



AGENDA - VICTORIA CITY COUNCIL

Thursday, July 18, 2019

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 and Esquimalt People

Pages

A. CONVENE COUNCIL MEETING

B. APPROVAL OF AGENDA

C. BYLAWS

C.1 2424 Richmond Road Rezoning Application No. 00649

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A report recommending:

- ***1st and 2nd reading of***
 - *Zoning Regulation Bylaw, Amendment Bylaw (No.1187) No. 19-054*
- ***1st, 2nd and 3rd reading of***
 - *Housing Agreement (2424 Richmond Road) Bylaw (2019) No. 19-055*

The application is ready to proceed to Public Hearing and proposes to keep an existing single-family dwelling and construct a new single-family dwelling on the same lot.

C.2 2330 Government Street Rezoning Application No. 00682

15

A report recommending:

- ***1st and 2nd reading of***
 - *Zoning Regulation Bylaw, Amendment Bylaw (No.1198) No. 19-078*

The application is ready to proceed to Public Hearing and proposes to rezone to allow a brewpub.

C.3 1900-1912 Richmond Road Rezoning Application No. 00651

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A report recommending:

- **1st and 2nd reading of**
 - *Zoning Regulation Bylaw, Amendment Bylaw (No.1191) No. 19-060*
- **1st, 2nd and 3rd reading of**
 - *Housing Agreement (1900, 1908, & 1912 Richmond Road) Bylaw (2019) No. 19-083*

The application is ready to proceed to Public Hearing and proposes to replace an existing building with a five storey assisted living building with ground-floor commercial use.

D. CLOSED MEETING

MOTION TO CLOSE THE JULY 18, 2019 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)(c) labour relations or other employee relations;

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;

E. APPROVAL OF CLOSED AGENDA

F. READING OF CLOSED MINUTES

G. UNFINISHED BUSINESS

H. CORRESPONDENCE

I. NEW BUSINESS

I.1 Land - Community Charter Section 90(1)(e)

I.2 Land - Community Charter Section 90(1)(e)

I.3 Employee Relations - Community Charter Section 90(1)(c)

J. CONSIDERATION TO RISE & REPORT

K. ADJOURNMENT



Council Report

For the Meeting of July 18, 2019

To: Council **Date:** July 11, 2019
From: Andrea Hudson, Acting Director, Sustainable Planning and Community Development
Subject: **Update Report for Rezoning Application No. 00649 for 2424 Richmond Road**

RECOMMENDATION

Rezoning Application No. 00649

That Council give first and second reading of Zoning Regulation Bylaw Amendment (No. 1187) No. 19-054 for Rezoning Application No. 00649 for 2424 Richmond Road and first, second and third reading of Housing Agreement (2424 Richmond Road) Bylaw No. 19-055.

EXECUTIVE SUMMARY

The purpose of this report is to present Council with an update regarding Rezoning Application No. 00649 for 2424 Richmond Road. The proposal is to construct a new two-storey single family dwelling and retain the existing house on the same lot.

In accordance with Council's motion of January 17, 2019, included below, the necessary conditions that would authorize the approval of the Rezoning Application have been fulfilled. The motion from the January 17, 2019 Council meeting is as follows:

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00649 for 2424 Richmond Road; that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council; and that a Public Hearing date be set once the following conditions are met:

Preparation of the following documents, executed by the applicant, to the satisfaction of City Staff:

- 1. registration of a section 219 covenant to secure the design of the proposed single-family dwelling unit, and to ensure that the existing single-family dwelling is upgraded in accordance with the plans approved by Council and to specify the sequencing of construction and landscaping, including retention of a landscape security deposit*
- 2. receipt of an executed Statutory Right-of-Way (SRW) of 4.82m along Richmond Road, to the satisfaction of the Director of Engineering and Public Works.*
- 3. registration of a housing agreement in a form satisfactory to the City Solicitor that prohibits the establishment of strata bylaws that prohibit the rental of the units.*

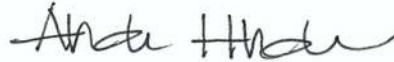
CONCLUSIONS

With regard to the pre-conditions that Council set in relation to this application, staff can report that the covenant to secure the design for the new single family dwelling and the renovations to the existing house has been registered on title, the covenant to secure a Statutory Right-of-Way (SRW) of 4.82m along Richmond Road has been registered on title, and a Housing Agreement that prohibits the establishment of strata bylaws that prohibit the rental of the units has been executed by the applicant to the satisfaction of City staff. The recommendation provided for Council's consideration contains appropriate language to advance these applications to a Public Hearing.

Respectfully submitted,

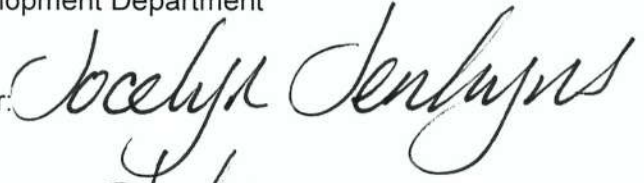


Chelsea Medd
Planner
Development Services Division

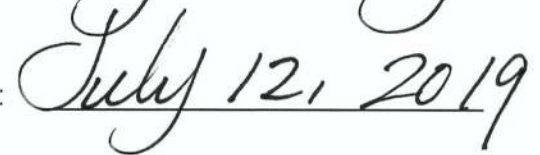


Andrea Hudson, Acting Director
Sustainable Planning and Community
Development Department

Report accepted and recommended by the City Manager:



Date:



A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R2-57 Zone, Two Single Family Dwelling District (Richmond), and to rezone land known as 2424 Richmond Road from the R1-B Zone, Single Family Dwelling District to the R2-57 Zone, Two Single Family Dwelling (Richmond) District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1187)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of Schedule “B” under the caption PART 2 – Attached Dwelling Zones by adding the following words:

“2.150 R2-57 Zone, Two Single Family Dwelling District (Richmond)”
- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 2.149 the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 2424 Richmond Road, legally described as PID: 009-129-197, Lot 49, Section 25, Victoria District, Plan 339, Except the Westerly 10 feet thereof and shown hatched on the attached map, is removed from the R1-B Zone, Single Family Dwelling District, and placed in the R2-57 Zone, Two Single Family Dwelling (Richmond) District.

READ A FIRST TIME the	day of	2019
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READ A SECOND TIME the	day of	2019
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Public hearing held on the	day of	2019
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READ A THIRD TIME the	day of	2019
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ADOPTED on the	day of	2019
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CITY CLERK

MAYOR

PART 2.150 – R2-57 ZONE, TWO SINGLE FAMILY DWELLING (RICHMOND) DISTRICT

2.150.1 Permitted Uses in this Zone

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

- a. Uses permitted in the R1-B Zone, Single Family Dwelling District, subject to the regulations set out in Part 1.2 of the Zoning Regulation Bylaw
- b. Notwithstanding Section 19 of the General Regulations, two single family dwellings are permitted on one lot subject to the regulations in this Part, with the following accessory use:

Roomers and/or Boarders up to a maximum of 4

2.150.2 Lot Area

- | | |
|-------------------------------|------------------------------|
| a. <u>Lot area</u> (minimum) | 580m ² |
| b. <u>Lot width</u> (minimum) | 15m average <u>lot width</u> |

2.150.3 Floor Area

- | | |
|-----------------------------------------------------------------------------------|-------------------|
| a. Floor <u>area</u> , for the first and second <u>storeys</u> combined (maximum) | 205m ² |
| b. Floor <u>area</u> , of all floor levels combined (maximum) | 275m ² |

2.150.4 Height, Storeys

- | | |
|-----------------------------------------------|---------------|
| a. Principal <u>building height</u> (maximum) | 6.5m |
| b. <u>Storeys</u> (maximum) | 2 |
| c. <u>Roof deck</u> | Not permitted |

PART 2.150 – R2-57 ZONE, TWO SINGLE FAMILY DWELLING (RICHMOND) DISTRICT

2.150.5 Setbacks, Projections

- | | |
|----------------------------------------------------------------|-------|
| a. <u>Front yard setback</u> (minimum) | 7.5m |
| Except for the following maximum projections into the setback: | |
| • Steps less than 1.7m in <u>height</u> | 2.5m |
| • <u>porch</u> | 1.6m |
| b. <u>Rear yard setback</u> (minimum) | 1.5m |
| c. <u>Side yard setback</u> (north) (minimum) | 2.5m |
| d. <u>Side yard setback</u> (south) (minimum) | 3.6m |
| e. Combined <u>side yards</u> (minimum) | 4.5m |
| f. Eave projections into <u>setback</u> (maximum) | 0.75m |
| g. Separation space between <u>buildings</u> (minimum) | 3.0m |

2.150.6 Site Coverage

- | | |
|-----------------------------------|-----|
| a. <u>Site Coverage</u> (maximum) | 35% |
|-----------------------------------|-----|

2.150.7 Outdoor Features

- a. The setbacks in section 2.150.5 apply to outdoor features as though they are buildings
- b. Outdoor features must not exceed a height of 3.5m from natural grade or finished grade, whichever is lower

2.150.8 Vehicle and Bicycle Parking

- | | |
|-------------------------------------|--------------------------------------------|
| a. <u>Vehicle parking</u> (minimum) | Subject to the regulations in Schedule "C" |
| b. Bicycle parking (minimum) | Subject to the regulations in Schedule "C" |



HOUSING AGREEMENT (2424 RICHMOND ROAD) BYLAW
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 2424 Richmond Road, Victoria, BC.

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 enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (2424 RICHMOND ROAD) BYLAW (2019)".

Agreement authorized

- 2 The Mayor and the City Clerk are authorized to execute the Housing Agreement
- (a) substantially in the form attached to this Bylaw as Schedule A;
 - (b) between the City and Li Xin Wang or other registered owners from time to time of the lands described in subsection (c); and
 - (c) that applies to the lands known as 2424 Richmond Road, Victoria, BC, legally described as:
PID: 009-129-197

Lot 49, Section 25, Victoria District, Plan 339, except the westerly 10 feet thereof

READ A FIRST TIME the	day of	2019
READ A SECOND TIME the	day of	2019
READ A THIRD TIME the	day of	2019
ADOPTED on the	day of	2019

CITY CLERK

MAYOR

HOUSING AGREEMENT

(Pursuant to Section 483 of the *Local Government Act*)

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
1 Centennial Square, Victoria, British Columbia V8W 1P6
(the "**City**")
OF THE FIRST PART

AND:

LI XIN WANG
2424 Richmond Road, Victoria, British Columbia V8R 4S3
(the "**Owner**")
OF THE SECOND PART

WHEREAS:

- A. 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*;
- B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 2424 Richmond Road¹ Victoria, British Columbia, and legally described as

Parcel Identifier 009-129-197, Lot 49, Section 25, Victoria District,
Plan 339, except the westerly 10 feet thereof

(the "**Lands**");
- C. The Owner has applied for a rezoning of the Lands to permit two single family dwellings on the Lands;
- D. The Owner also intends to subdivide the Lands to create two strata lots, in accordance with the *Strata Property Act*;
- E. The Dwelling Units are intended to be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, but the intent of this Housing Agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied units);
- F. 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 establish the terms and conditions regarding the occupancy of the residential units identified in this Housing Agreement.

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 parties agree each with the other as follows:

{00031825:2}

1.0 Definitions

1.1 In this Agreement:

- (a) **"Development"** means the existing single family dwelling and the proposed additional two storey single family dwelling to be situated on two strata lots after the proposed subdivision of the Lands, and includes two (2) Dwelling Units.
- (b) **"Dwelling Unit"** means a self-contained residential dwelling unit within the buildings that are and will be located on the Lands, and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "Dwelling Units" means collectively all of such residential dwelling units located on the Lands.
- (c) **"Immediate family"** includes a person's husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, niece and nephew.
- (d) **"Non-owner"** means a person who occupies a Dwelling Unit for residential purposes, other than the Owner of that Dwelling Unit, and other than a member of the Owner's Immediate family.
- (e) **"Owner"** includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.
- (f) **"Tenancy Agreement"** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.
- (g) **"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

1.2 In this Agreement:

- (a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and
- (b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

2.0 No Restrictions on Rentals

- 2.1 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.
- 2.2 Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

{00031825:2}

- 2.3 For certainty, if the Lands or the Development on the Lands are subdivided under the *Strata Property Act*, the Dwelling Units within the Development may be occupied by the Owners of the strata lots.

3.0 Reporting

- 3.1 The Owner covenants and agrees to provide to the City, upon written request from the City's Director of Sustainability Planning and Community Development, a report in writing confirming:

- (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners; and
- (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.

- 3.2 The Owner covenants and agrees:

- (a) to exercise its voting rights in the Strata Corporation against the passage of any bylaws that would restrict the availability for rental of any Dwelling Unit under the terms of a Tenancy Agreement unless this Agreement is amended; and
- (b) to notify the City of any proposed amendments to its strata bylaws.

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

4.0 Notice to be Registered in Land Title Office

- 4.1 Notice of this Agreement ("**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483(5) 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.

5.0 Liability

- 5.1 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.
- 5.2 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.

{00031825:2}

6.0 General Provisions

Notice

6.1 If sent as follows, notice under this Agreement is considered to be received

(a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and

(b) on the date of delivery if hand-delivered,

to the City:

City of Victoria

#1 Centennial Square, Victoria, British Columbia V8W 1P6

Attention: Director of Sustainability Planning and Community Development

Facsimile: 250-361-0386

to the Owner:

Li Xin Wang

2424 Richmond Road, Victoria, British Columbia V8R 4S3

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

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

If normal mail service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

(a) notice sent by the impaired service is considered to be received on the date of delivery, and

(b) 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.

Time

7.2 Time is to be the essence of this Agreement.

Binding Effect

7.3 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.

{00031825:2}

Waiver

- 7.4 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.

Headings

- 7.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

- 7.6 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.

Equitable Remedies

- 7.7 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.

Cumulative Remedies

- 7.8 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.

Entire Agreement

- 7.9 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

Further Assurances

- 7.10 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.

Amendment

- 7.11 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.

Law Applicable

- 7.12 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

{00031825:2}

No Derogation from Statutory Authority

7.13 Nothing in this Agreement shall:

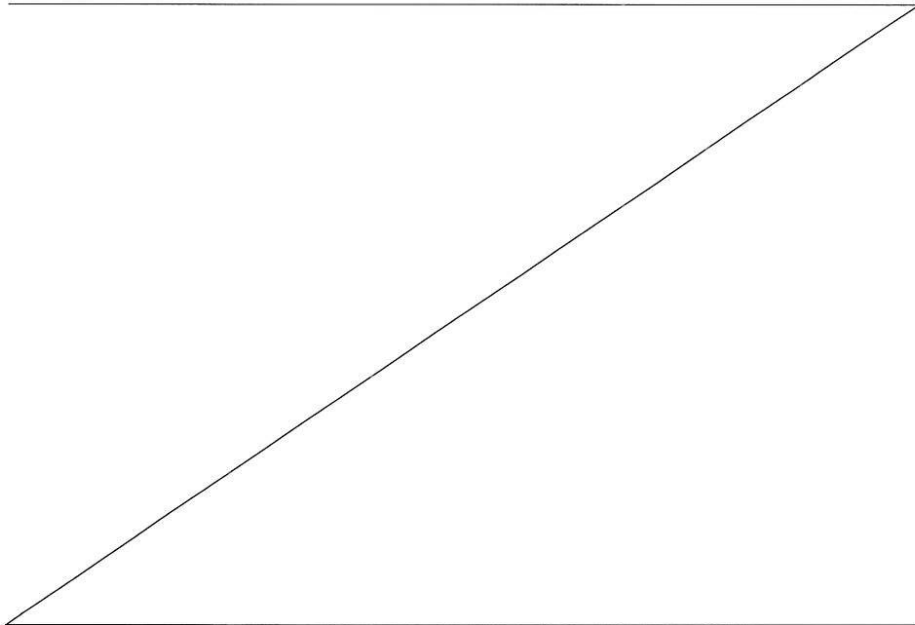
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or 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.

Joint and Several

7.14 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.

Counterpart

7.15 This Agreement may be executed in counterparts and delivered by facsimile or 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.



{00031825;2}

Effective Date

7.16 This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the dates inscribed at a place within British Columbia:

Date signed: MAY 24 2019

SIGNED, SEALED and DELIVERED
in the presence of:

Name

RAJIV K. GANDHI
Address Barrister & Solicitor

Third Floor, Burnes House
Occupation 26 Bastion Square
Victoria, BC V8W 1H9

LI XIN WANG

Date signed: _____

**THE CORPORATION OF
THE CITY OF VICTORIA,**
by its authorized signatories:

Mayor

City Clerk



Council Report
For the Meeting of July 18, 2019

To: Council **Date:** July 10, 2019
From: C. Coates, City Clerk
Subject: 2330 Government Street: Rezoning Application No. 00682

RECOMMENDATION

That the following bylaw be given first and second readings:
1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1198) No. 19-078

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 19-078.

The issue came before Council on June 27, 2019 where the following resolution was approved:

2330 Government Street: Rezoning Application No. 00682

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw amendment that would authorize the proposed development outlined in Rezoning Application No. 00682 for 2330 Government Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Coates'.

Chris Coates
City Clerk

Report accepted and recommended by the City Manager:

A handwritten signature in black ink, appearing to read 'Jocelyn Jenkins'.

Date:

A handwritten date in black ink, appearing to read 'July 11, 2019'.

List of Attachments:

- Bylaw No. 19-078

NO. 19-078

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the M-G-4 Zone, Government Light Industrial 4 District, and to rezone land known as 2330 Government Street from the M-G Zone, Government Light Industrial 2 District, to the M-G-4 Zone, Government Light Industrial 4 District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT
BYLAW (NO. 1198)”.
- 2 Bylaw No. 80-159, the Zoning Regulation Bylaw, is amended in the Table of Contents of
Schedule “B” under the caption PART 7 – Industrial and Service Zones by adding the
following words:
- “7.62 M-G-4, Government Light Industrial 4 District”
- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 7.61
the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 2330 Government Street, legally described as PID: 014-081-091, Lot
A, Sections 3 and 4, and of District Lot 121, Victoria District, and Part of the Bed of the
Public Harbour of Victoria, Plan 48591 and shown hatched on the attached map, is
removed from the M-G Zone, Government Light Industrial 2 District, and placed in the
M-G-4 Zone, Government Light Industrial 4 District.

READ A FIRST TIME the day of 2019

READ A SECOND TIME the _____ day of _____ 2019

Public hearing held on the _____ day of _____ 2019

READ A THIRD TIME the _____ day of _____ 2019

ADOPTED on the _____ day of _____ 2019

CITY CLERK

MAYOR

PART 7.62 – M-G-4 ZONE, GOVERNMENT LIGHT INDUSTRIAL 4 DISTRICT

7.62.1 Permitted Uses in this Zone

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

- a. All of the uses permitted under Part 7.45 for the M-G Zone, Government Light Industrial 2 District;
- b. Brewpub, subject to the regulations in this Part.

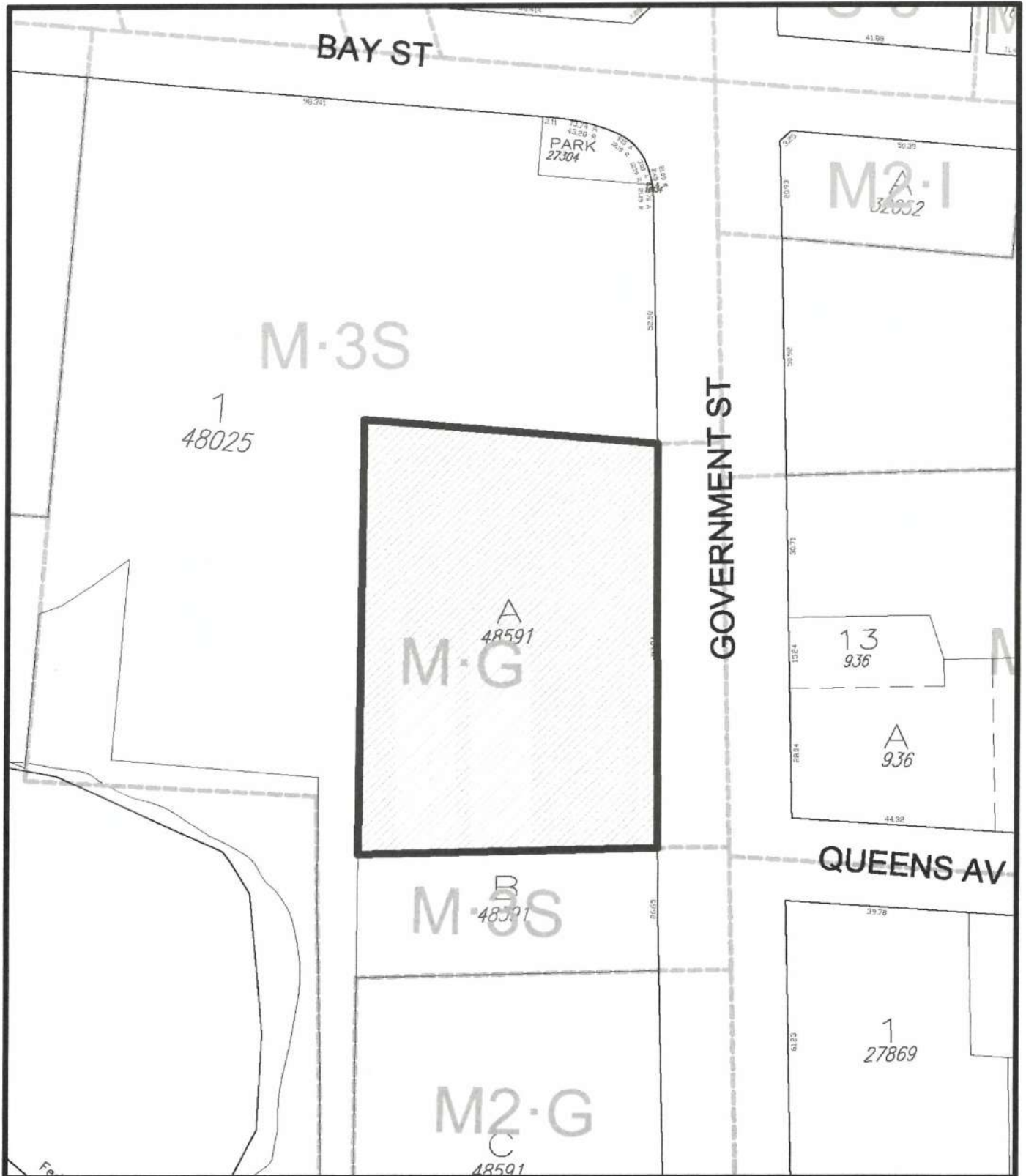
7.62.2 Floor Area

Floor area (maximum)

72m²

7.62.3 General Regulations

Except as provided in this Part, the regulations in the M-G Zone, Government Light Industrial 2 District apply in this Zone.



2330 Government Street
Rezoning No.00682





Council Report

For the Meeting of July 18, 2019

To: Council **Date:** July 10, 2019
From: C. Coates, City Clerk
Subject: 1900-1912 Richmond Road: Rezoning Application No. 00651

RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1191) No. 19-060

And that the following bylaw be given first, second, and third readings:

1. Housing Agreement (1900, 1908, & 1912 Richmond Road) Bylaw (2019) No. 19-083

BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaws No. 19-060 and No. 19-083.

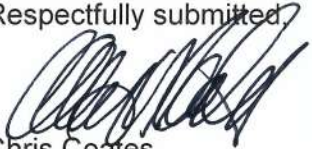
In accordance with Council's motion on June 27, 2019, included below, the necessary conditions have been met and the application can advance to a Public Hearing.

1900 Richmond Road: Rezoning Application No. 00651 Update

That first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following legal documents are prepared and executed:


- a. Statutory Right-of-Way of 1.82m off Fort Street
- b. Statutory Right-of-Way of 1.39m off Birch Street
- c. Statutory Right-of-Way of 4.53m off Richmond Road
- d. Statutory Right-of-Way of 1.44m off Ashgrove Street
- e. Housing Agreement to secure the building as rental in perpetuity and to secure the amenity spaces as noted on plans date stamped March 14, 2019.

Respectfully submitted,



Chris Coates
City Clerk

Report accepted and recommended by the City Manager:



Date: July 11, 2019

List of Attachments:

- Bylaw No. 19-060
- Bylaw No. 19-083

A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the C1-R Zone, Richmond Limited Commercial 2 District, and to rezone land known as 1900, 1908 & 1912 Richmond Road from the R3-2 Zone, Multiple Dwelling District, and the C-1 Zone, Limited Commercial District, to the C1-R Zone, Richmond Limited Commercial 2 District.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the "ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1191)".
- 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:

"4.95 C1-R Zone, Richmond Limited Commercial 2 District"

- 3 The Zoning Regulation Bylaw is also amended by adding to Schedule B after Part 4.95 the provisions contained in Schedule 1 of this Bylaw.
- 4 The land known as 1900, 1908 & 1912 Richmond Road, legally described as PID: 000-142-506, Lot A, Section 76, Victoria District, Plan 20969; PID: 009-196-137, Lot 49, Section 76, Victoria District, Plan 257; PID: 009-196-145, Lot 50, Section 76, Victoria District, Plan 257; and PID: 009-196-153, Lot 51, Section 76, Victoria District, Plan 257, and shown hatched on the attached map, is removed from the R3-2 Zone, Multiple Dwelling District and the C-1 Zone, Limited Commercial District and placed in the C1-R Zone, Richmond Limited Commercial 2 District.

READ A FIRST TIME the	day of	2019
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READ A SECOND TIME the	day of	2019
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Public hearing held on the	day of	2019
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READ A THIRD TIME the	day of	2019
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ADOPTED on the	day of	2019
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CITY CLERK

MAYOR

PART 4.95 – C1-R ZONE, RICHMOND LIMITED COMMERCIAL 2 DISTRICT**4.95.1 Definitions**

In this Part, Assisted Living Facility means premises in which housing, meal services, housekeeping services, laundry services, social and recreational opportunities, a 24 hour emergency response system, and one or two prescribed services as defined in the Community Care and Assisted Living Act are provided by or through the operator to 3 or more adults who are not related by blood or marriage to the operator of the premises.

4.95.2 Permitted Uses in this Zone

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

- a. Uses permitted in the R-2 Zone, Two Family Dwelling District, subject to the regulations set out in Part 2.1 of the Zoning Regulation Bylaw
- b. Assisted Living Facility
- c. Medical Laboratory
- d. Medical Offices
- e. Restaurant
- f. Retail

4.95.3 Lot Area

- a. Lot area (minimum) 4697m²
- b. Lot width (minimum) 72m

4.95.4 Community Amenities

- a. As a condition of additional density pursuant to Part 4.95.5, a monetary contribution of \$1,000,000 must be provided to the Victoria Housing Reserve Fund prior to issuance of a Development Permit.
- b. Until the amenity contribution identified in Part 4.95.4 a. is paid in full, it shall be adjusted annually on January 1 commencing the second calendar year following the year Bylaw #19-060 is adopted and each year thereafter, by adding to the base contribution amount in Part 4.95.4 a. an amount calculated by multiplying that base contribution as of the previous January 1 by the annual percentage increase in the CPI for the most recently published 12 month period.
- c. For the purposes of this Part 4.95.4 "CPI" means the all-items Consumer Price Index for Victoria published by Statistics Canada or its successor in function.

PART 4.95 – C1-R ZONE, RICHMOND LIMITED COMMERCIAL 2 DISTRICT**4.95.5 Floor Area, Floor Space Ratio**

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| a. <u>Total floor area</u> (maximum) | 10,771.30m ² |
| b. <u>Floor space ratio</u> where the amenity has not been provided pursuant to Part 4.95.4 (maximum) | 1.4:1 |
| c. <u>Floor space ratio</u> where the amenity has been provided pursuant to Part 4.95.4 (maximum) | 2.29:1 |
| d. A minimum of 170m ² on the ground floor must be dedicated to one or more of the following uses: medical laboratory, medical office or pharmacy. | |

4.95.6 Height, Storeys

- | | |
|---------------------------------------------------------------------------------------------------------------|--------|
| a. Principal <u>building height</u> where the amenity has not been provided pursuant to Part 4.95.4 (maximum) | 12m |
| b. Principal <u>building height</u> where the amenity has been provided pursuant to Part 4.95.4 (maximum) | 20.64m |
| c. <u>Storeys</u> (maximum) | 5 |

4.95.7 Setbacks, Projections

- | | |
|------------------------------------------------------------------------|-------|
| a. <u>Street Boundary</u> – Birch Street (minimum) | 1.10m |
| b. <u>Rear yard setback</u> – Ashgrove Street (minimum) | 2.55m |
| c. <u>Side yard setback</u> - from interior <u>lot lines</u> (minimum) | 2.24m |
| d. <u>Side yard setback</u> – Fort Street (minimum) | 2.00m |

4.95.8 Site Coverage, Open Site Space

- | | |
|-------------------------------------|--------|
| a. <u>Site Coverage</u> (maximum) | 51% |
| b. <u>Open site space</u> (minimum) | 30.45% |

PART 4.95 – C1-R ZONE, RICHMOND LIMITED COMMERCIAL 2 DISTRICT**4.95.9 Vehicle and Bicycle Parking**

- | | |
|-------------------------------------|----------------------------------------------------------------------------------------------------------|
| a. <u>Vehicle parking</u> (minimum) | Subject to the regulations in Schedule "C" except as otherwise specified by the regulations in this Part |
| b. <u>Medical Offices</u> | 1 space per 50m ² floor area |
| c. <u>Medical Laboratory</u> | 1 space per 50m ² floor area |
| d. <u>Restaurant</u> | 1 space per 50m ² floor area |
| e. Bicycle parking (minimum) | Subject to the regulations in Schedule "C" |



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 enacts the following provisions:

1 This Bylaw may be cited as the "HOUSING AGREEMENT (1900, 1908 & 1912
RICHMOND ROAD) BYLAW (2019)".

2 The Mayor and the City Clerk are authorized to execute the Housing Agreement

(a) substantially in the form attached to this Bylaw as Schedule A;

(b) between the City and Amica Oak Bay Inc., or other registered owners from time to time of the lands described in subsection (c); and

(c) that applies to the lands known as 1900, 1908 & 1912 Richmond Road, Victoria, BC, legally described as:

PID: 000-142-506, Lot A, Section 76, Victoria District, Plan 20969
PID: 009-196-137, Lot 49, Section 76, Victoria District, Plan 257
PID: 009-196-145, Lot 50, Section 76, Victoria District, Plan 257
PID: 009-196-153, Lot 51, Section 76, Victoria District, Plan 257.

ADOPTED on the _____ day of _____ 2019

MAYOR

HOUSING AGREEMENT
 (Requiring all units to be rented)
 (Pursuant to Section 483 of the *Local Government Act*)

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
 #1 Centennial Square
 Victoria, B.C. V8W 1P6
 (the "City")

OF THE FIRST PART

AND:

AMICA OAK BAY INC. Inc. No. BC1193710,
 a company incorporated under the laws of British Columbia,
 having an office at Suite 3200 - 20 Queen Street, Toronto, ON M5H 3R3
 (the "Owner")

OF THE SECOND PART

AND:

BANK OF MONTREAL,
 a Canadian Chartered Bank having a postal address at
 18th Floor, 1st Canadian Place, Toronto, ON M5X 1A1
 (the "Existing Chargeholder")

OF THE THIRD PART

WHEREAS:

- A. 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*.
- B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 1900 Richmond Road, Victoria, B.C. and legally described as:

PID: 000-142-506
 Lot A Section 76 Victoria District Plan 20969

PID: 009-196-137
 Lot 49 Section 76 Victoria District Plan 257

PID: 009-196-145
 Lot 50 Section 76 Victoria District Plan 257

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PID: 009-196-153

Lot 51 Section 76 Victoria District Plan 257

(collectively, the "**Lands**");

- C. The Owner has applied to the City to rezone the Lands to permit 137 residential housing units within the Development in accordance with this Agreement.
- D. 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 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 \$10.00 and 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:

"**Development**" means the new 137 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 137 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;

"**Dwelling Unit**" means any of such residential dwelling units located on the Lands;

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 8.3; and

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

1.2 In this Agreement:

- (a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and
- (b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

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2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1** 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 tenant(s) under the terms of a Tenancy Agreement (if and to the extent that the *Residential Tenancy Act* applies to such tenancy) between the Owner and the tenant(s) who occupies the Dwelling Unit.

3.0 NO RESTRICTIONS ON RENTALS

- 3.1** 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 prohibit the Owner of a Dwelling Unit from renting that Dwelling Unit.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands without the consent of the City.

4.0 REPORTING

- 4.1** The Owner covenants and agrees to provide to the Director, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented or are vacant;
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

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

- 4.2** 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, subject to the rights of tenants of the Dwelling Units.
- 4.3** 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.

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 5.1** Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City at the cost of the Owner 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.

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6.0 LIABILITY

- 6.1** The Owner agrees to indemnify and save 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.
- 6.2** 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.

7.0 PRIORITY AGREEMENT

- 7.1** The Existing Chargeholder, as the registered holder of a charge by way of Mortgage and Assignment of Rents registered against title to the Lands in the Land Title Office at Victoria, British Columbia, under numbers CA7337010 and CA7337011, respectively (the "**Existing Charges**"), 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*, and this Agreement shall be an encumbrance upon the Lands in priority to the Existing Charges in the same manner and to the same effect as if Notice had been filed prior to the Existing Charges.

8.0 GENERAL PROVISIONS

- 8.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received
- (a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and
 - (b) on the date of delivery if hand-delivered,

to the City:

City of Victoria
 #1 Centennial Square
 Victoria, BC V8W 1P6
Attention: Director of Sustainable Planning and Community Development
 Fax: 250-361-0386

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to the Owner:

Amica Oak Bay Inc.
Suite 3200 - 20 Queen Street
Toronto ON M5H 3R3

Attention: Kate Milliken Binns
Fax: 604-608-9345

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

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

- (b) notice sent by the impaired service is considered to be received on the date of delivery, and
- (c) 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.

8.2 TIME. Time is of the essence of this Agreement.

8.3 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.

8.4 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.

8.5 HEADINGS. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

8.6 LANGUAGE. 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.

8.7 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

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- 8.8 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.
- 8.9 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.10 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.
- 8.11 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.
- 8.12 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.13 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) relieves 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.
- 8.14 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.
- 8.15 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by facsimile or 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.
- 8.16 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

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

Date signed: _____

Print Name: Douglas MacLachlan

Date signed: July 3, 2015

Date signed: _____

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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 signatories:)

MAYOR Lisa Helps)

CITY CLERK Chris Coates)

Date signed: _____)

AMICA OAK BAY INC.)
by its authorized signatories:)

Print Name: _____)

Print Name: _____)

Date signed: _____)

BANK OF MONTREAL)
by its authorized signatories:)

Print Name: _____)

Abhishek Menon
Associate

Print Name: _____)

Geoffrey Keating
Director

Date signed: _____)

2nd July 2019

Thomas J. Hunter
SOLICITORS CANADA LLP

Execution by Bank of Montreal only for the purpose set out in Section 7.1.

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