

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, October 20, 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

3 - 11

Regular PM Meeting - October 6, 2014

#### 3. Public in Attendance

##### 3.1 Mark Krehel, President, and Surinder Gosal, Representative, Kelowna United Soccer Club, re: Update to Council

12 - 21

To provide Council with an update regarding the Kelowna United Soccer Club and the soccer dome.

#### 4. Bylaws for Adoption (Development Related)

##### 4.1 Bylaw No. 10306 (Z09-0077) - 4064 Lakeshore Road, Rex Jardine and Jardine Investments Inc.

22 - 22

To adopt Bylaw No. 10306 in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone in order to facilitate a two (2) lot subdivision.

##### 4.2 Bylaw No. 10956 (OCP14-0001) - 1150, 1156 & 1160 Richter Street, City of Kelowna & Miles Vuicevic

23 - 23

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

To adopt Bylaw No. 10956 in order to change the future land use designations of the subject properties from the Commercial designation to the Educational/Institutional designation to permit the development of the Kelowna Police Services Building.

- 4.3 Bylaw No. 10957 (Z14-0001) - 576, 630 & 690 Clement Avenue, 1175 & 1166 St. Paul Street and 1150, 1156, 1160, 1166 & 1170 Richter Street, City of Kelowna & Miles Vuicevic 24 - 24

To adopt Bylaw No. 10957 in order to rezone the subject properties from the I2 - General Industrial and I4 - Central Industrial zones to the P1 - Major Institutional zone to permit the development of the Kelowna Police Services Building.

- 4.4 Bylaw No. 10959 (Z14-0005) - 669 McClure Road, Heritage Log Structures Inc. 25 - 25

To adopt Bylaw No. 10959 in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone in order to facilitate a subdivision of the parcel into two (2) equal lots.

## 5. Non-Development Reports & Related Bylaws

- 5.1 Moving Opportunities Forward: 2012-2014 Council Priorities Update 26 - 42

To provide Council with an update with respect to the 2012-2014 Council Priorities.

- 5.2 Dehart Park - Dog Access 43 - 45

To seek Council's approval to allow dogs on-leash at Dehart Park.

- 5.3 Lease to Interior Health Authority - 2292 Speer Street 46 - 103

That Council approve a one-year lease agreement with IHA for the City-owned property at 2292 Speer Street.

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

- 6.1 Bylaw No. 10798 - Road Closure Bylaw, Portion of Lane adjacent to 551 Glenwood Avenue 104 - 105

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

To adopt Bylaw No. 10798 in order to authorize the City to permanently close and remove the highway dedication of a portion of lane adjacent to 551 Glenwood Avenue.

- 6.2 Bylaw No. 11009 - 2015 Permissive Tax Exemption Bylaw 106 - 125

To adopt Bylaw No. 11009 in order to exempt from taxation certain lands and improvements situated in the City of Kelowna.

## 7. Mayor and Councillor Items

## 8. Termination



## City of Kelowna Regular Council Meeting Minutes

Date: Monday, October 6, 2014  
Time: 1:30 pm  
Location: Council Chamber  
City Hall, 1435 Water Street

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

Members Absent Councillor Andre Blaneil

Staff Present Acting City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Deputy City Manager, Paul Macklem\*; Director, Corporate Business Ventures, John Vos\*; Manager, Capital Assets & Investments, Joel Shaw\*; Manager, Urban Planning, Ryan Smith\*; Manager, Subdivision, Agriculture & Environment Services, Todd Cashin\*; Planner, Subdivision, Agriculture & Environment Services, Damien Burggraeve\*; Property Manager, John Saufferer\*; Accountant, Matt Friesen\*; and Council Recording Secretary, Arlene McClelland

(\*denotes partial attendance)

### 1. Call to Order

Mayor Gray called the meeting to order at 1:33 p.m.

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

### 2. Confirmation of Minutes

Moved By Councillor Hobson/Seconded By Councillor Stack

**R706/14/10/06** THAT the Minutes of the Regular Meeting of September 29, 2014 be amended by changing the seconder for Item 5.2 from Councillor Stack to Councillor Singh and be confirmed as amended.

Carried

### 3. Development Application Reports & Related Bylaws

#### 3.1. Text Amendment No. TA14-0004 and Rezoning Application No. Z12-0056 - 1755 Capri Street, 1835 Gordon Drive and 1171 Harvey Avenue, RG Properties Ltd.

##### Staff:

- Displayed a Power Point Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Hobson/Seconded By Councillor Given

**R707/14/10/06** THAT Text Amendment No. TA14-0004 to add the proposed CD25 - Capri Centre Comprehensive Development zone to Zoning Bylaw No. 8000 as outlined in Schedule "A" of the Report of the Urban Planning Department dated October 21<sup>st</sup>, 2014 be considered by Council;

AND THAT Rezoning Application No. Z12-0056 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, D.L. 137, ODYD, Plan KAP64836, located at 1835 Gordon Drive; Lot B, D.L. 137, ODYD, Plan KAP64836, located at 1171 Harvey Avenue, Lot C, D.L. 137, ODYD, Plan KAP64836, located at 1755 Capri Street Kelowna B.C. from C4 - Urban Centre Commercial, C4 - Urban Centre Commercial (Retail Liquor Sales) and C4 - Urban Centre Commercial (Liquor Primary) to CD25 Capri Comprehensive Development Zone be considered by Council;

AND THAT the Text Amendment Bylaw and the Zone Amendment Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT Bylaw No. 10999 being Amendment No. 22 to Sign Bylaw No. 8235 be forwarded for reading consideration;

AND THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Development Permit for the design guidelines on the subject properties;

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of Fortis BC Electric being completed to their satisfaction.

Carried

#### 3.1.1. Bylaw No. 10998 (TA14-0003) - CD25, Capri Centre Comprehensive Development Zone

Moved By Councillor Stack/Seconded By Councillor Given

**R708/14/10/06** THAT Bylaw No. 10998 be read a first time.

Carried



**3.1.2. Bylaw No. 11016 (Z12-0056) - 1755 Capri Street, 1835 Gordon Drive and 1171 Harvey Avenue, RG Properties Ltd.**

Moved By Councillor Given/Seconded By Councillor Stack

R709/14/10/06 THAT Bylaw No. 11016 be read a first time.

Carried

**3.1.3. Bylaw No. 10999 - Amendment No. 21 to Sign Bylaw No. 8235**

Moved By Councillor Given/Seconded By Councillor Stack

R710/14/10/06 THAT Bylaw No. 10999 be read a first, second and third time.

Carried

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

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Hobson

R711/14/10/06 THAT rescindment of Bylaw No. 10994 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of the eastern part 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 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 as shown on Map "B" attached to the report from Urban Planning Department dated September 19<sup>th</sup> 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 subsequent to the following:

1. Requirements of Development Engineering Branch being completed to their satisfaction;
2. Approval of a Subdivision Preliminary Layout Review (PLR) including the dedication of both the north/south laneway and a second laneway connection from that lane westwards to Mountainview Street;

AND FURTHER THAT a Section 219 Building Use covenant be registered on the subject property limiting the development to nine dwelling units in order to prevent the development of any additional dwellings not contemplated by this permit.

Carried

**3.2.1. Bylaw No. 10994 (Z14-0026) - 1280 Glenmore Road, 561655 BC Ltd.**

Moved By Councillor Zimmermann/Seconded By Councillor DeHart

R712/14/10/06 THAT Bylaw No. 10994 be rescinded at first reading.

Carried

**3.2.2. Bylaw No. 11020 (Z14-0026) - 1280 Glenmore Road, 561655 BC Ltd.**

Moved By Councillor DeHart/Seconded By Councillor Zimmermann

R713/14/10/06 THAT Bylaw No. 11020 be read a first time.

Carried

**3.3. Rezoning Application No. Z14-0035 - 2271 Harvey Avenue, Orchard Park Shopping Centre Holdings Inc.**

Staff:

- Displayed a Power Point Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Basran/Seconded By Councillor Zimmermann

R714/14/10/06 THAT Rezoning Application No. Z14-0035 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of part of Lot 1, District Lot 127, ODYD, Plan KAP53260 except Plans KAP56123 and EPP3467, located on 2271 Harvey Avenue, Kelowna, BC, from the C6 - Regional Commercial zone to the C6rls - Regional Commercial (Retail Liquor Sales) zone, as shown on Map "A" attached to the Report of the Urban Planning Department dated October 6, 2014, be considered by Council;

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

Carried

**3.3.1. Bylaw No. 11021 (Z14-0035) - 2271 Harvey Avenue, Orchard Park Shopping Centre Holdings Ltd.**

Moved By Councillor Given/Seconded By Councillor Stack

R715/14/10/06 THAT Bylaw No. 11021 be read a first time.

Carried

**3.4. Rezoning Application No. Z14-0029 - 801 Francis Avenue, D Squared Enterprises Inc.**

Staff:

- Displayed a Power Point Presentation summarizing the application.



Moved By Councillor Singh/Seconded By Councillor Given

**R716/14/10/06** THAT Rezoning Application No. Z14-0029 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 136, ODYD, Plan 6253, located on 801 Francis Avenue, Kelowna, BC, from the RU6 - Two Dwelling Housing zone to the RU2 - Medium Lot Housing and RU6 - Two Dwelling Housing zones, as shown on Map "A" attached to the Report of the Urban Planning Department, dated October 6, 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 FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction.

Carried

**3.4.1. Bylaw No. 11019 (Z14-0029) - 801 Francis Avenue, D Squared Enterprises Inc.**

Moved By Councillor Stack/Seconded By Councillor Zimmermann

**R717/14/10/06** THAT Bylaw No. 11019 be read a first time.

Carried

**3.5. Official Community Plan Bylaw Amendment Application No. OCP14-0022 and Rezoning Application No. Z14-0047 - 984 Dehart Road, Sherwood Mission Developments & Dr. Alexander Rezansoff**

Staff:

- Displayed a Power Point Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Basran

**R718/14/10/06** THAT Official Community Plan Bylaw Amendment No. OCP14-0022 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing a portion of the Future Land Use designation of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the Multi-Unit Residential Low Density (MRL) designation to the Single/Two Unit Residential (S2RES) designation, in accordance with 'Map A', be considered by Council;

AND THAT Rezoning Application No. Z14-0047 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone and to the RU2 - Medium Lot Housing zone in accordance with 'Map B' be considered by Council;

AND THAT the Official Community Plan Amendment Bylaw and 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 Development Engineering Branch and Parks Services Branch being completed to their satisfaction, as well as, a Farm Protection Development Permit and a Natural Environment Development Permit being issued to the satisfaction of the Subdivision, Agriculture & Environment Services Branch.

Carried

**3.5.1. Bylaw No. 11017 (OCP14-0022) - 984 Dehart Road, Sherwood Mission Developments Ltd. & Dr. Alexander Rezansoff**

Moved By Councillor Basran/Seconded By Councillor Singh

R719/14/10/06 THAT Bylaw No. 11017 be read a first time;

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

Carried

**3.5.2. Bylaw No. 11018 (Z14-0047) - 984 Dehart Road, Sherwood Mission Developments Ltd. & Dr. Alexander Rezansoff**

Moved By Councillor Singh/Seconded By Councillor Basran

R720/14/10/06 THAT Bylaw No. 11018 be read a first time.

Carried

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

**4.1. Bylaw No. 10832 (OCP13-0002) - 1760, 2025 & 2137 Quail Ridge Boulevard, Pier Mac Petroleum Installation Ltd.**

Moved By Councillor Basran/Seconded By Councillor Singh

R721/14/10/06 THAT Bylaw No. 10832 be adopted.

Carried

**4.2. Bylaw No. 10834 (Z13-0003) - 1760, 2025 & 2137 Quail Ridge Boulevard, Pier Mac Petroleum Installation Ltd.**

Moved By Councillor Singh/Seconded By Councillor Basran

R722/14/10/06 THAT Bylaw No. 10834 be adopted.

Carried

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

**5.1. Quarterly Report**

Staff:

- Displayed a Power Point Presentation summarizing the report.



Moved By Councillor Given/Seconded By Councillor Stack

**R723/14/10/06** THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated October. 1, 2014.

Carried

Councillor Stack declared a conflict of interest as the Society of Hope is an applicant for a permissive tax exemption and left the meeting at 2:59 p.m.

## **5.2. 2015 Permissive Tax Exemption Bylaw**

Moved By Councillor Given/Seconded By Councillor Zimmermann

**R724/14/10/06** THAT Council receives, for information, the Report from the Revenue Branch Accountant dated October 6, 2014 with respect to the 2015 Permissive Tax Exemption Bylaw;

AND THAT Bylaw No. 11009, being the 2015 Permissive Tax Exemption Bylaw be forwarded for reading consideration.

Carried

### **5.2.1. Bylaw No. 11009 - 2015 Permissive Tax Exemption Bylaw**

Moved By Councillor Basran/Seconded By Councillor Singh

**R725/14/10/06** THAT Bylaw No. 11009 be read a first, second and third time.

Carried

Councillor Stack rejoined the meeting at 3:06 p.m.

## **5.3. South Perimeter Road**

Staff:

- Displayed maps showing roads in the area with respect to Gordon Drive and South Perimeter Road and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Basran

**R726/14/10/06** THAT Council receives for information the report of the Director, Corporate Business Ventures dated October 1, 2014, with respect to the Extension of Gordon Drive and South Perimeter Road;

AND THAT Council confirms the current alignment to the Extension of Gordon Drive and South Perimeter Road;

AND FURTHER THAT Council direct staff to solicit community input on the implications on priorities and sequencing of other Mission DCC Road Improvements should the Gordon Drive Extension and South Perimeter Road proceed in the near future.

Carried

#### 5.4. Wine and Art Lease

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.
- Confirmed no cooking on site and only reheating of food permitted due to the zoning.

Moved By Councillor Given/Seconded By Councillor Singh

**R727/14/10/06** THAT Council approve the City entering into a five (5) year commercial lease with Marni Manegre (doing business as Wine and Art), with the option to renew for an additional five (5) year term, in the form attached as Schedule A to the Report of the Manager, Property Management, dated October 6, 2014;

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

Carried

#### 5.5. Road Closure - 460 Doyle Avenue

##### 5.5.1. Bylaw No. 11000 - Road Closure Bylaw, Portion of Lane adjacent to 460 Doyle Avenue

Moved By Councillor Singh/Seconded By Councillor Basran

**R728/14/10/06** THAT Bylaw No. 11000 be read a first, second and third time.

Carried

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

Bylaw No. 10798 was removed from the Agenda and will be placed on the October 20, 2014 Agenda.

##### 6.1. Bylaw No. 10798 - Road Closure Bylaw, Portion of Lane adjacent to 551 Glenwood Avenue

#### 7. Mayor and Councillor Items

Councillor Given:

- Spoke to her attendance, on behalf of Council, at the Run for the Cure Event held this past weekend. The Event raised \$250,000.

Councillor Stack:

- Encouraged members of the public to participate in the Canadian Blood Service Challenge with Prince George.

Councillor DeHart:

- Invited Council and members of the public to the Annual United Way Drive Through Breakfast occurring October 9<sup>th</sup>.
- Spoke to her attendance at the Scarecrow Festival at Lions Park in Rutland and her prize winning scarecrow.

Councillor Basran:


- Spoke to his attendance at the Scarecrow Festival at Lions Park in Rutland.

8. Termination

This meeting was declared terminated at 4:15 p.m.

\_\_\_\_\_  
Mayor

/acm

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

DRAFT

# Kelowna United Facility User List

<b>Kelowna United Programs</b>
KU Team Training
KU Open and Invite Academy
KU Coaches Education
KU Daytime School Academies

<b>Outside User Groups</b>
TOYSL Youth Soccer Games
BC Summer Games Team Training
TOFC Soccer Club
Okanagan College Baseball Team
UBCO Men's Soccer
UBCO Women's Rugby
Special Olympics
KSS Girls Soccer
Kelowna Adult Touch Football
COYSA Coaches Sessions
COYSA Game Rental
COYSA Team Training Rental
BC Soccer Coaching Development Courses
Urban Rec Co-Ed Soccer
Men's Soccer
Minor Lacrosse
BC Football Provincial Team Evaluations
H2O Fitness / Boot Camps
OK Mission Youth Soccer
WK Minor Baseball
Causier Fitness
Various Youth Jamborees / Tournaments



## Kelowna United Indoor Facility Schedule - 2014-2015

	***Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00							
6:30			U21 Girls		U13 Girls		
7:00			U21 Girls		U13 Girls		Youth Rugby
7:30			U21 Girls		U13 Girls		Youth Rugby
8:00	Reserved						Youth Rugby
8:30	Reserved						Youth Rugby
9:00	Reserved	School Academy	School Academy	School Academy	School Academy	School Academy	Youth Rugby
9:30	Reserved	School Academy	School Academy	School Academy	School Academy	School Academy	Youth Rugby
10:00	Reserved	School Academy	School Academy	School Academy	School Academy	School Academy	Baseball
10:30	Reserved	School Academy	School Academy	School Academy	School Academy	School Academy	Baseball
11:00	UBCO Mens Soccer	School Academy	School Academy	School Academy	School Academy	School Academy	Baseball
11:30	UBCO Mens Soccer	H20		H20		H20	setup/overlap
12:00	UBCO Mens Soccer	Fitness		Fitness		Fitness	Invite U11/12G
12:30	UBCO Mens Soccer	School Academy	School Academy	School Academy	School Academy	School Academy	Invite U11/12G
1:00	U11 Boys -3 teams	School Academy	School Academy	School Academy	School Academy	School Academy	Invite U11/12B
1:30	U11 Boys -3	School Academy	School Academy	School Academy	School Academy	School Academy	Invite U11/12B
2:00	U11 Boys - 2 teams	School Academy	School Academy	School Academy	School Academy	School Academy	Invite U13Girls
2:30	U12 Boys -1 team	School Academy	School Academy	School Academy	School Academy	School Academy	Invite U13Girls
3:00	U12 Boys - 3 teams						Invite U13Boys
3:30	U12 Boys - 3						Invite U13Boys
4:00	U12 Girls	Invite U11/12G	KU Open	Invite U13B/G	KU Open	U11 Girls-3	Keeper Academy
4:30	U12 Girls	Invite U11/12G	Academy	Invite U13B/G	Academy	U11 Girls-3	KU U13 and up
5:00	U15 Girls	U13/U14 Girls	Keep Acad U10-12	U11 Boys	Invite 11/12B	U11 Girls-1	TOFC
5:30	U14 Girls	U13/U14 Girls	U11 Girls -1	U11 Boys	Invite 11/12B	U15 Boys	TOFC
6:00	U13 Boys	U14/U17Boys	U11 Girls -3	U11 Boys	U12 Boys - 3	U14 Boys	TOFC
6:30	U13 Boys	U14/U17Boys	U11 Girls -3	U11 Boys	U12 Boys - 3	U16 Boys	TOFC
7:00	U16 Girls**		U12 Girls	U16/U14 Girls	U12 Boys -1	U17 Girls	TOFC
7:30		Mens Soccer	U12 Girls	U16/U14 Girls	U15 Girls		TOFC
8:00	U21 Girls**	Mens Soccer	U16Boys/U15Boys	U17 Boys	U13 Boys	Mens Soccer	TOFC
8:30		Mens Soccer	U16Boys/U15Boys	*U21B Jan start	U13 Boys	Mens Soccer	TOFC
9:00		Co-ed Soccer	Co-ed Soccer	Co-ed Soccer	Co-ed Soccer		
9:30		Co-ed Soccer	Co-ed Soccer	Co-ed Soccer	Co-ed Soccer		
10:00		Co-ed Soccer	Co-ed Soccer		U21 Boys		
10:30		Co-ed Soccer	Co-ed Soccer		*Jan start		
11:00							
11:30							

\*\* Also Coaching sessions

# Kelowna United FC



# Grand Opening – Ribbon Cutting



# Indoor Soccer Dome



## FEATURES

- Area of Dome: 2,800 m<sup>2</sup>
- Dimensions: 41m x 64 m x 12 m high
- Fields divide into 2 or 3 equal playing surfaces.
- Turf: AstroTurf GT 63mm
- Opening Date: November 11, 2013



# For the benefit Kelowna's Sport Community:



- a multi use indoor/outdoor artificial turf venue;
- additional indoor space for field user groups during the fall and winter seasons;
- development of Mission Recreation Park and positively impact community sport development;
- attract Provincial and National calibre teams to Kelowna for training and coaching;
- allow all players regardless of economic circumstances the opportunity to play soccer

# Financial / Operational Update



- Financial cost for project was \$1,000,000 or \$35 per square foot including roads, outdoor lighting and landscaping
- Conservative budget for Year 1 was 10 user groups and \$60,000 in revenue
- Actual Year 1 results were 22 user groups and \$140,000 in revenue
- Upcoming winter schedule is fully allocated. Groups now offering deposits for 3 year contracts
- Overall, project is already profitable and Year 2 will be very healthy. All profits go back into youth soccer development in the Kelowna community
- Other notes

# Schedule & Availability



- turf is programmed 7 days per week
- 6:00 a.m. to 11:00 p.m. daily



# User Groups



- 4 KU programs
- 22 outside user groups





# Next Steps & Questions



**CITY OF KELOWNA**  
**BYLAW NO. 10306**  
**Z09-0077 – Rex Jardine and Jardine Investments Inc**  
**4064 Lakeshore Road**

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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 1, Township 25 and Section 6, Township 26, ODYD, Plan KAP89719 located on Lakeshore Road, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot 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 10<sup>th</sup> day of May, 2010.

Considered at a Public Hearing on the 15<sup>th</sup> day of June, 2010.

Read a second and third time by the Municipal Council this 15<sup>th</sup> day of June, 2010.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# CITY OF KELOWNA

## BYLAW NO. 10956

### Official Community Plan Amendment No. OCP14 - 0001 City of Kelowna and Miles Vucicevic 1150, 1156 & 1160 Richter Street

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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 Lots 4, 5 and 6, District Lot 139, ODYD, Plan 1021, located on Richter Street, Kelowna, B.C., from the COMM - Commercial designation to the EDINST - Educational/Institutional 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 28<sup>th</sup> day of April, 2014.

Considered at a Public Hearing on the 27<sup>th</sup> day of May, 2014.

Read a second and third time by the Municipal Council this 27<sup>th</sup> day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# **CITY OF KELOWNA**

## **BYLAW NO. 10957**

### **Z14-0001 - City of Kelowna and Miles Vucicevic 576, 630 & 690 Clement Avenue, 1175 & 1166 St. Paul Street and 1150, 1156, 1160, 1166 & 1170 Richter Street**

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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, 7, 8, 9, 10, 11 and 12, District Lot 139, ODYD, Plan 1021 located on Clement Avenue, Lots 2, 3, 4, 5 and 6, District Lot 139, ODYD, Plan 1021 located on Richter Street; and Lots A and B, District Lot 139, ODYD, Plan KAP63401 located on St. Paul Street, Kelowna, B.C., from the I2 - General Industrial and I4 - Central Industrial zone to the P1 - Major Institutional 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 27<sup>th</sup> day of May, 2014.

Read a second and third time by the Municipal Council this 27<sup>th</sup> day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 10959**  
**Z14-0005 - Heritage Log Structures Inc., Inc.No. BC0750582**  
**669 McClure Road**

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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 2, District Lot 357, ODYD, Plan 24825 located on McClure Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot 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 5<sup>th</sup> day of May, 2014.

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this 27<sup>th</sup> day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# Report to Council



**Date:** Wednesday, October 15, 2014

**File:** 0550-01

**To:** Council

**From:** Ron Mattiussi, City Manager

**Subject:** Moving opportunities forward: 2012-2014 Council priorities update

Report Prepared by: Summer Effray, Marketing & Communications Advisor

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## **Recommendation:**

That Council receives, for information, the Moving opportunities forward: 2012-2014 Council priorities update from the City Manager, dated Oct. 15, 2014.

## **Purpose:**

To provide Council with an update with respect to the 2012-2014 Council Priorities.

## **Background:**

In 2012, Council set out a framework for the establishment of service and project initiatives. The first phase represents areas of focus for Council's term, through 2014. Much of the effort in this term focused on building on momentum created through previous Councils, completing progressive and well-considered plans for the future and beginning the process of establishing the foundation for major projects to be completed in future years.

The attached presentation looks at the progress made on the priorities that Council set back in 2012 and some new items added along the way.

A one-page summary of this report card will be available at [kelowna.ca/council](http://kelowna.ca/council).

## **Internal Circulation:**

Communications & Information Services Divisional Director  
Community Planning & Real Estate Divisional Director

## **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:

R.L. (Ron) Mattiussi, MCIP  
City Manager

# Moving opportunities forward 2012-2014 Council priorities update

## City Council

The City of Kelowna is governed by an elected Council comprised of a Mayor and eight Councillors. Councillors are elected for four-year terms (as of 2014) and each member represents the city at large.



## Moving Opportunities Forward

- ▶ Grow our economy
- ▶ Enhance citizens' quality of life
- ▶ Focus on results
- ▶ Deliver on our plan
- ▶ Proactive & pragmatic leadership

**Kelowna City Council**  
City Hall  
1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250-469-8500  
mayorandcouncil@kelowna.ca  
**kelowna.ca**

## Strategic priorities

In 2012, Council set out a framework for the establishment of service and project initiatives. The first phase represents areas of focus for Council's term, through 2014. Much of the effort in this term focused on building on momentum created through previous Councils, completing progressive and well-considered plans for the future and beginning the process of establishing the foundation for major projects to be completed in future years.

## 2012-2014 priority items report card

Item	Progress
Mobile Service Requests	Complete
Pandosy Waterfront Plan	Complete
Technology Centre	Complete
Waterfront development	Significant
Increased focus on economic development activities	Significant
Rutland Town Centre revitalization (Our Rutland)	Significant
New park strategy	In progress
Tourism Centre	In progress
One stop community services	Preliminary

### Rating Scale

Complete	In progress
Significant progress	Preliminary progress

## New 2014 priority projects

Bernard Avenue Revitalization	Complete
John Hindle Drive design	Complete
Phase 1 of Gordon Drive Frequent Transit Network	Complete
Downtown Interior Health Authority building	Complete
City-wide Parking Management Strategy	Complete
Police Services Building project	Significant
Protect the Canadian National Railway corridor	Significant
Central Green land sale	Significant
Cycling & Pedestrian Master Plan - public consultation	In progress

## Setting the foundation for 2015 & beyond

New major hotel downtown secured	Complete
Provincial commitment for second bridge crossing	In progress

MOVING OPPORTUNITIES FORWARD:  
2012-2014 COUNCIL PRIORITIES UPDATE



## 2012-2014 PRIORITY ITEMS

1. Waterfront development ☒
2. Tourism Centre ☒
3. Increased focus on economic development activities ☒
4. Pandosy Waterfront Plan ☒
5. Mobile Service Requests ☒
6. New Park Strategy ☒
7. One stop community services ☐
8. Rutland Town Centre revitalization ☒
9. Technology centre ☒

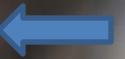


# Downtown marina & pier

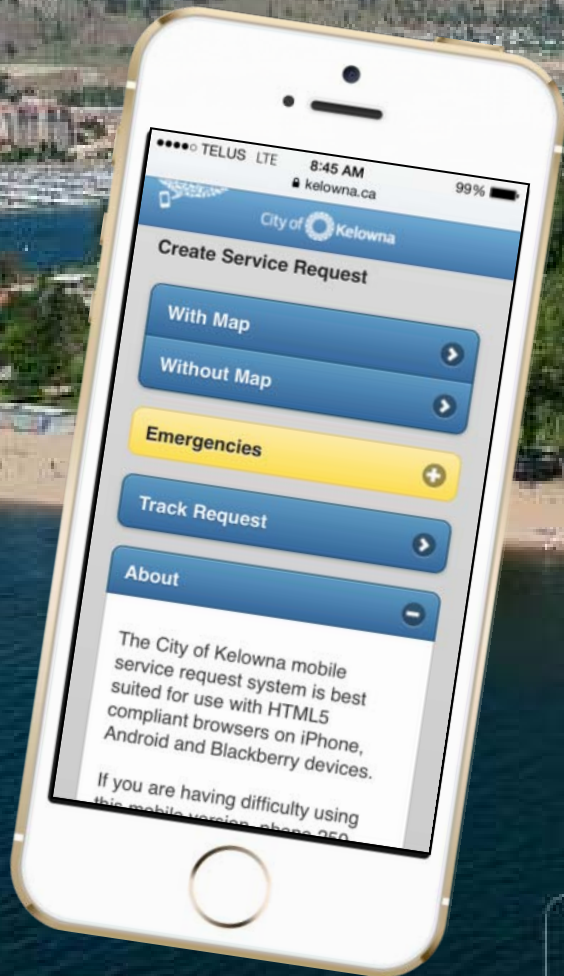




Economic focus



# Mobile Service Requests





# Innovation centre





## 2014 PRIORITIES

- ▶ Bernard Avenue revitalization ▶
- ▶ John Hindle Drive
- ▶ Police Services building project ▶
- ▶ CN Railway ▶
- ▶ Interior Health Authority downtown
- ▶ Central Green
- ▶ Gordon Drive Frequent Transit Network ▶
- ▶ Expand cycling & pedestrian networks ▶





# Bernard Avenue revitalization





# Police Services building





# CN Railway





# Frequent transit network



Expand cycling & pedestrian networks





## 2015 & BEYOND

- ▶ New major hotel
- ▶ Second crossing



THANK YOU

# Report to Council



**Date:** October 6, 2014  
**File:** 1340-01  
**To:** City Manager  
**From:** Ian Wilson, Park Services Manager and  
Terry Barton, Park and Building Planning Manager  
**Subject:** 2014-10-20 Report - Dehart Park dog access

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## **Recommendation:**

THAT Council receives for information the report from the Park Services Manager and the Park and Building Planning Manager, dated October 6, 2014 regarding dog access at Dehart Park;

AND THAT Council directs staff to bring forward updates to Bylaw No. 10680, the "Parks and Public Spaces Bylaw" to designate Dehart Park as a dog on-leash park and install temporary fencing around the community garden.

## **Purpose:**

To seek Council's approval to allow dogs on-leash at Dehart Park.

## **Background:**

Following is a brief history of the Dehart Park site:

- In 2009, the City completed assembling 3.6 ha of land for the future Dehart park;
- A Concept Design and public consultation process was conducted in 2010 that allowed for community input on the future design of the park. Based on this public consultation process the site was envisioned to be designated for dog on-leash when developed;
- In 2011, Infrastructure Planning staff brought a report to Council for information, regarding the feasibility of making a portion of the site a temporary dog off-leash park. The staff analysis concluded that there was a sufficient number of off-leash dog areas in the City overall to serve the population, but that residents prefer ones in close proximity, rather than on the perimeter of the City. Specifically in the Mission neighbourhood, there are two existing off-leash dog areas (e.g. Cedar Creek Beach Park and Mission Recreation Park). Council received the report for information, and did not direct staff to construct an off-leash park;



- In 2013, a temporary community garden was built in partnership with the Central Okanagan Community Gardening Society. The garden will likely be re-located on-site when the park is constructed;
- In Spring of 2014, a residential house was demolished at 649 Dehart Road leaving a vacant lot as part of the park; and
- In the current capital plan, full construction of the park is not planned to occur until after 2020, although smaller more incremental projects may be possible.

Some residents have used the undeveloped park site as a dog on- or off-leash park, which has resulted in complaints from the community gardening group. A formal designation and updated regulatory signage would help clarify appropriate use of the park.

Some of the advantages of designating the site as a designated dog on-leash park include:

- May help to animate the site year-round and reduce possible unwanted activities; and
- Would provide additional opportunities for citizens to walk dogs on-leash in the adjacent neighbourhood. The nearest dog on-leash parks are Mission Ridge Park (about 800m walking distance) or Mission Recreation Park (1.1 km away).

Some disadvantages of this approach include:

- Because the site is enclosed by a 5' chain link fence, it seems likely that despite an official on-leash dog designation, dog owners will continue to let their dogs run loose, which may lead to more complaints and raise expectations that there will be a permanent dog off-leash park in future;
- The site is somewhat rough, and it has never been graded or prepared for dog walkers or for general public access;
- Complaints from community gardeners will continue unless the gardening site is temporarily fenced; and
- Higher levels of public use tend to lead to higher operations and maintenance costs for the park (e.g. litter, garbage, rough mowing, parking management, port-a-potty, et cetera).

At this time, staff recommend the following:

- Update the Parks bylaw to include this site as a designated dog on-leash park;
- Install a temporary fence around the community garden to keep dogs out; The City will supply fencing material and will seek a partnership with the community gardening group to install the fencing.
- Install appropriate signage which makes it clear that the site is a dog "on-leash" park and that dogs off-leash are prohibited; and
- Continue to monitor the site with the help of RDCO bylaw for compliance issues.

While there is no additional funding for enhancements to the park at this time, if funds became available, the site could be further improved by removing the existing chain link fence and replacing it with some curb barriers so that the site is more open and does not appear to be an "off-leash" park. Gravel could also be added to create a clear trail for walkers.

**Internal Circulation:**

Lisa Houle, Communications Advisor

**Legal/Statutory Authority:**

*Community Charter*

**Considerations not applicable to this report:**

External Agency/Public Comments:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

Communications Comments:

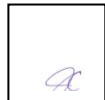
Alternate Recommendation:

Submitted by:



I. Wilson, Park Services Manager

Approved for inclusion:



Joe Creron, Divisional Director, Civic Operations

# Report to Council



**Date:** October 20, 2014  
**Rim No.** 1140-50  
**To:** City Manager  
**From:** Johannes Säufferer, Manager, Property Management  
**Subject:** 2014-10-20 REPORT - 2292 Speer Street Lease

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## **Recommendation:**

THAT Council approve the City entering into a one (1) year commercial lease with the Interior Health Authority ("IHA"), with the option to renew for three additional 1-year terms, in the form attached as Schedule A to the Report of the Manager, Property Management, dated October 20, 2014;

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

## **Purpose:**

That Council approve a one-year lease agreement with IHA for the City-owned property at 2292 Speer Street.

## **Background:**

In 2012, the City purchased 558 and 578 Rose Avenue to allow for the future widening of Rose Avenue. Following the acquisition of these two properties, the improvements were demolished and lot lines were adjusted to create the now vacant lots at 2284 and 2292 Speer Street (see attached Schedule B).

While 2284 Speer Street has been sold to IHA, 2292 Speer Street was retained by the City to allow for the future road improvements to Rose Avenue. Given that the Rose Avenue re-alignment is still a number of years away, IHA would like to lease the City-owned lands and use them in conjunction with their property at 2284 Speer Street on an interim basis.

In July 2014, Council granted a Temporary Use Permit ("TUP") to IHA for 2284 and 2292 Speer Street (see Schedule C), with the purpose of allowing "the vacant residential properties to be used for Contractor Services, General, in support of Kelowna General Hospital Construction projects". Accordingly, the lease agreement with IHA permits yard storage and construction parking, as allowed by the TUP. Should the TUP for the lands no longer be required, it is anticipated that the lease area would be used by IHA to facilitate their parking management strategy in the vicinity of Kelowna General Hospital.

**Legal/Statutory Authority:**

Community Charter, Sec. 26 - Disposal of Municipal Property

**Legal/Statutory Procedural Requirements:**

Community Charter, Sec. 94 - Notice Requirements

**Internal Circulation:**

Manager, Parking Services  
Manager, Urban Planning  
Manager, Transportation & Mobility

**Considerations not applicable to this report:**

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

**Submitted by:** Johannes Säufferer, Manager, Property Management

**Approved for inclusion:** Derek Edstrom, Director, Real Estate & Building Services

**Attachments:** Schedule A - Lease Agreement  
Schedule B - Site Plan  
Schedule C - Temporary Use Permit

**cc:** D. Duncan, Manager, Parking Services  
R. Smith, Manager, Urban Planning  
M. Hasan, Manager, Transportation & Mobility

DOCUMENT APPROVAL			
Facility Lease			
Cir.	Dept.	Date	Int.
	RE&BS		

BETWEEN:

The City of Kelowna, a municipal corporation having  
offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the “Landlord”)

OF THE FIRST PART

AND:

Interior Health Authority  
200 - 1815 Kirschner Road  
Kelowna, British Columbia V1Y 4N7

(the “Tenant”)

OF THE SECOND PART



## TABLE OF CONTENTS

1. Basic Terms, Schedules and Definitions
2. Premises
3. Term
4. Rent
5. Tenant's Covenants
6. Landlord's Covenants
7. Repair, Damage and Destruction
8. Taxes and Other Costs
9. Utilities and Additional Services
10. Licenses, Assignments and Subletting
11. Fixtures and Improvements
12. Insurance and Liability
13. Environmental Matters
14. Subordination, Attornment, Registration, and Certificates
15. Occurrence of Default
16. Tenant's Default, Remedies of Landlord and Surrender
17. Miscellaneous

THIS LEASE, dated the 1<sup>st</sup> day of August, 2014, is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

## 1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

### Basic Terms:

- |     |                                     |   |
|-----|-------------------------------------|---|
| (a) | Landlord:<br>Address of Landlord:   | CITY OF KELOWNA<br>City Hall, 1435 Water Street<br>Kelowna, B.C. V1Y 1J4                            |
| (b) | Tenant:<br>Address of Tenant:       | Interior Health Authority<br>200 - 1815 Kirschner Road<br>Kelowna, B.C. V1Y 4N7                     |
| (c) | Premises:                           | 2292 Speer Street<br>Lot B Plan EPP28861<br>See Survey Plan attached as Schedule A                  |
| (d) | License Area:                       | N/A   |
| (e) | Initial Term:<br>Commencement Date: | One (1) Year<br>August 1, 2014  |
| (f) | Renewal Term (if any):              | Three One (1) Year terms  |
| (g) | Annual Base Rent:                   | \$6,000.00/annum (\$500.00/mo.)   |
| (h) | Permitted Use:                      | Yard Storage and construction parking,<br>as permitted by a valid Temporary Use<br>Permit or zoning |

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

### 1.2 Schedules

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

SCHEDULE	SUBJECT
A	Site Plan of Premises
B	Definitions
C	Landlord & Tenant Responsibility Checklist

### 1.3 Definitions

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

## **2. PREMISES**

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

## **3. TERM**

The Term of this Lease, and the related License, shall be for the initial term of One (1) year, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

### **3.1 Option to Renew**

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 2 months prior to the expiration of the initial Term of One (1) year or the expiration of any renewal term; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial Term of One (1) year and any renewal term observed and performed the covenants and conditions herein contained

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal of the Premises for a one-year basis upon the same terms and conditions as are herein contained, except for the renewal conditions.

## **4. RENT**

### **4.1 Rent**

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

- (a) Annual Base Rent

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

(b) Additional Rent

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

4.2 Payment of Rent

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

(a) Annual Base Rent

The Annual Base Rent shall be paid in annual lump-sum payments, in the amounts set out in sub-clause 1.1(g), on the Commencement Date.

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

(c) Payment Format

The Tenant agrees to pay the Annual Base rent via Post-Dated Cheques for the Initial Term.

4.3 Rent for Irregular Periods

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

4.4 Waiver of Offset

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

4.5 Application of Payments



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

#### 4.6 Net Lease

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

#### 4.7 Interest on Overdue Rent

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

### 5. TENANT'S COVENANTS

#### 5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

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

(b) Occupancy and Permitted Use

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

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

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

(e) Cleanliness

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

(f) Compliance with Laws

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

(g) Installations

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

(h) Overholding

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

(i) Signs



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

(j) Inspection and Access

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

**6. LANDLORD'S COVENANTS**

**6.1 Landlord's Covenants**

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

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

**7. REPAIR, DAMAGE, AND DESTRUCTION**

**7.1 Landlord's Repairs**

The Landlord covenants with the Tenant that the property is in a reasonable state of repair.

**7.2 Tenant's Repairs**

The Tenant covenants with the Landlord:

- (a) subject to sub-clause 7.1 and 7.3(b) to keep in a good and reasonable state of repair subject to reasonable wear and tear, the Premises including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls;

- (b) that the Landlord may enter and view the state of repair (without having any obligation to do so), and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Premises and License Area in a good and reasonable state of repair, allowing for reasonable wear and tear.

### 7.3 Abatement and Termination

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

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

of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

#### 7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

### 8. TAXES AND OTHER COSTS

#### 8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

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

#### 8.2 Goods and Services Tax

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

### 9. UTILITIES AND ADDITIONAL SERVICES

#### 9.1 Utilities



The Tenant shall be responsible for all aspects of, including payment of costs related to, utilities and services of whatever nature or kind required in connection with the Premises and the conduct by the Tenant of the Tenant's business as described herein including without limitation, water, telephone, sewer, hydro, power, heating, air conditioning, garbage disposal, snow clearing, and general maintenance of the Premises. The tenant shall be responsible for obtaining and maintaining a gas operating permit, if necessary. The tenant shall be responsible for obtaining and maintaining an electrical operating permit, if necessary. The tenant is responsible for informing the Property Manager of the permits and who the Field Safety Representative is.

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

### **10.1 General**

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises, to another party without the written consent of the Landlord, such consent not to be unreasonably withheld. Unless the Landlord has consented to such sub-tenancy, assignment or transfer in accordance with this Article 9, the acceptance of any Rent or the performance of any obligation hereunder by any person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of the Tenant.

### **10.2 Licenses, Franchises, and Concessions**

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

### **10.3 Assignment and Subletting**

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

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



#### 10.4 Request for Consent

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

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

#### 10.5 If Landlord Terminates

If the Landlord terminates this Lease with respect to all or a portion of the Premises, such termination shall be effective on the date stipulated in the notice of termination which shall not be less than 60 days or more than 90 days following the giving of such notice, and the Tenant shall surrender the whole or part, as the case may be, of the Premises in accordance with such notice, and Rent shall be apportioned and paid to the date of surrender and, if a part only of the Premises is surrendered, Rent payable under clause 4.1 shall thereafter abate proportionately.

#### 10.6 If Landlord Consents

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

contained. Any consent by the Landlord to any assignment or subletting shall not constitute a waiver of the requirement for consent by the Landlord to any subsequent assignment or subletting by either the Tenant or any assignee or sub-tenant.

#### 10.7 Landlord Not to Unreasonably Withhold Consent

If the Tenant complies with clauses 9.3 and 9.4 and the Landlord does not exercise an option provided to the Landlord under clause 9.4, then the Landlord's consent to a proposed assignment or sublet shall not be unreasonably withheld. The Tenant acknowledges that the Landlord shall not be liable to the Tenant in damages, where, in giving good faith consideration to any request of the Tenant hereunder, it withholds its consent to a proposed assignment or sublease.

#### 10.8 Terms of Consent

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

- (a) no assignment or sub-lease shall be valid and no assignee or sub-tenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sub-lease has been delivered to the Landlord; and
- (b) all "Excess Rent", as hereinafter defined, derived from such assignment or sub-lease shall be payable to the Landlord. The Excess Rent shall be deemed to be and shall be paid by the Tenant to the Landlord as Rent. The Tenant shall pay the Excess Rent to the Landlord immediately as and when such Excess Rent is receivable by the Tenant.
- (c) the Tenant shall pay a minimum \$500.00 fee to the Landlord in respect of a request for Assignment.

As used herein, "Excess Rent" means the amount by which the total money and other economic consideration to be paid by the assignee or sub-tenant as a result of an assignment or sub-lease, whether denominated as Rent or otherwise, exceeds, in the aggregate, the total amount of Annual Base Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease, pro-rated for the portion of the Premises being assigned or sublet, less the reasonable costs paid by the Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sub-lease by the Tenant at the Tenant's sole cost and expense for the specific assignee or sub-tenant in question, reasonable leasing costs (such as brokers' commissions and the fees payable to the Landlord under clause 10.1) paid by the Tenant in connection with such assignment or sub-lease, and the amount of Annual Base Rent and Additional Rent the Tenant is obligated to pay the Landlord under this Lease, pro-rated for the portion of the Premises being assigned or sublet that is not occupied or used by the Tenant, until the date of such assignment or sub-lease. In determining the amounts to be deducted from Excess



Rent in each monthly payment period in respect of the Tenant's costs of assigning or sub-leasing, such costs shall be amortized without interest over the Term (in the case of an assignment) or Term of the sub-lease (in the case of a sub-lease) on a straight line basis.

## **11. FIXTURES AND IMPROVEMENTS**

### **11.1 Installation of Fixtures and Improvements**

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

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

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

### **11.3 Discharge of Liens and Encumbrances**

If and when any builders' or other lien for work, labour, service, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of

action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 14.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 14.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

#### 11.4 Removal of Fixtures and Improvements

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

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

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

#### 11.5 Alterations by Landlord

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

### 12. INSURANCE AND LIABILITY



### 12.1 Landlord's Insurance

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

### 12.2 Tenant's Insurance

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

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

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

- (c) tenant's fire legal liability insurance in an amount not less than the actual cash value of the Premises; and
- (d) insurance upon all plate glass in or which forms a boundary of the Premises in an amount sufficient to replace all such glass; and

- (e) motor vehicle insurance for all motor vehicles used by the Tenant in the conduct of its business shall have a minimum public liability and third party property damage insurance coverage of at least \$2,000,000.

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

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

### 12.3 Limitation of Landlord's Liability

The Tenant agrees that:

- (a) the Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises, and, without limiting the generality of the foregoing, in no event shall the Landlord be liable:
  - (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, sub-surface, or other part or parts of the Premises of property, or from the streets, lanes, and other properties adjacent thereto;
  - (ii) for any damage, injury, or death caused by anything done or omitted by the Tenant or any of its servants or agents or by any other person;
  - (iii) for the non-observance or the violation of any provision of any of the rules and regulations of the Landlord in effect from time to time or of any lease by another tenant or premises in



the same building or on the same property or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;

- (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by it to perform janitorial services, security services, supervision, or any other work in or about the Premises or the property;
- (v) for failure to do anything required to be done by the Landlord.
- (b) The Tenant releases and discharges the Landlord from any and all action, causes of action, claims, damages, demands, expenses, and liabilities which the Tenant now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under sub-clause 11.3(a), notwithstanding that negligence or other conduct of the Landlord or anyone for whose conduct the Landlord is responsible may have caused or contributed to such matter.

#### 12.4 Indemnity of Landlord

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

### 13. ENVIRONMENTAL MATTERS

- (a) Definitions. For the purposes of this Section and Agreement, the following terms shall have the following meanings:
  - (i) **"Contaminants"** means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
  - (ii) **"Environment"** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);

- (iii) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and
  - (iv) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.
- (b) Tenant's Representations and Warranties. The Tenant represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:
- (i) except as disclosed to the City in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and
  - (ii) except as disclosed to and approved in writing by the City, the Tenant's business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

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

- (c) Condition of Premises. The Tenant acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Tenant under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Premises under this Agreement, the Tenant has performed such investigations of the Premises as it considered appropriate and is satisfied as to their environmental condition.
- (d) Use of Contaminants. The Tenant shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the City, which consent may be unreasonably and arbitrarily withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Premises, or any adjacent property to become a contaminated site under Environmental Laws.



- (e) Compliance with Environmental Laws. The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.
- (f) Evidence of Compliance. The Tenant shall promptly provide to the City a copy of any environmental site investigation, assessment, audit or report relating to the Premises conducted by or for the Tenant at any time before, during or after the Term (or any renewal thereof). The Tenant shall, at its own cost at the City's request from time to time, obtain from an independent environmental consultant approved by the City an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the City and shall include any additional investigations that the environmental consultant may recommend. The Tenant shall, at the City's request from time to time, provide the City with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the City.
- (g) Confidentiality of Environmental Reports. The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders on a need to know basis or with the prior written consent of the City, which consent may be unreasonably withheld.
- (h) Records. The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be reviewed by the City at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.
- (i) Access by City. Without relieving the Tenant of any of its obligations under this Agreement, the Tenant shall, at such reasonable times as the City requires, permit the City to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental investigations, to remove samples from the Premises, to examine and make copies of any documents or records relating to the Premises, to interview the Tenant's employees and to take such steps as the City deems necessary for the safety and preservation of the Premises.
- (j) Authorizations. The Tenant shall promptly provide to the City on request such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Tenant's compliance with Environmental Laws.
- (k) Notices. The Tenant shall promptly notify the City in writing of:

- (i) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the City or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;
- (ii) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and
- (iii) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.

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

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



- (m) Ownership of Contaminants. Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the City, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.
- (n) Indemnity. The Tenant shall indemnify and save harmless the City and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or asserted against the City or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:
- (i) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or
  - (ii) any Release or alleged Release of any contaminants at or from the Premises into the Environment,
- related to or as a result of the use and occupation of the Premises by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any person for whom it is in law responsible.
- (o) Survival of Tenant's Obligations. The obligations of the Tenant under this Section (including, without limitation, the Tenant's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Agreement.

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

### 14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

- (a) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or purchasers, or to



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

(b) Registration

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

(c) Certificates

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

(d) Assignment by Landlord

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

## 15. OCCURRENCE OF DEFAULT

### 15.1 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in

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

#### 15.2 No Admission

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

#### 15.3 Part Payment

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

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

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

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

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

any provision of this Lease as in the case of non-payment of Rent;  
and

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

## 16.2 Remedies Cumulative

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

## 16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- (a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or
- (b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations or other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or
- (c) if without the written consent of the Landlord the Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted sub-tenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or



- (f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Premises from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Tenant or any assignee, sub-tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- (h) if the Landlord shall have become entitled to Terminate this Lease or to re-enter the Premises under any provision hereof;

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

#### 16.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the Premises notice in writing of such termination. Thereupon, this Lease and the term shall terminate, and the Tenant shall immediately deliver up possession of the Premises and License Area to the Landlord in accordance with clause 14.9.

#### 16.5 Right of Termination - No Default

In the event that the Landlord requires the use of the Premises for whatever reason, the Landlord shall have the right to terminate this Lease after giving the Tenant Sixty (60) days notice of the Landlord's intention to terminate.

Subject to the provisions of Clause 3.1, in the event that the Tenant wishes to vacate the Premises for whatever reason, the Tenant shall have the right to terminate this Lease after giving the Landlord Ninety (90) days notice of the Tenant's intention to terminate.

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

If the Landlord re-enters the Premises and License Area or if this Lease is terminated by reason of any event set out in clause 14.3 or 14.5, then without prejudice to the Landlord's other rights and remedies:

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

#### 16.7 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any other fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner or lessee of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlords' consent, repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

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



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

#### 16.9 Surrender on Termination

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease to repair the Premises, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.3, and subject to reasonable wear and tear. At the same time the Tenant shall surrender to the Landlord at the place then fixed for the payment of Rent all keys and other devices which provide access to the Premises, or any part thereof and shall inform the Landlord of all combinations to locks, safes, and vaults, if any, in the Premises.

### 17. MISCELLANEOUS

#### 17.1 Notices

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

#### 17.2 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease, the Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been



executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant, and no verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

### 17.3 Time of Essence

Time shall be of the essence in this Lease.

### 17.4 Enurement

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

### 17.5 References to Tenant

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

### 17.6 Frustration

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

### 17.7 Waiver

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

inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

#### 17.8 Governing Law and Severability

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

#### 17.9 Captions

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

#### 17.10 Acceptance

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

#### 17.11 Deposit

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

#### 17.12 Expropriation

If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may at its option give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such

termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and all its interest therein, Rent shall abate and be apportioned to the date of termination, the Tenant shall forthwith pay to the Landlord the apportioned Rent and all other amounts which may be due to the Landlord up to the date of termination, and clause 14.8 shall apply. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award to the Tenant, the Landlord shall account therefore to the Tenant. In this clause the word "expropriation" shall include a sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

#### 17.13 Statutory Functions


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



IN WITNESS WHEREOF the parties have executed this Lease.

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

THE CITY OF KELOWNA	)	
by its authorized signatories:	)	
	)	Witness
_____	)	
Mayor	)	
	)	Address
_____	)	
City Clerk	)	
	)	Occupation

Interior Health Authority	)	
by its authorized signatories:	)	
	)	Witness
_____	)	
	)	220-1815 KIRSCHNER RD.
	)	Address
Donna Lommer, CFO	)	EXECUTIVE ASSISTANT TO CFO.
	)	Occupation



**SCHEDULE B****DEFINITIONS**

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

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

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

“Basic Terms” means those terms set out in clause 1.1.

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

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

“Insured Damage” means that part of any damage occurring to any portion of the Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 11.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured.

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

“Leasehold Improvements” means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, whether by the Tenant, and the Landlord or anyone else, in the Premises, including all partitions however fixed (including movable partitions) and all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage, but excluding trade fixtures and unattached free-standing furniture and equipment.



“Premises” means that parcel of land with the civic address 2292 Speer Street in the City of Kelowna, British Columbia, more particularly described as Lots B, Plan EPP28861.

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

“Rent” means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for Harmonized Sales Tax payable by the Tenant.

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

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

Tenant’s Share” means the proportion of Taxes attributed to the Premises.

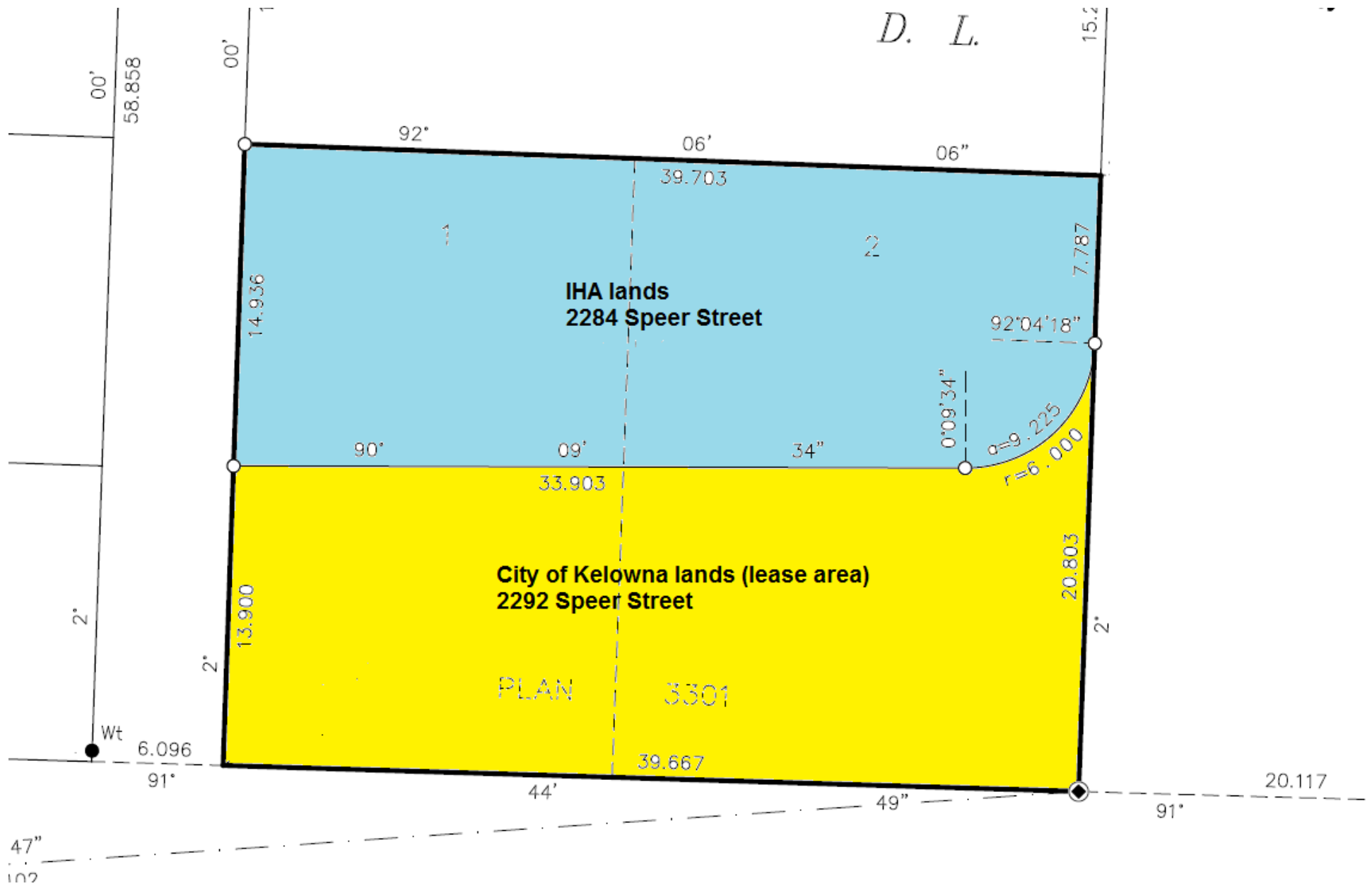
“Term” means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

Landlord & Tenant Responsibility Checklist		City, Cost borne by the City	City, Cost borne by the Tenant	Cost borne by the tenant	Does not apply
Boiler operating permits					X
Electrical field safety representative					X
Electrical operating permit					X
Electrical system preventative maintenance (see appendix "B")					X
Electrical system repairs (liability limit)					X
Electrical/lights - lamp & tube replacement					X
Elevator equipment repairs (liability limit)					X
Elevator maintenance contract					X
Elevator operating permits					X
Emergency lighting testing & repairs					X
Exterior doors, windows, facades, utilities, parking lots, lighting etc.					X
Fire alarm system repairs (liability limit)					X
Fire alarm system testing & inspection contracts					X
Fire extinguisher monthly & annual inspections					X
Fire safety plan and fire drills					X
Fire sprinkler system repairs (liability limit)					X
Fire sprinkler system testing and inspection contracts					X
Furnishings (maintain & replace)					X
Garbage removal					X
HVAC preventative maintenance (see appendix "A")					X
HVAC repairs (liability limit)					X
Insurance - automotive				X	
Insurance - liability				X	
Insurance - property, building				X	
Insurance - tenant owned furnishings & fixtures				X	
Insurance - tenant owned operation equipment, computers, & furnishings				X	
Interior walls, flooring, doors, ceilings, lighting, plumbing fixtures etc.					X
Internet					X
Janitorial services & supplies					X
Kitchen Exhaust Hood preventative maintenance (See appendix "E")					X
Kitchen Exhaust Hood repairs (liability Limit)					X
Kitchen Hood Fire suppression system preventative maintenance (See appendix "E")					X
Kitchen Hood Fire suppression repairs (Liability Limit)					X
Kitchen Hood Fire suppression testing					X
Landscape maintenance				X	
Licences & permits				X	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.				X	

Pest control			X	
Plumbing system preventative maintenance (see appendix "C")				X
Plumbing system repairs (liability limit)				X
Recycling program			X	
Roof inspection & maintenance (see appendix "D")				X
Roof repairs (liability limit)				X
Security system				X
Signage			X	
Snow removal			X	
Taxes			X	
Telephone			X	
Tenant improvements			X	
Tenant improvements - Maintenance			X	
Tree removal				X
Utilities - electricity			X	
Utilities - natural gas			X	
Utilities - propane			X	
Utilities - water, sewer			X	
Vandalism (exterior) (liability limit)			X	
Vandalism (interior) (liability limit)				X
Window Cleaning (exterior)				X
Window Cleaning (interior)				X

Document Revision History:			
Revision	Description	Revised by	Date





# REPORT TO COUNCIL



**Date:** July 29, 2014

**RIM No.** 0940-43

**To:** City Manager

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

**Application:** TUP14-0003

**Owner:** Interior Health/  
City of Kelowna

**Address:** 2284/2292 Speer Street

**Applicant:** PCL Constructors West Coast  
Inc.

**Subject:** Temporary Use Permit

Existing OCP Designation: Health District (HD)

Existing Zone: RU6 - Two Dwelling Housing

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## 1.0 Recommendation

THAT Council authorize Temporary Use Permit No. TUP14-0003 to allow the use of the subject property for Contractor Service, General for Lots A and B, District Lot 14, ODYD, Plan EPP28861, located at 2284 and 2292 Speer Street, Kelowna, BC, for a two (2) year period commencing from July 29, 2014.

## 2.0 Purpose

To seek a Temporary Use Permit to allow the vacant residential properties to be used for Contractor Services, General in support of Kelowna General Hospital construction projects.

## 3.0 Urban Planning Department

Staff recommend that Council support this Temporary Use Permit Application. Kelowna General Hospital is major regional Health Care provider and the KGH campus has been in a near constant state of construction for the last 8 years. Changes to construction phasing have made it very difficult for PCL to maintain the onsite contractor services portion of their operation on the KGH site. Given the close proximity of the subject properties to the KGH precinct, PCL, Interior Health and the City have agreed that they may make a viable temporary alternative to an on-site location. Staff note that advantages of these sites include:

- The proposed Temporary Use is occurring on lands that are designated for Future Health District expansion.

- Interior Health Authority owns the property directly to the north of the subject properties.
- PCL have been proactive and cooperative with the City of Kelowna and Interior Health in their approach to managing construction operations and impacts.
- Short duration (2 years) of Temporary Use Permit gives staff and Council the assurance that the proposed use will not impact the area for an extended period of time.

## **4.0 Proposal**

### **4.1 Background**

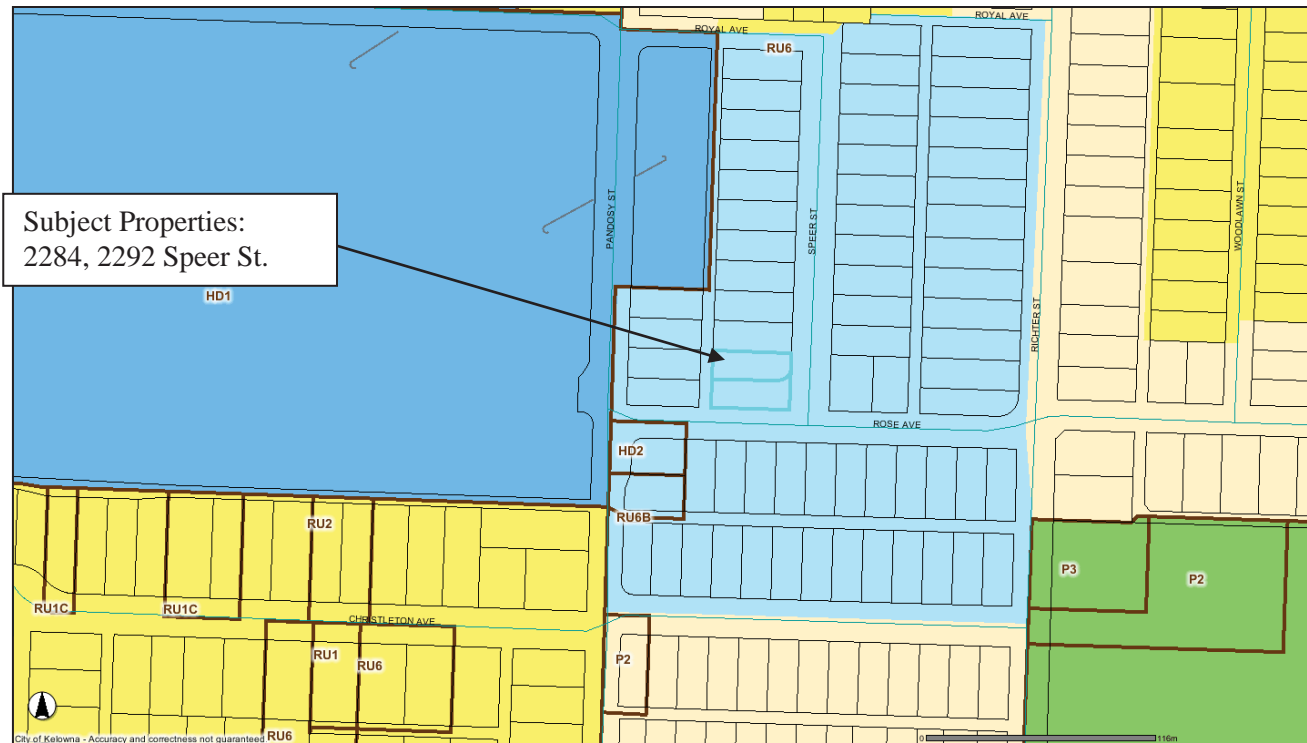
The southerly of the two subject properties (2292 Speer Street) was purchased by the City of Kelowna as part of a long term plan to re-align Rose Avenue to the north. The northerly of the two subject properties is owned by Interior Health (as well as several other properties to the north). Interior Health has proposed to lease the City's property at 2292 Speer until the eventual road construction occurs. At that time, they will likely purchase any remaining land from the City to consolidate with their land holdings.

The subject properties are currently zoned RU6 – Two Dwelling Housing. Interior Health is seeking to sublease both properties to PCL Constructors who are currently constructing the new Interior Heart and Surgical Centre on the Kelowna General Hospital Campus. Due to the complexities of construction staging and the absence of appropriate space on the KGH site, PCL is proposal to use the subject properties for construction staging/parking purposes (Contractor Services, General) for a period of approximately one year. The Temporary Use Permit will give PCL two years for temporary use of the property with an additional 3 year option should it be necessary (and supported by Council).

### **4.2 Site Context**

The subject properties are located on the southwest end of Speer Street, north of Rose Avenue. Both properties are within the area identified in Kelowna's Official Community Plan as the Health District.



**Subject Property Map:** 2284, 2292 Speer Street

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 - Two Dwelling Housing	Future Health District
East	RU6 - Two Dwelling Housing	Future Health District
South	RU6 - Two Dwelling Housing	Future Health District
West	RU6 - Two Dwelling Housing	Future Health District

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Chapter 4 - Future Land Use - Temporary Use Permits (TUP)

The temporary use designation is intended to apply to operations that are temporary in nature and the designation does not in itself permit specific uses on the designated sites. Within these areas, Council may, by resolution, issue a Temporary Use Permit and specify the conditions under which the temporary use be carried on. Upon the expiration of a Temporary Use Permit, the permitted uses revert to those outlined in the City of Kelowna Zoning Bylaw 8000.

The subject property has a future land use designation of Health District in the current Official Community Plan (OCP) and is currently zoned RU6. The property is within the Permanent Growth Boundary.

The application is for a Temporary Use Permit on the two properties to accommodate a construction site office during the remaining construction of the IHSC project at the KGH campus.

The OCP allows Temporary Use Permits within “the Permanent Growth Boundary (PGB) on all lands designated in OCP2030 Commercial, Education /Institutional, Industrial, Mixed Use or Public Service / Utility.” The OCP defines a Health District as “development that supports the operations of the Kelowna General Hospital or other health administration, health education, patient services or care facility operation. Other uses may include multiple unit residential uses consistent with the RM3, RM4 or RM5 zones of the Zoning Bylaw. Limited health and service related commercial uses as defined by the Zoning Bylaw may be supported.”

This application is therefore consistent with the OCP’s Temporary Use Permit. Also, since the application is for a TUP from July 2014 to September 2015, it also falls within the maximum three year time limit for TUP.

## **6.0 Technical Comments**

### **6.1 Building & Permitting Department**

Building Permit required for placement of construction trailers.

### **6.2 Fire Department**

No concerns.

## **7.0 Application Chronology**

Date of Application Received: May 27, 2014

Date of Public Consultation: To occur prior to Council consideration.

### **Report prepared by:**

\_\_\_\_\_  
R.Smith

### **Approved for Inclusion:**



Ryan Smith, Urban Planning Manager

### **Attachments:**

Subject Property Map

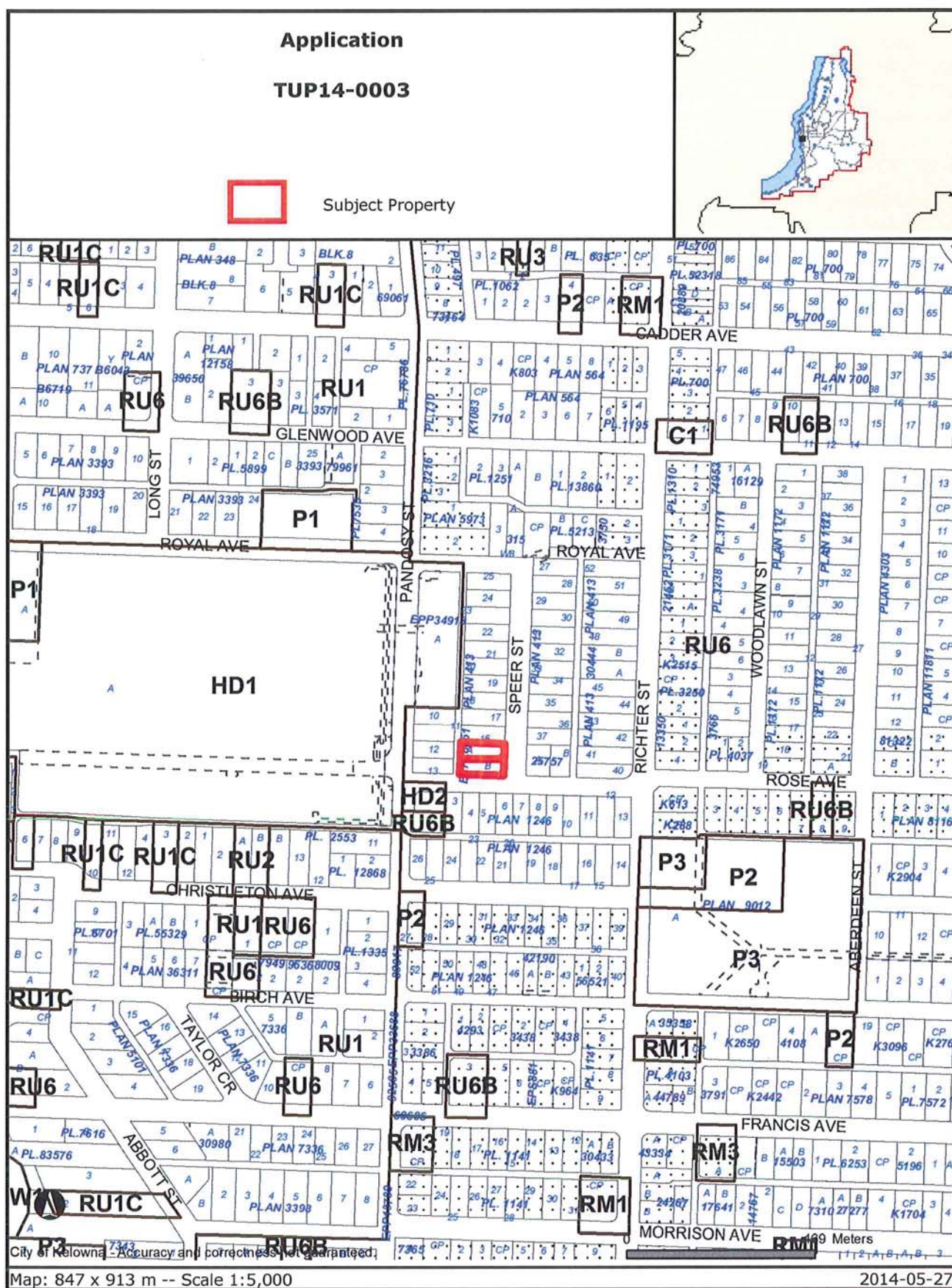
Rationale Letter

Site Plan

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.



**CONSTRUCTION LEADERS**

**SHARING YOUR VISION. BUILDING SUCCESS.**

May 9, 2014

VIA EMAIL

CITY OF KELOWNA  
Land Use Management  
1435 Water Street  
Kelowna, BC V1Y 1J4

Dear Sir/Madam:

**Re: INTERIOR HEART & SURGICAL CENTRE  
Application for a Temporary Use Permit  
Our File No.: 2700122**

PCL Constructors Westcoast Inc. ("PCL") is currently constructing the new Interior Heart & Surgical Centre ("IHSC") project at the Kelowna General Hospital ("KGH") campus for the Interior Health Authority. The space on the KGH campus is very limited and PCL has a large team coordinating and managing the construction. Due to the recent addition of the Peri-natal unit project on the fourth floor of the IHSC building the site logistics and schedule have changed. PCL's original plan of having site office on the construction site will no longer be feasible due to the fact that the Peri-natal addition will progress past the completion of the main building. As a result PCL is applying for this Temporary Use Permit for the properties noted on the attached Application Form to be utilized as the location for the temporary construction offices throughout the remaining duration of the construction of the project including the Peri-Natal unit. Per the Site Plan, PCL would be placing a temporary construction office complex on the property and utilizing a portion of the property for site staff parking. The properties have been fenced and will receive a layer of clean gravel. The fence would also be screened to maintain a neat and clean looking complex. This location provides the project team an office in close proximity to the construction site. PCL will maintain these properties during the use, as a clean and organized area, preventing an unsightly area in respect to the adjacent property owners and users. The temporary offices would be in place from July, 2014 to September, 2015.

Yours truly,

**PCL CONSTRUCTORS WESTCOAST INC.**

Shawn Carels  
Superintendent  
WRITER'S DIRECT LINE: 250-860-1387

SC/ps

Attachments

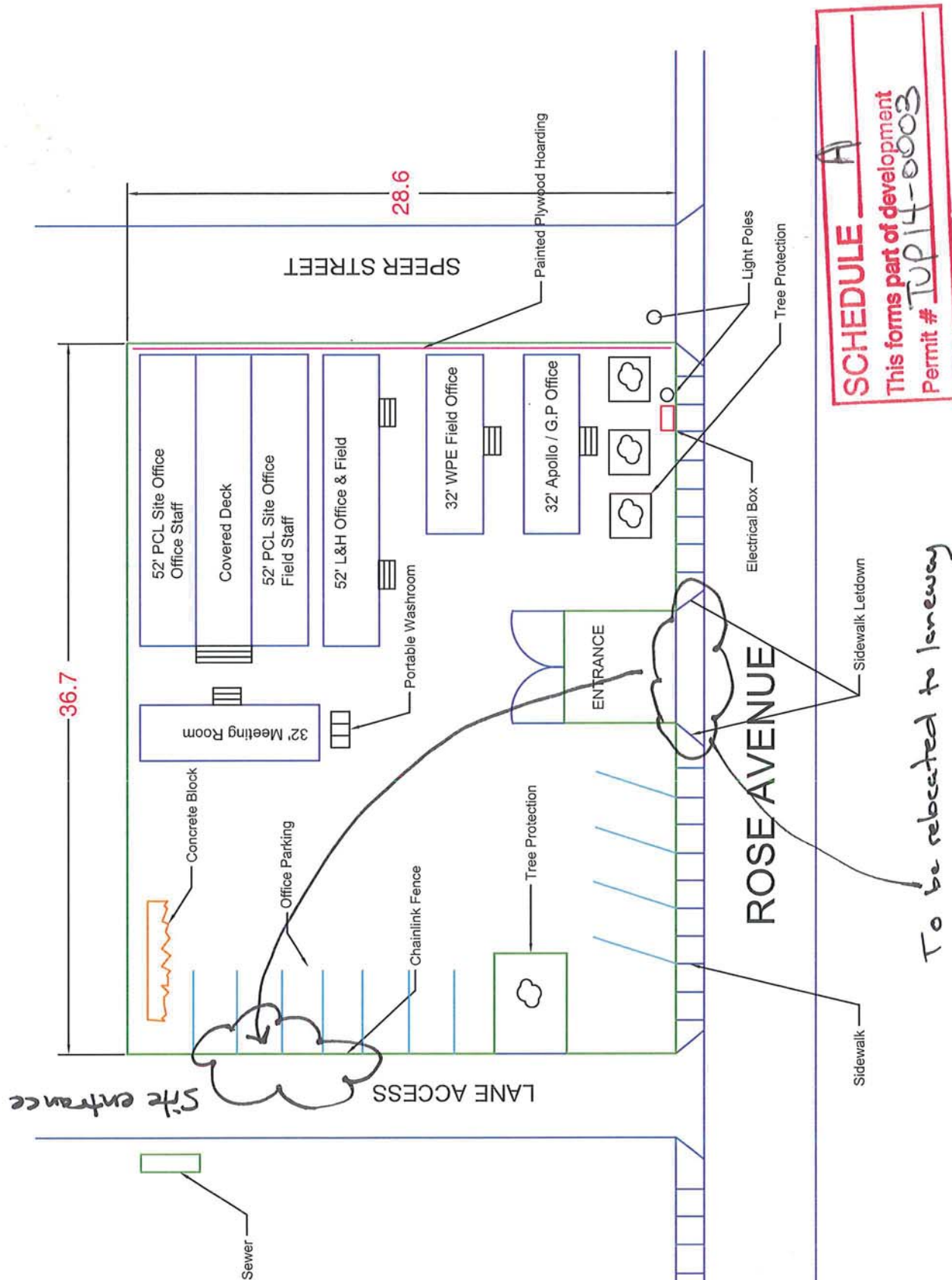
cc: Mr. David Fowler, Interior Health Authority (*via email: david.fowler@interiorhealth.ca*)

**PCL CONSTRUCTORS WESTCOAST INC.**

208 – 2365 Gordon Drive, Kelowna, BC V1W 3C2  
Telephone: (250) 868-8394 ♦ Fax: (250) 868-8396 ♦ Website: [www.pcl.com](http://www.pcl.com)







# PCL - IHSC Site Trailer Complex Proposal





05 09 2014





05 09 2014





05 09 2014





05 09 2014



# CITY OF KELOWNA

## APPROVED ISSUANCE OF A:

☐ Temporary Industrial Use Permit No. : TUP14-0003

EXISTING ZONING DESIGNATION: RU6 – TWO DWELLING HOUSING

WITHIN DEVELOPMENT PERMIT AREA: NOT APPLICABLE

ISSUED TO: PCL CONSTRUCTORS WESTCOAST INC.

LOCATION OF SUBJECT SITE: 2284 AND 2292 SPEER STREET

	LOT	SECTION	TOWNSHIP	PLAN	DISTRICT
LEGAL DESCRIPTION:	A AND B			EPP28861	O.D.Y.D.

### 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

#### 1. TERMS AND CONDITIONS:

THAT this Permit allows the use of the subject property for **Contractor Services, General.**

AND THAT this Permit will expire on July 29 , 2016.

#### 2. 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.**

#### 3. 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.

Should there be any change in ownership or legal description of the property, I undertake to notify the Community Planning and 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.

4. APPROVALS:

TEMPORARY USE PERMIT AUTHORIZED BY COUNCIL ON THE 29 DAY OF JULY, 2014.

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

\_\_\_\_\_  
Doug Gilchrist  
Divisional Director, Community Planning and Real Estate Department

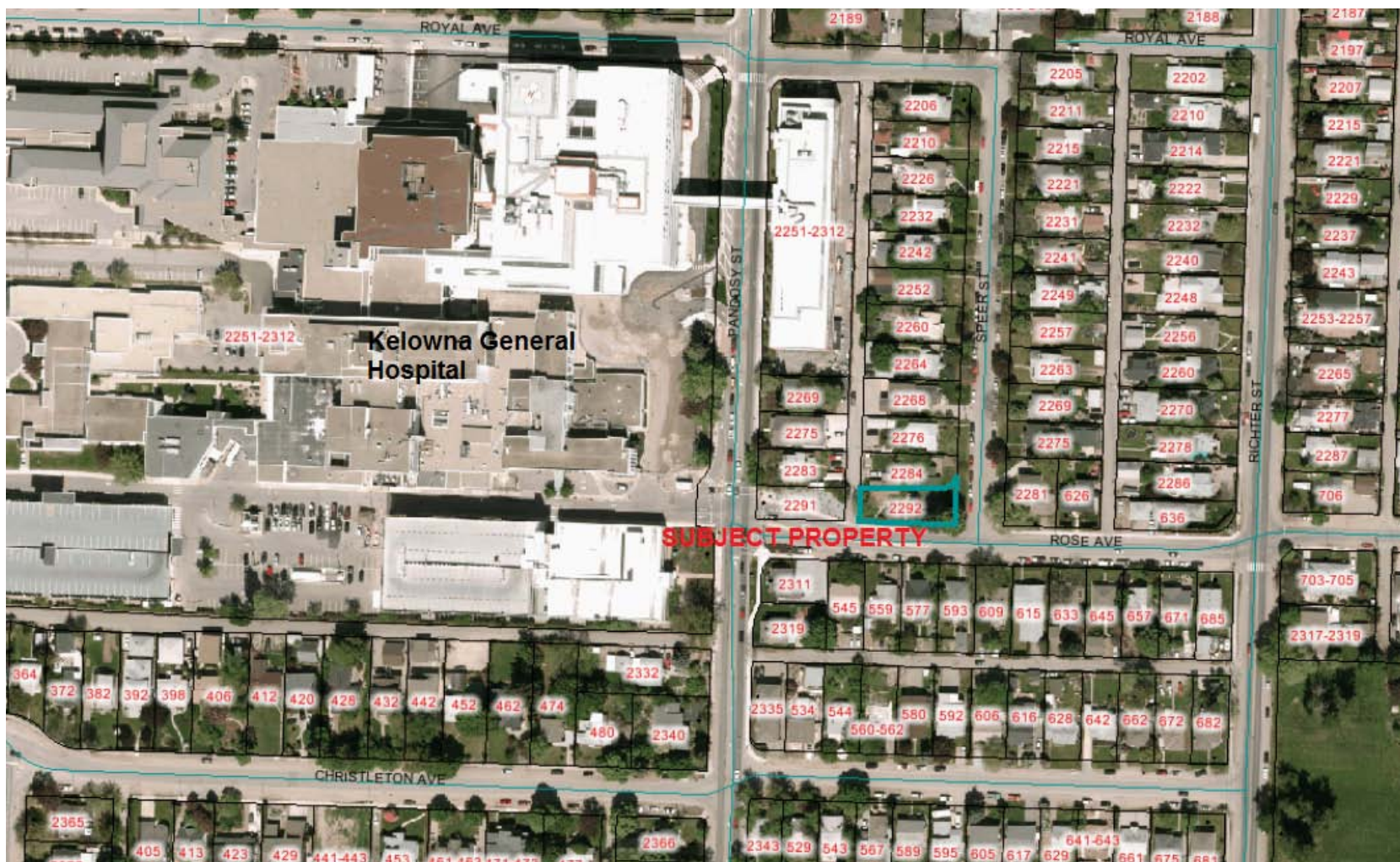
# LEASE AGREEMENT

2292 SPEER STREET





# LOCATION





## LEASE DETAILS

- ▶ Area: +/- 0.14 acres
- ▶ Lease rate: \$500/month (\$6,000/year)
- ▶ Term of Lease: 1 year
- ▶ Renewals: 3 x 1 year
- ▶ Permitted Use: as per terms of TUP
- ▶ Termination: upon 60 days notice



# CITY OF KELOWNA

## BYLAW NO. 10798

### Road Closure and Removal of Highway Dedication Bylaw (Portion of Lane adjacent to 551 Glenwood Avenue)

**A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Lane adjacent to 551 Glenwood Avenue**

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

1. That portion of highway attached as Schedule "A" comprising 366.7 m<sup>2</sup> shown in bold black as "Road To Be Closed" on the Reference Plan prepared by Neil Denby, B.C.L.S. and completed on 4<sup>th</sup> day of September, 2014, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 29<sup>th</sup> day of September, 2014.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



# CITY OF KELOWNA

## BYLAW NO. 11009

### 2015 Permissive Tax Exemption Bylaw

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

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

1. Those certain parcels or tracts of land and improvements, situated, lying and being in the City of Kelowna, as described in Schedules "A" to "J" attached hereto and forming part of this bylaw, shall be exempt from taxation.
2. This bylaw shall come into full force and effect and is binding on all persons during the 2014 taxation year.
3. This bylaw may be cited as "2015 Tax Exemption Bylaw No. 11009".

Read a first, second and third time by the Municipal Council this 6<sup>th</sup> day of October, 2014.

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

---

Mayor

---

City Clerk



## Schedule A - Public Worship

### Tax Exempt Properties for 2015 Tax Year

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

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
15	68680	Lot 3, Plan 25524	Trustees Congregation - Grace Baptist Church	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club).
16	69380	Lot A, Plan 27070	Roman Catholic Bishop Of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
17	71130	Lot 1, Plan 30180, DL137	Governing Council of the Salvation Army in Canada (Community Church)	
18	71680	Lot 4, Plan 30824	Seventh Day Adventist Church (BC Conference)	
19	74502	Lot A, Plan 33076, DL138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
20	75210	Lot 1, Plan 34637	Trustees of The Congregation of the Christ Evangelical Lutheran Church	
21	76394	Lot C, Plan 40170, DL137	The Congregation of the First Mennonite Church	
22	78266	Lot 1, Plan KAP47242	Ukrainian Catholic Eparchy of New Westminster	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
23	83239	Lot A, Plan KAP91385, DL 14	Synod-Diocese of Kootenay	
24	3255224	Lot 1, Plan KAP56294	Trust Cong St David's Presb Church	
25	3337370	Lot A, Plan 23927	Kelowna Christian Reformed Church	Criteria #5: 2,974 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property. (lease/rental to GRASP)
26	3337769	Lot A, Plan KAP83760	Okanagan Jewish Community Association	Criteria #5: 1,200 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental North Glenmore Daycare)
27	3378102	Lot A, Plan 44041	Glenmore Congregation of Jehovah's Witnesses	
28	3922000	Lot A, Plan 5223	BC Assn of Seventh Day Adventist	
29	4310442	Lot A, Plan 31085	Seventh Day Adventist Church (BC Conference)	
30	4360460	Lot 2, Twp 26, Plan 27837	Roman Catholic Bishop of Nelson	
31	4423888	Lot PT 26, Plan 187 Except Plan 3067, That PT of L 25 PL 187 S/O PL B130	Synod of the Diocese of Kootenay	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
32	4571592	Lot 1, Sec 19, Twp 26, Plan 37842	Kelowna Full Gospel Church Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club). Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
33	4645000	Lot 7, Plan 3727	Church of the Nazarene - Canada Pacific	
34	4660000	Lot 1, Plan 4877	Serbian Orthodox Par-Holy Prophet St Ilija (Parish)	Criteria #9: 680 sq. ft taxable as residences will be excluded from otherwise tax exempt property. [Note: Church Manse/Rectory]
35	4803156	Lot A, Sec 22, Twp 26, Plan 27717	BC Assoc of Seventh Day Adventists	
36	4804250	Lot A, Plan 29696	Gurdwara Guru Amardas Darbar Sikh Society	Criteria #9: 240 sq ft taxable as residences will be excluded from otherwise tax exempt property (Note: church manse/rectory).
37	5475931	Lot Pcl Z, Sec 23, Twp 26, Plan 24426, Except Plan KAP69971, DD J53659	NW Canada Conf Evangelical Church	
38	5476791	Lot B, Plan 41234	BC Conference of Mennonite Brethren Churches	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
39	5606001	Lot A, Plan KAP76650	Okanagan Sikh Temple & Cultural Society	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
40	5611000	Lot PT 2, Plan 2166	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
41	5752000	Lot A, Plan 4841	Okanagan Chinese Baptist Church	
42	6198870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	Change is status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship
43	6198872	Parcel A, Plan 22239	Synod of the Diocese of Kootenay	
44	6199358	Lot H, Sec 26, Twp 26, Plan 26182	Faith Lutheran Church of Kelowna	
45	6339000	Lot 14, Sec 27, Twp 26 Plan 14897	BC Muslim Association	
46	6370120	Lot A, Plan 19465, DL 143, Sec 27, Twp 26	Trustees of Spring Valley Congregation of Jehovah's Witnesses	
47	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Soc Inc	



NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
48	6372506	Lot A, Plan KAP56177	New Apostolic Church of Canada Inc.	
49	6496742	Lot 1, Sec 29 & 32, Plan KAP64073	The Church of Jesus Christ of Latter-Day Saints	
50	6735000	Lot A, Plan 11520	Trustees Rutland United Church Pastoral Charge of the United Church	Criteria #5: 1278 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental Green Gables Daycare).
51	7212492	Lot 1, Plan 37256	Synod of the Diocese of Kootenay	
52	10407200	Lot A, Plan 20452, DL 128	Christian & Missionary Alliance - Canadian Pacific District	
53	10468000	Lot 2, Plan 9491, DL 129	St. Peter & Paul Ukrainian Greek Orthodox Church of Kelowna	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Orchard Haven Housing Society)
54	10519214	Lot 9, Plan 20128, DL 129	Kelowna Trinity Baptist Church	
55	10519844	Lot A, Plan 37351 (Portion of Lot)	Apostolic Resource Centre Society	Criteria #5: 3520 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (1565 sq ft Commercial class 06: Wood Fire Bakery Restaurant & 1955 sq ft Commercial class 06: Clothing Store).
56	10519902	Lot 1, Plan KAP 45185	Kelowna Trinity Baptist Church	
57	10738200	Lot 1, Plan 27982, DL 131	Canadian Baptists of Western Canada	Criteria #5: 1,200 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School). Criteria #9: House on property is taxable as residences will be excluded from otherwise tax exempt property (Note: rental unit).
58	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market.
59	10768002	Lot 2, Plan KAP81588	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
60	10936348	Lot 1, Plan 35917	Kelowna Gospel Fellowship Church	
61	10936653	Lot 1, Plan 41844	Canadian Mission Board of the German Church of God Dominion of Canada	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
62	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna BC	
63	11025140	Lot 1, Plan 25466, DL 135	Trustees of The Lakeshore Congregation of Jehovah's Witnesses	
64	11025172	Lot 7, Plan 25798, DL 135	Congregation of Bethel Church of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market. (Village Daycare)
65	11025480	Lot 1, Plan 34984	Trustees of the Congregation of St Paul's United Church	Criteria #5: 1,000 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School).
66	11059000	Lot 1, Plan 12441, DL 136 Trustees	Guisachan Fellowship Baptist Church	
67	11097073	Lot 1, Plan KAP52447, DL 136	C3 Church	Property Sold by General Assembly of the Church of God in Western Canada to C3 Church. Principal purpose of the property remains as a Place Of Public Worship. Criteria #5: 610 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Lasting Impressions Pre-School).

### Schedule B - Private Schools

#### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	52700	Lot C, Plan 12546, DL 138	Roman Catholic Bishop of Nelson	Hall
2	74502	Lot A, Plan 33076, DL 138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
3	3458032	Lot 1, KAP86356	Aberdeen Hall Senior School Society	
4	4417000	Lot A, Plan KAP1725	Okanagan Montessori Elementary School Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
5	5122000	Lot 2, Plan 3849, Sec 23, Twp 26, Ld 41 exc Plan 16489 (15 ac.)	Seventh-Day Adventist Church - BC Conference	
6	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	
7	6372527	Lot A, Plan KAP71175	Vedanta Educational Society Inc	
8	7212595	Lot A, Plan KAP48732	Waldorf School Association of Kelowna	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
9	7212596	Lot B, Plan KAP48732	Waldorf School Association of Kelowna	
10	10589111	Lot 1, Plan KAP59724	Kelowna Society for Christian Education	
11	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	
12	10738378	Lot A, Plan KAP54674, DL 131	The Catholic Independent Schools of Nelson Diocese	
13	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna	
14	12184557	Lot 2, Plan 69898, DL 41	Waldorf School Association of Kelowna/City of Kelowna	Criteria #3: Per Policy 327, "Daycare" is operating on avg. at below market.



## Schedule C - Hospitals

### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	55260	Lot A, Plan EPP11464	Interior Health Authority	
2	73571	Lot 15, Plan 32159, DL 137	Interior Health Authority	
3	79392	Lot A, Plan KAP60581, DL 14	Canadian Cancer Society	
4	82282	Lot A, Plan EPP18664	Interior Health Authority	
5	4529001	Lot A, Plan KAP84779, DL 136	Interior Health Authority	

## Schedule D - Special Needs Housing

### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4340	Lot 15, Plan 462, DL 139	Kelowna Gospel Mission Society	
2	7270	Lot 4, Plan 635, DL 14	Bridge Youth & Family Services Society	
3	23390	Lot 10, Plan 2498, DL 137	Bridges to New Life Society	
4	33110	Lot 2, Plan 3929	New Opportunities for Women (NOW) Canada Society	
5	43090	Lot 1, Plan 7765	Howard-Fry Housing Society	
6	46240	Lot 20, Plan 9138	Kelowna Gospel Mission Society	
7	46250	Lot 21, Plan 9138	Kelowna Gospel Mission Society	
8	48500	Lot 8, Plan 10011	Okanagan Halfway House Society Inc	
9	48750	Lot 33, Plan 10011, D.L. 137	Resurrection Recovery Resource Society Inc.	
10	48770	Lot 35, Plan 10011	Okanagan Halfway House Society	
11	50050	Lot 22, Plan KAP10689	Resurrection Recovery Resource Society	Transitional housing for recovering addicts. Fully exempt per policy 327 as max. stay <2yrs
12	50060	Lot 23, Plan 10689	Resurrection Recovery Resource Society	
13	50070	Plan 10689, Lot 24	Resurrection Recovery Resource Society	
14	50080	Lot 25, Plan 10689	Resurrection Recovery Resource Society	
15	50650	Lot A, PL 11018	Society of St. Vincent De Paul of Central Okanagan	
16	55030	Lot 4, Plan 14741	Central Okanagan Emergency Shelter Society	
17	55040	Lot 5, Plan 14741	Central Okanagan Emergency Shelter Society	
18	55150	Lot A, Plan 14836	Okanagan Halfway House Society	
19	71805	Lot 1, Plan 31153	Adult Integrated Mental Health Services Society	
20	80873	Plan KAS2634, Lot 1	Okanagan Mental Health Services Society	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
21	5476630	Plan KAP33003, Lot A	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
22	6370241	Plan KAP22268, Lot D	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
23	10519958	Lot 4, Plan KAS1717	Kelowna Child Care Society	
24	11097075	PCL A, Plan KAP52447, DL 136	National Society of Hope /Provincial Rental Housing Corp	



## Schedule E - Social Services

### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4330	Lot 14, Plan 462 Block 5	Kelowna Gospel Mission Society	
2	4580	Lots 3 and 4, Blk 8, DL 139, Plan 462	Ki-Low-Na Friendship Society	
3	4830	Lot E 1/2 L 15 Plan 462, Blk 10	Kelowna Community Resources & Crisis Centre Society	
4	9900	Plan 830, Lot 2, DL 14, Blk 21 exc Parcel 2A, B1750	Canadian Mental Health Association	
5	10470	Lot 11, Plan 922	Kelowna & District S.H.A.R.E. Society	
6	16620	Lot 8, Plan 1303 & Lot 1, DL 139 PL13585 & Lot 1 DL139 PL 3585	Kelowna Community Food Bank Society	
7	26190	Lot 138, Plan 3163	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
8	45862	Lot A, Plan 9012	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status Per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
9	57060	Plan 15778, Lot B	Ki-Low-Na Friendship Society	
10	59530	Lot A, Plan 16898	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
11	66250	Lot 1, Plan 22678	Kelowna(#26) Royal Canadian Legion	Criteria #7: 32% land and improvements not exempt - Main Dining area 870 sq ft, Cooler area 92 sq ft - Total 1,786 of 5,522 sq ft
12	76262	Lot 1, Blk 6, Sec 20, Twp 26, ODYD, Plan 39580	Central Okanagan Child Development Association	
13	82144	Lot A Plan KAP86241	Pathways Abilities Society / City of Kelowna	
14	4918002	Lot A Plan KAP90062	Governing Council of the Salvation Army in Canada	
15	5477053	Lot 5 Plan KAS2126	MADAY Society for Seniors	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
16	6198704	Lot 1, Plan KAP91112	Boys & Girls Clubs/City of Kelowna	Criteria #3:No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
17	6370273	Lot 19, Plan 23749	Ki-Low-Na Friendship Society	
18	6371030	Lot 2, Plan KAP30323	Pathways Abilities Society	New Applicant. Non-profit organization that provides people with disabilities the support to participate and contribute to society by participating in volunteer work, paid employment, recreation and leisure services
19	6774486	Lot 2 Plan: KAS2048	Big Brothers Big Sisters of the Okanagan Society	
20	6774491	Lot:7 Plan KAS2048	Big Brothers Big Sisters of the Okanagan Society	
21	10508002	Lot 2, Plan 15777	Kalano Club of Kelowna	
22	10519925	Lot A, Plan KAP54261	Reach Out Youth Counselling & Services Society	
23	10522014	Lot 10 Plan KAS3728	Kelowna Elks Lodge No 52	
24	10707000	Lot 1, Plan 15596, Except Plan KAP73753	BHF Building Healthy Families Society	

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

**Tax Exempt Properties for 2015 Tax Year**

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	571	Part DL 14 (.727 Acres) Lot A, Plan 5352	Kelowna Lawn Bowling Club / City of Kelowna	
2	37220	Lot 4, Plan 4921	Kelowna Badminton Club/City of Kelowna	
3	73507	Lot 2, Plan 32159	City of Kelowna/Kelowna Cricket Club	
4	80966	Lot B, Plan KAP76448	Kelowna Major Men's Fastball Association / City of Kelowna	No Change in Status as liquor license held by CofK not organization.
5	80967	Lot A, Plan KAP76448	Kelowna Curling Club / City of Kelowna	Criteria # 7: 2,000 sq ft taxable as areas primary use is liquor/food services.
6	83521	Lot 1, Plan EPP29214	Kelowna Yacht Club	New Applicant. Non-profit organization that provides sailing lessons and activities that is accessible to all the residents of Kelowna including specific programs for those with special needs. These programs are offered at below market rates. Criteria # 6: Approx 21,168 sq ft (88%) taxable as the principal use of this portion of the property is not directly related to principal purpose of organization owning the property (rental/lease/restaurant)
7	4009000	Plan 2020, Parcel A , PCL A (KG34204)	Kelowna & District Fish & Game Club	Exempting non-commercial and non-residential class only
8	4078511	Lot 2, KAP80134	City of Kelowna	H2O Centre to be exempted except for space occupied by current tenant "Jugo Juice" which is taxed under it's own tax roll # 4078513
9	4078511	Lot 2, KAP80134	Kelowna United Football Club/City of Kelowna	Non-Profit organization providing an environment for the purpose of high level training, games and leagues for local youth soccer players.
10	4453000	Lot 1 & 2, Plan 3067	East Kelowna Community Hall Association	Criteria#9: Caretaker Agreement in place
11	4525505	Lot 1, KAP61083	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
12	6198705	Lot 1, Plan KAP91112	Okanagan Gymnastic Centre / City of Kelowna	
13	6224735	Lot B, Plan KAP53836	Rutland Park Society	Criteria #5: 1,200 sq ft taxable as primary use of property not the principal purpose of the organization owning the property (Lease/Rental: Little Bloomers Daycare).
14	6935000	Part S 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)



NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
15	6936000	Part N 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
16	6961000	Lot Fr E 1/2 Sec 17, Twp 28 exc Plan B4553	Nature Trust of BC	Land Conservation (Parkland)
17	6962004	Fr NE 1/4 Sec 17, Twp 28 SDYD, shown Amended Plan B4553, exc Plan 26911	Crown Provincial/ Nature Trust of BC	Land Conservation (Parkland)
18	6962006	Lot A, Sec 17, Twp 28, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
19	6962008	Lot B, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
20	6974000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	
21	6976000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	Criteria #9: Caretaker Agreement in place
22	9461001	Lot B, DL 14, LD 41, KAP 10727	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills.
23	9472588	Lot 2, DL 14, LD 41, KAP53240	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	New Application - Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills. The future use of this property will work in conjunction with the property adjacent to this one that already occupied by this same organization and has an approved permissive tax exemption.
24	10776000	Plan 9359, Lot 2	Kelowna Riding Club	Criteria #9: Caretaker Agreement in place
25	11029007	That part of Plan 37018, DL 136, shown as park	Central Okanagan Heritage Society/City of Kelowna	Criterion #9: 566 Sq ft taxable as residences will be excluded from otherwise tax exempt property. (Rental Unit)
26	11151000	Lot 1, Plan 11796	Kelowna Minor Fastball Society/City of Kelowna	
27	11501989	Lot 1, Plan 35229	Central Okanagan Small Boat Association / City of Kelowna	Criteria #9: Caretaker Agreement in place
28	12184556	Lot 1, Plan KAP69898	Okanagan Mission Community Hall Association	

## Schedule G - Cultural

### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	950	Lot 1, Block 12, Plan 202	Centre Cultural François De L' Okanagan	
2	1830	Lot 49, Plan 262, Blk 15	Kelowna Canadian Italian Club	
3	38641	Lot A, Plan 5438	Okanagan Military Museum Society / City of Kelowna	
4	38644	Plan 5438, D.L. 139	Kelowna Centennial Museum Association / City of Kelowna	
5	75959	Lot 2, Plan 37880	Kelowna Music Society	Criteria #4: Majority of Program areas are not directly competing
6	77062	Lot 1, Plan 42511	City of Kelowna/Kelowna Museums Society	Change in Status. Criterion # 3: 1,300 sq ft 40% exempt (5 year phase out program) as area's primary purpose are commercial liquor sales. Per Policy 327: "Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption." Note: The portion of the Wine Museum which is a VQA Wines store would be taxable - Approx. 60% of the Wine Museum area (1,300 sq. ft.).
7	79055	Lot 3, Plan KAP 57837, DL 139	Okanagan Regional Library / City of Kelowna Library Society	
8	79932	Lot A, Plan KAP67454	Kelowna Art Gallery/City of Kelowna	Per Policy 327-No 3rd Party lease agreement in place
9	80250	Lot A, KAP67454	Kelowna Visual & Performing Arts Centre Society / City of Kelowna	The following areas will be Exempt areas - (80250) Centre Society area 37,034 Theatre Kelowna 892 sq ft Okanagan Artists Alternative Association (2 areas) 2,058 sq ft Ponderosa Spinners and Weavers area 409 sq ft Music Room 520 sq. ft. Potters Addict 1589 sq ft Cool Arts Society 429 sq ft  Non-exempt areas - total 4,363 ft. 80251 KVPACS Bistro 1,236 sq ft 80252 Mission Dance Studio 1,185 sq ft 80255 Angie Bonten, Trina Ganson, Sara Parsons studio 350 sq ft 80256 Mal Gagnon studio area 428 sq ft 80257 Aunaray Clusiau studio area 370 sq ft 80258 Blind Eye Photography 444 sq. ft. 80260 Brandy Marsh 350 sq ft

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
10	83355	Lot 1, KAP92254	Okanagan Symphony Society/City of Kelowna	
11	7212624	Lot 10, KAP72245	Westbank First Nation	
12	10349220	Lot B, Plan 28112	German - Canadian Harmonie Club	Criteria #7: 4,413 sq ft taxable as areas primary purpose is liquor and or meal services
13	10768001	Lot A, Plan 6710	Roman Catholic Bishop of Nelson Pandosy Mission	



## Schedule H - Other Non-Profit Societies

### Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	16670	Lot 16, Plan 1303	Kelowna Yoga House Society	Criteria #4: No Change in Status. Per Policy 327: house on property used by society & similar programs offered at Sport & Rec.
2	23360	Lot 7, Plan 2498	Columbus Holding Society	
3	28740	Lot 8, Plan 3398	Kelowna Centre for Positive Living Society	
4	70030	Lot A, Plan 28311	Columbus Holding Society	Criteria #5: Upper floor & main floor fully taxable as primary use of property not the principal purpose of the organization owning the property (lease/rental upper floor - Inn From the Cold, main floor Lease/Rental Taxable-Right to Life, basement 100% Exempt: Knights of Columbus
5	77364	Lot A, Plan 43658	Kelowna Sr. Citizens Society of BC	Criteria #9: Caretaker agreement in place.
6	5763001	Lot A, Plan KAP82536	Kelowna General Hospital Foundation	
7	6198706	Lot 1, Plan KAP91112, Safety Village Lease only (.739 ac.) (Parent 06198.702)	Kelowna & District Safety Council Society / City of Kelowna	
8	6199682	Lot 2, Plan 39917	Father DeLestre Columbus (2009) Society	
9	6371365 - 6371403	Lot 1-39, Plan KAS384	The Society of Housing Opportunities and Progressive Employment	Partial Exemption based on difference - one parcel vs. individual strata units
10	10759011	Lot 11, Plan 515, Blk 1	BC Society for Prevention of Cruelty to Animals	
11	12188047	Lot B Plan 40681	Cowen, Sandra K & Heather I Henderson (Trustees: Arion Therapeutic Riding Association)	

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

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**Tax Exempt Properties for 2015 Tax Year**

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

**Schedule J - Estimated Municipal Property Tax Impact For the Years 2015 - 2017**

<b>Schedule</b>	<b>Property Classification</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>A - Places of Worship</b>				
	Class 01 - Residential	178	186	193
	Class 06 - Business	10,810	11,317	11,760
	Class 08 - Recreation/Non-Profit	270,681	283,351	294,457
	<b>Total Municipal Taxes</b>	<b>\$281,669</b>	<b>\$294,854</b>	<b>\$306,410</b>
<b>B - Private Schools</b>				
	Class 01 - Residential	1,270	1,329	1,381
	Class 06 - Business	134,380	140,670	146,183
	Class 08 - Recreation/Non-Profit	14,151	14,812	15,392
	<b>Total Municipal Taxes</b>	<b>\$149,801</b>	<b>\$156,811</b>	<b>\$162,956</b>
<b>C - Hospitals</b>				
	Class 01 - Residential	30,539	31,968	33,221
	Class 06 - Business	85,009	88,988	92,476
	Class 08 - Recreation/Non-Profit	0	0	0
	<b>Total Municipal Taxes</b>	<b>\$115,548</b>	<b>\$120,956</b>	<b>\$125,697</b>
<b>D - Special Needs Housing</b>				
	Class 01 - Residential	47,508	49,731	51,680
	Class 06 - Business	5,694	5,960	6,194
	Class 08 - Recreation/Non-Profit	0	0	0
	<b>Total Municipal Taxes</b>	<b>\$53,202</b>	<b>\$55,691</b>	<b>\$57,874</b>
<b>E - Social Services</b>				
	Class 01 - Residential	9,808	10,267	10,669
	Class 06 - Business	168,263	176,138	183,044
	Class 08 - Recreation/Non-Profit	2,260	2,366	2,459
	<b>Total Municipal Taxes</b>	<b>\$180,331</b>	<b>\$188,771</b>	<b>\$196,172</b>
<b>F - Public Park or Recreation Ground, Public Athletic or Recreational</b>				
	Class 01 - Residential	71,221	74,555	77,479
	Class 06 - Business	64,123	67,124	69,756
	Class 08 - Recreation/Non-Profit	306,530	320,876	333,455
	<b>Total Municipal Taxes</b>	<b>\$441,874</b>	<b>\$462,555</b>	<b>\$480,690</b>
<b>G - Cultural</b>				
	Class 01 - Residential	8	8	8
	Class 06 - Business	254,292	266,191	276,626
	Class 08 - Recreation/Non-Profit	9,057	9,481	9,853
	<b>Total Municipal Taxes</b>	<b>\$263,357</b>	<b>\$275,680</b>	<b>\$286,487</b>



Schedule <sup>1</sup>	Property Classification	2015	2016	2017
<b>H - Other</b>				
	Class 01 - Residential	7,570	7,924	8,235
	Class 06 - Business	30,699	32,135	33,394
	Class 08 - Recreation/Non-Profit	4,067	4,258	4,425
	<b>Total Municipal Taxes</b>	<b>\$42,336</b>	<b>\$44,317</b>	<b>\$46,054</b>
<b>I - Partnering, Heritage or Other Special Exemption Authority</b>				
	Class 01 - Residential	101	106	110
	Class 06 - Business	5,626	5,889	6,120
	Class 08 - Recreation/Non-Profit	0	0	0
	<b>Total Municipal Taxes</b>	<b>\$5,727</b>	<b>\$5,995</b>	<b>\$6,230</b>
<b>Total Impact</b>				
	Class 01 - Residential	168,203	176,074	182,976
	Class 06 - Business	758,896	794,412	825,553
	Class 08 - Recreation/Non-Profit	606,746	635,144	660,041
	<b>Total Municipal Taxes</b>	<b>\$1,533,845</b>	<b>\$1,605,630</b>	<b>\$1,668,570</b>

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