

# REPORT TO CHC



**Date:** 8/27/2014  
**RIM No.** 1240-30  
**To:** Community Heritage Committee  
**From:** Urban Planning Department (AC)  
**Application:** HRA14-0001 **Owner:** Alan Monk & Diana Monk  
**Address:** 2056 Pandosy St **Applicant:** Alan Monk & Diana Monk  
**Subject:** Heritage Revitalization Agreement  
**Existing OCP Designation:** S2RES - Single / Two Unit Residential  
**Existing Zone:** RU1 - Large lot Housing

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## 1.0 Recommendation

THAT the CHC recommend that Council rescind Bylaw No. 8753 which would dissolve the Heritage Revitalization Agreement, for the property legally known as Lot 2, Block 8, District Lot 14, ODYD, Plan 348, Except Plan KAP77340, located at 2056 Pandosy Street, Kelowna, BC.

## 2.0 Purpose

To rescind a Heritage Revitalization Agreement (HRA) on the subject property in order to eliminate the commercial uses identified in the HRA and restore the residential use of the property through the underlying RU1 zone.

## 3.0 Urban Planning

An HRA was adopted by Council in 2001 on the subject property expanding the permitted uses to include "a counseling and care facility for individuals suffering from mental conditions such as eating disorders and depression." The intention was for Interior Health Authority (IHA) to operate the facility.

Since 2011, IHA have not operated the building and Staff have fielded three official inquiries requesting an expansion of commercial uses on the subject property. Consistently the message to inquirers has been this HRA cannot be amended as it does not conform with the current Heritage Regulations set out in the *Local Government Act*. Specifically, the property is not recognized as a heritage building on the City of Kelowna's Heritage Register and this is a prerequisite for HRA eligibility. The fact that the property is located in the Heritage Conservation Area does not result in eligibility for an HRA.

Based on this information, the property should not have been eligible for an HRA as it does not have the required level of heritage recognition and it is not possible to amend the agreement to add additional uses to the HRA. Staff have recommended that the HRA be dissolved and the

property revert back to the residential uses identified in the RU1 zone as supported by the Heritage Design Guidelines and the Official Community plan. This is what the current owner wishes to do.

Further, the HRA was adopted by Council but never registered on title and therefore the current owner was not aware of the office use restriction.

#### 4.0 Proposal

##### 4.1 Project Description

The applicant wishes to convert the office space in their home to residential living space.

##### 4.2 Site Context

The subject property is within Heritage Conservation area and is surrounded by a single family context with the predominant zoning classification as RU1 - Large Lot Housing zone. The subject property is designated as an 'Early Suburban' and the dominant block style is identified as 'Arts & Crafts (late)'.

Subject Property Map: 2056 Pandosy St



**Legend:**

- Heritage Conservation Area
- Properties on the Kelowna Heritage Registry
- Properties with a Heritage Revitalization Agreement



## 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.

## 6.0 Technical Comments

None

## 7.0 Application Chronology

Date of Application Received: August 1<sup>st</sup> 2014

### Report prepared by:



Adam Cseke, Planner

### Reviewed by:



Lindsey Ganczar, Urban Planning Supervisor

### Attachments:

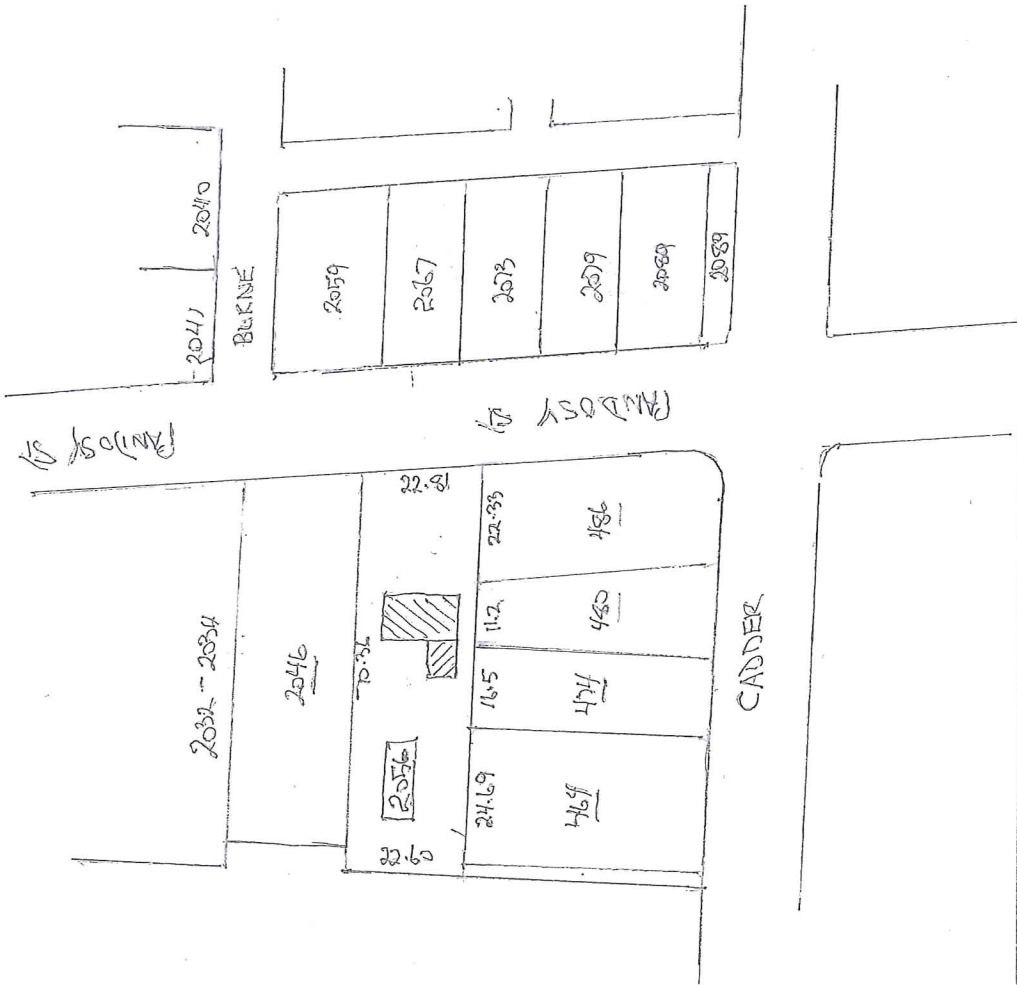
Attachments

Heritage Revitalization Agreement Authorization Bylaw

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

**SCHEDULE Attachments**  
 This forms part of development  
 Permit # HRA/14-0001

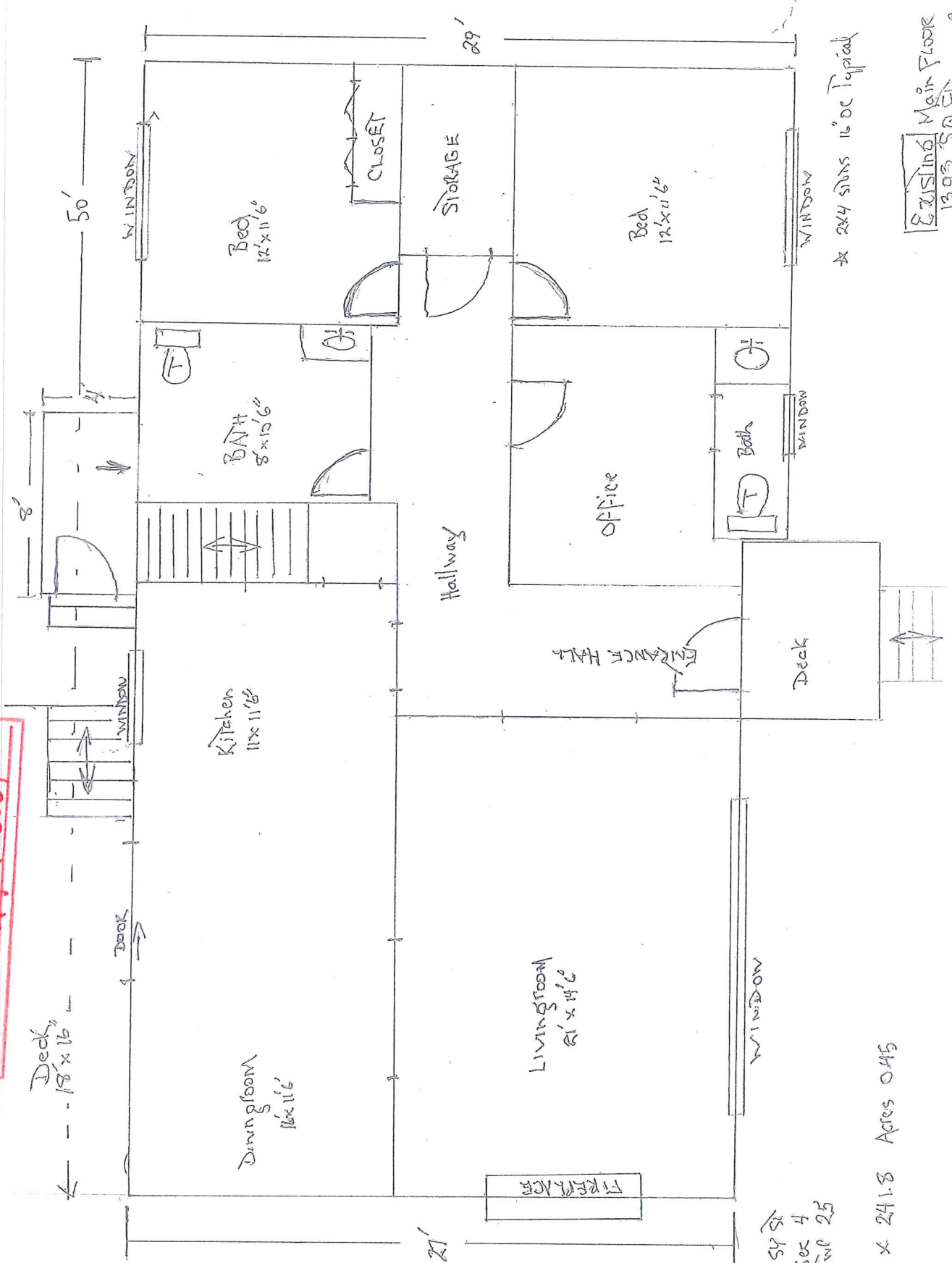


2056 PANDOSY ST  
 LOT 2 Set 4  
 BLK 8 TWP 28  
 PLAN 875  
 LOT 77.8X 241.8 = 0.415 acres



ROAD ACCESS

**SCHEDULE Attachments**  
This forms part of development  
Permit # HRA14-0001



\* 2x4 SLATS 16" OC TYPICAL

EXISTING Main Floor  
1393 SQ FT  
12' x 11'6"

2056 PANDOSY ST  
LOT 2 SEC 4  
BLK 8 TRP 25  
PLAN 318

LOT 74.8 x 241.8 Acres 0.45

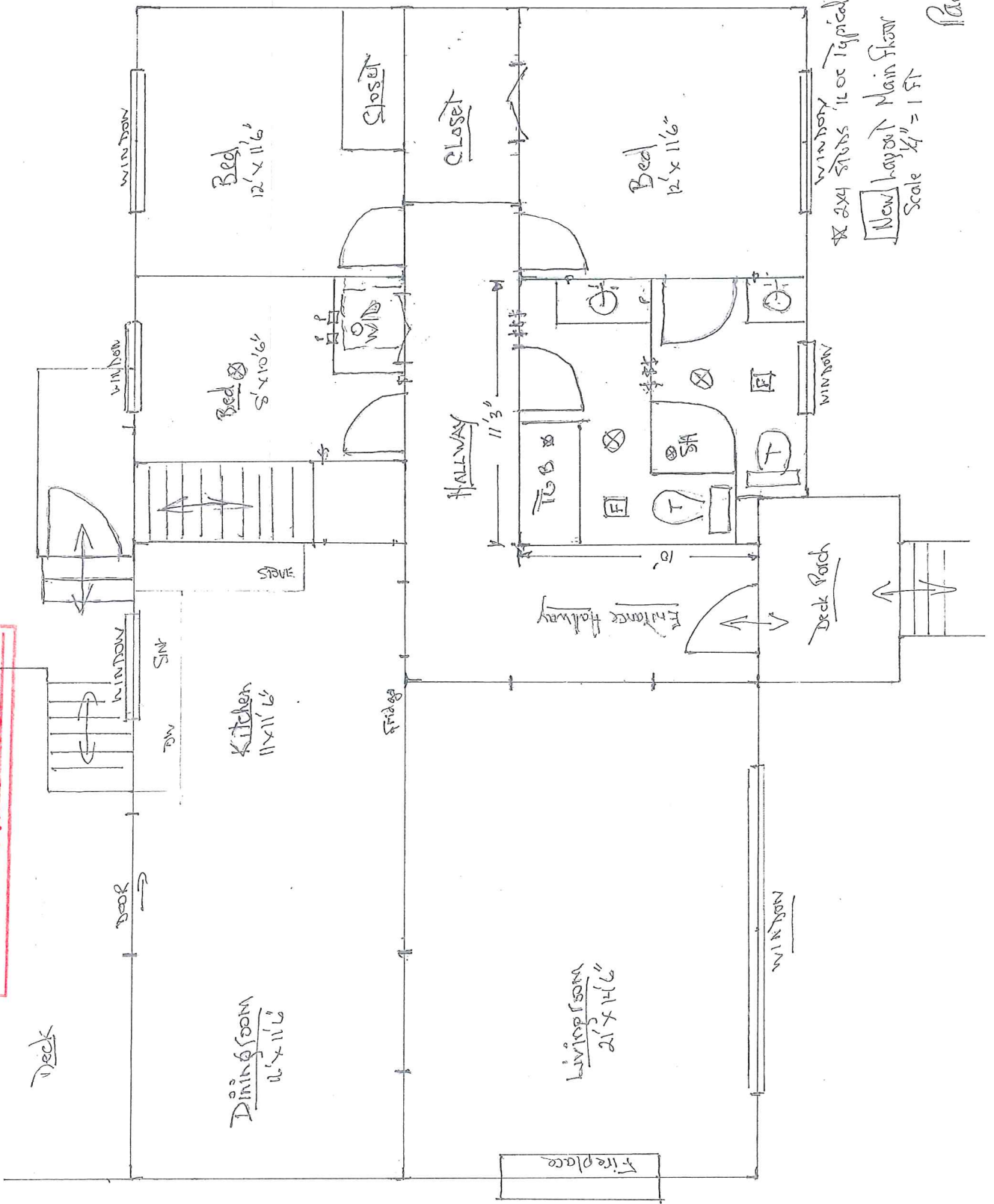
2011

Road Access Existing

**SCHEDULE Attachments**

This forms part of development

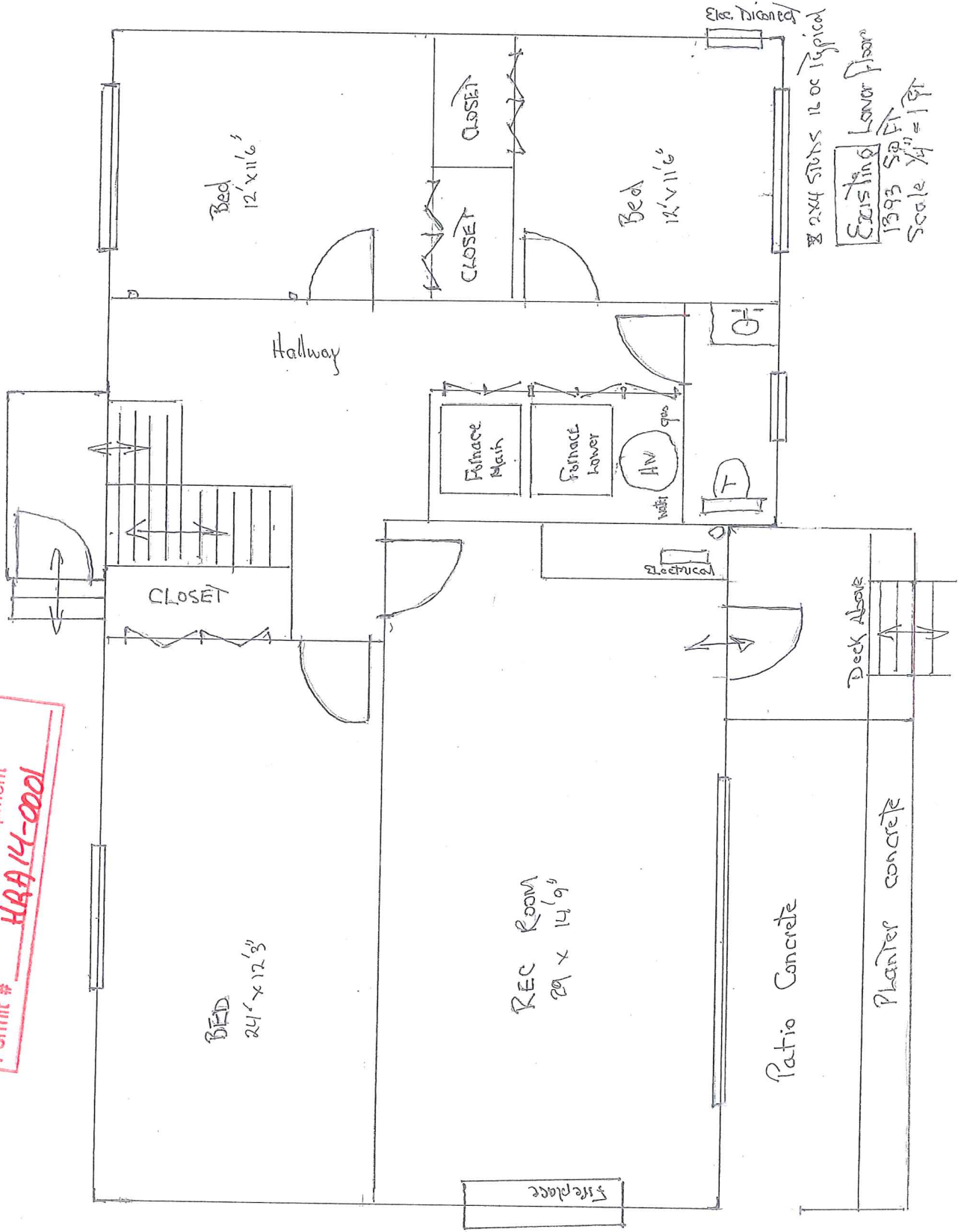
Permit # **HA14-0001**



Window 2x4 studs 16oc typical

New layout Main Floor 12' x 11'3"  
Scale 1/4" = 1 FT

**SCHEDULE Attachments**  
 This forms part of development  
 Permit # **HRA 14-0001**

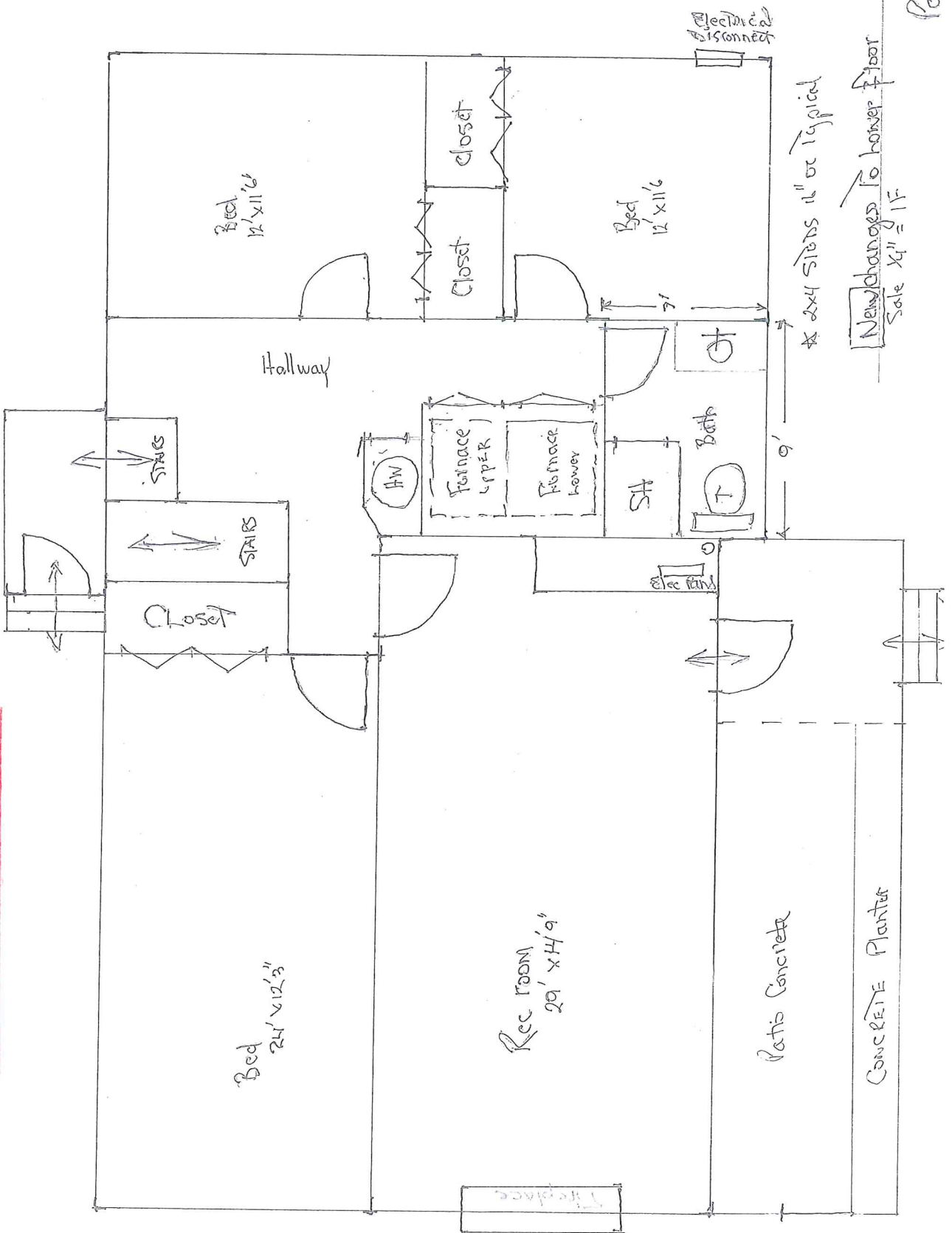


Existing Lower Floor  
 1993 S.F.  
 Scale 1/4" = 1'-0"



Road Access Existing

**SCHEDULE Attachments**  
 This forms part of development  
 Permit # **YRA14-0001**



\* 2x4 STAIRS 11" or Typical

New changes to house floor  
Sale X1" = 11'

# CITY OF KELOWNA

## BYLAW NO. 8753

### Heritage Revitalization Agreement Authorization Bylaw – 2056 Pandosy Street

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WHEREAS a local government may, by bylaw, enter into a heritage revitalization agreement with the Owner of property which Council deems to be of heritage value pursuant to section 966 of the *Local Government Act*;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Heritage Revitalization Agreement with City of Kelowna for the property known as 2056 Pandosy Street, Kelowna, B.C.;

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

1. The Municipal Council authorizes a Heritage Revitalization Agreement between the City of Kelowna and Park Avenue Properties Inc. for the property located at 2056 Pandosy Street, Kelowna, B.C., and legally described as:

Lot 2 Block 8 District Lot 14 O.D.Y.D. Plan 348

in the form of such Agreement attached to and forming part of this bylaw as Schedule "A".

2. The Mayor and City Clerk are hereby authorized to execute the attached agreement, as well as any conveyances, deeds, receipts and other documents in connection with the attached agreement, and to affix the corporate seal of the City of Kelowna to same.

Read a first time by the Municipal Council this 13<sup>th</sup> day of November, 2001.

Considered at a Public Hearing this 27<sup>th</sup> day of November, 2001.

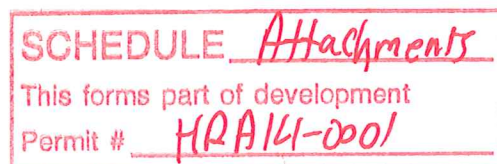
Read a second and third time by the Municipal Council this 3<sup>rd</sup> day of December, 2001.

Approved under The Highways Act this 30<sup>th</sup> day of November, 2001.


R.M. CLIFFORD


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(Approving Officer - Ministry of Transportation & Highways)



Adopted by the Municipal Council of the City of Kelowna this 10<sup>th</sup> day of December, 2001.

  
\_\_\_\_\_  
Mayor

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

SCHEDULE Attachment B  
This forms part of development  
Permit # HRA14-0001



**SCHEDULE "A"**  
**HERITAGE REVITALIZATION AGREEMENT**

DOCUMENT APPROVAL			
Document No. HRA01-011			
Cir	Department	Date	Init.
AB	Planning	December	AB
SM	Wrks. & Util.		
JW	Building		
DS	City Clerks		

THIS AGREEMENT dated as of the 12<sup>TH</sup> day of December, 2001.

BETWEEN:

CITY OF KELOWNA, a Municipal Corporation having offices at  
1435 Water Street, Kelowna, British Columbia V1Y 1J4

(herein called the "CITY")

AND:

Park Avenue Properties Inc.  
Inc No. 467513  
#200 – 1465 Ellis St.  
Kelowna, BC  
V1Y 2A3

(herein called the "OWNER")

WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement with the Owner of property identified as having heritage value, pursuant to Section 966 of the *Local Government Act*;

AND WHEREAS the Owner owns certain real property on which is situated a building of heritage value, pursuant to the Heritage Register, which property and building are located at 2056 Pandosy Street, Kelowna, British Columbia and legally described as:

Parcel Identifier: 012-494-445  
Lot 2, Block 8, D.L. 14, O.D.Y.D., Plan 348

(herein called the "Heritage Lands")

AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the Heritage Lands and has voluntarily and without any requirement by the City, entered into this agreement pursuant to Section 966 of the *Local Government Act*;

SCHEDULE Attachments  
 This forms part of development  
 Permit # HRA14-0001

AND WHEREAS the Heritage Lands is subject to Section 54(2) of the *Highway Act* and accordingly the approval of the Minister of Transportation & Highways is required pursuant to Section 966(6)(b) of the *Local Government Act*;

AND WHEREAS a local government must hold a Public Hearing on the matter before entering into or amending a Heritage Revitalization Agreement if the agreement or amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Heritage Lands and for these purposes Section 890 through 894 of the *Local Government Act* apply;

AND WHEREAS within thirty days after entering into or amending a Heritage Revitalization Agreement the local government must file a notice in the Land Title Office in accordance with Section 976 of the *Local Government Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 977 of the *Local Government Act*;

NOW THEREFORE in consideration of the mutual promises contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 Heritage Revitalization**

- 1.1 The parties agree that the Heritage Lands has heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of the building located on the Heritage Lands.
- 1.2 The parties agree that the Heritage Lands may, notwithstanding the RU1-Large Lot Housing zoning on the Heritage Lands, be used for the following permitted uses within the Heritage Building on the identified Heritage Lands:

A counselling and care facility for individuals suffering from mental conditions such as eating disorders and depression, provided that;

(a) Hours of Operation - The hours of operation would be Monday through Friday, 8:00 am to 7:00 pm,

(b) Number of Staff and Clients - No more that 20 clients will be on the premises at a time. In addition there will be no more that five (5) staff persons on the premises at any given time. The proposed facility will provide no overnight service to its client base,

(c) Parking - (see attached plan) - All parking shall be on-site and accommodate up to eight (8) vehicles, including one handicapped parking space. The parking area shall be surfaced with an impervious hard surface of asphalt, concrete or similar pavement, except for stalls #1 & #2 which are to be finished with concrete paving blocks.

(d) Signage - signage shall be limited to a 15" x 30" white board attached to the house (see attached).

(e) Storage - All storage shall be confined to within the existing buildings.

SCHEDULE Attachments  
This forms part of development  
Permit # HRA14-0001



- 1.3 The parties agree that, except as varied or supplemented by the provisions of this agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the Heritage Lands.

## 2.0 Proposed Development

The Owner agrees to restore the exterior of the existing Building on the Heritage Lands in general accordance with the design proposal attached hereto as Schedule 1, and forming part of this agreement, which restoration shall include, but not be restricted to the following:

- (a) construction of the wheelchair accessible ramp in accordance with BC Building Code requirements;
- (b) new exterior paint ;

(herein after called the "Restoration Works")

- 2.1 The Restoration Works shall be done in accordance with the City of Kelowna Building Bylaw No. 7245 and the British Columbia Building Code, and shall include the following:

- (a) wheelchair access to the building; and
- (b) wheelchair accessible washrooms.

- 2.2 The Owner agrees to undertake, complete, and maintain landscaping on the subject property in general accordance with the landscape plan attached hereto as Schedule 2, and forming part of this agreement, including the planting of trees along the west (rear) property line that are 2.4 m high at time of planting.

(herein after called the "Landscaping Works")

- 2.3 The Owner agrees to provide and pay for all servicing required by the proposed development of the Heritage Lands and to provide required bonding for same, including, but not limited to: domestic water and fire protection, sanitary sewer, storm drainage, road improvements, road dedications and statutory rights-of-way for utility servicing, power and telecommunication services and street lighting all as described in Schedule 3 - "Required Works and Services", attached hereto and forming part of this agreement.

(herein after called the "Servicing Works")

## 3.0 Commencement and Completion

- 3.1 The Owner agrees to commence the Restoration Works, Landscaping Works, and Servicing Works forthwith upon adoption of City of Kelowna Heritage Revitalization Agreement Authorization Bylaw No. 8753 and to complete the Works no later than August 1, 2002.





**4.0 Damage or Destruction**

4.1 In the event that the Heritage Building is damaged, the parties agree as follows:

(a) The Owner may repair the Heritage Building in which event the Owner shall forthwith commence the repair work and complete same within one year of the date of damage;

OR, in the event that the Heritage Building is destroyed,

(b) The City will, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 890 through 894 of the *Local Government Act*, cancel this agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

**5.0 Breach**

5.1 In the event that the Owner is in breach of any term of this Agreement, the City may give the Owner notice in writing of the breach and the Owner shall remedy the breach within 30 days of receipt of the notice. In the event that the Owner fails to remedy the breach within the time allotted by the notice, the City may by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 890 through 894 of the *Local Government Act* cancel this Agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

**6.0 Amendment**

6.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:

(a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site;

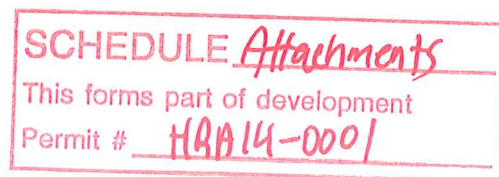
(b) By Heritage Alteration Permit (HAP), issued pursuant to Section 972 of the *Local Government Act*.

**7.0 Representations**

7.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises or agreements expressed or implied, other than those expressly contained in this Agreement.

**8.0 Statutory Functions**

8.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Heritage Lands.



A handwritten signature in black ink, appearing to be "J. [unclear]".

12.0 No Partnership or Agency

12.1 The parties agree that nothing contained herein creates a relationship between the parties of partnership, joint venture or agency.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

CITY OF KELOWNA  
by its authorized signatories

Walter Gray  
(E. Walter Gray, Mayor)

David L. Shipclerk  
(David L. Shipclerk, City Clerk)

Park Avenue Properties Inc.  
Signed by Mr. Kevin Bird in  
the presence of:

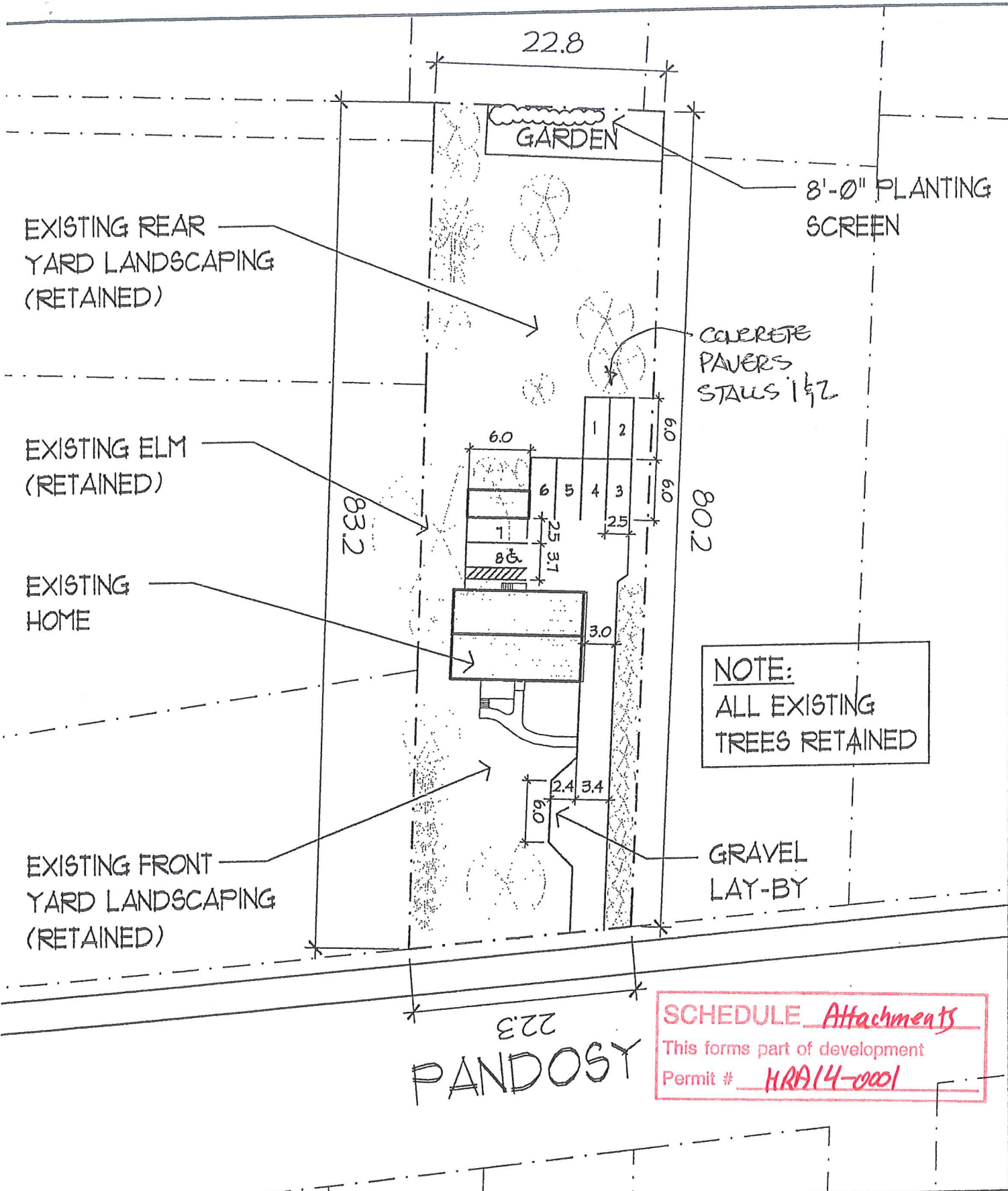
KEITH FUNK  
Witness (print name)

1450 PANDOSY ST.  
Address

LAND USE PLANNER  
Occupation

PARK AVENUE PROPERTIES INC.  
Pres: Kevin Bird PRESIDENT.  
Mr. Kevin Bird

SCHEDULE Attachments  
This forms part of development  
Permit # HRA14-0001



**NOTE:**  
ALL EXISTING  
TREES RETAINED

**SCHEDULE Attachments**  
This forms part of development  
Permit # HR14-0001

22.3  
**PANDOSY**

DRAWN:	PROJECT No:
DESIGN: KF	P1.0
CHECKED:	
SCALE: 1:500	

**SITE PLAN**

PROJECT No: 1206  
DATE: DECEMBER 4, 2001  
SHEET TITLE:

**NEW TOWN**  
PLANNING SERVICES  
INC.

**PANDOSY HRA**  
2056 PANDOSY

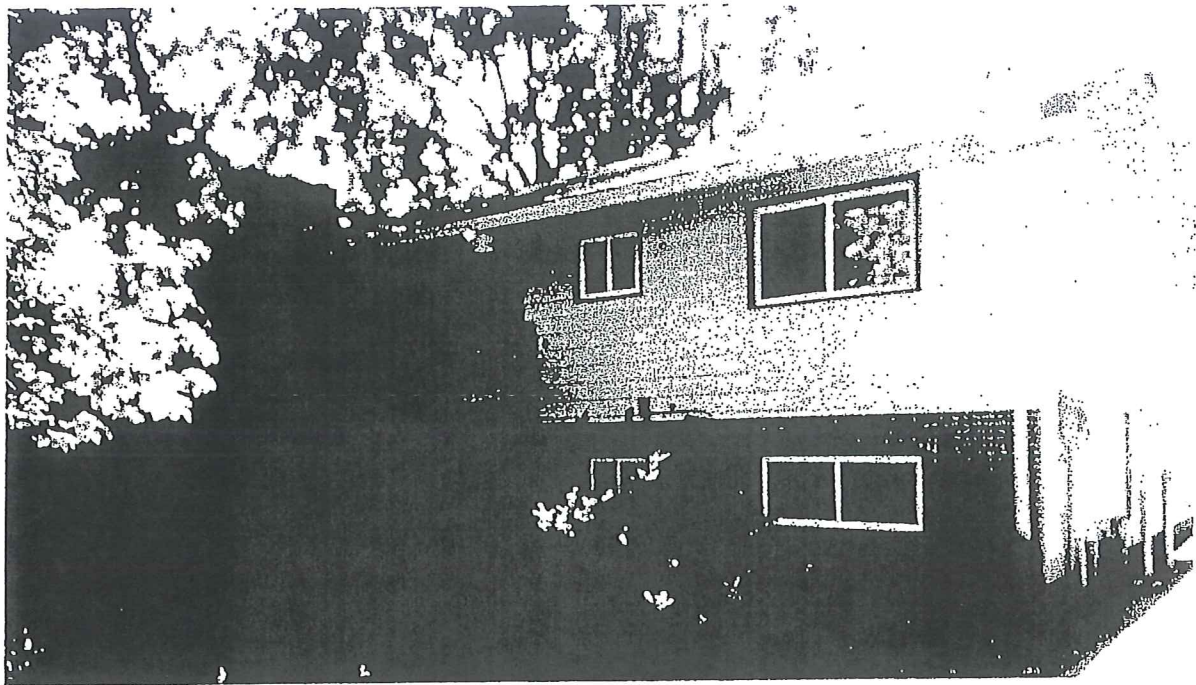
SCHEDULE 1 Pg 1 of 3

PROJECT:

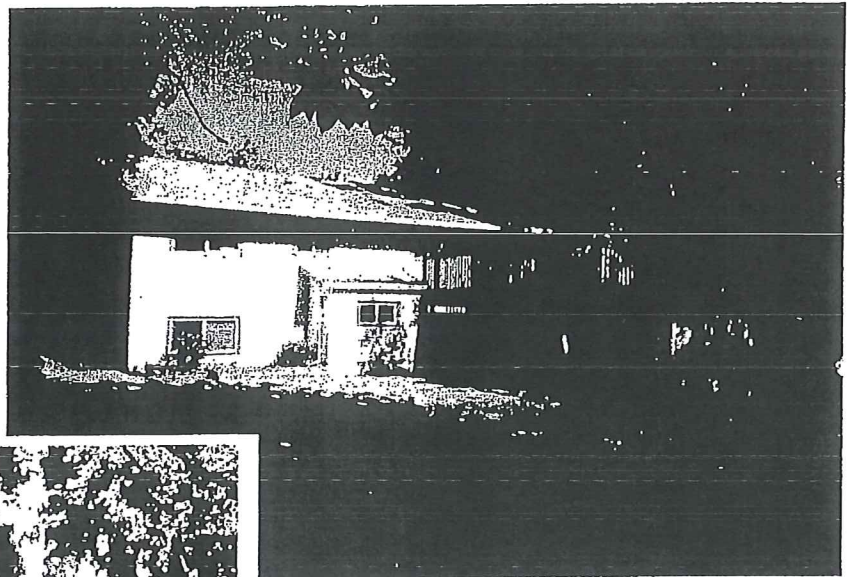


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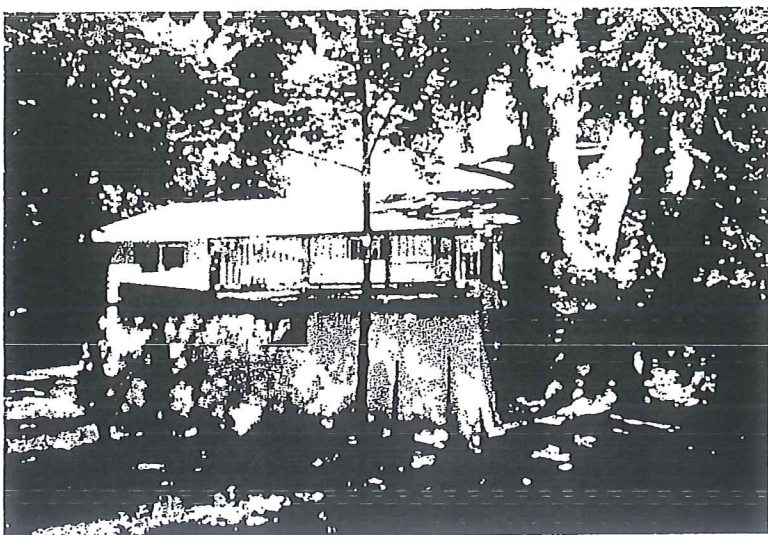




SOUTH (FRONT) AND NORTH ELEVATIONS



REAR ELEVATION

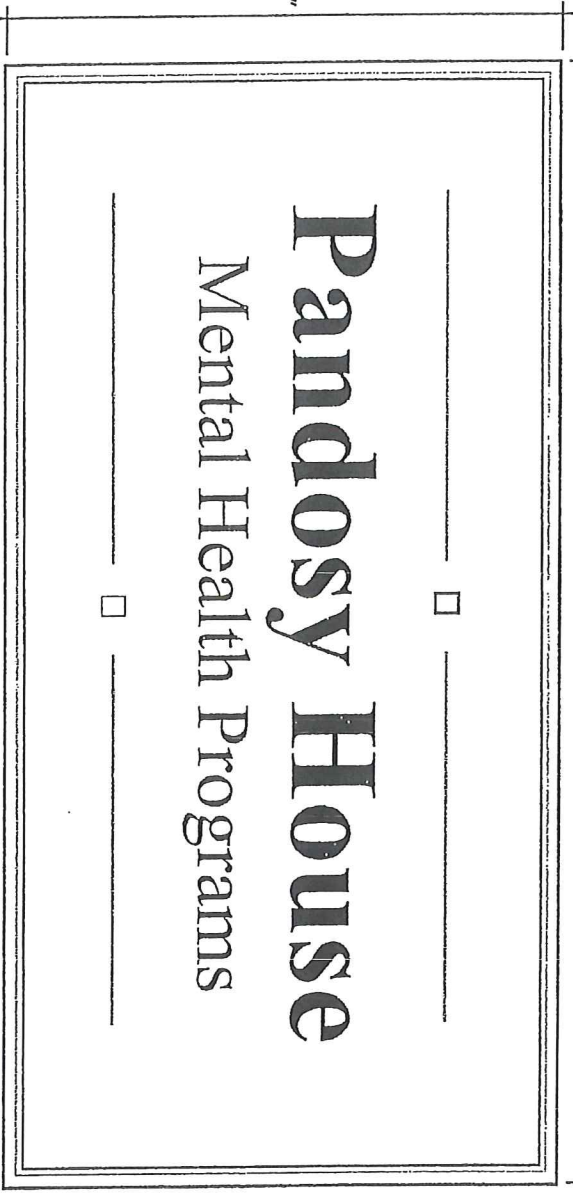


REAR & SIDE ELEVATION

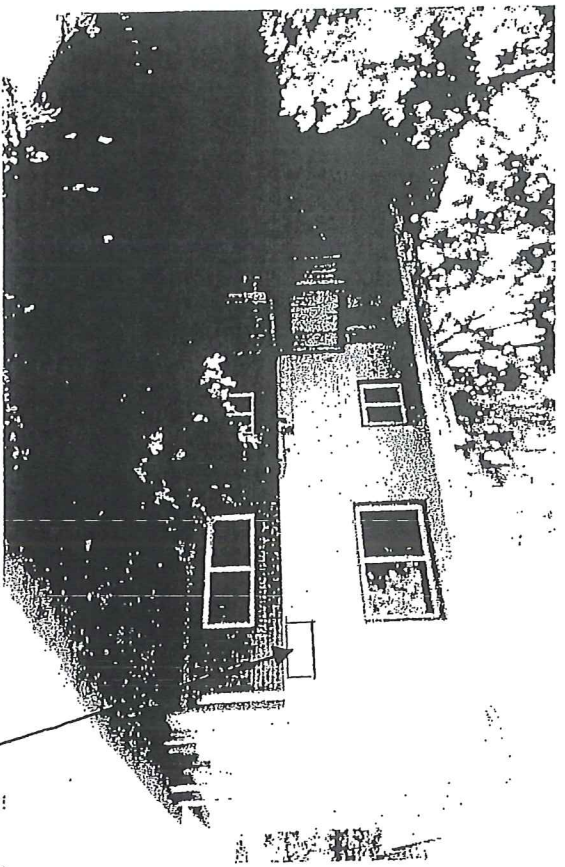
SCHEDULE *Attachments*  
This forms part of development  
Permit # *HRA14-0001*

30"

15"



Proposed Pandosy House Sign



Proposed Pandosy House Sign Location on Front Elevation

SCHEDULE *Attachments*  
 This forms part of development  
 Permit # *HR14-0001*

Heritage Revitalization Agreement  
 2056 Pandosy Street

Proposed Signage

The identifying sign is 30"x15" with  
 coloured  
 lettering on white board mounted on  
 the white siding as shown in the  
 photograph.



EXISTING REAR  
YARD LANDSCAPING  
(RETAINED)

EXISTING ELM  
(RETAINED)

EXISTING  
HOME

EXISTING FRONT  
YARD LANDSCAPING  
(RETAINED)

22.8

GARDEN

8'-0" PLANTING  
SCREEN

CONCRETE  
PAVERS  
STALLS 1 1/2

80.2

83.2

6.0

6

1

8'

3.0

2.4

6.0

3.4

2

6.0

3

2.5

3.0

3.4

**NOTE:**  
ALL EXISTING  
TREES RETAINED

GRAVEL  
LAY-BY

**SCHEDULE Attachments**

This forms part of development  
Permit # HRA14-0001

22.3  
**PANDOSY**

**SITE PLAN**

DRAWN:	PROJECT No:
DESIGN: KF	P1.0
CHECKED:	
SCALE:	1:500

**NEW TOWN**  
PLANNING SERVICES  
11 N. O.

160 Parkway Street, Katonah, N.C. 27173  
Tel: 756-960-9395 - Fax: 756-960-9395  
e-mail address: arch@newtownplanning.com

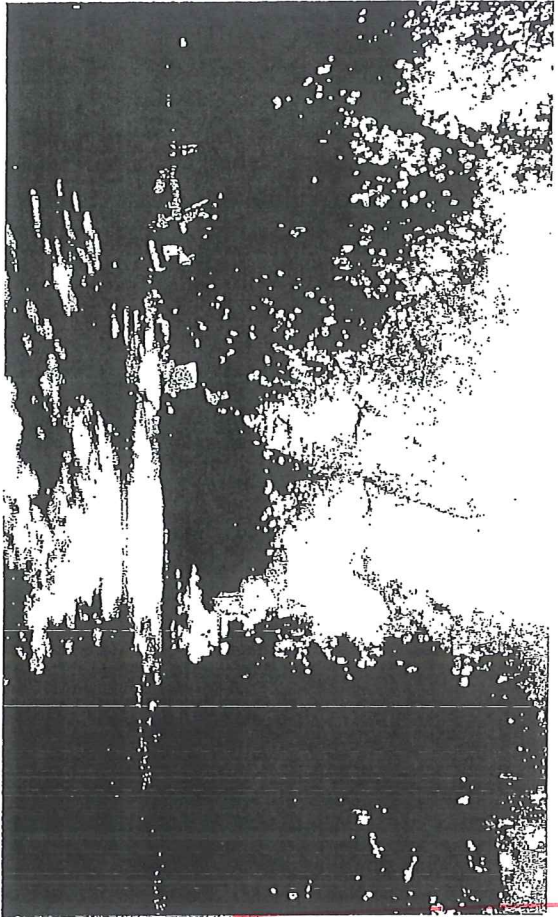
PROJECT No: 1206  
DATE: DECEMBER 4, 2001  
SHEET TITLE:

**PANDOSY HRA**  
2056 PANDOSY  
SCHEDULE 2 pg 1 of 2

PROJECT:

REVISIONS:

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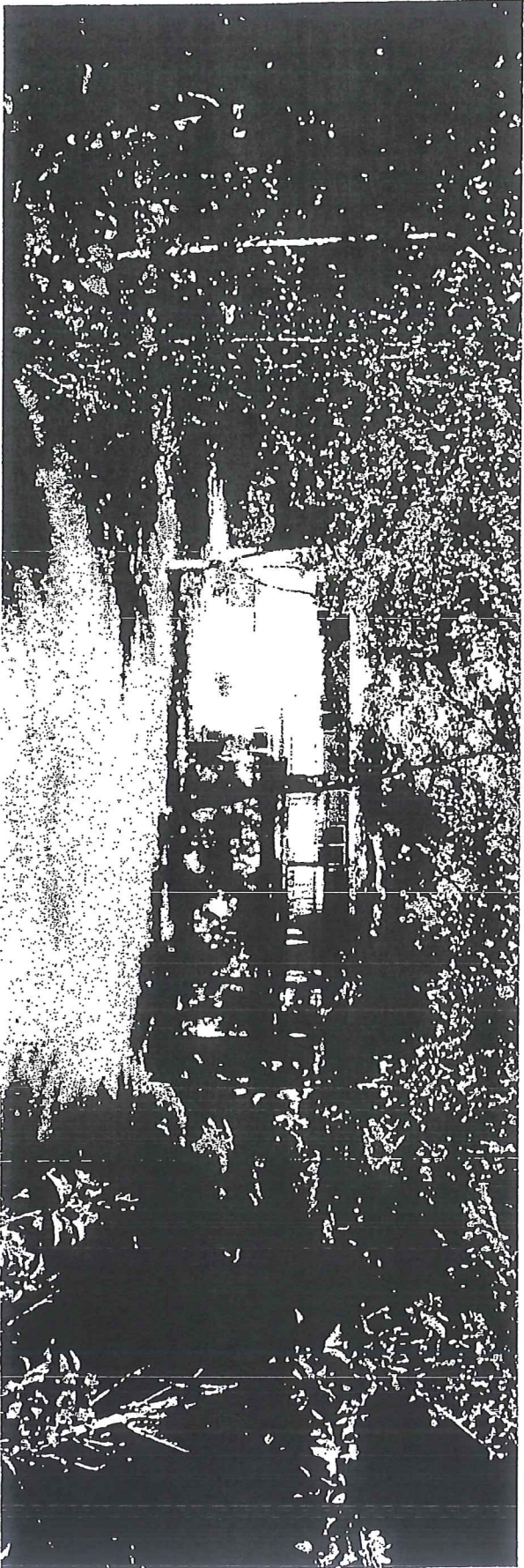
Front Yard Viewed From Pandosy Street

SCHEDULE *Attachments*  
This forms part of development  
Permit # *KRA14-0001*

Heritage Revitalization Agreement  
2056 Pandosy Street

LANDSCAPING PLANNING

Existing landscaping is to be retained in both the front and rear yard areas. The lot is well landscaped with mature trees. All trees will be retained and the established yard quality will be sustained.



Rear Yard Viewed from West Property Line



# SCHEDULE 3 - SERVICING WORKS

## CITY OF KELOWNA

### MEMORANDUM

CITY OF KELOWNA PLANNING DEPT - RECEIVED	
OCT 24 2001	
Director _____	Gen. Mgr. _____
C. P. Mgr. _____	L. P. Mgr. _____
S. P. Mgr. _____	App. Officer _____

**Date:** October 24, 2001  
**File No.:** HRA01-011  
**To:** Planning & Development Services Department  
**From:** Development Engineering Manager  
**Subject:** 2056 Pandosy Street (Lot 2 Plan 348)

The Works & Utilities Department have the following requirements associated with this development application.

1. Domestic Water and Fire Protection
  - (a) During the Pandosy Street Upgrading this lot was serviced with a 50mm diameter water service. Collect \$1,500.00 for this service.
  - (b) A water meter is mandatory for this development and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost.
  - (c) If there is to be landscaping on the site, the developer must also purchase an irrigation sewer credit meter from the City and prepare a meter setter at his cost.
2. Sanitary Sewer
  - (a) There is an existing 100mm-diameter sanitary sewer service to the proposed facility that may be retained. If a larger service is required it can be provided at the applicant's cost.
3. Storm Drainage
  - (a) There is no existing storm drainage service for this lot.
  - (b) The developer must engage a consulting civil engineer to provide a storm water management plan for this site which meets the requirements of the City Storm Water Management Policy and Design Manual. The plan must accommodate the requirements to contain a 1 in 10-year storm event within pipes and identify overland drainage routes for a 100-year storm event with consideration for upstream water sources and downstream facility upgrading and/or provision of storm water retention facilities. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), storm water services for each lot created and/or on-site drainage containment and disposal systems. The on-site drainage system may be connected to the street drainage system with an overflow service at the developer's cost, with approval from the City drainage engineer.

**SCHEDULE Attachments**  
This forms part of development  
Permit # HRA 14-0001

4. Road Improvements

(a) Pandosy Street was upgraded recently to the ultimate curb alignment; but the sidewalk and boulevard require modifications. This includes removal and replacement of the existing sidewalk to the ultimate location and boulevard changes to match the new sidewalk alignment. It is necessary for the development to pay one-time cash payment of \$6,400.00 for this work. The City of Kelowna will complete this work at a later date.

5. Road Dedication and Subdivision Requirements

By registered plan to provide the following:

(a) Dedicate 3.20 meter widening of Pandosy Street fronting this property.

(b) Grant statutory right-of-way(s) if required for utility services.

6. Electric Power and Telecommunication Services

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

7. Street Lighting

Ornamental street lighting including underground ducts must be installed on all roads fronting on the proposed development. The cost of this requirement is included in the roads upgrading item.

8. Engineering

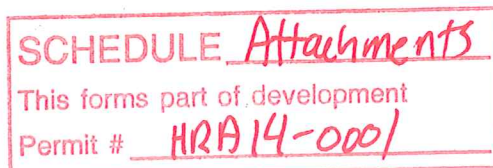
Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the City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

9. Geotechnical Report

Not required for building renovation purposes.

10. Survey Monuments and Iron Pins

If any legal survey monuments or property iron pins are removed or disturbed during construction, the developer will be invoiced a flat sum of \$1,200.00 per incident to cover the cost of replacement and legal registration. Security bonding will not be released until restitution is made.



11. Levy Summary

(a) <u>Levies</u>	Water Service	\$1,500.00
	Road Improvements	<u>\$6,400.00</u>
	<b>Total Levies</b>	<b><u>\$7,900.00</u></b>

12. Development Permit and Site Related Issues

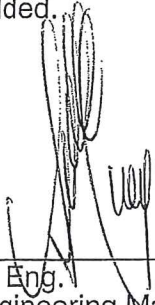
(a) The development will be required to contain and dispose of site generated storm water on the site by installing a ground recharge system consisting of drywells and perforated pipe bedded in drain rock.

(b) Access and Manoeuvrability

The site plan should illustrate the ability of an SU-9 vehicle to manoeuvre onto and off-site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles, the site plan should be modified and illustrated accordingly.

13. Administration Charge

An administration charge will be assessed for processing of this application, review and approval of engineering designs and construction inspection. The administration charge is calculated as 3% of the total off-site construction costs, not including design. 7% GST will be added.



Steve Muenz, P. Eng.  
Development Engineering Manager

cc: Permits & Plan Checking Supervisor (JW)

**SCHEDULE Attachments**  
This forms part of development  
Permit # HRA 14-0001