

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: Monday, December 17, 2012
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt December 10, 2012 Regular Council Meeting Minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

Deborah Griffiths, Courtenay Museum Presentation

4.00 COMMITTEE/STAFF REPORTS

(a) Legislative Services

- 1 1. Property Purchase and Sale Agreement – Vancouver Island Health Authority

(b) Planning Services

Mayor to ask for Public Input

- 17 2. Development Permit No. 1223 – 932-5th Street

5.00 REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 REPORTS FROM COUNCIL REPRESENTATIVES

7.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That under the provisions of Section 90(1)(a) of the *Community Charter*, notice is hereby given that a Special In-Camera meeting closed to the public, will be held December 17, 2012 at the conclusion of the Regular Council Meeting.

8.00 UNFINISHED BUSINESS

9.00 NOTICE OF MOTION

10.00 NEW BUSINESS

11.00 BYLAWS

For Final Adoption

- 31 1. "Revenue Anticipation Borrowing Bylaw No. 2734, 2012"
- 33 2. "City of Courtenay Fees and Charges Bylaw No. 2737, 2012"
(to update the fees for services provided by the local RCMP detachment)

12.00 COUNCIL MEMBER ROUND TABLE

13.00 ADJOURNMENT

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Director of Legislative Services

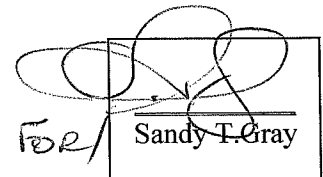
FILE #: 2260-20

DATE: December 13, 2012

SUBJECT: Purchase and Sale Agreement – Vancouver Island Health Authority

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Legislative Services be accepted.


FOR/ Sandy T. Gray

RECOMMENDATION:

That Council approve the attached Agreement of Purchase and Sale between the City of Courtenay and the Vancouver Island Health Authority for property located at 95 Lerwick Road; and

That the Mayor and Director of Legislative Services be authorized to sign all documentation relating to the property sale.

PURPOSE:

To approve the agreement for the sale of City property.

BACKGROUND:

Statutory advertising was published regarding the sale of this property pursuant to the *Community Charter*.

DISCUSSION:

Approval of the agreement is the final step to dispose of the City property to VIHA.

STRATEGIC PLAN REFERENCE:

N/A

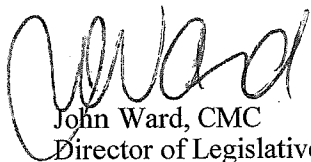
OCP SUSTAINABILITY REFERENCE:

N/A

REGIONAL GROWTH STRATEGY REFERENCE:

N/A

Respectfully submitted,


John Ward, CMC
Director of Legislative Services

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

Vancouver Island Health Authority, a Regional Health Authority having an office at 1952 Bay Street, Victoria, British Columbia, V8R 1J8

("VIHA")

AND:

City of Courtenay, a municipal corporation having an office at 830 Cliffe Avenue, Courtenay, British Columbia, V9N 2J7

("Courtenay")

WHEREAS:

A. Courtenay is the registered owner of the Lands (as defined in this agreement) situate in the City of Courtenay, Province of British Columbia,

C. Courtenay has agreed to sell the Lands to VIHA on the terms and conditions described herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 In this agreement:

"City" means the City of Courtenay, British Columbia;

"Completion Date" means the 120th day following the date that the last of the Conditions Precedent is satisfied or waived, or such other date that is agreed by the parties or necessitated by the operation of section 2.03;

"Conditions Precedent" means the Courtenay Conditions Precedent and the VIHA Conditions Precedent;

"Courtenay Conditions Precedent" means the conditions described on Schedule "A"

"Deposit" means the deposit described in section 3.01(a);

"Lands" means land in the City described as follows:

PID 024-743-551

Lot 3, District Lot 236, Comox District, Plan VIP70439

"Land Title Office" means the Land Title Office, Victoria, BC;

"NIC Lands" means a parcel of approximately 11 acres to be acquired by VIHA from North Island College pursuant to the terms of an agreement between VIHA and North Island College dated March 26, 2012;

"Permitted Encumbrances" means those charges and encumbrances herein described:

- (a) Exceptions and Reservations #M76300 – Esquimalt and Nanaimo Railway Company
- (b) Statutory Right of Way #EP19990 – The Corporation of the City of Courtenay
- (c) Statutory Right of Way #EW143344 – Regional District of Comox-Strathcona

"Purchase Price" means Eight Hundred Ninety Five Thousand Eight Hundred Twenty Two Dollars (\$895,822.00), subject to adjustment as provided in section 3.03 herein;

"Subdivision Plan" means a subdivision plan to be prepared and registered in the Land Title Office to effect a consolidation of the Land with the NIC Lands;

"Transfer" means a Form A Freehold Transfer of an Estate in Fee Simple of the Lands;

"VIHA Conditions Precedent" means the conditions described on Schedule "B";

ARTICLE II PURCHASE AND SALE OF THE LAND

- 2.01 VIHA agrees to purchase from Courtenay all of the right, title and interest of Courtenay in and to the Lands, subject to the Permitted Encumbrances, for the Purchase Price, on the terms and conditions of this Agreement.
- 2.02 Courtenay agrees to sell and convey to VIHA the Lands on the terms and conditions of this Agreement.
- 2.03 The parties have agreed upon a Completion Date as provided herein; it is agreed that following satisfaction and/or waiver of all Conditions Precedent, the Completion Date will be as provided herein or on such other date as the parties may agree upon or determine to be necessary in order to complete the registration of the Subdivision Plan in the Land Title Office; it is agreed that the Completion Date will be concurrent with the completion date of the agreement pursuant to which VIHA is acquiring the NIC Lands.

ARTICLE III PURCHASE PRICE AND DEPOSIT

- 3.01 VIHA shall pay the Purchase Price to Courtenay as follows:
- (a) by payment of TEN DOLLARS (\$10.00) DOLLARS (the "**Deposit**") by cheque payable to Courtenay upon the execution of this Agreement by the parties hereto. The Deposit shall be credited to the Purchase Price upon completion;
 - (b) By payment of the sum of Eight Hundred Ninety Five Thousand Eight Hundred Twelve Dollars (\$895,812.00), subject to all usual adjustments and the adjustment described in section 3.03, by lawyer's trust cheque or bank draft payable to Courtenay's solicitors and delivered to Courtenay's solicitors on the Completion Date;
- 3.02 VIHA is liable for and will pay all registration charges, *Property Transfer Tax Act* taxes, transfer fees and any other taxes (including the Harmonized Sales Tax imposed under the *Excise Tax Act* (Canada), if applicable) properly payable upon and in connection with the sale and transfer of the Lands by Courtenay to VIHA.
- 3.03 It is agreed that the Purchase Price will be established when the Subdivision Plan is completed and approved for registration in the Land Title Office. The

area of the Lands as shown on the final approved Subdivision Plan will determine the Purchase Price, adjusted to be the product of the number of square feet making up the Lands (rounded to 4 decimal places) and Eight Dollars and Sixty Seven Cents (\$8.67).

ARTICLE IV CONDITIONS PRECEDENT

- 4.01 Courtenay's obligation to carry out the transactions contemplated herein is subject to fulfillment of the Courtenay Conditions Precedent on or before the respective dates indicated for satisfaction thereof.
- 4.02 Courtenay agrees to proceed in good faith and with promptness and diligence to satisfy the Courtenay Conditions Precedent.
- 4.03 VIHA's obligation to carry out the transactions contemplated herein is subject to fulfillment of the VIHA Conditions Precedent on or before the respective dates indicated for satisfaction thereof.
- 4.04 VIHA agrees to proceed in good faith and with promptness and diligence to satisfy the VIHA Conditions Precedent.
- 4.05 The obligation of VIHA to complete the Agreement of Purchase and Sale constituted by Courtenay's acceptance of this Offer is subject to all of the terms, conditions and covenants of this Agreement to be complied with or performed by Courtenay at or prior to the Completion Date having been complied with and performed and that title to the Lands shall be free and clear of all liens, charges and encumbrances save and except for the Permitted Encumbrances and any other encumbrances that Courtenay's solicitors may have undertaken to release upon closing.
- 4.06 If the conditions precedent described on Schedule "B" have not been satisfied or waived as provided herein, VIHA may terminate this agreement by notice in writing to Courtenay in which event neither party shall be under any further obligation to the other, and the Deposit shall be refunded to VIHA without deduction.
- 4.07 If the conditions precedent described on Schedule "A" have not been satisfied or waived as provided herein, Courtenay may terminate this agreement by notice in writing to VIHA in which event neither party shall be under any further obligation to the other, and the Deposit shall be refunded to VIHA without deduction.

- 4.08 In consideration of the payment by VIHA to Courtenay of additional consideration in the amount of TEN (\$10.00) DOLLARS, receipt of which is by Courtenay hereby acknowledged, Courtenay agrees that its acceptance of this offer will not be revoked during the period of time provided for satisfaction of the conditions precedent described in Schedule "B".
- 4.09 In consideration of the payment by Courtenay to VIHA of additional consideration in the amount of TEN (\$10.00) DOLLARS, receipt of which is by VIHA hereby acknowledged, VIHA agrees that this offer will not be revoked during the period of time provided for satisfaction of the conditions precedent described in Schedule "A".

ARTICLE V COMPLETION, ADJUSTMENT AND POSSESSION DATE

- 5.01 The purchase and sale of the Lands will be completed, free and clear of all liens, charges and interests except the Permitted Encumbrances, on the Completion Date, with all adjustments as to taxes and other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia made between the parties at 12:01 pm on that date.

**ARTICLE VI WARRANTIES, REPRESENTATIONS AND
ACKNOWLEDGEMENTS OF VIHA**

- 6.01 VIHA warrants and represents to Courtenay, with the knowledge that Courtenay will rely thereon in entering into this agreement and in completing the purchase and sale of the Lands, that effective now and on the Completion Date:

- (a) VIHA is resident in Canada within the meaning of the Income Tax Act (Canada);

- 6.02 VIHA acknowledges and agrees that:

- (a) there are no representations, warranties, collateral agreements or conditions affecting this agreement and that this agreement constitutes the entire agreement between the parties;
- (b) it will undertake at its sole expense all required work to obtain the approval of the City to the consolidation of the properties necessary to allow registration of the Subdivision Plan;

- (c) once approval to proceed to registration of the Subdivision Plan is obtained from the City, VIHA will undertake at its sole expense all necessary work to complete the conditions imposed by the Approving Officer for the City as preconditions to its approval of the Subdivision Plan; VIHA will devote commercially reasonable efforts and diligence to completing all necessary work to provide all necessary and required services to the Lands to ensure that the Subdivision Plan is registered in the Land Title Office prior to the Completion Date;

ARTICLE VII WARRANTIES AND REPRESENTATIONS OF COURTENAY

7.01 Courtenay represents and warrants to VIHA that it will cooperate with VIHA in the preparation and registration of the Subdivision Plan, it being agreed that all costs associated with the preparation and registration of the Subdivision Plan, including the costs of all required servicing of the Lands will be for the account of VIHA.

7.02 It is contemplated by the parties that although Courtenay has agreed to cooperate with VIHA in the steps necessary to effect the registration of the Subdivision Plan, the required planning, engineering, survey and interaction with the City in respect of the processing of the Subdivision Plan will be under the direction and control of VIHA and VIHA will have access to the Parent Property with all necessary consultants and advisers to conclude the preparation and filing of the Subdivision Plan.

7.03 Courtenay represents and warrants to VIHA that

- (a) on the Completion Date Courtenay will have good and marketable title to the Lands in fee simple free and clear of all liens, charges and interests, save and except for the Permitted Encumbrances;
- (b) on the Completion Date, all taxes, rates, levies and assessments in respect of the Lands will either be paid in full or adjusted between the parties in accordance with section 5.01;
- (c) Courtenay is resident in Canada within the meaning of the Income Tax Act (Canada); and
- (d) there is no claim or litigation pending or threatened against Courtenay which would affect the right of VIHA to acquire the Lands;

ARTICLE VIII

CLOSING DOCUMENTS

- 8.01 Not less than 10 days prior to the Completion Date, VIHA, at its expense, will prepare and deliver to Courtenay for execution and/or approval:
- (a) the Transfer;
 - (b) a statement of the adjustments provided for in section 5.01;
 - (c) such other documents necessary to conclude the purchase and sale of the Lands.
- 8.02 Not less than 5 days prior to the Completion Date, Courtenay, at its expense, will execute and deliver to VIHA the Transfer and the other documents referred to in section 8.01.

ARTICLE IX CLOSING

- 9.01 VIHA shall cause its solicitors to hold the Transfer in trust to be dealt with in accordance with the provisions of this Article.
- 9.02 On the Completion Date VIHA's solicitors or their agent will attend at the Victoria Land Title Office and conduct a pre-registration search of the title to the Lands and upon being satisfied that title to the Lands is registered in the name of Courtenay free and clear of all liens, charges and interests, save and except the Permitted Encumbrances, VIHA's solicitors or their agent will apply to register the Transfer.
- 9.03 VIHA's solicitors or their agent shall then conduct a post index search of title to the Lands and upon confirming that VIHA in the normal course of land title office procedure will be registered as owner in fee simple of the Lands, free and clear of all liens, charges and interests, save and except the Permitted Encumbrances, VIHA shall deliver the balance of the Purchase Price, adjusted in accordance with section 5.01, to Courtenay's solicitors.
- 9.04 If Courtenay has existing financial charges to be cleared from title, Courtenay, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, VIHA may pay the Purchase Price to Courtenay's solicitors in trust, on

undertakings to pay and discharge the financial charges, and remit the balance, if any, to Courtenay.

ARTICLE X **ENVIRONMENTAL REPRESENTATIONS**

- 10.01 In this section, "Hazardous Substances" means any contaminants, pollutants, dangerous substances, liquid wastes, industrial wastes, hauled liquid wastes, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to any law, judgment, decree, order, injunction, rule, statute and regulation of any court, arbitrator or Governmental Authority to which Courtenay is subject;
- 10.02 Courtenay covenants and represents to VIHA that no part of the Lands has in the past been used, is now being used, nor will in the future be used for handling, storage, transportation or disposal of Hazardous Substances. Neither Courtenay, nor any lessee, licensee or any other party acting at the direction of or with the consent of Courtenay or said lessee or said licensee, has manufactured, treated, stored or disposed of Hazardous Substances on the Lands. Courtenay covenants that it is in material compliance with and will maintain compliance with all of the provisions of the Environmental Management Act, SBC 2003, c.53, as amended from time to time, and all other applicable federal, provincial and local laws, administrative rulings, and regulations of any court, administrative agency, or other governmental or quasi-governmental authority relating to the protection of the environment in respect of the Lands and the interest of Courtenay in the Lands; in addition Courtenay represents and warrants that no underground storage tanks are located on the Lands.
- 10.03 Courtenay agrees to indemnify and save harmless VIHA from and against any costs, losses or damages that VIHA may incur or suffer as a result of there being any Hazardous Substances on the Lands or on land adjoining the Lands, in this latter respect where there is a risk of migration of Hazardous Substances onto the Lands from the adjoining land.

ARTICLE XI **MISCELLANEOUS**

- 11.01 No term, condition, covenant or other provision of this agreement shall be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any term, condition, covenant or other provision of this agreement shall not be construed as or constitute a further waiver of the same or any other term, condition, covenant, or other provision and

the consent or approval of a party to any act by the other party requiring the consent or approval of the party shall not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other party.

- 11.02 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this agreement or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy in this agreement or hereafter existing at law, in equity, or by statute.
- 11.03 This agreement is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.04 This agreement creates contractual rights only between the parties, does not create any equitable or legal interest in the Lands and shall not be registered by VIHA at any land title office at any time. If VIHA registers or attempts to register this agreement at any land title office at any time, this agreement shall be voidable at the instance of Courtenay.
- 11.05 Time is of the essence of this agreement.
- 11.06 The parties acknowledge and agree that this agreement will not be subject to merger but will survive the completion of the purchase and sale of the Lands.
- 11.07 The Schedules to this agreement form part of this agreement.

ARTICLE XII INTERPRETATION

- 12.01 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation as the case may be.
- 12.02 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of this agreement.
- 12.03 This agreement shall be interpreted according to the laws of the Province of British Columbia.

- 12.04 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any prior or subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to in this agreement are enactments of the Province of British Columbia.
- 12.05 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.06 This agreement constitutes the entire agreement between Courtenay and VIHA and may not be modified except by subsequent agreement in writing.

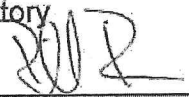
ARTICLE XIII

NOTICE

- 13.01 Subject to section 13.03, any document or written notice to be served upon or given to either Courtenay or VIHA pursuant to this agreement shall be sufficiently served and given if delivered or mailed, prepaid and registered to the respective address of the parties appearing on page 1 of this agreement.
- 13.02 Either party may, by notice in writing to the other, specify another address for service of notices under this agreement, and where another address is specified under this section, notice shall be mailed to that address in accordance with this Article.
- 13.03 The delivery of the Transfer and the Purchase Price or any portion of it shall be effected by prepaid courier or by hand.

IN WITNESS WHEREOF VIHA have hereunto affixed their hands and seals this
26th day of November, 2012.

SIGNED by the **VANCOUVER ISLAND**
HEALTH AUTHORITY by its Authorized
Signatory



Authorized Signatory

Executed by **CITY OF COURTENAY**
by its Authorized Signatories

Authorized Signatory

Authorized Signatory

RECEIPT FOR DEPOSIT

The undersigned does hereby acknowledge receipt of the Deposit of \$10.00 described herein.

Per:

Authorized Signatory

SCHEDULE "A"

Courtenay Conditions Precedent

The obligation of Courtenay to complete the Agreement and Purchase of Sale constituted by the execution of this Agreement by the parties is subject to the fulfillment of the following conditions precedent on or before 5:00 p.m. on February 15, 2013

1. Rezoning of the Lands to a zoning category that permits the use intended by VIHA
2. Approving officer approval to the Subdivision Plan

SCHEDULE "B"

VIHA Conditions Precedent

The obligation of VIHA herein to complete the Agreement and Purchase of Sale constituted by the execution of this Agreement by the parties is subject to the fulfillment of the following conditions precedent on or before 5:00 p.m. on March 31st, 2013

1. VIHA obtaining approval from the Ministry of Health for the Province of British Columbia to purchase the Lands on the terms and conditions described herein.
2. VIHA obtaining approval from the City to consolidate the Lands with the NIC Lands to form a single parcel.
3. VIHA obtaining any amendments to the zoning designation of the Lands to allow its use for VIHA planned purposes.
4. VIHA obtaining approval from the Board of Directors, Vancouver Island Health Authority, to the acquisition of the Lands on the terms and conditions described herein.

2

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Development Services Department

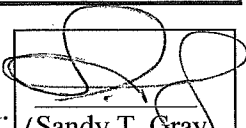
FILE #: 3060-20-1223

DATE: December 12, 2012

SUBJECT: Application for Development Permit with Variances No. 1223
Amended Lot 5 (DD40086N) Block 1, District Lot 127, Comox District Plan 1951
932 5th Street

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.


For / Sandy T. Gray

RECOMMENDATION:

That Development Permit with Variances No. 1223 be approved for the construction of a four unit multi-residential building with the following variance to the *City of Courtenay Zoning Bylaw No. 2500, 2007*:

- *Section 8.4.25 (3)*, reducing the side yard setback adjacent to a lane from 3.5 metres to 2.3 metres; and

That Development Permit with Variances No. 1223 be issued for the property legally described Amended Lot 5 (DD40086N) Block 1, District Lot 127, Comox District, Plan 1951 (932 5th Street) subject to the following conditions:

- a. Development must be in conformance with the plans and elevations contained in *Attachment No. 2*;
- b. Submission of landscape security in the amount of (125% x \$14,100.00) \$17,625.00;
- c. Landscaping must be completed within six months of the date of issuance of the occupancy permit by the City;
- d. All building and site lighting must be full cut off, flat lens in accordance with the City's Dark Skies Policy;
- e. Parking areas must be developed in accordance with *Zoning Bylaw No. 2500, 2007*, Division 7, Off-Street Parking and Loading Spaces;
- f. That if the permit holder has not substantially commenced any construction to which the permit was issued within twelve (12) months after the date it was issued, the permit lapses.

PURPOSE:

To consider the issuance of a Development Permit with Variances for a proposed multi-residential project containing four dwelling units.

BACKGROUND:

The subject property was recently re-designated from urban residential to multi-residential in the Official Community Plan and rezoned from R-2 to R-4B to accommodate the proposed four unit residential building.

A map showing the subject property is contained in *Attachment No. 1*; the site plan, landscape plan, renderings, and elevations are contained in *Attachment No. 2*; and the applicant's sustainability statement and affordable housing statement are included as *Attachment No. 3 and 4*.

DISCUSSION:

Official Community Plan

The proposed development is subject to the Multi-Residential Development Permit Guidelines. The intent of the multi-residential development permit guidelines is to ensure that new development contributes in a positive manner to the urban form and sense of community of the surrounding neighbourhood.

The applicant is proposing a heritage style building which reflects the scale, character and development pattern of the area. The building design and landscaping treatment makes use of the unique shape of the site and contributes positively to the streetscape while ensuring adequate privacy for future residents and adjacent properties. It is staff's opinion that this proposal meets the development permit guidelines related to building form and character; siting, landscaping and screening; lighting; and parking.

Zoning Bylaw

The applicant is requesting to vary the side yard setback where the building abuts the lane. *Section 8.4.25 (3)* of the *Zoning Bylaw* requires a minimum building setback of 3.5 metres where the side yard flanks a street, including a lane. As shown in *Attachment No. 2*, the applicant is proposing a minimum building setback of 2.3 metres consistent with the plans shown during the rezoning process.

Staff have no objection to the proposed variance as it permits a high quality residential development and staff feel that the reduced setback will have little impact on neighbouring properties. The proposed development makes good use of the unusual lot configuration and has been sensitively designed to complement the surrounding neighbourhood. Privacy for neighbouring properties has been ensured through building design and landscape screening measures.

Public Input

The applicant held a public information meeting at the time of rezoning. Only one local resident attended and expressed support for the project. Surrounding property owners and tenants were also notified of the proposed variance to the zoning bylaw as part of the development permit application process. No comments have been received to-date.

FINANCIAL IMPLICATIONS:

None at this time. The applicant contributed to the City's Parks, Recreation, Cultural and Seniors Amenity Fund and the Affordable Housing Amenity Fund at time of rezoning.

STRATEGIC PLAN REFERENCE:

The proposed development supports the following Council Goals for the 2012-2014 term outlined in the 2011 Annual Report:

- Provide proactive leadership for growth management
- Advocate high standards of design and community aesthetics
- Support community initiatives and distinct neighbourhoods

OCP SUSTAINABILITY REFERENCE:

The proposed development supports active transportation goals through its close proximity to downtown. The applicant is also proposing to use environmentally sensitive building materials and energy saving technologies as detailed in the sustainability statement contained in *Attachment No. 3*.

REGIONAL GROWTH STRATEGY REFERENCE:

The proposed development is consistent with the RGS goals and objectives to ensure a diversity of housing options to meet evolving demographics and needs, and to locate housing in core settlement areas close to existing services.

Respectfully submitted,



Erin Ferguson, B.Sc., MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

ATTACHMENT NO. 1



Applicant & Owner: Heritage Revival Homes

Location: 932 5th Street

Legal Description: Lots 8 & 9, both of Block B, Section 61, Comox District, Plan 3939

Zoning: Provisions of R-4B Development Proposal

Permitted Uses

Front Yard Setback	15% of lot depth or 3.5m min	6.9 m
Rear Yard Setback	20% lot depth or 6.0m min	18 m
Side Yard Setback	12% lot width or 2.0m min	2.3 m (4.6 total)
Max. Lot Coverage	NA	25%
Floor Area Ratio	1.0	0.52
Max. Height	10.0 m	7.0 m
Useable Open Space	80 m ²	160 m ²

Adjacent Land Uses:

- Residential, mix of duplexes and single family

NOVEMBER 2, 2012.

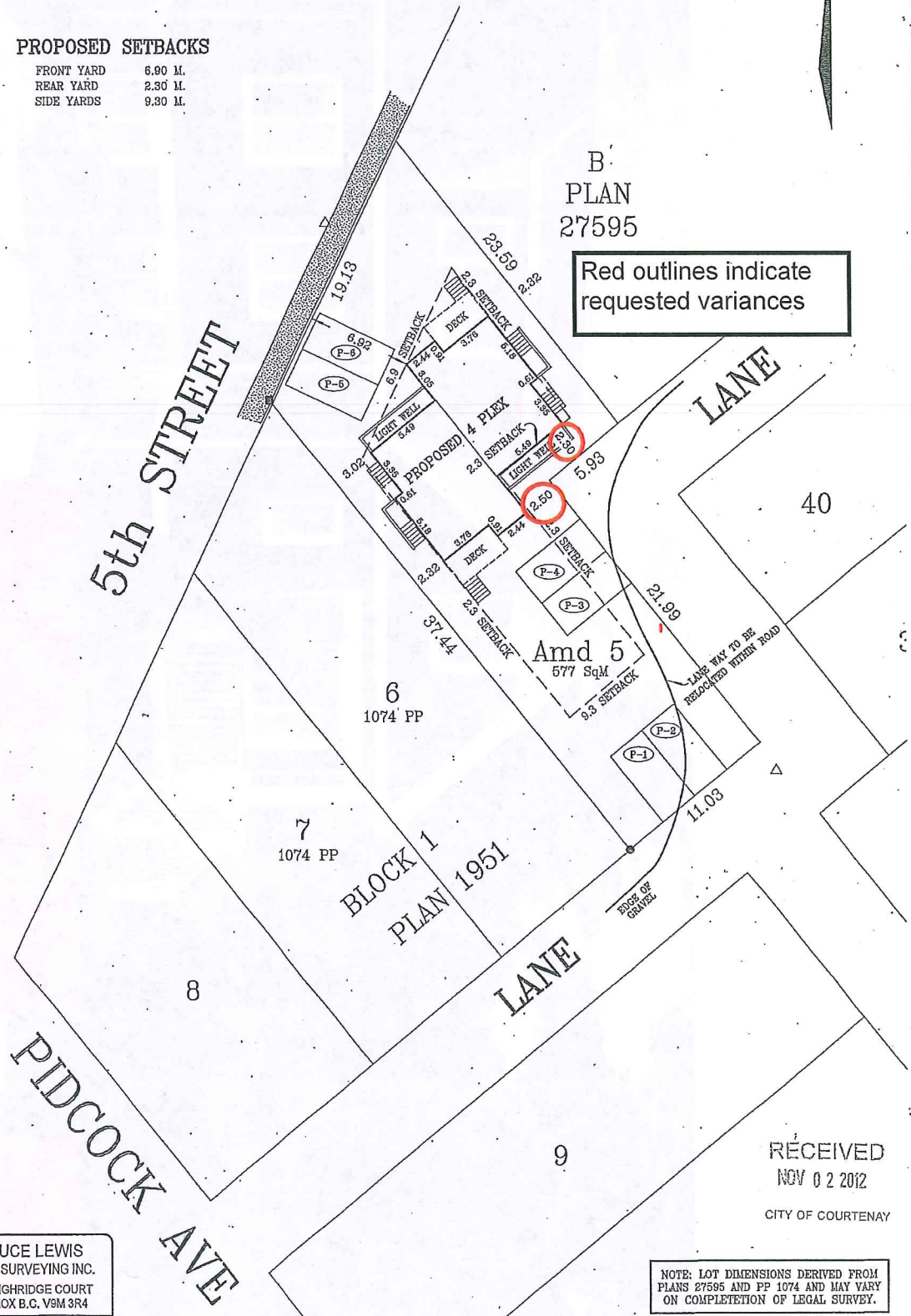
5 0 5 10 15 20

All distances are in metres and decimals thereof unless otherwise stated



FRONT YARD	6.90 M.
REAR YARD	2.30 M.
SIDE YARDS	9.30 M.

Red outlines indicate requested variances



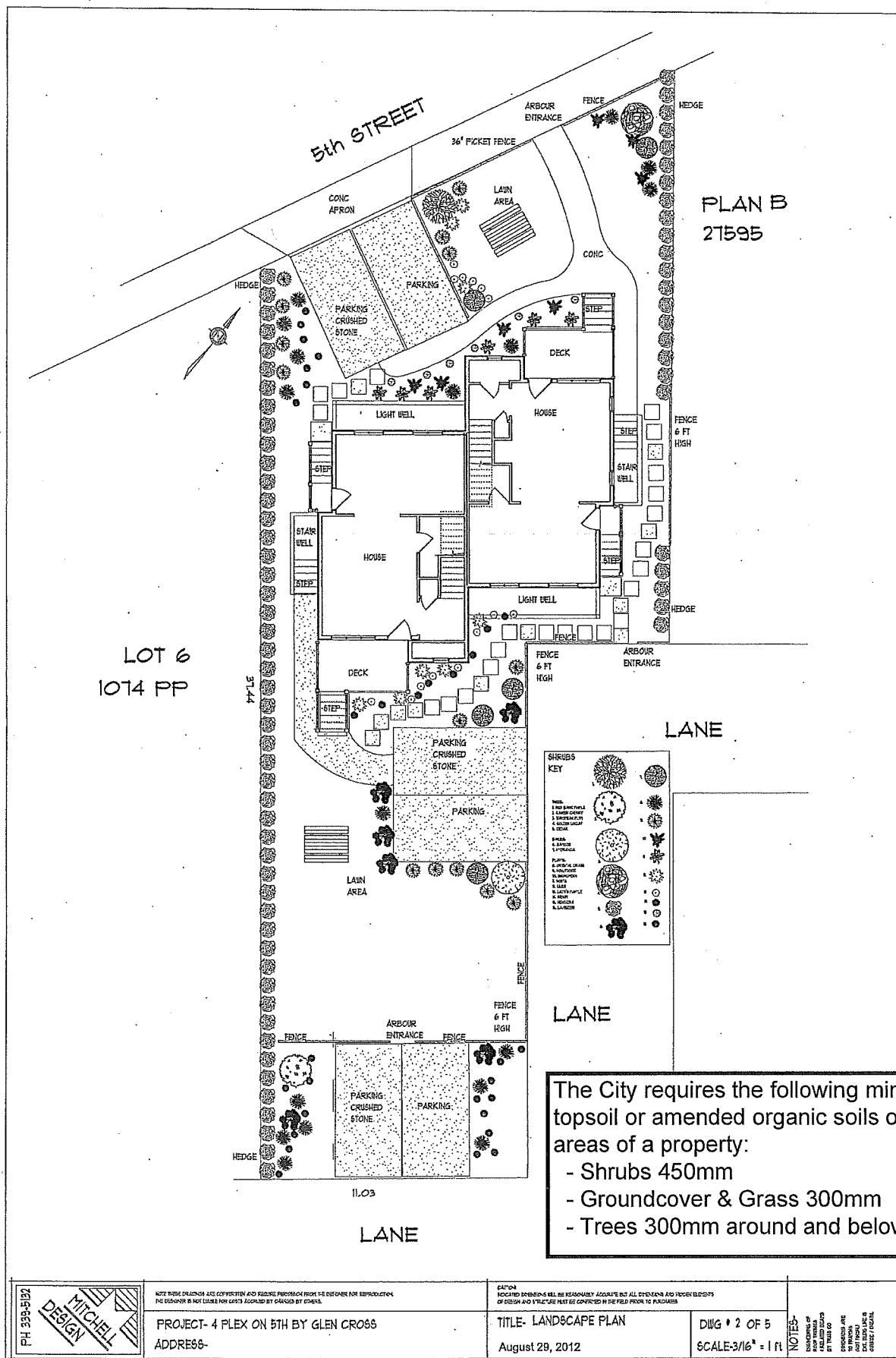
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CITY OF COURTENAY

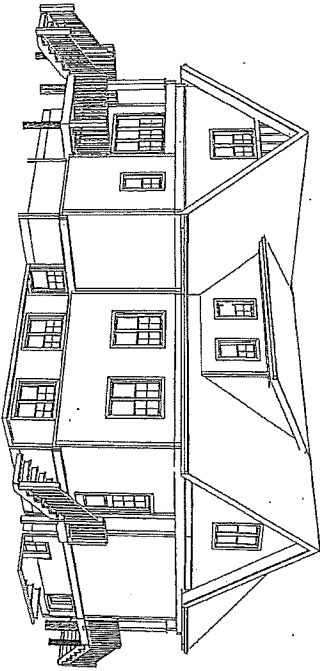
BRUCE LEWIS
LAND SURVEYING INC.
811 HIGHRIDGE COURT
COMOX B.C. V9M 3R4
FILE: 1392-A01

NOTE: LOT DIMENSIONS DERIVED FROM
PLANS 27595 AND PP 1074 AND MAY VARY
ON COMPLETION OF LEGAL SURVEY.

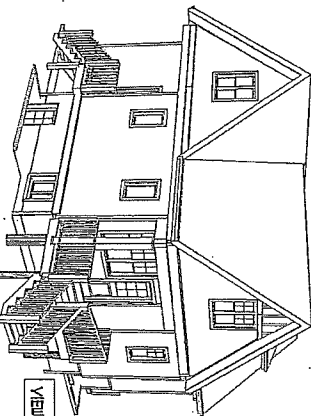




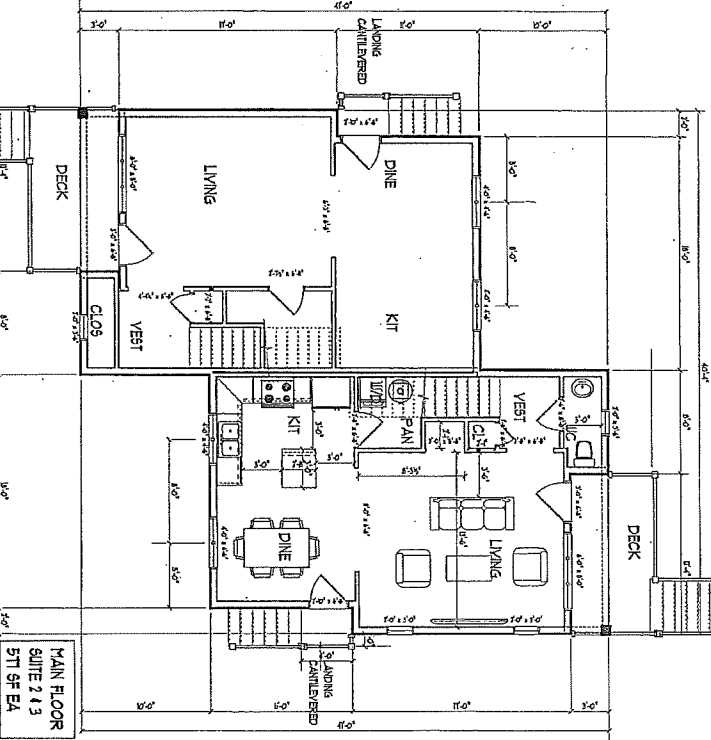
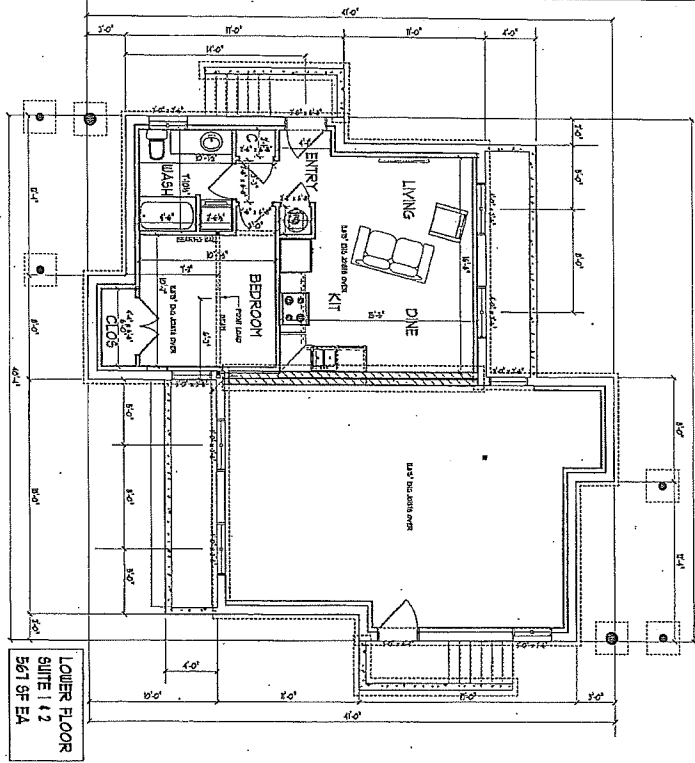




VIEW FRONT RIGHT



VIEW FRONT LEFT



MITCHELL
DESIGN
PH 339-592

NOTE: THESE PLANS ARE PRELIMINARY AND INTENDING FOR INFORMATION ONLY. THE DESIGNER IS NOT LIABLE FOR COSTS INCURRED BY CHANGES BY OTHERS.

PROJECT- GLEN CROSS - 4 FLEX
ADDRESS- 5 TH STREET, COURTENAY

CAUTION
INDICATED DIMENSIONS ARE AS SHOWN ON THE PLANS. ALL DIMENSIONS AND ROOMS ARE APPROXIMATE. THE DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES IN THE FIELD PRIOR TO CONSTRUCTION.

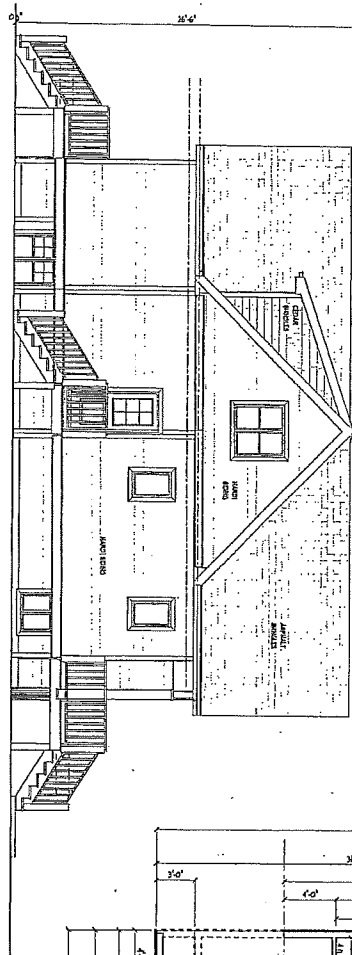
TITLE- LOWER FLOOR AND MAIN
August 29, 2012

DWG # 3 OF 5
SCALE- 1/4"

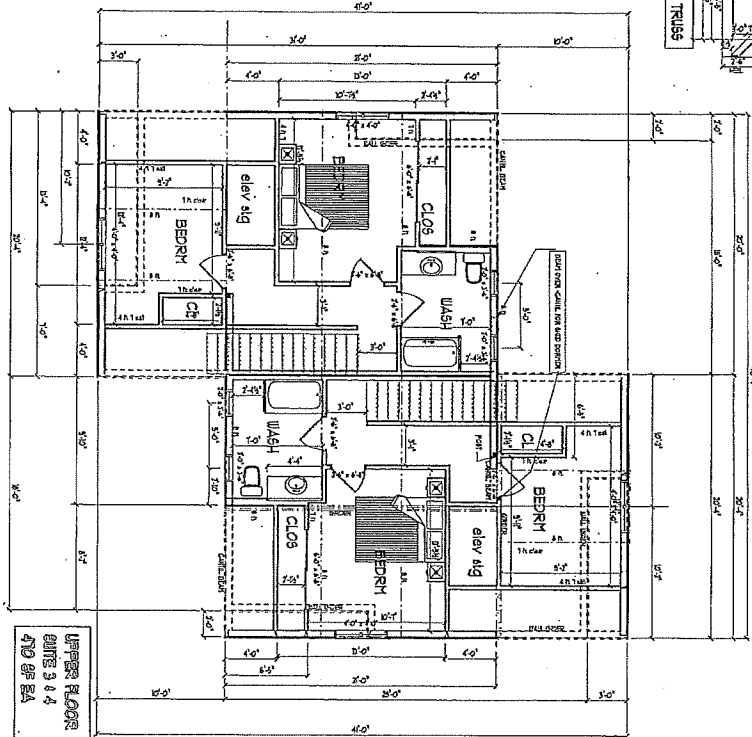
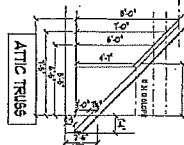
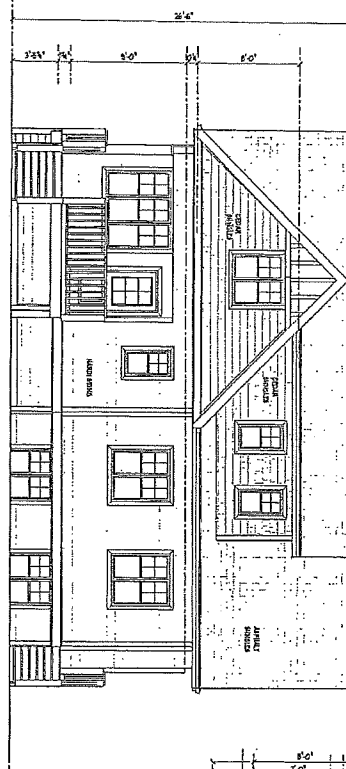
NOTES-

REVISIONS
1. REVISIONS
2. REVISIONS
3. REVISIONS
4. REVISIONS
5. REVISIONS
6. REVISIONS
7. REVISIONS
8. REVISIONS
9. REVISIONS
10. REVISIONS

SIDE ELEVATION



FRONT & REAR ELEVATION



UPPER FLOOR
SHEETS 3 & 4
OF 5

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2009 IRC AND IBC.
4. ALL MATERIALS SHALL BE OF QUALITY AND DURABLE.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2009 IRC AND IBC.



PROJECT- GLEN CROSS - 4 PLEX
ADDRESS- 5 TH STREET, COURTNEY

TITLE- ELEVATIONS & UPPER FLOOR
August 29, 2012

DWG # 4 OF 5
SCALE- 1/4"

HERITAGE REVIVAL HOMES LTD.

1589 CEDAR AVE
COMOX V9M 2V6

AUG 28, 2012

REGARDING PROPOSED 4 PLEX CONSTRUCTION AT 932 5TH ST

IN RESPONSE TO THE CITY OF COURTENAY'S SUSTAINABILITY EVALUATION
CHECK LIST.

WE PLAN TO CREATE A BUILDING AND LANDSCAPE DESIGN THAT WILL
STAND OUT AS A NEIGHBOURHOOD ASSET. BUILDING DESIGN IS INTENDED
TO CREATE AN IMPRESSION OF A SINGLE FAMILY DWELLING BLENDING IN
WITH COURTENAY'S OLDER HISTORY. THERE WILL BE LOW IMPACT IN BOTH
HEIGHT AND FOOTPRINT WITH DESIGN ELEMENTS SUCH AS: DORMERS,
GABLES, STEEP ROOF LINES, PORCHES AND CHARACTER IN LINE WITH
OLDER HOMES.

WE WILL CREATE OPTIONS FOR DIFFERENT INCOME NEEDS BY OFFERING
TWO SMALLER UNITS AT 567SQ.FT. AND TWO LARGER UNITS OF
1047SQ.FT. WE WILL MAINTAIN A HIGH STANDARD IN DESIGN, QUALITY OF
MATERIALS AND CRAFTSMANSHIP.

LANDSCAPE DESIGN IS INTENDED TO CREATE A PARK-LIKE SETTING THAT IS
DYNAMIC AND WILL ENCOURAGE USE IN MULTIPLE AREAS. THE DESIGN
INCORPORATES PRIVACY SCREENING, OUTDOOR DINING AREAS, MULTIPLE
OPEN LAWN AREAS AND PERMEABLE PARKING AREAS TO PROMOTE
GROUNDWATER EXCHANGE.

WE HOPE THIS MEETS THE CITY'S SATISFACTION.

GLEN CROSS
HERITAGE REVIVAL HOMES LTD.

HERITAGE REVIVAL HOMES LTD.

1589 CEDAR AVE
COMOX V9M 2V6

AUG 28, 2012

REGARDING PROPOSED 4 PLEX CONSTRUCTION AT 932 5TH ST

IN RESPONSE TO THE CITY OF COURTENAY'S AFFORDABLE HOUSING POLICY.

WE PROPOSE TO BUILD A FOURPLEX THAT INCLUDES TWO UNITS AT 1047 SQ.FT. AND TWO UNITS AT 567 SQ.FT. WE WOULD SELL THESE UNITS AT APPROXIMATELY A RANGE OF \$ 180,000 AND \$140,000 RESPECTIVELY. WE FEEL THAT THIS PRICE RANGE ASSISTS IN PROVIDING AFFORDABLE HOUSING WHILE CREATING HIGH QUALITY WITHIN DOWNTOWN COURTENAY.

GLEN CROSS
HERITAGE REVIVAL HOMES LTD.

Ward, John

From: Blamire, Susan
Sent: December-13-12 9:57 AM
To: Ferguson, Erin; Ward, John
Subject: FW: Application for Development Permit with Variances # 1223

From: Kris Toijonen [<mailto:kris.toijonen@gmail.com>]
Sent: Thursday, December 13, 2012 9:30 AM
To: PlanningAlias
Subject: Re: Application for Development Permit with Variances # 1223

Good Morning Emily Ferguson,

I am writing in regards to the application for Development Permit with Variances 1223, Amended Lot 5 (DD40086N) Block 1, District Lot 127, Comox District Plan 1951 932 5th St.

My wife and I are pleased that the lot beside our property at 980 5th St. is on the table to be developed. We are also pleased with the design choice from an appearance standpoint as it suits the architecture of the homes on 5th and compliments the neighborhood in this regard. We do have a couple reservations to state, however.

One reservation we have is that 4 dwelling units of course bring in larger amounts of traffic and we had hoped that the house plans would have been only designed to suit the R2 zoning. The other reservation on that shared side of our properties is that the setback has been reduced to 2.3m from the original 3.5m which creates less room between the structures.

If the developer Mr. Glen Cross could please cover 100% of the material expenses and labor of the remaining 50% of the fence between our properties which was supplied by Shamrock Fencing, before breaking ground, using the same height and material to the end of our shared property line terminating at 5th St., we would consider that adequate in concealing the reduced setback, reducing the appearance of increased traffic, as well as separating construction debris.

We footed 100% of the cost and labor to rebuild the original fence to the halfway point between our properties and we feel it would be appreciated if Mr. Cross would be able to complete the remainder as a fair neighborly gesture.

If he could ensure to see our request met, then we wish Mr. Cross all the very best of luck and success with his development of 932 5th St.

Thank-you & Regards,

Kris Toijonen & Nicole Poon

Kris Toijonen Cell: (403)-688-2589

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2734

A bylaw authorizing the Corporation of the City of Courtenay to borrow the sum of Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) to meet the current lawful expenditures of the Corporation

WHEREAS, pursuant to Section 177 of the *Community Charter*, Council may by bylaw, provide for the borrowing of money that may be necessary to meet current lawful expenditures of the municipality;

AND WHEREAS the debt outstanding under this section shall not exceed the sum of seventy-five percent (75%) of all taxes levied for all purposes in the preceding year and the money remaining due from other governments; such sum being Thirty Three Million, Sixty Five Thousand Dollars (\$33,065,000.00).

AND WHEREAS in order to borrow the said sum, the Corporation shall set aside as security the unpaid taxes for the years 2011 and 2012 and the whole of the taxes for the current year, and the money borrowed shall be a first charge thereon.

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

1. This bylaw may be cited as **"Revenue Anticipation Borrowing Bylaw No. 2734, 2012"**
2. It shall be lawful for the Corporation to borrow the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) in such amounts and at such times as may be so required.
3. The monies so borrowed and the interest thereon shall be paid on or before the 31st of January, 2014.
4. The form of obligation to be given as an acknowledgment of such liability shall be a promissory note or notes for sums as may be required and advanced from time to time, signed by the Mayor and Director of Financial Services and bearing the seal of the Corporation or other agreements as required by the lender. These notes shall be payable with interest before the 31st of January, 2014.
5. There shall be set aside as security for the payment of such money, the whole of the unpaid taxes for the years of 2011 and 2012 and the whole of the taxes for the current year.

Read a first time this 10th day of December, 2012

Read a second time this 10th day of December, 2012

Read a third time this 10th day of December, 2012

Finally passed and adopted this day of

Mayor

Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2737

A bylaw to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992

The Council of the Corporation of the City of Courtenay, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as **“City of Courtenay Fees and Charges Amendment Bylaw No. 2737, 2012”**.
2. That City of Courtenay Fees and Charges Bylaw No. 1673, 1992 be amended as follows:

That “Schedule of Fees and Charges **Section I, Miscellaneous Fees**” be hereby repealed and substituted with the **“Schedule of Fees and Charges Section I, Miscellaneous Fees”** attached hereto and forming part of this bylaw.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 10th day of December, 2012

Read a second time this 10th day of December, 2012

Read a third time this 10th day of December, 2012

Finally passed and adopted this day of

Mayor

Director of Legislative Services

**SCHEDULE OF FEES AND CHARGES
CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW
NO. 2737, 2012**

**SECTION I
MISCELLANEOUS FEES**

Description	Fee or Charge
1. Print or reproduce copy of "List of Electors"	\$ 0.10 per page
2. Copy of minutes of the proceedings of Council	\$ 0.25 per page
3. Copies of bylaws and of Council minutes (excepting Special InCamera Meeting Minutes)	\$ 0.25 per page
4. Copy of tax notice – per parcel	\$ 2.00
5. Property Tax Prepayment Program-cancellation and refund of prepaid taxes	\$50.00
6. Statement of taxes levied or taxes outstanding – per parcel Certified Rate:	
- Current tax year	\$10.00
- One year prior to current tax year up to and including ten years prior to current tax year – per year	\$15.00
- Greater than ten years prior to current tax year-per year	\$50.00
- Mortgage companies-notice of current year levy	\$ 5.00
Estimate of taxes levied in prior years using property Assessment and tax rates bylaw – per parcel/per year	\$10.00
7. Returned Cheque Fee (NSF)	\$20.00
8. Freedom of Information and Protection of Privacy Act Fees and Charges	see attached Appendix I
9. False Alarm Fees – Fire Alarm and Security Alarm	see attached Appendix II
10. Waste Management Act-Review Schedule 1 Site Profile	\$50.00 plus GST

**SCHEDULE OF FEES AND CHARGES
CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW
NO. 2737, 2012**

**SECTION I
MISCELLANEOUS FEES**

Description	Fee or Charge
11. RCMP Fees:	
Police Information Record Check	\$50.00
Fingerprints (Municipal Administration Fee including Pardon Kit Fingerprints)	\$25.00
Photographs/CD Disk – reproduction of Photographs	\$25.00
MV6020-Collision Report	\$25.00
Police Investigation Report	\$40.00
WCB Report	\$30.00
ICBC Reports-CL 152 (Records will process CL-59 and all requests for copies of MV104 as there is no charge for these reports for ICBC)	\$20.00
Field Diagram	\$30.00
Scale Diagram	\$30.00
Mechanical Investigation Report	\$400.00
Photocopy of files (\$.30 per page minimum)	\$40.00
Traffic Analyst Report	\$150.00

