

City of Kelowna

Regular Council Meeting

AGENDA



Monday, December 8, 2014
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

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

2. Confirmation of Minutes

6 - 22

Regular PM Meeting - November 10, 2014
Inaugural Meeting - December 1, 2014

3. Public in Attendance

3.1 Beryl Itani, Chair, Civic Awards Nomination Committee, re: Civic Awards Nomination Period

23 - 40

To announce the nomination period for the 40th Annual Civic & Community Awards.

4. Development Application Reports & Related Bylaws

4.1 Official Community Plan Bylaw Amendment Application No. OCP14-0016 & Rezoning Application No. Z14-0031 - 860 Glenwood Avenue, Stanley & Darlene Vereb

41 - 55

Mayor to invite the Applicants, or the Applicants' Representative, to come forward.

To consider a staff recommendation NOT to amend the Future Land Use designation or rezone the subject property in order to permit a triplex.

4.2 Official Community Plan Bylaw Amendment No. OCP14-0020 & Rezoning Application No. Z14-0037 - 5000 Gordon Drive, No. 21 Great Projects Ltd.

56 - 69

To consider an Official Community Plan Amendment and Rezoning application to amend the Future Land Use designations and rezone portions of the subject

property to facilitate the development of a single family residential subdivision.

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|-------|--|-----------|
| 4.2.1 | Bylaw No. 11037 (OCP14-0020) - 5000 Gordon Drive, No. 21 Great Projects Ltd.

Requires a majority of all member of Council (5).
To give Bylaw No. 11037 first reading. | 70 - 71 |
| 4.2.2 | Bylaw No. 11038 (Z14-0037) - 5000 Gordon Drive, No. 21 Great Projects Ltd.

To give Bylaw No. 11038 first reading. | 72 - 73 |
| 4.3 | Text Amendment Application No. TA14-0011 - Text Amendment to include the RM2h Zone in the CD6 - Comprehensive Residential Golf Resort Zone for Tower Ranch

The purpose of this application is to amend the CD6 - Comprehensive Residential Golf Resort zone (the CD6 Zone) to allow RM2h - Low Density Row Housing (Hillside Area) (RM2h) to the zones under which regulations the lands may be developed, for the Tower Ranch area, according to 'CD6- Map 1'. | 74 - 80 |
| 4.3.1 | Bylaw No. 11035 (TA14-0011) - Adding RM2h to the CD6 - Comprehensive Development Zone Golf Resort for Tower Ranch

To give Bylaw No. 11035 first reading. | 81 - 82 |
| 4.4 | Rezoning Application No. Z14-0049 - 5505-5507 Airport Way, Midwest Ventures Ltd.

To rezone portions of the subject parcel, to C9 - Tourist Commercial zone and CD15 - Airport Business Park zone, to allow for a retail liquor sales establishment over 90 square metres. | 83 - 93 |
| 4.4.1 | Bylaw No. 11036 (Z14-0049) - 5505-5507 Airport Way, Midwest Ventures Ltd.

To give Bylaw No. 11036 first reading. | 94 - 95 |
| 4.5 | Rezoning Application No. Z14-0039 - 2046 Pandosy Street, Camara Ventures Ltd.

To consider a Rezoning application to rezone the subject property from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone to allow a second dwelling to be built. | 96 - 108 |
| 4.5.1 | Bylaw No. 11041 (Z14-0039) - 2046 Pandosy Street, Camara Ventures Ltd.

To give Bylaw No. 11041 first reading. | 109 - 109 |
| 4.6 | Rezoning Application No. Z10-0091 - 196 Cariboo Road, D & S Schultz | 110 - 112 |

Enterprises Ltd.

To consider the rescindment of the rezoning bylaw for the subject property from RR3 - Rural Residential 3 to RU6 - Two Dwelling Housing and RU1-Large Lot Housing.

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|-------|--|-----------|
| 4.6.1 | Bylaw No. 10513 (Z10-0091) - 196 Cariboo Road, D & S Schulz Enterprises Ltd. | 113 - 114 |
| | To rescind first, second and third readings given to Bylaw No. 10513 and to direct staff to close the file. | |
| 4.7 | Rezoning Application No. Z13-0011, Extension Request - 370 Fleming Road, Wendy Cullen & Michael Anderson | 115 - 117 |
| | To extend the date for adoption of Zone Amending Bylaw No. 10849 from June 18, 2014 to June 18, 2015. | |
| 4.8 | Rezoning Application No. Z13-0032, Extension Request - 325 Hartman Road, Gary Lupul | 118 - 120 |
| | To extend the date for adoption of Zone Amending Bylaw No. 10891 (Z13-0032) from November 5, 2014 to November 5, 2015. | |
| 4.9 | Development Permit Application No. DP13-0195 & Development Variance Permit Application No. DVP13-0196, Extension Request - 2105 Benvoulin Court, Society of Hope | 121 - 123 |
| | To consider extending the date of issuance of Development Permit Application No. DP13-0195 and Development Variance Permit Application No. DVP13-0196 from September 14, 2014 to September 14, 2015. | |
| 4.10 | Rezoning Application No. Z10-0092, Extension Request - 3150 Sexsmith Road, Kimberly & John Berg | 124 - 126 |
| | To consider a final extension to extend the date for adoption of Zone Amending Bylaw No. 10443 from November 16, 2014 to November 16, 2015 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone. | |
| 4.11 | Rezoning Application No. Z10-0093, Extension Request - 3170 Sexsmith Road, Shanny & Marlin Toews | 127 - 129 |
| | To consider a final extension to extend the date for adoption of Zone Amending Bylaw No. 10445 from November 16, 2014 to November 16, 2015 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone. | |
| 4.12 | Rezoning Application No. Z09-0035, Extension Request - 3130 Sexsmith Road, Matthew James Ewonus | 130 - 132 |
| | To consider a final extension to extend the date for adoption of Zone | |

Amending Bylaw No. 10436 from November 16, 2013 to November 16, 2014 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone.

5. Bylaws for Adoption (Development Related)

- 5.1 Bylaw No. 10555 (Z11-0025) - 2857 East Kelowna Road, Christopher Fehr & Ian McClellan** 133 - 133

To adopt Bylaw No. 10555 in order to rezone the subject property from the A1 - Agriculture 1 zone to the A1c - Agriculture 1 with Carriage House zone.

- 5.2 Bylaw No. 11012 (TA14-0017) - Amendments to Zoning Bylaw No. 8000, CD18 - Vintage Landing Comprehensive Resort Development** 134 - 141

To adopt Bylaw No. 11012 in order to amend Zoning Bylaw No. 8000 with respect to the CD18 - Vintage Landing Comprehensive Resort Development.

6. Non-Development Reports & Related Bylaws

- 6.1 Latecomer Charges 2250-70-91 - Storm Drainage Facility** 142 - 153

The development is known as Kane Road Commercial and is located adjacent to Kane Road. A storm drainage facility was required to accommodate the development. This 15 year latecomer agreement for the drainage facility provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial development.

- 6.2 Latecomer Charges 2250-70-92 - Watermain - Chute Lake Rd/Frost Rd to Killdeer Rd** 154 - 172

The development is known as The Ponds (NH3 Neighbourhood 3) land and is located adjacent to Gordon Drive. The development is a Community commercial retail and subdivision development. A water main extension was required to accommodate the development. The constructed water main has the capacity to accommodate the designated area. This 15 year latecomer agreement for the water system provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial and subdivision development.

- 6.3 Latecomer Charges 2250-70-93 - Storm Facility - Neighbourhood #3** 173 - 191

The development is known as The Ponds (NH3 Neighbourhood 3) land and is located adjacent to Gordon Drive. The development is a Community commercial retail and subdivision development. A storm facility was required to accommodate the development. The constructed Storm facility has the capacity to accommodate the designated area. This 15 year latecomer agreement for the storm system provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial and subdivision development.

- 6.4 Free Saturday Parking in December** 192 - 194

To provide free parking in the downtown area on Saturdays for the month of December.

7. Resolutions

- 7.1 City Clerk, Draft Resolution, re: Deputy Mayor Schedule 2014-2018** 195 - 195

To adopt the Deputy Mayor Schedule for the 2014-2018 Council Term.

- 7.2 City Clerk, Draft Resolution, re: Waiver of Requirement - Agricultural Advisory Committee & Community Heritage Committee** 196 - 196

To waive the requirement to forward applications to the Agricultural Advisory Committee and Community Heritage Committee.

8. Bylaws for Adoption (Non-Development Related)

- 8.1 Bylaw No. 11022 - Amendment No. 4 to Water Regulation Bylaw No. 10480** 197 - 198

To adopt Bylaw No. 11022 in order to amend the Water Regulation Bylaw to adjust the Water Meter fees and to remove two Utility Billing sections that are no longer required.

- 8.2 Bylaw No. 11034 - Amendment No. 25 to Traffic Bylaw No. 8120** 199 - 199

To adopt Bylaw No. 11034 in order to amend Schedule 'A', Part 6, Tourist Oriented Destination Sign, of Traffic Bylaw No. 8120.

9. Mayor and Councillor Items

10. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, November 10, 2014
Location: Council Chamber
City Hall, 1435 Water Street

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

Staff Present: City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Manager, Subdivision, Agriculture & Environment, Todd Cashin*; Urban Planning Supervisor, Lindsey Ganczar*; Planner, Adam Cseke*; Executive Director of Business Development, Jim Paterson*; Traffic Operations Supervisor, Fred Wollin*; Engineering Traffic Technician, Laurens Campbell*; Sport & Event Development Manager, Don Backmeyer*; Accountant, Matt Friesen*; Real Estate Services Manager, Jeff Hancock*; 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 Stack/Seconded By Councillor Hobson

R821/14/11/10 THAT the Minutes of the Regular Meetings of November 3, 2014 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1. Official Community Plan Bylaw Amendment Application No. OCP14-0019 & Rezoning Application No. Z14-0036 - (W of) Mountainside Drive, Cedar Creek Developments Ltd.

Staff:

- Displayed a Power Point Presentation summarizing the application before Council.

Moved By Councillor Given/Seconded By Councillor Hobson

R8221/14/11/10 THAT Official Community Plan Bylaw Amendment No. OCP14-0019 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of part of the Northwest ¼ of Section 14, Township 28, SDYD, Except Plans KAP89467, KAP89468, KAP89849, EPP35362, EPP33759, EPP35140 and EPP38359, located (W of) Mountainside Drive, Kelowna, BC from the Single / Two Unit Residential designation to the Single / Two Unit Residential - Hillside and Major Park / Open Space designations, and from the Major Park / Open Space designation to the Single / Two Unit Residential - Hillside designation, as shown on Map "A" attached to the Report of the Subdivision, Agriculture & Environment Department, dated November 10, 2014, be considered by Council;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Subdivision, Agriculture & Environment Services, dated November 10, 2014;

AND THAT Rezoning Application No. Z14-0036 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of part of the Northwest ¼ of Section 14, Township 28, SDYD, Except Plans KAP89467, KAP89468, KAP89849, EPP35362, EPP33759, EPP35140 and EPP38359, located (W of) Mountainside Drive, Kelowna, BC from the RU4 - Low Density Cluster Housing zone to the RU1h - Large Lot Housing (Hillside Area), P3 - Parks and Open Space and CD2 - Kettle Valley Comprehensive Residential Development zones, and from the P3 - Parks and Open Space zone to the RU1h - Large Lot Housing (Hillside Area) zone, as shown on Map "B" attached to the Report of the Subdivision, Agriculture & Environment Department, dated November 10, 2014, be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment Bylaw and the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

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

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

Carried

3.1.1. Bylaw No. 11027 (OCP14-0019) - (W of) Mountainside Drive, Cedar Creek Developments Ltd.

Moved By Councillor Stack/Seconded By Councillor Given

R8231/14/11/10 THAT Bylaw No. 11027 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

3.1.2. Bylaw No. 11028 (Z14-0036) - (W of) Mountainside Drive, Cedar Creek Developments Ltd.

Moved By Councillor Given/Seconded By Councillor Stack

R8241/14/11/10 THAT Bylaw No. 11028 be read a first time.

Carried

City Clerk:

- Confirmed that the Public Hearing is scheduled for Tuesday, December 9, 2014.

3.2. Official Community Plan Bylaw Amendment Application No. OCP14-0021 and Rezoning Application No. Z14-0041 - 5505 Chute Lake Road, Calcan Investments Ltd.

Staff:

- Displayed a Power Point Presentation summarizing the application before Council.

Moved By Councillor Basran/Seconded By Councillor Zimmermann

R825/14/11/10 THAT Official Community Plan Bylaw Amendment No. OCP14-0021 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of part of the North East ¼, Section 14, Township 28, SDYD, Except Plan KAP57304 located at 5505 Chute Lake Road from the Major Park & Open Space (PARK) to Single/Two Unit Residential Hillside (S2RESH), from Single/Two Unit Residential (S2RES) to Major Park & Open Space (PARK), from Multiple Unit Residential (Cluster Housing) (MRC) to Single/Two Unit Residential - Hillside (S2RESH), from Multiple Unit Residential (Cluster Housing) (MRC) to Major Park and Open Space (PARK) and from Single/Two Unit Residential (S2RES) to Single/Two Unit Residential - Hillside (S2RESH) as shown Map "A1" and MAP "A2" attached to the report of Subdivision, Agriculture & Environment Department, dated October 29, 2014 be considered by Council;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Subdivision, Agriculture & Environment Department, dated October 29, 2014;

AND THAT Rezoning Application No. Z14-0041 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of part of the North East ¼, section 14, Township 28, SDYD, Except Plan KAP57304 located at 5505 Chute Lake Road from the P3 - Parks and Open Spaces to RH1 - Hillside Large Lot Residential, from RH1 - Hillside Large Lot Residential to P3 - Parks and Open Spaces, from RH3 - Hillside Cluster Housing to RH1 - Hillside Large Lot Residential, from RH3 - Hillside Cluster Housing to P3 - Parks and Open Space and from RH1 - Hillside Large Lot Residential to RH3 - Hillside Cluster Housing, as shown Map "B1", Map "B2" and Map "B3" attached to the report of Subdivision, Agriculture & Environment Department, dated October 29, 2014, be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment and the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

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

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

Carried

3.2.1. Bylaw No. 11029 (OCP14-0021) - 5505 Chute Lake Road, Calcan Investments Ltd.

Moved By Councillor Stack/Seconded By Councillor Given

R826/14/11/10 THAT Bylaw No. 11029 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

3.2.2. Bylaw No. 11030 (Z14-0041) - 5505 Chute Lake Road, Calcan Investments Ltd.

Moved By Councillor Given/Seconded By Councillor Stack

R827/14/11/10 THAT Bylaw No. 11030 be read a first time.

Carried

City Clerk:

- Confirmed that the Public Hearing is scheduled for Tuesday, December 9, 2014.

3.3. Official Community Plan Bylaw Amendment Application No. OCP14-0015 - 1501 & 1511 Tower Ranch Drive and 2160 Tower Ranch Boulevard

Staff:

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

Moved By Councillor Hobson/Seconded By Councillor Given

R828/14/11/10 THAT OCP Bylaw Amendment No. OCP14-00015 to amend Kelowna 2030 - Official Community Plan Bylaw No. 10500 by amending Map 4.1 - Generalized Future Land Use to change a portion of Lot 3, Plan KAP80993, Section 31, TWP 27, ODYD, located at 1511 Tower Ranch Drive, from MRL - Multiple Unit Residential (Low Density) to S2RES - Single/Two Unit Residential; PARK - Park and Open Space (public) to S2RES - Single / Two Unit Residential; S2RESH - Single/Two Unit Residential-Hillside to MRL - Multiple Unit Residential (Low Density); S2RESH - Single/Two Unit Residential- Hillside to PARK - Major Park and Open Space (public); and PARK - Park and Open Space (public) to S2RESH - Single / Two Unit Residential - Hillside; from S2RES - Single/Two Unit Residential to PARK - Park and Open Space (public); from PARK - Park and Open Space (public) to S2RES - Single/Two Unit Residential; from S2RES - Single/Two Unit Residential to S2RESH - Single/Two Unit Residential - Hillside; from S2RESH - Single/Two Unit Residential - Hillside to S2RESH - Single/Two Unit Residential, in accordance with Map "A - #3" and Map "A - #4" attached to the Staff Report dated November 10, 2014, be considered by Council;

AND THAT OCP Bylaw Amendment No. OCP14-00015 to amend Kelowna 2030 - Official Community Plan Bylaw No. 10500 by amending Map 4.1 - Generalized Future Land Use to change a portion of Lot 4, Plan KAP80993, Section 31, TWP 27, ODYD, located at 2160 Tower Ranch Boulevard, from S2RESH - Single/Two Unit Residential - Hillside to

REC - Private Recreation (private); from REC - Private Recreation (private) to S2RESH - Single/Two Unit Residential - Hillside; from S2RESH - Single/Two Unit Residential - Hillside to PARK - Major Park and Open Space (public); from S2RESH - Single/Two Unit Residential - Hillside to- PSU - Public Services / Utilities; from Private Recreation (private) to- PSU - Public Services / Utilities; in accordance with Map "A - #1" and Map "A - #2" attached to the Staff Report dated November 10, 2014, be considered by Council;

AND THAT OCP Bylaw Amendment No. OCP14-00015 to amend Kelowna 2030 - Official Community Plan Bylaw No. 10500 by amending Map 4.1 - Generalized Future Land Use to change a portion of Lot 5 KAP80993, Section 31, TWP 27, ODYD, located at 1501 Tower Ranch Drive, from PARK - Major Park and Open Space (public) to S2RESH - Single/Two Unit Residential - Hillside; and from PARK - Major Park and Open Space (public) to S2RES - Single/Two Unit Residential, in accordance with Map "A - #4" attached to the Staff Report dated November 10, 2014, be considered by Council;

AND THAT OCP Bylaw Amendment No. OCP14-00015 to amend Kelowna 2030 - Official Community Plan Bylaw No. 10500 by amending Map 4.1 - Generalized Future Land Use to change a portion of part of Tower Ranch Drive, located south of 1511 Tower Ranch Drive, being approximately 520 m², from Public Service Utilities (PSU) to Single/Two Unit Residential - Hillside (S2RESH); and from Resource Protection Area (REP) to Single/Two Unit Residential - Hillside (S2RESH), in accordance with Map "A - #5" attached to the Staff Report dated November 10, 2014, be considered by Council;

AND THAT Council considers the public process outlined in the Staff Report dated November 10, 2014 to be appropriate consultation for the purpose of Section 879 of the Local Government Act;

AND THAT the OCP Amending Bylaw be forwarded to a Public Hearing;

AND FURTHER THAT Council direct staff to provide notice to owners of the subject properties, and owners of the immediately adjacent properties designated S2RES - Single/Two Unit Residential, A-1 Agriculture 1 and CD6 - Comprehensive Residential Golf Course, as identified on Map "A".

Carried

3.3.1. Bylaw No. 11031 (OCP14-0015) - 1501 & 1511 Tower Ranch Drive and 2160 Tower Ranch Boulevard, Parkbridge Lifestyle Communities Inc., City of Kelowna & 0977415 BC Ltd.

Moved By Councillor Basran/Seconded By Councillor Blanleil

R829/14/11/10 THAT Bylaw No. 11031 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

City Clerk:

- Confirmed that the Public Hearing is scheduled for Tuesday, December 9, 2014.

3.4. Official Community Plan Bylaw Amendment Application No. OCP14-0011 and Rezoning Application No. Z14-0026 - 1280 Glenmore Drive, 561655 BC Ltd.

Staff:

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

Moved By Councillor Blanleil/Seconded By Councillor Singh

R830/14/11/10 THAT Official Community Plan amendment application No. OCP14-0011 to amend the City of Kelowna Official Community Plan Bylaw No. 10500 by changing the OCP classification of a portion of Lot 1, Section 29, Township 26, ODYD, Plan 29608, located on 1280 Glenmore Drive, Kelowna, BC from the MRL - Multiple Residential Low Density designation to the S2RES - Single / Two Unit Residential designation as shown on Map "A" attached to the report from Urban Planning Department dated October 27th 2014, 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 a portion 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 October 27th 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:

Requirements of Development Engineering Branch being completed to their satisfaction;

1. Subdivision delineating the five RM2 lots;
2. Dedicate a lane right-of-way and install a lane access to Mountainview Street;
3. A Party Wall Agreement is registered on title;

AND FURTHER THAT a Section 219 Building Use covenant be registered on each of the nine parcels restricting each parcel to one dwelling unit in order to prevent any additional dwelling units to be developed within each townhome.

Carried

Council:

- Made comments regarding the placement of signage in order for the neighbourhood to be aware of the new Public Hearing.

3.4.1. Bylaw No. 11032 (OCP14-0011) - 1280 Glenmore Drive, 561655 BC Ltd.

Moved By Councillor Blanleil/Seconded By Councillor Basran

R831/14/11/10 THAT Bylaw No. 11032 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

3.4.2. Bylaw No. 11033 (Z14-0026) - 1280 Glenmore Road, 561655 BC Ltd.

Moved By Councillor Basran/Seconded By Councillor Blanleil

R832/14/11/10 THAT Bylaw No. 11033 be read a first time.

Carried

3.5. Official Community Plan Bylaw Amendment Application No. OCP12-0013 and Rezoning Application No. Z12-0054, Extension Request - 551 Glenwood Avenue, John & Alana Marrington

Staff:

- Displayed a Power Point Presentation summarizing the extension request.

Moved By Councillor Basran/Seconded By Councillor Given

R833/14/11/10 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Official Community Plan Amending Bylaw No. 10772 and Zone Amending Bylaw No. 10773, for Lot 2, D.L. 14, ODYD, Plan 1251 located on 551 Glenwood Avenue, Kelowna, BC, be extended from November 13, 2013 to November 13, 2014.

Carried

4. Non-Development Reports & Related Bylaws

4.1. Canyon Creek Partnering Agreement - 5050 McCulloch Road

Staff:

- Displayed a Power Point Presentation summarizing the Agreement and responded to questions of Council.

Moved By Councillor DeHart/Seconded By Councillor Stack

R834/14/11/10 THAT Council authorizes the City to enter into a Partnering Agreement with Seadrift Properties Ltd., Dlanor Developments Ltd., Otto Babichuk, Jomada Ventures Corp., Newport Investments Ltd., 244584 Alberta Ltd., 537584 Alberta Inc., Cher-Ken Holdings Ltd., MJC Development Corporation, Joric Holdings Ltd. and 407904 BC Ltd. in the form attached to the report of the Executive Director of Business Development, dated October 24, 2014;

AND THAT in accordance with Section 21 of the Community Charter, the Mayor and City Clerk be authorized to execute the Partnering Agreement;

AND FURTHER THAT the costs associated with the front ending of the proposed works be referred to the 2015 Capital Budget process.

Carried

4.2. Amended Tourism Signage

Staff:

- Displayed a Power Point Presentation summarizing the amendments and responded to questions of Council.

Moved By Councillor Blanleil/Seconded By Councillor Singh

R835/14/11/10 THAT Council receives, for information, the Report from the Public Works Manager dated October 29, 2014 pertaining to recommended changes to amend Council Policy No. 373 - Tourist Oriented Destination Signs;

AND THAT Council Policy No. 373, Tourist Oriented Destination Signs be revised as outlined in the Report from the Public Works Manager dated October 29, 2014;

AND FURTHER THAT Bylaw No. 11034 being Amendment No. 25 to Traffic Bylaw No. 8120 be forwarded for reading consideration.

Carried

4.2.1. Bylaw No. 11034 - Amendment No. 25 to Traffic Bylaw No. 8120

Moved By Councillor Basran/Seconded By Councillor Singh

R836/14/11/10 THAT Bylaw No. 11034 be read a first, second and third time.

Carried

4.3. Community Sport Delivery Program

Staff:

- Displayed a Power Point Presentation summarizing the Program and responded to questions of Council.

Moved By Councillor Zimmermann/Seconded By Councillor Blanleil

R837/14/11/10 THAT Council receives the report from the Sport & Event Development Manager regarding the development of a Community Sport Delivery Program dated November 5, 2014; AND THAT Council direct staff to implement the Community Sport Delivery Program as outlined in the report dated November 5, 2014;

AND THAT Council approves the use of \$35,500 from the Sport Education Fund as the funding source for the Community Sport Delivery Program;

AND THAT Council approves the transfer of these funds to the PacificSport Regional Sport Centre-Okanagan Society for program administration;

AND FURTHER THAT Council direct staff to report back to Council regarding the success of the program and future direction.

Carried

4.4. Amendment No. 4 to Water Regulation Bylaw No. 10480

Staff:

- Provided a summary of the bylaw amendments.

Moved By Councillor Zimmermann/Seconded By Councillor Basran

R838/14/11/10 THAT Bylaw No. 11022 being amendment No. 4 to the Water Regulation Bylaw No. 10480 be forwarded to Council for reading consideration.

Carried

4.4.1. Bylaw No. 11022 - Amendment No. 4 to Water Regulation Bylaw No. 10480

Moved By Councillor Hobson/Seconded By Councillor Singh

R839/14/11/10 THAT Bylaw No. 11022 be read a first, second and third time.

Carried

4.5. Airport License Agreement - Fortis

Staff:

- Provided a Power Point Presentation summarizing the Agreement.

Moved By Councillor Hobson/Seconded By Councillor Given

R840/14/11/10 THAT Council approve the City entering into a License Agreement with Fortis BC Inc. in order to accommodate Fortis BC Inc's ongoing need to access and expand electrical works on the Airport lands, including those leased by the City from the Federal Government;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete the License Agreement.

Carried

5. Mayor and Councillor Items

Councillors:

- Reflected on their time on Council.

Mayor Gray

- Reflected on his time on Council.

6. Termination

This meeting was declared terminated at 3:35 p.m.

Mayor

/acm



City Clerk

The Statutory Inaugural Meeting of the Municipal Council of the City of Kelowna was held in the Mary Irwin Theatre of the Rotary Centre for the Arts, 421 Cawston Avenue, Kelowna, B.C., on Monday, December 1, 2014.

Council Members in attendance: Mayor-Elect Colin Basran, Councillors-Elect Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge, Brad Sieben, Mohini Singh and Luke Stack.

Staff member in attendance was: City Clerk, Stephen Fleming.

Special Guests in attendance were:

The Honourable Judge Jane Cartwright, MLA Norm Letnick, MLA Steve Thompson, Premier Representative, Becky Harmata, Mayor-Elect Doug Findlater, Former Mayor Walter Gray, Former Councillors Robert Hobson, Andre Blanleil, Ben Lee, School District Trustees, Moyra Baxter and Rolli Cacchioni,

RCMP Superintendant Nick Romenchuk, Inspector Gord Stewart and Constable Kris Clark
KFD Honour Guard: Mike Brownlee and Adam Benson.

Musical entertainment provided by the Kelowna City Band, Deb Stone and Bagpiper Kris Watt.

1. Commencement of Inaugural Ceremony

The Inaugural Ceremony commenced at 7:00 p.m.

2. National Anthem

Deb Stone led the in the singing of the National Anthem.

3. Invocation

Pastor Laurence East offered the invocation on the newly elected Municipal Council.

4. Welcome to Guests

Emcee, Jasmin Doobay, welcomed those in attendance, acknowledged the Special Guests, and read a letter of congratulations from MP Ron Cannon.

5. Introduction of Newly Elected Council

Emcee Jasmin Doobay introduced the in-coming Council.

6. Administration of Oath of Office to Mayor-Elect Colin G. Basran

The Honourable Judge Jane Cartwright administered the Oath of Office to Mayor-Elect Colin Basran and presented him with the Chain of Office.

7. Administration of Oath of Office to Councillors-Elect

The Honourable Judge Jane Cartwright administered the Oath of Office to Councillors-Elect Luke Stack, Gail Given, Maxine DeHart, Mohini Singh, Tracy Gray, Brad Sieben, Ryan Donn and Charlie Hodge.

8. CALL TO ORDER

His Worship Mayor Colin Basran called the meeting to order at 7:23 p.m.

9. Mayor Basran's Inaugural Address

Welcome

Good evening everyone and thank you for joining us on this very special evening. This is an exciting night for the nine of us and it's nice to see that so many people want to share in this moment with us.

In particular, I'd like to thank our spouses and family members, who have been so supportive and allow us this opportunity to be able to give back to the community we all love so much.

New Council

On behalf of Kelowna City Council, it is truly an honour to represent you, the citizens of our great city, for the next four years.

I am blessed with a great team to lead Kelowna through the first ever, four-year term for municipal governments in British Columbia. Congratulations to incumbents Luke Stack, Gail Given, Maxine DeHart and Mohini Singh on your re-election. The five of us work well together and we've set the bar very high after a great three years.

I believe this spirit of cooperation and willingness to get things done will be heightened with the return of Charlie Hodge and the addition of first time Councillors Brad Sieben, Tracy Gray and Ryan Donn.

This is a very diverse leadership group. A true testament to the inclusive and accepting City we are becoming. As unique as we all are, the nine of us have much in common when it comes to the direction and vision for our City. We will certainly disagree at times, but we all believe Kelowna can be a place for everyone.

Previous Council - thank you's

Of course the future success of any council is due in part to the foundation built by those who have served before us. I'd like to take the opportunity to thank four individuals, three of whom are in the audience tonight, who have served our City with pride and whose decisions will positively impact Kelowna for decades to come.

Of course, I'm talking about Walter Gray, Robert Hobson, Andre Blanleil and Gerry Zimmermann, who is in Vancouver today and can't be with us. Thank you for being great leaders, mentors and friends. You may be saying goodbye to Council but we know that you will continue to do impactful work that benefits our province and our City.

Today's historical purchase of the C-N rail corridor and many great projects we hope to see completed in the next four years, like the new downtown waterfront hotel, RCMP detachment and John Hindle Drive connection, have your fingerprints on them as they do of many others who have sat up here on this stage where we are today. Again, we say thank you.

Relationship with staff

One of the most valuable lessons learned from the past three years is the importance of a great relationship between Council and City Staff. It is Council's role to set the direction and vision for our City while allowing staff the opportunity to use their expertise and knowledge to bring about innovative solutions to help make that vision become reality.

I have great confidence in our staff, beginning with City Manager Ron Mattiussi, to keep our organization focused on our objectives. Because a Council that makes timely, informed decisions that are consistent with the vision will make Kelowna an attractive place for investment and possibility.

Economy

And it all starts with being Open for Opportunity - both economically and socially to create a well balanced community. That means focusing not just on the financial health of our residents, but equally on the social, physical and mental health of all, young and old.

In order to build upon our strengthening economy, we must continue to make sure that Kelowna is a place where entrepreneurs can thrive, in particular, small businesses which make up the large majority of the workforce in our city.

That's why we will continue to make sure our Business Tax rate remains among the lowest in the Province.

We must also continue to be connected with industry, Okanagan College, UBC-Okanagan and Interior Health to keep apprised of best practices and work collaboratively to help create the jobs of tomorrow. With our Director of Business Development's retirement only a few weeks away, I can assure you that position will not stay vacant for long and that the City of Kelowna will be pursuing economic and employment opportunities more vigorously than ever.

And our municipally owned, international airport will continue to play a key role. By the end of the month, we should surpass our annual target of 1.6-million passengers, one year earlier than expected. We will pursue routes that strengthen our economic ties to major markets, which also helps the world discover what an amazing place we have here.

In 2015, YLW embarks on a three-year project to expand the baggage hall and further enhance the terminal. The airport is also home to our largest private employer. Property acquisitions in the area will make way for more aviation related business to call Kelowna home and offer employment opportunities for our local workforce.

This Council will continue to be champions for the expansion of the technology and innovation sector in Kelowna, providing well-paying and clean jobs that will attract the best and brightest to our community.

Cutting the ribbon on the new Innovation Centre will be a proud moment for the past and present Council.

And when it comes to positive economic growth, a term you are going to hear used a lot more over the next four years is 'Social Enterprise'. Social enterprises believe that improving the lives of people and bettering the planet are just as important as making a profit. There is a major social enterprise and innovation movement taking place in our City and we look forward to supporting this wherever possible.

Partnerships

Being Open to Opportunity also means Partnerships. We look forward to strengthening our connection with our local M-P, Ron Cannan and our three MLAs, Premier Christy Clark, Steve Thomson and Norm Letnick on local priorities, like we did most recently on fast-tracking John Hindle Drive, connecting Glenmore with UBC-Okanagan and beyond.

But this isn't just about government. The success of the newly built soccer dome behind the H2O Centre has shown us that there are great community organizations in Kelowna with innovative ideas and we are ready to listen. Kelowna is open for economic and social opportunities through partnership.

Development & Planning

When it comes to planning and development, it is all about quality of life, building livable and complete communities. We are blessed with a beautiful natural environment and we have a responsibility to ensure our built environment is the best it can be as well. Making better use of our land by densifying our town centres and encouraging diverse housing options for people of all ages and incomes is a priority.

We must work with developers and builders on new ways to encourage in-fill development where services and amenities are easily accessed.

Downtown has been the focus over the past few years and rightly so as it should be the heart of our City. The heartbeat has returned, so now it's time to focus on attracting investment and initiating capital projects in other parts of our community. Every town centre is unique and we will invest to capitalize on those unique characteristics to create a strong sense of place in each.

And one new area set to emerge and undergo a major transformation is our North End industrial area. A proposed new hotel, the new RCMP detachment, a year-round market, brewery and commercial office space are just some of the projects that will create an amazing mix of uses and help draw people to an area where few currently venture.

Our love of the single-occupant vehicle is well known and not something we should be proud of. Continuing to focus on growth in our urban core will not only benefit the environment, but also encourage better health. We have to make sure our town centres are connected with frequent and reliable transit through continued investment and improvements. Partnering with major employers and institutions on incentive programs to encourage increased transit ridership must also come to fruition after years of discussion.

We will also continue to partner with our City's first carshare program and look forward to seeing it continue to grow. We look forward to working with our Regional partners in the Sustainable Transportation Partnership of the Central Okanagan because transportation is something that should be looked at collaboratively with our neighbouring municipalities.

Further investment in active transportation corridors that are separated from vehicle traffic must also be done wherever possible. That's why Phase 1 of the new north-south cycling corridor along Ethel Street will begin early in the New Year.

And we all know the CN Rail corridor will be a legacy for our community not only for active transportation and tourism but also for mass transit some day in the future. Access to every area of our community via safe, separated active transportation corridors is a goal we must continue to strive for.

In the long term, this Council will have the opportunity to begin working on the newest edition of the Official Community Plan which is expected to begin sometime in 2017 and will include many opportunities for public consultation and input.

Housing

If we want to attract and retain people of all ages in Kelowna, like we plan to, housing must continue to be a priority. When it comes to home ownership, we must work with developers and builders on ways to make it attainable through new forms of housing and changing City policy where needed to encourage it. For example, one of our first public hearings as a new Council will include an application for the first ever freehold or non-stratified townhome project for our city.

Our rental vacancy rate is one of the lowest in the Province. Under moderate growth estimates, our city needs 300 new rental units annually to keep up with demand and right now we aren't even coming close to hitting that target.

But we are seeing more purpose-built rental projects coming forward and continuing with our rental housing grants to offset the cost of development fees will encourage even more. That's why we look forward to working with the local developer who recently purchased the Central Green site, where a large portion of the property is dedicated to purpose-built rental accommodation units.

And we must continue to make sure our community's most vulnerable residents have access to housing. Safe and secure social housing is the first and most important step on any person's journey to recovery. This Council is ready and willing to partner with higher levels of government wherever possible, because mental health and addiction are issues we need to stand together on.

We look forward to seeing ground broken soon on the new Ki Lo Na Friendship Society project for low-income residents and we also look forward to joining our Council colleague, Luke Stack, when his Society of Hope opens the doors to the new Pleasantvale development that will be providing new homes for seniors and families on low incomes. And with a bit more work, we finally hope to see Interior Health and our Regional partners agree to terms on the creation of a much needed Sobering Centre in our community.

We know three things from our experience with providing housing and support for people with needs in our community. First, fear and stigma make these projects very challenging. Second, once they are built even the strongest opponents admit there is very little, if any negative impact on the community. And third and most importantly, people get access to the help they so desperately need.

Leadership is standing up and doing what is right to help all members of our community.

Healthy Community

Partnering with other levels of government and local agencies to address mental health will be a big focus for this Council, as will physical wellness. The Healthy City Partnership collaboration with UBC-Okanagan and the Interior Health Authority will

help all three organizations better understand the relationship between built environments and healthy citizens.

We all know our much loved Parkinson Rec Centre has reached the end of its serviceable life and we look forward to implementing plans and a timeline for a new facility over the course of this term.

As we continue to encourage urban in-fill development, new parks and well designed public spaces will also be needed to complement Robert Hobson's legacy of newly purchased Regional district parks.

Arts & Culture - Creative Economy

The continued growth of Arts and Culture will play a major part in our City's success. The creative economy in Kelowna is much larger than many give it credit for, paying out over \$50-million dollars in wages annually. That's money that finds its way back into our community and helps support our local businesses.

A vibrant arts and cultural community will help draw creative people here, who just might have new and innovative solutions to issues being faced all over the globe.

We as a city will continue to lay the foundation through investment and policy to help the creative economy grow, but we can't do it alone. We are blessed with world-class talent and facilities that are the envy of many municipalities. But these talented artists need your support. Over the past three years, I've had the opportunity to take in shows and exhibitions that in many cases are free or cost very little. I am absolutely blown away by the quality of artists and performers we have in Kelowna and I know you will be too. I envision a future where our arts and our emerging tech communities collide and collaborate and create in ways we cannot imagine today.

Budget

One of the first orders of business for this new Council will be to approve the 2015 budget. This Council is committed to running City Hall and our civic operations as effectively as possible. Tough decisions will need to be made as our community continues to grow, along with the demand for increased services. But controlling expenditures and operational efficiency is only one dimension. It is imperative that we also build up and maintain healthy reserves and reinvest in our physical and social infrastructure.

Public Safety remains of the utmost importance and as our population increases, so too does our responsibility to keep you all safe. That means planning for and approving new capital projects like the much needed RCMP detachment.

So for the very first time during the upcoming budget presentation, public safety capital projects will fall under a new 'Protective Services' levy, which includes future Fire Protection capital projects. It will also be important to clearly acknowledge our infrastructure investment from our operational requirements. We must reinvest in our community.

And further changes could be coming to the way our award winning finance department does business, as a financial systems review will be done to ensure best practices are being maintained and our City continues to be the envy of other municipalities.

Enterprise Kelowna

And what's really exciting is that over the next four years, our City will continue to look for innovative ways to generate revenue outside of taxation and user fees - through an entity called Enterprise Kelowna.

This unit will begin work this coming spring. We as a city should be thinking and acting like entrepreneurs in our own right and revenue generated through Enterprise Kelowna and our City's investments will help offset costs for increased services and amenities as our community grows.

Committees - Communication - Engagement

Although we as Kelowna City Council are entrusted to make decisions on behalf of our City's residents, we do not intend to do this alone. We will listen. We value your input and will continue to engage you through traditional means and look for new ways to get your feedback as we move our city forward together in a transparent manner. Research, previous experience and best practices inform which communication channel - or combination of channels - is most convenient and effective to engage with residents and businesses.

I would like to take this opportunity to thank those in our community who have participated on our various City Committees over the past three years. Those same committees will continue into this term, and over the coming weeks I will be appointing Council liaisons and we will be looking for another enthusiastic group of volunteers to carry on the great work.

In one small change and to encourage more participation from the younger residents of our community, I will ask Council to support my desire to have each City Committee be required to have one member between the ages of 18-25, so that we can start mentoring the next leaders of Kelowna.

And on that note, I will take a moment to announce the members of Council who will be representing you at the Regional District of the Central Okanagan. They are as follows:

Regional District Directors:

**Colin Basran
Luke Stack
Gail Given
Maxine DeHart
Brad Sieben
Tracy Gray**

Alternates:

**Mohini Singh
Ryan Donn
Charlie Hodge**

I want to thank you all again for joining us here tonight. We are really excited to get to work. We are a diverse group but we have a lot in common, most importantly that we all love our City and we put our names forward because we want to make a positive difference in our community.

We have a lot of work to do and many big projects to finish; We believe in our mandate to continue to move forward. It's not about political promises, it is about leadership, vision and good governance.

If we make informed and timely decisions that are consistent with this vision, it will instill confidence in our community that will resonate across the province and the country, that Kelowna truly is a place for everyone.

That Kelowna is a City we can all be proud of.

Thank you.

10. Regional District Appointments 2015/16/17/18

His Worship Mayor Colin Basran presented the Regional District Appointments for 2015 through 2018.

Moved by Councillor Stack/Seconded by Councillor Given

ST841/14/12/01 THAT the Regional District appointments for the City of Kelowna be as follows:

	<u>Appointees</u>	<u>Alternates</u>
<u>REGIONAL DISTRICT OF CENTRAL OKANAGAN BOARD OF DIRECTORS</u>	Mayor Colin Basran Councillor Luke Stack Councillor Gail Given Councillor Maxine DeHart Councillor Brad Sieben Councillor Tracy Gray	Councillor Mohini Singh (1 st) Councillor Ryan Donn (2 nd) Councillor Charlie Hodge (3 rd)

Carried

11. Gift Presentation to Outgoing Council

His Worship Colin Basran presented a gift of appreciation to former Mayor Walter Gray, and to former Councillors Robert Hobson and Andre Blancheil.

12. Invitation to Reception

His Worship Colin Basran invited the guests in attendance to join members of Council for light refreshments.

13. Termination

The meeting was declared terminated at 7:48 p.m.

Certified Correct

Mayor

/acm

City Clerk

Report to Council



Date: December 3, 2014

Rim No. 0610-53

To: City Manager

From: L. Roberts, Manager, Community & Neighbourhood Services

Subject: 2014-12-03 Civic Awards Nomination Period Report to Council

Report Prepared by: Amber Gilbert, Recreation Technician, Active Living & Culture

Recommendation:

THAT Council receives, for information, the report from the Manager, Community & Neighbourhood services dated December 3, 2014, which outlines the Civic & Community Award categories and nomination period.

Purpose:

To announce the nomination period for the 40th Annual Civic & Community Awards.

Background:

The City of Kelowna's Annual Civic & Community Awards is overseen by a Steering Committee made up of members of the community and a representative from City Council. The Steering Committee provides direction to its various subcommittees including; Nominating Committee, Sports Committee, Arts Selection Committee, Civic Selection Committee and Environment Selection Committee.

The award ceremony and celebration is held in recognition of outstanding achievements and contributions that have had a direct benefit on the city of Kelowna.

The nomination period for the 40th Annual Civic & Community Awards commenced on Monday December 1, 2014, and remains open until noon on Friday, February 13, 2015.

Nomination forms and category criteria are available on the City's website, with hard copy forms available at City Hall, the Parkinson Recreation Centre and all city libraries.

Individuals have the option to submit their nominations on-line and/or by e-mail, through kelowna.ca/residents. Submissions can also be made in person at the Parkinson Recreation Centre.

There are two additional awards that are part of the annual event, however, not part of the nomination call. The Anita Tozer Memorial Award, selected by City Council, is awarded to an individual or group in recognition of an extraordinary and positive contribution to the quality of life in Kelowna. The Augie Ciancone Memorial Award, selected by School District #23 and the Okanagan Central Schools Athletic Association, recognizes male and female high school athletes of the year.

The 40th annual awards night will be held on Thursday, April 30, 2015, at the Kelowna Community Theatre. To honour the anniversary of this special award year, there are some exciting plans underway. This includes taking a step down memory lane at the awards night and holding the Mayor's Reception the week prior, to celebrate all the finalists.

The award recipients are further recognized all year long with their names on an individual name plate and placed in Jim Stuart Park. At the conclusion of the next year's Civic Awards event the name plates will be replaced with the current award recipients and the name plates removed will be given to the past recipients as a keepsake.

Award categories and 2013 recipients include:

Categories	2013 Recipients
Bob Giordano Memorial (Volunteer Coach/Sport Admin. of the Year)	Dino Gini
Bryan Couling Memorial, Athletic Team of the Year	Kelowna Christian School, Boys Senior Basketball team
Male and Female Athlete of the Year Awards	Alex Hart and Keely Watts-Watling
Young Male and Female of the Year Awards	Jonathan Charlton and Pauline Schrott
Teen Honour and Honour in the Arts Awards	Mandy Jong and Glenna Turnbull
Champion for the Environment Awards, Individual and Business	Judie Steeves and House of Rose Winery
The Central Okanagan Foundation Volunteer Organization of the Year Award	Freedom's Door
Sarah Donalds Treadgold Memorial Woman of the Year Award and the Fred Macklin Memorial Man of the Year Award	Rose Sexsmith and Sean Pihl
Corporate Community of the Year Awards, Small to Medium and Large Businesses	Mavazi Apparel and Cooper's Foods, Rutland

Internal Circulation: Divisional Director Active Living & Culture; Communications Advisor

Communications Comments: Communication & Information Services to distribute news releases and media packages.

Considerations not applicable to this report:

Legal/Statutory Authority

Legal/Statutory Procedural Requirements

Existing Policy

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

Submitted by:

A handwritten signature in black ink, appearing to read 'L. Roberts', with a stylized, cursive script.

L. Roberts, Manager, Community & Neighbourhood Services

Approved for inclusion: J. Gabriel, Divisional Director, Active Living & Culture

Attachments:

PowerPoint Presentation - 40th Annual Civic & Community Awards Nomination Period

cc: Divisional Director, Communications & Information Services

40th ANNUAL CIVIC & COMMUNITY AWARDS

Recognizing those who serve our community



THE CITY OF KELOWNA'S CIVIC & COMMUNITY AWARDS

- ▶ *Recognizing and celebrating individuals, businesses and organizations for their volunteerism and outstanding achievements.*
- ▶ *Making a significant contribution to our community in the year 2014.*



BOB GIORDANO MEMORIAL

- ▶ Awarded to an individual who has made significant contributions to Kelowna through voluntary service to amateur sport
- ▶ Contributions may include coaching or administrative support



BRYAN COULING MEMORIAL ATHLETIC TEAM OF THE YEAR

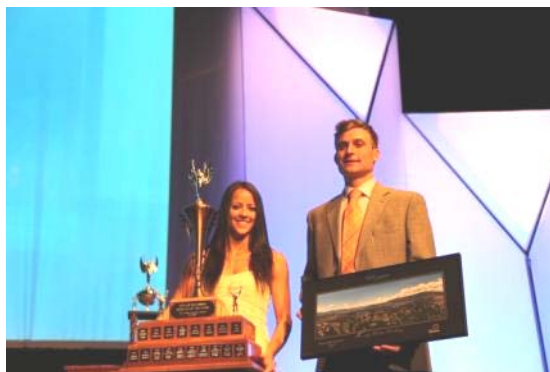
Sponsored by: Grant Thornton

- ▶ Awarded to a Kelowna based sports team (amateur or professional) who brought the greatest amount of recognition to Kelowna in 2014



MALE & FEMALE ATHLETE OF THE YEAR

- ▶ Awarded to a male and female athlete (amateur or professional) who brought the greatest amount of recognition to Kelowna in 2014



YOUNG MALE & FEMALE VOLUNTEER OF THE YEAR AWARDS

Sponsored by: YMCA of Okanagan

- ▶ Awarded to a young male and young female, in recognition of their overall outstanding voluntary contribution to the city of Kelowna
- ▶ Nominees must be between the ages of 13 and 19 as of Dec. 31, 2014



HONOUR IN THE ARTS

Sponsored by: Prospera Credit Union

- ▶ Awarded to a teen and an adult who have made outstanding contributions to Kelowna through cultural and/or artistic efforts
- ▶ All teen nominees must be between the ages of 13 and 19 as of Dec. 31, 2014



VOLUNTEER ORGANIZATION OF THE YEAR AWARD

Sponsored by:
THE CENTRAL OKANAGAN FOUNDATION

- ▶ Awarded to a volunteer organization that has provided outstanding community services, with direct benefits to the city of Kelowna



FRED MACKLIN & SARAH DONALDA TREADGOLD MEMORIALS

MAN & WOMAN OF THE YEAR AWARDS
Sponsored by: FORTISBC

- ▶ Awarded to a man and woman in recognition of their overall outstanding voluntary contributions to the city of Kelowna



CORPORATE COMMUNITY of the Year AWARD

Sponsored by:

Kelowna Community Resources

- ▶ Awarded to a Small/Medium Business and a Large Business, that has provided outstanding support for employee volunteerism in addition to financial contributions and initiatives with direct benefits to the city of Kelowna



Champion for the Environment

Sponsored by:

Best Western Plus, Kelowna Hotel & Suites

- ▶ Awarded to an Individual and a Business whose actions and achievements have shown outstanding environmental leadership or innovative environmental contributions, with direct benefits to the city of Kelowna



COMPLETING THE NOMINATION FORM

- ▶ Selections are based on achievements and contributions in 2014
- ▶ Past information may be included, but the focus should be on the current award year
- ▶ Award Selections are based on the information provided in the nomination package



NOMINATION PERIOD

- ▶ Nomination period:
 - ▶ Dec. 1 - Feb. 13, 2015
- ▶ All nomination forms and info available on-line, www.kelowna.ca/residents
- ▶ Three easy ways to nominate:
 - 1) Online submission
 - 2) Email
 - 3) Drop-off at the Parkinson Rec. Centre

Special Thanks to our Generous Category Sponsors:



Kelowna Hotel & Suites



40th ANNUAL CIVIC & COMMUNITY AWARDS

**Thursday April 30, 2015
Celebrated at the
KELOWNA COMMUNITY
THEATRE**

REPORT TO COUNCIL



Date: November 18, 2014

RIM No. 0940-50

To: City Manager

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

Application: OCP14-0016 & Z14-0031 **Owner:** Stanley & Darlene Vereb

Address: 860 Glenwood Avenue **Applicant:** Stanley Vereb

Subject: Development Variance Permit

Existing OCP Designation: S2RES - Single / Two Unit Residential

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

Existing Zone: RU6 - Two Dwelling Housing

Proposed Zone: RM1 - Four Dwelling Housing

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP14-0016 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Lot 22, Section 19, Township 26, ODYD, Plan 700, located at 860 Glenwood Avenue, Kelowna, BC from the S2RES - Single / Two Unit Residential designation to the MRL - Multiple Unit Residential (Low Density) designation NOT be considered by Council;

AND THAT Rezoning Application No. Z14-0031 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 22, Section 19, Township 26, ODYD, Plan 700, located at 860 Glenwood Avenue, Kelowna, BC from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone NOT be considered by Council;

AND FURTHER THAT the OCP and Zone Amending Bylaws NOT be forwarded to a Public Hearing for further consideration

2.0 Purpose

To consider a staff recommendation **NOT** to amend the Future Land Use designation or rezone the subject property in order to permit a triplex.

3.0 Urban Planning

Urban Planning does not support the proposed OCP redesignation and rezoning proposal.

The subject property has a land use designation of Single / Two Unit Residential (S2RES) in the current Official Community Plan (OCP) and is zoned RU6 (Two Dwelling Housing). It is within the Character Neighbourhood Development Permit Area and requires a Comprehensive Development Permit as it is seeking rezoning to multiple unit residential.

The application seeks to rezone to Four Dwelling Housing (RM1) and change the Future Land Use designation to Multiple Unit Residential (Low Density) (MRL) to accommodate the existing triplex on the property. The MRL land use designation permits RM1 zoning; however, the subject property is in an area where the MRL designation is currently limited to properties fronting on arterial or major collector roads. Although the OCP allows consideration of multiple unit dwellings in Character Areas, this application is not in keeping with the policy intent. The proposed use is not consistent with the Future Land Use designation (Objective 5.22, Policy .5 - Multi Unit in Character Areas). Redevelopment that reflects the existing character of the neighbourhood would be supported (Objective 5.22, Policy .6 - Sensitive Infill), but in general allowing individual multiple unit residential uses to establish in single family residential neighbourhoods erodes the character of those area.

4.0 Proposal

4.1 Background

A new home with a secondary suite was constructed on the property in 2005. In 2009, a bylaw enforcement file was opened to investigate allegations of an additional suite. A letter was sent to the owner early this year to decommission one of the three dwelling units or apply for the necessary applications to legalize the three dwelling units. The owner choose to attempt to legalize the three dwelling units.

4.2 Site Context

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 - Two Dwelling Housing	Residential
East	RU6 - Two Dwelling Housing	Residential
South	P1 - Major Institutional	Institutional
West	RU6 - Two Dwelling Housing	Residential

Subject Property Map: 860 Glenwood Ave



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM1 ZONE REQUIREMENTS	PROPOSAL
Site Details		
Lot Area	700 m ²	569 m ²
Lot Width	20 m	15.3 m
Lot Depth	30 m	37.4 m
Site Coverage Buildings	Max 40 %	32.2 %
Site Coverage Buildings, Driveways and parking	Max 50 %	48.6 %
Front Yard	Min 4.5 m	8.7 m
Side Yard (east)	Min 2.5 m	2.5 m
Side Yard (west)	Min 2.5 m	2.5 m
Rear Yard	Min 7.5 m	8.7 m
Height of buildings/number of storeys	Max 9.5m / 2½ Storeys	7.5 m / 2 stories
Floor Area Ratio	Max 0.6	0.55
Number of on-site parking stalls	Min 5	Min 5
Private Open Space	Min 75 m ²	Min 87.8 m ²

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

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

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

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- A separate mechanical room will be required which is not shown
- Range hood above the stove and the washroom to vent separately to the exterior of the building. The size of the penetration for this duct thru a fire separation is restricted by BCBC 06, so provide size of ducts and fire separation details at time of Building Permit Applications.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

See Attached

6.3 Fire Department

Requirements of section 9.10.19 Smoke Alarms of the BCBC 2012 are to be met. Fire Department access is not from the lane to the north. Additional visible address' are required on Glenwood Ave.

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

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

7.0 Alternate Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP14-0016 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Lot 22, Section 19, Township 26, ODYD, Plan 700, located at 860 Glenwood Avenue, Kelowna, BC from the S2RES - Single / Two Unit Residential designation to the MRL - Multiple Unit Residential (Low Density) designation be considered by Council;

AND THAT Rezoning Application No. Z14-0031 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 22, Section 19, Township 26, ODYD, Plan 700, located at 860 Glenwood Avenue, Kelowna, BC from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone be considered by Council;

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

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

8.0 Application Chronology

Date of Application Received: July 25th 2014
Date of Public Consultation: May 29th 2014

Report prepared by:

Adam Cseke, Urban Planner

Reviewed by: ☐ Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion: ☐ Ryan Smith, Urban Planning Manager

Attachments:

Subject Property Map

Development Engineering Memo

Schedule 'A'

- Site Plan / Landscape Plan
- Floor Plans
- Conceptual Elevations
- Context/Site Photos



CITY OF KELOWNA

MEMORANDUM

Date: August 5, 2014
File No.: Z14-0031

To: Urban Planning Department (AC)

From: Development Engineering Manager

Subject: 860 Glenwood Ave

RU6 to RM1

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

1. Domestic Water and Fire Protection

The subject property is currently serviced with a 19mm water service. The developer will need to determine the domestic and fire protection requirements of this proposed development. Only one service/lot will be permitted for this development. The applicant, at his cost, will arrange for the disconnection of existing service and the installation of a new service. **The disconnection of the existing small diameter water service and the tie-in of a larger new service can be provided by City forces at the developer's expense.** One metered water service will supply both the main residence and the suite.

The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades. For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

2. Sanitary Sewer

The subject property is currently serviced with a 100mm substandard sanitary service. **The replacement of the existing sanitary service can be provided by City forces at the developer's expense. The applicant will be required to sign a Third Party Work Order for the cost of the sanitary service upgrades.** For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

3. Road Improvements

- (a) Glenwood Ave must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, sidewalk, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$8,922.00** not including utility service cost

- d) Only the service upgrades must be completed at this time. The City wishes to defer the upgrades to Glenwood Ave fronting this development. Therefore, cash-in-lieu of immediate construction is required and the City will initiate the work later, on its own construction schedule.

Glenwood Ave

Item	Cost
Drainage	\$2,465.00
Curb &Gutter	\$1,619.00
Sidewalk	\$2,381.00
Street Lighting	\$ 514.00
Landscape Boulevard	\$ 572.00
Road Fillet	\$1,372.00
Total	\$8,922.00

4. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits.

Carriage house driveway access is permitted from the lane only.

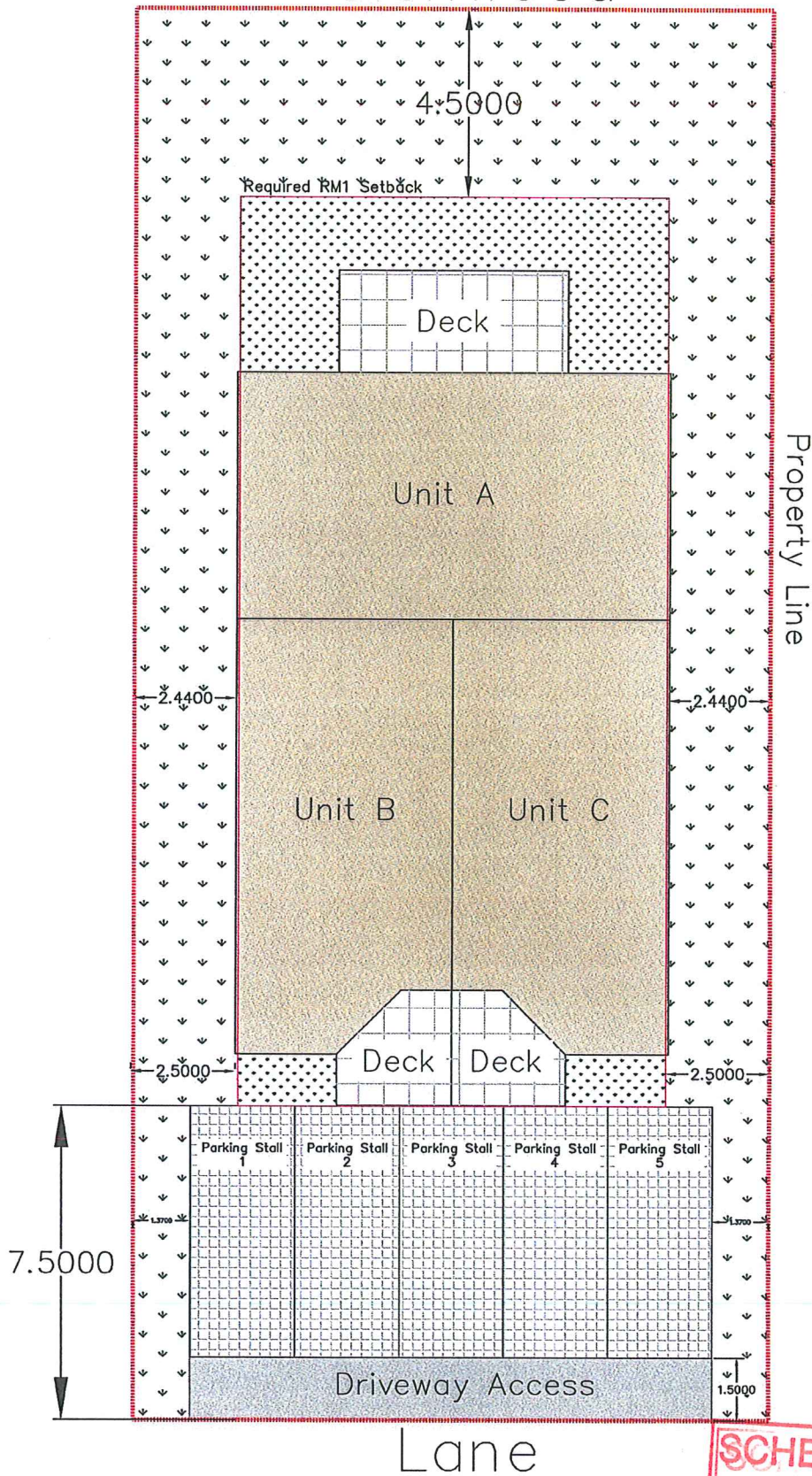
5. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

Glenwood



Lane

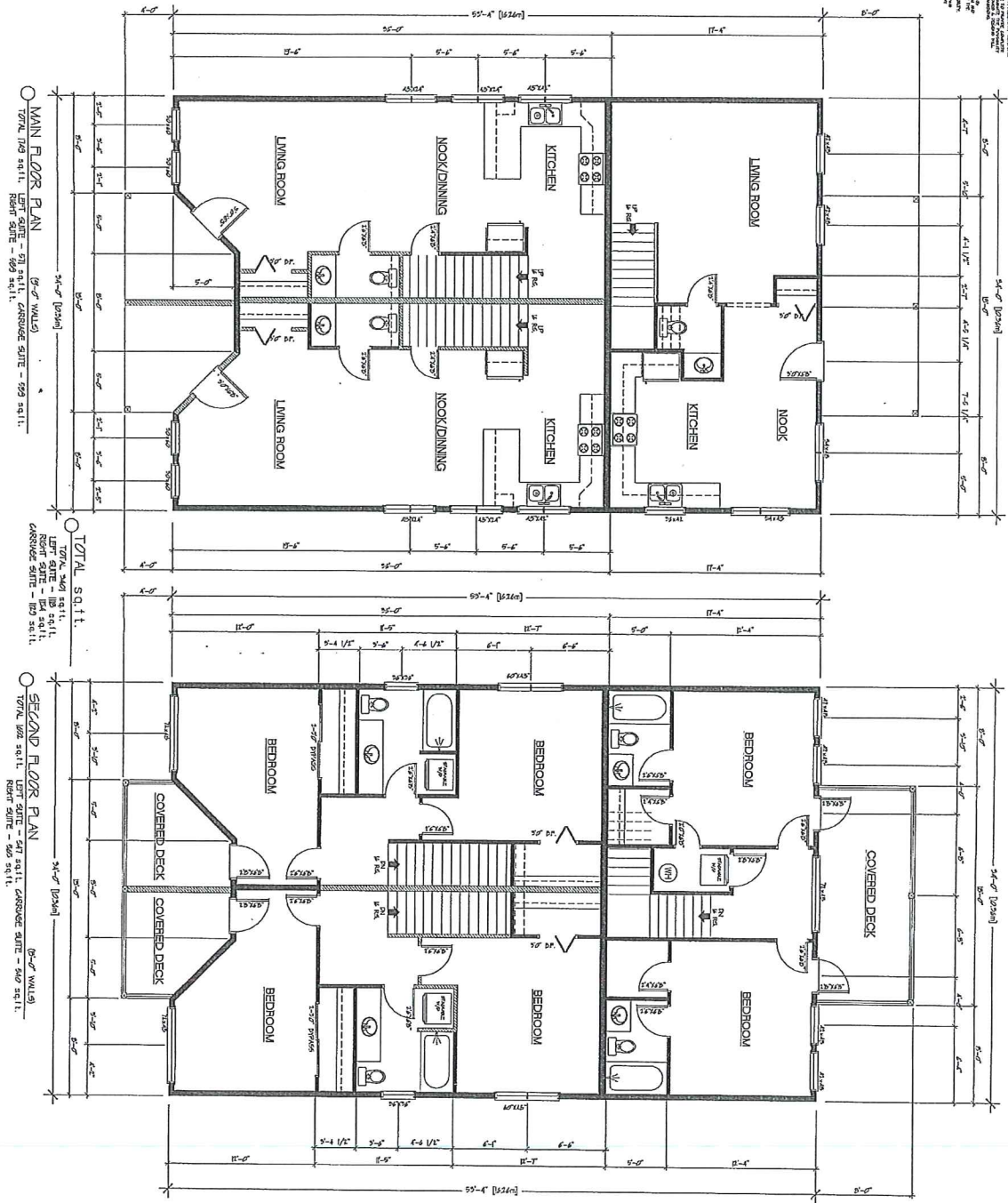

NEW TOWN
URBAN PLANNING
250 • 860 • 8185
www.newtownservices.net

860 Glenwood Ave.

DATE: June 20, 2014
SCALE: 1:100

SCHEDULE A
This forms part of development
Permit # OC P14-0016 / R14-0031

GENERAL NOTES:
 1. THE OWNER IS RESPONSIBLE FOR THE DESIGN OF THE PROJECT.
 2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PROJECT.
 3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PROJECT.
 4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PROJECT.
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 10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE PROJECT.

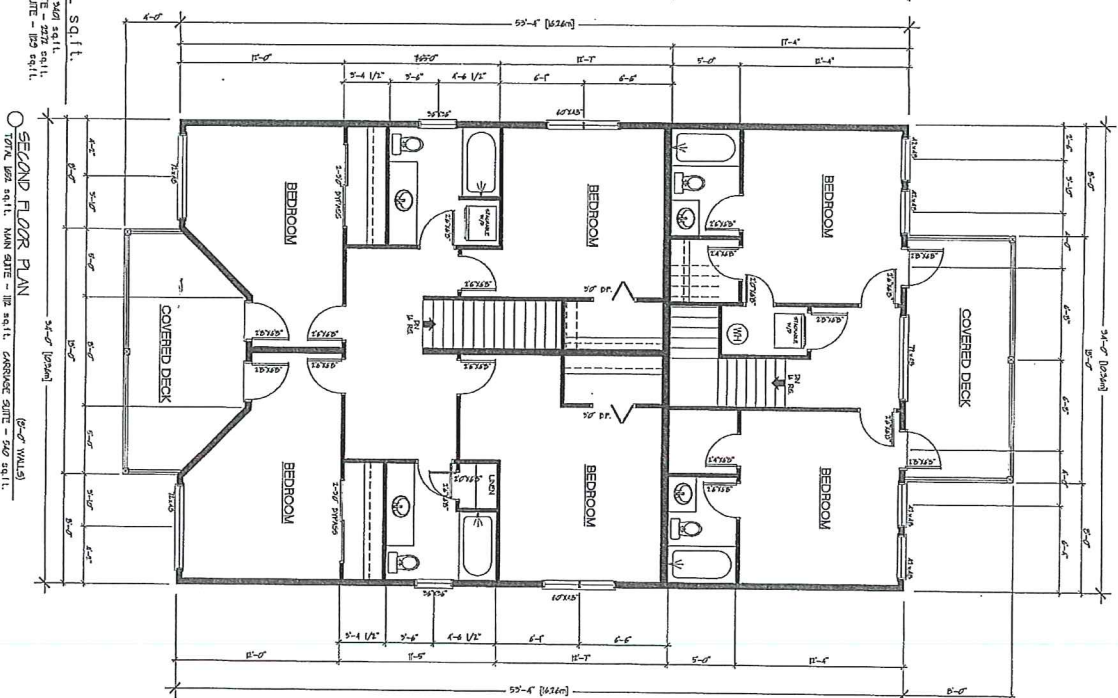
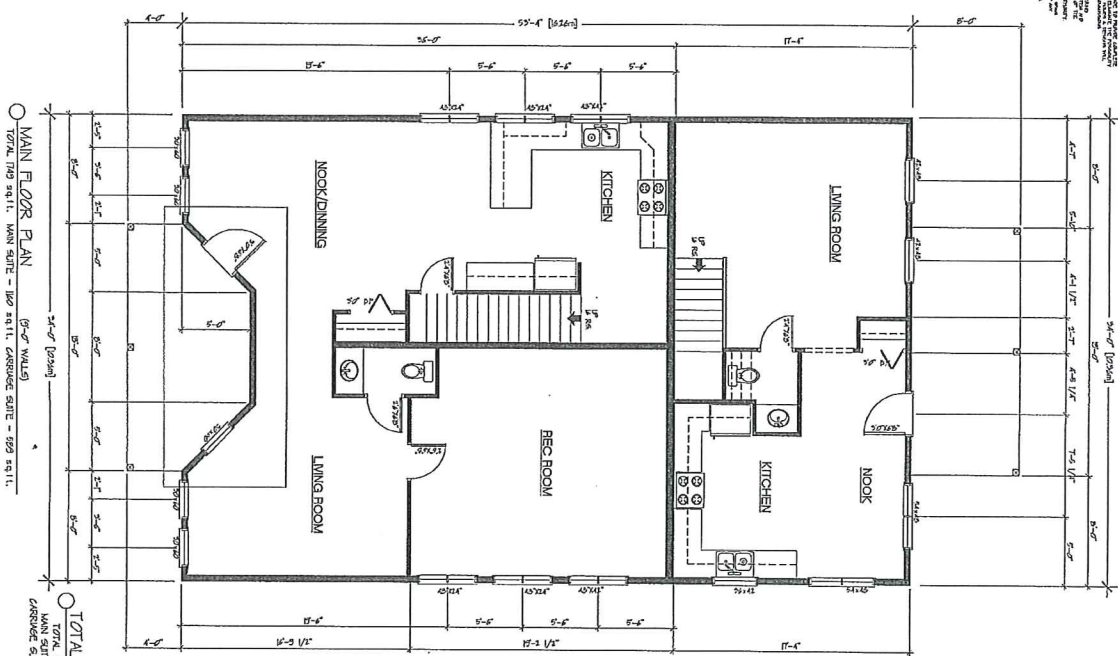


PROJECT NO.	TANRYE HOMES AND DESIGN 1000 S. 10th Ave. VANCOUVER, BC (604) 684-9384	TANRYE Homes and Designs 2868 Safish Road Westbank, BC (250) 864-8784 tanryehomesanddesigns@shaw.ca	PROJECT TITLE FLOOR PLAN	SCALE 3/16"=1'-0"
STREET ADDRESS				DATE 3/16/10
				SHEET NO. 2

SCHEDULE - A
 This forms part of development
 Permit # CP14-0016 / ZH-0031

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES ARE TO BE DETERMINED BY THE OWNER.
3. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
4. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES.
5. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL.
6. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY FLOODING.
7. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY WETLANDS.
8. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCES.
9. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC RESOURCES.
10. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHAEOLGICAL RESOURCES.

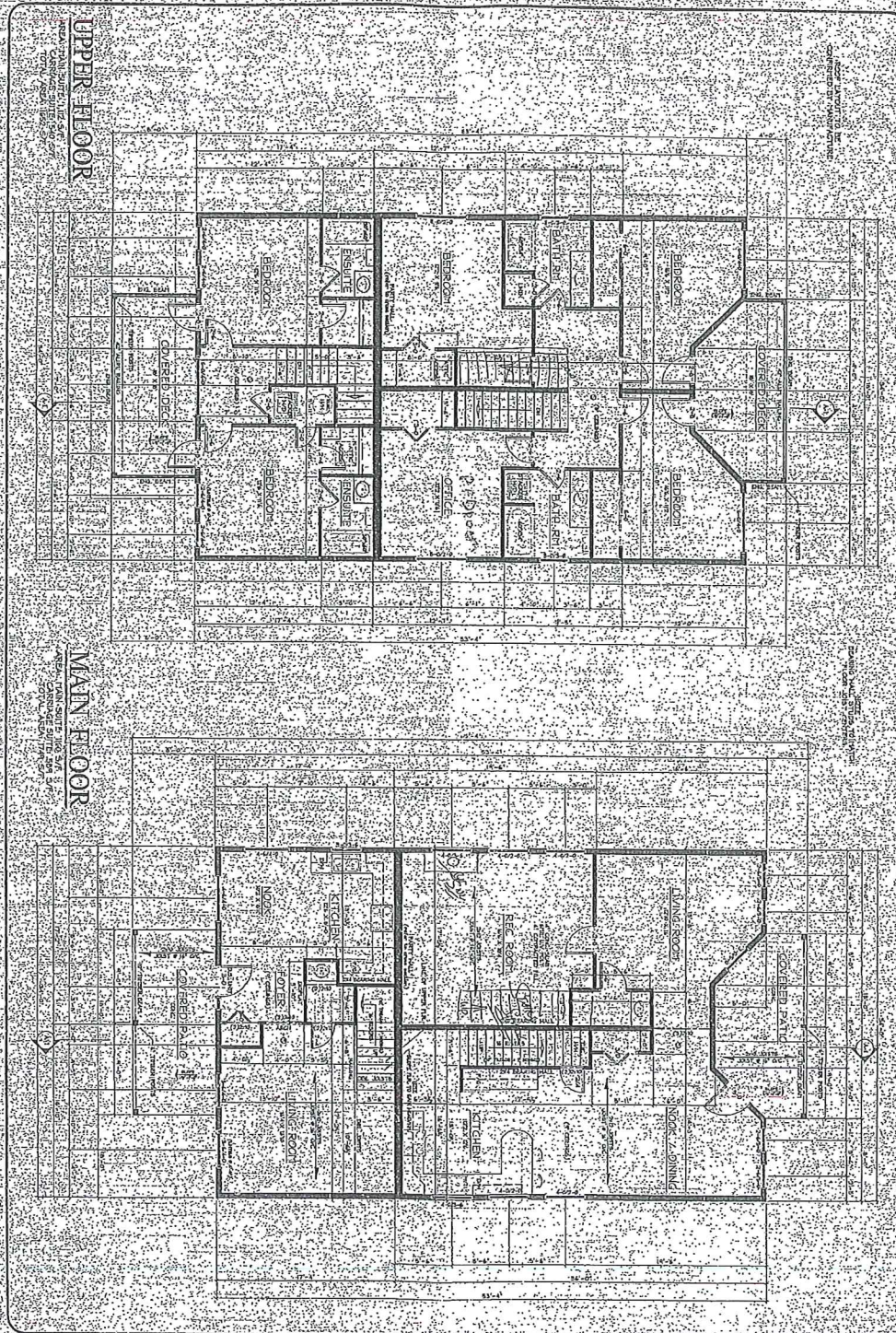


PROJECT No.	TANRYE HOMES AND DESIGN 2869 Sals Road Westbank, BC (250) 864-8784	PROJECT TITLE	SCALE 3/16"=10'
STREET ADDRESS	TANRYE Homes and Designs 2869 Sals Road Westbank, BC (250) 864-8784 tanryehomesanddesigns@shaw.ca	SHEET TITLE	SHEET No. 1
		FLOOR PLAN	

SCHEDULE 'A'

This forms part of development

Permit # OCPI4-0066/214-0031

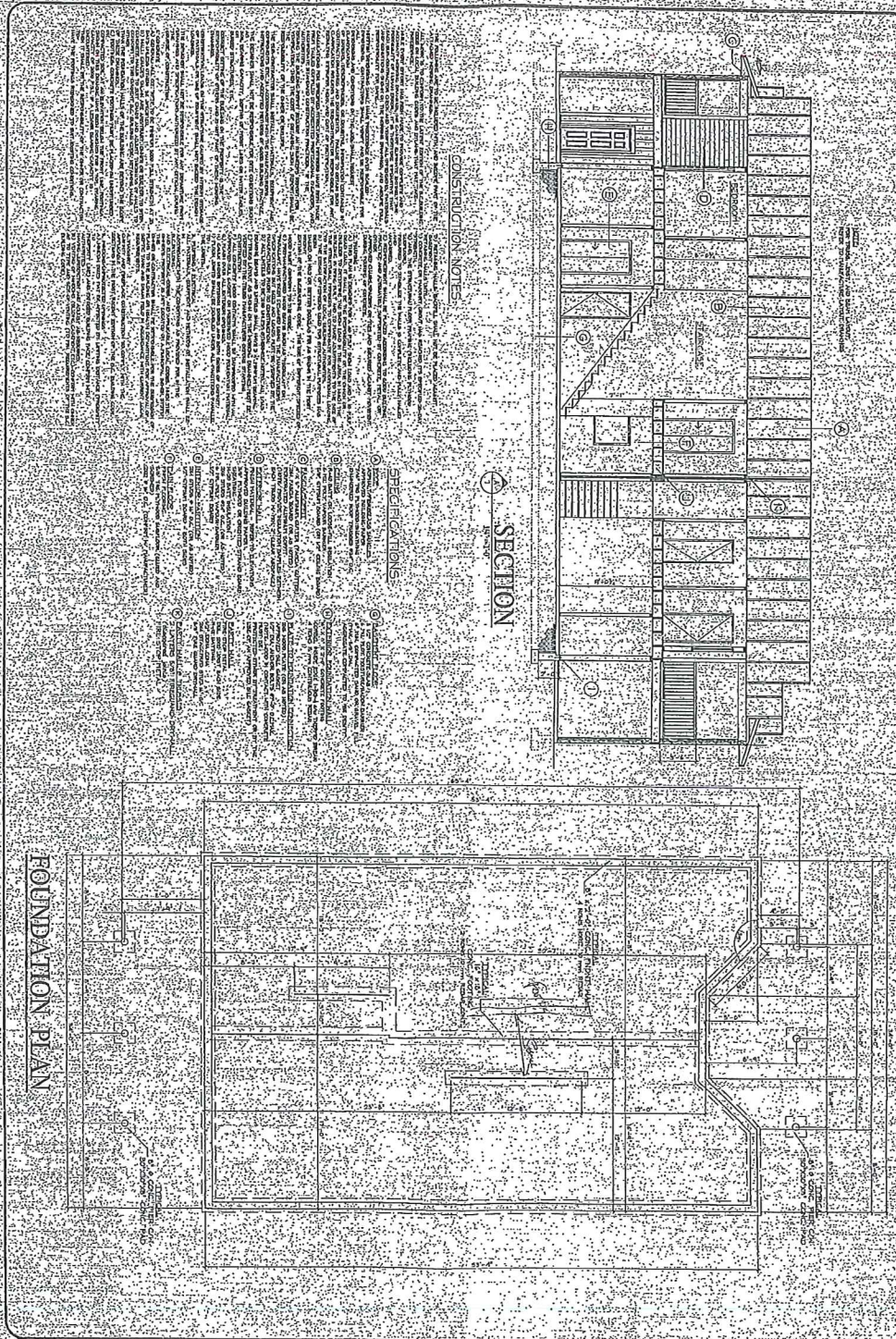


PAGE A-3 <small>OF 1 SHEET</small>	PROJECT LOT 22, GLENWOOD AVE <small>1/2 AC. 20' x 120' 0"</small>	DATE (NOV. 7/2008) SCALE (5/8" = 1'-0") <small>1" = 12'-0"</small>	CLIFF ROUSSEL CONSTRUCTION - LTD. <small>PH: 603.7555</small>	PETERSEN DRAFTING & DESIGN <small>PH: 603.320-8531</small>
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SCHEDULE "A"
 This forms part of development
 Permit # **OLP14-00161-R-7-14-001**

24X

24X

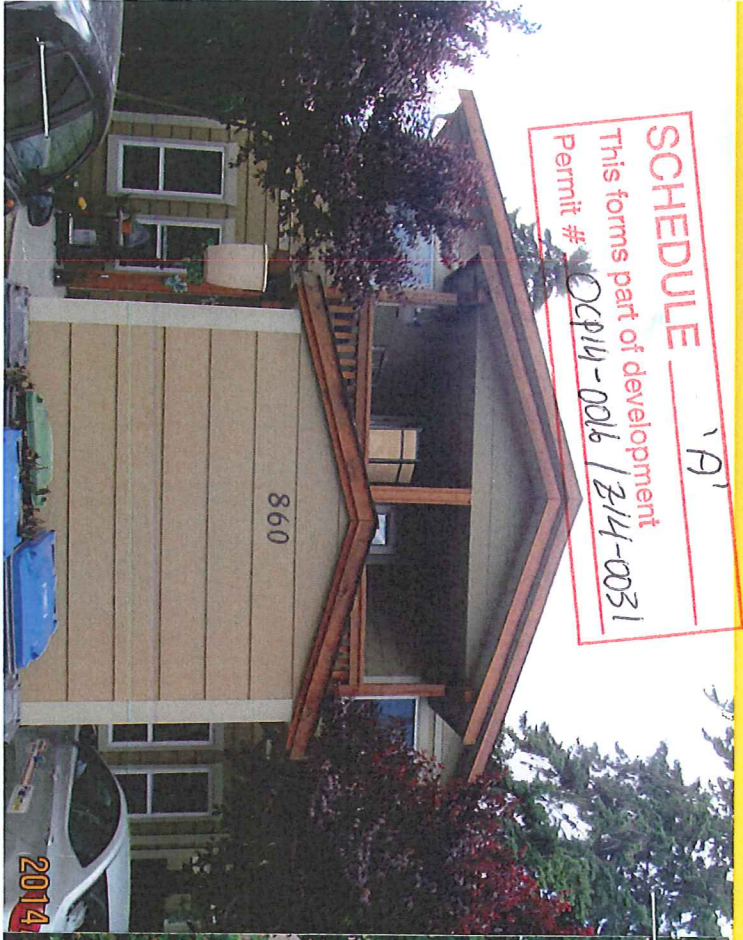


PROJECT A-2 CLIFF ROUSSEL	PROJECT LOT 22 GLENWOOD AVE CLIFF ROUSSEL	DATE: NOV 7/2004 SCALE: 1/4" = 1'-0"	CLIFF ROUSSEL CONSTRUCTION LTD. 280-607-7555	PETERSEN DRAFTING & DESIGN 280-607-7555
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SCHEDULE 'A'
This forms part of development
Permit # CCP4-0016/Z14-0031



SCHEDULE 191
 This forms part of development
 Permit # OC914-006 / 214-0031



REPORT TO COUNCIL



Date: November 26, 2014

RIM No. 1250-30

To: City Manager

From: Subdivision, Agriculture & Environment Department (LB)

Application: OCP14-0020 / Z14-0037 **Owner:** No 21 Great Projects Ltd., Inc. No. 355991

Address: 5000 Gordon Drive **Applicant:** Crystal Lloyd

Subject: 2014-11-26 Report - OCP14-0020 Z14-0037 - 5000 Gordon Dr

Existing OCP Designation: S2RESH - Single / Two Unit Residential - Hillside
MRC - Multiple Unit Residential - Cluster Housing
PARK - Major Park / Open Space

Proposed OCP Designation: S2RESH - Single / Two Unit Residential - Hillside
PSU - Public Services / Utilities

Existing Zone: A1 - Agriculture 1

Proposed Zone: RU2h - Medium Lot Housing (Hillside Area)
P4 - Utilities

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP14-0020 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of part of The South 1/2, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118, located on 5000 Gordon Drive, Kelowna, BC from the S2RESH - Single / Two Unit Residential - Hillside designation to the PSU - Public Services / Utilities designation, from the PARK - Major Park / Open Space designation to the S2RESH - Single / Two Unit Residential - Hillside designation, from the MRC - Multiple Unit Residential - Cluster Housing designation to the S2RESH - Single / Two Unit Residential - Hillside designation, and from the MRC - Multiple Unit Residential - Cluster Housing designation to the PSU - Public Services / Utilities designation, as shown on Map "A" attached to the Report of the Subdivision, Agriculture & Environment Department, dated November 26, 2014, be considered by Council;

AND THAT Council considers the Public Hearing public process to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Subdivision, Agriculture & Environment Department, dated November 26, 2014;

AND THAT Rezoning Application No. Z14-0037 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of part of The South 1/2, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638,

EPP12863, EPP15721, EPP18670 and EPP22118, located on 5000 Gordon Drive, Kelowna, BC from the A1 - Agriculture 1 zone to the RU2h - Medium Lot Housing (Hillside Area) and P4 - Utilities zones, as shown on Map "B" attached to the Report of the Subdivision, Agriculture & Environment Department, dated November 26, 2014, be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment Bylaw and the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

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

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 being completed to the satisfaction of the Development Engineering Manager.

2.0 Purpose

To consider an Official Community Plan Amendment and Rezoning application to amend the Future Land Use designations and rezone portions of the subject property to facilitate the development of a single family residential subdivision.

3.0 Subdivision, Agriculture & Environment Services

Staff support the proposal to amend the Future Land Use designations and Rezone portions of the subject property for Phase 4 of The Ponds development. The applicant has submitted a preliminary subdivision layout for review and this application is intended to align the OCP designations and zoning with the proposed lot layout, as well as to better respect the site's topography. The proposal is sensitive to the hillside areas and will facilitate the necessary public utilities on the property.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by directly contacting neighbouring properties. As staff understand it, no major concerns were identified during this consultation. To date, staff have not been contacted with any questions or concerns regarding this application.

OCP Amendments

The applicant is seeking to amend the OCP Future Land Use designation on portions of the subject property to improve connectivity with adjacent properties and reflect the site's topography and developable areas. The change from the S2RESH - Single / Two Unit Residential - Hillside (S2RESH) designation to the PSU - Public Services / Utilities (PSU) designation in the north portion is to accommodate a storm retention pond in the gulley east of the existing Frost Reservoir. Much of the area currently designated MRC - Multiple Unit Residential - Cluster Housing (MRC) has steep slopes of 30% or more and will not be developed; therefore, the amendment is to change this area to PSU with connections to the existing park and Public Services / Utilities land to the west. The remaining portion currently designated MRC will be amended to S2RESH so that all of Phase 4 will be developed as single family residential lots.

The other amendments to Future Land Use designations along the south part of the subject portion of the property reflect the proposed lot layout as well as the future road alignments of Clarence Avenue and South Crest Drive.

Rezoning

The rezoning requests are consistent with the proposed OCP Future Land Use amendments on this portion of the subject property. The area zoned P4 - Utilities will align with the PSU designation in the northwest portion. The RU2h - Medium Lot Housing (Hillside Area) zone is in keeping with the S2RESH designation and will allow the creation of approximately 40 single family residential lots. This type of development will be sensitive to the hillside topography and will be integrated with the surrounding single family residential developments zoned RU1h - Large Lot Housing (Hillside Area).

4.0 Proposal

4.1 Background

The subject property is located in the City's Southwest Mission Sector and is Phase 4 of The Ponds development. This forms part of the Neighbourhood 3 Area Structure Plan, which was finalized in 2007 under the larger Southwest Okanagan Mission Sector Plan. The Ponds is a predominantly single family residential development with a commercial centre and low and medium density residential development around the intersection of Gordon Drive and Frost Road. Residential development in Phases 1 through 3 of The Ponds was approved through previous development applications.

Phase 4 is intended to create approximately 40 single family residential lots that are sensitive to the site's sloped topography under the proposed RU2h - Medium Lot Housing (Hillside Area) zone.

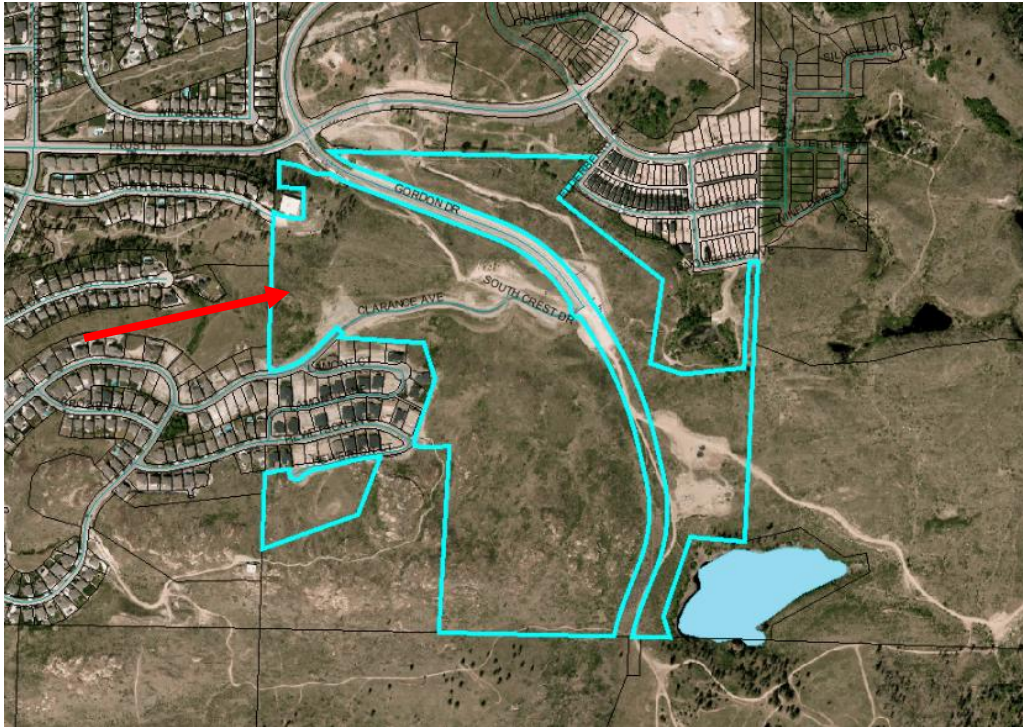
4.2 Site Context

The subject portion of the property is located southwest of the intersection of Gordon Drive and Frost Road and east of South Crest Drive and Clarence Avenue. The remainder of the property extends south to Thomson Flats and east of Gordon Drive.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 - Agriculture 1 C3 - Community Commercial P4 - Utilities	Open space / vacant land The Ponds Sales Centre Public utilities
East	A1 - Agriculture 1	Open space / vacant land
South	A1 - Agriculture 1 RU1h - Large Lot Housing (Hillside Area)	Open space / vacant land Single family residential
West	RU1 - Large Lot Housing RU1h - Large Lot Housing (Hillside Area) P3 - Parks and Open Space P4 - Utilities	Single family residential Park Public utilities

Subject Property Map



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Future Land Use

Single / Two Unit Residential - Hillside (S2RESH).¹ Single detached homes for occupancy by one family, single detached homes with a secondary suite or carriage house, semi-detached buildings used for two dwelling units, modular homes, and those complementary uses (i.e. minor care centres, minor public services / utilities, and neighbourhood parks), which are integral components of urban neighbourhoods. This designation applies to suburban hillside areas where slopes are over 20%. Subdivisions on hillsides over 20% slope will be required to rezone to a hillside zone.

Public Services / Utilities (PSU).² Facilities provided as services to the general public, such as the landfill operation, electrical, gas, or telephone installations, sewage treatment plant, Airport, and irrigation / water suppliers.

Development Process

Steep Slopes.³ Prohibit development on steep slopes (+30% or greater for a minimum distance of 10 metres) except where provided for in ASPs adopted or subdivisions approved prior to adoption of OCP Bylaw 10500.

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

¹ City of Kelowna Official Community Plan, Future Land Use Chapter.

² City of Kelowna Official Community Plan, Future Land Use Chapter.

³ City of Kelowna Official Community Plan, Policy 5.15.12, Development Process Chapter.

6.0 Technical Comments

6.1 Development Engineering Department

- See attached memorandum, dated October 14, 2014.

6.2 Parks & Public Places

- To encourage pedestrian connectivity a dedicated public walkway should be provided to connect the proposed cul-de-sac with the proposed P4 parcel.

7.0 Application Chronology

Date of Application Received: September 11, 2014

Date Public Consultation Completed: October 31, 2014

Report prepared by:

Laura Bentley, Planner

Approved for Inclusion:



Shelley Gambacort, Subdivision, Agriculture & Environment
Services Director

Attachments:

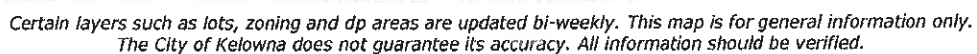
Subject Property Map

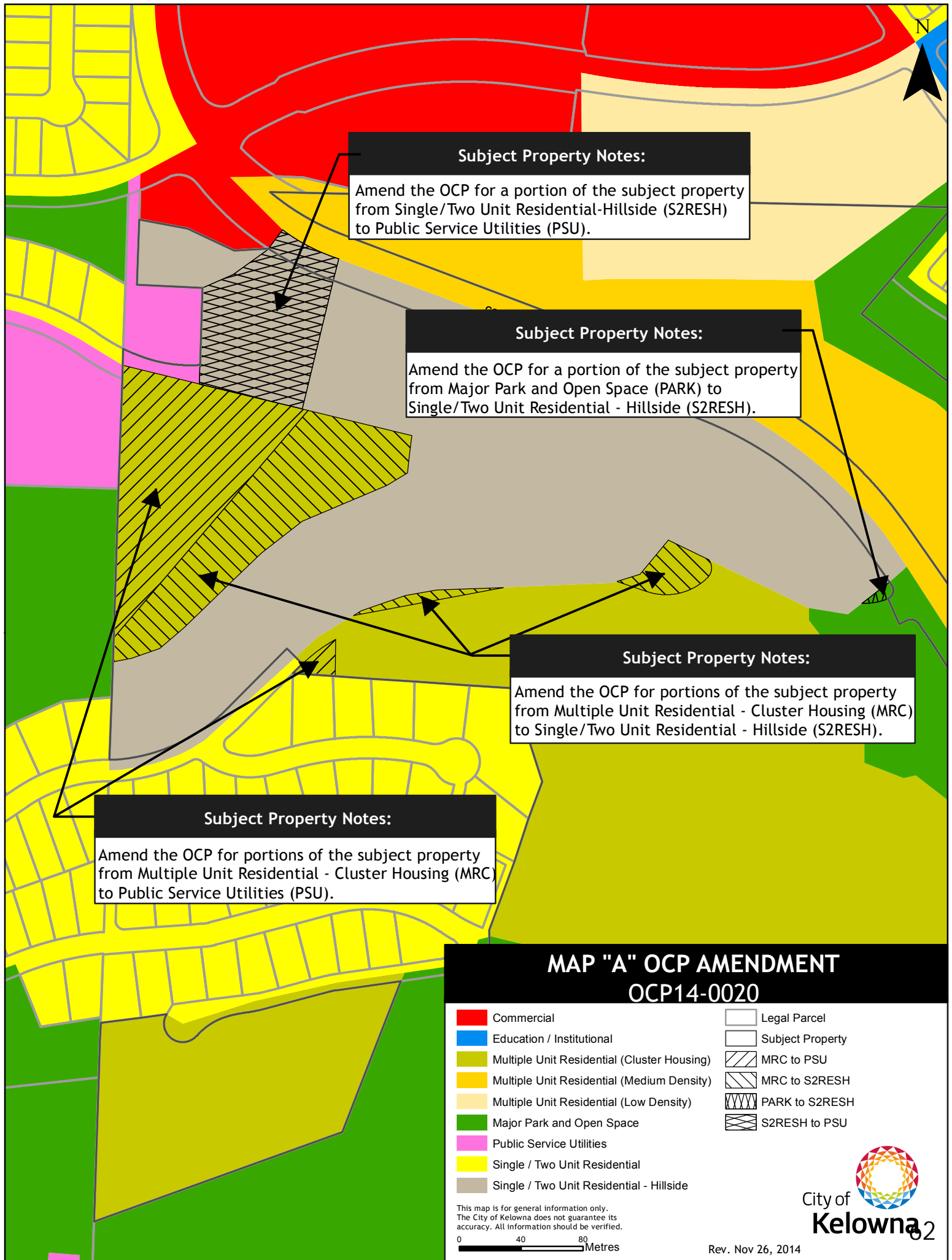
Map "A"

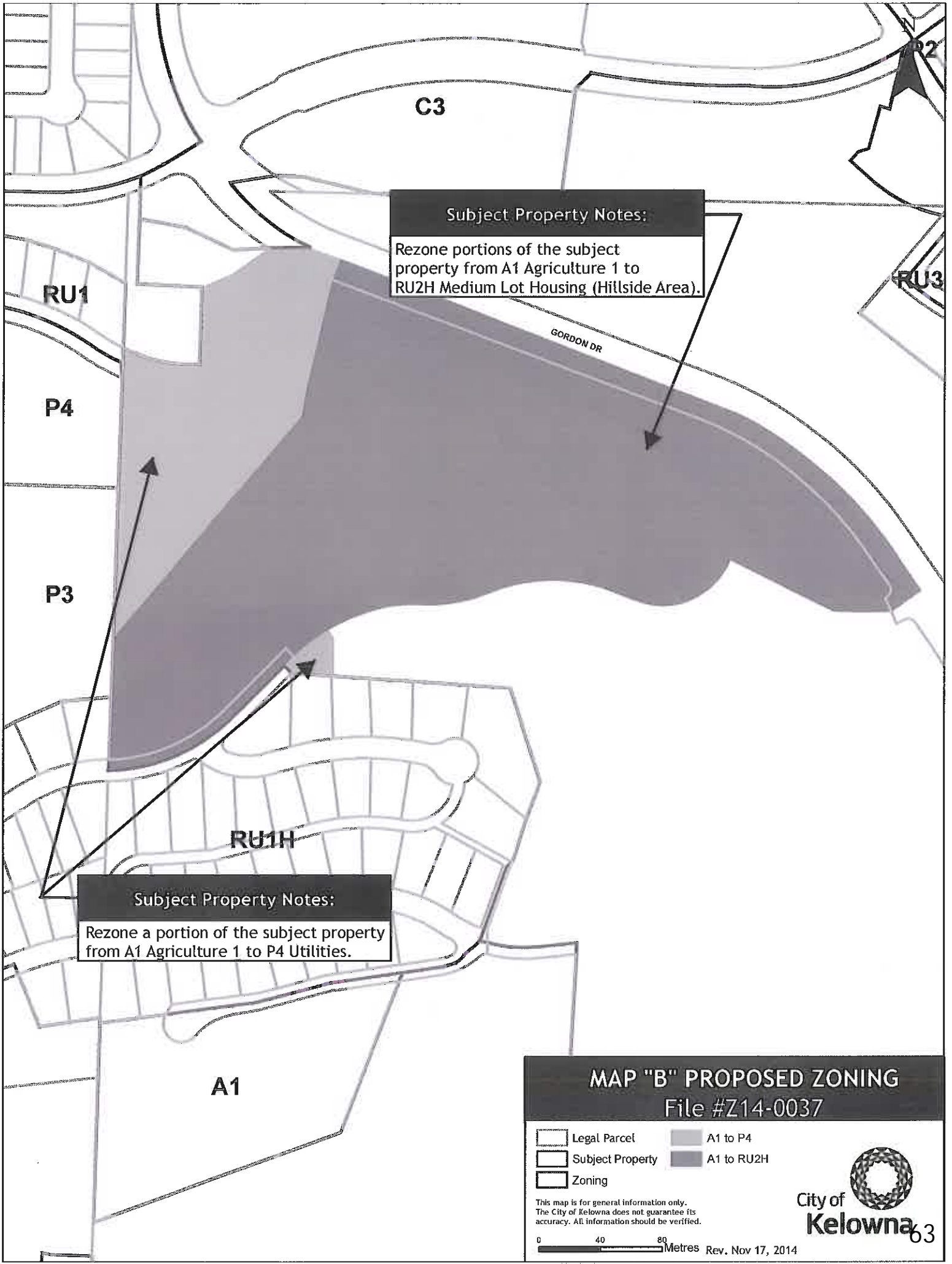
Map "B"

Development Engineering Memorandum

⁴ City of Kelowna Official Community Plan, Policy 5.22.7, Development Process Chapter.







CITY OF KELOWNA

MEMORANDUM

Date: October 14, 2014
File No.: Z14-0037
To: Land Use Management Department (DB)
From: Development Engineering Manager (SM)
Subject: 5000 Gordon Drive South Crest Clarence Ave Ponds Phase 4

The Development Engineering Branch comments and requirements regarding this application to rezone from A1 to RU2H & P4 are as follows:

The Development Engineering Technologist for this project is John Filipenko. ASCT

.1) General

- a) The postal authorities must be contacted to determine whether or not a "community mailbox" will be utilized, and if so, its location should be determined and the proposed location shown on the construction plans. Please contact the Canadian Post Corporation, Delivery Services, P.O. Box 2110, Vancouver, B.C. V6B 4Z3 (604) 662-1381 in this regard.
- b) Provide easements as may be required.

.2) Geotechnical Report

- a) Provide a comprehensive geotechnical report (3 copies), prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: **NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.**

The Geotechnical reports must be submitted to the Planning and Development Services Department (Planning & Development Officer) for distribution to the Works & Utilities Department and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.

- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).

- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.
- (vi) Slope stability, rock fall hazard and slippage including the effects of drainage and septic tank effluent on the site.
- (vii) Identify slopes greater than 30%.
- ii) Top of bank assessment and location including recommendations for property line locations, septic field locations, building setbacks, and ground water disposal locations.
- iii) Recommendations for items that should be included in a Restrictive Covenant.
- iv) Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
- v) Any items required in other sections of this document.
- vi) Recommendations for erosion and sedimentation controls for water and wind.
- vii) Recommendations for roof drains and perimeter drains.

.3) Water

- (a) The property is located within the City of Kelowna service area.
- (b) Provide an adequately sized domestic water and fire protection system complete with individual lot connections. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw.

.4) Sanitary Sewer

- a) The property is located within the City of Kelowna service area.
- b) Provide an adequately sized sanitary sewer system complete with individual lot connections in accordance with the Subdivision, Development & Servicing Bylaw. Only one service is to be provided per lot.

.5) Drainage

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

- b) Provide the following drawings:
 - i) A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
 - ii) A detailed Stormwater Management Plan for this development; and,
 - iii) An Erosion and Sediment Control Plan.
- c) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- d) Identify clearly on a contour map, or lot grading plan, the top of bank(s). Provide cross sections along the top of the bank at each property corner and at locations where there are significant changes in slope. Cross sections are to be perpendicular to the contour of the slope. Show the proposed property lines on the cross sections. Not all areas have a clear top of bank; and therefore, field reconnaissance by City staff and the applicant may be needed to verify a suitable location for property lines.

.6) Roads

- a) Gordon Drive frontage is urbanized with a barrier curb and gutter and street lighting. Extend the concrete sidewalk and landscape boulevard to the South Crest Drive intersection.
- b) South Crest Drive shall be extended from its present terminus, to Gordon Drive. Dedicate 18.0m and construct the road to a urban (SS-R3) standard including curb and gutters, concrete sidewalk with landscape boulevards, a piped storm drainage system complete with underground irrigation system, and street lights.
- c) Clarence Avenue: Dedicate 14.0m and construct 9.3m road including curb and gutters, concrete sidewalk with landscape boulevards, a piped storm drainage system complete with underground irrigation system, and street lights.
- d) Cul-de-sac: Dedicate 14.0m and construct 9.3m road including curb and gutters, concrete sidewalk with landscape boulevards, a piped storm drainage system complete with underground irrigation system, and street lights.
- e) Dedicate and construct a pedestrian walkway link from the cul-de-sac bulb to the P4 property.

.7) Power and Telecommunication Services and Street Lights

- a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground
- b) Street lights must be installed on all roads.
- c) Before making application for approval of your subdivision plan, please make arrangements with Fortis BC for the pre-payment of applicable charges and tender a copy of their receipt with the subdivision application.
- d) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

- d) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

.8) Design and Construction

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Services Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.9) Servicing Agreements for Works and Services

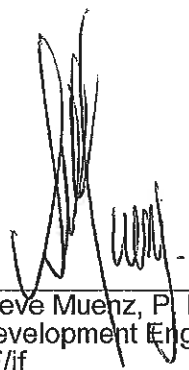
- a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. **The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works.**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

.10) Other Engineering Comments

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

.11) Charges and Fees

- a) Development Cost Charges (DCC's) are payable
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Street/Traffic Sign Fees: at cost if required (to be determined after design).
 - ii) Survey Monument Fee: \$50.00 per newly created lot (GST exempt).
 - iii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
 - iv) Engineering and Inspection Fee: 3% of construction value (plus GST).



Steve Muenz, P. Eng.
Development Engineering Manager
JF/jf

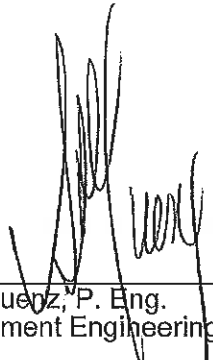
CITY OF KELOWNA
MEMORANDUM

Date: October 14, 2014
File No.: OCP14-0020
To: Land Use Management Department (DB)
From: Development Engineering Manager (SM)
Subject: 5000 Gordon Drive South Crest Ponds Phase 4

The Development Engineering Branch comments and requirements regarding this OCP Amendment application are as follows:

General

All the offsite infrastructure and services upgrades are addressed in the Development Engineering Report under file Z14-0037.



Steve Muenz, P. Eng.
Development Engineering Manager
JF/jf

CITY OF KELOWNA

BYLAW NO. 11037

Official Community Plan Amendment No. OCP14-0020 No. 21 Great Projects Ltd. Inc. No. 355991 5000 Gordon Drive

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

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of a portion of the South ½ , District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118, located on Gordon Drive, Kelowna, B.C., from the S2RESH - Single/Two Unit Residential - Hillside designation to the PSU - Public Services/Utilities designation, from the PARK - Major Park/Open Space designation to the S2RESH - Single/Two Unit Residential - Hillside designation, from the MRC - Multiple Unit Residential - Cluster Housing designation to the S2RESH - Single/Two Unit Residential - Hillside designation and from the MRC - Multiple Unit Residential - Cluster Housing designation to the PSU - Public Services/Utilities designation as per Map "A" attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

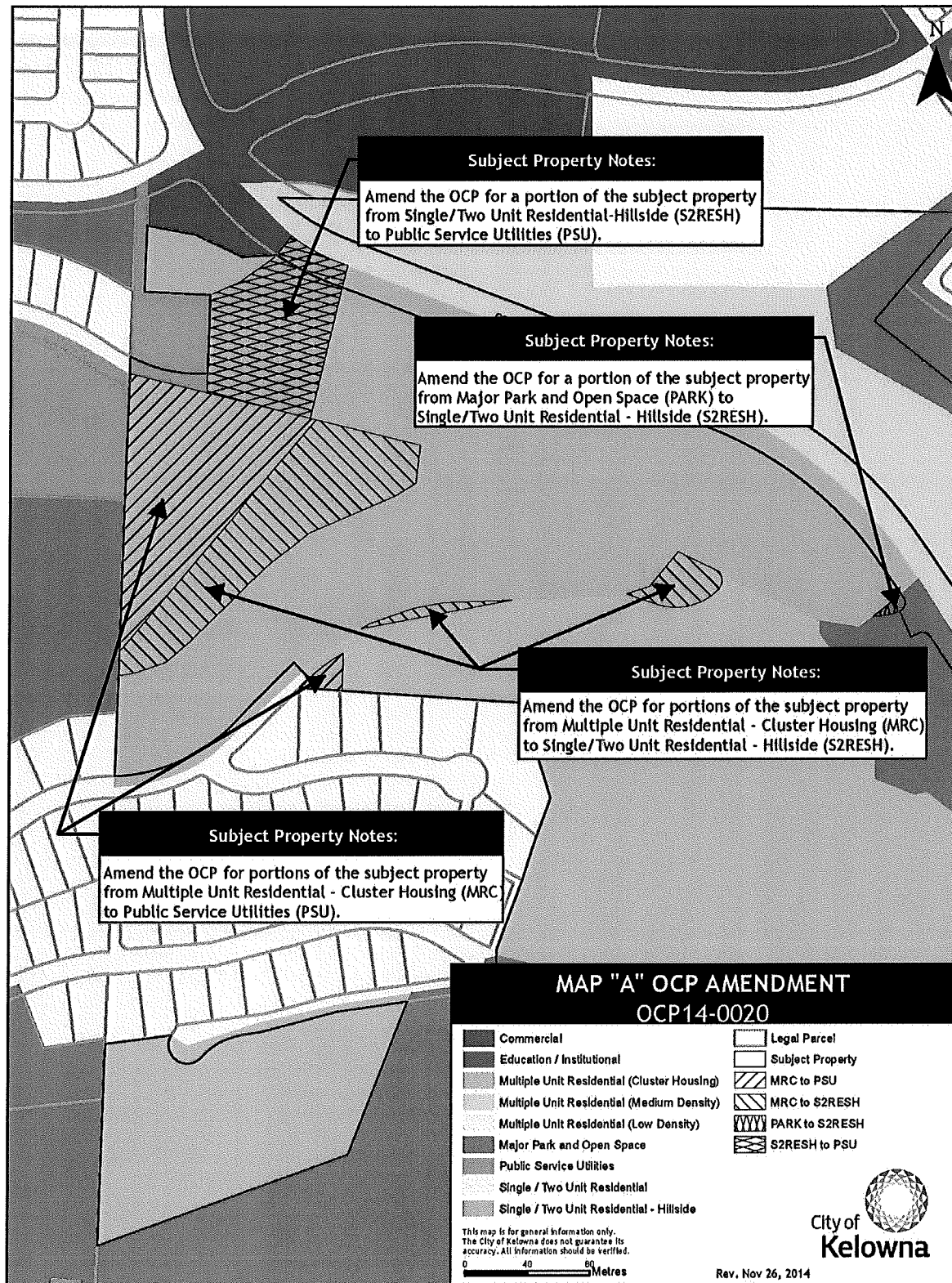
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA
BYLAW NO. 11038
Z14-0037 - No. 21 Great Projects Ltd. Inc.No. 355991
5000 Gordon Drive

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of the South ½ , District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118 located on Gordon Drive, Kelowna, B.C., from the A1 - Agriculture 1 zone to the RU2h - Medium Lot Housing (Hillside Area) zone and the P4 - Utilities zone as per Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

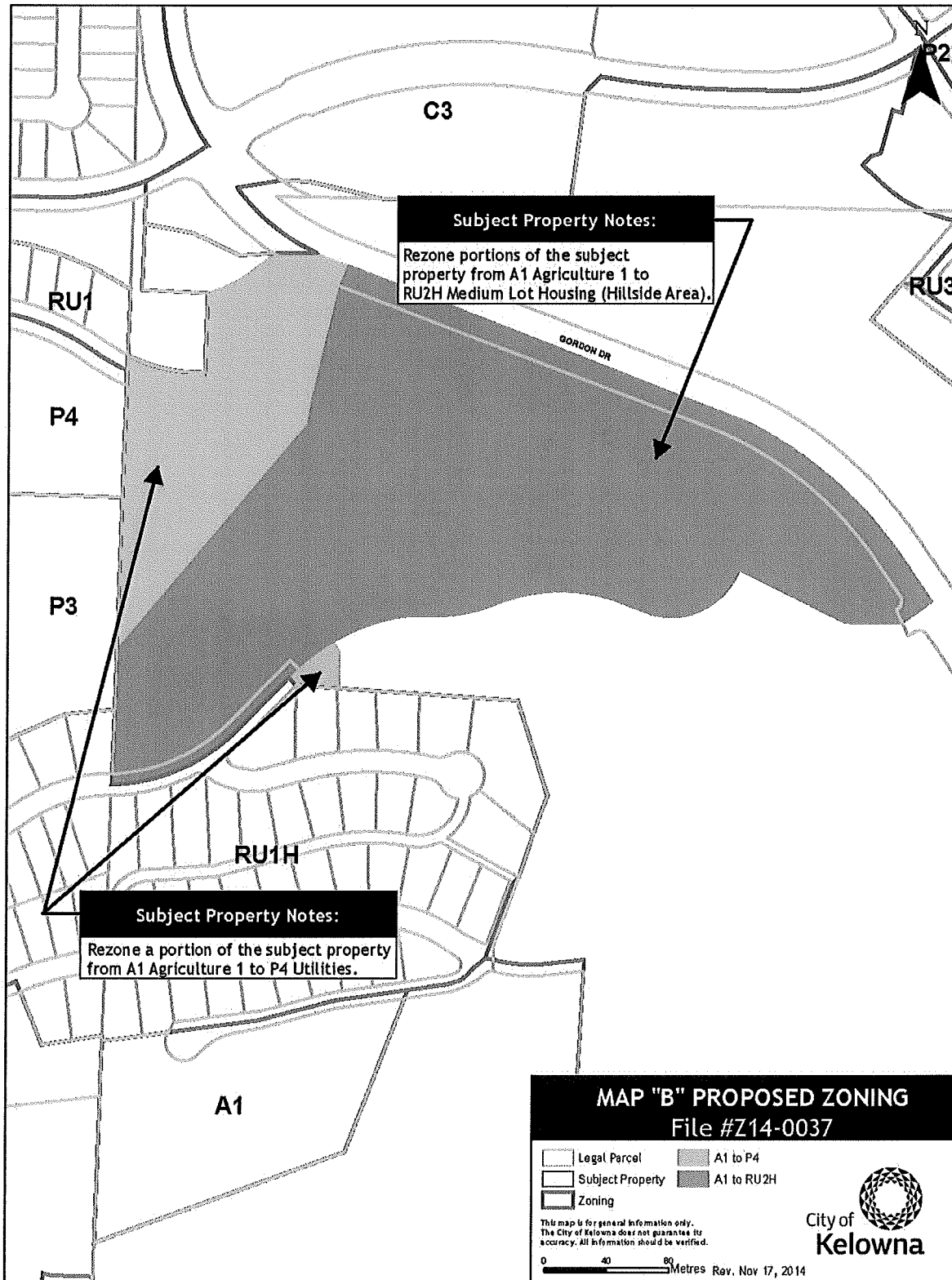
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: 12/8/2014

RIM No. 1250-04

To: City Manager

From: Subdivision, Agriculture & Environment Department (MS)

Application: TA14-0011

Subject: Text Amendment to include the RM2h to the CD6 - Comprehensive Residential Golf Resort Zone for Tower Ranch

1.0 Recommendation

THAT Zoning Bylaw Text Amendment No. TA14-0011 to amend the City of Kelowna Zoning Bylaw No. 8000, Section 18 - Schedule B - CD6, by adding RM2h to the CD6 - Comprehensive Residential Golf Resort zone for Tower Ranch, as outlined in the Report of the Subdivision, Agriculture & Environment Department dated November 25, 2014, be considered by Council.

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

2.0 Purpose

The purpose of this application is to amend the CD6 - Comprehensive Residential Golf Resort zone (the **CD6 Zone**) to allow RM2h - Low Density Row Housing (Hillside Area) (**RM2h**) to the zones under which regulations the lands may be developed, for the Tower Ranch area, according to 'CD6- Map 1'.

3.0 Subdivision, Agriculture & Environment Department

The application seeks to add the RM2h zone to the permitted zones under which the lands may be developed under the CD6 Zone (Tower Ranch Area only), as outlined in 'CD6-Map1'. The RM2 - Low Density Row Housing is currently allowed under the CD6 zone. The addition of the RM2h zone allows the development in accordance with Hillside Standards contained in the Subdivision, and Development Services Bylaw.

Staff supports the text amendment as described.

4.0 Proposal

4.1 Background

The CD6 - Comprehensive Residential Golf Resort was developed to provide residential and services associated with golf resort development. The purpose of the CD6 Zone is:

'.... to provide for the development of a residential golf resort which includes one or more land use designations as an integrated development unit based on an Area Structure Plan. Density is based on an averaging of all lands within the development'.¹

In 2012, Tower Ranch Lots 3, 4 and 6 of Plan KAP80993 were purchased by Parkbridge Lifestyle Communities Inc. (Parkbridge). Parkbridge develops communities based on a life lease concept, whereby the owner developer maintains ownership and management through the life of the development. The CD6 zone was originally adopted to facilitate 'residential golf resort' development and this zoning designation applies to three golf resorts within the City, including Quail Ridge and Gallagher's Canyon, as well as Tower Ranch. When the CD6 zone was established, the Hillside designation (h) did not exist.

Given that the hillside designation allows for the use of the Hillside Street Standards and is designed to accommodate development in steep environments, Parkbridge has an interest in amending the CD6 zone to accommodate row housing in a hillside environment. In addition, Emil Anderson Construction Co. Ltd., owner of Lot 2, Plan KAP80993, within the Tower Ranch Area, have also indicated that they are supportive of the proposed text amendment.

4.2 Project Description

The application proposes to add the **RM2h** zoning designation to the CD6 zone for the lands at Tower Ranch, in accordance with 'CD6- Map 1'. The proposed amendment would add a new clause Section 1.6.c.1 to Schedule 'B' - Comprehensive Development Zones Section 1.6 (c) - Other Regulations:

- (c) *Within the CD6 zone, and subject to the Development Regulations of this section, lands shall be developed for residential use in accordance with one or more of the RU1/RU1h, RU2/RU2h, RU4/RU4h, RU5, RU6/RU6h, RM2, RM3, RM4, or RM5 zones. Commercial and hotel uses allowed in the CD6 zone shall be developed in accordance with the C2 or C9 zoning districts, and open space or public utility uses shall be developed in accordance with the P2, P3, or P4 zoning districts. All zones shall be as contained in Zoning Bylaw No. 8000, as amended and shall be in accordance with an adopted Area Structure Plan. The specific zone must be identified at the subdivision approval and/or development permit stage and must be in accordance with the Area Structure Plan adopted for the property.*
- (c.1) *Within the Tower Ranch Area, identified in 'CD6-Map 1', subject to the Development Regulations of this section, and in addition to zones noted in Section (c) above, the lands may also be developed in accordance with the RM2h zone.*

4.3 Site Context

The CD6 - Comprehensive Residential Golf Course zone occurs in three locations within the City: Tower Ranch, Gallagher's Canyon and Quail Ridge. This amendment is specific to the Tower Ranch Area. The site is located on the upper McCurdy Bench in the Rutland OCP Sector.

¹ City of Kelowna, 2014. Zoning Bylaw No. 8000.

<http://www.kelowna.ca/CityPage/Docs/PDFs/%5CBylaws%5CZoning%20Bylaw%20No.%208000/Section%2018%20-%20Schedule%20B%20-%20Comprehensive%20Development%20Zones%20-%20%20CD01-CD12%20%28details%29.doc.pdf>

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	CD6 - Comprehensive Residential Golf Course / CD6 LP - Comprehensive Residential Golf Course (Liquor Primary)	Golf Course / Clubhouse
East	CD6 - Comprehensive Residential Golf Course	Golf Course
South	A1 - Agriculture 1 / P3 - Park & Open Space	Rural Residential / Park / Hydro Transfer Station
West	CD6 - Comprehensive Residential Golf Course	Golf Course

4.4 Zoning Analysis

A comparison of the RM2 and the RM2h setback criteria is included in the table below.

Zoning Analysis Table		
CRITERIA	ZONE REQUIREMENTS	PROPOSAL
	RM2	RM2h
Development Regulations		
Height	9.5 m or 2 ½ storeys	6.5 m or 2 storeys
Front Yard	4.5 m	4.5 m (3.0 m flanking street)
Side Yard	4.0 m (4.5 flanking street)	4.0 m (3.0 flanking street)
Rear Yard	6.0 m (1 ½ storey height)	6.0 m (1 ½ storey height)
	7.5 m (2 ½ storey height)	7.5 m (2 ½ storey height)
Other Regulations		
Additional Regulations for RM2h, per Zoning Bylaw No. 8000: Section 13.8: 13.8.6 (h) For RM2h zones, all decks, supporting posts or columns shall not exceed the lesser of 4.5m or 1 storey in height, such measurements to include the height of any support structure or retaining wall. 13.8.7 (a) No more than 6 dwellings may be located in a building in the RM2h zone. And 13.8.7 (d) An “h” notation shown on Schedule “A” as part of the identified zone classification indicates that the zoned area may be developed in accordance with Hillside Standards contained in the Subdivision, and Development Services Bylaw.		

5.0 Kelowna Official Community Plan (OCP)

Development Process

Steep Slopes.² Prohibit development on steep slopes (+30% or greater for a minimum distance of 10 metres) except where provided for in ASPs adopted or subdivisions approved prior to adoption of OCP Bylaw 10500.

Cluster Housing.³ Require new residential development to be in the form of cluster housing on / or near environmentally sensitive areas and areas of steeper slopes to lessen site disturbance and environmental impact on those areas identified on the Future Land Use Map 4.1 as single-two unit residential hillside. Steeply sloped areas should be retained as natural open space, public or private. The intent of the clustering would be to preserve features identified through the Development Permit process that otherwise might be developed and to maximize open space in order to:

- a. Protect environmentally sensitive areas of a development site and preserve them on a permanent basis utilizing the most appropriate tools available;
- b. Facilitate creative and flexible site design that is sensitive to the land's natural features and adaptive to the natural topography;
- c. Decrease or minimize non-point source (i.e. asphalt roofs, driveways and parking) pollution impacts by reducing the amount of impervious surfaces in site development;
- d. Promote overall cost savings on infrastructure installation and maintenance; and
- e. Provide opportunities for social interaction, walking and hiking in open space areas.

Ground-Oriented Housing.⁴ Encourage all multiple-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms so as to provide a family housing choice within the multi-unit rental or ownership markets.

Pedestrian Connectivity.⁵ Improve the permeability of strata developments by ensuring that active transportation connections are facilitated where possible.

Design for People and Nature.⁶ Structure new neighbourhoods around parks, pedestrian and bike routes, open spaces, and environmental areas, rather than around roadways and cars.

² City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

⁴ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

⁵ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

⁶ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

6.0 Technical Comments

6.1 Development Engineering Department.

The proposed amendment does not trigger any offsite upgrades.

6.2 Policy and Planning

Policy and Planning has no concerns.

6.3 Black Mountain Irrigation District (BMID)

BMID has no issues regarding the proposed text amendment for the Parkbridge Tower Ranch area.

6.4 Ministry of Transportation and Highways (MOTI)

No response received (File No. 2014-05378).

7.0 Application Chronology

Date of Application Received: January 17, 2014

Report prepared by:

Melanie Steppuhn, Land Use Planner

Reviewed by:

☐

Todd Cashin, Manager,
Subdivision, Agriculture & Environmental Services

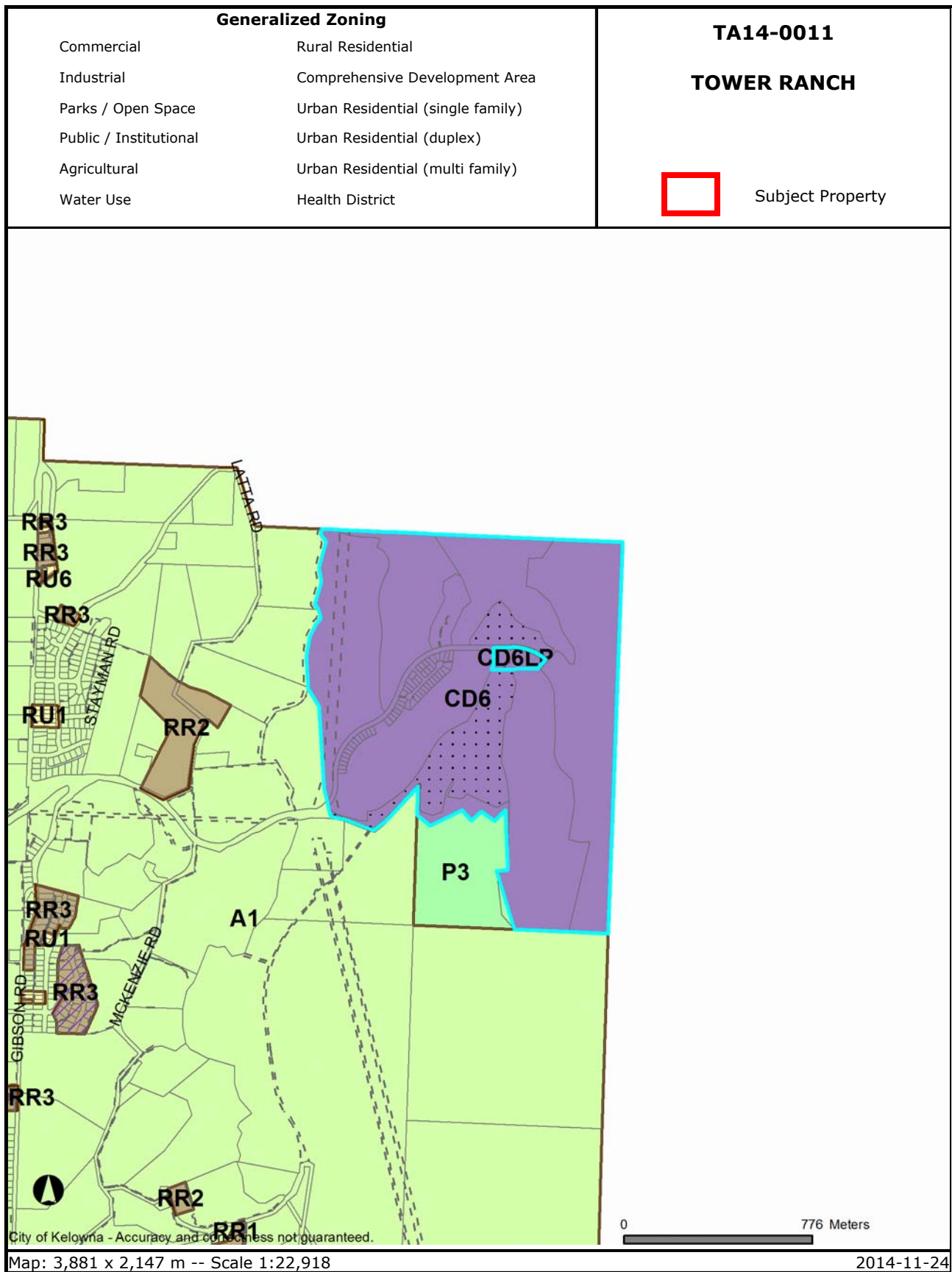
Approved for Inclusion:

☐

Shelley Gambacort, Director
Subdivision, Agriculture & Environmental Department

Attachments:

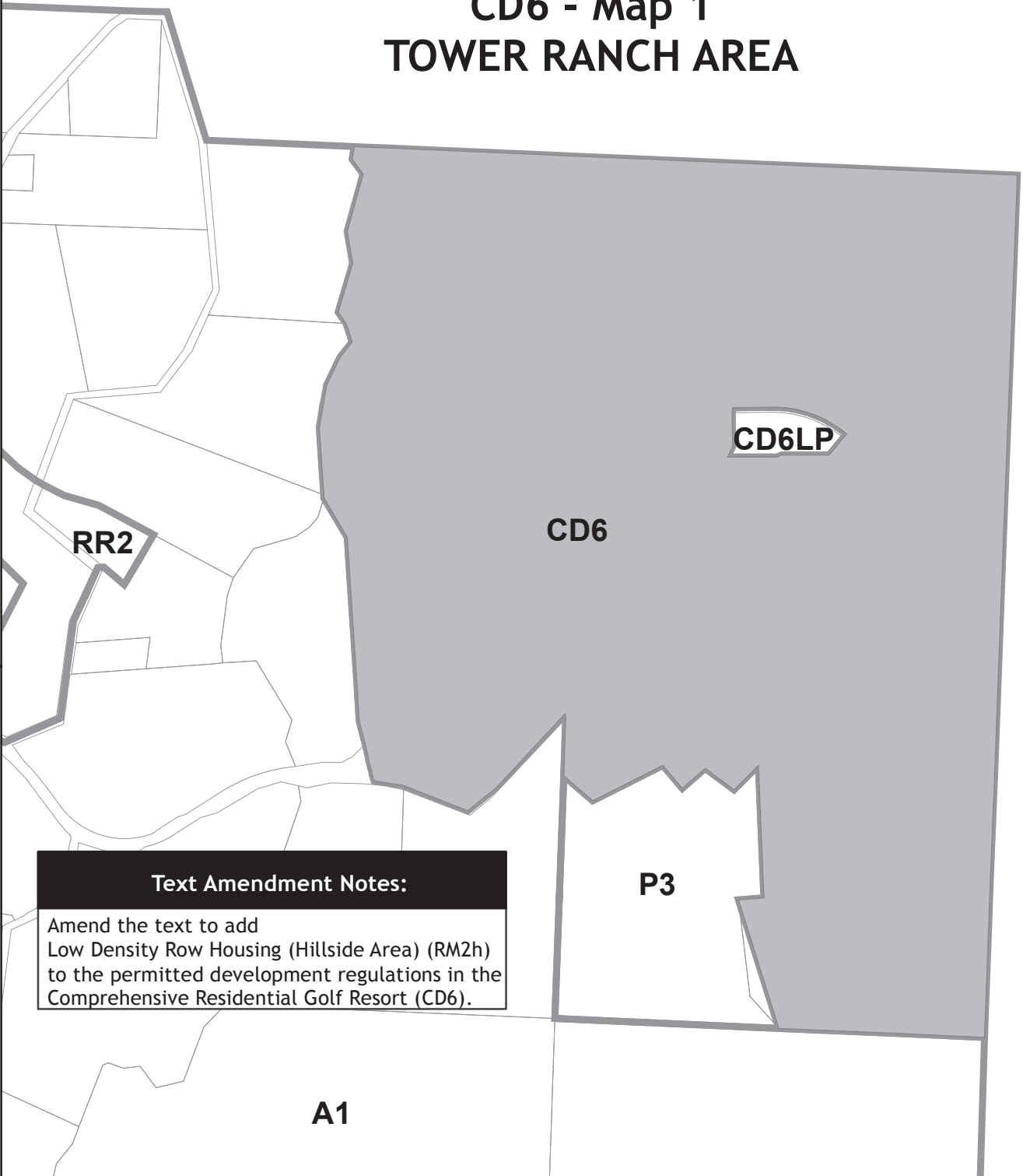
Subject Property Map
Map 'CD6-Map 1' - Tower Ranch Area



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.






CD6 - Map 1 TOWER RANCH AREA



Text Amendment Notes:

Amend the text to add
Low Density Row Housing (Hillside Area) (RM2h)
to the permitted development regulations in the
Comprehensive Residential Golf Resort (CD6).

MAP 1 TEXT AMENDMENT TA14-0011 Map# 1

-  Text Amendment Area
-  Legal Parcel
-  Zoning

This map is for general information only.
The City of Kelowna does not guarantee its
accuracy. All information should be verified.
0 50 100 200
Metres

CITY OF KELOWNA
BYLAW NO. 11035
TA14-0011 - CD6 - Comprehensive Development Golf Resort,
Tower Ranch Area

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 Schedule 'B' - CD6 - Comprehensive Residential Golf Resort/CD6lp - Comprehensive Residential Golf Resort (Liquor Primary), 1.6 Other Regulations, sub-paragraph (c) be amended:
 - a) to add a new section (c.1) as follows:

“(c.1) Within the Tower Ranch Area, identified in ‘CD6-Map 1’, subject to the Development Regulations of this section, and in addition to zones noted in Section (c) above, the lands may also be developed in accordance with the RM2h zone as contained in Zoning Bylaw No. 8000.”
2. THAT Schedule 'B' - CD6 - Comprehensive Residential Golf Resort/CD6lp - Comprehensive Residential Golf Resort (Liquor Primary) be amended to add a new CD6 - Map 1 to the end of the zone as attached to and forming part of this bylaw.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

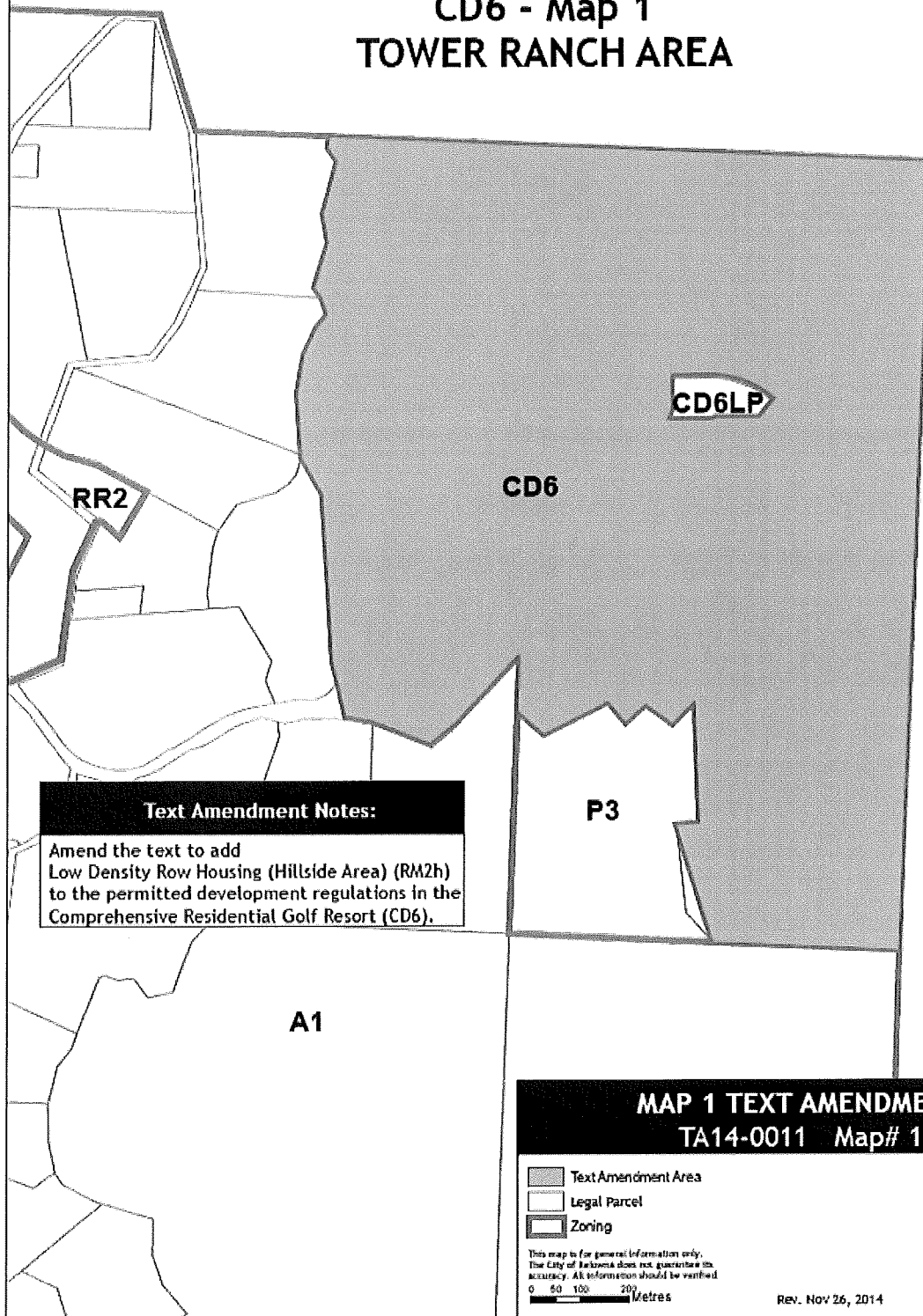
Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CD6 - Map 1 TOWER RANCH AREA



REPORT TO COUNCIL



Date: December 8, 2014

RIM No. 1250-30

To: City Manager

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

Application: Z14-0049 **Owner:** Midwest Ventures Ltd.

Address: 5505-5507 Airport Way **Applicant:** Argus Properties Ltd.

Subject: Amendment to Zoning Bylaw 8000

Existing OCP Designation: Commercial

Existing Zone: C9 - Tourist Commercial, CD15 - Airport Business Park

Proposed Zone: CD15 - Airport Business Park, C9 - Tourist Commercial

1.0 Recommendation

That Rezoning Application No. Z14-0049 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification on a portion of Lot A, District Lot 14, Township 23 ODYD, Plan EPP23036, located on 5505 - 5507 Airport Way, Kelowna, BC from the C9 - Tourist Commercial zone to the CD15 - Airport Business Park zone, be considered by Council.

AND THAT Rezoning Application No. Z14-0049 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification on a portion of Lot A, District Lot 14, Township 23 ODYD, Plan EPP23036, located on 5505 - 5507 Airport Way, Kelowna, BC from the CD15 - Airport Business Park zone to the C9 - Tourist Commercial zone, be considered by Council.

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

2.0 Purpose

To rezone portions of the subject parcel, to C9 - Tourist Commercial zone and CD15 - Airport Business Park zone, to allow for a retail liquor sales establishment over 90 square metres.

3.0 Urban Planning

The mixed use nature of the site, with an existing hotel, future food primary establishment and other future commercial uses make this a suitable location for a Retail Liquor Sales Establishment, which is a principal use within the zone. The C9 - Tourist Commercial zone limits the size of wine and beer stores, while the CD15 - Airport Business Park zone will allow for the larger area, which will help serve the greater local community. The portion of the property to be

rezoned is 2330 square metres in the south east corner of the site, as indicated on Map B. The remainder of the property will retain the C9 Zoning.

Application S13-0004 previously granted a lot line adjustment along the south property line of the subject parcel in order to maintain the required 6.0m front setback to the existing hotel. As such, this 2.5m wide 118.22m long strip of land, as indicated on Map B, does not have consistent zoning with the remainder of the parcel. In order to regain consistency, the zoning of this portion of land needs to be amended from CD15 - Airport Business Park zone to C9 - Tourist Commercial zone.

In accordance with Council Policy 367 - Public Notification & Consultation for Development Applications, the applicant has provided notification of the proposed rezoning application to neighbouring properties within 50m of the subject site. To date, City staff has not been contacted with any objections or concerns regarding the proposal.

4.0 Proposal

4.1 Background

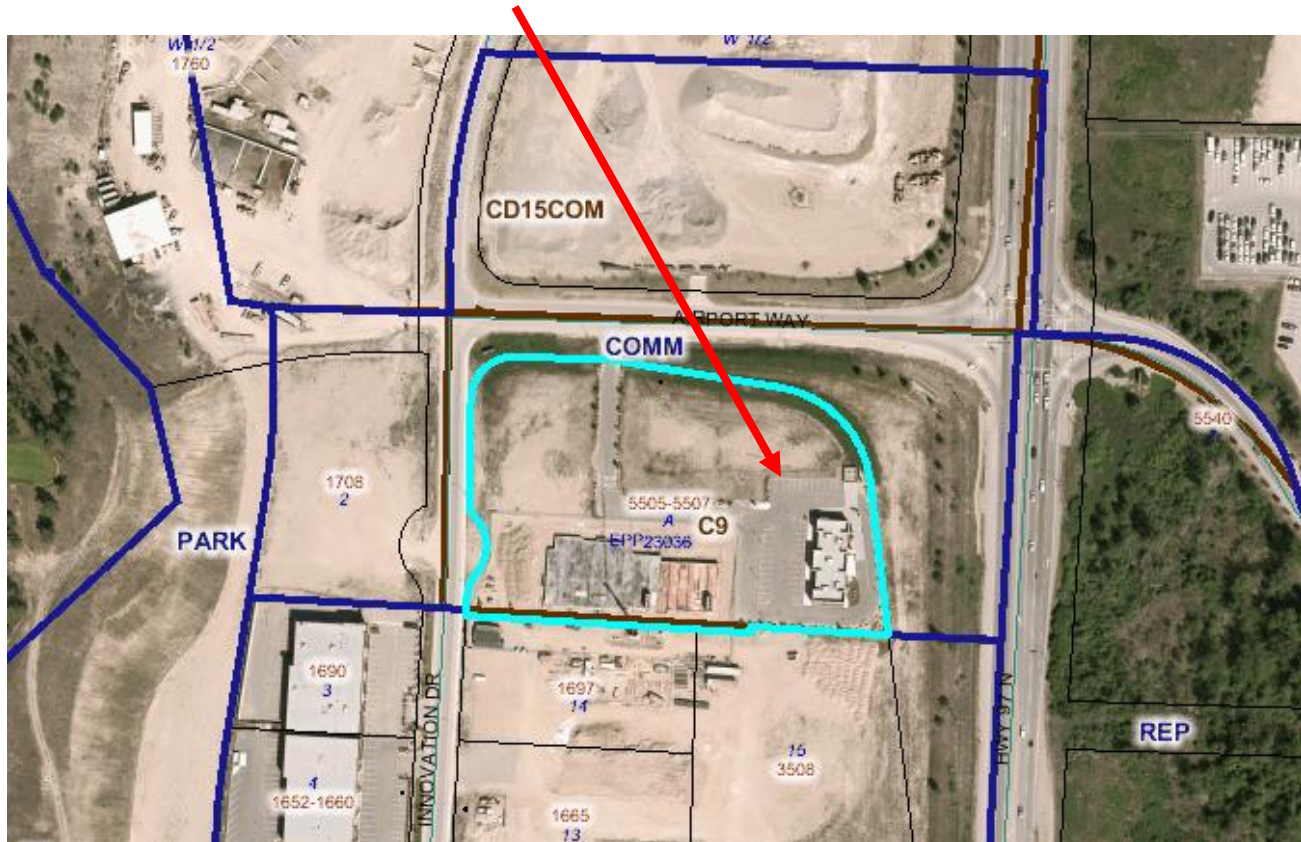
In 2003, the existing Area Structure Plan was amended and the new CD15 - Airport Business Park zone was created. In 2009, the surrounding land was added to the CD15 - Airport Business Park zone area, while this parcel retained the C9 - Tourist Commercial zone. DP08-0098 approved development of the commercial building, and DP11-0159/DVP11-0160 approved development of the hotel.

4.2 Site Context

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	CD15- Airport Business Park (commercial)	Vacant
East	A1- Agriculture 1	Hwy 97 / Airport
South	CD15- Airport Business Park (industrial)	Vacant
West	CD15- Airport Business Park (commercial)	Vacant

Subject Property Map: 5505 - 5507 Airport Way



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CD15 ZONE REQUIREMENTS	REZONE PROPOSAL AREA
Subdivision Regulations		
Lot Area	1500m ²	2330m ²
Lot Width	40m	55m
Lot Depth	35m	35m
Development Regulations		
Height	2 ½ storeys	1 storey
Front Yard	3.0m	N/A
Side Yard (east)	7.0m (abutting Hwy 97)	13.5m
Side Yard (west)	4.5m	N/A
Rear Yard	0.0m	11.4m
Other Regulations		
Retail Liquor Sales Minimum Parking Requirements	3.0 per 100m ² GFA (8 stalls required)	13 stalls provided
Loading Space	1 per 2800m ² (1 space required)	1 space provided

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Complete Suburbs: Support a mix of uses within Kelowna's suburbs, in accordance with Smart Growth' principles to ensure complete communities¹.

Compact Urban Form: Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns².

Economic Development Policies:

Sustainable Prosperity: Assign priority to supporting the retention, enhancement and expansion of existing businesses and post secondary institutions and the attraction of new businesses and investment identified as bringing sustainable prosperity to Kelowna³.

6.0 Technical Comments

6.1 Development Engineering Department

See attached memorandum dated October 14, 2014.

6.2 Fortis

There are primary distribution facilities within the boundary of the subject property currently servicing existing structures. All facilities appear to be protected by appropriate land rights. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.

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

In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

7.0 Application Chronology

Date of Application Received: September 10, 2014

Date Public Consultation Completed: October 15, 2014

Report prepared by:

Lydia Korolchuk, Planner

¹ City of Kelowna Official Community Plan, Objective No.5.2, Chapter 5, Page 5.2

² City of Kelowna Official Community Plan, Objective 5.3, Chapter 5, Page 5.3

³ City of Kelowna Official Community Plan, Objective 8.1, Chapter 8, Page 8.1

Reviewed by:



Lindsey Ganczar, Urban Planning Supervisor

Reviewed by:



Ryan Smith, Urban Planning Manager

Attachments:

Subject Property Map

Site Plan - Schedule 'A'

Floor Plan - Schedule 'A'

Elevations - Schedule 'B'

Map 'B' - New Map 1 for CD15 / C9 zone

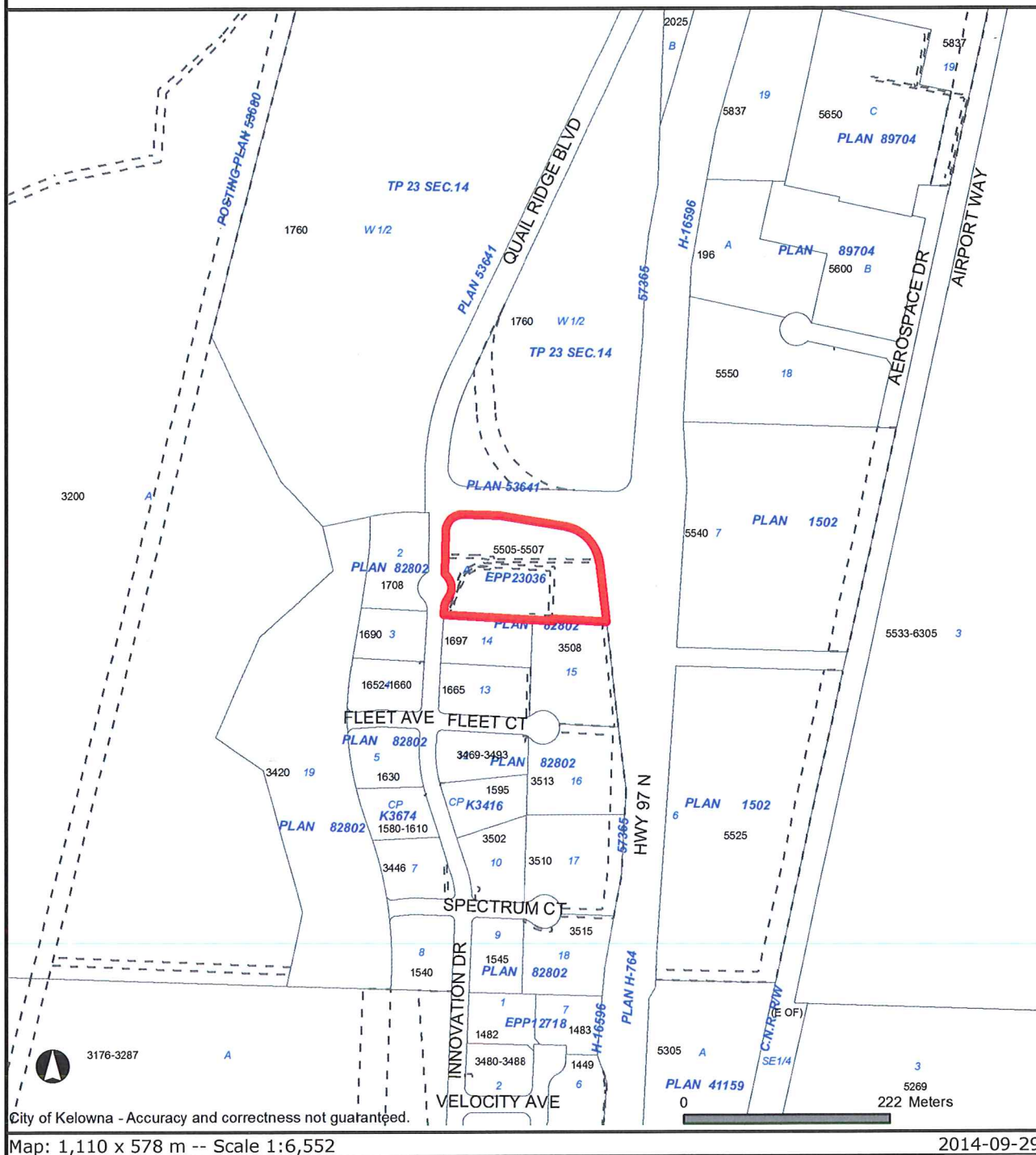
Development Engineering Memorandum

Application

Z14-0049



Subject Property



City of Kelowna - Accuracy and correctness not guaranteed.

Map: 1,110 x 578 m -- Scale 1:6,552

2014-09-29

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

CD15IND

1760

CD15COM

N



QUAIL RIDGE BLVD

AIRPORT WAY

Subject Property Notes:

Rezone a portion of the subject property from C9 Tourist Commercial to CD15 Airport Business Park.

C9

5505-5507

INNOVATION DR

Subject Property Notes:

Rezone a portion of the subject property from CD15 Airport Business Park to C9 Tourist Commercial.

CD15

3508

1665

MAP "B" PROPOSED ZONING

File #Z14-0049

- | | |
|------------------|------------|
| Legal Parcel | C9 to CD15 |
| Subject Property | CD15 to C9 |
| Zoning | |

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

0 12.5 25 Metres

Rev. Oct 24, 2014



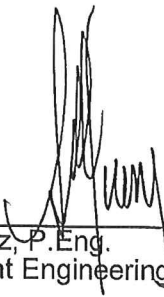
CITY OF KELOWNA

MEMORANDUM

Date: October 14, 2014
File No.: Z14-0049
To: Land Use Management Department (MS)
From: Development Engineer Manager (SM)
Subject: 5507 Airport Way, Lot 1, Plan 82802, Sec. 14, Twp. 23, ODYD

Development Engineering Services comments and requirements regarding this rezoning application are as follows:

1. Development Engineering has no requirements with regards to this rezoning application. The property was serviced at the subdivision stage under City file S03-0031.
2. This rezoning application does not trigger any offsite services upgrade.

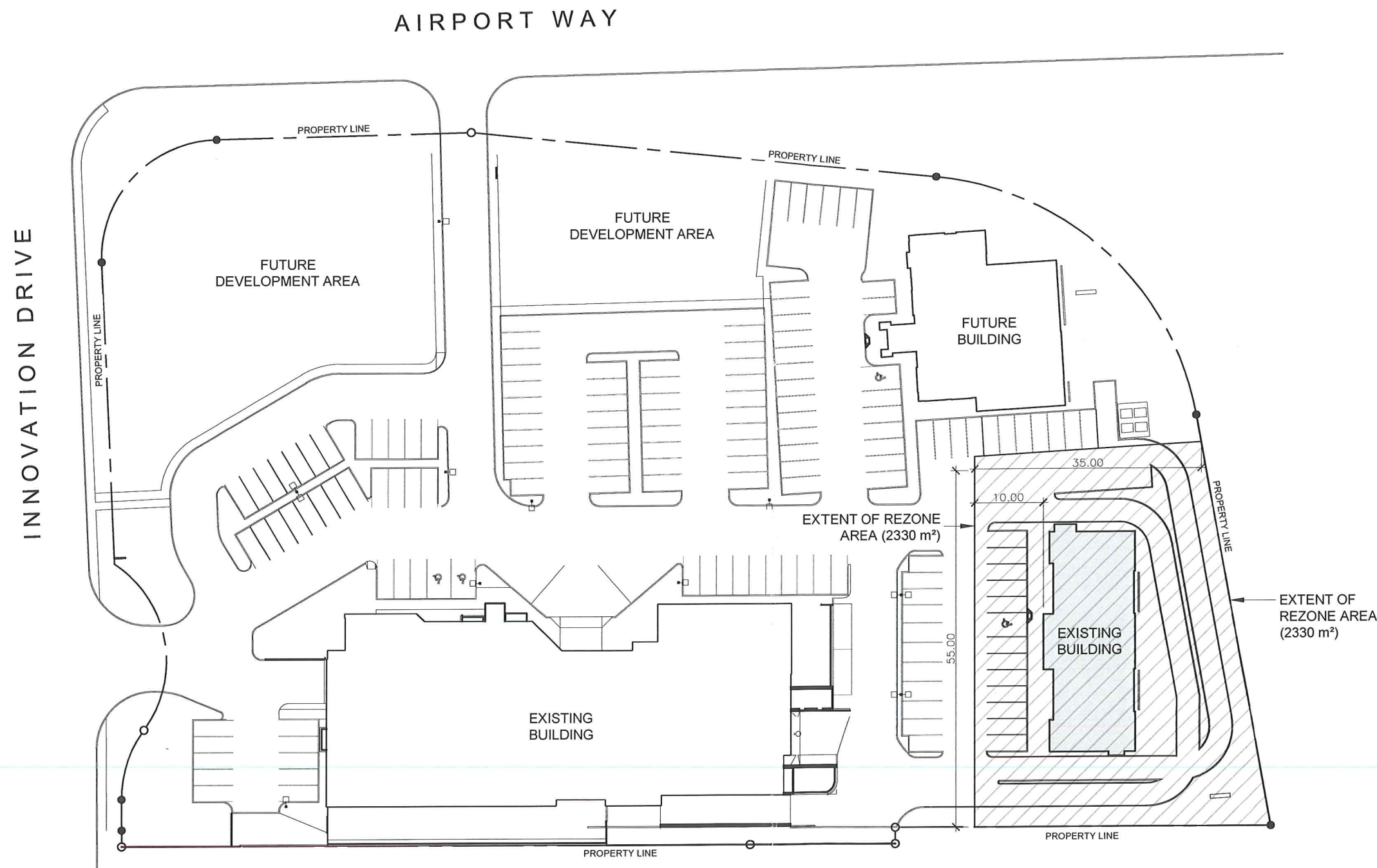


Steve Muenz, P.Eng.
Development Engineering Manager

B²



SCHEDULE 'A'
This forms part of development
Permit # 214-0049



5		
4		
3		
2		
1	ISSUED FOR REZONING	14.09.05
NO.	REVISIONS	DATE

ARGUS
PROPERTIES LTD.

#300-1060 Manhattan Dr., Kelowna, B.C. V1Y 9X9
PH (250) 763-6789 FAX (250) 763-6799

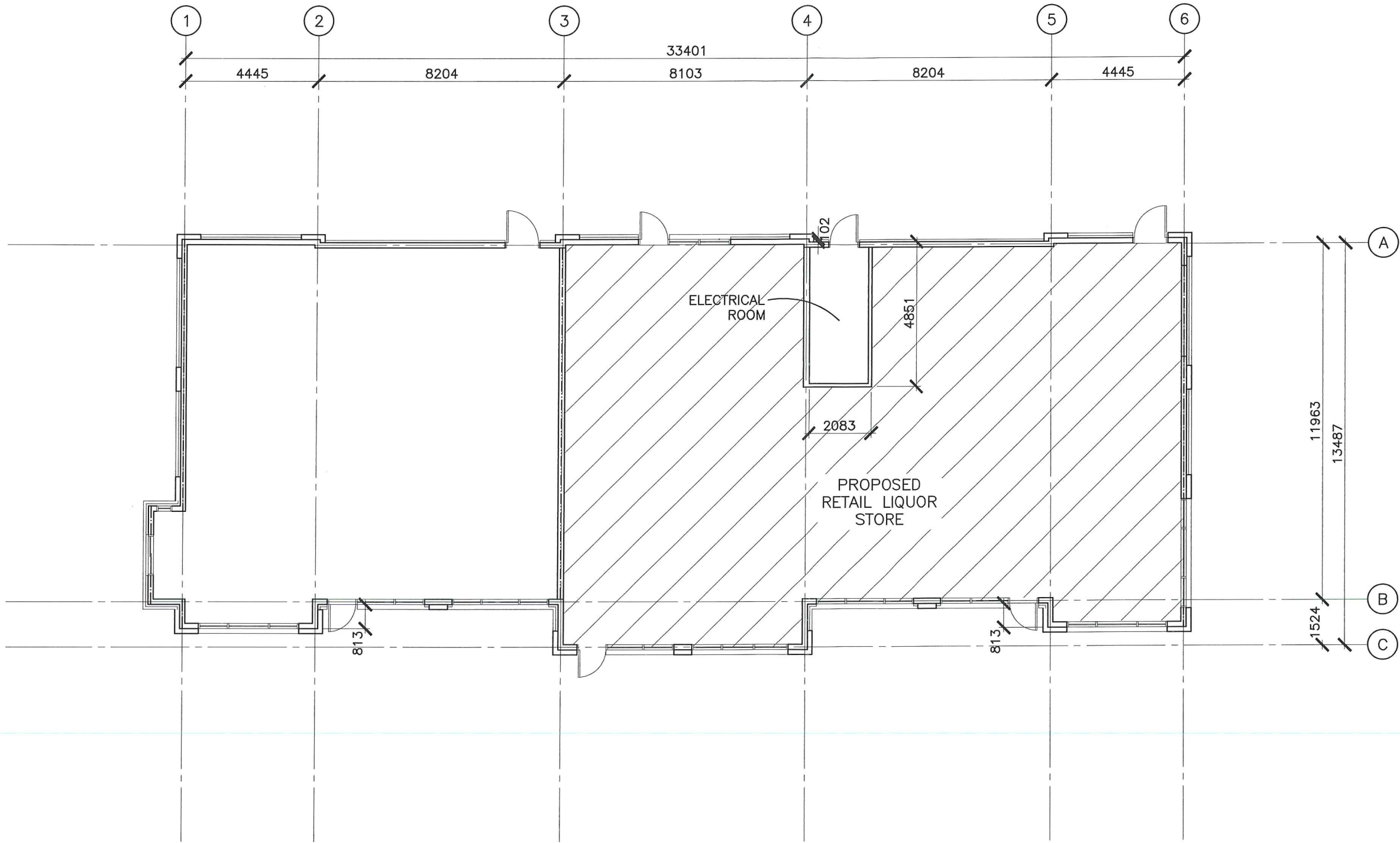
PROJECT:
CD15 REZONING

5507 AIRPORT WAY
KELOWNA, BC

DRAWING:
SITE PLAN

DRAWN BY:	CRM	CHECKED BY:	DS/PJD
DATE:	SEP.03-14	SCALE:	1:750
PROJECT NO.:	B571	DRAWING NO.:	A0.0
ACAD DWG NAME:			

SCHEDULE 'A'
 This forms part of development
 Permit # 214-0049



5		
4		
3		
2		
1	ISSUED FOR REZONING	14.09.05
NO.	REVISIONS	DATE

ARGUS
 PROPERTIES LTD.
 #300-1060 Manhattan Dr., Kelowna, B.C. V1Y 9X9
 PH (250) 763-6789 FAX (250) 763-6799

PROJECT:
 CD15 REZONING

5507 AIRPORT WAY
 KELOWNA, BC

DRAWING:
 FLOOR PLAN

DRAWN BY:	CRM	CHECKED BY:	DS
DATE:	SEP.03-14	SCALE:	1:150
PROJECT NO.:	B571	DRAWING NO.:	A1.0
ACAD DWG NAME:			



WEST ELEVATION

SCHEDULE 'B'
This forms part of development
Permit # 214-0049



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

CITY OF KELOWNA
BYLAW NO. 11036
Z14-0049 - Midwest Ventures Ltd.
5505-5507 Airport Way

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot A, District Lot 14, Township 23, ODYD, Plan EPP23036 located on Airport Way, Kelowna, B.C., from the C9 - Tourist Commercial zone to the CD15 - Airport Business Park zone and from the CD15 - Airport Business Park zone to the C9 - Tourist Commercial zone as per Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

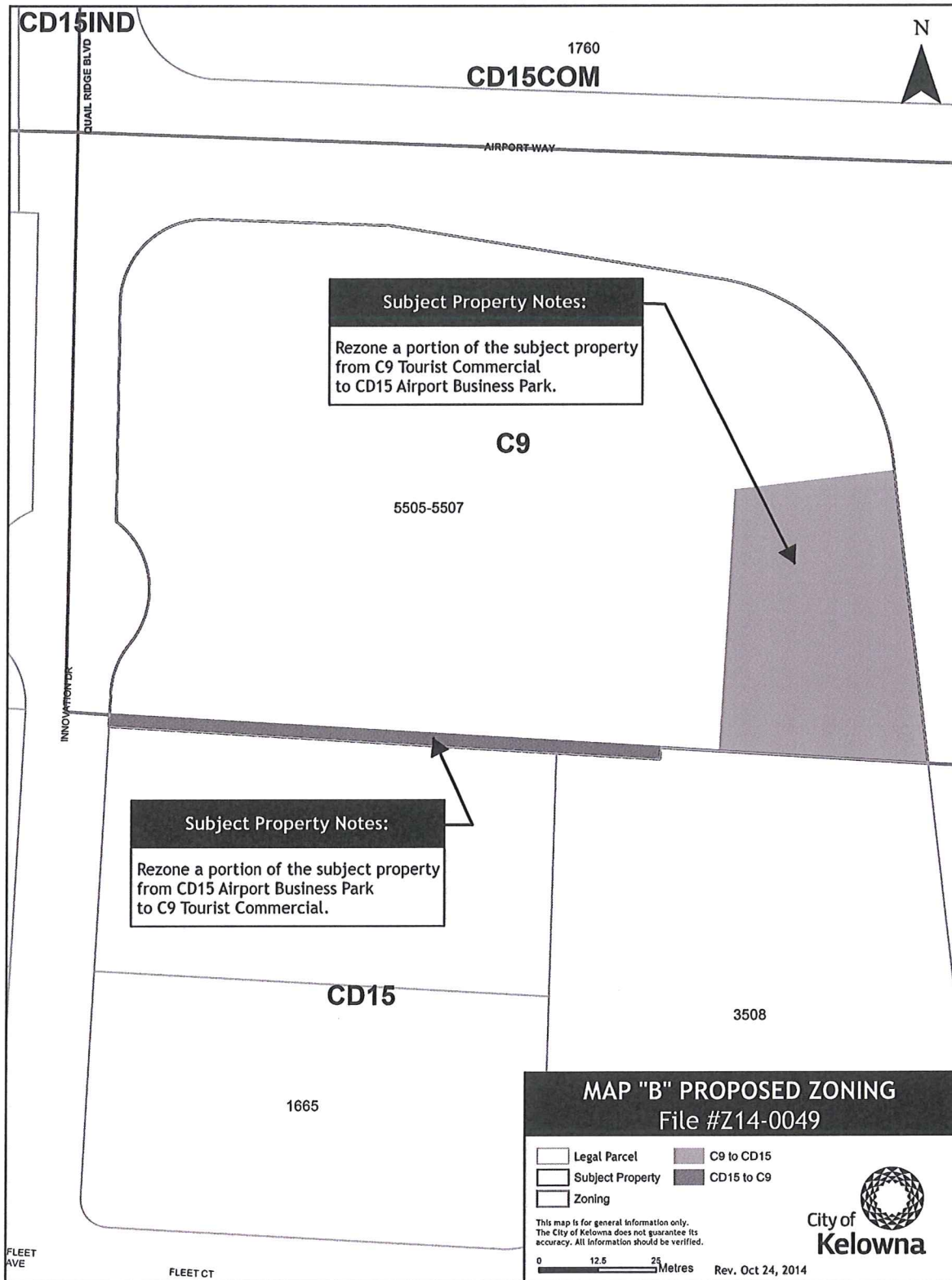
Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: November 26, 2014

RIM No. 0940-60

To: City Manager

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

Application: Z14-0039 **Owner:** Jacob Thiessen / Camara Ventures Ltd.

Address: 2046 Pandosy Street **Applicant:** Jake Thiessen

Subject: 2014 12 08 Report Z14-0039 HAP14-0013 2046 Pandosy St

Existing OCP Designation: S2RES - Single / Two Unit Residential

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RU6 - Two Dwelling Housing

1.0 Recommendation

THAT Rezoning Application No. Z14-0039 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Block 8, District Lot 14, ODYD, Plan 348 Except Plan 14193 and KAP91738, located on 2046 Pandosy Street, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone, as shown on Map "A" attached to the Report of the Urban Planning Department dated December 8, 2014, be considered by Council;

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

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

2.0 Purpose

To consider a Rezoning application to rezone the subject property from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone to allow a second dwelling to be built.

3.0 Urban Planning

Urban Planning staff supports the rezoning request to RU6 to build a second dwelling on the property. The proposal is consistent with the Official Community Plan (OCP) Future Land Use designation for the property and there are other examples of two dwelling housing in the area. Notably, the property immediately to the north added a second dwelling through a Heritage Revitalization Agreement, and the property at 2043-2047 Doryan Street has two dwellings under RU6 zoning. The subject property is a large residential lot (approximately 1,571 m²) and no

variances to the Zoning Bylaw are required, although the site coverage is maximized due to the parking requirements.

The subject property is located in the Abbott Street Heritage Conservation Area and requires a Heritage Alteration Permit (HAP) to address the form and character of the new dwelling. The Community Heritage Committee (CHC) reviewed the HAP on October 2, 2014 and passed a resolution supporting the second dwelling with conditions to improve the door treatment on the east elevation facing Pandosy Street. The applicant has since submitted revised plans to address these comments. Should Council choose to adopt the Zone Amending Bylaw, the HAP will be issued at a staff level.

The existing dwelling on the property currently operates as a bed and breakfast. In accordance with Zoning Bylaw Section 9.6.1(c), the licensed operator of the bed and breakfast must reside in the dwelling in which the bed and breakfast is located. As such, the applicant must reside in the existing dwelling, not the proposed new dwelling, as long as he is the licensed operator of the bed and breakfast.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by individually contacting the neighbours. No major concerns were identified during this consultation. To date, staff have not been contacted with any questions or concerns.

4.0 Proposal

4.1 Project Description

The applicant is seeking to build a second dwelling on the subject property with the intent of stratifying the property to two lots and residing in the new dwelling. The new dwelling will be located at the front of the property near Pandosy Street with the front entry and garage facing north. The existing single family dwelling at the rear of the property was built by the current property owner in 2011 and currently functions as a bed and breakfast (the Chesterfield Inn).

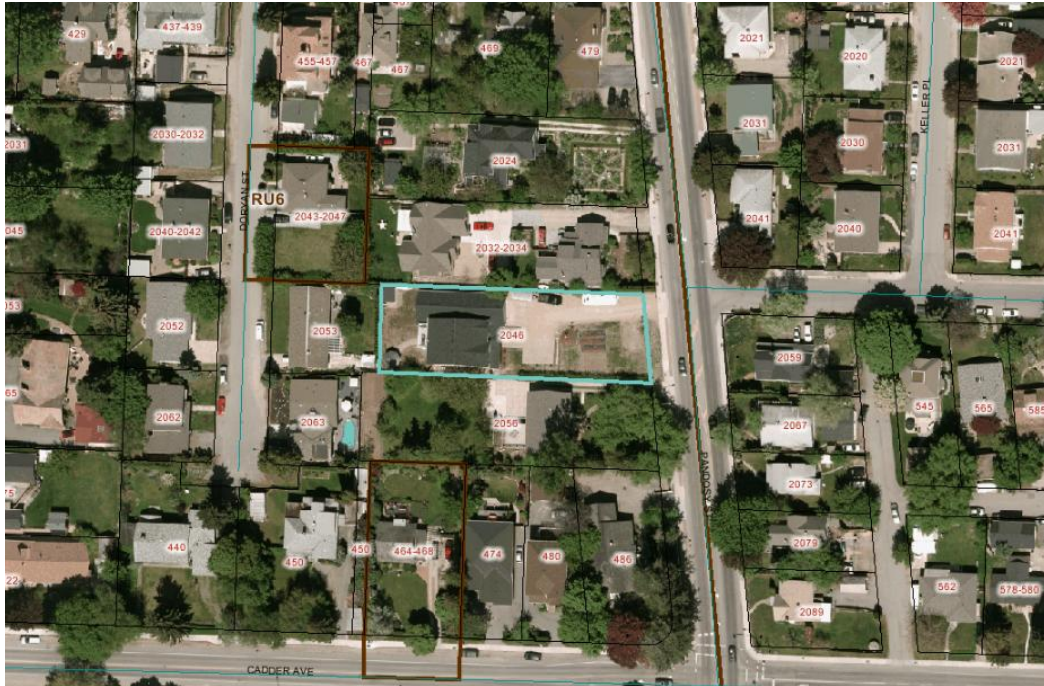
4.2 Site Context

The subject property is located on the west side of Pandosy Street between Park Avenue and Cadder Avenue. The property is designated S2RES - Single / Two Unit Residential in the Official Community Plan and is within the Permanent Growth Boundary and the Abbott Street Heritage Conservation Area. The area surrounding the property is low density residential.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Two Single Family Dwellings (HRA)
East	RU6 - Two Dwelling Housing	Single Family Dwelling
South	RU1 - Large Lot Housing	Single Family Dwelling
West	RU1 - Large Lot Housing	Single Family Dwellings

Subject Property Map: 2046 Pandosy Street



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	700 m ²	1,571.86 m ²
Lot Width	18.0 m	23.02 m
Lot Depth	30.0 m	67.63 m
Development Regulations		
Site Coverage (buildings)	40%	36.54%
Site Coverage (buildings, driveways & parking)	50%	50%
Height	9.5 m or 2 ½ storeys	7.61 m
Front Yard	6.0 m	6.0 m
Side Yard (south)	2.3 m	2.3 m
Side Yard (north)	2.3 m	5.58 m
Rear Yard	7.5 m	45.17 m
Other Regulations		
Minimum Parking Requirements	8 stalls (2 per dwelling + 4 for B&B)	Meets requirements
Private Open Space	30 m ² per dwelling	Exceeds requirements

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

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

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

Heritage Conservation Area Guidelines

Objectives:³

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

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCCs) are required to be paid prior to issuance of any Building Permits.
- Operable bedroom windows are required as per the BC Building Code 2012.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

- See attached memorandum, dated September 29, 2014.

6.3 Fire Department

- Requirements of Section 9.10.19 Smoke Alarms of the BC Building Code 2012 are to be met.

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

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

³ City of Kelowna Official Community Plan, Objectives (Heritage Conservation Area Guidelines Chapter).

6.4 FortisBC - Gas

- The existing gas service line will likely need to be altered to accommodate the new building footprint.

6.5 Ministry of Transportation

- Preliminary Approval is granted for the rezoning for one year pursuant to Section 52(3)(a) of the Transportation Act. The Ministry will be prepared to affix final signature after 3rd reading provided there are no significant changes.

7.0 Application Chronology

Date of Application Received: September 12, 2014

Date Public Consultation Received: November 10, 2014

Community Heritage Committee: October 2, 2014

The above noted application was reviewed by the Community Heritage Committee at the meeting held on October 2, 2014 and the following recommendations were passed:

THAT the Community Heritage Committee does support Heritage Alteration Permit Application No. HAP14-0013 for the property located at 2046 Pandosy Street in order to allow a second dwelling to be built on the subject property.

Anecdotal Comments:

The Community Heritage Committee noted conditions of support for the proposal is that the Pandosy Street elevation receives additional treatment with improvements to the Pandosy Street treatment to improve the connection of front entry to Pandosy.

Report prepared by:

Laura Bentley, Planner

Reviewed by:

☐

Lindsey Ganczar, Urban Planning Supervisor

Approved for Inclusion:

☐

Ryan Smith, Urban Planning Manager

Attachments:

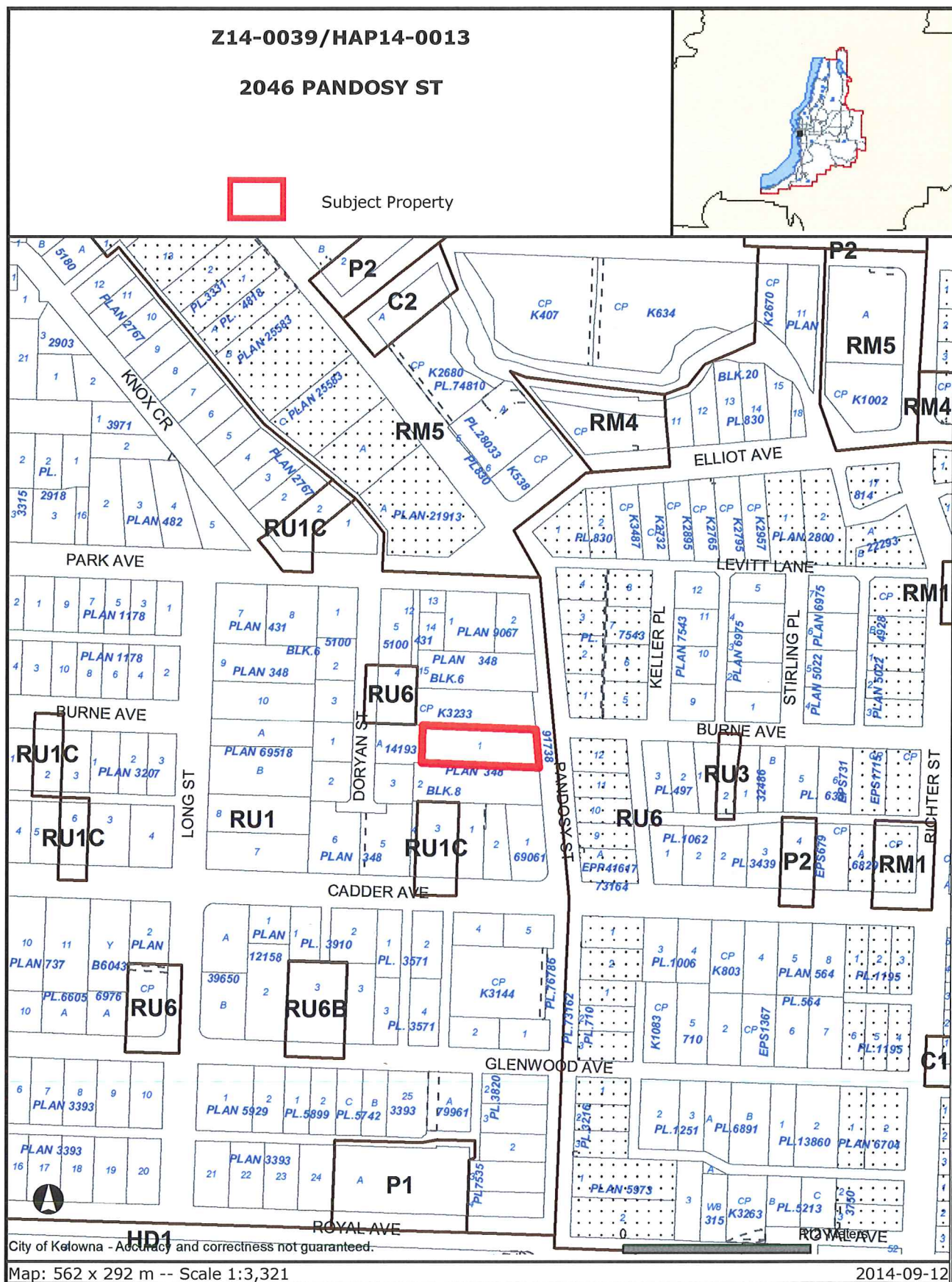
Subject Property Map

Site Plan

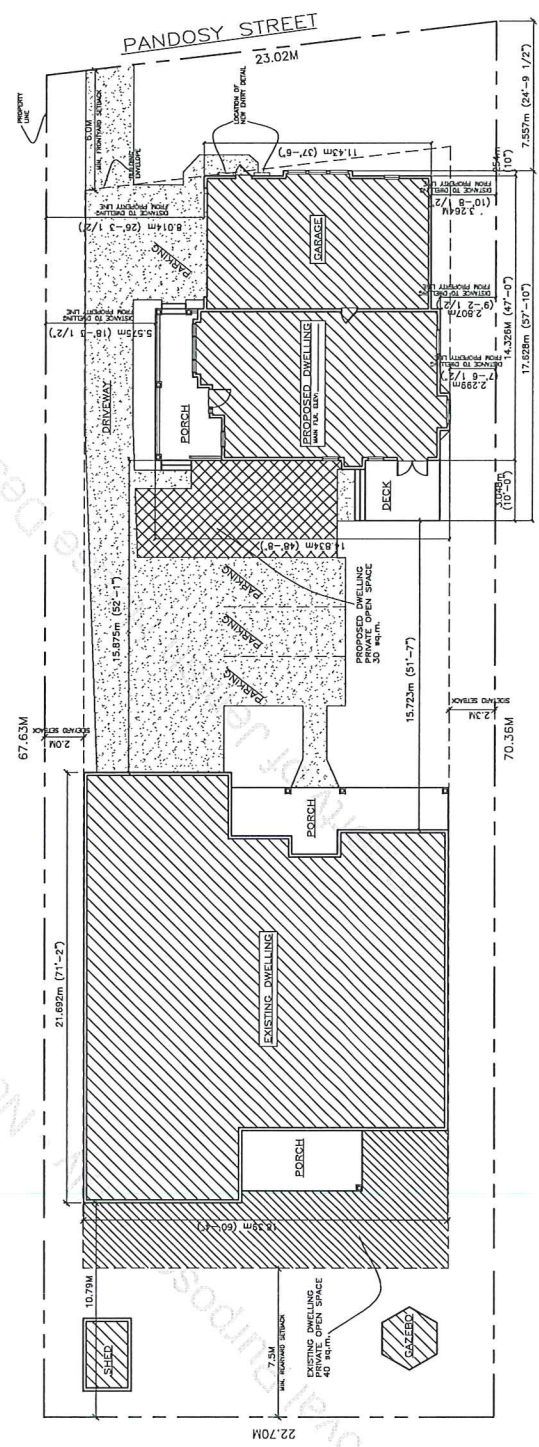
Floor Plans

Elevations

Development Engineering Memorandum



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

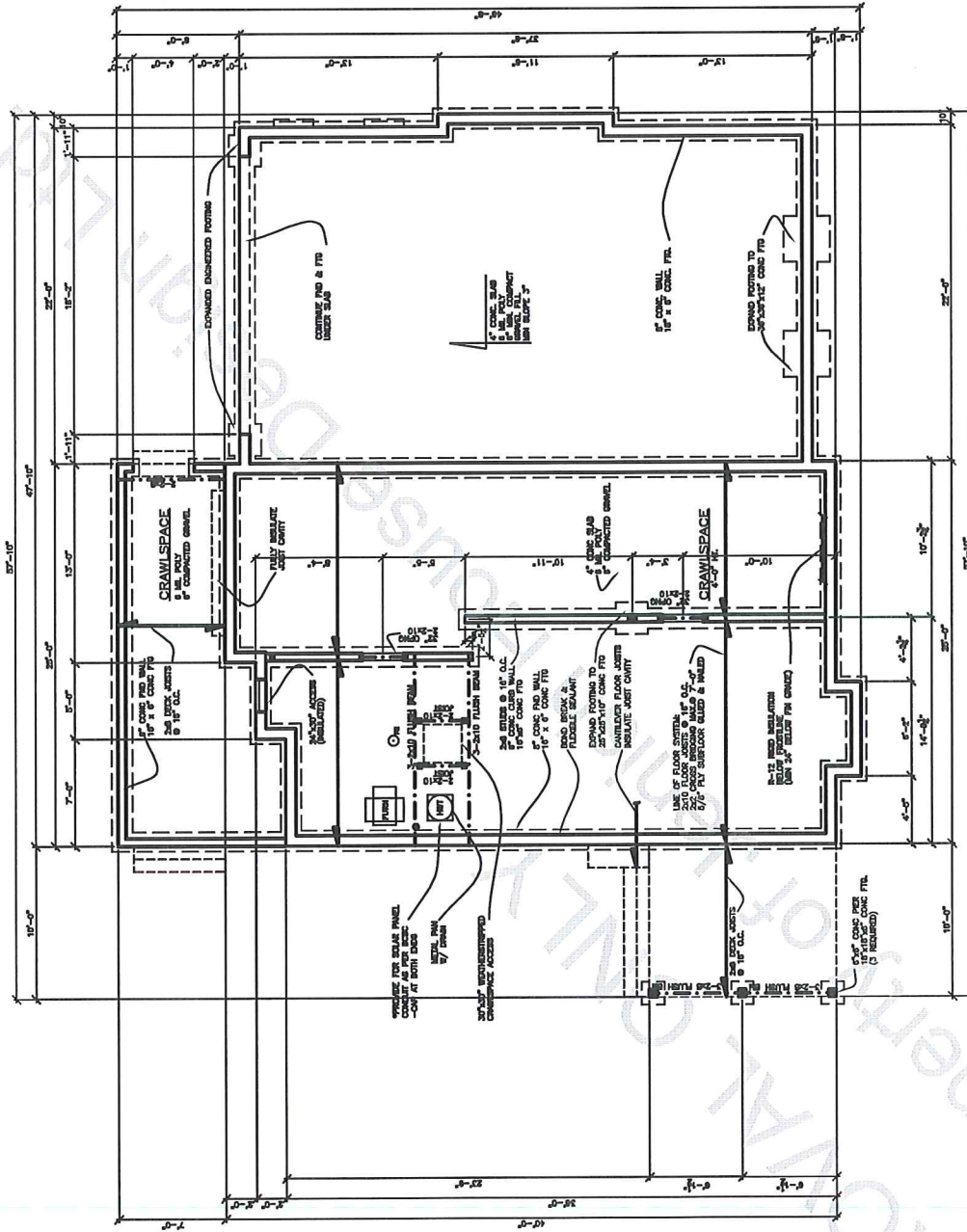


SITING AS PER RU1 ZONING



100-3-072

REFERENCE	9-3-200
DRAWN	DL/AD
CHECKED	12/18
DATE	OCT 14
SCALE	1/4"=1'-0"
SHEET	1 OF 7
PLAN NUMBER	100-3-072

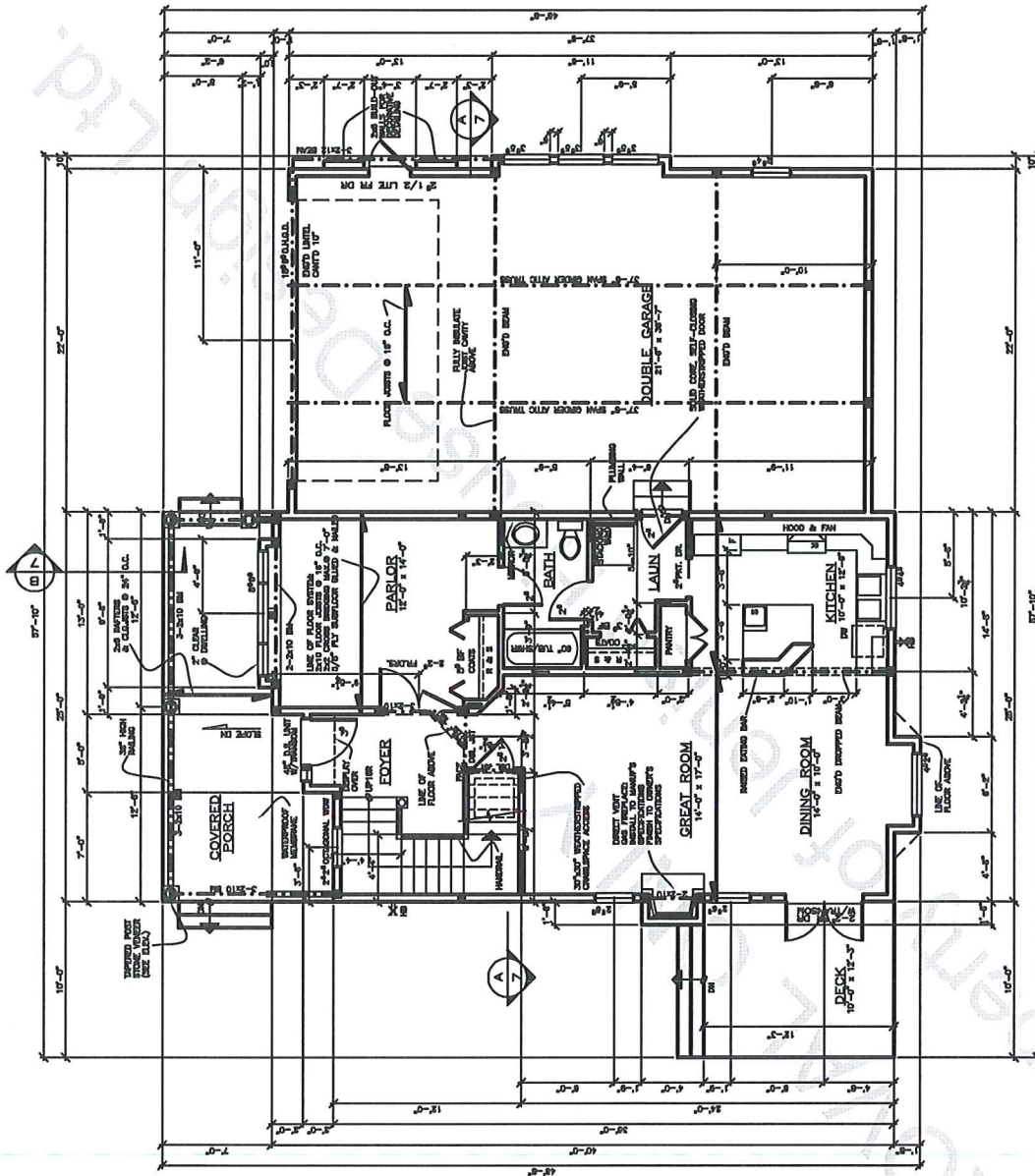


CRAWLSPACE/FOUNDATION PLAN
SCALE: 1/4"=1'-0"

* PROVIDE BULKHEAD SURFLOOR DEPRESSION/STATION.
* PROVIDE BULKHEAD SURFLOOR DEPRESSION/STATION.
* PROVIDE BULKHEAD SURFLOOR DEPRESSION/STATION.

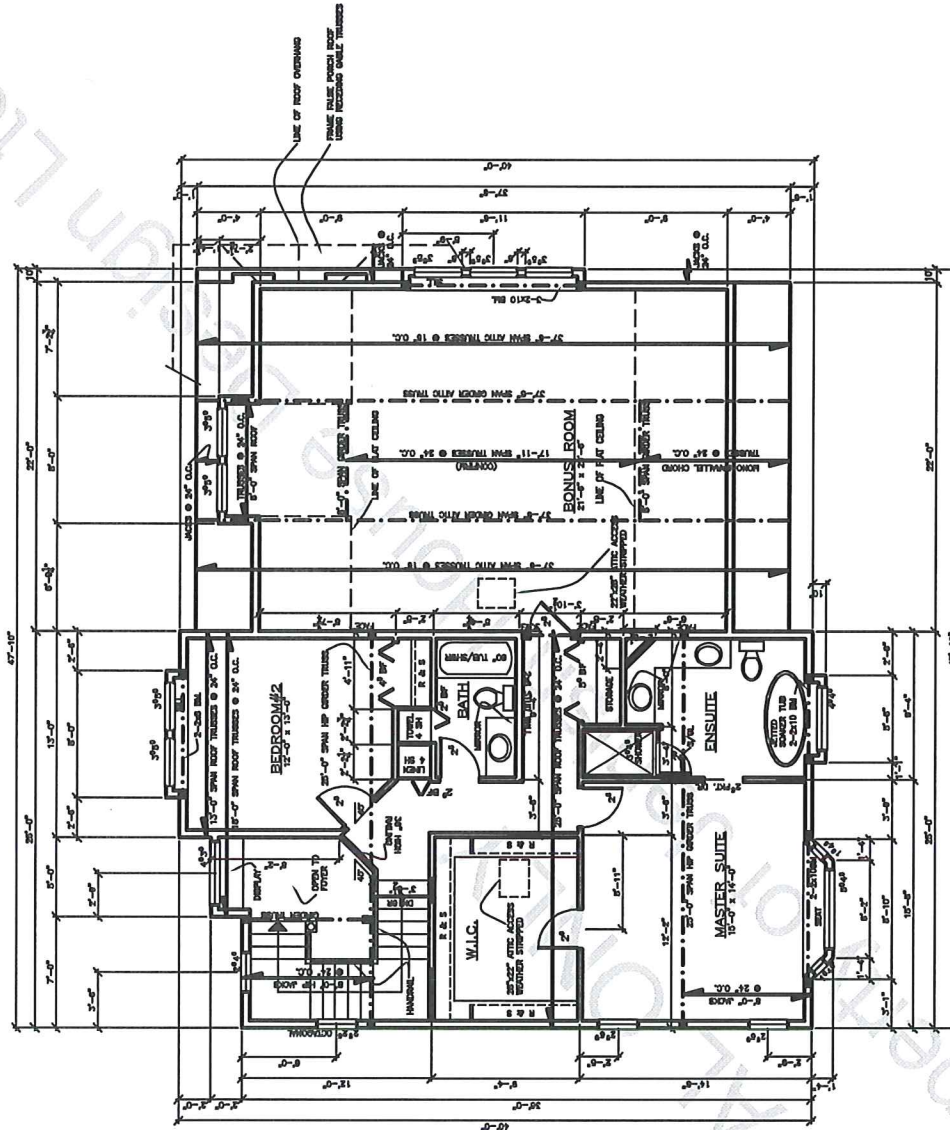


DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	DATE
SHEET NO.	DATE
PLAN NUMBER	DATE





DESIGNER	DATE	SCALE	SHEET	PLAN NUMBER
9-3-20	10/14	1/8"=1'-0"	3 OF 7	10-3-272
DESIGN	DATE	SCALE	SHEET	PLAN NUMBER
10/14	10/14	1/8"=1'-0"	3 OF 7	10-3-272
DESIGN	DATE	SCALE	SHEET	PLAN NUMBER
10/14	10/14	1/8"=1'-0"	3 OF 7	10-3-272
DESIGN	DATE	SCALE	SHEET	PLAN NUMBER
10/14	10/14	1/8"=1'-0"	3 OF 7	10-3-272
DESIGN	DATE	SCALE	SHEET	PLAN NUMBER
10/14	10/14	1/8"=1'-0"	3 OF 7	10-3-272



SECOND FLOOR PLAN
 FINISHED AREA = 904 SQ. FT.
 BONUS ROOM = 585 SQ. FT.

* PROVIDE FOR AVERAGE LOCATION OF
 110 SQ. FT. HOT WATER STORAGE TANK





CITY OF KELOWNA
MEMORANDUM

Date: September 29, 2014
File No.: Z14-0039

To: Urban Planning (LB)

From: Development Engineering Manager

Subject: 2046 Pandosy Street RU6

Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU6.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. An additional water service will be required and can be provided by City forces at the developer's expense. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrade. For estimate inquiry's please contact Sergio Sartori by email ssartori@kelowna.ca or phone 250-469-8589.

2. Sanitary Sewer

Our records indicate that this property is serviced with a 100mm-diameter sanitary sewer service complete with inspection chamber. The service is adequate for the proposed application.

3. Road Improvements

a) Pandosy Street has been upgraded along the full frontage of this property, and no further upgrades are required.

4. Access, Manoeuvrability and Parking Requirements

The Parking Area shall be designed so as to allow vehicles to turn-around on-site and exit onto Pandosy Street Ave in a forward direction.

5. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.



Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
BYLAW NO. 11041
Z14-0039 - Jacob Thiessen and Camara Ventures Ltd.
2046 Pandosy Street

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, Block 8, District Lot 14, ODYD, Plan 348, Except Plan 14193 and KAP91738, located on Pandosy Street, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: November 25, 2014

RIM No. 1250-30

To: City Manager

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

Application: Z10-0091 **Owner:** D & S Schulz Enterprises Ltd
Inc No BC0837184

Address: 196 Cariboo Rd **Applicant:** D & S Schulz Enterprises Ltd
Inc No BC0837184

Subject: 2014 12 08 Report to rescind Z10-0091

Existing Zone: RR3 - Rural Residential 3

Proposed Zone: RU6 - Two Dwelling Housing
RU1 - Large Lot Housing

1.0 Recommendation

THAT Council receives, for information, the report from Urban Planning, Community Planning & Real Estate, dated November 25, 2014 with respect to Rezoning Bylaw No. 10513 (Application Z10-0091 - D & S Schulz Enterprises Ltd., Inc No BC0837184 - 196 Cariboo Rd);

AND THAT Bylaw No. 10513 be forwarded for rescindment consideration and Staff be directed to close the related files

2.0 Purpose

To consider the rescindment of the rezoning bylaw for the subject property from RR3 - Rural Residential 3 to RU6 - Two Dwelling Housing and RU1-Large Lot Housing.

3.0 Urban Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

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

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

By-Law No. 10513 received second and third readings on April 19, 2011 after the Public Hearing held on the same date. The applicant has received several extensions to have this application remain open in order to consider all options for the project. The application was last given an extension to have the file remain open up to the October 19, 2014 expiry date. As there has been no file activity in regards to rezoning a portion of the subject property to the RU6 - Two Dwelling Housing zone to allow the development of a duplex and subsequent stratification, and to rezone the remainder of the property to the RU1 - Large Lot Housing zone to allow the existing dwelling to remain as a single unit dwelling, it is logical that Bylaw No. 10513 be rescinded and the file closed. When the applicant team deems a similar/identical project to be feasible at some point in the future, Staff will endeavour to expedite the review process given the time and resources that have been allocated to this proposal.

Report prepared by:

Paul McVey - Planner
Urban Planning

Reviewed by:

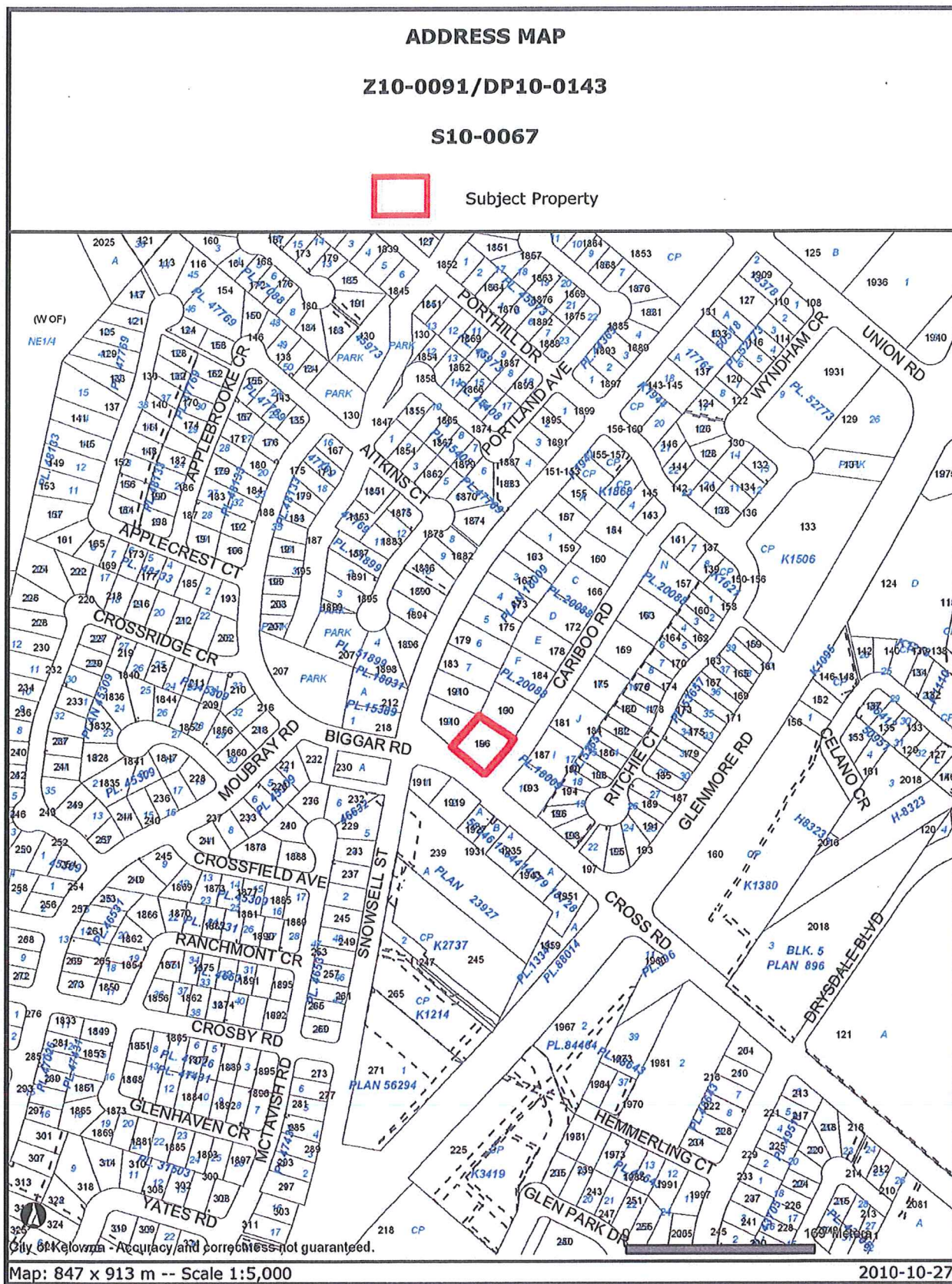
☐

Ryan Smith, Urban Planning Manager

Approved for Inclusion:

☐

Doug Gilchrist, Divisional Director, Community Planning & Real Estate



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

CITY OF KELOWNA
BYLAW NO. 10513
Z10-0091 - D & S Schulz Enterprises Ltd.
196 Cariboo Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot H, Section 4, Township 23, ODYD, Plan 20088 located on Cariboo Road, Kelowna, B.C., from the RR3 - Rural Residential 3 zone to the RU6 - Two Dwelling Housing zone and the RU1 - Large Lot Housing zone as per Map "A" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 28th day of March, 2011.

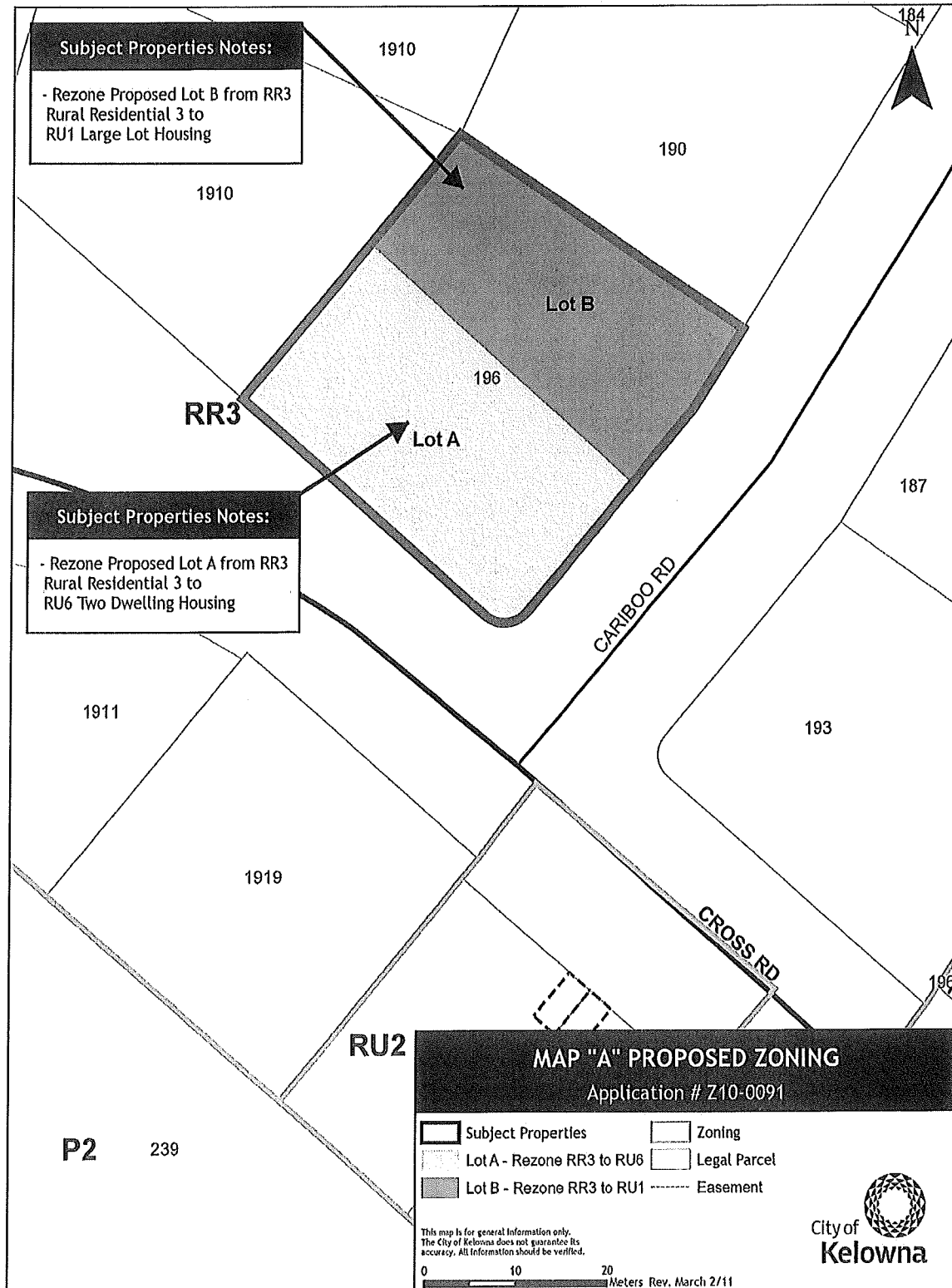
Considered at a Public Hearing on the 19th day of April, 2011.

Read a second and third time by the Municipal Council this 19th day of April, 2011.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: 12/8/2014
RIM No. 1250-30
To: City Manager
From: Urban Planning, Community Planning & Real Estate (AC)
Application: Z13-0011 **Owner:** Wendy Diana Cullen & Michael Steve Anderson
Address: 370 Fleming Rd **Applicant:** Wendy Diana Cullen & Michael Steve Anderson
Subject: Rezoning Extension Application Z13-0011
Existing OCP Designation: Single/Two Residential
Existing Zone: RU1 - Large Lot Housing
Proposed Zone: RU6 - Two Dwelling Housing

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of rezone amending Bylaw No. 10849 (Z13-0011) for the property located at 370 Fleming Road (Lot B, Section 27, Township 26, ODYD Plan 11730) Kelowna, BC, be extended from June 18th, 2014 to June 18th, 2015;

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

2.0 Purpose

To extend the date for adoption of Zone Amending Bylaw No. 10849 from June 18, 2014 to June 18, 2015.

2.1 Urban Planning Department

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

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

Section 2.12.2 of the Procedures Bylaw makes provision for Council to consider an extension to an amending bylaw for up to a period of twelve (12) months.

This rezoning application received second and third readings on June 18th, 2013 after the Public Hearing was held on the same date. The applicant submitted an extension request on June 19th 2014 requesting the application remain open for an additional twelve (12) months from the current expiry date of June 18th 2014. The rationale for the extensions is the applicant needs to raise enough funds to meet the final conditions of the rezoning application. The final conditions are:

- 1) Development Engineering requirements - pay Local Area Service charge (approximately \$1,891.00).
- 2) Pay outstanding Black Mountain Irrigation District fees (approximately \$2,800)
- 3) Council to review Development Variance Permit application to reduce side yard setback requirement.

The applicant was forced to apply for the Rezoning, Development Variance Permit, and Development Permit because a bylaw enforcement investigation revealed the applicant converted the accessory building (garage) into a carriage house. The single family dwelling and the garage was built in 2005. A variance is required because garages have smaller setbacks requirements than carriage houses. As the garage was converted to a carriage house without the benefit of a permit, Staff are recommending that this be the only extension request approved and that Council provide direction to both Staff and to the applicant that no further extensions would be considered.

Report prepared by:

Adam Cseke, Planner

Reviewed by:

☐

Lindsey Ganczar - Urban Planning Supervisor

Approved for Inclusion

☐

Ryan Smith - Urban Planning Manager

Attachments:

Subject Property Map



REPORT TO COUNCIL



Date: November 17, 2014
RIM No. 1250-30
To: City Manager
From: Urban Planning, Community Planning & Real Estate (LK)
Application: Z13-0032 **Owner:** Gary Lupul
Address: 325 Hartman Road **Applicant:** Gary Lupul
Subject: 2014 12 08 Report Z13-0032 extension
Existing OCP Designation: S2RES - Single / Two Unit Residential
Existing Zone: RU1 - Large Lot Housing
Proposed Zone: RU6 - Two Dwelling Housing

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10891 (Z13-0032, Gary Lupul, Hartman Road), be extended from November 5, 2014 to November 5, 2015.

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

2.0 Purpose

To extend the date for adoption of Zone Amending Bylaw No. 10891 (Z13-0032) from November 5, 2014 to November 5, 2015.

3.0 Urban Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

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

Section 2.12.2 of the Procedures Bylaw makes provision for Council to consider an extension to an amending bylaw for up to a period of twelve (12) months.

The rezoning application received second and third readings on November 5, 2013 after a Public Hearing held on the same date. The applicant submitted an extension request on October 30, 2014 requesting the application remain open for an additional twelve (12) months from the current expiry date of November 5, 2014. The rationale for the extensions is the applicant needed to raise enough funds to meet the final conditions of the rezoning application and submit plans for the new house construction. The final conditions are:

- 1) Development Engineering requirements:
 - Sanitary Sewer charges \$3,530.47 (valid until March 31, 2014),
 - Road Improvements - Hartman Road frontage upgrade \$10,700.00 and Solly Court frontage upgrade \$9,200.00 (valid until March 31, 2014)
- 2) Pay outstanding Black Mountain Irrigation District fees (approximately \$4670.00)

The applicant applied for the Rezoning and Development Permit to add a second dwelling to the subject parcel. Initially, an existing house was to be relocated to the parcel. Due to complications and cost, the house is no longer available. The applicant would like to amend the application to construct a new single family dwelling. Staff are recommending that this be the only extension request approved and that Council provide direction to both Staff and to the applicant that no further extensions would be considered.

Report prepared by:

Lydia Korolchuk, Planner

Reviewed by:

☐

Lindsey Ganczar, Urban Planning Supervisor

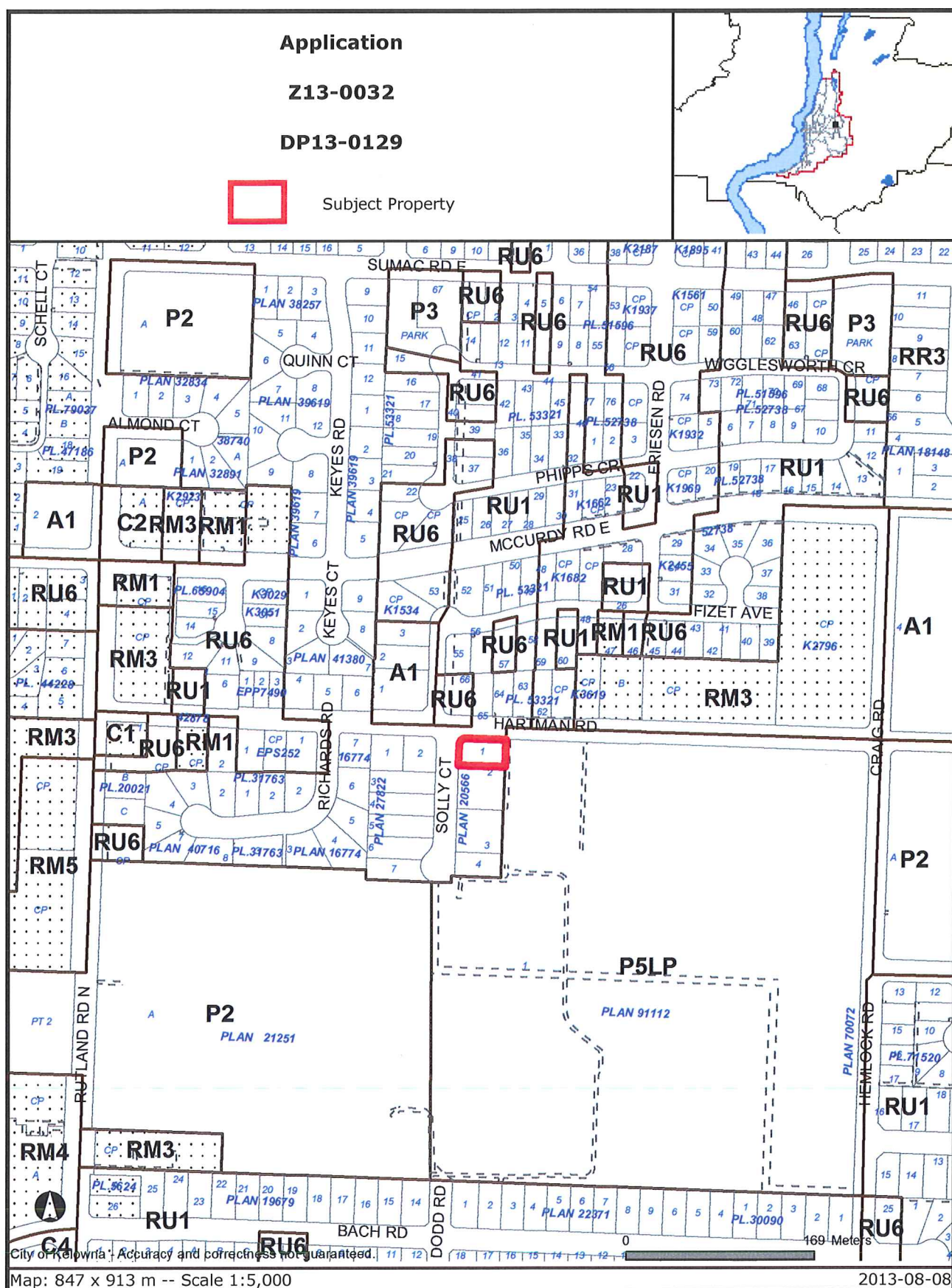
Reviewed by:

☐

Ryan Smith, Urban Planning Manager

Attachments:

Subject Property Map



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.

REPORT TO COUNCIL



Date: November 10, 2014

RIM No. 1250-30

To: City Manager

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

Application: DVP13-0196
DP13-0195

Owner: Ken Zeither,
Society of Hope

Address: 2105 Benvoulin Court

Applicant: Paul Schuster, Novation Design
Studio

Subject: Development Variance and Development Permit Proposal, Extension Request

Existing OCP Designation: Multiple Unit Residential - Medium Density

Existing Zone: RM5 - Medium Density Multiple Housing

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the issuance of the Development Permit Variance DVP13-0196 and Development Permit Application DP13-0195, for Lot C D.L. 128 and 142 ODYD Plan KAP89861, located at 2105 Benvoulin Court, Kelowna B.C. be extended from September 14, 2014, to September 14, 2015.

2.0 Purpose

To consider extending the date of issuance of DVP13-0196 and DP13-0195 from September 14, 2014 to September 14, 2015.

Proposal:

Staff was supportive of the development proposal, which was authorized for issuance by Council on March 18th, 2014.

The proposal for Phases II and III of a seniors housing complex consists of two apartment buildings made up of one and two bedroom units. Parking will be provided within an underground parkade with access from Benvoulin Court (previously approved with Phase I).

A Development Variance Permit was required for the height of the multi-residential buildings which are five storeys high in a zone where four storeys are permitted. As well, 117 parking spaces are proposed where 162 spaces are required.

In summary, this project delivers on many aspects of both land use and urban design that are encouraged for this Urban Centre location. When the project was rezoned in 2009 Staff was aware that future phases would be subject to Development Permit approval and the proposed development is in line with those expectations. Most importantly, the project will provide seniors with rental housing in an Urban Centre location in close proximity to transit and amenities.

Applicants for this project have requested an extension as funding has not yet come forward from BC Housing.

3.0 Urban Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;
- c) In the case of an amendment application, the City Clerk will place on the agenda of a meeting of **Council** a motion to rescind all readings of the bylaw associated with that Amendment application.

The applicant has submitted a written request for an extension for meeting these conditions, including condition No.4 which is the submission of a Landscape Performance Security deposit at 125% of the estimated value of landscaping. Staff is supporting a one year extension to September 14, 2015.

Report prepared by:

Lauren Morhart, Planner

Reviewed by:

☐

Lindsey Ganczar, Supervisor, Urban Planning

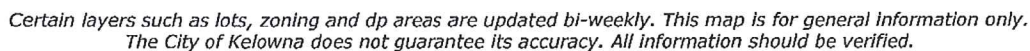
Approved for Inclusion:

☐

Ryan Smith, Manager, Urban Planning

Attachments:

Subject Property Map



REPORT TO COUNCIL



Date: 11/21/2014

RIM No. 1250-30

To: City Manager

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

Application: Z10-0092

Owner: Kimberly Carole Berg
John Robert Berg

Address: 3150 Sexsmith Road

Applicant: Protech Consulting 2012

Subject: Rezoning Application, Extension Report

Existing Zone: A1 - Agriculture 1

Proposed Zone: I6 - Low Impact Transitional Industrial Zone

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10443 (Z10-0092), for Lot 27 Section 3 Township 23 ODYD Plan 18861, located at 3150 Sexsmith Road, Kelowna, BC, be extended from November 16, 2014 to November 16, 2015.

2.0 Purpose

To consider a final extension to extend the date for adoption of Zone Amending Bylaw No. 10443 from November 16, 2014 to November 16, 2015 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone.

3.0 Land Use Management

The above noted development application was originally considered at a Public Hearing by Council on November 16, 2010.

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;
- c) In the case of an amendment application, the **City Clerk** will place on the agenda of a meeting of **Council** a motion to rescind all readings of the bylaw associated with that Amendment application.

Section 2.12.2 of the Procedure Bylaw makes provision for Council to consider an extension to an amending bylaw for up to 12 months beyond the 12 months deadline.

Bylaw No. 10443 (Z10-0092) received second and third readings on November 16, 2010 after the Public Hearing held on the same date. This project remains unchanged and is the same in all respects as originally applied for. The applicant wishes to have this application remain open for an additional 12 months in order to satisfy the Development Engineering Branch and Glenmore Ellison Improvement District requirements. The water and sewer servicing requirements for the area bounded by Sexsmith, Arab and Appaloosa roads has been under review by City staff this past year with a view to determine acceptable servicing options for the area. It is anticipated that this will occur in the near future.

When the last extension application was considered by Council, the following notification was formalized to inform the applicant with respect to future bylaw extensions:

“Please be advised the Council had a general discussion with respect to extending applications at third reading and requested that you be advised that future extensions may not be granted without compelling rationale to do so.”

Given that four years has lapsed with limited activity and in consideration of Council’s previous concern with the lack of forward progress, there is no compelling reason to further extend the bylaw. However, given the servicing review by City staff that has been undertaken, it is reasonable to grant the applicant one further extension. The subject property requires a Development Permit to be submitted in order to review the scope of the proposal, which remains an outstanding item.

Report prepared by:

Paul McVey, Urban Planner

Reviewed by:

☐

Ryan Smith - Manager, Urban Planning

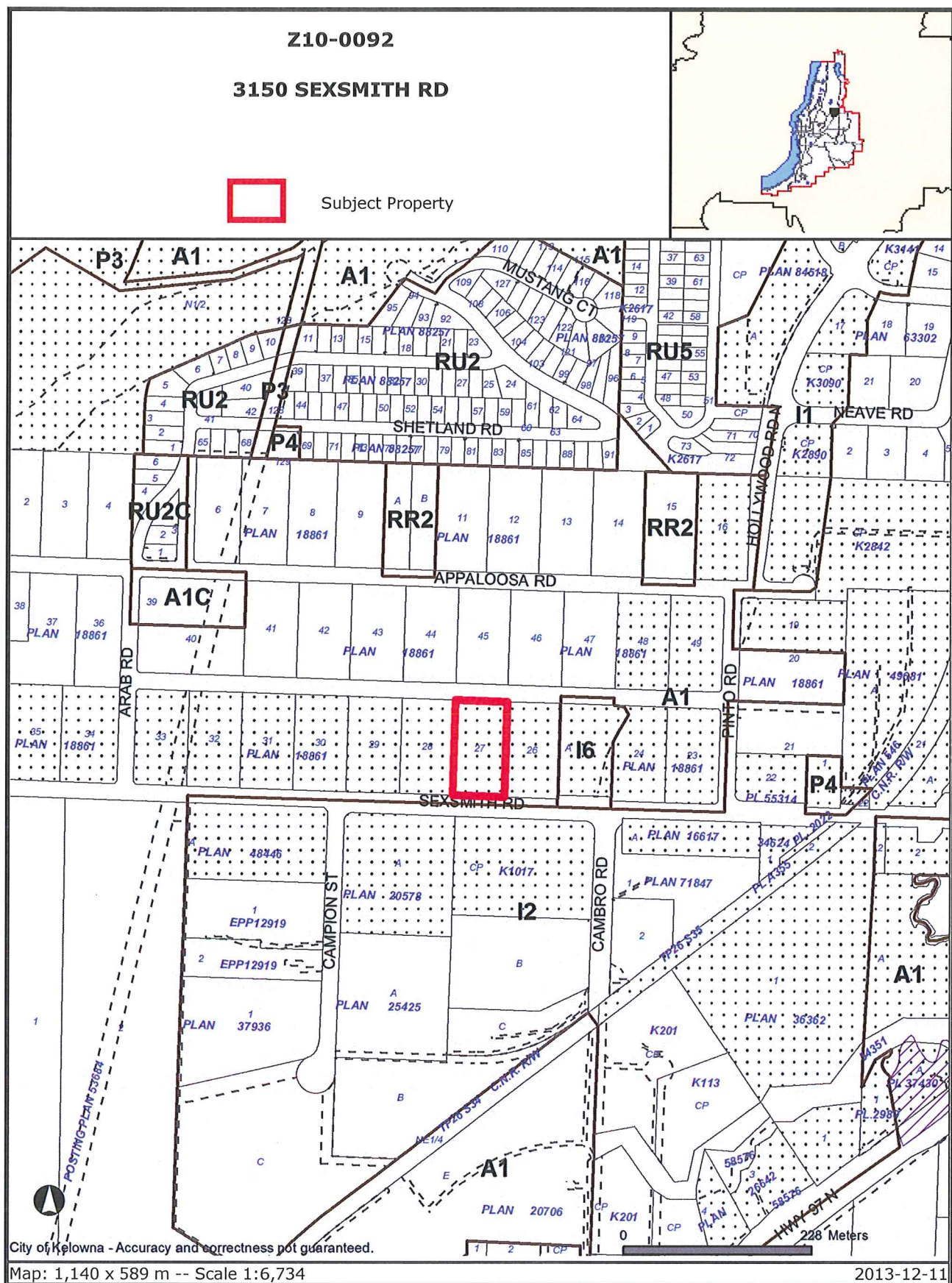
Approved for Inclusion:

☐

Doug Gilchrist - Divisional Director
Community Planning & Real Estate

Attachments:

Site Plan



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.

REPORT TO COUNCIL



Date: 11/17/2014

RIM No. 1250-30

To: City Manager

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

Application: Z10-0093

Owner: Shanny Toews & Marlin
James Toews
John Robert Berg & Kimberly
Carole Berg

Address: 3170 Sexsmith Rd

Applicant: Protech Consulting 2012

Subject: 2014 12 08 Report Z10-0093 extension to Nov 16 2015

Existing Zone: A1 - Agriculture 1

Proposed Zone: I6 - Low Impact Transitional Industrial Zone

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Amending Bylaw No. 10445 (Z10-0093), for Lot 26 Section 3 Township 23 ODYD Plan 18861, located at 3170 Sexsmith Road, Kelowna, BC, be extended from November 16, 2014 to November 16, 2015.

2.0 Purpose

To consider a final extension to extend the date for adoption of Zone Amending Bylaw No. 10445 from November 16, 2014 to November 16, 2015 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone.

3.0 Urban Planning

The above noted development application was originally considered at a Public Hearing by Council on November 16, 2010.

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

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

Section 2.12.2 of the Procedure Bylaw makes provision for Council to consider an extension to an amending bylaw for up to 6 months beyond the 12 months deadline.

Bylaw No. 10445 (Z10-0093) received second and third readings on November 16, 2010 after the Public Hearing held on the same date. This project remains unchanged and is the same in all respects as originally applied for. The applicant wishes to have this application remain open for an additional 12 months in order to satisfy the Development Engineering Branch and Glenmore Ellison Improvement District requirements. The water and sewer servicing requirements for the area bounded by Sexsmith, Arab and Appaloosa roads has been under review by City staff this past year with a view to determine acceptable servicing options for the area. It is anticipated that this will occur in the near future.

When the last extension application was considered by Council, the following notification was formalized to inform the applicant with respect to future bylaw extensions:

“Please be advised the Council had a general discussion with respect to extending applications at third reading and requested that you be advised that future extensions may not be granted without compelling rationale to do so.”

Given that four years has lapsed with limited activity and in consideration of Council’s previous concern with the lack of forward progress, there is no compelling reason to further extend the bylaw. However, given the servicing review by City staff that has been undertaken, it is reasonable to grant the applicant one further extension. The subject property requires a Development Permit to be submitted in order to review the scope of the proposal, which remains an outstanding item.

Report prepared by:

Paul McVey, Urban Planner

Reviewed by:

☐

Ryan Smith - Manager, Urban Planning

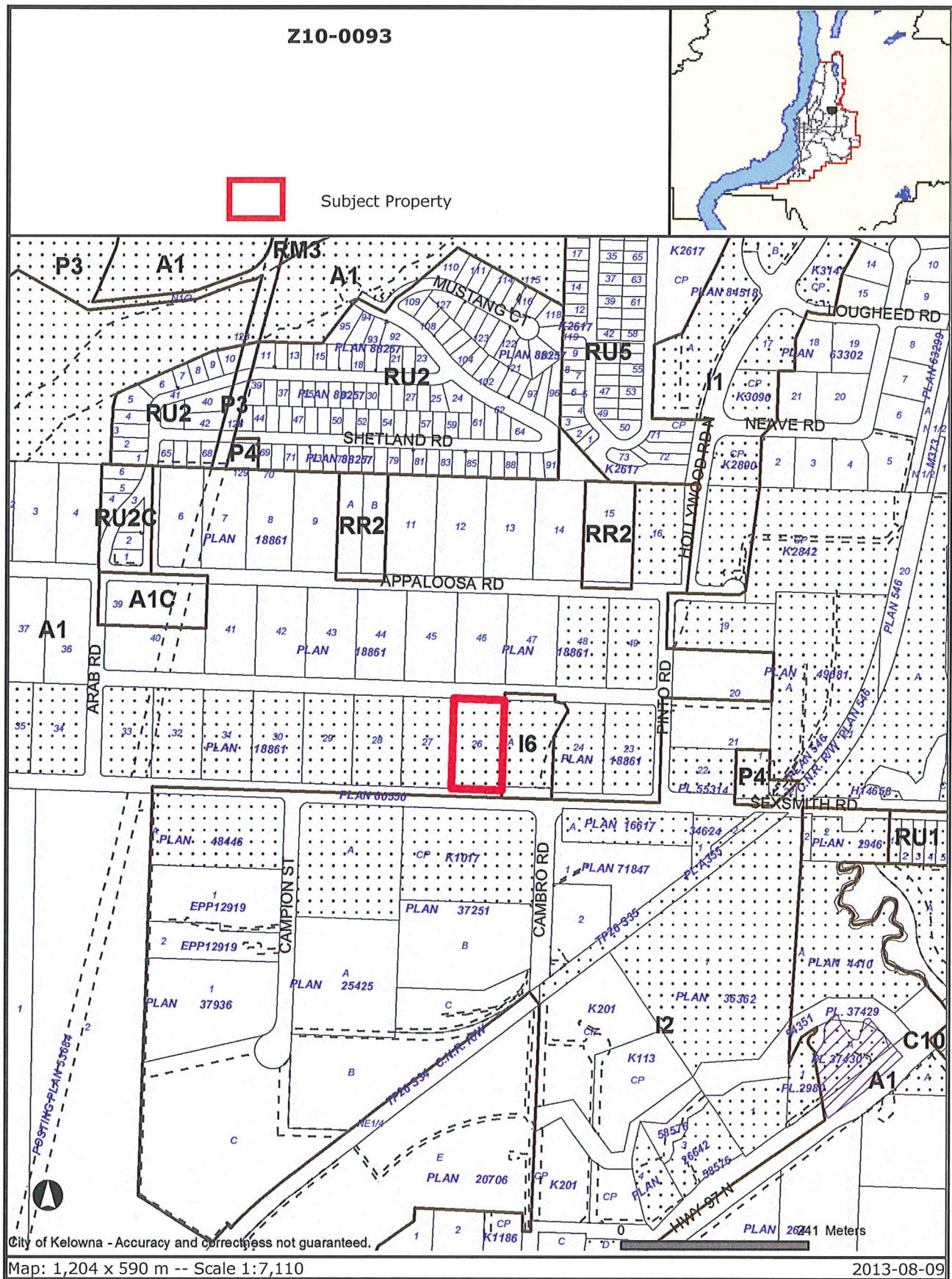
Approved for Inclusion

☐

Doug Gilchrist - Divisional Director
Community Planning & Real Estate

Attachments:

Site Plan



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REPORT TO COUNCIL



Date: 11/21/2014
RIM No. 1250-30
To: City Manager
From: Urban Planning, Community Planning & Real Estate (PMC)
Application: Z09-0035 **Owner:** Matthew James Ewonus
Address: 3130 Sexsmith Road **Applicant:** Protech Consulting
Subject: Extension Report
Existing Zone: A1 - Agriculture 1
Proposed Zone: I6 - Low-Impact Transitional Industrial

1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10436 (Z09-0035), for Lot 28 Section 3 Township 23 ODYD Plan 18861, located at 3130 Sexsmith Road, Kelowna, BC, be extended from November 16, 2014 to November 16, 2015.

2.0 Purpose

To consider a final extension to extend the date for adoption of Zone Amending Bylaw No. 10436 from November 16, 2014 to November 16, 2015 in order to rezone the subject property from the A1 - Agriculture 1 zone to the new I6 - Low-Impact Transitional Industrial zone.

3.0 Land Use Management

The above noted development application was originally considered at a Public Hearing by Council on November 16, 2010.

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

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

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

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

Section 2.12.2 of the Procedure Bylaw makes provision for Council to consider an extension to an amending bylaw for up to 12 months beyond the 12 months deadline.

By-Law No. 10436 (Z09-0035) received second and third readings on November 16, 2010 after the Public Hearing held on the same date. The applicant wishes to have this application remain open for an additional twelve months in order to complete requirements to the satisfaction of the Development Engineering Branch and Glenmore Ellison Improvement District. The water and sewer servicing requirements for the area bounded by Sexsmith, Arab and Appaloosa roads has been under review by City staff this last year with a view to determine acceptable servicing options for the area. It is anticipated that this will occur in the near future.

When the last extension application was considered by Council, the following notification was formalized to inform the applicant with respect to future bylaw extensions:

"Please be advised the Council had a general discussion with respect to extending applications at third reading and requested that you be advised that future extensions may not be granted without compelling rationale to do so."

Given that four years has lapsed with limited activity and in consideration of Council's previous anecdotal forewarning at the last extension granted, there is no compelling reason to further extend the bylaw. However, given the servicing review by City staff that has been undertaken, it is reasonable to grant the applicant one further extension. The subject property requires a Development Permit to be submitted in order to review the scope of the proposal, which remains an outstanding item.

Report prepared by:

Paul McVey, Urban Planner

Reviewed by:

☐

Ryan Smith - Manager, Urban Planning

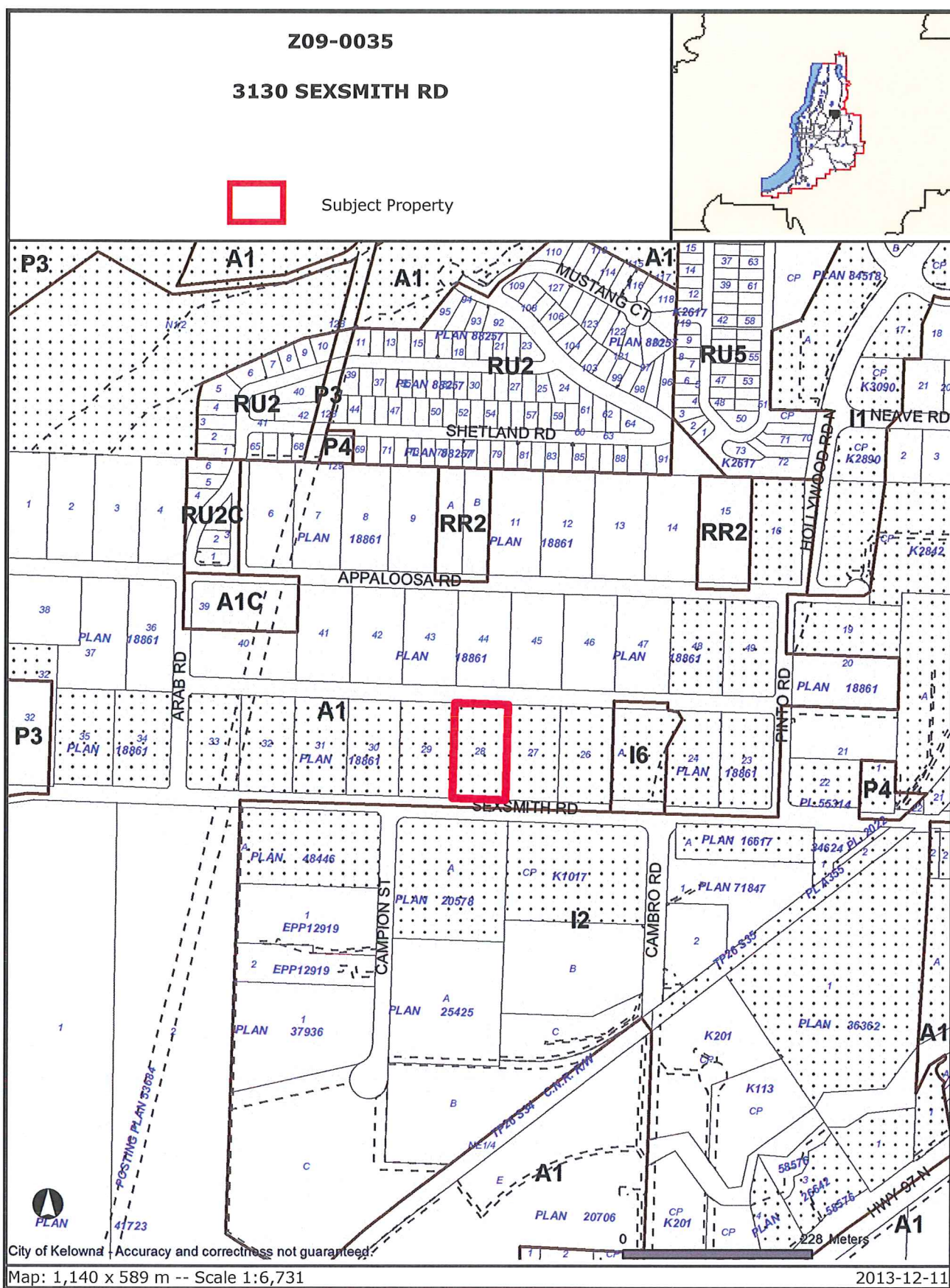
Approved for Inclusion:

☐

Doug Gilchrist - Divisional Director,
Community Planning & Real Estate

Attachments:

Site Plan



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CITY OF KELOWNA
BYLAW NO. 10555
Z11-0025 - Christopher and Ian McClellan
2857 East Kelowna Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Parcel A (DD 145723F & Plan B6784) of Lot 25, Section 16, Township 26, ODYD, Plan 187 located on East Kelowna Road, Kelowna, B.C., from the A1 - Agriculture 1 zone to the A1c - Agriculture 1 with Carriage House 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 30th day of May, 2011.

Considered at a Public Hearing on the 12th day of July, 2011.

Read a second and third time by the Municipal Council this 12th day of July, 2011.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

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

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by deleting **Schedule 'B' - Comprehensive Development Zones, CD18 - Vintage Landing Comprehensive Resort Development** in its entirety and replacing with a new **CD18 - Vintage Landing Comprehensive Resort Development** as attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 29th day of September, 2014.

Considered at a Public Hearing on the 4th day of November, 2014.

Amended at first reading by the Municipal Council this 4th day of November, 2014.

Read a second and third time as amended by the Municipal Council this 4th day of November, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule 'B' – Comprehensive Development Zones

CD18 – McKinley Beach Comprehensive Resort Development

1.1 PURPOSE

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

1.2 PRINCIPAL AND SECONDARY USES

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

1.2(a) AREA I Village Centre

Principal Uses:

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

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

Secondary Uses:

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

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

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

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

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

Secondary Uses:

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

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

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

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

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

Secondary Uses:

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

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

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

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

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

Secondary Uses:

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

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

1.3 DEVELOPMENT REGULATIONS

- (a) Total density for the CD18 Zone shall not exceed 271,500m² in accordance with the Vintage Landing [McKinley Beach] Area Structure Plan adopted as part of the Kelowna Official Community Plan.
- (b) The maximum number of overall units for the CD18 Zone is 1300.
- (c) The maximum area of all commercial (retail and office) uses is 15,000m².
- (d) The maximum allowable area of all office use is 5000m². The maximum area of office space in any one building is 2000m² and the maximum size of any individual office tenancy shall not exceeding 500m².
- (e) The maximum area for any one individual retail tenancy in Area I is 5500m², in Areas II, III, IV the maximum area for any one tenancy is 400m².
- (f) Density in the CD18 zone will be controlled in the form of a 219 covenant registered on the remainder parcel(s), which will indicate an allowable buildable area equal to the total site density of 271,500m² as outlined in section 1.3 (a) and which will be reduced by the:
 - 1. buildable area approved through all Form & Character Development Permits within the CD18 Areas, and
 - 2. for those lots not requiring a form & character Development Permit it will be through the subdivision approval process based on a calculation of 350m² per unit (based on 1.3(g) Type B below). *For example: if there are 10 lots being approved and eight of those lots are for single detached housing and two of the lots are for semi-detached housing the calculation used to determine the buildable area would be $12 \times 350\text{m}^2 = 4,200\text{m}^2$.*

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

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

Type A:

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

Type B:

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

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

(j) Natural Environment/Hazardous Conditions

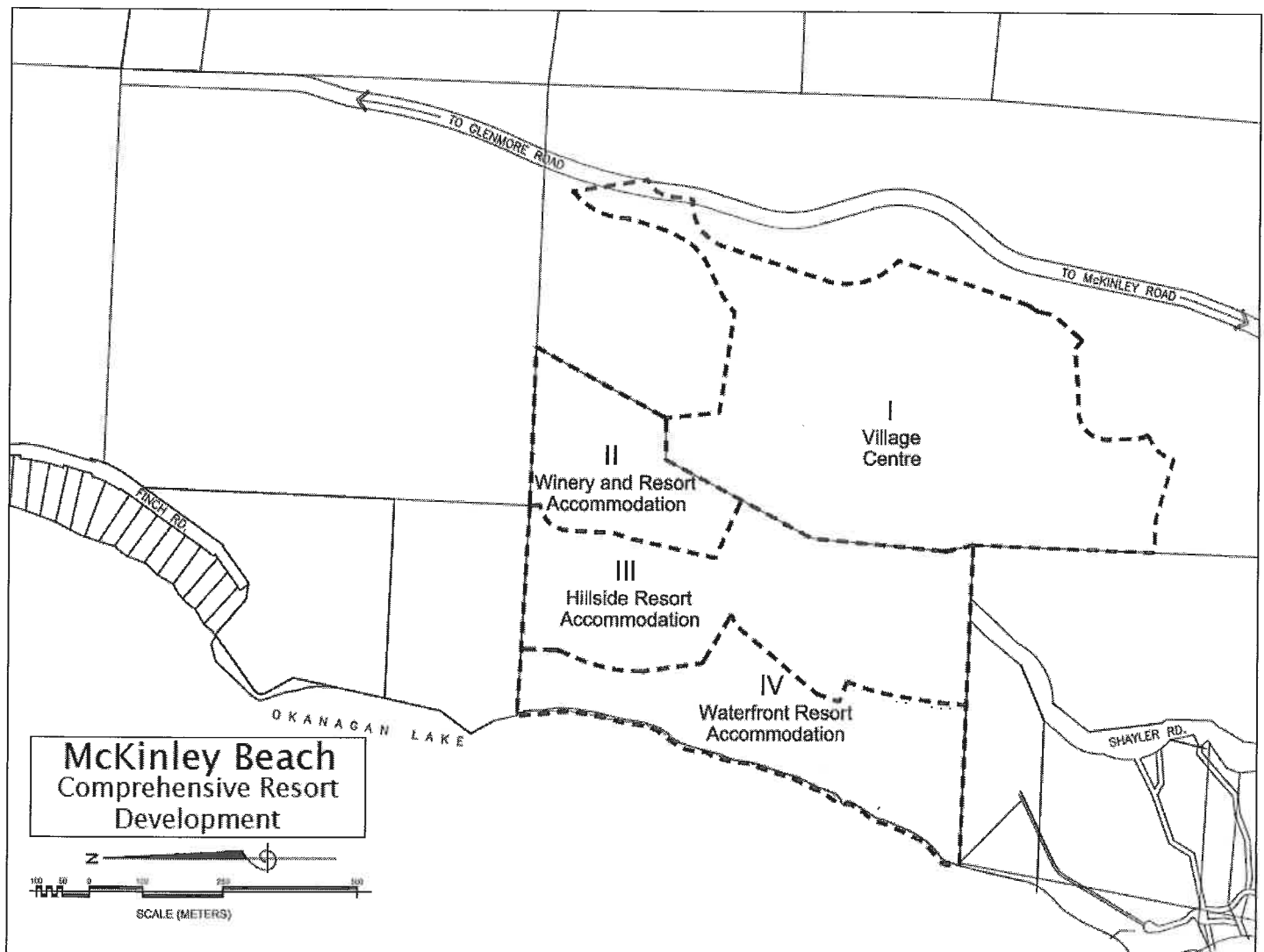
1. Impact to Environmentally Sensitive Areas designated as "High Value" or ESA 1 will be limited to infrastructure and utilities, where possible, and will strive to minimize impact to these areas. If development should occur within these areas, mitigation will promote no net loss to the habitat. If development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

(k) Building Height:

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

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

CD18 -McKinley Beach Comprehensive Resort Development
Map A



Report to Council



Date: 8/25/2014
File: 2250-70-91
To: City Manager
From: Steve Muenz - Development Engineering Manager
Subject: Latecomer Charges 2250-70-91 - Storm Drainage Facility
Report Prepared by: Sergio Sartori

Recommendation:

That Council requires the owner of **Lot C Plan EPP18422 Sec 33 Twp 26 ODYD** which is to be subdivided or developed, to provide the excess or extended services shown in Appendix D of the Latecomer Agreement No. 2250-70-91 attached to the report of Manager, Development Engineering Branch, dated August 25, 2014.

AND THAT Council considers the cost to provide the excess or extended services shown in Appendix D of Latecomer Agreement No. 2250-70-91 in whole or in part, to be excessive;

AND THAT the Latecomer charges be imposed for excess or extended services, as shown in Appendix D of Latecomer Agreement No. 2250-70-91, which are required to be installed as part of the referenced Development Project;

AND THAT Latecomer charges be imposed on the benefiting lands listed in Appendix D of Latecomer Agreement No. 2250-70-91

AND THAT Council authorizes the City to enter into Latecomer Agreement No. 2250-70-91 with the owner to be effective upon Substantial Performance of the Excess or Extended Services, and that the Mayor and City Clerk be authorized to execute and affix the corporate seal to the said Latecomer Agreement;

AND FURTHER THAT the owners of the benefiting lands be advised in writing of the Latecomer Charges to be imposed on their land.

Purpose:

The development is known as Kane Road Commercial and is located adjacent to Kane Road. A storm drainage facility was required to accommodate the development. This 15 year latecomer agreement for the drainage facility provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial development.

Background:

Pursuant to the Local Government Act, where an owner of the land that is to be subdivided or developed is required to provide excess or extended services by Council, and where Council considers its cost to be providing these services are excessive: then Council can require the services to be paid for by the owner.

However, where the owner is required to pay for these costs, City is required to:

- (a) Determine which part of the excess or extended service that is considers will benefit each of the parcels of land that will be serviced by the excess or extended service: and
- (b) Impose as a condition of an owner connecting to or using the excess or extended service, a charge related to the benefit determined under paragraph (b).

The purpose of this report is to establish these latecomer charges which will be collected from latecomers who connect to or use the designated services for a period fixed by the Latecomer Agreement which shall be no greater than 15 years commencing from the date of **Substantial Performance September 27, 2012** as determined by the City Engineer.

In this particular development, the services which are the subject of Latecomer Charge are identified in Appendix D of the Latecomer Agreement.

All of the benefiting parcels have been identified as Appendix D of the Latecomer Agreement and the total Latecomer charge for each parcel is shown along with a breakdown by individual utility.

Where Development Cost Charge works are proposed to be constructed, a rebate will be made to the owner according to current Development Cost Charge rebate policy. Development Cost Charge works, are not eligible for Latecomer Charges.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

S. Muenz, P. Eng
Development Engineering Branch Manager

Approved for inclusion:



Attachments:

Latecomer Agreement No. 2250-70-91

LATECOMER AGREEMENT NUMBER 2250-70-91

THIS AGREEMENT dated for reference the 23th day of June 2014

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna BC V1Y 1J4

("the City")

AND:

Ocorp Development
#9 3151 Lakeshore Rd Box 493
Box 493
Kelowna, BC V1W 3S9
75%

PC Urban
Suite 1465, Two Bentall Centre
555 Burrard Street, Box 229
Vancouver, BC V7X 1M9
25%

(the "Owner")

WHEREAS:

- A. The Owner has applied to the City to develop the Owner's Lands herein defined on Appendix A and is in accordance with the City's Subdivision and Development Bylaw providing water, sewage, drainage or Highway facilities, or a combination of such facilities, that will serve the Owner's Lands;
- B. A portion of the water, sewage, drainage, or Highway facilities (herein defined as "Excess or Extended Services") will serve the Benefiting Lands herein defined on Appendix B, which Benefiting Lands do not include the Owner's Lands;
- C. The City considers that its costs to provide the Excess or Extended Services in whole or in part are excessive, and requires the Owner of the Owner's Lands, and the owners of any other lands that, in the opinion of the City, will benefit from the Excess or Extended Services, to pay the cost of the Excess or Extended Services;
- D. The City is authorized to enter into this Agreement under Section 939 of the Municipal Act;
- E. The Council of the City has by way of Bylaw No. 6519, as amended or replaced from time to time, set the rate of interest referred to under Section 939(8) of the Municipal Act and in paragraph 3 of this agreement;

THIS AGREEMENT IS EVIDENCE THAT in consideration of \$1,000.00 (HST exempt) the mutual covenants and agreements made by each of the parties to the other as set out in this agreement, and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the City and the Owner covenant and agree as follows:

Interpretation

1. In this agreement

- (a) "Benefiting Lands" means the lands other than the Owner's Lands that:
 - (i) in the opinion of the City, will be served by the Excess or Extended Services, which Benefiting Lands are, subject to paragraph 1(a)(ii), legally described on Appendix B;
 - (ii) may be connected to the Excess or Extended Services after completion of those Excess or Extended Services;
- (b) "Excess or Extended Services" means any combination, as shown in Appendix D, of a portion of a:
 - (i) Highway system required to be constructed and installed by the owner that will provide access to land other than the land being subdivided or developed, or
 - (ii) Water, sewage, or drainage system constructed and installed by the owner that will service land other than the land being subdivided or developed;
- (c) "Latecomer" means an Owner of Benefiting Lands;
- (d) "Owner's Lands" means those certain lands equally described in Appendix A and owned by the Owner in respect of which the Owner is constructing works and services, a portion of which systems constitutes the Excess or Extended Services that will serve the Benefiting Lands;
- (e) "Owner" in respect of real property means the registered owner of an estate in fee simple, and includes:
 - (i) the tenant for life under a registered life estate,
 - (ii) the registered holder of the last registered agreement for sale,
 - (iii) the holder or occupier of land held in the manner mentioned in Sections 356 and 357 of the Municipal Act,
- (f) Substantial Performance is the stage of completion of all the Works and Services when:
 - (i) the Works and Services are ready to be used for their intended purpose, as certified by the Consulting Engineer; and
 - (ii) the total of the incomplete, defective and deficient Works and Services can be completed at a cost as estimated by the Consulting Engineer;and verified by the City Engineer, of no more than 3% of the total cost of the Works and Services.

Payment of Latecomer Charges during Term

- 2. The City shall pay to the Owner charges imposed by the City under Section 939(5)(c) of the Municipal Act based upon the formula described on Appendix C, only if and to the extent the charges are paid by the Latecomers and collected by the City during the period commencing on the date of Substantial Performance and ending on the earlier of:

- (i) the date on which the Owner's costs in connection with the Excess or Extended Services, determined in accordance with Section 11.1 of the Subdivision and Development Servicing Bylaw 7900, have been paid to the Owner; or
- (ii) **September 27, 2027** Fifteen Years from the date of Substantial Performance.

Interest

- 3. There shall be included in the charge payable to the Latecomer under Section 939(5) (c) interest calculated annually at a rate prescribed by a Bylaw of the City, payable for the period commencing on Substantial Performance, up to the date that the connection is made or the use commences, and if paid by the Latecomer and collected by the City during the period referred to in paragraph 2, the interest shall be paid to the Owner.

Assignment or Transfer of Owner's Rights

- 4. This Agreement may not be assigned by the Owner without the prior written consent of the City. In the event of a dispute as to the beneficiary of this Agreement, the City may, at its option, commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued and accruing pursuant to this Agreement.

Indemnity

- 5. The Owner covenants not to sue the City, its administrators, successors, assigns, directors, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else whom the City is in law liable, by reason of or arising out of or in any way connected with any error, omission, or conduct of the City in relation to the Excess or Extended Services, including, without the generality of the foregoing, a failure of the City to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under Section 939 of the Municipal Act.

Termination

- 6. Upon the expiration of the Term, the City shall be forever released and wholly discharged from any and all liability and obligations hereunder this agreement, or howsoever arising pertaining to the Latecomer Charges, and whether arising before or after the expiry of this Agreement.
- 7. Paragraphs 5 to 16 shall survive the termination of this Agreement.

Owner Representation and Warranty


- 8. The Owner represents and warrants to the City that the Owner has not received, claimed, demanded or collected money or any other consideration from the Latecomers for the provision, or expectation of the provision of the Excess or Extended Services, other than as contemplated and as provided for under this Agreement; and further represents and warrants that the Owner has not entered into any agreement the Latecomers for consideration in any way related to or connected directly or indirectly with the provision of the Excess or Extended Services.


Miscellaneous

9. Time is of the essence.
10. Any notice required by this Agreement will be sufficiently given if delivered by mail to the parties at the addresses first above written.
11. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
12. This Agreement shall be governed by the laws of the Province of British Columbia.
13. This Agreement constitutes the entire agreement between the City and the Owner with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the City with the Owner.
14. No amendment or waiver of any portion of this agreement shall be valid unless in writing and executed by the parties of this agreement. Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
15. A reference, in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
16. The Owner represents and warrants to the City that:
 - (a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
 - (b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
 - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Owner to be in default of any other agreement or obligation, respecting the Owner's Lands; and
 - (d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

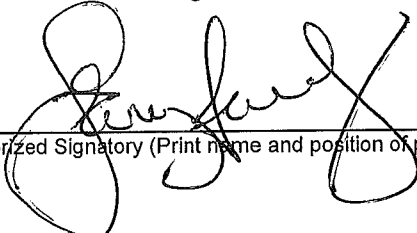
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

Ocorp Development Ltd.
by its authorized signatories:

 Sammy Sandhu VP Oper.
Authorized Signatory (Print name and position of person signing)


Authorized Signatory (Print name and position of person signing)

PC Urban (Brandt's Creek) LP
by its authorized signatories:


Authorized Signatory (Print name and position of person signing)

GARRY FAWLEY
Authorized Signatory (Print name and position of person signing)

CITY OF KELOWNA
by its authorized signatories:

Authorized Signatory (Print Name) Mayor

Authorized Signatory (Print Name) City Clerk

Appendix A to Latecomer Agreement 2250-70-91

<u>Legal Description of Owner's Land</u>	<u>Roll No.</u>	<u>KID No.</u>
1. Lot C, Section 33, Township 26, ODYD, Plan EPP18422	3255.494	749906

Appendix B to Latecomer Agreement 2250-70-91

<u>Legal Description of Benefiting Lands</u>	<u>Roll No.</u>	<u>KID No.</u>
1. Lot 1, Section 33, Township 26, ODYD KAP4043	6540.000	103960

Note that Lot 1, KAP4043 is the only property benefiting under the terms of this Latecomer, the Frontender has received full compensation from all other benefitting lands.

Appendix C to Latecomer Agreement 2250-70-91

The charges imposed by the City for the purposes of paragraph 2 will, in respect of the particular **Parcel** of the **Benefiting Lands**, be based on one of the following formula. The selection of appropriate formula will be at the sole discretion of the City.

$$\frac{\text{Total construction cost}}{(\text{Benefiting Lands Tributary Flow}) + (\text{Owner's land Tributary Flow})} = \text{cost per T.F.}$$

Storm drainage (Detention Tank)

$$\frac{\$509,105.83}{103,675} = \$4.91$$

Appendix D to Latecomer Agreement 2250-70-91

DISTRIBUTION OF LATECOMER CHARGES PER PARCEL

Developer's Name: **PC Urban**

Project Number: **Z11-0033**

Legal Description of benefiting parcel	Latecomer charges					
	Tax Roll No.	Sanitary Sewer	Storm Sewer	Water	Roads & Services	Total
Lot 1, KAP4043	6540.000	\$0.00	\$67,726.91	\$0.00	\$0.00	\$67,726.91
TOTAL						\$67,726.91

Appendix E to Latecomer Agreement 2250-70-91

Developer's Name: **PC Urban**

Project Number: **Z11-0033**

Service: **Storm Drainage (Detention Tank)**

Reference Plan Sheet:

Legal Description of Benefiting Parcel	Tax Roll No.	KID#	Proportionate share of Tributary Flow	Cost	Total Cost
Lot 1, KAP4043	6540.000	103960	13,792	\$4.91	\$67,726.91

Report to Council



Date: 8/18/2014
File: 0505-45
To: City Manager
From: Steve Muenz - Development Engineering Branch Manager
Subject: Latecomer Charges 2250-70-92 - Watermain - Chute Lake Rd/Frost Rd to Killdeer Rd

Recommendation:

That Council requires the owner of **LOT A DL 579 SDYD and The South ½ of DL 579 SDYD** which is to be subdivided or developed, to provide the excess or extended services shown in Schedule B of the Latecomer Agreement No. 2250-70-92 attached to the Report of Manager, Development Engineering Branch dated August 18,2014.

AND THAT Council considers the cost to provide the excess or extended services shown in Schedule B of Latecomer Agreement No. 2250-70-92 in whole or in part, to be excessive;

AND THAT the Latecomer charges be imposed for excess or extended services, as shown in Schedule B of Latecomer Agreement No. 2250-70-92, which are required to be installed as part of the referenced Development Project;

AND THAT Latecomer charges be imposed on the benefiting lands shown on Schedule D of Latecomer Agreement No. 2250-70-92

AND THAT Council authorizes the City to enter into Latecomer Agreement No. 2250-70-92 with the owner to be effective upon Substantial Performance of the Excess or Extended Services, and that the Mayor and City Clerk be authorized to execute and affix the corporate seal to the said Latecomer Agreement;

AND FURTHER THAT the owners of the benefiting lands be advised in writing of the Latecomer Charges to be imposed on their land.

Purpose:

The development is known as The Ponds (NH3 Neighbourhood 3) land and is located adjacent to Gordon Drive. The development is a Community commercial retail and subdivision development. A water main extension was required to accommodate the development. The constructed water main has the capacity to accommodate the designated area. This 15 year latecomer agreement for the water system provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial and subdivision development.

Background:

Pursuant to the Local Government Act, where an owner of the land that is to be subdivided or developed is required to provide excess or extended services by Council, and where Council considers its cost to be providing these services are excessive: then Council can require the services to be paid for by the owner.

However, where the owner is required to pay for these costs, Council is required to:

- (a) Determine which part of the excess or extended service that is considered will benefit each of the parcels of land that will be serviced by the excess or extended service: and
- (b) Impose as a condition of an owner connecting to or using the excess or extended service, a charge related to the benefit determined under paragraph (b).

The purpose of this report is to establish these latecomer charges which will be collected from latecomers who connect to or use the designated services for a period fixed by the Latecomer Agreement which shall be no greater than 15 years commencing from the date of **Substantial Performance December 19, 2012** as determined by the City Engineer.

In this particular development, the services which are the subject of Latecomer Charge are identified in Schedule D of the Latecomer Agreement.

All of the benefiting parcels have been identified as Schedule D of the Latecomer Agreement and the total Latecomer charge for each parcel is shown on Schedule A.

Where Development Cost Charge works are proposed to be constructed, a rebate will be made to the owner according to current Development Cost Charge rebate policy. Development Cost Charge works, are not eligible for Latecomer Charges.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

S. Muenz, P. Eng
Development Engineering Branch Manager

Approved for inclusion:



Attachments:

Latecomer Agreement No. 2250-70-92

WATER SYSTEM EXTENDED SERVICE AGREEMENT
750mm dia. WATERMAIN – CHUTE LAKE RD/FROST RD TO KILLDEER RD
2250-70-92
ESA 15

City of Kelowna

And

No. 21 Great Projects Ltd.

December 19, 2012

June 17, 2013

SOUTH MISSION WATER SYSTEM EXTENDED SERVICE AGREEMENT

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June 17, 2013

**SOUTH MISSION WATER SYSTEM
EXTENDED SERVICES AGREEMENT**

This Agreement dated for reference December 19, 2012(the “Effective Date”) is

BETWEEN:

CITY OF KELOWNA, 1435 Water Street
Kelowna, B.C. V1Y 1J4

AND:

No. 21 GREAT PROJECTS LTD.
P.O. Box 29030 Okanagan Mission
Kelowna, B.C. V1W 4N7

RECITALS:

- A. The Developer proposes to develop the NH3 (Neighbourhood 3) Land;
- B. In order to develop the NH3 Land, it is necessary for the Water System to be built;
- C. The Water System will in part serve Benefiting Lands;
- D. The Developer is prepared to construct and install the Water System on the terms of this Agreement;
- E. Council considers its costs to provide the Water System to be excessive;
- F. By Council resolution passed on December 18, 1995, Council has required the Developer to construct and install the Water System as an excess or extended service within the meaning of s. 939 of the *Local Government Act*; and
- G. Under s. 939 of the *Local Government Act*, the City and the Developer wish to enter into this Agreement to provide for the collection of part of the Construction Costs of the Water System from Benefiting Owners through the collection of Benefit Charges and their payment to the Developer,

In consideration of the payment of \$10.00 by the Developer to the City (the receipt of which is acknowledged), and in consideration of the promises exchanged below, the parties agree as follows:

June 17, 2013

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement (including its recitals):

- (a) "Benefit Charges" means charges determined, levied and actually collected by the City from Benefiting Owners in accordance with this Agreement;
- (b) "Benefiting Lands" means any of the lands, shown as such in Schedules "D", and any parcel of land subdivided from any such lands by any means (including subdivision plan, bare land strata plan, strata plan or lease) or into which any such lands are consolidated by any means;
- (c) "Benefiting Owner" means an owner of Benefiting Lands;
- (d) "Capacity" means the number of UNITS shown on Schedule "A" as being capable of connection to a CWS
- (e) "City" means the City of Kelowna;
- (f) "Completion" means completion of the water system, such that it is complete and may be operated for its intended purpose, in accordance with the drawings and specifications prepared for it and sealed under the professional seal of a Professional Engineer, and in accordance with all applicable enactments;
- (g) "Completion Date" means the date on which Completion of the water system was reached, which, for clarity, is the Effective Date.
- (h) "Construction Costs" means Construction Costs of a CWS as set out in Schedule "B" which includes all costs, of every kind, necessary to design, construct and install that CWS to Completion;
- (i) "Conversion Method" means the method of determining the number of Units attributable to a building or other structure on, or use of, land other than a single family residential use, including institutional, commercial or industrial uses, which method is set out in Schedule "C";
- (j) "Council" means the council of the City under the *Local Government Act*;
- (k) "CWS" means a component of the Water System as described generally in Schedule "A" and referred to in Schedule "A" by number;
- (l) "Developer" means No. 21 GREAT PROJECTS LTD.
- (m) "ESA - 15" means any of the Benefiting Lands shown in Schedule "D";
- (n) "No. 21 Great Projects Ltd. Lands" means the lands owned by the Developer and described

as;

PID: 028-432-207 LOT A DL 579 SDYD, EPP9618 Except Plans EPP9638, EPP15721, EPP18670, EPP20408, EPP22118 AND EPP33403.

PID: 012-773-425 The South ½ of DL 579 SDYD, Except Plan KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 AND EPP22118.

- (o) "Prescribed Rate" means the annual rate of interest determined under section 3.2;
- (p) "Professional Engineer" means a professional engineer registered and in good standing as a member under the *Engineers and Geoscientists Act*;
- (q) "Unit" means a single family unit or a low density multi-family residential unit, both terms as defined in the City's Bylaw 7782; and
- (r) "Water System" means the water works system described generally in Schedule "A".

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;

- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) references to money are, unless otherwise expressly provided, references to Canadian currency;
- (n) reference to "owner" is a reference to that term as it is defined in the *Local Government Act*;
- (o) any act, decision, determination, consideration, consent or exercise of discretion under this Agreement must be performed, made or exercised acting reasonably unless it is said to be within the "sole discretion" of the party, in which case the act, decision, determination, consideration, consent or exercise of discretion may be performed, made or exercised in the absolute, unfettered and unreviewable discretion of that party;
- (p) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including" and the expression is to be given the broadest possible interpretation; and
- (q) where it is provided that the parties, or any person, may or must "agree" or enter into an "agreement", the person or parties must agree in writing or enter into an agreement in writing in order for them to be bound.

2.0 CONSTRUCTION OF WATER SYSTEM

2.1 General Nature of Agreement - The City and the Developer agree that:

- (a) this Agreement applies to the Benefiting Lands;
- (b) the Developer must design and construct the Water System components CWS, as described in Schedule "A", and
- (c) each CWS must be designed, constructed and installed by the Developer to Completion.

2.2 Water System Is An Excess Service - The City and the Developer agree that:

- (a) although the CWS's are capable of operating independently, they are functionally

complementary and form part of an integrated system, being the Water System;

- (b) the Water System serves and benefits the Benefiting Lands and is an excess work and service as contemplated by, and for the purposes of, s. 939 of the *Local Government Act*;
- (c) Council has required the Developer to provide the Water System as an excess work or service;
- (d) Council considers its cost to provide the Water System to be excessive and has therefore required the Developer to pay the cost of providing the Water System;
- (e) Council has determined that the proportion of the cost of providing the Water System that it considers constitutes the excess or extended service is 100%;
- (f) Council has determined that the part of the Water System that it considers will benefit each of the parcels of land comprised in the Benefiting Lands is all portions of the Water System;
- (g) the table set out in Schedule "A" describes, in respect of each of the CWS, which of the Areas benefit from each CWS, and the capacity of each CWS; and
- (h) Council has determined to impose, as a condition of a Benefiting Owner connecting to or using the Water System, a Benefit Charge on each Benefiting Owner.

2.3 Determination of Benefit Charges - The City and the Developer agree that:

- (a) the Benefit Charges in respect of each CWS are as set out in Schedule "A";
- (b) the Benefit Charges set out in Schedule "A" are charges related to the benefit determined by Council as described in section 2.2(f); and
- (c) the Benefit Charges set out in Schedule "A" are payable in respect of each CWS, with the calculation of the total Benefit Charges payable by a Benefiting Owner upon connection to the Water System by that Benefiting Owner being as determined by the City based on the number of Units attributable to the Benefiting Lands being connected, using the Conversion Method where appropriate in the City's determination.

2.4 Construction Costs - The City and the Developer agree that:

- (a) the Construction Costs for each CWS are as set out in Schedule "B"; and
- (b) the Benefit Charges for each Unit set out in Schedule "A" is based on the Construction Costs.

3.0 DETERMINATION AND COLLECTION OF CHARGES

3.1 Collection of Benefit Charges - The City must impose, as a condition of connection to the Water System by a Benefiting Owner, the Benefit Charge payable by that Benefiting Owner as determined under section 2.3.

3.2 Prior Connections - Notwithstanding section 3.1, should the City permit the connection to the Water System by a Benefiting Owner on or after the Completion Date and prior to the execution of this Agreement by all parties (the "Execution Date"), without collecting the Benefit Charge payable by that Benefiting Owner as determined under section 2.3, the City agrees to collect and pay to the Developer same as promptly as is practicable after the Execution Date. [NOTE TO DRAFT: impose deadline or clarify what is meant by "as promptly as is practicable after their receipt by the City"]

3.3 Interest - The City and the Developer agree that interest must be added to each Benefit Charge determined under section 3.1, with the interest being calculated annually at the Prescribed Rate from the relevant CWS completion date to the date the connection in question is made. The Prescribed Rate for the purposes of this Agreement is the annual interest rate, as established by the City's Bylaw No. 6519-89 (for greater certainty as amended from time to time). The current interest rate under the bylaw as of the date of this agreement is 3%.

3.4 City To Calculate Benefit Charges and Interest - The Developer agrees that the City is to calculate all Benefit Charges, including interest payable under section 3.2, and that the City's determination of such amounts is in each case conclusive and is binding on the Developer.

3.5 City To Pay Benefit Charges To the Developer - The City agrees to pay to the Developer all Benefit Charges actually collected by the City quarterly or as promptly as is practicable after their receipt by the City. No interest is payable by the City on Benefit Charges for the period between their receipt by the City and their payment to the Developer.

3.6 Time Limit on Collection of Benefit Charges - The City and the Developer agree that:

(a) Benefit Charges must be collected from Benefiting Owners by the City beginning on the Completion Date to the date that is the earlier of:

- 1) The date on which Capacity is reached for that CWS, or
- 2) 15 years from the Completion Date,

after which the City is no longer required to collect Benefit Charges related to that CWS from any Benefiting Owners; and

(b) this Agreement and the obligations of the City under it (including with respect to the collection and payment of Benefit Charges) terminate on **December 19, 2027**.

3.7 Risk of Underutilization - The Developer acknowledges, and agrees with the City, that:

- (a) the Developer bears all risk, and loss, of the financial and other consequences to the Developer connected with, or resulting from, the capacity of the Water System, or any CWS, being in excess of the actual use of or demand on the Water System or CWS because the extent of development of any or all of the Benefiting Lands is less than anticipated on the reference date of this Agreement;
- (b) the Developer irrevocably releases and waives, and must indemnify and hold harmless, the City (and its elected officials, officers, employees, agents or contractors) from and in respect of any loss, damage, liability or cost suffered or incurred by the Developer or anyone else in any way connected with anything described in this section.

4.0 ARBITRATION

4.1 Dispute Resolution - If any dispute, disagreement or issue arises regarding the interpretation, performance or a breach of this Agreement, a party may give notice of the matter to the other party. Within 15 days after such a notice is given, the parties must meet and attempt to resolve the matter to the satisfaction of each of the parties. Each of the parties must cooperate with the other, including by providing such information, on a without prejudice basis, as is reasonably necessary to assist in resolving the matter. If the parties are not able to resolve within 30 days after notice of the matter is given by a party, the matter must be referred for arbitration within 10 days after the expiry of the 30 day period by a single arbitrator appointed and acting under the *Arbitration Act* (British Columbia), who must issue a decision in respect of the matter within 30 days after its referral to the arbitrator. The cost of the arbitration is to be borne equally by the parties to it. The decision of an arbitrator to whom a matter is referred under this section is final and binding.

4.2 No Limit on Other Remedies - For clarity, nothing in this article affects the rights or remedies available to a party at law or under any enactment with respect to any threatened breach or breach of this Agreement by the other party.

5.0 GENERAL

5.1 Severance - If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

5.2 Notice - All notices or other communications required or permitted to be given under this Agreement must be in writing and must be sent by courier delivery or by electronic notice, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk
Fax: (250) 862-3399

(b) If to the Developer:

No. 21 GREAT PROJECTS LTD.
P.O. Box 29030 Okanagan Mission RPO
Kelowna, B.C. V1W 4A7

Attention: Crystal Lloyd

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other consideration that is sent by electronic notification is considered to have been given on the day it is sent if that day is a business day, and if that day is not a business day it is considered to have been given on the next business day after the date it is sent. If a party changes its address or electronic address, or both, it must immediately give notice of its new address or electronic address, or both, to the other party as provided in this section.

5.3 Further Acts - Each of the parties must at all times execute and deliver all such further documents, deeds and other instruments, and do and perform such acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

5.4 Binding Effect - This Agreement ensures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers, successors and permitted assigns.

5.5 No Waiver - No provision or breach of this Agreement, or any default, is to be considered to have been waived by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or Default, is not to be construed as or constituted a waiver of any further or other breach of the same or any other provision or default and the consent or approval of a party to any act by another party requiring the consent or approval of the party is not to be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party.

5.6 Third Party Beneficiaries - This Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established in this Agreement.

5.7 Contractual Rights and Obligations Only - The parties each agree that this Agreement creates only contractual rights and obligations between them and they each by this section agree that no tort or other duty, obligation or liability is created by or under this Agreement (including any duty of care or fiduciary duty) is created by or under this Agreement.

5.8 All Actions at Developer's Expense - Unless otherwise expressly provided in this Agreement, all costs, expenses and liabilities of doing anything required by, or in connection with, this Agreement are solely those of the Developer, including all Construction Costs in respect of the Water System.

5.9 Assignment of the Developer's Rights - If the rights of the Developer under this Agreement are assigned or transferred, in either case voluntarily or by operation of law, the Developer agrees that the City may pay any amounts payable to the Developer under this Agreement to the assignee, transferee or successor of the Developer considered by the City, in its sole discretion, to be entitled to receive those payments. If conflicting demands are made on the City for payment of amounts payable to the Developer under this agreement, the City is entitled, in its sole discretion, to begin interpleader proceedings in the Supreme Court of British Columbia and to join in those proceedings any person the City in its sole discretion considers necessary or proper, including any person claiming rights under this Agreement. As the case may be, the City is released from any liability under this Agreement by paying amounts payable to the Developer under this Agreement to the assignee, transferee or successor of the Developer should that party be entitled to receive those payments or by paying amounts payable to the Developer under this Agreement to the person whom the Supreme Court of British Columbia orders in any interpleader proceedings is entitled to receive those amounts. The City is entitled to recover its legal fees and disbursements incurred in any interpleader proceedings, with the fees and disbursements constituting a lien upon all amounts payable to the Developer under this Agreement.

5.10 Release - The Developer irrevocably releases and waives, and agrees not to commence legal proceedings against, the City (or its elected officials, officers, employees, agents or contractors) from and in respect of any duty, obligation or liability of any of them in any way connected with any error, omission or act relating to this Agreement, including failure to pass any resolution, to adopt any bylaw or enter into any agreement. This section does not apply to fraud or other intentional wrong on the part of the City (or its elected officials, officers or employees).

5.11 Developer's Representations and Warranties - The Developer represents and warrants to the City that:

- (a) the Developer has not claimed, demanded, received or collected money or any other consideration from Benefiting Owners or others interested in the land Benefiting Lands, or lands potentially from the Water System, for the provision, or the expectation of the provision of, the Water System; and
- (b) the Developer has not entered into any agreement or other legal obligation with any Benefiting Owner of such potentially Benefiting Land in any way related to or connected directly or indirectly with provision of the Water System.

For clarity, nothing in this section prevents the Developer from entering into agreements with the Benefiting Owners or others interested in lands potentially benefiting from the Water System with respect to adjustment between those parties of charges collected by the City and remitted to the Developer, under which the Developer may be obliged to remit to those other Benefiting Owners partial or complete reimbursement, as the case may be, of amounts received by the Developer from the City.

5.12 Entire Agreement - This Agreement is the entire agreement between the parties and it supersedes and terminates all previous agreements, promises, representations and warranties between the parties. The parties agree that there are no agreements, promises, representations or warranties other than as expressly set out in this Agreement. For clarity, the Developer acknowledges and agrees that the City has not made or given any representations or warranties to the Developer respecting the subject of this Agreement.

5.13 No Effect On Laws or Powers - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the land;
- (b) affect or limit any enactment relating to the use or subdivision of the land;
- (c) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement; or
- (d) relieve the Developer or anyone else from complying with any enactment, including in relation to the use or subdivision of land.

5.14 Developer's Representations and Warranties - The Developer represents and warrants to the City as follows:

- (a) all corporate acts and proceedings necessary to authorize the execution and delivery, and performance, of this Agreement by the Developer have been duly performed and completed in accordance with all applicable laws, the con-stating documents of the Developer and all applicable agreements and amendments thereto;
- (a) the Developer has the power, capacity and authority to enter into and perform this Agreement in accordance with its terms; and
- (b) neither the entry into, nor performance of this Agreement by the Developer conflicts with or violates any provision of the Park Permit or of any agreement, deed or other instrument to which the Developer is a party or by which it is bound.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing this Agreement below:

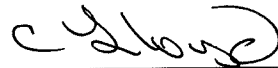
CITY OF KELOWNA by its authorized signatories:

Mayor

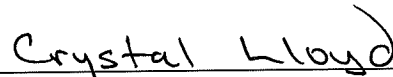
Clerk

No. 21 Great Projects Ltd.

By its authorized signatory:



Sign Name:



Print Name:

Approved by resolution of the Council of the City of Kelowna on: _____, 2014.

Date executed by the City of Kelowna: _____, 2014.

Date executed by No. 21 Great Projects Ltd.,: _____, 2014.

SCHEDULE "A"
Extended Service Agreement
750mm Water main

1. DESCRIPTION OF WATER SYSTEM

This Schedule describes generally the component of the Water System, based on Unit Capacities for the purposes of this Agreement, as follows:

CWS

750mm dia. Water Main

2. BENEFITTING AREAS

Component	Capacity	Benefiting Areas
CWS-20	1200 units	ESA-15

3. LATECOMER BENEFIT CHARGES PER EQUIVALENT DWELLING UNIT(EDU)

Component	Charge
CWS-20	\$ 542.62/unit

Note: Latecomer charges are subject to an annual interest rate escalation, as described in Section 3.3, from the date of substantial completion.

SCHEDULE "B"
Extended Service Agreement
750mm Water main

(a) Summary of Component Costs

Component	Cost (in \$)
CWS-20	\$651,148.22

SCHEDULE "C"
Water System Extended Service Agreement

Determination of Equivalent Dwelling Units (EDU's)

EDU's calculated for a building or parcel will be done on the basis that the minimum of any conversion will be one EDU, and any building or land area resulting in less than one EDU will be rounded up to one EDU. Conversions that result in greater than one EDU will be calculated to two decimal points, using standard algebraic rounding.

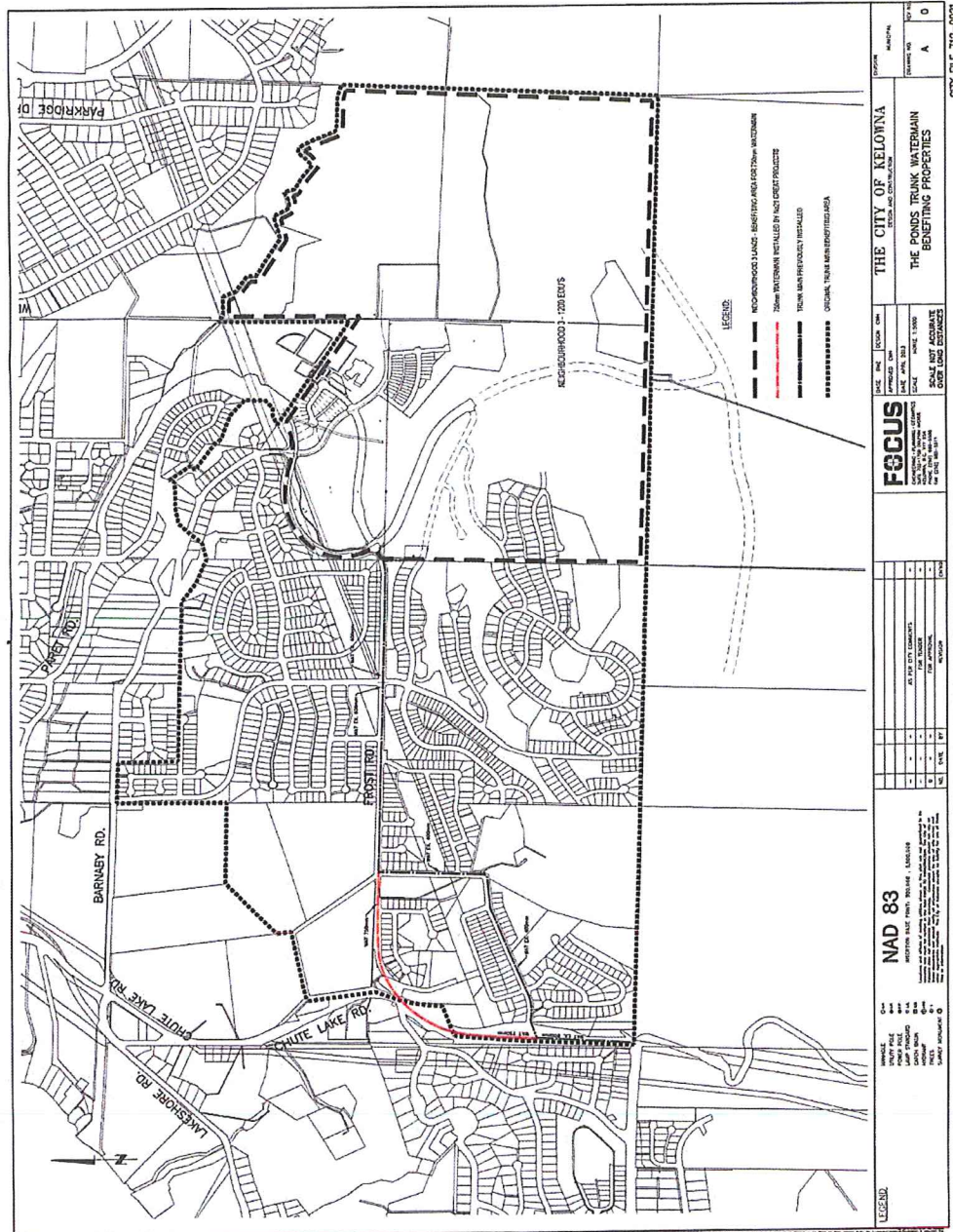
TABLE D.1
BASIS FOR DETERMINING NUMBER OF EQUIVALENT UNITS

Basis: 1.0 single family residential unit equals 1.0 Equivalent Dwelling Unit (EDU)

Zoning category as determined by Section 1.3.1 of Zoning Bylaw No. 8000	Factor
Residential	Each building lot, residential unit, group home or lodging house or mobile home space is one EDU. For "Multi-Family High Density Residential" units, as defined in the current Development Cost Charge Bylaw 7728, each multi-family high density residential units equals .70 EDU
Commercial	The first 2,600 square feet of floor area or portion thereof equals 1EDU. Thereafter, 1/2600 EDU per square foot of floor area.
Industrial	The first .36 acres of developed land or portion thereof equals 1 EDU. Thereafter, 2.8 EDU's per acre of developed land.
Public and Institutional	The first 2,600 square feet of floor area or portion thereof equals 1 EDU. Thereafter, 1/2600 EDU per square foot of floor area. For schools, 50 elementary students equal one EDU and 35 middle or senior students equals one EDU.

Note: Developed lands means that portion of area of a lot containing any improvements for the accommodation of a structure, storage, parking, landscaping or any entity, thing or device to facilitate the permitted use. Landscaped areas are exempt from charges on industrial land use designations only.

Schedule “D”



Report to Council



Date: 8/18/2014
File: 0505-45
To: City Manager
From: Steve Muenz - Development Engineering Branch Manager
Subject: Latecomer Charges 2250-70-93 - Storm Facility - Neighbourhood #3

Recommendation:

That Council requires the owner of **LOT A DL 579 SDYD and The South ½ of DL 579 SDYD** which is to be subdivided or developed, to provide the excess or extended services shown in Schedule B of the Latecomer Agreement No. 2250-70-93 attached to the Report of Manager, Development Engineering Dated August 18, 2014.

AND THAT Council considers the cost to provide the excess or extended services shown in Schedule B in whole or in part, to be excessive;

AND THAT the Latecomer charges be imposed for excess or extended services, as shown in Schedule B of Latecomer Agreement No. 2250-70-93, which are required to be installed as part of the referenced Development Project;

AND THAT Latecomer charges be imposed on the benefiting lands listed in Schedule D of Latecomer Agreement No. 2250-70-93

AND THAT Council authorizes the City to enter into Latecomer Agreement No. 2250-70-93 with the owner to be effective upon Substantial Performance of the Excess or Extended Services, and that the Mayor and City Clerk be authorized to execute and affix the corporate seal to the said Latecomer Agreement;

AND FURTHER THAT the owners of the benefiting lands be advised in writing of the Latecomer Charges to be imposed on their land.

Purpose:

The development is known as The Ponds (NH3 Neighbourhood 3) land and is located adjacent to Gordon Drive. The development is a Community commercial retail and subdivision development. A storm facility was required to accommodate the development. The constructed Storm facility has the capacity to accommodate the designated area. This 15 year latecomer agreement for the storm system provides the developer with the opportunity to recover the additional costs incurred beyond the required capacity of the commercial and subdivision development.

Background:

Pursuant to the Local Government Act, where an owner of the land that is to be subdivided or developed is required to provide excess or extended services by Council, and where Council considers its cost to be providing these services are excessive: then Council can require the services to be paid for by the owner.

However, where the owner is required to pay for these costs, Council is required to:

- (a) Determine which part of the excess or extended service that is considered will benefit each of the parcels of land that will be serviced by the excess or extended service: and
- (b) Impose as a condition of an owner connecting to or using the excess or extended service, a charge related to the benefit determined under paragraph (b).

The purpose of this report is to establish these latecomer charges which will be collected from latecomers who connect to or use the designated services for a period fixed by the Latecomer Agreement which shall be no greater than 15 years commencing from the date of **Substantial Performance November 20, 2012** as determined by the City Engineer.

In this particular development, the services which are the subject of Latecomer Charge are identified in Schedule D of the Latecomer Agreement.

All of the benefiting parcels have been identified as Appendix D of the Latecomer Agreement and the total Latecomer charge for each parcel is shown along with a breakdown by individual utility.

Where Development Cost Charge works are proposed to be constructed, a rebate will be made to the owner according to current Development Cost Charge rebate policy. Development Cost Charge works, are not eligible for Latecomer Charges.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

S. Muenz, P. Eng
Development Engineering Branch Manager

Approved for inclusion:



Attachments:

Latecomer Agreement No. 2250-70-93

STORM SYSTEM EXTENDED SERVICE AGREEMENT

Retention Pond & O/S Storm Mains – NEIGHBOURHOOD #3

2250-70-93

ESA 16

City of Kelowna

And

No. 21 Great Projects Ltd.

November 20, 2012

STORM SYSTEM EXTENDED SERVICE AGREEMENT

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**STORM SYSTEM
EXTENDED SERVICES AGREEMENT**

This Agreement dated for reference November 20, 2012 (the "Effective Date" is

BETWEEN:

CITY OF KELOWNA, 1435 Water Street
Kelowna, B.C. V1Y 1J4

AND:

No. 21 GREAT PROJECTS LTD.
P.O. Box 29030 Okanagan Mission
Kelowna, B.C. V1W 4N7

RECITALS:

- A. The Developer proposes to develop the NH3 (Neighbourhood 3) Land;
- B. In order to develop the NH3 Land, it is necessary for the Storm System to be built;
- C. The Storm System will in part serve Benefiting Lands;
- D. The Developer is prepared to construct and install the Storm System on the terms of this Agreement;
- E. Council considers its costs to provide the Storm System to be excessive;
- F. By Council resolution passed on December 18, 1995, Council has required the Developer to construct and install the Storm System as an excess or extended service within the meaning of s. 939 of the *Local Government Act*; and
- G. Under s. 939 of the *Local Government Act*, the City and the Developer wish to enter into this Agreement to provide for the collection of part of the Construction Costs of the Storm System from Benefiting Owners through the collection of Benefit Charges and their payment to the Developer,

In consideration of the payment of \$10.00 by the Developer to the City (the receipt of which is acknowledged), and in consideration of the promises exchanged below, the parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement (including its recitals):

- (a) "Benefit Charges" means charges determined, levied and actually collected by the City from Benefiting Owners in accordance with this Agreement;
- (b) "Benefiting Lands" means any of the lands, shown as such in Schedules "D", and any parcel of land subdivided from any such lands by any means (including subdivision plan, bare land strata plan, strata plan or lease) or into which any such lands are consolidated by any means;
- (c) "Benefiting Owner" means an owner of Benefiting Lands;
- (d) "Capacity" means the area shown on Schedule "A" as being capable of connection to a CSS
- (e) "City" means the City of Kelowna;
- (f) "Completion" means completion of the storm system, such that it is complete and may be operated for its intended purpose, in accordance with the drawings and specifications prepared for it and sealed under the professional seal of a Professional Engineer, and in accordance with all applicable enactments;
- (g) "Completion Date" means the date on which Completion of the storm system was reached which, for clarity, is the Effective Date.
- (h) "Construction Costs" means Construction Costs of a CSS as set out in Schedule "B" which includes all costs, of every kind, necessary to design, construct and install that CSS to Completion;
- (i) "Conversion Method" means the method of determining the number of Units attributable to a building or other structure on, or use of, land other than a single family residential use, including institutional, commercial or industrial uses, which method is set out in Schedule "C";
- (j) "Council" means the council of the City under the *Local Government Act*;
- (k) "CSS" means a component of the Storm System as described generally in Schedule "A" and referred to in Schedule "A" by number;
- (l) "Developer" means No. 21 GREAT PROJECTS LTD.
- (m) "ESA - 16" means any of the Benefiting Lands shown in Schedule "D";
- (n) "No. 21 Great Projects Ltd. Lands" means the lands owned by the Developer and described as;

PID: 028-432-207 LOT A DL 579 SDYD, EPP9618 Except Plans EPP9638, EPP15721, EPP18670, EPP20408, EPP22118 AND EPP33403.

PID: 012-773-425 The South ½ of DL 579 SDYD, Except Plan KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 AND EPP22118.

- (o) "Prescribed Rate" means the annual rate of interest determined under section 3.2;
- (p) "Professional Engineer" means a professional engineer registered and in good standing as a member under the *Engineers and Geoscientists Act*;
- (q) "Unit" means a single family unit or a low density multi-family residential unit, both terms as defined in the City's Bylaw 7782; and
- (r) "Storm System" means the storm works system described generally in Schedule "A".

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;

- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) references to money are, unless otherwise expressly provided, references to Canadian currency;
- (n) reference to "owner" is a reference to that term as it is defined in the *Local Government Act*;
- (o) any act, decision, determination, consideration, consent or exercise of discretion under this Agreement must be performed, made or exercised acting reasonably unless it is said to be within the "sole discretion" of the party, in which case the act, decision, determination, consideration, consent or exercise of discretion may be performed, made or exercised in the absolute, unfettered and unreviewable discretion of that party;
- (p) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including" and the expression is to be given the broadest possible interpretation; and
- (q) where it is provided that the parties, or any person, may or must "agree" or enter into an "agreement", the person or parties must agree in writing or enter into an agreement in writing in order for them to be bound.

2.0 CONSTRUCTION OF STORM SYSTEM

2.1 General Nature of Agreement - The City and the Developer agree that:

- (a) this Agreement applies to the Benefiting Lands;
- (b) the Developer must design and construct the Storm System components CSS, as described in Schedule "A", and
- (c) each CSS must be designed, constructed and installed by the Developer to Completion.

2.2 Storm System Is An Excess Service - The City and the Developer agree that:

- (a) although the CSS's are capable of operating independently, they are functionally

complementary and form part of an integrated system, being the Storm System;

- (b) the Storm System serves and benefits the Benefiting Lands and is an excess work and service as contemplated by, and for the purposes of, s. 939 of the *Local Government Act*;
- (c) Council has required the Developer to provide the Storm System as an excess work or service;
- (d) Council considers its cost to provide the Storm System to be excessive and has therefore required the Developer to pay the cost of providing the Storm System;
- (e) Council has determined that the proportion of the cost of providing the Storm System that it considers constitutes the excess or extended service is 100%;
- (f) Council has determined that the part of the Storm System that it considers will benefit each of the parcels of land comprised in the Benefiting Lands is all portions of the Storm System;
- (g) the table set out in Schedule "A" describes, in respect of each of the CSS, which of the areas benefit from each CSS, and the capacity of each CSS; and
- (h) Council has determined to impose, as a condition of a Benefiting Owner connecting to or using the Storm System, a Benefit Charge on each Benefiting Owner.

2.3 Determination of Benefit Charges - The City and the Developer agree that:

- (a) the Benefit Charges in respect of each CSS are as set out in Schedule "A";
- (b) the Benefit Charges set out in Schedule "A" are charges related to the benefit determined by Council as described in section 2.2(f); and
- (c) the Benefit Charges set out in Schedule "A" are payable in respect of each CSS, with the calculation of the total Benefit Charges payable by a Benefiting Owner upon connection to the Storm System by that Benefiting Owner being as determined by the City based on the number of hectares (ha) attributable to the Benefiting Lands being connected, using the Conversion Method where appropriate in the City's determination.

2.4 Construction Costs - The City and the Developer agree that:

- (a) the Construction Costs for each CSS are as set out in Schedule "B"; and
- (b) the Benefit Charges for each Unit set out in Schedule "A" is based on the Construction Costs.

3.0 DETERMINATION AND COLLECTION OF CHARGES

3.1 Collection of Benefit Charges - The City must impose, as a condition of connection to the Storm System by a Benefiting Owner, the Benefit Charge payable by that Benefiting Owner as determined under section 2.3.

3.2 Prior Connections - Notwithstanding section 3.1, should the City permit the connection to the Storm System by a Benefiting Owner on or after the Completion Date and prior to the execution of this Agreement by all parties (the "Execution Date"), without collecting the Benefit Charge payable by that Benefiting Owner as determined under section 2.3, the City agrees to collect and pay to the Developer same as promptly as is practicable after the Execution Date. [NOTE TO DRAFT: impose deadline or clarify what is meant by "as promptly as is practicable after their receipt by the City"]

3.3 Interest - The City and the Developer agree that interest must be added to each Benefit Charge determined under section 3.1, with the interest being calculated annually at the Prescribed Rate from the relevant CSS completion date to the date the connection in question is made. The Prescribed Rate for the purposes of this Agreement is the annual interest rate, as established by the City's Bylaw No. 6519-89 (for greater certainty as amended from time to time). The current interest rate under the bylaw as of the date of this agreement is 3%.

3.4 City To Calculate Benefit Charges and Interest - The Developer agrees that the City is to calculate all Benefit Charges, including interest payable under section 3.3, and that the City's determination of such amounts is in each case conclusive and is binding on the Developer.

3.5 City To Pay Benefit Charges To the Developer - The City agrees to pay to the Developer all Benefit Charges actually collected by the City quarterly or as promptly as is practicable after their receipt by the City. No interest is payable by the City on Benefit Charges for the period between their receipt by the City and their payment to the Developer.

3.6 Time Limit on Collection of Benefit Charges - The City and the Developer agree that:

(a) Benefit Charges must be collected from Benefiting Owners by the City beginning on the Completion Date to the date that is the earlier of:

- 1) The date on which Capacity is reached for that CSS, or
- 2) 15 years from the Completion Date,

after which the City is no longer required to collect Benefit Charges related to that CSS from any Benefiting Owners; and

(b) this Agreement and the obligations of the City under it (including with respect to the collection and payment of Benefit Charges) terminate on **November 20, 2027**.

3.7 Risk of Underutilization - The Developer acknowledges, and agrees with the City, that:

- (a) the Developer bears all risk, and loss, of the financial and other consequences to the Developer connected with, or resulting from, the capacity of the Storm System, or any CSS, being in excess of the actual use of or demand on the Storm System or CSS because the extent of development of any or all of the Benefiting Lands is less than anticipated on the reference date of this Agreement;
- (b) the Developer irrevocably releases and waives, and must indemnify and hold harmless, the City (and its elected officials, officers, employees, agents or contractors) from and in respect of any loss, damage, liability or cost suffered or incurred by the Developer or anyone else in any way connected with anything described in this section.

4.0 ARBITRATION

4.1 Dispute Resolution - If any dispute, disagreement or issue arises regarding the interpretation, performance or a breach of this Agreement, a party may give notice of the matter to the other party. Within 15 days after such a notice is given, the parties must meet and attempt to resolve the matter to the satisfaction of each of the parties. Each of the parties must cooperate with the other, including by providing such information, on a without prejudice basis, as is reasonably necessary to assist in resolving the matter. If the parties are not able to resolve within 30 days after notice of the matter is given by a party, the matter must be referred for arbitration within 10 days after the expiry of the 30 day period by a single arbitrator appointed and acting under the *Arbitration Act* (British Columbia), who must issue a decision in respect of the matter within 30 days after its referral to the arbitrator. The cost of the arbitration is to be borne equally by the parties to it. The decision of an arbitrator to whom a matter is referred under this section is final and binding.

4.2 No Limit on Other Remedies - For clarity, nothing in this article affects the rights or remedies available to a party at law or under any enactment with respect to any threatened breach or breach of this Agreement by the other party.

5.0 GENERAL

5.1 Severance - If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

5.2 Notice - All notices or other communications required or permitted to be given under this Agreement must be in writing and must be sent by courier delivery or by electronic notice, addressed as follows:

(a) If to the City:

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

Attention: City Clerk
Fax: (250) 862-3399

(b) If to the Developer:

No. 21 GREAT PROJECTS LTD.
P.O. Box 29030 Okanagan Mission RPO
Kelowna, B.C. V1W 4A7

Attention: Crystal Lloyd

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other consideration that is sent by facsimile transmission is considered to have been given on the day it is sent if that day is a business day, and if that day is not a business day it is considered to have been given on the next business day after the date it is sent. If a party changes its address or electronic address, or both, it must immediately give notice of its new address or electronic address, or both, to the other party as provided in this section.

5.3 Further Acts - Each of the parties must at all times execute and deliver all such further documents, deeds and other instruments, and do and perform such acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

5.4 Binding Effect - This Agreement ensures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers, successors and permitted assigns.

5.5 No Waiver - No provision or breach of this Agreement, or any default, is to be considered to have been waived by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or Default, is not to be construed as or constituted a waiver of any further or other breach of the same or any other provision or default and the consent or approval of a party to any act by another party requiring the consent or approval of the party is not to be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party.

5.6 Third Party Beneficiaries - This Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established in this Agreement.

5.7 Contractual Rights and Obligations Only - The parties each agree that this Agreement creates only contractual rights and obligations between them and they each by this section agree that no tort or other duty, obligation or liability is created by or under this Agreement (including any duty of care or fiduciary duty) is created by or under this Agreement.

5.8 All Actions at Developer's Expense - Unless otherwise expressly provided in this Agreement, all costs, expenses and liabilities of doing anything required by, or in connection with, this Agreement are solely those of the Developer, including all Construction Costs in respect of the Water System.

5.9 Assignment of the Developer's Rights - If the rights of the Developer under this Agreement are assigned or transferred, in either case voluntarily or by operation of law, the Developer agrees that the City may pay any amounts payable to the Developer under this Agreement to the assignee, transferee or successor of the Developer considered by the City, in its sole discretion, to be entitled to receive those payments. If conflicting demands are made on the City for payment of amounts payable to the Developer under this agreement, the City is entitled, in its sole discretion, to begin interpleader proceedings in the Supreme Court of British Columbia and to join in those proceedings any person the City in its sole discretion considers necessary or proper, including any person claiming rights under this Agreement. As the case may be, the City is released from any liability under this Agreement by paying amounts payable to the Developer under this Agreement to the assignee, transferee or successor of the Developer should that party be entitled to receive those payments or by paying amounts payable to the Developer under this Agreement to the person whom the Supreme Court of British Columbia orders in any interpleader proceedings is entitled to receive those amounts. The City is entitled to recover its legal fees and disbursements incurred in any interpleader proceedings, with the fees and disbursements constituting a lien upon all amounts payable to the Developer under this Agreement.

5.10 Release - The Developer irrevocably releases and waives, and agrees not to commence legal proceedings against, the City (or its elected officials, officers, employees, agents or contractors) from and in respect of any duty, obligation or liability of any of them in any way connected with any error, omission or act relating to this Agreement, including failure to pass any resolution, to adopt any bylaw or enter into any agreement. This section does not apply to fraud or other intentional wrong on the part of the City (or its elected officials, officers or employees).

5.11 Developer's Representations and Warranties - The Developer represents and warrants to the City that:

- (a) the Developer has not claimed, demanded, received or collected money or any other consideration from Benefiting Owners or others interested in the land Benefiting Lands, or lands potentially from the Storm System, for the provision, or the expectation of the provision of, the Storm System and
- (b) the Developer has not entered into any agreement or other legal obligation with any

Benefiting Owner of such potentially Benefiting Land in any way related to or connected directly or indirectly with provision of the Storm System.

For clarity, nothing in this section prevents the Developer from entering into agreements with the Benefiting Owners or others interested in lands potentially benefiting from the Storm System with respect to adjustment between those parties of charges collected by the City and remitted to the Developer, under which the Developer may be obliged to remit to those other Benefiting Owners partial or complete reimbursement, as the case may be, of amounts received by the Developer from the City.

5.12 Entire Agreement - This Agreement is the entire agreement between the parties and it supersedes and terminates all previous agreements, promises, representations and warranties between the parties. The parties agree that there are no agreements, promises, representations or warranties other than as expressly set out in this Agreement. For clarity, the Developer acknowledges and agrees that the City has not made or given any representations or warranties to the Developer respecting the subject of this Agreement.

5.13 No Effect On Laws or Powers - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the land;
- (b) affect or limit any enactment relating to the use or subdivision of the land;
- (c) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement; or
- (d) relieve the Developer or anyone else from complying with any enactment, including in relation to the use or subdivision of land.

5.14 Developer's Representations and Warranties - The Developer represents and warrants to the City as follows:

- (a) all corporate acts and proceedings necessary to authorize the execution, delivery, and performance, of this Agreement by the Developer have been duly performed and completed in accordance with all applicable laws, the con-stating documents of the Developer and all applicable agreements and amendments thereto;
- (b) the Developer has the power, capacity and authority to enter into and perform this Agreement in accordance with its terms; and
- (c) neither the entry into, nor performance of this Agreement by the Developer conflicts with or violates any provision of the Park Permit or of any agreement, deed or other instrument to which the Developer is a party or by which it is bound.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing this Agreement below:


CITY OF KELOWNA by its authorized signatories:

Mayor

Clerk

No. 21 Great Projects Ltd.

By its authorized signatory:



Sign Name:



Print Name:

Approved by resolution of the Council of the City of Kelowna on: _____, 2014.

Date executed by the City of Kelowna: _____, 2014.

Date executed by No. 21 Great Projects Ltd.,: _____, 2014.

SCHEDULE "A"
Extended Service Agreement
Retention Pond & O/S Storm Mains

1. DESCRIPTION OF STORM SYSTEM

This Schedule describes generally the components of the Storm System, based on Benefit/ha for the purposes of this Agreement, as follows:

CSS

Retention Pond & O/S Storm Mains

2. BENEFITTING AREAS

Component	Area	Benefiting Areas
CSS-21	54 hectares	ESA-16 Parcels A, B, C, D
CSS-22	40.3 hectares	ESA-16 Parcels B, C, D

3. LATECOMER BENEFIT CHARGES PER HECTARE (HA)

Component	Charge
CSS-21	\$ 5,261.67/hectare
CSS-22	\$ 836.75/hectare

Note: Latecomer charges are subject to an annual interest rate escalation, as described in Section 3.3, from the date of substantial completion.

SCHEDULE "B"
Extended Service Agreement
Retention Pond & O/S Storm Mains

(a)Summary of Component Costs

Component	Cost (in \$)
CSS-21(Area A, B, C, D)	\$284,130.15
CSS-22(Area B, C, D)	\$ 33,720.83

SCHEDULE “C”
Storm System Extended Service Agreement

Determination of Equivalent Dwelling Units (EDU’s)

EDU’s calculated for a building or parcel will be done on the basis that the minimum of any conversion will be one EDU, and any building or land area resulting in less than one EDU will be rounded up to one EDU. Conversions that result in greater than one EDU will be calculated to two decimal points, using standard algebraic rounding.

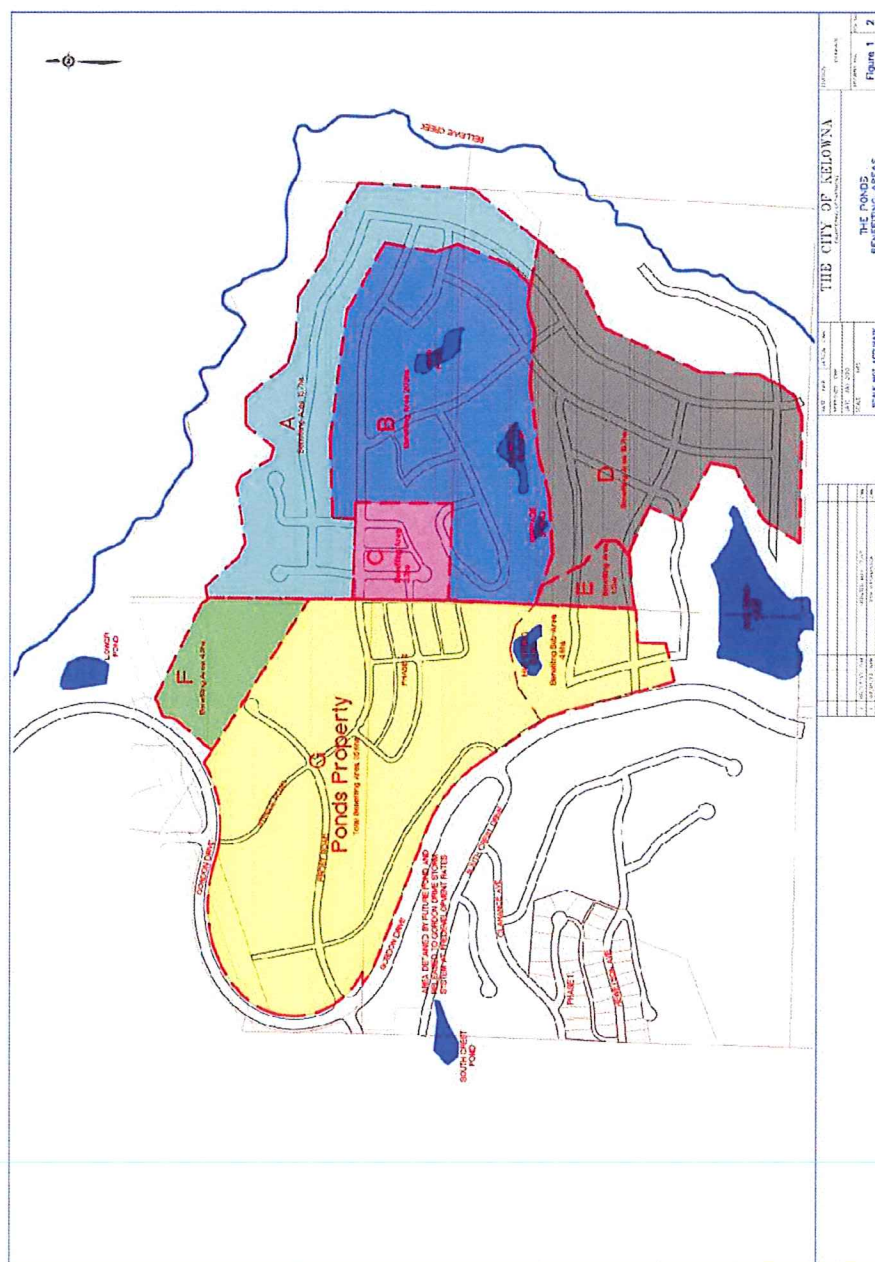
TABLE D.1
BASIS FOR DETERMINING NUMBER OF EQUIVALENT UNITS

Basis: 1.0 single family residential unit equals 1.0 Equivalent Dwelling Unit (EDU)

Zoning category as determined by Section 1.3.1 of Zoning Bylaw No. 8000	Factor
Residential	Each building lot, residential unit, group home or lodging house or mobile home space is one EDU. For “Multi-Family High Density Residential “ units, as defined in the current Development Cost Charge Bylaw 7728, each multi-family high density residential units equals .70 EDU
Commercial	The first 2,600 square feet of floor area or portion thereof equals 1EDU. Thereafter, 1/2600 EDU per square foot of floor area.
Industrial	The first .36 acres of developed land or portion thereof equals 1 EDU. Thereafter, 2.8 EDU’s per acre of developed land.
Public and Institutional	The first 2,600 square feet of floor area or portion thereof equals 1 EDU. Thereafter, 1/2600 EDU per square foot of floor area. For schools, 50 elementary students equal one EDU and 35 middle or senior students equals one EDU.

Note: Developed lands means that portion of area of a lot containing any improvements for the accommodation of a structure, storage, parking, landscaping or any entity, thing or device to facilitate the permitted use. Landscaped areas are exempt from charges on industrial land use designations only.

Schedule "D"



Report to Council



Date: December 1, 2014
File: 1862-01
To: City Manager
From: D. Duncan, Parking Services Manager
Subject: 2014-12-01 Report to Council - Free Saturday Parking in December

Recommendation:

THAT Council receives, for information, the Report from the Manager, Parking Services dated December 1, 2014 with respect to Free Downtown Parking on Saturdays in December;

AND THAT Council approves free on-street parking in the Downtown area on the four (4) Saturdays in December 2014.

Purpose:

To provide free parking in the downtown area on Saturdays for the month of December.

Background:

For the past nineteen (19) years, the City has approved free on-street Saturday parking during December in the Downtown area. This has been done as a Christmas promotion, at the request of the Downtown Kelowna Association. Off street parking in City owned parking lots is already free on Saturdays, with the exception of the Water Street Boat Launch lot.

The Association has requested the City's approval for free parking again this year.

External Agency/Public Comments:

Request letter received from the Executive Director, Downtown Kelowna Association

Financial/Budgetary Considerations:

Total impact on downtown parking reserve contribution - \$18,800 (Downtown on-street revenues in October 2014 were approximately \$ 4,700 per day)

Communications Comments:

Press release to notify the public

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

Alternate Recommendation:

Submitted by: D. Duncan, Manager, Parking Services

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

Attachments:

1. Letter received from Peggy Athans, Executive Director, Downtown Kelowna Association

cc: C. Stephens, Divisional Director, Communications and Information Services
G. Wise, Manager, Bylaw Services

DOWNTOWN KELOWNA

February 14, 2014

Derek Edstrom
City of Kelowna
435 Water Street
Kelowna, BC V1Y 1J4

Re: Free Saturday Parking in December for Downtown Kelowna Visitors

Dear Mr. Edstrom,

Please accept this letter as our formal request to continue with the holiday tradition of offering free Saturday parking for the month of December in 2014 to our holiday shoppers and visitors.

As part of our holiday marketing and promotions, as we have in years past, we would like to offer free Saturday parking in Downtown Kelowna, on-street and in City owned lots. This is a very important value added initiative for our Downtown retailers, services and restaurants during the busy holiday shopping season.

We would like to request complimentary Saturday parking beginning on Saturday December 6, 2014 and continuing through until December 27, 2014 (four Saturdays in total) in Downtown Kelowna. We would appreciate the City's support and approval on this important program.

Please do not hesitate to call if you have any questions or concerns. Thank you in advance for your time and attention to this request.

Sincerely,



Peggy Athans EXECUTIVE DIRECTOR

CC: Dave Duncan, Councillor Luke Stack

200 – 287 Bernard Avenue
Kelowna, British Columbia V1Y 6N2
downtownkelowna.com
T. 250.862.3515
F. 250.862.5204

DRAFT RESOLUTION

Re: Deputy Mayor Schedule 2014-2018

THAT the Deputy Mayor Schedule for the City of Kelowna Municipal Council 2014-2018 term be as follows:

DEPUTY MAYOR:

December 2014	Councillor Luke Stack	January 2017	Councillor Gail Given
January 2015	Councillor Gail Given	February 2017	Councillor Maxine DeHart
February 2015	Councillor Maxine DeHart	March 2017	Councillor Mohini Singh
March 2015	Councillor Mohini Singh	April 2017	Councillor Brad Sieben
April 2015	Councillor Brad Sieben	May 2017	Councillor Tracy Gray
May 2015	Councillor Tracy Gray	June 2017	Councillor Ryan Donn
June 2015	Councillor Ryan Donn	July 2017	Councillor Charlie Hodge
July 2015	Councillor Charlie Hodge	August 2017	Councillor Luke Stack
August 2015	Councillor Luke Stack	September 2017	Councillor Gail Given
September 2015	Councillor Gail Given	October 2017	Councillor Maxine DeHart
October 2015	Councillor Maxine DeHart	November 2017	Councillor Mohini Singh
November 2015	Councillor Mohini Singh	December 2017	Councillor Brad Sieben
December 2015	Councillor Brad Sieben	January 2018	Councillor Tracy Gray
January 2016	Councillor Tracy Gray	February 2018	Councillor Ryan Donn
February 2016	Councillor Ryan Donn	March 2018	Councillor Charlie Hodge
March 2016	Councillor Charlie Hodge	April 2018	Councillor Luke Stack
April 2016	Councillor Luke Stack	May 2018	Councillor Gail Given
May 2016	Councillor Gail Given	June 2018	Councillor Maxine DeHart
June 2016	Councillor Maxine DeHart	July 2018	Councillor Mohini Singh
July 2016	Councillor Mohini Singh	August 2018	Councillor Brad Sieben
August 2016	Councillor Brad Sieben	September 2018	Councillor Tracy Gray
September 2016	Councillor Tracy Gray	October 2018	Councillor Ryan Donn
October 2016	Councillor Ryan Donn		
November 2016	Councillor Charlie Hodge		
December 2016	Councillor Luke Stack		

NOTE: The Alternate Deputy Mayor shall be the next Deputy Mayor as available in monthly sequences.

BACKGROUND:

Each member of Council rotates through the position of Deputy Mayor during the Council term.

Date: November 27, 2014

File: 0610-53

DRAFT RESOLUTION

Re: Waiver of Requirement - Agricultural Advisory Committee & Community Heritage Committee

THAT Council directs the Divisional Director, Community Planning & Real Estate to waive the requirement to forward applications to the Agricultural Advisory Committee or the Community Heritage Committee until the Terms of Reference and membership of each of the respective advisory committees of Council has been determined.

BACKGROUND:

The waiver of the requirement to forward applications to the Agricultural Advisory Committee or the Community Heritage Committee is recommended so applications are not delayed and can proceed directly to Council for consideration.

Date: November 27, 2014

CITY OF KELOWNA

BYLAW NO. 11022

Amendment No. 4 to Water Regulation Bylaw No. 10480

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Water Regulation Bylaw No. 10480 be amended as follows:

1. THAT PART 7 - RATES AND CHARGES, 7.8 Interest and 7.9 Taxes in Arrears be deleted in their entirety that read as follows:

"7.8 Interest

7.8.1 Any money due and owing to the City under this bylaw shall bear interest at the **Rate** of 3.75% per annum calculated from the date on which the money was to have been paid.

7.9 Taxes in Arrears

7.9.1 All fees, Rates and charges set out in this bylaw not paid on or before the 31st day of December in any year shall be deemed to be taxes in arrear in respect of the properties served by the **City Water Utility** and such sum shall be recoverable as taxes under the *Community Charter*."

2. AND THAT SCHEDULE "B" **Water Meter Fees and Service Charges, 1. Water Meter Fees** be deleted and replaced with a new SCHEDULE "B" **Water Meter Fees and Service Charges, 1. Water Meter Fees** as attached to and forming part of this bylaw.
3. This bylaw may be cited for all purposes as "Bylaw No. 11022, being Amendment No. 4 to Water Regulation Bylaw No.10480."
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 10th day of November, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE "B"

Water Meter Fees and Service Charges

1. Water Meter Fees

Customers shall pay a Water Meter Fee at the time of application for water service as follows:

METER TYPE			
Meter Size	Standard	Turbine	Compound
5/8" x 3/4" (residential)	\$ 251.00		
3/4" (commercial)	\$ 251.00		
1" (commercial)	\$ 325.00		
1.5" (commercial)		\$ 1,178.00	\$1,695.00
2" (commercial)		\$ 1,428.00	\$ 2,440.00
3" (commercial)		\$ 2,267.00	\$ 3,256.00
4" (commercial)		\$ 3,680.00	\$ 5,195.00
6" (commercial)		\$ 5,680.00	\$ 7,230.00
8" (commercial)		\$ 8,492.00	
4" Fire line	\$ 8,170.00		
6" Fire line	\$ 10,885.00		
8" Fire line	\$ 16,125.00		

CITY OF KELOWNA

BYLAW NO. 11034

Amendment No. 25 to Traffic Bylaw No. 8120

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Traffic Bylaw No. 8120 be amended as follows:

1. THAT **Schedule "A"PART 6 TOURIST ORIENTED DESTINATION SIGN**, be amended by adding the following to the table in its appropriate location:

Personalized signs for wineries and golf courses	\$100.00	\$210.00 per sign
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2. This bylaw may be cited for all purposes as "Bylaw No. 11034, being Amendment No. 25 to Bylaw No. 8120."
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 10th day of November, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk