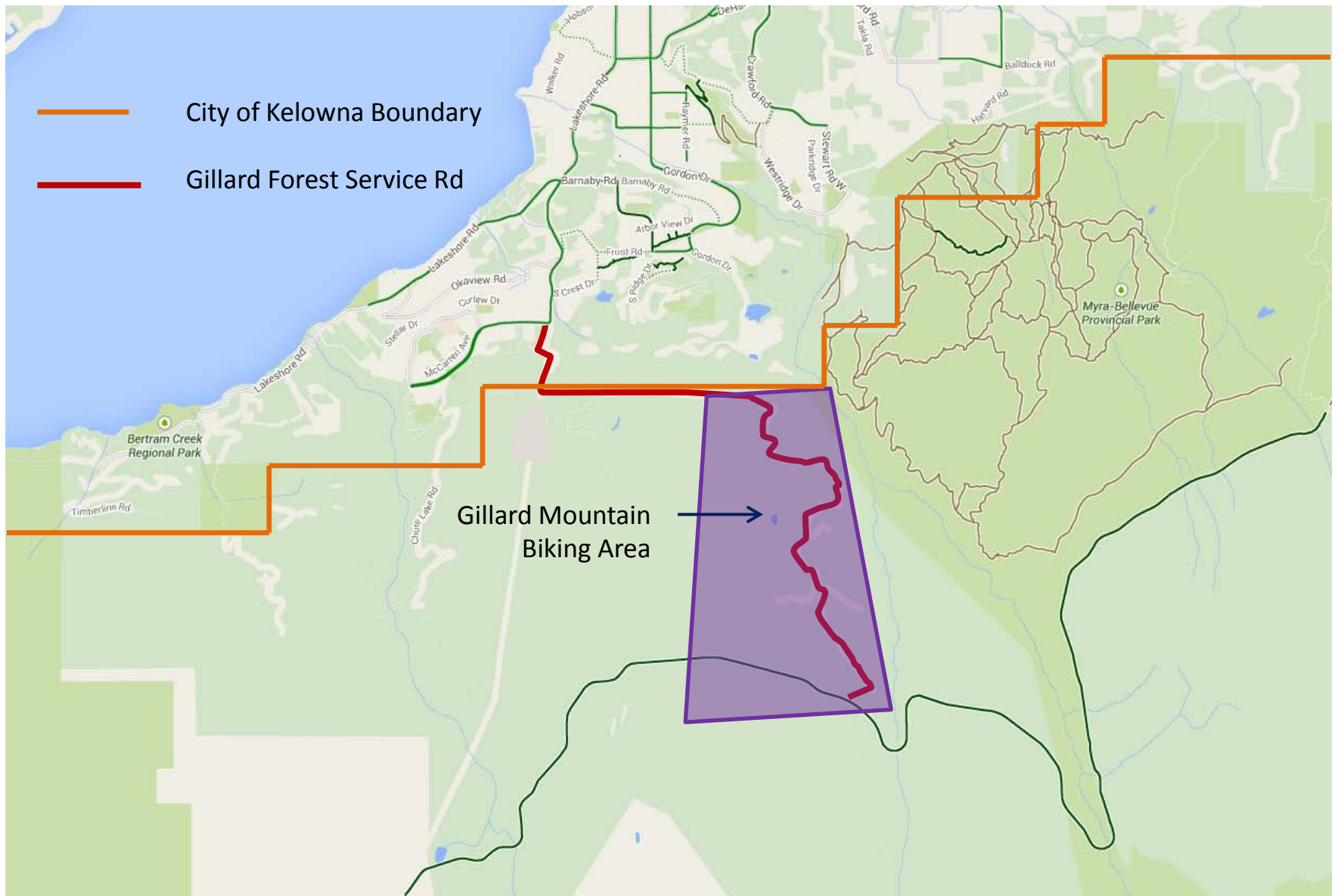
Director, Infrastructure Planning

Attachments:

Draft letter to Minister of Forests, Lands and Natural Resource Operations
Gillard Mountain Biking Area Location Map

cc:

Active Transportation Coordinator
Director, Communications and Information Services



Gillard Mountain Biking Location Map

Report to Council



Date: September 29, 2014
Rim No. 1140-50
To: City Manager
From: Johannes Säufferer, Manager, Property Management
Subject: 2014-09-29 - Council Report - Fortune Marketing Lease

Recommendation:

THAT Council approve the City entering into a five (5) year commercial lease with Fortune Marketing Inc., with the option to renew for an additional five (5) year term, in the form attached as Schedule A to the Report of the Manager, Property Management, dated September 29, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the agreement.

Purpose:

That Council approve a lease agreement with Fortune Marketing Inc. for a +/-874 sf commercial space in the Chapman Parkade.

Background:

The City-owned Chapman Parkade, located at 345 Lawrence Avenue, includes four commercial retail units ("CRU's"), ranging in size from 874 square feet to 1,409 square feet (see Schedule B for a floor plan of the parkade). Z-Décor, the tenant of 1615 Water Street, has indicated that they do not wish to renew their lease agreement upon the expiration of their tenancy October 31st of this year.

Staff engaged the City's Commercial Realtor, Colliers International, to market the unit for lease. Based on the responses, Colliers recommended that staff move forward with the expression of interest from Fortune Marketing Inc. ("Fortune Marketing"), a real estate marketing organization. Staff undertook due diligence on the potential tenant, reviewed the expression of interest terms and agreed with Colliers recommendation.

The negotiated lease rate is supported by Colliers market research, by existing lease rates in the Chapman Parkade and by a Market Rent Estimate completed by Kent Macpherson (January 2013), a summary of which is attached to this report as Schedule C. The lease rate for Fortune Marketing's occupancy begins at \$15.00/s.f. in the first year and increases to \$17.00/s.f. over the course of the five year term. At the end of the 5 year term, an option for renewal exists with a lease rate that will be renegotiated at that time.

It is Staff's opinion that Fortune Marketing complements the existing tenant mix of food provider, yoga studio and retail outlet. Background information related to Fortune Marketing as per their corporate website is attached as Schedule D to this report.

Legal/Statutory Authority:

Community Charter, Sec. 26 - Disposal of Municipal Property

Legal/Statutory Procedural Requirements:

Community Charter, Sec. 94 - Notice Requirements

Internal Circulation:

Director, Financial Services
Manager, Parking Services
Manager, Building Services
Manager, Risk Management

Considerations not applicable to this report:

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

Submitted by: Johannes Säufferer, Manager, Property Management

Approved for inclusion: Derek Edstrom, Director, Real Estate & Building Services

Attachments: Schedule A - Lease Agreement
Schedule B - Chapman Parkade Floor Plan
Schedule C - Kent Macpherson Market Rent Estimate Summary
Schedule D - Fortune Marketing Background Information

cc: G. Davidson, Director, Financial Services
D. Duncan, Manager, Parking Services
M. Johansen, Manager, Building Services
L. Kayfish, Manager, Risk Management

DOCUMENT APPROVAL			
Chapman Parkade Lease			
Cir.	Dept.	Date	Int.
	RE&BS		
	Risk Mgmt		

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:

FORTUNE MARKETING INC.
#501-1630 Pandosy Street, Kelowna, B.C. V1Y 1P7

(the "Tenant")

OF THE SECOND PART

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THIS LEASE, dated September 29th, 2014, 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

1.1 Basic Terms:

- | | | |
|-----|-------------------------------------|---|
| (a) | Landlord:
Address of Landlord: | CITY OF KELOWNA
City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4
Fax: 250-862-3349 |
| (b) | Tenant:
Address of Tenant: | Fortune Marketing Inc.
#501-1630 Pandosy Street |
| (c) | Premises: | +/- 874 sf located at 1615 Water Street,
Kelowna, B.C.
(see Schedule A) |
| (d) | License Area: | N/A |
| (e) | Initial Term:
Commencement Date: | 5 years
December 1 st , 2014 |
| (f) | Renewal Term (if any): | 1 x 5 years |
| (g) | Annual Base Rent: | Year 1: \$15.00
Year 2: \$15.50
Year 3: \$16.00
Year 4: \$16.50
Year 5: \$17.00 |
| (h) | Property Taxes: | Included in Triple Net Budget (see Section 8) |
| (i) | Utilities: | Included in Triple Net Budget (see Section 8) |
| (j) | Permitted Use: | General office purposes and real estate showroom |
| (k) | Parking: | One assigned parking stall |
| (l) | Possession Date: | November 1, 2014 ¹ |

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 For clarity, the period between the Possession Date and the Commencement Date will be a completely gross rent free period for the Tenant and is intended for fixturing and tenant improvement purposes only.

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	Site Plan of Premises
B	Definitions
C	Rules and Regulations
D	Landlord & Tenant Responsibility Checklist
E	Certificate of Insurance
F	Triple Net Budget Base Year 2013

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 AND LICENSE AREA

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, and the related License, shall be for the initial term of 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 6 months prior to the expiration of the initial Term of 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 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(s) of 5 years upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained.

The lease may be renewed one (1) time for a period of 5 years, for a total lease term of 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 including all applicable real estate taxes and other charges.

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 including all applicable real estate taxes and other charges.

(c) Payment Format

The Tenant agrees to pay the Annual Base rent via post-dated cheques 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.

(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 in 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.

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.

(b) Use of Parking

To make available to the Tenant, at no additional cost, one reserved parking stall within the Chapman parkade, such parking stall to be the same as that assigned to the previous tenant of the Premises.

(c) Landlord's Work Prior to Commencement Date

To remove the existing cashier desk currently installed on the Premises and complete any repair required to restore the concrete floor positioned underneath the existing desk on or before November 15, 2014.

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:

- (a) 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 and License Area 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 and License Area 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.

8. TAXES AND COMMON AREA COSTS

8.1 Tenant's Tax Obligations

The Tenant covenants with the Landlord:

- (a) to pay when due, all Taxes, business Taxes, business licence fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Premises by the Tenant, 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 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 to the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Land and Building 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
- (c) to pay to the Landlord in the manner specified in sub-clause 4.2(b) the Tenant's Share of the Tax Cost.

8.2 Goods and Services Tax

The Tenant shall pay to the Landlord Goods and Services Tax in accordance with the applicable legislation at the same time as the amounts to which such Goods and Services Tax apply are payable to the Landlord under the Terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. The Landlord will provide the Tenant with its Goods and Services Tax registration number. Notwithstanding any other section of this Lease, the amount payable by the Tenant under this clause shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

8.3 Tenant's Tax Cost

After the commencement of the Term of this Lease and prior to the commencement of each fiscal period determined by the Landlord thereafter which commences during the Term, the Landlord may estimate the Tax Cost, or any instalment on account thereof, to become due on any date during the ensuing fiscal period or (if applicable) portion thereof, as the case may be, and the amount thereof which will be payable by the Tenant, and notify the Tenant in writing of such estimate. If the Tenant has overpaid such Tax Cost, the Landlord shall refund any excess paid, but if any balance remains unpaid, the Landlord shall fix monthly instalments for the then-remaining balance of such fiscal period or portion thereof such that, after giving credit for instalments paid by the Tenant hereunder in respect of such calendar year, the entire Tenant's Share of Tax Cost will be fully payable prior to the time the Landlord is obliged to pay the Taxes in respect of which the Tenant's Share of Tax Cost is payable. If for any reason the Tax Cost is not finally deterred within such fiscal period or portion thereof, the parties shall make the appropriate re-adjustment when such Tax Cost becomes finally deterred. The Landlord and the Tenant acknowledge that Taxes in respect of the Building may be payable during the course of a year as pre-payment for the Taxes accruing due in respect of such year, and if the Term ends during a year, then the appropriate adjustment will be made under clause 4.3. Any report of the Landlord's accountant as to the Tax Cost shall be conclusive as to the amount thereof for any period to which such report relates.

8.4 Receipts for Payment



Whenever requested by the Landlord, the Tenant will deliver to it receipts for payment of all Taxes, rates, duties, levies, and assessments payable by the Tenant under sub-clauses 8.1(a) and (b) and furnish such other information in connection therewith as the Landlord may reasonably require.

8.5 Allocation to Particular Tenant

Notwithstanding any of the foregoing, whenever in the Landlord's reasonable opinion any operating cost or item of operating cost properly relates to a particular tenant or tenants within the Building, the Landlord may allocate such operating cost or item of operating cost to such tenant or tenants. Any amount allocated by the Landlord to the Tenant under this clause shall be payable by the Tenant forthwith upon demand.

8.6 Common Area Costs

This Lease shall be absolutely net to the Landlord such that, without limiting the generality of the foregoing, the tenant shall pay for its own account, and without any variation, set-off or deduction, all amounts, charges, costs, duties, expenses, fees, rates, taxes, and increases therein in any way relating to the premises as well as a share of the expenses relating to the operation of the Parkade as estimated in Schedule F (Chapman Parkade Triple Net Budget).

8.7 Payments of Common Area Costs

With respect to any item of common area costs which the Landlord elects to estimate from time to time, the Tenant shall pay to the Landlord such amount, in equal consecutive monthly instalments throughout the applicable period with the monthly instalments of rent as set out in 4.1(b) of this Lease.

8.8 Adjustment of Common Area Costs

Within one hundred and twenty (120) days of the conclusion of each Lease Year, or portion thereof, as the case may be, the Landlord shall compute the actual amount of each item, and make available to the Tenant for examination, a statement to be provided by the Landlord of the gross amount of each item and the Tenant's share thereof, for each year or portion thereof. If the actual amount of such item of common area costs exceeds the aggregate amount of the instalments paid, the Tenant shall pay to the Landlord the amount of the excess within thirty (30) days of the receipt of any such statement. If the contrary is the case, any such statement shall be accompanied by a refund to the Tenant, without interest, provided that the Landlord may deduct from such refund any rent, which is then in arrears. The inadvertence or failure of the Landlord to compute such amount or make available such statement within the one hundred and twenty (120) days shall not affect the Landlord's right to collect or the Tenant's right to be paid any variance.

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, garbage disposal, snow clearing. The tenant shall be responsible for obtaining and maintaining a gas operating permit. The tenant shall be responsible for obtaining and maintaining an electrical operating permit. The tenant is responsible of informing the Property Manager, Real Estate and Building Services of the permits and who the Field Safety Representative is.

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 10.4 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 sub-tenant, as the case may be, shall agree (and will be deemed to have agreed) 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 sub-lease 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 Premises 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 Security 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. This indemnity shall survive the expiry or termination of 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.

(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, 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 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, either by any provision of this Lease or 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 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, or regulations and 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 sub-tenants 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 winding-up or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Building 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, sub-tenant, 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 re-enter 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 16.8.

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, then without prejudice to the Landlord's other rights and remedies:

- (a) 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 of the 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 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 Landlord's consent, repudiate or disclaim or attempt to repudiate or disclaim or seek any order to permit it to 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 therefor, 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. 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, the Building, 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 is a firm or corporation) or delivered or mailed (by prepaid registered mail) to 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 non-occurrence 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

Within 3 business days of this Agreement being fully executed by the Tenant and the Landlord, the Tenant shall deposit in trust with Centre Group Commercial Realty Ltd, an amount equal to two month's base rent and additional rent, inclusive of GST and held without interest.

The deposit is to be applied as follows:

- Half to be applied to rent as it falls due in accordance with this Agreement; and,
- The balance to be held in a non-interest bearing account as a security deposit in accordance with this Agreement.

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
)	

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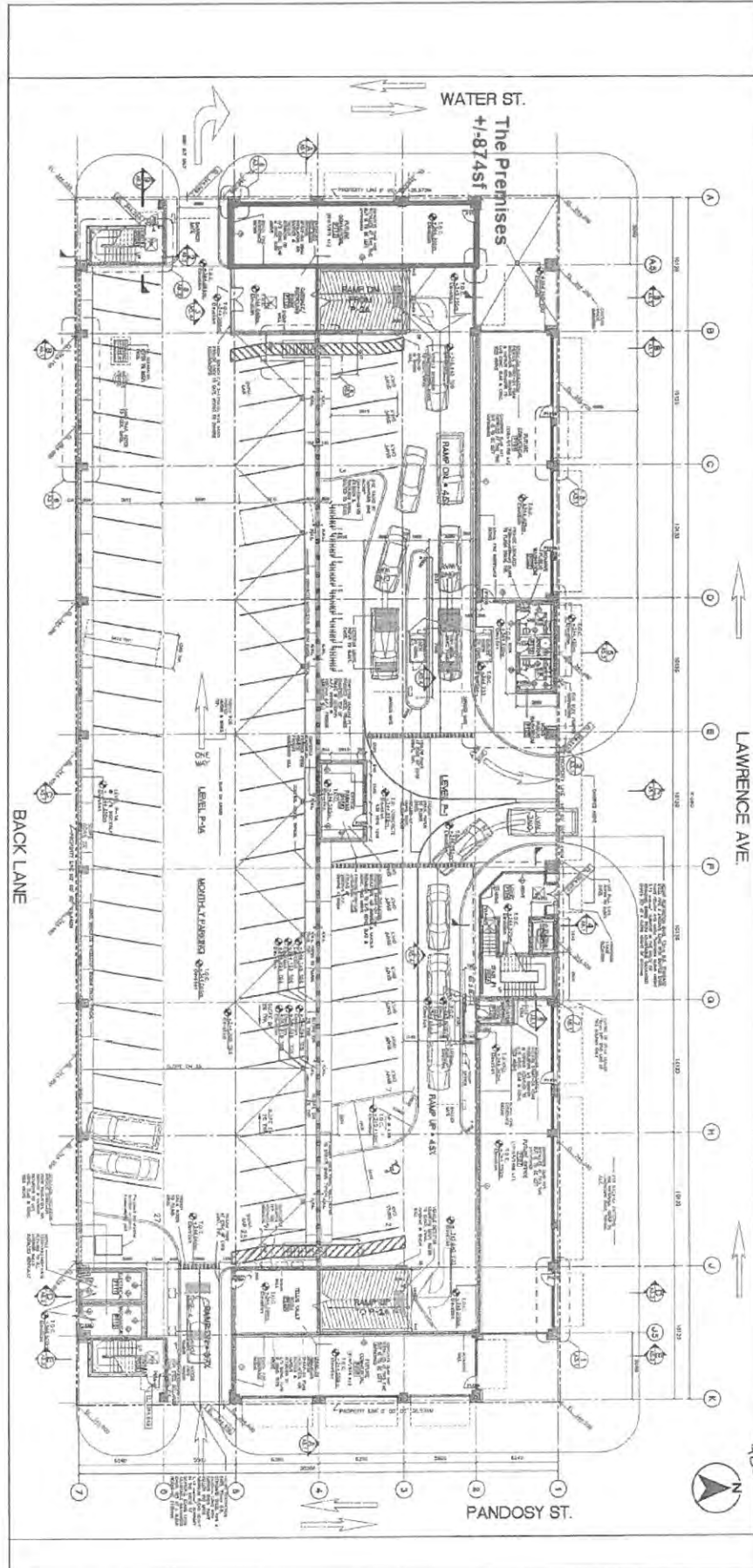
kelangka, BL
Address

Amphiprion

308

SCHEDULE A

PLAN OF THE PREMISES



SCHEDULE B

DEFINITIONS

To Lease Premises at Chapman Parkade Building, Lawrence Avenue, Kelowna, British Columbia

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,

"Building" means the Chapman Parkade Building located on Lawrence Avenue in the City of Kelowna, Province of British Columbia on lands legally described as Lot A, Plan 39412, O.D.Y.D.

"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.

"Current Market Rent" means that Rent that would be paid for improved commercial space in commercial Buildings of similar age and location in Kelowna, British Columbia, as between persons dealing in good faith and at arms' length, without reduction for any cash payment, leasehold improvement allowance, Rent-free period or other inducement.

"Goods and Services Tax" means and includes any and all Goods and Services Taxes, 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, on Lawrence Avenue in the City of Kelowna, Province of British Columbia, more particularly described as Lot A, Plan 39412, 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.

"Premises" means that portion of the Building having the municipal address and located on the floor(s) set out in sub-clause 1.1(c), containing the aggregate number of square feet, more or less, of Rentable Area which is set out in sub-clause 1.1(c) and having the appropriate location and configuration shown cross-hatched on the plan(s) attached as Schedule A.

"Leasehold Improvements" means all fixtures, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Premises or in other premises in the Building with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes all partitions however fixed (including movable partitions) and includes 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.

"Prime Rate" means that 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 Goods and Services Tax payable by the Tenant.

"Rentable Area", whether in the case of a whole floor of the Building or in the case of premises comprising part of a floor of the Building, shall be determined by the Landlord's architect or Land surveyor according to the American National Standard Method for Measuring Floor Areas in Office Building ANSI 565.1 - 1980 (re-affirmed 1989), as published by the Building Owners and Managers Association International and in effect as at the Commencement Date.

"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 Building, 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.

"Tenant's Share" means the proportion of Taxes attributed to the Premises.

"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

RULES AND REGULATIONS

The Tenant shall observe the following Rules and Regulations (as amended, modified, or supplemented from time to time by the Landlord as provided in the Lease):

1. The Tenant shall not use or permit the use of the Premises in such manner as to create any objectionable noises, odours, or other nuisance or hazard, or breach any applicable provisions of municipal bylaw or other lawful requirements applicable thereto or any requirements of the Landlord's insurers and shall keep the Premises tidy and free from rubbish, and shall leave the Premises at the end of each business day in a neat and tidy condition.
2. The Tenant shall not abuse, misuse, or damage the Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended, and shall not deface or mark any walls or other parts of the Premises.
3. The Tenant shall not perform, patronize, or (to the extent under its control) permit any canvassing, soliciting, or peddling in the Building.
4. The Tenant shall not do anything that causes damage to the Building or in any way impairs the rights of the Landlord as owner of the Building.
5. The Tenant shall permit the entry of the Landlord at reasonable times into the Premises for the purposes of inspection and other lawful purposed.
6. The Tenant shall refer to the Building only by the name from time to time designated by the Landlord for it and shall use such name only for the business address of the Premises and not for any promotion or other purpose.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant and the Premises, and may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of Rules and Regulations shall not create or imply an obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.

SCHEDULE D

Tenant Responsibility Checklist Fortune Marketing Inc.		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					X	
Electrical field safety representative					X	
Electrical operating permit					X	
Electrical system preventative maintenance					X	
Electrical system repairs		X				
Electrical/lights - lamp & tube replacement					X	
Elevator equipment repairs (liability limit)		X				
Elevator maintenance contract		X				
Elevator operating permits		X				
Emergency lighting testing & repairs					X	
Exterior doors, windows, facades, etc.					X	
Fire alarm system repairs					X	
Fire alarm system testing & inspection contracts					X	
Fire extinguisher monthly & annual inspections					X	
Fire safety plan and fire drills					X	
Fire sprinkler system repairs		X				
Fire sprinkler system testing and inspection contracts		X				
Furnishings (maintain & replace)					X	
Garbage removal					X	
HVAC preventative maintenance					X	
HVAC repairs					X	
Insurance - automotive					X	
Insurance - liability					X	
Insurance - property, building		X				
Insurance - tenant owned furnishings & fixtures					X	
Insurance - tenant owned operation equipment, computers, & furnishings					X	
Interior walls, flooring, doors, ceilings, etc.					X	
Internet					X	
Janitorial services & supplies					X	
Kitchen Exhaust Hood preventative maintenance						X

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

SCHEDULE E



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:

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • 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 \$ <u>2,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive

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

1. 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.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name _____

Title _____

Company (Insurer or Broker) _____

Signature of Authorized Signatory _____

Date _____

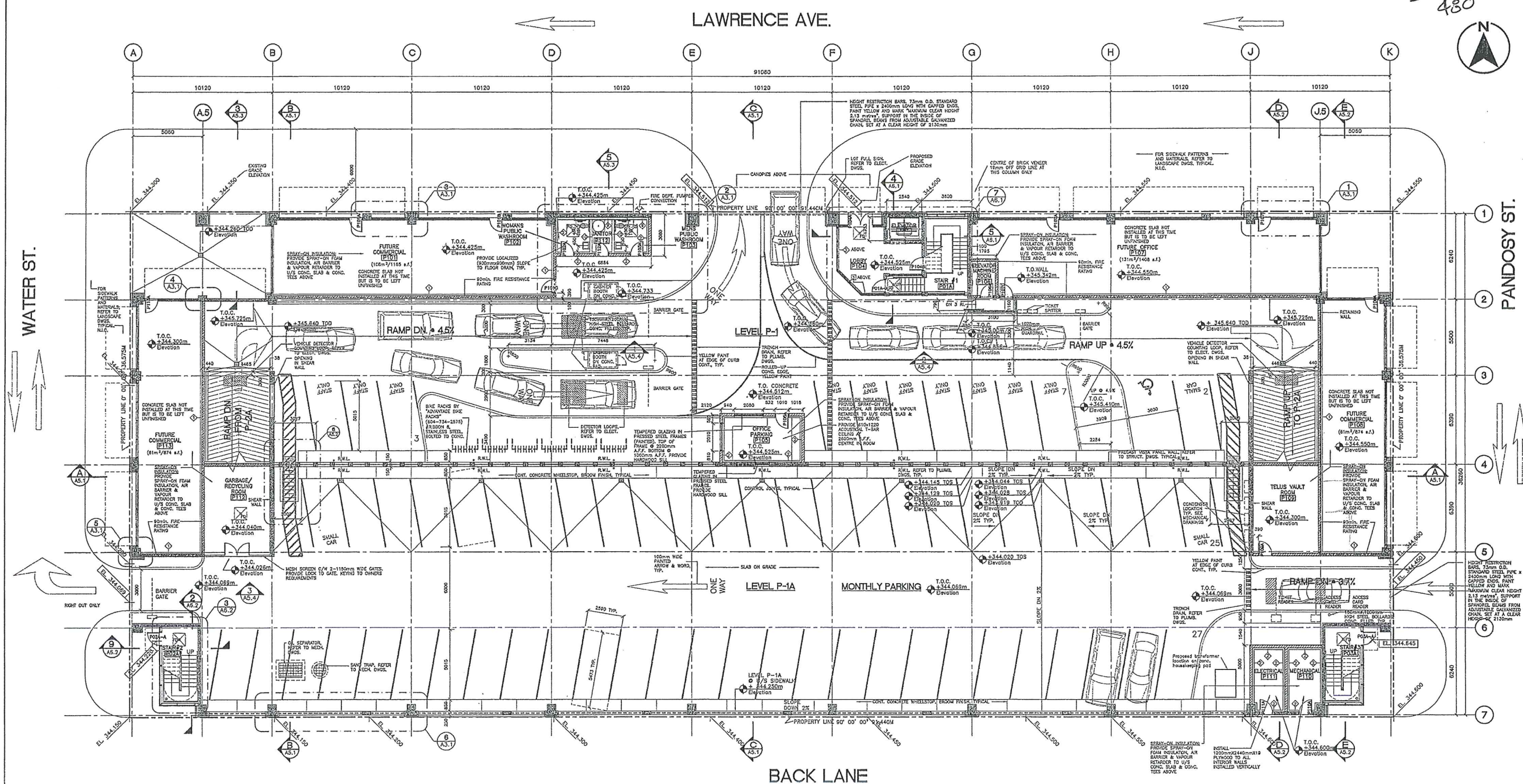
SCHEDULE F

CHAPMAN PARKADE LEASES

TRIPLE NET BUDGET
BASE YEAR 2013

ITEM	\$/SQ. FT.	PER ANNUM
Audit/Review	0.10	140.80
Landscape Maintenance	0.05	70.40
Management Fees	0.60	844.80
Repair & Maintenance	0.39	549.12
Sewer, Water, Garbage, Recycling	0.40	563.20
Snow Removal	0.05	70.40
Supplies	0.05	70.40
Exterior Window Cleaning	0.15	211.20
Electrical	1.39	1,957.12
Insurance	0.18	253.44
Property Taxes	2.66	3,747.94
TOTAL PER ANNUM		8,478.82
TRIPLE NET MONTHLY	6.02	706.57

1-52+12
2-104
3-104
4-104
5-104
480



REV	DATE	DESCRIPTION
2	A	010701 ISSUED FOR CONSTRUCTION APPENDIX INCORPORATED
1	-	20AUG01 ISSUED FOR BUILDING PERMIT AND TENDER

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SEAL

PBK Architects Inc.
1770 WEST 7th Avenue Suite 200
VANCOUVER, BC V6J 4Y6
TEL: (604) 736-5329
FAX: (604) 738-1519

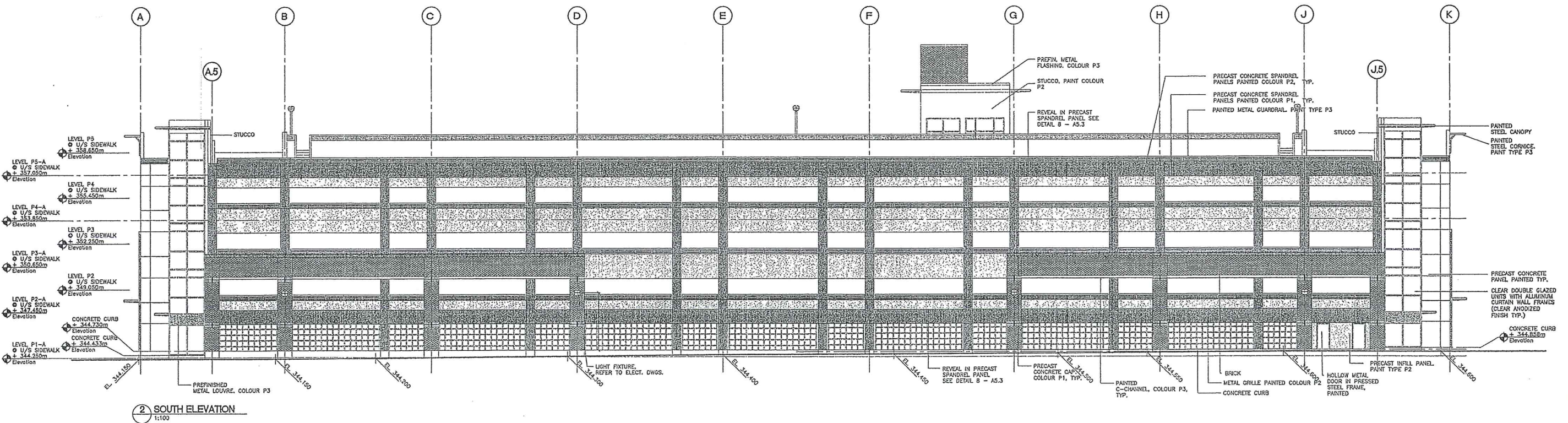
CITY OF KELOWNA
CHAPMAN PARKADE

DESIGNED
DRAWN
CHECKED
APPROVED
SCALE
DATE

AL/M.G.
J.F./P.W.
K.G.
P.D.
1:100
14/06/01

ARCHITECTURAL
P1 FLOOR PLAN

PROJECT NO.
01507
DRAWING NO.
A21

318

FORTUNE MARKETING

REAL ESTATE SALES & MARKETING

COMMITTED TO CRAFTING AND EXECUTING CUSTOMIZED
MARKETING AND SALES SOLUTIONS IN AN EVER-CHANGING
MARKETPLACE

ABOUT US

Fortune Marketing (established in 2012) is comprised of a dynamic group of professionals, each with a passion for real estate. We specialize in the branding, consulting, marketing and sales of pre-development projects. We also have been hired to rejuvenate current sales programs in existing projects.

Fortune Marketing provides comprehensive advisory services which include: strategic collaboration with developers and their architects to ensure optimum space design for each project, the creation of compelling brands, advice on the creation of distinctive and unique marketing materials, and most importantly: intelligent, honest and experienced agents.

[GET TO KNOW OUR TEAM](#)

OUR TEAM



HOLLY MACDOUGALL

BUSINESS ADMIN/PARTNER

Holly is our in-house Business Administrator. Holly excels at customer service and holds a Diploma in Hospitality and Tourism with a Marketing Major. Holly has over 15 years of administrative and customer service experience. She spent six years working as a Legal Assistant at a Vancouver Business Law Firm, and most recently held a Corporate Receptionist/Administrative Assistant position at a large Global Company, who maintains their Corporate Head office in Vancouver.



DON WARKENTIN

PARTNER

Don has over 25 years experience managing one of the top commission sales forces in Canada. As a former SVP and Director of Merrill Lynch, Don managed the Canadian sales force into becoming one of the top-producing teams in North America. Over the past 10 years, Don has been an avid investor, buying and selling real estate in the Okanagan and the Lower Mainland. Don is a very active investor in the North American stock markets, has his finger on the pulse of the global economies and is up to date on global real estate markets.

OUR PROJECTS

ALL CURRENT PAST



SERVICES

Marketing and selling residential project developments is all we do. As it is our entire focus we have developed a seamless process that generates consistently profitable results. Fortune Marketing will handle all aspects of project marketing, sales, and sales management, and offer assistance with the following key areas:



PUBLIC RELATIONS

Behind every brand is the story that propels it. At Fortune Marketing we help you craft your brand's story and then effectively and comprehensively deliver it across various media channels. We facilitate the articulation of your objectives and promote the strategic and consistent presentation of your brand messaging.



SALES

At Fortune Marketing we have access to a significant database of experts, buyers, and real estate agents within our network. We consult with industry leaders and real estate professionals and utilize proven lead generation strategies that cultivate pre-launch sales. Our knowledgeable sales representatives are present during the entire process and will guide buyers from inception through to completion.



MARKETING

Fortune Marketing is a full service marketing agency that creates innovative campaigns for our clients. We strive to use the optimal mix of online, traditional, and onsite marketing to reach your target audience. We begin by developing an overall marketing strategy then move on to create a detailed master marketing plan for all phases. Our approach allows us to maximize our clients' opportunities to achieve their



BRAND CREATION

Proper branding is the key to sales success and is an integral part of our process. We assist the development team to plan the product offering and define their target market audience. Using the latest techniques in market study and research we assist our clients in creating branding that compels buyers to act.

***Market Rent Estimate
Chapman Parkade Leases
315 - 375 Lawrence Avenue
Kelowna, British Columbia***

PREPARED FOR:

***CITY OF KELOWNA
1435 WATER STREET
KELOWNA, BRITISH COLUMBIA***



Kent Macpherson

Adrian Rizzo, AACI, P. App

January 21, 2013



Kent Macpherson

January 21, 2013

City of Kelowna
1435 Water Street
Kelowna, BC
V1Y 1J4

Attention: Tammy Abrahamson, Property Manager

Dear Madam:

**Re: Market Rent Estimate
Chapman Parkade Commercial Units
315 - 375 Lawrence Ave
Kelowna, British Columbia**

As requested, a current market rental review has been completed regarding the above described property. The primary purpose of the appraisal is to estimate the current triple net market rental rate for the commercial tenancies within the subject property in order to assist in lease renewal negotiation. The effective date of the current value estimate is January 15, 2013. The rental value of the subject as of the effective date of appraisal is estimated at **\$14.50 per square foot for 315 and 375 Lawrence Avenue and \$15.00 per square foot for 1615 Water Street and 1616 Pandosy Street.**

A summarized description and analysis leading to the conclusion of the estimated market rental rate is included in the attached report. This report contains 22 pages of text and an Addenda of 2 exhibits. Should you require further information or discussion regarding this report, please do not hesitate to contact the writer.

Sincerely,

KENT-MACPHERSON

Per:


Adrian Rizzo, AACI, P. App.

Dennis Parkhill, AACI, P.App, RI
Rodney S. Cook, AACI, P.App, RI, C.Arb.
Lionel B. Hoffmann, AACI, P.App, BBA

Sean Hughes, AACI, P.App, RI
Russ Martinuik, AACI, P.App
D. Allan Beatty, AACI, P.App

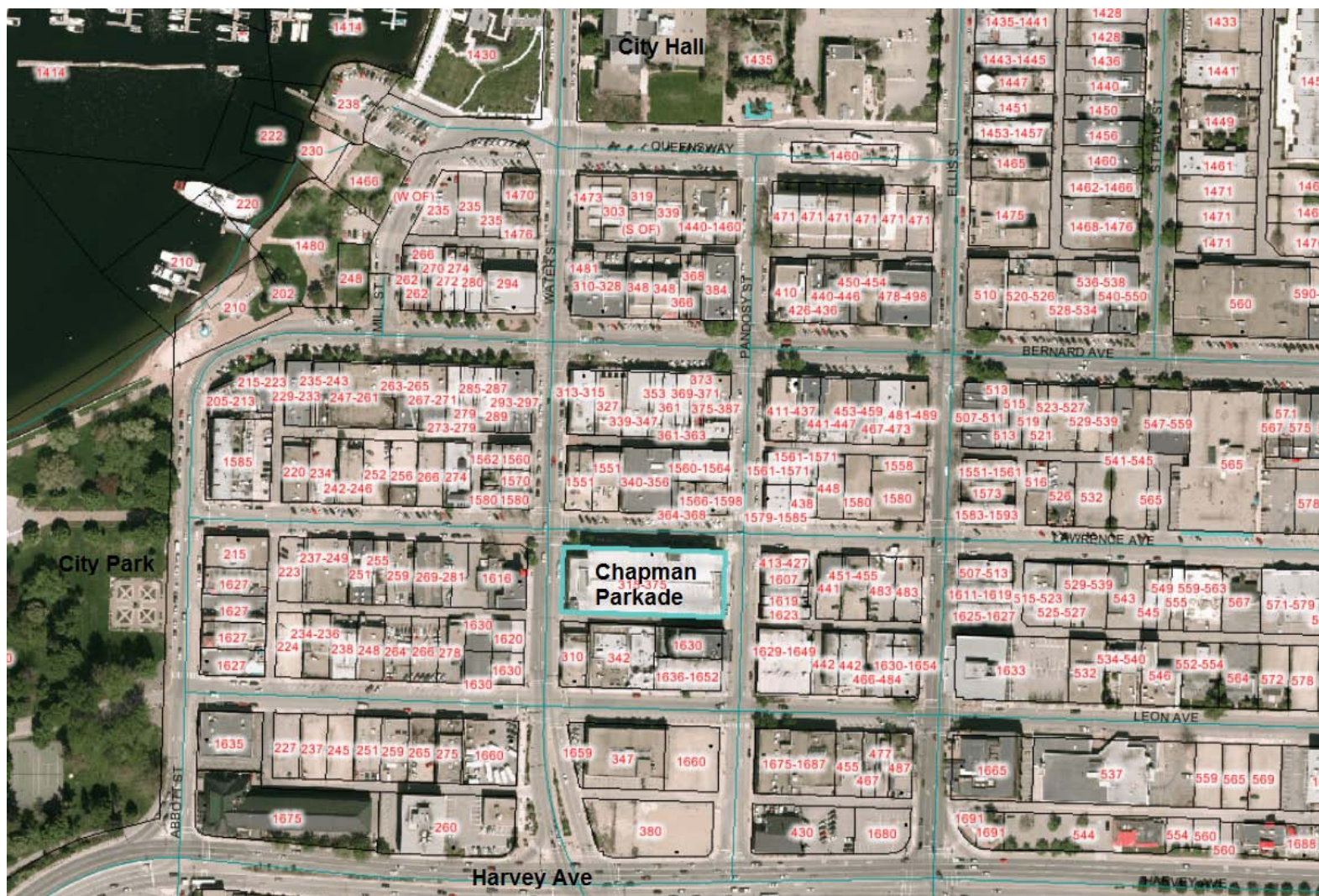
Adrian Rizzo, AACI, P.App
Clifford Smirl, AACI, P.App

LEASE AGREEMENT

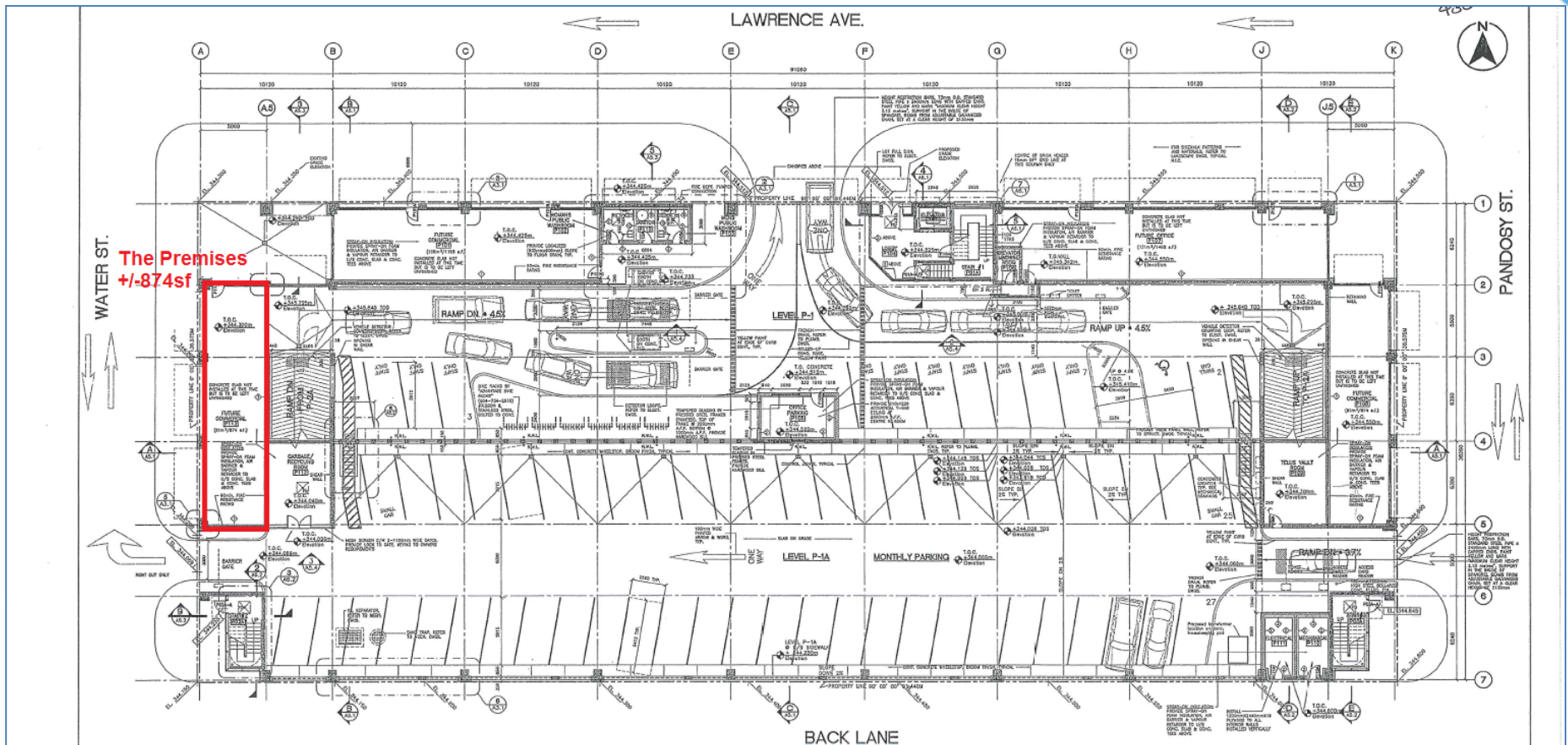
1615 Water Street (Chapman Parkade)



LOCATION



CHAPMAN PARKADE FLOOR PLAN



LEASE DETAILS

- ▶ Area: +/- 874 square feet
- ▶ Lease rate: \$15.00-\$17.00/sf
- ▶ Commencement Date: Dec 1, 2014
- ▶ Term of Lease: 5 years
- ▶ Renewals: 1 x 5 years

Report to Council



Date: September 29, 2014
File: 1140-45
To: City Manager
From: Johannes Saufferer, Manager, Property Management
Subject: **NON-MARKET LEASE: KELOWNA OUTRIGGER CANOE CLUB ASSOCIATION
(3020, 3030, 3040 and 3050 Abbott Street)**

Recommendation:

THAT, subject to the successful rezoning of the relevant City-owned lands, Council approve the City entering into a five (5) year Lease Agreement with the Kelowna Outrigger Canoe Club Association for the lease of 3020, 3030, 3040 and 3050 Abbott Street, with the option to renew for two (2) additional two (2) year terms, in the form attached to the Report of the Manager, Property Management, dated September 29, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the Lease Agreement.

Purpose:

To approve a lease of City-owned lands at 3020, 3030, 3040 and 3050 Abbott Street (the "Subject Properties", as shown in Schedule A) to the Kelowna Outrigger Canoe Club Association (the "Paddle Center") for a term of 5 years with two 2-year renewal terms.

Background:

Recognizing the public benefit and service provided by the Paddle Center, the City of Kelowna and the Paddle Center entered into a three year License of Occupation over City lands at 3050 Abbott Street in July 2013, as supported by a Temporary Use Permit.

The properties constituting the future Pandosy Waterfront park are currently in the midst of a rezoning process, with the land use undergoing a change from RU1/RU3 (Large and Small Lot Housing) to P3 (Parks & Open Space). As the Paddle Center use fits the future P3 land use, the existing requirement for a Temporary Use Permit will no longer be applicable.

A paddle center oriented use for the Subject Properties was supported by a previous council report dated June 18, 2014, wherein Staff "identified the opportunity to expand the Paddle Center as an interim measure to include the northernmost single family home (3020 Abbott Street) in the Pandosy Waterfront site while the club continues to grow". Based on council support for this initiative and the success of the Paddle Center at its current location - both

as an organization and a member of the neighborhood - Staff and the Paddle Center have drafted a lease agreement to allow for the proposed expansion. A copy of the agreement is attached to this report as Schedule B

Paddle Center

The Paddle Center is a key addition to the City's sport delivery system, creating new opportunities for members of the public to participate in a healthy, active, lifestyle in a non-motorized way that fits the City's mandate of environmental stewardship. Additionally, the Paddle Center, as a representative of a significant portion of the City's organized paddling community, continually demonstrates good governance and organizational practices.

As articulated in previous reports, key community benefits associated with the expanded Paddle Center site include the following:

- Ability to attract additional members through improved facilities (restrooms, meeting areas, etc);
- Ability to increase the type and level of services provided as a result of increased storage capacity and better access to the waterfront; and,
- Creation of a 'fixed' Paddle Center address and building to facilitate and encourage drop-ins, visitors, and overall increased community/Paddle Center interactions.

Lease Agreement Summary

A summary of the key terms and conditions associated with the attached lease agreement is as follows:

Commencement Date:	December 15, 2014
Initial Term:	5 years
Renewal Terms:	2 x 2 years (4 years total)
Annual Base Rent:	\$2,500/year for first 2 years \$1/year thereafter
Rent Type:	Carefree to landlord
Permitted Use:	Paddle Center
Reserve Contribution Requirement:	\$2,500-\$5,000/year
Termination Clause:	6 months (reciprocal)

The lease terms as summarized above are generally typical of non-market lease agreements with similar organizations that the City partners with, including the Kelowna Badminton Club, the Curling Club and the Lawn Bowling Club. A summary of comparable non-market leases is shown below:

Sample of Municipal Non-Market Lease Agreements				
Organization	Paddle Center	Lawn Bowling Club	Curling Club	Badminton Club
Initial Term:	5 years	1 year	17 years	5 years
Renewal Terms:	2 x 2 years	4 x 1 year	n/a	n/a
Annual Base Rent:	\$1	\$1	\$1	\$1
Taxes Paid By:	Tenant	Tenant	Tenant	Tenant
Utilities Paid By:	Tenant	Tenant	Tenant	Tenant
Facility M&R Paid By:	Tenant	Tenant	Tenant	Tenant
Tax Exemption:*	-	Yes	Yes	Yes
Reserve Contribution:	\$2,500-\$5,000/year	None	None	None
Termination Clause:	6 months	90 days	12 months	60 days
<i>*Organization applied and qualified for Permissive Tax Exemption in 2014</i>				

In order to ensure that the Paddle Center continues to meet the expectations of the City in terms of level and type of services provided to the community, the lease agreement makes reference to specific standards that the Paddle Center is expected to adhere to - both as an organization, and as a service provider. This includes: goals with respect to membership levels, requirements on the types and number of programs offered, and specific community participation goals, including program participants and facility visitors.

Although funds for the construction of the Pandosy Waterfront park are presently not available, the proposed lease agreement addresses this eventuality by giving the City the flexibility of relocating the Paddle Center to an alternate location or, if necessary, terminating the lease agreement.

Internal Circulation:

Divisional Director, Active Living & Culture
 Director, Financial Services
 Manager, Sport & Event Development
 Manager, Building Services
 Manager, Strategic Land Development
 Manager, Urban Planning

Legal/Statutory Authority:

Section 26(3) - Community Charter

Legal/Statutory Procedural Requirements:

At the public council meeting of September 15, 2014, council granted first reading for the proposed rezoning of the various properties comprising the Pandosy Waterfront - including the Subject Properties - from their current zoning of RU1/RU3 to the proposed zone of P3. The Public Hearing associated with the rezoning process is scheduled for October 7, 2014. The proposed use of the Subject Properties by the Paddle Center is in conformity with the proposed P3 zone, and the lease agreement is conditional upon the successful rezoning of the properties to P3.

The existing City property at 3020/3030/3040 Abbott Street is currently occupied on a residential basis. The tenancy agreement with the existing tenant is a periodic tenancy; as

such, in order to satisfy the requirements of the *Residential Tenancy Act*, the City is required to provide 60 days, or two full months, notice of termination. The lease commencement date of December 15th, 2014 ensures that the City will be able to meet its contractual obligations to the existing tenant.

Considerations not applicable to this report:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

In light of the above, the Property Management Branch requests Council's support of this lease.

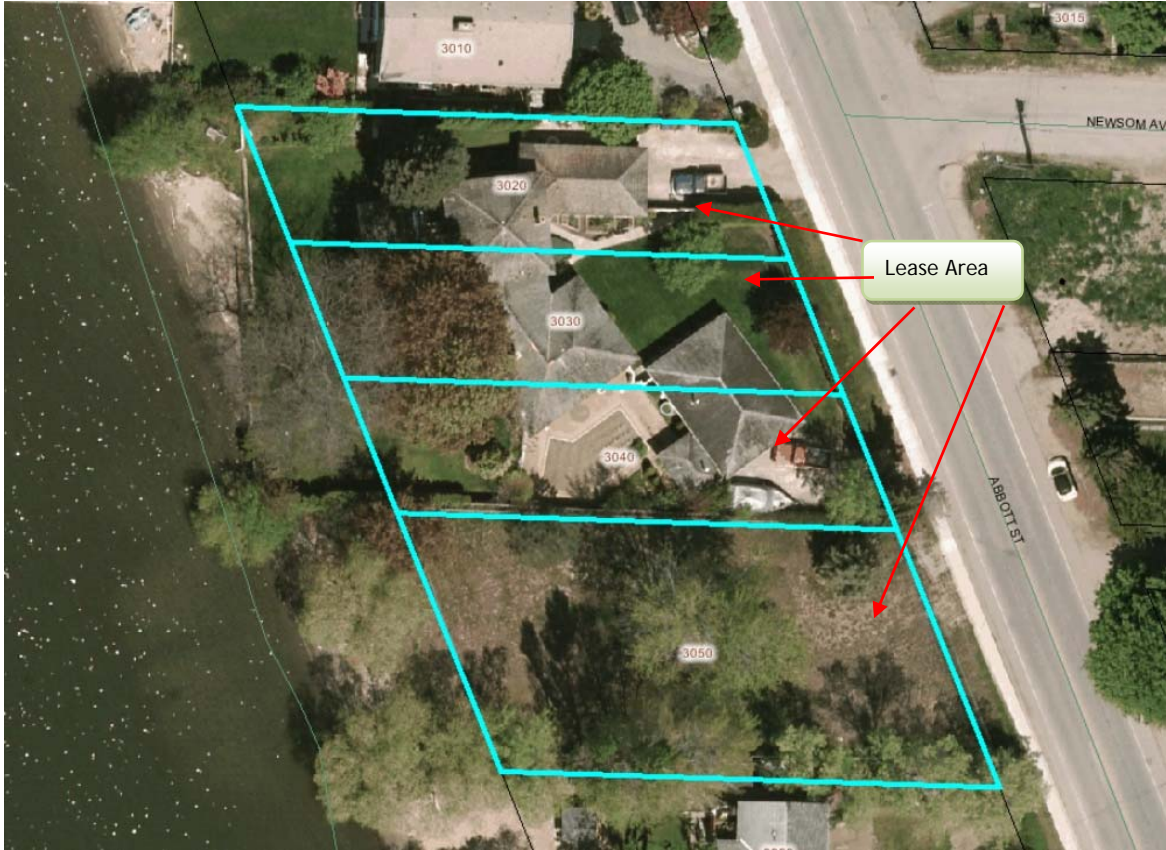
Submitted by: J. Saufferer, Manager, Property Management

Approved for inclusion: D. Edstrom, Director, Real Estate & Property Services

Attachments: Schedule A: Lease Lands
Schedule B: Lease Agreement

cc: J. Gabriel, Divisional Director, Active Living & Culture
G. Davidson, Director, Financial Services
D. Backmeyer, Manager, Sport & Event Development
M. Johansen, Manager, Building Services
G. Hood, Manager, Strategic Land Development
R. Smith, Manager, Urban Planning

THE LEASED PREMISE
3020, 3030, 3040 and 3050 Abbott Street



MUNICIPAL FACILITY LEASE

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:

KELOWNA OUTRIGGER RACING CANOE CLUB ASSOCIATION
(d.b.a. Kelowna Paddle Center)
#392 Christleton Avenue, Kelowna, B.C. V1Y 5H7

(the "Tenant")

OF THE SECOND PART

Preamble

Whereas:

- A. The Landlord has a long history of supporting paddling sports, as evidenced by the 100 year history of the Kelowna Regatta and the development of various paddle based clubs and events; and,
- B. Paddling continues to be a strong and growing activity in the community; and,
- C. The Landlord recognizes that the Tenant has the potential to bring significant benefits to the community as a whole, including:
 - a new opportunity for participating in a healthy active lifestyle;
 - a new addition to the Landlord's sport delivery system;
 - opportunity for community members to learn new skills;
 - the ability to take advantage of the region's biggest natural asset (Okanagan Lake)
 - development of a non- motorized sport that fits complements the Landlord's commitment to environmental stewardship; and,
 - the potential for hosting of paddle based events;
- D. The Tenant is a not-for-profit society registered (#S-0049788) under the *Society's Act (British Columbia)* with the mandate of promoting, developing and encouraging outrigger canoeing, kayaking, stand up paddle boarding and other water based activities for the physical, competitive, and social well-being of the members of the Society and of the Central Okanagan community as a whole; and,
- E. The Tenant wishes to continue to develop paddling sport in the City of Kelowna by bringing various paddling disciplines under one organizational structure and location; and,
- F. The Tenant and the Landlord previously entered into a License of Occupation dated July 13, 2013 for the property located at 3050 Abbott Street.

Therefore the Landlord and the Tenant wish to enter into the lease agreement (the "Agreement") as described below, which Agreement is intended to supersede all previous agreements between the Landlord and the Tenant, including the License of Occupation.

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12. Insurance and Liability
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THIS LEASE, dated the 29th day of September 2014, 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

1.1 Basic Terms

- | | | |
|-----|-------------------------------------|--|
| (a) | Landlord:
Address of Landlord: | City of Kelowna
1435 Water Street
Kelowna, B.C. V1Y 1J4
Email: jsaufferer@kelowna.ca |
| (b) | Tenant:
Address of Tenant: | Kelowna Outrigger Racing Canoe Club Assn.
#392 Christleton Avenue
Kelowna, B.C. V1Y 5H7 |
| (c) | Premises: | 3020/3030/3040/3050 Abbott Street
Lots 1, 2 and 3, Plan KAP53240 and
Lot B, Plan KAP10727 (see Schedule A) |
| (d) | Initial Term:
Commencement Date: | Five (5) years
December 15, 2014 |
| (e) | Renewal Term (if any): | Two (2) terms of Two (2) years
at the City's sole discretion |
| (f) | Annual Base Rent : | \$2,500/year in Year 1 and Year 2
\$1/year thereafter |
| (g) | Property Taxes: | Tenant to pay |
| (h) | Utilities: | Tenant to pay |
| (i) | Permitted Use: | To occupy the Premises for the purpose of
establishing and operating a Paddle Center. |

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	Site Plan of Premises and License Area
B	Definitions
C	Reserve Fund Contribution Schedule
D	Operational/Business Requirements
E	Incorporation Documents
F	Landlord & Tenant Responsibility Checklist
G	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, and the related License, 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, at its sole discretion, may grant to the Tenant at the Tenant's expense a renewal lease of the Premises for Two (2) terms of Two (2) years upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained. There are no further rights of renewal.

3.3 Transferability of Lease

The Landlord and Tenant agree that the Landlord may require the use of the Lands for the development of a park at any time during the initial 5 year term or during the renewal terms. Based on this possibility, the Landlord and Tenant agree that, should the need arise, the Landlord may, at its sole discretion, transfer this Lease agreement to other lands acceptable to the Tenant owned by the Landlord in the immediate vicinity of the Lands.

4. RENT

4.1 Rent

The Tenant shall yield and pay to the Landlord 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(f) 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 including all applicable real estate taxes and other charges.

4.2 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.

4.3 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.

4.4 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.

4.5 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. The Tenant 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.

4.6 Interest on Overdue Rent

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

4.7 Contributions to Reserve Fund

In addition to the nominal Rent as set out in section 1.1(f) of this Agreement, the Tenant shall establish and maintain a building contingency reserve fund (the "Reserve Fund") and shall make lump-sum contributions to the Reserve Fund in accordance with the manner as set out in Schedule C to this Agreement (the "Reserve Fund Contribution") on or before the first day of each year of the Term.

4.8 Use of Reserve Fund

The Tenant and Landlord agree that the Tenant may draw on the Reserve fund (together with all accrued interest). The Tenant agrees that it is obligated to consult with the Landlord for use of the Reserve Fund, which use is to be limited to the following purposes:

- (a) any substantial repairs or capital replacement expenses related to the Premises to be performed by the Tenant under section 7.1; and,
- (b) demolition of any buildings or improvements on the Premises, and site rehabilitation; and,
- (c) any other purpose, provided the Tenant receives written permission to use the Reserve Funds for such use from the Landlord.

4.9 Landlords Access to Reserve Fund

In the event that the Tenant does not use the Reserve Fund to fulfill its obligations as per the terms and conditions of this Agreement, the Landlord may incur the necessary expenses at its own cost and recover these expenses from the Tenant, provided that the recovered expenses are no greater than the amount of the existing funds in the Reserve Fund.

4.10 Unused Reserve Fund

Upon expiration or cancellation of this Lease agreement and provided that the Tenant has no obligations, expenses, fees or dues owing to the Landlord or any other third-party to which the Landlord may be liable, any funds remaining in the Reserve Fund may be used by the Tenant at their sole discretion in a manner which furthers the goals and mission of the Tenant.

- (a) Should the Tenant cease to operate in good standing as a registered not-for-profit society under the Society's Act (British Columbia), any funds remaining in the Reserve Fund will be transferred to the Landlord.

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(i) herein and not for any other purpose.

(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.

To the best efforts of the Tenant, to maintain a positive relationship with the immediate neighbors and the community adjacent to the Premises, with the intent of minimizing conflict by promptly addressing public concerns raised regarding noise levels, facility use, hours of operation, on-site debris and waste, parking, and any other public concerns as deemed relevant by the Landlord.

(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) Branding

- i. The Tenant shall have the right to select the name for the Premises in accordance with this section. The Landlord will respond to any facility naming requests within a reasonable timeframe.

- ii. the Landlord and the Tenant will comply with Landlord-approved guidelines and policies for the naming and branding of the Premises, for which City of Kelowna Council approval is required;
- iii. any branding and sponsorship within the Premises must be appropriate to families and children and in keeping with the Landlord's values of equity, accessibility, health, respect and the dignity of the individual;
- iv. the Landlord and the Tenant will collaborate to determine cross-promotional opportunities using both Landlord and Tenant's marketing channels;
- v. the Landlord will receive the first right of refusal for approximately five (5) percent of available marketing and advertising space to cross-promote other Landlord initiatives and facilities; and
- vi. the Landlord will work with the Tenant to develop an appropriate level of recognition in a prominent location for the use of Landlord-owned lands.

(k) 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.

(l) 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.

(m) Conduct of Business

In order to further the Tenant's mission of building and supporting paddling sport in the Central Okanagan, the Tenant shall provide, at minimum, the services as described in Schedule D to this Agreement. Any changes to the components of the Tenants business plan as shown in Schedule D require the express written permission of the Landlord.

(n) Status of Tenant

The Tenant shall at all times be in good standing as a registered not-for-profit society under the *Society's Act (British Columbia)*. The Tenant shall, on an annual basis, provide;

- a list of the society's incorporation documents;
- a copy of the Tenants current incorporation documents; and,
- a list of the society's board of directors.

The Tenant must provide the Landlord written notice in the event of any changes to the incorporation documents. If the Landlord deems that any changes to the Tenant's registered status have a material impact on the Tenant's mission, goals and objectives with respect to supporting paddling in the Central Okanagan, the Landlord may terminate this lease as per section 16.6 of this Agreement.

(o) Accounting, Records and Reporting

Appropriate members of the Tenant and the Landlord will meet on a quarterly basis to discuss the operation of the Premises and to update the Landlord as to the financial circumstances of the Tenant. Such review will include, but not be limited to actual and budgeted expenses and revenues, budgetary shortfalls, facility maintenance status, schedules and programs and attendance.

Within 90 days of the end of each operating year, the Tenant will provide to the Landlord:

- i. Board approved financial statements in respect of operations for that operating year and a comparison of revenues and expenses with the budget; and,
- ii. A comprehensive Annual Report on a form provided by the Landlord, summarizing the management of and activities of the Tenant in that operating year, and including information regarding, but not limited to:
 - Program activities, events and services;

- Statistical summary of program registration, and general attendance participation levels;
- Membership and boat storage revenues;
- Staffing levels and staff training;
- Accomplishments, challenges, issues and trends;
- Safety issues and measures;
- Recommendations and objectives for future years;
- Customer service satisfaction and public comments (including complaints);
- Facility maintenance program summary; and,
- Detailed breakdown of membership statistics.

(p) Maintenance Responsibilities

The Tenant and the Landlord agree to the Tenant Responsibility Checklist attached to this Agreement as Schedule F.

(q) Tobacco Sales

The Tenant will not permit the sale of tobacco products on the Premises.

(r) Parking

The Tenant will adhere to the current parking available on the Premises. Any changes to parking on the Premises and the development of a parking strategy must be completed in conjunction with the Landlord.

The Tenant will encourage visitors to the Premises to use alternate means of transportation so as to minimize the impact of parking on the immediate neighborhood.

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.

(b) Rezoning of Property

The current zoning of the property does not include the Permitted Use. While the Landlord intends to rezone the Premises to allow for the Permitted Use prior to the Commencement Date, the Landlord makes no guarantees or assurances in this regards. In the event that the zoning of the Premises does not allow for the Permitted Use prior to the Commencement Date, this Agreement will become null and void, with neither party liable to the other for any expenses or costs associated with this Agreement.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Tenant's Repairs

The Tenant covenants with the Landlord 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. Further to this, the Tenant covenants and agrees:

- (a) 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; and,
- (c) to prepare and submit an annual preventative maintenance plan with a reporting out schedule. The plan must be presented to the Landlord on the anniversary date of the Lease.

7.2 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 Tenant, may 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, then the Landlord will give written notice to the Tenant terminating this Lease agreement, whereupon the Tenant will give up vacant possession of the Premises no later than 60 days after the delivery of the notice.

7.3 Service Interruptions

The Tenant acknowledges to the Landlord that the Tenant's right to quiet enjoyment, as per 6.1(a) of this Lease, 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.

8. TAXES AND OTHER COSTS

8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

- (a) to pay when due, all Property Taxes, 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.

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 Security 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 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 G 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. This indemnity shall survive the expiry or termination of 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.

(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.

(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 or 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 sub-tenants 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 winding-up 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 or License Area by the Tenant or any assignee, sub-tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises or License Area 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 re-enter 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 and License Area to the Landlord in accordance with clause 16.9.

16.5 Right of Termination – No Default

In the event that the Landlord requires the use of the Premises for whatever reason, the Landlord shall have the right to terminate this Lease after giving the Tenant Six (6) months written notice of the Landlord's intention to terminate. The Tenant shall have the reciprocal right to terminate the lease upon Six (6) months written notice to the Landlord.

16.6 Right of Termination – With Default

In the event that the Tenant is in default of its covenants as per Section 5.0 or any other Tenant commitments and obligations as per this Agreement, the Landlord shall provide written notice of said default to the Tenant. If sent by mail, the default notice shall be deemed to have been received by the Tenant 3 days after the mailing date of the notice. If the default has not been remedied to the satisfaction of the Landlord 18 days after the default notice was mailed to the Tenant, this Agreement will terminate at midnight on the 18th day after the default notice is mailed.

16.7 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, 16.5 or 16.6, then without prejudice to the Landlord's other rights and remedies:

- (a) 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 and License Area in good order, and the expenses of repairing the Premises and preparing them for re-letting.

16.8 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.

16.9 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.

16.10 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 is a firm or corporation) or delivered or mailed (by prepaid registered mail) to 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 or 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 non-occurrence 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 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 16.10 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 Agreement.

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

Kelowna Outrigger Racing Canoe)	
Club Association:)	
)	
)	Witness
)	
)	1435 Water Street
)	Address
JOEY HARTZ)	
)	Executive Assistant
)	Occupation

SCHEDULE A

THE LEASED PREMISE
3020, 3030, 3040 and 3050 Abbott Street



SCHEDULE B

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.

“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 on Abbott Street Bernard Avenue in the City of Kelowna, British Columbia, more particularly described as Lots 1, 2 and 3, Plan KAP53240 and Lot B, Plan KAP10727.

“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 land and building at 3020, 3030, 3040 and 3050 Abbott Street, Kelowna, BC as set out in sub-clause 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 Good 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.

Tenant’s Share” means the proportion of Taxes attributed to the Premises.

“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 – Reserve Fund Contribution

Year	Payment to Reserve
1	\$2,500
2	\$2,500
3	\$5,000
4	\$5,000
5	\$5,000

Reserve fund contributions to be reviewed for any lease renewal periods.

SCHEDULE D – Paddling Center: Operational/Business Requirements

The Tenant is a community driven, public initiative to encourage healthy, active lifestyles through building and growing the paddling community.

Key Business Plan Components:

- membership recruitment and fees;
- recreational canoe and kayak and SUP storage fees;
- development of a comprehensive paddling program;
- rental of canoes, kayaks and SUP's;
- development of paddle sport based events;
- development of a competitive paddle program for members;
- sponsorship.

The Tenant will grow the sport by investing in program and club development, coach development and recruitment, facility enhancement, recruiting and maintaining members, developing a sustainable financial model and establishing community presence.

Tenant objectives of the Club include the following:

- a. To secure water accessible location that will provide a central meeting place for paddling sport;
- b. To create a governance structure that is representative, accountable, transparent and sustainable;
- c. To create community awareness of the Tenant, it's activities and it's accomplishments;
- d. To increase visibility and understanding of paddle sport to the general public.;
- e. To establish a safe, friendly, encouraging, challenging and fun environment for members and participants;
- f. To promote membership, boat storage and program opportunities through a comprehensive marketing program
- g. Development of a comprehensive paddling program open to all members of the community, that includes;
 - Youth and School programs.
 - Learn to Paddle programs.
 - Adaptive Paddling programs.
 - Recreational to Race programs.
 - Seniors Paddling programs.
 - Coaching Clinics –and Water Safety programs.
 - Events and competitive opportunities

This programming goals and annual plan will be updated on an annual basis over the duration of the lease to reflect actual results and a changing environment. The Club, while leading this exercise, will ensure City staff are included in the process

PROGRAMMING GOALS	Metric
Grow club membership	<ul style="list-style-type: none"> • 250 registered members by Dec 2015 • Further develop membership structure – family memberships, associate memberships, social memberships
Ensure effective governance	<ul style="list-style-type: none"> • Development of Board of Directors and Club Officers • Development of organizational structure • Supply City with minutes of board meetings • City liaison attends board meetings and AGM • Develop HR Policy (job descriptions, etc)
Extend duration of operational season	<ul style="list-style-type: none"> • Participation in paddling activities from Apr through Oct
Enhance program content	Variety of programs offered <ul style="list-style-type: none"> • Learn to Paddle programs for children and adults – 20/year • Stroke improvement clinics for adults – 10/year • Weekly “training sessions” for members – 5/week • Club members participate in 6 out of town races
Facility enhancement	Provide City with Detailed report on facility upgrades <ul style="list-style-type: none"> • 30 additional indoor storage spaces • 40 additional outdoor storage spaces • Additional facility amenities – indoor washrooms, change rooms, meeting space
Expand community participation	<ul style="list-style-type: none"> • Number of non-members accessing facilities – 500/year • Number of guests – 400/year • Number of program participants – 300/year • Enhance social media • Number of monthly facility visits – 1000/year
Continue to develop positive community relationships	<ul style="list-style-type: none"> • Ongoing communication with neighbours, area residents, KLONA, business community in South Pandosy • Create partnership with at least 1 or more local businesses • Host 2 open houses
Develop Financial viability	<ul style="list-style-type: none"> • Demonstrate balanced budget in 2015

SCHEDULE E – Incorporation Documents

FORM 3

SOCIETY ACT

CONSTITUTION OF KELOWNA OUTRIGGER RACING CANOE CLUB ASSOCIATION ✓

1. The name of the Society is Kelowna Outrigger Racing Canoe Club Association. ✓

2. The purposes of this Society shall be to:

2.1 promote, develop and encourage the sport of canoeing and other athletic and aquatic activities for the physical, competitive and social well-being of the members of the Society and of the Central Okanagan community as a whole;

2.2 provide and promote financial assistance to society members who compete in the sport of canoeing;

2.3 to acquire by purchase, lease, gift, or otherwise, and to build, construct, erect, operate and maintain any and all facilities, improvements and equipment;

2.4 manage, develop, improve, exchange, rent, allow the use of, lease, mortgage, dispose of or otherwise deal with all or any of the property, assets, equipment, or rights of the Society as the Society may decide upon from time to time;

2.5 raise, borrow, provide or otherwise secure funds in such a manner as the Society may see fit and, in particular, by mortgage or by issue of notes, bonds, debentures, security agreements or otherwise charged upon all or any of the Society's assets or property and to redeem and pay same;

2.6 do all such things as are incidental or conclusive to the attainment of any of the above purposes or for the necessary and proper operation of the Society;

3. If the Society is wound up or dissolved then the funds and assets of the Society remaining after the satisfaction of its debts and liabilities shall be given or transferred to such organization or organizations concerned with the social problems or organizations promoting the same purposes of this Society as may be determined by the members of the Society at the time of winding up or dissolution. If effect cannot be given or transferred to some other organization provided that such other organization referred to in this paragraph shall be a charitable organization or charity recognized by the Department of National Revenue as being qualified time to time in effect. This clause is unalterable. ✓

4. The above purposes of the Society shall be carried out without purpose of gain for its members, and any profits or other accretions to the Society shall be used for promoting its purposes, and all of the above purposes shall be carried out on an exclusively charitable basis. This clause is unalterable. ✓

BYLAWS

The bylaws of the Kelowna Outrigger Racing Canoe Club Association are those set out in Schedule "B" to the Society Act. ✓

FILED AND REGISTERED

OCT 11 2005

REGISTRAR OF COMPANIES

Dated the 29th day of August, 2005, at the City of Kelowna, Province of BC. ✓

WITNESS:

Wanda Murinko ✓
Witness Signature

WANDA MURINKO
Address

Legal Assistant

902 - 1708 DOLPHIN AVE.

KELOWNA, BC V1Y 9S4

PH (250) 979-4444 FAX (250) 979-4445
Occupation

1.

Kevin Kingston

1870 MAPLE ST.

KELOWNA, B.C.

V1Y 1H3

WITNESS:

Wanda Murinko ✓
Witness Signature

WANDA MURINKO
Address

Legal Assistant

902 - 1708 DOLPHIN AVE.

KELOWNA, BC V1Y 9S4

PH (250) 979-4444 FAX (250) 979-4445
Occupation

Gayle Hertz
GAYLE HERTZ

2691 CASA LOMA RD

KELOWNA, B.C.

V1Z 1T6

WITNESS: DOROTHY ESPEZETH

D. Espzeth
Witness Signature

8900 RUSSET DRIVE
Address

VERNON, B.C. V1B 2B7

RETIRED

Occupation

Joey Hertz

JOEY HERTZ

2691 CASA LOMA RD.

KELOWNA, B.C.

V1Z 1T6

Dated the 29th day of August, 2005, at the City of Kelowna, Province of BC.

WITNESS: MARTIN TIMMS

Witness Signature

#105-680 Lequime Rd.

Address

Kelowna BC V1W 1A4

Sales

Occupation



KAREN BATES

519 KNOWLES RD

KELOWNA, B.C.

V1W 1A4

WITNESS: MARTIN TIMMS

Witness Signature

#105-680 Lequime Rd

Address

Kelowna BC V1W 1A4

Sales

Occupation



JIM BATES

519 KNOWLES RD.

KELOWNA, B.C.

V1W 1A4

SCHEDULE F

Tenant Responsibility Checklist Kelowna Outrigger Racing Canoe Club Association	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					X
Electrical field safety representative					X
Electrical operating permit					X
Electrical system preventative maintenance				X	
Electrical system repairs				X	
Electrical/lights - lamp & tube replacement				X	
Elevator equipment repairs					X
Elevator maintenance contract					X
Elevator operating permits					X
Emergency lighting testing & repairs				X	
Exterior doors, windows, facades, etc.				X	
Fire alarm system repairs				X	
Fire alarm system testing & inspection contracts				X	
Fire extinguisher monthly & annual inspections				X	
Fire safety plan and fire drills				X	
Fire sprinkler system repairs					X
Fire sprinkler system testing and inspection contracts					X

Furnishings (maintain & replace)				X	
Garbage removal				X	
HVAC preventative maintenance				X	
HVAC repairs				X	
Insurance - automotive				X	
Insurance - liability				X	
Insurance - property, building			X		
Insurance - tenant owned furnishings & fixtures				X	
Insurance - tenant owned operation equipment, computers, & furnishings				X	
Interior walls, flooring, doors, ceilings, etc.				X	
Internet				X	
Janitorial services & supplies				X	
Kitchen Exhaust Hood preventative maintenance				X	
Kitchen Exhaust Hood repairs				X	
Kitchen Hood Fire suppression system preventative maintenance				X	
Kitchen Hood Fire suppression repairs				X	
Kitchen Hood Fire suppression testing				X	
Landscape maintenance				X	
Licenses & permits				X	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.				X	
Pest control				X	
Plumbing system preventative maintenance				X	
Plumbing system repairs				X	
Recycling program				X	
Roof inspection & maintenance				X	

Roof repairs				X	
Security system				X	
Signage				X	
Snow removal				X	
Taxes				X	
Telephone				X	
Tenant improvements				X	
Tenant improvements - Maintenance				X	
Tree removal				X	
Utilities - electricity				X	
Utilities - natural gas				X	
Utilities - propane					X
Utilities - water, sewer				X	
Vandalism (exterior)				X	
Vandalism (interior)				X	
Window Cleaning				X	
Window Cleaning (interior)				X	

SCHEDULE G



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:

--

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> 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 \$ <u>2,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive

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

1. 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.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

MUNICIPAL PROPERTY LEASE
(3020-3050 ABBOTT STREET)
KELOWNA PADDLE CENTER



HISTORY

- ▶ Location
 - ▶ Temporary Use Permit - 3050 Abbott
- ▶ Pandosy waterfront charette
- ▶ Rezoning
 - ▶ RU1/RU3 to P3
- ▶ Council Endorsement

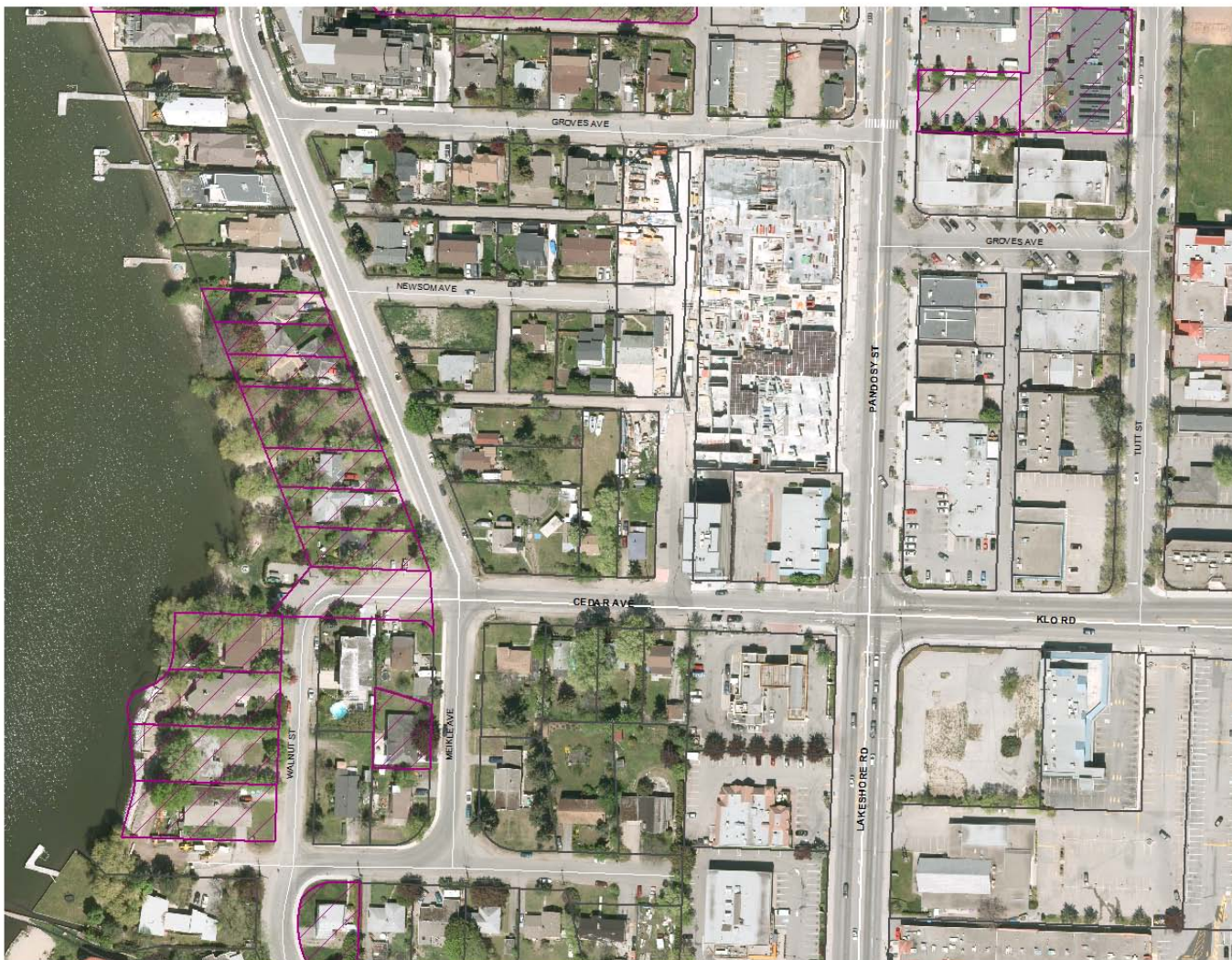


FUTURE

- ▶ Interim location
 - ▶ Lease
- ▶ Future location
 - ▶ Relocation within Pandosy waterfront lands
- ▶ Park construction



PANDOSY WATERFRONT LANDS



LOCATION



LEASE SUMMARY

KEY TERMS

Commencement Date:	December 15, 2014
Initial Term:	5 years
Renewal Terms:	2 x 2 years (4 years total)
Annual Base Rent:	\$2,500 in Year 1 and Year 2 \$1 per year thereafter
Rent Type:	Carefree to landlord
Permitted Use:	Paddle Center
Reserve Contribution:	\$2,500-\$5,000 per year
Termination Clause:	6 months (reciprocal)

KEY LEASE CONDITIONS

- ▶ transferability of lease (§ 3.3)
- ▶ responsibility to neighbors (§ 5.1c)
- ▶ facility branding (§ 5.1j)
- ▶ status of tenant (§ 5.1n)
- ▶ parking (§ 5.1r)
- ▶ lease subject to rezoning (§ 6.1b)

COMPARABLE LEASE AGREEMENTS

Summary of Lease Details				
Organization	Paddle Center	Lawn Bowling Club	Curling Club	Badminton Club
Initial Term:	5 years	1 year	17 years	5 years
Renewal Terms:	2 x 2 years	4 x 1 year	n/a	n/a
Base Rent:	\$1	\$1	\$1	\$1
Taxes Paid By:	Tenant	Tenant	Tenant	Tenant
Utilities Paid By:	Tenant	Tenant	Tenant	Tenant
M&R Paid By:	Tenant	Tenant	Tenant	Tenant
Tax Exemption:*	-	Yes	Yes	Yes
Reserve:	\$5,000 per year	None	None	None
Termination:	6 months	90 days	12 months	60 days

**Organization applied and qualified for Permissive Tax Exemption in 2014*



Report to Council



Date: 9/29/2014
File: 1125-51
To: City Manager
From: J. Hancock, Manager, Real Estate Services
Subject: Proposed Road Closure - Portion of Lane Adjacent to 551 Glenwood Avenue

Recommendation:

THAT Council receives the Report from the Manager, Real Estate Services dated September 29, 2014, recommending that Council adopt the proposed closure of a portion of lane adjacent to 551 Glenwood Avenue;

AND THAT Bylaw No. 10798, being proposed closure of a portion of lane adjacent to 551 Glenwood Avenue, be given reading consideration;

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

AND FURTHER THAT upon registration pursuant to the Land Title Act, R.S.B.C. 1996, c.250, information this transaction may be released to the public, subject to any privacy rights provided for in the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165.

Purpose:

To close a portion of lane adjacent to and as requested by the owner of 551 Glenwood Avenue to facilitate the development of a mixed use commercial building.

Background:

The developer owns six separate properties located in the vicinity of Kelowna General Hospital. In order to maximize the development potential, the Developer wishes to acquire the portion of City laneway adjacent to the Developer-owned property at 551 Glenwood Avenue. To ensure that public access to the balance of the City-owned laneway between Glenwood Avenue and Royal Avenue is maintained, the developer is proposing to dedicate and construct a new lane along the eastern portion of their property at 551 Glenwood Avenue. A Survey showing the proposed lane closure is attached.

Legal/Statutory Authority:

Section 26 and 40, Community Charter

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

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

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

Attachments:

1. Schedule A - Road Closure Plan
2. Schedule B - Lane Dedication

cc: S. Gambacort, Director, Subdivision, Agriculture & Environment
R. Smith, Manager, Urban Planning
S. Muenz, Manager, Development Engineering
J. Moore, Manager, Long Range Policy Planning

Schedule A
Road Closure Plan

Schedule B

Lane Dedication Area

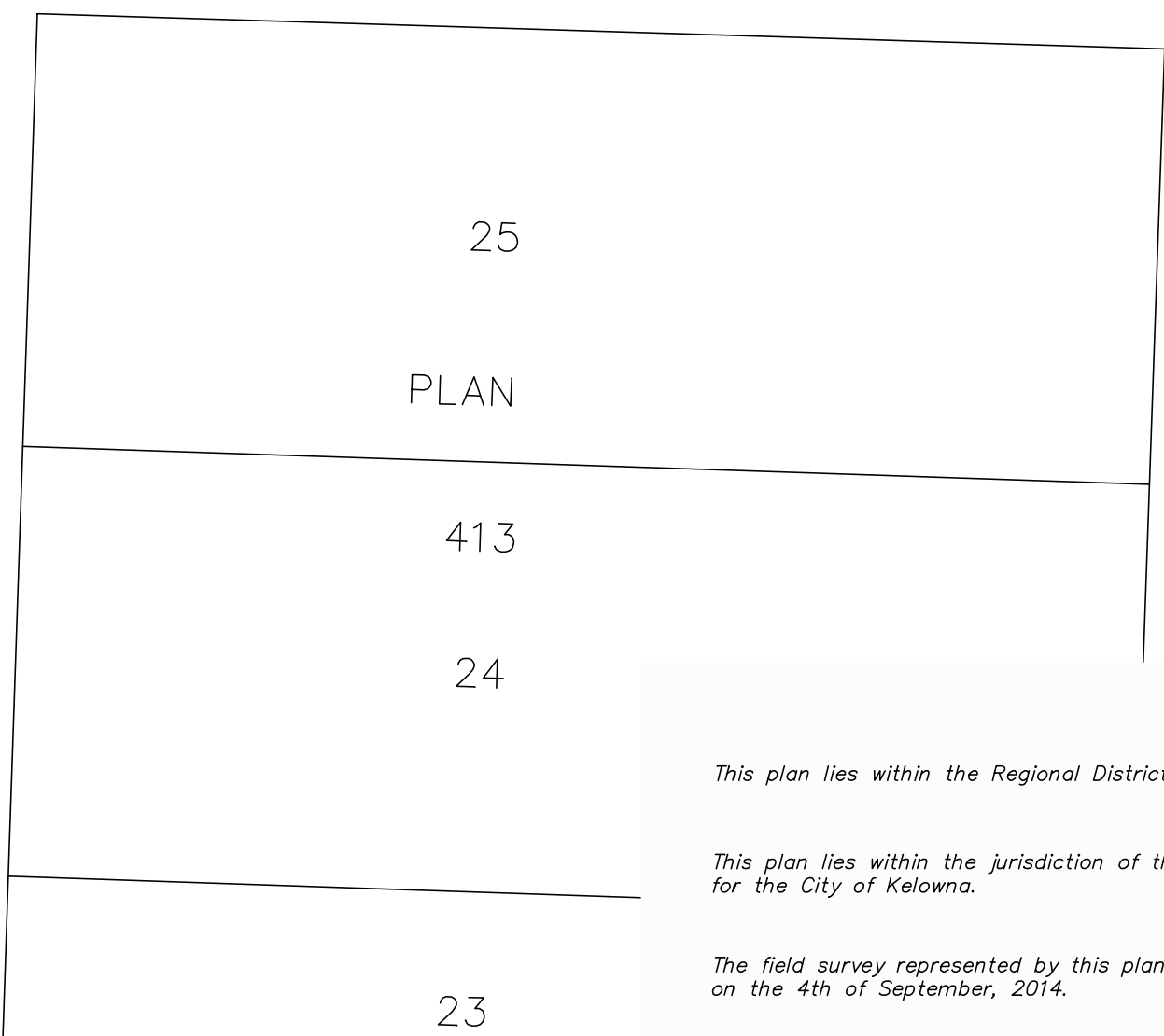
PLAN EPP26999

(All distances are in metres)

Note: This plan shows one or more witness posts which are not set on the true corner(s).

Grid bearings are derived from observations between geodetic control monuments 6437 and 6483.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.99994425 which has been derived from 6437 and 6483.



This plan lies within the Regional District of Central Okanagan.

This plan lies within the jurisdiction of the Approving Officer for the City of Kelowna.

The field survey represented by this plan was completed on the 4th of September, 2014.

Neil Raymond Denby, BCLS 785

259A Lawrence Avenue Phone: (250)763-7322
Kelowna, B.C. Fax: (250)763-4413
V1Y 6L2 Email: neil@runnallsdenby.com

DWG. No.: 13664 ROAD CLOSURE

FILE: 13664

PLAN EPP27000

The intended plot size of this plan is 560mm in width by 864mm in height (D size) when plotted at a scale of 1:250

(All distances are in metres)

LEGEND

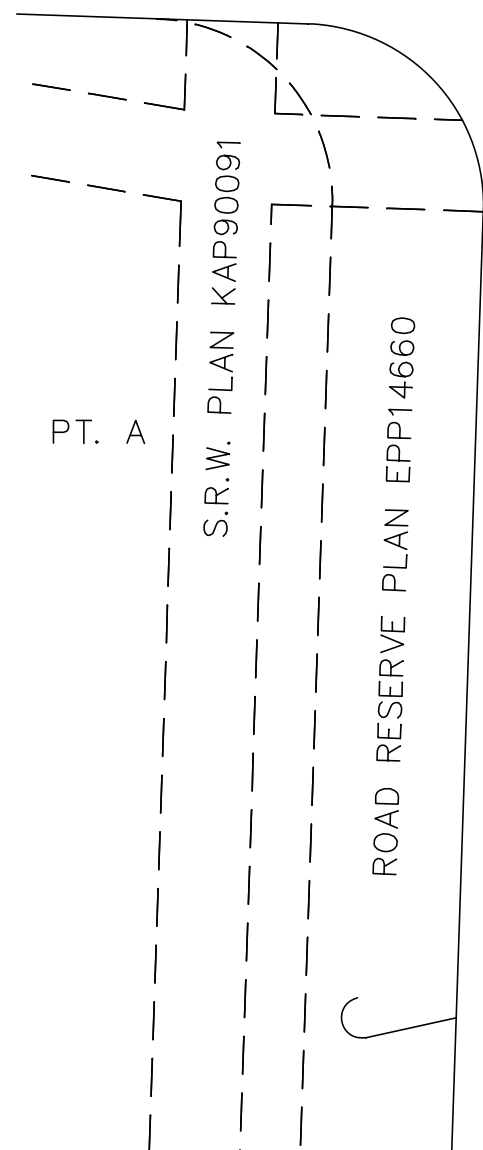
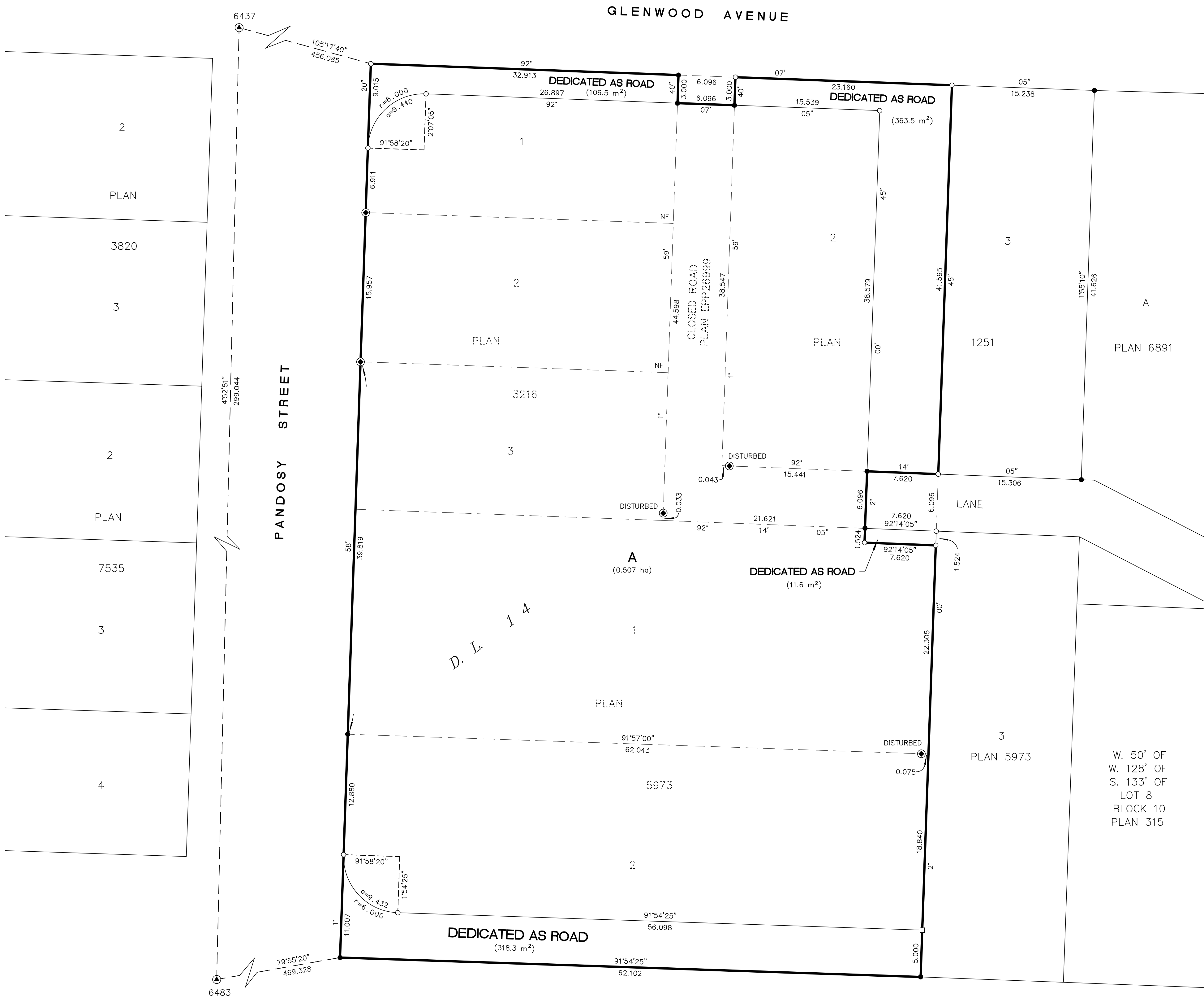
- Denotes Standard Iron Post (Type 5) found
 ○ Denotes Standard Iron Post (Type 5) set
 ▲ Denotes Control Monument found
 ◆ Denotes Non-Standard Post found
 NF Denotes Nothing found

Note: This plan shows one or more witness posts which are not set on the true corner(s).

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

Grid bearings are derived from observations between geodetic control monuments 6437 and 6483.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.99994425 which has been derived from 6437 and 6483.



PT. A

S.R.W. PLAN KAP90091

ROAD RESERVE PLAN EPP14660

RUNNALLS DENBY

british columbia land surveyors

259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)763-7322

Fax: (250) 763-4413
Email: neil@grunnallsdenby.com

DWG. No.: 13664 SUB

FILE:13664

S.R.W. PLAN
KAP90092

S.R.W. PLAN
EPP18305

PT. A

PLAN EPP34913

25

PLAN

413

24

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The field survey represented by this plan was completed on the 4th of September, 2014.

Neil Raymond Denby, BCLS 785

CITY OF KELOWNA

BYLAW NO. 10798

Road Closure and Removal of Highway Dedication Bylaw (Portion of Lane adjacent to 551 Glenwood Avenue)

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 Lane adjacent to 551 Glenwood Avenue

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 366.7 m² shown in bold black as "Road To Be Closed" on the Reference Plan prepared by Neil Denby, B.C.L.S. and completed on 4th day of September, 2014, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10932

Road Closure and Removal of Highway Dedication Bylaw (Portion of Laneway between St. Paul Street & Richter Street)

**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 laneway between St.
Paul Street & Richter Street**

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 360.7 m² shown in bold black as Closed Lane on the Reference Plan prepared by Ferguson Land Surveying Geomatics Ltd., and completed on the 20th day of August, 2014, 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 15th day of September, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

