

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, August 11, 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

4 - 16

Regular PM Meeting - July 28, 2014

3. Public in Attendance

3.1 Linda Digby, Executive Director, Kelowna Museums Society, re: Annual Report

17 - 66

To provide Council with an annual report.

4. Development Application Reports & Related Bylaws

4.1 Official Community Plan Bylaw Amendment Application No. OCP14-0010 & Rezoning Application No. Z14-0020 - 1225 Lund Road, Melcor Lakeside Inc.

67 - 79

To amend the Official Community Plan and Zoning Bylaw No. 8000 to allow for a 5 unit townhouse development on the subject property.

4.1.1 Bylaw No. 10992 (OCP14-0010) - 1225 Lund Road, Melcor Lakeside Inc.

80 - 80

**Requires a majority of all Members of Council (5).**

To give Bylaw No. 10992 first reading.

4.1.2 Bylaw No. 10993 (Z14-0020) - 1225 Lund Road, Melcor Lakeside Inc.

81 - 81

To give Bylaw No. 10993 first reading.

4.2 Rezoning Application No. Z14-0026 - 1280 Glenmore Drive, 561655 BC Ltd.

82 - 102

	To rezone the subject parcel to allow a fee-simple five unit townhouse/row-house style development.	
4.2.1	Bylaw No. 10994 (Z14-0026) - 1280 Glenmore Drive, 561655 BC Ltd.  To give Bylaw No. 10994 first reading.	103 - 103
4.3	Text Amendment Application No. TA14-0009 - Boat Storage Definition  To consider a Text Amendment application to amend the definition of 'Boat Storage' in Section 2 of Zoning Bylaw No. 8000.	104 - 108
4.3.1	Bylaw No. 10995 (TA14-0009) - Amendment to Zoning Bylaw No. 8000 - Boat Storage Definition  To give Bylaw No. 10995 first reading.	109 - 109
4.4	Bylaw No. 10947 (OCP14-0004) - Amendment to OCP 2030 Bylaw No. 10500, City of Kelowna  <b>Requires a majority of all Members of Council (5).</b> To adopt Bylaw No. 10947 in order to amend the Official Community Plan by amending Map 4.1 - Generalized Future Land Use to change the designation of the area bound by Ethel Street to the west, Bordon Avenue to the south, Bowes Street to the east, and the rear land north of Laurier Avenue from the S2RES - Single/Two Unit Residential designation to the MRL - Multiple Unit Residential (Low Density) designation.	110 - 110
4.4.1	Bylaw No. 10955 (Z13-0041) - 979 & 989 Laurier Avenue, AJ Weins Development Group Ltd.  To adopt Bylaw No. 10955 in order to rezone the subject properties from the RU6 - Two Dwelling Housing zone to the RM2 - Low Density Housing zone.	111 - 111
4.4.2	Development Permit Application No. DP13-0182 - 979 & 989 Laurier Avenue, AJ Weins Development Group Ltd.  To consider a Development Permit for two 3 unit row housing projects.	112 - 132
4.5	Bylaw No. 10976 (OCP13-0017) - 901-911 Stremel Road, Tamdan Ventures Ltd.  <b>Requires a majority of all Members of Council (5).</b> To adopt Bylaw No. 10976 in order to change the future land use designation of portions of the subject property from the Commercial and Industrial designations to the Service Commercial designation.	133 - 134
4.5.1	Bylaw No. 10977 (Z13-0040) - 901-911 Stremel Road, Tamdan Ventures Ltd.  To adopt Bylaw No. 10977 in order to rezone portions of the subject	135 - 136



property from the C9 - Tourist Commercial and I2 - General Industrial zones to the C-10 Service Commercial zone.

- 4.5.2 Development Permit Application No. DP13-0181 - 911 Stremel Road, Tandam Ventures Ltd. 137 - 164

To consider the form and character of a new car dealership.

- 4.6 Area Structure Plan Application No. ASP10-0001 and Official Community Plan Bylaw Amendment Application No. OCP13-0019, Supplementary Report 165 - 166

To endorse the North Clifton Area Structure Plan and to provide a resolution for Council to give direction to staff regarding a number of issues raised at the Public Hearing for the OCP amendments resulting from the Area Structure Plan.

5. Non-Development Reports & Related Bylaws

- 5.1 Suncor Energy Services Airport Use Agreement 167 - 189

To obtain Council's consent and approval to enter into an Air Carrier Airport Use Agreement with Suncor Energy Services Inc.

6. Bylaws for Adoption (Non-Development Related)

- 6.1 Bylaw No. 10873 - A Bylaw to Rescind Ownership Housing Agreement Bylaw Nos. 9525, 9694, 9713, 9737, 9834, 9884, 10182, 10183 & 10601 190 - 191

To adopt Bylaw No. 10873 in order to rescind various Ownership Housing Agreements.

7. Mayor and Councillor Items

8. Termination



## City of Kelowna Regular Council Meeting Minutes

Date: Monday, July 28, 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: Deputy City Manager, Paul Macklem; City Clerk, Stephen Fleming; Manager, Urban Planning, Ryan Smith\*; Manager, Subdivision, Agriculture & Environment Services, Todd Cashin\*; Manager, Development Engineering, Steve Muenz\*; Manager, Park & Building Planning, Terry Barton\*; Manager, Long Range Policy Planning, James Moore\*; Community Engagement Consultant, Kari O'Rourke\*; Manager, Utility Planning, Andrew Reeder\*; Director, Subdivision, Agriculture & Environment, Shelley Gambacort\*; Planner II, Melanie Steppuhn\*; Manager, Cultural Services, Sandra Kochan\*; Manager, Community & Neighbourhood Programs, Louise Roberts\*; Planner Specialist, Pat McCormick\*; and Council Recording Secretary, Tania Tishenko

(\*denotes partial attendance)

### 1. Call to Order

Mayor Gray called the meeting to order at 1:34 pm.

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

## 2. Confirmation of Minutes

Moved By Councillor Zimmermann/Seconded By Councillor Stack

**R530/14/07/28** THAT the Minutes of the Regular PM Meeting of July 14, 2014 be confirmed as circulated.

Carried

## 3. Public in Attendance

### 3.1. Gold Quill Award of Excellence, IABC re: City of Kelowna - My Downtown: Bernard Avenue Revitalization Community Engagement

Staff:

- Presented Council with the Gold Quill Award of Excellence from the International Association of Business Communicators.

## 4. Development Application Reports & Related Bylaws

### 4.1. Rezoning Application No. Z14-0013 - 290 & 310 Lochview Road, Randall & Stacie Mosicki and Rodney & Deborah Syryda

Staff:

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

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

Randy Mosicki , Applicant

- Explained the layout of the land and the amount of developable lots available.
- Confirmed that the area is fire truck accessible with some challenges.
- Spoke of upgrades and additional private accesses.

Moved By Councillor Stack/Seconded By Councillor Zimmermann

**R531/14/07/28** THAT Rezoning Application No. Z14-0013 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 3 Section 7&8 Township 23 ODYD Plan 41162, located at 310 Lochview Rd and Lot 4 Sections 7&8 Township 23 ODYD Plan 41162, located at 290 Lochview Rd from the A1 - Agricultural 1 to the RR1 - Rural Residential 1 zone NOT be considered by Council.

Carried

**4.2. Agricultural Land Reserve Appeal Application No. A14-0006 - 342 Valley Road, Adolph & Janet Hait and Clarence Rode**

Staff:

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

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

Adolph Hait, Applicant

- Confirmed that he has been living on the property since 1961 and not 1971 as specified
- Needs room to maneuver RV in and out of shed.
- Subdivision would be over septic field.

Moved By Councillor Zimmermann/Seconded By Councillor Hobson

**R532/14/07/28** THAT Agricultural Land Reserve appeal A14-0006 for Lot 19, Block 5, Section 4, TWP 23, ODYD Plan 896 Except Plans 22059 and H8323 located at 342 Valley Road North for a subdivision of agricultural land in the Agricultural Land Reserve, pursuant to Section 21(2) of the *Agricultural Land Commission Act*, Alternative Layout as per 'Map B' be supported by Municipal Council;

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

Carried

**4.3. Rezoning Application No. Z14-0017 - 815 Juniper Road, Brad Ferrell**

Staff:

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

Moved By Councillor Hobson/Seconded By Councillor Given

**R533/14/07/28** THAT Rezoning Application No. Z14-0017 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot 7, Section 23, Township 26, ODYD, Plan 16489, located on 815 Juniper Road, from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone as shown on Map "A" attached to the report of Subdivision, Agriculture & Environment Department, dated July 7, 2014, be considered by Council;

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



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

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.

Carried

**4.3.1. Bylaw No. 10989 (Z14-0017) - 815 Juniper Road, Brad Ferrell**

Moved By Councillor Stack/Seconded By Councillor DeHart

R534/14/07/28 THAT Bylaw No. 10989 be read a first time.

Carried

**4.4. Rezoning Application No. Z14-0018 - 1781 Capistrano Drive, Mahesh Raj Tripathi**

Staff:

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

Moved By Councillor Basran/Seconded By Councillor Hobson

R535/14/07/28 THAT Rezoning Application No. Z14-0018 to amend the City of Kelowna Zoning Bylaw No. 8000 on Lot 28, Section 15, Township 23, ODYD, Plan KAP83551, located on 1781 Capistrano Drive, Kelowna, BC from the CD6 - Comprehensive Residential Golf Resort to RU1 - Large Lot Housing zone be considered by Council;

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

Carried

**4.4.1. Bylaw No. 10987 (Z14-0018) - 1781 Capistrano Drive, Mehesh Raj Tripathi**

Moved By Councillor DeHart/Seconded By Councillor Stack

R536/14/07/28 THAT Bylaw No. 10987 be read a first time.

Carried

#### 4.5. Rezoning Application No. Z14-0024 - 505 Doyle Avenue, Interior Health Authority

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Singh

**R537/14/07/28** THAT Rezoning Application No. Z14-0024 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portion of Lot A, District Lot 139, ODYD Plan EPP25652, located at 505 Doyle Avenue, Kelowna, BC from the C4 - Urban Centre Commercial zone to the C7 - Central Business Commercial zone, as shown on Map "A" attached to the Report of the Urban Planning Department dated July 11, 2014, be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch, as attached to the Report of the Urban Planning Department dated July 15, 2014, being completed to its satisfaction;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Ministry of Transportation, as attached to the Report of the Urban Planning Department dated July 15, 2014, being completed to its satisfaction;

AND THAT the property owner be required to register a Section 219 No-Build Covenant on the title to the subject property;

AND FURTHER THAT the Section 219 No-Build Covenant be discharged upon approval of a Development Permit application for the subject property;

Carried

#### 4.5.1. Bylaw No. 10991 (Z14-0024) - 505 Doyle Avenue, Interior Health Authority

Moved By Councillor Zimmermann/Seconded By Councillor DeHart

**R538/14/07/28** THAT Bylaw No. 10991 be read a first time.

**Carried**

**4.6. Rezoning Application No. Z10-0044, Extension Request - 120 Homer Road, Nathan Morden**

Staff:

- Gave an overview of the application and responded to questions from Council.

**Moved By Councillor Given/Seconded By Councillor Stack**

**R539/14/07/28** THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Amending Bylaw No. 10403 (Z10-0044) to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 13 Section 27 Township 26 ODYD Plan 14897, except Plan 39705, located at 120 Homer Road, Kelowna BC, be extended to August 12th 2014.

**Carried**

**5. Bylaws for Adoption (Development Related)**

**5.1. Bylaw No. 10914 (OCP13-0020) - 1055 Frost Road, No. 21 Great Projects Ltd. & City of Kelowna**

**Moved By Councillor Stack/Seconded By Councillor Given**

**R540/14/07/28** THAT Bylaw No. 10914 be adopted.

**Carried**

**5.2. Bylaw No. 10915 (Z13-0043) - 1055 Frost Road, No. 21 Great Projects Ltd. & City of Kelowna**

**Moved By Councillor Given/Seconded By Councillor Stack**

**R541/14/07/28** THAT Bylaw No. 10915 be adopted.

**Carried**



**5.3. Bylaw No. 10972 (Z14-0014) - 890 Mayfair Road, Henry & Ingrid Jenzen**

Moved By Councillor Given/Seconded By Councillor Stack

**R542/14/07/28** THAT Bylaw No. 10972 be adopted.

**Carried**

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

**6.1. Quarterly Report Update**

Deputy City Manager, Paul Macklem

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

Moved By Councillor DeHart/Seconded By Councillor Zimmermann

**R543/14/07/28** THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated July 23, 2014.

**Carried**

**6.2. Revitalization Tax Exemption Agreement - 552-554 Leon Avenue**

Staff:

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

Moved By Councillor DeHart/Seconded By Councillor Given

**R544/14/07/28** THAT Council approves the City of Kelowna entering into Revitalization Tax Exemption Agreement with 0871089 B.C. LTD., INC.NO. BC0871089 for Lot A District Lot 139 ODYD Plan 34415, located on 552-554 Leon Avenue, Kelowna BC, in the form attached to the report from Land Use Management dated July 28<sup>th</sup>, 2014;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute the Revitalization Tax Exemption Agreement.

**Carried**



### 6.3. Revitalization Tax Exemption Agreement - 1155 Brookside Avenue

Staff:

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

Moved By Councillor Blanleil/Seconded By Councillor Hobson

**R545/14/07/28** THAT Council approves the City of Kelowna entering into Revitalization Tax Exemption Agreement with Evergreen Lands Limited, Inc. No. BC0382754 for Lot A Section 19 Township 26 ODYD Plan EPP31674, located at 1155 Brookside Avenue Kelowna BC, in the form attached to the report from Land Use Management dated July 28<sup>th</sup>, 2014;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute the Revitalization Tax Exemption Agreement.

Carried

### 6.4. Fascieux Creek Restoration Improvements

Staff:

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

Moved By Councillor Singh/Seconded By Councillor Stack

**R546/14/07/28** THAT Council receives for information, the report from the Utilities Planning Manager, dated July 28th, 2014 with respect to Fascieux Creek Restoration;

AND THAT the following fees be waived for the Green Parent Committee for the purposes of restoring a portion of Fascieux Creek:

1. Development permit application fee
2. 60 cubic metres of Ogo compost
3. Landfill tipping fees for up to 1,650 cubic metres of material

Carried

### 6.5. SEKID Boundary Inclusion for 4050 Casorso Road

Staff:

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

Moved By Councillor Hobson/Seconded By Councillor Zimmermann

**R547/14/07/28** THAT Council approves the request by the South East Kelowna Irrigation District (SEKID) to amend its water service area boundaries to include 4050 Casorso Road as outlined in the Report of the Utility Services Manager dated July 21, 2014.

**Carried**

#### **6.6. Rescind Ownership Housing Agreements**

Staff:

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

**Moved By Councillor Given/Seconded By Councillor Basran**

**R548/14/07/28** THAT Council, receives for information, the report from the Policy and Planning Department, dated July 28, 2014 with respect to rescinding all existing ownership Housing Agreements Authorization Bylaws;

AND FURTHER THAT Bylaw No. 10873, being a Bylaw to Rescind Housing Agreement Authorization Bylaw Nos. 9525, 9694, 9713, 9737, 9834, 9884, 10182, 10183 and 10601, be forwarded for reading consideration; AND FURTHER THAT Council directs staff to proceed with the discharge of the housing agreements from the title of the properties identified in Bylaws 9525, 9694, 9713, 9737, 9834, 9884, 10182, 01083 and 10601.

**Carried**

##### **6.6.1. Bylaw No. 10873 - A Bylaw to Rescind Ownership Housing Agreement Bylaw Nos. 9525, 9694, 9713, 9737, 9834, 9884, 10182, 10183 & 10601**

**Moved By Councillor Singh/Seconded By Councillor Hobson**

**R549/14/07/28** THAT Bylaw No. 10873 be read a first, second and third time.

**Carried**

#### **6.7. Amendment of Sister Cities Policy**

Staff:

- Gave an overview of the Sister Cities Policy and revisions to Policy 355 and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Stack

**R550/14/07/28** THAT Council receives for information the report dated July 28, 2014 from the Cultural Services Manager and the Grants and Partnerships Manager recommending revisions to Council Policy 355 pertaining to Sister City relationships;

AND THAT Council Policy No. 355, being Sister City Funding, be revised as outlined in the report from the Cultural Services Manager and the Grants and Partnerships Manager dated July 28, 2014;

AND FURTHER THAT the Cultural Services Manager is authorized to execute Sponsor Agreements with the Kelowna Kasugai Sister City Association and the Kelowna Veendam Sister City Association pursuant to revised Policy 355.

Carried

#### **6.8. Service Collaboration Agreement with Allied Health**

Staff:

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

Moved By Councillor Hobson/Seconded By Councillor Zimmermann

**R551/14/07/28** THAT Council receives, for information, the report from the Community & Neighbourhood Services Manager dated July 23, 2014, regarding the expanded service collaboration between the City of Kelowna and Allied Health.

Carried

#### **6.9. Ben Lee Park - Playground Improvement Project**

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Singh

**R552/14/07/28** THAT Council receives, for information the Report from the Parks and Building Planning Manager dated July 21, 2014, with respect to the 2014 Enabling Accessibility Fund for improvements to the Ben Lee playground;

AND THAT Council supports the City submitting an application to the Employment and Social Development Canada (ESDC) for the Enabling Accessibility in Communities Grant



as outlined in the Report from the Parks and Building Planning Manager dated July 21, 2014;

AND THAT Council approves \$50,000 in funding from the Parks Purchasing & Development Reserve for the Ben Lee Park - Playground Improvement Project, pending the award of the Enabling Accessibility in Communities Grant to the City;

AND FURTHER THAT the 2014 Financial Plan be amended in order to provide this funding.

Carried

#### 6.10. Ellis Street Corridor Plan

Staff:

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

Moved By Councillor DeHart/Seconded By Councillor Zimmermann

R553/14/07/28 THAT Council receives, for information, the Report of the Planner Specialist, Urban Design dated July 23, 2014 with respect to the Ellis Street Corridor Plan;

AND THAT Council endorse the Ellis Street Corridor Plan as a template for road alignments and as the basis for coordination of streetscape elements within the Subject Area as identified in the report of the Planner Specialist, Urban Design dated July 28, 2014.

Carried

#### 7. Bylaws for Adoption (Non-Development Related)

##### 7.1. Bylaw No. 10936 - Road Closure Bylaw, Portion of 1908 Henkel Road

Mayor Gray invited anyone in the public gallery who deems themselves affected by the proposed road closure to come forward. No one came forward.

Moved By Councillor Singh/Seconded By Councillor Hobson

R554/14/07/28 THAT Bylaw No. 10936 be adopted.

Carried

**7.2. Bylaw No. 10982 - Amendment No. 1 to City of Kelowna Election Sign Bylaw No. 10411**

Moved By Councillor Singh/Seconded By Councillor Hobson

R555/14/07/28 THAT Bylaw No. 10982 be adopted.

Carried

**7.3. Bylaw No. 10983 - Amendment No. 1 to Heritage Building Tax Exemption Bylaw No. 10966**

Moved By Councillor Blanleil/Seconded By Councillor Basran

R556/14/07/28 THAT Bylaw No. 10983 be adopted.

Carried

**7.4. Bylaw No. 10988 - A Bylaw to Rescind Ownership Housing Agreement Authorization Bylaw No. 10163**

Moved By Councillor Basran/Seconded By Councillor Blanleil

R557/14/07/28 THAT Bylaw No. 10988 be adopted.

Carried

**8. Mayor and Councillor Items**

Councillor DeHart:

- Spoke to her attendance as Deputy Mayor at the Lieutenant Governors Foundation Okanagan Ball, Old Navy Ribbon Cutting and Dockside Marine grand opening.

Mayor Gray:

- Reminded the community of the Snowbirds Show on Wednesday July 30<sup>th</sup> at 5pm.

## 9. Termination

This meeting was declared terminated at 4:50 p.m.

\_\_\_\_\_  
Mayor  
/tt

\_\_\_\_\_  
*Heidi Stein*  
City Clerk

DRAFT

# Kelowna Museums

Alive With Our History









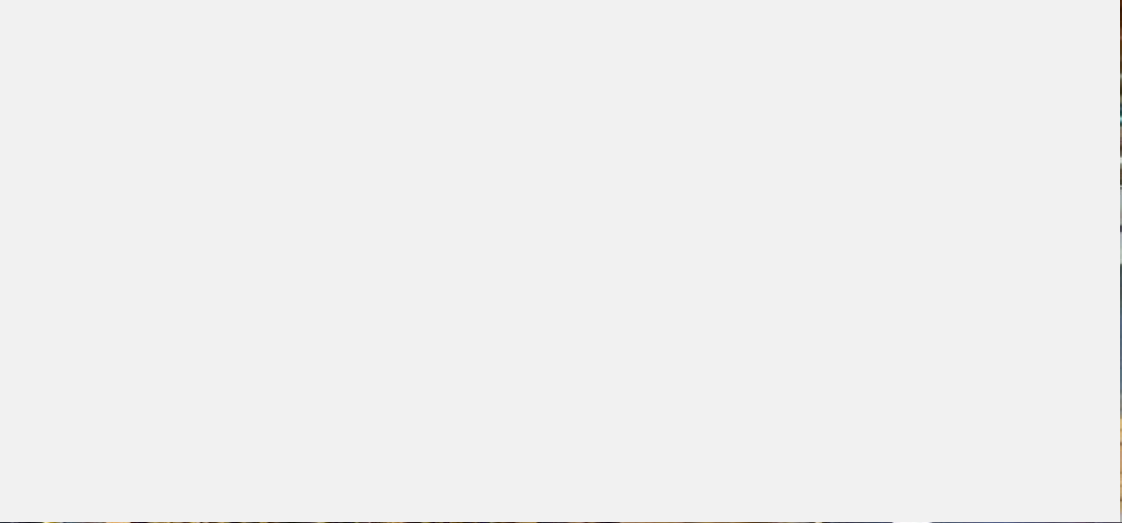
















Kelowna  
Museums

BC Wine Museum & VQA Shop



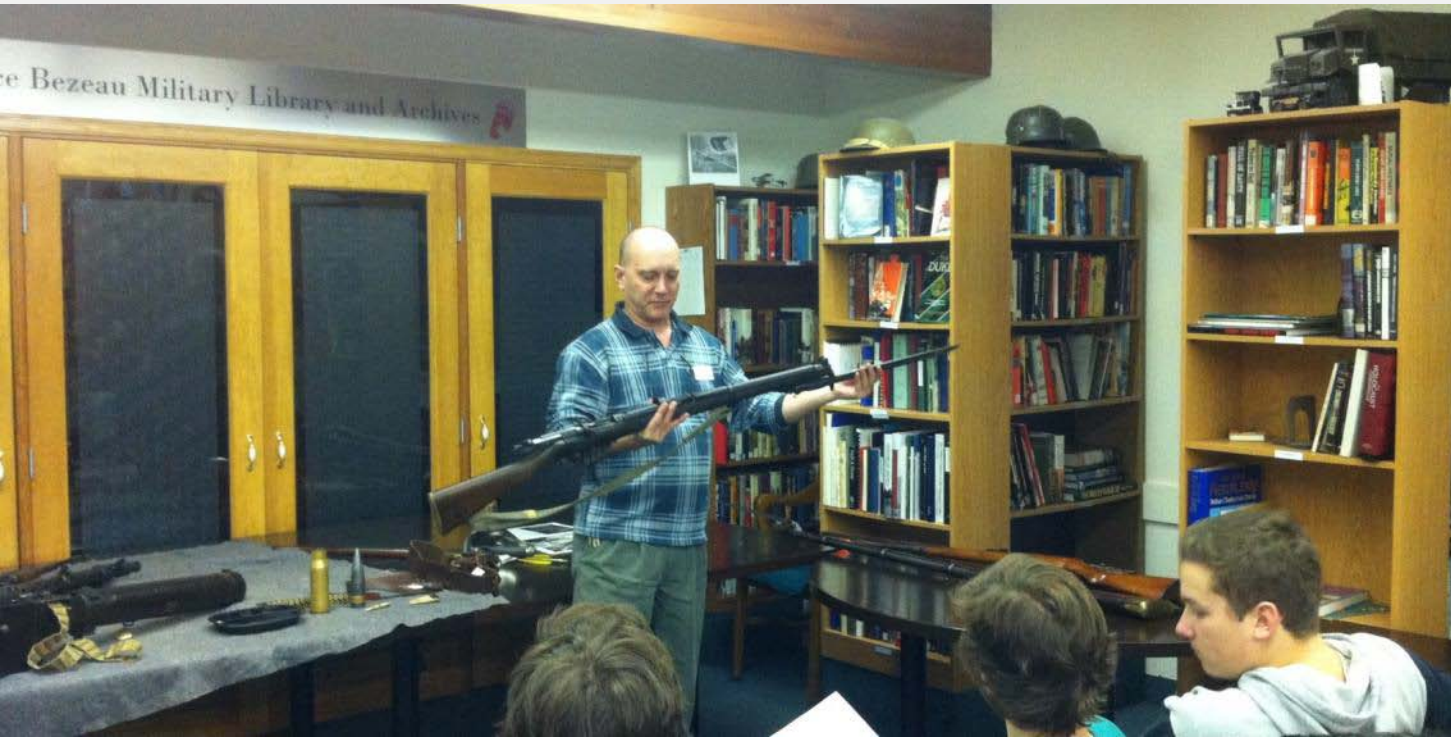






# Kelowna Public Archives

## Vince Bezeau Military Library & Archives



# Ursula Surtees Conservation Lab





# VQA Wine Shop



# The Laurel Packinghouse



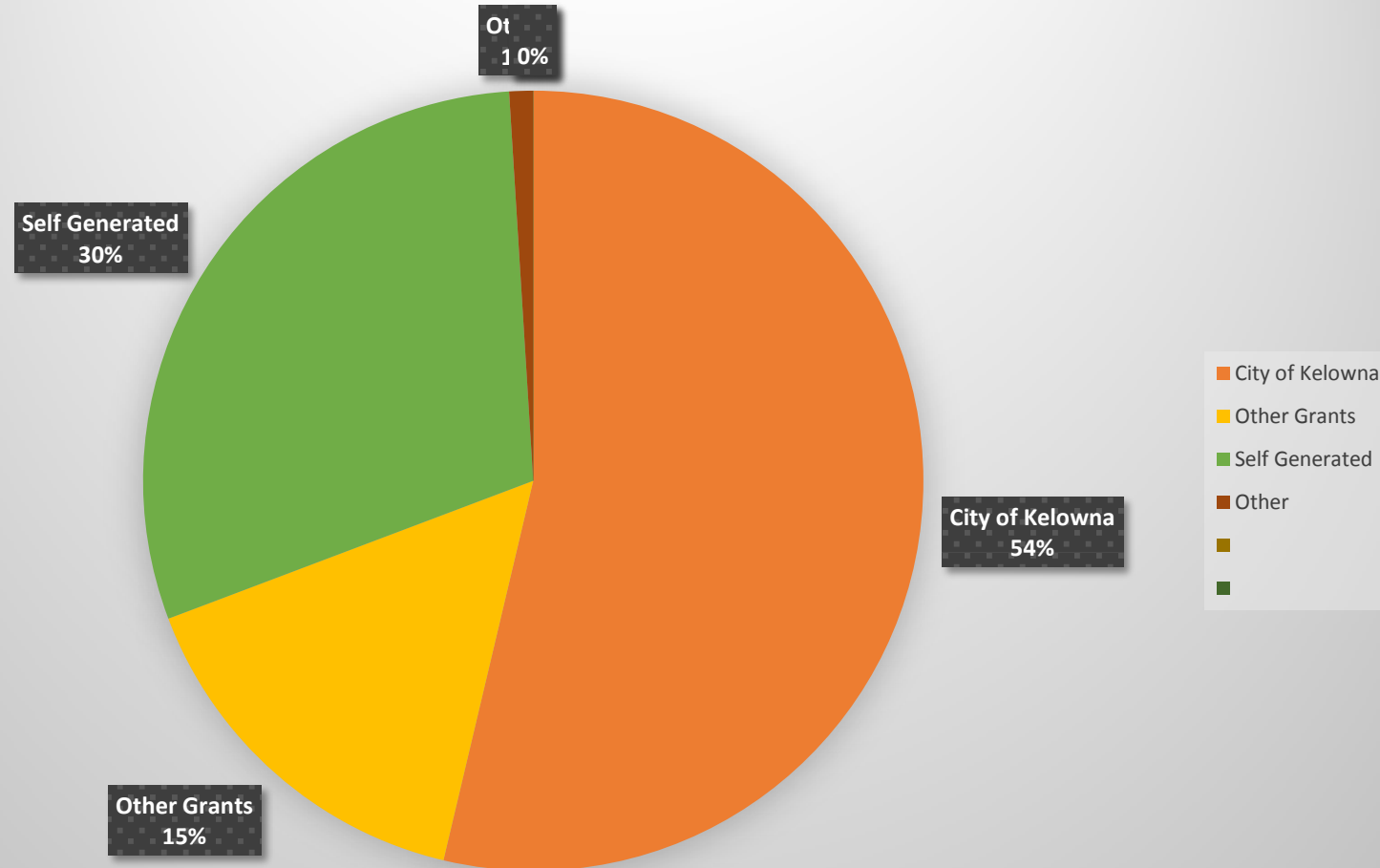
## **Mission**

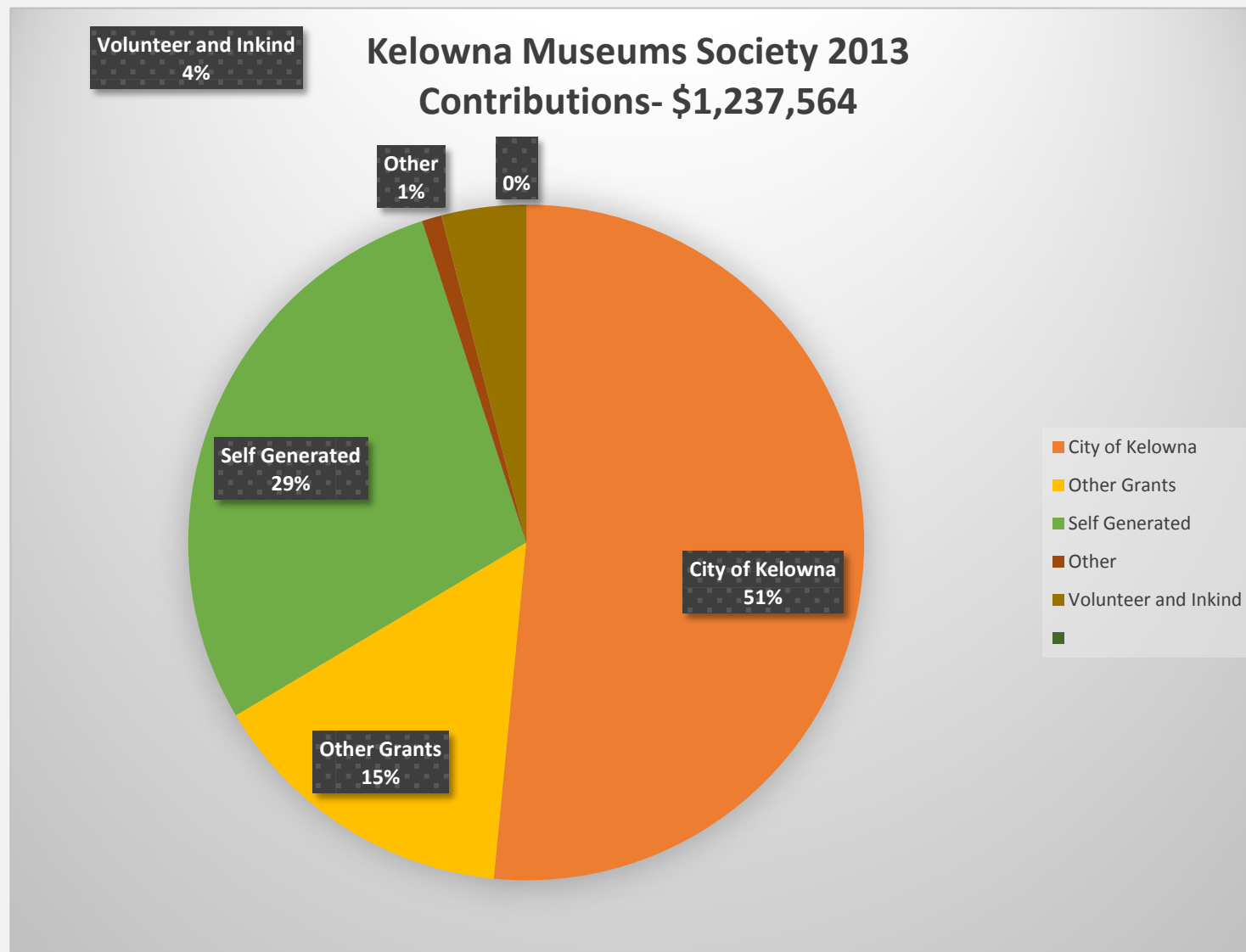
The Kelowna Museums Society provides the public with educational exhibitions and programs that foster personal participation, stimulate curiosity, and engage the senses with the cultures, histories, and possibilities of the Okanagan Region.

## **Vision**

To be Okanagan's leader in making the connection between people and place.

# Kelowna Museums Society 2013 Revenues - \$1,187,564







X 3000











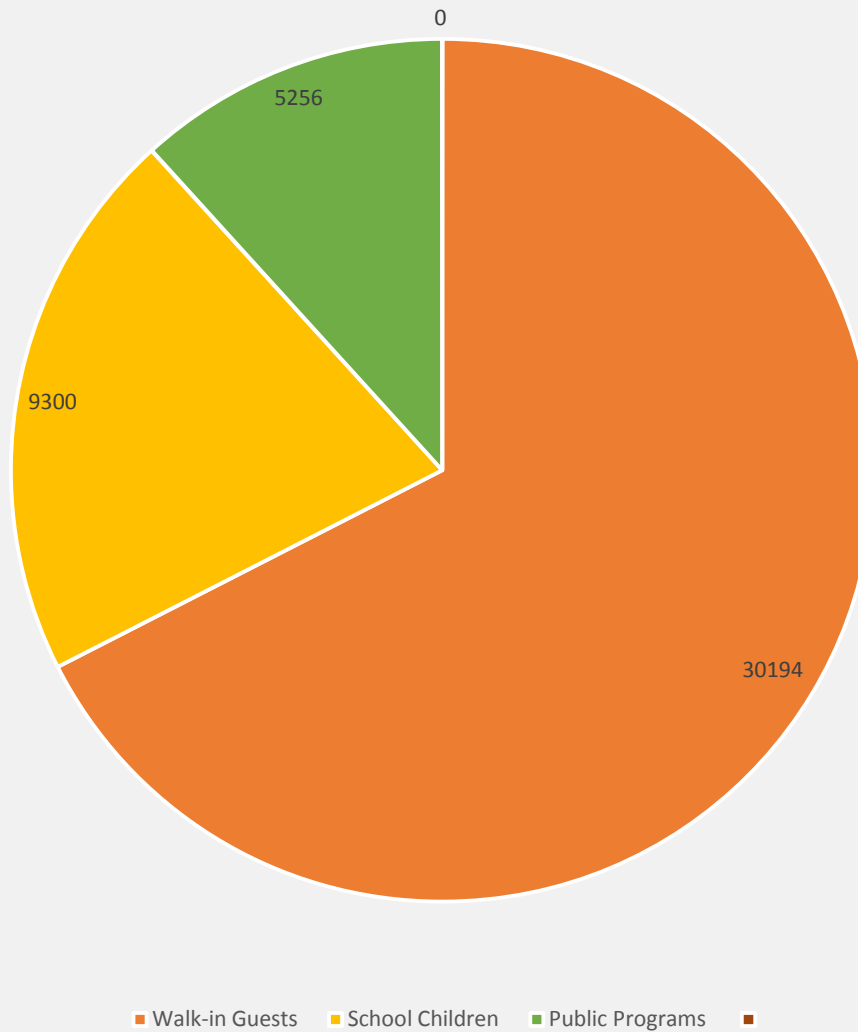








Kelowna Museums Visitation 2013  
total: 44,750



Also:  
22,000 Event Attendees  
at the Laurel

?? VQA shoppers  
?? Sports Hall of Fame





$$14 + 14 + 2 \\ = \$868,407$$



“Thank you for being so kid friendly, so they can learn and enjoy the local history!” – Zyanya (Kelowna)

“The Ripple Effect helps create some inspiration.”  
– Paul (Kelowna)

“We are very impressed to see Okanagan Heritage materials! Thank you for giving us a great opportunity!” – Nagisa (Yokohama, Japan)















































# Paul Duffield

## Change Yourself, Change the World







EDWARD J. REYNOLDS  
OF KENYON AND DISTRICT  
TO HONORABLE MEMORIAL  
AND IN MEMORIAL MEMORY  
REYNOLDS WHO DIED IN THE  
SERVICE OF HIS COUNTRY  
EDMUND 1948

NOVEMBER  
ANNIVERSARY



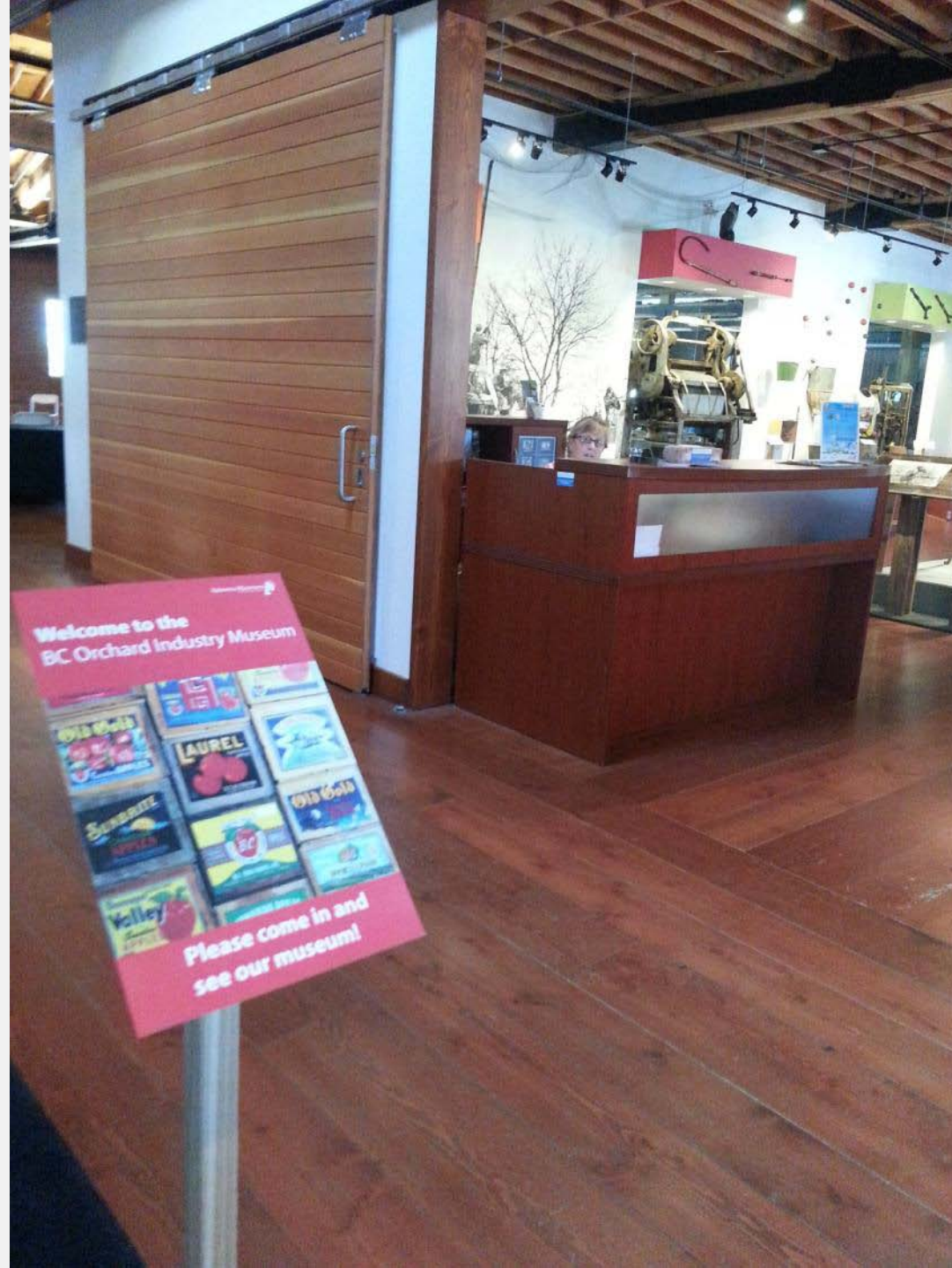
RRR!

R<sub>Relationships</sub>

R<sub>Relevance</sub>

R<sub>Revenues</sub>

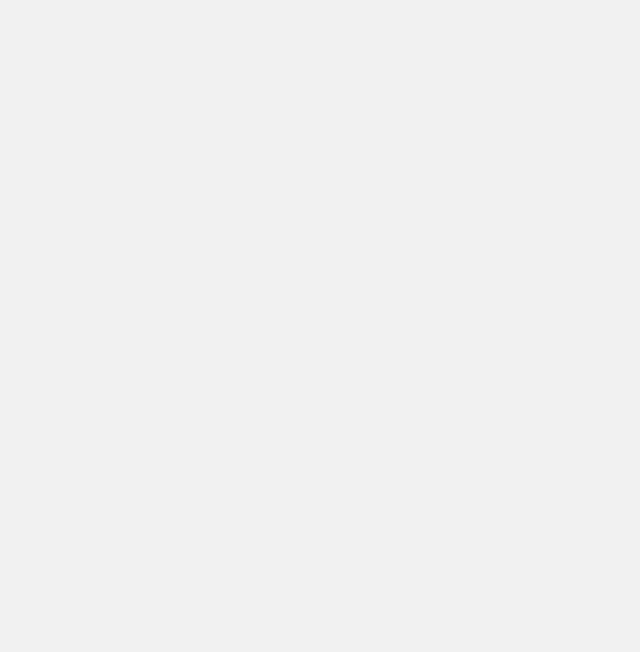








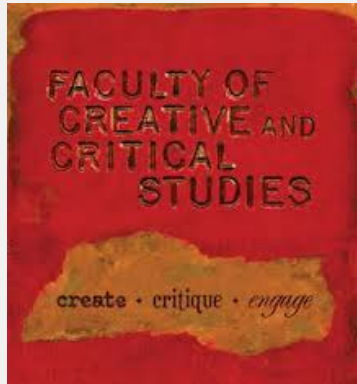




# Some new partnerships....



with Kelowna Intercultural Society and  
Inspired Word Café....coming this fall!



with UBCO Faculty of Creative & Critical  
Studies....coming next spring!



with Okanagan Historical Society...coming  
this fall!









## 60ft monster 'attacks' loch boat

A rival to "Nessie", the Loch Ness monster has appeared in another Scottish loch, according to two fishermen who were attacked at the weekend by a "huge, humped, vicious" beast, which bit a chunk of oar and disappeared after they had fired a bullet into its side.







Tell us what your **COMMUNITY** means to you















# Kelowna Museums

Alive With Our History





# REPORT TO COUNCIL



**Date:** July 11, 2014

**RIM No.** 1250-30

**To:** City Manager

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

**Application:** OCP14-0010 & Z14-0020

**Owner:** Melcor Lakeside Inc.

**Address:** 1225 Lund Road

**Applicant:** Andrew Bruce (Melcor Developments Ltd.)

**Title:** Rezoning & Official Community Plan Amendment Applications

**Existing OCP Designation:** S2RES - Single / Two Unit Residential

**Proposed OCP Designation:** MRL - Multiple Unit Residential (Low Density)

**Existing Zone:** RU1 - Large Lot Housing

**Proposed Zone:** RM3 - Low Density Multiple Housing

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## 1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP14-0010 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Lot 47, Section 18, Township 27, ODYD, Plan KAP82430, located at 1225 Lund Road, Kelowna, BC from the S2RES - Single / Two Unit Residential designation to the MRL - Multiple Unit Residential (Low Density) designation be considered by Council;

AND THAT Rezoning Application No. Z14-0020 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 47, Section 18, Township 27, ODYD, Plan KAP82430, located at 1225 Lund Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone be considered by Council;

AND THAT the Official Community Plan Amendment Bylaw 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, as attached to the Report of the Urban Planning Department dated May 9, 2014, being completed to their satisfaction;

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

## 2.0 Purpose

To amend the Official Community Plan and Zoning Bylaw No. 8000 to allow for a 5 unit townhouse development on the subject property.

## 3.0 Urban Planning

Urban Planning is supportive of the proposed rezoning and associated Official Community Plan (OCP) amendment for the subject parcel.

The site is located on the periphery of a large area designated for single and two unit residential. *Multiple Unit Residential*, *Public Service Utilities* and *Major Park and Open Space* designations also surround the site, primarily to the north. By redesignating the subject parcel to a higher density residential designation, it will serve as a natural transition from single family residential to other surrounding areas and more density in close proximity to neighbourhood parks is encouraged.

## 4.0 Proposal

### 4.1 Background

The developer's original intention was to build two single unit dwellings on this site. Upon further research, and based on the site's proximity to parks and Black Mountain Elementary School, it was determined that the best use of this site was a medium density residential development that is attractive to families. All units have three bedrooms, walk-out basements and two car garages.

### 4.2 Project Description

#### Rezoning

The applicant is proposing to rezone the entire subject parcel from RU1 - Large Lot Housing to RM3 - Low Density Multiple Housing. The intent of the RM3 zone is to allow for low density multiple unit housing with more than four units, on urban services.

#### OCP Redesignation

In order to proceed with a rezoning application, the applicant must also apply for a future land use redesignation in the OCP. While the current designation on the subject parcel is S2RES - Single / Two Unit Residential, the appropriate designation for potential RM3 zoning is MRL - Multiple Unit Residential (Low Density). The intent of MRL is to permit townhouses and other small scale multiple housing developments.

#### Townhouses

The proposed development affiliated with this application is a five unit townhouse development with an extensive landscaping plan. The development permit application will be brought forward to Council should the bylaws associated with this subject application receive 3<sup>rd</sup> reading and the applicant fulfils their outstanding technical conditions.

### 4.3 Site Context

The subject property is located at the northeast corner of Lund Road and Black Mountain Drive. Neighbouring the site is a Black Mountain Irrigation District (BMID) pump station and undeveloped, open space to the north, a neighbourhood park to the south, and single family residential development to the east and west.



Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	P4 - Utilities, RM3 - Low Density Multiple Housing, P3 - Parks and Open Space	PSU - Public Service Utilities, MRL - Multiple Unit Residential (Low Density), PARK - Major Park and Open Space
East	RR1 - Rural Residential 1, RR3 - Rural Residential 3	S2RES - Single / Two Unit Residential
South	P3 - Parks and Open Space	PARK - Major Park and Open Space
West	A1 - Agriculture 1	S2RES - Single / Two Unit Residential

Subject Property Map: 1225 Lund Road



CRITERIA	RM3 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	900m <sup>2</sup>	2898m <sup>2</sup>
Min. Lot Width	30.0m	50.0m
Min. Lot Depth	30.0m	70.0m
Development Regulations		
Max. Floor Area Ratio	0.75	0.39
Max. Height	10.00m	9.96m
Min. Front Yard	1.50m	1.52m
Side Yard (south)	4.00m	1.52m
Side Yard (north)	4.00m	4.00m
Rear Yard	7.50m	12.01m
Other Regulations		
Minimum Parking Requirements	10	12 (2/unit + 2 visitor)
Private Open Space	125m <sup>2</sup>	165m <sup>2</sup>
Okanagan Lake Sightlines	120°	N/A

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

**Complete Suburbs.**<sup>1</sup> Support a mix of uses within Kelowna's suburbs (see Map 5.1 - Urban Core Area), in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City (consistent with Map 4.1 - Future Land Use Map), at appropriate locations, include: commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context. Building heights in excess of four storeys will not be supported within the suburban areas, unless provided for by zoning existing prior to adoption of OCP Bylaw 10500.

**Compact Urban Form.**<sup>2</sup> Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

**Healthy Communities.**<sup>3</sup> Through current zoning regulations and development processes, foster healthy, inclusive communities and a diverse mix of housing forms, consistent with the appearance of the surrounding neighbourhood.

**Embracing Diversity.**<sup>4</sup> Increase understanding of various forms of housing needs and styles toward increasing acceptance of housing meeting the needs of diverse populations by encouraging applicants to undertake early and on-going consultation relating to their project, including provision of support material where appropriate.

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

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

<sup>3</sup> City of Kelowna Official Community Plan, Policy 5.22.7 (Development Process Chapter).

<sup>4</sup> City of Kelowna Official Community Plan, Policy 5.22.8 (Development Process Chapter).



**Housing Mix.**<sup>5</sup> Support a greater mix of housing unit size, form and tenure in new multi-unit residential and mixed use developments.

**Family Housing.**<sup>6</sup> Support housing alternatives for families when single detached housing is too costly, including features that are important to families such as: outdoor space, direct access to grade, workshop space, larger units, safe design, and neighborhood characteristics (e.g.: location and amenities).

## 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)
- A Geotechnical report is required to address the sub soil conditions and site drainage.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

### 6.2 Development Engineering Department

- See attached memorandum dated June 4, 2014.

### 6.3 Fire Department

- Ensure fire department access is appropriate as per the BCBC 2012 Division B part 3.2.5.6. Fire flows, and hydrants as per the BC Building Code and City of Kelowna Subdivision Bylaw #7900. The Subdivision Bylaw requires a minimum of 150L/sec for row housing. Should this subdivision require hydrants to be installed on the property, the hydrants installed shall be deemed private hydrants. All applicable sections of the Fire and Life Safety Bylaw #10760 shall be met. The community shall be addressed off of Lund Rd as one address, with unit numbers assigned for each townhouse unit.

### 6.4 Infrastructure Planning

- This site is adjacent to parkland. No construction activities on this site shall disturb the adjacent parkland.

### 6.5 Irrigation District (BMID)

- The existing lot was created at the same time as the balance of *The Meadowlands* (Phase 3). There are actually two existing water services to this lot.

### 6.6 Ministry of Transportation

- See attached email dated July 16, 2014.

### 6.7 Shaw Cable

- Owner / developer to install an underground conduit system per Shaw Cable drawings and specifications.

<sup>5</sup> City of Kelowna Official Community Plan, Policy 5.22.11 (Development Process Chapter).

<sup>6</sup> City of Kelowna Official Community Plan, Policy 5.22.13 (Development Process Chapter).

## 7.0 Application Chronology

Date of Application Received: May 8, 2014

Report prepared by:

---

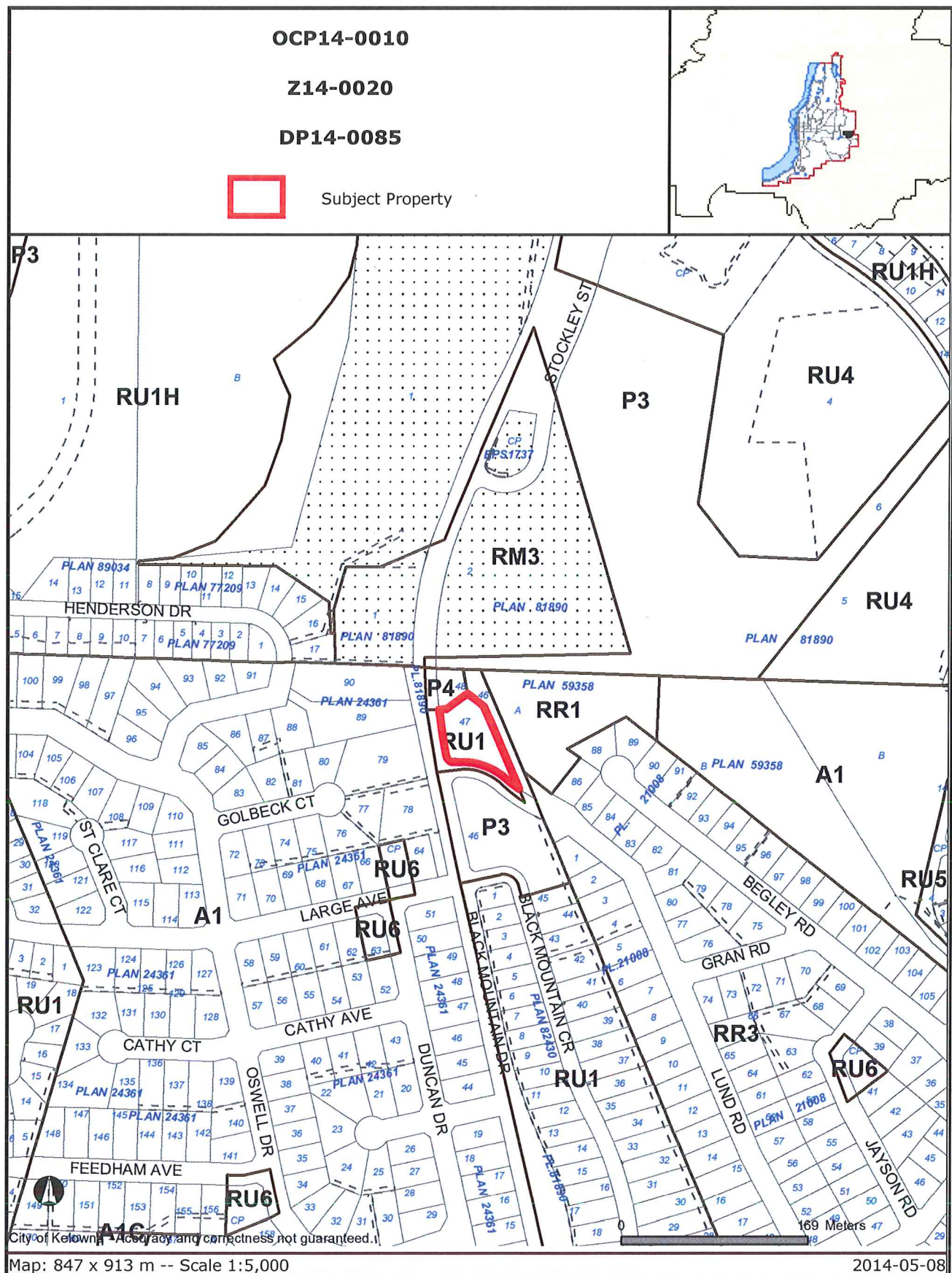
Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion: ☐ Ryan Smith, Urban Planning Manager

### Attachments:

Location Map  
Site Plan  
Conceptual Renderings  
Landscape Plan  
Development Engineering Memorandum





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.

301-25 NORTH STREET  
 PATTERSON, N.C.  
 TEL: 252.482.3743  
 EMAIL: info@melcor.com  
 1225 LUND ROAD  
 KELLOWNA, N.C.  
 TEL: 252.762.3104  
 EMAIL: info@melcor.com



**MELCOR**  
 DEVELOPMENT LTD.

2014-04-23  
 issued for DP



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 all other documents are the property of  
 Melcor Development Ltd. and may not be used  
 without their written consent.

NO.	DESCRIPTION	DATE	BY	CHKD.
01	ISSUED FOR DP	2014-04-23		

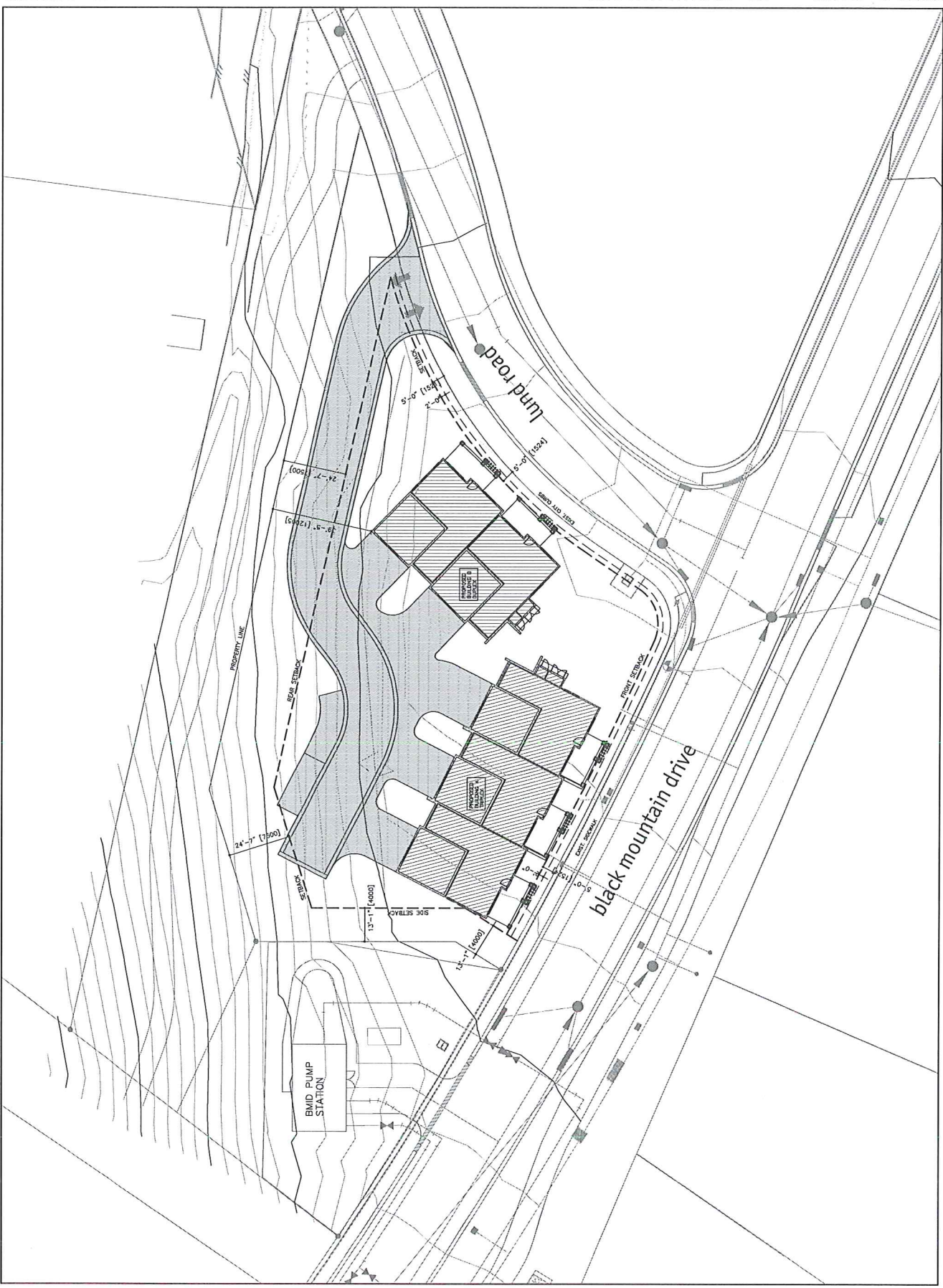
Project Name  
**BLACK MOUNTAIN**  
**5 UNIT**  
**TOWNHOUSES**  
 1225 LUND ROAD KELLOWNA

**A2.01**

Overall  
 SITE PLAN

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

NO.	DESCRIPTION	DATE	BY	CHKD.
01	ISSUED FOR DP	2014-04-23		







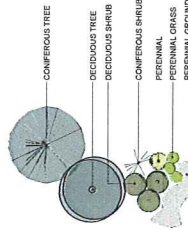
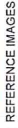


1. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED IN THE B.C. LANDSCAPE STANDARD (CURRENT EDITION).
2. THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL, BUT REFLECTS THE INTENT OF THE DESIGNER.
3. PLANT MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
4. SHRUBS AND TREE CLUSTER AREAS TO BE PLACED WITHIN PLANTING BEDS UNLESS OTHERWISE NOTED.
5. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN EFFICIENT AUTOMATIC IRRIGATION SYSTEM.
6. THE DRAWING DETAILS FORM AND CHARACTER AND IS TO BE USED FOR CONSTRUCTION OF THE LANDSCAPE. IT IS NOT INTENDED TO BE USED AS A CONSTRUCTION DOCUMENT.

NATURALIZED MEADOW		GROWING MEDIUM: 50% SAND/50% CO-GROW	
DRYED AND GRASS MIX SEED BLEND (% BY WEIGHT):	20	AS REQUIRED FOR RESTORATION AFTER CONSTRUCTION	
PERENNIAL RYE	15		
PERENNIAL FESCUE	10		
TALL WHEAT GRASS	10		
HARD FESCUE	10		
ANNUAL RYE	10		
FALL RYE	15		

APPLICATION RATE: 2000 LBS/AC

SOD GROWING MEDIUM: 15mm DEPTH APPROVED TOPSOIL

[illegible]

REVENUE / ISSUE		
	1	APR 01/14
		NO. DATE
		DESCRIPTION
		BUSINESS FOR EMPLOYMENT PENULT

CHECKED BY:  PW  
 PROJECT NO.: 851 SAGEB  
 SCALE: 1:150  
 SHEET NO.: LDP-1  
 SITE PLAN





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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** June 4, 2014  
**File No.:** Z14-0020  
**To:** Urban Planning (LG)  
**From:** Development Engineering Manager (SM)  
**Subject:** 1225 Lund Road lot 47 plan KAP82430, Section 18, Township 27, ODYD

---

Development Engineering Services comments and requirements pertaining to this application to rezone the subject property from RU1 to RM3 are as follows:

**.1) General**

Provide easements as may be required.

**.2) Water**

The property is located within the Black Mountain Irrigation District (BMID) service area. All the fees and charges pertaining to this application is to be dealt directly with the BMID

**.3) Sanitary Sewer**

According to our records, the subject property has two wastewater services to the property line. One of the service must be decommissioned at the property owner's cost. The service must be disconnected at the main and capped. The cost of the service decommissioning is estimated at **\$2,800.00** and is inclusive of a bonding escalation. A connection card must provided indicating the actual remaining service.

**.4) Road improvements.**

- a) Lund Road must be upgraded to a full urban standard with a sidewalk behind the existing curb and gutter. The sidewalk must extend to the end of the existing curb & gutter and the driveway must be constructed to City standard SS-C7. The cost of this frontage upgrade is estimated at **\$16,200.00** and is inclusive of a bonding escalation.
- b) Black Mountain Drive is fully urbanized and this application does not trigger any further upgrades.

.../2


**.9) Bonding and Levies Summary.**

## a) Performance security

Lund Road frontage upgrade	<b>\$16,200.00</b>
Wastewater Service decommissioning	<b><u>\$ 2,800.00</u></b>
TOTAL	<b><u>\$19,000.00</u></b>

## a) Levies

3% Engineering and Administration fee      **\$ 425.25 (405.00 + 20.25 GST)**

  
\_\_\_\_\_  
Steve Muenz, P. Eng.  
Development Engineering ManagerB<sup>2</sup>



## Lindsey Ganczar

---

**From:** Lochhead, Lynda D TRAN:EX [Lynda.Lochhead@gov.bc.ca]  
**Sent:** Wednesday, July 16, 2014 2:34 PM  
**To:** Lindsey Ganczar; Clifford, Robyn M TRAN:EX  
**Subject:** Z14-0020

Your file: Z14-0020  
Our file: 2014-02072

Hi, Lindsey – your timing is impeccable – we just tackled our To Do List this morning and this file was one of them!! The Ministry has no issues or concerns regarding this application to rezone from RU1 to RM3.

Take care,

**LYNDA LOCHHEAD** | DISTRICT DEVELOPMENT TECHNICIAN | BC MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE | OKANAGAN  
SHUSWAP DISTRICT | 300-1358 ST. PAUL ST, KELOWNA, BC V1Y 2E1 | PERMIT WEBSITE:  
**T:** 250.712.3664 | **C:** 250.878.2011 | **F:** 250.712.3669 |  
EMAIL: [Lynda.Lochhead@gov.bc.ca](mailto:Lynda.Lochhead@gov.bc.ca) | WEBSITE FOR DEVELOPMENT APPROVALS:  
[www.th.gov.bc.ca/Development\\_Approvals/home.htm](http://www.th.gov.bc.ca/Development_Approvals/home.htm) | MINISTRY WEBSITE: <http://tranbc.ca/>  
| PERMIT WEBSITE: <http://www.th.gov.bc.ca/permits/Apply.asp>



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**From:** Lindsey Ganczar [<mailto:L.Ganczar@kelowna.ca>]  
**Sent:** Tuesday, July 15, 2014 1:11 PM  
**To:** Clifford, Robyn M TRAN:EX  
**Cc:** Lochhead, Lynda D TRAN:EX  
**Subject:** RE: Your File: 2014-02072

I should have also requested an update on your file 2014-02072.

Thanks again!

Lindsey Ganczar, MCIP, RPP  
Urban Planning Supervisor  
250-469-8606 | [lganczar@kelowna.ca](mailto:lganczar@kelowna.ca)

# CITY OF KELOWNA

## BYLAW NO. 10992

### Official Community Plan Amendment No. OCP14-0010 Melcor Lakeside Inc., Inc.No. A0065181 1225 Lund 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 Lot 47, Section 18, Township 27, ODYD, Plan KAP82430, located on 1225 Lund Road, Kelowna, B.C., from the S2RES - Single / Two Unit Residential designation to the MRL - Multiple Unit Residential (Low Density) 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. 10993**  
**Z14-0020 - Melcor Lakeside Inc., Inc.No. A0065181**  
**1225 Lund Road**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 47, Section 18, Township 27, ODYD, Plan KAP82430 located on 1225 Lund Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

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:** 7/18/2014

**RIM No.** 1250-30

**To:** City Manager

**From:** Urban Planning, Community Planning & Real Estate (AC)

**Application:** Z14-0026      **Owner:** 561655 BC LTD., INC. NO. BC0561655

**Address:** 1280 Glenmore Dr      **Applicant:** Randy Therrien

**Subject:** Rezoning Application

**Existing OCP Designation:** MRL - Multiple Unit Residential, Low-Density

**Existing Zone:** RU1 - Large Lot Housing

**Proposed Zone:** RM2 - Low Density Row Housing

---

## 1.0 Recommendation

THAT Rezoning Application No. Z14-0026 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 29, Township 26, ODYD, Plan 29608, located on 1280 Glenmore Drive, Kelowna, BC from the RU1 - Large Lot Housing zone to the RM2 - Low Density Row Housing zone be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the following:

1. Requirements of Development Engineering Branch being completed to their satisfaction;
2. Subdivision delineating the five properties;
3. A Party Wall Agreement is registered on title;
4. AND FURTHER THAT a Section 219 Building Use covenant be registered on each of the five parcels restricting each parcel to one dwelling unit in order to prevent any additional dwelling units to be developed within each townhome.

## 2.0 Purpose

To rezone the subject parcel to allow a freehold five unit townhouse development.



### 3.0 Urban planning

Staff support the proposed rezoning to allow a freehold five unit townhouse development on the subject property. The proposal is consistent with the Official Community Plan (OCP) Future Land Use designation for the area and provides a appropriate land use transition from Glenmore Drive to the surrounding low density residential neighbourhood to the west. The proposal does not need any variances and has provided the required number of off-street parking stalls.

In addition to the subject parcel, the applicant also owns the property to the west (fronting Mountainview Street). The applicant intends to bring forward an application to re-designate the property to permit small lot single family housing.

The only concern Staff has with the current application is the potential to add additional dwelling units within the townhouses when subdivided. The RM2 zone permits up to six dwelling units, and when subdivision occurs (with party wall agreements) the RM2 zone rules will apply to each new lot. This would permit additional dwelling units subject to parking and siting considerations. Due to the parking concern, Staff are recommending that a Section 219 Building Use covenant be registered on title that states only one dwelling unit is permitted per lot.

A Development Permit is required to review the form and character of the development and will be brought forward to Council if the zoning is approved.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by individually contacting the neighbours as described in the attached *Schedule 'A'*. No major issues were identified during consultation with neighbouring parcels.

### 4.0 Proposal

#### 4.1 Project Description

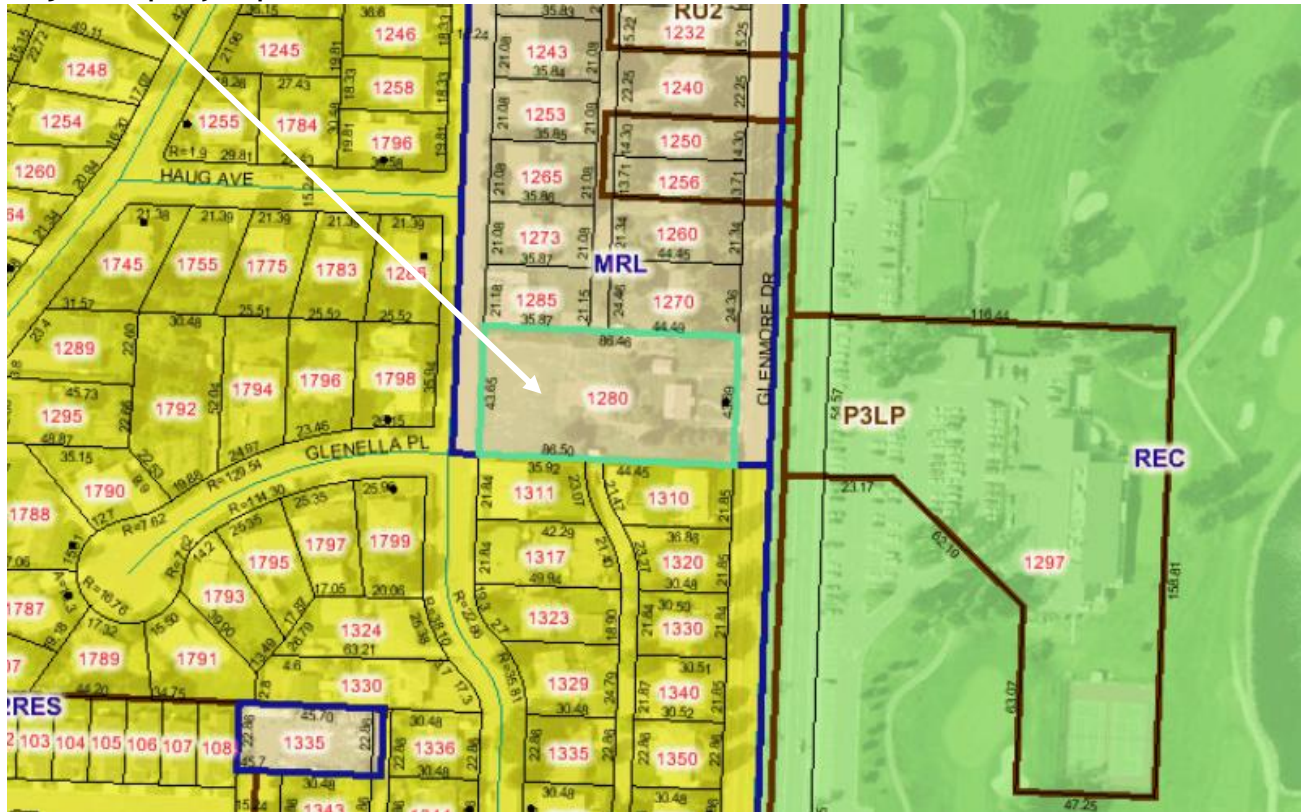
The subject property currently contains one single detached dwelling that will be demolished and replaced with a five unit townhouse development.

#### 4.2 Site Context

The site area is approximately 1,942 m<sup>2</sup> and is located within a well established residential neighbourhood. The Kelowna Golf and Country Club is located to the east directly across Glenmore Drive. The subject property is designated MRL (Multiple Residential - Low Density) and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing RU2 - Medium Lot Housing	Residential
East	P3LP - Parks and Open Space (Liquor Primary)	Golf Course
South	RU1 - Large Lot Housing	Residential
West	RU1 - Large Lot Housing	Residential

## Subject Property Map: 1280 Glenmore Drive



## 4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM2 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
	Principal Bldg	Principal Bldg
Height	9.5 m (2.5 storeys) To the midpoint of the roof	9.5 m (2.5 stories) to the Peak
Front Yard	4.5 m	> 4.5 m
Side Yard	4.0 m	4.0 m
Flanking Side Yard	0.0 m with party wall agreement	0.0 m with party wall agreement
Rear Yard	n/a	n/a
	6.0 m for 1 or 1 ½ storeys 7.5 m for 2 or 2 ½ storeys	7.5 m
Site coverage of buildings	50 %	35.9 %
Site coverage of buildings, driveways & parking	55 %	46.8 %
Other Regulations		
Minimum Parking Requirements	2 / dwelling unit = 10 parking stalls	10
Private Open Space	25 m <sup>2</sup> / dwelling unit	Greater than 25 m <sup>2</sup> / dwelling unit



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

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

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

## 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 Permits.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.
- The original set of drawings clearly showed this as a 4 plex, the current basement floor plan is easily converted to the original 4 plex arrangement with little effort.

### 6.2 Development Engineering Department

- See attached

### 6.3 Fire Department

- No concerns with the concept but a lane cannot be considered as access for the fire department. There appears to be no access from the front on Glenmore.

## 7.0 Application Chronology

Date of Application Received: June 5<sup>th</sup> 2014  
 Date of Public consultation: July 7<sup>th</sup> 2014

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

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

**Report prepared by:**

---

Adam Cseke, Planner

**Reviewed by:** ☐ Lindsey Ganczar, Urban Planning Supervisor

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

**Attachments:**

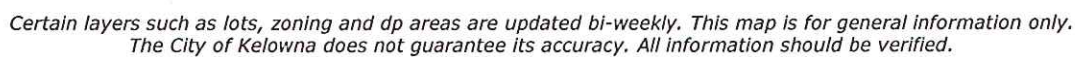
Site Plan / Landscape Plan

Colour Board

Conceptual Elevations

Development Engineering Comments





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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** July 2, 2014  
**File No.:** Z14-0026

**To:** Urban Planning (AC)

**From:** Development Engineering Manager (SM)

**Subject:** 1280 Glenmore Drive

RU1 to RM2

---

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

General

- a) Requirements of the subdivision application no. S14-0023 must be satisfied before bylaw adoption.
- b) Provide easements as may be required.

1. Domestic Water and Fire Protection

- (a) The existing lot is serviced with two (2) 19mm diameter water service. The developer's consulting 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.
- (b) If it is determined that upgrades to the remaining water/hydrant distribution system must be made to achieve the required fire flows, additional bonding will be required.

2. Sanitary Sewer

- (a) The existing lot is serviced with two (2) 100mm diameter sanitary services. The developer's consulting engineer will confirm the requirements of this proposed development. Only one service will be permitted for this development.

3. Storm Drainage

- (a) The property is located within the City of Kelowna drainage service area. The Subdivision, Development and Servicing Bylaw requires that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable. For on-site disposal of drainage water, a hydro geotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.



- (b) The development is required to contain and dispose of site generated storm drainage on the site by installing a ground recharge system designed by the consulting civil engineer. The existing lot does not presently have a storm drainage service.

4. Road Improvements

- (a) Glenmore Drive is upgraded to a full urban standard including curb & gutter, sidewalk; therefore no further upgrades are required with the exception of the driveway access removal. Access will be from the lane.
- b) Lane must be constructed and paved to the City standard SS-R2.

5. Subdivision

By registered plan to provide the following:

- (a) Dedicate a 6m lane thru the site as part of subdivision application S14-0023.
- (b) 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 have been installed on all roads fronting on the proposed development but must be reviewed to determine if current standards have been met.

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

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

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

10. Servicing Agreements for Works and Services

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

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.

---

Steve Muenz, P. Eng.  
Development Engineering Manager  
SS



1. All plants, material and planting practices to conform to the ICMA

"IC Landscape Standard" - 7th Edition

2. Contractor to provide a warranty and maintenance period of 1 year on all plants and materials. Plants and materials that fail before end of the warranty period shall be replaced by the contractor.

3. Contractor to verify the location of all existing utilities on the site.

4. All planting areas to receive 450mm of topsoil.

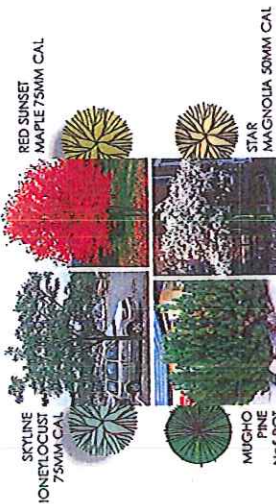
5. All planting beds to be crowned with 1 in 10 slope to avoid flat appearance.

6. Prior to delivery to site, a representative sample and test results of topsoil should be made available to the consultant for approval.

7. No plant species substitution will be accepted without the written consent of the consultant.

8. All planting beds to receive 75 mm depth of Ogo - Grow mix.

Notes



SHRUBS, GRASSES, PERENNIALS MIN # 2 POT



REED GRASS  
LAVENDER  
BLUE FESCUE  
BLUE OAT GRASS  
DAYLILY  
RUBEBICKA  
ROSE  
OREGON GRAPE  
BARBERRY  
ROSE OF SHARON  
DWARF BURNING BUSH

1280 GLENMORE ROAD

# Conceptual Landscape Plan

0 5 10 20 METERS

CIO  
ENGINEERING PLANNING URBAN DESIGN



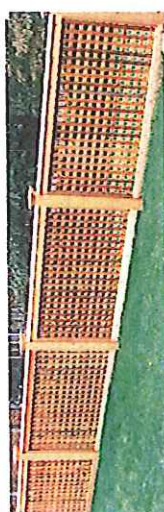
1.8M HT FRONT FENCE  
ALONG GLENMORE



1.8M HT SCREEN FENCE  
ADJACENT FRONT PATIOS



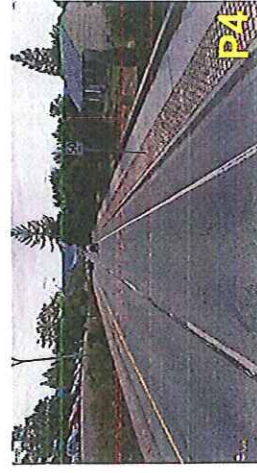
1.8M HT SIDEWALK SCREEN FENCE  
ALONG NORTH AND SOUTH PROPERTY LINES



1.2M HT FENCE  
BETWEEN FRONT YARDS

**NOT A FINAL PLAN**





# 1280 GLENMORE ROAD - PROPOSED DEVELOPMENT AND NEIGHBOURHOOD CONTEXT Conceptual Landscape Plan

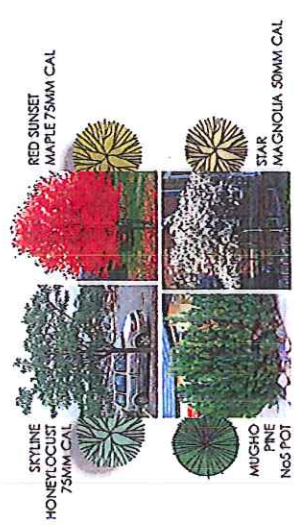
ENGINEERING PLANNING DESIGN

CIO

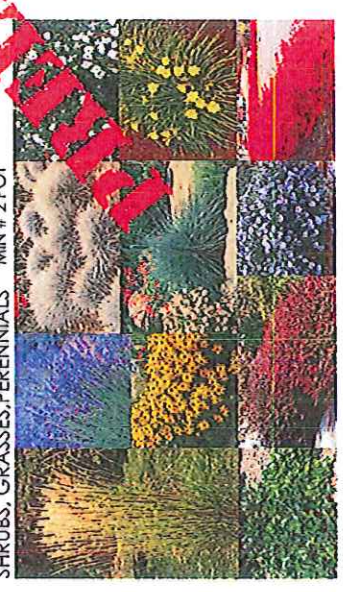


1. All plants, material and planting practices to conform to the BCMA "BC Landscape Standard" - 7th Edition
2. Contractor to provide a warranty and maintenance period of 1 year on all plants and materials. Plants and materials that fail before end of the warranty period shall be replaced by the contractor.
3. Contractor to verify the location of all existing utilities on the site.
4. All planting areas to receive 450mm of topsoil.
5. All planting beds to be crowned with 1 in 10 slope to avoid flat appearance.
6. Prior to delivery to site, a representative sample and test results of topsoil should be made available to the consultant for approval.
7. No plant species substitution will be accepted without the written consent of the consultant.
8. All planting beds to receive 75 mm depth of Ogo - Grow mulch.

Notes



SHRUBS, GRASSES, PERENNIALS MIN # 2 POT



- REED GRASS
- LAVENDER
- BLUE FESCUE
- BLUE OAT GRASS
- DAYLILY
- RUDBECKIA
- ROSE
- OREGON GRAPE
- BARBERRY
- ROSE OF SHARON
- DWARF BURNING BUSH

1280 GLENMORE ROAD

Conceptual Landscape Plan

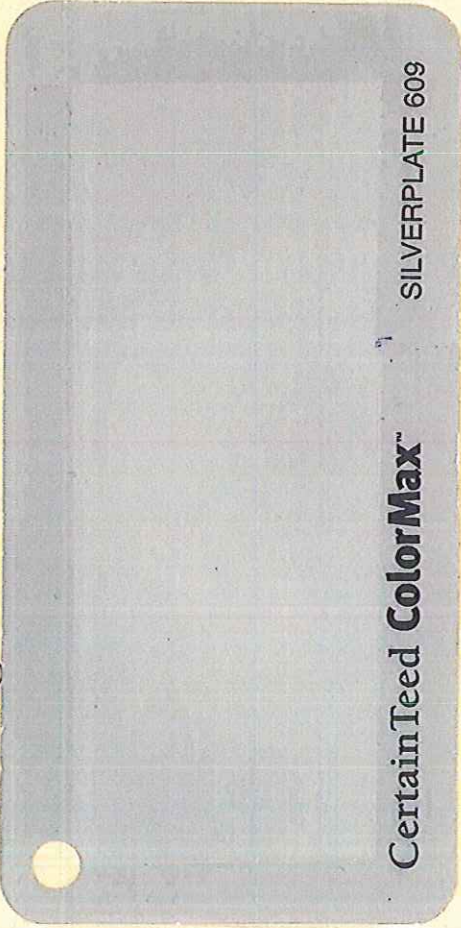




1280 GIENMORE DRIVE

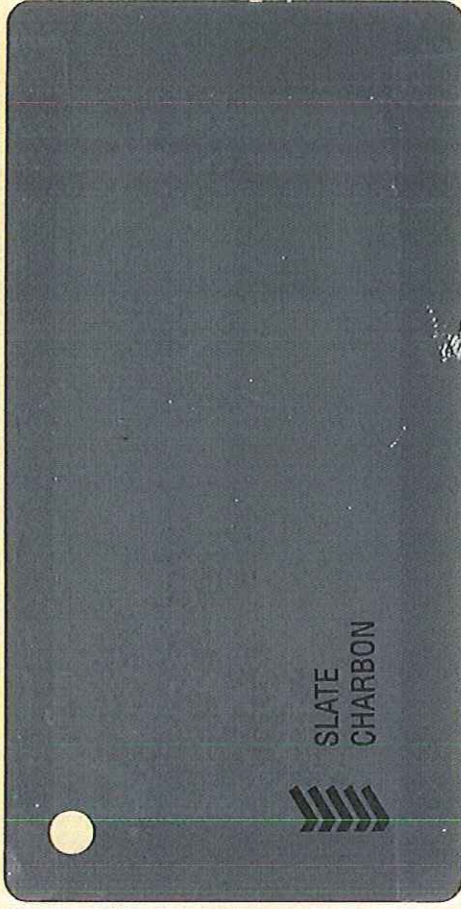
- MULTI FAMILY PROJECT

Main Siding Colour



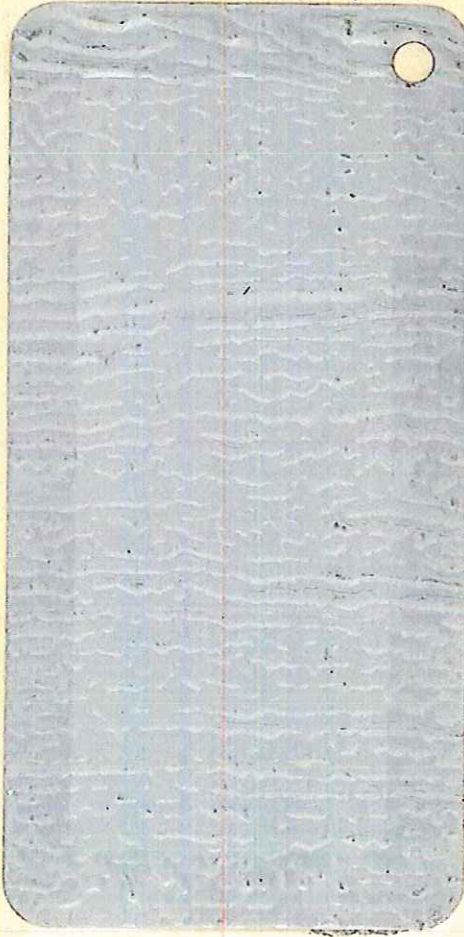
CertainTeed ColorMax™ SILVERPLATE 609

Smart Trim  
Corner Window Trim - Gable Ends soffits/Gutters.  
Downspouts.



SLATE  
CHARBON

Garage Door Colour + material

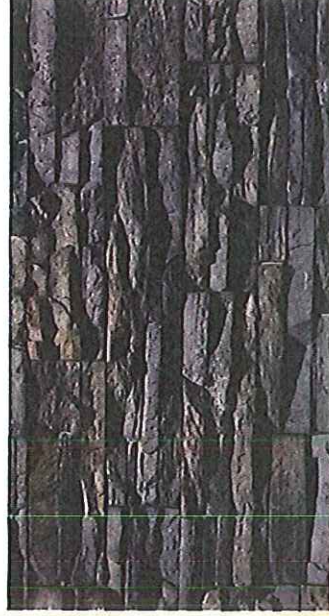


Placement  
As per Plans



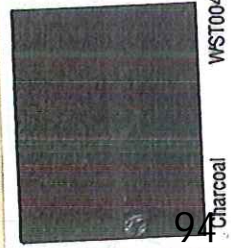
ELDORADO STONE

Stacked Stone



Black River Stacked Stone

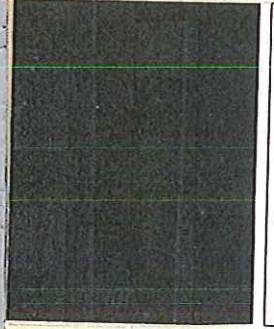
Wood Brackets  
+ Details - Cedar  
Weather one semi  
transparent stain.



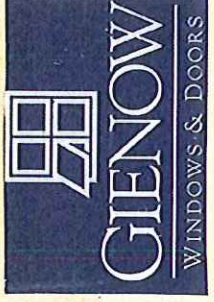
Charcoal

WST004 -

Roofing  
Shingles.



Onyx Black



VINYL



WHITE



JUL 15 2014

CITY OF KELOWNA  
Land Use Management

REFERENCE	
CASEID	
DATAIN	
DATA	
CHORDS	
TM	
DATE	
JULY 2014	
SCALE	
1/1"=1'-0"	
SHEET	
DATE	
PAGE NUMBER	
CASEID-CALDWELL	

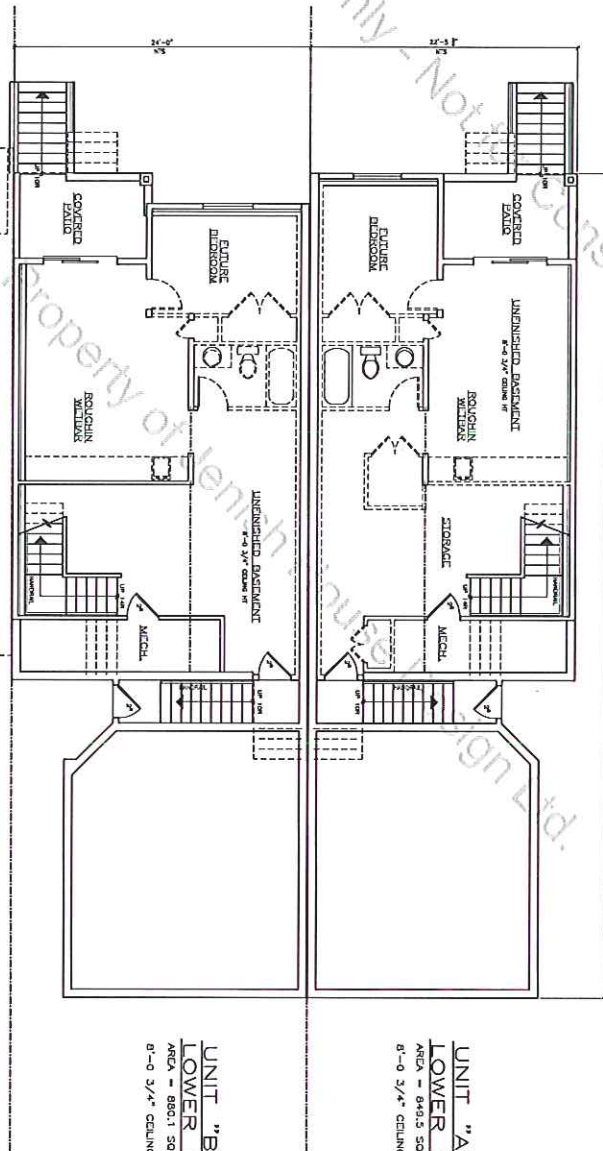


# JENISH HOUSE DESIGN LIMITED

HEAD OFFICE:  
303-151 COMMERCIAL DRIVE  
ATLANTA, G.C. 30329  
(770) 753-8232  
TOLL FREE 1-800-458-83

For Approval Purposes Only - Not for Construction

Property of Jenish House Design Ltd.



UNIT "A" - END UNIT  
LOWER FLOOR PLAN  
AREA = 644.3 SQ. FT.  
8'-0 3/4" CEILING HEIGHT

UNIT "B" - INTERIOR UNIT  
LOWER FLOOR PLAN  
AREA = 680.1 SQ. FT.  
8'-0 3/4" CEILING HEIGHT

MULTI-UNIT DEV.  
LOWER FLOOR PLAN

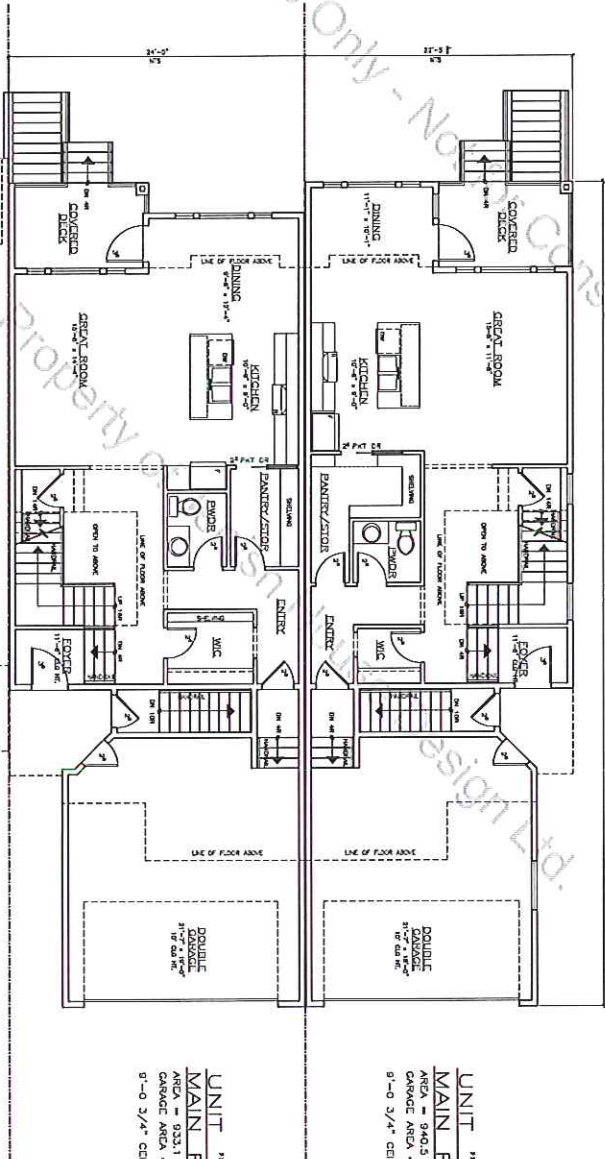
REVISED PLANS

JUL 15 2014

CITY OF KELOWNA  
Land Use Management



For Approval Purposes Only - Not for Construction



UNIT "A" — END UNIT  
MAIN FLOOR PLAN  
AREA = 340.5 SQ. FT.  
GARAGE AREA = 44.2 SQ. FT.  
9'-0 3/4" CEILING HEIGHT

UNIT "B" — INTERIOR UNIT  
MAIN FLOOR PLAN  
AREA = 323.1 SQ. FT.  
GARAGE AREA = 44.2 SQ. FT.  
9'-0 3/4" CEILING HEIGHT

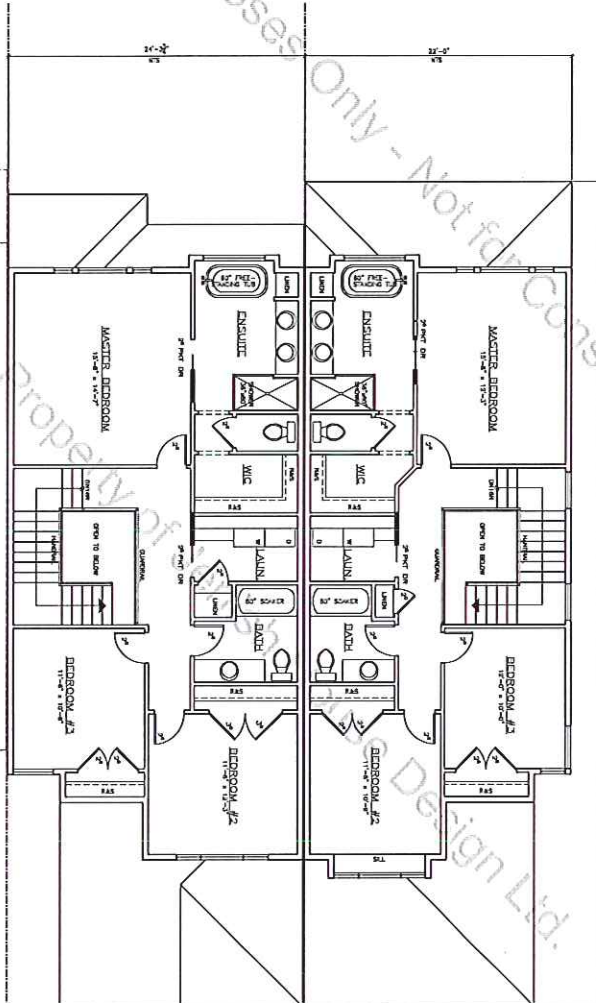
# REVISED PLANS

JUL 15 2014

CITY OF KELOWNA  
Land Use Management

MULTI-UNIT DEV.  
MAIN FLOOR PLAN

For Approval Purposes Only - Not for Construction



UNIT "A" - END UNIT  
SECOND FLOOR PLAN  
AREA = 998.7 SQ. FT.  
8'-0 3/4" CEILING HEIGHT

UNIT "B" - INTERIOR UNIT  
SECOND FLOOR PLAN  
AREA = 1080.1 SQ. FT.  
8'-0 3/4" CEILING HEIGHT

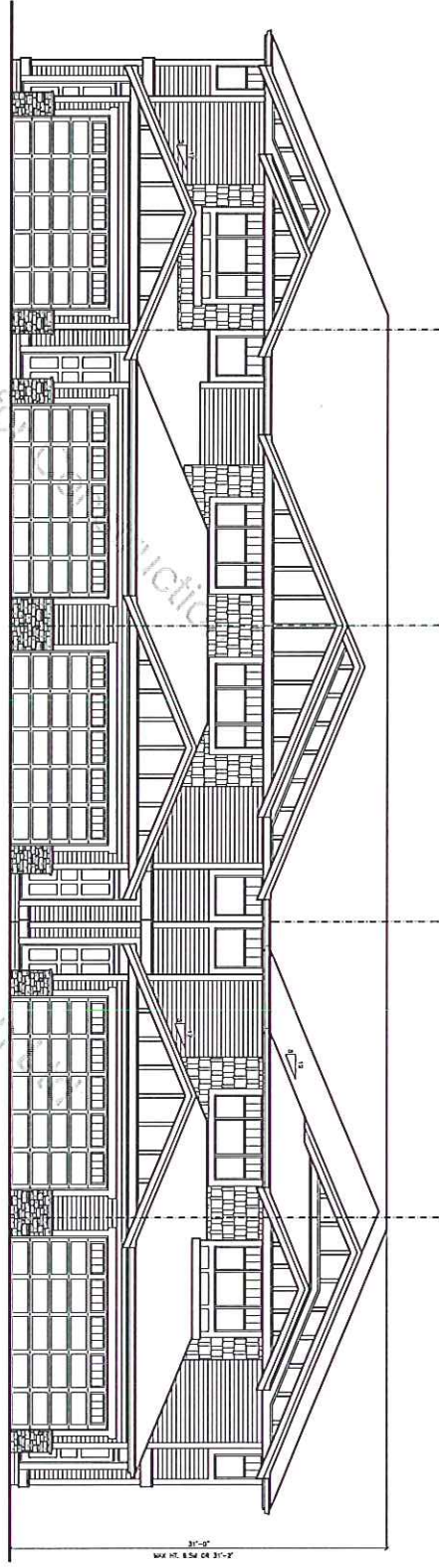
**REVISED PLANS**  
JUL 15 2014

CITY OF KELOWNA  
Land Use Management

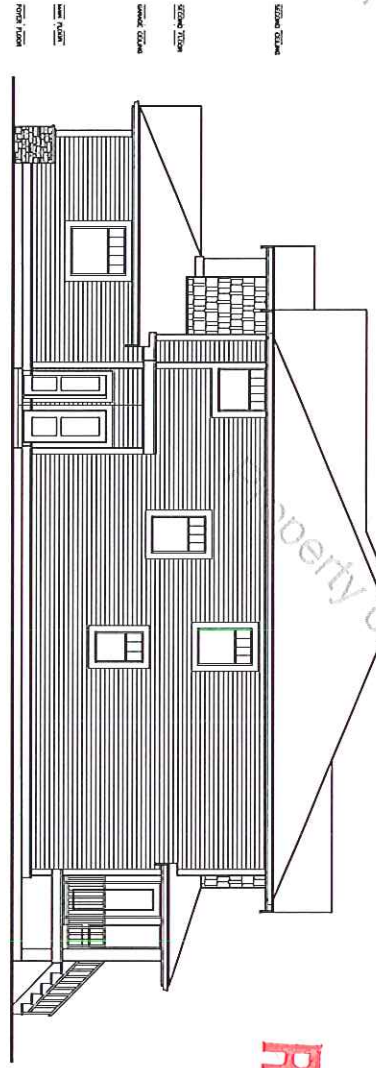
MULTI-UNIT DEV.  
SECOND FLOOR PLAN



SECOND FLOOR  
 THIRD FLOOR  
 FOURTH FLOOR  
 FIFTH FLOOR  
 SIXTH FLOOR  
 SEVENTH FLOOR  
 EIGHTH FLOOR  
 NINTH FLOOR  
 TENTH FLOOR  
 ELEVENTH FLOOR  
 TWELFTH FLOOR  
 THIRTEENTH FLOOR  
 FOURTEENTH FLOOR  
 FIFTEENTH FLOOR  
 SIXTEENTH FLOOR  
 SEVENTEENTH FLOOR  
 EIGHTEENTH FLOOR  
 NINETEENTH FLOOR  
 TWENTIETH FLOOR  
 TWENTY-FIRST FLOOR  
 TWENTY-SECOND FLOOR  
 TWENTY-THIRD FLOOR  
 TWENTY-FOURTH FLOOR  
 TWENTY-FIFTH FLOOR  
 TWENTY-SIXTH FLOOR  
 TWENTY-SEVENTH FLOOR  
 TWENTY-EIGHTH FLOOR  
 TWENTY-NINTH FLOOR  
 THIRTIETH FLOOR  
 THIRTY-FIRST FLOOR  
 THIRTY-SECOND FLOOR  
 THIRTY-THIRD FLOOR  
 THIRTY-FOURTH FLOOR  
 THIRTY-FIFTH FLOOR  
 THIRTY-SIXTH FLOOR  
 THIRTY-SEVENTH FLOOR  
 THIRTY-EIGHTH FLOOR  
 THIRTY-NINTH FLOOR  
 FORTIETH FLOOR  
 FORTY-FIRST FLOOR  
 FORTY-SECOND FLOOR  
 FORTY-THIRD FLOOR  
 FORTY-FOURTH FLOOR  
 FORTY-FIFTH FLOOR  
 FORTY-SIXTH FLOOR  
 FORTY-SEVENTH FLOOR  
 FORTY-EIGHTH FLOOR  
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 FIFTIETH FLOOR  
 FIFTY-FIRST FLOOR  
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 FIFTY-SEVENTH FLOOR  
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 SIXTIETH FLOOR  
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 SEVENTY-FOURTH FLOOR  
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 NINETYETH FLOOR  
 NINETY-FIRST FLOOR  
 NINETY-SECOND FLOOR  
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 NINETY-SIXTH FLOOR  
 NINETY-SEVENTH FLOOR  
 NINETY-EIGHTH FLOOR  
 NINETY-NINTH FLOOR  
 HUNDRETH FLOOR



FRONT ELEVATION

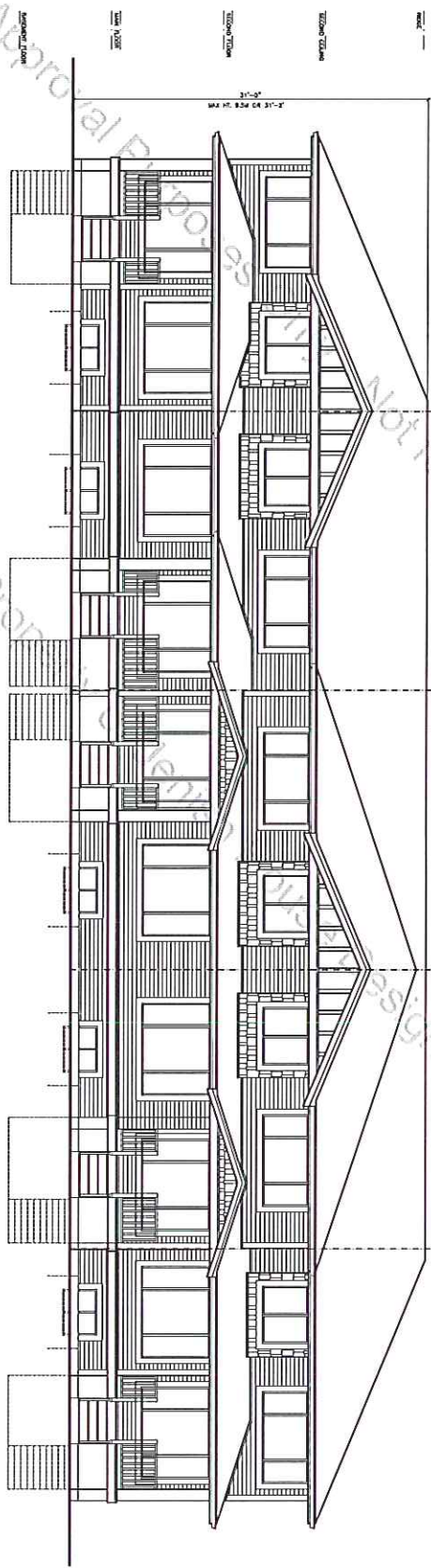


SIDE ELEVATION

**REVISED**  
 JUL 15 2013  
 CITY OF KELOVIA  
 Land Use Management

MULTI FAMILY

REAR ELEVATION



REVISED PLANS

JUL 15 2014

MULTI FAMILY

CITY OF  
Land Use Planning

REVISIONS	DATE	BY
1	07/15/14	JLD
2	07/15/14	JLD
3	07/15/14	JLD
4	07/15/14	JLD
5	07/15/14	JLD
6	07/15/14	JLD
7	07/15/14	JLD
8	07/15/14	JLD
9	07/15/14	JLD
10	07/15/14	JLD



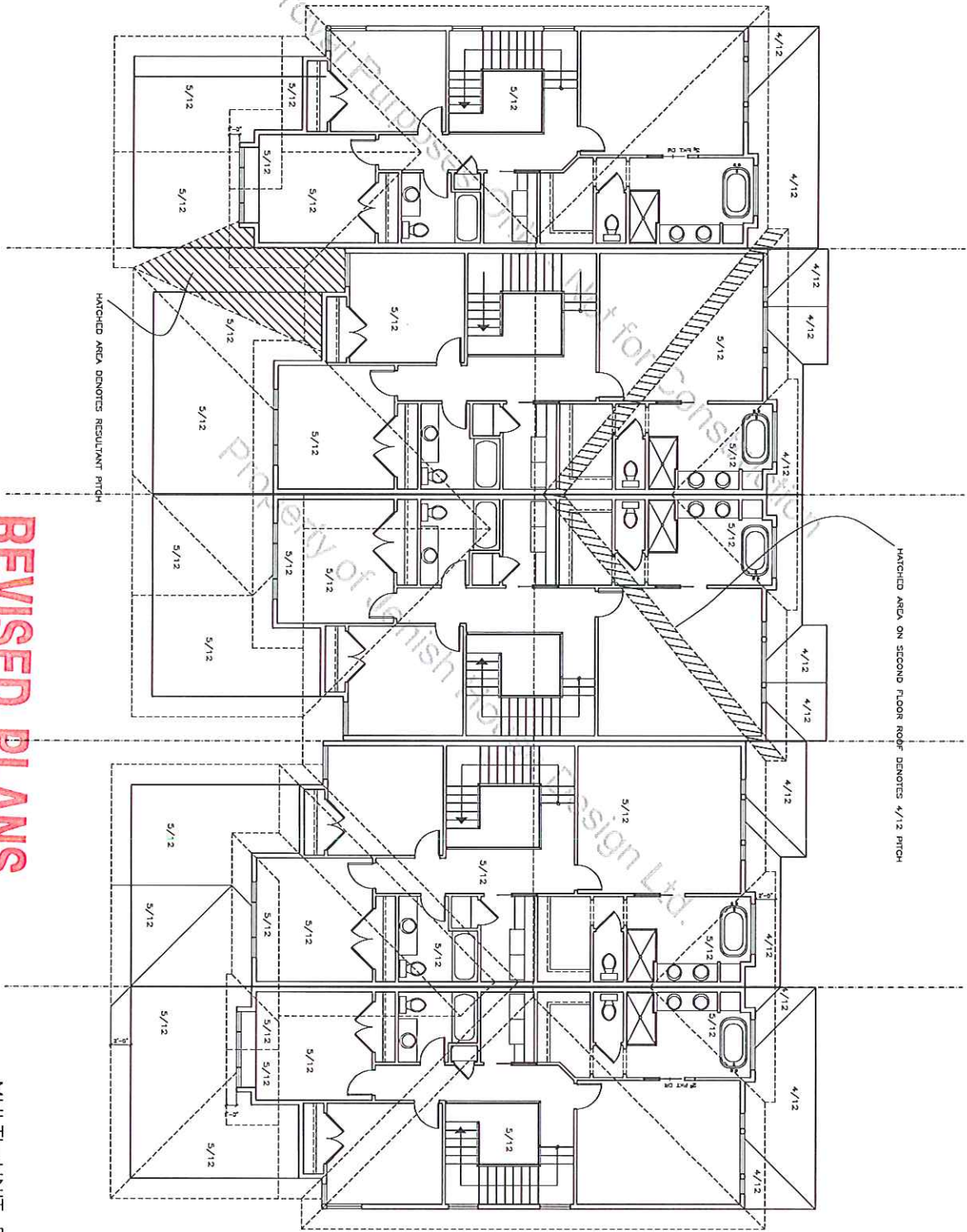
JENISH HOUSE DESIGN LIMITED

HEAD OFFICE  
101-101 GERRARD STREET  
EAST, TORONTO, ONT. M5C 1A6  
TEL: 416-593-8833  
TOLL FREE: 1-888-441-1010



For Approval Purposes Only Not for Construction

Property of Jenish House Design Ltd.



HATCHED AREA DENOTES RESULTANT PITCH

HATCHED AREA ON SECOND FLOOR ROOF DENOTES 4/12 PITCH

# REVISED PLANS

JUL 15 2014

CITY OF KELOWNA  
Land Use Management

MULTI-UNIT DEV.  
ROOF LAYOUT

REVISION	DATE	BY	CHKD
1	10/1/14	JD	JD
2	10/1/14	JD	JD
3	10/1/14	JD	JD
4	10/1/14	JD	JD
5	10/1/14	JD	JD
6	10/1/14	JD	JD
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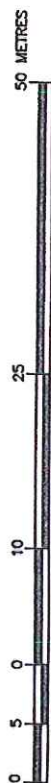


**JENISH HOUSE DESIGN LIMITED**

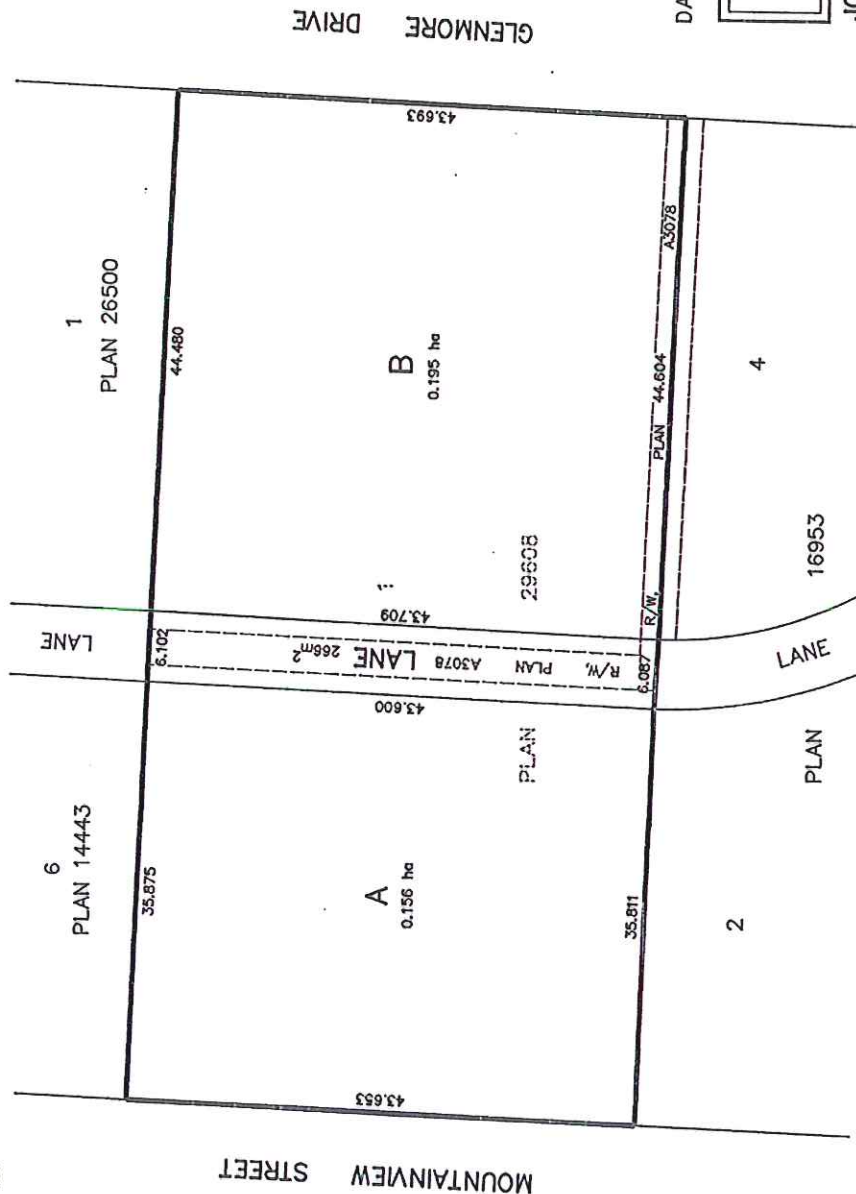
HEAD OFFICE  
203-101 GERRARD ST. E.  
KELOWNA, B.C. V1Y 1Y2  
TEL: 250-866-1111  
FAX: 250-866-1112  
TOTAL PRICE 1-888-455-1111

# PLAN OF PROPOSED SUBDIVISION OF LOT 1 SECTION 29 TOWNSHIP 26 ODYD PLAN 29608

SCALE: 1:400 METRES



1280 GLENMORE DRIVE  
PID: 004-249-437



DATE: MAY 12, 2014

Ferguson Land Surveying & Geomatics Ltd.  
B.C. AND CANADA LAND SURVEYORS  
404-1630 PANDOSY STREET, KELOWNA, B.C.  
TELEPHONE (250) 763-3115 FAX (250) 763-0321

JOB No 19875-PROP-SUB

S:\Shared (Aug 10, 2005)\Job\_Files\19875\19875-PROP-SUB.DWG  
DWGDT BDT: CF  
P3/P02



**CITY OF KELOWNA**  
**BYLAW NO. 10994**  
**Z14-0026 - 561655 BC LTD., INC.NO. BC0561655**  
**1280 Glenmore Drive**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1, Section 29, Township 26, ODYD, Plan 29608 located on 1280 Glenmore Drive, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM2-Low Density Row Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# REPORT TO COUNCIL



**Date:** 8/11/2014  
**RIM No.** 0940-43  
**To:** City Manager  
**From:** Urban Planning Manager (RS)  
**Application:** TA14-0009  
**Address:** N/A  
**Subject:** Zoning Bylaw Text Amendment

**Owner:** N/A  
**Applicant:** Mission Group Enterprises

---

## 1.0 Recommendation

THAT Zoning Bylaw Text Amendment No. TA14-0009 to amend City of Kelowna Zoning Bylaw No. 8000 by amending Section 2 - Interpretation as outlined in the Report of the Urban Planning Department dated July 30, 2014 be considered by Council.

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

## 2.0 Purpose

Text Amendment application to "Boat Storage" definition in Section 2 of Zoning Bylaw No.8000.

## 3.0 Urban Planning

The Urban Planning Department was been approached by the owner of Aqua Marine Valet (550 Truswell Rd) to add boat fuelling service to the list of services already available to the users of the dry land Boat Storage facility.

This use has actually been on the site for a number of years because of on-going Temporary Use Permit application. Staff have not encountered any complaints related to the use since it was approved under the Temporary Use Permit.

Given that the applicant has no ability to further extend the Temporary Use Permit, staff were asked to consider a solution which would allow the use to occur long term. Staff believe that this request has merit in that a change to the definition of "Boat Storage" would allow the fuel services for boats stored on appropriately designated sites to occur over land, and would reduce the potential for environmental impact that may occur if there was a fuel spill over water. This change to add fuel service to the boat storage definition is intended to accommodate the users of the dry land boat storage who store their boat at the facility, and not to service visitor boat traffic.

The applicant has proposed to add wording to the text amendment to include compliance with the City of Kelowna Fire and Life Safety Bylaw No. 10760, as amended or replaced from time to time ", as well as a requirement that fuel dispensing only be part of a storage facility greater



that 100 boats to preclude the dispensing of fuel for boat storage facilities that could be located on much smaller lots.

#### 4.0 Proposal

##### 4.1 Background

The existing dry land boat storage facility located at 550 Truswell Road was developed on the subject property in 1999. In 2008, the current owners purchased the subject property as part of the comprehensive “Aqua” resort apartment hotel development proposed for the subject property and the adjacent five lake front properties that are currently under application.

This application was originally presented to the APC on April 14, 2009 as a text amendment (TA09-0002) to the C9 - Tourist Commercial zone, and the following recommendation was passed:

THAT the Advisory Planning Commission NOT support Text Amendment Application No. TA09-0002, for 550 Truswell Rd; Lot 17, DL134, Plan 2714, Sec 1, Twp 25, ODYD; Except Plan KAP66236; by Aqua Resort Ltd (J. Adamson), to allow facilities for more than 100 boats to provide on-site fuel dispensing.

In response to the concerns of both the APC and Public in attendance, the applicant amended the application to the form of a Temporary Use Permit to allow the temporary dispensing of fuel on the property. Overall, the APC could not endorse the application given the proximity to an existing marina fuelling facility located at the Hotel pier.

The original intent of the Temporary Use Permit was to allow the operator of the dry land boat storage facility located on the subject property the option of fuelling on-site boats and marine equipment, in addition to the storage and launching activities that are currently permitted. It is anticipated that the operation of the dry land boat storage facility will remain until such time as the “Aqua” development proposal attains required federal, provincial and municipal approvals pertaining to the ultimate development.

##### 4.2 Project Description

The applicant has had 2 temporary use permits on the site and is not able to apply for further extensions but wishes to continue the fuel services use indefinitely. Prior to Council consideration of the original Temporary Use Permits, the applicant had considered moving forward with a Text Amendment but as noted above, concerns from the City’s Advisory Planning Commission persuaded the applicant to withdraw the Text Amendment application.

The proposed changes proposed to the definition for “Boat Storage” are shown below:

The existing definition from the City of Kelowna Zoning Bylaw states;

**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.

The applicant is proposing to amend the definition of Boat Storage by adding the following wording (in italics) to the definition;

**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.* The fuel storage tanks must adhere to the *City of Kelowna Fire and Life Safety Bylaw No. 10760* (as amended or replaced from time to time), 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* (as amended or replaced from time to time). **Boat Storage** does not include major servicing, sales, or major repair of boats or marine equipment.

The intent of this amendment is to allow the operator of a dry land boat storage facility the option of fuelling boats and marine equipment, in addition to the storage and launching activities that are currently permitted to occur on C9 zoned sites.

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

The subject property is designated as Mixed Use Tourism (MXT). This designation is intended for 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.

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

Marina Facilities. Allow private sector provision of another marina facility within the City, providing that this can be done in an environmentally sound manner and providing that upland transportation, parking and community impacts can be adequately addressed;

## 6.0 Technical Comments

### 6.1 Fire Department

A permit from the Kelowna Fire Department is required for a tank install as well a letter from an engineer stating a tank installation meets all necessary requirements.

### 6.2 Development Engineering Branch

This application for a Text Amendment for this property does not compromise Works and Utilities servicing requirements.

## 7.0 Application Chronology

Date Application Received: June 25, 2014

Report prepared by:



---

Ryan Smith, Urban Planning Manager

**Approved for Inclusion**



Doug Gilchrist  
Divisional Director, Community Planning and Real Estate

**Attachments:**

Schedule "A"

SCHEDULE 'A' Boat Storage Definition Text Amendment  
TA14-0009

Zoning Bylaw No. 8000				
No.	Section	Old text	Existing Text	Proposed Text
1.	Section 2 - Boat Storage Definition	Same as existing.	<b>BOAT STORAGE</b> 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. <b>Boat Storage</b> does not include major servicing, sales, or major repair of boats or marine equipment and does not include on-site fuel dispensing.	<b>BOAT STORAGE</b> 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. <b>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</b> does not include major servicing, sales, or major repair of boats or marine equipment.



**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

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

## CITY OF KELOWNA

### BYLAW NO. 10947

#### **Amendment to the Official Community Plan Bylaw No. 10500 - Replacing Map 4.1 - Generalized Future Land Use Map**

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended as follows:

1. THAT **Map 4.1 - Generalized Future Land Use Map** be deleted in its entirety and replaced with a new **Map 4.1 - Generalized Future Land Use Map** 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 28<sup>th</sup> day of April, 2014.

Considered at a Public Hearing on the 13<sup>th</sup> day of May, 2014.

Read a second and third time by the Municipal Council this 13<sup>th</sup> day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**CITY OF KELOWNA**  
**BYLAW NO. 10955**  
**Z13-0041 - AJ Weins Development Group Ltd., Inc. No.**  
**BC0798391**  
**979 and 989 Laurier 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 Lots 1 and 2, District Lot 138, ODYD, Plan 6809 located on Laurier Avenue, Kelowna, B.C., from the RU6 - Two Dwelling zone to the RM2 - Low Density zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 28<sup>th</sup> day of April, 2014.

Considered at a Public Hearing on the 13<sup>th</sup> day of May, 2014.

Read a second and third time by the Municipal Council this 13<sup>th</sup> day of May, 2014.

Approved under the Transportation Act this 4<sup>th</sup> day of June, 2014.

Lynda Lochhead  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# REPORT TO COUNCIL



**Date:** 8/11/2014  
**RIM No.** 0940-40  
**To:** City Manager  
**From:** Urban Planning (AW)  
**Application:** DP13-0182, OCP14-0004 & Z13-0041  
**Owner:** AJ Weins Development Group Ltd., Inc. No. BC0798391  
**Address:** 979 & 989 Laurier Avenue  
**Applicant:** IHS Design (Chris Vickery)  
**Subject:** Development Permit  
**Existing OCP Designation:** S2RES - Single/Two Unit Residential  
**Existing Zone:** RU6 - Two Dwelling Housing  
**Proposed Zone:** RM2 -Low Density Row Housing

---

## 1.0 Recommendation

THAT Final Adoption of OCP Amending Bylaw No. 10947 and Zoning Amending Bylaw No. 10955 be considered by Council;

AND THAT Council authorize the issuance of Development Permit No. DP13-0182 for Lots 1 & 2, District Lot 138, ODYD, Plan 6809, located at 979 & 989 Laurier 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;
5. The lots be consolidated prior to issuance of the Development Permit.

AND THAT the applicant be required to complete the above-noted condition No. 4 within 180



days of Council approval of the Development Permit application in order for the permit to be issued.

## 2.0 Purpose

To consider a Development Permit for two 3 unit row housing projects.

## 3.0 Land Use Management

Staff are supportive of the proposal, as it is seen to meet the Official Community Plan (OCP) Design Guidelines and Urban Centre objectives. The proposal will enable the subject properties to be developed with ground-oriented rowhouse development that is compatible with and appropriate for this transitional residential area south of Highway 97 and west of the Capri/Landmark Urban Centre. Further, it is supportive of City policies encouraging housing intensification and diversification in the City's urban core area, and near services and transit. The design is sympathetic to the existing scale and character of the area and the construction of the real lane creates a stronger pedestrian environment with all parking and vehicular movements at the back away from the street.

## 4.0 Proposal

### 4.1 Project Description

The development of two 3-unit rowhouse development on the consolidated site would result in a total of 6 dwelling units. A portion of the presently unconstructed rear lane would be developed at this time to serve the subject site, and all vehicular access and parking for the subject development would be taken from the lane only.

The proposal contemplates street-fronting units with main entries and porches along Laurier Avenue, creating a strong pedestrian orientation. An enhanced frontage and landscaping along Bowes Street is also anticipated. While 2 storeys in height, the second storey along the front elevation is proposed to be contained largely within a steep sloped roof with dormers. The proposed overall design aesthetic is of a traditional residential form, with steeply pitched roofs, overhangs, and half-timbering detail. The proposal compares to the proposed RM2 zone requirements as follows:

Zoning Analysis Table		
CRITERIA	RM2 ZONE REQUIREMENTS	PROPOSAL (consolidated lots)
Existing Lot/Subdivision Regulations		
Lot Area	1,000 m <sup>2</sup>	1,780 m <sup>2</sup>
Lot Width	30.0 m	46.0 m
Lot Depth	30.0 m	38.7 m
Development Regulations		
Floor Area Ratio	0.65	0.63
Site Coverage	50% (buildings) 55% (buildings, parking & driveways)	40% 48%
Height	9.5 m / 2.5 storeys	7.6 m / 2 storeys
Front Yard	1.5 m	4.5 m
Side Yard (west)	4.0 m	4.0 m
Side Yard (east)	4.5 m	4.5 m
Rear Yard	7.5 m dwelling / 1.5 m garage	18.8 m dwelling / 2.1 m garage
Building Separation	3.0 m	3.0 m

Other Regulations		
Min. Parking Requirements	2 spaces/unit @ 6 units	12 spaces
Bicycle Parking	Class I - 0.5/unit Class II - 0.1/unit	Meets requirements
Private Open Space	25 m <sup>2</sup>	49 m <sup>2</sup> - 69 m <sup>2</sup> , per unit

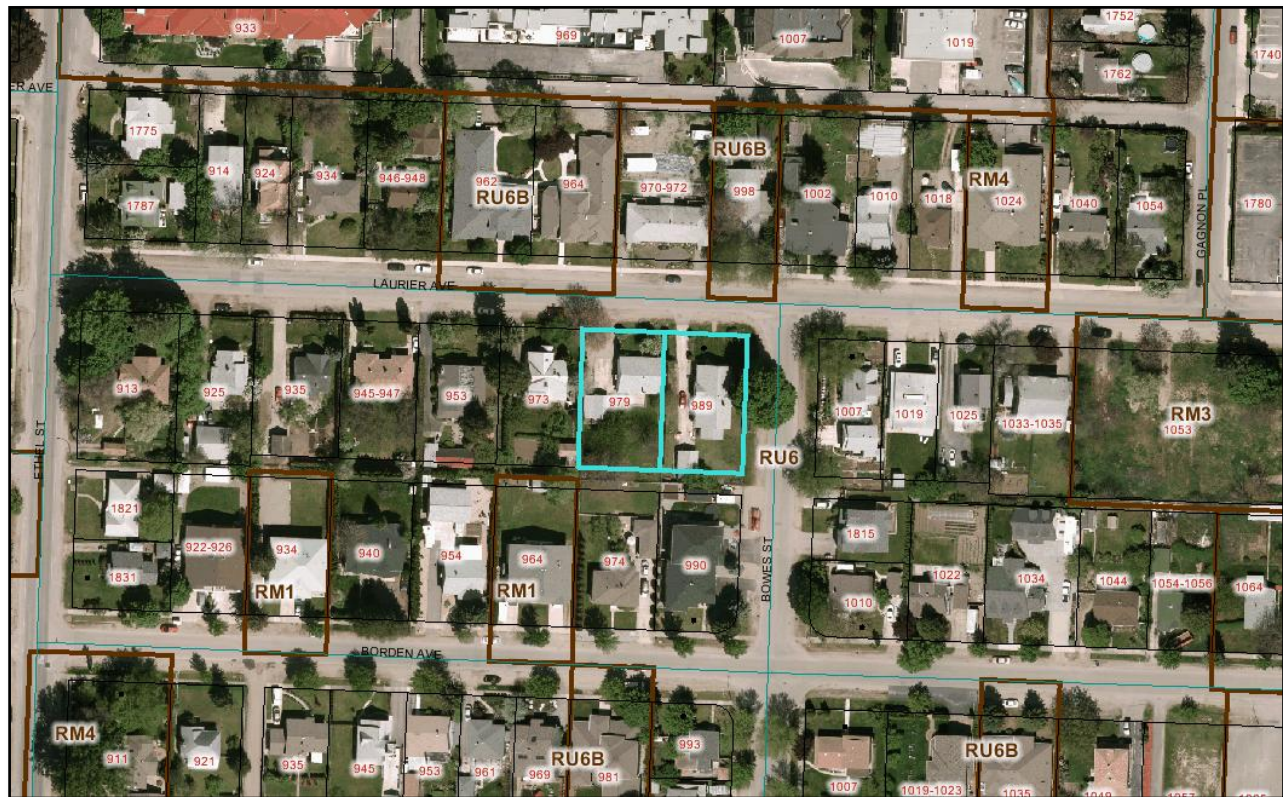
#### 4.2 Site Context

The subject site is comprised of two, larger single family properties on the south side of Laurier Avenue at Bowes Street. It is located approximately midway between Ethel Street to the west and Gordon Drive and the Capri Shopping Mall to the east.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 - Two Dwelling Housing RU6B - Two Dwelling Housing (Boarding House)	Single and Two Family Dwellings and Boarding Houses
East	RU6 - Two Dwelling Housing	Single and Two Family Dwellings
South	RU6 - Two Dwelling Housing RM1 - Four Dwelling Housing	Single Family Dwellings and Fourplex
West	RU6 - Two Dwelling Housing	Single and Two Family Dwellings

#### Subject Property Map: 979 & 989 Laurier Avenue





## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Chapter 5 - Development Process

**Policy 5.2.3 - Compact Urban Form.** Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

**Policy 5.23.1 - Ground-Oriented Housing.** Encourage all multi-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms to provide a family housing choice within multi-unit rental or ownership markets. High density residential projects in the Downtown area are encouraged to include a ground-oriented housing component, especially where such can be provided on non-arterial and non-collector streets.

#### Chapter 14 - Urban Design Guidelines

##### Comprehensive Development Permit Objectives:

- Convey a strong sense of authenticity through urban design that is distinctive for Kelowna;
- Promote a high urban design standard and quality of construction for future development that is coordinated with existing structures;
- Integrate new development with existing site conditions and preserve the character amenities of the surrounding area;
- Promote interesting, pedestrian friendly streetscape design and pedestrian linkages;
- Provide for a scale and massing of commercial buildings that promotes a safe, enjoyable living, pedestrian, working, shopping and service experience;
- Incorporate architectural features and detailing of buildings and landscapes that define an area's character;
- Promote alternative transportation with enhanced streetscapes and multimodal linkages;
- Protect and restore the urban ecology (i.e. architectural and site consideration with respect to the ecological impact on urban design).
- Moderate urban water demand in the City so that adequate water supply is reserved for agriculture and for natural ecosystem processes.
- Reduce outdoor water use in new or renovated landscape areas in the City by a target of 30%, when compared to 2007.

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- Development Cost Charges (DCCs) are required to be paid prior to issuance of any Building Permits.
- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- This property falls within the Mill Creek flood plain bylaw area and compliance is required. Minimum building elevations are required to be established prior to the release

of the Development Permit. This building may be designed to low, which may affect the form and character of the building.

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

## 6.2 Development Engineering Department

Addressed as part of Z13-0041.

## 6.3 Fire Department

- Requirements of section 9.10.19 Smoke Alarms of the BCBC 2012 are to be met.
- Emergency access is from the main roadway and not the lane behind.
- Fire department access, fire flows, and hydrants as per the BC Building Code and City of Kelowna Subdivision Bylaw #7900. The Subdivision Bylaw #7900 requires a minimum of 90ltr/sec fire flows.

## 6.4 Interior Health

Provided that all development on the subject property is to be serviced by community sanitary sewer and community water systems this office has no concern or objection to approval of the application(s) as submitted.

## 6.5 FortisBC (Electric)

There are primary distribution facilities within Laurier Avenue. 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.

## 6.6 FortisBC (Gas)

No comments provided.

## 6.7 Shaw Cable

Owner / developer to supply and install an underground conduit system per Shaw Cable drawings and specifications.

## 6.8 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

Date Rezoning Application Received:	November 12 <sup>th</sup> , 2013
Zoning Public Hearing:	May 14 <sup>th</sup> , 2014
Zoning Conditions Addressed:	July 20 <sup>th</sup> , 2014



**Report prepared by:**

---

Alec Warrender, Planner

**Reviewed by:**

☐

Ryan Smith, Manager, Urban Planning

**Approved for Inclusion:**

☐

Doug Gilchrist, Div. Dir. of Community Planning & Real Estate

**Attachments:**

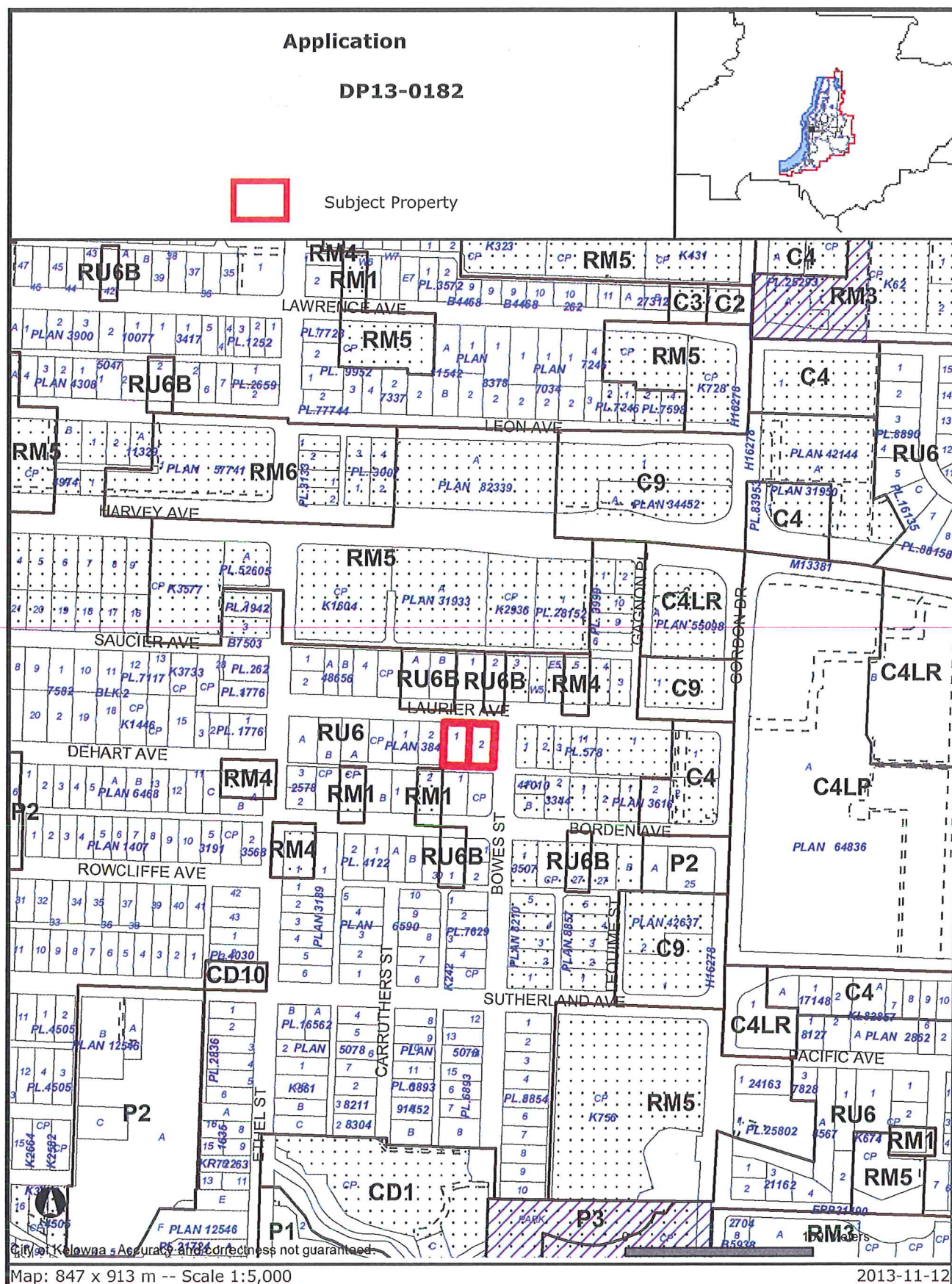
Subject Property Map

Site Plan

Conceptual Elevations

Conceptual Landscape Plan

Context/Site Photos



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.



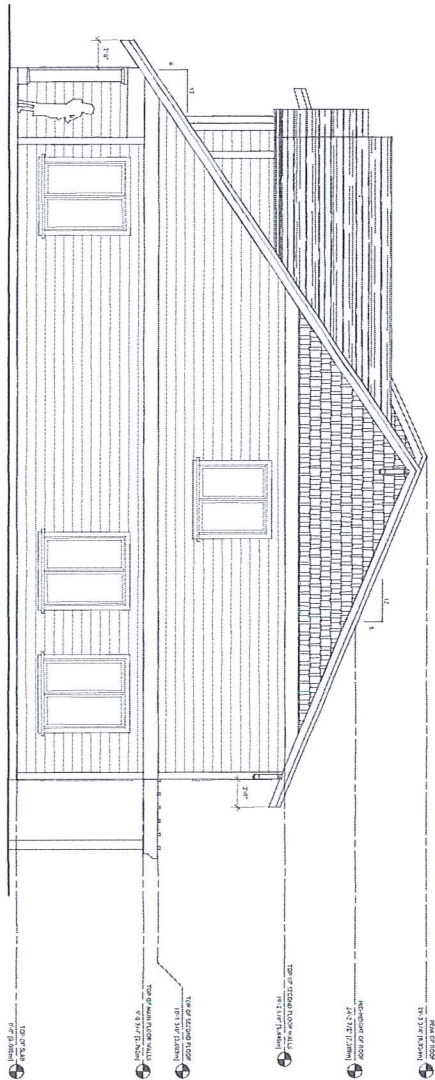
The site plan shows two adjacent lots, 979 LAMBER AVENUE and 989 LAMBER AVENUE, each measuring 33.75' by 121.75'. Each lot contains a building footprint and a parking area. The parking area for 979 LAMBER AVENUE includes three car stalls (each 10' x 20') and three truck stalls (each 10' x 30'). The parking area for 989 LAMBER AVENUE includes two car stalls (each 10' x 20') and two truck stalls (each 10' x 30'). The plan also shows setbacks from the property lines and a north arrow.

SCHEDULE A  
This forms part of development  
Permit # DP-13-0182

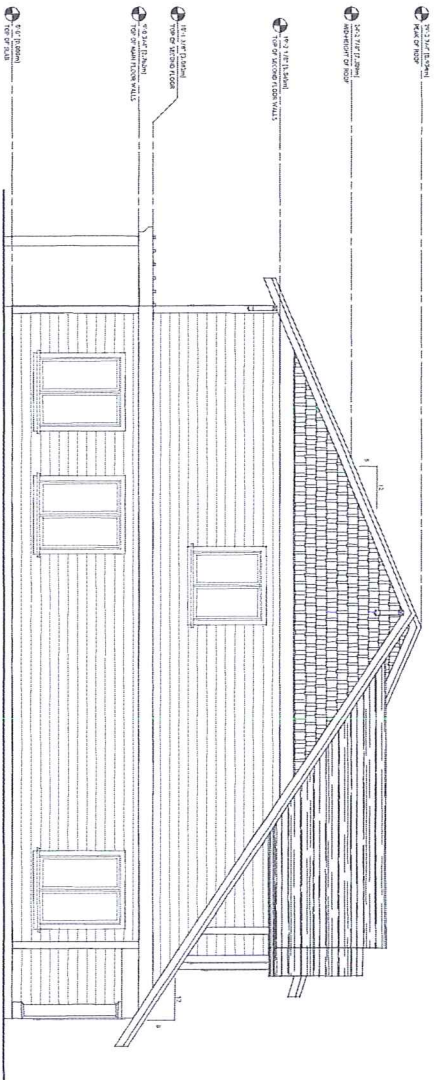
119







1 WEST ELEVATION  
Scale: 1/4" = 1'-0"



2 EAST ELEVATION  
Scale: 1/4" = 1'-0"

## SCHEDULE A

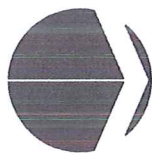
This forms part of development

Permit # DP13-0182



THE DESIGN  
644 ARROWDALE LANE  
KELOWNA, BC  
V1Y 4A5

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PROJECT NORTH

REVISION	DATE	DESCRIPTION
A	4/23/13	ISSUED FOR PERMITTING
B	4/23/13	ISSUED FOR PERMITTING
C	4/23/13	ISSUED FOR PERMITTING
D	4/23/13	ISSUED FOR PERMITTING

PROJECT

RESIDENTIAL MULTIFAMILY  
879 & 889 LAURIER AVENUE  
KELOWNA, BC V1Y 6A6  
LOTS 1 & 2 PLAN 6809

DRAWING TITLE

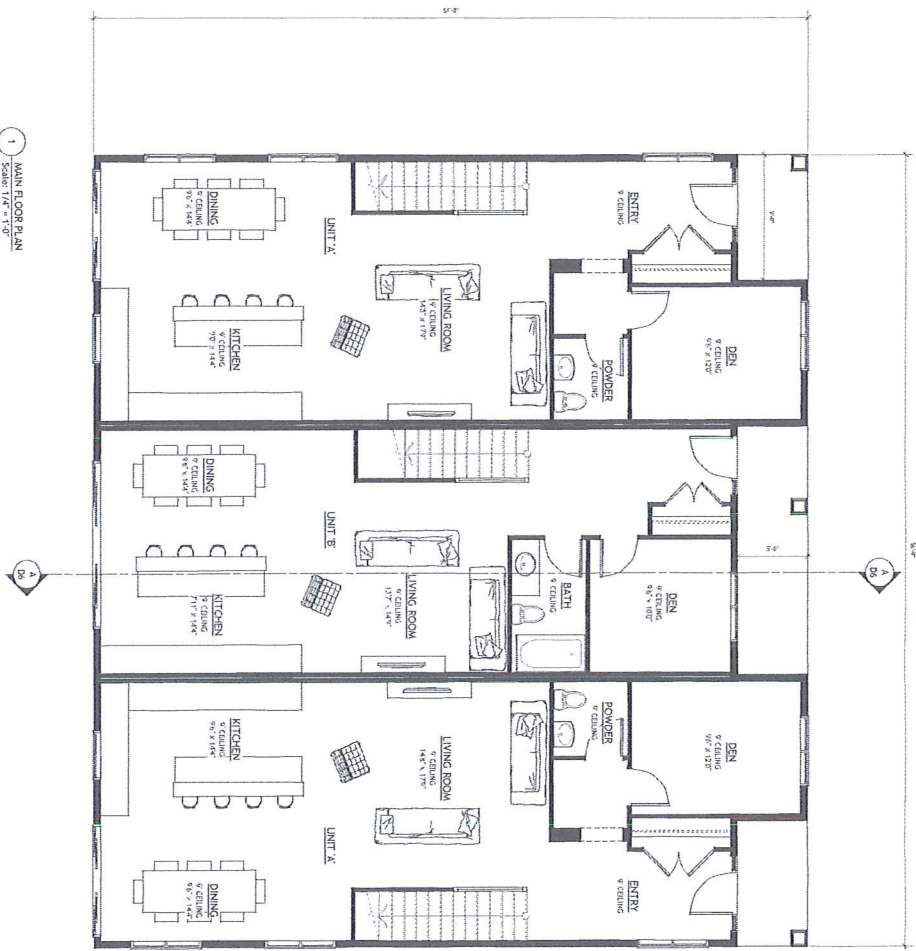
SIDE ELEVATIONS

DATE

MAY 4, 2013


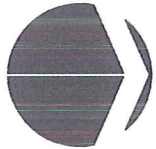
DRAWING NUMBER

3 of 8

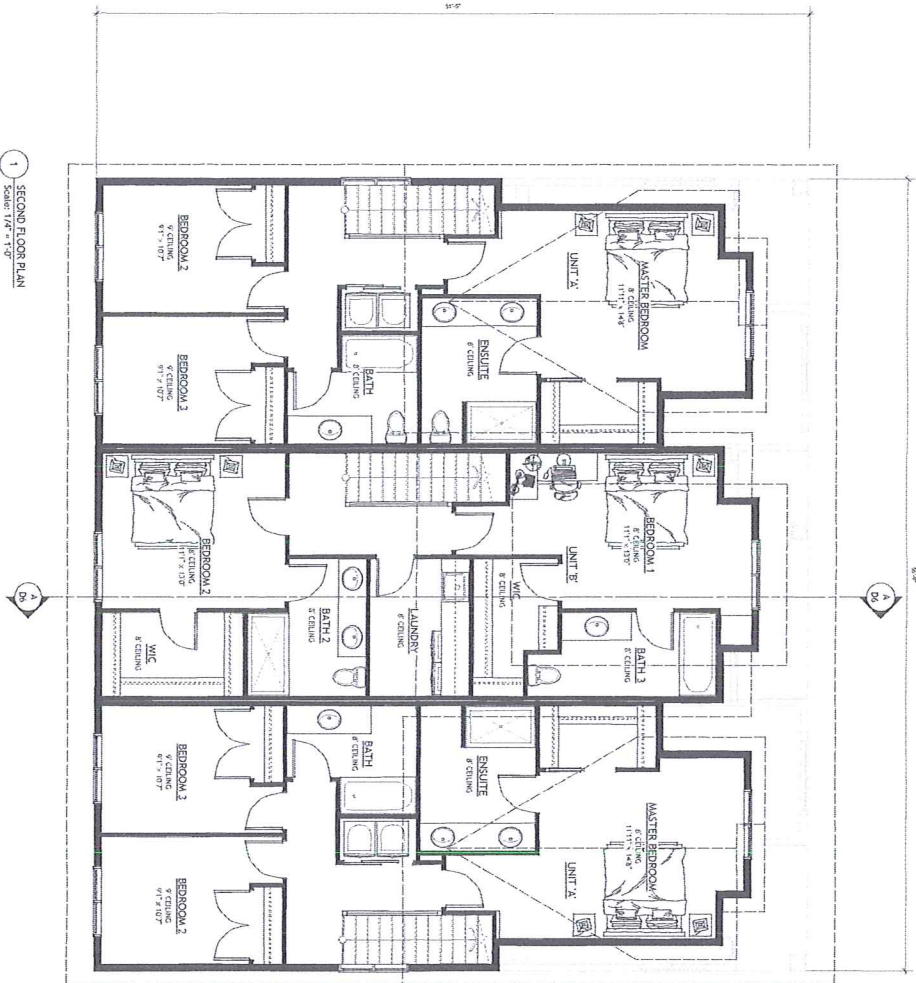


1 MAIN FLOOR PLAN  
Scale: 1/4" = 1'-0"

**SCHEDULE A**  
This forms part of development  
Permit # DP13-0182

 <b>JRS DESIGN</b> 544 BRUNSWICK LANE KELOWNA, BC V1Y 4Y5	NOTICE: THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF JRS DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF JRS DESIGN.	 <b>PROJECT NORTH</b>	REGION A ACCT# 1 4/2/14 DESIGNED FOR DEVELOPMENT (TYPICAL)	REGION B ACCT# 2 4/2/14 DESIGNED FOR DEVELOPMENT (TYPICAL)	REGION C ACCT# 3 4/2/14 DESIGNED FOR DEVELOPMENT (TYPICAL)
			PROJECT RESIDENTIAL MULTIFAMILY 879 & 889 LAURIER AVENUE KELOWNA, BC V1Y 6A9 LOTS 1 & 2 PLAN 9809		
DRAWING TITLE <b>MAIN FLOOR PLAN</b>					
DATE MAY 4, 2013					
DRAWING NUMBER 4 of 8					



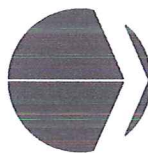


**SCHEDULE A**  
 This forms part of development  
 Permit # DP13-0182



H2O DESIGN  
 644 LAUREL AVENUE  
 KELLOWNA, BC  
 V1W 4Y5

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PROJECT NORTH

REVISION	DATE	DESCRIPTION
A	2013.05.04	ISSUED FOR PERMIT
B	2013.05.04	REVISED SITE DATA
C	2013.05.04	REVISED SITE DATA
D	2013.05.04	REVISED SITE DATA

PROJECT

RESIDENTIAL MULTIFAMILY  
 979 & 989 LAURIER AVENUE  
 KELLOWNA, BC V1W 6A9  
 LOTS 1 & 2 PLAN 6909

DRAWING TITLE

SECOND FLOOR PLAN

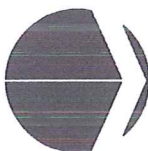
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MAY 4, 2013

DRAWING NUMBER

5 of 8

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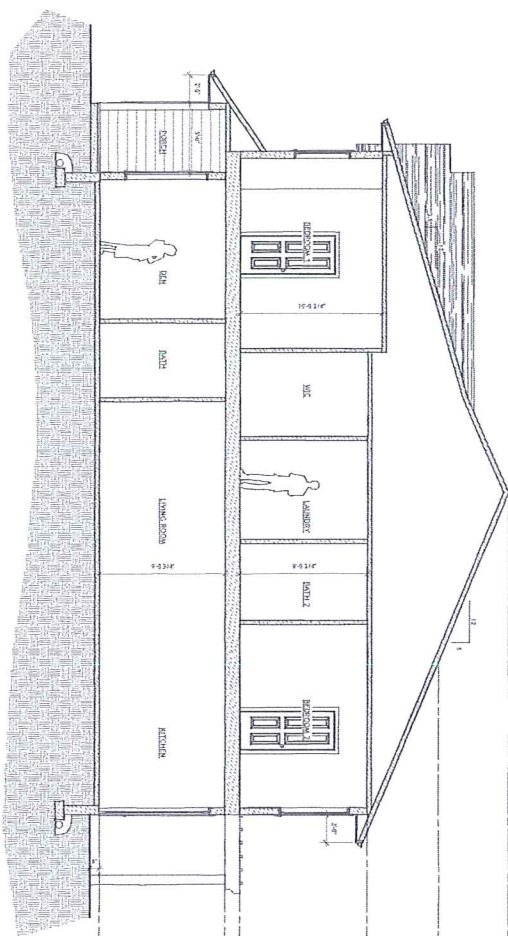
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A	06/03	ISSUED FOR RECORD
B	06/03	REMOVED PROJECT WIDTH
C	06/04	REVISED SITE DATA
D	07/04	ISSUED FOR DEVELOPMENT PERMIT

REVISION	DATE	DESCRIPTION
A	4/2/13	ISSUED FOR INFORMATION
C	4/2/13	ISSUED FOR INFORMATION
D	5/1/14	REVISED BY DANA DESIGN FOR CONSTRUCTION PERMIT

RESIDENTIAL MULTIFAMILY  
979 & 989 LAURIER AVENUE  
KELOWNA, BC V1Y 6A9  
LOTS 1 & 2 PLAN 6809

MAY 4, 2013

8 of 6



**SECTION**  
Scale: 1/4" = 1'-0"



**BONE SYSTEM**

- LAMINATE SINGLES
- BITUMEN SATURATED ROOFING PAPER
- 7/16" SHEATHING W/ NAILS
- ENGINEERED ROOF TRUSSES @ 24" O.C.
- R-64 INSULATION
- 6 MIL. POLY VAPOR BARRIER
- 1/2" CEILING BOARD (TEXTURED)

EXPERIMENTAL

- HARDFLOOR LAY SEEDING
- BUILDING PAPER
- 3/8" SHEATHING
- 2X6 STUD WALL - STUDS @ 16" O.C.
- R-20 INSULATION
- 6 MIL POLY VAPOUR BARRIER
- 1/2" DRYWALL (PAINTED)

BEARING WALL

- 1/2" DRYWALL (PAINTED)
- 2x4 STUD WALL - STUDS @ 16" O.C.
- 1/2" DRYWALL (PAINTED)

BEARING WALL

- 1/2" DRYWALL (PAINTED)
- 2x4 STUD WALL - STUDS @ 16" O.C.
- 1/2" DRYWALL (PAINTED)

3 GARAGE CONCRETE SLAB

- 4" CONCRETE SLAB (3.2 MPA MIN)
- MIN. 2% SLOPE TO FRONT OF GARAGE
- 5% MIN AIR ENTRAINMENT
- 10M EARS @ 1M T.W.
- 6" MIN WELL COMPACTED GRANULAR FILL
- UNEXCAVED EARTH

5 FLOOR SYSTEM

- \* INTERIOR FLOOR COVERINGS.
- \* 3/4" T & G PLYWOOD SUBFLOOR.
- \* 11/8" 7/16" T&I SLANT FLOOR (SEE APPROVED LAYOUT FOR JOIST SPACING AND PLACEMENT).
- \* 1/2" DRYWALL (TEXTURED) IN FINISHED AREAS ONLY.
- \* REFER TO APPROVED FLOOR LAYOUT DIAGRAM.
- \* 4MM, 8-24 BATT'S IN AREAS OVER TOWER CANOPE.
- \* 4MILL POLY VANDUR DAPPER.

## CONCRETE FOUNDATION

- 8" CONCRETE PROXY WALL.
- MIN. 20 MPa 28 DAY CONCRETE STRENGTH.
- 10M BAR (HOLD) @ 15" O.C.
- 10M BAR (VERT.) @ 45" O.C. ALTERNATING.
- 24" X 36" 15M CORNER BARS @ ALL CORNERS.
- 1 1/2" CLEAR TO REBAR FROM INSIDE OF
- 1/2" ADOT ANCHOR BOLTS REQ'D @ 4'-0" O.C.

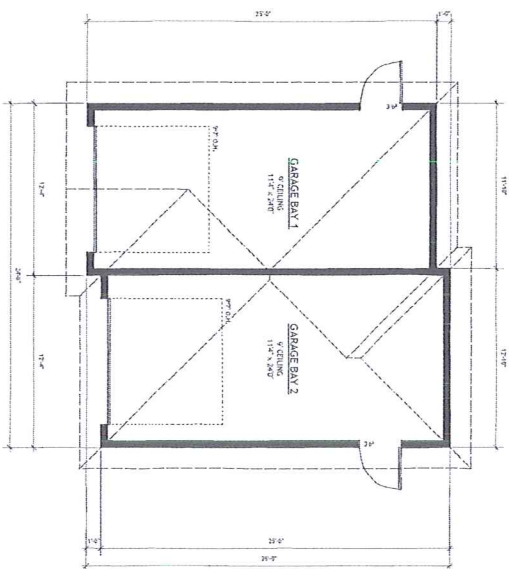
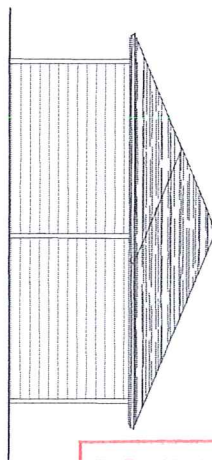
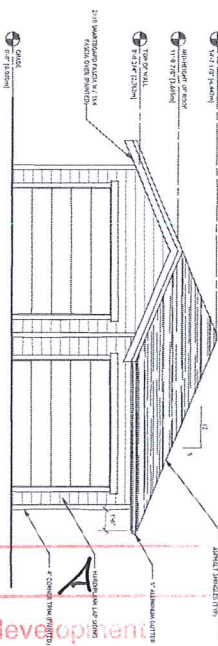
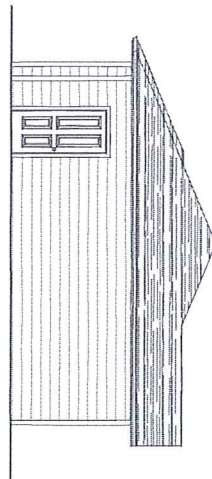
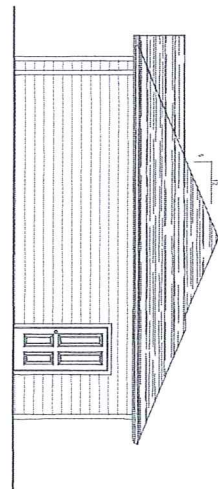
SLAB ON GRADE

- 4" CONCRETE SLAB (20 MPA MIN)
- 10M BARS @ 16" C.W. IN THICK FLOOR AREA
- 6 MIL POLY LAPPED NOT LESS THAN 12"
- MINIMUM 4" CLEAN GRANULAR MATERIAL

[illegible][illegible]

TOP OF SECOND FLOOR  
15'-1" ABOVE FINISH  
TOP OF MAIN FLOOR  
4'-0" (12'-0")





## SCHEDULE

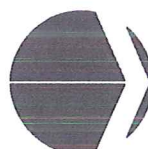
This forms part of development

Permit # DP13-0182



IHS DESIGN  
644 ARROWLEAF LANE  
KELOWNA, BC  
V1W 4Y5

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REVISION	DATE	DESCRIPTION
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B	3/20/74	REVISED PROJECT WIDTH
C	4/24/74	REVISED SITE DATA
D	8/19/74	ISSUED FOR DEVELOPMENT PERMIT

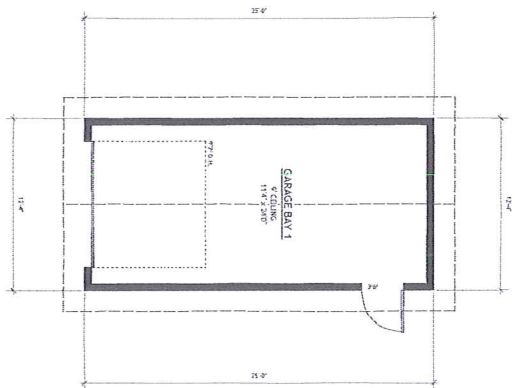
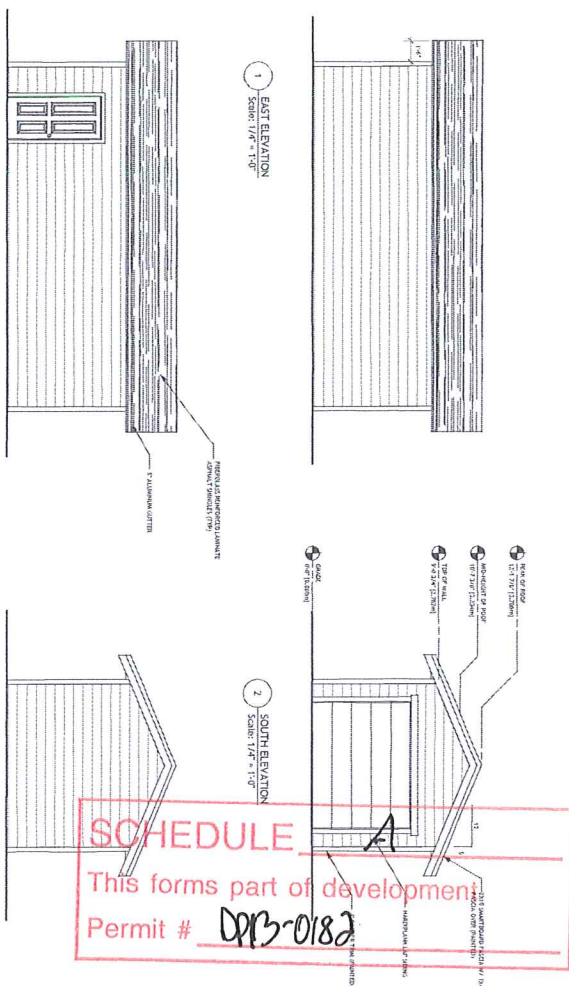
RESIDENTIAL MULTIFAMILY  
979 & 989 LAURIER AVENUE  
KELOWNA, BC V1Y 6A9  
LOTS 1 & 2 PLAN 8809



ENDORSED TITLE  DOUBLE GARAGE	DATE  MAY 4, 2013
-------------------------------------	-------------------------

MAY 4, 2013

CHRYSTINE M. BATES

7 of 8



		
H&O DESIGN INC. 644 KILGORE AVE KESWICK V1W 4T5		
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PROJECT NORTH		
		
REVISION	DATE	DESCRIPTION
A	2013.04.15	ISSUED FOR PERMITTING
B	2013.04.15	ISSUED FOR PERMITTING
C	2013.04.15	ISSUED FOR PERMITTING
D	2013.04.15	ISSUED FOR PERMITTING

<p>PROJECT</p> <p>RESIDENTIAL MULTIFAMILY 979 &amp; 989 LAURIER AVENUE KELOWNA, BC V1Y 6A9 LOTS 1 &amp; 2 PLAN 6809</p>	<p>DATE</p> <p>MAY 4, 2013</p>	<p>8 of 8</p>
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SCHEDULE	B
This forms part of development	
Permit #	SP13 - 0182



979 & 979 LAURIER AVENUE, KELOWNA, BC

IHS DESIGN  
 644 ARROWLEAF LANE  
 KELOWNA, BC V1W 4Y5  
 (250) 212-7938  
 www.ihsdesign.com

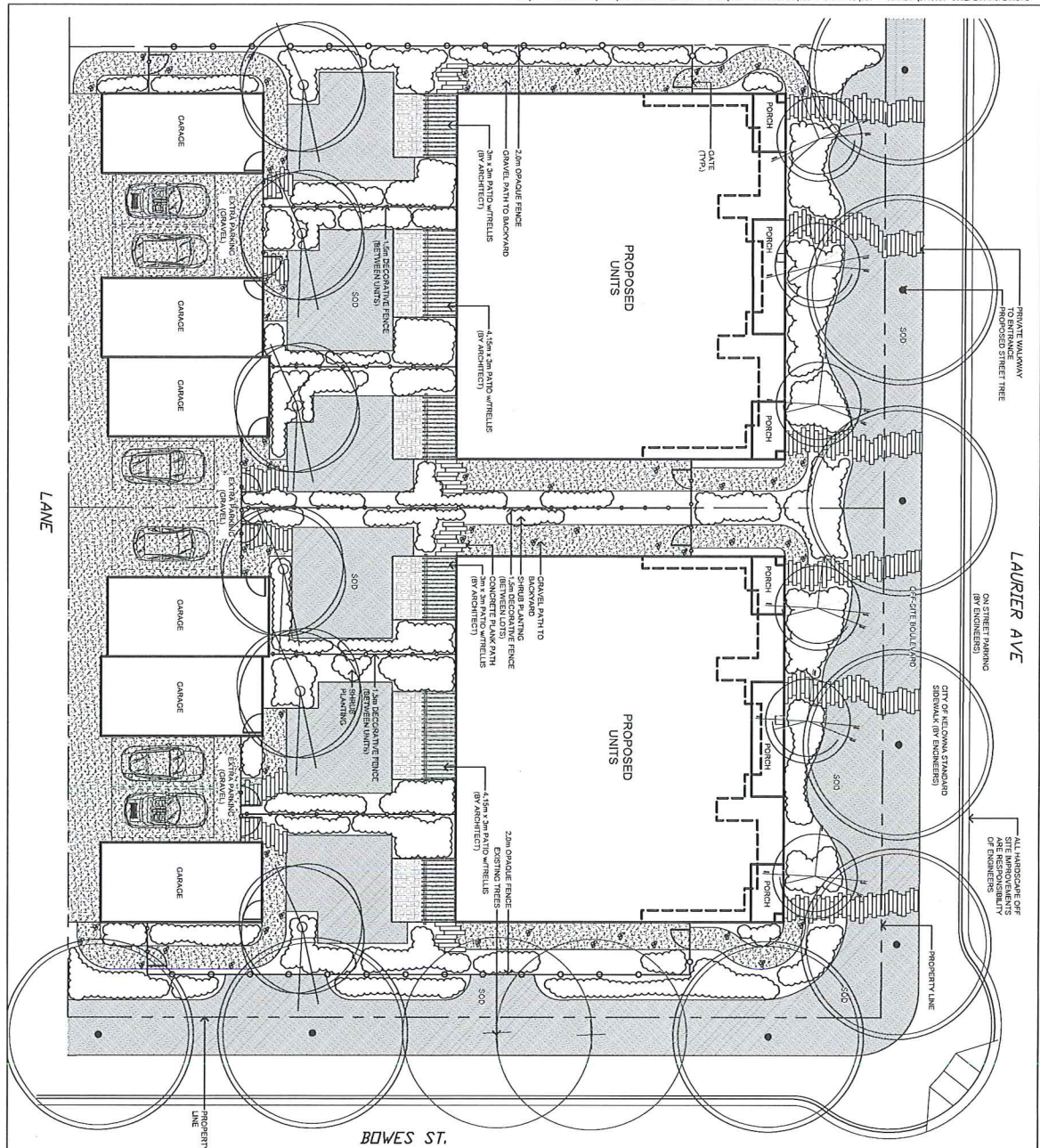
RENDERING

JUNE 18, 2014  
 SCALE: NTS  
 1 OF 1





PROJECT  
RESIDENTIAL MULTIFAMILY 979 & 989 LAURIER AVENUE



GENERAL NOTES:

1. PLANT LAYOUT AND CONSTRUCTION METHODS SHALL CONFORM TO STANDARDS ESTABLISHED IN THE LOCAL AND NATIONAL STANDARDS.
2. THE FABRICATION DESIGN, DESIGNED BY THE CONTRACTOR, SHALL REFLECT THE MINIMUM ACCEPTED QUALITY AND SIZE.
3. MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL MATERIAL SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY.
4. STRUCTURE AND CLUSTER AREAS TO BE PLACED WITHIN PLANNING BORDERS. ALL PLANNING BORDERS HAVE APPROVED BY THE LOCAL AUTHORITY.
5. ALIQUOT AND TRAIL REVISION SYSTEM SHALL BE INSTALLED IN ALL LABS/WORK AREA, OF THE REVISIONATION.
6. THE DESIGNING OF THE PLANT LAYOUT SHALL BE IN ACCORDANCE WITH THE REVISIONATION.
7. THE DRAWING DEPARTMENT SHALL BE USED FOR THE DESIGN OF THE PLANT LAYOUT.
8. THE DESIGNING OF THE PLANT LAYOUT SHALL BE IN ACCORDANCE WITH THE REVISIONATION.
9. THE DESIGNING OF THE PLANT LAYOUT SHALL BE IN ACCORDANCE WITH THE REVISIONATION.
10. ALL OF THE TIMES MUST BE IN ACCORDANCE WITH THE REVISIONATION.

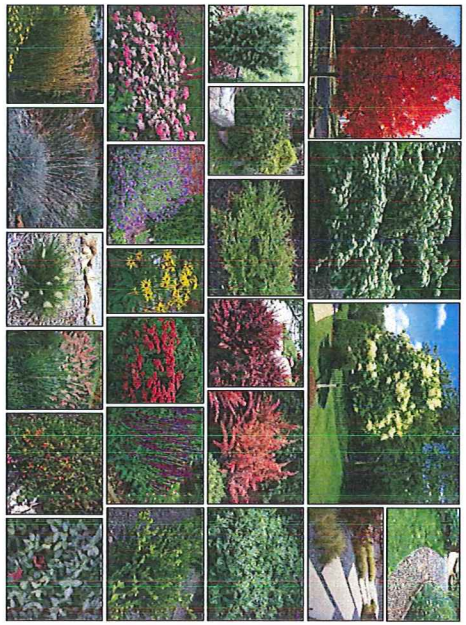
### REPRESENTATIVE PLANNING LIST:

[illegible]

PLANT LIST NOTES:

1. \* PLANTS WITH \* ARE INDICATED IN THE IN THE CITY OF KELOWNA \*OKANAGAN INSPIRED PLANT LIST\*

### REPRESENTATIVE IMAGES OF PLANTS / PAVING:



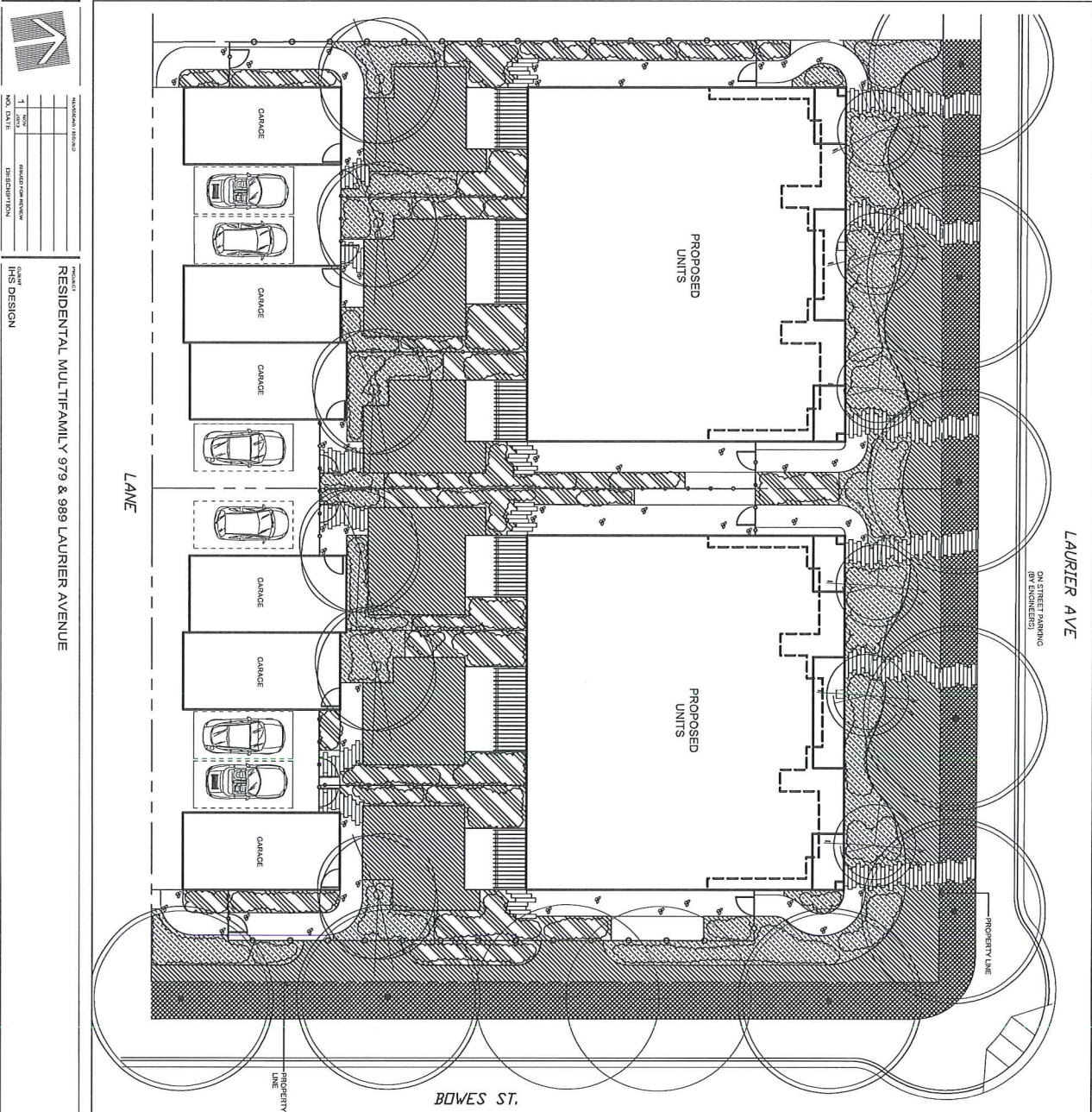
**SCHEDULE**

This drawing is part of a development permit.

**LEGEND:**

- Paving Area
- Seal Coat
- Decorative
- Photograph
- Concrete
- Erecting
- Gravel Pavement
- Patio Dry Area
- Complete





**HYDROZONE LEGEND:**

	LOW WATER USAGE
	MEDIUM WATER USAGE
	HIGH WATER USAGE (ON SITE)
	HIGH WATER USAGE (OFF SITE)

TOTAL AREA - 180m<sup>2</sup>  
TOTAL AREA - 180m<sup>2</sup>  
TOTAL AREA - 144m<sup>2</sup>

NO.	DATE	DESCRIPTION
1	2017	ISSUED FOR REVIEW
2	2017	ISSUED FOR REVIEW
3	2017	ISSUED FOR REVIEW

PROJECT  
RESIDENTIAL MULTIFAMILY 979 & 989 LAURIER AVENUE

DESIGN  
HKS DESIGN



DATE	BY	DESCRIPTION
2017	MM	HYDROZONE PLAN
2017	MM	HYDROZONE PLAN
2017	MM	HYDROZONE PLAN

Scale: 1:100

Sheet # L-2

OF 2

**SCHEDULE**

This forms part of development

Permit # **DP13-0182**

# CITY OF KELOWNA

## APPROVED ISSUANCE OF A:

☐ Development Permit No.: DP13-0182

EXISTING ZONING DESIGNATION: RU6 – Two Dwelling Housing  
WITHIN DEVELOPMENT PERMIT AREA: Character Neighbourhood Development Permit Area

ISSUED TO: IHS Design (Chris Vickery) (Owner: A J Weins Development Group Ltd. Inc. No. BC0798391)  
LOCATION OF SUBJECT SITE: 979 & 989 Laurier Avenue

	LOT	SECTION	D.L.	TOWNSHIP	DISTRICT	PLAN
LEGAL DESCRIPTION:	1 & 2		138		ODYD	6809

### 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:

- a) The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
- c) Landscaping to be provided on the land be in general accordance with Schedule "C";
- d) 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;
- e) The lots be consolidated prior to issuance of the Development Permit.
- f) The applicant be required to complete the above-noted condition No. 4 within 180 days of Council approval of the Development Permit application in order for the permit to be issued.



2. The development shall commence by and in accordance with an approved Building Permit within ONE YEAR of the date of the Municipal Council authorization resolution.

3. PERFORMANCE SECURITY:

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the 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 \$74,812.50.

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

4. 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.**

5. 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 Community Planning & Real Estate 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.

6. APPROVALS:

ISSUED BY THE COMMUNITY PLANNING & REAL ESTATE DEPARTMENT OF THE CITY OF KELOWNA THE  
\_\_\_\_ DAY OF \_\_ 2014, BY THE DIVISIONAL DIRECTOR OF COMMUNITY PLANNING & REAL ESTATE SERVICES.

\_\_\_\_\_  
Doug Gilchrist  
Divisional Director of Community Planning & Real Estate



# CITY OF KELOWNA

## BYLAW NO. 10976

### Official Community Plan Amendment No. OCP13-0017 - Tamdan Ventures Ltd., Inc. No. BC0862314 901-911 Stremel 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 34, Township 26, ODYD, Plan EPP35554 located on Stremel Road, Kelowna, B.C., from the Commercial (COMM) and Industrial (IND) designations to the Service Commercial (SC) 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 23<sup>rd</sup> day of June, 2014.

Considered at a Public Hearing on the 15<sup>th</sup> of July, 2014.

Read a second and third time by the Municipal Council this 15<sup>th</sup> of July, 2014.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**Subject Property Notes:**

Amend the OCP for a portion of the subject property from Industrial (IND) to Service Commercial (SC).

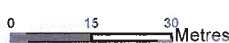
**Subject Property Notes:**

Amend the OCP for a portion of the subject property from Commercial (COMM) to Service Commercial (SC).

**MAP "A" OCP AMENDMENT  
OCP13-0017**

- |                           |                  |
|---------------------------|------------------|
| Commercial                | Legal Parcel     |
| Industrial                | Subject Property |
| Major Park and Open Space | COMM to SC       |
| Resource Protection       | IND to SC        |

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



Rev. Jun 12, 2014



**CITY OF KELOWNA**  
**BYLAW NO. 10977**  
**Z13-0040 - Tamdan Ventures Ltd., Inc. No. BC0862314**  
**901-911 Stremel 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 34, Township 26, ODYD, Plan EPP35554 located on Stremel Road, Kelowna, B.C., from the C9-Tourist Commercial zone and the I2-General Industrial zone to the C10-Service Commercial 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 23<sup>rd</sup> day of June, 2014.

Considered at a Public Hearing on the 15<sup>th</sup> day of July, 2014.

Read a second and third time by the Municipal Council this 15<sup>th</sup> day of July, 2014.

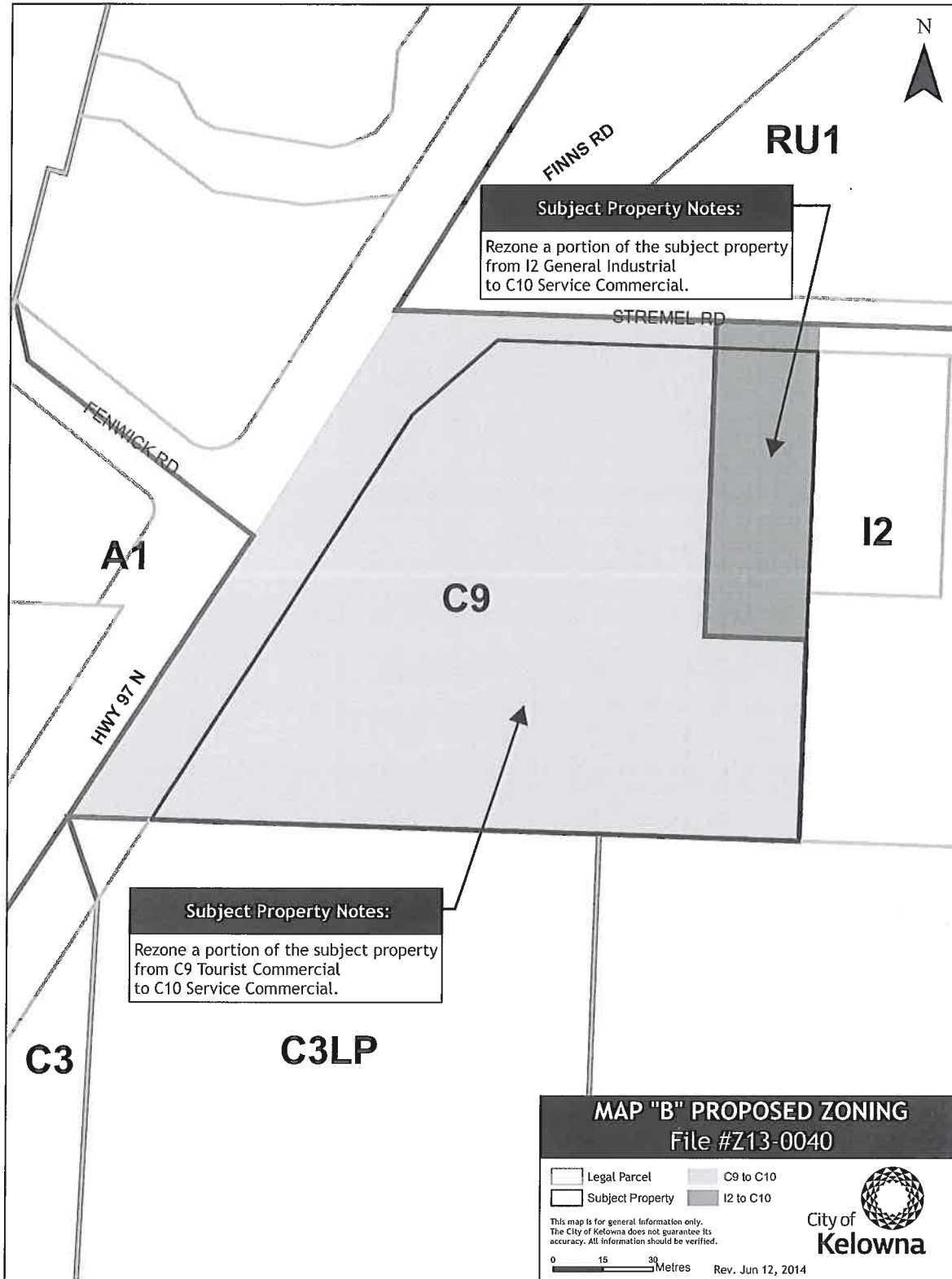
Approved under the Transportation Act this 29<sup>th</sup> day of July, 2014.

Robyn Clifford  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# REPORT TO COUNCIL



**Date:** 8/11/2014

**RIM No.** 1250-30

**To:** City Manager

**From:** Urban Planning Department (RS)

**Application:** DP13-0181      **Owner:** TAMDAN VENTURES LTD.,  
INC.NO. BC0862314

**Address:** 911 Stremel Road      **Applicant:** GTA Architecture

**Subject:** Development Permit Application

**Existing OCP Designation:** Commercial/Industrial

**Proposed OCP Designation:** Service Commercial

**Existing Zone:** C9 - Tourist Commercial / I2 - General Industrial

**Proposed Zone:** C10 - Service Commercial

---

## 1.0 Recommendation

THAT final adoption of Official Community Plan Amending Bylaw No.10976 be considered by Council;

AND THAT final adoption of Zone Amending Bylaw No.10977 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP13-0181 for Lot 1 Section 34, Township 26, ODYD Plan EPP35554, located on 911 Stremel Road, 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 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 the form and character of a new car dealership.

## **3.0 Urban Planning**

Urban Planning staff is supportive of the form and character of the proposed development as it is generally consistent with Comprehensive Development Permit Guidelines contained in the City's Official Community Plan. The building and supporting landscaping place considerable design effort on the site's Highway 97 frontage, which contributes to the development of an improved highway corridor.

The proposed development also meets the requirements of the Zoning Bylaw, and the applicant is not seeking any variances.

## **4.0 Proposal**

### **4.1 Background**

The majority of the subject property is the former home of the "Malibu Grand Prix" Go-Kart Racing business.

### **4.2 Project Description**

The applicant proposed to construct an automobile dealership (Orchard Ford) at the intersection of Hwy.97 North and Stremel Road. The new building proposed would be located towards the eastern side of the site and midway between north and south property boundaries.

The proposed building is two storeys in height with show room, office, and service and parts areas at grade with a second storey office area above. The overall building area is 2869m<sup>2</sup>. The design of the building has been directed by the Ford Motor Company's Millennium program standard which sets design standards for Ford dealerships. The exterior of the building is comprised of white aluminium composite panels with low E curtain walls of window glazing.

In stark contrast to the relatively simple building elevations, the applicants have proposed a site design and landscape plan allows for generous landscaping within the sites parking areas and visual interest is added to the street frontages with 4 landscaped vehicle "playgrounds" for display and marketing.

### **4.3 Site Context**

The subject property is situated in an area in transition with a number of transportation related project currently in the planning/pre-construction phases including the 6 lane widening of Hwy.97N and the extension of Mayfair Road through the Advanced Precast site to the east. The proposed land use (automotive sales) is consistent /compatible with surrounding land uses.

Specifically, adjacent land uses are as follows:



Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Single Family Home
East	I2 - General Industrial	Advanced Pre-Cast & other construction related businesses
South	C3 - Community Commercial	McCurdy Corner Plaza - Movie Theatre, Bowling, Pub, Furniture/Appliance Sales
West	C9 - Tourist Commercial	Scandia

#### Subject Property Map: 901-911 Stremel Road



#### 4.4 Zoning Analysis

Zoning Analysis Table		
CRITERIA	C10 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	1000m <sup>2</sup>	20900m <sup>2</sup>
Lot Width	40m	96m
Lot Depth	30m	145m
Development Regulations		
Floor Area Ratio	0.65	0.18
Height	12m	66.75m
Front Yard	2m	9m
Side Yard (west)	2m	49m
Side Yard (east)	0m	9m
Rear Yard	0m	31m

Site Coverage (Buildings)	60%	11.85%
Other Regulations		
Minimum Parking Requirements	82 stalls	103 stalls
Bicycle Parking	11	11
Loading Space	3m <sup>2</sup>	3m <sup>2</sup>

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

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

**Retention of Commercial Land.**<sup>2</sup> 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.

#### Urban Design Development Permit Areas (Chapter 14) - Revitalization Design Guidelines

##### Objectives

- 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;
- Enhance the urban centre's main street character in a manner consistent with the area's character;
- Provide for a scale and massing of buildings that promotes an enjoyable living, pedestrian, working, shopping and service experience;
- Encourage an appropriate mix of uses and housing types and sizes;
- Design and facilitate beautiful public open spaces that encourage year-round enjoyment;
- Create open, architecturally-pleasing and accessible building facades to the street; and
- Improve existing streets and sidewalks to promote alternative transportation.

##### Guidelines

###### *Relationship to the Street* (Objective 2.0)

- Ensure streetwall height is proportional (0.75:1 maximum) to the width of the street as measured from building face to building face. Any development that exceeds this height must utilize a podium and step back above the streetwall;
- Provide for public movement, street furniture, and building access zones to be incorporated into sidewalks adjacent to development;

<sup>1</sup> City of Kelowna Official Community Plan, Chapter 5 (Development Process), Policy 5.2.3.

<sup>2</sup> City of Kelowna Official Community Plan, Chapter 5 (Development Process), Policy 5.24.2.



- Design buildings to occupy 100% of a property's frontage along streets, eliminating elements that disrupt the streetwall such as off-street parking, dead spaces, empty lots, or driveways;
- Coordinate building setbacks with adjacent sidewalks to increase the space for public use (i.e., utilize a building setback or building indentation as a patio space or seating area, incorporate corner rounding into the public realm with specialized paving treatment and street furniture);
- Provide a high quality public realm consistent with the character of urban development (i.e. incorporate focal points/plazas, pedestrian pathways, parks and open space, enhanced streetscapes, and landscaping).

## 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) for new construction
- Demolition permits are required for any existing structures.
- This building may be required to be sprinklered throughout. It appears that this building has three major occupancies. Any proposed deviance from this requirement of BCBC 12 requires an approved alternate solution report approved prior to the release of the Development Permit.
- A Geotechnical report is required to address the sub soil conditions at time of building permit application.
- 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):

The British Columbia Building Code (BCBC 2012) may define this development as two separate buildings with possibly three separate major occupancies (D & E in building 1 and D & F2 in building #2). If a firewall is to be utilized, a complete building code analysis would be required to be reviewed prior to complete comments (at time of building permit application) being provided for the spatial separation between the two buildings. Fire shutters would be a requirement and hooked to the fire alarm system to allow for the unprotected openings between buildings and a 900mm High non combustible fire wall must be constructed to separate the two structures. A 900mm high firewall parapet will affect the form and character of the building(s).

The exits from the upper floor levels do not appear to meet minimum code requirements (number of exits, travel distance, etc). The code analysis is to contain a plan showing travel distances along with a code compliance analysis for the interconnected floors, 2nd stories, horizontal exits, convenience stairs and rated stairwell exits. This can be submitted at time of building permit application, but additional rated stairs may be required depending on the code analysis, which may affect the form and character of the building(s).

- Size and location of all signage to be clearly defined as part of the development permit
- Full Plan check for Building Code related issues will be done at time of Building Permit applications

## 6.2 Development Engineering Department

Addressed as part of Z13-0040.

## 6.3 Bylaw Services

No concerns.

## 6.4 Fire Department

Fire department access, fire flows 150lt/sec, and hydrants as per the BC Building Code and City of Kelowna Subdivision Bylaw #7900. Requirements of the Fire and Life Safety Bylaw 10760 shall be met. Additional comments will be required at the building permit applications.

## 6.5 Irrigation District - BMID

Addressed as part of Z13-0040.

## 6.6 Fortis - Electric

There are primary electrical distribution facilities within Stremel Road and Highway 97 N. The applicant is responsible for costs associated with any changes to the subject properties' existing service, if any, as well as the provision of appropriate land rights where required.

## 6.8 Infrastructure Planning

As per the Works and Services Bylaw street trees are required in the boulevard on both Highway 9 and Stremel Road. Boulevard and sidewalk widths, materials and locations should match what has already been constructed to the south.

## 6.9 Ministry of Transportation

Concerns addressed as part of Z13-0040.

## 7.0 Application Chronology

Date of Application Received: November 8, 2013

Public Notification & Consultation: February 28 - March 10, 2014

Date of MOTI rezoning comments: May 27, 2014

Public Hearing/2<sup>nd</sup> and 3<sup>rd</sup> Readings for rezoning: July 15, 2014

### Report prepared by:

---

Ryan Smith, Urban Planning Manager

Approved for Inclusion:



Doug Gilchrist, Director, Community Planning & Real Estate

### Attachments:

Site Plan



Elevations

Landscape Plan

Development Engineering Report Dated: December 9, 2013

BMID Email Dated: November 20, 2013

**From:** Bob Hrasko [rhrasko@shaw.ca]  
**Sent:** November 20, 2013 10:23 AM  
**To:** Deb Champion  
**Cc:** jschlosser@shawbiz.ca; 'Trena Phillips'; 'Kevin Burtch'  
**Subject:** RE: OCP13-0017, Z13-0040, DP 13-0181 - 901 & 911 Stremel Rd - Water Requirements  
**Attachments:** BMID\_Meter-Spec-Costs.pdf

Attention: Deb Champion – City of Kelowna

Referral Comments from Black Mountain Irrigation District

**Re: OCP13-007, Z12-0040, 901-910 Stremmel Road**

**Orchard Ford Commercial Development**

We have reviewed the referral and have the following information for the City and building/site developer related to water service:

1. The area is within the service area of BMID and is subject to the bylaws of the District regarding water supply and servicing;
2. The lot is presently serviced by means of a 50mm diameter service line located mid-lot along the north property line along Stremel Road. This service size may be adequate for the building and lot irrigation, however if a larger service size is proven to be required by the building mechanical consultant, then the site developer will be required to fund the installation of a new service line off of the BMID main on Stremel Road. Please note that the existing main on Stremel is on the close side of the road to the property;
3. The Building Mechanical Consultant or the Site Civil Consultant is to provide BMID with a Fire Underwriters Survey calculation that shows the estimated fire demand that will be created by the new building structure. This calculation is to be certified and sealed by a Professional Engineer that is insured and is registered to practice within the Province of BC;
4. The Building Mechanical or Civil Consultant is to advise BMID of the service size from the property line to the building;
5. The building will require a water meter. The fees are payable to BMID and the meter would be installed by Corix Utilities for BMID once the building is constructed and the plumbing is ready for meter installation. Based on a 50mm diameter size, ***the cost to supply and install a 50mm meter and remote read unit will be \$899.55;***
6. The building gross floor area is 2785.6 square meters. In accordance with BMID Bylaw No. 678, Capital Expenditure Charge applies in the amount of \$4500 for the first 150m<sup>2</sup> and another \$8.00m<sup>2</sup> thereafter. The builder will receive credit for the building area that exists (est. to be 938m<sup>2</sup> x \$8.00/m<sup>2</sup> for 901 Stremel) and credit for one SF home located at 911 Stremel (\$4,500). Cost is estimated as follows:  
 Total CEC applicable = \$4500 + \$8.00x(2785.6m<sup>2</sup>-150m<sup>2</sup>)= \$25,584.00  
 CEC credits = \$4500 + 938m<sup>2</sup> x \$8.00/m<sup>2</sup> = (\$ 12,004.00)  
**TOTAL APPLICABLE CECs \$13,580.00**  
 See photo below for area estimate





7. Latecomers Charges apply for these two lots for water main improvements that were carried out in 2009 by a third party, to improve fire flow to the Stremel Road. The BMID Latecomers Bylaw is Bylaw No. 684. The charges accrue and are permitted to increase over time with inflation at a rate of 2.50%. The Latecomers charges apply to the building area increase. The original building area is permitted a credit area of 938m<sup>2</sup> and the home is permitted a credit area of 150m<sup>2</sup>. **Total building area subject to latecomers is 1,697.6m<sup>2</sup>. The Latecomer charge is \$3.86/m<sup>2</sup> if paid in 2013 = \$6,552.74 If paid in 2014, the rate is \$3.96/m<sup>2</sup> = \$6,722.50.**
8. As the two lot will be amalgamated, the service for the SF lot home must be fully disconnected with the corporation stop shut off at the water main on Stremel Road;
9. An additional fire hydrant may be necessary and we will await recommendations on fire coverage from the mechanical or civil consultant;
10. A connection fee will apply for the new account. The fee covers inspection time and administrative costs to set up a new account. **The connection fee for commercial/industrial connections is \$350.00.**
11. There will be engineering effort required to review the design drawings and check the water distribution system fire flow with the computer model. **A lump sum engineering fee of \$200 is applicable.**
12. The applicant will be required to come into the BMID office with this information and fill out an "Application for Building" form. The form will summarize charges and requirements listed above. Once fees are paid, a "Water Service Certificate" (Water Letter) will be issued by BMID.
13. It is noted that actual building areas must be confirmed, which may result in modifications in the above estimated charges

Please contact this office if you have further questions.

Thank you

Bob Hrasko, P.Eng.

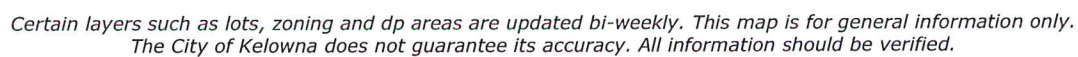
Administrator

**Black Mountain Irrigation District**

285 Gray Road,

Kelowna, BC V1X 1W8









THIS DRAWING MUST NOT BE SCALED.  
 - VERIFY ALL DIMENSIONS AND DATUMS  
 REPORT ALL ERRORS AND OMISSIONS  
 - VARIATIONS AND MODIFICATIONS ARE NOT  
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 FROM THE ARCHITECT.  
 - THIS DRAWING IS THE EXCLUSIVE  
 PROPERTY OF THE ARCHITECT.  
 NAME OF ARCHITECT

ISSUED FOR BUILDING  
 PERMIT

DATE	NO.	DESCRIPTION
2017-07-01	1	ISSUED FOR BUILDING PERMIT
2017-07-01	2	ISSUED FOR BUILDING PERMIT
2017-07-01	3	ISSUED FOR BUILDING PERMIT
2017-07-01	4	ISSUED FOR BUILDING PERMIT
2017-07-01	5	ISSUED FOR BUILDING PERMIT
2017-07-01	6	ISSUED FOR BUILDING PERMIT
2017-07-01	7	ISSUED FOR BUILDING PERMIT
2017-07-01	8	ISSUED FOR BUILDING PERMIT
2017-07-01	9	ISSUED FOR BUILDING PERMIT
2017-07-01	10	ISSUED FOR BUILDING PERMIT

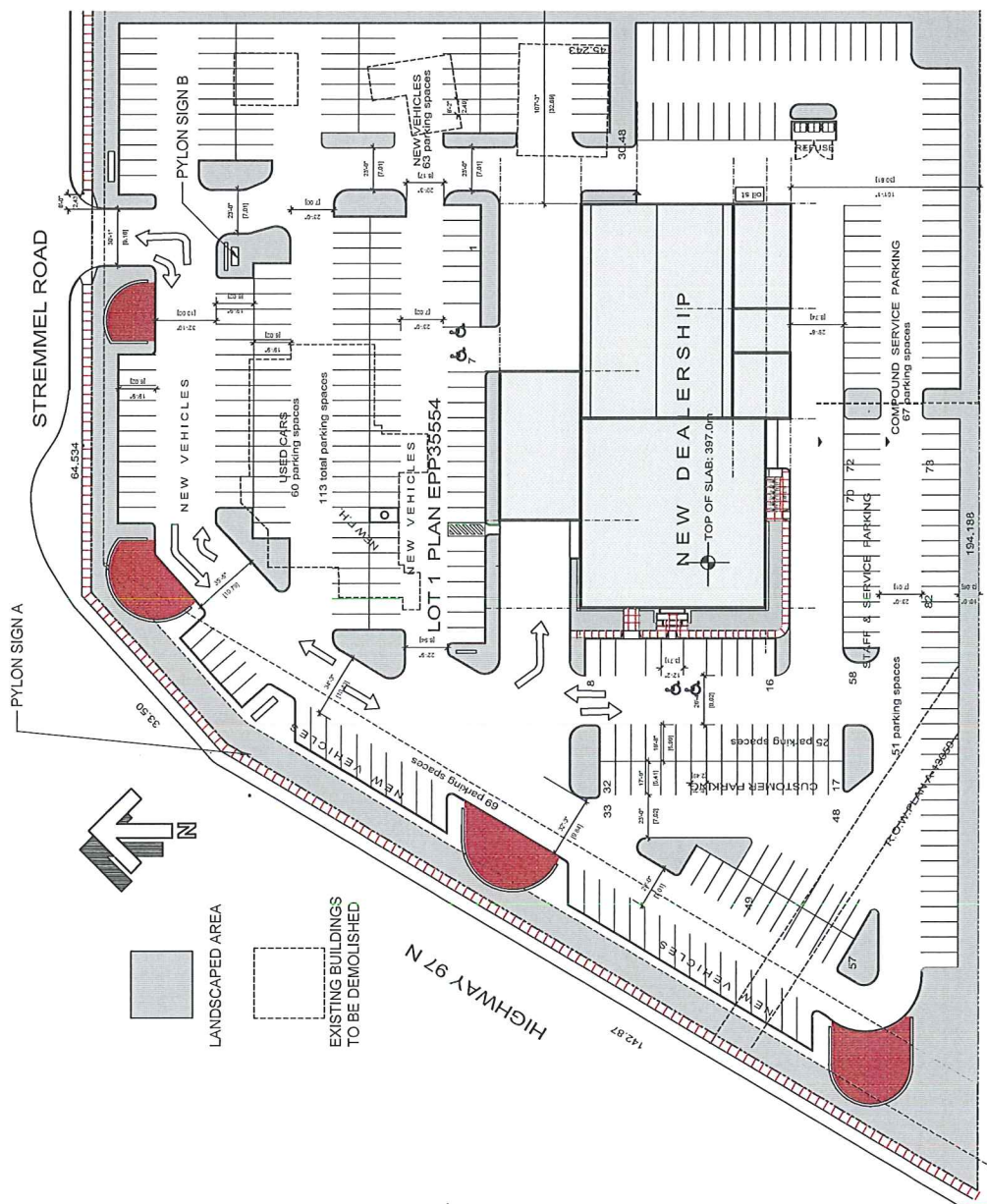
T.A.

gta  
 Gary Tomporewski Architect Ltd.  
 245-188 Springfield Rd.  
 Kelowna, British Columbia  
 V1Y 9A1  
 Tel: 250.879.4366  
 Fax: 250.879.4366  
 email: gta@gtat.ca

ORCHARD FORD  
 NEW DEALERSHIP  
 Hwy 97 N  
 KELOWNA, BC  
 V1Y 9A1

SITE PLAN

DATE	NO.	DESCRIPTION
2017-07-01	1	ISSUED FOR BUILDING PERMIT
2017-07-01	2	ISSUED FOR BUILDING PERMIT
2017-07-01	3	ISSUED FOR BUILDING PERMIT
2017-07-01	4	ISSUED FOR BUILDING PERMIT
2017-07-01	5	ISSUED FOR BUILDING PERMIT
2017-07-01	6	ISSUED FOR BUILDING PERMIT
2017-07-01	7	ISSUED FOR BUILDING PERMIT
2017-07-01	8	ISSUED FOR BUILDING PERMIT
2017-07-01	9	ISSUED FOR BUILDING PERMIT
2017-07-01	10	ISSUED FOR BUILDING PERMIT



373 parking spaces  
 CITY OF KELOWNA ZONING BYLAW 8000  
 REQUIRES 82 SPACES TO MEET BYLAW  
 SECTION 8. THE NUMBERED SPACES INDICATE  
 THE BYLAW REQUIREMENTS

MILL CREEK FLOOD PLAIN BYLAW 10248  
 Not Applicable

SITE PLAN  
 LOT 1 PLAN EPP35554  
 SCALE: 1"=30'-0"

**SCHEDULE**  
 This forms part of development  
 Permit # **DP13-0181**



ISSUED FOR DEVELOPMENT PERMIT

<input checked="" type="checkbox"/>	SAFE DESIGN SUBJECTS
<input checked="" type="checkbox"/>	CUT-TOPE FURNITURE TO BE PROVIDED IN EACH OF 15 CLOSE PROXIMITY TO HELIUM TOWER
<input checked="" type="checkbox"/>	FEATURE DISPLAY AREAS
<input checked="" type="checkbox"/>	WALL-BOUNT Pylon SIGN
<input checked="" type="checkbox"/>	LANDSCAPE DESIGN APPROVED TO LOCAL CONDITIONS

[illegible]

INTERIOR DESIGN ELEMENTS	
<input checked="" type="checkbox"/> CUSTOMER LEADS TO "CORPORATE" CATEGORY, WHICH INCLUDES ALL INTERIORS FROM A TO Z, AND NUMBER, THROUGHOUT.	
<input checked="" type="checkbox"/> ALL INTERIOR PICTURES INCLUDING WALL COLOURS, FLOOR TILES, LIGHTING, TOILETS, AND ALL NEW FURNITURE TAGS, REFER TO BOX FOR CATEGORY OF TAG.	
<input checked="" type="checkbox"/> ALL FURNITURE IN CUSTOMER APPEARS TO BE NEW, REFER TO BOX FOR CATEGORY OF TAG.	
<input checked="" type="checkbox"/> INTERIOR BRAND NAMES	
<input checked="" type="checkbox"/> RETAIL PARTS DISPLAY AREA	

<b>BUILDING AREAS</b>	
GROUND FLOOR	25917 SQ.FT.
NEW CONSTRUCTION:	
SECOND FLOOR	4,175 SQ.FT.
NEW CONSTRUCTION:	
<b>TOTAL BUILDING</b>	<b>30,092 SQ.FT.</b>

**Garry Tomporowski Architect Ltd.**  
243-1889 Springfield Rd  
Kelowna, British Columbia  
V1Y 5V5  
Fax: 250/979 4366  
Telephone: 250/979 1668  
email: gtaoffice@shawbiz.ca

PROJECT  
ORCHARD FORD  
NEW DEALERSHIP  
Hwy 97 N  
KELOWNA, BC

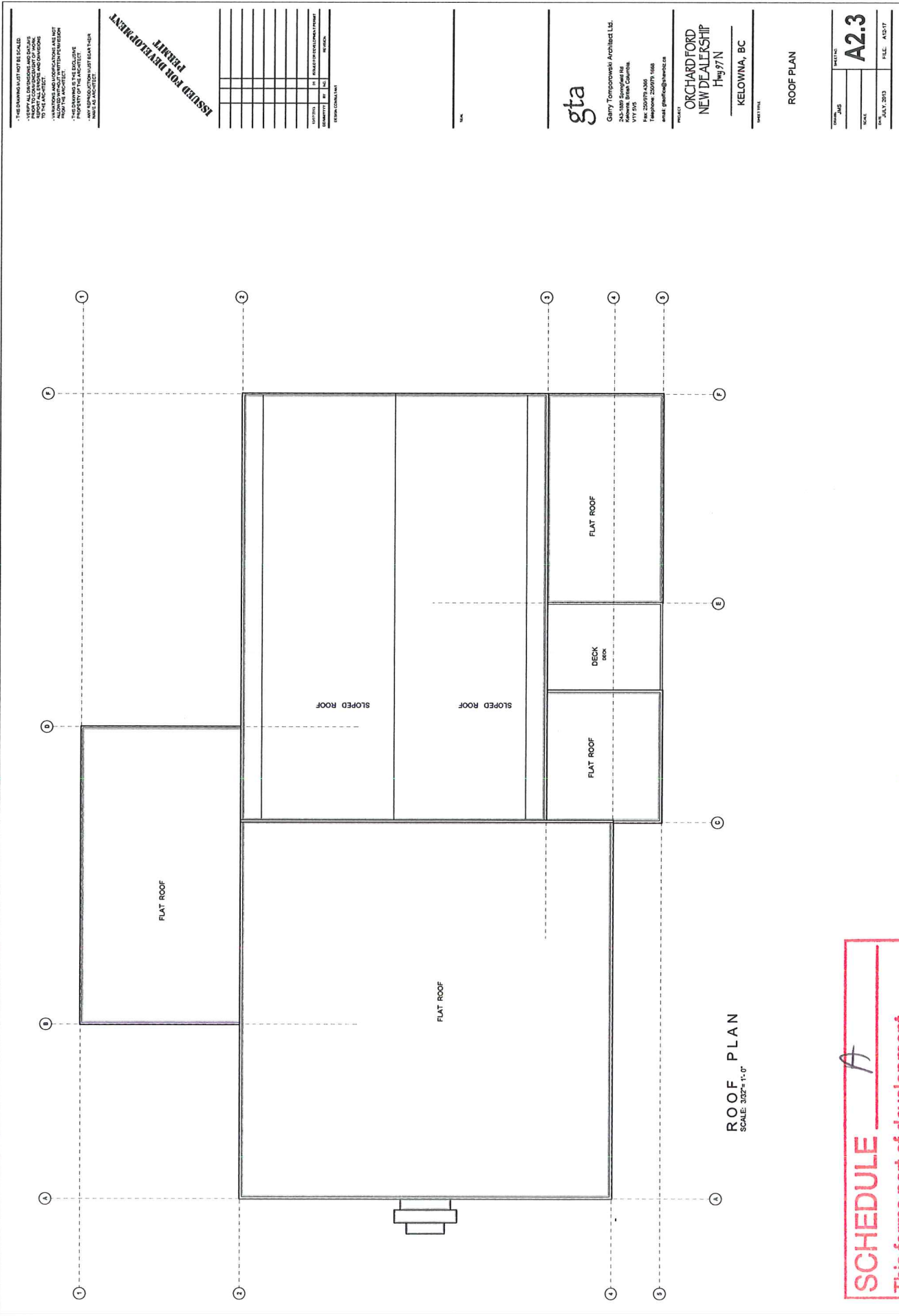
## MAIN FLOOR

DATE: JULY 2013	SCALE: NOTED	SHEET NO. A2.1	FILE: A2-17
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149

150



**SCHEDULE A**  
 This forms part of development  
 Permit # DP 13-0181



**SITE PLAN OF LOT 1, SECTION 34, TOWNSHIP 26,  
OSOYOOS DIVISION YALE DISTRICT,  
PLAN EPP35554**

(All dimensions are in metres)

UNBID

October 23rd, 2013  
1904 SITE  
1904  
TAMAND VENTURES

October 23rd, 2013  
1904 SITE  
1904  
TAMAND VENTURES

**ISSUED FOR DEVELOPMENT**

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**SURVEY PLAN**  
LOT 1 PLAN 34147 & LOT A PLAN 19988  
PREPARED BY RUNNALL DENBY, OCTOBER 23, 2013  
SCALE: 1"=30'-0"

**SCHEDULE A**  
This forms part of development  
permit # DP13-0181

**gta**

Garry Tompowski Architect Ltd.  
243-1888 Sordani Rd.  
Vancouver, British Columbia  
V6C 2K6  
Tel: 200.979.4306  
Tel: 200.979.1668  
Email: gta@gtarchitect.com

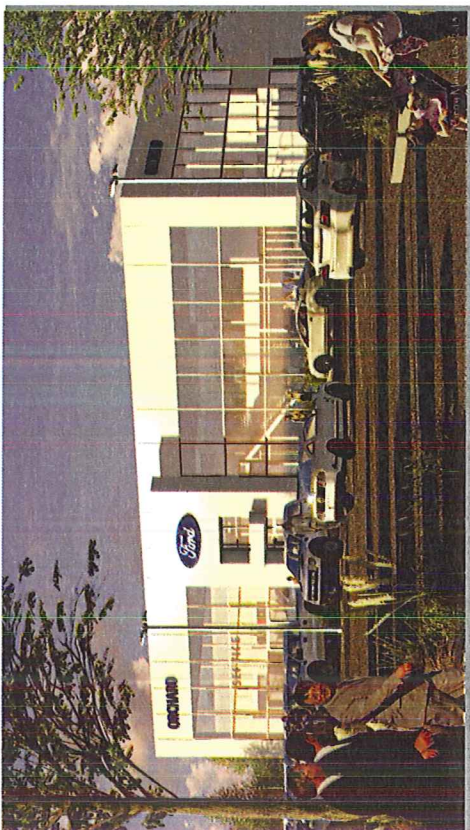
**ORCHARD FORD  
NEW DEALERSHIP  
Hwy 97 N  
KELOWNA, BC**

**SURVEY PLAN PLAN**

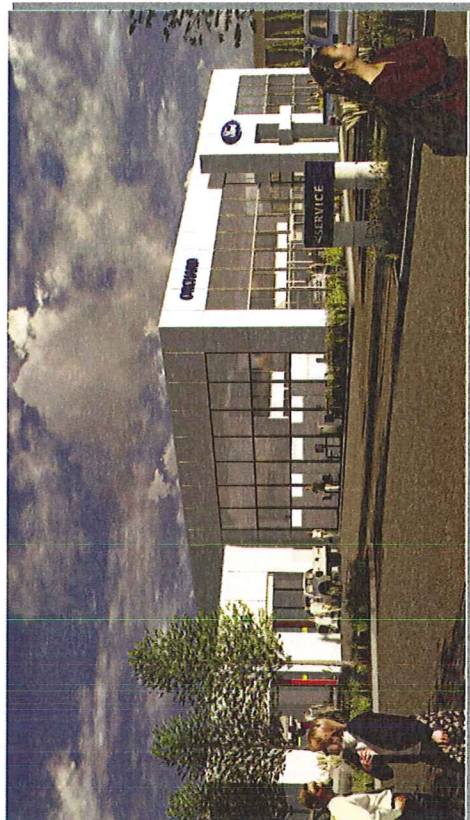
DATE	BY	REVISION
JULY 2013	NOTED	
JULY 2013	FILE	AD-17

**\$1.1**



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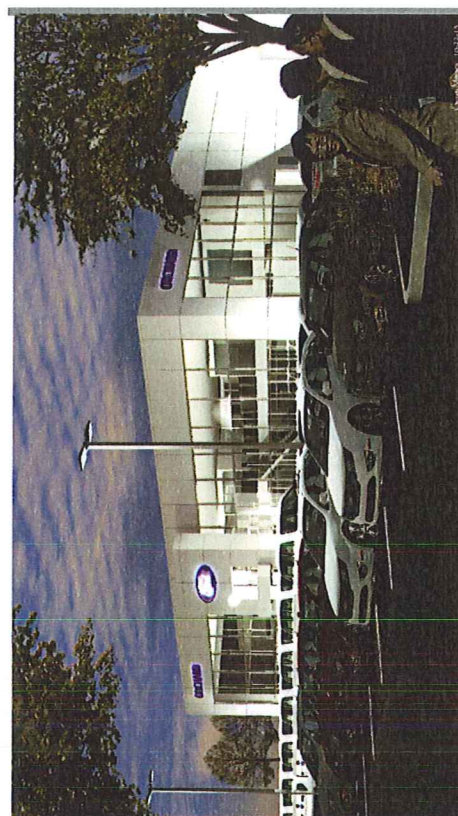
1 CONCEPTUAL RENDERING LOOKING NORTH EAST  
Scale: N.T.S.



## 2 CONCEPTUAL RENDERING LOOKING SOUTH EAST



3 CONCEPTUAL RENDERING LOOKING NORTH



## 4 CONCEPTUAL NIGHT RENDERING

gta

**Garry Tomporowski Architects Ltd.**  
243-1889 Springfield Rd  
Kelowna, British Columbia,  
V1Y 5V5  
Fax: 250/979 4368  
Telephone: 250/979 1608  
email: gtoffice@shawbiz.ca

PROJECT  
ORCHARD FORD  
NEW DEALERSHIP  
STREML & Hwy 97 N  
KELOWNA, BC

## PERSPECTIVES

DATE	SHEET NO.
------	-----------

A0.1

DATE	BY	NO.	FILE NO.
AS NOTED			

## 4 CONCEPTUAL NIGHT RENDERING

NAME: N.T.S.

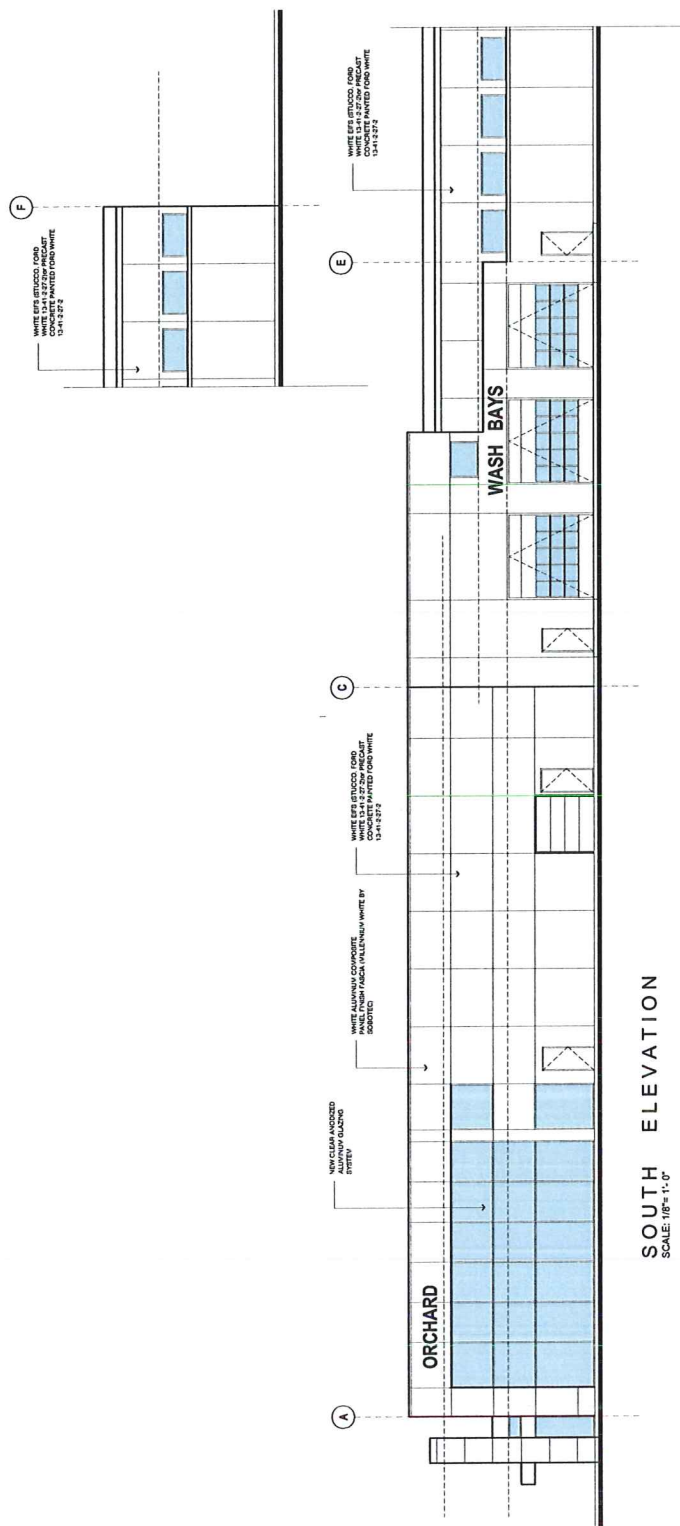
## SCHEDULE B

This forms part of development

DP 13-0181



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[illegible]

**SOUTH ELEVATION**  
SCALE: 1/8"= 1'-0"

gta

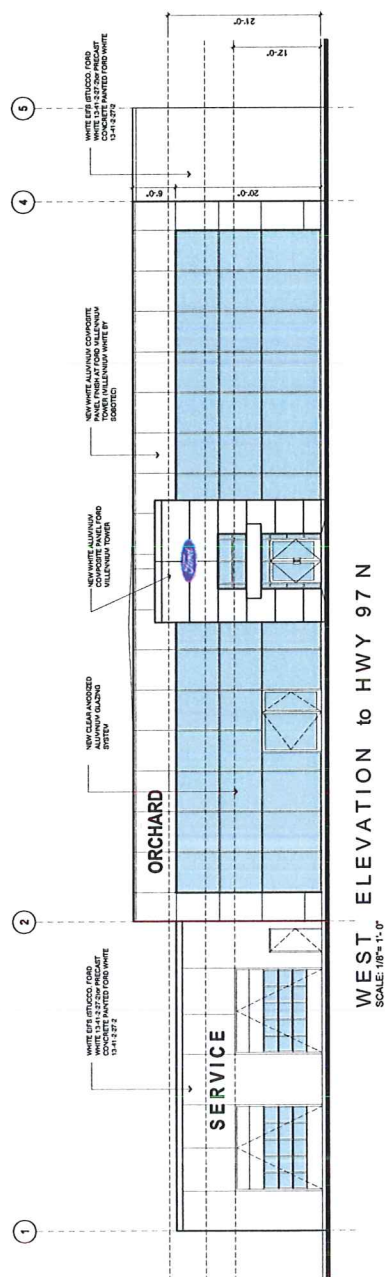
Garry Tomporowski Architect Ltd.  
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Kelowna, British Columbia  
V1Y 5V5  
Fax: 250/979-4368  
Telephone: 250/979-1668

PROJECT  
ORCHARD FORD  
NEW DEALERSHIP  
Hwy 97 N

KELOWNA, BC

## ELEVATIONS

DATE	JULY, 2013	FILE: A12-17
EXAMINER	JMS	
SHEET NO.		A4.1
SCALE		



WEST ELEVATION to HWY 97 N  
SCALE: 1/8"= 1'-0"

WEDNESDAY

This forms part of development

1 Permit # DP13-0181



ISSUED FOR DEVELOPMENT PERMIT

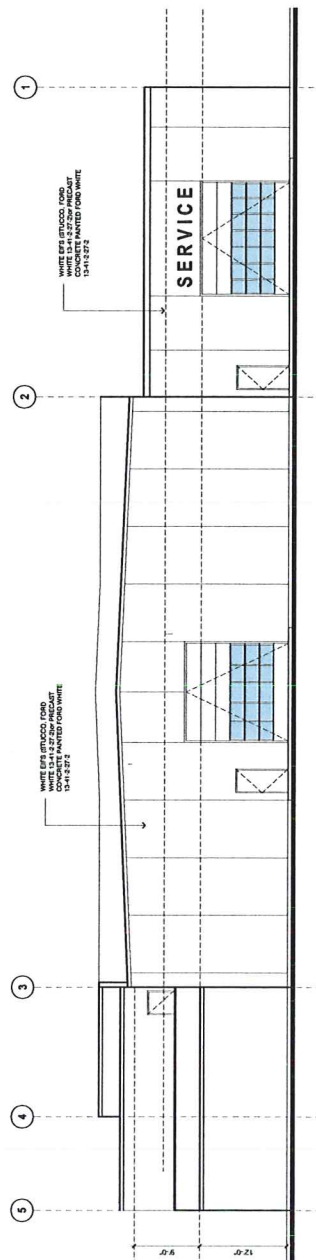
[illegible]

**Garry Tomporowski Architect Ltd.**  
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Kelowna, British Columbia  
V1Y 5V5  
Fax: 250/779-4360  
Telephone: 250/779-1968  
email: gtaoffice@shawbiz.ca

ORCHARD FORD  
NEW DEALERSHIP  
Hwy 97 N  
KELOWNA, BC

## ELEVATIONS

DATE JULY 2013	SHEET NO. A4.2	FILE: A12-17
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**SCHEDULE** **EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

This forms part of development

Permit # DP13-0181

ISSUED FOR DEVELOPMENT PERMIT

[illegible]

11

sta

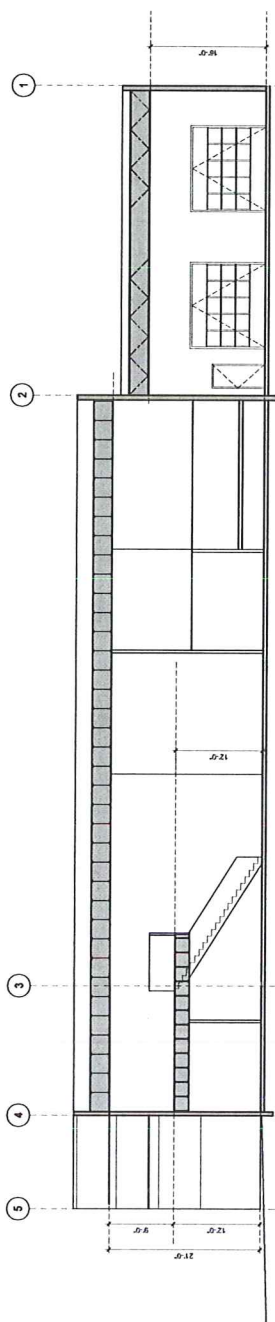
**Garry Tomporowski Architect Ltd.**  
243-1889 Springfield Rd  
Kelowna, British Columbia,  
V1Y 5V5  
Fax: 250/979 4366  
Telephone: 250/979 1608  
email: gtaoffice@shawbiz.ca

PROJECT  
ORCHARD FORD  
NEW DEALERSHIP  
Hwy 97 N

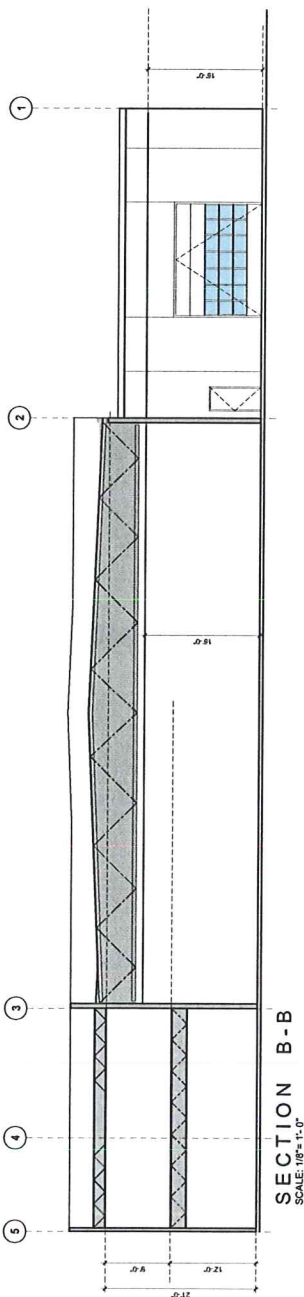
KELOWNA, BC

## SECTIONS

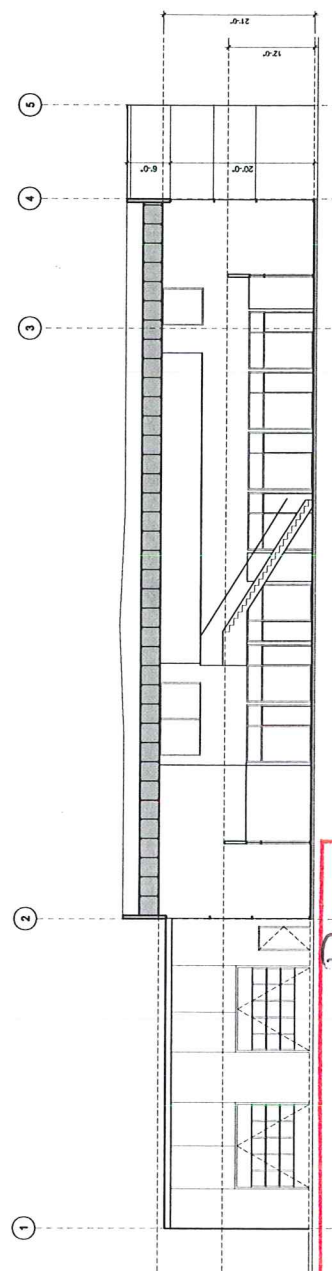
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Drawn by: <b>JMS</b>		
SCALE		
DATE: <b>A12-17</b>		



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



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



# SCHEDULE

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

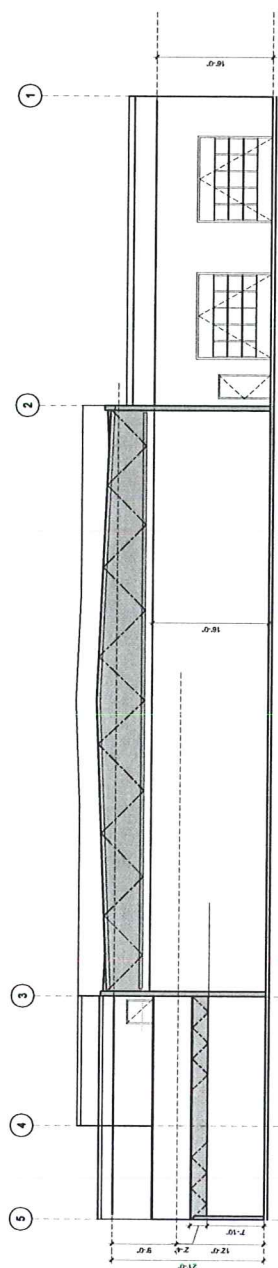
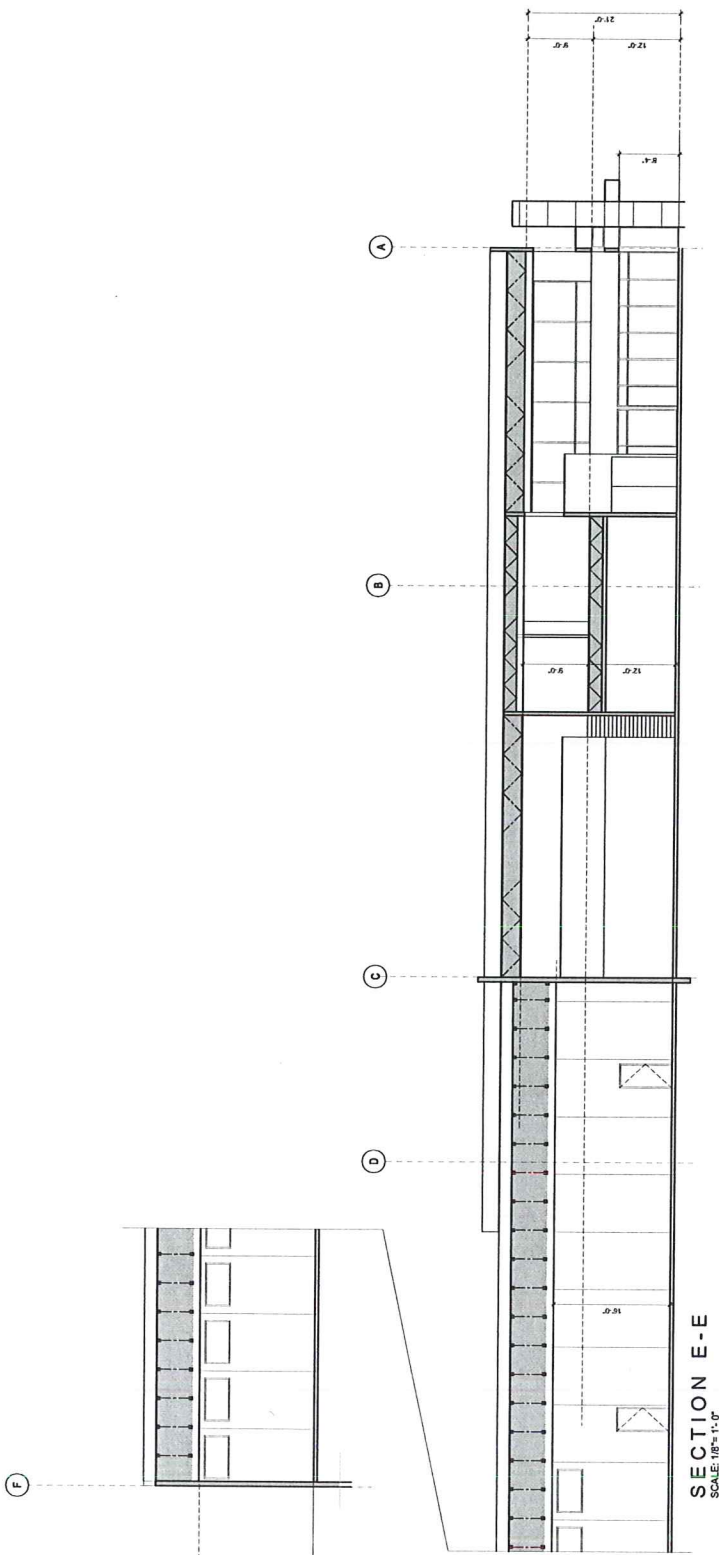
This forms part of development

DP13-0181

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ISSUED FOR DEVELOPMENT

NO.	REVISION	DATE	BY	CHK
1	ISSUED FOR DEVELOPMENT	2017.07.17		



**gta**  
Geny Tomporowski Architect Ltd.  
245-1888 Springfield Rd.  
Kelowna, BC V1Y 1C6  
Tel: 250.878.4386  
Fax: 250.878.4386  
Email: gta@gtarchitect.ca

**ORCHARDFORD  
NEW DEALERSHIP**  
Hwy 97 N  
KELOWNA, BC

SECTIONS

DATE	2017.07.17
SCALE	A5.2
DATE	JULY 2017
FILE	A13-17

**SCHEDULE B**  
This forms part of development  
Permit # DP13-0181





DATE	REVISION	DESCRIPTION
1	1	ISSUED FOR PERMITTING
2	2	ISSUED FOR PERMITTING
3	3	ISSUED FOR PERMITTING
4	4	ISSUED FOR PERMITTING
5	5	ISSUED FOR PERMITTING
6	6	ISSUED FOR PERMITTING
7	7	ISSUED FOR PERMITTING
8	8	ISSUED FOR PERMITTING
9	9	ISSUED FOR PERMITTING
10	10	ISSUED FOR PERMITTING



**DESIGNER**  
GARY TOMKOWSKI  
ARCHITECT LTD  
MELBOURNE, VIC  
TEL: 03 9594 1234  
WWW.BENCHLIFEDESIGN.COM

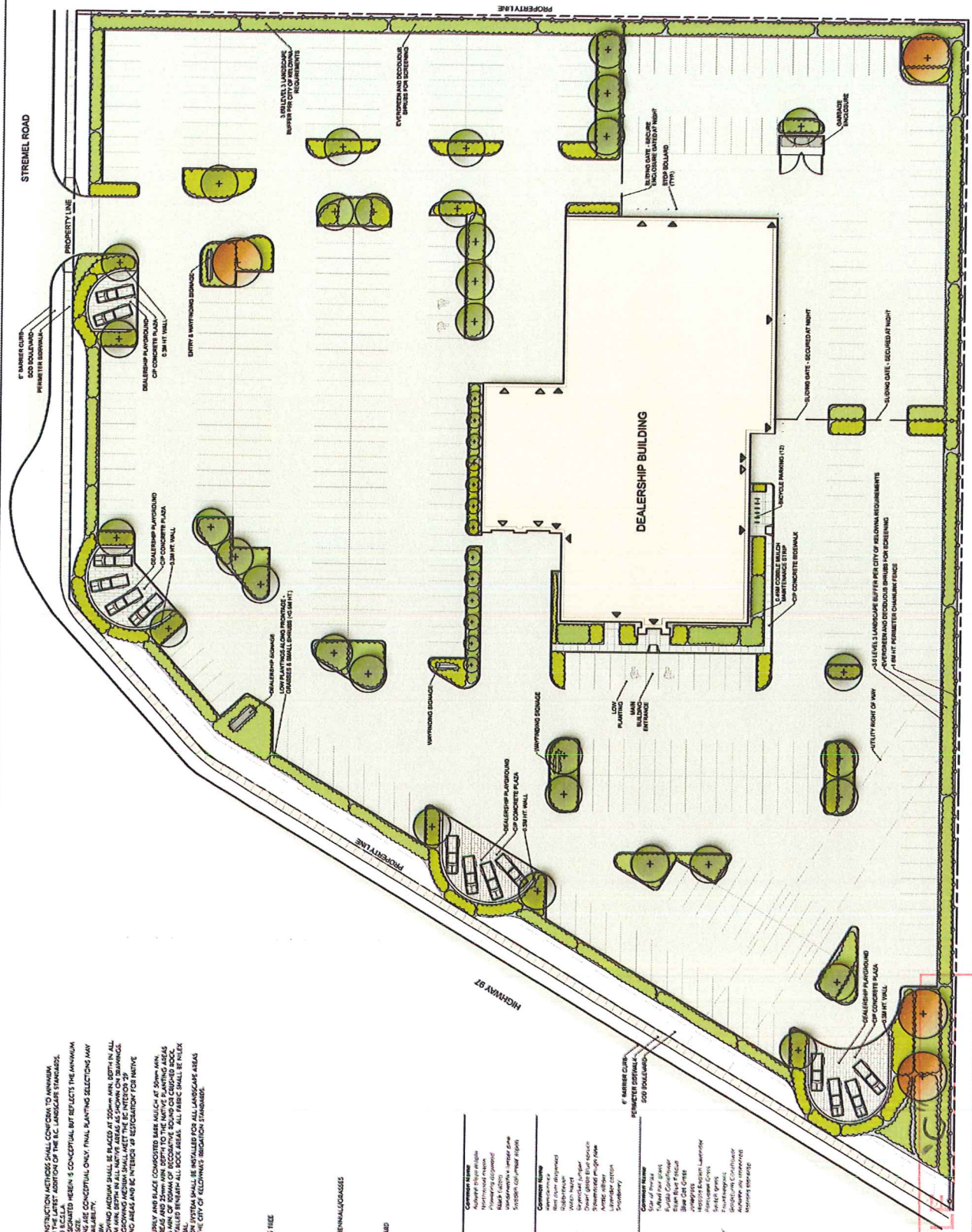
**CLIENT**  
TAMARA VENTURES LTD  
MELBOURNE, VIC

**PROJECT**  
ORCHARD FORD - NEW  
DEALERSHIP

**CONCEPTUAL PLAN**  
SHEET 1 OF 1

**SCALE**  
1:500

L-1



- NOTES:**
1. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO STANDARD SPECIFICATIONS FOR LANDSCAPE CONSTRUCTION.
  2. THE LANDSCAPE SHALL BE DESIGNED TO COMPLY WITH THE CITY OF MELBOURNE'S LANDSCAPE STANDARDS.
  3. ACCEPTABLE QUALITY AND SIZE. CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY FROM THE CONCEPTUAL DESIGN.
  4. UNPLANTED AREAS SHALL BE COVERED WITH MULCH OR GRASS.
  5. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.
  6. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.
  7. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.
  8. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.
  9. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.
  10. PLANTING AREAS AND SPACING SHALL BE SHOWN ON THE PLAN.

LEGEND:
DECIDUOUS TREE
SHRUBS/PERENNIALS/GRASSES
TREE
FENCE
HAIRBROOM

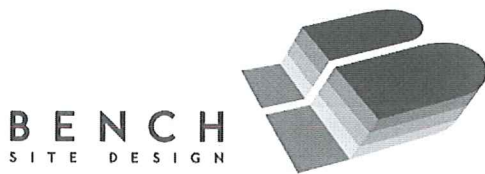
PLANT LIST	
<b>TREES</b>	
Scientific Name	Common Name
<i>Acacia saligna</i>	Black Wattle
<i>Albizia julibrissin</i>	Silk Tree
<i>Callistemon citrinus</i>	Corymbia
<i>Casuarina cunninghamiana</i>	Sheoak
<i>Crataegus monogyna</i>	Thorn Apple
<i>Eucalyptus globulus</i>	Gum Tree
<i>Ficus religiosa</i>	Fig Tree
<i>Grevillea robusta</i>	Silky Oak
<i>Hibiscus syriacus</i>	Chinese Hibiscus
<i>Illicium verum</i>	Star Anise
<i>Juniperus communis</i>	Common Juniper
<i>Lythrum salicaria</i>	Red Lythrum
<i>Malus domestica</i>	Apple Tree
<i>Myrica carolinensis</i>	Spiny Broomrape
<i>Nerandera fraxinifolia</i>	Box Elder
<i>Opuntia monacensis</i>	Cholla
<i>Persea carolinensis</i>	Live Oak
<i>Phoradendron villosum</i>	Boxelder
<i>Podocarpus neriifolius</i>	Podocarpus
<i>Quercus agrifolia</i>	Live Oak
<i>Rosa rugosa</i>	Rosa
<i>Sambucus racemosa</i>	Sambucus
<i>Sedum spectabile</i>	Sedum
<i>Staphylea trifolia</i>	Staphylea
<i>Taxus canadensis</i>	White Pine
<i>Thuja occidentalis</i>	Arborvitae
<i>Ulmus americana</i>	Elm
<i>Yucca filamentosa</i>	Yucca
<b>SHRUBS</b>	
Scientific Name	Common Name
<i>Acacia saligna</i>	Black Wattle
<i>Albizia julibrissin</i>	Silk Tree
<i>Callistemon citrinus</i>	Corymbia
<i>Casuarina cunninghamiana</i>	Sheoak
<i>Crataegus monogyna</i>	Thorn Apple
<i>Eucalyptus globulus</i>	Gum Tree
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<i>Opuntia monacensis</i>	Cholla
<i>Persea carolinensis</i>	Live Oak
<i>Phoradendron villosum</i>	Boxelder
<i>Podocarpus neriifolius</i>	Podocarpus
<i>Quercus agrifolia</i>	Live Oak
<i>Rosa rugosa</i>	Rosa
<i>Sambucus racemosa</i>	Sambucus
<i>Sedum spectabile</i>	Sedum
<i>Staphylea trifolia</i>	Staphylea
<i>Taxus canadensis</i>	White Pine
<i>Thuja occidentalis</i>	Arborvitae
<i>Ulmus americana</i>	Elm
<i>Yucca filamentosa</i>	Yucca
<b>GRASSES</b>	
Scientific Name	Common Name
<i>Acacia saligna</i>	Black Wattle
<i>Albizia julibrissin</i>	Silk Tree
<i>Callistemon citrinus</i>	Corymbia
<i>Casuarina cunninghamiana</i>	Sheoak
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<i>Grevillea robusta</i>	Silky Oak
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<i>Phoradendron villosum</i>	Boxelder
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<i>Sedum spectabile</i>	Sedum
<i>Staphylea trifolia</i>	Staphylea
<i>Taxus canadensis</i>	White Pine
<i>Thuja occidentalis</i>	Arborvitae
<i>Ulmus americana</i>	Elm
<i>Yucca filamentosa</i>	Yucca

**SCHEDULE**

This forms part of development  
Permit # DP13-0181







December 24, 2013

City of Kelowna  
1435 Water Street  
Kelowna, B.C.  
V1J 1J4

Attention: Development Services

**Project:** Orchard Ford - New Dealership

---

Please be advised that a landscape security bond of **\$317,221.88** will be required for the Orchard Ford commercial development project. This sum is equal to 125% of the estimated installed cost for all planting areas, inclusive of trees, shrubs, grasses, perennials, turf from sod, topsoil, mulch, irrigation, and required bicycle racks per City of Kelowna *Consolidated Zoning Bylaw No. 8000, Table 8.3*.

Please see the attached Bonding Cost Estimate for a further breakdown.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,

BENCH Site Design Inc.

A handwritten signature in black ink, appearing to read "Xenia Semeniuk", written in a cursive, flowing style.

Xenia Semeniuk, MBCSLA  
Registered Landscape Architect

cc  
John Schlosser, Client Representative



---

**CITY OF KELOWNA**

**MEMORANDUM**

---

**Date:** December 9, 2013

**File No.:** Z13-0040

**To:** Land Use Planner (JM)

**From:** Development Engineering Manager (SM)

**Subject:** 911 Stremel Road- Ford Dealership – Lots 1, plan 24147 and lot A plan 19988

---

Development Engineering Comments and requirements regarding this application to rezone the subject properties from C9 and I-1 to C10 are as follows:

**These are Development Engineering initial comments and they may be subject to the MOTI comments and requirements.**

1. Geotechnical Study.

A comprehensive Geotechnical Study is required, which is to be prepared by a Professional Engineer competent in the field of geotechnical engineering. The study is to address the following:

- Overall site suitability for development.
- Slope analysis (i.e. 0-10 %, 10-20 %, 20-30% and over 30 %).
- Presence of ground water and/or springs.
- Presence of fill areas.
- Presence of swelling clays.
- Presence of sulfates.
- 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

2. Domestic water and fire protection.

- a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and decommission of redundant services as well as all necessary upgrading costs are to be paid directly to BMID.
- b) The water system must be capable of supplying domestic and fire flow demands in accordance with the Subdivision & Servicing Bylaw for the requested zoning. The applicant must provide water computations for this development to confirm the available water supply.

.../2

3. Sanitary Sewer.

- a) The subject property is located within the Specified Area #20, and is therefore subject to the Specified Area #20 charges of **\$3,530.47** per Single Family Equivalent (**SFE**) which is valid until March 31, 2014. The proposed building is **30,092 sq.ft.** and in commercial zone each **2600 sq.ft.** of building equals to one SFE for a total of **11.57 SFE**. The subject properties have, in 2005, cash commuted a total of **7.09 SFE**, therefore the net SFE payable under this application is **4.48 SFE** for a total charge of **\$15,816.50** (valid until March 31, 2014).
- b) There are two services to the property as a consequence of the lot consolidation. One service of 150mm. dia. and one service of 100mm. dia. The smaller service will have to be decommissioned at the owner's expense.

4. Drainage.

- c) A comprehensive site drainage management plan and design to comply with the City's drainage design and policy manual, is a requirement of this application. This plan can become part of the geotechnical study to identify the ground recharge/detention areas.
- d) The property is located at the downstream end of Ashbridge Brook; there is an old culvert at the South-West corner of the property located within a registered Right of Way. The open channel of Ashbridge brook has been replaced with a 450mm. closed pipe and the portion of the brook along the Southerly property line has been filled. A connection between the two existing pipes will have to be installed complete with manholes in order to maintain the flow as well as a Right of Way must be registered over the new section of pipe within the subject property.
- e) The condition of the existing CMP crossing the property will have to be assessed to confirm its integrity. The cost of the installation of the storm pipe extension will have to be determined for bonding purpose.

5. Power and Telecommunication Services.

The services to this development are to be installed underground. It is the developer's responsibility to make a servicing application to the respective utility companies. The utility companies are then required to obtain the city's approval before commencing their works.

6. Road improvements.

Traffic Impact Analysis (TIA) is a requirement of this application. The TIA terms of Reference to be established in collaboration with the Ministry of Transportation and the City of Kelowna Transportation & Mobility Branch. The costs of road improvements, based upon the TIA outcome, will have to be determined for bonding purpose.

7. 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.

.../3

- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3)
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

8. Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings or reports 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.

9. Bonding and Levies Summary.

**a) Performance Bonding**

Ashbridge Brook pipe installation / upgrades	<b>To be determined</b>
Frontage upgrades	<b>To be determined</b>

**b) Levies**

Engineering Development and Inspection Fee	<b>To be determined</b>
100mm. wastewater service decommission	<b>To be determined</b>
Specified Area #20 charges (valid until March 31, 2014)	<b>\$15,816.50</b>

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Steve Muenz, P. Eng.  
Development Engineering Manager

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<b>A12-17 ORCHARD FORD: PUBLIC CONSULTATION: Notices to Property owners</b>										<b>within 100 m</b>	
<b>PROPERTY ADDRESS</b>		<b>February 28th to March 10th</b>			<b>DATE NOTICE DELIVERED</b>		<b>RESPONSE</b>				
		<b>OWNER</b>									
755 Stremel Road					Feb 21/14				no reply		
765 Stremel Road					Feb 21/14				no reply		
766 Stremel Road		J, Kerkkona			Feb 21/14				in favour		
793 Stremel Road					Feb 21/14				no reply		
889 Stremel Road					Feb 21/14				no reply		
895 Stremel Road					Feb 21/14				no reply		
987 Stremel Road					Feb 21/14				no reply		
808 Finns Road					Feb 21/14				no reply		
820 Finns Road					Feb 21/14				no reply		
833 Finns Road					Feb 21/14				no reply		
894 Finns Road					Feb 21/14				no reply		
747 Fitzpatrick Road		Jason Keeley			Feb 21/14				in favour		
2821 Fenwick Road					Feb 21/14				no reply		
2890 Fenwick Road					Feb 21/14				no reply		
2898 Fenwick Road		Scandia			Feb 21/14				in favour		
800 Mayfair					Feb 21/14				no reply		
854 Mayfair					Feb 21/14				no reply		
860 Mayfair					Feb 21/14				no reply		
1100 Mayfair					Feb 21/14				no reply		
948 McCurdy Road		The Brick, theater			Feb 21/14				no reply		
		& Tenants									
		McCurdy Bowl							in favour		

# Report to Council



**Date:** 07/31/14  
**File:** 1250-20  
**To:** City Manager  
**From:** James Moore, Long Range Policy Planning Manager  
**Subject:** OCP13-0019\_supplementary

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## **Recommendation:**

THAT Council endorses Area Structure Plan No. ASP10-0001;

AND THAT further to discussions following the July 15, 2014 Public Hearing and adoption consideration of ASP10-0001 and OCP13-0019, Council directs staff as follows:

1. THAT trail access to the Lake from the Park be provided in accordance with City standards;
2. AND THAT the Bennett Road access be limited via gate to emergency vehicles only until such time as the Clifton Road extension is constructed and open to public traffic;
3. AND THAT staff bring forward a road safety improvement plan for McKinley and Clifton Roads prior to initial consideration by Council of the initial rezoning application;
4. AND FURTHER THAT staff be directed to work with the applicant to ensure the Clifton Road extension be completed as quickly as possible, while considering any necessary upgrades to existing roads.

## **Purpose:**

To endorse the North Clifton Area Structure Plan and to provide a resolution for Council to give direction to staff regarding a number of issues raised at the Public Hearing for the OCP amendments resulting from the Area Structure Plan.

## **Background:**

On Tuesday, July 15, 2014, a Public Hearing was held for the OCP amendments resulting from the conclusion of the North Clifton Area Structure Plan development process. Residents from both Clifton Highlands and McKinley Landing neighbourhoods were present and raised concerns about the proposal.

At its Regular Meeting immediately following the Public Hearing, Council asked staff to report back with a draft resolution providing further direction to staff on the following issues:

- Timing of the permanent road connection between Clifton Highlands and McKinley Landing neighbourhoods;
- Scope and timing of upgrades to improve the safety of existing roads in both neighbourhoods;
- Limiting access through the existing Bennett Road until such a time as the permanent road connection between both neighbourhoods is completed;
- Access via trail to the lakeshore as part of the proposed park.

Following the Public Hearing, Council adopted the OCP amendments.

#### **Internal Circulation:**

Todd Cashin, Subdivision, Agriculture & Environment Services Manager  
Damien Burggraave, Planner II  
Steve Muenz, Development Engineering Manager  
Moudud Hasan, Transportation & Mobility Manager  
Terry Barton, Parks & Building Planning Manager

#### **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:

J. Moore, Long Range Policy Planning Manager

Approved for inclusion:



D. Gilchrist, Div. Dir., Community Planning & Real Estate

cc:

Danielle Noble-Brandt, Policy & Planning Department Manager  
Shelley Gambacort, Director of Subdivision, Agriculture & Environment  
Todd Cashin, Subdivision, Agriculture & Environment Services Manager



# Report to Council



**Date:** 8/11/2014  
**File:** 1140-50-8179  
**To:** City Manager  
**From:** Sam Samaddar, Airport Director  
**Subject:** Air Carrier Airport Use Agreement with Suncor Energy Services Inc. - YLW  
Report Prepared by: Toni McQueenie, Legal & Administrative Services Coordinator

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## **Recommendation:**

THAT Council approves the City entering into an Air Carrier Airport Use Agreement with Suncor Energy Services Inc. in the form attached to the report of the Airport Director dated August 11, 2014, allowing Suncor Energy Services Inc. to operate at Kelowna International Airport;

AND THAT the Mayor and City Clerk be authorized to execute the Air Carrier Airport Use Agreement.

## **Purpose:**

To obtain Council's consent and approval to enter into an Air Carrier Airport Use Agreement with Suncor Energy Services Inc.

## **Background:**

Suncor Energy Services Inc. is headquartered in Calgary, Alberta and has operations throughout Canada, the USA, and Europe.

It was one of the first companies to develop the Alberta oil sands, and currently employs more than 12,000 people in its diverse operation.

Using air service to transport employees is a means of expanding the available labour pool, and accessing skilled labour quickly.

Suncor Energy Services Inc. will operate between Kelowna, Vancouver, and Edmonton on a scheduled seasonal basis using a CRJ-900 86-seat aircraft.

**Legal/Statutory Procedural Requirements:**

The form of Air Carrier Airport Use Agreement being entered into is the standard template used for all air carriers and was approved by the City's solicitor in 1996.

**Alternate Recommendation:**

**Considerations not applicable to this report:**

Internal Circulation: N/A

Legal/Statutory Authority: N/A

Existing Policy: N/A

Financial/Budgetary Considerations: N/A

Personnel Implications: N/A

External Agency/Public Comments: N/A

Communications Comments: N/A

Submitted by:



S. Samaddar, Airport Director

Approved for inclusion:



Paul Macklem, Deputy City Manager

Attachments:

Adobe - Air Carrier Airport Use Agreement

ORIGINAL

KELOWNA INTERNATIONAL AIRPORT

AIR CARRIER AIRPORT USE AGREEMENT

BETWEEN THE

CITY OF KELOWNA

AND

SUNCOR ENERGY SERVICES INC.

(YLW FILE NO. 1140-50-8179)



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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BETWEEN**

**City of Kelowna**  
1435 Water Street  
Kelowna, B.C.  
V1Y 1J4

(the "City")

**AND**

**Suncor Energy Services Inc.**  
P.O. Box 2844, 150 6<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 3E3

(the "Air Carrier")

**WHEREAS:**

- A. The City is the operator of the Kelowna International Airport (the "Airport") located in the City of Kelowna, Province of British Columbia;
- B. The Air Carrier is desirous of using, in common with others, the Airport;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the fees, charges, covenants, and agreements to be paid, observed, and performed by the Air Carrier, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the City and the Air Carrier covenant and agree as follows:

**Article 1.00 - Purpose**

- 1. The City covenants that provided the Air Carrier pays all monies due under this Agreement and performs the covenants herein on its part contained, it may:
  - 1.1. Operate its business or a part thereof at the Airport;
  - 1.2. Use, in common with others so authorized, the runways, taxiways, navigational aids and other common use landing field facilities of the Airport, for its aircraft landings and takeoffs required in connection with the operation of its air transportation business to and from the Airport;

- 1.3. Possess the right of access from the Airport as made necessary by the Air Carrier's operations over, and upon streets, roads, paths, hallways, corridors or open spaces only, provided that the right herein defined shall not be exercised in such manner and to such extent as to impede or interfere with the operation of the Airport by the City, its lessees, air carriers or others; and
- 1.4. On and off load its passengers or cargo from such areas of the Airport as the Airport Director may from time to time designate. Such assignment of areas shall not constitute any pre-emptive or exclusive right to areas designated. When traffic conditions are such that the areas are in use, the Air Carrier may use other areas designated by the Airport Director if, by such use, others are not inconvenienced or disturbed.

#### **Article 2.00 - Term of Agreement**

2. The term of this Agreement shall commence on April 1, 2014 and shall continue to be in effect until terminated as hereinafter provided.
  - 2.1. This Agreement may be terminated at any time by the City in the absolute discretion of the Airport Director. Such termination shall be effected by providing thirty (30) days prior written notice to the Air Carrier and upon the date of termination specified in the notice all rights of the Air Carrier pursuant to this Agreement shall thereupon cease.
  - 2.2. The Air Carrier may terminate this Agreement by giving thirty (30) days prior written notice to the Airport Director.
  - 2.3. This Agreement may be terminated by the mutual written consent of the parties without notice.
  - 2.4. The Air Carrier shall forthwith cease to carry on business or operation at the Airport as of the effective date of termination of this Agreement.

#### **Article 3.00 - Conduct of Business**

3. The Air Carrier covenants and agrees with the City to the terms and conditions set forth below at all times during the term of this Agreement and agrees that non-compliance with any such terms or conditions at any time during the term of this Agreement shall constitute grounds for termination of this Agreement by the City by written notice to the Air Carrier, or such other remedy as the City, in its discretion, may deem appropriate. The Air Carrier waives any notice of default or termination not expressly provided for in this Agreement.



- 3.1. The Air Carrier or its Affiliates (as defined below) shall hold all required valid licenses, certificates or permits from the federal government to provide commercial air transportation services to the routes it is serving to and from the Airport. For the purposes of this Agreement, "Affiliate" shall have the same meaning given to that term in the Canada Business Corporations Act, or any similar, replacement or supplemental law in effect from time to time, which meaning shall, mutatis mutandis, apply to partnerships, limited liability partnerships and limited partnerships.
- 3.2. The Air Carrier shall abide by and comply promptly with all laws, regulations, orders, rules, requirements and recommendations which may be applicable to the Air Carrier or to the use of the Airport, made by any and all federal, provincial, civil, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the City or the Air Carrier, but if served upon the City alone, only if written notice thereof is given to the Air Carrier. The City and the Airport Director shall abide by and comply promptly with all laws, regulations, orders, rules, requirements and recommendations which may be applicable to the City and/or the Airport Director or to the use of the Airport, made by any and all federal, provincial, civil, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same.
- 3.3. The Air Carrier shall comply forthwith and cause its directors, officers, employees and agents to comply with any reasonable direction of the Airport Director with respect to matters which, in the opinion of the Airport Director, concern safety, security or matters of urgency at the Airport.
- 3.4. The Air Carrier shall observe and obey all reasonable rules and regulations not conflicting with the provisions of this Agreement as may now exist or may be promulgated from time to time by the Airport Director, provided that such rules and regulations shall be furnished in writing to the Air Carrier.
- 3.5. The Air Carrier shall maintain strict control over all security passes issued to the employees or agents of the Air Carrier; follow any direction of the Airport Director with respect to security measures at the Airport; and report forthwith to the Airport Director any loss or misuse of security passes or the termination of its employees or agents that may affect Airport security.
- 3.6. The Air Carrier shall not, under this Agreement, conduct a separate business on or about the Airport, nor shall it offer, supply, sell or give away, whether singly or in conjunction with its air transportation

business, any service or commodity other than usual food or beverages in the course of the flight unless authorized in writing by the Airport Director.

- 3.7. The Air Carrier shall, before commencing operations and subject to the approval of the Airport Director which may not be unreasonably withheld, make and maintain:
  - a) Arrangement for fuelling and ground handling; and
  - b) Provide to the Airport Director for approval, a written proposal of the Air Carrier's policy and procedures with respect to the handling and containment, clean-up, and disposal of dangerous goods and hazardous materials, including aircraft fuel and oil, de-icing and other potential pollutants at the Airport.
- 3.8. Subject to the approval of the Airport Director which may not be unreasonably withheld, the Air Carrier shall make and maintain arrangements for the use of gate/apron space, ticket counter and baggage claim.
- 3.9. The Air Carrier shall provide to the City, not later than the fifth day of each month, a report of the Air Carrier's operations at the Airport during the preceding month, separately setting forth the total number of enplaning and deplaning domestic and international passengers (including on-line and interline passengers) carried by the Air Carrier during the preceding month and the number of landings by the Air Carrier by type of aircraft. The Air Carrier shall also provide such other information on its operation at the Airport in such form and at such times as may be required by the Airport Director. It is understood by the parties that such information will, with the exception of its inclusion in overall statistical totals, be kept confidential by the City, subject to applicable law.
- 3.10. The Air Carrier shall submit proposed schedules to the Airport Director in writing for the winter/spring period no later than June 15<sup>th</sup>, and for the summer/fall period no later than November 15<sup>th</sup>.
- 3.11. The Air Carrier shall at its own expense and cost, procure and maintain or cause to be procured and maintained via an Affiliate, the insurance policies listed below with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of this Agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this Agreement until the termination of this

Agreement or such longer period as may be specified by the City, such longer period not to exceed twenty-four (24) months.

As a minimum, the Air Carrier shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- a) Aviation Premises/Operations Liability Insurance providing for all sums which the Air Carrier shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the operations carried on in connection with this Agreement. This insurance shall include, but not be limited to, aircraft liability, passenger legal liability, personal injury, premises liability, baggage and cargo liability and such other coverage as may from time to time be generally issued by insurance companies to airlines in connection with their Canadian airport operations. Limits of liability for this insurance shall not be less than an inclusive limit of twenty-five million Canadian dollars (\$25,000,000.00 CAD) for each occurrence or accident, or such greater amount as required by law or regulation applicable to the Air Carrier;
- b) The Air Carrier's insurance shall include a cross liability clause providing that the inclusion of more than one insured shall not in any way affect the rights of any other insured thereunder, in respect to any claim, demand, suit or judgment made against any other insured.
- c) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Air Carrier directly or indirectly in the performance of this Agreement. The limit of liability shall not be less than two million Canadian dollars (\$2,000,000.00 CAD) inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- 3.12 The policy required by section 3.11 above shall provide that the City is named as an additional insured with respect to the premises liability at the Airport, but only with respect to any potential legal liabilities arising out of the operations, actions or conduct of the named insured as per this agreement, and that said policy is primary without any right of contribution from any insurance otherwise maintained by the City.



- 3.13 The Air Carrier agrees to submit a Certificate of Insurance to the Airport Director prior to commencement of this Agreement. The Certificate of Insurance shall endeavor to provide that thirty (30) days written notice shall be given to the Airport Director, prior to any cancellations of any such policy or policies.
- 3.14 The Air Carrier's Certificate of Insurance is subject to review by the Airport Director but in no event shall the Airport Director require other insurance or alterations to any applicable insurance policies in force during the period of this Agreement without the prior written approval of the Air Carrier, which may not be unreasonably withheld.
- 3.15 The Air Carrier may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- 3.16 All insurance, which the Air Carrier is required to obtain with respect to this Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.
- 3.17 If the Air Carrier fails to do all or anything which is required of it pursuant to this Agreement with regard to insurance, the City may do all that is necessary to effect and maintain such required insurance, and any monies expended by the City shall be repayable by and recovered from the Air Carrier. The Air Carrier expressly authorizes the City to deduct from any monies owing the Air Carrier, any monies owing by the Air Carrier to the City.
- 3.18 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Air Carrier shall not be held to waive or release the Air Carrier from any of the provisions of section 3.11 or this Agreement, with respect to the liability of the Air Carrier or otherwise. Any insurance deductible maintained by the Air Carrier under any of the insurance policies is solely for its account and any such amount incurred by the City will be recovered from the Air Carrier as stated in section 3.17.
- 3.19 The Air Carrier shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the term of this Agreement be lawfully imposed, or become due and payable by the Air Carrier.
- 3.20 The Air Carrier shall pay to the City all applicable aircraft landing, parking and facility charges as amended from time to time.

3.21 The Air Carrier shall collect and remit to the City an Airport Improvement Fee (AIF) from all departing enplaned passengers in the amount of \$15.00 Canadian per passenger in accordance with the Memorandum of Agreement (MOA) between the Air Transport Association of Canada and Signatory Air Carriers and Certain Airports including the Kelowna International Airport dated September 23, 1997 and as amended from time to time. The amount of AIF collected may be adjusted from time to time by the City as provided for in the MOA (Article 6.2) and included in the City of Kelowna Airport Fees Bylaw No. 7982 (Section 22). The AIF shall be remitted monthly along with an Airport Improvement Fee Monthly Remittance Form (Schedule A) indicating the current month departing enplaning passengers (DEPAX), the addition of applicable tax(es), and the quantities of DEPAX who purchased tickets, including paperless tickets which are kept in electronic form, in North America and outside North America. The remittance form shall be signed and dated by an authorized representative of the Air Carrier. The Air Carrier will remit the amount shown on the Remittance Form.

3.21.1 The obligation to collect and remit an AIF will not apply to:

- a) (i) those passengers continuing a journey less than four hours after arrival at the Airport for domestic Canada and transborder itineraries; and (ii) those passengers continuing a journey less than 24 hours after arrival at the Airport for international itineraries. A passenger will be considered to be continuing a journey even though multiple air carriers may participate in the itinerary on one or more air carrier ticket(s);
- b) airline employees travelling on business, including duty travel of crews of one air carrier on another air carrier;
- c) infants under two years of age for whom no ticket was purchased, even though a no cost ticket may have been issued in the name of the infant;
- d) those passengers travelling on passes or other travel documents with discount codes ID/IN. However, passengers travelling on frequent flier mileage redemption programs or promotional tickets (such as two for one tickets) do not qualify as ID passengers within the meaning of this clause 3.21.1 d).

3.21.2 Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger's ticket, the air carrier on whom the DEPAX passenger actually travels shall be the party responsible for the collection and remittance of the AIF for that DEPAX passenger.

- 3.22 The Air Carrier shall, without limiting the liability of the Air Carrier under this Agreement or otherwise, pay to the City all costs of the City in using its employees, agents, equipment, and materials, plus a reasonable administrative charge for damage to or destruction of the property of the City caused by the Air Carrier, its employees or agents, including but not limited to fuel, oil and other spills.
- 3.23 The Air Carrier shall pay all other fees or charges to the City arising out of the Air Carrier's operation or activities at the Airport, including any sums for employee parking, identification badges, keys and the like.
- 3.24 The Air Carrier shall pay interest on late payments for amounts owing by the Air Carrier to the City pursuant to this Agreement at the rate of 1.5 percent per month (equivalent to 18.00 percent per annum) or such other rate which the City shall determine from time to time in its absolute discretion to reflect prevailing interest rates until the amount of the default and all interest thereon have been paid. All interest shall be calculated daily and compounded monthly and shall apply retroactively from the due date for payment.
- 3.25 In the event that a party shall prevail in any action for the enforcement of any of its rights hereunder, the other party shall pay such party such reasonable legal costs, in addition to any other debt or damages recoverable in such action.
- 3.26 Before commencing operations, the Air Carrier shall provide the Airport Director with a Security Deposit calculated to be the sum of three (3) months Landing Fees plus General Terminal Fees based upon the proposed schedule(s) submitted to the Airport Director plus all other related fees and charges.
  - a) The Security Deposit shall be in the form of cash, bank draft, certified cheque, or irrevocable letter of credit in a form acceptable to the City. Interest will not be paid when the Security Deposit is remitted in the form of an irrevocable letter of credit. Where payable, interest will be calculated at a rate determined by the City. In the case of a letter of credit, if the Air Carrier fails to provide the Airport Director with a renewal or replacement letter of credit at least sixty (60) days prior to the date on which such previous letter of credit expires, then the City shall have the right to terminate this Agreement by written notice to the Air Carrier.
  - b) The Security Deposit plus interest retained by the City shall upon termination of this Agreement be returned to the Air Carrier or be



credited to its account. However, if the Air Carrier fails to pay all sums herein described and/or impairs or damages the Airport or any part thereof during the term of this Agreement, the City may apply the Security Deposit and accrued interest, if any, or any part thereof to the arrears of sums and/or damages and injuries. If the Security Deposit is so applied by the City, then within fifteen (15) days of having received written notification, the Air Carrier shall restore the Security Deposit to the amount as provided herein. The application of the Security Deposit and interest by the City in accordance with the above shall not constitute a waiver nor in any way defeat or affect the rights and remedies which the City has in law.

- c) The Air Carrier asserts that monies deposited herein as Security Deposit are not subject to any existing encumbrance, charge, or security agreement.
  - d) The Air Carrier covenants and agrees that it will not assign or encumber nor attempt to assign or encumber the monies deposited herein as Security Deposit and that the City shall not be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.
  - e) The City shall have the right on at least thirty (30) days prior written notice to the Air Carrier to increase or decrease the amount of the Security Deposit that the Air Carrier is required to maintain hereunder so that such amount continues to represent the amount determined in accordance with Section 3.26. If the Air Carrier does not, within thirty (30) days of receipt of the above-mentioned written notice, provide the City with the full amount of any such increase in the Security Deposit, then the City shall have the right to terminate this Agreement by written notice to the Air Carrier.
- 3.27 The Air Carrier shall at all times maintain the airside surfaces free of all foreign objects and litter, and shall whenever directed to do so by the Airport Director, remove immediately from the airside surfaces or a portion thereof all of its equipment and anything related to its operations.
- 3.28 The Air Carrier shall require its personnel and employees to maintain and keep the areas of the Airport used by it in the loading and unloading of its passengers or cargo in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease that may accumulate thereon as a result of the use of the said areas by its

passengers, or its employees, contractors, or others servicing and operating its aircraft.

- 3.29 The Air Carrier shall immediately remove any aircraft owned or operated by the Air Carrier that, through accident or for any other reason, becomes disabled or be abandoned in any area which could interfere with the continuous normal operations of any of the Airport landing and field facilities to such location as shall be designated by the Airport Director unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agencies of the federal government.

Should the Air Carrier fail to immediately remove such disabled aircraft as herein provided, or should aircraft owned or operated by the Air Carrier be allowed to remain on the Airport beyond the needs of normal operation, the City shall have the right to remove such aircraft by any means the City deems necessary under the circumstances, and the Air Carrier shall indemnify and save harmless the City, its officers, officials, employees and agents from any and all costs, liability, damage or expense, including all reasonable legal costs and storage costs incurred by the City or claimed by anyone by reason of removal of such aircraft.

- 3.30 The Air Carrier shall comply with the Airport's noise management and abatement program and with any procedures or directions of the Airport Director with respect to noise management and abatement at the Airport.
- 3.31 The Air Carrier shall comply with the City of Kelowna Local Airport Traffic Directives for the operation of vehicles on airport movement areas, as published by the Airport Director, or any revision or amendment as made from time to time.
- 3.32 The Air Carrier shall provide resources and services for disabled persons.
- 3.33 Where required by the Airport Director, the Air Carrier shall ensure that all signs are provided in both English and French, with equal prominence given to the two languages.
- 3.34 The Air Carrier shall obtain the written approval of the Airport Director for all signs and advertising materials including lettering and other advertising media erected, installed or placed in the Airport and the Air Carrier shall conform to the aesthetic standards of the Airport and any direction the Airport Director may make from time to time with respect to displays and advertising signs and the Air Carrier shall pay the costs of installing, maintaining, changing and removing all such signs or displays.

- 3.35 The Air Carrier shall not cause or allow air freight and cargo items, excluding passenger luggage and related articles, to be handled through the Air Terminal Building unless approved in writing by the Airport Director.

#### **Article 4.00 - Default**

4. It shall constitute default of the terms of this Agreement and justification for immediate termination by the City upon the occurrence of the following:
- 4.1 The Air Carrier fails to observe or perform any of its covenants and obligations under this Agreement and the Air Carrier has not within fifteen (15) days (or sooner in the case of emergency or necessity as determined in the reasonable discretion of the Airport Director) after receipt by the Air Carrier of written notice from the City specifying the default, (i) cured the default, or (ii) if the cure of default reasonably requires a longer period than fifteen (15) days, the Air Carrier has not provided written notice to the City signed by the Airport Director setting out the particulars of such failure to observe or perform its covenants and obligations under this Agreement; or
  - 4.2 The Air Carrier becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors; or
  - 4.3 The making or entering into by the Air Carrier of any assignment for the benefit of creditors; or
  - 4.4 Proceedings are instituted for the winding-up or termination of the corporate existence of the Air Carrier provided that such winding-up or termination of the corporate existence of the Air Carrier was outside of a planned corporate restructuring of the Air Carrier and/or its Affiliates; or
  - 4.5 The levy of any attachment, execution, appointment of a receiver or other process of court by which the operating rights herein granted may be claimed or attempted to be held and used by any person by reason thereof, whether such person is an officer or appointee of court or otherwise, or any attempted assignment of this Agreement by operation of law; or
  - 4.6 Any violation or disregard of the provisions of this Agreement which materially endangers safety, security, life or property on the Airport.



### **Article 5.00 - Assignment**

- 5.1 The Air Carrier may not assign this Agreement or the benefit of this Agreement without the City's prior consent in writing. The City may withhold such consent at its sole discretion and without reason. The Air Carrier shall be responsible for all costs associated with any assignment of the Agreement, including the City's associated legal and administrative costs. Notwithstanding the foregoing, the Air Carrier may assign this Agreement to any of its Affiliates or to any third party which amalgamates or merges with the Air Carrier or which acquires all or substantially all of the assets of the Air Carrier, conditional upon the successor party covenanting and agreeing to be bound to the City by the provisions of this Agreement.
- 5.2 The acceptance of any monies from or the performance of any obligation hereunder by a person other than the Air Carrier shall not be construed as an admission by the City to any right or interest of such person as an assignee, transferee or otherwise in the place of the Air Carrier.

### **Article 6.00 - Waiver or Non-Action**

6. The acceptance of the City of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the City to payment in full of such sums or a waiver of any other right of the City of obligation of the Air Carrier. Failure by the City to take action in respect of any breach of any Air Carrier obligation under this Agreement by the Air Carrier shall not be considered to be a waiver of such obligation.

### **Article 7.00 - Hold Harmless/Indemnification/Claims**

7. The Air Carrier:
  - 7.1 Shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement by the Air Carrier, excepting only where such loss, costs, damages and expenses are as a result of the negligence or wilful misconduct of the Indemnitees.
  - 7.2 Shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith

and resulting from the performance, purported performance, or non-performance of this Agreement by the Air Carrier, excepting only where such claim, demand, action, proceeding or liability is based on the negligence or wilful misconduct of the Indemnitees.

- 7.3 Expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment or any of the services to or in any space at the Airport, including but not limited to, power, gas, telephone, steam, heating, air conditioning, water supply system, drainage or sewerage systems, or dome wires leading to or inside of any space used, or by reason of any loss resulting from the failure of any such system or facilities which may occur from time to time from any cause, and the Air Carrier hereby expressly releases and discharges the Indemnitees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid excepting only where such demand, claim, action, cause of action, proceeding, loss, damage or liability is based on the negligence or wilful misconduct of the Indemnitees.

#### **Article 8.00 - Members of the House of Commons**

8. No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

#### **Article 9.00 - Choice of Law and Jurisdiction**

9. This Agreement shall be construed according to the laws of the Province of British Columbia.

#### **Article 10.00 - Entire Agreement**

10. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants or agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

#### **Article 11.00 - Bribes**

11. The Air Carrier hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the City for, or with a view to, obtaining the rights granted herein any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure the rights granted herein upon any agreement for a commission, percentage, brokerage or contingent fee.

#### **Article 12.00 - Interpretation**

**12. In this Agreement:**

- 12.1 reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- 12.2 a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
- 12.3 an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Agreement is made;
- 12.4 any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
- 12.5 section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
- 12.6 The following is a schedule to this Agreement and forms an integral part of this Agreement:

#### **Schedule "A" - AIF Monthly Remittance Form**

- 12.7 a "party" is a reference to a party to this Agreement;
- 12.8 time is of the essence; and
- 12.9 where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

#### **Article 13.00 - Differences**

- 13. All matters of difference arising between the City and the Air Carrier in any matter connected with or arising out of this Agreement whether as to interpretation or otherwise, shall be determined by the Agreement but without prejudice to any recourse available under law.

#### **Article 14.00 - Effect of Agreement**

- 14. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors of each of the parties hereto, and where there is a male, female or corporate party, the provisions hereof shall be read



with all grammatical changes to gender and number required by the context, and all covenants and obligations shall not be deemed joint and several.

**Article 15.00 - Severance**

15. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

**Article 16.00 - No Implied Obligations**

16. No implied terms or obligations of any kind by or on behalf of the City shall arise from anything in this Agreement and the express covenants and agreements herein contained and made by the City are the only covenants and agreements upon which any rights against the City may be founded.

**Article 17.00 - Notices**

17. Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, 5 days following deposit with Canada Post. A party may change its address or fax number by giving notice to the other party under this section.

**Article 18.00 - Definition**

18. In the Agreement "Airport Director" shall mean the Airport Director or the person acting on his or her behalf at the Airport.

**IN WITNESS WHEREOF** the parties hereto have executed these Presents the day and year first above written.

**CITY OF KELOWNA**

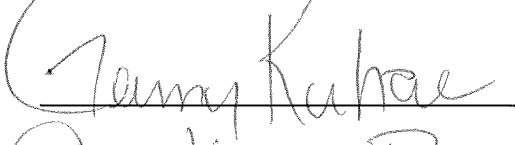
By its authorized signatory(ies)

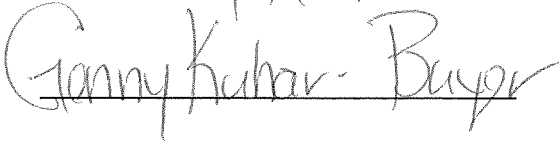
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**SUNCOR ENERGY SERVICES INC.**

By its Authorized signatory(ies)

A handwritten signature in cursive script, appearing to read "Ganny Kuhar", written over a horizontal line.

A handwritten signature in cursive script, appearing to read "Ganny Kuhar - Bayar", written over a horizontal line.

**CITY OF KELOWNA  
KELOWNA INTERNATIONAL AIRPORT**

**AIRPORT IMPROVEMENT FEE**

**MONTHLY REMITTANCE FORM**

Air Carrier: *SUNCOR ENERGY SERVICES INC.* Month/Year: \_\_\_\_\_

Current Month DEPAX: \_\_\_\_\_ X \$ 15.00 X \$ \_\_\_\_\_  
(AIF Rate) (Gross Remittance)

**Gross AIF  
Remittance  
(Per Above)**

Before Tax \$ \_\_\_\_\_

5% GST \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Authorized Air Carrier Representative**

1. DEPAX who purchased ticket  
In North America \_\_\_\_\_

\_\_\_\_\_  
Signature

2. DEPAX who purchased ticket  
Outside North America \_\_\_\_\_

\_\_\_\_\_  
Title

3. Total DEPAX reported this  
Month (1 + 2 = 3) \_\_\_\_\_

\_\_\_\_\_  
Date



**CERTIFICATE OF INSURANCE**  
 Reference no. SE/2013/GEN/08

**To:** The City of Kelowna  
 1435 Water Street  
 Kelowna, B.C. V1Y 1J4

**Attn:** Airport Director

**November 12, 2013**

This is to certify that Insurance, as described hereunder, has been arranged on behalf of the Insured named herein and that such Insurance, at the date hereof is in full force and effect.

<b>Insured</b>	<b>Suncor Energy Inc.</b> P.O. Box 2844 150 – 6 <sup>th</sup> Avenue S.W. Calgary, Alberta T2P 3E3	<b>Term</b>	From 1 <sup>st</sup> June 2013 To 1 <sup>st</sup> June 2014 both days at 12.01am Standard Time at the address of the Insured
<b>Insurers</b>	Canadian Aviation Insurance Managers, Ltd. and Global Aerospace Underwriting Managers (Canada) Limited		
<b>Policy No.</b>	20003895-AB-13		
<b>Aircraft Insured</b>	All aircraft owned and/or operated by the Named Insured		
<b>Coverage</b>	<p>Section I Aircraft Third Party Legal Liability for Bodily Injury (Including Passengers) and Property Damage, Personal Injury, Baggage and Cargo Liability</p> <p>Section II Aviation General Liability including liability arising out of airport premises.</p>		
<b>Sum Insured/Limits of Liability</b>	<p>Section I Combined Single Limit not less than CAD 25,000,000 each occurrence, each aircraft.</p> <p>Section II Combined Single Limit not less than CAD 25,000,000 each occurrence and in the aggregate with respect to Products.</p>		
<b>Territorial Limits</b>	Worldwide		
<b>Special Provisions</b>	<p>Pursuant to the Kelowna International Airport Air Carrier Airport Use Agreement between The City of Kelowna ("City") and the Named Insured, Insurers agree that the following special conditions apply:</p> <ol style="list-style-type: none"> <li>1. City is added as an Additional Insured but solely with respect to the Named Insured's operations</li> <li>2. It is agreed that written notice of cancellation or material change in the insurance evidenced by the Certificate, will be given to the City, by Insurers at least thirty (30) days prior to any such change or cancellation becoming effective excepting, however, only ten (10) days notice will be given in the event of non-payment of premium, and as regards coverage in respect of War and Allied Perils Coverage (where applicable), which are subject to automatic and/or seven (7) days notice of cancellation provisions. Such notice will NOT, however be given at normal</li> </ol>		

expiry of insurances or any endorsement.

3. The Policy contains a Cross Liability clause.
4. The Policy provides coverage for the operation of licensed and unlicensed vehicles while operated airside.
5. The Insurance outlined above shall be primary without right of contribution from any insurance otherwise maintained by the City.

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements remaining paramount.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

The undersigned is not an Insurer and has no liability as an Insurer as a result of issuing this Certificate or under the above policies.

If Certificates have been issued prior to the Date of Issue of this Certificate, this Certificate cancels and supersedes each such Certificate.

(Re)Insurers Liability Clause LMA3333 (21/06/07)

WILLIS CORROON AEROSPACE OF CANADA LTD.



\_\_\_\_\_  
Authorized Signatory

## **CITY OF KELOWNA**

### **BYLAW NO. 10873**

#### **A Bylaw to Rescind Ownership Housing Agreement Authorization Bylaw Nos. 9525, 9694, 9713, 9737, 9834, 9884, 10182, 10183 and 10601**

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

1. THAT Housing Agreement Authorization Bylaw No. 9525 - Ziprick Place BC Ltd Inc. and all amendments thereto, be rescinded for the land known as Lot 1, Section 22, Township 26, ODYD, Plan KAP50112 Except Plan KAP78236 located at 135 Ziprick Road;
2. AND THAT Housing Agreement Authorization Bylaw No. 9694 - Invue Developments Corporation and all amendments thereto, be rescinded for the land known as Lot A, District Lot 129, Plan 30261 located at 2040 Springfield Road;
3. AND THAT Housing Agreement Authorization Bylaw No. 9713 - 0701849 BC Ltd and all amendments thereto, be rescinded for the land known as Lot 2, District Lot 138, ODYD, Plan 3809 located at 1094 Lawson Road;
4. AND THAT Housing Agreement Authorization Bylaw No. 9737 - Rancar Services Ltd and all amendments thereto, be rescinded for the land known as Lot A, Section 6, Township 26, ODYD, Plan 24498 located at 644 Lequime Road;
5. AND THAT Housing Agreement Authorization Bylaw No. 9834 - Adla Ventures Ltd and all amendments thereto, be rescinded for the land known as Lot 6, Section 22, Township 26, ODYD, Plan 3576 located at 515 Gerstmar Road;
6. AND THAT Housing Agreement Authorization Bylaw No. 9884 - 1314694 Alberta Ltd and all amendments thereto, be rescinded for the lands known as Lots 6, 7 and 8, District Lot 129, ODYD, Plan 14187 located at 1923, 1937 and 1979 Ambrosi Road and Lot A, District Lot 129, ODYD, Plan 34047 located at 1926 Barlee Road;
7. AND THAT Housing Agreement Authorization Bylaw No. 10182 - Rohit Communities Kelowna Ltd., Inc. No. BC0763831 and all amendments thereto, be rescinded for the lands known as Strata Lots 12, 13, 30, 31, 48 and 49, Section 22, Township 26, ODYD, Strata Plan KAS3631 located at 151 Taylor Road;
8. AND THAT Housing Agreement Authorization Bylaw No. 10183 - Mode Properties Ltd., Inc. No. BC0788187 and all amendments thereto, be rescinded for the lands known as Strata Lots 38, 39, 40, 41 and 62, District Lot 141, ODYD, Plan KAS3658 located at 1550 Dickson Avenue;
9. AND THAT Housing Agreement Authorization Bylaw No. 10601 - 0911176 BC Ltd and all amendments thereto, be rescinded for the land known as Lot 3, Section 30, Township 24, ODYD, Plan 10537 located at 1170 Brant Avenue;
10. This bylaw may be cited for all purposes as "Bylaw No. 10873 being A Bylaw to Rescind Ownership Housing Agreement Authorization Bylaw Nos. 9525, 9694, 9713, 9737, 9834, 9884, 10182, 10183 and 10601."



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

Read a first, second and third time by the Municipal Council this 28<sup>th</sup> day of July, 2014.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk