

CITY OF LANGFORD
REGULAR MEETING OF COUNCIL
Monday, December 17th, 2018 @ 5:30 p.m.
After the In Camera Council Meeting
Council Chambers, 3rd Floor, 877 Goldstream Avenue

AGENDA

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1. <u>CALL TO ORDER</u>	
2. <u>APPROVAL OF THE AGENDA</u>	
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PUBLIC HEARING
Monday, 17 December 2018

Bylaw No. 1808
File No. Z18-0021

*A Bylaw to Rezone 2786 Wenger Terr from the R2 (One-
and Two-Family Residential) Zone to the RS3
(Residential Small Lot 3) Zone to permit a subdivision of
the property into two lots and to allow a secondary
suite within the existing house on the property*

**CITY OF LANGFORD
BYLAW NO. 1808**

**A BYLAW TO AMEND BYLAW NO. 300,
"LANGFORD ZONING BYLAW, 1999"**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting the existing text within subsection 6.27.01(5) and replacing it with the following:
"secondary suite in a one family dwelling on lots with areas greater than or equal to 550 m², except for on the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) wherein the lot size may be equal to or greater than 400 m², in accordance with Section 3.08";
2. By deleting from the R2 (One- and Two-Family Residential) Zone and adding to RS3 (Residential Small Lot 3) Zone the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
3. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
RS3	1808	LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (Wenger Terrace)	a) \$660 towards the Affordable Housing Reserve Fund; b) \$3960 towards the General Amenity Fund	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 548, (2786 Wenger Terr), 2018".

READ A FIRST TIME this 19th day of November, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

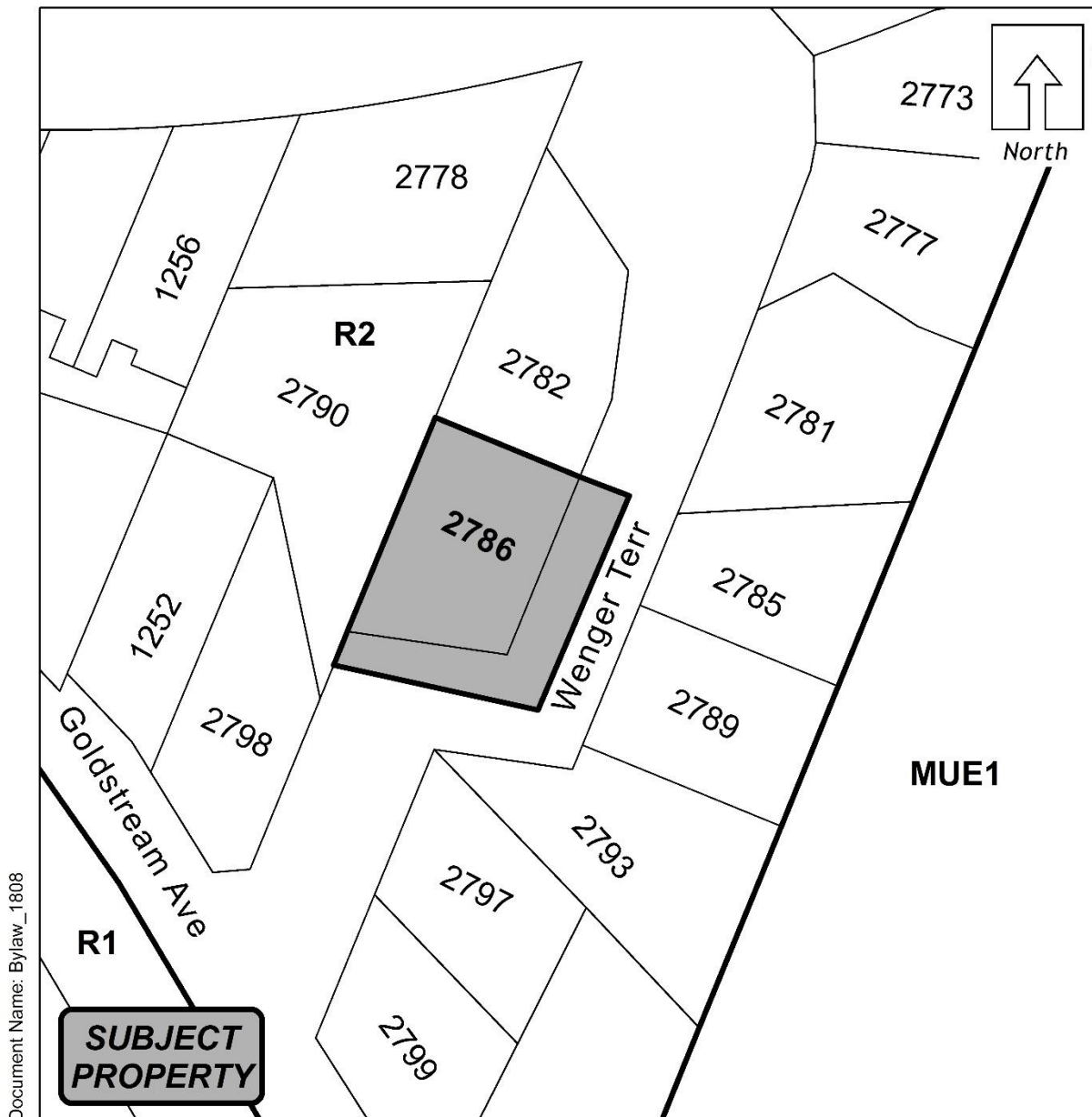
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1808

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/13/2018



NOTICE OF PUBLIC HEARING

The City of Langford has received an application to amend Zoning Bylaw No. 300 by means of proposed Bylaw No. 1808. All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaw at a Public Hearing. Please be advised that no representations may be received by Council after the close of the Public Hearing and any submissions made to Council, whether orally or in writing, will form part of a public record.

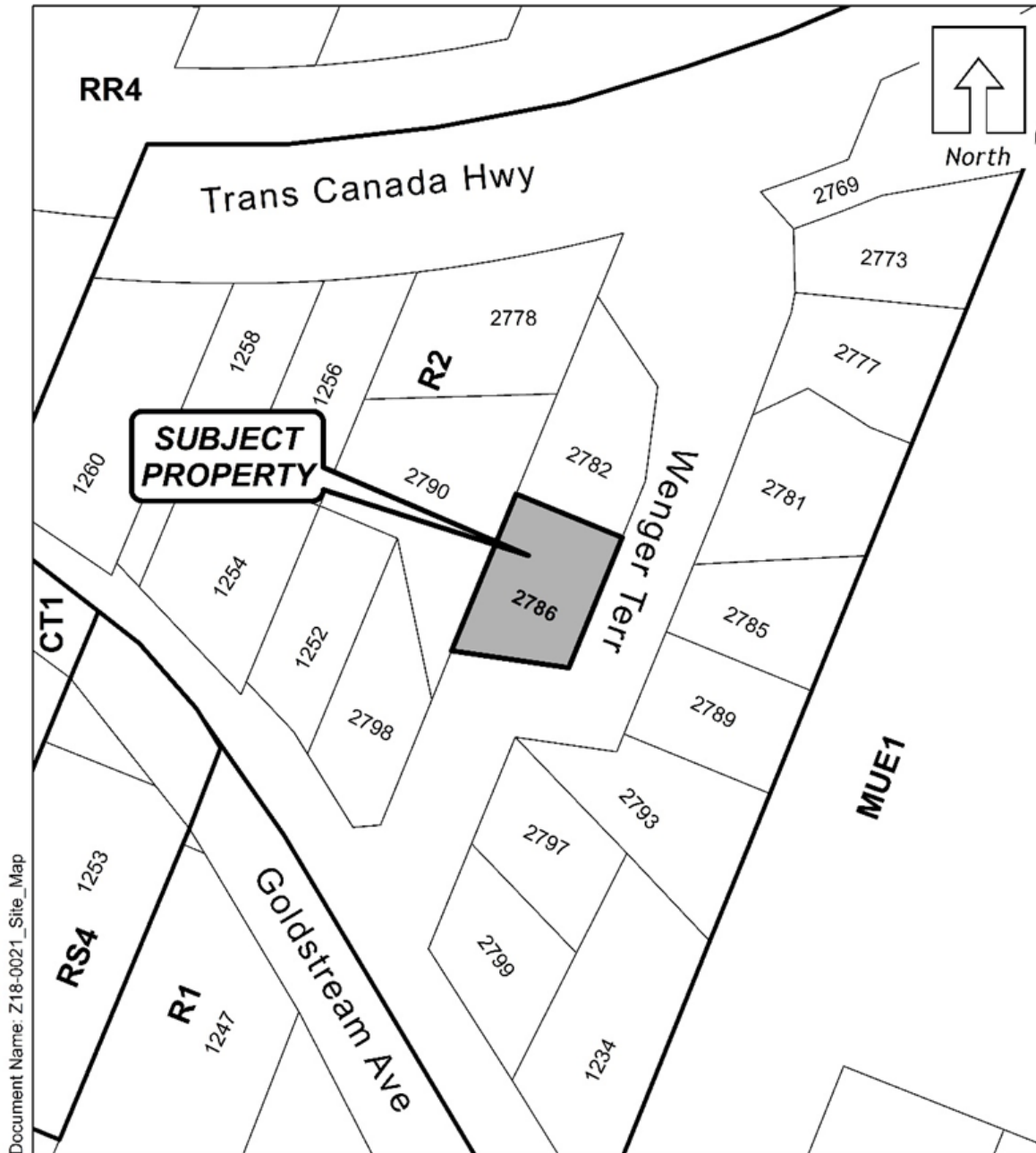
Meeting Date	Monday, 17 December 2018	
Meeting Time	5:30 pm	
Meeting Place	City Hall Council Chambers, Third Floor, 877 Goldstream Avenue	
Subject Property	2786 Wenger Terr	
File	Z18-0021	Bylaw Number: 1808
Official Community Plan	Current: Hillside or Shoreline	Proposed: No Change
Zoning	Current: R2 (One- and Two-Family Residential)	Proposed: RS3 (Residential Small Lot 3)
Proposal	To permit a subdivision of the property into two lots and to allow a secondary suite within the existing house on the property.	

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 3 December 2018 to Monday, 17 December 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact Lauren Morhart in the Planning Department at 250-478-7882 with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services

**REZONING BYLAW AMENDMENT
(Z18-0021)**

2786 Wenger Terr



Document Name: Z18-0021_Site_Map

Scale: N.T.S.

Last Revised: 9/13/2018

Six arrested at Johnson Street Bridge sit-in

Environmental group blocks rush-hour traffic to protest climate change

Jesse Laufer
News staff

Traffic was heavier than usual crossing the Johnson Street Bridge Monday evening.

A local environmental group blocked rush-hour traffic on the bridge for a sit-in and vigil, protesting the causes of climate change.

The bridge was closed for about two and a half hours

A Facebook group created for the event said protesters planned to block traffic on the bridge for 12 minutes, one minute for each of the 12 years they say the world has left to address the climate crisis. The rally was also to include a two minute moment of silence to acknowledge the depth of the climate emergency.

The protest started at Centennial Square with roughly 100 people gathered, listening to speeches, before heading to the Johnson Street Bridge.

About 250 people occupied the bridge with a small group of protesters remaining behind. Six protesters stayed on the bridge until the end around 8 p.m., and were arrested.

Victoria Police were aware of the groups' plan, and worked to minimize the impact to commuters.

The sit-in and vigil was organized by a group on Vancouver Island to coincide with the first day of the annual UN climate change conference, happening in Poland this year.

"This gathering is in solidarity with people worldwide taking bold action demanding governments transition to a 100 per cent renewable energy future; and with Indigenous frontline communities, from Secwepemc territory to the Unist'ot'en Yintah, holding the line to protect water, land and life and to stop dangerous fossil fuel expansion across unceded homelands," the group wrote in a statement on the event.

The group says this was the first action to

be taken in a "graduated-escalation of local, non-violent people-powered direct-action that will continue until dramatic climate action is taken."

Participants are calling on the governments of Canada and B.C. to abandon plans for expanding the Alberta tarsands and continued fracking, and instead reallocate their funding towards green energy projects as part of an aggressive plan to meet UN targets.



Protesters temporarily blocked the Johnson Street Bridge in Victoria Monday evening. (Jesse Laufer/News staff)

Upcoming West Shore holiday events

Shalu Mehta
News Staff

It's beginning to look a lot like Christmas in the West Shore as municipalities gear up for their annual holiday events. Here's a look at upcoming Christmas celebrations in the area:

Colwood

Colwood Christmas Light Up Celebration is Thursday, Dec. 6 from 6 to 8 p.m. at Colwood City Hall

Residents can make their way to Colwood City Hall for free treats from Colwood businesses, a kids craft table and performances from local school choirs. Santa will also be arriving on a fire truck. Donations can be brought for the Christmas Backpack Project and the Goldstream Food Bank.

View Royal

Santa Drive Around is Saturday, Dec. 15 from 10 a.m. to 2 p.m. starting at the View Royal Fire Hall.

Members of the View Royal Fire Department will be driving around the community with Santa. They will also be accepting donations for the Goldstream Food Bank.

The Island Equipment Owners Truck Light

Convoy will also be making its way through View Royal on Sat. Dec. 1 around 7:30 p.m. Residents can head to Watkiss Way and Helmcken Road to see the convoy. The View Royal Fire Department will be collecting food donations across from the Helmcken Market.

Highlands

Highlands Fire Department Santa Run is Saturday, Dec. 8 from 9:30 a.m. to 3:15 p.m. starting at East Fire Hall and ending at Bear Mountain Parkway - Rivers Crossing

Volunteers from the Highlands Fire Department will be driving Santa around on a fire truck to meet community members. Treats will be made available and the department will be collecting non-perishable food items for the Goldstream Food Bank.

Metchosin

Annual Breakfast with Santa is Saturday, Dec. 16 from 10 a.m. - 1 p.m. at the Metchosin Fire Hall

Community members can head down to the fire hall to meet Santa and enjoy some pancakes, sausage, hot beverages and crafts for the kids. Donations for the Goldstream Food Bank will be accepted.

shalu.mehta@goldstreamgazette.com

Michael's
MAKE CREATIVITY HAPPEN™

Correction Notice

In the circular beginning Friday, November 30, 2018, we incorrectly stated Christmas Packaging is Clearance – it is not Clearance. The B1G1 50% off Bernat Yarn offer also excludes Everyday Value program. We apologize for any inconvenience this may have caused.

Looking for the perfect gift?
Come on in and see for yourself! We have a wide selection of RC Vehicles, Quadcopters, Boats & Planes and much more!
Located in the Eagleridge complex next to Playzone / Mini Golf.
105-1089 Langford Parkway (778) 433-8133
www.griffinhobbies.com



City of Langford

www.cityoflangford.ca

NOTICE OF PUBLIC HEARING

The City of Langford has received an application to amend Zoning Bylaw No. 300 by means of proposed Bylaw No. 1808. All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded an opportunity to be heard or to present written submissions respecting matters contained in the Bylaw at a Public Hearing to be held in the **CITY OF LANGFORD COUNCIL CHAMBERS, Third Floor, 877 Goldstream Avenue, Langford, BC, on Monday, 17 December 2018, at 5:30 pm.** Please be advised that no representations may be received by Council after the close of the Public Hearing and any submissions made to Council, whether orally or in writing, will form part of a public record.

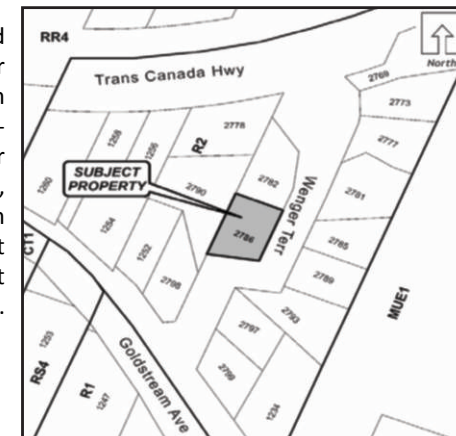
Proposal: The purpose of Bylaw No. 1808 is to amend the City of Langford Zoning Bylaw No. 300 by amending the zoning designation of the land that is the subject of Bylaw No. 1808 from R2 (One- and Two-Family Residential) Zone and adding to the RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property.

Applicant: Ron Coutre

Location: The land that is the subject of Bylaw No. 1808 is 2786 Wenger Terr as shown shaded on the plan.

COPIES of the complete proposed Bylaw and other material that the Council may consider in relation to the Bylaw may be viewed from 8:30 am to 4:30 pm, Monday to Friday (holidays excluded), from Monday, 3 December 2018 to Monday, 17 December 2018, inclusive, at Langford City Hall, 2nd Floor, 877 Goldstream Avenue, Langford, BC, V9B 2X8. Please contact Lauren Morhart in the Planning Department at 250-478-7882 with any questions on this Bylaw.

Braden Hutchins
Director of Corporate Services



BALLET *BV* VICTORIA

The Gift



Black Press Media

Royal Theatre

Dec 28 | 7:30 pm
Dec 29, 30 | 2:00 pm

Tickets : balletvictoria.ca or Call : 250-386-6121

Victoria Symphony Performing Tchaikovsky's Nutcracker

UVic looks at concussions impact on aging athletes

Keri Coles
News Staff

UVic’s contribution to a global health concussion research project kicked off Thursday with one of the head researchers playing guinea pig.

Sport medicine physician Dr. Steve Martin was hooked up to a myriad of machines and put through the paces of a variety of activities from squat tests to visual challenge tasks, as a pilot test for UVic researchers examining the long-term impacts of multiple concussions on heart health and brain function.

“I’ve played rugby and other contact sports my whole life so I became the guinea pig,” said Martin.

The research is in conjunction with Dr. Patrick Neary at the University of Regina and is part of an international study, Global Rugby Health Project. The hope is to establish new guidelines related to return-to-play protocols and greater knowledge about the relationship between brain injury and dementia.

“It is an important study to develop some objective tools to be able to identify when concussions occur and when they are resolving,” said Martin. “That’s going to be a big step



Researchers and students look on as Dr. Steve Martin goes through pilot testing to examine the long-term impacts of multiple concussions on heart health and brain function. (Keri Coles/News staff)

forward if we can do that because right now concussion assessment is relatively subjective.”

The UVic study is still looking for volunteers — men between the ages of 40 and 80, who have sustained concussions playing sport at any point in their lives. They are also seeking men of the same ages who have not had a concussion to act as control subjects.

To participate contact the researchers at concussionuvic@gmail.com.



City of Langford
www.cityoflangford.ca

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Proposal:

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Applicant:

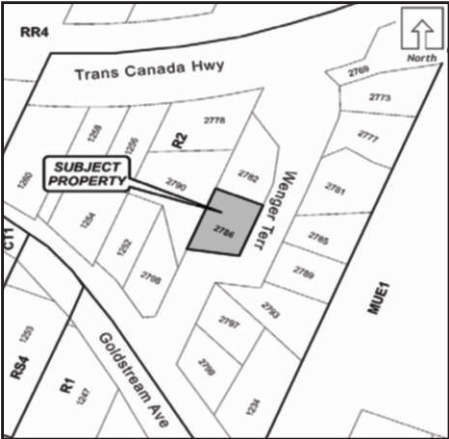
Ron Coutre

Location:

The land that is the subject of Bylaw No. 1808 is 2786 Wenger Terr as shown shaded on the plan.

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Braden Hutchins
Director of Corporate Services



- ii. \$1,000 towards the Affordable Housing Reserve Fund.
- g) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
- h) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering;
 - ii. That a storm water management plan be provided, which demonstrates the required onsite detention, to the satisfaction of the Director of Engineering;
 - iii. That notification be provided that the properties are close to agricultural operations and the South Vancouver Rangers property, both of which may generate nuisances;
 - iv. That the proposed greenspace areas totaling 30% of the land is covenanted as a non-disturbance area.
 - v. That the edges of the strata road are free and clear of any obstruction and are level with the strata road in order to allow turning movements of a fire truck.

CARRIED.

2. Bylaw No. 1808 Application to Rezone 2786 Wenger Terrace from R2 (One and Two Family Residential) to RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Give First Reading to Bylaw No. 1808, a Bylaw to amend subsection 6.27.01(5) to include secondary suites on lots greater to or equal than 400 m², in accordance with section 3.08, for the subject property;
2. Give First Reading to Bylaw No. 1808, a Bylaw to amend the zoning designation of the property located at 2786 Wenger Terrace from the R2, One and Two Family Residential, Zone to the RS3, Residential Small Lot 3, Zone subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions for the creation of an additional lot:
 - i. \$660 towards the Affordable Housing Reserve Fund;
 - ii. \$3960 towards the General Amenity Reserve Fund;
 - b) That the applicant provides, **prior to Public Hearing**, the following:

- i. A technical stormwater management assessment reviewed by the Director of Engineering;
3. That Council direct Staff to proceed with the consideration of the following variances subject to the applicant applying for the necessary Development Variance Permit:
 - a. A variance to subsection 6.27.06(1)(c) to reduce the exterior setback from the required 3.5 m to 1.5 m for proposed Lot B; and
 - b. A variance to the Table in subsection 4.01.02 to reduce the length of a driveway stall from the required 5.5 m to 4.28 m for proposed Lot A.

CARRIED.

3. Application for Development Variance Permit to reduce the front and rear setback at 938 Whisperwind Place

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Direct staff to proceed with consideration of the following variances for 938 Whisperwind Place:
 - a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied from a front and rear lot line setback of 6 m to a front lot line setback of 3.5 m and a rear lot line setback of 1.5 m;

Subject to the following terms and conditions:

- i. That a 6 m setback be maintained on the interior side lot lines instead of the required 1.5 m.

CARRIED.

4. Application for Development Variance Permit to allow a reduction in the rear yard setback from 6 m to 3.2 m at 620 Rockingham Road

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Direct staff to proceed with consideration of the following variance for 620 Rockingham Road:
 - a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied to reduce the rear setback from the required 6 m (20ft) to 3.2 m (10.49ft);

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1643 First, Second and Third Readings.

CARRIED.

- b) BYLAW NO. 1804**
"Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council give Bylaw No. 1804 Second and Third Readings.

CARRIED.

- c) BYLAW NO. 1805**
"Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1805 Second and Third Readings.

CARRIED.

- d) BYLAW NO. 1808**
"Langford Zoning Bylaw, Amendment No. 548, (2786 Wenger Terr), 2018".
(FIRST READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1808 First Reading.

CARRIED.

- e) BYLAW NO. 1811**
"Langford Zoning Bylaw, Amendment No. 551, (2961 and 2965 Sooke Rd), 2018".
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

4. REPORTS

a) Application to Rezone 887 Klahanie Drive from Rural Residential 2 (RR2) to Rural Residential 7 (RR7) to Allow a Six Lot Development

- Staff Report (Planning)

MOVED BY: K. SHELDRAKE

SECONDED: A. CREUZOT

That the Planning, Zoning and Affordable Housing Committee recommend that Council:

1. Direct staff to prepare a bylaw to amend the zoning designation of the property located at 887 Klahanie Drive from RR2 (Rural Residential 2) to RR7 (Rural Residential 7) subject to the following terms and conditions:
 - a) That the applicant agrees to provide, **as a bonus for increased density**, the following contributions per one-family lot created, prior to subdivision approval:
 - i. \$6,000 towards the General Amenity Reserve Fund; and
 - ii. \$1,000 towards the Affordable Housing Reserve Fund.
 - b) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - c) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering;
 - ii. That a storm water management plan be provided, which demonstrates the required onsite detention, to the satisfaction of the Director of Engineering;
 - iii. That notification be provided that the properties are close to agricultural operations and the South Vancouver Rangers property, both of which may generate nuisances;
 - iv. That the proposed greenspace areas totaling 30% of the land is covenanted as a non-disturbance area.
 - v. That the edges of the strata road are free and clear of any obstruction and are level with the strata road in order to allow turning movements of a fire truck.

CARRIED.

b) Bylaw No. 1808 Application to Rezone 2786 Wenger Terrace from R2 (One and Two Family Residential) to RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property.

- Staff Report (Planning)

MOVED BY: K. SHELDRAKE

SECONDED: A. CREUZOT

That the Planning, Zoning and Affordable Housing Committee recommend that Council:

1. Give First Reading to Bylaw No. 1808, a Bylaw to amend subsection 6.27.01(5) to include secondary suites on lots greater to or equal than 400 m², in accordance with section 3.08, for the subject property;
2. Give First Reading to Bylaw No. 1808, a Bylaw to amend the zoning designation of the property located at 2786 Wenger Terrace from the R2, One and Two Family Residential, Zone to the RS3, Residential Small Lot 3, Zone subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions for the creation of an additional lot:
 - i. \$660 towards the Affordable Housing Reserve Fund;
 - ii. \$3960 towards the General Amenity Reserve Fund;
 - b) That the applicant provides, **prior to Public Hearing**, the following:
 - i. A technical stormwater management assessment reviewed by the Director of Engineering;
3. That Council direct Staff to proceed with the consideration of the following variances subject to the applicant applying for the necessary Development Variance Permit:
 - a. A variance to subsection 6.27.06(1)(c) to reduce the exterior setback from the required 3.5 m to 1.5 m for proposed Lot B; and
 - b. A variance to the Table in subsection 4.01.02 to reduce the length of a driveway stall from the required 5.5 m to 4.28 m for proposed Lot A.

CARRIED.

- c) **Application for Development Variance Permit to reduce the front and rear setback at 938 Whisperwind Place**
 - **Staff Report (Planning)**

MOVED BY: A. CREUZOT
SECONDED: S. HARVEY

That the Planning, Zoning and Affordable Housing Committee recommend that Council:

1. Direct staff to proceed with consideration of the following variances for 938 Whisperwind Place:
 - a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied from a front and rear lot line setback of 6 m to a front lot line setback of 3.5 m and a rear lot line setback of 1.5 m;



Staff Report to Planning, Zoning and Affordable Housing Committee

Date: November 6, 2018

Department: Planning

Application No.: Z18 -0021

Subject: Bylaw No. 1808 Application to Rezone 2786 Wenger Terrace from R2 (One and Two Family Residential) to RS3 (Residential Small Lot 3) Zone to allow the subdivision of the property into two lots and to allow a secondary suite within the existing house on the property.

PURPOSE

Ron Coutre has applied on behalf of Mike and Martin Meszaros to rezone the property at 2786 Wenger Terrace from the R2 (One and Two Family Residential) Zone to the RS3 (Residential Small Lot 3) Zone to allow for the subdivision of the property into two lots, while keeping the existing house on the property. The applicant would also like to amend the text within in the RS3 zone to permit a secondary suite within the existing home on the property, in accordance with Section 3.08 of the Zoning Bylaw.

BACKGROUND

PREVIOUS APPLICATIONS

City records indicate that there have not been any recent development applications for the property.

Table 1: Site Data

<i>Applicant</i>	Ron Coutre
<i>Owner</i>	Mike and Martin Meszaros
<i>Civic Address</i>	2786 Wenger Terrace
<i>Legal Description</i>	Lot 1, Section 116, Esquimalt District, Plan 22391
<i>Size of Property</i>	707.64 m ²
<i>DP Areas</i>	None
<i>Zoning Designation</i>	R2
<i>OCP Designation</i>	Hillside or Shoreline

SITE AND SURROUNDING AREA

The subject site is a flat, and sparsely treed property in west Langford, located just west of the City Centre, between Goldstream Avenue and the Trans-Canada Highway. The 13 properties on Wenger Terrace were created by subdivision in 1969.

Properties in the Wenger Terrace subdivision are zoned R2, a historical zone for many established residential areas in Langford. The majority of the properties in the area have not been redeveloped and contain the original homes on expansive parcels that still contain septic fields to manage on-site waste.

Properties north of Goldstream Avenue, to the east of the subject property, have recently been rezoned to MUE1 (Mixed Use Employment 1) to accommodate light industrial, commercial business uses and multi-residential family uses that will support a Business Technology park in that location.

Figure 1: Showing the subject property highlighted in red



Table 2: Surrounding Land Uses

	Zoning	Use
<i>North (2782 Wenger Terrace)</i>	R2, One and Two Family Residential	Single Family Home
<i>East (2790 Wenger Terrace)</i>	R2, One and Two Family Residential	Single Family Home
<i>South (2797 Wenger Terrace)</i>	R2, One and Two Family Residential	Single Family Home
<i>West (2785 Wenger Terrace)</i>	R2, One and Two Family Residential	Single Family Home

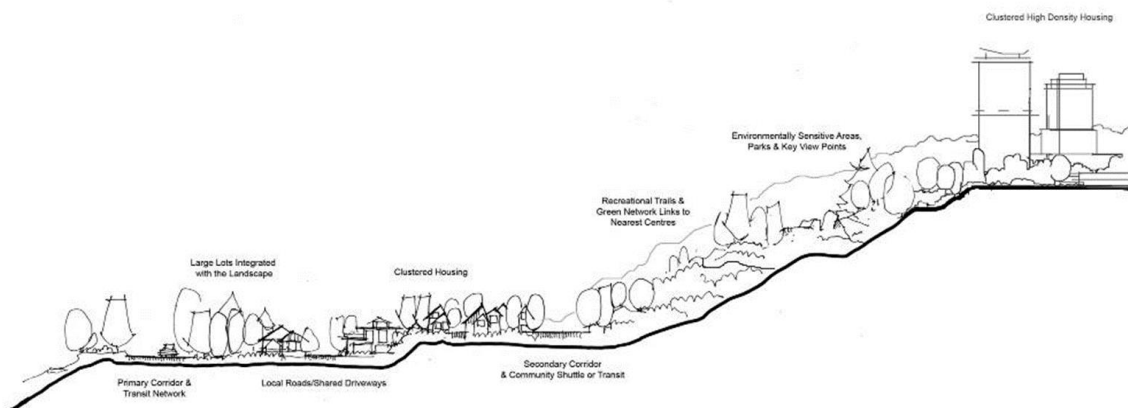
COMMENTS

OFFICIAL COMMUNITY PLAN

Hillside or Shoreline

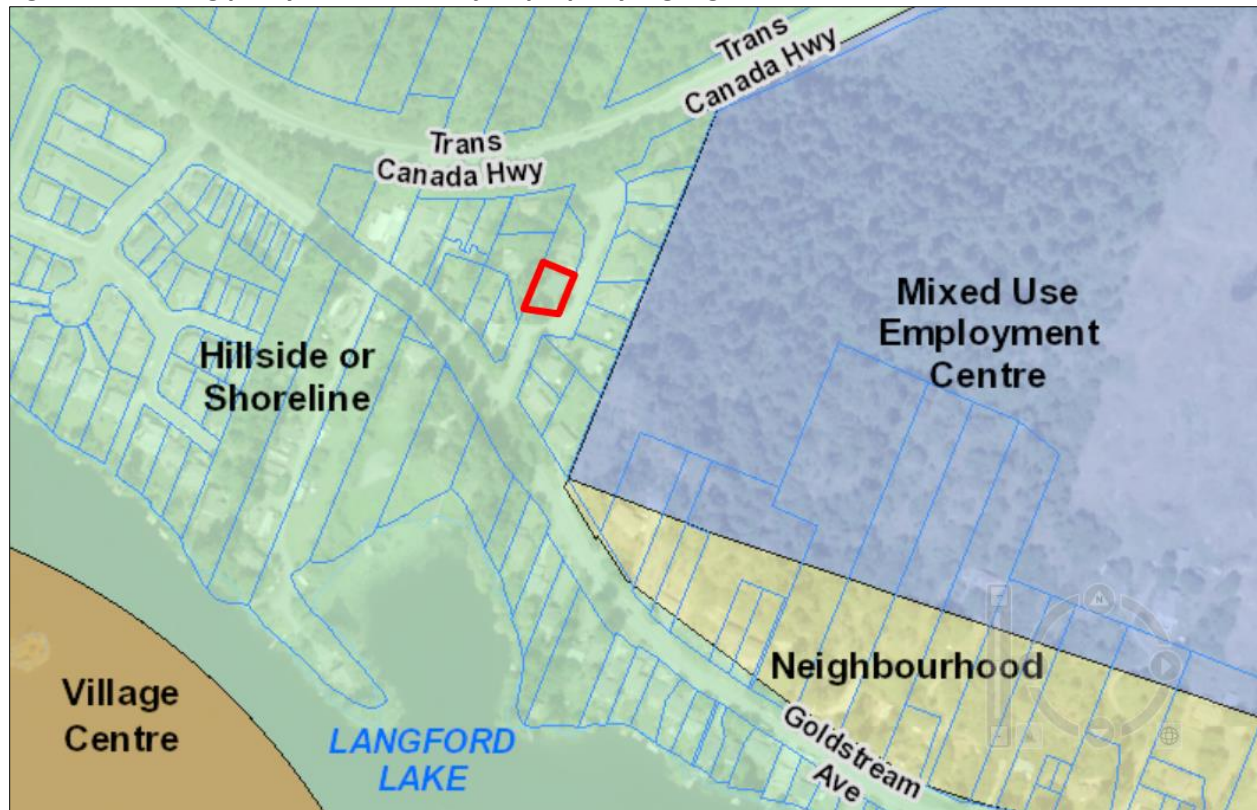
Predominantly existing low intensity settled areas throughout community with a high percentage of open space and undeveloped areas located on a hillside or near the shoreline.

- Predominantly residential precinct that supports a range of clustered (See Glossary & next page) low, medium and high density housing choices including secondary suites. Higher building forms, such as point towers, will be permitted on hillsides to maximize open space provided some conditions are satisfied (see policies for this area)
- Schools, community facilities and other institutional uses are permitted throughout the area
- Home-based businesses, live-work housing is encouraged; Home-based accommodations (e.g. Bed & Breakfasts) are permitted.
- Parks, open spaces and green corridors (creeks, wildlife corridors, trails, etc.) are integrated throughout the area. Large playfields are discouraged due to grading requirements. Site and topographic responsive pocket parks, enhanced viewpoints, graded hiking and walking trails, children's play areas, including 'tot lots' and outdoor exercise areas are strongly encouraged on hillside areas.
- This area allows for *Neighbourhood Centres* to emerge in the form of high and medium density clustered mixed-use nodes
- Transit stops are located where appropriate

Concept for Hillside or Shoreline

The proposed rezoning and subsequent subdivision aligns with the focus and goals of the Hillside/Shoreline designation within the Official Community Plan (OCP). The subdivision of the property into two lots will maintain the context of the neighbourhood while allowing the densification of property in an area where services and amenities are already located or are located nearby.

Figure 2: Showing policy areas and subject property highlighted in red



DEVELOPMENT PERMIT AREAS

The subject property is not within a Development Permit area and therefore no development permits will be required for construction on the proposed newly created property.

PEDESTRIAN, CYCLING AND MOTORIST NETWORK

Given the internal location of the subject property, within an established neighbourhood that has not experienced any redevelopment, there are no existing bike paths or sidewalks. The closest infrastructure to support cyclist and pedestrian mobility is along Goldstream Avenue where both exist at the entrance to the Lakeshore Place subdivision. Neither Sidewalks nor bike lanes are required for this subdivision as part of the Subdivision and Servicing Bylaw No.1000.

BC Transit Route 53 runs North and South bound along Goldstream Avenue and has a stop at the corner of Wenger and Goldstream Avenue. The route runs along Goldstream Avenue and stops at both the Langford Bus Exchange and the Colwood Bus exchange where riders can transfer onto other Routes that will take them on to downtown Victoria, and other West Shore communities.

FRONTAGE IMPROVEMENTS

As mentioned the Subdivision and Servicing Bylaw No.1000 does not require any bike lanes or sidewalks to be installed along Wenger Terrace frontage. Parks has indicated that the frontage will not need to be landscaped, however a light standard may be required as per Langford's lighting policy within the Subdivision and Servicing Bylaw No. 1000.

INFRASTRUCTURE

Currently the subject property is using a septic system to capture waste products generated on the site. In order to subdivide the property, as proposed through this rezoning application, sewer services would have to be installed to connect the subject property to the municipal sanitary sewer system.

Sewer has been installed along Goldstream Avenue thus the opportunity to connect it to the Wenger Terrace subdivision exists at the conjunction of these two roads. Sewer services would have to be extended up through Wenger Terrace to reach the subject property at the cost and responsibility of the applicant and/or developer of the site.

All stormwater runoff at the site must be effectively drained away from the subject property and neighbouring area. A technical stormwater management memo, approved by the Director of Engineering, will be required prior to Public Hearing. A formal stormwater management plan will be required prior to subdivision approval.

Access to the new property is proposed via a driveway connected to Wenger Terrace, in the same way the adjacent homes in the subdivision are laid out. Thus access will follow the uniform pattern that is already established and compliant with the requirements of the Fire Department and emergency services for access to the homes and surrounding developments. A fire underwriters survey will be required at time of subdivision of the property to ensure the proposed setbacks of the home will comply with the FUS calculations and available water and water flow to the property.

In order to ensure the least amount of disruption during the development of the new property, a construction parking management plan will be required prior to approval of the subdivision of the property.

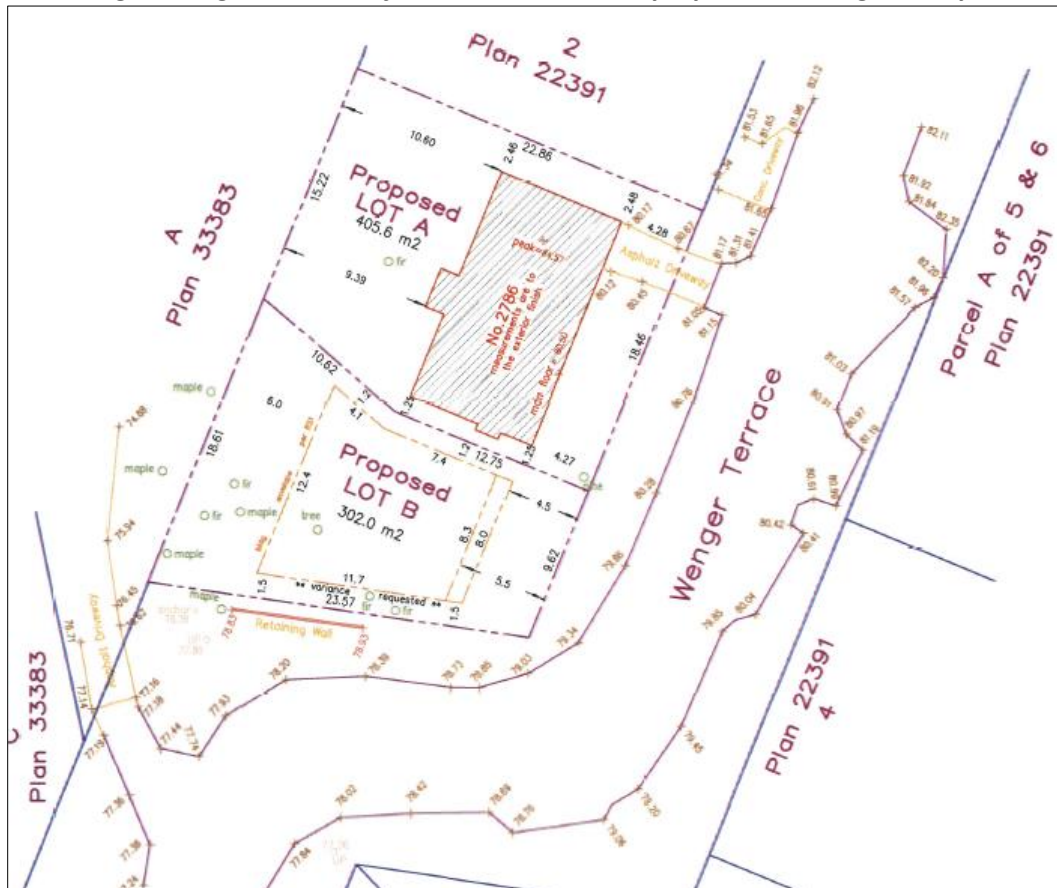
COMMENTS

DEVELOPMENT PROPOSAL

The applicant is requesting to subdivide the 707 m² property into two lots while retaining the existing home. The proposed finished product would consist of one lot that is 405.6 m² containing the existing single family home and a new 302 m² lot. In order to achieve this Council will have to approve the rezoning of the properties as the current R2, One and Two Family Residential, zone requires a minimum lot size of 1 ha or 2.47 acres for lots that are not serviced by sanitary sewer, of which the subject property is not.

Therefore a rezoning application to accommodate the new property sizes is required. As both properties are proposed to be under 550 m², they will be considered a “small lot” subdivision by Langford’s Design Guidelines, of Zoning Bylaw No. 300. There are several small lot zones in Langford’s Zoning Bylaw but the RS3, or Small Lot Residential 3, Zone would require with the least amount of variances to accommodate a one family home on the new small lot.

Figure 3: Showing existing conditions of Lot A and Lot B with proposed building envelope and setbacks.



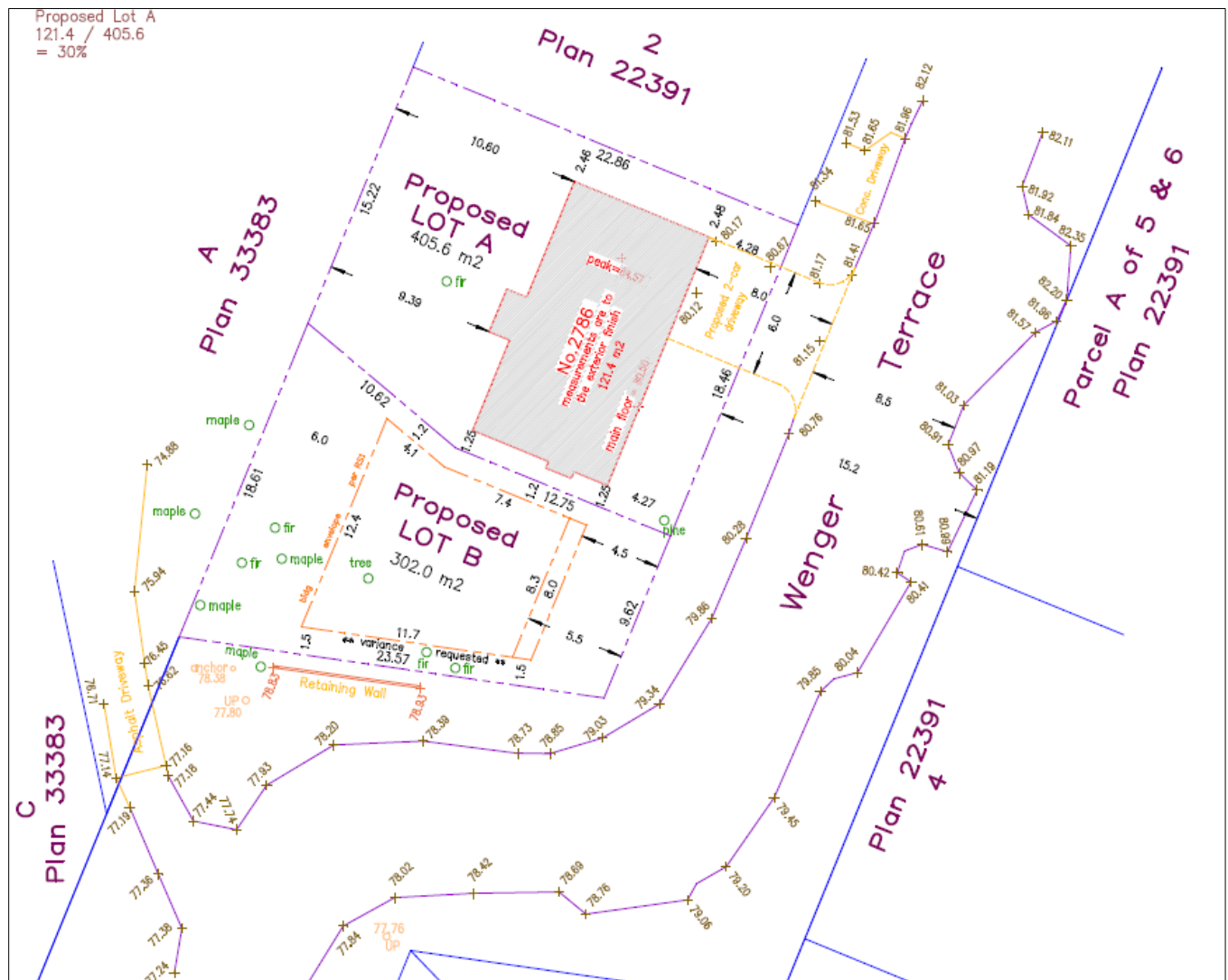
The RS3 zone requires that newly created lots are at least 850 m² however lots may be as small as 220 m² in area when the applicant agrees to contribute the amount specified by Table 1 of Schedule AD. Contribution amounts set out in Schedule AD are determined by Council's Affordable Housing and Amenity Contribution Policy (Policy No. POL-0011-PLAN) that requires contributions to these funds in exchange for increasing the density of a property through rezoning. Therefore lot sizes less than 850 m² are allowed within the RS3 zone if the applicant makes a contribution to these funds in accordance with Council's aforementioned policy.

The RS3 Zone guides the house size by requiring a building envelope of at least 74 m² with no dimension being less than 6 m, to encourage a uniform size of house away from long and narrow home designs. The applicant has not yet produced a design scheme for the new dwelling on the proposed new lot however a building outline has been submitted that complies to these regulations. Lot coverage restrictions for both properties have been acknowledged by the applicant as meeting the RS3 zone requirements, however the applicant has not provided calculations for Lot B that prove lot coverage. This must be demonstrated as part of a future building permit application for this lot.

In order to allow the owner of the existing home on the proposed Lot A some flexibility, the applicant would also like to amend the text within the RS3 Zone to include secondary suites on lots that are over 400 m², for the subject property. Council should note that this would have to be applied for through a building permit and that all required parking and regulations within Section 3.08 of the Zoning Bylaw would be reviewed at that time to ensure the property could accommodate a secondary suite.

The applicant has requested variances to the RS3 regulations in order to develop the properties as proposed. Council may wish to direct staff to proceed with the consideration of a development variance permit to address these variances as part of Council resolution to rezone the property to RS3.

A variance to the parking requirements contained within subsection 4.01.01 of the Zoning Bylaw is required as the parking stall servicing the existing dwelling does not comply with current regulations. As the applicant cannot accommodate the required parking stall length of 5.5 m on the property, given the depth of the parcel in relation to the existing house, Council may wish to authorise a variance to the parking stall length, and allow a reduction from 5.5 m to 4.28 m with the knowledge that the deficient length, 1.22 m, will be captured within the City Boulevard. As two stalls per dwelling are required as per the Bylaw regulations, the applicant is proposing a parking area that is 6 m wide and 8 m long to accommodate two vehicles.

Figure 4 showing existing conditions of Lot A with provisions made for a two car driveway

The applicant has requested an additional variance to the RS3 zone to accommodate the future dwelling on the new lot. A reduction to the required building setback from the exterior side setback is requested to accommodate the dwelling from the required 3.5 m to 1.5 m.

Table 3: Proposal Data

	Permitted by R2 (Current Zoning)	RS3 Zone	Proposed by Application to Rezone and Subdivide
<i>Lot Size</i>	1 ha when not serviced	220 m ² when listed in Table 1 of Schedule AD	Lot A: 405.6 m ² Lot B: 302 m ²
<i>Lot Coverage</i>	35%	50%	As per Zone
<i>Height</i>	9 m	8.5 m	As per Zone
<i>Front Yard Setback</i>	6 m	3 m 5.5 m to a garage or carport	Lot A: 4.28 m Lot B: 5.5 m
<i>Interior Side Yard Setback</i>	1.5 m	1.2 m	Lot A: 2.46 m/ 1.25 m Lot B: 1.2 m
<i>Exterior Side Yard Setback</i>	4.5 m 5.5 m when used for vehicle access to property	3 m	Lot A: NA Lot B: 1.5 m*
<i>Rear Yard Setback</i>	6 m	6 m	Lot A: 9.39 m Lot B: 6 m
<i>Parking Stall length (Table 4.01.02)</i>	5.5 m	5.5 m	Lot A: 4.28 m* Lot B: 5.5 m

*Variances Required

FINANCIAL CONTRIBUTIONS

Rezoning the subject property to permit a subdivision of the property may increase the assessed value of the property, and this may increase municipal revenue. As the applicant will connect the development to municipal sewers, the direct capital costs to the municipality associated with this development will be negligible. A summary of the amenity contributions required pursuant to Council's Amenity Contribution Policy and Development Cost Charges required pursuant to DCC Bylaw No. 26 are listed in Tables 4 and 5 below.

Table 4 – Amenity Contributions per Council Policy

As there is only one new lot to be created, the amenity funds contributed are as follows:

Amenity Item	Contributions for New Lot Created
<i>General Amenity Reserve Fund</i>	\$660
<i>Affordable Housing Reserve Fund</i>	\$3960
TOTAL POLICY CONTRIBUTIONS	\$4620

Table 5 – Development Cost Charges

Development Cost Charge	DCC Charges for new lot Created
<i>Roads</i>	\$6,056
<i>Park Improvement</i>	\$1890
<i>Park Acquisition</i>	\$1100
<i>Incremental Storage Improvement Fees</i>	\$371.25
<i>Integrated Survey Area</i>	\$35
Subtotal (DCCs paid to City of Langford)	\$9452.25
<i>CRD Water</i>	\$2655.34
<i>School Site Acquisition</i>	\$698
TOTAL (estimate) DCCs	\$12,895.59

OPTIONS**Option 1**

That the Planning, Zoning and Affordable Housing Committee recommend that Council:

1. Give First Reading to Bylaw No. 1808, a Bylaw to amend subsection 6.27.01(5) to include secondary suites on lots greater to or equal than 400 m², in accordance with section 3.08, for the subject property;
2. Give First Reading to Bylaw No. 1808, a Bylaw to amend the zoning designation of the property located at 2786 Wenger Terrace from the R2, One and Two Family Residential, Zone to the RS3, Residential Small Lot 3, Zone subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions for the creation of an additional lot:
 - i. \$660 towards the Affordable Housing Reserve Fund;
 - ii. \$3960 towards the General Amenity Reserve Fund;
 - b) That the applicant provides, **prior to Public Hearing**, the following:
 - i. A technical stormwater management assessment reviewed by the Director of Engineering;
3. That Council direct Staff to proceed with the consideration of the following variances subject to the applicant applying for the necessary Development Variance Permit:
 - a. A variance to subsection 6.27.06(1)(c) to reduce the exterior setback from the required 3.5 m to 1.5 m for proposed Lot B; and
 - b. A variance to the Table in subsection 4.01.02 to reduce the length of a driveway stall from the required 5.5 m to 4.28 m for proposed Lot A.

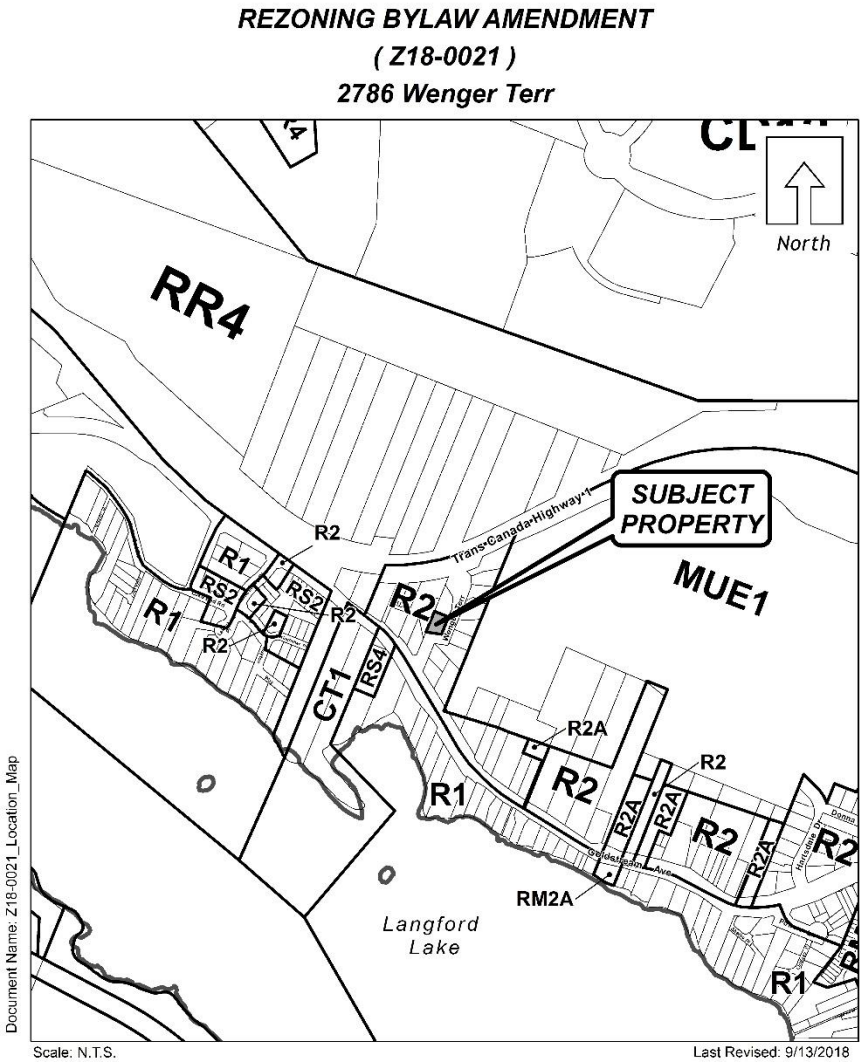
OR Option 2

4. Take no action at this time with respect to Bylaw No. 1808.

Submitted by:	Lauren Morhart, Planner 2
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Chris Aubrey, Fire Chief
Concurrence:	Lorne Fletcher, Manager of Community Safety and Municipal Enforcement
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

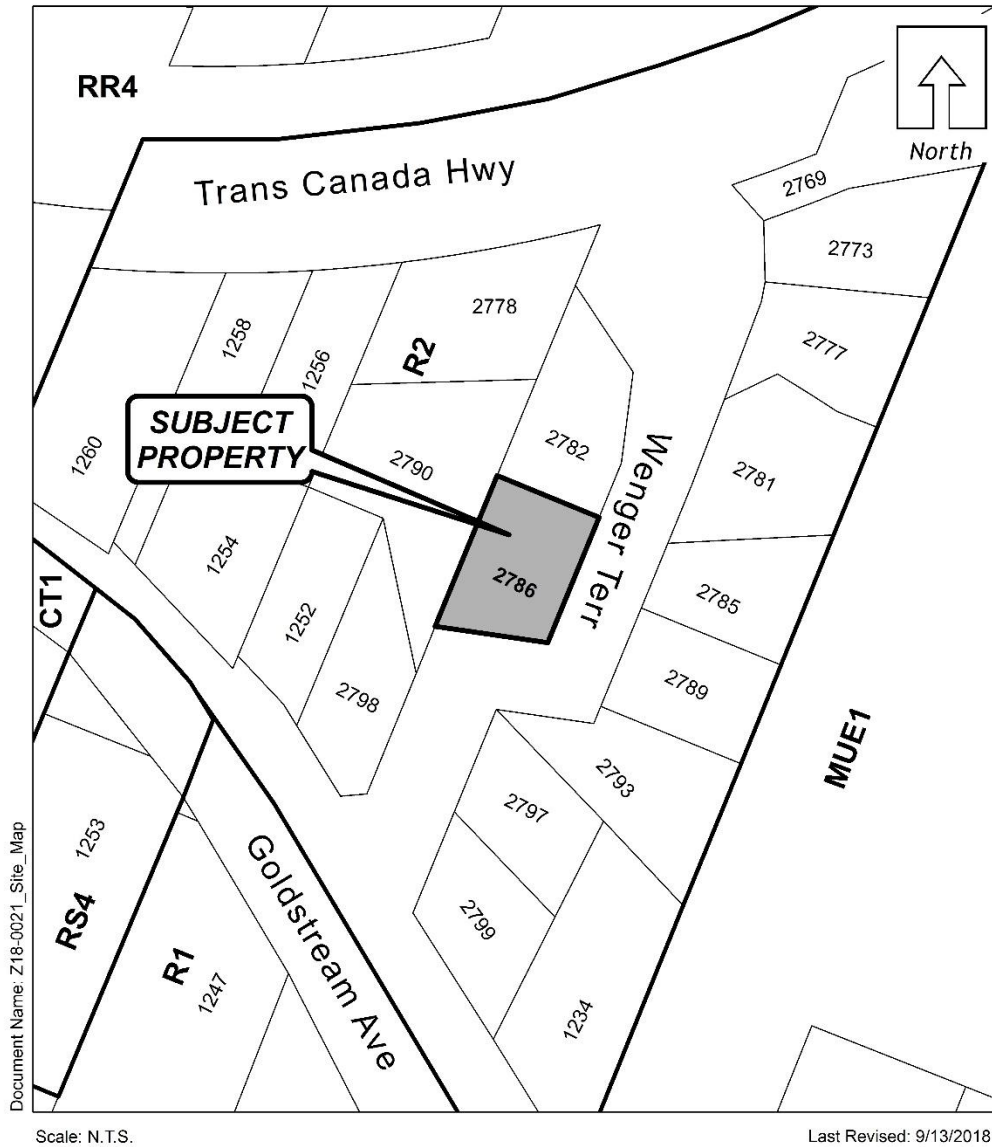
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Appendix A
Subject Property Location (Location Map)



Appendix B
Subject Property Location (Site Map)

REZONING BYLAW AMENDMENT
(Z18-0021)
2786 Wenger Terr



CITY OF LANGFORD
MINUTES OF THE REGULAR MEETING OF COUNCIL
Monday, December 3rd, 2018 @ 5:30 p.m.
Council Chambers, 3rd Floor, 877 Goldstream Avenue

PRESENT

Mayor Young, Councillors: M. Sahlstrom, L. Seaton, N. Stewart, L. Szpak, and R. Wade

ATTENDING

Chief Administrative Officer, D. Kiedyk, Director of Finance, M. Dillabaugh; Director of Engineering, M. Mahovlich; Director of Corporate Services, B. Hutchins and Director of Planning, M. Baldwin

ABSENT

Councillor D. Blackwell

1. CALL TO ORDER

The Mayor called the meeting to order at 5:32 pm.

2. APPROVAL OF THE AGENDA

MOVED BY: COUNCILLOR SAHLSTROM

SECONDED: COUNCILLOR SEATON

That Council approve the agenda as presented.

CARRIED.

3. PUBLIC HEARINGS

a) BYLAW NO. 1777

"Langford Zoning Bylaw, Amendment No. 534 (2670 Peatt Rd and 813 Arncote Ave), 2018".

The Mayor opened the Public Hearing for Bylaw No. 1777 at 5:33 pm, and read a statement to inform those present of the public hearing procedure.

Director of Planning Matthew Baldwin advised that Parsi Developments Ltd has applied on behalf of Xian Ventures Ltd to amend the zoning of 2670 Peatt Rd and 813 Arncote Ave from the R2 (One- and Two-Family Residential) Zone to the MU1A (Mixed Use Residential Commercial) Zone.

This is being proposed in order to allow for the development of approximately a 21 unit multi-family residential building. As part of this application, a public hearing is required in accordance with the regulations of the *Local Government Act*.

In support of these/this application, the applicant has agreed to provide the following:

- a) That the owner agrees to provide, as a bonus for increased density, the following contributions per dwelling unit, prior to the issuance of a Building Permit:
 - i. \$2,562 towards the General Amenity Reserve Fund;
 - ii. \$610 towards the Affordable Housing Reserve Fund;
 - b) That the applicant provides, prior to Public Hearing, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed on-site for the proposed development, to the satisfaction of the Director of Engineering;
 - ii. A traffic impact study from a qualified professional that this development will have on the surrounding road network, to the satisfaction of the Director of Engineering.
 - iii. Frontage drawings that indicate whether or not road dedication is needed.
 - c) That the applicant provides, prior to Bylaw Adoption, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That a stormwater management and maintenance plan be created, to the satisfaction of the Director of Engineering, and registered on title for the benefit of future owners;
 - ii. That full frontage improvements be completed as per the Subdivision and Development Servicing Bylaw No. 1000 standards, to the satisfaction of the Director of Engineering, prior to the issuance of a Building Permit;
 - iii. That all recommended improvements stemming from the completed traffic impact study be completed prior to issuance of a building permit.
 - iv. That appropriate corner cuts are provided to the satisfaction of the Manager of Land Development prior to the issuance of a building permit;
 - v. That no unit created may have more than two bedrooms; and
 - vi. That the onsite visitor parking be painted as 'Visitor' parking and that these spaces be designated as common property, not limited common property, on the strata plan.
1. Authorize the Director of Planning to issue the following variances within the Development Permit for 2670 Peatt Road and 813 Arncote Avenue:
- a) That Section 6.51A.07(1)(a) be varied to reduce the minimum front yard setback from 2.0m to 1.3m; and
 - b) That Section 6.41A.07(1)(b) be varied to reduce the minimum exterior side yard setback from 2.0m to 1.4m; and
 - c) That Section 6.51A.07(1)(c) be varied to reduce the minimum rear yard setback from 7.5m to 4.6m

This proposal is consistent with the Official Community Plan City Centre designation. Notifications and advertisements have been placed as required by the *Local Government Act*.

The Mayor called a first time for presentations.

None presented.

Mayor Young called a second time for presentations.

Resident on Sunderland Road – is concerned about the parking situation in the driveway, by the fire hydrant and stop sign as there is not enough room already.

Mayor Young called a third and final time for speakers. There being none, he declared the Public Hearing for Bylaw No. 1777 closed at 5:39 p.m.

b) BYLAW NO. 1809

"Langford Zoning Bylaw, Amendment No. 549, (MUE1 Amendments – 2750 Leigh Rd), 2018".

The Mayor opened the Public Hearing for Bylaw No. 1809 at 5:39 pm, and read a statement to inform those present of the public hearing procedure.

Director of Planning Matthew Baldwin advised that Les Bjola of Turner Lane Development Corporation has applied on behalf of 1096234 BC Ltd./Langford Ridge Limited Partnership to make various amendments to the MUE1 (Mixed Used Employment 1) Zone.

This is being proposed in order to include underground vehicle storage, underground mini-storage as permitted uses; replace hospital with health centre to allow for greater range of health services, etc. As part of this application, a public hearing is required in accordance with the regulations of the *Local Government Act*.

In support of these/this application, the applicant has agreed to provide the following:

- \$1,000,000 towards the City's General Amenity Reserve Fund; OR
- An alternate amenity with a demonstrable value equivalent to \$1,000,000; OR
- A transfer of 15% of the lands located within the Mixed-Use Employment 1 (MUE1) Zone to the City of Langford; OR
- Some equivalent combination of a(1) and /or a(ii) and/or a(iii).
- As previously mentioned, the applicant is required to complete frontage improvements and off-site improvements as per the recommendations in the Traffic Impact Study and Bylaw 1507. All improvements are to be at the developers' expense; therefore, the direct capital costs to the municipality will be negligible.

This proposal is consistent with the Official Community Plan Mixed Use Employment Centre designation. Notifications and advertisements have been placed as required by the *Local Government Act*.

Mayor Young called a first time for presentations.

Resident on Donna Avenue— Is concerned about traffic on Donna and Hartsdale Road and about vacant homes with homeless in the vicinity. Resident is also concerned about the speed of traffic trucks.

Resident on Sergio Place (provided a five (5) slide PowerPoint presentation) – Is concerned about pedestrian access around his house and being surrounded by development. The neighbourhood has been destroyed. He requests that we deny access of Sergio Place to pedestrians, make purchases of homes as per original assembly and that we stop site prep until loss of enjoyment is prevented.

Resident on Hartsdale Drive – Wanted confirmation that nothing will happen until proper access is put in off of Leigh Road.

Mayor Young called a second time for presentations.

Resident on Lake End Road – Addressed Council stating that residents have been patient with land clearing, development, traffic increases and difficulty to turn left onto Leigh Road from Goldstream Avenue. Sidewalks on Leigh Road are not finished, there are no crosswalks. People have to walk into traffic on Leigh Road. Resident is concerned with overdevelopment. Despite development, the concern balance is slipping. Notice of rezoning was placed in obscure location. Meeting time is difficult, there is no consultation and the pace of development is too fast.

Resident on Goldstream Avenue – Addressed Council concerned that there is no community involvement, no oversight by Council and promises are broken regarding logging trucks.

Resident on Wagener Terrace – Asked when sewer will come to their street.

Resident on Leigh Road – Is concerned about erosion of community, speed of vehicles, traffic and widening of Leigh Road to five (5) lanes.

Mayor Young called a third and final time for speakers. There being none, he declared the Public Hearing for Bylaw No. 1809 closed at 6:24 pm.

4. ADOPTION OF MINUTES

a) Minutes of the Regular Meeting of Council – November 19, 2018

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR SAHLSTROM

That Council approve the minutes of the Regular Meeting of Council held on November 19th, 2018.

CARRIED.

5. OTHER BOARD AND COMMISSION MINUTES

a) West Shore Parks and Recreation – October 11, 2018

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council receive the minutes of the West Shore Parks and Recreation Meeting held on October 11, 2018.

CARRIED.

6. DEVELOPMENT VARIANCE PERMIT

a) DVP18-0012 – 938 Whisperwind Pl

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Development Variance Permit No. DVP18-0012 be issued by the Council for the City of Langford to Ronald Wayne Stubbington on behalf of Landmark Sign Ltd. to vary from a front and rear lot line setback of 6 m to a front lot line setback of 3.5 m and a rear lot line setback of 1.5 m at 938 Whisperwind Pl subject to the following terms and conditions:

1. Appendix

The site shall be developed in accordance with the site plan attached to the Planning, Zoning and Affordable Housing report dated 6 November 2018 as (Appendix A).

2. Variances

The following regulations of Zoning Bylaw No. 300 are varied under Section 498 of the *Local Government Act*:

- a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied from a front and rear lot line setback of 6 m to a front lot line setback of 3.5 m and a rear lot line setback of 1.5 m;
Subject to the following terms and conditions:
 - i) That a 6 m setback be maintained on the interior side lot lines instead of the required 1.5 m.

CARRIED.

b) DVP18-0014 – 620 Rockingham Rd

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Development Variance Permit No. DVP18-0014 be issued by the Council for the City of Langford to Robert Gordon Angus to reduce the required rear yard setback of 6 m to 3.2 m, a variance request of 2.8 m for the property located at 620 Rockingham Road subject to the following terms and conditions:

1. Variances

The following regulations of Zoning Bylaw No. 300 are varied under Section 498 of the *Local Government Act*:

- a) That Section 6.21.06(1)(a) of Zoning Bylaw No. 300 be varied to reduce the rear setback from the required 6 m (20ft) to 3.2 m (10.49ft);

2. Conditions

The following requirements are imposed under Section 498 of the *Local Government Act*:

- i. That the site is developed in accordance with the plan attached to this report as Appendix A;
- ii. That the north side of the existing building conforms to the spatial separation requirements under the current issue of the B.C. Building Code prior to subdivision approval.

CARRIED.

7. PUBLIC PARTICIPATION

None.

8. COMMITTEE RESOLUTIONS

- a) **Planning, Zoning and Affordable Housing Committee – November 26th, 2018**
 - 1. **Application to Rezone 3238 Lodmell Road from One- and Two-Family Residential (R2) to Residential Small Lot 3 (RS3) to Allow a Four Lot Strata Development**

MOVED BY: COUNCILLOR WADE

SECONDED: COUNCILLOR SZPAK

That Council:

- 1. Direct staff to prepare a bylaw to amend the zoning designation of the property located at 3238 Lodmell Road from R2 (One- and Two-Family Residential) to RS3 (Residential Small Lot 3) subject to the following terms and conditions:
 - a) That the applicant agrees to provide, **as a bonus for increased density**, the following contributions per one-family lot created, prior to subdivision approval:
 - i. \$3,960 towards the General Amenity Reserve Fund; and
 - ii. \$660 towards the Affordable Housing Reserve Fund.
 - b) That the applicant provides, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - c) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:

- i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering;
 - ii. That a storm water management plan be provided and implemented, to the satisfaction of the Director of Engineering;
 - iii. That the applicant install a solid 1.2m solid high fence along the north and south property lines with an additional 0.3m of lattice on top;
 - iv. That a minimum of two parking spaces be provided along the front of the subject property;
 - v. That the applicant install two signs along the strata road that state, 'No Parking – Fire Lane';
 - vi. That the applicant provide 5% cash in lieu of park of the post rezoning value of the land;
 - vii. That the applicant provide a construction management plan to the satisfaction of the Director of Engineering.
- d) Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit for 3238 Lodmell Road:
- i. That Section 6.27.06(1)(a) be varied to reduce the minimum front yard setback to an attached garage to 3.0m (10 ft);
 - ii. That Section 6.27.06(1)(b) be varied to reduce the minimum rear yard setback to 4.5m (15 ft);

Reduce the number of off-street parking from the required 2 spaces to 0 in exchange for a minimum of 2 spaces provided along the frontage of this site.

CARRIED.

2. Bylaw No. 1794 - A Bylaw to amend the current text within the Zoning Bylaw and to revisit the proposed home designs and the amount of amenity contributions associated with a 24 lot subdivision on the property located at 935 Walfred Road

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

- a) Authorize staff to discharge the existing Section 219 registered with the subject property.
- b) Give First Reading of Bylaw No. 1794 to amend the text within the RS3 zoning designation for Amenity Fund contributions for the property located at 935 Walfred Road to the following:

That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit prior to subdivision approval:

- i. \$3960 per unit towards the General Amenity Reserve Fund;
 - ii. \$660 per unit towards the Affordable Housing Reserve Fund;
And Either
 - iii. \$56,056 towards the General Amenity Reserve fund;
- c) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
- i. That the applicant complete full frontage improvements, including but not limited to: off street parking, sidewalks, light standards and boulevard planting, bike lanes, in accordance with Bylaw No. 1000 standards and to the satisfaction of the Director of Engineering, prior to subdivision approval;
 - ii. That the applicant construct, or provide a bond for, a 1.8 metre high solid board fence along the rear of lots that abut the 7 m wide dedicated open space adjacent to Walfred Road, prior to subdivision approval;
 - iii. That the applicant provide a construction parking management plan, to the satisfaction of the Director of Engineering, prior to issuance of a building permit;
 - iv. That no driveway or other vehicle access will be created between the subject property and Walfred Road;
 - v. That the applicant dedicate a 2.5 m wide area of land to accommodate frontage requirements, and off street parking along Walfred Road, as well as an additional 7 m wide dedicated area of land to the City between Walfred Road and the subject property, prior to subdivision approval;
 - vi. That the applicant provide a stormwater management plan, to the satisfaction of the Director of Engineering and in accordance with Bylaw No. 1000, prior to subdivision approval;
 - vii. That the applicant agrees to implement the approved storm water management plan and to complete any required improvements and/or upgrades to on site and off site infrastructure necessary to facilitate proper drainage on the subject property at the applicant's expense;
 - viii. That any necessary above or underground infrastructure or servicing upgrades, extensions or other required servicing requirements are to be fulfilled at the applicant's expense; and
 - ix. That the applicant agrees to implement the recommendations, to the satisfaction of the Director of Planning, contained within the tree retention plan submitted by Talbot Mackenzie and Associates, and dated on February 2nd, 2010, prior to building permit issuance.
- d) That Council authorize the Director of Planning to vary the following variances within a Development Permit:
- i. That Section 3.18.01 be varied to increase the projection limits for a deck from 1 m to 3 m.

CARRIED.

3. Application to Rezone a Portion of 2439 Selwyn Road from One- and Two-Family Residential (R2) to Residential Small Lot 3 (RS3) in order to Allow for the Future Development of a Single Small Lot

MOVED BY: COUNCILLOR WADE

SECONDED: COUNCILLOR SZPAK

That Council:

1. Direct staff to prepare a bylaw to amend the zoning designation of a portion of the property located at 2439 Selwyn Road from R2 (One- and Two-Family Residential) to RS3 (Residential Small Lot 3) subject to the following terms and conditions:
 - a) That the applicant agrees to provide, **as a bonus for increased density**, the following contributions per one-family lot created, prior to subdivision approval:
 - i. \$3,960 towards the General Amenity Reserve Fund; and
 - ii. \$660 towards the Affordable Housing Reserve Fund.
 - b) That the applicant provides, **prior to Public Hearing**, the following:
 - ii. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.
 - c) That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:
 - i. That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering;
 - ii. That a storm water management plan be provided and implemented, to the satisfaction of the Director of Engineering;
 - iii. That a portion of the land along the rear portion of the property be dedicated as park land, to the satisfaction of the Manager of Parks;
 - iv. That the applicant install a 1.8m (6.0 ft) high wood fence along the property line between the two lots, prior to subdivision approval;
 - v. That the applicant provide a construction management plan to the satisfaction of the Director of Engineering.
2. Direct staff to proceed with consideration of the following variances for the existing dwelling on the proposed panhandle lot at 2439 Selwyn Road, subject to the applicant applying for the necessary DVP:

That Section 6.21.06(1)(a) be varied to reduce the minimum front yard setback from 6.0m (20 ft) to 2.0m (6.5 ft).

CARRIED.

4. Application for Development Variance Permit to allow two temporary development signs located at the intersection of Constellation Avenue and West Shore Parkway

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council:

1. Direct staff to proceed with consideration of the following variances for the two signs located at the corners of Constellation and West Shore Parkway:
 - a) That Section 7. e) iii. of Sign Bylaw No. 1250 be varied to increase the area of a temporary development sign from 18m² to 92m².

Subject to the following terms and conditions:

- i. That the site is developed in accordance with the plan attached to this report as Appendix A & B.

CARRIED.

b) Protective Services Committee – November 27th, 2018
1. West Shore RCMP 2017 Annual Year End Report

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SEATON

That Council receive the West Shore RCMP Annual Year End Report.

CARRIED.

2. West Shore RCMP Quarterly Report

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SEATON

That Council receive the West Shore RCMP Quarterly Report.

CARRIED.

3. Wounded Warrior Canada Partnership Agreement

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SEATON

That Council endorse Langford Fire Rescue to establish a memorandum of understanding with Wounded Warrior Canada.

CARRIED.

4. Community Resiliency Investment Program Grant

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

That Council resolve to support the application for a 2019 Community Resiliency Investment Program grant.

CARRIED.

5. Amendments to Traffic, Parks and MTI Authorization Bylaws to address Cannabis and Camping

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

That Council:

1. Give first three readings to Bylaw 1822, "Langford Municipal Park Regulation Bylaw Amendment No. 10, Bylaw 177, 1996" for adoption, and/or;
2. Give first three readings to Bylaw 1823, "Traffic Bylaw No. 33, 1995, Amendment No. 22, 2013" for adoption, and/or;
3. Give first three readings to Bylaw 1824, "District of Langford Ticket Information Authorization Bylaw Amendment No. 16, Bylaw 34, 2018."

CARRIED.

9. REPORTS

a) 2019 Council and Committee Meeting Schedule - Staff Report (Administration)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

That Council adopt the 2019 Council and Committee meeting schedule and advertise as required by the *Community Charter*.

CARRIED.

10. CORRESPONDENCE

a) Kristen Morley, General Manager - Capital Regional District RE: CRD Representatives to the CRHC Board Resolution

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR WADE

That Council ratify and confirm the appointment of its current CRD representatives to the CRHC Board.

CARRIED.

11. BYLAWS

- a) BYLAW NO. 1777**
"Langford Zoning Bylaw, Amendment No. 534 (2670 Peatt Rd and 813 Arncote Ave), 2018".
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SZPAK

That Council give Bylaw No. 1777 Second and Third Readings.

CARRIED.

- b) BYLAW NO. 1790**
"Road Closure Bylaw No. 1790 (Springhill Road), 2018".
(ADOPTION)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SEATON

That Council adopt Bylaw No. 1790.

CARRIED.

- c) BYLAW NO. 1794**
"Langford Zoning Bylaw, Amendment No. 541, (935 Walfred Rd), 2018".
(FIRST READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw No. 1794 First Reading.

CARRIED.

- d) BYLAW NO. 1804**
"Langford Zoning Bylaw, Amendment No. 545, (3030 Merchant Way), 2018".
(ADOPTION)

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR STEWART

That Council adopt Bylaw No. 1804.

CARRIED.

- e) BYLAW NO. 1809**
"Langford Zoning Bylaw, Amendment No. 549, (MUE1 Amendments – 2750 Leigh Rd), 2018".
(SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR SAHLSTROM
SECONDED: COUNCILLOR SEATON

That Council give Bylaw No. 1809 Second and Third Readings.

CARRIED.

- f) BYLAW NO. 1810**
"Langford Zoning Bylaw, Amendment No. 550, (887 Klahanie Dr), 2018".
(FIRST READING)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1810 First Reading.

CARRIED.

- g) BYLAW NO. 1818**
"City of Langford Housing Agreement (#202 – 3309 Piper Rd) Bylaw No. 1818, 2018".
(ADOPTION)

MOVED BY: COUNCILLOR SEATON
SECONDED: COUNCILLOR STEWART

That Council adopt Bylaw No. 1818.

CARRIED.

- h) BYLAW NO. 1822**
"Langford Municipal Park Regulation Bylaw Amendment No. 10, Bylaw 177, 1996".
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SAHLSTROM

That Council give Bylaw No. 1822 First, Second and Third Readings.

CARRIED.

- i) **BYLAW NO. 1823**
"Traffic Bylaw No. 33, 1995, Amendment No. 22, 2013".
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR WADE
SECONDED: COUNCILLOR STEWART

That Council give Bylaw No. 1823 First, Second and Third Readings.

CARRIED.

- j) **BYLAW NO. 1824**
"District of Langford Ticket Information Authorization Bylaw Amendment No. 16,
Bylaw 34, 2018".
(FIRST, SECOND AND THIRD READINGS)

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR SEATON

That Council give Bylaw No. 1824 First, Second and Third Readings.

CARRIED.

12. IN CAMERA RESOLUTION

MOVED BY: COUNCILLOR SZPAK
SECONDED: COUNCILLOR WADE

- a) That it is the opinion of Council that the public interest requires that persons other than members of Council and Officers be excluded from the meeting to consider confidential information regarding land matters under Section 90 (1) (e) of the Community Charter.
- b) That Council continue the meeting in closed session.

CARRIED.

13. ADJOURNMENT

Mayor Young adjourned the meeting at 7:18 pm.

PRESIDING COUNCIL MEMBER:

CERTIFIED CORRECT
Corporate Officer

**CITY OF LANGFORD
DEVELOPMENT VARIANCE PERMIT**

DVP18-0018 – Constellation Ave & West Shore Pkwy

That Development Variance Permit No. DVP18-0018 be issued by the Council for the City of Langford to Rob Muller on behalf of Westhills Land Corp. to increase the area of a temporary development sign from 18m² to 92m² at Constellation Ave and West Shore Pkwy subject to the following terms and conditions:

1. Appendix

The site shall be developed in accordance with the site plan attached as Appendix A to the Planning, Zoning and Affordable Housing report dated 26 November 2018.

2. Variances

The following regulations of Sign Bylaw No. 1250 are varied under Section 526 of the *Local Government Act*:

- a) That Section 7.e) iii. be varied by increasing the allowable total sign area from the maximum of 18m² (192 ft²) to 92 m² (990 ft²).



City of Langford

www.cityoflangford.ca

Notice of Intention to Consider Issuance of a Development Variance Permit

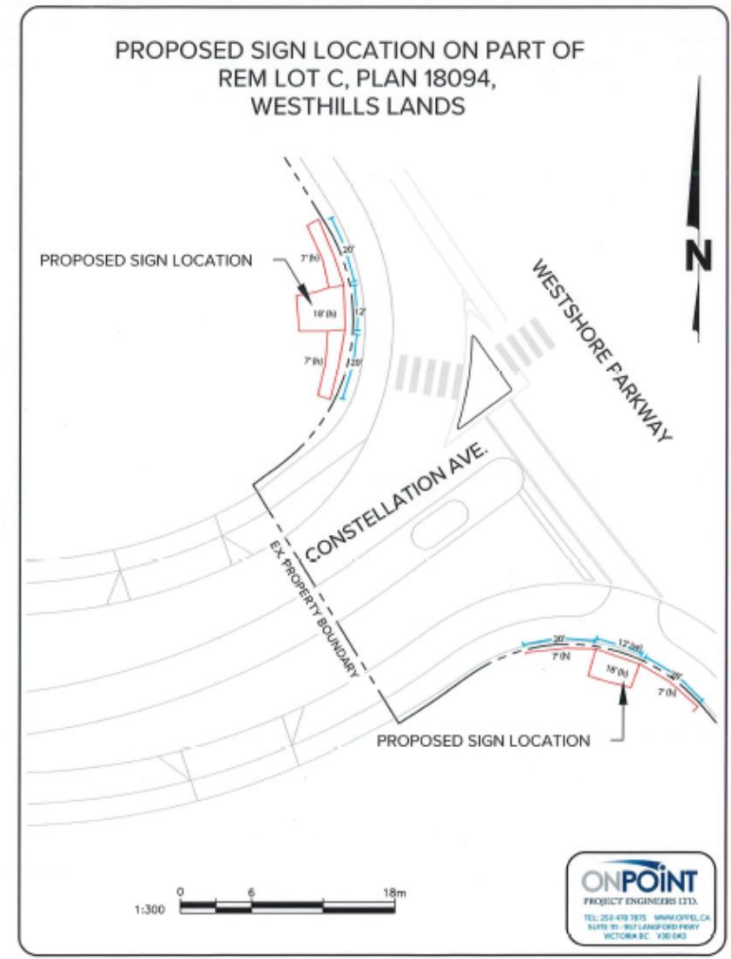
Council for the City of Langford hereby gives Notice of Intention to consider issuance of a Development Variance Permit at its Regular Meeting scheduled for 5:30 pm, Monday, 17 December 2018, in the City Hall Council Chamber on the Third Floor of 877 Goldstream Avenue.

File	Development Variance Permit No. DVP18-0018
Applicant	Rob Muller, Westhills Land Corp.
Location	Constellation Ave and West Shore Pkwy
Proposal	1. That Section 7.e) iii. be varied by reducing the allowable total sign area from the maximum of 18m ² (192 ft ²) to 92 m ² (990 ft ²).
Purpose	To increase the area of a temporary development sign from 18m ² to 92m ² .

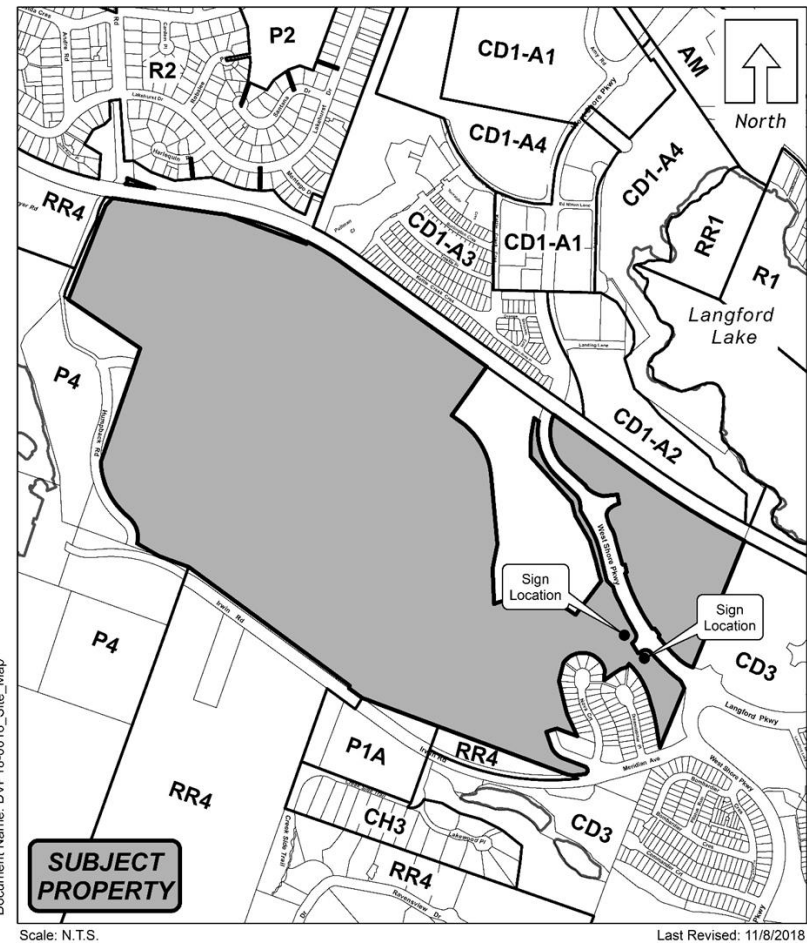
The purpose of this Notice is to acquaint the property owners and residents in the area with the specifics of the proposed variance. We request that any written submissions be submitted by Wednesday, 12 December 2018. The submissions will then be distributed for Council's consideration. You may also speak at the Council Meeting of 17 December 2018 during the Public Participation Section at the beginning of the meeting.

Relevant background information and a draft of the permit are available in the Planning Department for perusal Monday through Friday, except Statutory Holidays, during office hours (8:30 am to 4:30 pm). Please contact Kory Elliott with any questions on this Development Variance Permit.

Braden Hutchins
Director of Corporate Services



**DEVELOPMENT VARIANCE PERMIT
(DVP18-0018)
REM LOT C, PLAN 18094**



Document Name: DVP18-0018_Site_Map

CITY OF LANGFORD

RESOLUTIONS OF THE TRANSPORTATION AND PUBLIC WORKS COMMITTEE MEETING

Tuesday, December 11th, 2018

1. 2019 Engineering Department Capital and Operations Budget (Engineering)

That the Transportation and Public Works Committee recommend to Council:

That the Engineering Department Capital and Maintenance & Operations budgets and the five year financial plans as attached be set at the figures shown for 2019 in the attached Appendix A and refer them to the Director of Finance.

CARRIED.

Appendix A: Engineering 5 Year Capital and Operating Budget

		2019	2020	2021	2022	2023
Capital						
Equipment:	Vehicle Replacement - Bucket Truck for 2019 (Equipment Replacement Fund)	75,000	35,000		35,000	
Equipment:	Computerized Message Board with Speed Reading (General Revenue)	25,000				
Roads:	Green City Strategies - multi-use lanes	1,400,000	300,000	300,000	300,000	300,000
Roads:	Peatt Rd. @ Brock Ave. Roundabout - Construction (DCC Project, needs a new GL#)		850,000			
Roads:	Peatt Rd @ Hockley Roundabout - Construction (SR65) DCC Project by Developer	813,500				
Roads:	Peatt Rd @ Hockley Roundabout - Internal Feature Item - DCC Project by Developer	100,000				
Roads:	Salem Road Extension (SR 66 - Roadworks only, does not include sewer) DCC Project			4,681,755		
Roads:	McCallum at Reddington Road Improvements (DCC Project, needs a new GL#)		500,000			
Roads:	West Shore Parkway Grant - Staff Wages	15,000				
Roads:	West Shore Parkway Sewer Lift Station (SR64) (West Shore Pkwy Grant/WSES Contribution)	1,600,000				
Roads:	Neighbourhood Improvements	200,000	200,000	200,000	200,000	200,000
Roads:	McCallum Road Connector - SR46 payback to Developer Funding	300,214				
Roads:	Florence Lake Rd Improvements - McCallum to Setchfield (DCC Project needs a GL#)		740,000			
Roads:	Langford Parkway Improvements Jacklin to CCP (General Amenity, needs new GL#)	140,000				
Roads:	Bear Mtn Pkwy DCC Project (needs a new GL #)	390,578				
Roads:	New Signal Florence Lake at McCallum (\$52K ICBC/\$125K DCC/\$125K developer)	300,000				
Roads:	McCallum Improvements at Costo Entry (Road DCC City Contribution)	127,000				
Buildings:	Quonset Hut - Luxton Road Property	150,000				
Storm Drain	Irwin Dam Improvement Project (SD35)	800,000				
Roads:	Salem Road Sewer Extension NEEDS A NEW GL # (Grant/WSES)	7,313,700				
Street Lights &	Traffic Signal Upgrades (5 year program, started in 2018)	150,000	150,000	150,000	150,000	
S/walk & Blvd:	Sidewalk Infill	250,000	250,000	250,000	250,000	250,000
Storm Drain	Walfred Rd. Culvert Replacements	200,000				
Street Lights &	Traffic Signal Upgrades	50,000	55,000	60,000	65,000	70,000
		16,540,500	3,080,000	5,641,755	1,000,000	820,000



City of Langford

Engineering Capital and Operations Budget 2019-2023

Expenses:

	History					New Estimates				
	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget
Engineering	855,490	776,437	871,353	606,994	1,111,197	1,165,544	1,187,500	1,218,900	1,246,600	1,272,100
Roads and Streets	2,394,613	2,374,406	3,076,605	1,665,986	2,823,883	3,074,195	3,158,600	3,225,500	3,293,300	3,362,100
Beautification	88,002	43,823	48,762	45,719	65,000	70,000	71,400	73,000	74,600	76,200
Storm Drainage	121,093	114,613	821,781	280,234	563,500	700,000	702,000	719,600	737,400	755,400
Street Lighting	388,449	355,632	563,593	265,196	465,000	485,000	492,800	481,100	429,500	438,000
Traffic Services	204,171	277,064	320,375	137,463	234,200	238,100	242,400	247,000	251,600	256,200
Transportation Services	135,588	172,502	94,397							
Capital	7,115,920	16,215,254	22,996,615		16,540,500	14,199,992	3,080,000	5,641,755	1,000,000	820,000
	11,303,326	20,329,731	28,793,481	3,001,592	21,803,280	19,932,831	8,934,700	11,606,855	7,033,000	6,980,000



Staff Report to Council

Date: December 17, 2018
Department: Fire Rescue
Subject: Community Emergency Preparedness Fund Application – Evacuation Route Planning

Background

The Community Emergency Preparedness Fund (CEPF) is a suite of funding programs intended to enhance the resiliency of local governments and their residents in responding to emergencies. Funding is provided by the Province of BC and is administered by Union of BC Municipalities (UBCM). The funding stream being applied for is “Evacuation Route Planning.”

The grant application requests funding for a consultant(s) to assist the Langford Emergency Program in the planning and research necessary to engage in a comprehensive evacuation route planning process with local and regional stakeholders. While the City has an evacuation plan, it requires updating. A portion of the funding will be allocated to research and consultation with the aim of developing an evacuation route framework for the entire region to recognize that evacuation planning cannot take place without collaborating with our local authority partners.

Other local governments in the Capital Region that are applying for the grant have also agreed to allocate a portion of successful funding to a regional evacuation route planning initiative. Regional partners will be invited to provide input, participate, and observe as necessary with learnings, plans, and tools shared with stakeholders, including Capital Region local authorities and the Province.

The CEPF is an excellent opportunity to take advantage of funding that can be used to enhance the resiliency of the City of Langford and ensure the safety of our residents through evacuation route planning and collaboration with regional partners.

Staff from relevant departments will be consulted during the planning process to ensure holistic organizational involvement. Public education materials that are developed through the planning process will be distributed and shared with residents.

A Council resolution of support is a requirement of the funding application.

Financial Implications

There are no direct financial implications as 100% of the cost of eligible activities is contributed by the fund.

Recommendations

That Council:

- a) Support, by way of resolution, a \$25,000 application for the Community Emergency Preparedness Fund – Evacuation Planning Stream, and authorize the Mayor and Corporate Officer to execute any agreements related to a successful grant application; or
- b) Not provide a resolution in support of the Community Emergency Preparedness Fund application.

Respectfully submitted,

Submitted by:	Chris Aubrey, Fire Chief
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer



Staff Report to Council

Date: December 17, 2018

Department: Planning

Application No.: DVP18-0019

Subject: Application for Development Variance Permit to allow for a subdivision without building or bonding for the municipal roads until a later date at 790 McCallum

PURPOSE

Keycorp Planning Ltd. has applied on behalf of Seacliff Properties for a Development Variance Permit to allow for the future subdivision of the lands without building or bonding for the newly dedicated municipal roads at 790 McCallum Road until a later date.

BACKGROUND

PREVIOUS APPLICATIONS

In 2018 under application OCP17-0005 the subject property had its designation changed from 'Neighbourhood' to 'Mixed-Use Employment Centre'. This OCP designation change was adopted by Council on February 19th, 2018.

In 2018 under application Z17-0037 the subject property was rezoned from 'Cluster Housing Residential (CH1)' to 'Mixed-Use Employment 2 (MUE2)'. This rezoning was adopted by Council on February 19th, 2018.

Table 1: Site Data

<i>Applicant</i>	Niall Paltiel, Keycorp Planning Ltd.
<i>Owner</i>	1054105 BC Ltd. (Seacliff Properties)
<i>Civic Address</i>	790 McCallum Road
<i>Legal Description</i>	Lot A, Sections 112 and 112A, Esquimalt District, Plan VIP67382
<i>Size of Property</i>	19.8 ha (49 acres)
<i>DP Areas</i>	Habitat and Biodiversity, Riparian Areas
<i>Zoning Designation</i>	Mixed-Use Employment 2 (MUE2)
<i>OCP Designation</i>	Mixed-Use Employment Centre

SITE AND SURROUNDING AREA

The subject property is vacant and primarily consists of trees and rock outcrops throughout. To the west are single-family residential homes. To the south is Costco, and to the east is Home Depot.

Table 2: Surrounding Land Uses

	Zoning	Use
<i>North</i>	R2 (One- and Two-Family Residential)	Single Family Residential
<i>East</i>	C6B (Neighbourhood Mixed Use) BP1 (Business Park 1)	Vacant Land Commercial Retail
<i>South</i>	W1 (Special Wholesale) W2 (Large Format Business) CT3 (Tourist Commercial - Hotel) R2 (One- and Two-Family Residential)	Commercial Retail Commercial Retail Hotel Single Family Residential
<i>West</i>	R2 (One- and Two-Family Residential)	Single Family Residential

Figure 1 – Subject Property

COMMENTS

DEVELOPMENT VARIANCE PROPOSAL

The applicant is requesting to defer the requirement of Section 1.12.2.1 of Bylaw 1000, which requires road works to have been completed or that a Works and Services Agreement be entered into at the time of subdivision. The applicant wishes to subdivide the lands into approximately seven(7) parcels, as illustrated in Appendix A (Proposed Subdivision), and dedicate the municipal roads, but not build or enter into a Works and Servicing Agreement at the time of subdivision. The proposal is to secure this requirement within a restrictive covenant that would defer the required works to be completed prior to issuance of a building permit.

Table 3: Proposal Data

	Current Requirement	Proposed by DVP Application
<i>Dedicated Roads at the time of Subdivision</i>	Complete the works or bond for outstanding works.	Register a covenant that requires the works to be completed prior to a building permit or issuance of occupancy.

OPTIONS

Option 1

That Council:

1. Direct staff to proceed with consideration of the following variance for 790 McCallum Road:
 - a) That Section 1.12.2.1 of Subdivision and Development Servicing Bylaw No. 1000 be varied from requiring Construction Acceptance be issued or a Works and Services Agreement be entered into prior to final approval of subdivision,

Subject to the following terms and conditions:

- i) That a section 219 covenant be registered on the lands prior to subdivision, requiring that:
 - i. The scope of required road construction and servicing works be completed to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit; and
 - ii. That, prior to issuance of a Building Permit, the required works either achieve Construction Acceptance or are secured in a Works and Services Agreement with Construction Acceptance issuance prior to Occupancy Permit.

OR Option 2

2. Reject this application for development variance permit.

Respectfully Submitted:

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP, Director of Planning
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:rd

Appendix A

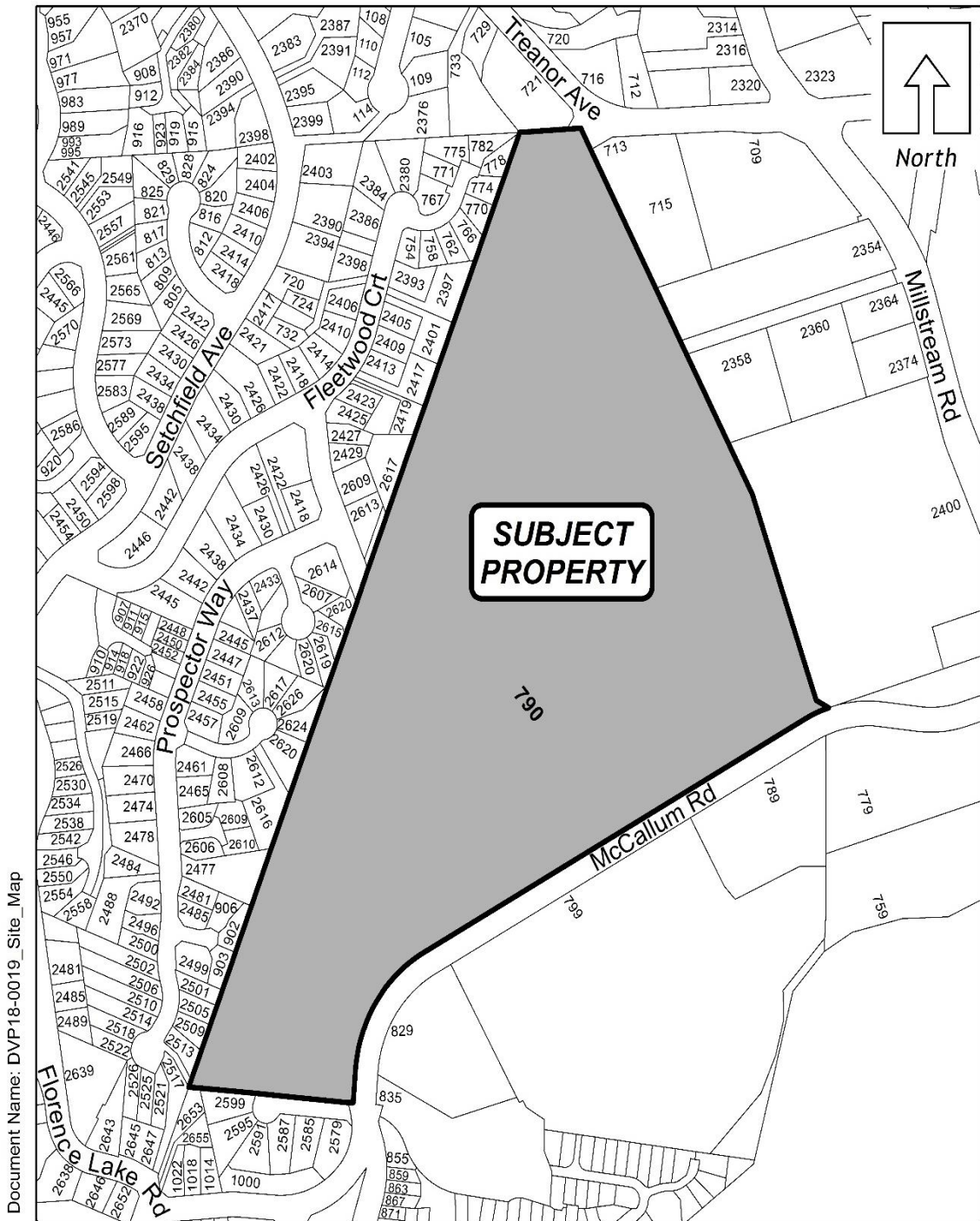
PROPOSED SUBDIVISION



Appendix B

SUBJECT PROPERTY MAP

DEVELOPMENT VARIANCE PERMIT
(DVP18-0019)
790 McCallum Rd



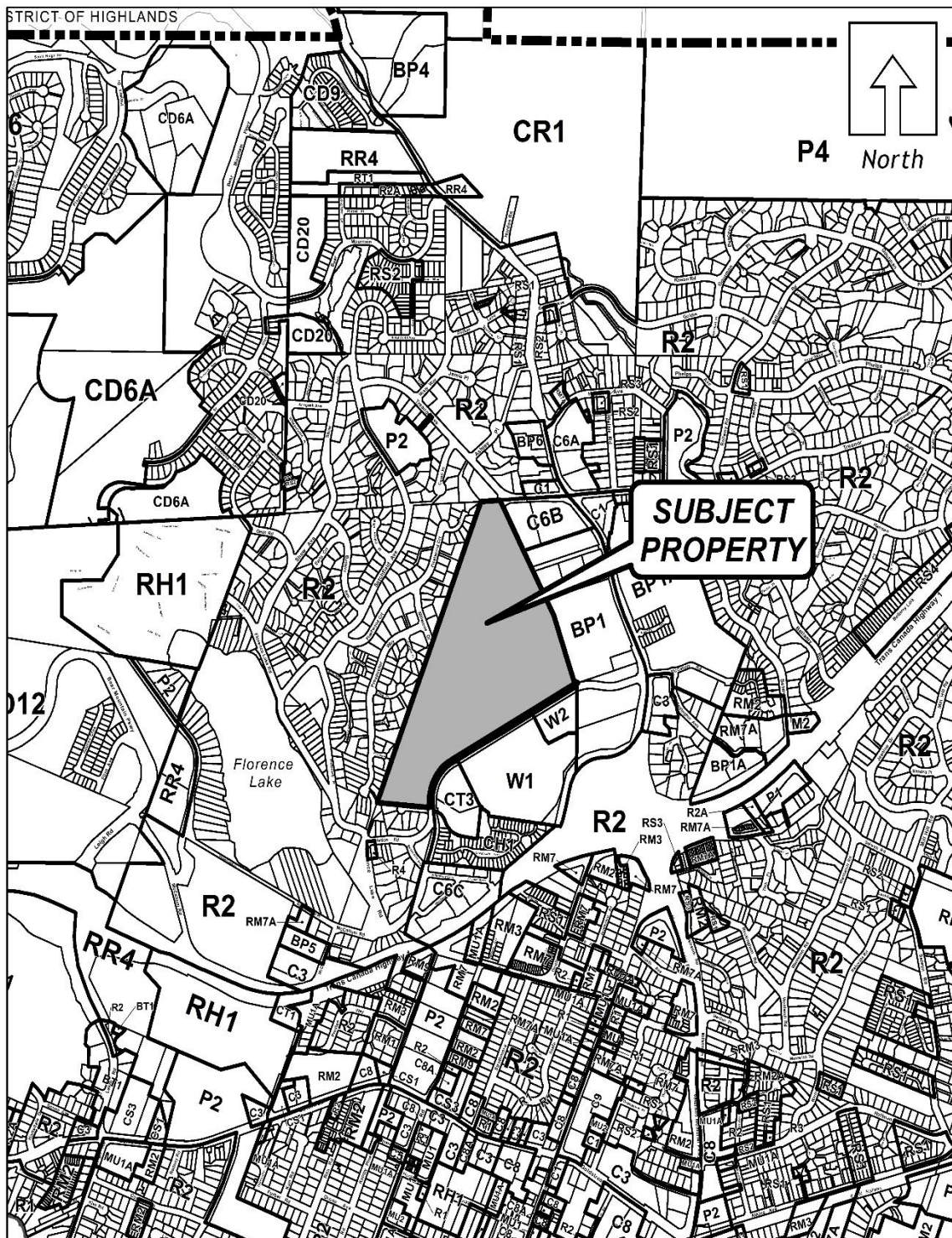
Document Name: DVP18-0019_Site_Map

Scale: N.T.S.

Last Revised: 11/16/2018

Appendix C

LOCATION MAP

DEVELOPMENT VARIANCE PERMIT**(DVP18-0019)****790 McCallum Rd**

Scale: N.T.S.

Last Revised: 11/16/2018



City of Langford

www.cityoflangford.ca

Staff Report to Council

Date: December 17, 2018
Department: Parks & Recreation
Subject: CCP Facilities Operations and Management Agreements

Background

The City has had operating and management agreements with Performance Plus Hockey Inc. since the establishment of Eagle Ridge Dry Floor Arena in 2008. Since 2008, the City has added facilities including Sportsplex Arena, Playzone, Mini Golf, Ice Rink and Splash Park, Stadium, Artificial Turf Fields 1 and 2.

As these facilities were opened the City entered into maintenance and management agreements with PPH Inc. These contracts include original language, some of which is outdated and some of which is contradictory given changes that have occurred within the facilities over the past decade.

In the past, these contract have been renewed with minor changes. In June of 2018, the City notified PPH Inc. in writing that the contracts would not be automatically renewed and that with the arrival of Pacific FC Soccer, we would work with PPH Inc. to review, revise and update the contracts to reflect the current operations.

As Council is aware the existing Operating and Management Agreements were extended until December 31, 2019 at the request of PPH Inc. while we went through the review process.

Commentary

Since June 2018, staff have worked with PPH Inc. to revise and update the contract language. We had several goals in mind at the outset of this process including: ensuring consistency in language in the contracts, simplifying the language, reviewing and updating the division of revenue and expenses and creating one overall contract with individual Schedules with distinct language for each facility. This process allowed both groups to revisit the rationale for some of the language, provide clear definitions and reduce the ambiguity in some of the language which previously led to misunderstandings and misinterpretation of intent as staff overseeing the operations or administering the contracts changed.

The Stadium Operating and Maintenance Agreement continues to be reviewed and edited in light of the addition of Pacific FC as the main tenant with a Stadium Use Agreement. This Agreement will be brought before Council for review before May 2019.

Financial Implications

There are no financial implications with any changes made to the contract language. The division of revenues and expenses is very clearly described to avoid future misinterpretation.

Legal Implications

Subject to a final review by the City's lawyers, the contract clearly articulate both parties' obligations.

Options

That Council;

1. Approves the City Centre Park Operation and Management Agreement, subject to minor amendments that may be negotiated by the Chief Administrative Officer and subject to a final review by the City's lawyers, and authorizes the Mayor and Chief Administrative Officer to execute the City Centre Park Operation and Management Agreement, once complete

OR

2. Make recommendations for additions or deletions to the City Centre Park Operation and Management Agreement language;

OR

3. Do not approve the City Centre Park Operation and Management Agreement at this time.

Respectfully submitted,

Submitted by:	Cory Manton Manager of Parks and Recreation
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:CM



City of Langford

www.cityoflangford.ca

CITY CENTRE PARK

ARENA, EAGLE RIDGE DRY FLOOR ARENA, PLAYZONE, MINI GOLF,
SKATING, AND WATERPARK

OPERATION & MANAGEMENT AGREEMENT

CON18-0070

JUNE 15, 2019 – MAY 31, 2024



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CITY CENTRE PARK

OPERATING AND MANAGEMENT AGREEMENT

THIS AGREEMENT dated for reference the 16th of June 2019

BETWEEN:

CITY OF LANGFORD, a municipal corporation having its offices at 877 Goldstream Avenue, Victoria, B.C., with a facsimile number of (250) 478-7864 and an email address of parks@cityoflangford.ca

(the “City”)

AND:

PERFORMANCE PLUS HOCKEY INC. (Inc. No. BCO747682), a corporation having its registered office at 1089 Langford Parkway, Victoria, BC V9B 0A5, with an email address of Gerrys37@gmail.com and Kristin37@gmail.com and with a telephone number of (250) 391-1738

(the “Operator”)

WHEREAS:

- A. The City is the registered owner in fee simple of the land and premises located at 1097 & 1098 Langford Parkway, Victoria, B.C. on land legally described as:

Parcel Identifier: 026-234-939

Lot C, Sections 80, 81, 86 and 87, Esquimalt District, Plan VIP78546

(the “Land”);

- B. The City has constructed on the Lands a 42,259 square metre ice arena known as the Westhills Arena at City Centre Park (the “**Westhills Arena**”) which facility includes an ice playing surface and ancillary change rooms, washrooms, concession area, community use rooms, administrative offices, a custodian’s room, and related service rooms and equipment;
- C. The City has constructed on the Lands a 3,304 square metre dry floor arena facility known as the Eagle Ridge City Centre Arena (the “**Eagle Ridge Centre**”) which facility includes a dry floor playing surface and ancillary change rooms, washrooms, concession area, community use rooms, a weight



CITY CENTRE PARK OPERATING AND MANAGEMENT AGREEMENT

training room, administrative offices, a custodian's room, outdoor patio area and related service rooms and equipment;

- D. Included on the Land is the facility referenced as the Park (the "**Park**") is:
- an outdoor 18 hole mini golf course (the "**Golf Course**");
 - an outdoor water park that converts to an ice rink (the "**Splash Park / Ice Rink**"); and
 - an indoor children's play area (the "**Play Zone**").
- E. The City has provided the Operator with equipment to be used as part of the Play Zone, the Ice Rink / Splash Park, the Golf Course and this Equipment is described in Schedule A attached to this Agreement;
- F. In this Agreement, references to the;
- Park include the Golf Course, the Ice Rink / Splash Park, and the Picnic Tables,
 - Play Zone include the Play Equipment and play area,
- G. Section 8 of the *Community Charter* authorizes the City to provide City services that the council considers necessary or desirable, either directly or through another person or organization;
- H. The City agrees to permit the Operator to operate and manage the Westhills Arena, the Eagle Ridge Centre, and the Park, and the Operator agrees to operate and manage this areas, on the terms and conditions of this Agreement;
- I. For this agreement, the Lands and all mentioned assets above will be referenced in this agreement as the "**City Centre Park Facilities**". A detailed map of the City Centre Park Facilities highlighting the Westhills Arena, Eagle Ridge Centre and Park is included as **Appendix B**.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree each with the other as follows:

1.0 TERMINATION OF PRIOR AGREEMENTS

- 1.1. The parties agree that the June 2014 Agreements; EAGLE RIDGE DRYFLOOR ARENA OPERATING AND MANAGEMENT AGREEMENT; PLAYZONE, GOLF COURSE, ICE RINK AND SPLASH PARK OPERATING AND MANAGEMENT AGREEMENT; and SPORTSPLEX ARENA OPERATING AND MANAGEMENT AGREEMENT" are terminated by this Agreement, except for the indemnity and the Operator's obligations under that agreement.

2.0 TERM, REVIEW PERIOD & NOTICE

- 2.1. The term of this Agreement is for a period of five (5) years, beginning on the date of June 16th, 2019 (the "Commencement Date"), and expiring five (5) years from the Commencement Date, subject to an automatic review period starting no later than June 1st of the fourth year of the term.
- 2.2. If the City wishes to not renew this Agreement, the City may provide written notice to the Operator, no less than 548 days before the expiry of the Term that the contract will not be renewed.

3.0 PERMITTED USES

- 3.1. The Operator shall not permit the use of any of the City Centre Park Facilities for any unlawful use or any obscene, racist or otherwise unsuitable performance or activity, the determination of which shall be at the sole discretion of the City, acting reasonably. Specific permitted uses for each facility are outlined in the attached Facilities Schedules (**Appendix A**):

Schedule A – Play Zone, Mini Golf, and Splash Park / Ice Rink;
Schedule B – Eagle Ridge Dry Floor Arena; and
Schedule C – Westhills Arena.

- 3.2. The Operator shall not refuse to permit any person or group to use of any of the City Centre Park Facilities unless the person or group has an unpaid account in respect of the use of the City Centre Park Facilities, or the Operator or the City considers that the proposed use would not comply with the restrictions in this Agreement.
- 3.3. The Operator acknowledges that the Lands are subject to certain charges registered in the Victoria Land Title Office of which the Operator acknowledges and agrees to use and permit the use of the City Centre Facilities only for those uses that are permitted by the charges.
- 3.4. The Operator shall not construct any buildings or structures or undertake any structural work or any other alterations on or to the City Center Park Facilities without the prior written consent of the City, which consent must be obtained before the Operator applies for such City permits as the work may require.
- 3.5. The Operator shall have no rights under this Agreement in relation to the use or control of parking facilities on the Lands, parking facilities shall remain under the control of the City or its licensees, except in respect of two motor vehicle parking spaces which the City agrees to make available at all times for the use of the Operator.

4.0 OPERATING COSTS

- 4.1. Except as expressly stated within each Facility Schedules attached herein, the Operator shall pay all costs arising from the operation and management of the City Centre Park Facilities including all custodial maintenance costs as specified in the following section.

5.0 COSTS AND UTILITIES

- 5.1. The City shall pay 75% of the costs for sewage disposal, garbage collection, and natural gas supply to and from all City Centre Park Facilities, and the Operator shall pay the remaining 25%. The City shall pay 75% of water for the Westhills Arena and Eagle Ridge Dry Floor facilities, and 100% of water for the Play Zone, Mini Golf, Skating and Splash Park facilities.
- 5.2. The Operator shall pay all other utility charges related to City Centre Park Facilities including telephone, cablevision, and telecommunications charges and security system monitoring charges.

5.3. The City shall pay 100% of the costs for the electricity supply for the City Centre Park Facilities.

5.3.5.4. The City and Operator shall split the costs of any upgrades and maintenance for subleased space within the City Centre Park Facilities at 60% costs paid by City, 40% costs paid by Operator to align with the revenue shared for these spaces.



5.4.5.5. The parties agree to meet once every calendar year to review their respective costs under this section, with a view to ensuring that each party is taking such steps as are within their power and reasonably necessary to ensure that the other's costs under this section are reasonable.

5.5.5.6. The parties acknowledge that the Operator's occupancy of the City Centre Park Facilities, if taxable under the Assessment Act, may be eligible for a property tax exemption under the Community Charter, and that the Operator will be eligible to apply for such exemption. Should the City not provide a tax exemption, the Operator shall be entitled to deduct from amounts remitted to the City under section 6.0 any amounts the Operator has paid in property taxes or school taxes. The Operator acknowledges that the City may choose not to include within the scope of any such property tax exemption, any portion of the City Centre Park Facilities operated as a pro shop or similar retail sales facility.

6.0 REVENUE SHARING

6.1. For the purposes of this section, the following terms have the following meanings:

"**Profit**" means the Operator's total revenues in relation to the event in question less the Operator's actual expenses in relation to the event;

"**Gross Revenue**", means the total amount of sales and income in relation to the event or facility in question, whether for cash, credit or otherwise, including all receipts and receivables in respect of orders taken at or received at any City Centre Park Facility (although such orders may be filled elsewhere). In calculating gross revenue no deduction may be made for uncollected or uncollectible credit accounts. Each sale on credit shall be treated as a sale for the full price in the quarter in which the sale is made regardless of the time when the Operator will receive payment (whether full or partial) from its customer.

6.2. Refer to the appropriate Facility Schedule(s) for specific Revenue Sharing details at each City Centre Park Facility.

6.3. Refer to section 8.0 Sub-Lease to see revenue sharing breakdowns for sub-leases at the City Centre Park Facilities.

6.4. The Operator must pay to the City all above amounts, which payment shall be due and payable to the City within thirty (31) days of the expiry of each quarter, based on the gross revenue generated in the previous quarter. Revenues for Oct – Dec each year must be reported by the 25th of January the following year.

6.5. The parties agree to meet once every calendar year to review their respective costs under this section.

7.0 RATES FOR USE OF FACILITIES

7.1. The Operator must charge for public use of the City Centre Park Facilities the fees established by City bylaw from time to time. If rental fee increases are imposed by the City, they are to be received by the Operator by May 16th for implementation July 1st in any given year. If rate increases for hourly facility bookings are imposed by the City, they are to be based on a percentage increase to be applied to all hourly bookings

- 7.2. The Operator may otherwise impose such rates for use of the City Centre Park Facilities as the Operator may determine in the Operator's discretion. Current rates effective at the time this agreement came into effect are included in each Facilities Schedules.
- 7.3. The Operator shall provide at least a 15% discount for teams 75% of whose members reside in Langford, and may for this purpose require such teams to provide reasonable evidence of their members when renting at the Westhills Arena or Eagle Ridge Centre.
- 7.4. The Operator shall provide at least a 15% discount for Langford residents at public events such as public skating and drop-in hockey, and may for this purpose require such persons to provide reasonable evidence of their place of residence.

8.0 SUB-LEASE

- 8.1. The Operator shall charge a monthly rate on a per square foot basis, based on current day acceptable market value for community use rooms and similar spaces for the lease of City Centre Facility by a tenant (the Operator) to a subtenant ("sub-lease"). Monthly rates will be based on an independent assessment by a company mutually agreed upon by the City and the Operator for the space as necessary and from time to time as required or as agreed upon in writing by the City and the Operator.
- 8.2. The Operator and the City may from time to time determine that a specific subtenant may be allowed to rent space at City Centre for below market value, but such agreement will be approved in writing by the City of Langford.
- 8.3. Given that the City owns the Facilities at City Centre Park, pays for the majority of utilities, and is responsible and liable as the property owner for maintenance, building upgrades and capital costs relating to sub-lease space, sub-lease revenues will be shared between the City and the Operator at a split of 60% to the City and 40% to the Operator, who will administer the sub-lease rental agreement and collect payment from sub-lease tenants.
- 8.4. The sub-lease rental agreement template is attached as **Appendix C**.

9.0 HOURS OF OPERATION

- 9.1. The Operator shall ensure that all City Centre Park Facilities remain open (with the exception of the Splash Park/Ice Rink refer to **Schedule A**) for public use on every day of the year except New Year's Day, Good Friday, Thanksgiving Day, December 24th, 25th, 26th and 31st, and such other days as the Operator and the City may agree upon from time to time, for a minimum of 8 hours per day on weekdays and 10 hours per day on weekends and other statutory holidays, except during such times as the facilities need to be closed with the prior approval of the City for major maintenance.
- 9.2. The Operator shall submit to the City, on a quarterly basis, a schedule showing regularly scheduled programs and special events that the Operator has booked for the City Centre Park Facilities, or provide the City with online access to schedules, which illustrate this information.

10.0 GARBAGE

- 10.1. Remove litter and refuse and empty garbage cans minimum 2 times per week and within 4 hours after each game or public event has been completed.

Commented [JG1]: Kristin, can you please forward us a copy of a sub-lease tenant agreement for inclusion as an appendix to this agreement?

- 10.2. Be responsible for ensuring that all litter and refuse is disposed of in a legal and responsible manner.
- 10.3. Include sweeping of parking lots, plaza areas, walkways and other hard surfaced and soft surfaced areas in litter pickup and routinely maintaining the bricks free of moss and weeds.
- 10.4. New litter and refuse containers will be supplied and installed by the City of Langford in locations agreed upon by the operator and the City.

11.0 USE OF CITY TENT

- 11.1. The City's Corporate Tent is available for use free of charge except for the costs to erect and disassemble, including transportation and installation of weights. These costs are to be paid by the operator. Tent booking is required a minimum of 2 weeks in advance of event day. The operator is to notify the City in writing and City staff will confirm the booking of the city tent. City special events such as the Summer Festival, Luxton Fair Fall and Council special events will take priority over all bookings.

12.0 SPECIAL EVENTS

- 12.1. The Operator is to notify in writing The City, Westshore RCMP and the Ministry that oversees Liquor Licensing on all special events a minimum of 1 month in advance of event day.

13.0 WHMIS

- 13.1. As per WHMIS regulations, storage of flammable and hazardous materials is not permitted within the Eagle Ridge Centre. All baseboard heaters and other HVAC equipment must be kept clear of any storage material and debris at all times.

14.0 FACILITY MAINTENANCE

- 14.1. **Custodial Maintenance:** The Operator shall be responsible for all custodial maintenance of the City Centre Park Facilities, including payment for materials, labour and equipment, at a standard appropriate for a City facility. The Operator must, on a daily basis, remove litter from the City Centre Park Facilities land and other adjacent public property that originates in the Eagle Ridge Arena concession or Westhills Arena concession.
- 14.2. **Custodial Maintenance Program:** The Operator shall provide to the City in writing a custodial maintenance program outlining the daily, weekly, monthly and annual custodial maintenance that it will perform, and, at a minimum, the program must include regular inspection and replacement of light bulbs and washroom supplies and repair of vandalism. The Operator must follow and comply with that program throughout the Term.
- 14.3. **Snow Clearing:** The Operator shall be responsible for snow clearing and de-icing of all pedestrian walkways, sidewalks, patios and emergency exits in the Facilities, and shall ensure that such clearing and de-icing occurs each morning on which it is required and thereafter as required throughout each day that snow or icy conditions persist. The City shall be responsible for snow clearing and de-icing of all parking areas and driveways on the Lands to the standard generally applicable to City streets.
- 14.4. **Annual Maintenance Budget:** The Operator shall submitted to the City for its approval a budget for the years of 2019 to 2024 that the Operator will spend on maintenance no less than the amount budgeted, and the Operator will spend on repair no less than the amount budgeted.

- 14.5. **Outdoor Maintenance:** The City shall cut grass, remove litter other than litter described in section 14.1, clear leaves, prune trees and bushes, plant flowers, fill potholes, repair fences, weed, water and fertilize and otherwise maintain the Lands in an attractive, clean and tidy manner, to the standard generally applicable in City parks.
- 14.6. **Minimum Work Standards:** The Operator shall ensure that any repairs or maintenance done with respect to the Facilities, by or on behalf of the Operator:
- (a) do not affect any structural or foundation elements of the Facilities; and
 - (b) meet or exceed the standards of materials and construction employed in the original construction of the Facilities.
- 14.7. **Facility Repairs (City):** Except as otherwise expressly stated herein, the City shall be responsible for maintaining and repairing the City Centre Park facilities, including the heating, ventilating and air conditioning systems, the replacement of exterior wall glazing if breakage has an exterior cause, the removal of exterior graffiti, and interior and exterior painting. The City shall remove graffiti, repair glass breakage and carry out repairs to heating, ventilating and air conditioning systems within three (3) business days of being notified by the Operator.
- 14.8. **Facility Repairs (Operator):** The Operator shall remove graffiti from the interior of the Arena within 3 business days of its appearance, including repainting any surfaces damaged in the placing or removal of the graffiti. The Operator shall replace any interior wall glazing in the Arena, and any exterior wall glazing if the breakage has an interior cause, within 3 business days of breakage. The Operator shall be responsible for any building maintenance and repair the need for which is caused by the performance of its custodial maintenance program in a careless or inefficient manner, or by the Operator's failure to perform the custodial maintenance program.
- 14.9. **Operator Alterations:** The Operator shall not make any improvements, extensions, installations, alterations, additions or renovations to the Facilities, or alter the existing state of the Facilities in any way, without the prior written consent of the City, in its sole discretion. If the City gives such consent, the Operator shall obtain the City's prior approval of drawings and specifications for such work, and must do such work strictly in accordance with the approved drawings and specifications and must comply with any conditions the City imposes with that approval. Any improvements, extensions, installations, alterations, renovations or additions to the Facilities done by the Operator in accordance with this section are the permanent property of the City. For certainty, the Golf Course constructed by the Operator are the sole property of the City, and the Picnic Tables and the Play Equipment provided by the City are the sole property of the City.
- 14.10. **Repair of the Ice Rink / Splash Park:** Although the Operator is responsible for maintenance of the Ice Rink / Splash Park, the Operator is not responsible for repair of the Ice Rink / Splash Park. However, the Operator is responsible, at its own cost, for any repair of the Ice Rink / Splash Park, the need for which is caused by the performance of its maintenance obligations in a careless, insufficient or inefficient manner, or by the Operator's failure to perform its maintenance obligations. Throughout the Term, the Operator must notify the City in writing when it considers repairs are required to the Ice Rink / Splash Park.
- 14.11. **Dispute Resolution:** In the event of a dispute between the parties as to responsibility for any particular type of building repair or maintenance, the parties agree that the matter shall be

resolved in a manner that is consistent with the express allocation of maintenance obligations in this Agreement.

15.0 INSPECTIONS & WORK ORDERS

- 15.1. The City may carry out inspections of any City Centre Facility to view its state and condition in relation to maintenance and repair obligations of the Operator under this Agreement. Should any deficiencies be found, the City may give to the Operator a written notice requiring repair or maintenance within a reasonable time specified by the City.

16.0 CAPITAL FUNDING

- 16.1. The City will be responsible, in its sole discretion, to replace or repair capital items at any of the City Centre Facilities. The term “capital item” is to be interpreted in a manner consistent with that of the Canadian Institute of Chartered Accountants, and means only replacement or repair to the building or equipment at a cost in excess of \$750 (excluding taxes).
- 16.2. The Operator shall, prior to August 31st of each year, provide to the City, in writing, details of any and all capital items which it recommends be replaced or repaired at the any of the City Centre Facilities in the following calendar year.
- 16.3. The City may appoint the Operator as its agent to carry out the replacement or repair of capital items under this Agreement but the Operator shall not commence any purchase, repair or alterations of capital items on behalf of the City until the City has, through its annual financial plan process, approved the expenditure and instructed the Operator on the required process for purchasing or acquiring the capital item.
- 16.4. Notwithstanding anything in this Agreement, the City will not be required to pay for capital items required as a result of the neglect, misuse, negligence, wrongful act or omission of the Operator or its members, officers, directors, employees, agents, contractors or others for whom it is responsible, in respect of which work the Operator indemnifies the City under the **Indemnity Section**.

17.0 OPERATOR'S OBLIGATIONS

- 17.1. **Operator's Covenants:** The Operator covenants and agrees with the City as follows:
- (a) Not to cause, maintain or permit anything that may be or become a nuisance or annoyance on or from the Facilities to adjacent owners or occupiers of lands, or to the public, including by the accumulation of rubbish, or unused personal property of any kind;
 - (b) Not to commit or permit waste to the Facilities;
 - (c) To take all reasonable precautions to ensure the safety of all persons using the Facilities;
 - (d) To comply with any and all statutes, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits there under and not to do or omit to do or permit anything on or from the Facilities in contravention thereof; and
 - (e) To remain in good standing as a corporation under the Business Corporations Act (British Columbia).



- (f) The fact that the Operator is entering into this Agreement with the City does not relieve the Operator from obtaining a business license or otherwise complying with the ordinary requirements of the City.

17.2. **Operator Must Provide Staff:** The Operator shall employ and provide the services of such staff and personnel as are necessary to safely and efficiently carry out the obligations and responsibilities of the Operator under this Agreement, and shall provide to the City from time to time on request a list of names and positions of such staff and personnel.

17.3. **Staff Identification:** The Operator shall ensure that its employee's wear appropriate clothing clearly identify them to the public and that they display a positive image as befits a public facility owned by the City.

17.4. **First Aid:** The Operator shall ensure that there is on duty at the City Centre Park Facilities during all hours of operation, at least one employee with first aid training appropriate for the type of activities occurring at the Facilities.

17.5. **Workers' Compensation:** The Operator shall ensure that all workers' compensation regulations and requirements are adhered to in the operation of the City Centre Park Facilities.

17.6. **Security:** The Operator shall provide security within the City Centre Park Facilities, including ensuring all doors and windows are locked and secured when the City Centre Park Facilities are closed. The City shall provide security for the City Centre Park Facilities generally, to the same extent as the City chooses, from time to time, to provide to other municipal recreational property.

17.7. **Emergency and Evacuation Procedures:** The Operator must submit for approval of the City, prior to the Commencement Date, detailed procedures and action plans outlining the emergency and evacuation procedures which the Operator will follow in the event of any of the following incidents:

- (a) the sounding of smoke, fire or other alarms;
- (b) lighting failure;
- (c) power failure;
- (d) bomb threat;
- (e) threat of riot;
- (f) gas leak;
- (g) lost person;
- (h) death or injury;
- (i) burglary;
- (j) earthquake; and
- (k) other situation where there may be risk to the public or staff.

And the Operator must follow these procedures and plans throughout the Term.

17.8. **Notification to Public:** The Operator will post signs, and otherwise ensure that users of the City Centre Park Facilities and the public know the required safety precautions required at the City Centre Park Facilities and the procedures to be followed in the event of an accident, emergency or evacuation situation.

- 17.9. **Advertising:** The Operator shall use reasonable efforts to advertise the availability of the City Centre Park Facilities, and the Operator will inform the City of its advertising strategy upon request, and the City may promote the use of the City Centre Park Facilities in the same manner as it promotes the use of other City recreation facilities.
- 17.10. **No Advertising Without Identification:** The Operator shall not use or publish any advertising material or advertise the City Centre Park Facilities without identifying the City Centre Park Facilities as City of Langford facilities, and displaying the City Coat of Arms on the material at a standard of presentation at least equivalent to that of materials published by the City, and for this purpose only the City authorizes the Operator to replicate the Coat of Arms.
- 17.11. **Surveys:** The Operator agrees to conduct annual user surveys for the City Centre Park Facilities to determine the level of customer satisfaction. The Operator will design, administer and report on the surveys as required by the City.
- 17.12. **Community Cooperation:** The Operator will work closely and cooperatively with surrounding communities, agencies, and user groups in the operation and management of the City Centre Park Facilities. The Operator will establish a working relationship to ensure the community is integral in the planning and delivery of services in the City Centre Park Facilities.
- 17.13. **Communication with the City:** The Operator will designate an individual, from time to time, as the contact person to report to and maintain contact with the City Clerk/Administrator (also called the Chief Administrative Officer). At the time of entering into this Agreement, the Operator's contact persons are Gerry St. Cyr, General Manager, email: Gerrys37@gmail.com and Kristin St. Cyr, email Kristin37@gmail.com and with a telephone number of (250) 896-7825 and (250) 589-0523.
- 17.14. **Availability of Contact Person:** The Operator shall ensure that its contact person is available by telephone 24 hours per day and the Operator shall ensure that this person is available to attend at the City Centre Park Facilities within one hour of request by the City.
- 17.15. **Workers' Compensation:** The Operator shall ensure that all workers' compensation regulations and requirements are adhered to in the operation of the City Centre Park Facilities.
- 18.0 REPORTING**
- 18.1. **Repair Reports:** Throughout the Term, the Operator must notify the City in writing when it considers repairs are required to any of the City Centre Facilities.
- 18.2. **Immediate Reporting of Accidents:** The Operator shall report immediately to the City any incidents or accidents that required emergency services by police, fire, or ambulance services or hospitalization of any user of the City Centre Park Facilities.
- 18.3. **Monthly Reporting of All Incidents:** The Operator shall report to the City, in writing, on a monthly basis, all events reported under section 18.2 and all other incidents, accidents or damage of a serious nature at the City Centre Park Facilities.
- 18.4. **Financial Records:** The Operator shall keep books of account, receipts, records, vouchers, cheques, papers and documents in relation to the Operator's management and operation of the City Centre Park Facilities according to generally accepted accounting standards and in a manner acceptable to the City.

- 18.5. **Financial Statements:** On or before March 31st of each year commencing March 31, 2019, the Operator shall provide to the City financial statements prepared by an accountant for the immediately preceding calendar year respecting the management and operation of the City Centre Park Facilities and setting out the gross revenue in relation to the City Centre Park Facilities, calculated in accordance with this Agreement.
- 18.6. **Comprehensive Annual Reports:** The Operator shall provide the City with a comprehensive annual report prior to March 31st each year, in a form acceptable to the City, addressing the following in respect of the previous calendar year:
- (a) participation numbers, including admissions and rentals;
 - (b) safety;
 - (c) facility inspection;
 - (d) capital improvements considered by the Operator to be required;
 - (e) capital improvements recommended by the Operator;
 - (f) incidents;
 - (g) accidents;
 - (h) results of user surveys; and
 - (i) city equipment inventory.
- 18.7. **City Access to Records:** The Operator agrees that the City and its auditors, upon request, shall have access to the books of account, records, vouchers, cheques, papers and documents of and which may relate to the operation, repair and maintenance of the City Centre Park Facilities.
- 18.8. **City's Right to Audit:** The City retains the right to have all financial statements pertaining to this Agreement audited at its own expense, with the Operator's full cooperation.
- 19.0 PROTECTION FOR THE CITY**
- 19.1. **Builder's Liens:** The Operator shall promptly and fully pay for all work and materials to the Facilities and shall not permit any builder's liens for work, labor, services or material ordered by the Operator or for the cost of which the Operator may be in any way obligated during the term of this Agreement, to attach to the Land.
- 19.2. **Discharge of a Lien:** Should such a lien, claim of lien or related judgment or certificate of pending litigation be filed, the Operator, within thirty (30) days of receiving notice from the City to discharge the lien, must procure the discharge by payment or by giving security or in such other manner as is or may be required or permitted by law.
- 19.3. **Notice Under Builder's Lien Act:** The Operator acknowledges that the City may file a notice against the title to the Land pursuant to section 3(2) of the Builders Lien Act.
- 19.4. **Release:** The Operator releases the City and agrees not to sue the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement. In this section, references to the City include its elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This release survives the expiry or earlier termination of this Agreement.
- 19.5. **Indemnity:** In this section, references to the City include its elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This indemnity survives the expiry or earlier termination of this Agreement. The Operator agrees to save harmless and



effectually indemnify the City of Langford against and from all fines, suits, claims, liabilities, damages, costs, expenses, demands and actions of any kind or nature whatsoever for which the City may become liable, suffer or incur by reason of or related to or arising from:

- a. any breach, violation, default or non-performance by the Operator of any provision of this Agreement;
- b. any wrongful act, omission or negligence of the Operator or its members, directors, officers, employees, agents, contractors or others for whom it is responsible; or
- c. any death, personal injury, property damage, property loss, contamination, economic loss or other loss or harm suffered by any person, on or in relation to the Facilities.

In this section, references to the City include its elected officials, officers, employees, agents, contractors and others for whom it is in law responsible. This indemnity survives the expiry or earlier termination of this Agreement.

19.6. Insurance: The Operator shall obtain and maintain during the Term:

- a. commercial general liability insurance providing coverage for death, bodily injury property loss and damage, and all other losses, arising out of or in connection with the operations, use and occupation of the Facilities in an amount of not less than \$5,000,000.00 per occurrence, and
- b. any other form or forms of insurance that the City may reasonably require from time to time.

19.7. Commercial General Liability Insurance: As long as the Operator purchases and maintains commercial general liability insurance pursuant to this Agreement, the City shall subtract from the amount payable to the City each quarter under section 6 the insurance premium paid by the Operator the previous quarter. The Operator shall provide to the City on a quarterly basis a copy of the invoice indicating the amount of the insurance premium paid by the Operator the previous quarter. If for any reason the insurance premium payable by the Operator for its commercial general liability insurance increases by 10% in any given year, the City may, in its sole discretion, refuse to subtract from the amount payable to the City under section 6 the increased portion of the insurance premium beyond 10%.

19.8. Insurance Policies: All policies of insurance required to be taken out by the Operator shall be with companies satisfactory to the City and shall:

- a. name the City as an additional insured;
- b. state that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured;
- c. include that the City is protected notwithstanding any act, neglect or misrepresentation by the Operator which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- d. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- e. be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is excess coverage;



- f. not be cancelled without the insurer providing the City with thirty (30) clear days written notice stating when such cancellation is to be effective;
- g. not include deductible greater than \$5,000.00 per occurrence;
- h. preclude subrogation against the City;
- i. include a cross liability clause; and
- j. be on other terms acceptable to the City, acting reasonably.

19.9. **Insurance Certificates:** The Operator shall provide the City with certificates evidencing issuance of all required policies of insurance prior to the Opening Date, and promptly thereafter on renewal or amendment of the policies.

19.10. **City May Insure:** If the Operator fails to insure as required, the City may, after thirty (30) days notice to the Operator, effect the insurance in the name and at the expense of the Operator and the Operator shall promptly repay the City all costs reasonably incurred by the City in doing so.

20.0 INSPECTIONS AND ORDERS TO REPAIR OR MAINTAIN

20.1. **City Inspections:** The Operator acknowledges that the City, by its authorized representative, may, but is not obligated to, carry out inspections of the Facilities for determining whether the Operator is complying with its obligations under this Agreement.

20.2. **Orders to Repair or Maintain:** If the City considers the Operator to be in breach of its obligation to maintain and repair the Facilities, the City may give to the Operator a written notice-requiring repair or maintenance within the time specified by the City.

20.3. **Action by City on the Operator's Default:** The Operator must promptly repair and maintain the Facilities according to notices received from the City and, if the Operator fails to do so, the City may, but is not obligated to, cause such repairs and maintenance to be undertaken at the Operator's cost and may cause the City's representatives to enter on the Facilities for such purpose. In the event of an emergency, the City may undertake repairs and maintenance without prior notice to the Operator.

20.4. **Payment for City's Action:** Should the City deem it necessary to undertake any repairs or maintenance of the City Centre Park Facilities on the default of the Operator, then the Operator will pay to the City, as a fee for the City carrying out the Operator's obligations, an amount equal to 15% of the cost of repairs or maintenance carried out by the City, which amount will be in addition to the cost of such repairs or maintenance.

20.5. **Payment within Five Days:** The Operator shall pay to the City all such costs in respect of repair or maintenance as the City may incur on the Operator's behalf under this Agreement within five (5) business days of receipt of the City's account, and unpaid accounts shall bear interest at the rate specified in section 25.10.

20.6. **Operator not relying on City:** Notwithstanding that the City may inspect the City Centre Park Facilities and require repairs and maintenance, the Operator agrees that it is responsible for repair and maintenance of the City Centre Park Facilities as specified in this Agreement and it is not relying on the City for determining the need for repair or maintenance of the City Centre Park Facilities.

20.7. **No Liabilities of a Capital Nature:** Notwithstanding any other provisions of this Agreement, the City will have no obligation whatsoever to make any repairs or undertake any expense where

such repair or expense is of a "capital nature" within the meaning of the Municipal Liabilities Regulation, B.C. Reg. 254/2004.

21.0 TERMINATION

21.1. **Termination:** Either the City or the Operator may give the other written notice of termination of this Agreement at any time, for no cause, with termination to be effective twenty four (24) months after receipt of notice.

21.2. **Termination Due to Default:** In addition to termination under 21.1, the City may terminate this Agreement by giving notice of immediate termination to the Operator;

- a) in the event of bankruptcy or insolvency or the taking of any proceedings toward dissolution or winding up of the Operator or if demand for payment is made upon the Operator by its bank or a foreclosure action is commenced against the Operator by its bank;
- b) if the Operator fails to comply with any notice to repair or maintain provided by the City under section 14.0 within the time specified in the notice; or;
- c) if the Operator fails to abide by any other term or obligation of this Agreement and fails to rectify the default within thirty (30) days of written notice from the City requiring rectification of the default.

21.3. **Condition of Premises:** At the expiry or earlier termination of this Agreement, the Operator shall ensure that the City Centre Park Facilities are clean, uncontaminated, and in good condition, reasonable wear and tear accepted.

22.0 DAMAGE AND DESTRUCTION

22.1. **Damage and Destruction:** If the City Centre Park Facilities are damaged by fire or other casualty that renders all or a substantial part of the Facilities unusable by the public, and the City decides not to restore the same, then the City shall, within thirty (30) working days after the happening of such fire or other casualty, give to the Operator a notice in writing of such decision and thereupon the Term will expire effective the 30th business day following the occurrence of the damage, and the Operator will cease operating the Facilities, and, if the Facilities were in good and working condition at the time the damage occurred, the City will pay the Operator in accordance with Schedule A – Playzone, MiniGolf, and Splash Park Buy Out Upon Termination. If the City does decide to undertake such repair and the repair is not completed and the Facilities are not available for occupation by the public within two hundred and forty (240) days from the time of the fire or other casualty causing the damage, the Operator may at its option, terminate this Agreement by giving notice in writing within ten (10) days after the termination period of two hundred and forty (240) days.

23.0 COMPLIANCE WITH ENVIRONMENTAL LAWS

23.1. The Operator:

- a) will permit the City to investigate the City Centre Park Facilities and the Operator's records at any time and from time to time to verify whether the Operator is in compliance with all environmental laws;
- b) will, at times reasonably requested by the City, obtain a report from an independent consultant verifying compliance with all environmental laws;



- c) not store, dispose, treat, use, release or transport any environmental contaminants on or from the City Centre Park Facilities nor permit such;
- d) will promptly remove all environmental contaminants from the City Centre Park Facilities which it has released or permitted to be released at the City Centre Park Facilities;
- e) will notify the City if the Operator discovers any environmental contaminant or if any order, claim, action or proceeding is threatened or commenced in relation to environmental contaminants on the City Centre Park Facilities; and
- f) will provide the City with all necessary authorizations in order for the City to make enquiries about the Operator's compliance with environmental laws.

24.0 NO ASSIGNMENT

- 24.1. **No Assignment:** The Operator shall not assign this Agreement in whole or in part.
- 24.2. **No Joint Venture:** Nothing in this Agreement makes the City and the Operator joint venturers or partners.
- 24.3. **Independent Contractor:** In all respects, the Operator is an independent contractor entitled to use its own methods provided the result is the operation and management of the City Centre Park Facilities according to this Agreement. The Operator shall, on every contract inform the other party that it is entering into the contract on its own behalf and not on behalf of the City.
- 24.4. **No Tenancy:** Nothing in this Agreement makes the Operator a tenant of the City and no relationship of landlord and tenant is created.

25.0 NOTICES & OTHER

- 25.1. **Notices:** All notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by facsimile transmission or forwarded by first-class prepaid express mail to the addresses set forth on the first page or such other address as may from time to time be notified in writing by the parties. Further, notice from the City to the Operator may be given by posting a notice on the Facilities or by email to the address provided on the first page (or such subsequent email address provided by the Operator).

If the Operator gives notice to the City, it shall be to the attention of the City Corporate Officer. Any notice delivered or sent by hand or by facsimile or by email or posted shall be deemed to be given and received at the time of sending or posting. Any notice mailed shall be deemed to have been given and received on the expiration of three (3) days after it is posted, provided that if there should be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by mail, then such notice shall only be effective once delivered.

- 25.2. **Further Assurances:** The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
- 25.3. **Entire Agreement:** This Agreement is the entire agreement between the parties and neither the City nor the Operator has given or made representations, warranties, guarantees, promises, covenants or agreements to the other except those expressed in writing in this Agreement.
- 25.4. **Amendments:** No amendments to this Agreement shall be valid unless evidenced by written agreement executed by the City and the Operator.



25.5. **Interpretation:** In this Agreement:

- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- f) reference to a "party" is a reference to a party to this Agreement and to its respective corporate successors, trustees, administrators and receivers.

25.6. **Severance:** If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

25.7. **Law of British Columbia:** This Agreement shall be governed by and construed according to the laws of the Province of British Columbia.

25.8. **Waiver:** Waiver by the City of any default by the Operator shall not be deemed to be a waiver of any subsequent default by the Operator. All waivers must be in writing.

25.9. **No Registration:** The Operator acknowledges that this Agreement is not registrable in the Land Title Office.

25.10. **Interest:** All amounts unpaid by the Operator to the City will bear interest at 10% per annum, compounded semi-annually not in advance.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

DATED the ____ day of ____ 2019

The Corporate Seal of the **CITY OF**)
LANGFORD was hereunto affixed in the)
presence of:)
) C/S
_____))
Mayor)
_____))
_____))
CAO)

DATED the ____ day of ____ 2019

The Corporate Seal of **PERFORMANCE**



PLUS HOCKEY INC. was hereunto)
affixed in the presence of)
)
_____) C/S
Director)
)
_____)
Director)

APPENDICES

APPENDIX A: SCHEDULE A: PLAY ZONE, MINI GOLF AND SPLASH PARK / ICE RINK FACILITY SCHEDULE

SCHEDULE B: EAGLE RIDGE DRY FLOOR FACILITY SCHEDULE

SCHEDULE C: WESTHILLS ARENA

APPENDIX B: CITY CENTRE PARK FACILITIES MAP

APPENDIX C: SUB-LEASE RENTAL AGREEMENT TEMPLATE



Staff Report to Council

Date: December 17, 2018

Department: Planning

Application No.: Z18-0014

Subject: Bylaw No. 1793 - Application to Rezone 1062 Goldstream Avenue from CS1 (Service Commercial) and RR4 (Rural Residential 4) to MU1A (Mixed Use Residential Commercial A) to Allow a Future Development of a 119-unit Apartment Building

At their Regular Meeting of June 18, 2018 Council passed the following resolution with respect to the property at 1062 Goldstream Avenue:

That Council:

1. *Direct staff to prepare a bylaw to amend the zoning designation of the property located at 1062 Goldstream Road from CS1 (Service Commercial) and RR4 (Rural Residential 4) to MU1A (Mixed Use Residential Commercial A) subject to the following terms and conditions:*
 - a) *That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit, prior to issuance of a building permit:*
 - i. *\$2,850 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;*
 - ii. *\$750 towards the Affordable Housing Reserve Fund;*
 - b) *That the owner agrees to provide, **as a bonus for increased density**, the following contributions per required parking stall that is not provided, prior to issuance of a building permit:*
 - i. *\$7,500 towards the General Amenity Fund for Transportation Demand Management.*
 - c) *That the applicant provide, **prior to Public Hearing**, the following:*
 - i. *A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.*

-
- d) *That the applicant provide, **prior to Bylaw adoption**, the following:*
- i. *Road dedication along the frontage to the satisfaction of the Director of Engineering.*
- e) *That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:*
- i. *That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering, which includes an operational 3-lane cross-section;*
 - ii. *That all boulevard improvements to Bylaw 1000 standards are provided to the satisfaction of the Manager of Parks;*
 - iii. *That a detailed storm water management plan be provided prior to issuance of a building permit, to the satisfaction of the Director of Engineering, and its operation and maintenance plan be registered on title;*
 - iv. *That a construction parking management plan be provided to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit.*
 - v. *That the required parking stalls for this development are allocated for the use by individuals in each unit, as required by Bylaw 300 and designed accordingly, and that parking stalls are not rented out individually.*
2. *Direct staff to prepare a bylaw to increase the allowable FAR in the MU1A Zone to a maximum of 4.0 as per Bylaw 1774.*
3. *Direct staff to prepare a bylaw to increase the maximum height in the MU1A Zone to a maximum of 7 storeys.*
4. *Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit:*
- a) *Reduce the front yard setback from 2.0m (6.5 ft) to 0.4m (1.3 ft) for the garbage and recycling enclosure;*
 - b) *Reduce the rear yard setback from 7.5m (25 ft) to 5.0 (16.5 ft) for the parkade levels and to 1.2m (4.0 ft) for the 2nd to 7th storeys.*
 - c) *Reduce the number of off-street parking by a maximum of 8 stalls.*

COMMENTS

The applicant's lawyer has provided an application to deposit the survey plan that dedicates road along Goldstream Avenue, to the satisfaction of the Director of Engineering.

The applicant's lawyer has provided a section 219 covenant that agrees to items in 1(e) in Council's resolution of June 18, 2018.

These two documents are accompanied with an undertaking from the applicant's lawyer that states all required signatures have been obtained except the City's, and upon receiving these documents back from the City signed, they will register these documents at the Land Titles Office.

Bylaw No. 1793 was signed by the Minister of Transportation on August 28, 2018.

OPTIONS

That Council:

1. Adopt Bylaw No. 1793.

OR

2. Take no action at this time with respect to Bylaw No. 1793.

Respectfully Submitted,

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:rd

CITY OF LANGFORD

BYLAW NO. 1793

A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting a portion of the text in subsection 6.51A.04 (3) and replacing it with the following:
"The floor area ratio may then be further increased to 2.25 if the owner provides 50% of the parking spaces required by this Bylaw in an enclosed parking structure, which can be further increased by increments of 0.25 for every additional 5% of parking spaces so provided, to a maximum FAR of 4.0";
2. By replacing subsection 6.51A.06(1) with the following:
"No building or structure may exceed a height of seven (7) storeys."
3. By deleting from the CS1 (Service Commercial 1) and RR4 (Rural Residential 4) Zones and adding to MU1A (Mixed Use Residential Commercial A) Zone the property legally described as LOT A OF SECTION 99, ESQUIMALT DISTRICT, PLAN 13266 EXCEPT PARCEL A (DD 300197-I), PID No. 004-739-990 (1062 Goldstream Ave) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
4. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
MU1A	1793	LOT A OF SECTION 99, ESQUIMALT DISTRICT, PLAN 13266 EXCEPT PARCEL A (DD 300197-I), PID No. 004-739-990 (1062 Goldstream Ave)	a) \$2,850 per new unit created on the 1 st to 4 th storeys of the building towards the General Amenity Reserve Fund; and b) \$1,425 per new unit created on the 5 th and 6 th storeys of the building towards the General Amenity Reserve Fund; and c) \$712.50 per new unit created on the 7 th storey of the building towards the General Amenity Reserve Fund; and d) \$750 per new unit created towards the Affordable Housing Reserve Fund; and e) \$7,500 per required parking stall not provided towards the General Amenity Reserve Fund.	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 540, (1062 Goldstream Ave), 2018".

READ A FIRST TIME this 16th day of July, 2018.

PUBLIC HEARING held this 20th day of August, 2018.

READ A SECOND TIME this 20th day of August, 2018.

READ A THIRD TIME this 20th day of August, 2018.

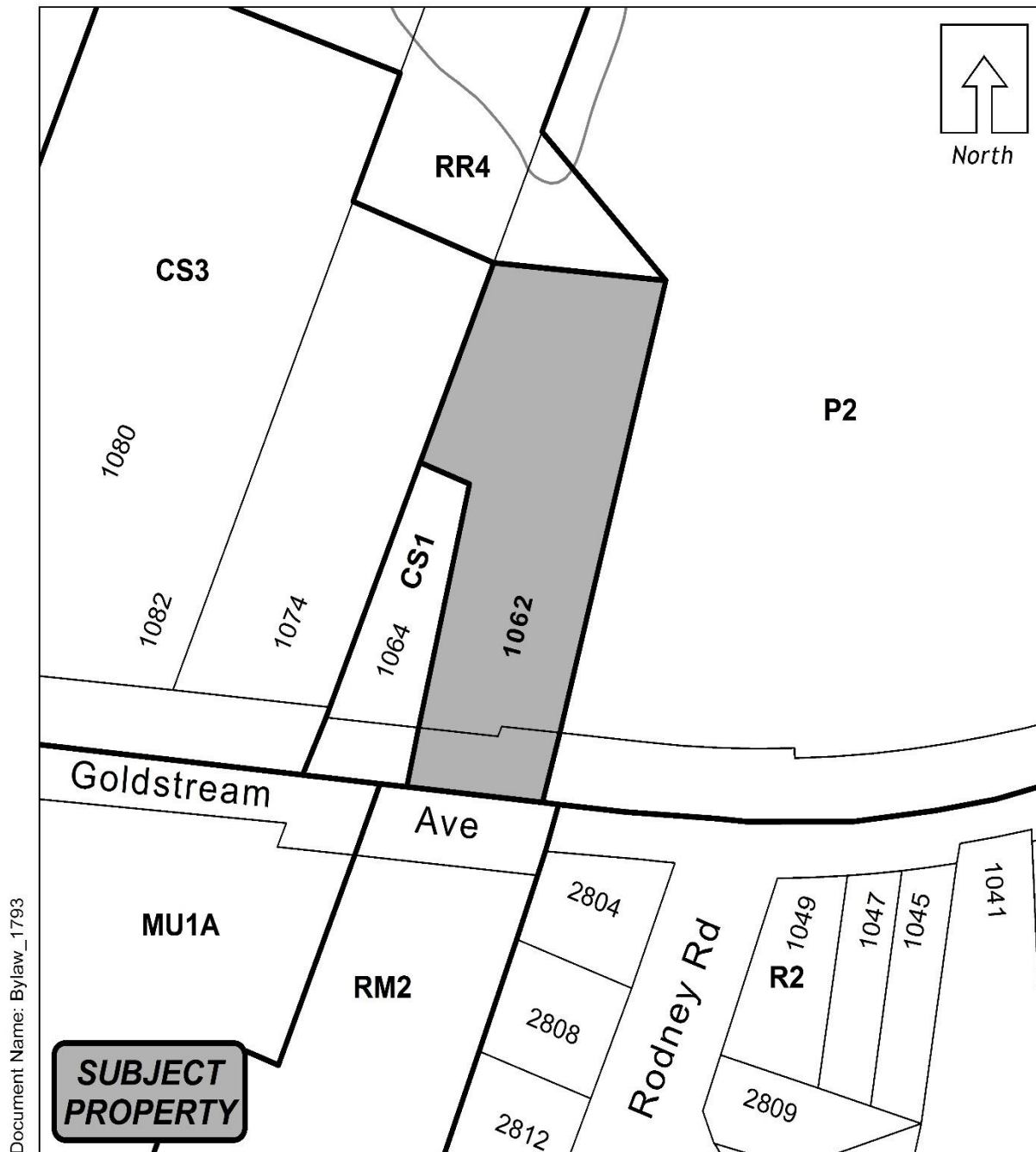
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 28th day of August, 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1793

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 6/22/2018



Staff Report to Council

Date: December 17, 2018

Department: Planning

Application No.: Z18-0025

Subject: Bylaw No. 1805 - Application to Rezone 1064 Goldstream Avenue CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) to Allow a Future Development of a 119-unit Apartment Building

At their Regular Meeting of September 17, 2018 Council passed the following resolution with respect to the property at 1064 Goldstream Avenue:

That Council:

1. Give 1st reading to the attached Bylaw No. 1805 to amend the zoning designation of the property located at 1064 Goldstream Road from CS1 (Service Commercial) to MU1A (Mixed Use Residential Commercial A) subject to the following terms and conditions:
 - a) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per unit, prior to issuance of a building permit:
 - i. \$2,850 towards the General Amenity Reserve Fund, with a 50% reduction for the units on the 5th and 6th storey, and a 75% reduction for the units on the 7th storey;
 - ii. \$750 towards the Affordable Housing Reserve Fund;
 - b) That the owner agrees to provide, **as a bonus for increased density**, the following contributions per required parking stall that is not provided, prior to issuance of a building permit:
 - i. \$7,500 towards the General Amenity Fund for Transportation Demand Management.
 - c) That the applicant provide, **prior to Public Hearing**, the following:
 - i. A technical memo from a qualified engineer that verifies storm water can be adequately managed onsite, to the satisfaction of the Director of Engineering.

-
- d) *That the applicant provide, **prior to Bylaw adoption**, the following:*
- i. *Road dedication along the frontage to the satisfaction of the Director of Engineering.*
- e) *That the applicant provides, **prior to Bylaw Adoption**, a Section 219 covenant, registered in priority of all other charges on title, that agrees to the following:*
- i. *That all frontage improvements to Bylaw 1000 standards are provided to the satisfaction of the Director of Engineering, which includes an operational 3-lane cross-section;*
 - ii. *That all boulevard improvements to Bylaw 1000 standards are provided to the satisfaction of the Manager of Parks;*
 - iii. *That a detailed storm water management plan be provided prior to issuance of a building permit, to the satisfaction of the Director of Engineering, and its operation and maintenance plan be registered on title;*
 - iv. *That a construction parking management plan be provided to the satisfaction of the Director of Engineering prior to the issuance of a Building Permit.*
 - v. *That the required parking stalls for this development are allocated for the use by individuals in each unit, as required by Bylaw 300 and designed accordingly, and that parking stalls are not rented out individually.*
2. *Authorize the Director of Planning to issue the following variances in the Form and Character Development Permit:*
- a) *Reduce the front yard setback from 2.0m (6.5 ft) to 0.4m (1.3 ft) for the garbage and recycling enclosure;*
 - b) *Reduce the rear yard setback from 7.5m (25 ft) to 5.0 (16.5 ft) for the parkade levels and to 1.2m (4.0 ft) for the 2nd to 7th storeys.*
 - c) *Reduce the number of off-street parking by a maximum of 6 stalls.*

COMMENTS

The applicant's lawyer has provided an application to deposit the survey plan that dedicates road along Goldstream Avenue, to the satisfaction of the Director of Engineering.

The applicant's lawyer has provided a section 219 covenant that agrees to items in 1(e) in Council's resolution of September 17, 2018.

These two documents are accompanied with an undertaking from the applicant's lawyer that states all required signatures have been obtained except the City's, and upon receive these documents back from the City signed, they will register these documents at the Land Titles Office.

Bylaw No. 1805 was signed by the Minister of Transportation on November 26, 2018.

OPTIONS

That Council:

1. Adopt Bylaw No. 1805;

OR

2. Take no action at this time with respect to Bylaw No. 1805;

Respectfully Submitted,

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Cory Manton, Manager of Parks and Recreation
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

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CITY OF LANGFORD BYLAW NO. 1805

A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting from the CS1 (Service Commercial) Zone and adding to MU1A (Mixed Use Residential Commercial A) Zone the properties legally described as PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503 (1064 Goldstream Avenue) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
2. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
MU1A	1805	PARCEL A (DD 300197I) OF LOT A, SECTION 99, ESQUIMALT DISTRICT PLAN 13266, PID No. 000-024-503	a) \$2,850 per new unit created on the 1 st to 4th storeys of the building towards the General Amenity Reserve Fund; and b) \$1,425 per new unit created on the 5 th and 6th storeys of the building towards the General Amenity Reserve Fund; and c) \$712.50 per new unit created on the 7 th storey of the building towards the General Amenity Reserve Fund; and d) \$750 per new unit created towards the Affordable Housing Reserve Fund;	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 546, (1064 Goldstream Avenue), 2018".

READ A FIRST TIME this 17^h day of September, 2018.

PUBLIC HEARING held this 19th day of November, 2018.

READ A SECOND TIME this 19th day of November, 2018.

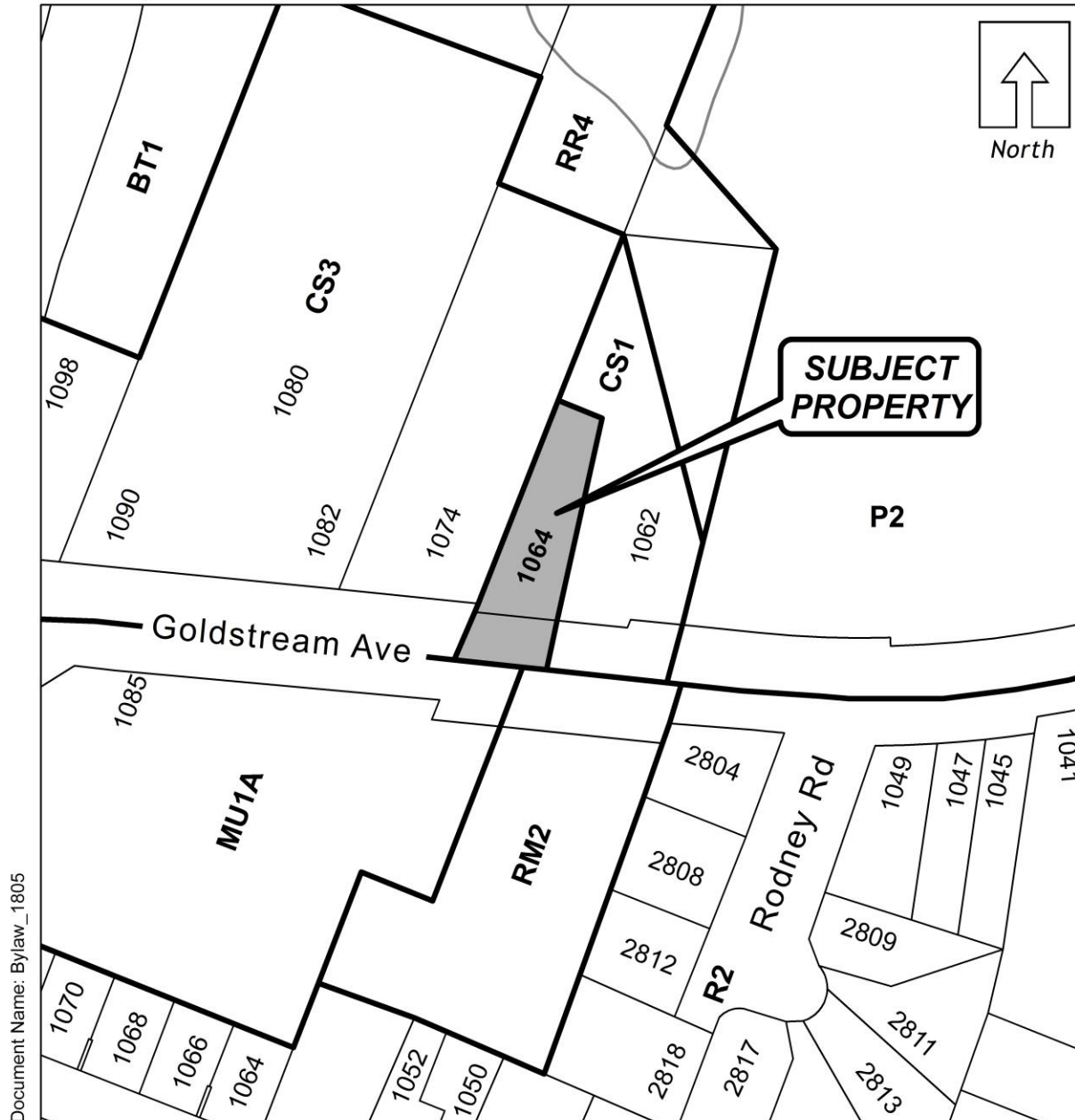
READ A THIRD TIME this 19th day of November, 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 26th DAY OF November, 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A

I HEREBY CERTIFY THIS TO BE A TRUE COPY
 OF PLAN No. 1 AS DESCRIBED
 IN SECTION A1 OF BYLAW No. 1805

 MAYOR

ADOPTION: _____

 CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/12/2018

**CITY OF LANGFORD
BYLAW NO. 1808**

**A BYLAW TO AMEND BYLAW NO. 300,
“LANGFORD ZONING BYLAW, 1999”**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By deleting the existing text within subsection 6.27.01(5) and replacing it with the following:
“secondary suite in a one family dwelling on lots with areas greater than or equal to 550 m², except for on the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) wherein the lot size may be equal to or greater than 400 m², in accordance with Section 3.08”;
2. By deleting from the R2 (One- and Two-Family Residential) Zone and adding to RS3 (Residential Small Lot 3) Zone the property legally described as LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (2786 Wenger Terrace) in the portions as shown shaded on Plan No. 1 attached to and forming part of this Bylaw.
3. By adding the following to Table 1 of Schedule AD:

Zone	Bylaw No.	Legal Description	Amenity Contributions	Eligible for Reduction in Section 2 of Schedule AD (Column 5)
RS3	1808	LOT 1, SECTION 116, ESQUIMALT DISTRICT, PLAN 22391, PID No. 003-239-276 (Wenger Terrace)	a) \$660 towards the Affordable Housing Reserve Fund; b) \$3960 towards the General Amenity Fund	No

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 548, (2786 Wenger Terr), 2018".

READ A FIRST TIME this 19th day of November, 2018.

PUBLIC HEARING held this day of, 2018.

READ A SECOND TIME this day of, 2018.

READ A THIRD TIME this day of, 2018.

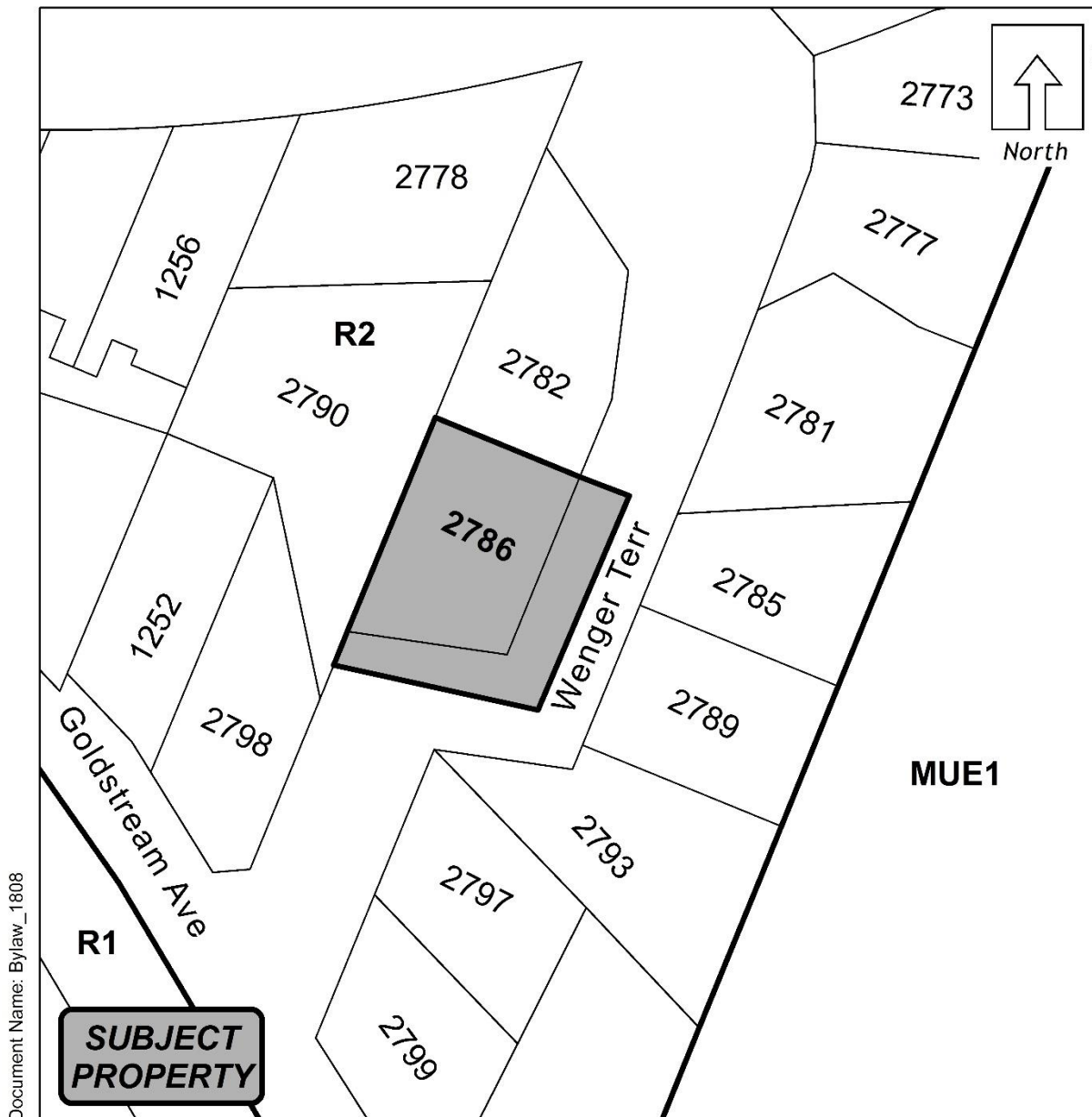
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS day of , 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1808

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/13/2018



Staff Report to Council

Date: December 17, 2018
Department: Planning
Application No.: Z18-0023
Subject: Bylaw 1809 - Application to Make Various Amendments to the MUE1 Zone;

At their Regular Meeting of November 5th, 2018 Council passed the following resolution with respect to the property at 2750 Leigh Road:

That Council give 1st reading to Bylaw No. 1809 to make various amendments to the MUE1 zone located at 2750 Leigh Road.

CARRIED.

COMMENTS

There are no conditions associated with this Bylaw.

Bylaw No. 1809 was signed by the Minister of Transportation and Infrastructure on November 5th, 2018

OPTIONS

That Council:

1. Adopt Bylaw No. 1809;

OR

2. Take no action at this time with respect to Bylaw No. 1809;

Respectfully Submitted,

Submitted by:	David Sametz, Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Michelle Mahovich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:ds

CITY OF LANGFORD BYLAW NO. 1809

A BYLAW TO AMEND BYLAW NO. 300, "LANGFORD ZONING BYLAW, 1999"

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding the following as section 6.53.01(1)(h): "underground vehicle storage" and renumbering the subsequent sections accordingly;
2. By adding the following as section 6.53.01(1)(i): "underground mini-storage" and renumbering the subsequent sections accordingly;
3. By deleting "Hospital" in section 6.53.01(1)(p) and replacing with "Health Services";
4. By adding the following as section 6.53.03(6) "A maximum of 200 units of Assisted Living are permitted in Area A";
5. By deleting Section 6.53.03(2) and replacing with:

"Despite subsection 6.53.03(1), there may be more than three residential dwelling units and more than 150 m² of non-residential gross floor area in the Mixed-Use Employment 1 (MUE1) Zone, but not more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and not more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B if the owner of the land proposed to be built upon has:"

6. By deleting Section 6.53.03(3) and replacing with:

"Despite subsections 6.53.03(1) and (2), there may be more than 92,900 m² (1,000,000 ft²) of gross floor area in Area A and more than 204,386 m² (2,200,000 ft²) of gross floor area in Area B, if the owner of the land proposed to be built upon has provided an additional traffic impact study that analyzes the impact of development beyond this level on the surrounding road network, and has entered into an agreement with the City of Langford with regards to required road dedication and off-site traffic improvements recommended by the traffic impact study, as well as full frontage improvements to Subdivision and Development Servicing Bylaw No. 1000 standards, all to the satisfaction of the Director of Engineering"

7. By adding the following as section 6.53.03(4) and renumbering subsequent sections accordingly:

"Despite subsections 6.53.03(1), (2), and (3), under no circumstances may the gross floor area of non-residential uses in Area B exceed 9,290 m² (100,000 ft²)"

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 549, (MUE1 Amendments – 2750 Leigh Rd), 2018".

READ A FIRST TIME this 5th day of November, 2018.

PUBLIC HEARING held this 3rd day of December, 2018.

READ A SECOND TIME this 3rd day of December, 2018.

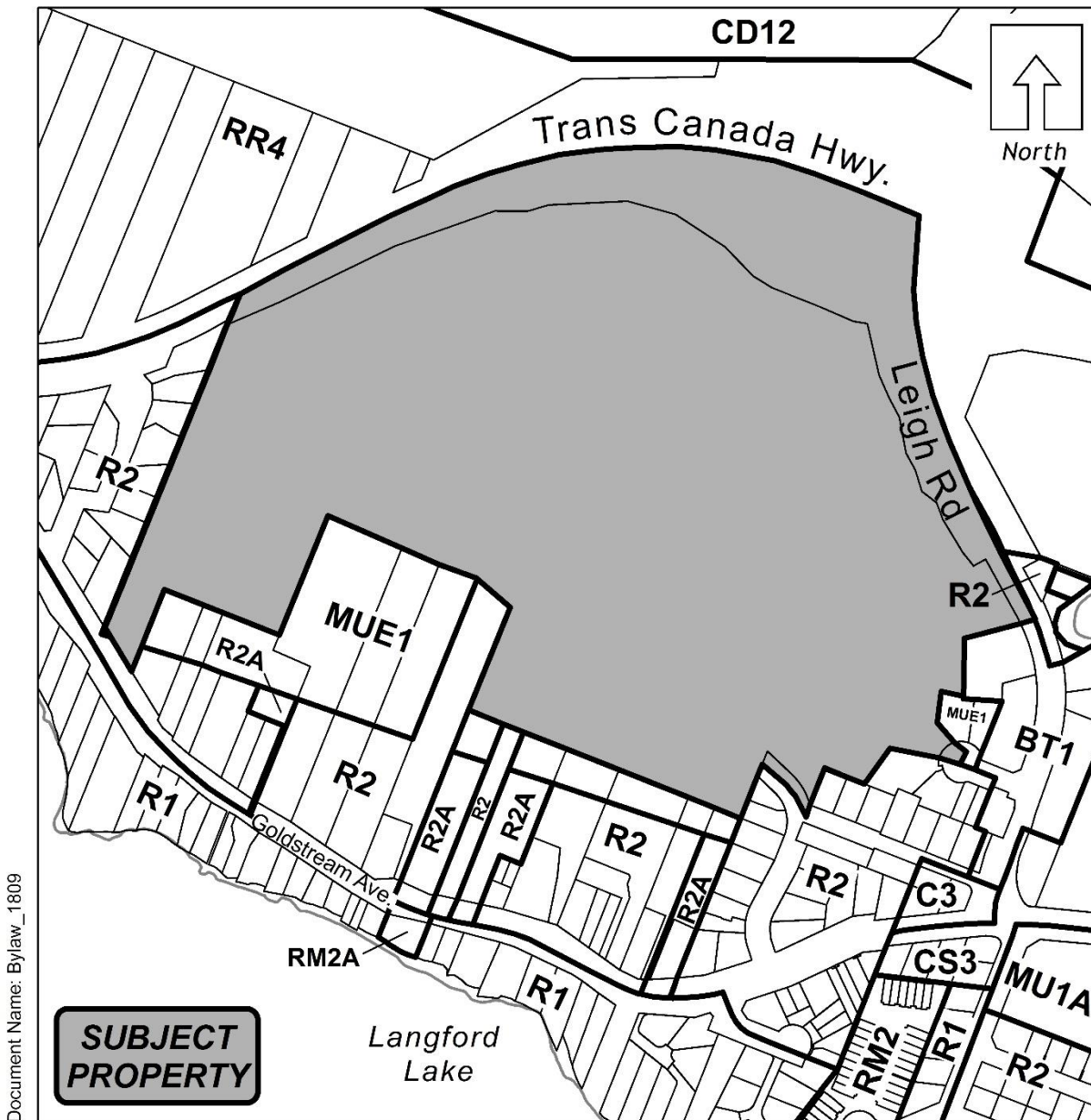
READ A THIRD TIME this 3rd day of December, 2018.

APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 5th day of December, 2018.

ADOPTED this day of , 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1809

MAYOR

ADOPTION: _____

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 10/29/2018



Staff Report to Council

Date: December 17, 2018
Department: Planning
Application No.: Z18-0028
Subject: Bylaw No. 1811 - Application to Amend the Text of the Agricultural 1 (AG1) Zone to Allow a Future Subdivision at 2961 and 2965 Sooke Road

At their Regular Meeting of September 25, 2018 Council passed the following resolution with respect to the properties at 2961 and 2965 Sooke Road:

That Council:

1. *Waive the holding of a public hearing concerning Bylaw No. 1811;*

AND

2. *Give 1st reading to the attached Bylaw No. 1811 to amend the text of the Agricultural 1 (AG1) Zone for the properties located at 2961 and 2965 Sooke Road.*

COMMENTS

Bylaw No. 1811 was signed by the Minister of Transportation on November 26, 2018.

OPTIONS

That Council:

1. Adopt Bylaw No. 1811.

OR

2. Take no action at this time with respect to Bylaw No. 1811.

Respectfully Submitted,

Submitted by:	Robert Dykstra, MCIP, RPP Land Development Planner
Concurrence:	Matthew Baldwin, MCIP, RPP Director of Planning
Concurrence:	Michelle Mahovlich, P.Eng, P.Geo, Director of Engineering
Concurrence:	Leah Stohmann, MCIP, RPP, Deputy Director of Planning
Concurrence:	Michael Dillabaugh, CPA, CA, Director of Finance
Concurrence:	Braden Hutchins, Director of Corporate Services
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:rd

**CITY OF LANGFORD
BYLAW NO. 1811**

**A BYLAW TO AMEND BYLAW NO. 300,
"LANGFORD ZONING BYLAW, 1999"**

The Council of the City of Langford, in open meeting assembled, hereby enacts as follows:

A. Langford Zoning Bylaw No. 300, 1999 is amended as follows:

1. By adding the following as Section 6.01.02(4): "Notwithstanding subsection 6.01.02(1), a lot having an area not less than 3,000m² (0.74 acres) may be created from land legally described as: LOT 5, SECTIONS 98, 99 AND 100, METCHOSIN DISTRICT, PLAN 20923 EXCEPT PART IN PLAN VIP52592; AND LOT 5, BLOCK 3, SECTIONS 89, 97, 98, 99, 100, 100A, 101 AND 101A, METCHOSIN DISTRICT, PLAN 1817 EXCEPT PART IN PLAN VIP52253."

B. This Bylaw may be cited for all purposes as "Langford Zoning Bylaw, Amendment No. 551, (2961 and 2965 Sooke Rd), 2018".

READ A FIRST TIME this 26th day of September, 2018.

READ A SECOND TIME this 19th day of November, 2018.

READ A THIRD TIME this 19th day of November, 2018.

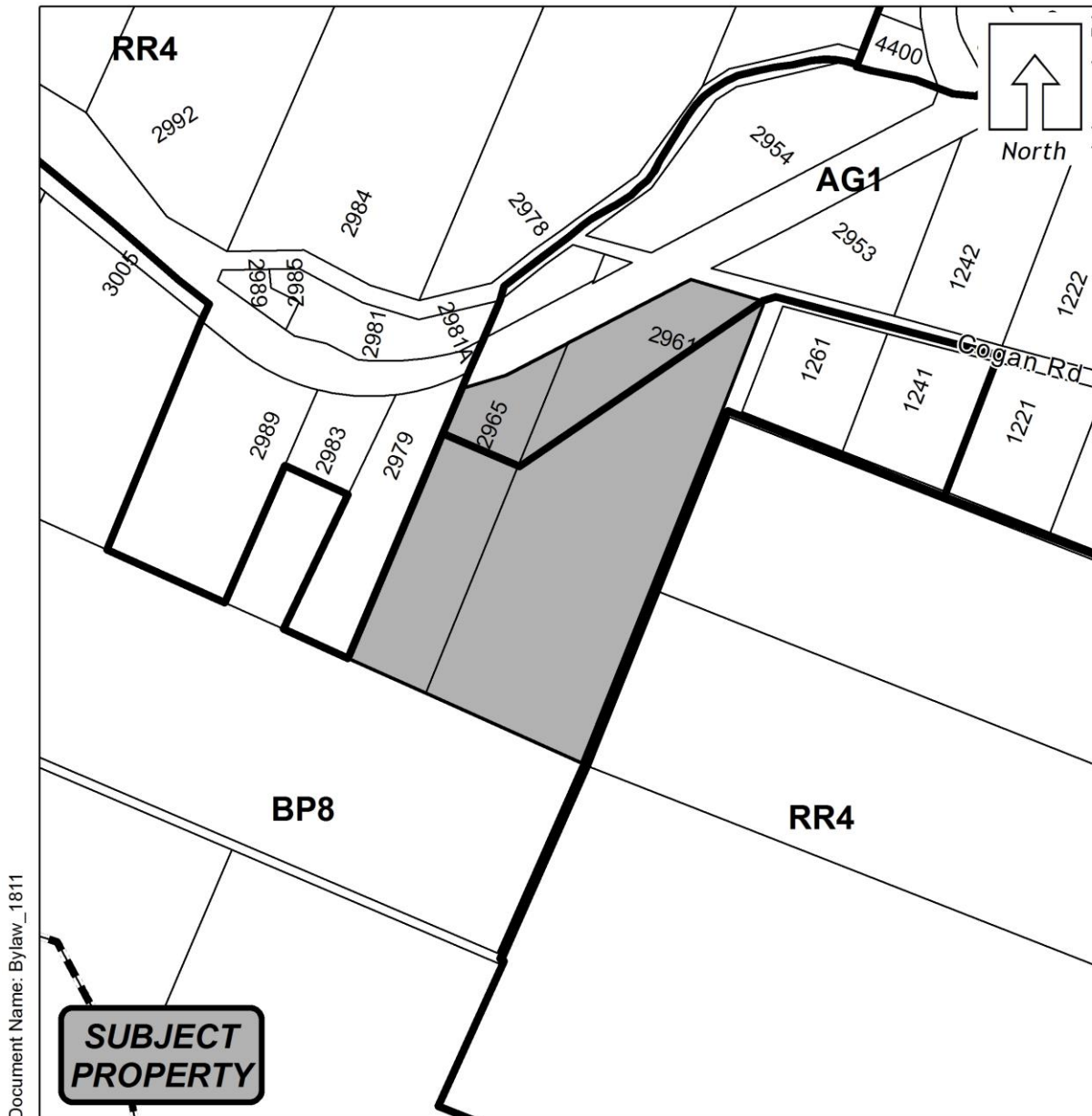
APPROVED BY THE MINISTRY OF TRANSPORTATION THIS 26th day of November, 2018.

ADOPTED this of, 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

Schedule A



I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF PLAN No. 1 AS DESCRIBED
IN SECTION A1 OF BYLAW No. 1811
ADOPTION:

MAYOR

CORPORATE OFFICER

Scale: N.T.S.

Last Revised: 9/20/2018

CITY OF LANGFORD

BYLAW NO.1822

A BYLAW TO AMEND BYLAW NO. 177 BEING THE Langford Municipal Park Regulation Bylaw No. 177, 1996.

WHEREAS The Council of the City of Langford may regulate, prohibit and impose requirements in relation to parks and other public places;

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

1. Langford Municipal Park Regulation Bylaw No. 177, 1996 is amended by:

a) Adding the following definition to Section 1:

1.21 “**Burning**” – includes the combustion or heating of a substance to produce smoke, vapour, aerosol or other substances that can be inhaled.

1.22 “**Cannabis**” has the same meaning as in the Cannabis Control and Licensing Act.

1.23 “**Smoke**” – means the act of burning a cigarette or cigar containing cannabis, tobacco or any other substance or burning or heating cannabis, tobacco or any other substance using a pipe, hookah pipe, lighted smoking device or vapourizing device and includes the following:

(a) Holding lighted cannabis, tobacco or other substance;

(b) Using or holding a device that is vapourizing cannabis, tobacco or other substance for inhalation or release into the air.

b) Adding the following as subsections 4.28 and 4.29:

4.28 No person shall smoke or vape cannabis on or in a park, beach, open space or trail.

4.29 The prohibition in subsection 4.28 of this Bylaw does not apply to:

(a) the smoking of tobacco inside a private vehicle; or

(b) the ceremonial use of tobacco as part of a traditional aboriginal cultural activity.

2. This bylaw may be cited for all purposes as the “Langford Municipal Park Regulation Bylaw 177 Amendment No. 10, 2018”.

READ A FIRST TIME this 3rd day of December, 2018.

READ A SECOND TIME this 3rd day of December, 2018.

READ A THIRD TIME this 3rd day of December, 2018.

RECONSIDERED, FINALLY PASSED AND ADOPTED this XXth day of , 2018.

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD

BYLAW NO. 1823

A BYLAW TO AMEND TRAFFIC BYLAW NO. 33, 1995 BEING THE *Langford* Traffic Bylaw No. 33, 1995

WHEREAS the Council of the City of Langford may regulate and prohibit in relation to the use of highways within its jurisdiction

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

1. Traffic Bylaw No. 33, 1995 is amended by:

a) adding, in alphabetical order, the following definitions to PART 2 DEFINITIONS:

“**Cannabis**” has the same meaning as in the *Cannabis Control and Licensing Act*.

“**Homeless Person**” – means a person who has neither a fixed address nor a predictable safe residence to return to on a daily basis.

b) adding the following sections to PART 4 OFFENSES OTHER THAN PARKING:

4.8 No Person shall smoke or vape cannabis in a public place or on highway, unless that person is on a portion of sidewalk that is more than:

- a) 20 metres from school property;
- b) 7 metres from any doorway, window or air intake of a building;
- c) 7 metres from any intersection or crosswalk’7 metres from a bus stop measured from the bus stop sign;
- d) 20 metres from any park or other area established by the city for the purposes of community recreation; and
- e) 20 metres from a retail store that sells cannabis.

4.9 No Person shall abandon, deposit, dispose of or leave unattended any chattel on any Highway, including any Boulevard, other than to dispose of refuse in the appropriate receptacle.

4.10 No person shall construct or place within any Highway, including any boulevard, a shelter, pavilion or permanent structure without first obtaining the permission of Council.

4.11 Where there is no accessible overnight shelter accommodation available within the City of Langford or the vicinity thereof, a homeless person may erect and occupy a temporary overnight shelter in a City park subject to the restrictions set out in the Langford Municipal Parks Regulation Bylaw No. 177, 1996.

4.12 Any chattel or temporary overnight shelter located within a highway or boulevard contrary to Section 4.9 or Section 4.10 may be removed under Section 7.2.

2. This Bylaw may be cited for all purposes as “Traffic Bylaw No. 33, 1995, Amendment No. 22, 2018”.

READ A FIRST TIME this 3rd day of December, 2018

READ A SECOND TIME this 3rd day of December, 2018

READ A THIRD TIME this 3rd day of December, 2018

ADOPTED this XX day of , 2018

MAYOR

(Certified Correct)
CORPORATE OFFICER

CITY OF LANGFORD

BYLAW NO. 1824

A BYLAW TO AMEND BYLAW NO. 34 BEING THE “DISTRICT OF LANGFORD TICKET INFORMATION AUTHORIZATION BYLAW, 1993.”

The Council of the City of Langford in open meeting assembled enacts as follows:

1. Bylaw No. 34 cited as “District of Langford Ticket Information Authorization Bylaw, 1993” is amended by:
 - a) Deleting Schedule 15 in its entirety and replacing it with a new Schedule 15 as attached hereto and forming part of this bylaw.
 - b) Deleting Schedule 17 in its entirety and replacing it with a new Schedule 17 as attached hereto and forming part of this bylaw.
2. This Bylaw may be cited as the “District of Langford Ticket Information Authorization Bylaw Amendment No. 16, Bylaw 34, 2018”.

READ A FIRST TIME this 3rd day of December, 2018

READ A SECOND TIME this 3rd day of December, 2018

READ A THIRD TIME this 3rd day of December, 2018

RECONSIDERED, FINALLY PASSED AND ADOPTED this XXth day of , 2018

MAYOR

(Certified Correct)
CORPORATE OFFICER

**SCHEDULE 15
BYLAW NO. 1579**

**City of Langford
MUNICIPAL PARK REGULATION BYLAW NO. 177, 1996**

WORDS OR EXPRESSIONS DESIGNATING OFFENCE	SECTION	FINE
1. Person in Closed Park	4.1	\$100.00
2. Person in Closed Park – Second Offence	4.1(a)	\$150.00
3. Person in Closed Park – a. Third and Subsequent Offence	4.1(b)	\$200.00
4. Destroy/Damage Property within Park	4.2	\$200.00
5. Stunting in Park	4.4	\$100.00
6. Possess/Consume Liquor in Park	4.5	\$100.00
7. Possess/Consume Liquor in Park a. Second Offence	4.5(a)	\$150.00
8. Possess Consume Liquor in Park a. Third and Subsequent Offence	4.5(b)	\$200.00
9. Deposit Rubbish in Park	4.7	\$100.00
10. Unauthorised Removal of Items	4.8	\$100.00
11. Excavate/Dig in Park	4.8	\$100.00
12. Camp/Reside in Park	4.10	\$100.00
13. Erect a Structure/Tent in Park	4.11	\$100.00
14. Place Shelter / Structure in Park	4.12	\$100.00
15. Fail to Remove Shelter / Structure	4.14(a)	\$100.00
16. Leave Chattel in Park	4.16	\$100.00
17. Leave Needles	4.17	\$100.00
18. Light/Conduct a Fire in a Park	4.18	\$100.00
19. Sell or Conduct Business in a Park	4.19	\$100.00
20. Fight in a Park	4.21(a)	\$150.00

WORDS OR EXPRESSIONS**DESIGNATING OFFENCE****SECTION****FINE**

21. Fight in a Park		
a. Second Offence	4.21(a) (i)	\$200.00
22. Fight in a Park		
a. Third and Subsequent Offence	4.21(a) (ii)	\$250.00
23. Leave Human Waste in a Park	4.21(b)	\$150.00
24. Leave Human Waste in a Park		
a. Second Offence	4.21(b) (i)	\$200.00
25. Leave Human Waste in a Park		
a. Third and Subsequent Offence	4.21(b) (ii)	\$250.00
26. Swearing or Shouting in a Park	4.21(c)	\$150.00
27. Swearing or Shouting in a Park		
a. Second Offence	4.21(c) (i)	\$200.00
28. Swearing or Shouting in a Park		
a. Third and Subsequent Offence	4.21(c) (i) (ii)	\$250.00
29. Use Vulgar or Obscene Language in a Park	4.21(d)	\$150.00
30. Use Vulgar or Obscene Language in a Park		
a. Second Offence	4.21(d) (i)	\$200.00
31. Use Vulgar or Obscene Language in a Park		
a. Third and Subsequent Offence	4.21(d) (ii)	\$250.00
32. Use Threatening Words or Behaviour	4.21(e)	\$150.00
33. Use Threatening Words or Behaviour		
a. Second Offence	4.21(e) (i)	\$200.00
34. Use Threatening Words or Behaviour		
a. Third and Subsequent Offence	4.21(e) (ii)	\$250.00
35. Panhandling or Loitering in a Park	4.21(f)	\$150.00
36. Panhandling or Loitering in a Park		
a. Second Offence	4.21(f) (i)	\$200.00
37. Panhandling or Loitering in a Park		
a. Third Offence	4.21(f) (ii)	\$250.00
38. Unpermitted Animal in Park	4.26	\$100.00
39. Dog on a Sports Field	4.27	\$100.00
40. Smoke / Vape Cannabis	4.28	\$100.00

**SCHEDULE 17
BYLAW NO. 1579**

**City of Langford
TRAFFIC BYLAW NO. 33, 1995**

WORDS OR EXPRESSIONS DESIGNATING OFFENCE		SECTION	FINE
1.	Disobey Traffic Control Device	4.2.1	\$100.00
2.	Drive on Sidewalk/Boulevard	4.2.2	\$100.00
3.	Fail to Remove Debris from Highway	4.2.3	\$100.00
4.	Insufficient Warning Barrier	4.2.4	\$100.00
5.	Tracked Vehicle on Highway	4.2.5	\$100.00
6.	Place Chattel/Ware on Highway	4.2.6	\$100.00
7.	Damage Surface of Highway	4.2.7	\$100.00
8.	Accumulated Debris on Highway	4.2.8	\$100.00
9.	Remove Notice or Ticket	4.2.9	\$ 50.00
10.	Garbage Container on Highway	4.2.10	\$ 75.00
11.	Drive Motor Vehicle in Park Off Road	4.2.11	\$100.00
12.	Insecure Load	4.2.12	\$100.00
13.	Transport Dangerous Goods	4.2.13	\$100.00
14.	Solicit Business from Street	4.2.14	\$100.00
15.	Drive Vehicle on Sidewalk	4.2.15	\$100.00
16.	Stunting	4.2.16	\$100.00
17.	Fight in Public	4.2.17.1	\$150.00
18.	Fight in Public a. Second Offence	4.2.17.1 (a)	\$200.00
19.	Fight in Public b. Third and Subsequent Offence	4.2.17.1 (b)	\$250.00
20.	Leave Human Waste	4.2.17.2	\$150.00
21.	Leave Human Waste a. Second Offence	4.2.17.2 (a)	\$200.00

WORDS OR EXPRESSIONS DESIGNATING OFFENCE		SECTION	FINE
22.	Leave Human Waste b. Third and Subsequent Offence	4.2.17.2 (b)	\$250.00
23.	Swearing or Shouting	4.2.17.3	\$150.00
24.	Swearing or Shouting a. Second Offence	4.2.17.3 (a)	\$200.00
25.	Swearing or Shouting b. Third and Subsequent Offence	4.2.17.3 (b)	\$250.00
26.	Use Vulgar or Obscene Language	4.2.17.4	\$150.00
27.	Use Vulgar or Obscene Language a. Second Offence	4.2.17.4 (a)	\$200.00
28.	Use Vulgar or Obscene Language b. Third and Subsequent Offence	4.2.17.4 (b)	\$250.00
29.	Use Threatening Words or Behaviour	4.2.17.5	\$150.00
30.	Use Threatening Words or Behaviour a. Second Offence	4.2.17.5 (a)	\$200.00
31.	Use Threatening Words or Behaviour b. Third and Subsequent Offence	4.2.17.5 (b)	\$250.00
32.	Panhandling or Loitering	4.2.17.6	\$150.00
33.	Panhandling or Loitering a. Second Offence	4.2.17.6 (a)	\$200.00
34.	Panhandling or Loitering b. Third and Subsequent Offence	4.2.17.6 (b)	\$250.00
35.	Possess/Consume Liquor	4.2.18	\$100.00
36.	Cycle on Sidewalk	4.2.20	\$50.00
37.	Cycle on Crosswalk	4.2.20.1	\$50.00
38.	Cycle Abreast	4.2.20.2	\$50.00
39.	Hands off Handlebars	4.2.20.3	\$50.00
40.	Ride off Seat	4.2.20.4	\$50.00
41.	Excess Persons on Cycle	4.2.20.5	\$50.00
42.	Cycle at Night No Headlight	4.2.20.6(a)	\$50.00

WORDS OR EXPRESSIONS DESIGNATING OFFENCE		SECTION	FINE
43.	Cycle at Night No Red Reflector	4.2.20.6(b)	\$50.00
44.	Cycle at Night No Red Light	4.2.20.6(c)	\$50.00
45.	Cycle No Helmet	4.2.20.7	\$25.00
46.	Allow Minor to Cycle without Helmet	4.3	\$25.00
47.	Use of Skates Not in Bike Lane	4.5(b)	\$50.00
48.	Skating Not on Right Side	4.5(c)	\$50.00
49.	Skating on Sidewalk	4.5(d)	\$50.00
50.	Skating abreast	4.5(e)	\$50.00
51.	Skating Fail to Use Crosswalk	4.5(f)	\$50.00
52.	Skating Hold onto Vehicle	4.5(g)	\$100.00
53.	Skate at Night No Reflectors/Lights	4.5(h)	\$50.00
54.	Use Vehicle/Trailer as Residence	4.7	\$100.00
55.	Smoke/Vape in Prohibited Location	4.8	\$100.00
56.	Leave Chattel on Highway	4.9	\$100.00
57.	Place Shelter/Structure on Highway	4.11	\$100.00
58.	Interfere with Traffic Flow	5.2.1	\$100.00
59.	Park on Sidewalk/Boulevard	5.2.1	\$100.00
60.	Park on Bikelane	5.2.1	\$100.00
61.	Park Contrary to Traffic Control Device	5.2.2	\$35.00
62.	Park within Bus Stop	5.2.4	\$50.00
63.	Unattached Trailer	5.2.5	\$100.00
64.	Vehicle on Road No Licence	5.2.6	\$100.00
65.	Block Driveway Access	5.2.7	\$100.00
66.	Parking Exceeds 72 Hours	5.2.8	\$35.00
67.	Parking Exceeds 72 Hours	5.2.8	\$35.00
68.	Display for Sale on Roadway	5.2.9.1	\$100.00

WORDS OR EXPRESSIONS DESIGNATING OFFENCE	SECTION	FINE
69. Advertise/Maintain/Store Vehicle	5.2.9.2	\$100.00
70. Display Signs	5.2.9.3	\$100.00
71. Sell Commodities	5.2.9.4	\$100.00
72. Block Fire Hydrant	5.2.10	\$100.00
73. Park Commercial Vehicle in Residential Zone	5.3(1)	\$100.00
74. Park Bus in Residential Zone	5.3(2)	\$100.00
75. Allow Vehicle to Exceed Limited Time Parking	5.4.1	\$35.00
76. Fail to Remove Snow, Ice, Rubbish	7A2	\$100.00
77. Work on Highway without Permit	10.4.1	\$100.00
78. Damage City Property	10.4.2	\$100.00
79. Alter Drainage on Highway	10.4.3	\$100.00
80. Structure on Highway	10.4.4	\$100.00
81. Effluent Flow on Highway	10.4.5	\$100.00
82. Deface Highway/Structure	10.4.6	\$100.00
83. Unauthorized Installation/ Removal of Sign	10.4.7	\$100.00
84. Construct Unauthorized Crossing	10.4.9	\$100.00
85. Exceed No. of Permitted Driveways	10.4.10	\$100.00
86. Fail to Repair Boulevard	11.9	\$500.00
87. Unauthorized Tires	13.2.1	\$100.00
88. Operate Vehicle with Cleats/Studs	13.2.3	\$100.00
89. Load Dropping/Shifting	13.2.4	\$100.00
90. Material Not Adequately Covered	13.2.6.1	\$100.00
91. Cover not Secure	13.2.6.2	\$100.00
92. Excessive Vehicle Idling	14.1	\$100.00



City of Langford

www.cityoflangford.ca

December 17th, 2018

In-Camera Resolution

- a) That it is the opinion of Council that the public interest requires that persons other than members of Council and Officers be excluded from the meeting to consider confidential information regarding land matters and the proposed provision of a municipal service under Section 90 (1) (e) and (k) of the Community Charter.
- b) That Council continue the meeting in closed session.