

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, August 10, 2015  
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

5 - 13

Regular PM Meeting - July 27, 2015

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

##### 3.1 2015 Belgo Road, A15-0005 - Misao Koga

14 - 28

To support an application to the Agricultural Land Commission (ALC) for a "Subdivision of Agricultural Land Reserve" under Section 21(2) of the Agricultural Land Commission Act, and specifically a "Homesite Severance" request as per Policy #11 - Homesite Severance on Agricultural Land Reserve (ALR) Lands.

##### 3.2 1285 Graham Road, Z15-0029 - W-Ten Development Ltd.

29 - 49

To rezone the subject property in order to construct a semi-detached dwelling.

##### 3.3 1285 Graham Road, BL11126 (Z15-0029) - W-Ten Development Ltd.

50 - 50

To give Bylaw No. 11126 first reading in order to rezone the subject property to construct a semi-detached dwelling.

##### 3.4 1457 Highway 33 East, Z15-0020 - Francesco Guarini

51 - 61

To consider rezoning the subject property to facilitate the development of a second dwelling.

<b>3.5</b>	<b>1457 Highway 33 East, BL11129 (Z15-0020) - Francesco Guarini</b>	<b>62 - 62</b>
------------	---	----------------

To give Bylaw No. 11129 first reading in order to rezone the subject property to facilitate the development of a second dwelling.

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

<b>4.1</b>	<b>2046 Pandosy Street, BL11041 (Z14-0039) - Jacob Thiessen and Camara Ventures Ltd.</b>	<b>63 - 63</b>
------------	--	----------------

To adopt Bylaw No. 11041 in order to rezone the subject property to allow a second dwelling to be built.

<b>4.2</b>	<b>BL11056 (OCP15-0002) - Shared Gardens Amendments to the Official Community Plan</b>	<b>64 - 65</b>
------------	--	----------------

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

To adopt Bylaw No. 11056 in order to amend the Kelowna 2030, Official Community Plan, to include Shared Gardens.

<b>4.3</b>	<b>BL11096 (TA15-0001) - Multi-Residential Shared and Community Gardens Amendments to the Zoning Bylaw</b>	<b>66 - 71</b>
------------	--	----------------

To adopt Bylaw No. 11096 in order to amend the City of Kelowna's Zoning Bylaw to include Multi-Residential Shared and Community Gardens.

<b>4.4</b>	<b>1655 Leckie Road, BL11069 (LUC15-0001) - SD-39 Ventures Ltd.</b>	<b>72 - 73</b>
------------	---	----------------

To amend Bylaw No. 11069 at third reading to reflect the current legal description & address and to adopt Bylaw No. 11069 in order to discharge a portion of Land Use Contract LUC76-1114 (M46624).

<b>4.5</b>	<b>883 McCurdy Place, BL11104 (Z15-0012) - Hyatt Auto Sales Ltd.</b>	<b>74 - 74</b>
------------	--	----------------

To adopt Bylaw No. 11104 in order to rezone the subject property to allow general industrial uses with outdoor storage.

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

<b>5.1</b>	<b>Quarterly Report Update</b>	<b>75 - 88</b>
------------	--------------------------------	----------------

To provide Council with an update of the City's activities for the second quarter of 2015.

<b>5.2</b>	<b>Fire &amp; Life Safety Bylaw and Bylaw Notice Enforcement - Amendments</b>	<b>89 - 91</b>
------------	---	----------------

To amend Fire and Life Safety Bylaw No. 10760 and Bylaw Notice Enforcement Bylaw No. 10475 for clarity and consistency.



<b>5.3</b>	<b>BL11116 - Amendment No. 1 to Fire and Life Safety Bylaw No. 10760</b>	<b>92 - 92</b>
	To give Bylaw No. 11116 first, second and third readings in order to amend Fire and Life Safety Bylaw No. 10760.	
<b>5.4</b>	<b>BL11117 - Amendment No. 11 to Bylaw Notice Enforcement Bylaw No. 10475</b>	<b>93 - 93</b>
	To give Bylaw No. 11117 first, second and third readings in order to amend Bylaw Notice Enforcement Bylaw No. 10475.	
<b>5.5</b>	<b>1525 Dickson Avenue, Revitalization Tax Exemption Agreement and Housing Agreement - Dickson Avenue Holdings Ltd.</b>	<b>94 - 120</b>
	To enter into a Revitalization Tax Exemption Agreement and a Housing Agreement with Dickson Avenue Holdings Ltd. on the subject property.	
<b>5.6</b>	<b>1525 Dickson Avenue, BL11127, Housing Agreement Authorization Bylaw - Dickson Avenue Holdings Ltd.</b>	<b>121 - 128</b>
	To give Bylaw No. 11127 first, second and third readings in order to authorize the City to enter into a Housing Agreement with Dickson Avenue Holdings Ltd. on the subject property.	
<b>5.7</b>	<b>2127 Ethel Street, Revitalization Tax Exemption Agreement &amp; Housing Agreement - Simple Pursuits Inc.</b>	<b>129 - 150</b>
	To enter into a Revitalization Tax Exemption Agreement and a Housing Agreement with Simple Pursuits on the subject property.	
<b>5.8</b>	<b>2127 Ethel Street, BL11128, Housing Agreement Authorization Bylaw - Simple Pursuits Inc.</b>	<b>151 - 158</b>
	To give Bylaw No. 11128 first, second and third readings in order to authorize the City to enter into a Housing Agreement with Simple Pursuits Inc. on the subject property.	
<b>5.9</b>	<b>Fringe Area Planning Agreement</b>	<b>159 - 169</b>
	To obtain Council's endorsement of the proposed agreement with the Regional District of Central Okanagan (RDCO) addressing fringe area planning.	
<b>5.10</b>	<b>Revitalization Tax Exemption - Area 3 Update</b>	<b>170 - 184</b>
	To provide Council with a detailed update on the status of Tax Incentive Area 3 and to obtain final approval not to extend the exemptions in the area.	
<b>5.11</b>	<b>Amendment to Sanitary Sewer Spec. Area No. 18 (Caramillo)</b>	<b>185 - 187</b>
	To submit the Certificate of Sufficiency for the Local Area Service to add 589 Clifton Avenue to Sanitary Sewer Specified Area No. 18 (Caramillo).	

- 5.12 BL11125 - Amendment No. 1 to Sanitary Sewer Specified Area No. 18 Bylaw No. 7724 (Caramillo) 188 - 190**

To give Bylaw No. 11125 first, second and third readings in order to amend Sanitary Sewer Specified Area No. 18 (Caramillo)

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

- 6.1 BL11115, Name Change Bylaw - Renaming a Portion of Quail Ridge Boulevard to Pier Mac Way 191 - 192**

To adopt Bylaw No. 11115 in order to rename a portion of Quail Ridge Boulevard to Pier Mac Way.

**7. Mayor and Councillor Items**

**8. Termination**



## City of Kelowna Regular Council Meeting Minutes

Date: Monday, July 27, 2015  
Location: Council Chamber  
City Hall, 1435 Water Street

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

Staff Present: Acting City Manager, Joe Creron; City Clerk, Stephen Fleming; Community Planning Department Manager, Ryan Smith\*; Financial Services Director, Genelle Davidson\*; Urban Planning Supervisor, Lindsey Ganczar\*; Planner, Ryan Roycroft\*; Utility Planning Manager, Andrew Reeder\*; Infrastructure Delivery Department Manager, Andrew Gibbs\*; Planner Specialist, Pat McCormick\*; Park & Building Planning Manager, Terry Barton\*; and Legislative Systems Coordinator, Sandi Horning

(\* denotes partial attendance)

### 1. Call to Order

Mayor Basran called the meeting to order at 1:31 p.m.

Mayor Basran 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 Hodge/Seconded By Councillor DeHart

R564/15/07/27 THAT the Minutes of the Regular PM Meetings of July 13, 2015 be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

#### 3.1 TA15-0006, Proposed Text Amendment to Zoning Bylaw No. 8000 - City of Kelowna

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Hodge/Seconded By Councillor Singh

R565/15/07/27 THAT Zoning Bylaw Text Amendment No. TA15-0006 to amend City of Kelowna Zoning Bylaw No. 8000 by amending designations to the C3 - Community Commercial zone, by adding C3rls - Community Commercial (Retail Liquor Sales) and C3lp - Community Commercial (Liquor Primary) as outlined in Schedule "A" of the report from the Urban Planning Department dated June 26, 2015, be considered by Council;

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

Carried

#### 3.2 BL11114 (TA15-0006) - New C3rls - Community Commercial (Retail Liquor Sales) and C3lp - Community Commercial (Liquor Primary)

Moved By Councillor Given/Seconded By Councillor Donn

R566/15/07/27 THAT Bylaw No. 11114 be read a first time.

Carried

#### 3.3 140 Mugford Road, 405 & 425 Rutland Road, Z15-0010 - RA Quality Homes Ltd.

Staff:

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

Moved By Councillor Singh/Seconded By Councillor Sieben

R567/15/07/27 THAT Rezoning Application No. Z15-0010 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A Section 26 Township 26 ODYD Plan 4378, located at 140 Mugford Rd, Kelowna, BC from RU1 - Large Lot Housing zone to RM2 - Low Density Row Housing zone and by changing the zoning classification of Lot 3 Section 26 Township 26 ODYD Plan 3513, located at 405 Rutland Rd, Kelowna, BC and Lot 4 Section 26 Township 26 ODYD Plan 3513, located at 425 Rutland Rd, Kelowna, BC from RU1 - Large Lot Housing zone to RM3 - Low Density Multiple Housing zone be considered by Council;

AND THAT the Rezoning Bylaws be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaws be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subject property;

AND THAT final adoption of the Rezoning Bylaws be considered subsequent to the requirements of the Development Engineering Department being completed to their satisfaction;

AND FURTHER THAT final adoption of the Rezoning Bylaws be considered subsequent to approval of the Ministry of Transportation and Infrastructure.

Carried

**3.4 140 Mugford Road, 405 & 425 Rutland Road, BL11123 - RA Quality Homes Ltd.**

Moved By Councillor Given/Seconded By Councillor Gray

R568/15/07/27 THAT Bylaw No. 11123 be read a first time.

Carried

**3.5 561 McKay Avenue, OCP15-0009 & Z15-0026 - City of Kelowna**

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council.
- The long-term plan for the property will be a mixed-use development which would include a parkade.
- Responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Sieben

R569/15/07/27 THAT Official Community Plan Bylaw Amendment No. OCP15-0009 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Lot 1 District Lot 14 ODYD Plan EPP45951, located at 561 McKay Avenue, Kelowna, BC from the MRM - Multiple Unit Residential (Medium Density) designation to the MXR - Mixed Use (Residential / Commercial) as shown on Map "A" attached dated July 2, 2015, be considered by Council;

AND THAT Rezoning Application No. Z15-0026 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 District Lot 14 ODYD Plan EPP45951, located at 561 McKay Avenue, Kelowna, BC from the RU6 - Two Dwelling Housing zone to the C4 - Urban Centre Commercial zone as shown on Map "B" attached dated July 2, 2015, be approved by Council;

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

AND FURTHER THAT final adoption of the Official Community Plan Amending Bylaw and the Rezoning Bylaw be considered subsequent to the requirements of the Development Engineering Branch completed to their satisfaction.

Carried

### 3.6 561 McKay Avenue, BL11120 (OCP15-0009) - City of Kelowna

Moved By Councillor Donn/Seconded By Councillor Given

R570/15/07/27 THAT Bylaw No. 11120 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

### 3.7 561 McKay Avenue, BL11121 (Z15-0026) - City of Kelowna

Moved By Councillor Hodge/Seconded By Councillor Gray

R571/15/07/27 THAT Bylaw No. 11121 be read a first time.

Carried

### 3.8 2124 Pandosy Street, HRA15-0001 - F. DeVilliers Medical Prof. Corp. et al

Staff:

- Displayed a PowerPoint presentation summarizing the application and responded to questions from Council.
- To the best of staff's knowledge, there will not be any alterations to the outside of the building.

Moved By Councillor DeHart/Seconded By Councillor Singh

R572/15/07/27 THAT Council hear from the Applicants' representative regarding the owners' rationale for wanting three (3) commercial units rather than two (2) with respect to Heritage Revitalization Agreement Application No. HRA15-0001 for the property located at 2124 Pandosy Street, Kelowna, BC.

Carried

Staff:

- Clarified that there are currently five (5) strata lots, including the carriage house.
- Provided details regarding the parking requirements.

Hazel Christy, Applicants' Representative:

- Spoke to the rationale behind the owners' request for three (3) units for commercial uses rather than two (2).
- Made reference to the number of strata units being five (5), which are incorrectly identified in the draft Bylaw.
- Responded to questions from Council.
- Confirmed that there will not be any changes to the exterior and there are no changes being proposed for the interior.
- It will be up to the Strata Council to determine which units will be commercial and which units will be residential.
- Any short-term rental would be some sort of "tenancy less than 30 days".
- There is a laneway to the rear of the property.
- The parking on site exceeds the City's requirements.
- Currently the property has 5 strata units (4 apartment units and one in the carriage house) and was stratified in 2004.



**Staff:**

- Responded to questions from Council.
- Provided details regarding the short-term rental scheme being requested for the site and confirmed that under today's rules, short-term rentals are not permitted.
- Provided the rationale for supporting 2 commercial units.

**City Clerk:**

- Provided comment regarding procedure at the Public Hearing.
- Confirmed that the *Local Government Act* prohibits Council from amending the Bylaw with respect to the number of commercial units after the Public Hearing is closed.

**Council:**

- Discussed the options and the merits of moving forward with a defeat, deferral or support of Staff's recommendation.

**Moved By Councillor Given/Seconded By Councillor Sieben**

**R573/15/07/27** THAT Council consider a bylaw which would authorize the City of Kelowna to enter into a Heritage Revitalization Agreement for the properties legally known as Strata Lots 1, 2, 3, 4 and 5, District Lot 14, ODYD, Strata Plan KAS3144, located at 2124 Pandosy Street, Kelowna, BC in the form attached as Schedule "A" to the Report from the Community Planning Department dated July 13, 2015;

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

AND THAT the Heritage Revitalization Agreement be signed by the Owners prior to Public Hearing;

AND THAT final adoption of the Heritage Revitalization Agreement Authorization Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND FURTHER THAT, upon adoption of the Heritage Revitalization Agreement Authorization Bylaw, Heritage Revitalization Agreement Authorization Bylaw No. 9184 - HRA03-0003 - 2124 Pandosy Street, and all amendments thereto, be repealed.

**Carried**

Councillors Singh and Stack - Opposed.

**3.9 2124 Pandosy Street, BL11124 (HRA15-0001) - F. Devillier Medical Prof. Corp. et al**

**Moved By Councillor Gray/Seconded By Councillor Hodge**

**R574/15/07/27** THAT Bylaw No. 11124 be read a first time.

**Carried**

Councillors Singh and Stack - Opposed.

**3.10 787 Kuipers Crescent, DP15-0135 - Emil Anderson Construction Co. Ltd. et al**

**Staff:**

- Displayed a PowerPoint presentation summarizing the application before Council.

Moved By Councillor Stack/Seconded By Councillor DeHart

**R575/15/07/27** THAT Council authorizes the issuance of Development Permit No. DP15-0135 for Lot 46 District Lot 16885 SDYD Plan KAP82069, located at 787 Kuipers Crescent, Kelowna, BC subject to the following:

1. The dimensions and sitting of the buildings to be constructed on the land be in general accordance with Schedule 'A';
2. The exterior design and finish of the buildings to be constructed on the land be in general accordance with Schedule 'B';
3. The landscaping to be constructed on the land be in general accordance with Schedule 'C';
4. The applicant be required to enter into a Landscape Agreement with the City and post a Landscape Performance Security Deposit in the amount of 125% of the estimated value of the landscaping, as noted on Schedule 'C';

AND THAT Council's consideration of this Development Permit be considered subsequent to the issuance of DP15-0025 Hazardous Condition Development Permit;

AND THAT Council's consideration of this Development Permit be considered subsequent to the requirements of the Development Engineering branch completed to their satisfaction;

AND FURTHER THAT this Development Permit be valid for two (2) years from the date of Council Approval with no opportunity to extend.

Carried

**3.11 310 Mugford Road, BL11122 (Z15-0017) - Harjinder, Jaswinder & Swaran Mahli**

Moved By Councillor Sieben/Seconded By Councillor Singh

**R576/15/07/27** THAT Bylaw No. 11122 be read a first time.

Carried

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

**4.1 Road Name Change Bylaw - Quail Ridge Boulevard**

Staff:

- Displayed a PowerPoint presentation summarizing the rationale behind the proposed road name change.
- Made reference to editing issues in the Report to Council and confirmed that the wording in the draft Bylaw is correct.
- Responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Given

**R577/15/07/27** THAT Council receives, for information, the Report from the Urban Planning dated July 27, 2015 recommending the renaming of a section of Quail Ridge Boulevard as shown on Map "A" as attached to and forming part of the Report from the Urban Planning dated July 13, 2015;



AND THAT Council gives reading consideration to Bylaw No. 11115 being "Renaming of a portion of Quail Ridge Boulevard Road Name Change Bylaw".

Carried

#### 4.2 BL11115 - Name Change Bylaw, Renaming a Portion of Quail Ridge Boulevard to Pier Mac Way

Moved By Councillor Singh/Seconded By Councillor Sieben

R578/15/07/27 THAT Bylaw no. 11115 be read a first, second and third time.

Carried

#### 4.3 Transit 2015/2016 Annual Operating Agreement

Staff:

- Provided an overview of the 2015/2016 Annual Operating Agreement between BC Transit and the City of Kelowna;

Moved By Councillor Donn/Seconded By Councillor Singh

R579/15/07/27 THAT Council approve the 2015/2016 Annual Operating Agreement between BC Transit and City of Kelowna for Conventional, Community, and Custom transit;

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

Carried

#### 4.4 Water Main Replacement - Dilworth Drive, From Omineca Place to Glacier Court

Staff:

- Provided background information regarding the water main replacement.

Moved By Councillor Stack/Seconded By Councillor DeHart

R580/15/07/27 THAT Council receives, for information, the report from the Utilities Planning Manager dated July 17, 2015 regarding the Water Main Replacement - Dilworth Drive, From Omineca Place to Glacier Court;

AND THAT Council authorizes the expenditure of up to \$1,300,000 from the water utility for the purposes of replacing a failing water main on Dilworth Drive from Omineca to Glacier Court;

AND FURTHER THAT the 2015 Financial Plan be amended accordingly.

Carried

#### 4.5 Naming of the New Police Services Building

Staff:

- Provided the rationale for the name of the new civic facility and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Singh

R581/15/07/27 THAT Council endorses "City of Kelowna Police Services" as the formal name for the new civic facility being constructed at 1190 Richter Street to house the local RCMP detachment.

Carried

#### **4.6 Brent's Grist Mill Stabilization Project**

Staff:

- Provided a summary of the stabilization project and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Donn

R582/15/07/27 THAT Council receives, for information, the Report of the Planner Specialist Urban Design, dated July 15, 2015;

AND THAT Council directs staff to undertake the stabilization of Brent's Grist Mill as set out in the report of the Planner Specialist Urban Design, dated July 15, 2015;

AND FURTHTER THAT Council approves a 2015 budget amendment in the amount of \$210,000 funded from the Reserves where funds have been held for the Brent's Grist Mill project.

Carried

#### **5. Bylaws for Adoption (Non-Development Related)**

##### **5.1 Quail Ridge Boulevard (Portion of Road adjacent to South of), BL11081 - Road Closure Bylaw**

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

Moved By Councillor DeHart/Seconded By Councillor Stack

R583/15/07/27 THAT Bylaw No. 11081 be adopted.

Carried

##### **5.2 Curtis Road (Portion of Road Adjacent to GEID Flume), BL11097 - Road Closure Bylaw**

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

Moved By Councillor Stack/Seconded By Councillor DeHart

R584/15/07/27 THAT Bylaw No. 11097 be adopted.

Carried

## 6. Mayor and Councillor Items

### Councillor Given:

- Made reference to the first class, cooperative work, of staff during the recent Emergency Operations Centre (EOC) activations for the Joe Rich fire and the Shelter Cove fire.

### Councillor Donn:

- Noted that the 'Arts on the Avenue' event will be held this Thursday from 5:00 pm - 10:00 pm on Bernard Avenue.

### Councillor Hodge:

- Made reference to the SILGA Executive Meetings he attended last week in Kamloops in preparation of the 2016 SILGA Convention in Kelowna.
- Made comment regarding his attendance, along with Councillor DeHart, at the opening night of 'Raft of the Medusa' at the Kelowna Community Theatre.

### Councillor Sieben:

- Made reference to the recent cyclist commemorative ride held in memory of a cyclist who was killed recently and encouraged drivers to pay attention to cyclists.

### Councillor DeHart:

- Made reference to her attendance on the Kelowna & District Share Society barbeque.

### Councillor Stack:

- Gave a 'shout out' to the Gospel Mission and Harmony House on their 20 years of service in the community.

### Acting City Manager:

- Made comment on the success of the Centre of Gravity event this past weekend and thanked staff, the RCMP and the event organizers.

### Mayor Basran:

- Thanked MP Ron Cannon for the recent Federal grant announcements.
- Thanked Festivals Kelowna, and Councillor Donn, for the ongoing festivities and events around Kelowna this summer.

## 7. Termination

This meeting was declared terminated at 4:05 p.m.

\_\_\_\_\_  
Mayor

/slh

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

# REPORT TO COUNCIL



**Date:** August 10, 2015  
**RIM No.** 1210-21  
**To:** City Manager  
**From:** Community Planning Department (MS)  
**Application:** A15-0005 **Owner:** Misao Koga  
**Address:** 2015 Belgo Road **Applicant:** Misao Koga  
**Subject:** Subdivision in the Agricultural Land Reserve - Homesite Severance  
**Existing OCP Designation:** Resource Protection Area  
**Existing Zone:** A1 - Agriculture 1

---

## 1.0 Recommendation

THAT Agricultural Land Reserve Appeal A15-0005 for Lot B Section 14 Township 26 ODYD Plan 1845 located at 2015 Belgo Road for a subdivision of agricultural land in the Agricultural Land Reserve, be supported by Municipal Council;

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

## 2.0 Purpose

To support an application to the Agricultural Land Commission (ALC) for a "Subdivision of Agricultural Land Reserve" under Section 21(2) of the Agricultural Land Commission Act, and specifically a "Homesite Severance" request as per Policy #11 - Homesite Severance on Agricultural Land Reserve (ALR) Lands.

## 3.0 Community Planning

Community Planning supports the application for a Homesite Severance in the ALR. However, staff notes that the *Ministry of Agriculture's Guide for Bylaw Development in Farming Areas*<sup>1</sup> cites a maximum area of 0.2 ha (0.5 acre) as a standard farm residential footprint. (See attached, Minister's Bylaw Standards excerpt). The requested Homesite is 0.4 ha (0.98 acre), and as such, is larger than recommended by Ministry standards.

---

<sup>1</sup> Ministry of Agriculture, 2015. Guide for Bylaw Development in Farming Areas.  
[http://www2.gov.bc.ca/gov/DownloadAsset?assetId=E5EF85D8EF2D4C939D51C472DC0C4A51&filename=840000-1\\_guide\\_for\\_bylaw\\_development\\_in\\_farming\\_areas\\_april24\\_2015.pdf](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=E5EF85D8EF2D4C939D51C472DC0C4A51&filename=840000-1_guide_for_bylaw_development_in_farming_areas_april24_2015.pdf)

The City's Agriculture Plan recommends continued support for homesite severance applications consistent with ALC Policy #11, which allows farmers to retire or sell the property while retaining the homesite. ALC policies state that consideration of any homesite severance should be reviewed in the context of the overall agricultural integrity of the parcel, where the size and configuration will, in the Commission's opinion, constitute a viable agricultural remainder. To this end, homesite severance parcels should be minimized in size to help ensure the remainder is viable. This is particularly important in Kelowna where parcel sizes are already small.

#### 4.0 Proposal

##### 4.1 Background

The applicants are seeking a two lot subdivision for the purpose of a homesite severance. The owner purchased the subject property in 1969 and therefore qualifies for consideration of a homesite severance.

The proposal is to subdivide the existing homesite which is located near the east property line. A second dwelling on the property will be included in the proposed farm remainder. The applicant is seeking a 0.4 ha (0.98 ac) subdivision for the homesite (plans attached).

The remainder of the property is currently farmed as an orchard. The remainder parcel would be 5.2 ha (12.86 ac) if the subdivision is permitted as proposed. Of the remainder, 0.42 ha (1 acre) is steep, unfarmed bench lands at the west of the property.

##### 4.2 Site Context

The subject property is located in the Belgo - Black Mountain Sector of the City. It is surrounded by agricultural land in the ALR. To the west, across from Hollywood Road South and 25 metres below the main portion of the property, is a rural residential property. It is outside the Permanent Growth Boundary according to the Official Community Plan.

#### Parcel Summary:

Parcel Size: 5.2 ha (13.84 ac)  
 Elevation: 482 metres above sea level (masl) to 479 masl, with a bench falling to 454 masl over the last 50 metres of the property at the west, down to Hollywood Road South

##### 4.3 Zoning of Adjacent Property

<i>Direction</i>	<i>Zoning Designation</i>	<i>Land Use</i>
North	A1 - Agriculture 1	Agriculture
East	A1 - Agriculture 1	Agriculture
South	A1 - Agriculture 1	Agriculture
West	RR2 - Rural Residential 2	Rural Residential



Figure 1 - Neighbourhood Context

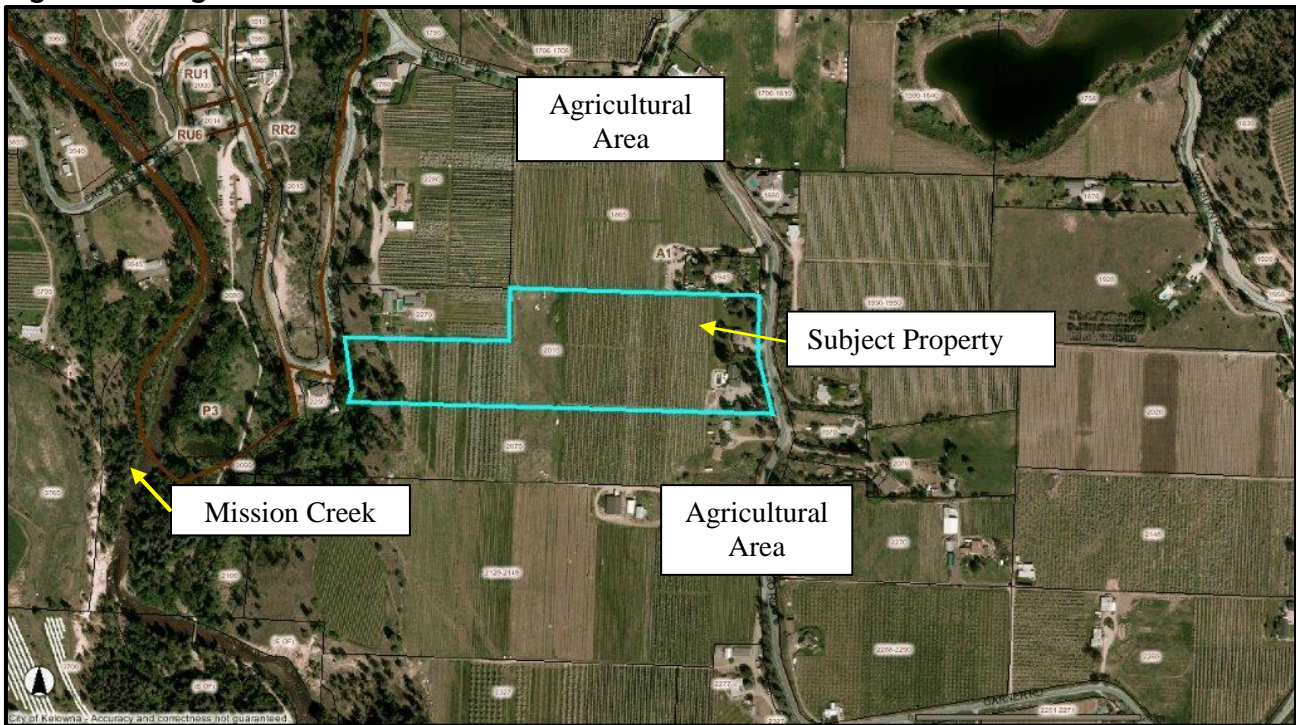


Figure 2 - Agricultural Land Reserve

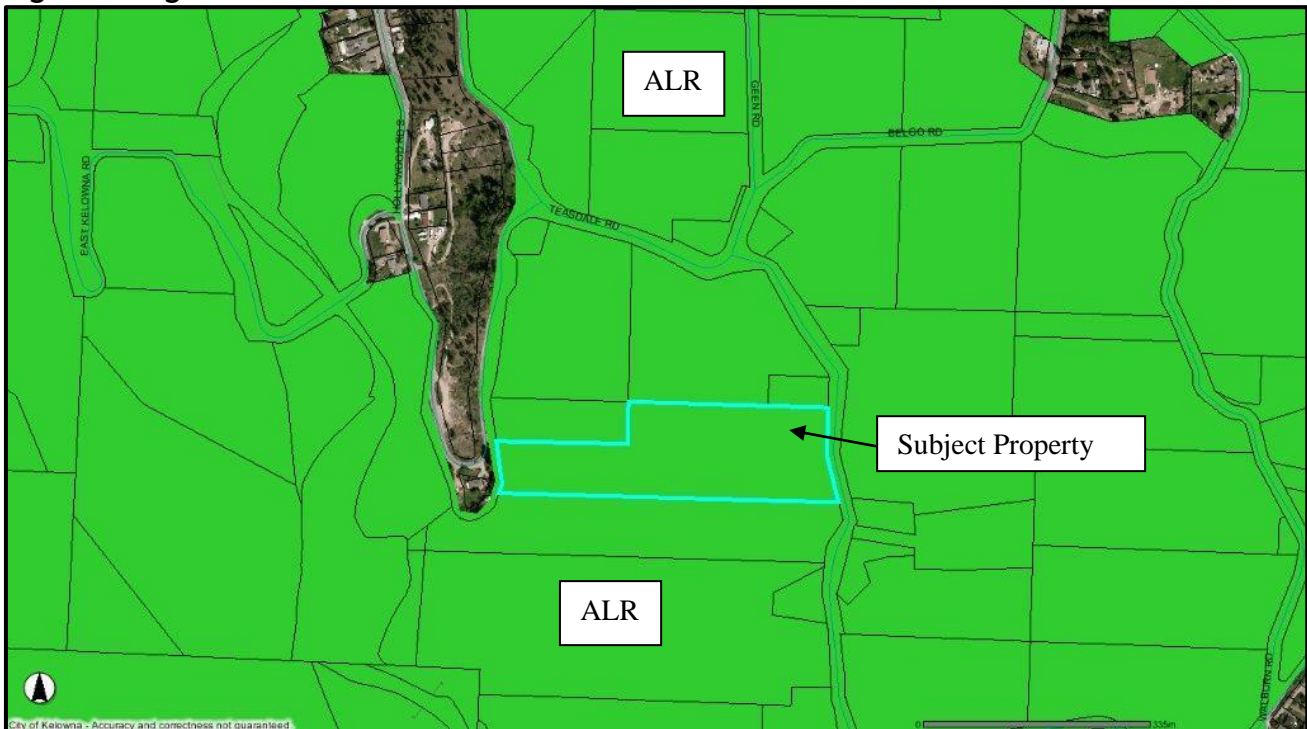




Figure 3 - Slopes



Figure 4 - Proposed Homesite Severance

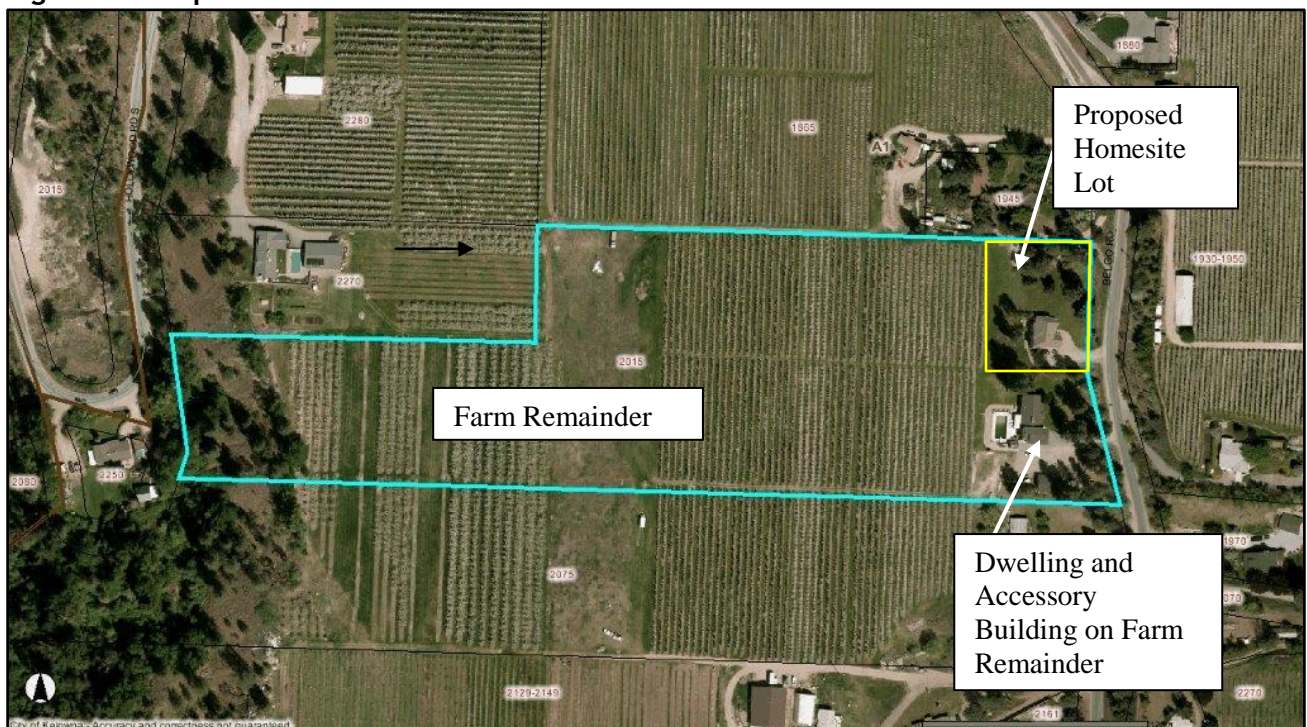




Figure 5 - Proposed Homesite



Figure 6 - Proposed Lot





Date of Application Received: April 14, 2015

Date Circulation Completed: May 14, 2015

Agricultural Advisory Committee June 11, 2015

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on June 11, 2015 and the following recommendation was passed:

**MOVED BY Ed Schiller /SECONDED By Keith Duhaime**

THAT the Agricultural Advisory Committee recommends that Council support an application to the Agricultural Land Commission for a "*Subdivision of Agricultural Land Reserve*" under Section 21(2) of the Agricultural Land Commission Act for a Homesite Severance on Agricultural Land Reserve (ALR) Lands located at 2015 Belgo Road.

**Carried**

**Report prepared by:**

\_\_\_\_\_  
Melanie Steppuhn, Land Use Planner

**Reviewed by:** ☐ Todd Cashin, Manager, Suburban and Rural Planning

**Reviewed by:** ☐  
**Approved for Inclusion:** Ryan Smith, Manager, Community Planning

**Approved for Inclusion:** ☐ Doug Gilchrist, Divisional Director, Community Planning & Real Estate

**Attachments:**

Schedule A - Policies

Schedule B - Technical Comments

Ministry of Agriculture - Guide for Bylaw Development in Farming Areas - Residential Footprint

Subject Property / ALR Map

Proposed Homesite Severance Plans

# SCHEDULE A - Policies



Subject: 2015 Belgo Road - Homesite Severance

---

## 1.0 Current Development Policies

### 1.1 Kelowna 2030 Official Community Plan (OCP)

Protect and enhance local agriculture<sup>1</sup>.

**Policy 5.33.8 Subdivision.** Maximize potential for the use of farmland by not allowing the subdivision of agricultural land into smaller parcels (with the exception of Homesite Severances approved by the ALC) except where significant positive benefits to agriculture can be demonstrated.

**Policy 5.33.9 Housing in Agricultural Areas.** Discourage residential development (both expansions and new developments) in areas isolated within agricultural environments (both ALR and non-ALR).

Preserve productive agricultural land<sup>2</sup>.

**Policy 5.34.3 Homeplating.** Locate buildings and structures, including farm help housing and farm retail sales area and structures, on agricultural parcels in close proximity to one another and where appropriate, near the existing road frontage. The goal should be to maximize use of existing infrastructure and reduce impacts on productive agricultural lands.

### 1.2 City of Kelowna Agriculture Plan

ALR Application Criteria<sup>3</sup>

**Urban - Rural/Agricultural Boundary Policies<sup>4</sup>**

*Homesite Severance - Continue to support the concept of homesite severance, consistent with Agricultural Land Commission Policy #025/78 [11]<sup>5</sup>.*

### 1.3 Agricultural Land Commission Policy #11- Homesite Severance on ALR Lands

*Persons making use of this policy should understand clearly that<sup>6</sup>:*

- a. no one has an automatic right to a "homesite severance";*
- b. the Commission shall be the final arbiter as to whether a particular "homesite severance" meets good land use criteria;*
- c. a prime concern of the Commission will always be to ensure that the "remainder" will constitute a suitable agricultural parcel.*

---

<sup>1</sup> City of Kelowna Official Community Plan - Chapter 5 - Development Process; pp. 5.33 & 5.34.

<sup>2</sup> City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.34.

<sup>3</sup> City of Kelowna Agriculture Plan (1998); p. 130.

<sup>4</sup> City of Kelowna Agriculture Plan (1998); p. 131.

<sup>5</sup> City of Kelowna Agriculture Plan (1998); p. 85.

<sup>6</sup> Agricultural Land Commission - Policy #11 - Homesite Severance on ALR Lands ([http://www.alc.gov.bc.ca/legislation/policies/Pol11-03\\_homesite-severance.htm](http://www.alc.gov.bc.ca/legislation/policies/Pol11-03_homesite-severance.htm))

4. *There will be cases where the Commission considers that good land use criteria rule out any subdivision of the land because subdivision would compromise the agricultural integrity of the area, and the Commission must therefore exercise its discretion to refuse the "homesite severance".*

*Where the Commission decides to allow a "homesite severance", there are two options:*

- a) the existing homesite may be created as a separate parcel where it is of a minimum size compatible with the character of the property (plus a reasonable area, where required, for legal access purposes); or*
- b) where the location of the existing homesite is such that the creation of a parcel encompassing the homesite would, in the Commission's opinion, create potential difficulty for the agricultural operation or management of the "remainder", the Commission may, as it deems appropriate, approve the creation of a parcel elsewhere on the subject property.*

5. *The remainder of the subject property after severance of the homesite must be of a size and configuration that will, in the Commission's opinion, constitute a suitable agricultural parcel. Where, in the Commission's opinion, the "remainder" is of an unacceptable size or configuration from an agricultural perspective, there are three options:*

- a) the Commission may deny the "homesite severance";*
- b) the Commission may require that the "remainder" be consolidated with an adjacent parcel; or*
- c) the Commission may require the registration of a covenant against the title of the "remainder" and such a covenant may prohibit the construction of dwellings.*

# SCHEDULE B - Technical Comments



**Subject:** A15-0005 2015 Belgo Road - Homesite Severance

---

## 1.1 Building & Permitting Department

No Comment.

## 1.2 Development Engineering Department

Development Engineering has no comments or requirements at this point in time with regard to this application. A report will be provided at the time of development application submission when the Agricultural Land Commission agrees to the Homesite severance.

1. The maximum setback from the *front lot line* to the rear or opposite side of the *farm residential footprint* is 60 metres, and
2. The maximum setback from the *front lot line* to the rear of the *principal farm residence* or *additional farm residence* is 50 metres to allow for a 10 metre deep back yard.
3. Lots narrower than 33 metres are exempted from the 60 metre maximum setback (for the *farm residential footprint*) from the *front lot line*, however, the footprint must fill the front of the lot to a maximum of 2000 m<sup>2</sup> (refer to Figure 2). There is no exemption for the 50 metre maximum setback for the *residence*.
4. Lots greater than 60 hectares<sup>4</sup> are exempted from the maximum road setbacks for the *residence* and the *farm residential footprint*.

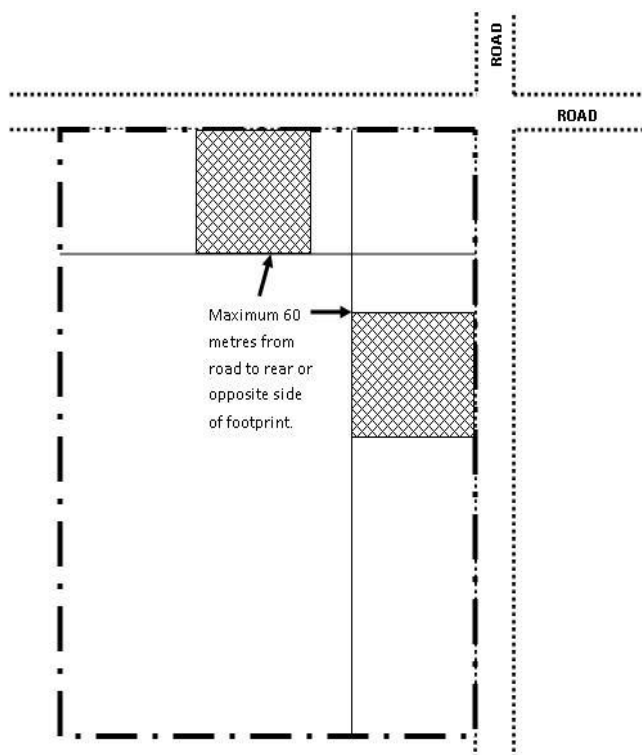


Figure 1 Maximum Road Setbacks

<sup>4</sup> This exemption recognizes that large lot sizes minimize farm practice issues and the area is likely to be very rural.

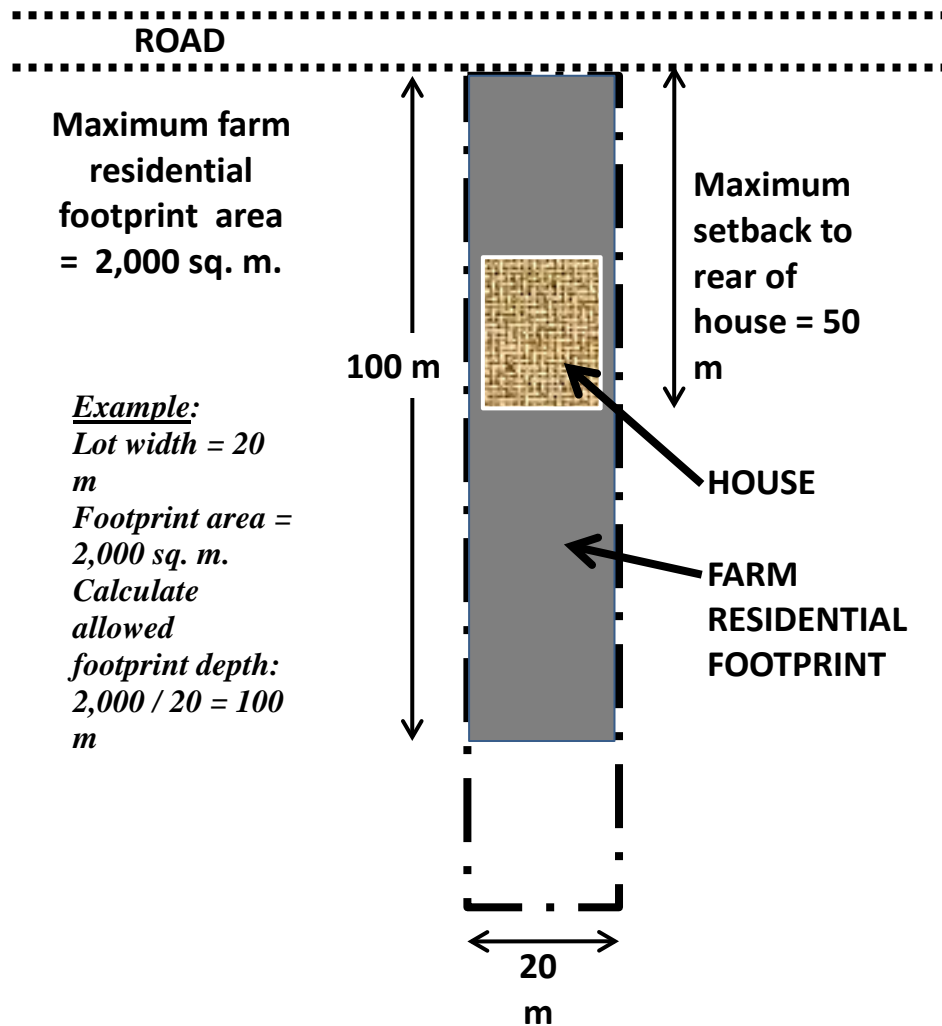


Figure 2 Footprint on a Narrow Lot

#### 2.4.6.5.2 Farm Residential Footprint Size<sup>5</sup>

The maximum size of the *farm residential footprint* is:

- a) the lesser of a footprint commensurate with *urban areas*; or
- b) 2,000 m<sup>2</sup>; plus
  - a. 1000 m<sup>2</sup> for each *additional farm residence* where permitted; plus
  - b. 35 m<sup>2</sup> for each *temporary farm worker housing space* where permitted.

#### 2.4.6.5.3 Maximum Floor Area-Farm Residences

The Minister's Bylaw Standard does not include size restrictions for the *floor area-farm residences*. However, the following is offered as a suggestion where local governments wish to include these restrictions in their bylaws.

The maximum *floor area-farm residence(s)* is the lesser of a floor area commensurate with *urban areas* or:

- a) 500 m<sup>2</sup> for *principal farm residence*;
- b) 300 m<sup>2</sup> for each *additional farm residence* where permitted; and
- c) 15 m<sup>2</sup> for each *temporary farm worker housing space* where permitted<sup>6</sup>.

### 2.4.7 Height Limitations

Local governments are encouraged to exclude farm buildings from restrictions on height. Crop protection and support *structures* such as deer fencing, netting supports and trellises must be excluded from height requirements. If a local government wishes to restrict height of farm structures then the maximum building heights should be no less than:

Grain bins (including delivery equipment)	46 metres
Silos	34 metres
Combination Silo and Grain Storages	41 metres
Principal <i>livestock buildings</i>	15 metres
All other agricultural <i>buildings</i>	15 metres

These height limitations should be the minimum height restriction placed on *farm buildings* in a zoning bylaw. If a local government wishes to allow *buildings* higher than these or wishes to exempt these *buildings* from the height restrictions, then the zoning bylaw will still be considered in accordance with this section.

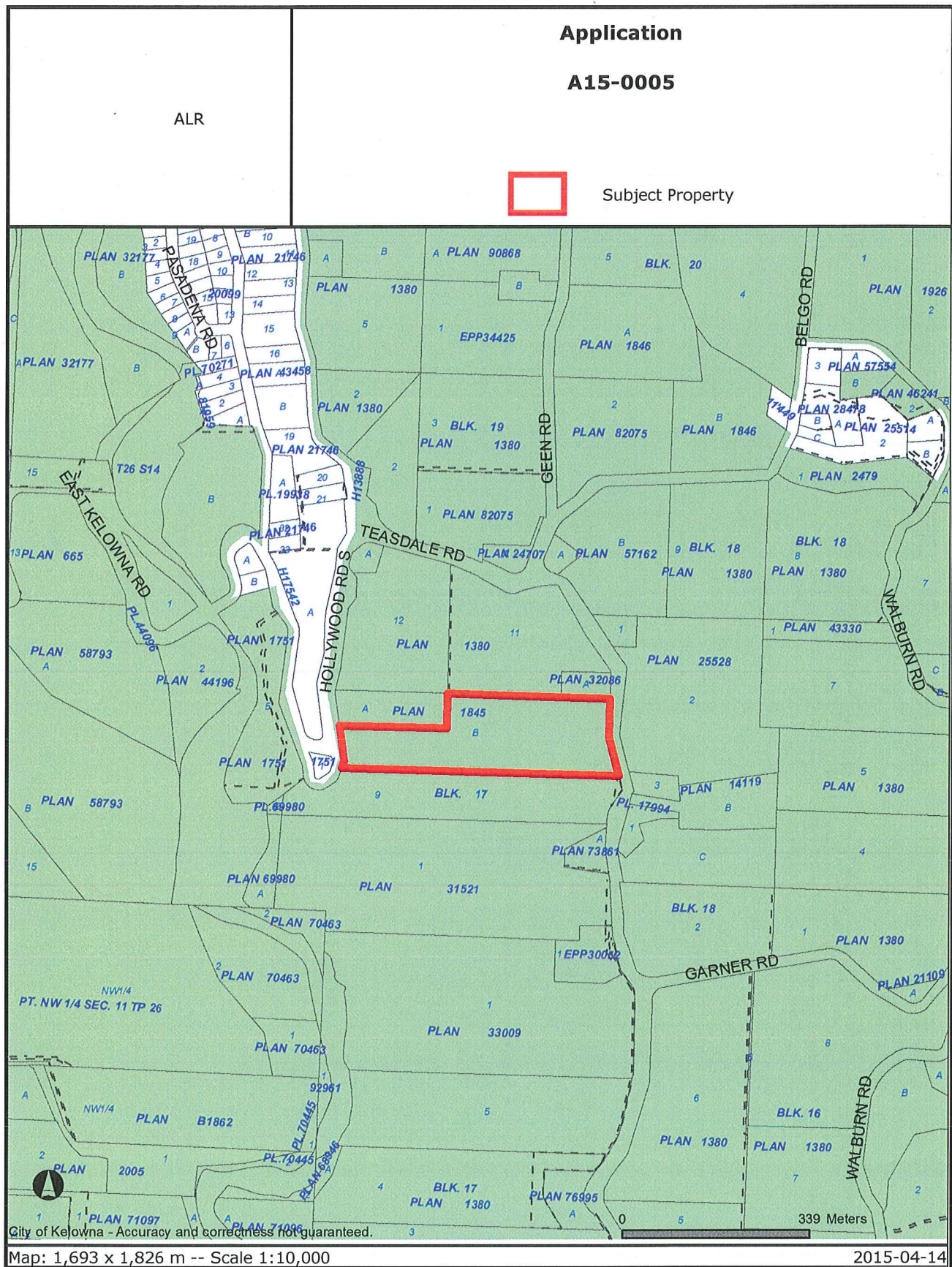
### 2.4.8 Setbacks

Appropriate setback distances can help prevent nuisance conflicts, protect natural resources, and safeguard human health. On the other hand, excessive setbacks can present serious challenges to farming operations. The standards in this section seek to strike a balance by recommending setbacks that are large enough to reduce conflict

<sup>5</sup> The *farm residential footprint size* is considered density and would require a rezoning application to vary.

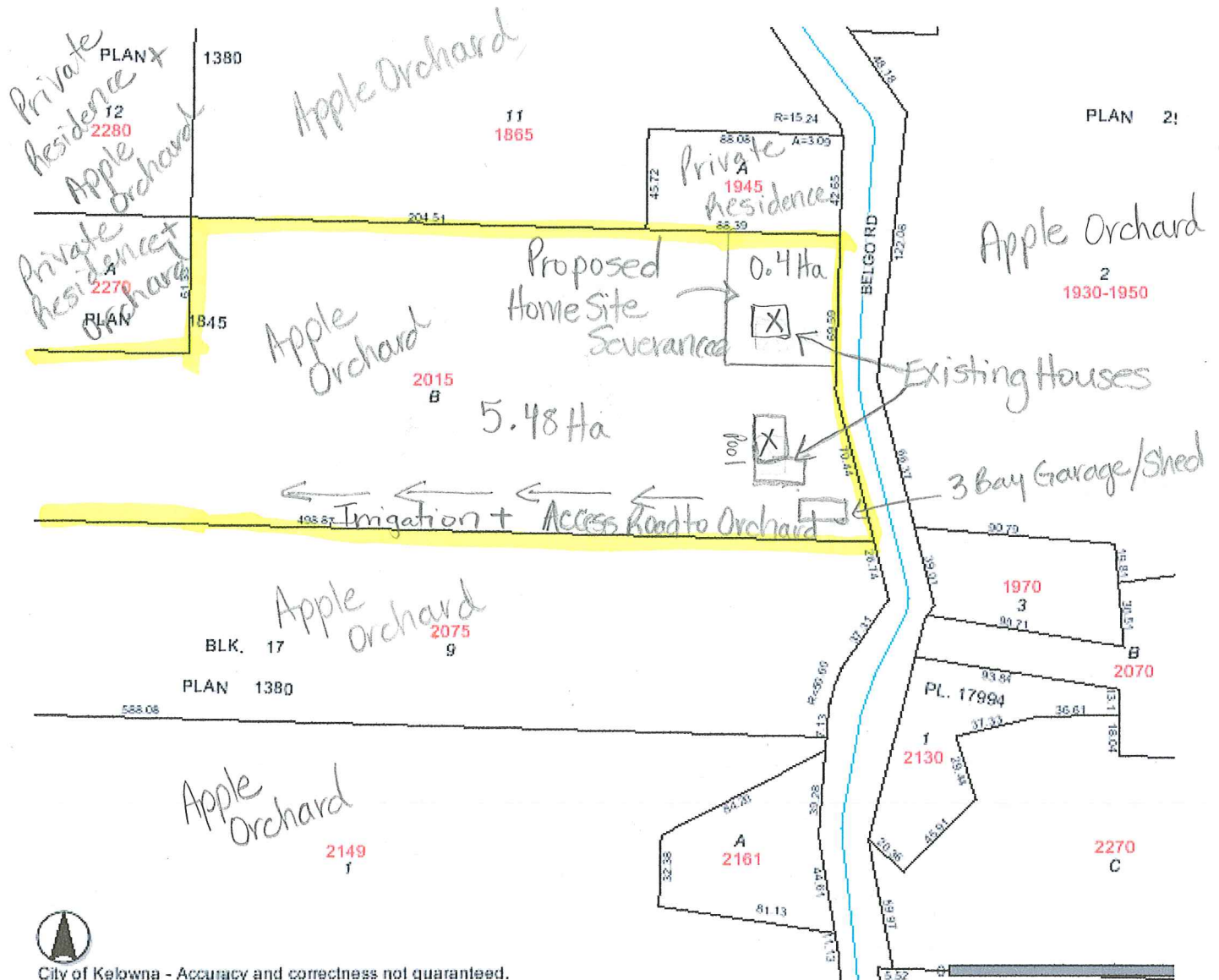
<sup>6</sup> Federal programs allow 10 m<sup>2</sup> of useable floor area which excludes washrooms, laundry, mechanical and storage rooms.





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.







1995-2015 Hollywood Rd S  
Kelowna, BC V1P  
49.863420, -119.384810





# REPORT TO COUNCIL



**Date:** July 27, 2015

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning, Community Planning & Real Estate (TY)

**Application:** Z15-0029      **Owner:** W-Ten Development Ltd.,  
Inc. No. BC0720702

**Address:** 1285 Graham Road      **Applicant:** Urban Options Planning &  
Permits

**Subject:** Rezoning Application

**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. Z15-0029 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 78 Section 22 Township 26 ODYD Plan 19162, located at 1285 Graham Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone, be approved by Council;

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

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the requirements of the Development Engineering Branch and Rutland Waterworks District completed to their satisfaction.

## 2.0 Purpose

To rezone the subject property in order to construct a semi-detached dwelling.

## 3.0 Community Planning

Community Planning supports the proposed rezoning on the subject property. The property is designated in Kelowna's Official Community Plan as S2RES - Single / Two Unit Residential which permits the RU6 - Two Dwelling Housing zone.

The proposed design put forth by the applicant shows private open space in open lawn areas as well as covered balconies and patios. The applicant has worked with Staff to avoid a street frontage dominated by garage doors and hard surface driveway areas. Along the Graham Road frontage of the house, the two garage doors are offset from one another and the unit entrances are proposed with rooflines that are brought towards the street to draw the eye to the front doors. While these measures do assist in reducing the impact of the garage doors facing the street, the applicant has also incorporated landscaping between the two units that extends to the property line to help soften the front yard.

The OCP seeks to allow two dwelling housing in this neighbourhood. The architectural style proposed by the applicant will complement and enhance the existing neighbouring streetscape and does not trigger any variances.

#### 4.0 Proposal

##### 4.1 Background

The subject property currently contains a 1970s single family dwelling with a suite. The applicant is seeking to demolish the existing house and construct a two unit semi-detached house.

##### 4.2 Project Description

The architectural style of the proposed two storey house compliments the character of the neighbourhood and even enhances the current streetscape by incorporating varying setbacks from the front property line. Hardiplank composite siding brings a welcome improvement to the neighbourhood proposed in a colour that blends with other homes on the block. While the front door to each unit is recessed from the garages, the entry is accentuated with a roof line that is brought forward towards the street. The proposed massing and roofline of the entire house brings down the scale of the two storey home by stepping the second storey back from the front and side property lines.

The driveway layout seeks to minimize the look of hard surface paving in the front yard by separating the two driveways and minimizing each width to 4.0 m at the property line. Between the two driveways landscaping is proposed to further soften the front streetscape. Although Kelowna's OCP does speak to reducing driveways of two unit dwellings to a single driveway, a preliminary design put forth by the applicant showed minimal planting between the two garages and a vast amount of hard surface paving. The front yard landscaping as proposed will be vital to a successful streetscape of a house where the garage door takes up more than 50% of the street frontage.

##### 4.3 Site Context

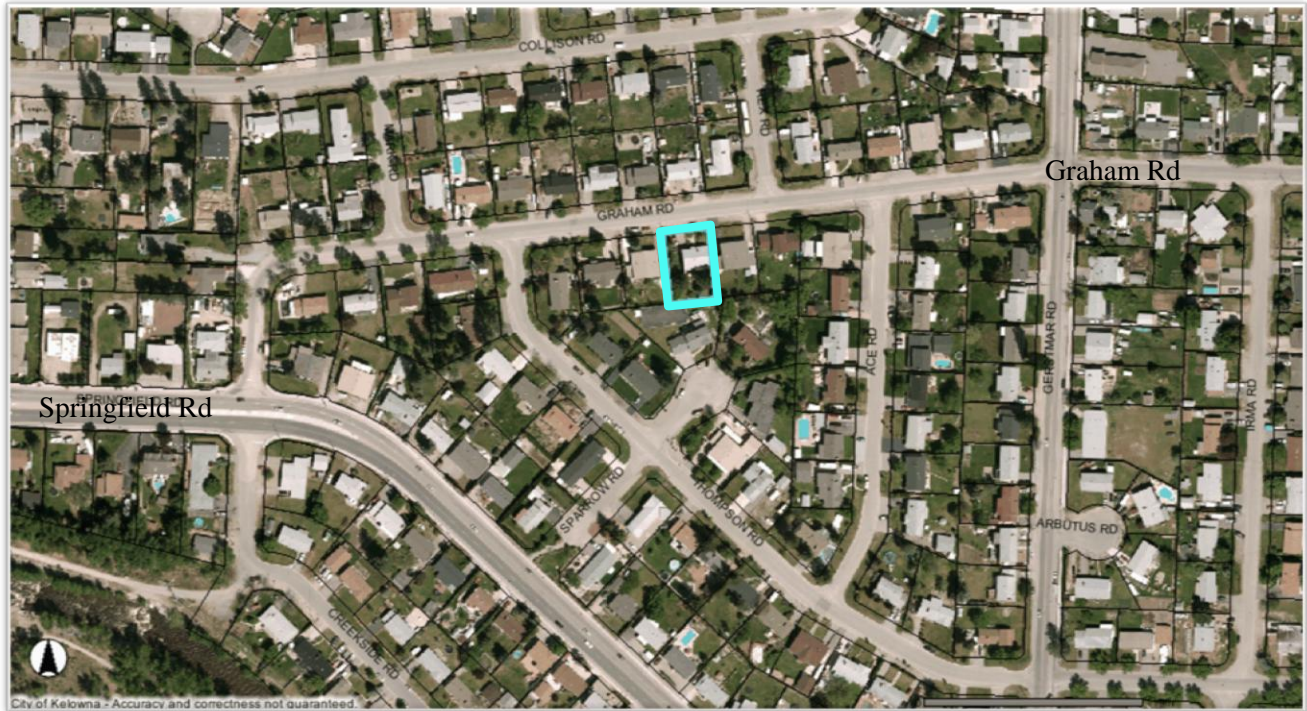
The subject property is located on the south side of Graham Road, between Thompson Road and Ace Road in the Rutland sector of Kelowna. The property is zoned RU1, identified in Kelowna's OCP as S2RES, and is within the Permanent Growth Boundary.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1	Single Family House
East	RU6	Duplex House
South	RU1	Single Family House with a suite
West	RU6	Duplex House



## Subject Property Map: 1285 Graham Road



## 4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Minimum Lot Area	700 m <sup>2</sup>	929 m <sup>2</sup>
Minimum Lot Width	18.0 m	24.0 m
Minimum Lot Depth	30.0 m	38.1 m
Development Regulations		
Maximum Site Coverage (buildings)	40%	38%
Maximum Site Coverage (buildings, driveways and parking)	50%	48%
Maximum Height	9.5 m or 2.5 storeys	7.6 m / 2 storeys
Minimum Front Yard	4.5 m to house 6.0 to garage	6.1 m to garage
Minimum Side Yard (west)	2.0 m up to 1.5 storey 2.3 m up to 2.5 storeys	2.0 m for 1 <sup>st</sup> storey 3.2 for 2 <sup>nd</sup> storey
Minimum Side Yard (east)	2.0 m up to 1.5 storey 2.3 m up to 2.5 storeys	2.0 m for 1 <sup>st</sup> storey 3.2 for 2 <sup>nd</sup> storey
Minimum Rear Yard	7.5 m	12.0 m
Other Regulations		
Minimum Parking Requirements	4 stalls	6 stalls
Minimum Private Open Space	30 m <sup>2</sup>	30 m <sup>2</sup>

## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

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

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

**Duplex Housing**<sup>3</sup> Design as separate units rather than a single large structure through architectural detailing and elements, offsetting units, variations in roof design, height and massing, and building articulation;

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure.

### 6.2 Development Engineering Department

- See attached Memorandum dated June 26, 2015

### 6.3 FortisBC Inc - Electric

- There are primary distribution facilities along Graham Rd. 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

### 6.4 Rutland Waterworks District

- See attached Summary of Requirements dated June 9, 2015

## 7.0 Application Chronology

Date of Application Received:	May 29, 2015
Date Public Consultation Completed:	June 16, 2015

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

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

<sup>3</sup> City of Kelowna Official Community Plan, Policy 3.2 (Development Permit Areas Chapter)

**Report prepared by:**

---

Tracey Yuzik, Planner

**Reviewed by:**

☐

Lindsey Ganczar, Planning Supervisor

**Approved for Inclusion:**

☐

Ryan Smith, Community Planning Department Manager

**Attachments:**

Site Plan

Conceptual Site Plan

Conceptual Elevations

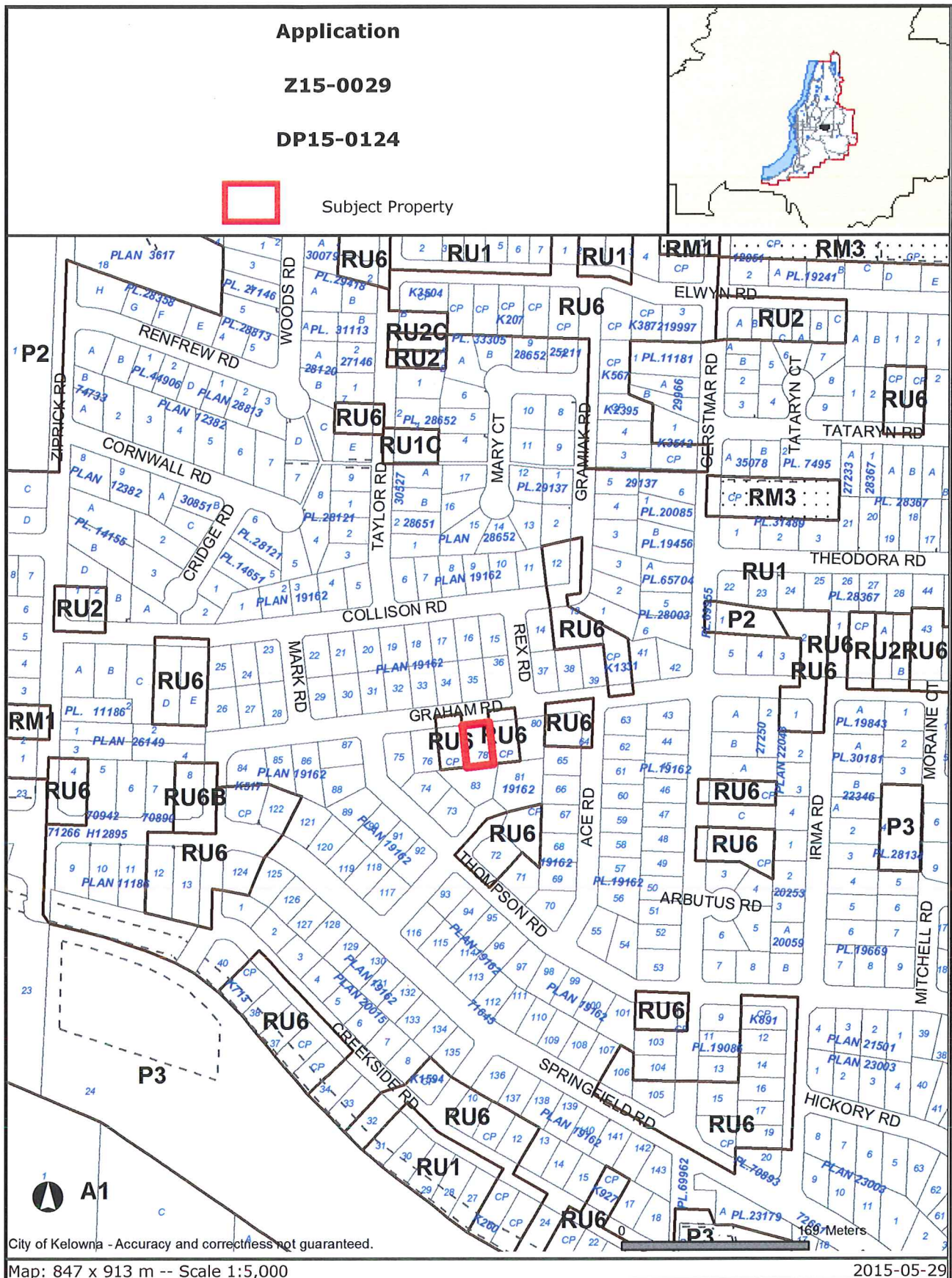
Conceptual Landscape Plan

Context/Site Photos

Development Engineering Memorandum

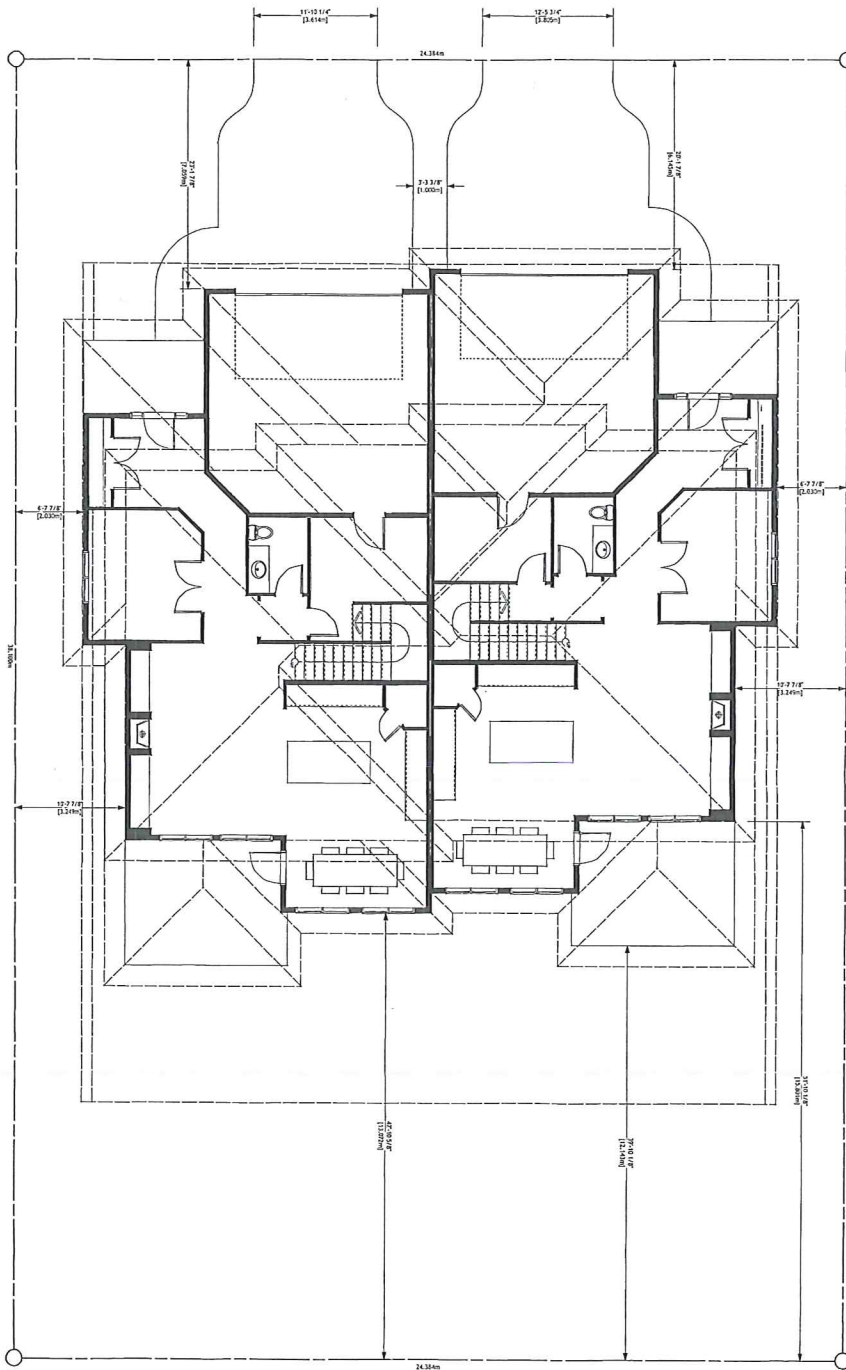
Irrigation District Summary of Requirements



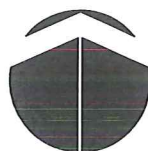


Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.  
The City of Kelowna does not guarantee its accuracy. All information should be verified.

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



NOTES: DEVELOPER TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.



REVISION DATE DESCRIPTION

PROJECT

DUPLEX DEVELOPMENT  
1285 GRAHAM ROAD  
KELOWNA, BC V1X 1J8  
LOT 78 PLAN 19182

DRAWING TITLE

SITE PLAN

DATE

APRIL 28, 2015

DRAWING NUMBER

6 of 6



1 BASEMENT PLAN  
Scale: 1/4" = 1'-0" 1196 SQ. FT.



JMS DESIGN  
644 ARROWLEAF LANE  
KELOWNA, BC  
V1Y 4P3



PROJECT NORTH

REVISION	DATE	DESCRIPTION
----------	------	-------------


PROJECT  
DUPLEX DEVELOPMENT  
1285 GRAHAM ROAD  
KELOWNA, BC V1Y 1J8  
LOT 78 PLAN 19162

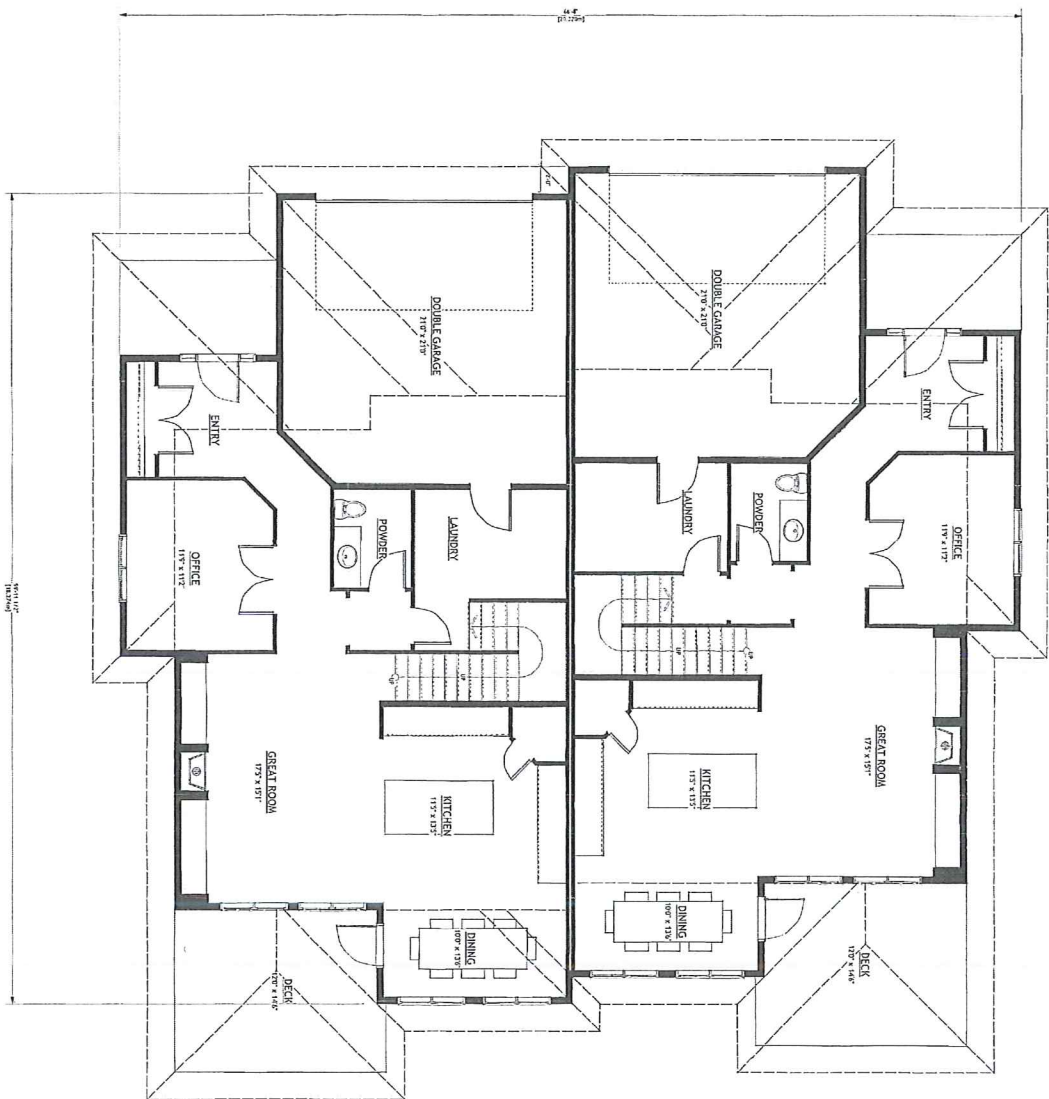
DRAWING TITLE  
BASEMENT

DATE  
APRIL 28, 2015

DRAWING NUMBER

3 of 6





1 MAIN FLOOR PLAN  
Scale: 1/4" = 1'-0" 1166 SQ. FT.



H&S DESIGN INC.  
644 KILLOWNA, BC  
V1W 4V5

NOTES: DRAWINGS AND THE EXISTING PROPERTY ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF H&S DESIGN INC.



PROJECT NORTH

REVISION | DATE | DESCRIPTION

PROJECT: DUPLEX DEVELOPMENT

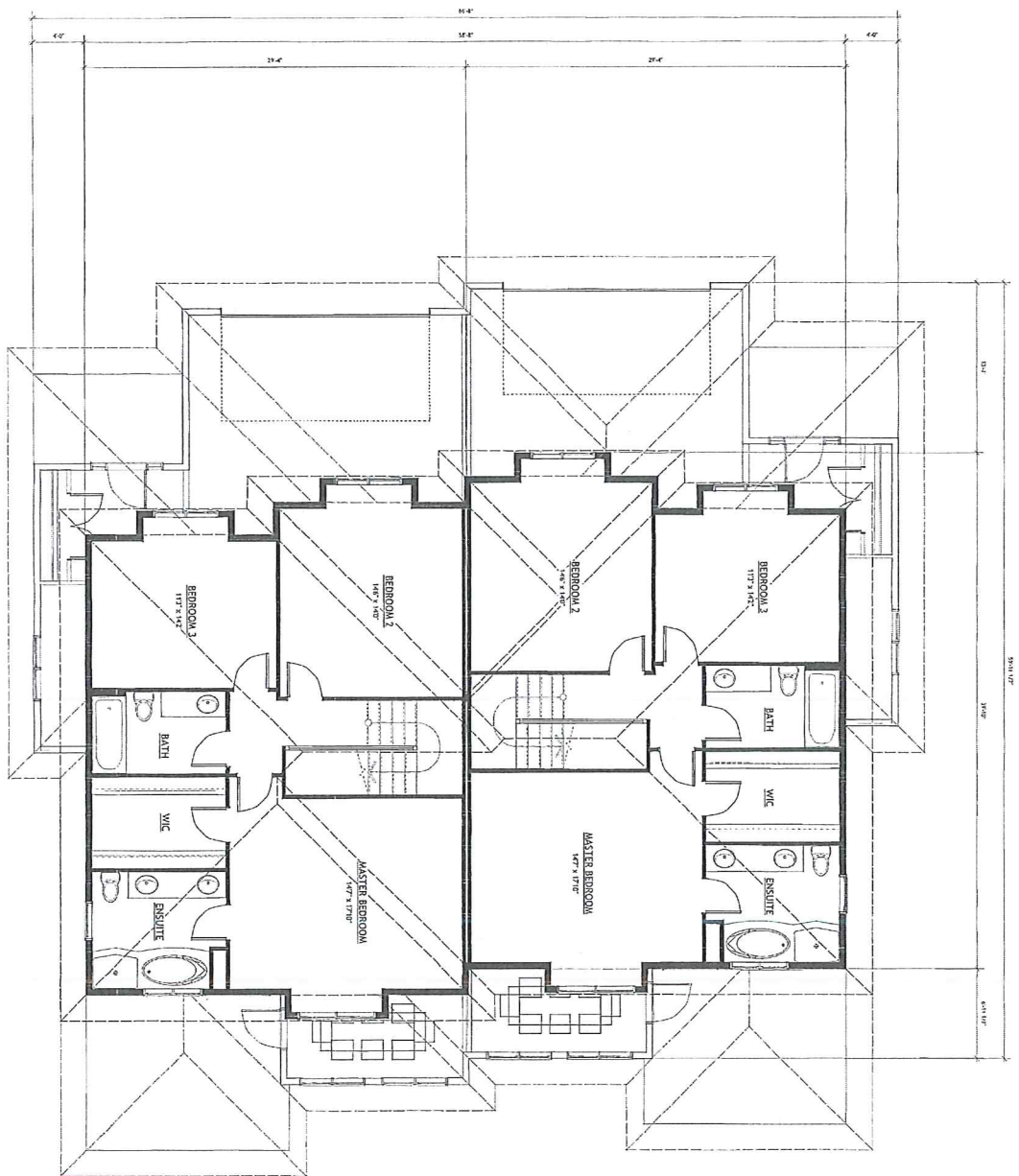
1285 GRAHAM ROAD  
KELOWNA, BC V1X 1J8  
LOT 78 PLAN 19162

DRAWING TITLE: MAIN FLOOR



DATE: APRIL 28, 2015

DRAWING NUMBER:

4 of 6



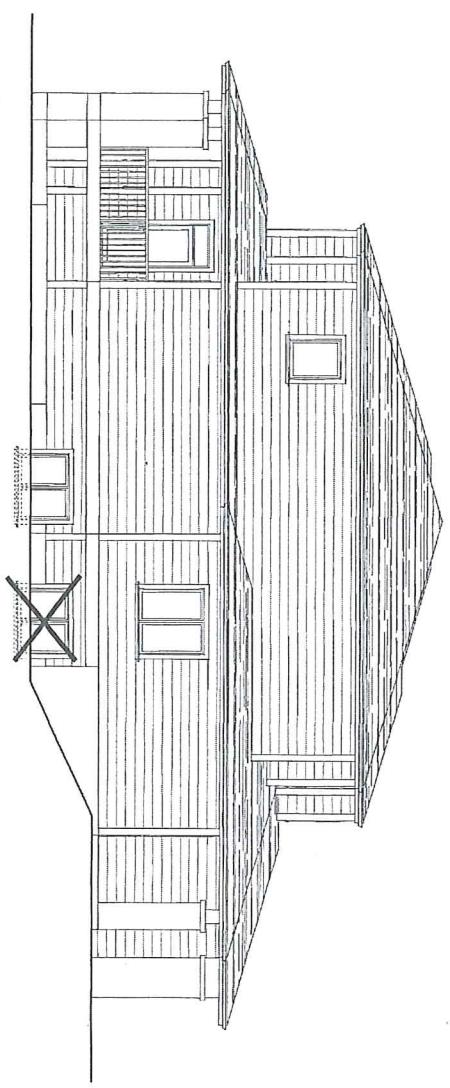
1 SECOND FLOOR PLAN  
Scale: 1/4" = 1'-0" (1/32" = 1'-0")

 <p><b>HBS DESIGN</b> 644 FERNDALE LANE KELOWNA, B.C. V1Y 4Y5</p> <p><small>THIS DRAWING IS THE PROPERTY OF HBS DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM HBS DESIGN.</small></p>		<p><b>PROJECT NORTH</b></p> 	
REVISION	DATE	DESCRIPTION	
<p><b>PROJECT</b> DUPLEX DEVELOPMENT 1285 GRAHAM ROAD KELOWNA, BC V1X 1J8 LOT 78 PLAN 19162</p>			
<p><b>DRAWING TITLE</b> SECOND FLOOR</p>			
<p><b>DATE</b> APRIL 28, 2015</p>			
<p><b>DRAWING NUMBER</b></p>			
<p>5 of 6</p>		<p>6</p>	

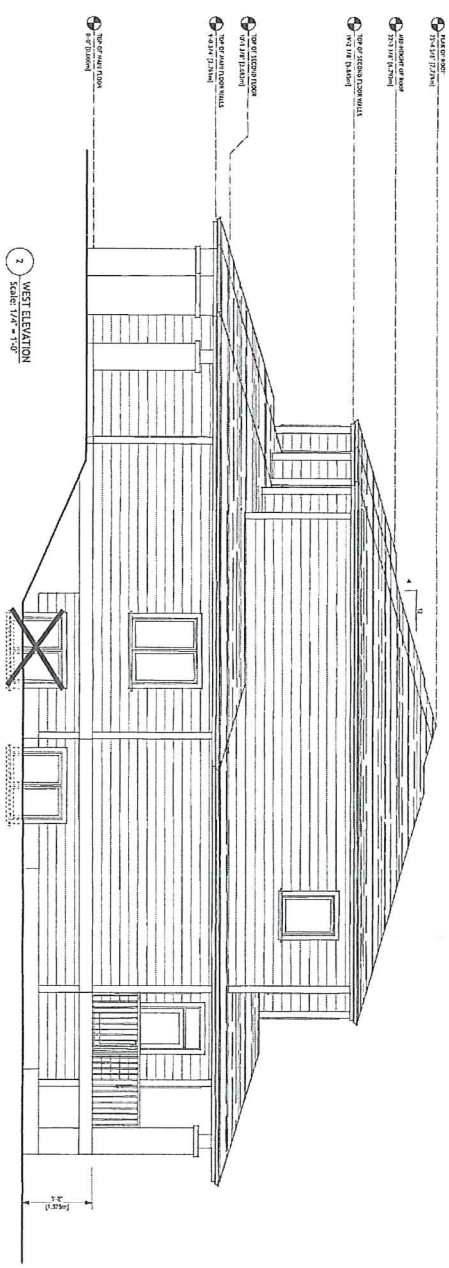




1 EAST ELEVATION  
Scale: 1/4" = 1'-0"

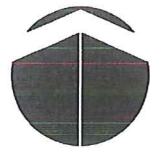


2 WEST ELEVATION  
Scale: 1/4" = 1'-0"



1115 DEBON LANE  
644 ARBORETUM LANE  
KELLOWNA, BC  
V1Y 4V5

THIS DRAWING AND THE EXISTING PROPERTY ARE THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION FROM THE ARCHITECT.



PROJECT NORTH

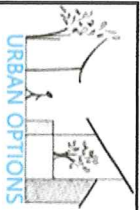
REVISION	DATE	DESCRIPTION
----------	------	-------------

PROJECT	DUPLEX DEVELOPMENT 1285 GRAHAM ROAD KELOWNA, BC V1X 1J8 LOT 78 PLAN 19162
---------	--

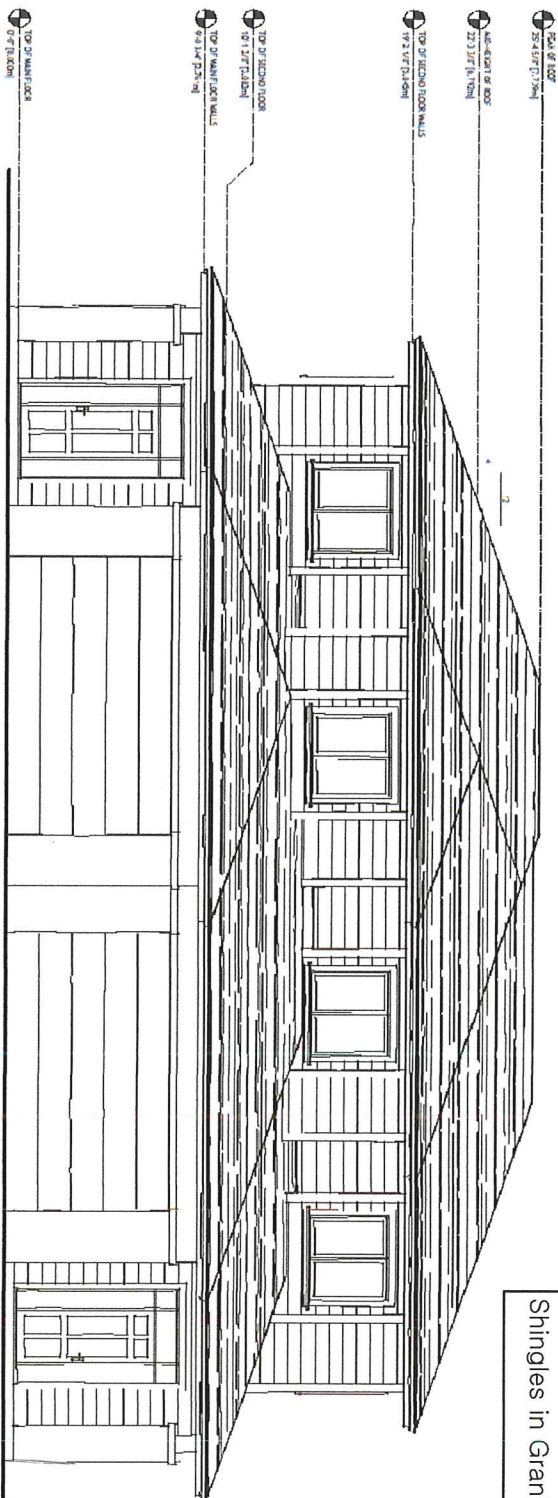
DRAWING TITLE	ELEVATIONS
---------------	------------

DATE	APRIL 28, 2015
------	----------------

DRAWING NUMBER	2 — of — 6
----------------	------------------



## Colour Board for 1285 Graham Road Duplex Development



Roofing Material Asphalt  
Shingles in Granite Gray

Main Body WeatherBoards  
"Nantucket Gray"

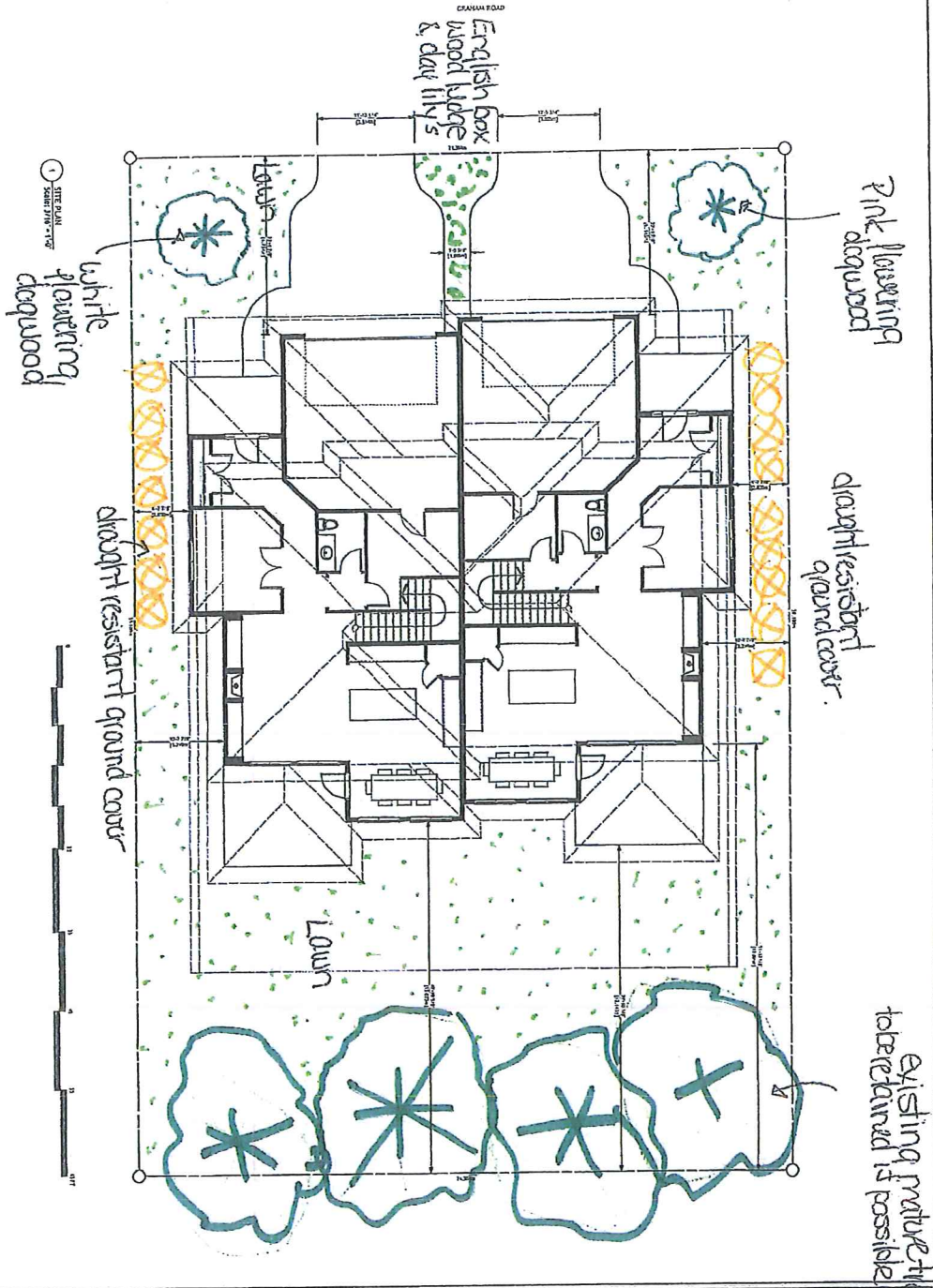


1 NORTH ELEVATION  
Scale: 1/4" = 1'-0"

Trim and accent colour  
CIL "Spanish Moss"





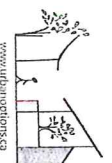
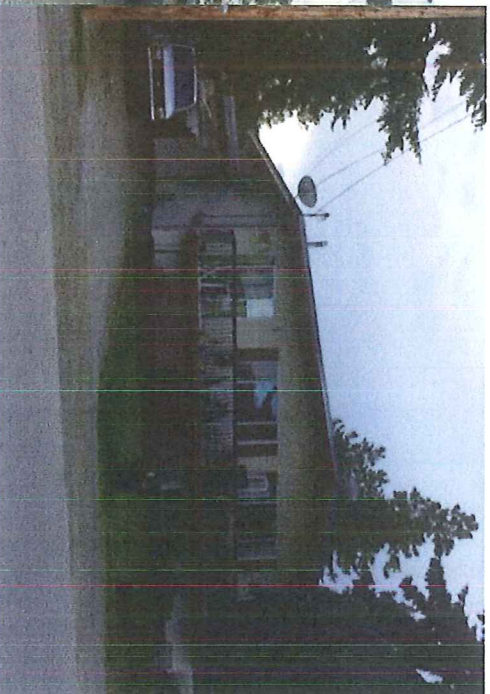


<p>THE GREEN BUILDING INSTITUTE, INC. 6550 UNIVERSITY AVE. SUITE 200 ANN ARBOR, MI 48106-1500 TEL: 734.769.7600 WWW.GREENBUILDINGINSTITUTE.COM</p>	
<p>PROJECT NORTH</p>	
<p>DATE: 04/18/2015</p> <p>BY: [Signature]</p>	<p>PROJECT: DUFF DEVELOPMENT</p> <p>1205 GRAHAM ROAD</p> <p>KELOWNA, BC V1X 1A8</p> <p>LOT 18 PLAN 19182</p>
<p>LANDSCAPE PLAN</p> <p>APRIL 20, 2015</p> <p>6 of 6</p>	

# 1285 Graham Road

Existing Dwelling (to be demolished)

Current streetscape (note the duplex's on either side of the subject property)





---

## CITY OF KELOWNA

### MEMORANDUM

---

**Date:** June 26, 2015  
**File No.:** Z15-0029  
**To:** Land Use Management (TY)  
**From:** Development Engineer Manager (SM)  
**Subject:** 1285 Graham Road – Lot 78, Plan 19162, Sec. 22, Twp. 26, ODYD

---

The Works & utilities Department comments and requirements regarding this application to rezone from RU-1 to RU-6 are as follows:

1. Subdivision

Provide easements as required

2. Geotechnical Study.

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

3. Domestic water and fire protection.

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

4. Sanitary Sewer.

The property is located within Specified Area # 23 and in accordance with the City of Kelowna current policy, the specified charges for the proposed RU6 development will have to be cash commuted. The current pay out charge is \$6,287.76 per Single Family Equivalent (SFE). Side by side duplex are assessed 1.4 SFE. The total Specified Area #23 charge under this application is in the amount of \$8,802.86.

.../2

5. Power and Telecommunication Services.

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

6. Road improvements.

Tataryn Road must be upgraded to a full urban standard including a sidewalk curb and gutter, piped storm drainage system, fillet pavement, street lights, and adjustment and/or re-location of existing utility appurtenances if required to accommodate this construction. The cost of this frontage upgrade is estimated at **\$21,700.00** and is inclusive of a bonding escalation.

7. Engineering.

Design, construction, supervision and inspection of all off-site civil works and site servicing must be performed by a consulting civil Engineer and all such work is subject to the approval of the city engineer.

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 subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.../3

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. Bonding and Levies Summary.

## a) Performance Bonding


Graham Road frontage upgrade **\$21,700.00**

Note that the applicant is not required to do the construction. The construction can be deferred and the City will initiate the work later at its own construction schedule, the cost would be reduced to **\$12,790.00**. and the Admin.& Inspection fee would be waived

b) levies

Specified Area charges #23 (1 duplex lot) **\$8,802.86**

3% Administration & Inspection fee **\$ 543.35** (\$520.33 + \$26.02 GST)

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



**Rutland**  
WATERWORKS DISTRICT

106 – 200 Dougall Road North  
Kelowna, BC V1X 3K5  
www.rutlandwaterworks.com

p: (250) 765-5218  
f: (250) 765-7765  
e: info@rutlandwaterworks.com

June 9, 2015

Alf Wiens  
W-Ten Development Ltd  
1295 Rodondo Place  
Kelowna BC V1V 1G6

**RE: Lot 78, Plan 19162 – 1285 Graham Rd File # DP 15-0124 & Z15-0029 RWD File 15/06**

In response to City of Kelowna request for comment the following is a summary of Rutland Waterworks District requirements:

1. Capital Expenditure Charges:

Two Multi Family units @ 2,200.00 =	\$4,400.00
Credit one previously existing SFD @	- <u>2,700.00</u>

<b>Capital Expenditure Charges Payable</b>	<b><u>\$1,700.00</u></b>
--	--------------------------

Please pay by separate cheque, noting file # 15/06/CEC

2. Additional Costs:

Two 19 mm Positive Displacement Water Meter @ 283.10 =	\$ 566.20
Credit one 19 mm Water Meter (Must be returned to District) 283.10	- <u>283.10</u>
	<u>\$ 283.10</u>

Two new 1" services and abandon existing service	<u>2,200.00</u>
--	-----------------

<b>Additional Costs Payable</b> (please note File 15/06 AC on Cheque)	<b><u>\$2483.10</u></b>
---	-------------------------

<b>TOTAL COSTS PAYABLE</b>	<b><u>\$4183.10</u></b>
----------------------------	-------------------------

....2



June 9, 2015  
Alf Wiens  
W-Ten Development Ltd  
Page 2

These fees are estimates and any refund/invoice will be determined at completion of development.

Should you have any questions or require further information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pete Preston', written over the word 'Sincerely,'.

Pete Preston  
General Manager

PP/clp

**CITY OF KELOWNA**  
**BYLAW NO. 11126**  
**Z15-0029 - W-Ten Development Ltd., Inc. No. BC0720702**  
**1285 Graham Road**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 78, Section 22, Township 26, ODYD, Plan 19162 located on Graham Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# REPORT TO COUNCIL



**Date:** August 10, 2015

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (LB)

**Application:** Z15-0020

**Owner:** Francesco Guarini

**Address:** 1457 Highway 33 East

**Applicant:** Francesco Guarini

**Subject:** Rezoning Application

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

**Existing Zone:** A1 - Agriculture 1

**Proposed Zone:** RU6 - Two Dwelling Housing

---

## 1.0 Recommendation

THAT Rezoning Application No. Z15-0020 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, Section 13, Township 26, ODYD, Plan 23518 Except Plan KAP86904, located at 1457 Highway 33 East, Kelowna, BC from the A1 - Agriculture 1 zone to the RU6 - Two Dwelling Housing zone be considered by Council;

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

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the requirements of the Black Mountain Irrigation District being completed to their satisfaction;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction.

## 2.0 Purpose

To consider rezoning the subject property to facilitate the development of a second dwelling.

## 3.0 Community Planning

Community Planning Staff supports the request to rezone the subject property from the A1 - Agriculture 1 zone to the RU6 - Two Dwelling Housing zone. The applicant intends to construct a second single detached house in the northwest portion of the property. The existing single detached house is to be retained, and its location accommodates the development of a second

single detached house under provisions of the RU6 zone. The lot dimensions meet the requirements for two dwelling housing and the conceptual site plan provided by the applicant meets the requirements of the Zoning Bylaw.

The property is within a small development of residential lots south of Highway 33 East that, although currently zoned A1, has a Future Land Use designation of S2RES - Single / Two Unit Residential in the Official Community Plan. The RU6 zone complies with the Future Land Use designation and would allow for some additional density on this large property.

Pursuant to Section 52 of the *Transportation Act*, the Ministry of Transportation and Infrastructure has granted preliminary approval of the rezoning request subject to no direct access being provided to Highway 33. The conceptual site plan shows the existing driveway access along Traut Road being used for the second house and no new access is proposed.

Should Council choose to support this rezoning application, the applicant will submit a Development Permit application to consider the form and character of the second dwelling. As per Schedule 3 of the City of Kelowna Development Application Procedures Bylaw No. 10540, the authority to approve and issue this Development Permit is delegated to the Community Planning Department Manager. Issuance of an approved Development Permit is required prior to issuance of any Building Permits for this development.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by individually contacting neighbouring properties within 50 m. No major concerns were identified during this consultation. At the time of writing, Staff has not been contacted with any questions or concerns about the application.

## 4.0 Proposal

### 4.1 Site Context

The subject property is located on the southeast corner of the intersection of Highway 33 East and Traut Road in the City's Belgo - Black Mountain Sector. The property is designated S2RES - Single / Two Unit Residential in the Official Community Plan and is within the Permanent Growth Boundary. The surrounding area is characterized by single dwelling housing development and agricultural land.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU2 - Medium Lot Housing	Single dwelling housing
East	A1 - Agriculture 1	Single dwelling housing
South	A1 - Agriculture 1	Single dwelling housing
West	A1 - Agriculture 1	Agriculture



**Subject Property Map: 1457 Highway 33 East****4.2 Zoning Analysis Table**

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Minimum Lot Area	800 m <sup>2</sup>	1,225 m <sup>2</sup>
Minimum Lot Width	20.0 m	33.8 m
Minimum Lot Depth	30.0 m	44.6 m

**5.0 Current Development Policies****5.1 Kelowna Official Community Plan (OCP)****Development Process**

**Complete Communities.**<sup>1</sup> Support the development of complete communities with a minimum intensity of approximately 35-40 people and / or jobs per hectare to support basic transit service - a bus every 30 minutes.

**6.0 Technical Comments****6.1 Building & Permitting Department**

- No comments.

**6.2 Development Engineering Department**

- See attached memorandum, dated May 15, 2015.

**6.3 Black Mountain Irrigation District**

- See attached letter, dated June 5, 2015.

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.4 (Development Process Chapter).

6.4 Ministry of Transportation and Infrastructure

- Preliminary approval is granted for the rezoning for one year subject to the condition of no direct access to Highway 33.

7.0 Application Chronology

Date of Application Received: April 30, 2015

Date Public Consultation Completed: July 10, 2015

Report prepared by:

---

Laura Bentley, Planner

Reviewed by:

☐

Lindsey Ganczar, Planning Supervisor

Approved for Inclusion:

☐

Ryan Smith, Community Planning Department Manager

Attachments:

Subject Property Map

Development Engineering Memorandum

Black Mountain Irrigation District Letter

Conceptual Site Plan



---

## CITY OF KELOWNA

### MEMORANDUM

---

**Date:** May 15, 2015  
**File No.:** Z15-0020  
**To:** Urban Planning (LB)  
**From:** Development Engineer Manager (SM)  
**Subject:** 1457 Hwy 33 E – Lot 2, Plan 23578, Sec. 13, Twp. 26, ODYD

---

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

1. Subdivision

- a) Provide easements as required

2. Geotechnical Study.

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

3. Domestic water and fire protection.

- a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs are to be paid directly to the BMID. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements.
- b) Current City policies require two (2) water services for the proposed RU-6 lot

4. Sanitary Sewer.

The subject property is serviced by the Municipal wastewater service. The Specified Area debt repayment expired several years ago, this application does not trigger any Specified Area charges.

.../2



5. Power and Telecommunication Services.

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

6. Road improvements.

Traut Road must be upgraded to a full urban standard (SS-R3) including sidewalk, curb and gutter, piped storm drainage system, fillet pavement, boulevard grading street lights, and adjustment and/or re-location of existing utility appurtenances, if required, to accommodate this construction. The cost of this frontage upgrade is estimated at \$15,400.00 and is inclusive of a bonding escalation.

7. Engineering.

Design, construction, supervision and inspection of all off-site civil works and site servicing must be performed by a consulting civil Engineer and all such work is subject to the approval of the city engineer.

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 subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.../3

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.

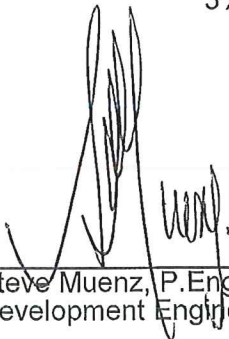
10. Bonding and Levies Summary.a) Performance security

Traut Road frontage upgrade **\$15,400.00**

Note that the applicant is not required to do the construction. The construction can be deferred and the City will initiate the work later at its own construction schedule, the cost would be reduced to **\$13,330.00** and the 3% Engineering & Admin. fee would be waived.

b) levies

3% Engineering & Admin. fee **\$393.55** (\$367.80+25.75 GST)



---

Steve Muenz, P.Eng.  
Development Engineering Manager

B<sup>2</sup>



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

BMID File No. 2015-01

June 5, 2015

City of Kelowna  
Planning Department  
1435 Water St  
Kelowna, BC V1Y 1J4

Attention: Laura Bentley (via email to [planninginfo@kelowna.ca](mailto:planninginfo@kelowna.ca))

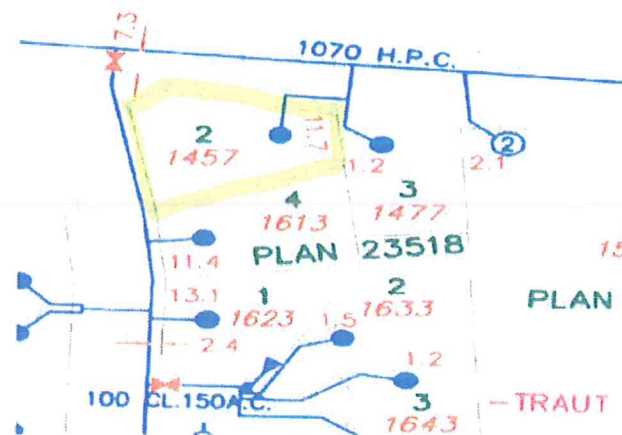
Dear Laura:

RE: City File: Z15-0020  
Water Service Requirements  
Second Dwelling on Lot 2, Plan 23518, Except PI 86904  
1457 Highway 33 East

This letter sets out our requirements for water supply related to the proposed addition of a second residence on Lot 2, Plan 23518, known as 1457 Hwy 33 E.

**Present Water Services:**

The existing water supply to the subject property is through a single 19mm domestic service in the location shown on the map below.



Lot 2, Pl 23518, Exc 86904  
1457 Hwy 33 E – 2<sup>nd</sup> Dwelling  
June 5, 2015

---

## SUMMARY OF REQUIREMENTS AND CHARGES

For construction of a second dwelling on the property, each residence must have a separate water service and meter. In this case, a new service is required to be installed to service the second dwelling. This work is to be done by BMID. Costs for the new service install will be invoiced after the work has been completed and will be based on actual costs for labour, materials and equipment. Please note that the owner is responsible to install the water service line from the property line to the building.

The connection fee is **\$300.00** for a standard 19mm single family residential unit as prescribed in BMID's Bylaw No. 667.

Corix Utilities is contracted for the supply and installation of domestic water meters within BMID. The cost of a new domestic meter is \$435.00; with BMID requiring meters for both houses this totals **\$870.00 (2 @ \$435)**.

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

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

Please review this information and call us if you have questions. Additional information on the development process can be found at our website at [www.bmid.ca](http://www.bmid.ca).

Yours truly,  
**Black Mountain Irrigation District**



Dawn Williams  
Administrator

cc: Owner: Francesco Guarini, 1457 Highway 33 E, Kelowna, BC V1P 1E6





**CITY OF KELOWNA**  
**BYLAW NO. 11129**  
**Z15-0020 - Francesco Guarini**  
**1457 Highway 33 East**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 2, Section 13, Township 26, ODYD, Plan 23518 Except Plan KAP 86904 located on Highway 33 East, Kelowna, B.C., from the A1 - Agriculture 1 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

**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 8<sup>th</sup> day of December, 2014.

Considered at a Public Hearing on the 13<sup>th</sup> day of January, 2015.

Read a second and third time by the Municipal Council this 13<sup>th</sup> day of January, 2015.

Approved under the Transportation Act this 15<sup>th</sup> day of January, 20145.

Audrie Henry  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# CITY OF KELOWNA

## BYLAW NO. 11056

### Official Community Plan Amendment No. OCP15 - 0002 Shared Gardens Amendments to Official Community Plan Bylaw No. 10500

---

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 **Chapter 5 - Development Process**, Objective 5.2 Develop sustainability be amended by adding in its appropriate location the following new Policy .5 with the Economic Sustainability, Social Sustainability, Environmental Sustainability and Cultural Sustainability icons that reads:

"Policy .5     **Integrated Land Use.** Integrate land use approaches wherever possible to improve opportunities for biodiversity, ecosystem connectivity, recreation, agriculture and local food production, while reducing conflicts."

2. AND THAT **Chapter 5 - Development Process**, Objective 5.13 Develop process be amended by adding in its appropriate location the following new Policy .13 with the Economic Sustainability, Social Sustainability, Environmental Sustainability and Cultural Sustainability icons that reads:

"Policy .4     **Multi-Residential Shared Garden.** Encourage new development to include contiguous space intended for garden space for residents."

3. AND THAT **Chapter 14 - Urban Design DP Guidelines**, 10.0 Decks, balconies, rooftops, and common outdoor amenity space be amended by adding a new 10.5 as follows:

"10.5 Multi-Residential Shared Garden plots should:

- Take inspiration from the site's architecture and landscape treatments for design and layout.
- Be located to maximize sunlight access.
- Incorporate enhanced universal accessibility features on some plots.
- Ensure landscape installation standards including growing medium depth and quality meet the requirements of the BC Landscape Standard (Latest Edition) and/or the Master Municipal Construction Document (Year 2000 Gold Edition)."



4. AND THAT **Chapter 17 - Definitions**, be amended by adding a new section F with a new definition for **Food Security** as follows:

**“FOOD SECURITY**

All community residents have access to sufficient, safe, healthy and culturally acceptable foods produced in a manner that promotes health, protects the environment and adds economic and social value to communities.”

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

Read a first time by the Municipal Council this 1<sup>st</sup> day of June, 2015.

Considered at a Public Hearing on the 16<sup>th</sup> day of June, 2015.

Read a second and third time by the Municipal Council this 16<sup>th</sup> day of June, 2015.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 11096**  
**TA15-0001 - Amendments to Include Multi-Residential Shared  
and Community Gardens**

---

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, **Section 2 - Interpretation** be amended by adding the following new definitions in their appropriate location:

**"COMMUNITY GARDEN** means the recreational growing of plants, on a publically or privately owned parcel, and does not include the growing and subsequent sale of produce for commercial purposes. This use is limited to production activities which are not deemed to be noxious or offensive to adjacent properties or the general public. This definition does not include the keeping of poultry and/or livestock.

**MULTI-RESIDENTIAL SHARED GARDEN** means a portion of a parcel, shared with a multi-residential dwelling that is used for the recreational growing of plants for food and/or pleasure for the residents of the multi-residential dwelling. It does not include the growing and sale of produce for commercial purposes."

2. AND THAT **Section 9 - Specific Use Regulations** be amended by adding the following new sub-sections as follows in their appropriate location:

**"9.11 Multi-Residential Shared Garden**

- 9.11.1 A **Multi-residential shared garden** must be solely for the use of the residents on the parcel. **Multi-residential shared gardens** shall:

- (a) be screened from adjacent **streets** and/or parking area by **landscaping**;
- (b) be integrated into the overall **landscape** design;
- (c) be located on a parcel where exposure to sunlight is optimal;
- (d) have no outdoor storage of equipment and materials related to the **multi-residential shared garden** kept on the parcel;
- (e) not have equipment, building or structures of any sort within 3m of a property line flanking a street;
- (f) an **accessory building or structure** may be constructed to support a **multi-residential shared garden** which may be no larger than 30m<sup>2</sup>;
- (g) have an easily accessible water source;
- (h) not block emergency routes or access;
- (i) follow the City of Kelowna's Pesticide Use Regulation Bylaw No. 9920;
- (j) not take up a designated vehicle parking or loading spaces; and
- (k) provide an onsite location for odour-free organic waste disposal or transport organic waste to a suitable disposal facility.

- 9.11.2 **Multi- residential Shared Gardens** shall provide a minimum of one garden plot that is universally accessible, a minimum of 0.75m high and located closest to the principal building and/or **multi-residential shared garden** entrance.

## 9.12 Community Garden

9.12.1 In order to be permitted on a parcel a **Community Garden** shall:

- (a) conform to the applicable zoning requirements for **accessory buildings or structures**, or **greenhouse** when accommodating these structures in conjunction with a **community garden**;
- (b) be delineated from adjacent **streets** and/or parking areas by **landscaping**;
- (c) have no or materials related to the **community garden** stored outside on the parcel;
- (d) not have any equipment, building or structures of any sort within 3m of an adjacent street;
- (e) have an easily accessible water source;
- (f) follow the City of Kelowna's Pesticide Use Regulation Bylaw No. 9920;
- (g) provide an onsite location for odour-free organic waste disposal or transport organic waste to a suitable disposal facility;
- (h) not take up designated vehicle parking or loading spaces; and
- (i) be limited to one **freestanding sign** or a fence mounted **sign** that is a maximum of 2.0m high and a maximum of 3.0m<sup>2</sup> sign area that displays the name of the **community garden**."

3. AND THAT Section 12 - Rural Residential Zones be amended by:

- a) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 12.1.2 Principal Uses** and renumber subsequent subparagraphs;
- b) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 12.2.2 Principal Uses** and renumber subsequent subparagraphs;
- c) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 12.3.2 Principal Uses** and renumber subsequent subparagraphs.

4. AND THAT Section 13 - Urban Residential Zones be amended by:

- a) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.1.2 Principal Uses** and renumber subsequent subparagraphs;
- b) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.2.2 Principal Uses** and renumber subsequent subparagraphs;
- c) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.3.2 Principal Uses** and renumber subsequent subparagraphs;
- d) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.4.2 Principal Uses** and renumber subsequent subparagraphs;
- e) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.5.2 Principal Uses** and renumber subsequent subparagraphs;
- f) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.6.2 Principal Uses** and renumber subsequent subparagraphs;
- g) adding "**Community Garden**" as a **Principal Use**, it is appropriate location in **Sub-Section 13.7.2 Principal Uses** and renumber subsequent subparagraphs;

- h) adding **"Community Garden"** as a **Principal Use**, it is appropriate location in **Sub Section 13.8.2 Principal Uses** and renumber subsequent subparagraphs;
- i) adding **"Multi-Residential Shared Gardens"** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.8.3 Secondary Uses** and renumber subsequent subparagraphs;
- j) adding to **Sub-Section 13.8.6 Development Regulations**, a new sub-paragraphs (i) and (j) that reads:
  - "(i) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a multi-residential shared garden on the same parcel.
  - (j) For multiple dwelling housing, congregate housing or group home, major developments 10% of the private open space requirement per unit may be transferred to a multi-residential shared garden located on the same parcel."
- k) adding **"Community Garden"** as a **Principal Use**, it is appropriate location in **Sub Section 13.9.2 Principal Uses** and renumber subsequent subparagraphs;
- l) adding **"Multi-Residential Shared Gardens"** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.9.3 Secondary Uses** and renumber subsequent subparagraphs;
- m) adding to **Sub-Section 13.9.6 Development Regulations**, a new sub-paragraphs (h) and (i) that reads:
  - "(h) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a multi-residential shared garden on the same parcel.
  - (i) For multiple dwelling housing, congregate housing or group home, major developments 10% of the private open space requirement per unit may be transferred to a multi-residential shared garden located on the same parcel."
- n) adding **"Community Garden"** as a **Principal Use**, it is appropriate location in **Sub Section 13.10.2 Principal Uses** and renumber subsequent subparagraphs;
- o) adding **"Multi-Residential Shared Gardens"** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.10.3 Secondary Uses** and renumber subsequent subparagraphs;
- p) adding to **Sub-Section 13.10.6 Development Regulations**, a new sub-paragraphs (h) and (i) that reads:
  - "(h) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a multi-residential shared garden on the same parcel.
  - (i) For multiple dwelling housing, congregate housing or group home, major developments 10% of the private open space requirement per



unit may be transferred to a **multi-residential shared garden** located on the same parcel.”

- q) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.11.2 Principal Uses** and renumber subsequent subparagraphs;
- r) adding **“Multi-Residential Shared Gardens”** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.11.3 Secondary Uses** and renumber subsequent subparagraphs;
- s) adding to **Sub-Section 13.11.6 Development Regulations**, a new sub-paragraphs (g) and (h) that reads:
  - “(g) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a **multi-residential shared garden** on the same parcel.
  - (h) For multiple dwelling housing, congregate housing or group home, major developments 10% of the **private open space** requirement per unit may be transferred to a **multi-residential shared garden** located on the same parcel.”
- t) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.12.2 Principal Uses** and renumber subsequent subparagraphs;
- u) adding **“Multi-Residential Shared Gardens”** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.12.3 Secondary Uses** and renumber subsequent subparagraphs;
- v) adding to **Sub-Section 13.12.6 Development Regulations**, a new sub-paragraphs (g) and (h) that reads:
  - “(g) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a **multi-residential shared garden** on the same parcel.
  - (h) For multiple dwelling housing, congregate housing or group home, major developments 10% of the **private open space** requirement per unit may be transferred to a **multi-residential shared garden** located on the same parcel.”
- w) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.13.2 Principal Uses** and renumber subsequent subparagraphs;
- x) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.14.3 Principal Uses** and renumber subsequent subparagraphs;
- y) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.15.3 Principal Uses** and renumber subsequent subparagraphs; and
- z) adding **“Community Garden”** as a **Principal Use**, it is appropriate location in **Sub Section 13.16.3 Principal Uses** and renumber subsequent subparagraphs;
- aa) adding **“Multi-Residential Shared Gardens”** as a **Secondary Use**, it is appropriate location in **Sub-Section 13.16.4 Secondary Uses** and renumber subsequent subparagraphs;

bb) adding to **Sub-Section 13.16.7 Development Regulations**, a new sub-paragraphs (c) and (d) that reads:

- “(c) For multiple dwelling housing, congregate housing, group home, major or supportive housing, major developments up to 1.0m of required rear yard landscaping buffer may be transferred to a multi-residential shared garden on the same parcel.
- (d) For multiple dwelling housing, congregate housing or group home, major developments 10% of the private open space requirement per unit may be transferred to a multi-residential shared garden located on the same parcel.”

5. AND THAT **Section 14 - Commercial Zones** be amended by:

- a) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.1.2 Principal Uses** and renumber subsequent subparagraphs;
- b) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.2.2 Principal Uses** and renumber subsequent subparagraphs;
- c) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.3.2 Principal Uses** and renumber subsequent subparagraphs;
- d) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.4.2 Principal Uses** and renumber subsequent subparagraphs;
- e) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.5.2 Principal Uses** and renumber subsequent subparagraphs;
- f) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.6.2 Principal Uses** and renumber subsequent subparagraphs;
- g) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.7.2 Principal Uses** and renumber subsequent subparagraphs;
- h) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.8.2 Principal Uses** and renumber subsequent subparagraphs;
- i) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.9.2 Principal Uses** and renumber subsequent subparagraphs; and
- j) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 14.10.2 Principal Uses** and renumber subsequent subparagraphs.

6. AND THAT **Section 16 - Public & Institutional Zones** be amended by:

- a) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 16.1.2 Principal Uses** and renumber subsequent subparagraphs;
- b) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 16.2.2 Principal Uses** and renumber subsequent subparagraphs;
- c) adding “**Community Garden**” as a **Principal Use**, it is appropriate location in **Sub Section 16.3.2 Principal Uses** and renumber subsequent subparagraphs;

- d) adding "Community Garden" as a **Principal Use**, it is appropriate location in **Sub Section 16.4.2 Principal Uses** and renumber subsequent subparagraphs;
- e) adding "Community Garden" as a **Principal Use**, it is appropriate location in **Sub Section 16.5.2 Principal Uses** and renumber subsequent subparagraphs;
- f) adding "Community Garden" as a **Principal Use**, it is appropriate location in **Sub Section 16.6.2 Principal Uses** and renumber subsequent subparagraphs;
- g) adding "Community Garden" as a **Principal Use**, it is appropriate location in **Sub Section 16.7.2 Principal Uses** and renumber subsequent subparagraphs;
- h) adding "Community Garden" as a **Principal Use**, it is appropriate location in **Sub Section 16.8.2 Principal Uses** and renumber subsequent subparagraphs;

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

Read a first time by the Municipal Council this 1<sup>st</sup> day of June, 2015.

Considered at a Public Hearing on the 16<sup>th</sup> day of June, 2015.

Read a second and third time by the Municipal Council this 16<sup>th</sup> day of June, 2015.

Approved under the Transportation Act this 15<sup>th</sup> day of July, 2015.

Audrie Henry  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# CITY OF KELOWNA

## BYLAW NO. 11069

### Discharge of a Portion of Land Use Contract LUC76-1114 - (M46624) 1655 Leckie Road

---

WHEREAS a land use (the "Land Use Contract") is registered at the Kamloops Land Title Office under number M46624 against lands in the City of Kelowna particularly known and described as a portion of Lot A, District Lots 125 and 532, ODYD, Plan EPP51237 (the "Lands"), located at 1655 Leckie Road, Kelowna, B.C., as per Map "A" attached to and forming part of this bylaw;

WHEREAS Section 930 of the *Local Government Act* provides that a land use contract that is registered in a Land Title Office may be discharged in the manner specified in the Land Use Contract, by bylaw following a public hearing on the proposed bylaw;

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

1. This Bylaw may be cited for all purposes as "Portion of Land Use Contract LUC76-1114 Discharge Bylaw".
2. The Land Use Contract is hereby cancelled on the portion of land identified on Map "A" and of no further force and effect and the City of Kelowna is hereby authorized and empowered to apply for the discharge of the Land Use Contract from the Lands.

Read a first time by the Municipal Council this 16<sup>th</sup> day of March, 2015.

Considered at a Public Hearing on the 31<sup>st</sup> day of March, 2015.

Read a second and third time by the Municipal Council on the 31<sup>st</sup> day of March, 2015.

Approved under the Transportation Act this 16<sup>th</sup> day of April, 2015.

Blaine Garrison  
(Approving Officer-Ministry of Transportation)

Amended at third reading by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

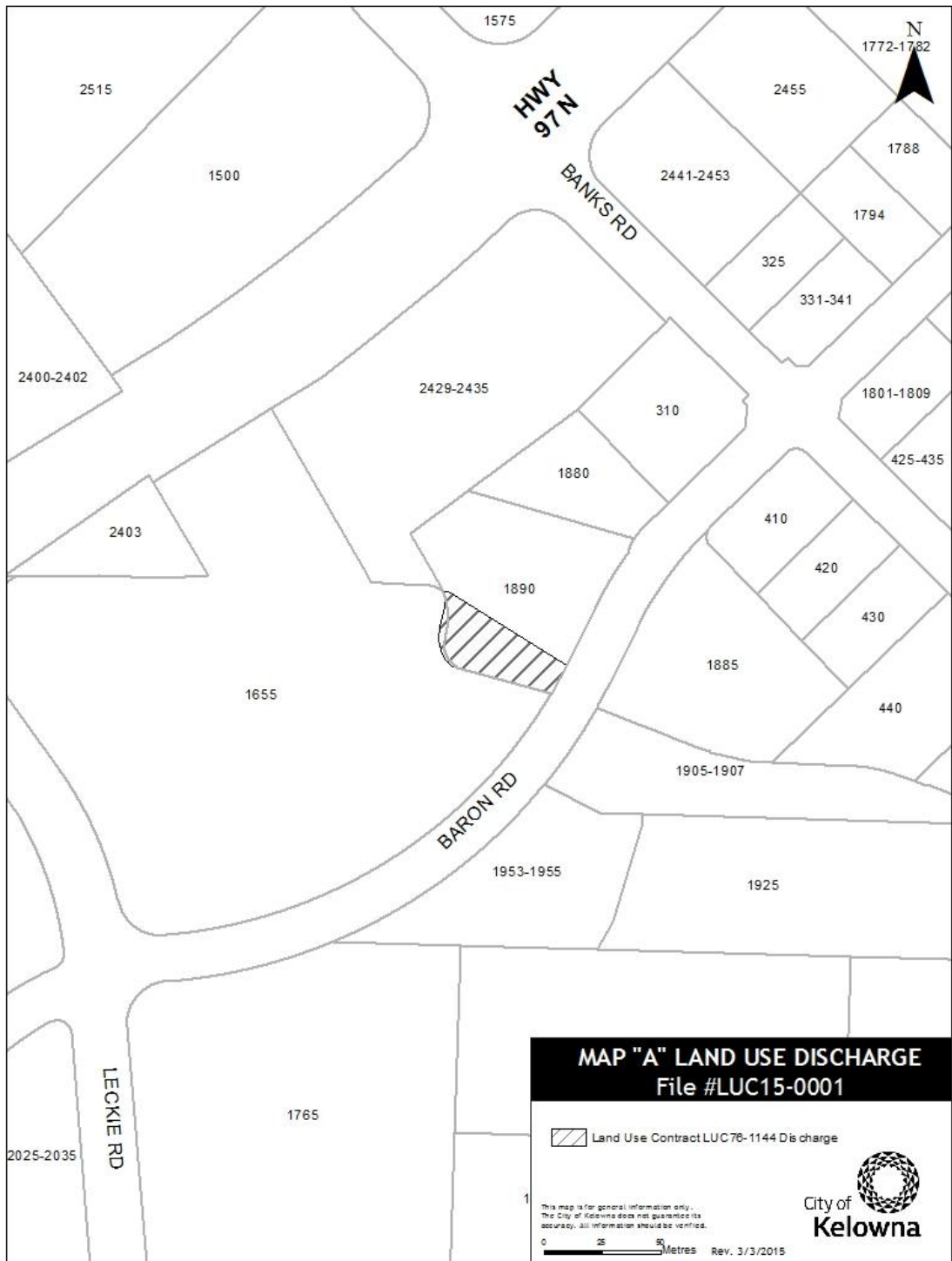
---

Mayor

---

City Clerk





**CITY OF KELOWNA**  
**BYLAW NO. 11104**  
**Z15-0012 - Hyatt Auto Sales Ltd**  
**883 McCurdy Place**

---

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 Strata Lot 25, District Lot 124, ODYD, Strata Plan KAS3323 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form V, located on McCurdy Place, Kelowna, B.C., from the I1 - Business Industrial zone to the I2 - General Industrial 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 15<sup>th</sup> day of June, 2015.

Considered at a Public Hearing on the 30<sup>th</sup> day of June, 2015.

Read a second and third time by the Municipal Council this 30<sup>th</sup> day of June, 2015.

Approved under the Transportation Act 6<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Audri Henry  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# Report to Council



**Date:** August 10, 2015  
**File:** 0165-30  
**To:** City Manager  
**From:** Deputy City Manager  
**Subject:** Quarterly report update  
Report Prepared by: Tom Wilson

---

## **Recommendation:**

THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated August 10, 2015.

## **Purpose:**

To provide Council with an update of the City's activities for the second quarter of 2015.

## **Background:**

The attached PowerPoint presentation provides a brief summary of some key activities undertaken in the last quarter by the corporation.

The content of the presentation continues to evolve and staff welcomes Council's suggestions in ensuring the report is both informative and timely for our community. All contributors and contributing departments are not expected to attend the Council presentation, however if Council has specific questions that require a staff member attend the meeting, it is requested that the City Clerk be advised in advance of the meeting.

## **Internal Circulation:**

Content provided by Divisional Directors  
Deputy City Manager  
Communications Supervisor

## **Considerations not applicable to this report:**

Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:

Existing Policy:  
Financial/Budgetary Considerations:  
Personnel Implications:  
Submitted by:

(insert first initial and last name, position title)

(It is expected that the person submitting and signing the report is the person who will present to Council)

Approved for inclusion:

(the department director initials here)

cc: (please ensure relevant cc's are listed, including departments who provided input, as follow-up correspondence will be circulated to these)

.



# QUARTERLY REPORT

April to June 2015





# AN ACTIVE, INCLUSIVE CITY

- ▶ 44 outdoor event permits
- ▶ 1,700 at Family Fun Day
- ▶ Pianos in the Park
- ▶ Kasugai visitors





# AN ACTIVE, INCLUSIVE CITY



- ▶ 2,375 Bike to Work
- ▶ 3,564 students
- ▶ 59,000 km traveled



# SECOND QUARTER - SPRINGTIME





# A STRONG ECONOMY

- ▶ Library Parkade
- ▶ \$229 M in Building Permits
- ▶ Industrial/residential housing



# A STRONG ECONOMY

- ▶ Expansion plans
- ▶ 778,000 passengers in 2015
- ▶ Daily non-stops to Toronto



#YLW  
@ylwkelowna

# A STRONG ECONOMY

CULTURE

LAST FRI, SAT, SUN IN SEPT

FREE CULTURAL ACTIVITIES

PLAN YOUR WEEKEND

- ▶ artsVest 2015
- ▶ \$306,113 in economic benefits
- ▶ Nearly \$700,000 in two years



# A CLEAN HEALTHY ENVIRONMENT

- ▶ CN Corridor acquisition
- ▶ Ethel Street corridor
- ▶ Community gardens
- ▶ Stuart Park complete



# A WELL RUN CITY

- ▶ 20,665 attended KCT shows
- ▶ Civic Block workshops
- ▶ Final Budget submissions
- ▶ 2016 Capital Plan begins






# A SAFE CITY

- ▶ Contract awarded for Police Services
- ▶ Knox Mountain fire
- ▶ Pedestrian safety at Pandosy/Lawrence
- ▶ School bike safety events



# WELL MANAGED INFRASTRUCTURE

- 
- A photograph of the Queensway transit exchange at night. The station features a modern, curved roof structure with warm interior lighting. A bus is visible at the platform. In the background, there are dark evergreen trees and a mountain range under a twilight sky. A vertical sign on the right reads 'QUEENSWAY EXCHANGE'.
- ▶ Queensway transit exchange
  - ▶ South Pandosy transit exchange
  - ▶ Adams U.V. treatment plant
  - ▶ Pickleball court expansion
  - ▶ KLO resurfacing



WE'RE OPEN



CITY OF KELOWNA



24/7 @ [kelowna.ca](http://kelowna.ca)  
City Hall | Mon. to Fri., 8am-4pm  
250-469-8500

# Report to Council



**Date:** July 13, 2015  
**File:** 0610-50  
**To:** City Manager  
**From:** Jeff Carlisle, Fire Chief  
**Subject:** Text Amendments for Bylaws Number 10760 and 10475  
Report Prepared by: Lou Wilde, Deputy Fire Chief

---

## **Recommendation:**

THAT Council receives, for information, the Report from the Fire Chief dated July 13, 2015 pertaining to text amendments in the Fire and Life Safety Bylaw No. 10760 and Bylaw Notice Enforcement Bylaw No. 10475 for consistency;

AND THAT Council gives reading consideration to Bylaw No. 11116 being Amendment No. 1 to Fire and Life Safety Bylaw No. 10760;

AND FURTHER THAT Council gives reading consideration to Bylaw No. 11117 being Amendment No. 11 to Bylaw Notice Enforcement Bylaw No. 10475.

## **Purpose:**

The purpose of this report is to complete text amendments in the Fire and Life Safety Bylaw No. 10760 and Bylaw Notice Enforcement Bylaw No. 10475 for clarity and consistency.

## **Background:**

The City of Kelowna Fire and Life Safety Bylaw contains the provisions for open air burning in Part Four: Permits. To create consistency with the Regional District of the Central Okanagan Burning Bylaw, a text amendment is required. Open burning permits require compliance with both the air quality venting index and the particulate matter concentration measurements.

Therefore an amendment to Part Four: Open Air Burning 4.5.3.g is required to change the word "or" to "and" so that both indices are applied. The regulation should read:

"open burning is prohibited when the venting index is less than 65 and the particulate matter PM 2.5 concentration (24 hour rolling average) is 15µg/m<sup>3</sup> or greater. Permit holders are required to ensure these conditions on the day they want to burn;"



Indices numbers are available by calling a prerecorded phone number that is identified on burning permits and available on the City website. The prerecorded message states whether or not burning is permitted for the day.

In addition, the Fire and Life Safety Bylaw details the standards for new fire hydrant installation in Part Five: Fire Protection Equipment. Part 5.8 for Fire Hydrants on Private Property stipulates that the owner/occupant must notify the fire department when hydrants are installed and must submit a written report on water flow performance to the fire department. This provision must also apply to the relocation of fire hydrants.

Therefore an amendment to Part Five: Fire Protection Equipment is required to include the words "or relocated" in the following two sections as follows:

a) Section 5.8.5.c:

"Provide the Fire Chief or designate with a written report of the flow test performed on new or relocated fire hydrants in accordance to NFPA 291 on a form approved by the AHJ. A combination of actual flow and modeling is acceptable."

b) Section 5.9.3:

"Every owner of premises under construction must ensure that the Fire Department is notified of all newly installed or relocated fire hydrants prior to their installation so as to permit testing and approval of all such hydrants."

The final requested text amendment applies to Schedule "A" of the Bylaw Enforcement Bylaw No. 10475 details penalties for bylaw offences including those in the Fire and Life Safety Bylaw.

Under Schedule "A", Part 5: Fire Protection Equipment, item 5.5 reads "No smoke alarm on premise" which should read "No working smoke alarm on premise". This provides clarity that smoke alarms must be functioning/serviceable and not just on the premise.

**Internal Circulation:**

Bylaw Department  
Office of the City Clerk

**Considerations not applicable to this report:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Financial/Budgetary Considerations:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

L. Wilde, Deputy Fire Chief

Approved for inclusion:



cc:

Bylaw Department

Office of the City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11116

### Amendment No. 1 to Fire and Life Safety Bylaw No. 10760

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Fire and Life Safety Bylaw No.10760 be amended as follows:

1. **THAT PART FOUR: PERMITS, Section 4.5 Open Air Burning, 4.5.3 (g)** be amended by deleting the word "or" after the words "open burning is prohibited when the venting index is less than" and replacing it with "and";
2. **AND THAT PART FIVE: FIRE PROTECTION EQUIPMENT, 5.8 Fire Hydrants on Private Property, 5.8.5 c)** be amended by adding the words "or relocated" after the words "Provide the Fire Chief or designate with a written report of the flow test performed on new";
3. **AND THAT PART FIVE: FIRE PROTECTION EQUIPMENT, 5.9 Premises Under Construction, 5.9.3** be amended by adding the words "or relocated" after the words "Every owner of premises under construction must ensure that the Fire Department is notified of all newly installed";
4. This bylaw may be cited for all purposes as "Bylaw No. 11116, being Amendment No. 1 to Fire and Life Safety Bylaw No. 10760."
5. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, 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. 11117

### Amendment No. 11 to Bylaw Notice Enforcement Bylaw No. 10475

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw No. 10475 be amended as follows:

1. THAT Schedule A, Fire and Life Safety Bylaw No. 10760, **PART FIVE: FIRE PROTECTION EQUIPMENT**, 5.5 be amended by deleting "No smoke alarm on premise" and replacing it with "No working smoke alarm on premise".
2. This bylaw may be cited for all purposes as "Bylaw No.11117 , being Amendment No. 1 to Bylaw Notice Enforcement Bylaw No. 10475."
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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# Report to Council



**Date:** 8/10/2015

**RIM No.** 1220-02

**To:** City Manager

**From:** Community Planning Department (AC)

**Application:** RTE14-0003

**Owner:** Dickson Avenue Holdings Ltd.

**Address:** 1525 Dickson Ave

**Applicant:** Dickson Avenue Holdings Ltd.

**Subject:** Revitalization Tax Exemption Agreement and Housing Agreement

---

## **Recommendation:**

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Dickson Avenue Holdings Ltd. for Lot A, District Lot 141, ODYD, Plan EPP48886, located at 1525 Dickson Ave, Kelowna, BC, in the form attached to the Report from the Community Planning Department dated July 27, 2015;

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

AND THAT Bylaw No. 11127 authorizing a Housing Agreement between the City of Kelowna and Dickson Avenue Holdings Ltd. which requires the owners to designate 90 purpose built rental units for a period of ten years on Lot A, District Lot 141, ODYD, Plan EPP48886, located at 1525 Dickson Ave, Kelowna, BC, be forwarded for reading consideration.

## **Purpose:**

To enter into a Revitalization Tax Exemption Agreement and a Housing Agreement with Dickson Avenue Holdings Ltd.

## **Background:**

The subject property is designated as MRM - Multiple Unit Residential (Medium - Density) in the OCP and as such the proposed 4 storey 90 unit residential apartment building is in conformance with the OCP.

A Development Permit (DP14-0197) for the project was approved by Council on April 28<sup>th</sup> 2015. The subject property originally contained three duplexes which have since been demolished. Staff considers the redevelopment of this property within the Urban Centre to a

higher and better use as a positive step towards achieving the livability goals established in the 2030 OCP. Aided by the Revitalization Tax Exemption Agreement, the proposed redevelopment of an underutilized property will further support revitalization within this Urban Centre.

For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for up to 10 years) and are in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%. See the latest data available for private apartment vacancy rates as calculated by the Canadian Housing and Mortgage Corporation (CMHC) below:

#### Private Apartment Vacancy Rates (%)

	Apr-13	Oct-13	Apr-14	Oct-14
Bachelor	0.9	2.0	0.9	0.0
1 Bedroom	3.5	1.3	1.5	0.8
2 Bedroom	6.1	2.1	1.7	1.3
3 Bedroom +	6.7	1.7	0.0	0.0
<b>Total</b>	<b>4.9</b>	<b>1.8</b>	<b>1.5</b>	<b>1.0</b>
Source: CMHC				

See the table below to see the estimated DCC revenue and the rental subsidy expenditures. If the 10 year property exemption is approved by Council, then the City will take in approximately \$337,000 in DCC revenue but spend \$533,684 in rental subsidies and replenishing the DCCs through general revenue. This will result in a net cost to the City of \$196,684 and a loss of \$263,000 to the DCC reserve fund.

#### Estimated DCC Revenue and Rental Subsidy Expenditures

Estimated DCC Revenue and Rental Subsidy Expenditures

Building	Number of Eligible Dwellings	Estimated DCC Revenue	Lost DCC Revenue	Recommended Grant	Estimated 10 Year Property Tax Exemption
Micro Suites	44	n/a	- \$263,000 <sup>① ②</sup>	n/a	- \$340,000
Other Units	46	\$337,000		- \$193,684	
Net Total (over 10 years)	90	\$337,000 - \$193,684 - \$340,000 = - \$196,684			

① Approximate estimate of DCCs the City will not be receiving because units are below 29 m<sup>2</sup>.

② Currently, micro-suites that do not pay DCCs are not replenished via general taxation meaning in the long term DCCs either increase for all other projects or planned capital expenditures are reduced.

**Internal Circulation:**

Revenue Manager, Financial Services

**Existing Policy:**

Revitalization Tax Exemption Program Bylaw No. 9561

**Financial/Budgetary Considerations:**

As the project is located within Revitalization Tax Exemption Area for purpose built rental housing it qualifies for a 100% tax exemption. The Tax exemption will be for the 2017-2026 taxation years.

**Considerations not applicable to this report:**

Alternate Recommendation

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Submitted by:

Adam Cseke, Planner

Approved for inclusion:



Ryan Smith, Urban Planning Manager

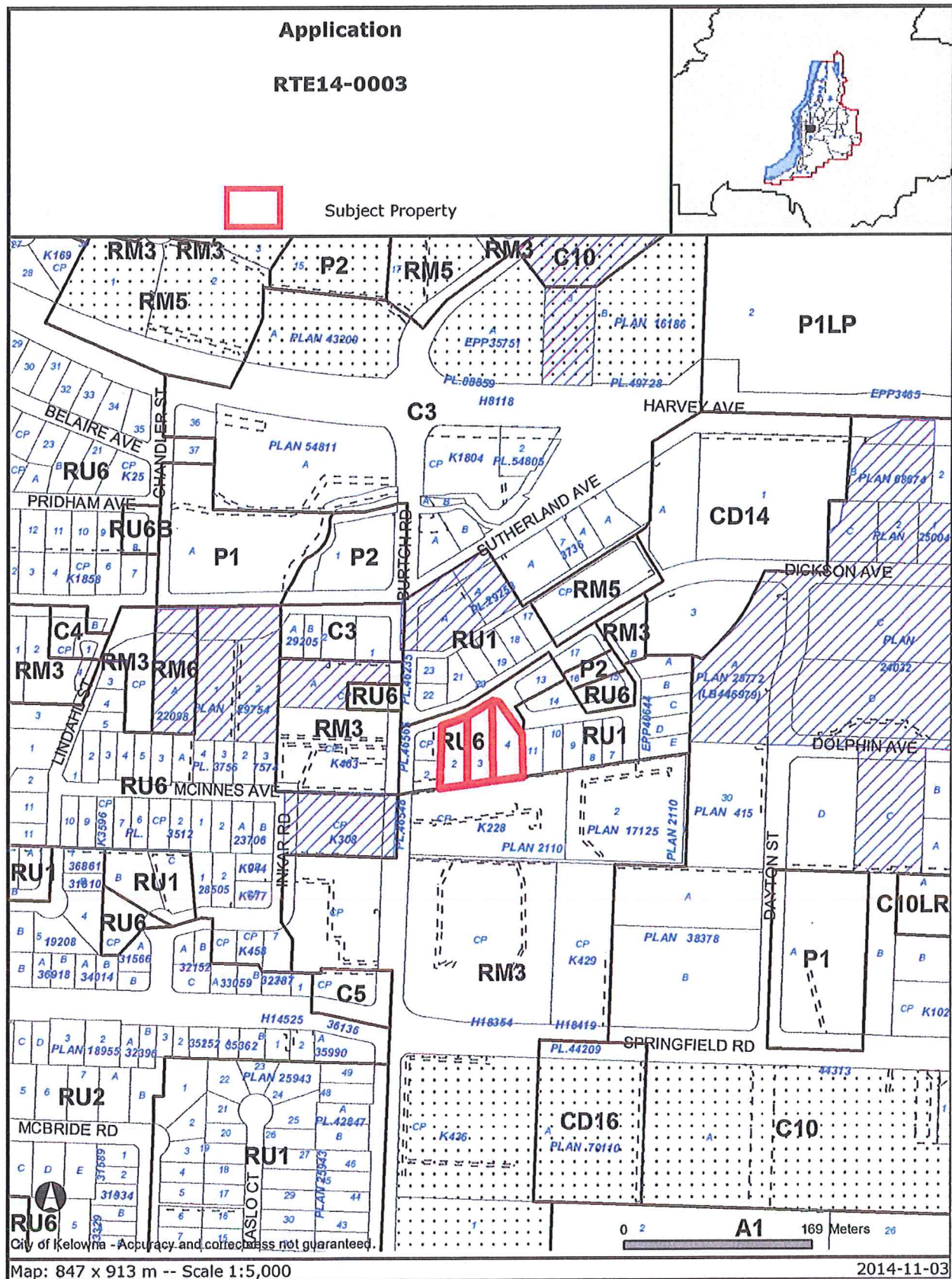
**Attachments:**

Draft Revitalization Tax Exemption Agreement

Draft Purpose-Built Rental Housing Agreement

cc: Lynn Walter, Revenue Manager





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.

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2015 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

As Lot A, District Lot 141, Land District 41, Plan EPP48886

("Land")

And is

**BETWEEN:**

Dickson Avenue Holdings Ltd.  
1700-1631 Dickson Ave  
Kelowna, BC  
V1Y0B5

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the  
*Community*  
*Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 905(1) of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 905 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 905(1) of the *Local Government Act*, as follows:



## ARTICLE 1 INTERPRETATION

### 1.1 Definitions -

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

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny; "Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 7600, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

## 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;
- U) 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) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.



**1.3 Purpose of Agreement** - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) performance of this Agreement by the Owner is a condition, as contemplated by s. 904 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and
- (c) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.1 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 90 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings to be sold independently of each other for a period of ten (10) years from the date of this agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.1 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified purpose-built rental Dwelling Unit(s) are available in accordance with this Agreement.

**ARTICLE 4 GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 905 of the *Local Government Act*;

- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be directed to the Housing Opportunities Reserve Fund.

**4.2 No Effect On Laws or Powers - This Agreement does not**

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

**4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

**4.4 Notice** - Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

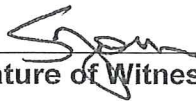
**4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.



- 4.6 **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 **Release** - The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 **Joint Venture** - Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

**SIGNED, SEALED & DELIVERED** in  
the presence of:



Signature of Witness

Shannon Zorn

Print Name

City of Kelowna

1435 Water St, Kelowna, BC

Address

**"OWNER"**

by its authorized signatories:



Harry Issler

Print Name

**SIGNED, SEALED & DELIVERED** in  
the presence of:

Signature of Witness

Print Name

Signature of Witness

Print Name

**CITY OF KELOWNA**

by its authorized signatories:

MAYOR

CITY CLERK



BL 10566, BL 10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":  
SCHEDULE "B"  
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the      of      ,2015.

BETWEEN:

Dickson Avenue Holdings Ltd.  
Inc. No. BC0778937  
PO Box 11140  
2010 - 1055 West Georgia Street  
Vancouver, B.C. V6E 3P3

(the "Owner")

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1525 Dickson Ave Kelowna, Lot A, District Lot 141, Land District 41, Plan EPP48886 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new *[or alter existing improvements]* on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agrees each with the other as follows:

1. The Project - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the

foregoing, the Owner covenants to use its best efforts to ensure that the Project will:

- a) 4-storey Rental Apartment Building on Dickson Avenue.
  - b) Majority of parking as enclosed parkade.
  - c) Development will include up to 44 units of studio style (micro-suites) affordable rental accommodation.
  - d) Development will include up to 46 other units that are not studio style (micro-suites).
2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
  3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
  4. **Revitalization Tax Exemption** - subject to fulfillment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
  5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
    - a) The Owner must obtain a building permit from the City for the Project on or before February 1<sup>st</sup>, 2016;
    - b) The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental accommodation and for no other use, by no later than July 15, 2016;
    - c) The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.

6. Calculation of Calculation of Revitalization Tax Exemption - the amount of the Tax Exemption shall be equal to:
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
7. Term of Tax Exemption - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2017 to 2026, inclusive.
8. Compliance with Laws - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
9. Effect of Stratification - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a) the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b) for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.
10. Cancellation - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a) on the written request of the Owner; or



- b) effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

- 12. No Refund - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
- 13. Notices - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. In case of notice to the City, at:

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

- b. in the case of a notice to the Owner, at:

Dickson Avenue Holdings Ltd.,  
Inc. No. BC0778937  
PO Box 11140  
2010 - 1055 West Georgia Street  
Vancouver BC V6E 3P3

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

- 14. No Assignment - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
- 15. Severance - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.



16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and

- b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.

24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA  
by Its authorized signatories:

\_\_\_\_\_  
Mayor

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

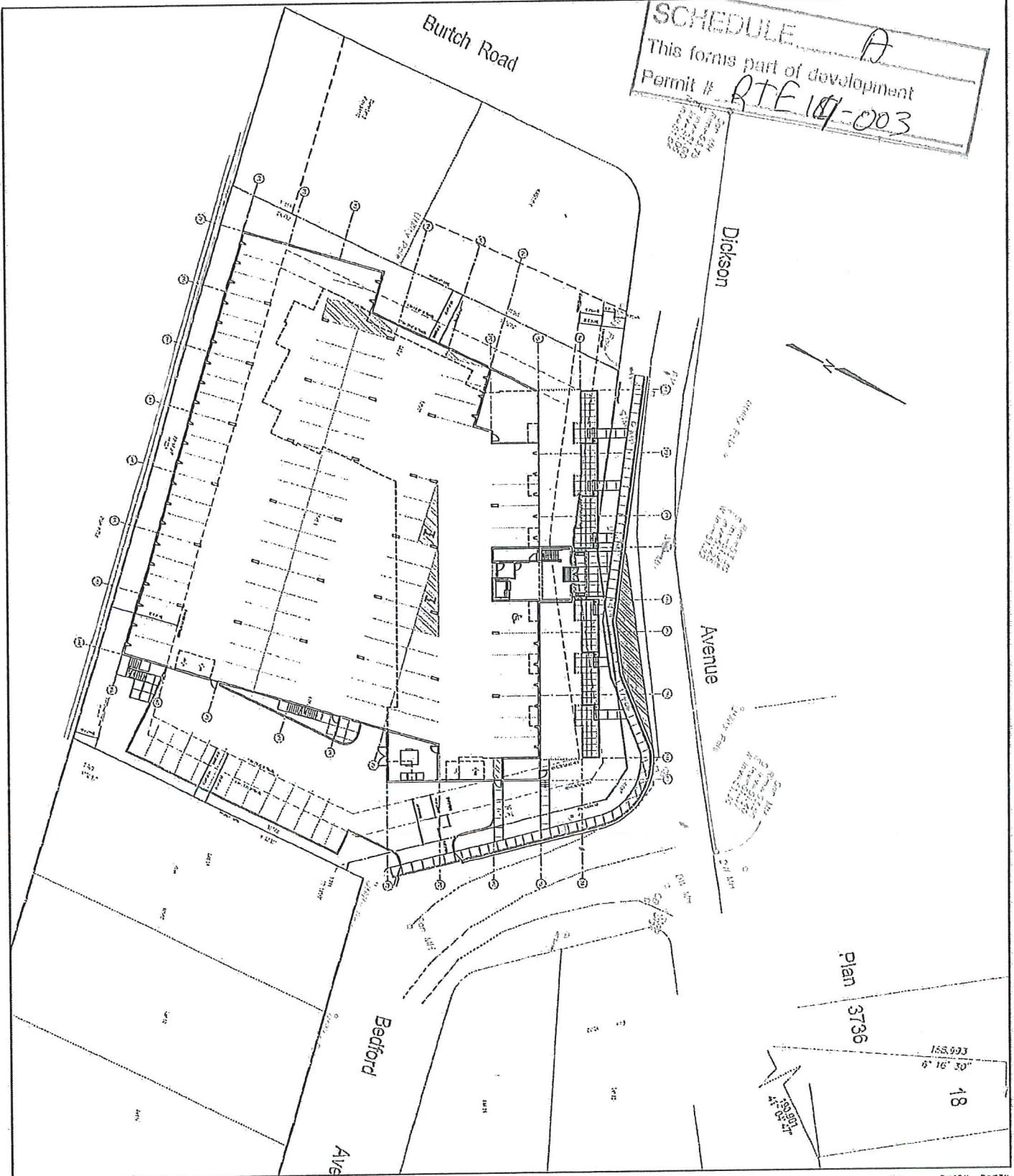
Executed by Dickson Avenue Holdings  
LTD., Inc. No. BC0778937 by its  
Authorized signatories:

  
Name: HARRY ISSLER

\_\_\_\_\_  
Name:

Schedule "A": Plans and Specifications

**SCHEDULE A**  
 This forms part of development  
 Permit # **RTE 104-003**



Plan 3736

18

**m+m**  
 MEIKLEJOHN ARCHITECTS INC.



2014-12-04  
 revised DP

**A2.01F**

**SITE PLAN**

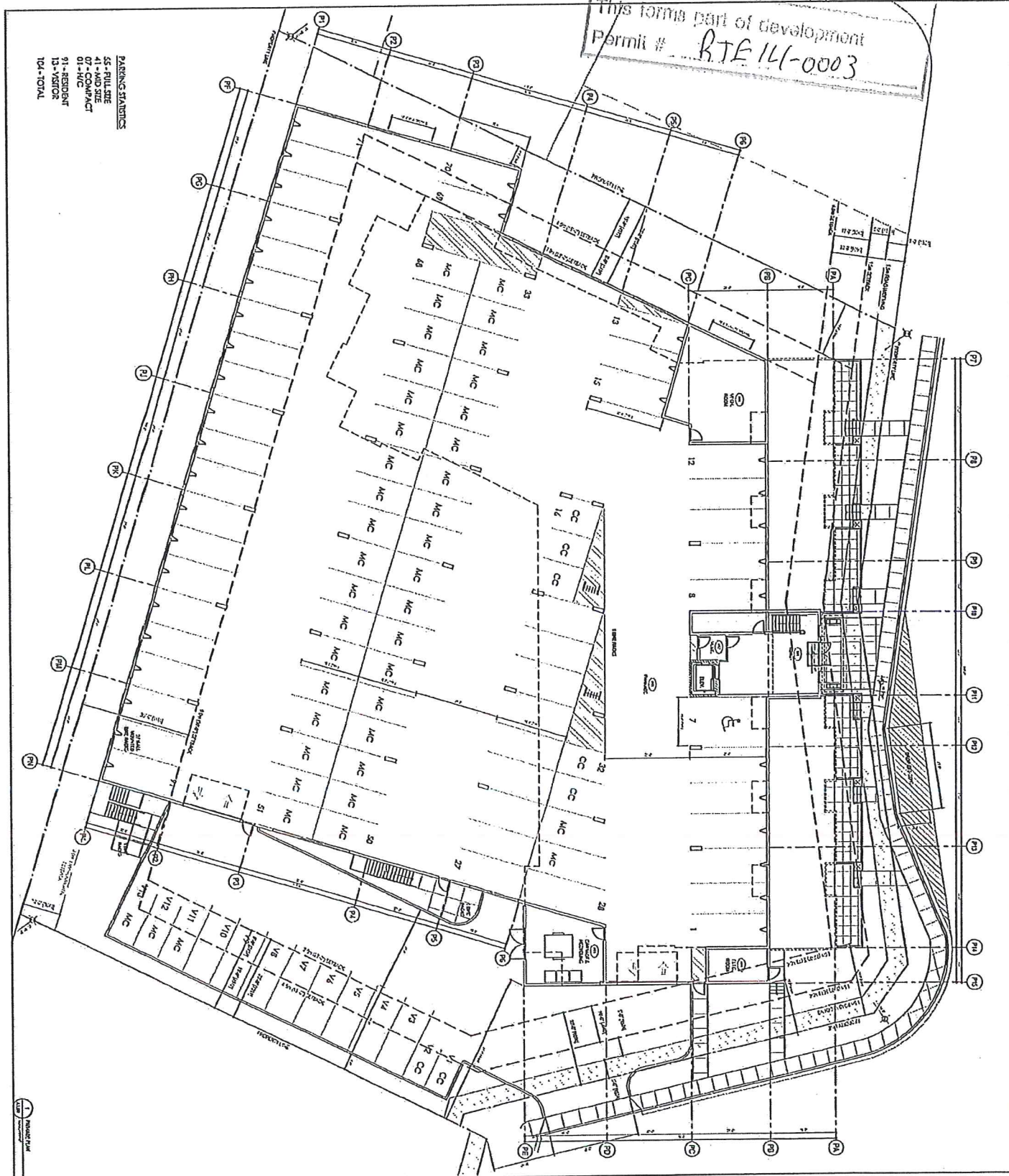
scale: 1/8" = 1'-0"

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/04/14
2	REVISED DP	12/04/14
3	REVISED DP	12/04/14
4	REVISED DP	12/04/14



A

RTE 141-0003



**PARKING STATISTICS**

55 - FULL SIZE
41 - MID SIZE
07 - COMPACT
01 - H/C
91 - RESIDENT
13 - VISITOR
104 - TOTAL

2014-12-04  
revised DP



4-STOREY RENTAL  
DICKSON APT.  
WITH PARKADE

A3.001

## PARKADE PLAN



MEIKLEJOHN ARCHITECTS INC.

201 75 Mount Street  
Portland, ME  
USA 04102  
TEL: 206.757.3143  
E-mail: [info@pennaco.com](mailto:info@pennaco.com)







MEIKLEJOHN ARCHITECTS INC.

2014-12-04  
revised DP

4-STORY RENTAL  
DICKSON APT.  
WITH PARKADE

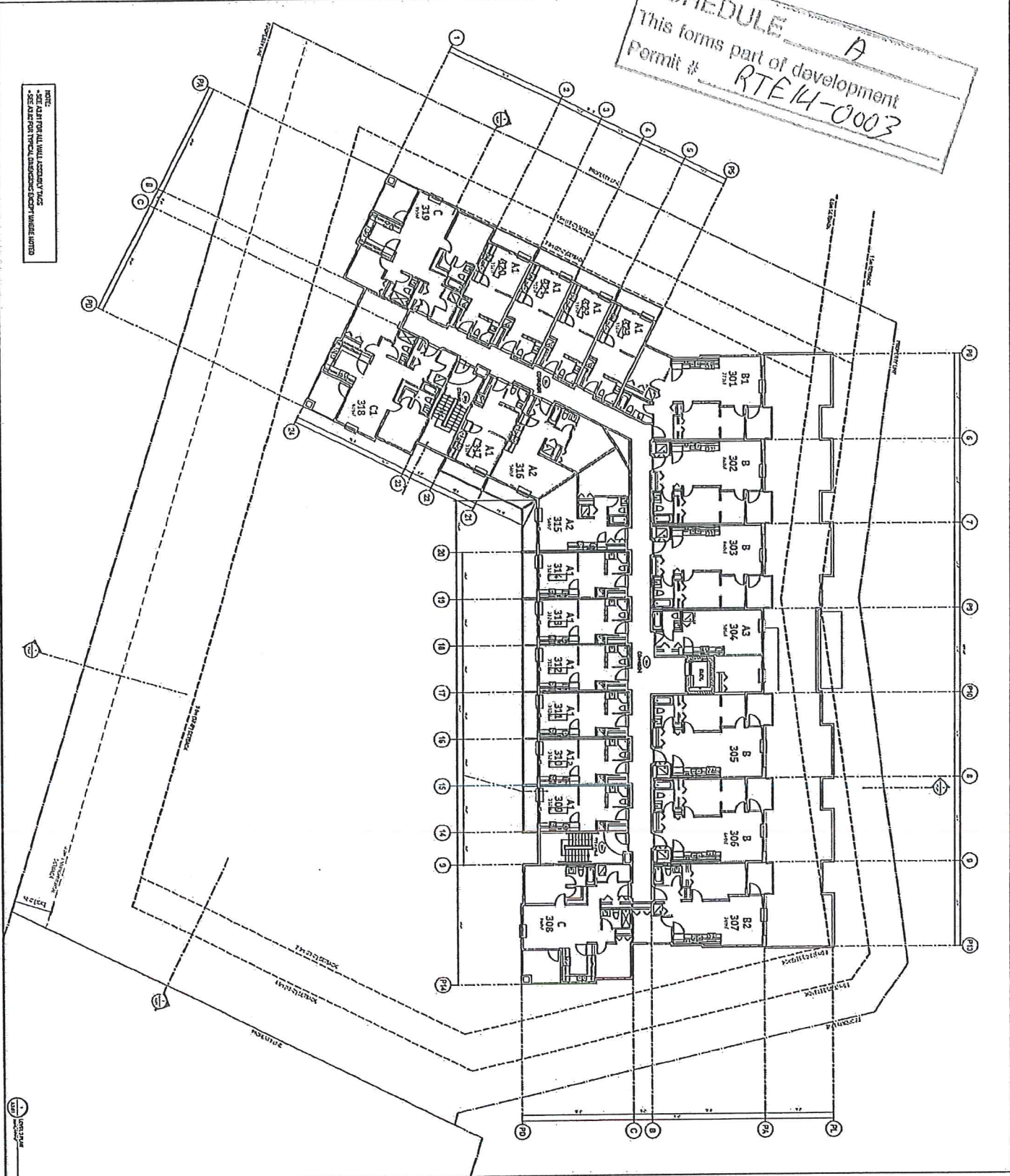
A3.02r

## LEVEL 2 PLAN



**SCHEDULE A**  
This forms part of development  
Permit # **RTE14-0003**

NOTE:  
ALL DIMENSIONS ARE IN FEET AND INCHES  
- SEE ALL NOTES FOR TYPICAL DIMENSIONS AND NOTES



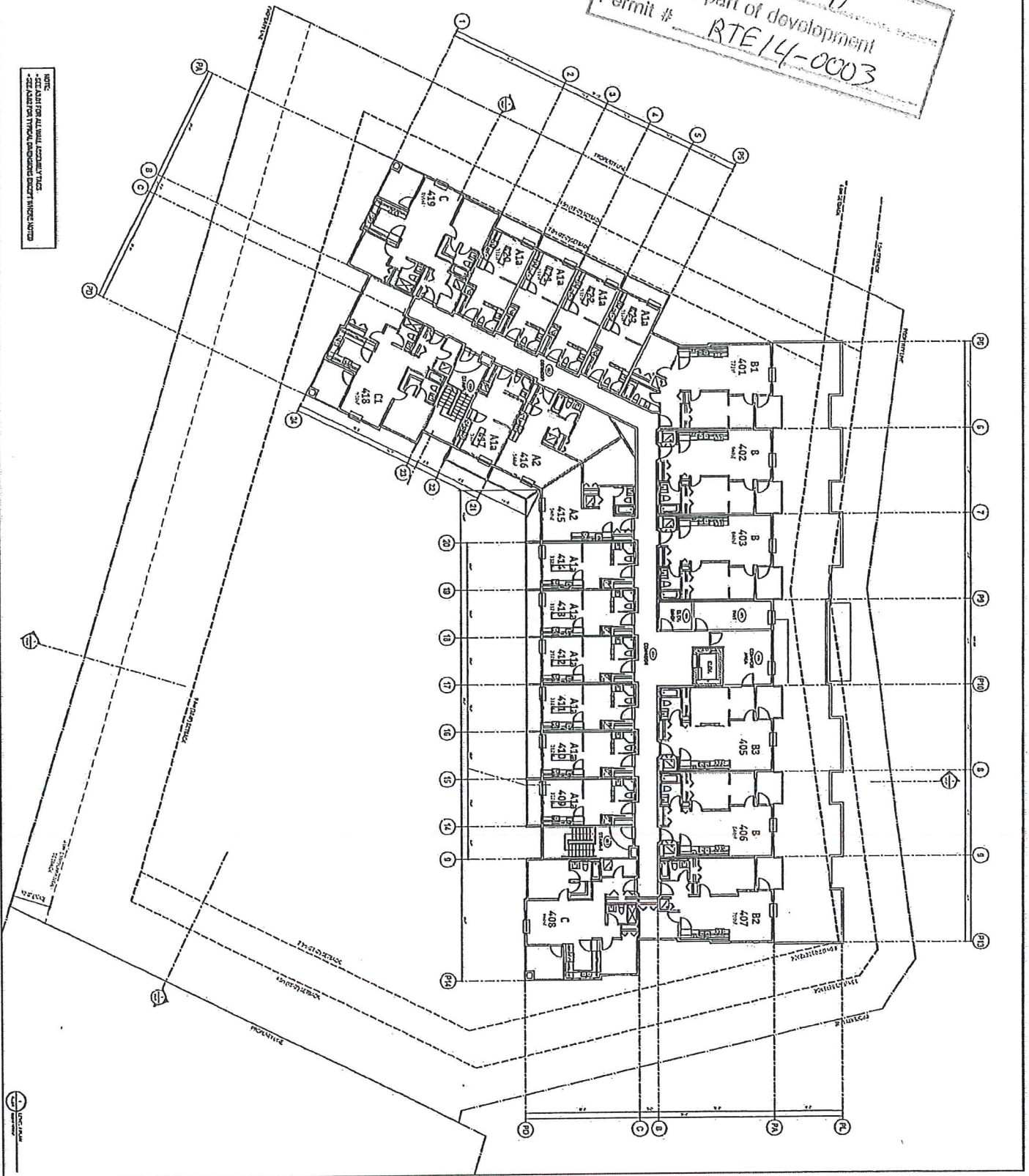
**2014-12-04**  
revised DP

**A3.03r**  
LEVEL 3 PLAN

**MEKLEJOHN ARCHITECTS INC.**

**4-STOREY RETAIL  
DISCOUNT APT.  
WITH PARKADE**

**SCHEDULE A**  
 This forms part of development  
 Permit # **RTE 14-0003**



NOTE:  
 - DIMENSIONS ARE IN METERS  
 - DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE

ENCLOSURE

NO.	DATE	DESCRIPTION
1	2014-12-04	REVISED DP

**A3.04r**  
 LEVEL 4 PLAN

4-STORY RESIDENTIAL  
 DISCOUNT UNIT  
 WITH PARKING



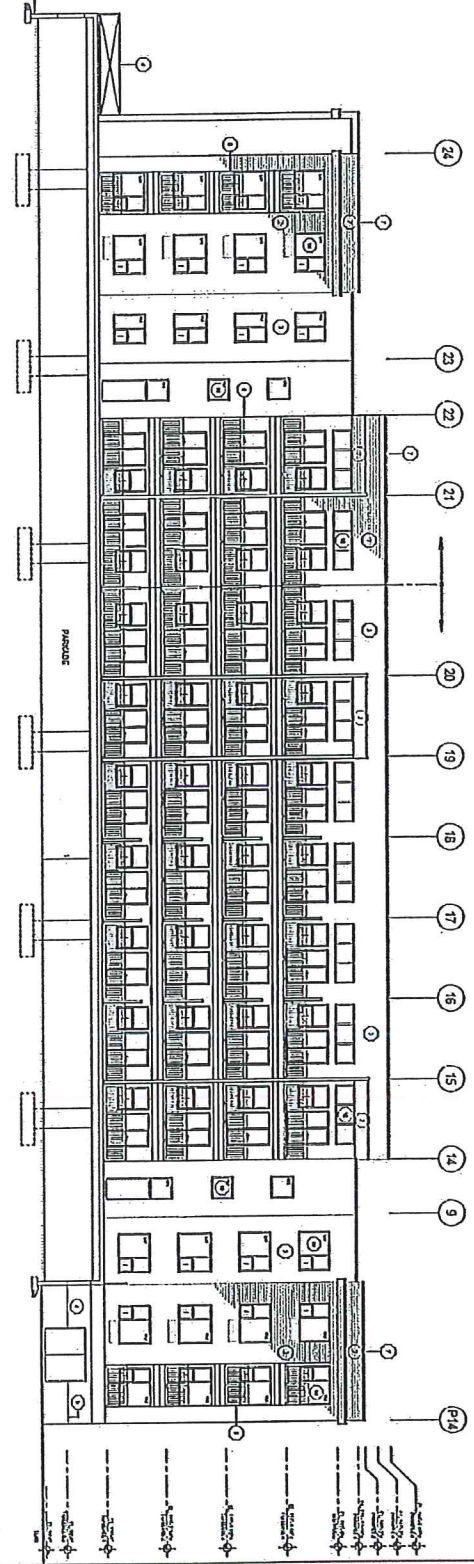
2014-12-04  
 revised DP



**m+m a**  
 HEIKLEJOHN ARCHITECTS INC.

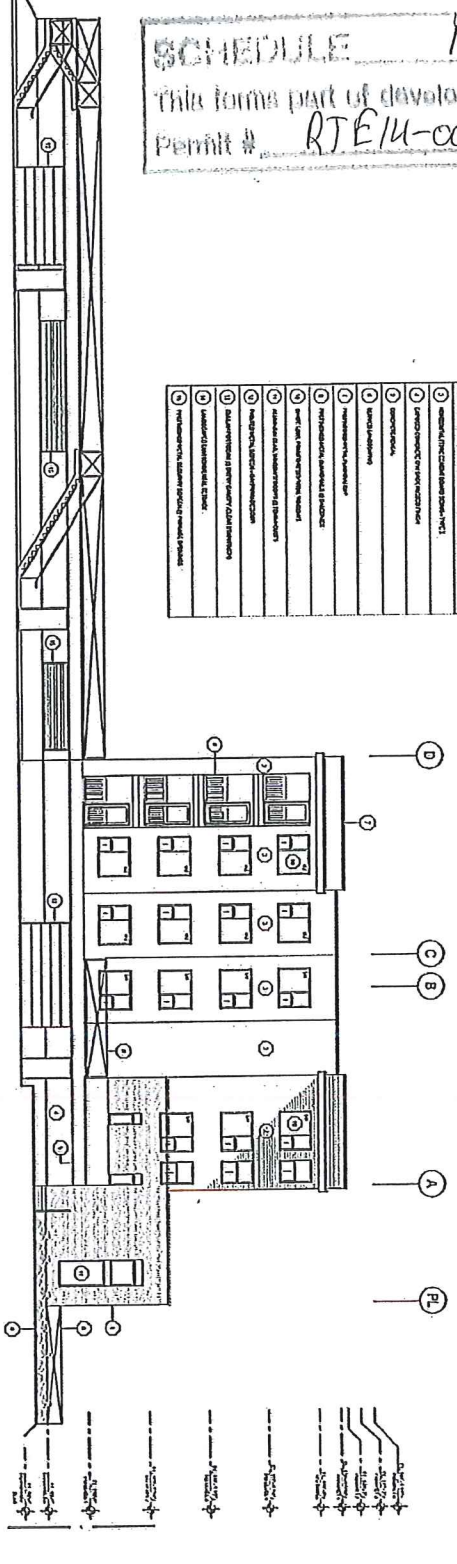
116





**SCHEDULE A**  
 This forms part of development  
 Permit # RTE14-0003

ELEVATION KEY LEGEND
1. WINDOW
2. DOOR
3. BALCONY
4. TERRACE
5. PORCH
6. STAIRS
7. ELEVATOR
8. MECHANICAL ROOM
9. ELECTRICAL ROOM
10. TELEPHONE ROOM
11. JANUARY
12. RESTROOM
13. KITCHEN
14. DINING ROOM
15. LIVING ROOM
16. BEDROOM
17. BATHROOM
18. CLOSET
19. STORAGE
20. GARAGE
21. DRIVEWAY
22. FENCE
23. LANDSCAPE
24. SIGNAGE



2014-12-04  
 revised DP

THE  
 JORDAN  
 ARCHITECTS

**A4.01r**

4-STORY RENTAL  
 OFFICE/LPRT  
 WITH PARKADE

PROPOSED 4-STORY RENTAL  
 OFFICE/LPRT WITH PARKADE

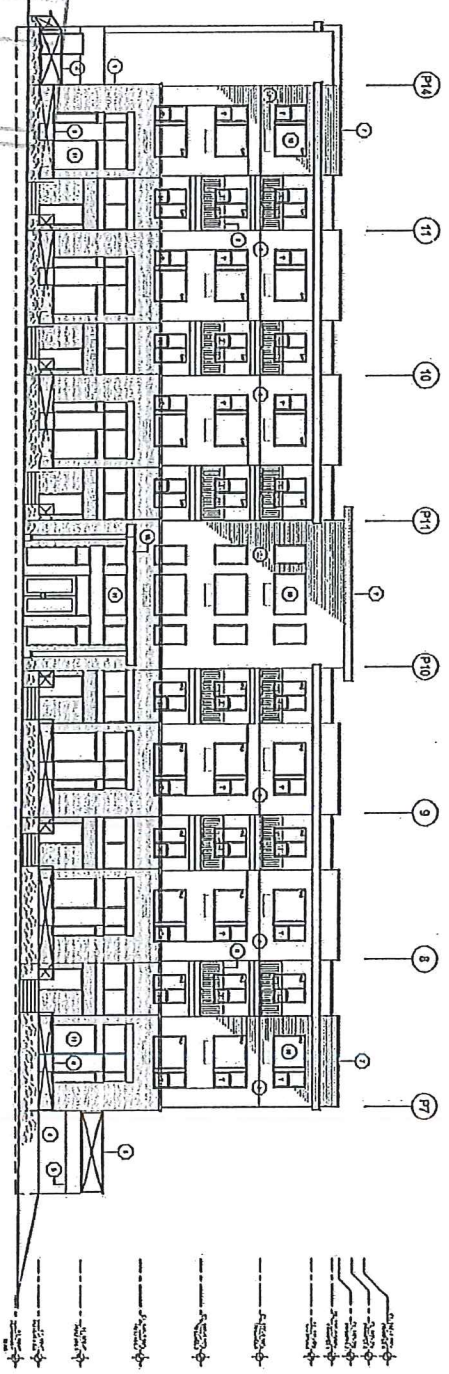
**BUILDING ELEVATIONS**

DATE: 12/04/14  
 DRAWN BY: J. JORDAN  
 CHECKED BY: J. JORDAN  
 SCALE: 1/8" = 1'-0"

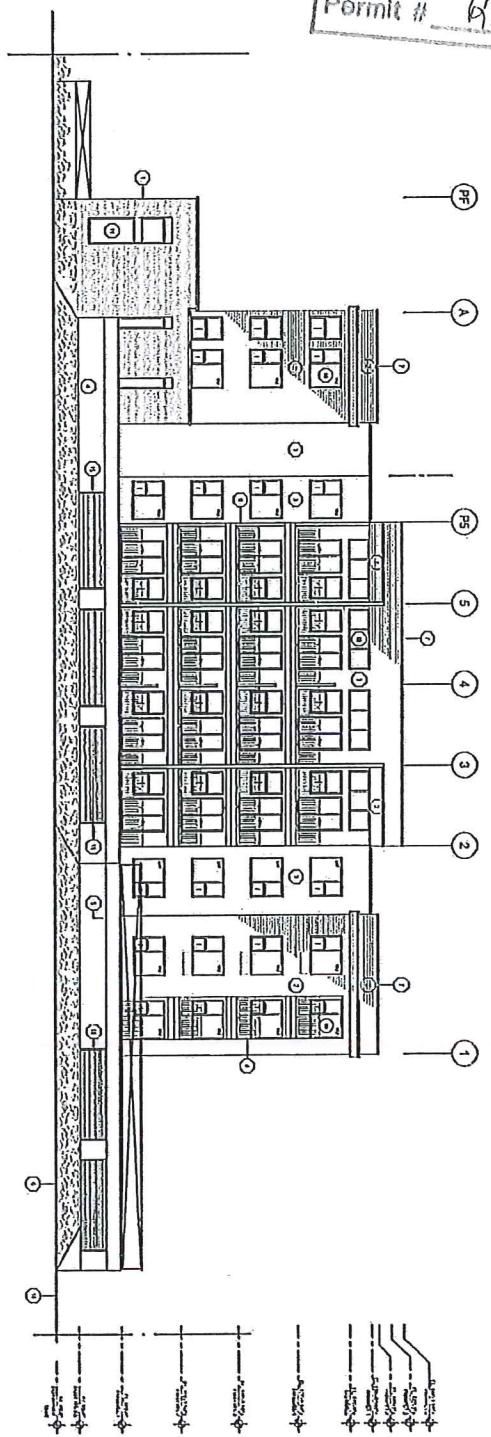
m+m  
 HEIKLEJOHN ARCHITECTS INC.

ASTM

SCHEDULE A  
 This forms part of development  
 Permit # BTE14-0003



1 BUILDING ELEVATION  
 (Scale: 1/8" = 1'-0")



2 BUILDING ELEVATION  
 (Scale: 1/8" = 1'-0")

MEIKLEJOHN ARCHITECTS INC.  
 2727 Broadway Ave. NW  
 Suite 100  
 Atlanta, GA 30318  
 Phone: 404.525.1111  
 Fax: 404.525.1112  
 Email: info@meiklejohn.com

**m+m**  
 MEIKLEJOHN ARCHITECTS INC.

**Alstetter**



2014-12-04  
 revised DP

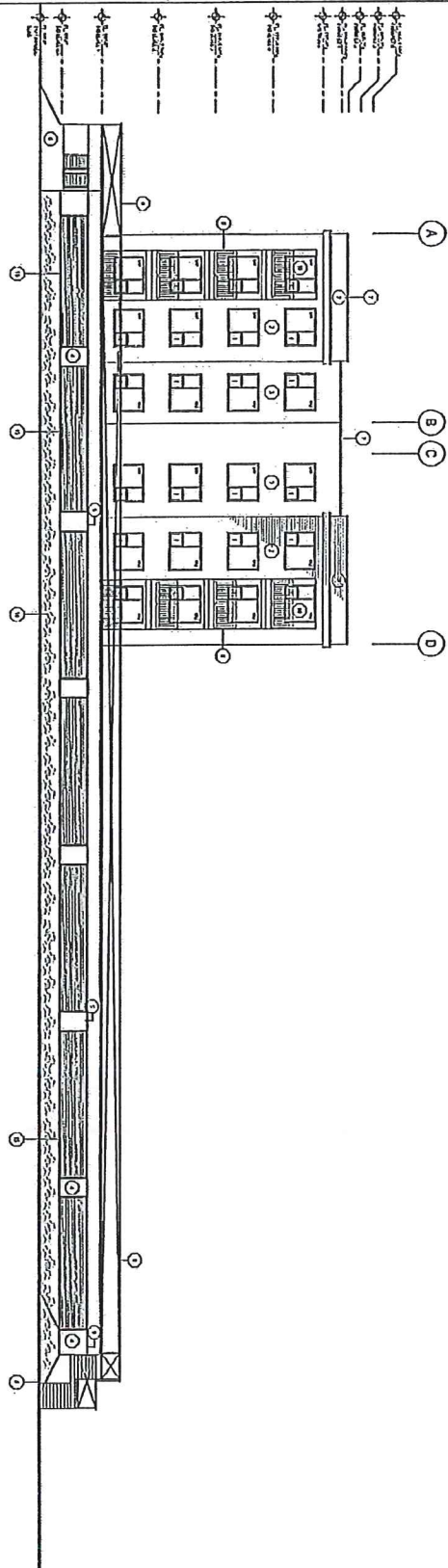
4-STORY RESIDENTIAL  
 DICKSON APT.  
 WITH PARKADE

A4.02r

BUILDING ELEVATIONS

DATE	2014-12-04
BY	MEIKLEJOHN ARCHITECTS INC.
CHECKED BY	MEIKLEJOHN ARCHITECTS INC.
SCALE	1/8" = 1'-0"

SCHEDULE A  
 This forms part of development  
 For BTE 14-0003



1 BUILDING ELEVATION  
 360°

DATE	2014-12-04
BY	AL
FOR	AL
PROJECT	AL

BUILDING ELEVATIONS

A4.03r

4-STORY RENOV.  
 DIXON APT.  
 WITH PARKADE

DATE	2014-12-04
BY	AL
FOR	AL
PROJECT	AL



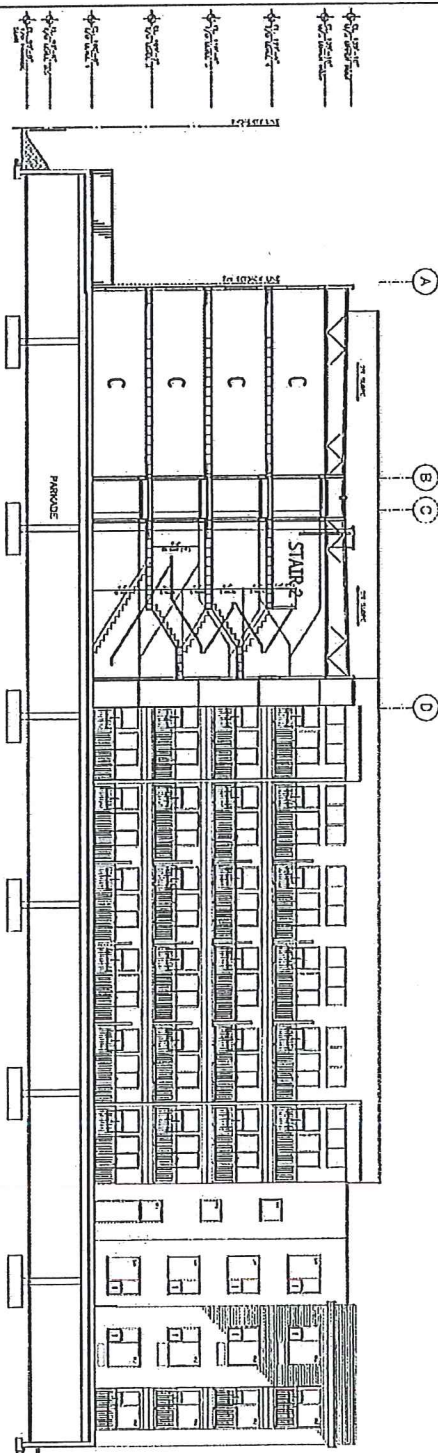
2014-12-04  
 revised DP



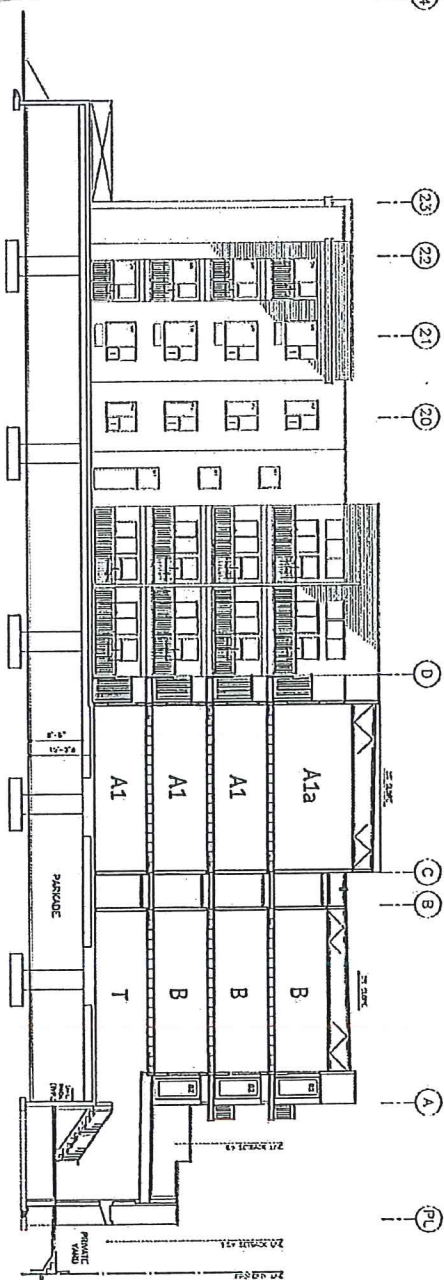
**m+m**  
 HEIKLEJOHN ARCHITECTS INC.

100-1000 STREET  
 VANCOUVER, B.C.  
 V6Z 1A1  
 TEL: 604.681.1111  
 FAX: 604.681.1112  
 WWW.M+MARCHITECTS.COM





1 BUILDING SECTION A-A  
AD-OT scale 1/8"=1'-0"



2 BUILDING SECTION B-B  
44.01 SCALE 1/8"=1'-0"

2014-09-15  
ISSUED FOR DP

## A5.01

## BUILDING SECTIONS



MEikleJOHN ARCHITECTS INC.

241-14 FRODO BAGGINS  
MARTIN, A.C.  
VIA AIR  
Box 214040, 2140  
GALLIE PARK, NEW YORK 10021



# CITY OF KELOWNA

## BYLAW NO. 11127

### **Housing Agreement Authorization Bylaw Dickson Avenue Holdings Ltd., Inc. No. BC0778937 1525 Dickson Avenue**

---

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Dickson Avenue Holdings Ltd., Inc. No. BC0778937 for the lands known as Lot A, District Lot 141, ODYD, Plan EPP48886 located on 1525 Dickson Avenue, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2015 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

as Lot 1, Section 19, Township 26, Plan KAP29557

("Land")

And is

**BETWEEN:**

Simple Pursuits Inc.  
340 West Avenue,  
Kelowna, BC V1Y 4Z1

("Owner")

**AND:**

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

**GIVEN THAT:**

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 905(1) of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose- built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 905 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 905(1) of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

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

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

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

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 7600, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**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) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement - The Owner and the City agree that:**

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;



- (b) performance of this Agreement by the Owner is a condition, as contemplated by s. 904 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and
- (c) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

## ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

### 2.0 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 24 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings to be sold independently of each other for a period of ten (10) years from the date of this agreement.

## ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

### 3.0 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

## ARTICLE 4 GENERAL

### 4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 905 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be

directed to the Housing Opportunities Reserve Fund.

- 4.2 **No Effect On Laws or Powers** - This Agreement does not
  - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
  - (c) affect or limit any enactment relating to the use or subdivision of land, or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 **Notice** - Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- 4.5 **Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.
- 4.6 **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 **Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 **Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SIGNED, SEALED & DELIVERED in )  
the presence of: )

*D. Davies* )  
Signature of Witness )

D. Davies )  
Print Name )

1435 Water St. )  
Address )

Planning Technician I )  
Occupation )

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

"OWNER"  
by its authorized signatories:

*[Signature]*

Gregor W. Brown  
Print Name:

Print Name:

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

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



# Report to Council



**Date:** 8/10/2015

**RIM No.** 1220-02

**To:** City Manager

**From:** Community Planning Department (AC)

**Application:** RTE15-0001

**Owner:** Simple Pursuits Inc. No. BC 449611

**Address:** 2127 Ethel Street

**Applicant:** Simple Pursuits Inc. No. BC 449611

**Subject:** Revitalization Tax Exemption Agreement and Housing Agreement

---

## **Recommendation:**

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Simple Pursuits Inc. No. BC 449611 for Lot 1, Section 19, Township 26, ODYD, Plan 29557, located at 2127 Ethel Street, Kelowna, BC, in the form attached to the Report from the Community Planning Department dated July 27, 2015;

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

AND THAT Bylaw No. 11128, authorizing a Housing Agreement between the City of Kelowna and Simple Pursuits Inc. No. BC 449611, which requires the owners to designate 24 purpose built rental units for a period of ten years on Lot 1, Section 19, Township 26, ODYD, Plan 29557, located at 2127 Ethel Street, Kelowna, BC, be forwarded for reading consideration.

## **Purpose:**

To enter into a Revitalization Tax Exemption Agreement and a Housing Agreement with Simple Pursuits on the subject property.

## **Background:**

The subject property is currently designated as MRL - Multiple Unit Residential (Low Density), in the Official Community Plan (OCP). A Development Permit (DP15-0019) for the project was approved by Council on May 12<sup>th</sup> 2015. The subject property originally contained a single family dwelling. Staff considers the redevelopment of this property within the Urban Centre to a higher and better use as a positive step towards achieving the livability goals established in the 2030 OCP. Aided by the Revitalization Tax Exemption Agreement, the proposed

redevelopment of an underutilized property will further support revitalization within this Urban Centre.

For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for up to 10 years) and are in compliance with the OCP Future Land Use designation as of May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%. See the latest data available for private apartment vacancy rates as calculated by the Canadian Housing and Mortgage Corporation (CMHC) below:

#### Private Apartment Vacancy Rates (%)

	Apr-13	Oct-13	Apr-14	Oct-14
Bachelor	0.9	2.0	0.9	0.0
1 Bedroom	3.5	1.3	1.5	0.8
2 Bedroom	6.1	2.1	1.7	1.3
3 Bedroom +	6.7	1.7	0.0	0.0
<b>Total</b>	<b>4.9</b>	<b>1.8</b>	<b>1.5</b>	<b>1.0</b>

Source: CMHC

See the table below to see the estimated DCC revenue and the rental subsidy expenditures. If the 10 year property exemption is approved by Council, then the City will approximately forego future taxes in the amount of \$73,000 over a 10 year period. Regardless, if the project is built then the DCC reserve funds will approximately lose \$110,000 in DCC revenue. This project is not eligible for a rental housing grant as that program only reimburses rental housing projects that pay DCCs.

#### Estimated DCC Revenue and Rental Subsidy Expenditures

Building	Number of Eligible Dwellings	Estimated DCC Revenue	Lost DCC Revenue	Recommended Grant	Estimated 10 Year Property Tax Exemption
Micro Suites	24	\$0	- \$110,000 <sup>①</sup>	\$0	- \$73,000
Other Units	0	n/a	n/a	n/a	
Net Total (over 10 years)	24	\$0 - \$73,000 = - \$73,000			

<sup>①</sup> Approximate estimate of DCCs the City will not be receiving because units are below 29 m<sup>2</sup>.

<sup>②</sup> Currently, micro-suites that do not pay DCCs are not replenished via general taxation meaning in the long term DCCs either increase for all other projects or planned capital expenditures are reduced.

**Internal Circulation:**

Revenue Manager, Financial Services

**Existing Policy:**

Revitalization Tax Exemption Program Bylaw No. 9561

**Financial/Budgetary Considerations:**

As the project is located within Revitalization Tax Exemption Area for purpose built rental housing it qualifies for a 100% tax exemption. The Tax exemption will be for the 2017-2026 taxation years.

**Considerations not applicable to this report:**

Alternate Recommendation

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Submitted by:

Adam Cseke, Planner

Approved for inclusion:



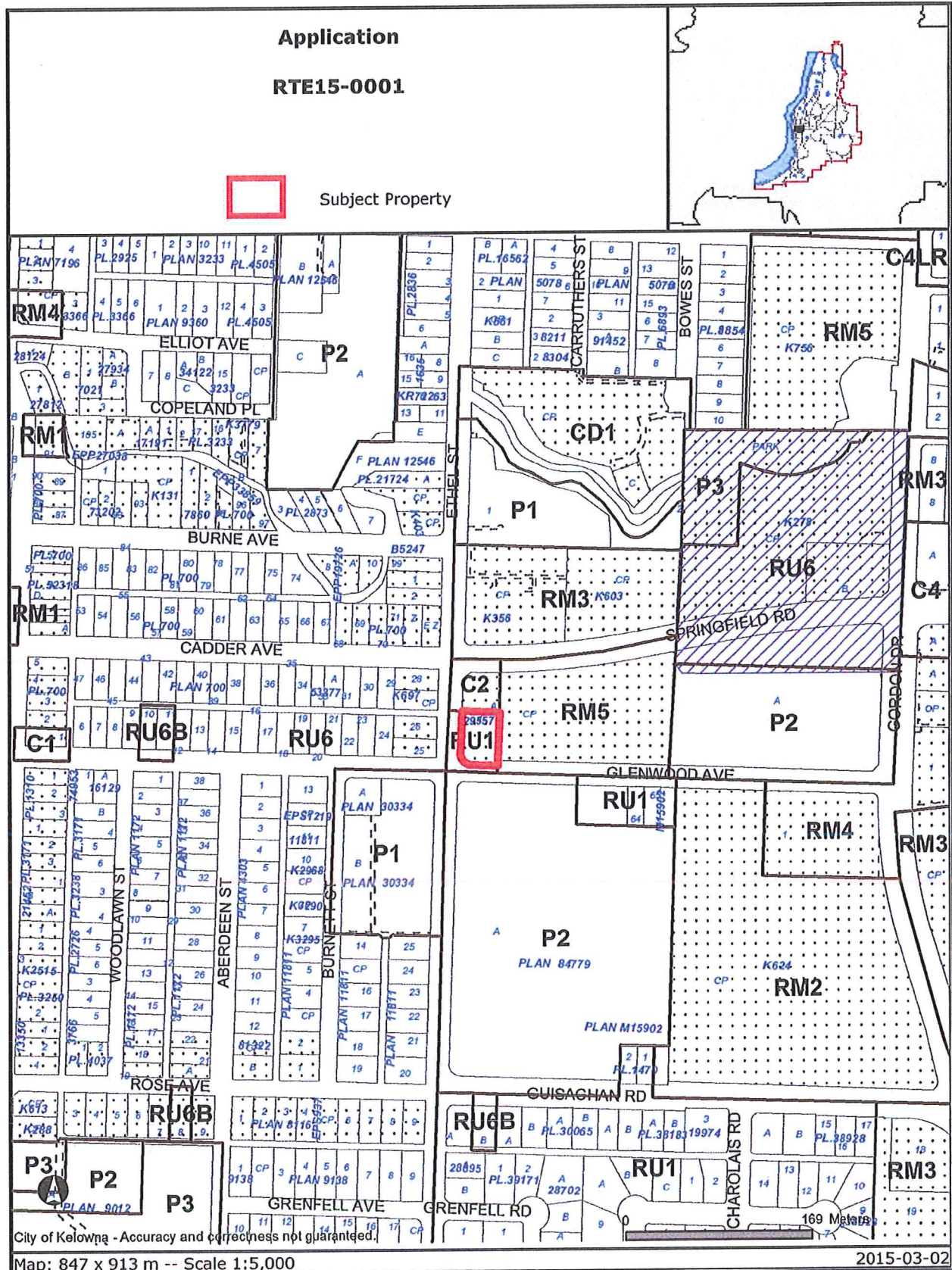
Ryan Smith, Urban Planning Manager

**Attachments:**

Draft Revitalization Tax Exemption Agreement

Draft Purpose-Built Rental Housing Agreement

cc: Lynn Walter, Revenue Manager



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.



Feb. 1, 2015

City of Kelowna  
Re: 2127 Ethel Street Revitalization Tax Exemption

Dear City Staff and Council,

This letter is in support of our application for a revitalization tax exemption for the property located at 2127 Ethel Street. The property is currently under application for DP and rezoning from RU-1 large lot housing to RM-3 low density multiple housing to allow the construction of a 24 unit residential rental building.

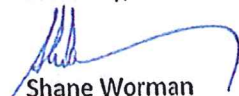
As the current site has only a single family home on it, the rezone and DP will result in an overall increase in housing by 23 units. The units will all be exterior entry, bachelor suites with full kitchen, bathroom, and laundry in each unit. On site there will be parking for each suite as well as secure storage lockers for bicycles and other larger items.

The project's estimated construction cost is between \$850,000 to \$1,000,000. The goal is to keep the costs in line to allow for rental units to be leased for between \$650 and \$700 per month.

The affordability and excellent location (located with 1.5 km of 3 different town centers and 800 meters from the hospital) will provide much needed rental inventory to this neighbourhood.

Thank you for consideration of our application and we look forward to your support for it.

Sincerely,



Shane Worman  
Simple Pursuits Inc.

## PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2015 affects:

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

as Lot 1, Section 19, Township 26, Plan KAP29557

("Land")

And is

### BETWEEN:

Simple Pursuits Inc.  
340 West Avenue,  
Kelowna, BC V1Y 4Z1

("Owner")

### AND:

**CITY OF KELOWNA**, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

### GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 905(1) of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose- built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 905 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 905(1) of the *Local Government Act*, as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions -

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

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

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

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 7600, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.



## 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) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

## 1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;



- (b) performance of this Agreement by the Owner is a condition, as contemplated by s. 904 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and
- (c) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

## ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

### 2.0 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 24 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings to be sold independently of each other for a period of ten (10) years from the date of this agreement.

## ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

### 3.0 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

## ARTICLE 4 GENERAL

### 4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 905 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be

directed to the Housing Opportunities Reserve Fund.

- 4.2 No Effect On Laws or Powers** - This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
  - (c) affect or limit any enactment relating to the use or subdivision of land, or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 Notice** - Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- 4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.
- 4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.



- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SIGNED, SEALED & DELIVERED in )  
the presence of: )

*Denise I. Davies* )  
Signature of Witness )

*D. Davies* )  
Print Name )

*1435 Water St.* )  
Address )

*Planning Technician I* )  
Occupation )

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

"OWNER"  
by its authorized signatories:

*Cameron Wornat*

*Cameron Wornat*  
Print Name:

\_\_\_\_\_  
Print Name:

**SIGNED, SEALED & DELIVERED** in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

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

\_\_\_\_\_  
Mayor

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



BL 10566, BL 10674 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

SCHEDULE "B"

Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_, 20\_\_ is

BETWEEN:

Simple Pursuits Inc.  
202 - 474 West Avenue  
Kelowna, BC

(the "Owner")

AND:

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 2127 Ethel Street legally described as Lot 1, Plan KAP29557, Section 19, Township 26 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

1. The Project - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that

will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:

- a. Provide reasonably priced rental units
  - b. Managed and run in a responsible way to create an overall benefit to the neighbourhood.
2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** - subject to fulfillment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project on or before February 1<sup>st</sup>, 2016;
  - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as rental accommodation and for no other use, by no later than July 15, 2016;
  - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's

Revenue Branch before the City will issue the Tax Exemption Certificate.

6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:

For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;

7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2017 to 2026, inclusive.
8. {deleted}
9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.



11. Cancellation - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:

- a. on the written request of the Owner; or
- b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. No Refund - for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

13. Notices - any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street, Kelowna, B.C.  
V1Y 1J4  
Attention:  
Fax:

- b. in the case of a notice to the Owner, at:

Simple Pursuits Inc.  
340 West Ave.  
Kelowna, BC  
V1Y 4Z1  
Attention: Shane Worman  
Email: shaneworman@gmail.com

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. No Assignment - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.



15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by Its authorized signatories:

\_\_\_\_\_  
Mayor

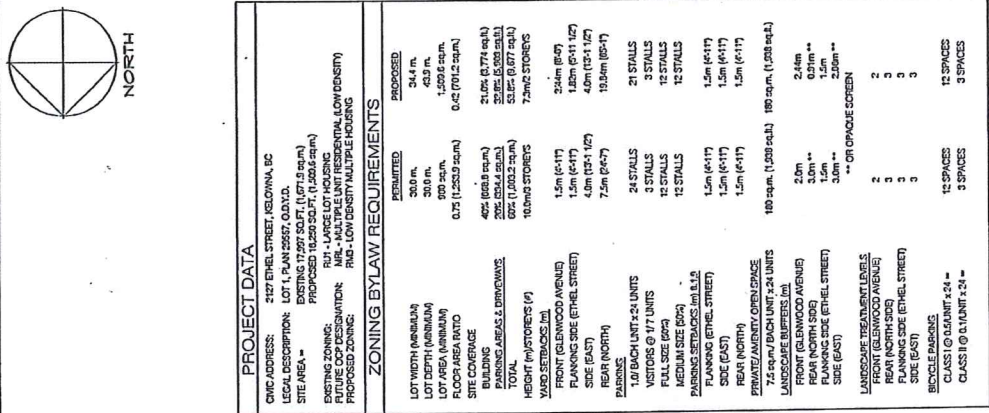
\_\_\_\_\_  
City Clerk

Executed by Simple Pursuits Inc. by its authorized signatories:

  
Name: \_\_\_\_\_

  
Name: \_\_\_\_\_

Schedule "A": Plans and Specifications



ZONING BYLAW REQUIREMENTS		UNRESTRICTED	RESTRICTED
LOT WIDTH (MINIMUM)	34.4 m.	36.0 m.	34.4 m.
LOT DEPTH (MINIMUM)	43.9 m.	50.0 m.	1,509.6 sqm.
FLOOR AREA (MINIMUM)	0.42 (70112 sqm.)	0.72 (1,253.9 sqm.)	0.42 (70112 sqm.)
LOT AREA RATIO	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)
BUILDING COVERAGE	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)
LANDSCAPE & ENVIRONMENTAL	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)
TOTAL	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)	50.0% (8,774 sqm.)
HEIGHT (IN METERS) (F)	10.0m (32.8 FT)	10.0m (32.8 FT)	7.5m (24.6 FT)
YARD SETBACKS (M)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
FRONT (GLENDOW AVENUE)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
PLANNING SIDE (ETHEL STREET)	4.0m (13'1 1/2')	4.0m (13'1 1/2')	4.0m (13'1 1/2')
REAR (NORTH)	7.5m (24'6")	7.5m (24'6")	10.0m (32'8")
PARKING	24 SPOTS	3 SPOTS	21 SPOTS
1.00 BAY/UNIT x 24 UNITS	3 SPOTS	12 SPOTS	3 SPOTS
VISITORS @ 17 UNITS	12 SPOTS	12 SPOTS	12 SPOTS
FULL SIZE (P2)	12 SPOTS	12 SPOTS	12 SPOTS
MEDIUM SIZE (P2)	12 SPOTS	12 SPOTS	12 SPOTS
SMALL SIZE (P2)	12 SPOTS	12 SPOTS	12 SPOTS
PLANNING (ETHEL STREET)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
SIDE (EAST)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
REAR (NORTH)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
PRIVATE/AMENITY/OPEN SPACE	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
7.5 m (24'6") x 24 UNITS	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
LANDSCAPE BUFFERS (M)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
FRONT (GLENDOW AVENUE)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
PLANNING SIDE (ETHEL STREET)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
REAR (NORTH)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
SIDE (EAST)	1.5m (5 FT)	1.5m (5 FT)	1.5m (5 FT)
180 mm (7 1/8") (1,208 sqm.)	180 mm (7 1/8") (1,208 sqm.)	180 mm (7 1/8") (1,208 sqm.)	180 mm (7 1/8") (1,208 sqm.)
OR OPPOSITE SCREEN	2.0m	2.0m	2.0m
LANDSCAPE TREATMENT LEVELS	2	2	2
FRONT (GLENDOW AVENUE)	2	2	2
PLANNING SIDE (ETHEL STREET)	3	3	3
REAR (NORTH)	3	3	3
SIDE (EAST)	3	3	3
BICYCLE PARKING	12 SPACES	12 SPACES	12 SPACES
CLASS 1 @ 6 UNIT x 24 =	3 SPACES	3 SPACES	3 SPACES
CLASS 1 @ 6 UNIT x 24 =	3 SPACES	3 SPACES	3 SPACES

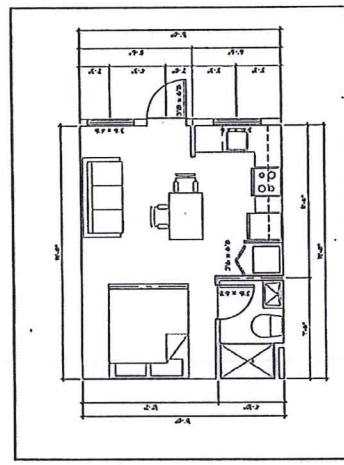
PROJECT DATA	<p>CWC ADDRESS: 2127 EIKEL STREET, KILGORE, BC</p> <p>LOT 1, PLAN 25557, Q.V.D.V.</p> <p>LEGAL DESCRIPTION: EXISTING 17,927 SQ.FT. (1,671.9 sq.m)</p> <p>PROPOSED 19,320 SQ.FT. (1,802.4 sq.m)</p> <p>SITE AREA =</p> <p>EXISTING ZONING: R1 - LARGE LOT HOUSING</p> <p>FUTURE CUP DESIGNATION: MR - MULTIPLE UNIT RESIDENTIAL (LOW DENSITY)</p> <p>PROPOSED ZONING: RM3 - LOW DENSITY MULTIPLE HOUSING</p>
--------------	---

[illegible]

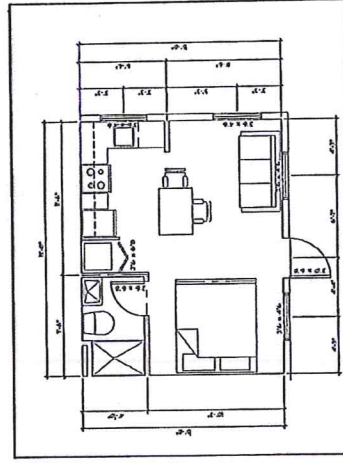


HANS P. NEUMANN ARCHITECT INC.		2127 ETHEL STREET, KELOWNA, BC, LOT 1, PLAN 23557	
PROJECT		RESIDENTIAL DEVELOPMENT	
DATE		2012	
DRAWN BY		H.N.	
CHECKED BY		H.N.	
SCALE		AS NOTED	
DATE		2012	
PROJECT		RESIDENTIAL DEVELOPMENT	
DATE		2012	
DRAWN BY		H.N.	
CHECKED BY		H.N.	
SCALE		AS NOTED	
DATE		2012	

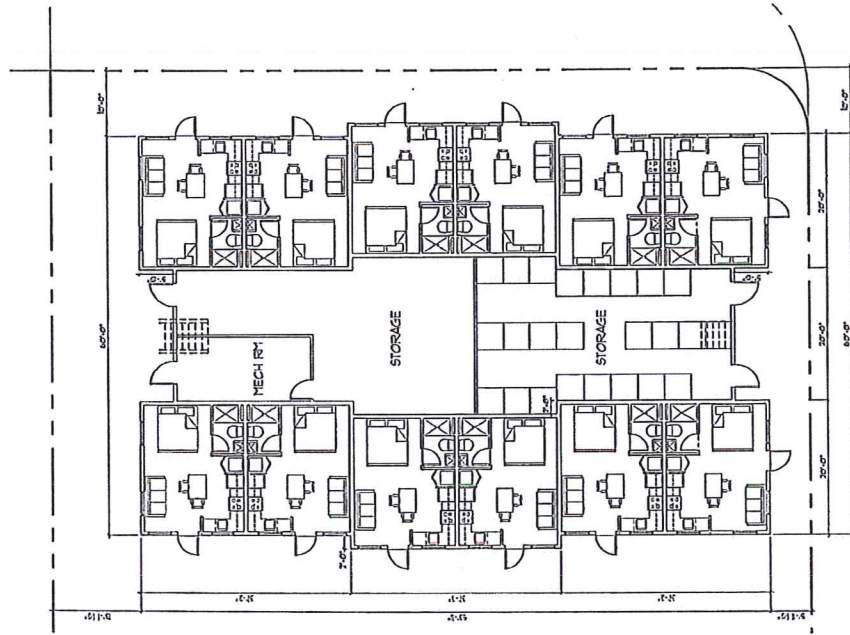
**SCHEDULE A**  
 This forms part of development  
 permit # **STE 15-0001**



SUITE TYPE "A"  
 SCALE 1/8" = 1'-0"



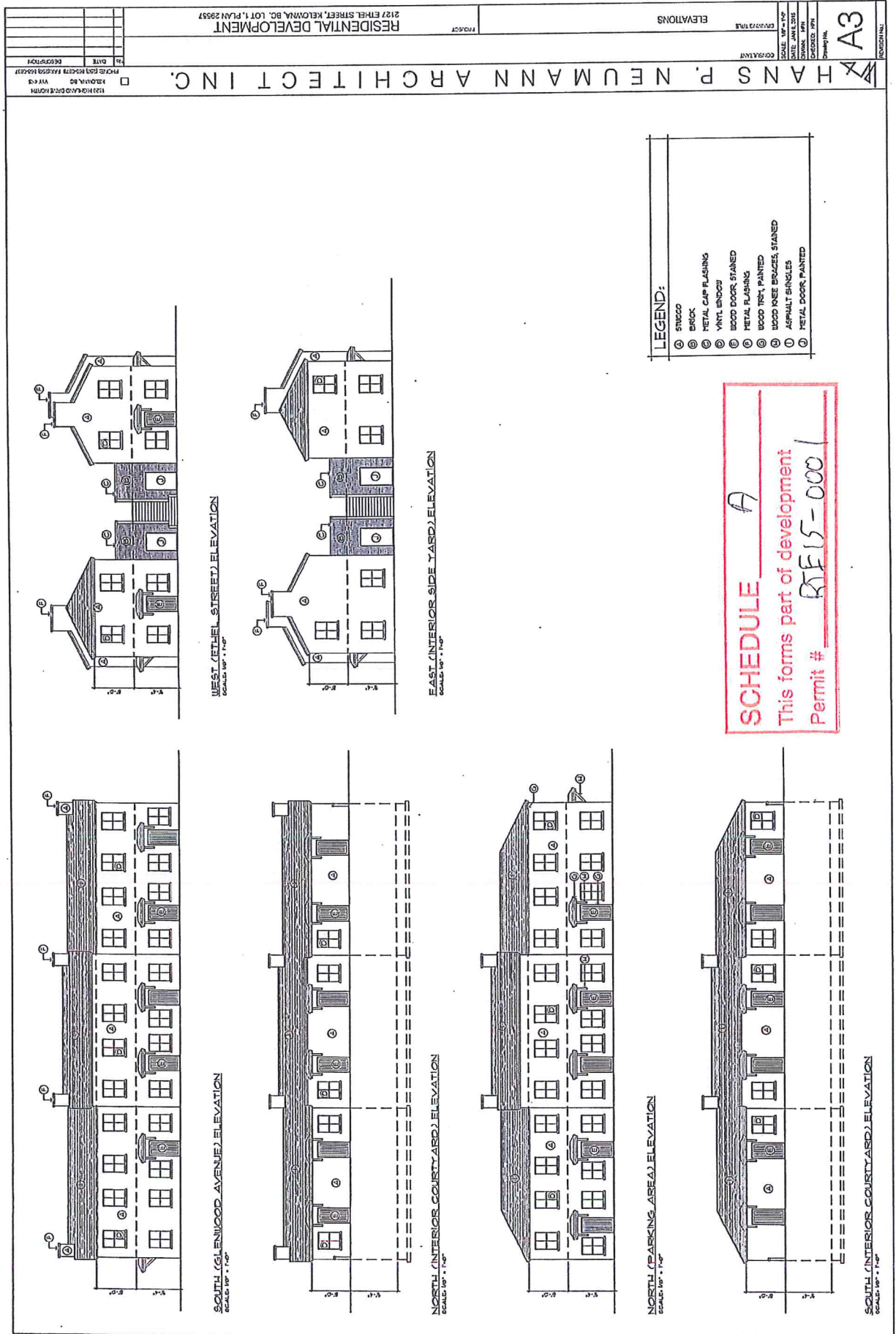
SUITE TYPE "B"  
 SCALE 1/8" = 1'-0"



MAIN FLOOR  
 SCALE 1/8" = 1'-0"







# CITY OF KELOWNA

## BYLAW NO. 11128

### **Housing Agreement Authorization Bylaw - Simple Pursuits Inc., Inc. No. BC0449611 - 2127 Ethel Street**

---

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Simple Pursuits Inc., Inc. No. BC0449611 for the lands known as Lot 1, Section 19, Township 26, ODYD, Plan 29557 located on 2127 Ethel Street, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



## Schedule "A"

Page 1

### PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2015 affects:

#### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

as Lot 1, Section 19, Township 26, Plan KAP29557

("Land")

And is

#### BETWEEN:

Simple Pursuits Inc.  
340 West Avenue,  
Kelowna, BC V1Y 4Z1

("Owner")

#### AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

#### GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 905(1) of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 905 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 905(1) of the *Local Government Act*, as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions -**

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

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

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

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 7600, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

**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) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement must be performed, made or exercised acting reasonably.

**1.3 Purpose of Agreement - The Owner and the City agree that:**

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;



- (b) performance of this Agreement by the Owner is a condition, as contemplated by s. 904 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and
- (c) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2  
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

**2.0 Land Use Restrictions** - The Owner and the City hereby covenant and agree as follows:

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 24 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings to be sold independently of each other for a period of ten (10) years from the date of this agreement.

**ARTICLE 3  
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

**3.0 Purchaser Qualifications** - The City and the Owner agree as follows:

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

**ARTICLE 4  
GENERAL**

**4.1 Notice of Housing Agreement** - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 905 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be

directed to the Housing Opportunities Reserve Fund.

- 4.2 No Effect On Laws or Powers** - This Agreement does not
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
  - (c) affect or limit any enactment relating to the use or subdivision of land, or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management** - The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 Notice** - Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- 4.5 Agreement Runs With the Land** - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.
- 4.6 Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 Release** - The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 Joint Venture** - Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

- 4.9 **Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 **Further Acts** - The Owner shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 **Equitable Remedies** - The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 **No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 **Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 **Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SIGNED, SEALED & DELIVERED in )  
the presence of: )

*Denise I. Davies* )  
Signature of Witness )

D. Davies )  
Print Name )

1435 Water St. )  
Address )

Planning Technician I )  
Occupation )

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

"OWNER"  
by its authorized signatories:

*Gregory W. Brown*

Gregory W. Brown  
Print Name:

Print Name:



SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

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

# Report to Council



**Date:** July 31, 2015  
**File:** 0705-20  
**To:** City Manager  
**From:** James Moore, Long Rang Policy Planning Manager  
**Subject:** Fringe Area Planning Agreement

---

## **Recommendation:**

THAT Council approves the Part 26 Cost Sharing Agreement entitled "Planning Services Agreement, January 1, 2016 - December 31, 2020" between the Regional District of Central Okanagan and the City of Kelowna in the form attached to the Report of the Policy & Planning Department dated July 31, 2015;

AND THAT Council authorizes the Mayor and City Clerk to execute the Agreement.

## **Purpose:**

To obtain Council's endorsement of the proposed agreement with the Regional District of Central Okanagan (RDCO) addressing fringe area planning.

## **Background:**

At its Regular Meeting of June 22, 2015, Council resolved as follows:

*THAT Council endorses the proposed Fringe Area Planning boundaries as outlined in the report from the Long Range Policy Planning Manager, dated June 16, 2015 to be used as a basis for the drafting of a new Fringe Area Planning agreement with the Regional District of Central Okanagan;*

*AND THAT Council directs staff to bring back the new Fringe Area Planning agreement for Council consideration.*

Following this meeting, City staff provided the endorsed Fringe Area Planning boundaries to Regional District of Central Okanagan (RDCO) staff, allowing them to draft the legal agreements formally. The result is entitled the Planning Services Agreement, and is included as Attachment 1.

The Agreement outlines the conditions under which City of Kelowna representatives on the Regional Board will be permitted to vote on land use planning matters outside of City of Kelowna municipal boundaries. The agreement uses the boundaries agreed to by Council at its June 22, 2015 meeting as the basis for the agreement.

In short, the agreement states that all Board members are entitled to vote on all Regional Planning matters, which includes matters pertaining to the Regional Growth Strategy, Crown Land Referrals, Resource Extraction Referrals, and Agricultural Land Commission Reserve referrals. In addition, City of Kelowna representatives on the Board will be able to vote on all Community Planning (land use planning) matters within the agreed-upon boundaries. The principal aim here is to ensure that the City is able to influence decisions on key land use planning matters outside of its boundaries, where such decisions may impact the City. The Agreement as drafted will take effect on January 1, 2016, and will conclude five years later on December 31, 2020.

The Agreement represents the culmination of several years of work between the RDCO and member municipalities to address Fringe Area Planning. Should Council execute the Agreement, it will provide a strong foundation for cooperation on planning matters between the RDCO and the City of Kelowna for years to come.

**Legal/Statutory Authority:**

*Local Government Act* Part 24, Division 4.1 Establishing Bylaws, Section 802.1 - changes to the boundary of a service area.

*Local Government Act* Part 24, Division 4.2 Cost Recovery for Services, Section 804.1(2) - establishing an agreement covering the cost of services.

**Financial/Budgetary Considerations:**

The proposed Planning Services Agreement has an estimated annual cost of \$152,481. This is funded through annual requisitions by the City on behalf of the RDCO.

**Considerations not applicable to this report:**

- Personnel Implications
- External Agency/Public Comments
- Communications Comments
- Alternate Recommendation
- Legal/Statutory Procedural Requirements
- Existing Policy

Submitted by:

---

J. Moore, Long Range Policy Planning Manager

**Approved for inclusion:**

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



Attachments:

Attachment 1 - Planning Services Agreement

cc:

D. Noble-Brandt, Policy & Planning Department Manager  
D. Gilchrist, Divisional Director of Community Planning & Real Estate  
G. Davidson, Director of Financial Services  
A. Newcombe, Divisional Director of Infrastructure  
A. Reeder, Utility Planning Manager

# **PLANNING SERVICES AGREEMENT**

## **January 1, 2016 – December 31, 2020**

BETWEEN:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

1450 KLO Road  
Kelowna, BC V1W 3Z4

(the “**Regional District**”)

AND

**CITY OF KELOWNA**

1435 Water Street  
Kelowna, BC V1Y 1J4

(the “**Municipality**” or “**Kelowna**”)

### **WHEREAS**

**A.** The Regional District is currently comprised of the following four member municipalities and two electoral areas:

- City of Kelowna;
- District of Peachland;
- District of Lake Country;
- City of West Kelowna;
- Central Okanagan West Electoral Area; and
- Central Okanagan East Electoral Area.

Westbank First Nation Council has a representative on the Regional District Board in a non-voting capacity.

**B.** The Regional District has provided planning services to its electoral areas since 1969, including under current Part 26 of the *Local Government Act* 1996 R.S.B.C. c.323 (the “**Act**” or “**LGA**”);

**C.** For the calendar year 2015, the Regional District and all its member municipalities, including the Municipality, have participated fully (geographic area, voting and cost-sharing) in Regional District Electoral Area Planning Services. Going forward, the Municipality wishes to participate and contribute in part for certain portions of the Electoral Areas, as set out in accordance with this agreement;

- D. The Regional District and its member municipalities, including the Municipality, have sought to divide the Electoral Areas into the Fringe Planning Areas (the “**FPA**”);
- E. The Regional District and Municipality hereby agree as to the following framework for voting, cost allocations and other terms and conditions regarding Electoral Area Planning Services and the FPA in accordance with the Act (the “**Agreement**”).

**NOW THEREFORE** in consideration of the mutual promises set out in this Agreement, the Regional District and the Municipality agree as follows, including pursuant to section 804.1 of the LGA:

## **PART A – BACKGROUND & TERM**

### **1. APPLICATION AND INTERPRETATION**

1.1. The following Schedule is attached to and forms part of this Agreement:

- (a) Schedule “A” – Fringe Planning Areas

1.2. In this Agreement:

- (a) “**FPA**” or “**Fringe Planning Area**” means the lands within the geographic area of the RDCO Electoral Areas shown highlighted and in bold outline on Schedule “A”;
- (b) “**Part 26**” means Part 26 *Planning and Land Use Management* of the *Local Government Act*;
- (c) “**Planning Services**” means Regional Planning Services and Community Planning Services, whereby for the purposes of this Agreement:
  - (i) “**Community Planning Services**” (“**Com**”) means all Part 26 matters including, but not limited to, Official Community Plans, Rural Land Use Bylaws, Zoning Bylaws, Development Variance Permits, Subdivisions, Temporary Use Permits, and Land Use Contracts.
  - (ii) “**Regional Planning Services**” (“**Reg**”) means matters pertaining to the Regional Growth Strategy, Crown Land Referrals, Resource Extraction Referrals, and Agricultural Land Reserve Referrals.

1.3. The following interpretation rules apply to this Agreement:

- (a) Unless otherwise provided, the terms in this Agreement are interpreted in accordance with the Regional District’s bylaws.

- (b) The headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- (c) The word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- (d) A reference to currency means Canadian currency.
- (e) A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or any such regulation.
- (f) A reference to time or date is to the local time or date in Kelowna, British Columbia.
- (g) Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- (h) A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice evidenced with the signature of a authorized representative of the local government.
- (i) A reference to a section means a Section of this Agreement, unless a specific reference is provided to a statute.

1.4. This Agreement is construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## **2. TERM AND TERMINATION**

- 2.1. For the calendar year 2015, the Regional District and all its member municipalities, including the Municipality have participated fully (geographic area, voting and cost-sharing) in Regional District Electoral Area Planning Services.
- 2.2. The parties acknowledge that this Agreement commences on January 1, 2016, and continues for 5 years until December 31, 2020, unless, in accordance with the Act, the Municipality withdraws from the FPA Agreement by written notice that it intends to participate fully in Electoral Area Planning Services and will cost-share its full allocation.



- 2.3. If not renewed, opt-out notice given or other arrangements made in accordance with the Act, then the Municipality will participate fully in Electoral Area Planning Services in 2021.

## **PART B – FRINGE PLANNING AREAS**

### **3. GEOGRAPHIC EXTENT OF FPAs**

- 3.1. Since the 2007 incorporation of the District of West Kelowna (now City), the Regional District has been comprised of the following four member municipalities and two electoral areas:

- (a) City of Kelowna;
- (b) District of Peachland;
- (c) District of Lake Country;
- (d) District of West Kelowna (now City of West Kelowna);
- (e) Central Okanagan West Electoral Area; and
- (f) Central Okanagan East Electoral Area.

- 3.2. For the purposes of the provision, cost-sharing and voting arrangements on Planning Services, the Municipality will only participate with respect to lands within the FPAs of the Regional District's Electoral Areas shown on Schedule "A", and labeled as:

- (a) Within the Regional District's Central Okanagan West Electoral Area:
  - (i) Kelowna West; and
- (b) Within the Regional District's Central Okanagan East Electoral Area:
  - (i) Kelowna;
  - (ii) Kelowna & Lake Country;
  - (iii) Proposed Kelowna East Fringe "A"; and
  - (iv) Proposed Kelowna East Fringe "B".

(collectively "**Kelowna's FPAs**")

### **4. MUNICIPALITY'S VOTING ENTITLEMENT IN FPAs AND EAs**

- 4.1. For its voting entitlement, the Municipality is entitled to:
- (a) No votes on Community Planning Services for lands in portions of the Electoral Areas not located within Kelowna's FPAs;
  - (b) One vote for each of its Directors on the respective Regional Planning Services and Community Planning Services in each of Kelowna's FPAs; and

- (c) Despite the above, with respect to Official Community Plans, Zoning Bylaws and Rural Land Use Bylaws within the Electoral Area which regulate lands both within and outside a Kelowna FPA, then:
    - (i) One vote for each of its Directors on:
      - (A) General amendments (including repeal and new OCP's, Zoning Bylaws, and Rural Land Use Bylaws); and
      - (B) Site-specific amendments for lands located within a Kelowna FPA;
    - (ii) No votes for site-specific amendments for lands located outside a Kelowna FPA.
- 4.2. At the time of execution of this Agreement, it is acknowledged that Kelowna has six (6) Directors on the Regional District Board and therefore has six (6) votes.
- 4.3. For clarity, should the number of Directors change during the term of this agreement then the number of votes would change correspondingly along with the cost sharing amounts based on the formula in Section 5 below.

## **5. MUNICIPAL COST-SHARING AMOUNT FOR FPAs**

- 5.1. The Municipality's cost-sharing is determined by the following formula, as calculated by Regional District staff:

Total Cost of Electoral Area Planning apportioned to each Electoral Area  
*multiplied by*  
 the Ratio of Land Parcels within the FPA Boundary  
*multiplied by*  
 the Ratio of Votes at the Board Table  
*equals*  
 the Municipal Cost Sharing Amount.

- 5.2. By way of estimation only for 2016, it is anticipated Kelowna's annual share of costs will be approximately \$151,326.

## **PART C – GENERAL**

6. NOTICE: Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, to the attention of the Corporate Officer, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.

- 7. NO DEROGATION OF POWERS:** Except as expressly set out in this Agreement, nothing in this Agreement prejudices or affects the rights and powers of the Regional District or the Municipality in the exercise of its powers, duties or functions under the *Community Charter* or the LGA or any of its bylaws.
- 8. ASSIGNMENT:** This Agreement may not be assigned.
- 9. AMENDMENT:** No amendment to this Agreement is effective unless it is made in writing and is duly executed by all parties.
- 10. WAIVER:**
  - (a) No provision of this agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party.
  - (b) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 11. ENTIRE AGREEMENT:**
  - (a) This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
  - (b) No representations, warranties or conditions, express or implied, oral or otherwise, have been made other than those expressed in this Agreement.
- 12. SURVIVAL:** All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, survive any such termination and will be fully enforceable thereafter.
- 13. SEVERABILITY:** Each article of this Agreement is severable. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the provision may be severed and the illegality or invalidity must not affect the validity of the remainder of this Agreement.
- 14. COUNTERPART:** This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart is deemed to be an original. All counterparts are construed together and constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have set their hands and seals, with the last Date of Execution being the day at which this Agreement is entered into and operative:

**REGIONAL DISTRICT OF CENTRAL OKANANGAN**

by its authorized signatories

\_\_\_\_\_  
Board Chair Gail Given

\_\_\_\_\_  
Brian Reardon, CAO

\_\_\_\_\_  
**Date of Execution**

**CITY OF KELOWNA**

by its authorized signatories

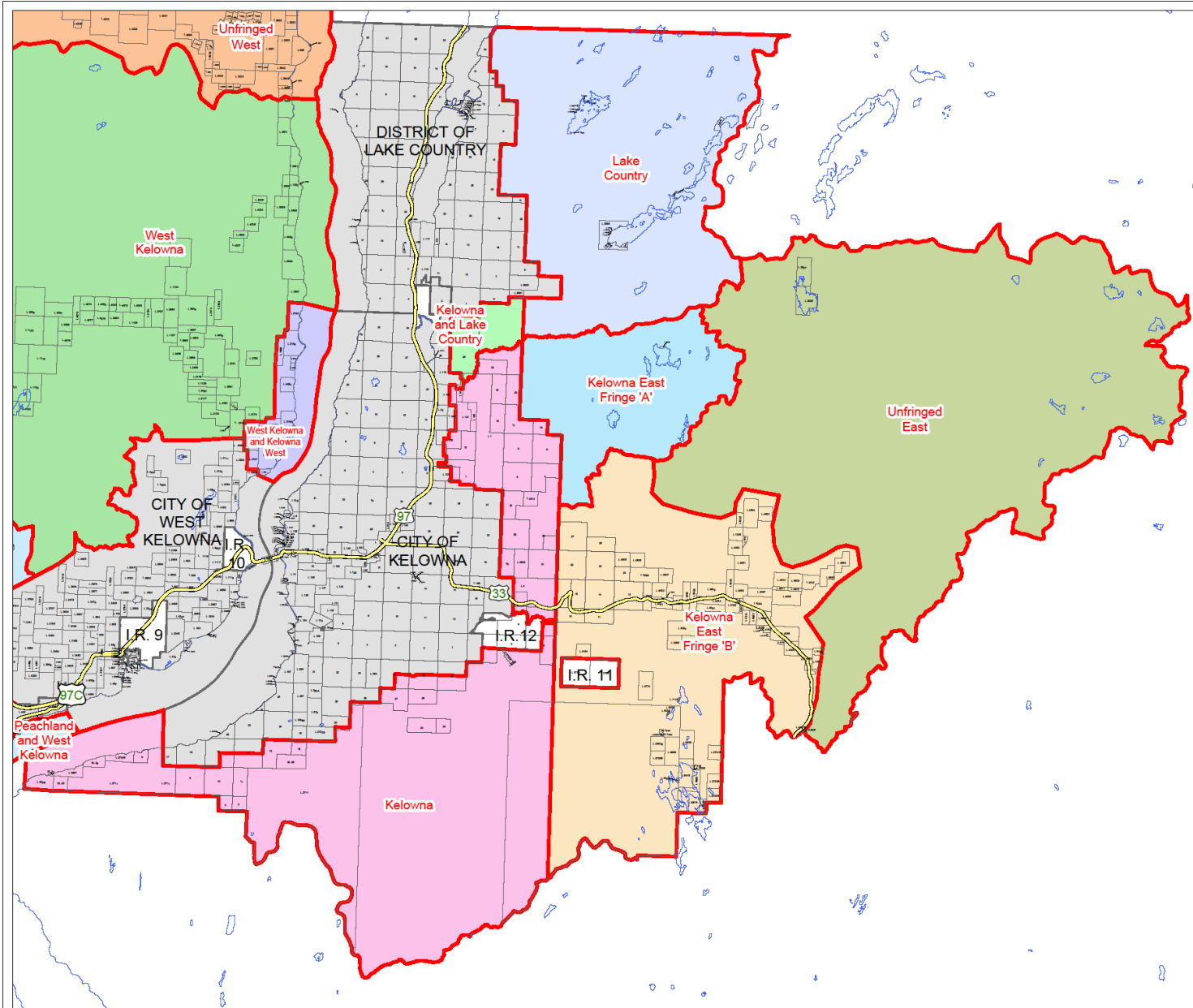
\_\_\_\_\_  
Colin Basran, Mayor

\_\_\_\_\_  
Stephen Fleming, City Clerk

\_\_\_\_\_  
**Date of Execution**



# SCHEDULE "A" FRINGE PLANNING AREAS



## Regional District of Central Okanagan Fringe Planning Areas (Kelowna final)

### Fringe Planning Areas

- Unfringed East
- Lake Country
- Kelowna and Lake Country
- Kelowna
- Kelowna East Fringe 'A'
- Kelowna East Fringe 'B'
- Unfringed West
- West Kelowna
- West Kelowna and Kelowna West
- Peachland and West Kelowna

### Municipal Areas



## Fringe Planning Analysis

East	Hectares	Tax Parcels	Total Assessed Value
Kelowna	30,290	1,175	\$577,364,032
Kelowna and Lake Country	1,198	105	\$34,833,688
Kelowna East Fringe 'A'	7,984	3	\$592,300
Kelowna East Fringe 'B'	24,012	514	\$230,817,409
Lake Country	20,283	80	\$13,324,000
Unfringed East	43,383	2	\$541,300
Sum	127,138	1,879	\$857,473,228

West	Hectares	Tax Parcels	Total Assessed Value
Kelowna West	2,665	222	\$160,207,222
Sum	2,665	222	\$160,207,222



# Report to Council



**Date:** July 20, 2015  
**File:** 1220-02  
**To:** City Manager  
**From:** James Moore, Long Range Policy Planning Manager  
**Subject:** Revitalization Tax Exemption - Area 3 Update

---

## **Recommendation:**

THAT Council receives for information the report from the Policy and Planning Department, dated July 20, 2015 regarding the status of Tax Incentive Area 3 within the revitalization tax exemption program;

AND THAT Council directs staff not to extend the exemptions in Tax Incentive Area 3 beyond the existing 200,000 square foot threshold.

## **Purpose:**

To provide Council with a detailed update on the status of Tax Incentive Area 3 and to obtain final approval not to extend the exemptions in the area.

## **Background:**

At its Regular Meeting of June 1, 2015, Council received for information a report from the Policy & Planning Department providing an update on the status of the Revitalization Tax Exemption program. Staff's recommendation was to carry the program forward as it is currently envisioned in Revitalization Tax Exemption Bylaw No. 9561. This would see continuing on with incentives in Tax Incentive Areas 1, 2, 4 and for purpose-built rental housing (see Attachment 1). Tax Incentive Area 3 would be fully subscribed at 200,000 ft<sup>2</sup>, after which point no further incentives would be provided in that area.

In its deliberation on the matter, Council's direction was to maintain the existing incentives for purpose-built rental housing, and for Tax Incentive Areas 1, 2 & 4. However, Council requested additional information respecting Tax Incentive Area 3 prior to making a final decision.

### Tax Incentive Area 3

Within the City Centre Tax Incentive Areas, Area 3 receives the most limited of the incentives provided, reflecting Council's decision regarding the priority of those City Centre areas that needed assistance:

**Tax Incentive Area 3:** Up to 50% tax exemption for 10 years on the eligible amount for larger buildings only (40,000 ft<sup>2</sup> or greater), *with a cap of 200,000 ft<sup>2</sup> in to total for the area.*

Since being added in 2012, Area 3 has witnessed considerable development (see Table 1). This level of development may not be reflected in the number of tax exemptions granted due to the limitations of the tax incentives in the area, which allow grants only on large projects. Nevertheless, they suggest that the market for development in Area 3 is healthy and does not warrant further taxation assisted incentive.

Address	Project Name	Gross Floor Area (ft <sup>2</sup> )	Status	RTE Agreement (Y/N)
653 Harvey Ave	Central Green - commercial	80,000	Under application	Express intent
1770-1850 Richter St, 1775 Chapman Pl	Central Green - residential	460,400 (not including towers)	Under application	Express intent (rental portion)
1290 St. Paul St	Sole	75,714	Complete	Express intent
460 Doyle Ave	Okanagan Centre for Innovation	105,935	Under Construction	Express intent
1745 Chapman Pl	Friendship Housing	55,334	Under Construction	Express intent
598 Sutherland Ave	Apartment Building	15,372	Complete	Not eligible
1310 Water St	The Delta Grand restaurant	323	Complete	Not eligible
1370 Water St	Kelowna Yacht Club	24,100	Complete	Not eligible
615 623 625 633 635 645 Fuller Ave & 1373 1375 Bertram St	Kensington Apartments	21,600	Complete	Not eligible
550 Rowcliffe Ave	Karis Housing Society	24,660	Under Construction	Not eligible
1226 St Paul St	CTQ	6,386	Complete	Not eligible

Not only has the volume of development been positive for Area 3, but the variety of development types also indicates a healthy development sector. With the coming of Central Green, the Okanagan Centre for Innovation, Sole, and others, Area 3 will provide a healthy balance of retail, office, and residential uses.

Conversely, Tax Incentive Areas 1 & 2 have been somewhat less successful, particularly with residential development. Both areas have witnessed recent office development, and there are major projects on the horizon. The new IHA office building and the Westcorp Hotel are set to make a significant difference. While these are very positive indications, neither area has received any new residential development. As prime development sites are gradually taken up, achieving the residential density needed to ensure that Downtown offers a place to "live, work, and play" may prove challenging.

The City has also been working over recent years to rejuvenate the City Centre with major civic investments, including Stuart Park (Phases 1 and 2), the new transit exchange, new parking structures, and the Bernard Avenue revitalization project. These investments have taken the city's downtown a big step towards achieving its potential.

Allowing Area 3 to meet its anticipated cap of 200,000ft<sup>2</sup> without additional extensions will serve to focus development into those areas where incentives will be maintained (Areas 1, 2 and 4). This will improve the chances of achieving the vision for the downtown articulated in the Official Community Plan and the Downtown Plan, while also making more efficient use of the civic investments made in the area. To be clear, staff believe it is important to differentiate those incentive areas where development investment is needed (Areas 1, 2 & 4) and not to provide tax payer assistance to areas where it is not needed (Area 3).

#### Financial/Budgetary Considerations:

Revitalization Tax Exemptions can be an effective tool to incent new development and redevelopment in areas of high priority but it does come at a cost. Foregoing tax revenue on new development will attract investment that would not otherwise have occurred, ultimately resulting in higher tax revenues in the long-run and incenting the form of development that results in the complete community envisaged in the OCP.

It is, however, important to note that tax incentives play only one role in complex funding models for major development. Where the market is healthy and private investment will occur regardless of incentives, tax exemptions can result in unnecessary lost revenues for municipalities who need the revenue to pay for infrastructure investments, services and programs. In the case of Tax Incentive Area 3, the estimated total value, through the 10 year program, of lost tax revenue from the 200,000 ft<sup>2</sup> of development is \$909,000.00.

#### Summary:

Tax exemptions are a useful tool in the municipality's toolbox for incenting new development in targeted areas. They must be used judiciously in areas where the market cannot provide the type of development needed without assistance. This is the case in the majority of the City's Tax Incentive Areas (1,2 &4) and for rental housing. However, staff feel that Tax Incentive Area 3 has and will continue to demonstrate a healthy level and diversity of development without further incentive. As such, staff are recommending that no further tax exemptions be provided in Tax Incentive Area 3 beyond the 200,000ft<sup>2</sup> threshold. This will help to focus incentives to where they are most needed and to support recent major investments in civic infrastructure.

Staff will continue to monitor the form and type development in this area on an ongoing basis and return to Council with any recommended changes to the bylaw if warranted.

Should Council support this direction, it is important to note that incentives for purpose-built rental housing will remain available throughout the city, when the rental vacancy rate falls below 3%.

#### Internal Circulation:

City Clerk



Director, Financial Services  
Manager, Urban Planning  
Director, Real Estate Services  
Divisional Director, Community Planning & Real Estate

**Legal/Statutory Authority:**

Revitalization Tax Exemption Program Bylaw No. 9561, 2006  
Community Charter, Division 7, Section 226

**Existing Policy:**

Official Community Plan Bylaw No. 10500

**Objective 5.9** - Support the creation of affordable and safe rental, non-market and/or special needs housing.

**Policy 5.1.3 - Rutland & Downtown Revitalization Tax Exemption.** Provide a revitalization tax exemption for the municipal portion of the annual taxes on improvements for development within the City Centre and Rutland Town Centre as per Revitalization Tax Exemption Bylaw No. 9561.


Downtown Plan

**Action Item 16** - Provide financial incentives for affordable housing.

**Considerations not applicable to this report:**

Personnel Implications:  
External Agency/Public Comments:  
Communications Comments:  
Alternate Recommendation:  
Legal/Statutory Procedural Requirements:

Submitted by:

  
James Moore, MCIP, RPP  
Long Range Policy Planning Manager

Approved for inclusion:



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

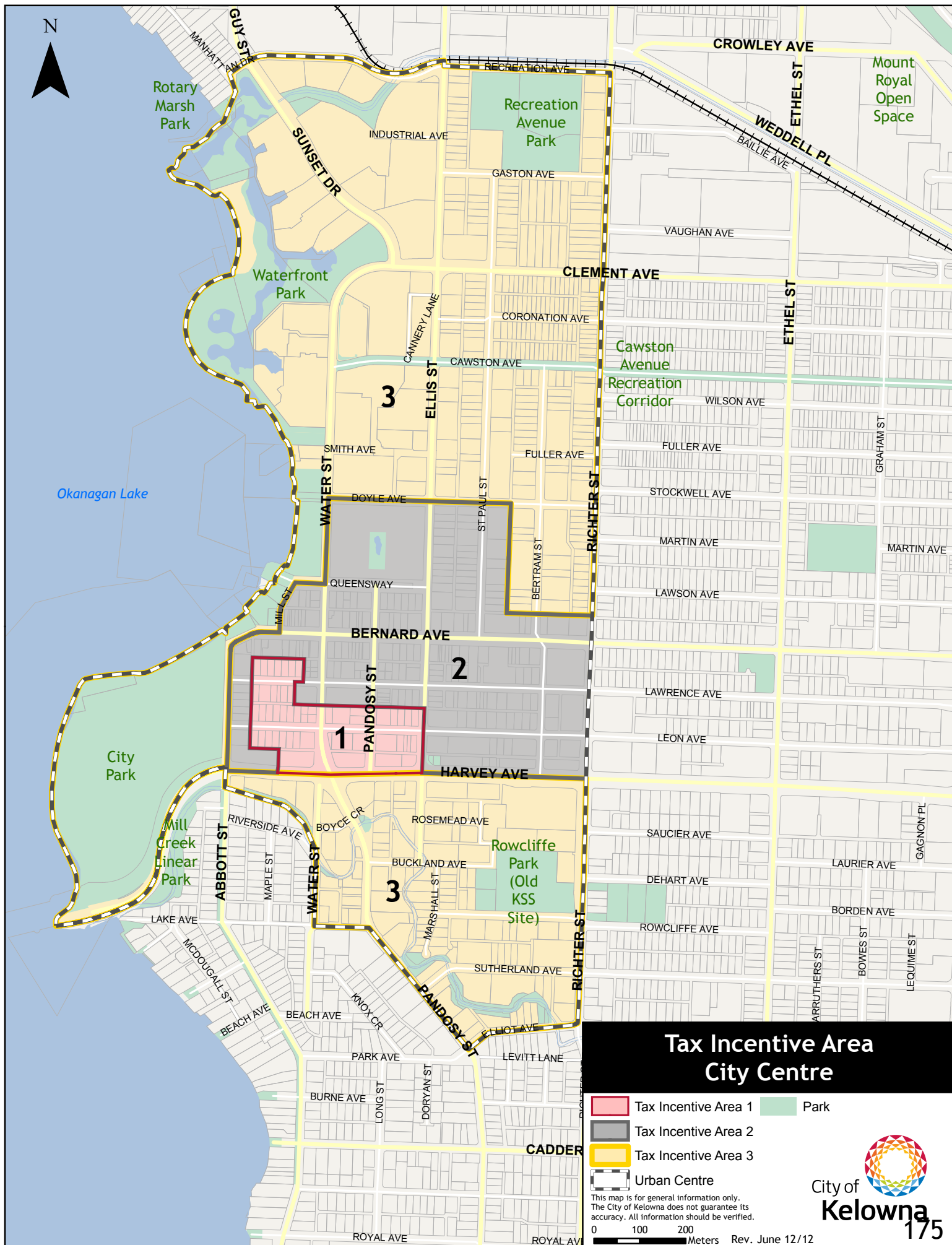
Attachments:

Attachment 1 - Map of the City Centre Tax Incentive Areas

cc:

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

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



# REVITALIZATION TAX EXEMPTIONS





# PURPOSE

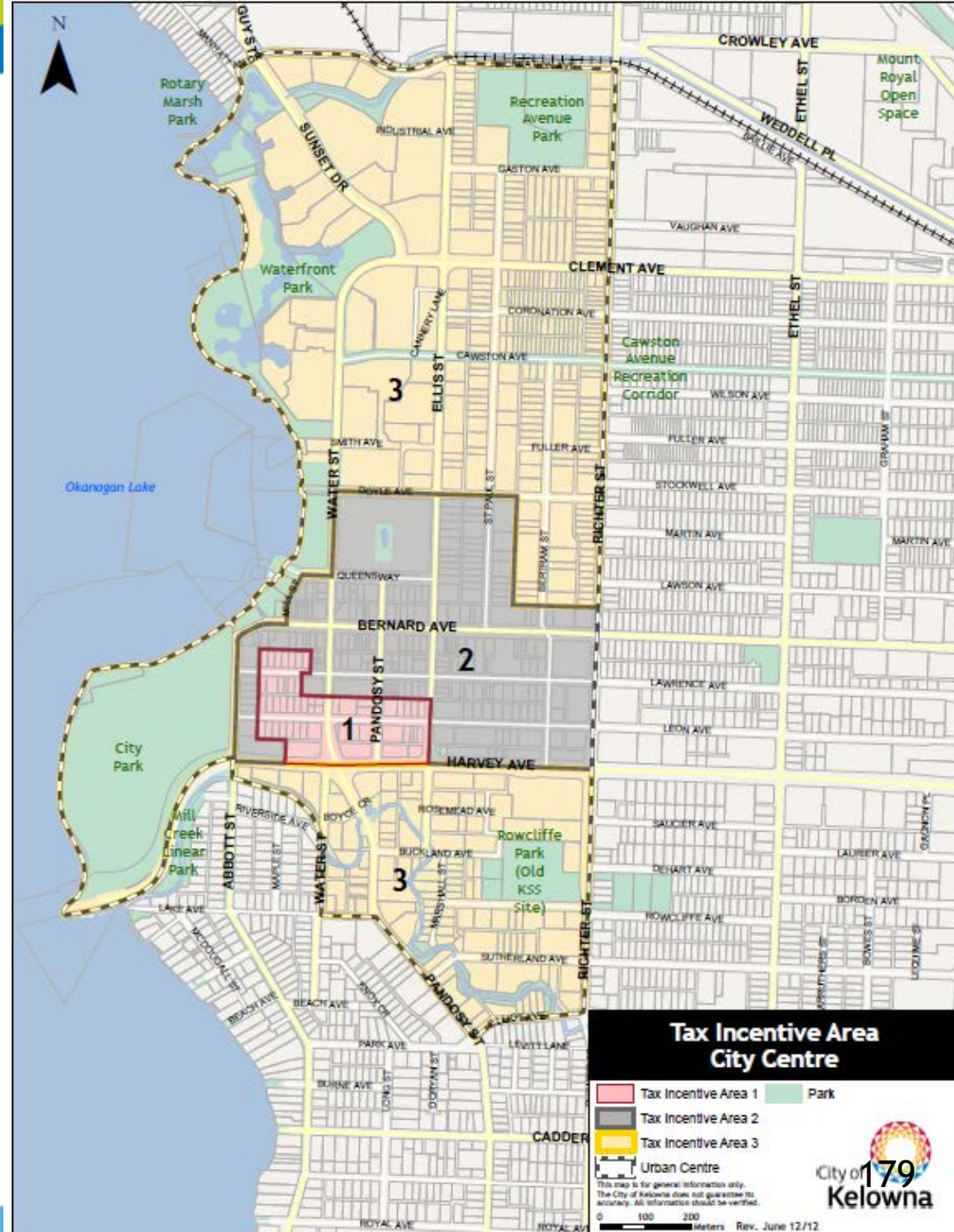
- ▶ Previous Council direction:
  - ▶ No changes to Rutland Tax Incentive Area
  - ▶ No changes to City Centre Tax Incentive Areas 1 & 2
  - ▶ No changes to tax exemption for rental housing
- ▶ Additional information on City Centre Tax Incentive Area 3

## BACKGROUND

- ▶ If development market is weak...
  - ▶ Incentive for new development
  - ▶ Long-term tax revenue increase
- ▶ If the development market is strong...
  - ▶ Incentive not needed
  - ▶ Lost revenue (\$909,900 for Area 3)
  - ▶ Capital needed for infrastructure

# BACKGROUND

- ▶ City Centre Tax Incentive Area 3
  - ▶ Largest area
  - ▶ Added in 2012
- ▶ Lowest level of incentive
  - ▶ Up to 50% of revitalization amount
  - ▶ Large buildings only
  - ▶ Cap of 200,000 ft<sup>2</sup>

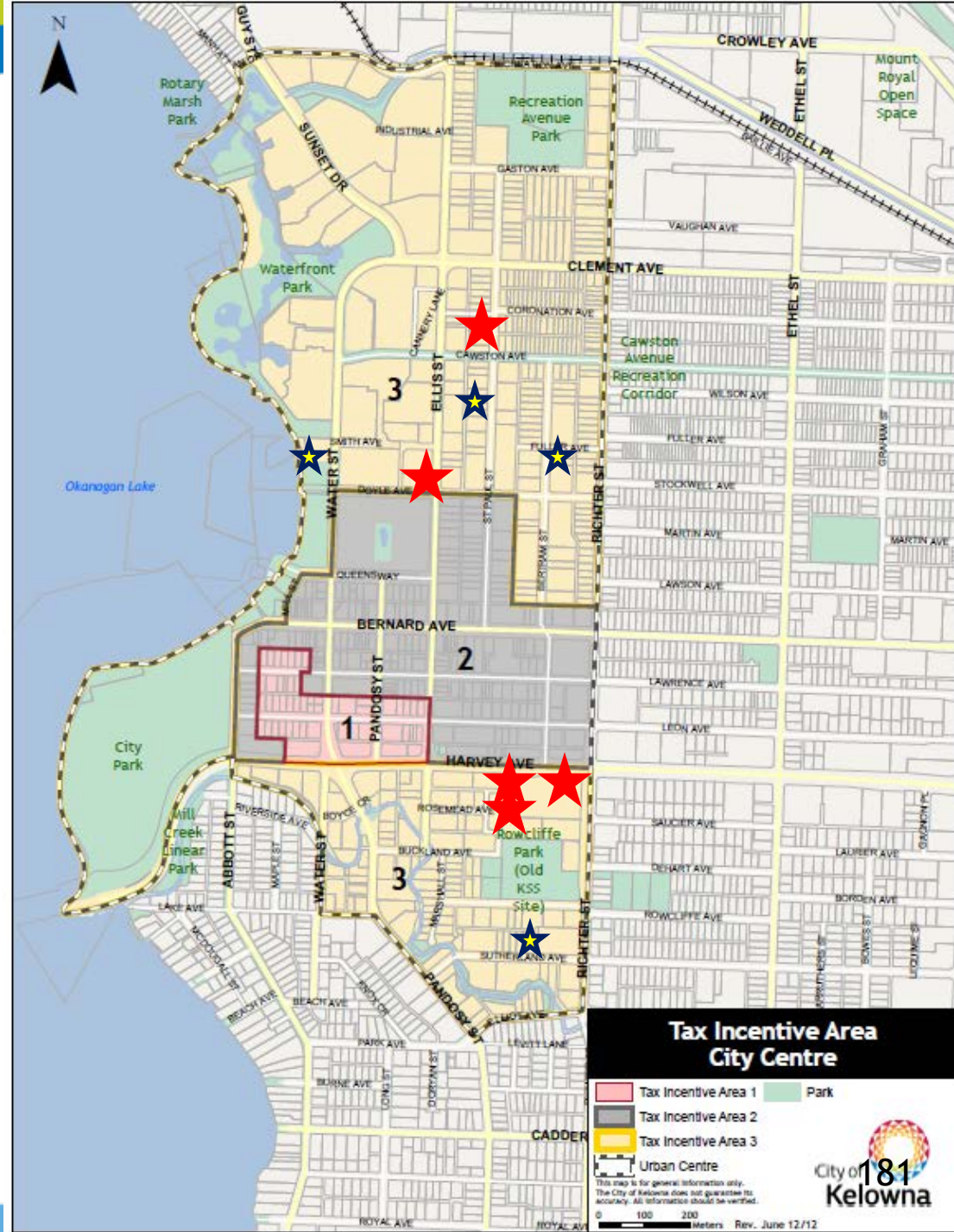


## BACKGROUND

- ▶ Status of Tax Incentive Area 3
  - ▶ 18,000 ft<sup>2</sup> unclaimed (of the 200,000 ft<sup>2</sup> cap)
  - ▶ Sole approx. 76,000 ft<sup>2</sup>
  - ▶ Okanagan Centre for Innovation approx. 106,000 ft<sup>2</sup>
  
- ▶ Partial exemption for next project



# DEVELOPMENT SITES



## DISCUSSION

- ▶ Tax Incentive Area 3 healthy
- ▶ Recent infrastructure investments
  - ▶ Bernard Avenue Revitalization
  - ▶ Stuart Park
  - ▶ Transit Exchange
- ▶ Financial cost of continuing

## RECOMMENDATION

- ▶ THAT Council directs staff not to extend the exemptions in Tax Incentive Area 3 beyond the existing 200,000 square foot threshold.
- ▶ Purpose-built rental housing

# MOVING FORWARD

- ▶ Ongoing monitoring and reporting





# Report to Council



**Date:** August 10, 2015  
**File:** 0600-30  
**To:** City Manager  
**From:** City Clerk  
**Subject:** Amendment to Sanitary Sewer Spec. Area No. 18 (Caramillo)

Report Prepared by: C.Boback, Legislative Coordinator

---

## **Recommendation:**

THAT Council receive the Certificate of Sufficiency dated July 23, 2015 regarding the Local Area Service Petition to add Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929 located at 589 Clifton Avenue to Sanitary Sewer Specified Area No. 18 (Caramillo);

AND THAT Bylaw No. 11125 being Amendment No. 1 to Sanitary Sewer Specified Area No. 18 (Caramillo) Bylaw No. 7724 be forwarded for reading consideration.

## **Purpose:**

To submit the Certificate of Sufficiency for the Local Area Service to add 589 Clifton Avenue to Sanitary Sewer Specified Area No. 18 (Caramillo).

## **Background:**

The property owners approached Staff regarding a sewer service connection to the sanitary main. The closest and more cost efficient location to connect to a sewer main is through the backyard of the subject property joining Sewer Specified Area No. 18. The property owner has hired a contractor to perform the works on both the public and private side of the property. City crews will oversee the service connection to sanitary main to assure procedures are followed correctly.

Under the *Community Charter*, to enlarge or reduce a Local Area Service (previously also known as a "Sewer Specified Area"), a petition is required. Staff received a valid petition form from the property owners on July 23, 2015. An amendment to Sanitary Sewer Specified Area No. 18 (Caramillo) Bylaw No. 7724 is required in order to add this subject property. Bylaw No. 11125 can now be forwarded for reading consideration. After the bylaw is adopted, the owner may proceed with the proposed work.

**Legal/Statutory Authority:**

Section 218 *Community Charter*, Enlargement or reduction of local service area

Section 211 *Community Charter*, Requirements for establishing a local area service

Section 212 *Community Charter*, Petition for local area service

**Legal/Statutory Procedural Requirements:**

Under the *Community Charter*, in order for petition forms for the proposed Local Area Service Enlargement to be considered valid, petitions must be received by the Officer responsible for Corporate Administration (the City Clerk) and must be certified as sufficient or not, according to the requirements of the legislation and presented to a Council.

**Considerations not applicable to this report:**

**Internal Circulation:**

**Existing Policy:**

**Financial/Budgetary Considerations:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

S. Fleming, City Clerk

Approved for inclusion:



(R. Mayne)

cc:

M. Friesen, Revenue

J. Angus, Utility Planning

**CITY OF KELOWNA**  
**CERTIFICATE OF SUFFICIENCY**

I hereby certify that sufficient petitions HAVE been received in relation to adding Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929 located at 589 Clifton Avenue for the enlargement of Sewer Specified Area No. 28 (Caramillo) Bylaw No. 7724.

Dated this 31<sup>st</sup> day of July, 2015.

\_\_\_\_\_  
S. Fleming, City Clerk

Description of Proposal	Number of Signatures from Valid Owners Required	Number of Valid Responses Received
Adding Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929 located at 589 Clifton Avenue for the enlargement of Sewer Specified Area No. 28 (Caramillo) Bylaw No. 7724.	1	1

# CITY OF KELOWNA

## BYLAW NO. 11125

### **Amendment No. 1 to Sanitary Sewer Specified Area No. 18 Bylaw No. 7724 (Caramillo)**

---

WHEREAS pursuant to the provisions of Section 218 of the *Community Charter* provides that Council may, by bylaw, reduce or enlarge the size of a local area service;

AND WHEREAS pursuant to the provisions of Section 211 of the *Community Charter*, and amendments thereto, states that the Council of the City of Kelowna must adopt a bylaw to establish a local area service and its cost recoveries;

AND WHEREAS pursuant to the provision of Section 212 of the *Community Charter*, the Council of the City of Kelowna has received a valid petition from the owners of Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929 located at 589 Clifton Road to be included in the City of Kelowna Sanitary Sewer Specified Area No. 18 Bylaw No. 7724;

AND WHEREAS the Municipal Officer assigned the responsibility for Corporate Administration for the City of Kelowna under Section 148 of the *Community Charter* has determined the sufficiency of the petition under the provisions of Section 212 of the *Community Charter*;

AND WHEREAS the provisions of Part 7, Division 5, of the *Community Charter* have been complied with;

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

1. THAT the servicing boundary of Local Service Area, formerly known as Sewer Specified Area No. 18 (Caramillo), established by Bylaw No. 7724, be amended by adding Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929.
2. AND THAT Bylaw No. 7724 being Sewer Specified Area No. 18 (Caramillo) be amended by deleting Schedule 'A' in its entirety and replacing it with a new Schedule 'A' as attached to and forming part of this bylaw.
3. AND THAT the owners are hereby authorized to provide, operate, maintain and to undertake and carry out, or cause to be carried out, the construction of the hook up to the sewer sewer.
4. AND FURTHER THAT the estimated cost of the work is \$1213.00 to be borne upon the owners of Lot 12, Section 31 & 32, Township 26, ODYD, Plan 20929 located at 589 Clifton Road prior to sanitary sewer connection.
5. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.



6. This bylaw shall be cited for all purposes as "Bylaw No. 11125, being Amendment No. 1 to Local Area Service (Sewer Specified Area) No. 18 Bylaw No. 7724 (Caramillo)".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# Schedule "A"



# CITY OF KELOWNA

## BYLAW NO. 11115

### A Bylaw to Rename a Portion of Quail Ridge Boulevard

---

WHEREAS the Municipal Council of the City of Kelowna deems it desirable for a portion of Quail Ridge Boulevard to be renamed Pier Mac Way in the City of Kelowna;

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

1. THAT the name of a portion of Quail Ridge Boulevard be changed to Pier Mac Way as outlined in Map "A" attached to and forming part of this bylaw;
2. This bylaw may be cited for all purposes as the "Renaming a Portion of Quail Ridge Boulevard to Pier Mac Way Name Change Bylaw No. 11115".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

Map "A"

