



## AGENDA - VICTORIA CITY COUNCIL

Thursday, July 10, 2025

COUNCIL CHAMBERS - 1 CENTENNIAL SQUARE, VICTORIA BC

To be held immediately following the Committee of the Whole Meeting

The City of Victoria is located on the homelands of the Songhees Nation and Xwsepsum Nation

Pages

### A. TERRITORIAL ACKNOWLEDGEMENT

### B. INTRODUCTION OF LATE ITEMS

### C. APPROVAL OF AGENDA

### D. CONSENT AGENDA

### E. REPORTS OF COMMITTEE

#### E.1 Committee of the Whole

##### E.1.a Report from the June 26, 2025 Committee of the Whole Meeting

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[Link to the June 26, 2025 Committee of the Whole Agenda](#)

##### E.1.a.a BC Hydro - Victoria to Esquimalt and Victoria to Saanich Cable Replacement Projects

##### E.1.a.b Council Member Motion: Expediting Housing and Support for People Sheltering Downtown

##### E.1.b Report from the July 12, 2025 Committee of the Whole Meeting

*Placeholder for time-sensitive items pending approval at the July 12, 2025 Committee of the Whole meeting.*

### F. BYLAWS

#### F.1 Amendment Bylaw for Five Year Financial Plan Bylaw, 2025

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A report recommending:

- 1st, 2nd, and 3rd readings of:
  - 2025 Five Year Financial Plan Bylaw, 2025, Amendment Bylaw (No. 1), No. 25-052

**F.2      Bylaw for 1042 Richardson: Housing Agreement**

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**Adoption of:** Housing Agreement (1042 Richardson Street) Bylaw (2025), No. 25-050

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 1042 Richardson Street, Victoria, BC.

**F.3      Bylaw for 131, 135, and 139 Menzies Street: Rezoning Application No. 00823 and associated Development Permit with Variances Application No. 00210**

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[Link to the December 12, 2024 Committee of the Whole meeting](#)

- **Adoption of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1358), No. 25-018
- **Approval of:**
  - Development Permit with Variances application No. 00210

The application proposes to rezone from the R-2 Zone, Two Family Dwelling District to a new site-specific zone to increase the density to 1.99:1 floor space ratio and allow for a four-storey mixed-use building with commercial on the ground floor and rental residential above.

**F.4      Amendment Bylaw for Streets and Traffic Bylaw**

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- **Adoption of:**
  - Streets and Traffic Bylaw, Amendment Bylaw (No. 19), No. 25-046

The purpose of this bylaw is to amend the Streets and Traffic Bylaw to reduce speed limits on arterial and collector roads within the City.

**G.      NOTICE OF MOTIONS**

**H.      CLOSED MEETING**

**MOTION TO CLOSE THE JULY 10, 2025 COUNCIL MEETING TO THE PUBLIC**

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

*Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements, if*

*the council considers that disclosure could reasonably be expected to harm the interests of the municipality;*

*Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and*

Section 90(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

*Section 90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.*

**I. APPROVAL OF CLOSED AGENDA**

**J. NEW BUSINESS**

J.1 Land/Legal Advice - Community Charter Section 90(1)(e) and Section 90(1)(i)

J.2 Land/Legal Advice - Community Charter Section 90(1)(e) and Section 90(1)(i)

J.3 Intergovernmental Relations - Community Charter Section 90(2)(b)

**K. CONSIDERATION TO RISE & REPORT**

**L. ADJOURNMENT**

**COMMITTEE OF THE WHOLE REPORT  
FROM THE MEETING HELD JUNE 26, 2025**

For the Council meeting of July 10, 2025, the Committee recommends the following:

**F.1 BC Hydro - Victoria to Esquimalt and Victoria to Saanich Cable Replacement Projects**

**Motion arising:**

That the City requests that BC Hydro works with City staff on amenities at Banfield Park and Arbutus Park, such as a washroom and improved beach access, to compensate for disruptions to this key community asset.

**J.1 Council Member Motion: Expediting Housing and Support for People Sheltering Downtown**

1. That Council directs staff to request that B.C. Housing prioritizes supportive housing and shelter spaces, including outside the City of Victoria, for people experiencing homelessness in Victoria's downtown core through the Coordinated Access and Assessment process in 2025.
2. That Council directs staff to work with Island Health to assign a dedicated Island Health outreach support worker with the capability to make referrals to treatment, complex care, and other health care needs, to work in conjunction with the City of Victoria's Relocation Coordination Team.
3. That Council request the Mayor write to the Ministers of Health and Housing, requesting that Ministers direct their staff to prioritize the matters in the previous two clauses.



NO. 25-052

A BYLAW OF THE CITY OF VICTORIA

The purpose of this bylaw is to adopt the annual financial plan for the year 2025.

Under its statutory powers, including section 165 of the *Community Charter*, the Council of The Corporation of the City of Victoria, in an open meeting assembled, enacts the following provisions:

1. This Bylaw may be cited as the "FIVE YEAR FINANCIAL PLAN BYLAW, 2025, Amendment Bylaw (No.1), No. 25-052"
2. Bylaw No. 25-034, the Five Year Financial Plan Bylaw, 2025, is amended by:
  - a. repealing Schedule 1 and replacing it with the Schedule 1 attached to this Bylaw as Schedule A; and
  - b. repealing Schedule 2 and replacing it with the Schedule 2 attached to this Bylaw as Schedule B.
  - c. repealing Schedule 3 and replacing it with the Schedule 3 attached to this Bylaw as Schedule C; and
  - d. repealing Schedule 4 and replacing it with the Schedule 4 attached to this Bylaw as Schedule D.

READ A FIRST TIME the	day of	2025
READ A SECOND TIME the	day of	2025
READ A THIRD TIME the	day of	2025
ADOPTED the	day of	2025

CITY CLERK

MAYOR



## **Council Report**

### **For the Meeting of July 10, 2025**

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**To:** Council **Date:** July 4, 2025  
**From:** Jo-Ann O'Connor, Deputy Director of Finance  
**Subject:** Amendment to the Five Year Financial Plan Bylaw, 2025

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### **RECOMMENDATION**

That Council give the following bylaw first, second and third readings:

1. Five Year Financial Plan Bylaw, 2025, Amendment Bylaw (No.1), No. 25-052

### **EXECUTIVE SUMMARY**

On July 2, 2025, the Mayor presented a rise and report related to the Community Safety and Wellbeing Plan, reallocating \$4.7 million and utilizing reserve funding of \$5.65 million for a combined \$10.35 million from the Five Year Financial Plan to execute various action items in 2025.

As a result, the Five Year Financial Plan Bylaw, 2025 will include the following funding and expenditure reallocations to support the initiatives outlined in the Community Safety and Wellbeing Plan:

- \$700,000 from City transfers to the Victoria Housing Reserve for 2025 and 2026
- \$1.5 million from the Growing Communities Fund allocated for the Royal Athletic Park Renewal Plan capital project
- \$1.65 million from the Victoria Housing Reserve
- \$2.5 million from the Growing Communities Fund allocated for the Centennial Square Revitalization capital project
- \$4 million from the Financial Stability Reserve

Respectfully submitted,

Emily-Anne Therrien  
Manager of Financial Planning

Jo-Ann O'Connor  
Deputy Director of Finance

Susanne Thompson  
Deputy City Manager/CFO

**Report accepted and recommended by the City Manager**

**Bylaw No. 25-034 Amendment #1**

**Schedule 1 - July 10, 2025**

**City of Victoria**

**2025 - 2029 Operating Financial Plan**

	<b>2025</b>	<b>Budget Amendments</b>	<b>Revised 2025</b>	<b>Budget Amendments</b>	<b>Revised 2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>REVENUES</b>								
Property Value Taxes	193,490,810		193,490,810		207,276,290	225,178,380	242,795,270	260,249,660
Property Value Taxes from New Assessments	1,445,190		1,445,190		1,000,000	500,000	500,000	500,000
Parcel Taxes	1,380,460		1,380,460		1,309,460	1,309,460	1,309,460	1,309,460
Special Assessments	1,372,000		1,372,000		1,290,000	1,290,000	1,290,000	1,290,000
Grants in Lieu of Taxes	8,159,000		8,159,000		8,322,190	8,488,620	8,658,380	8,831,540
User Fees and Charges	8,677,310		8,677,310		9,058,260	9,231,570	9,407,150	9,586,160
Permits and Licences	7,214,850		7,214,850		7,322,750	7,432,810	7,545,070	7,659,580
Parking Services	30,538,000		30,538,000		31,145,520	31,765,210	32,397,250	33,041,980
Sewer Utility Fees and Charges	9,541,730		9,541,730		10,383,270	11,315,680	12,327,130	13,452,690
Stormwater Utility Fees and Charges	8,220,990		8,220,990		9,240,840	9,530,320	10,474,930	11,232,820
Water Utility Fees and Charges	27,657,600		27,657,600		30,625,290	32,236,040	33,000,380	35,626,800
Other Sources	55,170,550		55,170,550		54,154,050	54,619,600	51,282,670	52,361,390
	352,868,490	-	352,868,490	-	371,127,920	392,897,690	410,987,690	435,142,080
<b>TRANSFERS FROM</b>								
Accumulated Surplus	1,596,060		1,596,060		-	-	-	-
Reserves								
Art in Public Places	300,000		300,000		150,000	150,000	150,000	150,000
Financial Stability	4,668,720	4,000,000	8,668,720		1,641,500	1,222,700	1,223,940	1,225,200
Tree Replacement	183,990		183,990		185,900	187,840	189,820	191,840
Climate Action	1,016,520		1,016,520		700,350	707,520	641,560	380,930
Development Stabilization	1,225,020		1,225,020		1,225,020	1,225,020	1,225,020	1,225,020
Victoria Housing	-	1,650,000	1,650,000		-	-	-	-
Police Emergency Response	5,700		5,700		5,810	5,930	6,050	6,170
	8,996,010	5,650,000	14,646,010	-	3,908,580	3,499,010	3,436,390	3,179,160
	<b>361,864,500</b>	<b>5,650,000</b>	<b>367,514,500</b>	<b>-</b>	<b>375,036,500</b>	<b>396,396,700</b>	<b>414,424,080</b>	<b>438,321,240</b>

**Bylaw No. 25-034 Amendment #1**  
**Schedule 2 - July 10, 2025**  
**City of Victoria**

**2025 - 2029 Operating Financial Plan**

	Budget		Budget					
	2025	Amendments	2025	Amendments	2026	2027	2028	2029
<b>EXPENDITURES</b>								
General Government	76,425,810	5,950,000	82,375,810	400,000	74,659,360	78,268,880	81,781,090	85,476,670
Police	80,986,340		80,986,340		86,183,740	90,799,420	96,474,150	101,640,800
Victoria Fire Department	23,968,050		23,968,050		24,974,370	25,796,600	26,620,960	27,445,690
Engineering and Public Works	30,960,350		30,960,350		29,483,330	29,702,040	29,841,170	29,912,780
Sustainable Planning and Community Development	14,219,900		14,219,900		13,499,610	13,507,870	9,031,190	9,039,790
Parks, Recreation and Facilities	30,848,450		30,848,450		30,967,050	31,159,320	31,355,340	31,555,270
Greater Victoria Public Library	6,307,310		6,307,310		6,435,260	6,565,860	6,699,160	6,835,220
Victoria Conference Centre	7,456,700		7,456,700		7,463,340	7,588,050	7,715,270	7,845,060
Sewer Utility	5,167,730		5,167,730		5,277,270	5,379,680	5,484,130	5,590,690
Stormwater Utility	5,407,860		5,407,860		5,661,420	5,849,190	6,040,680	6,236,050
Water Utility	20,589,600		20,589,600		21,218,290	21,841,040	22,483,380	23,145,800
	302,338,100	5,950,000	308,288,100	400,000	305,823,040	316,457,950	323,526,520	334,723,820
<b>DEBT SERVICING</b>								
Principal and Interest - General	6,734,320		6,734,320		10,221,980	12,736,360	16,322,170	19,891,280
Principal and Interest - Parking Services	312,420		312,420		-	-	-	-
	7,046,740	-	7,046,740	-	10,221,980	12,736,360	16,322,170	19,891,280
<b>TRANSFERS TO</b>								
<b>Capital Funds</b>								
General	16,540,000		16,540,000		21,540,000	26,540,000	31,540,000	36,540,000
Sewer Utility	4,763,000		4,763,000		5,495,000	6,325,000	7,232,000	8,251,000
Stormwater Utility	4,149,000		4,149,000		4,944,000	5,075,000	5,283,000	5,501,000
Water Utility	5,298,000		5,298,000		7,637,000	8,625,000	8,747,000	10,711,000
<b>Reserves</b>								
<b>Equipment and Infrastructure</b>								
City Equipment	1,000,000		1,000,000		1,000,000	1,000,000	1,000,000	1,000,000
City Vehicles and Heavy Equipment	2,000,000		2,000,000		2,500,000	3,000,000	3,500,000	4,000,000
City Buildings and Infrastructure	3,847,460		3,847,460		2,447,220	2,463,940	2,488,910	2,506,880
Parking Services Equipment and Infrastructure	2,850,000		2,850,000		2,850,000	2,850,000	2,850,000	2,850,000
Multipurpose Arena Facility Equipment and Infrastructure	201,340		201,340		205,370	209,480	213,670	217,950
Canada Community-Building	4,246,470		4,246,470		4,246,470	4,416,330	4,416,330	4,416,330
Police Vehicles, Equipment and Infrastructure	1,320,000		1,320,000		1,346,400	1,373,330	1,400,790	1,428,810
Sewer Utility Equipment and Infrastructure	400,000		400,000		400,000	400,000	400,000	400,000
Stormwater Utility Equipment and Infrastructure	100,000		100,000		100,000	100,000	675,000	1,050,000
Water Utility Equipment and Infrastructure	1,770,000		1,770,000		1,770,000	1,770,000	1,770,000	1,770,000
Recreation Facilities Equipment and Infrastructure	42,300		42,300		43,150	44,010	44,890	45,790
Financial Stability	3,272,870		3,272,870		2,100,000	2,240,000	2,240,000	2,240,000
Tax Sale Lands	-		-		-	-	-	-
Victoria Housing	315,720	(300,000)	15,720	(400,000)	-	400,000	400,000	400,000
Art in Public Places	-		-		-	-	-	-
Climate Action	-		-		-	-	-	-
Police Emergency Response	11,000		11,000		11,220	11,440	11,660	11,900
Park Furnishing	195,000		195,000		195,000	195,000	195,000	195,000
Artificial Turf	157,500		157,500		160,650	163,860	167,140	170,480
Local Amenities	-		-		-	-	-	-
	52,479,660	(300,000)	52,179,660	(400,000)	58,991,480	67,202,390	74,575,390	83,706,140
	<b>361,864,500</b>	<b>5,650,000</b>	<b>367,514,500</b>	<b>-</b>	<b>375,036,500</b>	<b>396,396,700</b>	<b>414,424,080</b>	<b>438,321,240</b>

**Bylaw No. 25-034 Amendment #1  
Schedule 3 - July 10, 2025  
City of Victoria  
2025 - 2029 Capital Plan**

		Budget	Revised				
	2025	Amendments	2025	2026	2027	2028	2029
REVENUES							
Utility Connection Fees	1,150,000		1,150,000	1,150,000	1,150,000	1,150,000	1,150,000
Grants and Partnerships	11,716,000	(4,000,000)	7,716,000	8,500,000	-	-	-
TRANSFERS FROM							
Operating Funds							
General	16,540,000		16,540,000	21,540,000	26,540,000	31,540,000	36,540,000
Water Utility	5,298,000		5,298,000	7,637,000	8,625,000	8,747,000	10,711,000
Sewer Utility	4,763,000		4,763,000	5,495,000	6,325,000	7,232,000	8,251,000
Stormwater Utility	4,149,000		4,149,000	4,944,000	5,075,000	5,283,000	5,501,000
Reserves							
Equipment and Infrastructure							
City Equipment	7,811,000		7,811,000	1,762,000	963,000	793,000	807,000
City Vehicles and Heavy Equipment	7,443,000		7,443,000	2,500,000	3,337,000	3,111,000	3,791,000
City Buildings and Infrastructure	29,385,000		29,385,000	2,415,000	4,057,000	1,112,000	4,923,000
Accessibility Capital	851,000		851,000	521,000	-	-	-
Debt Reduction	1,804,000		1,804,000	-	-	-	28,196,000
Parking Services Equipment and Infrastructure	4,808,000		4,808,000	1,161,000	870,000	380,000	16,294,000
Canada Community-Building	9,460,000		9,460,000	4,988,000	5,609,000	5,796,000	4,085,000
Multipurpose Equipment and Infrastructure	755,000		755,000	1,119,000	178,000	55,000	58,000
Police Vehicles, Equipment and Infrastructure	1,500,000		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Sewer Utility	9,662,000		9,662,000	2,859,000	2,150,000	1,550,000	1,150,000
Stormwater Utility	6,357,000		6,357,000	1,647,000	-	-	-
Water Utility	6,003,000		6,003,000	359,000	-	-	-
Tax Sale Lands	1,425,000		1,425,000	-	-	-	-
Local Amenities	310,000		310,000	-	-	-	-
Development Cost Charges	1,334,000		1,334,000	-	-	-	-
Parks and Greenways Acquisition	-		-	-	-	-	-
Park Fixture Dedication Program	156,000		156,000	156,000	156,000	156,000	156,000
Tree Replacement Program	206,000		206,000	211,000	216,000	198,000	202,000
Bastion Square Revitalization Trust	129,000		129,000	-	-	-	-
Climate Action	39,000		39,000	-	-	-	-
Growing Communities Fund	-	4,000,000	4,000,000	-	-	-	-
Debt Proceeds	31,218,000		31,218,000	31,542,000	23,633,000	41,891,000	47,184,000
	164,272,000	-	164,272,000	102,006,000	90,384,000	110,494,000	170,499,000

**Bylaw No. 25-034 Amendment #1  
Schedule 4 - July 10, 2025  
City of Victoria  
2025 - 2029 Capital Plan**

	Budget		Revised				
	2025	Amendments	2025	2026	2027	2028	2029
<b>EXPENDITURES</b>							
Capital Equipment	32,179,000		32,179,000	10,501,000	8,019,000	9,731,000	8,890,000
Capital Programs and Projects			-				
Transportation	45,258,000		45,258,000	29,213,000	25,482,000	25,934,000	27,848,000
Parks	15,988,000	(4,000,000)	11,988,000	5,293,000	6,723,000	6,786,000	6,613,000
Facilities	13,453,000		13,453,000	27,245,000	22,051,000	36,847,000	92,925,000
Environmental Remediation	1,425,000		1,425,000	-	-	-	-
Sanitary Sewers	17,101,000		17,101,000	9,083,000	8,775,000	9,082,000	9,701,000
Stormwater	13,730,000		13,730,000	7,838,000	7,794,000	8,050,000	8,317,000
Waterworks	13,059,000		13,059,000	8,925,000	9,175,000	9,297,000	11,261,000
Contingency	350,000		350,000	350,000	350,000	350,000	350,000
Police	1,500,000		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Structures	6,967,000		6,967,000	2,005,000	261,000	2,317,000	2,473,000
Victoria Conference Centre	1,320,000		1,320,000	53,000	254,000	600,000	621,000
Real Estate	1,942,000		1,942,000	-	-	-	-
Community Safety and Wellbeing	-	4,000,000	4,000,000	-	-	-	-
	<b>164,272,000</b>	<b>-</b>	<b>164,272,000</b>	<b>102,006,000</b>	<b>90,384,000</b>	<b>110,494,000</b>	<b>170,499,000</b>

Under its statutory powers, including section 483 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

**SCHEDULE A**

**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

**BETWEEN:**

**THE CORPORATION OF THE CITY OF VICTORIA**  
#1 Centennial Square  
Victoria, BC V8W 1P6  
  
(the "City")

**AND:**

**1248330 B.C. LTD.**  
8270 Thomson Place  
Saanichton, BC V8M 1T6  
  
(the "Owner")

**AND:**

**THE TORONTO-DOMINION BANK**  
2<sup>nd</sup> Floor – 1070 Douglas Street  
Victoria, BC V8W 2C4  
  
(the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 1042 Richardson Street, Victoria, B.C. and legally described as:  
  
PID: 009-396-853  
Lot 1663, Victoria City  
  
(the "Lands").
- D. The Owner has applied to the City to rezone the Lands to permit twenty (20) housing units within the Development accordance with this Agreement.



- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner to provide median income rental housing, and that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## **1.0 DEFINITIONS**

### **1.1 In this Agreement:**

**"Business Day"** means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

**"CMHC"** means the Canada Mortgage and Housing Corporation;

**"CPI"** means the All-items Consumer Price Index for Victoria, B.C. published from time to time by Statistics Canada, or its successor in function;

**"Development"** means the new twenty (20) unit building consisting of residential housing and related facilities on the Lands;

**"Dwelling Units"** means any or all, as the context may require, of the twenty (20) self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

**"Effective Date"** means the date as of which the City executes this Agreement;

**"Immediate Family"** includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

**"Income"** means the total income before tax from all sources for each Non-owner;

**"Median Market Rent"** means CMHC's median rent for the same Unit Type for the City of Victoria, as identified in CMHC's most recent annual "Rental Market Survey" prior to the Effective Date;

**"Median Household Income Limit"** means the annual maximum Income threshold for median income affordability targets that are determined from time to time by the City and published in the Victoria Housing Reserve Fund Guidelines, as amended from time to time. The parties agree that for 2024, the Median Household Income Limit is \$69,999;

**"Median Income Unit"** means a Dwelling Unit that is designated as a Median Income Unit in accordance with Article 4.0 of this Agreement;

**"Non-owner"** means a person other than a Related Person or the Owner;

**"Notice"** has the meaning ascribed in section 7.1;

**"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any new building, development or partial development on the Lands;

**"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 10.3;

**"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
  - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

**"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act;

**"Unit Type"** refers to the total number of bedrooms contained in the Dwelling Unit.

## **2.0 TERM**

**2.1** Subject to section 2.2, the term of this Agreement shall begin from the Effective Date and continue in perpetuity.

**2.2** The obligations in Article 4.0 shall be for a term beginning from the date that the City issues an Occupancy Permit for the Development and ending on the later of the following:

- (a) sixty (60) years from the date of Occupancy Permit issuance, or
- (b) the life of the building to be constructed pursuant to the Development

(the **"Median Income Term"**).

## **3.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS**

**3.1** The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

**3.2** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would

be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

#### **4.0 MEDIAN INCOME HOUSING**

##### **4.1 The Owner covenants and agrees that during the Median Income Term:**

- (a) a total of two (2) bachelor Dwelling Units shall be designated as Median Income Units and shall only be occupied and used as Median Income Units;
- (b) the combined annual household income for the occupants of each Median Income Unit shall be no greater than the Median Household Income Limit. In the event that the City ceases to determine a maximum income threshold for median income affordability targets in the Victoria Housing Reserve Fund Guidelines, and such determination is not replaced by a similar publication, then the income limit with respect to a Median Income Unit shall be determined by reference to the last published maximum income threshold for median income affordability targets which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year the City ceased determining such target;
- (c) each of the Median Income Units shall only be occupied by a Non-owner or Non-owners; and
- (d) subject to Article 5.0, monthly rent for each Median Income Unit shall not exceed 95% of Median Market Rent. For the purposes of this subsection, the parties agree that for 2024, 95% of Median Market Rent is \$1,235.

#### **5.0 RENT ADJUSTMENTS**

##### **5.1 During the term of the tenancy, the monthly rent payable by the Non-owner(s) of the Dwelling Units may be increased only by the amount permitted under the *Residential Tenancy Act* and any other applicable legislation.**

#### **6.0 REPORTING**

##### **6.1 The Owner covenants and agrees to provide to the City's Director of Planning and Development, within thirty (30) days of the Director's written request, a report in writing confirming the following:**

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) two (2) Median Income Units are being rented in accordance with Article 4.0,

along with such other information as may be requested by the Director from time to time.

##### **6.2 The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.**

##### **6.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.**

## **7.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 7.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

## **8.0 LIABILITY**

- 8.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 8.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## **9.0 PRIORITY AGREEMENT**

- 9.1** The Existing Chargeholder, as the registered holder of a charge by way of a mortgage against the Lands, which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA8266431, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **10.0 GENERAL PROVISIONS**

- 10.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
#1 Centennial Square  
Victoria, BC V8W 1P6

Attention: Director of Planning and Development  
Fax: 250-361-0386  
Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

1248330 B.C. Ltd  
8270 Thomson Place  
Saanichton, BC V8M 1T6

Attention: Bart Johnson  
Email: [1042richardson@gmail.com](mailto:1042richardson@gmail.com)

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**10.2 TIME.** Time is of the essence of this Agreement.

**10.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**10.4 WAIVER.** 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.

**10.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

**10.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

- 10.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 10.8 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.
- 10.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 10.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 10.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 10.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 10.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 10.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 10.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 10.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.

**10.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**10.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.


**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF )  
VICTORIA by its authorized signatory: )

\_\_\_\_\_  
Karen Hoesel, Director of Planning and  
Development )

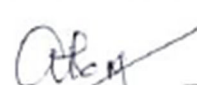
Date signed: \_\_\_\_\_ )

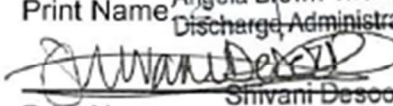
1248330 B.C. LTD. )  
by its authorized signatory: )

  
\_\_\_\_\_  
Print Name: Bart Johnson )

Date signed: March 31, 2025 )

THE TORONTO-DOMINION BANK )  
by its authorized signatory(ies): )

  
\_\_\_\_\_  
Print Name: Angela Brown-Thompson )  
Discharge Administrator )

  
\_\_\_\_\_  
Print Name: Shivani Desoor )  
Discharge Administrator )

Date signed: 03/18/2025 )



NO. 25-018

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the CR-M-2 Zone, Menzies Commercial Residential 2 District, and to rezone land known as 131, 135, and 139 Menzies Street from the R-2 Zone, Two Family Dwelling District to the CR-M-2 Zone, Menzies Commercial Residential 2 District.

The Council of The Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1358)”.

2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule “B” under the caption PART 4 – GENERAL COMMERCIAL ZONES by adding the following words:

“4.113 CR-M-2 Menzies Commercial Residential 2 District”

3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 4.112 the provisions contained in Schedule 1 of this Bylaw.

4 The land specified below and shown hatched on the attached map, is removed from the R-2 Zone, Two Family Dwelling District, and placed in the CR-M-2 Zone, Menzies Commercial Residential 2 District:

(a) 131 Menzies Street, legally described as PID 008-674-388, Lot 24, Section 11, Beckley Farm, Victoria City, Plan 753;

(b) 135 Menzies Street, legally described as PID 008-674-418, Lot 23, Section 11, Beckley Farm, Victoria City, Plan 753; and

(c) 139 Menzies Street, legally described as PID 008-674-361, Lot 22, Section 11, Beckley Farm, Victoria City, Plan 753.

5 The Zoning Regulation Bylaw is further amended by adding the land described in section 4 to Schedule N – Residential Rental Tenure Properties.



READ A FIRST TIME the	<b>3rd</b>	day of	<b>APRIL</b>	2025
READ A SECOND TIME the	<b>3rd</b>	day of	<b>APRIL</b>	2025
READ A THIRD TIME the	<b>3rd</b>	day of	<b>APRIL</b>	2025
ADOPTED on the		day of		2025

CITY CLERK

MAYOR

**PART 4.113 – CR-M-2 ZONE, MENZIES COMMERCIAL RESIDENTIAL 2 DISTRICT****4.113.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. Multiple dwelling
- b. Retail
- c. Public Building
- d. Home occupation subject to the regulations in Schedule “D”
- e. Accessory Buildings subject to the regulations in Schedule “F”

**4.113.2 Location and Siting of Permitted Uses**

- a. Retail must be located on the first storey in those parts of the building that are within 5.50 metres from Menzies Street.
- b. Residential uses are not permitted on the first storey in those parts of a building within 5.50 metres from Menzies Street.

**4.113.3 Lot Area**

- a. Lot area (minimum) 1244.00m<sup>2</sup>

**4.113.4 Floor Space Ratio**

- a. Floor space ratio (maximum) 2.00:1

**4.113.5 Height, Storeys**

- a. Principal building height (maximum) 14.10m
- b. Storeys (maximum) 4

**4.113.6 Setbacks, Projections**

- a. Front yard setback (minimum) 4.00m

Except for the following maximum projection into the setback:

- balcony 1.80m
- b. Rear yard setback (minimum) 10.00m
- c. Side yard setback from interior lot lines (minimum) 6.00m

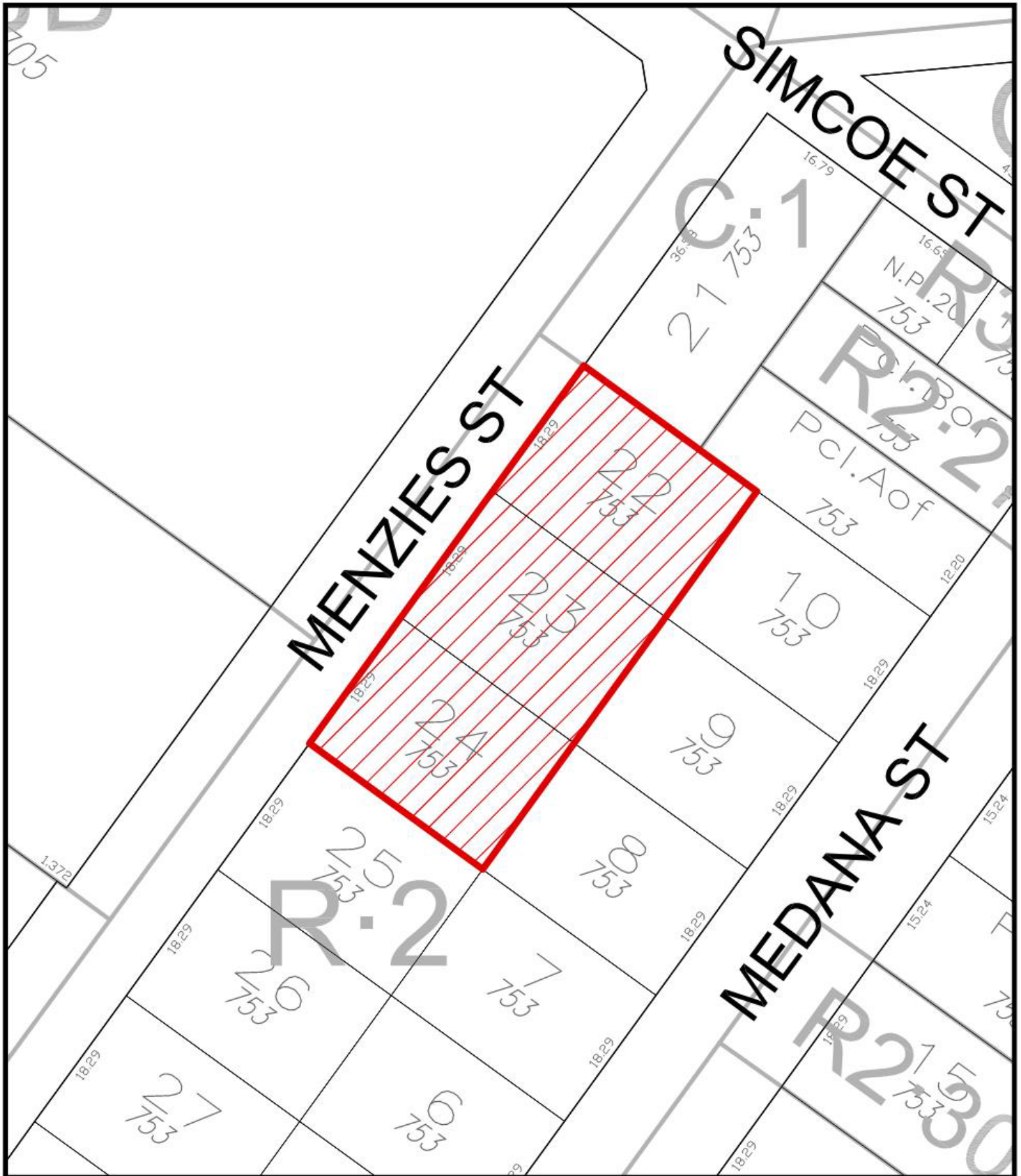
**PART 4.113 – CR-M-2 ZONE, MENZIES COMMERCIAL RESIDENTIAL 2 DISTRICT****4.113.7 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 40% |
| b. <u>Open site space</u> (minimum) | 50% |

**4.113.8 Vehicle and Bicycle Parking**

- |                              |  |
|------------------------------|--|
| a. Vehicle parking (minimum) | Subject to the regulations in Schedule “C” |
| b. Bicycle parking (minimum) | Subject to the regulations in Schedule “C” |

**[NOTE:** The property located in this zone is subject to residential rental tenure – see Section 45 of the General Regulations and Schedule N]



131-139 Menzies Street  
Rezoning No.00823



**STREETS AND TRAFFIC BYLAW, AMENDMENT BYLAW (NO. 19)**

**A BYLAW OF THE CITY OF VICTORIA**

The purpose of this bylaw is to amend the *Streets and Traffic Bylaw* to reduce speed limits on arterial and collector roads within the City.

Under its statutory powers, including sections 8, 35-46 and 62 of the *Community Charter* and section 146 of the *Motor Vehicle Act*, the Council of the Corporation of the City of Victoria in an open meeting assembled enacts the following provisions:

**Title**

- 1** This bylaw may be cited as the “Streets and Traffic Bylaw, Amendment Bylaw (No. 19)”.

**Amendment**

- 2** The Streets and Traffic Bylaw is amended by repealing Schedule B and replacing it with Schedule B attached to this bylaw as “Appendix 1”.

**Commencement**

- 3** This bylaw comes into force on adoption.

READ A FIRST TIME the	<b>3<sup>rd</sup></b>	day of	<b>July</b>	2025
READ A SECOND TIME the	<b>3<sup>rd</sup></b>	day of	<b>July</b>	2025
READ A THIRD TIME the	<b>3<sup>rd</sup></b>	day of	<b>July</b>	2025
ADOPTED on the		day of		2025

CITY CLERK

MAYOR

## **Appendix 1**

### **SCHEDULE B**

#### **Streets and Traffic Bylaw**

#### **Speed Zones**

For the purposes of section 17, the speed designated in each of the following headings is the maximum speed at which a motor vehicle, or a type of motor vehicle specified under each respective heading, may be driven on the streets or lanes listed under those headings.

This Schedule only applies to streets or lanes or portions of streets or lanes within the City's boundaries.

#### 15 km/h

- (a) Nursery Road

#### 20 km/h

- (a) Lewis Street;
- (b) Terrace Avenue; and
- (c) on a lane that is 8 m or less in width.

#### 30 km/h

- (a) Balmoral Road between Cook Street and Quadra Street;
- (b) all streets through Beacon Hill Park, excluding Nursery Road and those parts of Dallas Road, Douglas Street, and Southgate Street within the park;
- (c) Bridge Street between Bay Street and Gorge Road East;
- (d) Burdett Avenue between Blanshard Street and Cook Street;
- (e) Catherine Street between
  - (i) Bay Street and Skinner Street, and
  - (ii) Esquimalt Road and Kimta Road;
- (f) Cedar Hill Road between Fernwood Road and Hillside Avenue;
- (g) Cook Street between Dallas Road and Southgate Street;
- (h) Craigflower Road between Coventry Avenue and Russell Street;
- (i) Crescent Road;
- (j) Dominion Road;
- (k) Erie Street;
- (l) All portions of Fairfield Road between

- (i) Blanshard Street and Quadra Street,
  - (ii) Cornwall Street and Kipling Street, and
  - (iii) Foul Bay Road and Richmond Avenue;
- (m) Fern Street;
- (n) Fernwood Road;
- (o) All portions of Foul Bay Road that are south of its intersection with Oak Bay Avenue;
- (p) Government Street between
  - (i) Wharf Street and Yates Street, and
  - (ii) Michigan Street and Superior Street;
- (q) Harbour Road between Esquimalt Road and Tyee Road;
- (r) Hereward Road;
- (s) Hollywood Crescent;
- (t) Kimta Road;
- (u) Meares Street between Cook Street and Quadra Street;
- (v) Memorial Crescent;
- (w) Menzies Street between Dallas Road and Superior Street;
- (x) Michigan Street between Douglas Street and Menzies Street;
- (y) Moss Street between Fairfield Road and Thurlow Road;
- (z) Ormond Street;
- (aa) Oswego Street between Niagara Street and Simcoe Street;
- (bb) Robertson Street between its northerly intersection with Hollywood Crescent and Ross Street;
- (cc) Rock Bay Avenue;
- (dd) Rockland Avenue between Cook Street and Oak Bay Avenue;
- (ee) Ross Street;
- (ff) Simcoe Street between Douglas Street and Menzies Street;
- (gg) Skinner Road between Langford Street and Russell Street;
- (hh) St Charles Street between Dallas Road and Fairfield Road;
- (ii) St Lawrence Street between Erie Street and Superior Street;
- (jj) Store Street between Chatham Street and Pembroke Street;
- (kk) Superior Street between Montreal Street and St Lawrence Street;
- (ll) Topaz Avenue between Douglas Street and Quadra Street;
- (mm) Toronto Street;

- (nn) Tyee Road between Esquimalt Road and Kimta Road;
- (oo) Wilson Street; and
- (pp) all streets and parts of streets not described within Schedule B as having a maximum speed of 15 km/h, 20 km/h, 40 km/h, or 50 km/h.

#### 40 km/h

- (a) Bay Street between Catherine Street and Richmond Road;
- (b) Begbie Street between Pandora Avenue and Shelbourne Street;
- (c) Belleville Street between Blanshard Street and Pendray Street;
- (d) Blanshard Street between Caledonia Avenue and Douglas Street;
- (e) Broad Street between Pandora Avenue and View Street;
- (f) Broughton Street between Blanshard Street and Wharf Street;
- (g) Burdett Avenue between Douglas Street and Penwill Street;
- (h) Burnside Road East;
- (i) Caledonia Avenue between Cook Street and Douglas Street;
- (j) Catherine Street between Bay Street and Esquimalt Road;
- (k) Cedar Hill Road between Hillside Avenue and Finlayson Street;
- (l) Chatham Street;
- (m) Cook Street between Southgate Street and Tolmie Ave;
- (n) Cormorant Street between Blanshard Street and Douglas Street;
- (o) Courtney Street between Blanshard Street and Wharf Street;
- (p) Craigflower Road between Arm Street and Coventry Avenue;
- (q) Dallas Road south of its intersection with Erie Street;
- (r) Doncaster Drive between Hillside Avenue and North Dairy Road;
- (s) Douglas Street south of its intersection with Caledonia Avenue;
- (t) Esquimalt Road;
- (u) Fairfield Road between
  - (i) Beach Drive and Foul Bay Road,
  - (ii) Blanshard Street and Burdett Avenue,
  - (iii) Cornwall Street and Quadra Street, and
  - (iv) Kipling Street and Richmond Avenue,
- (v) Finlayson Street;
- (w) Fisgard Street;
- (x) Fort Street;



- (y) Foul Bay Road north of its intersection with Oak Bay Avenue;
- (z) Gordon Street;
- (aa) Gorge Road East;
- (bb) Government Street between
  - (i) Douglas Street and Yates Street, and
  - (ii) Superior Street and Wharf Street;
- (cc) Harriet Road between Gorge Road East and Burnside Road East;
- (dd) Herald Street between Store Street and Blanshard Street;
- (ee) all portions of Hillside Avenue that are east of its intersection with Government Street;
- (ff) Humboldt Street between Douglas Street and Wharf Street;
- (gg) Johnson Street;
- (hh) Jutland Road between Burnside Road East and Gorge Road East;
- (ii) Kingston Street between Montreal Street and St Lawrence Street;
- (jj) Kiwanis Way;
- (kk) Langley Street;
- (ll) May Street;
- (mm) Menzies Street between Belleville Street and Superior Street;
- (nn) Montreal Street between Kingston Street and Quebec Street;
- (oo) Moss Street between
  - (i) Dallas Road and Fairfield Road, and
  - (ii) Fort Street and Thurlow Road;
- (pp) Niagara Street between Douglas Street and Menzies Street;
- (qq) North Dairy Road;
- (rr) Oak Bay Avenue;
- (ss) Oswego Street between
  - (i) Belleville Street and Simcoe Street, and
  - (ii) Dallas Road and Niagara Street;
- (tt) Pandora Avenue, excluding those portions south of or within Pandora Green or Harris Green;
- (uu) Pendray Street between Belleville Street and Quebec Street;
- (vv) Quadra Street;
- (ww) Quebec Street between Montreal Street and Pendray Street;
- (xx) Richmond Avenue between Fairfield Road and Fort Street;

- (yy) Richmond Road;
- (zz) Shelbourne Street;
- (aaa) Southgate Street;
- (bbb) St Charles Street between Fairfield Road and Fort Street;
- (ccc) St Lawrence Street between Kingston Street and Superior Street;
- (ddd) Store Street between Chatham Street and Pandora Avenue;
- (eee) Superior Street between Douglas Street and Montreal Street;
- (fff) Tolmie Avenue between Douglas Street and Quadra Street;
- (ggg) Tyee Road between Esquimalt Road and Langford Street;
- (hhh) Vancouver Street between Fort Street and Pandora Avenue;
- (iii) View Street between Cook Street and Government Street;
- (jjj) Wharf Street; and
- (kkk) Yates Street between Fort St and Wharf Street.

50 km/h

- (a) Blanshard Street between Caledonia Avenue and Tolmie Avenue, except those portions west of the westernmost median between Pembroke Street and Caledonia Avenue; and
- (b) Douglas Street between Caledonia Avenue and Tolmie Avenue.