



THE CORPORATION OF THE CITY OF VERNON

A G E N D A

PUBLIC HEARING
RECREATION CENTRE AUDITORIUM
MONDAY, JUNE 22, 2020
5:30 / 6:00 PM

1. CALL TO ORDER

MAYOR Cumming will call the meeting to order and advise that the purpose of the Public Hearing /Public Input is to consider:

- A. "Heritage Revitalization Agreement Amendment (2301 32nd Avenue) Bylaw Number 5819, 2020"
- B. "2103 39th Street Rezoning Amendment Bylaw Number 5814, 2020"

2. CONFIRMATION OF PUBLICATION

The CORPORATE OFFICER will provide information as to how the meeting was publicized, as required by Legislation.

3. BYLAW

**HERITAGE
REVITALIZATION
AGREEMENT
AMENDMENT FOR 2301
32nd AVENUE
(HRA00006)
(P. 3, 7)
5:30 PM**

- A. "Heritage Revitalization Agreement Amendment (2301 32nd Avenue) Bylaw Number 5819, 2020"

A Bylaw:

To amend Heritage Revitalization Agreement Bylaw #4817 to remove "Clinic" and add Office, Office and Personal Services to read "Dental Office, Office and Personal Services" as permitted uses.

**REZONING
APPLICATION FOR
2103 39th STREET
(ZON00348)
(P. 43, 46)
6:00 PM**

- B. "2103 39th Street Rezoning Amendment Bylaw Number 5814, 2020"

A Bylaw:

To rezone the property from R2 – Large Lot Residential to R2h – Large Lot Residential – **Sub-zone** to allow for a "home based business, major" use within the existing single family dwelling.

4. PROCEDURE FOR EACH BYLAW:

- a) Brief description of the application by City Staff.
- b) Mayor will request the Corporate Officer to indicate any correspondence/petitions received, for the record.
- c) Mayor will call for representation from the public in attendance.
 - i. Microphones are provided for any person(s) wishing to make representation to the meeting.
 - ii. The Chair will recognize ONLY speakers at the microphones. Speakers may be requested to limit the length of time they speak until all present, who wish to be heard, have been given an opportunity. Thereafter speakers may take another opportunity to speak.
 - iii. The public and members of Council may ask questions of the applicant and / or City staff in order to clarify details of the project, etc.
 - iv. Final calls for representation.

5. RECESS

During the COVID pandemic, Council is taking additional steps to provide opportunity for members of the community who wish to comment on a Public Hearing application by including an additional opportunity to comment in writing.

- a) The Public Hearing will be recessed to permit further written submissions until **3:00 pm** on **June 29, 2020**.
- b) The Public Hearing will be reconvened on June 29, 2020 at 5:30 pm in the Vernon Recreation Centre Auditorium to receive the written submissions.

**COVID-19
PROCEDURES**

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5819

A bylaw to amend Heritage Revitalization Agreement
Bylaw Number 4817

WHEREAS the Council of The Corporation of the City of Vernon has determined to amend Heritage Revitalization Agreement Bylaw #4817, 2004;

NOW THEREFORE the Council of The Corporation of the City of Vernon in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **“Heritage Revitalization Agreement Amendment (2301 32 Avenue) Bylaw Number 5819, 2020”**.
2. That “Heritage Revitalization Agreement Bylaw #4817, 2004” is hereby amended as follows:
 - i) By Amending ‘Appendix “A” Conservation Plan’ to remove “Clinic” and ADD **Office, Office or Personal Services**, as shown in **red** on **Schedule A** attached to and forming part of this bylaw.
 - ii) By Amending ‘Appendix “C” Permitted Uses’ to delete “Clinic” and replace with **Office, Office and Personal Services**, as shown in **red** on **Schedule B** attached to and forming part of this bylaw.
3. Heritage Revitalization Agreement Bylaw Number 4817, 2004, is hereby ratified and confirmed in every other respect.

Bylaw 5819

Page 2

READ A FIRST TIME this 25th day of May, 2020

READ A SECOND TIME this 25th day of May, 2020.

PUBLIC HEARING this day of , 2020.

READ A THIRD TIME this day of , 2020.

ADOPTED this day of , 2020.

Mayor:

Corporate Office

APPENDIX "A"

Conservation Plan

PART 1

1. The owner agrees to maintain existing landscaping on the site as shown in Appendix "B".
2. The Owner agrees that the use of the heritage building will be limited to a Dental-Clinic **Office, Office or Personal Services** in conjunction with Residential use.
3. Any existing parking areas and existing landscaping will be maintained so as not to not impact negatively on the residential neighbourhood.
4. City of Vernon's Zoning Bylaw #2458 as amended is hereby varied and supplemented in its application to the Lands by this Agreement in the following regards:
 - a. A. Division 6, Section 35.01, Off-Street Loading, is waived in its application to the Lands.
5. The Owner shall agree to restrict the hours of operation of the Dental-Clinic **Office, Office and Personal Services** use to between 7:00 am and 8:00 pm.
6. If the heritage building is damaged, the Owner shall repair the damage in accordance with known heritage conservation practices. If the heritage building is completely destroyed, the terms and provisions of this Agreement shall be declared invalid and any future proposed development of the property will be subject to the terms and conditions of City of Vernon's Zoning Bylaw #2458 as amended.
7. Signage shall be limited to one small fascia sign and one small free standing sign indicating the business name and where the parking area is located Signage shall conform to the regulations for heritage signs as contained in the City's Sign Bylaw.

SCHEDULE 'B'
Attached to and Forming Part of Bylaw 5819
"Heritage Revitalization Agreement Amendment (2301 32 Avenue) Bylaw Number 5819, 2020"

APPENDIX "C"

Permitted Uses

Dental-Clinic **Office, Office and Personal Services**
In conjunction with Residence



THE CORPORATION OF THE CITY OF VERNON REPORT TO COUNCIL

SUBMITTED BY: Keltie Chamberlain,
Planning Assistant, Current Planning
& Economic Development

COUNCIL MEETING: REG COW I/C
COUNCIL MEETING DATE: May 25, 2020
REPORT DATE: May 13, 2020
FILE: HRA00006

SUBJECT: HERITAGE REVITALIZATION AGREEMENT BYLAW AMENDMENT APPLICATION
FOR 2301 32nd AVENUE

PURPOSE:

To review the application to amend Heritage Revitalization Agreement Bylaw #4817, 2003 governing the property at 2301 32nd Avenue. The intent is to delete the current permitted commercial use "Dental Office in conjunction with a Residence" and replace it with "Dental Office, Office or Personal Services in conjunction with a Residence".

RECOMMENDATION:

THAT Council support the application to amend Heritage Revitalization Agreement Bylaw #4817, 2003, governing Lot 14, Block 1, Plan 327, Section 34, Township 9, ODYD (2301 32nd Avenue) by deleting the current permitted uses "Dental Office in conjunction with a Residence" and replacing it with "Dental Office, Office or Personal Services in conjunction with a Residence" use subject to the following:

- a) The Conservation Plan is maintained;
- b) The Good Neighbour Agreement is renewed to include the new uses on the subject property;
and,
- c) Class I and II bicycle parking is provided in a secure location on the site and included in the Conservation Plan.

ALTERNATIVES & IMPLICATIONS:

1. THAT Council not support the application to amend Heritage Revitalization Agreement Bylaw #4817, 2003, governing Lot 14, Block 1, Plan 327, Section 34, Township 9, ODYD (2301 32nd Avenue) by deleting the current permitted uses "Dental Office in conjunction with a Residence" and replacing them with "Dental Office, Office or Personal Services in conjunction with a Residence".

Note: This alternative does not support the proposed amendment, and the owner would have to continue with the permitted uses of the current HRA.

ANALYSIS:

A. Committee Recommendations:

N/A.

B. Rationale:

1. The subject property at 2301 32nd Avenue, as shown on Figures 1 and 2, is 0.13 acres in area. The property is designated RLD – Residential Low Density in the Official Community Plan (OCP) and is zoned RM1: Row Housing Residential (Attachments 1 and 2). The Heritage Revitalization Agreement (Attachment 3) supercedes the underlying zoning as per Sec 610 of the Local Government Act.



Figure 1: Property Location Map



Figure 2: Aerial Photo of Property

2. The property, built in 1893, is designated on the City of Vernon Heritage Register and is referred to as the C.E. Mohr House. A Statement of Significance (Attachment 4) provides detail of the house and the Register notes that it is an "Excellent example of mansardic Second Empire style. Built by C.E. Mohr, who worked for Smith's sawmill." A heritage plaque was installed in 2012.
3. The subject property has an existing dental office on the main floor and two bedroom residence on the second floor. The subject property was approved to be converted to a dental clinic and residential apartment in 1996 by way of a site-specific rezoning. The intent at that time was to encourage heritage preservation through rezoning on a case-by-case basis. The owner has submitted an application and rationale letter (Attachment 5) to amend Heritage Revitalization Agreement (HRA) Bylaw #4817, 2003 (Attachment 3). The owner wishes to delete the current permitted commercial use "Dental Office in conjunction with a Residence" and replace it with "Dental Office, Office and Personal Services in conjunction with a Residence".
4. On February 3, 2004, Heritage Revitalization Agreement Bylaw #4817 for the subject property was registered on title. This HRA allows for "Dental Clinic in conjunction with a Residence" uses. The HRA governs the property and takes precedence over the underlying RM1 zoning (Attachment 6). In essence, the HRA acts as the zoning district for the subject property.
5. The HRA includes a Conservation Plan that identifies the heritage value and character (Attachment 7) of the subject property. A Heritage Alteration Permit is required for any improvements in accordance with the Conservation Plan.
6. The HRA varies Zoning Bylaw #5000, pursuant to Section 610 of the Local Government Act. The HRA waives the requirement for an off-street loading space and the RM1: Row Housing Residential zone is varied to permit commercial and residential uses as listed in Appendix C, Permitted Uses (Attachment 8).

7. The applicant is proposing to delete the "Dental Clinic in conjunction with a Residence" use from the governing HRA bylaw and replace it with "Dental Clinic, Office and Personal Service in conjunction with a Residence" use. The definition of "Office" in the Zoning Bylaw is as follows:

OFFICE means development primarily for the provision of professional, management, administrative, consulting, or financial services in an office setting. Typical uses include but are not limited to the offices of lawyers, accountants, travel agents, real estate and insurance firms, planners, clerical and secretarial agencies. Offices includes construction and development industry offices, but excludes government services, the servicing and repair of goods, the sale of goods to the customer on the site, and the manufacture or handling of a product.

The definition of "Personal Service" in the Zoning Bylaw is as follows:

PERSONAL SERVICES means uses that provide personal services to an individual which are related to the care and appearance of the body or the cleaning and repair of personal effects. Typical uses include but are not limited to barber shops, hairdressers, manicurists, tailors, dress makers, shoe repair shops, dry cleaning establishments, and laundries but do not include health services.

8. The current uses permitted on the property as well as the proposed uses have the potential for generating various levels of traffic in the neighbourhood and parking on and off the property. The level of traffic and parking would be related to how busy a specific commercial business is. The subject property has six existing parking spaces available for the commercial and residential uses (Attachment 9). The residence as a secondary use requires one parking space and Office and Personal Services use require 2.2 spaces per 100m² GFA and 2 spaces per 100m² GFA respectively under Zoning Bylaw #5000. The Heritage Home is approximately 185 m², with 102 m² commercial space on the main floor and 83.6 m² residential space on the upper floor. The interior layout of the building would limit the number of office spaces and employees that could operate within the building as shown in Attachment 10. The parking available for the proposed commercial uses is five spaces. The parking spaces provided meet the requirements of the Zoning Bylaw for the proposed uses.
9. Class I and II bicycle parking is not included in the existing site plan (Attachment 9). Zoning Bylaw #5000 requires that a total of two bicycle parking spaces be provided. Provision of bicycle parking would help reduce demand for vehicle parking and facilitate cycling. Secure bicycle parking locations would be added to the site plan and replace Appendix B-1 of the Conservation Plan.
10. The current business on the site, Pleasant Valley Dental, has outgrown the floor space in the heritage home and is relocating to a new building. The applicant has provided a letter of rationale for the amendment to the HRA (Attachment 5) with the following:
- a) The current use limits the potential tenants to a very small selection (Dentist Office) which makes leasing the space a challenge, therefore is requesting that other commercial businesses be permitted in the home under the HRA;
 - b) The home has been remodelled to accommodate commercial use and had substantial investment in renovations;
 - c) Leasing the main floor to a professional has been successful; and
 - d) The residential apartment has been a challenge to rent and requests to maintain the commercial main floor with additional types of businesses in order to avoid converting it back to residential use.

11. The proposed changes to the HRA would not involve any changes to the current access, parking, landscaping and exterior of the heritage building. Minor renovations to the interior of the building would be undertaken with a Heritage Alteration Permit. Any new signage would be of a design and size to complement the heritage building and in a location that is visible, yet does not impede motorists and pedestrian visibility at the road intersection and at the driveway entrances. Any new signs would require a sign permit application and new businesses would require a business licence application. A condition of the amended HRA would be that businesses located at the subject property provide a floor layout plan and indicate how many employees would work within the space to ensure the scale of the business can be accommodated on the subject property.
12. The applicant has indicated that the residential rental apartment in the upper level of the home has presented challenges. However, it is a condition of the commercial use that the residential apartment be retained. The residential apartment helps to maintain the residential character of the neighbourhood and provides full time use of the home, in the day and night.
13. A Good Neighbour Agreement between the City and the owner addresses commercial development adjacent to an established residential area to ensure the operation is sensitive to the residents' quality of life (Attachment 11). Key terms of the Agreement (hours of operation, snow clearing, parking, signage, lighting, landscape maintenance) will not be altered.
14. Policies within the Official Community Plan do not specifically support commercial uses on residential heritage properties, other than for a bed and breakfast home. The addition of commercial uses on the residential heritage property would not change the property's status with regard to policies within the Official Community Plan. The intensity and scale of the current and proposed commercial uses are similar. The proposed amendment is in keeping with the original intent of the HRA and honours the regulatory framework in place upon its inception.
15. The owner's responsibility to retain the exterior of the heritage building and lands would continue as the existing heritage conservation plan covenant (Appendix A of the HRA, Attachment 7) would remain on the property title. Administration supports the proposed bylaw amendment for the following reasons:
 - a. It would permit a selection of commercial uses that are similar uses to the existing commercial and residential use ensuring the heritage home continues to be actively leased;
 - b. The current scale of activity on the site would not change and would be governed by the HRA, protecting the heritage and character of the Mohr House;
 - c. The Conservation Plan and an updated Good Neighbour Agreement would be maintained; and
 - d. Bicycle parking would be available for the commercial and residential uses.
16. As per Section 610 (8) (a), a public hearing must be held to amend an HRA to permit a change to use or density that is not otherwise authorized by the prevailing zoning. As Personal Services is not a permitted use in the RM1 zoning district, a public hearing would be required if the application is to move forward.

C. Attachments:

Attachment 1 – OCP Map

Attachment 2 – Zoning Map

Attachment 3 – Heritage Revitalization Agreement Bylaw #4817

Attachment 4 – Heritage Register, Statement of Significance for C.E. Mohr House

Attachment 5 – Rationale Letter from Applicant

Attachment 6 – RM1: Row Housing Residential
Attachment 7 – Conservation Plan
Attachment 8 – Appendix C Permitted Uses
Attachment 9 – Site Layout
Attachment 10 – Floor Layout
Attachment 11 – Good Neighbour Agreement
Attachment 12 – Bylaw Amendment #XXXX

D. Council's Strategic Plan 2019 – 2022 Goals/Action Items:

The subject involves the following goals/action items in Council's Strategic Plan 2019 – 2022:

N/A

E. Relevant Policy/Bylaws/Resolutions:

1. The subject property is designated RLD – Residential Low Density in the Official Community Plan (OCP) and is zoned RM1: Row Housing Residential in Zoning Bylaw #5000.
2. The City of Vernon Heritage Register includes the subject property, the C.E. Mohr House, by Heritage Designation Bylaw and includes a Statement of Significance.
3. Sec 610 of the Local Government Act provides the enabling legislation for Council to amend the existing Heritage Revitalization Agreement (HRA) which governs the subject property. The HRA basically acts as a site specific zoning bylaw.
4. Should the HRA notice be discharged from the title of the subject property, then the underlying zoning (refer to Attachment 6) of RM1: Row Housing Residential would apply to the use and development of the property.
5. The OCP does not have policies that support commercial uses (other than a bed and breakfast home) on residential heritage properties. The proposed amendment to the subject HRA would be the continuation of the commercial usage in part of the heritage building on the property. The proposed amendments are not intended to be an enlargement of the commercial usage on the property.
6. Sec 464 of the Local Government Act provides the legislated requirement for a public hearing before adopting bylaw for the purpose of allowing the public to make representations to the local government respecting matters contained in the bylaw that is the subject of the hearing. Sec 610 (8)(a) of the Local Government Act requires a public hearing to amend an HRA to change the use or density that is not authorized by the applicable zoning of the property.

BUDGET/RESOURCE IMPLICATIONS:

N/A

Prepared by:

May 20 2020 1:25 PM

Approved for submission to Council:

X



Keltie Chamberlain

DocuSign

Will Pearce, CAO

Date: 20 MAY 2020

Keltie Chamberlain
Planning Assistant

X

Signer 2

Kim Flick
Director, Community Infrastructure and Development

REVIEWED WITH

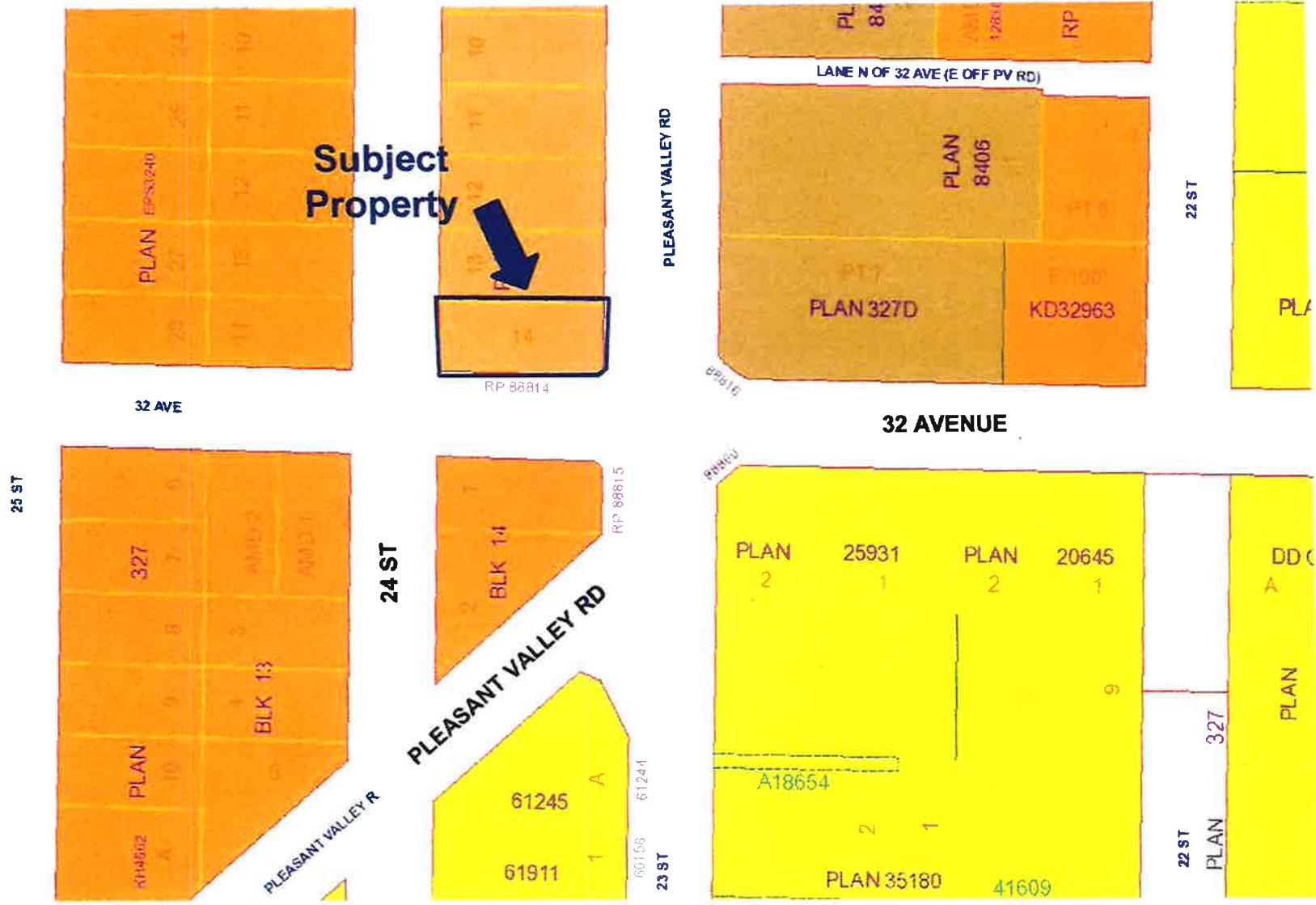
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| <input type="checkbox"/> Corporate Services | <input type="checkbox"/> Operations | <input checked="" type="checkbox"/> Current Planning |
| <input type="checkbox"/> Bylaw Compliance | <input type="checkbox"/> Public Works/Airport | <input type="checkbox"/> Long Range Planning & Sustainability |
| <input type="checkbox"/> Real Estate | <input type="checkbox"/> Facilities | <input type="checkbox"/> Building & Licensing |
| <input type="checkbox"/> RCMP | <input type="checkbox"/> Utilities | <input type="checkbox"/> Engineering & Development |
| <input type="checkbox"/> Fire & Rescue Services | <input type="checkbox"/> Recreation Services | <input type="checkbox"/> Infrastructure Management |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> Parks | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Financial Services | | <input checked="" type="checkbox"/> Economic Development & Tourism |
| <input type="checkbox"/> COMMITTEE: APC (N/A) | | |
| <input type="checkbox"/> OTHER: | | |



RLD Residential Low Density

OCP Designation





-  RM1: Row Housing Residential
-  RM2: Multiple Housing Residential
-  R2: Large Lot Residential

Zoning Designation



-3 FEB 2004 09 03 KWO12812
THE CORPORATION OF THE CITY OF VERNON

Denk

**Local Government Act
(Section 976)**

COPY

NOTICE OF HERITAGE STATUS

To: Registrar of Title
Ministry of Attorney General
Land Title Office
114, 455 Columbia Street
Kamloops, BC V2C 6K4



TAKE NOTICE that the property situated on the land described below is subject to Heritage Provisions contained in a Bylaw by the Corporation of the City of Vernon.

Legal Description of Land Affected:	Lot 14, Block 1, Plan 327, Section 34, Township 9, ODYD
Parcel Identifier:	011-693-002
Civic Address:	2301 – 32 nd Avenue, Vernon, BC
Statutory Authority:	Section 976, Local Government Act
Authorizing Bylaw Adopted on:	January 12 th , 2004 – Bylaw #4817

Further information regarding the Bylaw may be obtained from the office of The Corporation of the City of Vernon.

THE CORPORATION OF THE
CITY OF VERNON

Dated: *January 23, 2004*

By: *K. Lanktree*
Ms. Karla Lanktree, City Clerk



THE CORPORATION OF THE CITY OF VERNON

HERITAGE REVITALIZATION AGREEMENT

This Agreement dated the 31st day of Dec, 2003

Between: Dr. Karl F. Denk
2301 32nd Ave
Vernon, B.C.
V1T 2K5

(the "Owner")

OF THE FIRST PART

AND

The Corporation of the City of Vernon
A municipal corporation by letters patent pursuant to the Local
Government Act
and having offices at:
3400 - 30th Street
V1T 5E6

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular those certain parcels of land and premises situate in the City of Vernon, in the Province of British Columbia, legally described as:

Lot 14, Block 1, Plan 327, Section 34, Township 9, O.D.Y.D.
and having civic address of 2301 32nd Avenue, Vernon, B.C.

B. The City and the Owner consider that the Lands have *heritage value*.

- C. The Owner and the City desire to conserve those improvements on the Lands and the *heritage character* of the Lands which collectively constitute such *heritage value*;
- D. For the purpose of *conservation* of the *heritage value* of the Lands Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* of the Lands.
- E. Presently situated on the Lands is a Dental Clinic and a Residence that is listed in the City of Vernon's Heritage Registry and, as such, has been identified by the City of Vernon as having *heritage character*, and which the owner, and the City agree has significant *heritage value*.
- F. Section 966, Part 27 of the Local Government Act R.S.B.C. 1996 c. 323 authorize a local government to enter into a Heritage Revitalization Agreement with the owner of a heritage property and to allow variations of and supplements to the provisions of the City's Zoning Bylaw #2458 as amended, Subdivision and Development Servicing Bylaw #3843 as amended, the Building Bylaw #3283 as amended and a Heritage Alteration Permit.
- G. The improvements on the Lands and the *heritage character* of the Lands which both the Owner and the City desire to conserve and which constitute the *heritage value* of the site have been described by text, drawings, illustrations, photographs and plans attached as Appendix "A" (the "Conservation Plan") to this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966, Part 27 of the Local Government Act R.S.B.C. 1996 c.323, as follows:

1. Conservation Plan

- a) The Conservation Plan forms a part of this Agreement and to the extent that the text, and plans constituting the Conservation Plan require interpretation, the City shall determine the matter and Section 15 of this Agreement shall apply.
- b) The first part of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements on and *heritage character* of the Lands that have *heritage value*. The proposed restoration scheme provides for the timing and phasing of, and sets out the standards and specifications for restoration, rehabilitation, replication or repair to be undertaken and completed pursuant to this Agreement. The final part of

the Conservation Plan sets out restrictions, requirements and guidelines for the conservation and maintenance of all improvements and features on the Lands having *heritage value*.

2. Owner's Obligations to Conserve and Maintain

The Owner covenants and agrees that:

- a) No improvement on the Lands identified in the Conservation Plan as having *heritage value* or a part of the *heritage character* of the Lands shall be altered including alterations required or authorized by this Agreement, except pursuant to a *Heritage Alteration Permit* issued by the City.
- b) Each action of restoration, rehabilitation, replication, repair or maintenance required by the restoration scheme of the Conservation Plan shall be commenced and completed in accordance with the phasing, timing, standards and specifications set out in the restoration scheme of the Conservation Plan.
- c) All improvements identified in the background section of the Conservation Plan as having *heritage value* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the final section of the Conservation Plan.
- d) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions as are necessary to ensure that the restrictions and requirements provided in subsections (a), (b) and (c) of this Section 2 are fully observed, and the Owner shall not do, cause or allow to be done anything, that would be in breach of the restrictions herein.

3. Variation of Bylaws

Pursuant to Section 966 (2)(b)(i) of the Local Government Act, the following bylaws of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:

- a) The RM1 of City of Vernon Zoning Bylaw #2458 as amended is hereby varied and supplemented as to the Lands as follows:
 - i) by permitting commercial and residential uses as listed in Appendix "C".

- b) Division 6, Section 35.01 of Zoning Bylaw #2458 as amended is hereby waived in its requirement for an off-street loading space when there is a commercial use on the Lands.

4. Construction and Maintenance of Works

Wherever in this Agreement the Owner is issued a *Heritage Alteration Permit* to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value*, or to construct or maintain other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and with the *Heritage Alteration Permit* and all plans and specifications forming part thereof and shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and *conservation* practice.

5. No Liability to the City

In no case shall the City be liable or responsible in any way for:

- a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Lands; or
- b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person;

arising directly or indirectly from compliance with the restrictions and requirements herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission, or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein or with any other term, condition or provision of this Agreement.

6. Reasonable Care and Risk

The Owner shall at all times, in complying with the restrictions or requirements herein and its obligations in respect thereof, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons or property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements herein in

a safe manner, and without reasonably foreseeable risk to person or property as aforesaid. Subject to Section 7 hereof, compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk of the Owner.

7. Modification

If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property that cannot be reasonable avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements or its obligations herein, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or laminate the risk. Risk shall remain with the Owner, and if the City has not approved such measures as proposed by the Owner within 90 days of receipt of such notice, risk shall pass to the City and the Owner or the city may proceed pursuant to Section 19 and in the case of the City, Section 16 applies mutatis mutandis.

8. Indemnity

The Owner shall at all times indemnify and save harmless the City of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions and requirements herein, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

9. Alternative Remedies

Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement, including out of any *Heritage Alteration Permit* issued out of this Agreement, may be exercised fully in accordance with the Local Government Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference herein to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

10. Damages

The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 3 of this Agreement.

11. No Waiver

No restrictions, requirements or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, nor condoning, excusing or overlooking by the City on previous occasions of any subsequent default or in any way to defeat or affect the rights of remedies of the City.

12. Statutory Authority and Propriety Rights

Nothing in this Agreement shall 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, license or approval, granted, made or issued there under, or pursuant to Statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement in its propriety capacity as the Owner of an interest in the Lands.

13. Compliance with Bylaws

Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulation and orders are mandatory and necessarily require the breach of any restriction or positive compliance with the terms hereof, then the Owner upon sixty (60) days of written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended

but only to the extent and of the time that such mandatory law, regulation or order is inconsistent with the said regulation or obligations.

14. Notice

Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: Municipal Clerk
The Corporation of the City of Vernon
3400 – 30th Street
Vernon, B.C., V1T 5E6

If to the Owner:

Dr. Karl F. Denk
2301 32nd Ave
Vernon, B.C.
V1T 2K5

Any party hereto may at any time give notice in writing to the other of any changes of address and after the third day of the giving of such notice the address therein specified shall be the address of such party for the giving of notices hereunder.

15. Arbitration

The Owner, if dissatisfied with the City's interpretation of the Conservation Plans and any determination pursuant to Section 1(a) of this Agreement, may require that the matter be decided and determined by binding arbitration as follows:

- a) the Owner must within fourteen (14) days of any exercise of discretion by the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
- b) the City shall within seven (7) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same

qualifications willing to act, and shall give notice of the same to the Owner.

- c) where each of the Owner and the City have named an arbitrator, the two arbitrators shall within fourteen (14) days of the City's notice pursuant to this Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
- d) where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute; and
- e) any arbitrator's decision in respect of the exercise of a discretion by the City shall be final, conclusive and binding on all parties.

Without limiting the City's power of inspection conferred by Statute and in addition hereto, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

16. Headings

The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

17. Schedules

All Schedules and Appendices to this Agreement are incorporated into and form of this Agreement.

18. Number and Gender

Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

19. Interpretation

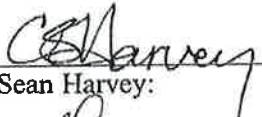
Terms use in this Agreement that are italicized are defined in the Local Government Act, R.S.B.C. 1996, C.323 and shall take their meaning from that Act.

20. Successors Bound

All restriction, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements herein on the part of the Owner.

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date noted below.

THE CORPORATION OF THE CITY OF VERNON
by its authorized signatories this 8 day of Dec, 2003.

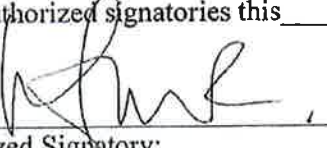


Mayor: Sean Harvey:



City Clerk: Karla Lanktree:

THE CORPORATION OF THE CITY OF VERNON
by its authorized signatories this ___ day of _____, 2003



Authorized Signatory:

11. Mohr House (2301 – 32nd Avenue)



Courtesy of: Greater Vernon Museum and Archives #225, 1893



City of Vernon, 2009

Description of Historic Place

Located on a prominent corner of Pleasant Valley Road, the Mohr house is Vernon's only example of a high-style Second Empire residence. It is a one and one half storey house with a mansard roof and dormer windows.

Heritage Value

The Mohr house is significant as a striking, rare, and intact example of a Second Empire residence. Built in 1893, it features a mansard roof with seven gabled dormer windows. The form of the building is rectangular with a dominant bay with a mansard roof and two dormers. A recessed bay contains a single dormer window. Other Second Empire design details include the shallow roof overhang, pairs of eaves brackets and the round-headed gables on the dormer windows. The house is clad in drop siding and a variety of decorative boards, including panels of vertical bevelled siding. There are several bay windows with flat roofs.

The Second Empire style became the official style for Federal buildings in Canada in the 1870-1880s. Important examples that were contemporary to the Mohr house include the Langevin Block facing Parliament Hill (the Prime Minister's Offices, 1884-1889) and the Quebec Parliament Buildings (1886). The best known British Columbia example is the Custom House in Victoria (1873-75). As a residential style, Second Empire had peaked in the United States by 1885. In Canada, the style was popular in parts of the Maritimes but there are few residential examples in western Canada.

The house is also notable for its association with its original owner, C. E. Mohr who had migrated from Ontario around 1891. Mohr was a wood turner at Smith and Clerin's Sawmill at the time of the building's construction. It is believed Mohr built the house himself. By 1898, the Vernon Directory identified him as a carpenter. The house has had many subsequent owners. Recently the house, rehabilitated into a dentist office, now has its main entry facing Pleasant Valley Road.

Character-Defining Elements

- the one and one half storey rectangular scale and massing of the house
- the prominent location at a curve of Pleasant Valley Road
- the mansard roof
- the gabled dormer windows
- spindle work decoration
- shallow overhanging roof with pairs of Italianate eaves brackets
- fenestration, including double-hung windows and bay windows
- surface materials including drop siding and panels of vertical bevelled siding

TO WHOM IT MAY CONCERN :

RE: 2301 -32 ND AVE MAINTAINING PRESENT HERITAGE STATUS

UNDER THE HERITAGE REVITALIZATION AGREEMENT BTW DR KARL F DENK AND THE CITY OF VERNON TO UPHOLD PRESENT VARIATION TO THE CITY'S ZONING BYLAW #2458 AS AMENDED AND THE SUBDIVIS./DEVELOPMENT SERVICING BYLAW #3843 AS AMENDED AND THE BUILDING BYLAW #3283 AS AMENDED AND A HERITAGE LTERATION PERMIT

I AM KINDLY ASKING YOU TO ALLOW ME CONTINUE LEASING THE PRESENT DENTAL OFFICE PREMISE TO NEW PROFESSIONAL TENANTS AFTER DR S. BICKNELL HAS MOVED TO HIS NEW BUILDING ON 27 TH STREET.THE PRESENT LEASE WILL EXPIRE AUGUST 31,2020 ,AFTER THAT I WOULD LIKE TO CONTINUE TO LEASE THIS PREMISE TO A NEW PROFESSIONAL TENANT IE :DOCTOR ,LAWYER ,ARCHITECT,MASSAGE OR PHYSIOTHERAPIST ,HAIRSTYLIST, ESTHETICIAN ETC .

MY MAIN REASONS ARE :

THE PREMISE HAS BEEN SUBSTANTIALLY REMODELLED AND LAID OUT FOR COMMERCIAL USE .

I HAVE HAD GREAT SUCCESS OVER PAST 10 YEARS WITH LEASING THE MAINFLOOR AND BASEMENT TO A PROFESSIONAL .

MY EXPERIENCE WITH THE UPSTAIRS RESIDENTIAL RENTAL HAS BEEN VERY NEGATIVE OVER THE PAST 20 YEARS .I COULD WRITE A BOOK ABOUT MY UPSTAIRS RENTER -LANDLORD EXPERIENCE RANGING FROM COMPLETELY TRASHING THE APARTMENT TO STEALING APPLIANCES AND FURNITURE AND OF COURSE NOT PAYING RENT FOR PROLONGED PERIODS .THEREFORE THE LAST THING I WANT TO DO IS ADD MORE RESIDENTIAL UNITS AND HEADACHES TO THIS PREMISE .PRESENTLY I HAVE ONE OF OUR STAFF RENTING THE UPSTAIRS AND IT SEEMS TO BE GOING FINE .

THE BUILDING HAS UNDERGONE THREE MAJOR RENOVATIONS

1996 RENOVATED THE BUILDING FROM TOP TO BOTTOM WITH NEW ELECTRICAL,PLUMBING ,DRYWALL OUTSIDE RESTORATION OF SIDING ETC

2006 ADDED 60% CONCRETE FOUNDATION TO BUILDING (REST IS STILL ON BRICK AND CLAY)

2012 REMOVED ALL OLD SIDING AND REPLACED WITH NEW HARDYPLANK SIDING,REPAINTED BUILDING AND INSTALLED NEW WINDOWS FOR WHOLE BUILDING

UPSTAIRS APARTMENT HAS BEEN RECONDITIONED (OLD HARDWOOD FLOORS ,STAIRCASE ,PAINT ETC)SEVERAL TIMES TO DATE

9.10 RM1 : Row Housing Residential

9.10.1 Purpose

The purpose is to provide a **zone** for ground oriented medium **density row housing** on urban services.

9.10.2 Primary Uses

- care centre, major
- duplex housing
- four-plex housing
- group home, major
- row housing
- semi-detached housing
- seniors housing
- single detached housing

9.10.3 Secondary Uses

- boarding rooms (*Bylaw 5440*)
- care centres, minor
- home based businesses, minor
- secondary suites (in single detached housing only)
- seniors assisted housing
- seniors supportive housing

9.10.4 Subdivision Regulations

- Minimum **lot width** is 26.0m, except it is 7.5m for fee simple **row housing** and **semi-detached dwellings**.
- Minimum **lot area** is 800m², or 10,000m² if not serviced by a **community sewer system**.
- Maximum **density** is 48.0 units per gross hectare (19.5 units/gross acre).
- Maximum **site coverage** is 65% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 85%.

9.10.5 Party Wall Subdivision Regulations

Lot Type	Minimum Lot Area		Minimum Lot Width	
	interior	corner	interior	corner
Semi-Detached Housing	225m ²	275m ²	7.5m	9.0m
Row Housing	150m ²	200m ²	6.5m	7.8m

9.10.6 Development Regulations

- With a housing agreement pursuant to Section 4.9, the maximum **density** shall be 60.0 units per gross hectare (24.5 units/gross acre).
- Where **parking spaces** are provided completely beneath habitable space of a primary **building** or beneath useable common amenity areas, providing that in all cases the **parking spaces** are screened from view, the maximum **density** shall be 60.0 units per gross hectare (24.5 units/gross acre). Where all the required parking is not accommodated completely beneath the habitable space of a primary **building** or useable common amenity areas, the additional density permitted shall be determined

through multiplying the additional 12.0 units per gross hectare (5 units/gross acre) by the percentage of parking proposed to be provided beneath habitable space of a primary **building** or useable common amenity areas.

- Maximum **site coverage** is 50% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 55%.
- Maximum **height** is the lesser of 10.0m or 2.5 **storeys**, except it is 4.5m for **secondary buildings** and **secondary structures**.
- Minimum **front yard** is 4.0m, except it is 6.0m from a garage or **carport** to the back of curb or sidewalk for vehicular entry.
- Minimum **side yard** is 1.2m, or 0.0m for shared interior **party walls** except it is 4.5m from a **flanking street**. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **side yard** shall be at least 3.0m. The **side yard** is 0.0m for fee simple **row housing** and **semi-detached dwellings**.
- Minimum **rear yard** is 6.0m, except it is 1.0m for **secondary buildings**.
- Maximum six **dwelling** units located in a **building**, with each row housing unit having a minimum width of 6.5m and 7.5m for semi-detached housing units.

9.10.7 Other Regulations

- For multi-unit residential housing, one **office** may be operated for the sole purpose of the management and operation of the multi-unit residential **development**. (*Bylaw 5540*)
- In order for bareland strata **development** to be consistent with the character of the surrounding neighborhood, the strata plan shall be considered as one **site** for defining the overall use, **density** and **site coverage**.
- The above noted **subdivision** and **development** regulations shall be applied to each strata **lot** within the strata plan.
- For strata developments, common recreation buildings, facilities and amenities may be included in the strata plan. Recreational buildings shall be treated as **secondary buildings** for the purpose of determining the size, **height** and **setbacks** of the **building** as specified in each **zone**.
- A minimum area of 25m² of private open space shall be provided per **dwelling**.
- Vehicular access to the **development** is only permitted through either a driveway shared by at least 3 units or a rear **lane**.
- For **seniors assisted housing, seniors housing and seniors supportive housing**, a safe drop-off area for patrons shall be provided on the **site**.
- No more than 6 **dwellings** may be located in a **row house building**.
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (**secondary development, yards, projections into yards, lighting, agricultural setbacks, etc.**); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- As per Section 4.10.2 - All **buildings and structures, excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". (*Bylaw 5440*)



THE CORPORATION OF THE CITY OF VERNON

APPENDIX "A"

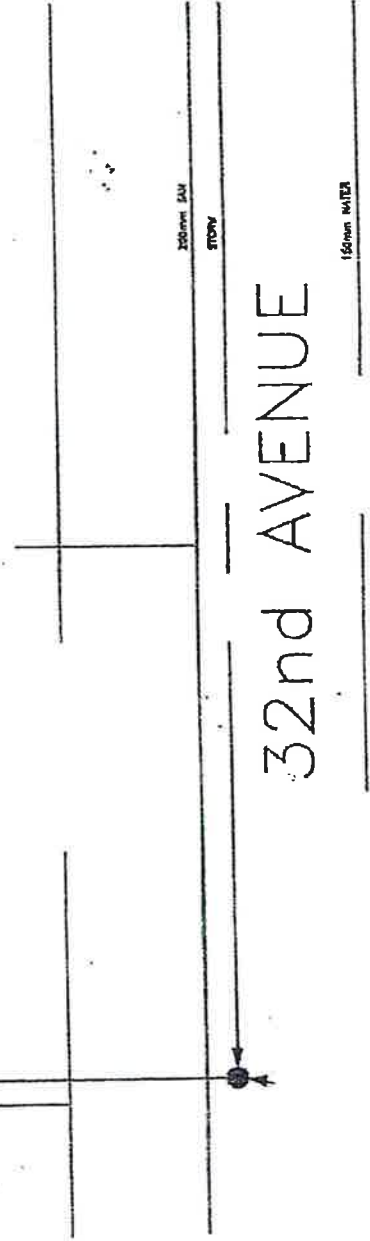
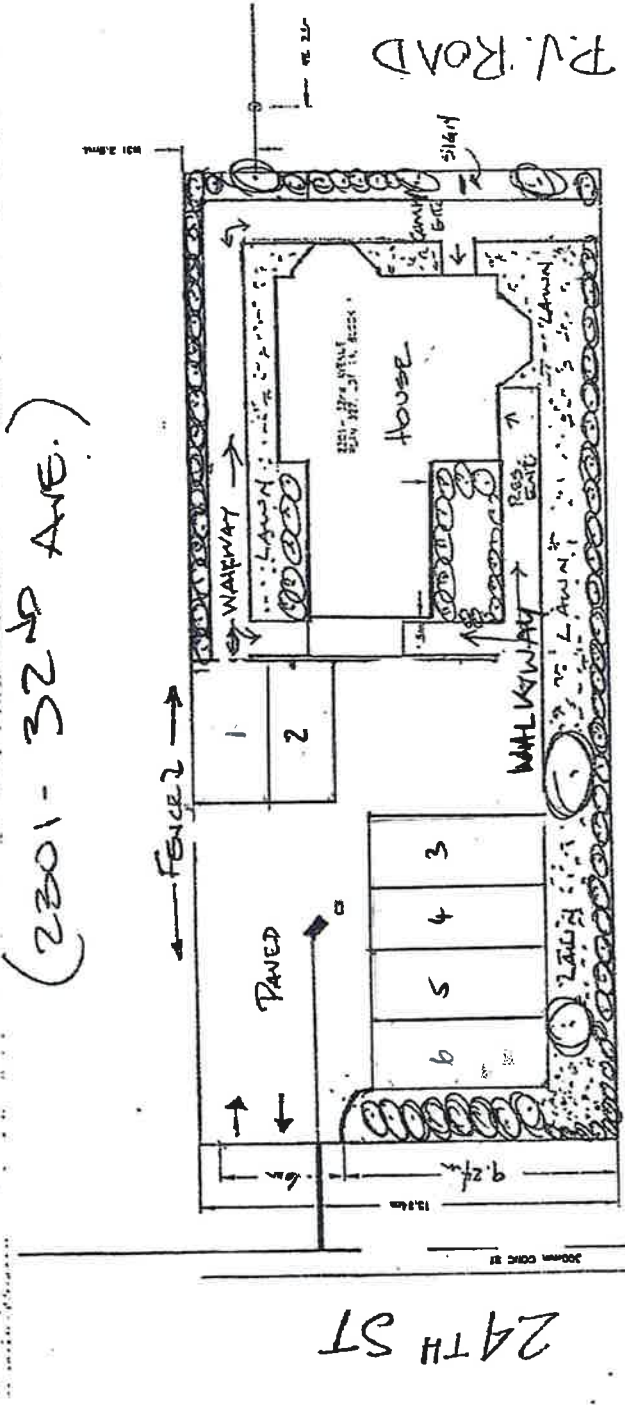
CONSERVATION PLAN

PART 1

1. The Owner agrees to maintain existing landscaping on the site as shown in Appendix "B".
2. The Owner agrees that the use of the heritage building will be limited to a Dental Clinic in conjunction with Residential use.
3. Any existing parking areas and existing landscaping will be maintained so as not to not impact negatively on the residential neighborhood.
4. City of Vernon Zoning Bylaw #2458 as amended is hereby varied and supplemented in its application to the Lands by this Agreement in the following regards:
 - a. Division 6, Section 35.01, Off-Street Loading, is waived in its application to the Lands.
5. The Owner shall agree to restrict the hours of operation of the Dental Clinic use to between 7:00 am and 8:00 pm.
6. If the heritage building is damaged, the Owner shall repair the damage in accordance with known heritage conservation practices. If the heritage building is completely destroyed, the terms and provisions of this Agreement shall be declared invalid and any future proposed development of the property will be subject to the terms and conditions of City Zoning Bylaw #2458 as amended.
7. The Owner agrees to be responsible for all on-going maintenance of the exterior of the heritage building to ensure that the heritage value is retained.
8. Signage shall be limited to one small fascia sign and on small free standing sign indicating the business name and where the parking area is located Signage shall conform to the regulations for heritage signs as contained in the City's Sign Bylaw.

REVISED Appendix B-1

Site Plan
(2301-32nd AVE.)





Appendix B-7



Appendix B-3



THE CORPORATION OF THE CITY OF VERNON

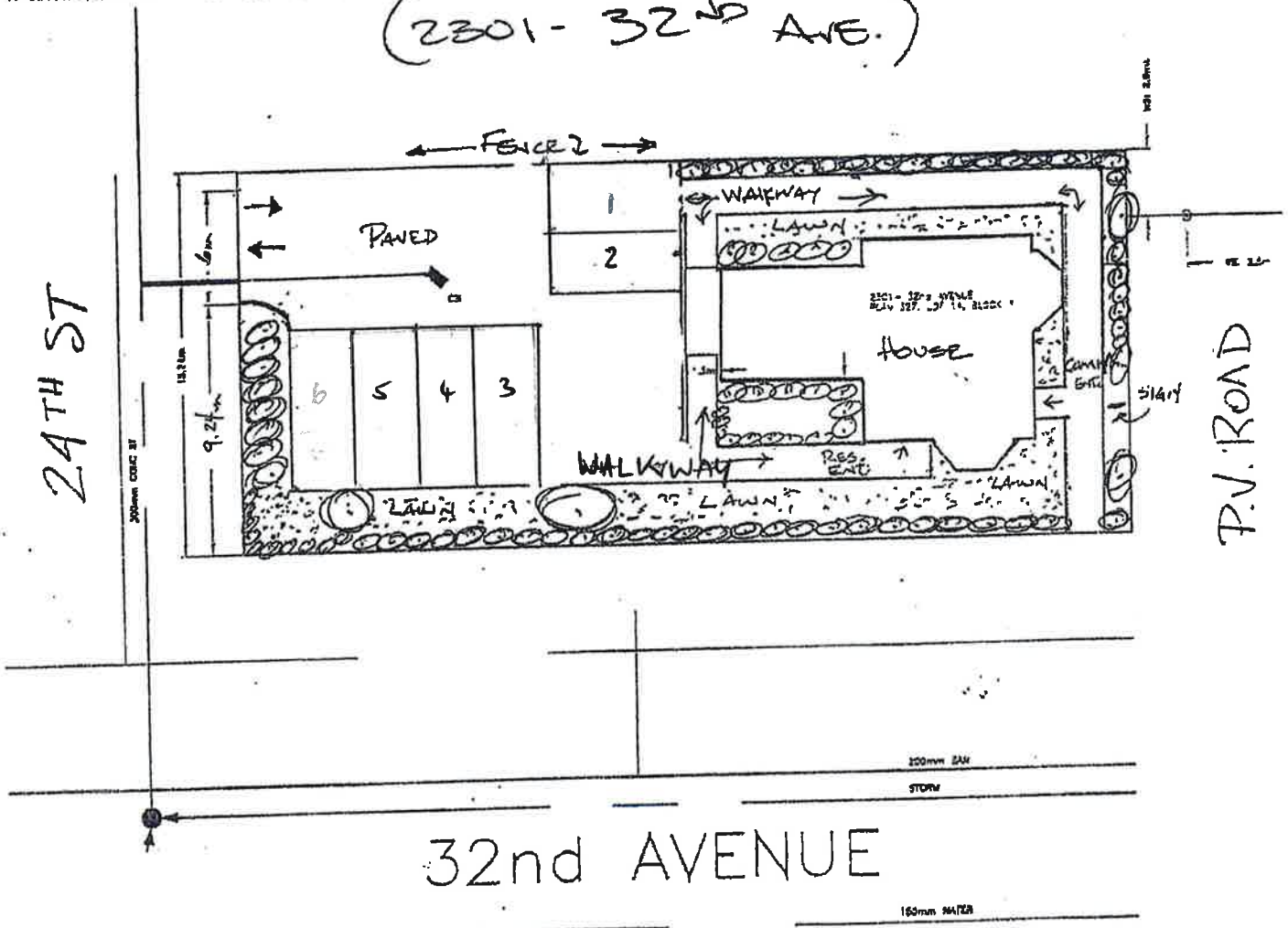
APPENDIX "C"

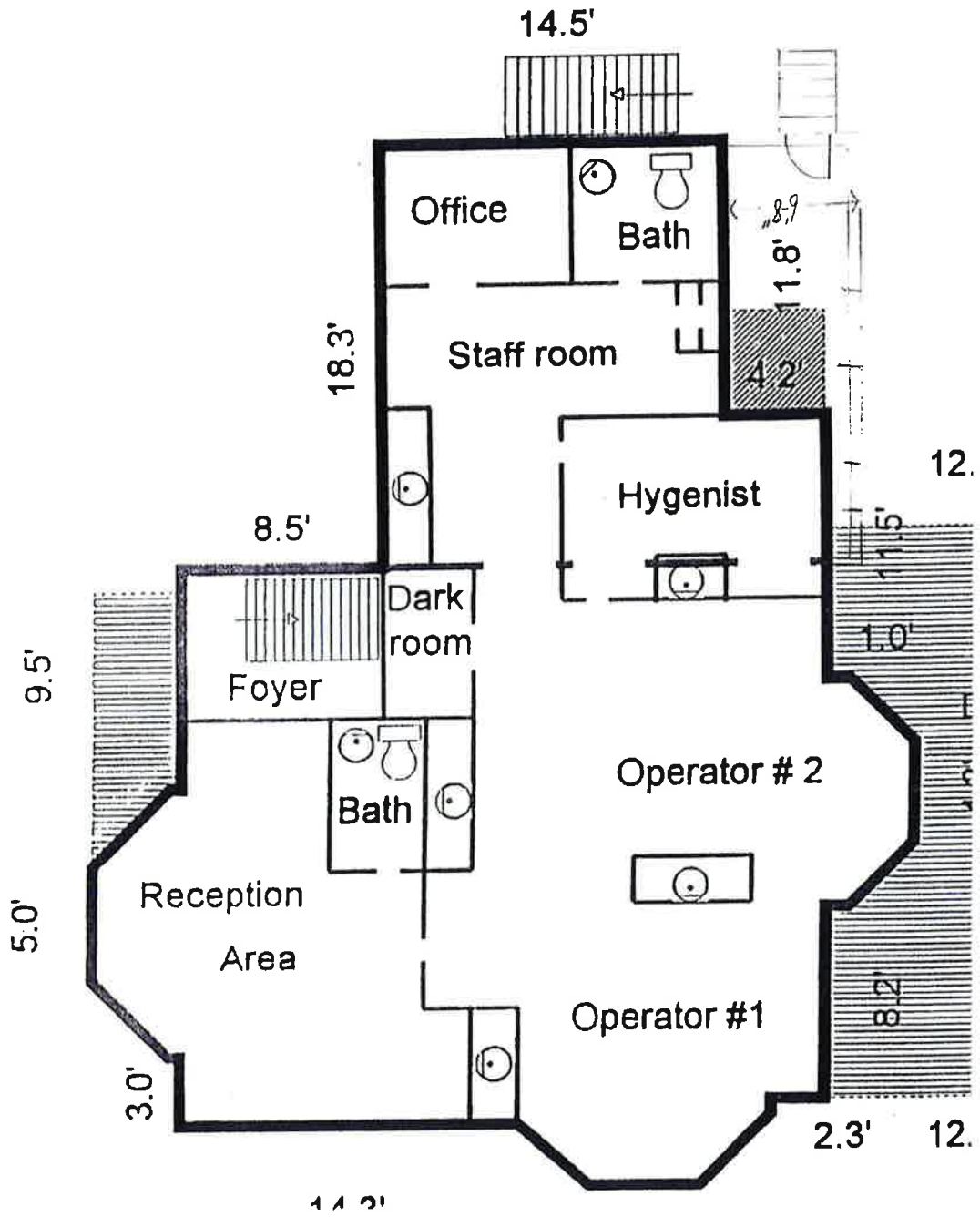
PERMITTED USES

Dental Clinic
In conjunction with Residence

REVISED
Site Plan
(2301-32nd AVE.)

Appendix B.







THE CORPORATION OF THE CITY OF VERNON

GOOD NEIGHBOUR AGREEMENT

This is a Good Neighbour Agreement made on the _____ day of _____, 20____.
 WHEREAS representatives of the City of Vernon (The "City") and the owners (Dr. Karl F. Denk) of Lot 14, Block 1, Section 34, Township 9, O.D.Y.D. (civic address of 2301 32 Avenue, Vernon, B.C.), and doing business as Pleasant Valley Dental Clinic, (The "Owner) located at 2301 32nd Avenue, Vernon, B.C., V1T 2K5 and being a business operating adjacent to an established residential area, should take into consideration the impact the business will have on the residential area.


WHEREAS it is agreed, the following measures will be implemented by the Owner, effective the _____ day of _____, 2003:


1. As there is recognition that the subject business is located adjacent to an existing residential area, the Owner will undertake to ensure the noise emissions do not disturb the neighbourhood and comply with the City of Vernon's Noise Bylaw;
2. The Dental Clinic on the subject property will not be open for business before 7:00 a.m. or after 8:00 p.m. each day;
3. The Owner will not permit a contractor or will not themselves plow or remove snow from the parking area on the subject property between the hours of 10:00 midnight to 6:30 a.m. each day;
4. The Owner will ensure the garbage bins outside the building are in an enclosed area which is kept in a clean and tidy condition, and the garbage bin area will be screened from view by the neighbouring residents;
5. The Owner will properly maintain and irrigate the landscape areas on the property;
6. The Owner will ensure the parking area, building and signage lighting will not shine into the living or sleeping quarters of the neighbouring residences;
7. Should issues arise within the neighbourhood regarding the operation of the commercial business on the subject property (i.e., parties, bonfires, etc.), the Owner and business operator will undertake to work with the community and City to resolve the issues; and
8. In the event the property and/or business is sold, the current Owner will advise the purchaser regarding the terms of this Good Neighbour Agreement, and will require that the purchaser enter into a replacement agreement.

The City and the Owner recognize that participation in this Agreement is an important acknowledgement that new commercial development adjacent to an established residential area needs to operate in a manner sensitive to the residents' quality of life. Non-compliance with the terms of this Agreement may be brought to the attention of City Council for action to be taken. There is recognition that City bylaws and other legislation shall at all times take precedence over this Agreement; and

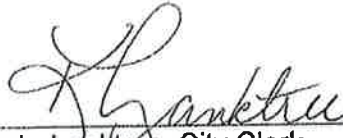
WHEREAS the Owner has entered into this Agreement, the City commends them for their recognition of their civic responsibilities and their commitment to fostering a good working relationship with their neighbours and the City.

Signed this 14 day of NOVEMBER, 2003 at Vernon, B.C.


DR. KARL F. DENK
Print Name:
(The "Owner")


Dr. KARL F. DENK
Print Name:
(The "Applicant")


Mayor Sean Harvey
(The "City")


Karla Lanktree, City Clerk
(The "City")

END OF DOCUMENT

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5819

A bylaw to amend Heritage Revitalization Agreement
Bylaw Number 4817

WHEREAS the Council of The Corporation of the City of Vernon has determined to amend Heritage Revitalization Agreement Bylaw #4817, 2004;

NOW THEREFORE the Council of The Corporation of the City of Vernon in open meeting assembled, enacts as follows:

1. This bylaw may be cited as **"Heritage Revitalization Agreement Amendment (2301 32 Avenue) Bylaw Number 5819, 2020"**.
2. That "Heritage Revitalization Agreement Bylaw #4817, 2004" is hereby amended as follows:
 - i) By Amending 'Appendix "A" Conservation Plan' to remove "Clinic" and ADD **Office, Office or Personal Services**, as shown in **red** on **Schedule A** attached to and forming part of this bylaw.
 - ii) By Amending 'Appendix "C" Permitted Uses' to delete "Clinic" and replace with **Office, Office and Personal Services**, as shown in **red** on **Schedule B** attached to and forming part of this bylaw.
3. Heritage Revitalization Agreement Bylaw Number 4817, 2004, is hereby ratified and confirmed in every other respect.

Bylaw 5819

Page 2

READ A FIRST TIME this day of , 2020

READ A SECOND TIME this day of , 2020.

PUBLIC HEARING this day of , 2020.

READ A THIRD TIME this day of , 2020.

Approved pursuant to section 52(3)(a) of the *Transportation Act* this _____ day
of _____, 20____

for Minister of Transportation & Infrastructure
Bylaw 5819

ADOPTED this day of , 2020.

Mayor:

Corporate Office

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 5819
"Heritage Revitalization Agreement Amendment (2301 32 Avenue) Bylaw Number 5819, 2020"

APPENDIX "A"

Conservation Plan

PART 1

1. The owner agrees to maintain existing landscaping on the site as shown in Appendix "B".
2. The Owner agrees that the use of the heritage building will be limited to a Dental-Clinic **Office, Office or Personal Services** in conjunction with Residential use.
3. Any existing parking areas and existing landscaping will be maintained so as not to not impact negatively on the residential neighbourhood.
4. City of Vernon's Zoning Bylaw #2458 as amended is hereby ~~varied and supplemented in its application to the Lands by this Agreement in the following regards:~~
 - a. ~~A. Division 6, Section 35.01, Off Street Loading, is waived in its application to the Lands.~~
5. The Owner shall agree to restrict the hours of operation of the Dental-Clinic **Office, Office and Personal Services** use to between 7:00 am and 8:00 pm.
6. If the heritage building is damaged, the Owner shall repair the damage in accordance with known heritage conservation practices. If the heritage building is completely destroyed, the terms and provisions of this Agreement shall be declared invalid and any future proposed development of the property will be subject to the terms and conditions of City of Vernon's Zoning Bylaw #2458 as amended.
7. Signage shall be limited to one small fascia sign and one small free standing sign indicating the business name and where the parking area is located Signage shall conform to the regulations for heritage signs as contained in the City's Sign Bylaw.

SCHEDULE 'B'
Attached to and Forming Part of Bylaw 5819

“Heritage Revitalization Agreement Amendment (2301 32 Avenue) Bylaw Number 5819, 2020”

APPENDIX “C”

Permitted Uses

Dental-Clinic Office, Office and Personal Services
In conjunction with Residence

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5814

A bylaw to amend the City of Vernon
Zoning Bylaw Number 5000

WHEREAS the Council of The Corporation of the City of Vernon has determined to amend the City of Vernon Zoning Bylaw Number 5000;

AND WHEREAS all persons who might be affected by this amendment bylaw have, before the passage thereof, been afforded an opportunity to be heard on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the **"2103 39th Street Rezoning Amendment Bylaw Number 5814, 2020"**.
2. Pursuant to the Official Zoning Map, Schedule "A" attached to and forming part of Bylaw Number 5000, is hereby amended as follows:

That the following legally described lands be rezoned from **"R2 – Large Lot Residential"** to **"R2h – Large Lot Residential – Sub-zone"**.

Legal Description:

**Lot 7, Plan 23255, District Lot 74, ODYD
(2103 39th Street)**

and by changing the Zoning Map accordingly, all in accordance with the bolded area as shown on Schedule "A" attached to and forming part of this bylaw.

BYLAW NUMBER 5814

3. Zoning Bylaw Number 5000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this 11th day of May, 2020

READ A SECOND TIME this 11th day of May, 2020

PUBLIC HEARING held this day of , 2020

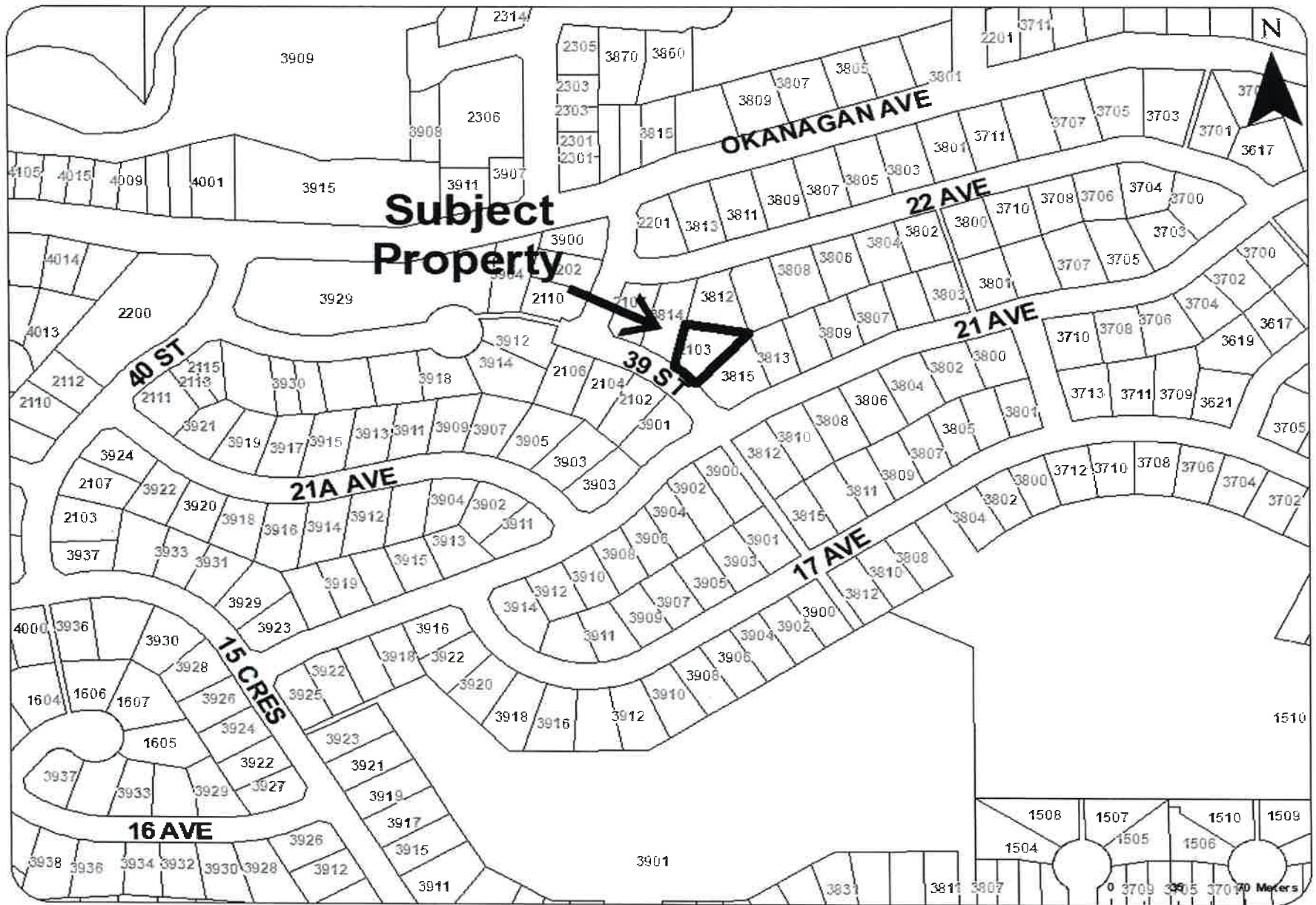
READ A THIRD TIME this day of , 2020

ADOPTED this day of , 2020.

Mayor:

Corporate Officer:

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 5814
"2103 39th Street Rezoning Amendment Bylaw Number 5814, 2020"





THE CORPORATION OF THE CITY OF VERNON REPORT TO COUNCIL

SUBMITTED BY: Keltie Chamberlain, Planning
Assistant, Current Planning &
Economic Development

COUNCIL MEETING: REG COW I/C
COUNCIL MEETING DATE: May 11, 2020
REPORT DATE: May 1, 2020
FILE: ZON00348

SUBJECT: REZONING APPLICATION FOR 2103 39TH STREET

PURPOSE:

To review the application to rezone the subject property from R2: Large Lot Residential to R2h to allow for a "home based business, major" use within the existing single family dwelling at 2103 39th Street.

RECOMMENDATION:

THAT Council support the application to rezone Lot 7, District Lot 74, Plan 23255, ODYD (2103 39th Street) from R2: Large Lot Residential to R2h to allow for a "home based business, major" use within the existing single family dwelling at 2103 39th Street, subject to a restrictive covenant being registered on title for the following conditions:

- a) That no person other than residents of the primary residence shall be engaged in the home based business, major;
- b) That an operation of a secondary suite is not permitted concurrently with a home based business;
- c) That the home based business, major shall not generate more than one client to the site at any given time;
- d) That the home based business, major be limited to a one-chair hair salon; and
- e) That stipulates details of any signage for the home based business to one sign, non-illuminated, 0.5m², no higher than 1.2m, attached to the dwelling or ground mounted near the vehicle entrance with consideration of sight lines.

AND FURTHER, that Council support of ZON00348 is subject to the following:

- a) that the site and floor plans, generally shown as Attachment 1 in the report titled "Rezoning Application for 2103 39th Street" dated May 1, 2020, by the Planning Assistant be attached to and form part of ZON00348 as Schedule 'A'.

ALTERNATIVES & IMPLICATIONS:

1. THAT Council not support the application to rezone Lot 7, District Lot 74, Plan 23255, ODYD (2103 39th Street) from R2: Large Lot Residential to R2h to allow for a "home based business, major" use within the existing single family dwelling at 2103 39th Street.

Note: This alternative does not support the rezoning application. The applicant could apply to conduct a "home based business, minor" use in the existing dwelling.

ANALYSIS:

A. Committee Recommendations:

At its meeting of April 28, 2020, the Advisory Planning Committee adopted the following resolution:

THAT the Advisory Planning Committee recommends that Council support the application to rezone Lot 7, District Lot 74, Plan 23255, ODYD (2103 39th Street) from R2: Large Lot Residential to R2h to allow for a “home based business, major” use within the existing single family dwelling at 2103 39th Street, subject to the following conditions:

- a) *That no person other than residents of the primary residence shall be engaged in the home based business, major;*
- b) *That the home based business, major shall not generate more than one client to the site at any given time;*
- c) *That the home based business, major be limited to a one-chair hair salon; and*
- d) *That stipulates details of any signage for the home based business to one sign, non-illuminated, 0.5m², no higher than 1.2m, attached to the dwelling or ground mounted near the vehicle entrance with consideration of sight lines.*

AND FURTHER, that the Advisory Planning Committee recommends that Council's support of ZON00348 is subject to the following:

- a) that the site and floor plans, generally shown as Attachment 1 in the report titled “Rezoning Application for 2103 39th Street” dated April 20, 2020, by the Planning Assistant be attached to and form part of ZON00348 as Schedule ‘A’.

B. Rationale:

1. The subject property at 2103 39th Street, as shown on Figures 1 and 2, is located in the Mission Hill neighbourhood, and is 719 m² (0.18 ac) in area. There is an existing single family dwelling on the property with driveway access from 39th Street.
2. The property is designated as “Residential Low Density” in the Official Community Plan (OCP) as shown in Attachment 2. The R2 and R2h zoning districts (Attachment 3) comply with the OCP land use designation. The surrounding land uses are currently single family dwellings. Mission Hill Park is located to the south and Okanagan Avenue to the north.
3. The applicant has submitted a rezoning application to rezone the property from R2: Large Lot Residential to R2h to allow for a one-chair hair salon to operate under “home based business, major” use. The R2h sub-zoning district is not a stand-alone zone, as it only allows the additional specific “home based business, major” use on the property (Attachment 4).



Figure 1: Property Location Map

4. In the rezoning application, the owner is requesting to operate a one-chair hair salon out of the house on the subject property, and remove an existing suite in order to operate the business.

5. The “home based business, major” regulations (Attachment 5) allow up to three clients at one time with no limit on the number of clients per day, and allows up to two non-resident employees on the site. The maximum allowed floor area for the business is 40% of the floor area of the dwelling unit and cannot exceed 50m². As illustrated in Attachment 1, the proposed business would be located on the lower level of the dwelling unit which has an exit door shown on Attachment 1. The floor area of the business is 40.7m² (which is 23% of the floor area of the dwelling), and consists of a salon and washroom. The private residence area (178.2 m²) is located on the first and second floor. Given the scale of the property and the residential nature of the neighbourhood, Administration recommends that a restrictive covenant be registered on title to limit the number of staff engaging in the home based business, major to the primary residence occupant. There would be no opportunity for additional employees with one chair available for service.



Figure 2: Aerial Photo of Property

6. The “home based business, major” regulations (Attachment 5), also allow up to one business related fascia or freestanding sign with a maximum area of 6.0m². Due to the residential character of the neighbourhood, Administration also recommends that the signage be restricted by a covenant to one sign, non-illuminated, 0.5m² in area, no higher than 1.2m, which would be attached to the dwelling or ground mounted near the vehicle entrance at 39th Street, with consideration of sight lines.

7. As required by zoning regulations, the proposed parking area includes two parking spaces for the primary dwelling and one space for the business. There is a garage and carport to accommodate parking and there is one space available for a client and an additional parking space available which is located on the side of the house/carport (Attachment 1), which meets the parking requirements of Zoning Bylaw #5000.

8. The proposed rezoning to R2h to allow a “home based business, major” at 2103 39th Street is supported by Administration subject to the decommissioning of the secondary suite, and the registration of a restrictive covenant intended to preserve the residential character of the area and prevent parking congestion. The site location is well suited to accommodate the proposed use due the layout of the existing dwelling and the available parking on the subject property.

C. Attachments:

- Attachment 1 – Proposed site and floor plan
- Attachment 2 – OCP map
- Attachment 3 – Zoning map
- Attachment 4 – R2: Large Lot Residential zoning district
- Attachment 5 – “Home based business, major” regulations

D. Council’s Strategic Plan 2019 – 2022 Goals/Actions:

- Be a leader in economic development.

E. Relevant Policy/Bylaws/Resolutions:

1. The subject property is designated Residential Low Density in the Official Community Plan (OCP) and zoned R2 – Large Lot Residential as per Zoning Bylaw #5000.
2. The Local Government Act provides Council with the authority to vary local bylaws based on site specific considerations. The granting of such variances does not set a precedent within the community for future variances to be based upon, as each variance application must be evaluated on its own merit and potential implications to the whole community and the specific neighbourhood.

BUDGET/RESOURCE IMPLICATIONS:

N/A

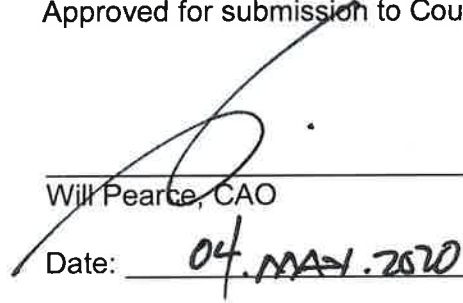
Prepared by:

Approved for submission to Council:



Keltie Chamberlain
Ser

Keltie Chamberlain
Planning Assistant



Will Pearce, CAO
Date: 04. MAY. 2020

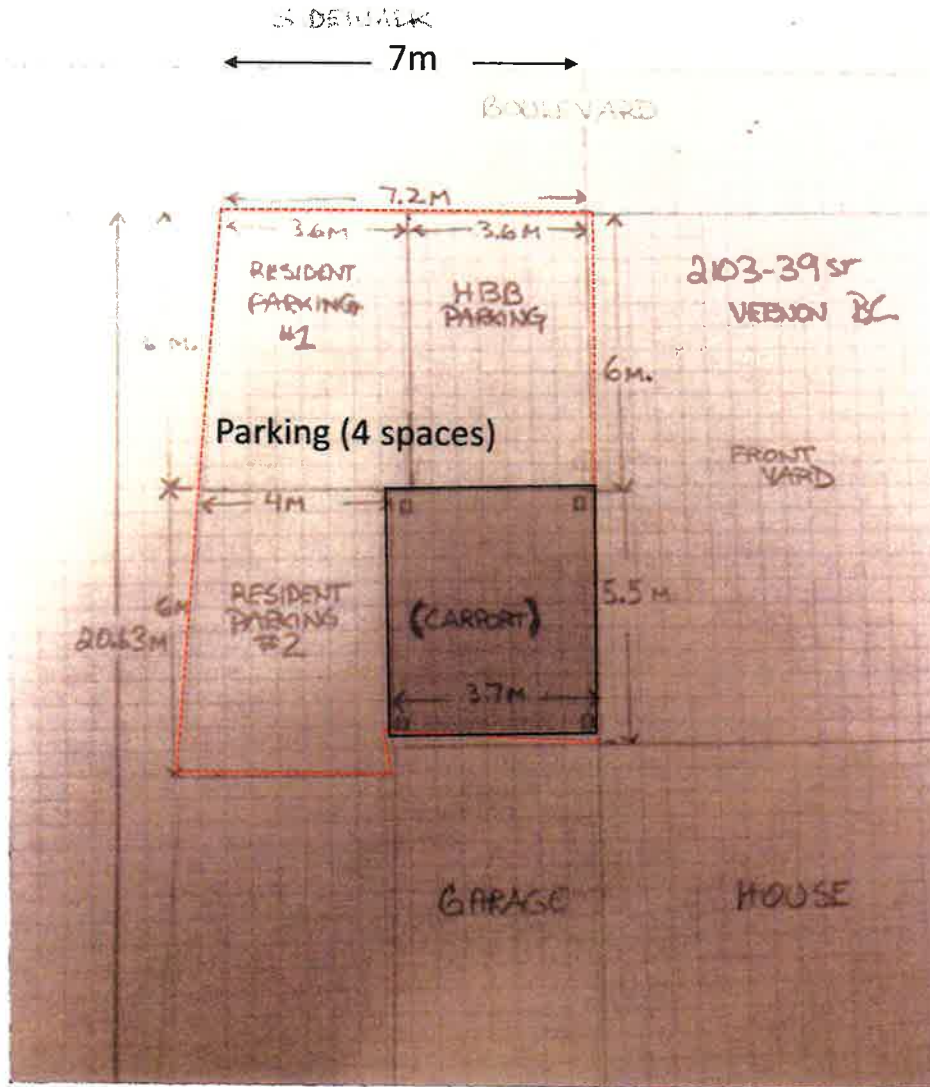


Laurie Cordell for
~~Amanda Watson~~
Acting Director, Community Infrastructure and Development

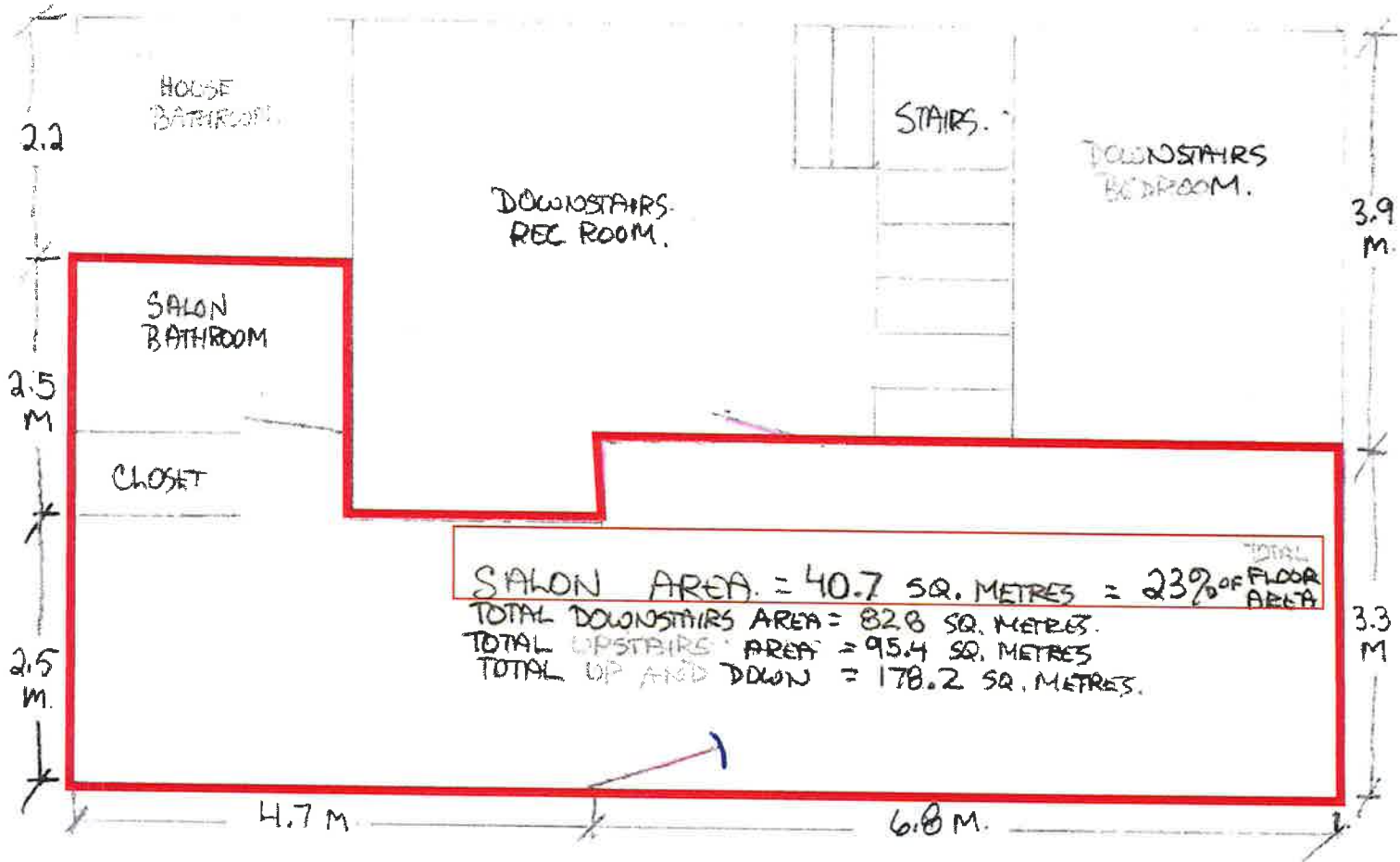
REVIEWED WITH

- | | | |
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| <input type="checkbox"/> Real Estate | <input type="checkbox"/> Facilities | <input type="checkbox"/> Building & Licensing |
| <input type="checkbox"/> RCMP | <input type="checkbox"/> Utilities | <input type="checkbox"/> Engineering & Development |
| <input type="checkbox"/> Fire & Rescue Services | <input type="checkbox"/> Recreation Services | <input type="checkbox"/> Infrastructure Management |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> Parks | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Financial Services | | <input checked="" type="checkbox"/> Economic Development & Tourism |
| <input checked="" type="checkbox"/> COMMITTEE: APC (Apr 28, 2020) | | |
| <input type="checkbox"/> OTHER: | | |

**Site Plan
Parking Layout
2103 39 Street
ZON348**

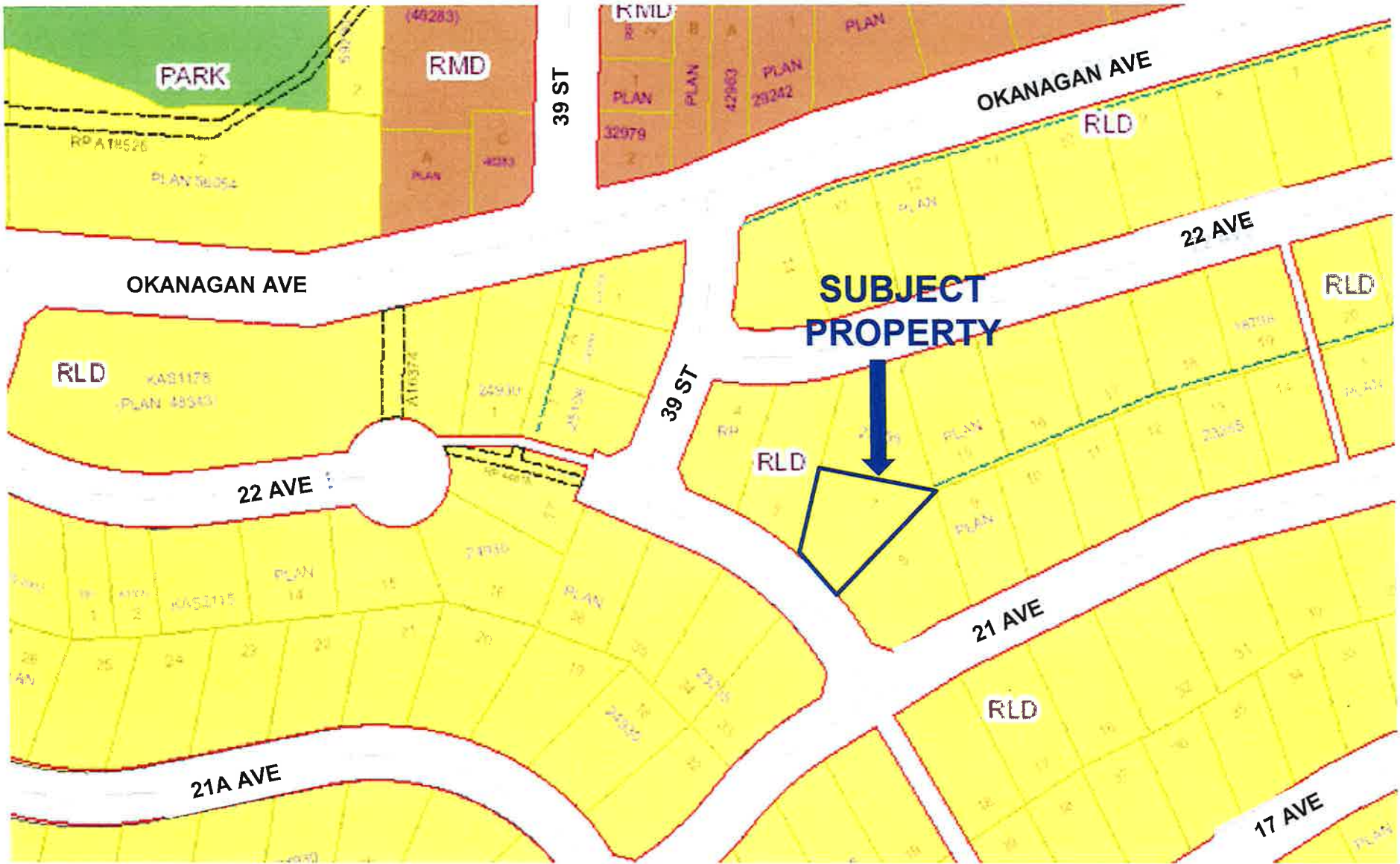


Proposed Floor Layout of Home Based Business Major SCALE: 2cm = 1METRE



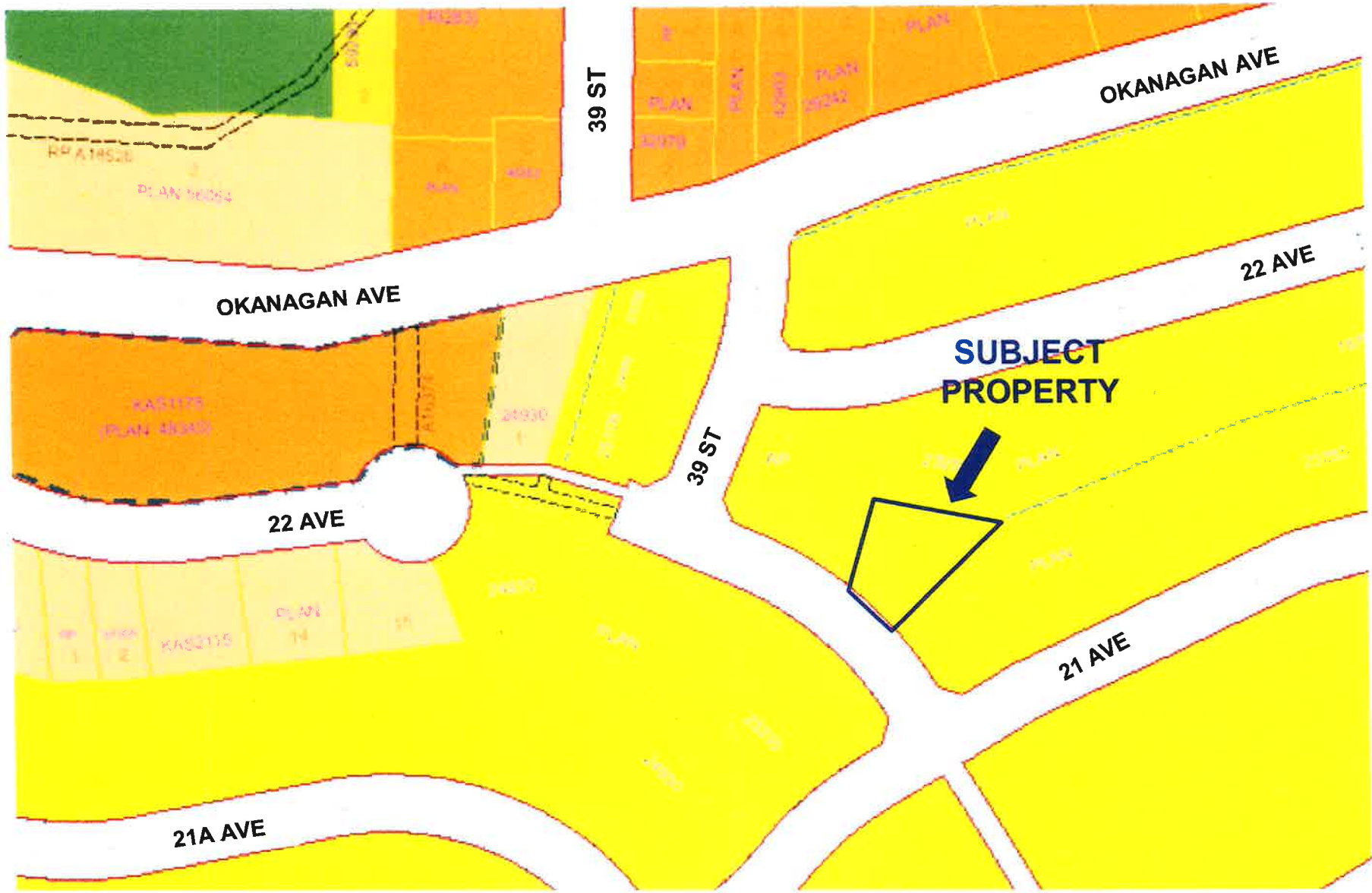
2103-39 ST VERNON BC V1T 6Y3





- PARK – Parks and Open Space
- RMD – Residential – Medium Density
- RLD – Residential – Low Density

OCP Designation



- P1: Parks and Open Space
- RM2: Multiple Housing Residential
- R5: Four-Plex Residential
- R2: Large Lot Residential
- R3: Medium Lot Residential

Zoning Designation

R2

9.3 R2 : Large Lot Residential

9.3.1 Purpose

The purpose is to provide a **zone** for **single detached housing**, and compatible **secondary uses**, on large sized urban serviced **lots**. The R2c sub-zoning district allows for **care centre, major** as an additional use. The R2h sub-zoning district allows for **home based business, major** as an additional use. *(Bylaw 5467)*

9.3.2 Primary Uses

- **care centre, major** *(use is only permitted with the R2c sub-zoning district)*
- **single detached housing**

9.3.3 Secondary Use

- **boarding rooms**
- **bed and breakfast homes** *(in single detached housing only) (Bylaw 5498)*
- **care centres, minor**
- **group home, minor**
- **home based businesses, minor**
- **home based businesses, major** *(use is only permitted with the R2h sub-zoning district)*
- **secondary suites**
- **seniors supportive housing**

9.3.4 Subdivision Regulations

- Minimum **lot width** is 18.0m.
- Minimum **lot area** is 557m², or 10,000m² if not serviced by a **community sewer system**.

9.3.5 Development Regulations

- Maximum **site coverage** is 40% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 50%.
- Maximum **height** is the lesser of 10.0m or 2.5 **storeys**, except it is 4.5m for **secondary buildings** and **secondary structures**.
- Minimum **front yard** is 5.0m.
- Minimum **side yard** is 1.5m, except it is 5.0m from a **flanking street**. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **side yard** shall be at least 3.0m.
- Minimum **rear yard** is 7.5m, except it is 1.0m for **secondary buildings**. Where the **lot width** exceeds the **lot depth**, the minimum **rear yard** is 4.5m provided that one **side yard** shall have a minimum width of 4.5m.
- The maximum **height** of any vertical wall element facing a **front, flanking or rear yard** (including **walkout basements**) is the lesser of 6.5m or 2.5 **storeys**, above which the **building** must be **set back** at least 1.2m.

9.3.6 Other Regulations

- There shall be no more than one **single detached house** per lot.
- Where **development** has access to a rear **lane**, vehicular access to the **development** is only permitted from the rear **lane**.
- For **seniors supportive housing**, a safe drop-off area for patrons shall be provided on the **site**.

- **Seniors supportive housing** shall be for no more than four residents. *(Bylaw 5467)*
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- As per Section 4.10.2 - All **buildings** and **structures, excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B".
(Bylaw 5440)

Zoning Bylaw #5000 Excerpt

5.3 Home Based Businesses, Major

- 5.3.1 All **major home based businesses** shall be **secondary uses** and must comply with the following:
- a **major home based business** shall only be conducted within the primary **building** and/or one **secondary building/structure**;
 - no **outdoor storage** or operation of the **major home based business** shall be permitted;
 - no variation from the residential character and appearance of land or **buildings** shall be permitted and no external structural change to any primary **building** or **structure** for the purpose of accommodating a **major home based business** shall be permitted;
 - no **nuisance** shall be produced by the **major home based business** and, at all times, the privacy and enjoyment of **adjacent lots** shall be preserved and the **major home based business** shall not adversely affect the amenities of the neighbourhood; and,
 - the **major home based business** shall not generate more than three clients to the **site** from which the **business** is being operated at any given time; and
 - this **use** does not include the repair or painting of **vehicles**, trailers or boats; welding or machine shops; care centres; or cutting and wrapping of meat, including wild game.
- 5.3.2 No more than two persons, other than residents of the primary residence, shall be engaged in the **major home based business**.
- 5.3.3 The **major home based business** shall not occupy more than 40% of the floor area of the **dwelling** unit, and in no case shall the combined area of the residence used for the **business** and a **secondary building** used for the **business** exceed 50m². (*Bylaw 5339*)
- 5.3.4 The display and retail sales of goods not produced on the **premises** shall not be permitted in a **major home based business**, with the exception of
- products that are associated with the goods produced on the **site**,
 - agricultural products only in the A1, A2 and A3 **Agricultural zones**,
 - mail order sales,
 - telephone sales,
 - goods where the customer does not enter the **premises** to inspect or pick up the goods, and
 - products incidental to the service provided,
- subject to Section 5.3.7.
- 5.3.5 Parking shall be in conformance with the regulations of this Bylaw. No parking of commercial **vehicles** larger than 4100kg gross **vehicle** weight on or about the **site** is allowed for a **major home based business**.
- 5.3.6 A **major home based business** sign is permitted according to the provisions of the *City of Vernon Sign Bylaw No. 4489*, as amended.
- 5.3.7 The following **uses** are prohibited as **home based businesses**: automotive repair, welding, **care centres**, cutting & wrapping of meat, including wild game, escort services, and gun shops.